

4. **Deadline for Opposition Papers:** This Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose this Motion, you must file a written response with the court and serve a copy of it upon the Movant or Movant's attorney at the address set forth above no less than fourteen (14) days prior to the above hearing date. If you fail to file a written response to this Motion within such time period, the court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief.
5. **Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure:** The undersigned hereby verifies that the above hearing date and time were available for this type of Motion according to the judge's self-calendaring procedures.

Date: 02/14/2019

Totaro & Shanahan
Printed name of law firm

/s/ Michael R. Totaro
Signature

Michael R. Totaro
Printed name of attorney

1 **Michael R. Totaro 102229**
2 **Totaro & Shanahan**
3 **P.O. Box 789**
4 **Pacific Palisades, CA 90272**
5 **(310) 573-0276 (v)**
6 **(310) 496-1260 (f)**
7 **ocbatty@aol.com**

8 **Attorneys for Debtors/Debtors in Possession**

9 **UNITED STATES BANKRUPTCY COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA, SAN FERNANDO DIVISION**

11 **In re**

12 **Roger Ronald Steinbeck and**
13 **Stannis Veronica Steinbeck,**
14 **Debtors/Debtors in Possession.**

Case No. 1:17-bk-12969-VK

Chapter 11

DEBTORS' MOTION FOR ORDER:

- 15 1) **AUTHORIZING SALE OF REAL**
16 **PROPERTY FREE AND CLEAR OF**
17 **LIENS, ENCUMBRANCES AND**
18 **INTERESTS;**
- 19 2) **DEEMING BUYER TO BE GOOD**
20 **FAITH PURCHASER PURSUANT TO**
21 **11 U.S. C. §363 (m);**
- 22 3) **AUTHORIZING DISBURSEMENT OF**
23 **SALE PROCEEDS TO PAY SECURED**
24 **CLAIMS RELATED TO THE**
25 **PROPERTY , COSTS OF SALE,**
26 **ADMINISTRATIVE FEES, PROPERTY**
27 **TAXES, PRIORITY CLAIMS,**
28 **AGENT/BROKER'S COMMISSION**
AND BALANCE OF PROCEEDS;
- 5) **WAIVING THE 14-DAY STAY**
IMPOSED BY FEDERAL RULES OF
BANKRUPTCY PROCEDURE 6004

MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATIONS OF
STANNIS VERONICA STEINBERCK AND
MICHAEL R. TOTARO

Date: March 7, 2019

Time: 2:00 pm

Ctrm: 301

20141 Burbank Blvd.
Woodland Hills, CA 91367

1 **TO THE HONORABLE COURT, THE UNITED STATES TRUSTEE AND ALL**
2 **INTERESTED PARTIES:**

3 **PLEASE TAKE NOTICE** that Roger Ronald Steinbeck and Stannis Veronica
4 Steinbeck, the Debtors and Debtors in Possession (“Debtors”) in the above captioned case,
5 respectfully move the Court for the following orders:

- 6 1) Authorizing sale of real property free and clear pursuant to 11 U.S.C. §§363(b),
7 (f)(4) & (f) (5) re: 12005 Emery Lane, Valley Village, CA 91607
8 (the “Property”);
- 9 2) Deeming buyer to be good faith purchaser pursuant to 11 U.S.C. §363 (m);
- 10 3) Authorizing disbursement of sale proceeds to pay secured claims related to the
11 Property, costs of sale, administrative fees, property taxes, priority claims and
12 broker’s/agent’s commission and balance of proceeds;
- 13 4) Waiving the 14-day stay imposed by Federal Rules of Bankruptcy Procedure
14 6004 (the “Motion”).

15 Based on the foregoing, Debtors seek these court orders to authorize the sale of the
16 Property before the opportunity is missed as the sale is the only offer Debtors have received
17 and the sale will provide a benefit to the estate. The terms of the sale of the Property shall
18 be pursuant to the terms contained in the attached “Residential Income Property Purchase
19 Agreement and Joint Escrow Instructions dated January 22, 2019, with Counter Offers No.
20 1 and 2 and Addendums between Debtors as Seller and Buyer Raymond James Finlayson
21 (“Buyer”) and the Additional Escrow Instructions prepared for this transaction
22 (collectively “Purchase Agreement” or Exhibit 2).

23 Although the Property was appraised at \$890,000 in September 2017, the original
24 listing price in May 2018 was \$1,200,000.00. The price was lowered a few times and taken
25 off the market for a short time after no offers were received. In October 2018 the Property
26 was relisted with a different agent/broker with an original listing price of \$999,000.00. The
27 Property was actively marketed with little interest so the price was again reduced a few
28 times and ultimately the current and only offer was received.

1 Pursuant to the Purchase Agreement the parties agreed to a purchase price of
2 \$907,000.00.00 subject to court approval.

3 This is the first offer to purchase that Debtors received in almost a year and is still
4 \$17,000.00 over the appraised value. Debtors have not been contacted by any other
5 potential buyers in all the time it has been listed and it is highly unlikely there will be any
6 prospective buyers willing to bid even close to the sale price. Thus in Debtors' and
7 counsel's business judgment there are no viable alternative purchasers. The Property is
8 Debtors' most significant asset and the sale will pay off their secured loans, provide funds
9 to pay all administrative fees, tax claims and the majority of their unsecured debts as well
10 as cover all expenses of the sale. Thus, the sale is in the best interest of the estate and
11 Debtors respectfully request the Court grant the requested Orders approving the sale as set
12 forth herein.

13 **PLEASE TAKE NOTICE** that the Motion is made pursuant to 11 U.S.C. sections 363
14 and 365, FRBP 2002 and 6004 as well as Local Bankruptcy Rule ("LBR") 6004-2(c) and
15 9013-1(o).

16 **PLEASE TAKE FURTHER NOTICE** that the Motion is based on the attached
17 Memorandum of Points and Authorities and the Declarations of Stannis Steinbeck, Michael
18 R. Totaro and Jonathan Edward Lichterman, the supporting exhibits, the arguments of
19 counsel and other admissible evidence properly brought before the Court. In addition,
20 Debtors requests that the Court take judicial notice of all documents filed with the court in
21 this case.

22 **PLEASE TAKE FURTHER NOTICE that if you wish to object to the relief sought**
23 **by the Motion, you must file a written opposition or objection to the Motion at least**
24 **17 days prior to the scheduled hearing. The failure to timely object may be deemed**
25 **by the Court to constitute consent to the relief requested herein.** If no objections are
26 filed Debtors request that pursuant to LBR 9013-1(o) the Court treat the lack of objection
27 as consent to granting the Motion.

28

1 **WHEREFORE**, Debtors respectfully request that the Court enter the following orders

2 1. Granting the Motion and approving the sale of the Property on the terms and
3 conditions set forth in the Purchase and Sale agreement free and clear of liens
4 pursuant to 11 U.S.C §363(b) and (f) and without an overbid;

5 2. Deeming the buyer to be a good faith purchaser pursuant to 11 U.S.C. §363(m);

6 3. Authorizing disbursement of sale proceeds to pay secured claims related to the
7 Property, costs of sale, administrative fees, property taxes, priority claims,
8 agent/broker’s commissions from escrow and balance of sale proceeds to
9 counsel’s trust account;

10 4. Waiving the 14 day stay imposed by FRBP 6004; and

11 5. For such other and further relief as the Court deems just and proper.

12 Dated: February 14, 2019

Totaro & Shanahan

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By /s/ Michael R. Totaro
Michael R. Totaro
Attorneys for Debtors/Debtors
In Possession

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION AND BACKGROUND

A. The Property

Debtors filed their Chapter 11 bankruptcy on November 7, 2017. Debtors holds title to two parcels of real estate in California. One property is in Avalon California and the property at issue in the Motion is located 12005 Emery Lane, Valley Village, CA 91607 (the “Property”). The legal description is Tract 72157 Lot 10, Los Angeles County, APN No. 2348-008-109. The Property is 3 story single family residence with a gross living area of approximately 2,006 square feet and in good condition. There are 6 rooms, 3 bedrooms and 4 baths and a 2 car garage.

The Motion seeks authority to consummate a sale of the Property.

B. Value of the Property

Prior to filing the Petition in this case in September 2017 Debtors had the Property appraised by certified real estate appraiser William G. Willson. After inspecting the Property and reviewing comparable sales in the area, Mr. Willson submitted an appraisal with an opinion of the value of the Property as \$890,000. Exhibit 1.

C. Encumbrances

There is a Note secured by a Deed of Trust on the Property held or serviced by LoanCare with a payoff in the amount of \$772,676.83. The Property is also secured by a loan with Wells Fargo Bank in the amount of \$7,796.66 for a loan used for remodeling the Property.

D. The Bankruptcy

Debtors filed this chapter 11 bankruptcy on November 7, 2017. Debtors continue to own, operate and manage their affairs as debtors in possession pursuant to section 1107 and 1108 of the Bankruptcy Code. No trustee, examiner, or committee has been appointed in Debtors’ case.

1 Debtors have filed a Third Amended Disclosure Statement that has been approved
2 by the Court and a hearing on the confirmation of their Third Amended Chapter 11 Plan of
3 Reorganization (the “Plan”) is set for hearing the same day as the Motion. Sale of the
4 Property is one of the options in the Plan.

5 **E. Efforts to Sell The Property**

6 Prior to filing the Petition in this case, Debtors listed the Property with a real estate
7 agent/broker in May 2018 with a listing price of \$1,200,000.00. In spite of the appraisal
8 Debtors believed the value was higher. They were reluctant to reduce the price by much.
9 However, they did not receive any offers after some price reductions. The listing expired
10 and the Property was off the market for a short time.

11 On October 28, 2018 Debtors listed the Property with the current agent/broker,
12 Jonathan Edward Lichterman and his team at Rodeo Realty in Studio City CA. Although
13 it was initially listed at \$999,000.00 with a lot of traffic during open house after the first
14 month that tapered off and was likely due to a number of agents from the same office
15 visiting. The price was reduced several times and the agent/broker aggressively marketed
16 the Property on all forms of social media.

17 During that time there were no offers and no prospective buyers who expressed
18 interest in the Property. The Property is a little unusual with three (3) stories for a small
19 house so it requires a unique buyer. Finally on January 22, 2019 Debtors received the
20 current offer to purchase the house for \$907,000.00 all cash. This was the first and only
21 offer Debtors received in over 8 months.

22 Debtors accepted the amount of the offer and escrow has been opened and all
23 contingencies removed. Debtors now seeks approval of this sale.

24 **F. AUTHORITY TO SELL**

25 In accordance with FRBP 6004(f)(1), sales of property outside the ordinary course
26 of business may be by private sale or auction. Here the proposed sale to the Buyer pursuant
27 to the terms of the sale agreement will provide a substantial benefit to the estate as it will
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1 pay off the encumbrances, priority tax claims, administrative claims and costs of sale as
2 well as provide Debtors with funds to pay toward their unsecured claims. As noted Debtors
3 Plan which is scheduled for a confirmation hearing the same day has alternatives which
4 include as one option the sale of the Property.

5 At the closing Debtors will sell the Property to Buyer together with all
6 improvements, easements and appurtenances. The Property shall be transferred free and
7 clear of all liens or interest. As noted, the effectiveness of the Purchase Agreement is
8 contingent on the entry of an order of the Bankruptcy Court approving the Sale.

9 Debtors requests that all of the secured claims related to the Property, administrative
10 fees, tax claims, commissions and costs of sale be paid out of escrow. The remaining funds
11 shall be paid into Debtors' Counsel's trust account for later disbursement toward the
12 unsecured claims. A copy of the Sellers' Estimated Closing ("Estimated Closing") is
13 attached as Exhibit 3. According to the Estimated Closing the balance to be deposited in
14 the Trust Account is estimated to be approximately \$64,568.29.

15 **G. TAX CONSEQUENCES**

16 The Property is Debtors' residence and with the exemption Debtors will not incur
17 capital gains taxes due to the Sale.

18 **H. NO OVERBID**

19 In this case, the buyer will pay \$907,000.00 all cash for the Property which was
20 appraised at \$890,000 in September 2017. Real estate agents have suggested a value
21 between \$850,000 and \$950,000 so the purchase price is closer to the high end of that range
22 and \$17,000 more than the appraised value.

23 Most significantly the Property has been marketed for about 8 months by two
24 different agents/brokers starting at a much higher listing price and over that entire time
25 Debtors have not obtained a single offer or even a prospective purchaser with an interest
26 in the Property until this sale. The agent/broker and counsel have all attested to the fact this
27 is the highest and best offer Debtors are likely to receive for the Property and it is highly
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1 unlikely they would obtain an overbid particularly an all cash offer. Based on the business
2 judgment of these professionals Debtors and the estate would not benefit from an overbid
3 procedure as there has been no other interest in the Property even though it was heavily
4 marketed.

5 Given all of this, in there are no viable alternative purchasers and an overbid
6 procedure would not be productive.

7 **III. LEGAL ANALYSIS**

8 **A. THE PROPOSED SALE IS IN THE BEST**
9 **INTERESTS OF THE ESTATE.**

10 Pursuant to 11 U.S.C. §363(b), a Debtor may, with court approval, sell property of
11 the estate outside the ordinary course of business. A proposed sale of estate property will
12 be approved if it is in the best interests of the estate, based on the facts and history of the
13 case. *In re America West Airlines*, 166 B.R. 908, 912 (Bankr. D. Ariz. 1994), citing *In re*
14 *Lionel Corp.*, 722 F.3d 1063, 1071 (2nd Cir. 1983). A court has broad discretion to
15 authorize a sale under 11 U.S.C. §363 (h). See *In re Walter*, 83 B.R. 14, 19 (9th Cir. BAP
16 1988), see also *In re WPRV-TV*, 983 F.2d 336, 340 (1st Cir. 1993).

17 Generally courts will find that a proposed sale is in the best interests if the estate
18 where the Debtor has a valid “business justification” for the proposed sale. See *Stephans*
19 *Indus., Inc. v. McClung*, 789 F.2d 386, 390, *In re Baldwin United Corp.*, 43 B.R. 888, 905
20 (Bankr. S.D. Ohio 1984). A debtor’s application of its sound business judgment in the use,
21 sale or lease of the property is subject to great judicial deference, See *In re Moore*, 110
22 B.R. 924 (Bankr. C.D. Cal.1990); *In re Walter*, 83 B.R. at 19-20. The Court’s decision to
23 authorize a sale under §363(b) is reviewed for abuse of discretion. *Id.*

24 There must be some articulated business justification for using,
25 selling or leasing the property outside the ordinary course of
26 business . . . whether the proffered business justification is
27 sufficient depends on the facts of the case. As the Second
28 Circuit held in *Lionel* [722 F/2d 1063, 1071 (2nd Cir. 1983)],
the bankruptcy judge should consider all salient factors

1 pertaining to the proceeding and, accordingly, act to further the
2 diverse interests of the debtor, creditors and equity holders,
3 alike. *In re Walter*, 83 B.R. at 19-20.

4 In interpreting section 363(b)(1) courts have held that a transaction involving
5 property of the estate generally should be approved where the debtor can demonstrate
6 “some articulated business justification for using, selling, or leasing property outside of the
7 ordinary course of business.” *In re Continental Airlines, Inc.*, 780 F.2d 1223, 1226 (5th Cir
8 1986).

9 The proposed sale is supported by a valid business justification. There have been no
10 offers on the Property for over eight months and it was initially marketed at \$1,200,000.00.
11 The price has been reduced a number of times because regardless of the strong marketing
12 Debtors have not received any offers on the Property at any price. The purchase price is
13 over the prior appraised value and closer to the high end of the range the agents have given
14 to its value.

15 The sale will provide a substantial benefit to the estate as it will pay all liens and
16 encumbrances, all costs of sale including commissions, administrative fees, tax claims and
17 leave a substantial balance for the estate to pay toward unsecured claims. Since the sale is
18 on an “as is, where is” basis, the sale is a sound business judgment.

19 The Property has been diligently marketed for some time by two different
20 agents/brokers and all professionals agree it is not likely Debtors would receive an offer
21 for a better price with similar terms. For the foregoing reasons, the proposed sale has a
22 valid business justification and should be approved.

23 **B. THE PROPOSED SALE SHOULD BE**
24 **APPROVED FREE AND CLEAR OF LIENS,**
25 **CLAIMS AND INTERESTS**

26 Debtors are seeking authority to sell the Property free and clear of all liens and
27 encumbrances pursuant to 11 U.S.C. §363(f). Section 363(f) provides:
28

1 The Debtor may sell property under subsection (b) or (c) of this section
2 free and clear of any interest in such property of an entity other than the
3 estate, only if-

- 4 1. Applicable non-bankruptcy law permits sale of such property free
5 and clear of such interest;
- 6 2. Such entity consents;
- 7 3. Such interest is a lien and the price at which such property is to be
8 sold is greater than the aggregate value of all liens on such
9 property;
- 10 4. Such interest is in bona fide dispute; or
- 11 5. Such entity could be compelled, in a legal or equitable proceeding,
12 to accept money satisfaction of such interest.

13 Because subsections (1) through (5) of Section 363 (f) of the Bankruptcy Code are
14 written in the disjunctive, authority to sell the property free and clear of any and all liens,
15 claims, and interests should be granted if any of the conditions are met with respect to each
16 interest holder. *Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345
(E.D. Pa. 1988).

17 In this case 11 U.S.C. §363(f)(3) permits a free and clear sale as the sales price is
18 greater than all aggregate liens. Here the Property is subject to a voluntary lien for the First
19 Note and Deed of Trust currently serviced by LoanCare in the amount of \$772,676.83.
20 Loan Care has not submitted a proof of claim but this is the amount of the payoff demand.
21 Wells Fargo has a secured claim for a small loan for remodeling in the amount of
22 \$7,798.66.

23 The sales price is greater than these liens. Other than as set forth herein, Debtors are
24 not aware of other unrecorded liens or encumbrances against the Property that currently
25 exist. For this reason, the Property may be sold free and clear of all liens, claims, or interests
26 pursuant to Section 363(f)(4).

1 **C. THE BUYER SHOULD BE DEEMED A GOOD**
2 **FAITH PURCHASER**

3 11 U.S.C. §363 (m) provides:

4 The reversal or modification on appeal of an authorization under
5 subsection (b) or (c) of this section of a sale or lease of property does
6 not affect the validity of a sale or lease under such authorization to an
7 entity that purchased or leased such property in good faith, whether or
8 not such entity knew of the pendency of the appeal, unless such
9 authorization and such sale or lease was stayed pending appeal.

10 A good faith buyer “is one who buys ‘in good faith’ and ‘for value.’” *Ewell v.*
11 *Diebert (In re Ewell)* 958 F/2d 276, 281 (9th Cir. 1992). “Lack of good faith is [typically]
12 shown by ‘fraud, collusion between the purchaser and other bidders or the Debtors, or an
13 attempt to take grossly unfair advantage of other bidders.’”(Id., quoting, *Community Thrift*
14 & *Loan v. Suchy (In re Suchy)*, 786 F.2d 900, 902 (9th Cir. 1985).

15 In this case, Buyer is purchasing the Property in good faith and has offered to pay a
16 market price in an all cash sale for the Property and all contingencies have been removed.
17 The anticipated sale has been negotiated at “arm’s length” between the Debtors and Buyer.
18 Buyer is neither an insider nor an affiliate of Debtors. Based on the foregoing, Debtors
19 submit the Court may properly determine the Buyer to be a “good-faith purchaser” within
20 the meaning of 11 U.S.C. §363(m).

21 **D. THE COURT SHOULD AUTHORIZE**
22 **DISBURSEMENT OF THE BALANCE OF SALE**
23 **PROCEEDS FROM ESCROW TO DEBTORS’**
24 **COUNSEL’S TRUST ACCOUNT.**

25 LBR 6007-1(h) pertains to disbursement of sale proceeds. This section states:

26 Unless otherwise ordered by the court, all proceeds of a sale must be
27 paid directly to any appointed trustee or the debtor in possession. A
28 disbursement of proceeds must not be made without a specific order of
 the court authorizing the disbursement, except for payment to secured
 creditors, payment to a debtor of exempt proceeds, and payment for
 expenses of sale. Proceeds may be disbursed to pay auctioneer’s fees
 and brokers’ commissions without an additional order of the court if

1 payment is consistent with the terms of the order approving the sale or
2 authorizing the employment of the auctioneer or broker.

3 Pursuant to LBR 6007-1 (h) Debtors should be authorized to pay the claims secured
4 by the Property as well as related property taxes, real estate commissions and costs of sale
5 pursuant to the terms of the Purchase Agreement and the listing agreement. The brokers'
6 commission is as set forth in the Estimated Closing with per the listing agreement is 4.45%
7 of the purchase price to be split with the Buyer's broker. Given the sale amount of
8 \$907,000.00 this provides for a total broker/agent's commission of \$40,361.50, which
9 allows for \$17,686.50 to Debtors/Sellers' agent and \$22,675.00 to Buyer's agent. This is
10 reasonable and should be authorized.

11 Although not a normal cost of sale or authorized under LBR 6007-1(h), this Rule
12 has a provision that allows the court to enter an order differently than contained in the
13 general rule. Thus, in addition to disbursement to secured creditors, commissions and costs
14 of sale Debtors request that the court order disbursement to remaining balance of the
15 proceeds to be paid into their attorneys' Trust Account to allow Counsel to attempt to
16 negotiate further with unsecured creditors and disbursed when appropriate.

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18 **E. WAIVER OF THE STAY IS REQUESTED**

19 In order to complete the sale in this case, and for Debtors not to miss the opportunity
20 presented by the sale, for their estate and its creditors, Debtors respectfully request that the
21 order on this Motion be effective immediately, notwithstanding the 14-day stay imposed
22 by FRBP 6004(h). Under this Rule, the Court has the discretion to waive the stay which is
23 appropriate in this case.

24 Waiver of Bankruptcy Rule 6004(h) will permit the sale to close as soon as possible
25 and avoid losing the beneficial deal. In addition, Debtors continue to incur the costs of the
26 Property each day until the closing of the sale. Therefore, it is very important that the Sale
27 Order be entered and that FRBP 6004(h) is waived to permit a prompt closing.
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IV. CONCLUSION

The Court may grant the Motion and approve the sale as set forth herein. The sale of the Property is in the best interest of the estate and will cover all of Debtors’ related secured obligations, administrative fees, and costs of sale with the balance of the funds to be used to pay toward unsecured creditors.

The proposed sale is clearly the best and only offer presented and available at this time. The Buyer has offered to purchase the Property “as is, where is” and all contingencies are removed. The Buyer is paying all cash and is ready and willing to close. Given the history of the marketing efforts to sell the Property it is highly unlikely that any potential buyer would overbid the sale amount. The sale is in the best interests of Debtors and the estate and no one would benefit from an overbid procedure.

Because the undisputed liens against the Property will be satisfied in full, the sale may be approved free and clear of all liens, claims and interest. Debtors believe that the purchase price to be paid by the Buyer, with whom Debtors have dealt with at arm’s length, is the highest and best price they will be able to obtains and the Buyer may be deemed to be a good faith purchaser. The Court may authorize Debtors to disburse the portions of the sale proceeds directly from escrow to pay the undisputed secured claims, the costs of sale, administrative fees, and the real estate agent’s commissions. The balance to be paid to counsel’s trust account for later disbursement for the benefit of the estate.

Based on the foregoing Debtors respectfully request the Court grant the relief requested herein.

Dated: February 14, 2019

Totaro & Shanahan

By /s/ Michael R. Totaro
Michael R. Totaro
Attorneys for Debtors/Debtors in
Possession

DECLARATION OF STANNIS STEINBECK

1
2 I, Stannis Steinbeck, declare:

3 1. Along with my husband Roger, I am the co-Debtor and co-Debtor in
4 Possession in this case. As such I have personal knowledge of the following facts and if
5 called as a witness I could and would testify competently thereto.

6 2. My husband and I are the owners of a single family residence located at
7 12005 Emery Lane, Valley Village, CA 91607 (the "Property").

8 3. We determined it is in our best interests and that of our bankruptcy estate to
9 sell the Property.

10 4. Prior to filing the bankruptcy in this case we retained certified appraiser
11 William G. Willson to appraise the Property. A true and correct copy of his appraisal which
12 he sent to us is attached hereto as Exhibit 1 and incorporated herein by reference.

13 4. The Property was listed for sale with two different brokers and the price
14 reduced until we received the current offer to buy the Property. We accepted the offer on
15 January 23, 2019. It is the only offer we have received in the eight or so months since it
16 was first listed.

17 5. Neither my husband nor I have any prior contact or relationship with the
18 Buyer. The Buyer is disinterested and all negotiations have been made in good faith and in
19 an arm's length transaction. The offer and resulting Purchase Agreement have been made
20 in good faith and in the best interests of the estate.

21 6. My husband and I both signed the acceptance of the offer on the "California
22 Residential Purchase Agreement and Joint Escrow Instructions" dated January 22, 2019
23 along with the Counter-Offer One with the related Addendums to Escrow Instructions all
24 of which are attached hereto collectively as Exhibit 2 referenced as the Purchase
25 Agreement and incorporated herein by reference.

26 7. We received a copy of the Seller's Estimated Closing Statement from the
27 escrow company which details the estimated payoff on the Note and Deed of Trust on the
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1 Property with LoanCare, the secured loan with Wells Fargo, prorated property taxes, real
2 estate commissions, the IRS claim and all of the various closing costs and the balance of
3 the funds to be paid into our attorneys' trust account for later disbursement. A true and
4 correct copy of the Estimated Closing is attached hereto as Exhibit 3 and incorporated
5 herein by reference.

6 I declare under penalty of perjury under the laws of the United States that the
7 foregoing is true and correct. Executed on February 14, 2019 at Valley Village, CA.

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Stannis Steinbeck

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DECLARATION OF MICHAEL R. TOTARO

I, Michael R. Totaro, declare:

1. I am an attorney at law duly licensed to practice before this Court and am a partner in the law firm of Totaro & Shanahan, attorneys for Debtor in this matter. I have personal knowledge of the following facts and if called as a witness I could and would testify competently thereto.

2. On about June 5, 2018 I filed an application to employ Derrick Paine as real estate agent/broker to sell Debtors' property located at 12005 Emery Ln. Valley Village, CA 91607 (the "Property"). I was familiar with Mr. Paine and he has been approved by other courts in the Central District. Knowing his track record I felt he would do a very good job in selling the Property.

3. Subsequent to the court's order approving employment I was in weekly and sometimes daily communication with Mr. Paine. As a result I was intimately involved in monitoring the sale of the Property.

4. From the date of employment until October 27, 2018 I consulted with Debtor and with Mr. Paine numerous times. I was aware through those conversations that there were no showings of the Property and no offers were presented. In large part; this was due to Debtors' failure to list the property at a realistic price.

5. When Mr. Lichterman and Rodeo Realty took over as the new agent/broker I filed an application to approve their employment. Mr Lichterman and his group were able to convince Debtors to lower the price at least twice. Finally it reached a point where one offer has been tendered and accepted. This is the only offer to come to Debtors since the filing of this bankruptcy procedure.

6. Since this is a 100% plan the funds from the sale will pay all the administrative expenses and a good part of the plan payments, Debtors will be able to pay the balance to the unsecured creditors in a very short period of time.

7. Debtors cannot afford to lose this sale and since it is a 100% plan it is my

1 best business judgment that the sale is in the best interests of Debtors and their estate and
2 there is no need or likely benefit from an overbid procedure. Given all of the circumstances
3 and lack of any other offers over this period of time it is not likely there would be any
4 alternate potential purchasers willing to pay more than the sale price.

5 8. In any event the only persons harmed by no overbid procedure are Debtors,
6 not any creditor and Debtors and the Buyer are anxious to close the sale.

7 9. In the course of working on the Motion I was in contact with the escrow
8 officer Jenica Pivnik at Encore Escrow who is handling the closing on the Property. I
9 received a copy of the Preliminary Title Report for the Property from Ms. Pivnik and
10 attached hereto as Exhibit 4 and incorporated herein by reference.

11 I declare under penalty of perjury, under the laws of the United States that the
12 foregoing is true and correct. Executed on February 14, 2019, at Los Angeles, California.

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14 /s/ Michael R. Totaro
15 Michael R. Totaro
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DECLARATION OF JONATHAN EDWARD LICHTERMAN

I, Jonathan Edward Lichterman, declare:

1. I am over the age of 18 and not a party to the within bankruptcy case. I have personal knowledge of the following facts and if called as a witness I could and would testify competently thereto.
2. I am a licensed real estate broker with the State of California for over 20 years. My license is DRE 01216058. I am currently work at Rodeo Realty in Studio City, California where I have worked for the last 10 years. I am team leader for the J Edward Group and one of the top producers at the office.
3. Valley Village is next to Studio City and myself and my team are very familiar with the market in the area. Our office regularly markets a large number of properties in the area. Myself and my team are highly qualified to represent Debtors Roger and Stannis Steinbeck (“Debtors”) in selling their property which is a single family residence located at Village, CA 91607 (the “Property”).
4. Debtors had previously listed the Property with another agent/broker however in my opinion it was very overpriced for the area and the time. I signed a listing agreement with Debtors to market and sell the Property beginning October 28, 2018. The Original listing price was \$999,000. In the first month of the listing we had a lot of traffic at open houses. We held open houses every weekend to try to drive as much traffic as possible.
5. The Property was extensively marketed, including on all forms of social media. The Property is a little unusual because it has three stories but is only 2,006 sq

feet. One of the bedrooms was turned into an office so there were not three true bedrooms.


6. After the initial month there was not much traffic and my team brainstormed a lot to find ways to market. We had to reduce the price several times when there was no real interest in the Property. In fact, we did not get a single offer until the current offer on January 22, 2019 for a purchase price of \$907,000. This buyer has a unique set of circumstances and we were fortunate. I believe this is the highest and best offer Debtors are likely to receive given the current market.

7. On January 22, 2019 we received an all cash offer on behalf of Debtors from the real estate broker for Raymond James Finlayson (“Buyer”) with a purchase price of \$907,000.00. There is a counteroffer and a couple of Addendums that did not materially alter the terms of the sale. A true and correct copy of the fully executed “California Residential Purchase Agreement and Joint Escrow Instructions” dated January 22, 2019 and accepted by Debtors on January 23, 2019, along with the Counter-Offer One with the related Addendums are attached hereto collectively as Exhibit 2 and incorporated herein by reference.

8. This is the only offer Debtors have received since we began marketing the Property and I was advised they did not receive any offers when it was previously listed. Given the circumstances, I believe that this is the best offer Debtors are likely to receive in this market. It is my business judgment that it is not likely Debtors would receive a more favorable offer and there are no buyers likely at this time to overbid the purchase price in this sale. I understand that the sales price will cover all of Debtor’s secured creditors, costs of sale and expenses and provide significant additional funds for Debtor’s

estate. As such an overbid procedure would not likely benefit Debtor estate.

I declare under penalty of perjury that the foregoing is true and correct. Executed
on February 14, 2019 at Studio City, CA.



Jonathan Edward Lichterman

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EXHIBIT 1

APPRAISAL OF



LOCATED AT:

12005 Emery Ln
Valley Village, CA 91607

FOR:

Stannis V Steinbeck
12005 Emery Ln
Valley village, CA, 91607

BORROWER:

Stannis Steinbeck

AS OF:

September 7, 2017

BY:

William G. Willson
12479 Glory Dr.

September 7, 2017

Ms. Stannis Steinbeck
Stannis V Steinbeck
12005 Emery Ln
Valley village, CA, 91607

File Number: Emery 12005

In accordance with your request, I have appraised the real property at:

12005 Emery Ln
Valley Village, CA 91607

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as improved.
The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the market value of the property as of September 7, 2017 is:

\$890,000
Eight Hundred Ninety Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,
final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.



William G. Willson
12479 Glory Dr.
Eastvale, CA 91752

Uniform Residential Appraisal Report

File No. Emery 12005

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 12005 Emery Ln	City Valley Village	State CA	Zip Code 91607
Borrower Stannis Steinbeck	Owner of Public Record Roger R & Stannis V Steinbeck	County Los Angeles	
Legal Description Tr=72157 Lot 10			
Assessor's Parcel # 2348-008-109	Tax Year 2016	R.E. Taxes \$ 2,771	
Neighborhood Name Valley Village	Map Reference None	Census Tract 1251.00	
Occupant <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant	Special Assessments \$ 0	<input type="checkbox"/> PUD	HOA \$ 0 <input type="checkbox"/> per year <input type="checkbox"/> per month
Property Rights Appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)			
Assignment Type <input type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input checked="" type="checkbox"/> Other (describe) Litigation			
Lender/Client Stannis V Steinbeck		Address 12005 Emery Ln, Valley village, CA 91607	
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Report data source(s) used, offering price(s), and date(s). MLS, Realquest - The subject is not currently offered for sale. The most recent sale was as of 02/26/2016 for \$824500, doc #212763.			

I <input type="checkbox"/> did <input type="checkbox"/> did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.			
Contract Price \$	Date of Contract	Is the property seller the owner of public record?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Data Source(s)		Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, report the total dollar amount and describe the items to be paid.			

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %	
Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	30 %		
Built-Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	4 %		
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input checked="" type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	600 Low	4	Multi-Family	66 %		
Neighborhood Boundaries See Attached Addendum		1,485 High	86	Commercial	%		
		965 Pred.	62	Other	%		
Neighborhood Description See Attached Addendum							
Market Conditions (including support for the above conclusions) See Attached Addendum							

Dimensions 40 x 30	Area 980 sf	Shape Rectangular	View N;Res;
Specific Zoning Classification RD1.5	Zoning Description Single Family Residential		
Zoning Compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)	Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.		
Utilities	Public	Other (describe)	Public
Electricity <input checked="" type="checkbox"/>	<input type="checkbox"/>		Water <input checked="" type="checkbox"/>
Gas <input checked="" type="checkbox"/>	<input type="checkbox"/>		Sanitary Sewer <input checked="" type="checkbox"/>
Off-site Improvements—Type		Public	Private
Street Macadam		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Alley None		<input type="checkbox"/>	<input type="checkbox"/>
FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FEMA Flood Zone X	FEMA Map # 06037C1320F	FEMA Map Date 09/26/2008
Are the utilities and off-site improvements typical for the market area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe. N/A			
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe. See Attached Addendum			

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION materials/condition		INTERIOR materials/condition	
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	Concrete/Gd	Floors	Wood/Cpt/Gd		
# of Stories 3	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Stucco/Gd	Walls	PDW/Gd		
Type <input type="checkbox"/> Det. <input type="checkbox"/> Att. <input checked="" type="checkbox"/> S-Det./End Unit	Basement Area 0 sq. ft.	Roof Surface	Flat/Comp/Gd	Trim/Finish	PWd/Gd		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish 0 %	Gutters & Downspouts	Both/Gd	Bath Floor	Tile/Pebble/Gd		
Design (Style) Mediterranean	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	Low E/Gd	Bath Wainscot	Tile/Gd		
Year Built 2016	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	Neither	Car Storage	<input type="checkbox"/> None		
Effective Age (Yrs) 1	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	Yes/Gd	<input checked="" type="checkbox"/> Driveway # of Cars 0			
Attic <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> WoodStove(s) #0	Driveway Surface	Concrete		
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other Fuel Gas	<input checked="" type="checkbox"/> Fireplace(s) # 1	<input type="checkbox"/> Fence None	<input checked="" type="checkbox"/> Garage # of Cars 2			
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck Deck	<input checked="" type="checkbox"/> Porch Porch	<input type="checkbox"/> Carport # of Cars 0			
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool None	<input type="checkbox"/> Other None	<input type="checkbox"/> Att. <input type="checkbox"/> Det. <input checked="" type="checkbox"/> Built-in			
Appliances <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)							
Finished area above grade contains:		6 Rooms	3 Bedrooms	4.0 Bath(s)	1,955 Square Feet of Gross Living Area Above Grade		
Additional features (special energy efficient items, etc.) All mandated energy efficient items under the year 2000 and 2010 building codes.							

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). **C3;No updates in the prior 15 years;The site inspection revealed that the subject property is in good condition. The subject was built in 2016, and based upon the on-going maintenance and upkeep, the effective age is estimated to be 1years. The subject is A unique home in that it is a single family detached residence with approximately 6 inches between it and its neighbors. The homes are attached by a piece of flashing that covers the space between the buildings. It is well built and projects very good interior and exterior eye appeal to the market. The subject < continued in addendum >**

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes No If Yes, describe. **N/A**

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? Yes No If No, describe. **N/A**

Uniform Residential Appraisal Report

File No. Emery 12005

There are **15** comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ **3,700** to \$ **1,499,900**
 There are **92** comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ **600,000** to \$ **1,485,000**

FEATURE	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3			
12005 Emery Ln Address Valley Village, CA 91607	5330 Beeman Ave Valley Village, CA 91607	5253 Vintage Ave #203 Valley Village, CA 91607	5755 Wilkinson Ave Valley Glen, CA 91607				
Proximity to Subject		0.74 miles NW	0.22 miles NW	0.87 miles NW			
Sale Price	\$	\$ 880,000	\$ 760,000	\$ 729,500			
Sale Price/Gross Liv. Area	\$ 0.00 sq. ft.	\$ 476.96 sq. ft.	\$ 409.70 sq. ft.	\$ 340.73 sq. ft.			
Data Source(s)		CRMLS#BB17133470;DOM 18	CRMLS #17250688;DOM 41	CRMLS#SR16736597;DOM 116			
Verification Source(s)		Doc#880529 08/04/2017	Doc #876881 08/03/2017	Doc#360912 03/31/2017			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sale or Financing Concessions		ArmLth Conv;3500	-3,500	ArmLth Conv;0		ArmLth Conv;0	
Date of Sale/Time		s08/17;c07/17		s08/17;c07/17		s04/17;c02/17	21,885
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	980 sf	6992 sf	-24,000	0 sf	2,000	6590 sf	-22,400
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	SD3;Mediterranean	DT1;Contemp	-10,000	AT1;Mediterranean	50,000	DT1;Ranch	-10,000
Quality of Construction	Q4	Q4		Q4		Q4	
Actual Age	1	69	34,000	1		55	27,000
Condition	C3	C3		C3		C4	51,065
Above Grade	Total Bdrms Baths	Total Bdrms Baths	0	Total Bdrms Baths		Total Bdrms Baths	0
Room Count	6 3 4.0	6 3 2.0	30,000	6 3 2.0	30,000	6 3 2.0	30,000
Gross Living Area 60.00	1,955 sq. ft.	1,845 sq. ft.	6,600	1,855 sq. ft.	6,000	2,141 sq. ft.	-11,200
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	FAU/CAC	FAU/CAC		FAU/CAC		FAU/CAC	
Energy Efficient Items	All	None	5,000	All		None	5,000
Garage/Carport	2gbi	2ga2dw	-2,000	2gbi, assigned	1,000	2ga2dw	-2,000
Porch/Patio/Deck	Patio/Deck	Patio/Porch	0	Patio/Deck		Patio/Porch	0
Fireplace	None	1 F/P	-2,500	None		1 F/P	-2,500
Other Amenities	None	None		None		None	
APN	2348-008-109	2346-013-064	0	2347-020-048	0	2340-015-047	0
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 33,600	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 89,000	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 86,850
Adjusted Sale Price of Comparables		Net Adj. 3.8% Gross Adj. 13.4%	\$ 913,600	Net Adj. 11.7% Gross Adj. 11.7%	\$ 849,000	Net Adj. 11.9% Gross Adj. 25.1%	\$ 816,350

SALES COMPARISON APPROACH

I did did not research the sale or transfer history of the subject property and comparable sales. If not, explain _____

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data source(s) **FARES/CLAW MLS**

My research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data source(s) **FARES/CLAW MLS**

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Date of Prior Sale/Transfer	02/26/2016			
Price of Prior Sale/Transfer	\$824,500			
Data Source(s)	CoreLogic	CoreLogic	CoreLogic	CoreLogic
Effective Date of Data Source(s)	09/06/2017	09/06/2017	09/06/2017	09/06/2017

Analysis of prior sale or transfer history of the subject property and comparable sales **The subject is not currently under a sales contract and the most recent transfer is listed above. Comparable #4 was purchased almost a year ago as a property needing TLC. It has been renovated and resold.**

Summary of Sales Comparison Approach. **See Attached Addendum**

Indicated Value by Sales Comparison Approach \$ **890,000** **Eight Hundred Ninety Thousand Dollars**

Indicated Value by: **Sales Comparison Approach \$890,000** **Cost Approach (if developed) \$ 899,100** **Income Approach (if developed) \$**

Primary emphasis has been placed on the Sales Comparison Approach as it best reflects the actions of typical buyers and sellers in the market. The Cost Approach is used as a supportive role, while the Income Approach has been excluded as few buyers purchase single family residences based upon their income potential

This appraisal is made "as is," subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: **See Attached Addendum**

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$890,000 as of 09/07/2017, which is the date of inspection and the effective date of this appraisal.

RECONCILIATION

Uniform Residential Appraisal Report

File No. Emery 12005

ADDITIONAL COMMENTS

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) The site value is estimated by the extraction method due to the lack of recent lot sales in the immediate area. The high land value ratio is typical for the area and should not affect the property's marketability.

COST APPROACH

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE = \$ 600,000		
Source of cost data <u>Marshall & Swift / Builders and Contractors</u>	Dwelling	1,955 Sq. Ft. @ \$ 125.00	= \$ 244,375
Quality rating from cost service <u>Good</u> Effective date of cost data <u>09/08/2017</u>		Sq. Ft. @ \$	= \$ 0
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Roof Deck		25,000
<u>See Attached Addendum</u>	Garage/Carport	352 Sq. Ft. @ \$ 50.00	= \$ 17,600
	Total Estimate of Cost-New		= \$ 286,975
	Less 70 Physical	Functional	External
	Depreciation	\$2,870	= \$ (2,870)
	Depreciated Cost of Improvements		= \$ 284,105
	"As-is" Value of Site Improvements		= \$ 15,000
Estimated Remaining Economic Life (HUD and VA only) <u>69</u> Years	INDICATED VALUE BY COST APPROACH = \$ 899,100		

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ _____ X Gross Rent Multiplier _____ = \$ _____ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) _____

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s) Detached Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project _____

Total number of phases _____ Total number of units _____ Total number of units sold _____

Total number of units rented _____ Total number of units for sale _____ Data source(s) _____

Was the project created by the conversion of an existing building(s) into a PUD? Yes No If Yes, date of conversion. _____

Does the project contain any multi-dwelling units? Yes No Data source(s) _____

Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion. _____

Are the common elements leased to or by the Homeowners' Association? Yes No If Yes, describe the rental terms and options. _____

Describe common elements and recreational facilities. _____

Uniform Residential Appraisal Report

File No. Emery 12005

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

File No. Emery 12005

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

Uniform Residential Appraisal Report

File No. Emery 12005

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.


24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
 Name William G. Willson
 Company Name Advance Real Estate Appraisal
 Company Address 12479 Glory Dr.
Mira Loma, CA 91752
 Telephone Number 949-228-2743
 Email Address bwillson@advancerea.net
 Date of Signature and Report 09/09/2017
 Effective Date of Appraisal 09/07/2017
 State Certification # AG031834
 or State License # _____
 or Other (describe) _____ State # _____
 State CA
 Expiration Date of Certification or License 09/19/2019

ADDRESS OF PROPERTY APPRAISED
12005 Emery Ln
Valley Village, CA 91607

APPRAISED VALUE OF SUBJECT PROPERTY \$ 890,000

LENDER/CLIENT

Name Ms. Stannis Steinbeck
 Company Name Stannis V Steinbeck
 Company Address 12005 Emery Ln
Valley village, CA 91607
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- Did not inspect subject property
 Did inspect exterior of subject property from street
 Date of Inspection _____
 Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street
 Date of Inspection _____

Uniform Appraisal Dataset Definitions

File No. Emery 12005

Condition Ratings and Definitions

C1 The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.*

**Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and the recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2 The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

**Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

C3 The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

**Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

C4 The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

**Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.*

C5 The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

**Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

C6 The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

**Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.*

Quality Ratings and Definitions

Q1 Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2 Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

Q3 Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4 Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5 Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6 Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical /functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/ or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

The number of full and half baths is reported by separating the two values by a period. The full bath is represented to the left of the period. The half bath count is represented to the right of the period. Three-quarter baths are to be counted as a full bath in all cases. Quarter baths (baths that feature only toilet) are not to be included in the bathroom count.

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Property Address: 12005 Emery Ln			Case No.:
City: Valley Village		State: CA	Zip: 91607
Lender: Stannis V Steinbeck			

Beginning Addendum

FHA and the Mortgagee are the intended users of the appraisal report. The intended use is to evaluate the property that is the subject of this appraisal for a mortgage financing transaction subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of the appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

The intended use is solely to assist FHA in assessing the risk of the Property securing the FHA-insured Mortgage (24 CFR § 200.145(b))

The FHA Appraiser does not guarantee that the Property is free from defects. The appraisal establishes the value of the Property for mortgage insurance purposes only.

Although a walk-through inspection has been performed, the appraiser is not an expert in the field of building inspection, structural engineering, pest control, hazardous waste detection, and soil engineering. The appraiser provides no warranty in regards to these elements and experts in these related fields should be consulted, if desired.

Please note that the appraiser has not provided valuation services for the subject property in the prior 36 months.

Neighborhood Boundaries

The subject is bound from the North by Oxnard St., from the South by Magnolia Blvd., from the East by Colfax Ave, and from the West by Coldwater Canyon Blvd.

Neighborhood Description

The subject is located in the area of Valley village, in the city of Los Angeles within the county of Los Angeles, California. ZIP CODE DATA. The zip code has a population of 27,927 with 12,859 households. The median household income is \$53,531, well below the median household income for the State of \$61,818. 29.9% of the residents own their homes and 12.7% live below the poverty level. The subject is located in an area made up of mostly SFR's, both attached and detached reflecting average to very good quality and condition. The area is proximate to major support services, employment centers, schools of all levels and transportation (170 and 101 Freeways). No adverse conditions were noted.

Neighborhood Market Conditions

Generally market conditions within the neighborhood have stabilized with a balance between the available supply and demand, with prices showing more consistency. Typical financing exists, predominantly consisting of conventional fixed, FHA, and ARM's. Typical financing concessions are evident. Exposure time is approximately 1-3 months, which is an average time to expose a reasonable priced and well maintained property.

According to DQ News, "LA Times Sunday Edition Charts" - Data for the full year of 2016 indicated that there were 192 SFR sales in the subject's zip code with a median price of \$ 873,000. This represents an increase of 8.4% in sales from the same reported statistic for the 2015 calendar year. Note: These statistics include both attached and detached SFR's with a varied GLA.

Sales activity for the month of July, 2017 has increased slightly, with 19 sale transactions in the subject's zip code, with a median price of \$1,007,000, showing an 18.1% increase over the same period of time in the previous year. The San Fernando Valley is beginning to see some rehabilitation, specifically in areas like Valley Village near media employment which is increasing demand and prices. The 1004MC with more specific search parameters reflects a similar market with increasing prices.

NOTE: These numbers reflect all SFR sales regardless of GLA, attached or detached, type of sale, therefore including REO and Short sale activity. After reviewing the sales in the subject neighborhood over the past 12 months, as well as the current listings, it is apparent that the subject's neighborhood mirrors similar statistics as the zip code statistics. There were no other apparent adverse factors which affect the subject's marketability. A time adjustment of 0.75% per month will be made to comparables more than one month old.

Site Comments

Unless otherwise mentioned in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by this appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such materials on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field if they so desire.

Condition of the Property

Continued from Condition of the Property: is three stories with a deck on the roof. The first story has the entrance, garage, bedroom full bath and laundry area. The second story has the living room, dining area, kitchen and powder room. The third story has two bedrooms and two full baths and the fourth story is actually a roof deck with small outdoor kitchen with sink and quartz counters. The flooring consists of carpet in the third story bedrooms, hard wood in the entry, first floor bedroom, and entire second floor and tile in the bathrooms, except the first floor bath that has a pebble (rock) floor. The kitchen has quartz counters and backsplash and a full compliment of appliances including a built-in refrigerator. The laundry is located in a cabinet on the first floor. The bathrooms have quartz counters and tile wainscot. Functional utility is good with adequately sized rooms, ample closet space and an efficient layout. Overall, the condition of the flooring materials, walls,

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doors, counters, cabinets and paint is very good. The utilities and mechanical systems were on and operational at the time of inspection.

The exterior of the subject is stucco with a composition roof used as a deck, both considered to be in good condition. Landscaping in the front consists of grass, plants, shrubs and mature trees and is considered to be consistent within the neighborhood. The configuration of this project is two rows of four homes each on either side of a driveway (Emery Lane). There is minimal front landscaping and no rear landscaping. No personal property was included in the final valuation.

Note: GLA measurements were made in accordance to American National Standard Institute (ANSI) guidelines. The actual measurement may differ from county records. This may be due to the staircases and or and water heater square footage being included or excluded in reported GLA. Other discrepancies may be due to variances between submitted building plans and actual building construction. The appraiser measures the subject property to the nearest .5 ft and therefore there is typically a variance to the recorded square footage. The measurement variance in this appraisal is not available as public records has no information on the property.

Further inspection of the subject property showed no indication of signs of infestation. The plumbing, heating, and electrical systems appeared to be in proper working order. At the time of inspection, the subject appeared to have a sufficient supply of potable water running under adequate pressure. Domestic hot water was considered to be in ready supply. The subject bathroom plumbing was found to be in proper working order. The water heater is tankless and the home has both smoke detectors and CO monitors.

Comments on Sales Comparison

The sales comparables chosen were all considered to be good comparables, proximate to the subject within the city of Valley Village. The subject is somewhat of a hybrid and five of the six comparables are traditional SFR's while one is a condominium. The comparables were chosen based upon their similarity in size, age, location and utility. The difference between a traditional SFR and the subject was adjusted \$10,000 in the design/style section and then the difference in lot size way also adjusted. The comparables were adjusted at \$ 2,00 for driveway spaces, \$2,500 for fireplace, \$ 5,000 for energy efficiencies,\$5,000 for an additional bedroom and \$15,000for additional bath. A condition adjustment of 3% to 7% was given to comparable(s) based upon the appraiser's exterior inspection and the information gathered in MLS and the realtors. The building area adjustment was made at \$60 per square foot, based upon the market reaction to differences in gross living area (no adjustment was made if size difference was less than 100 feet). Land size adjustments were made at \$4.00 per square feet (rounded to the nearest thousand) as the subject does not have any front or rear yards.

All comparables used in this report are reported to be the most current sales comparables at the time of the inspection and the best representation of the subject's market value. Comparables #1, #2, #3 and #4 were all given consideration in determining the final opinion of value of the subject. Comparable #1 is the most recent sale and weighted most heavily. Comparable #2 iw a condominium and weighted the least. Comparables #5 and #6 were added as current listings to demonstrate the existing market, and therefore were given minimal consideration when the final valuation of the subject was developed.

The subject market value is slightly lower than the 'predominant value' noted on page one and on the 1004MC. The difference is due to the unique hybrid design of a single family detached home in an attached setting.

Conditions of Appraisal

The appraisal was prepared on the property in its "as is" condition. There were not other special conditions on the appraisal. This appraisal report is not intended for use in a mortgage finance transaction. This is an appraisal report, completed in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).

Cost Approach Comments

The cost approach is used in a supportive role, although it is somewhat weakened by the difficulty in estimating accrued depreciation on an older property, as well as establishing land value where an absence of vacant land sale comparisons exist.

Because of the mature status of the subject's neighborhood and the lack of new development, no vacant land sales were available within the immediate area. As a result, land value in the cost approach is based on the abstraction method. The high 'land to improvement' value ratio is typical for the area. Replacement cost figures used in developing the cost approach are for valuation purposed only. No one, client or third party, should rely on these figures for insurance purposes. Actual reconstruction costs can easily exceed the replacement costs figures used in this appraisal.

Physical depreciation is calculated using the effective age/economic life method. Depreciation is based on a life of 70 years and an effective age of 1 years, which equates to 1% depreciation ratio. No significant functional obsolescence was noted.

Extra Comments

Comments on the Digital Signature

This appraisal is digitally signed. The digital signature requires a security password known only by the signer. Copies of the digitally signed appraisal may be delivered electronically, however, no changes can be made by anyone other than the signatories to any portion of the appraisal, once it has been digitally signed. The digital signature used on this appraisal is an accurate representation of the signer's signature.

I CERTIFY THAT I AM LICENSED OR CERTIFIED IN THE STATE IN WHICH THE SUBJECT IN LOCATED.

NO EMPLOYEE, DIRECTOR, OFFICER OR AGENT OF THE LENDER, OR ANY OTHER THIRD PARTY ACTING AS A JOINT VENTURE PARTNER, INDEPENDENT CONTRACTOR, APPRAISAL MANAGEMENT COMPANY, OR PARTNER ON BEHALF OF THE LENDER HAS INFLUENCED OR ATTEMPTED TO INFLUENCE THE DEVELOPMENT, REPORTING, RESULT OR REVIEW OF THIS ASSIGNMENT THROUGH COERCION, EXTORTION, COLLUSION, COMPENSATION, INSTRUCTION, INDUCEMENT, INTIMIDATION, BRIBERY OR IN ANY OTHER MANNER.

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THIS ASSIGNMENT WAS NOT ENGAGED WITH A PRELIMINARY, PREDETERMINED OR DESIRED VALUE ESTIMATE. I WAS NOT ASKED TO PROVIDE A PRELIMINARY ESTIMATE FOR THE SUBJECT PROPERTY PRIOR TO THE COMPLETION OF THIS APPRAISAL REPORT.

I UNDERSTAND THAT MY FEE IS NOT CONTINGENT ON MY FINAL OPINION, CONCLUSION, OR VALUATION. I FURTHER UNDERSTAND THAT I CANNOT BE REMOVED FROM THE LIST OF APPROVED APPRAISERS DUE TO MY OPINION OR VALUE ESTIMATE.

Market Conditions Addendum to the Appraisal Report File No. Emery 12005

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address **12005 Emery Ln** City **Valley Village** State **CA** Zip Code **91607**

Borrower **Stannis Steinbeck**

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	50	18	24	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)	8.33	6.00	8.00	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Comparable Active Listings	11	15	15	<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	1.32	2.50	1.88	<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	877,950	936,000	965,000	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Sales Days on Market	46	31	14	<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Comparable List Price	995,000	960,000	\$1,099,000	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Listings Days on Market	124	72	37	<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale Price as % of List Price	99.05%	99.78%	100.14%	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Seller-(developer, builder, etc.)paid financial assistance prevalent?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.).
The CRMLS MLS indicates there were 92 closed sales during the past 12 months and 19 of those sales contained seller concessions which is 21% of the total transactions in this market area. Prior Months 7-12: 50 Sales; 7 with concessions; 14% of sales for this period. 4-6: 18 Sales; 3 with concessions; 17% of sales for this period. 0-3: 24 Sales; 9 with concessions; 38% of sales for this period. The concessions ranged between \$2,500 and \$60,000. The median concession amount is \$8,000.

Are foreclosure sales (REO sales) a factor in the market? Yes No If yes, explain (including the trends in listings and sales of foreclosed properties).
The CRMLS MLS indicates there were 92 closed sales during the past 12 months and 3 of those sales were either foreclosures or short sales which is 3% of the total transactions in this market area. Prior Months 7-12: 50 Sales; 1 foreclosures or short sales; 2% of sales for this period. 4-6: 18 Sales; 0 foreclosures or short sales; 0% of sales for this period. 0-3: 24 Sales; 2 foreclosures or short sales; 8% of sales for this period.

Cite data sources for above information. **The CRMLS MLS was the data source used to complete the Market Conditions Addendum. Effective Date: Wednesday, September 6, 2017**

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.
965The data for this analysis includes 189 variants all within one mile of the subject and within 20% of its GLA. The key elements of the analysis are that the sales rate has remained stable while inventory has increased slightly. Prices have continued to rise as have listing prices. The price ratio has also increased to over 100% as sales days on market have dropped below 20.

If the subject is a unit in a condominium or cooperative project, complete the following: Project Name: _____

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Active Comparable Listings				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Are foreclosure sales (REO sales) a factor in the project? Yes No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.


Summarize the above trends and address the impact on the subject unit and project.

MARKET RESEARCH & ANALYSIS

CONDO / CO-OP PROJECTS

APPRAISER

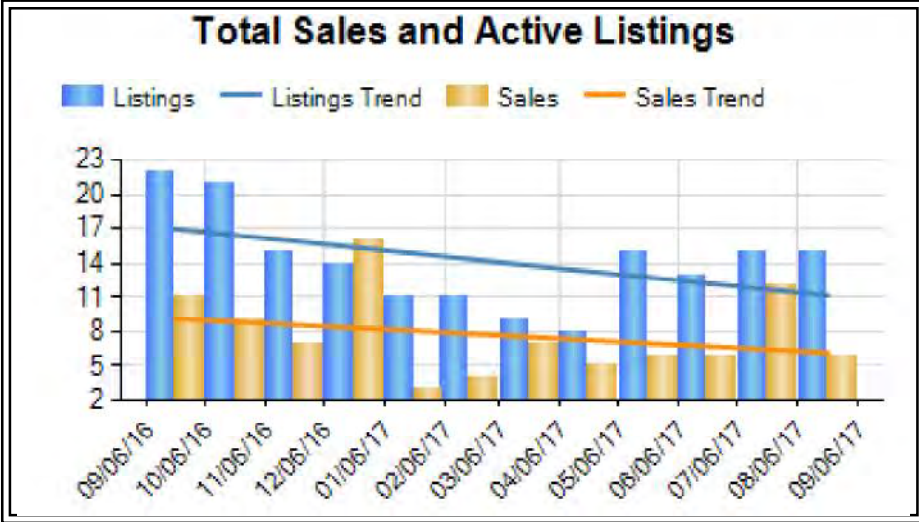
APPRAISER

Signature 
 Name William G. Willson
 Company Name Advance Real Estate Appraisal
 Company Address 12479 Glory Dr.
Mira Loma, CA 91752
 State License/Certification # AG031834 State CA
 Email Address bwillson@advancerea.net

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 State License/Certification # _____ State _____
 Email Address _____

Borrower: Stannis Steinbeck	Main Document	Page 39 of 111	File No.: Emery 12005
Property Address: 12005 Emery Ln			Case No.:
City: Valley Village		State: CA	Zip: 91607
Lender: Stannis V Steinbeck			



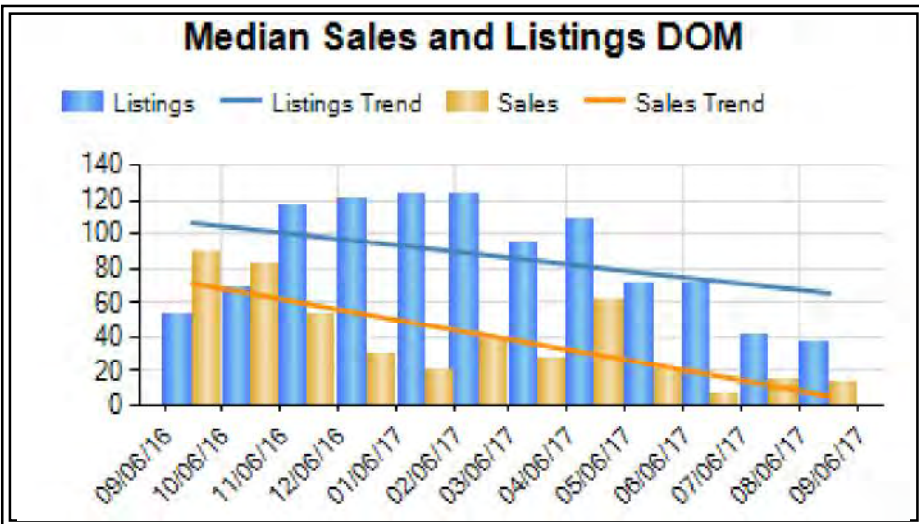
Activity

Sales activity has declined slightly in this monthly trend line graph while in the quarterly numbers on the previous page it appears even. The large number of sales in August account for the differences.



Prices

Both sales and listing prices have increased. The increase for sales prices is in the 9% range. The market is getting tighter as indicated by the declining days on market and limited inventory.



Days On Market

Sales DOM have been under 20 for the past quarter which is an indicator of a tight, seller's market.



Price Ratio

The increasing price ratio is consistent with a tight seller's market.

USPAP ADDENDUM

File No. Emery 12005

Borrower: Stannis Steinbeck
 Property Address: 12005 Emery Ln
 City: Valley Village County: Los Angeles State: CA Zip Code: 91607
 Lender: Stannis V Steinbeck

Reasonable Exposure Time
 My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 30-45 days


The subject is basically a new home in good condition, but is a hybrid in that it is legally and physically a single family residence but does not have the traditional front and rear yards. This property may require more than the average amount of exposure to sell at market price.

Additional Certifications

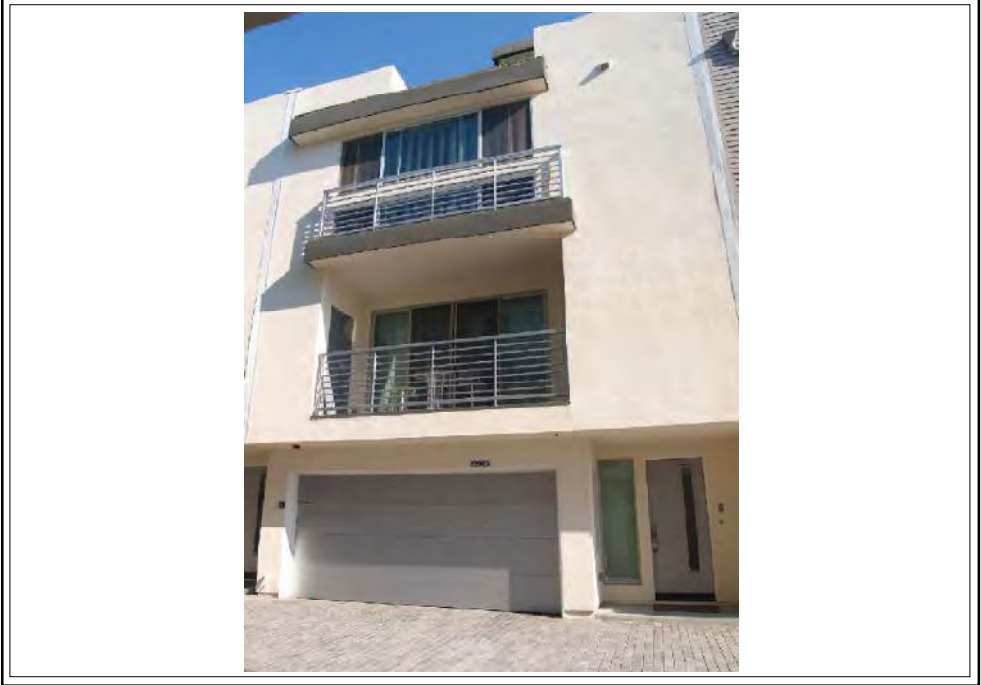
I have performed **NO** services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

Additional Comments

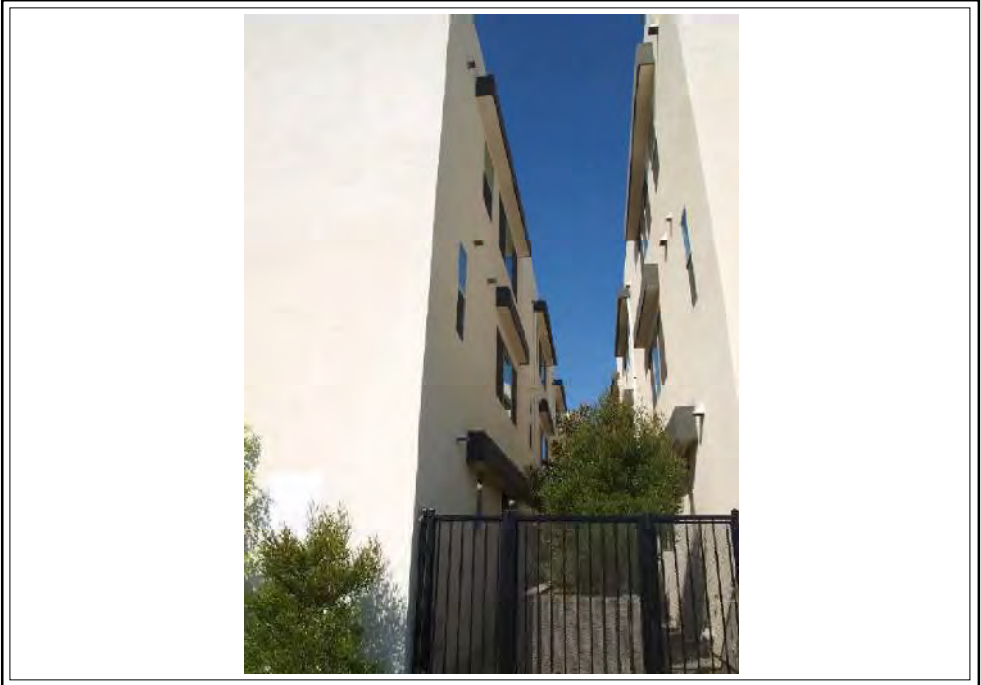
<p>APPRAISER:</p> <p>Signature: <u></u> Name: <u>William G. Willson</u> Date Signed: <u>09/09/2017</u> State Certification #: <u>AG031834</u> or State License #: _____ or Other (describe): _____ State #: _____ State: <u>CA</u> Expiration Date of Certification or License: <u>09/19/2019</u> Effective Date of Appraisal: <u>September 7, 2017</u></p>	<p>SUPERVISORY APPRAISER (only if required):</p> <p>Signature: _____ Name: _____ Date Signed: _____ State Certification #: _____ or State License #: _____ State: _____ Expiration Date of Certification or License: _____ Supervisory Appraiser inspection of Subject Property: <input type="checkbox"/> Did Not <input type="checkbox"/> Exterior-only from street <input type="checkbox"/> Interior and Exterior</p>
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Borrower: Stannis Steinbeck	Main Document	Page 41 of 111	File No.: Emery 12005
Property Address: 12005 Emery Ln			Case No.:
City: Valley Village		State: CA	Zip: 91607
Lender: Stannis V Steinbeck			



FRONT VIEW OF SUBJECT PROPERTY

Appraised Date: September 7, 2017
Appraised Value: \$ 890,000



REAR VIEW OF SUBJECT PROPERTY



STREET SCENE

Borrower: Stannis Steinbeck	Main Document	Page 42 of 111	File No.: Emery 12005
Property Address: 12005 Emery Ln			Case No.:
City: Valley Village		State: CA	Zip: 91607
Lender: Stannis V Steinbeck			



COMPARABLE SALE #1

5330 Beeman Ave
Valley Village, CA 91607
Sale Date: s08/17;c07/17
Sale Price: \$ 880,000



COMPARABLE SALE #2

5253 Vintage Ave #203
Valley Village, CA 91607
Sale Date: s08/17;c07/17
Sale Price: \$ 760,000



COMPARABLE SALE #3

5755 Wilkinson Ave
Valley Glen, CA 91607
Sale Date: s04/17;c02/17
Sale Price: \$ 729,500

Borrower: Stannis Steinbeck	Main Document	Page 43 of 111	File No.: Emery 12005
Property Address: 12005 Emery Ln			Case No.:
City: Valley Village		State: CA	Zip: 91607
Lender: Stannis V Steinbeck			



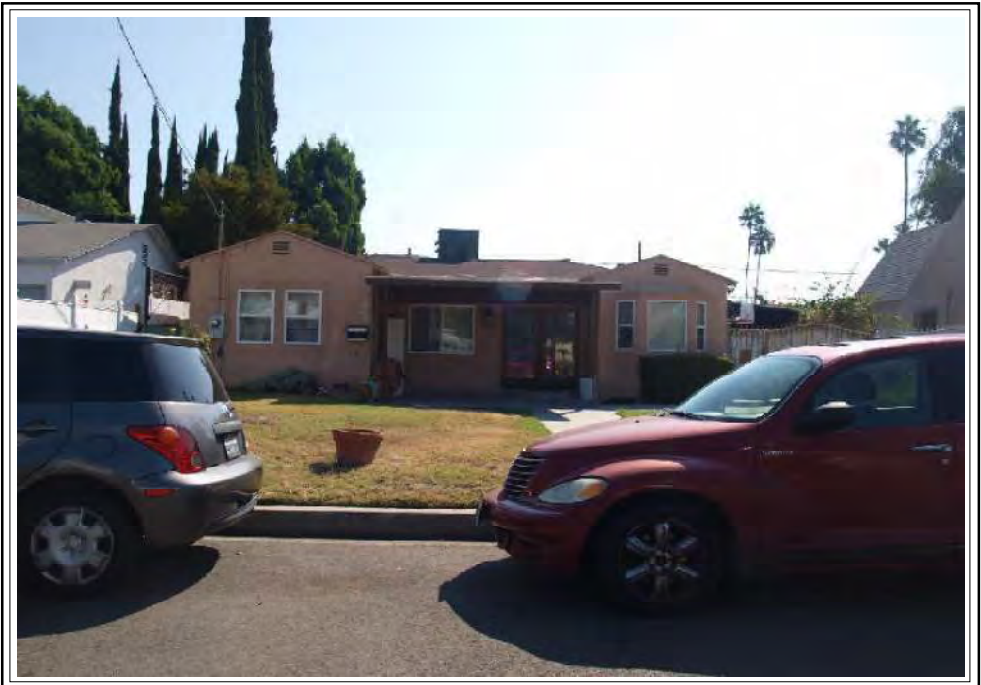
COMPARABLE SALE #4

5740 Vantage Ave
Valley Village, CA 91607
Sale Date: s03/17;c02/17
Sale Price: \$ 830,000



COMPARABLE SALE #5

12444 is St
Valley Village, CA 91607
Sale Date: Active
Sale Price: \$ 899,000



COMPARABLE SALE #6

5240 Wilkinson Ave
Valley Village, CA 91607
Sale Date: Active
Sale Price: \$ 888,000

Borrower: Stannis Steinbeck
Property Address: 12005 Emery Ln
City: Valley Village
Lender: Stannis V Steinbeck

State: CA

Case No.:

Zip: 91607



1st floor bedroom, being used as an office. Hard wood floor



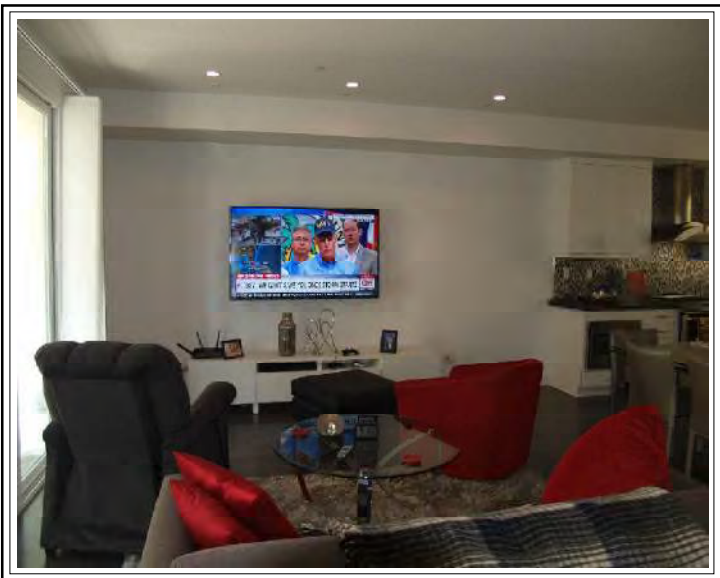
1st floor full bath, quartz counter, tile wainscot and wood floor.



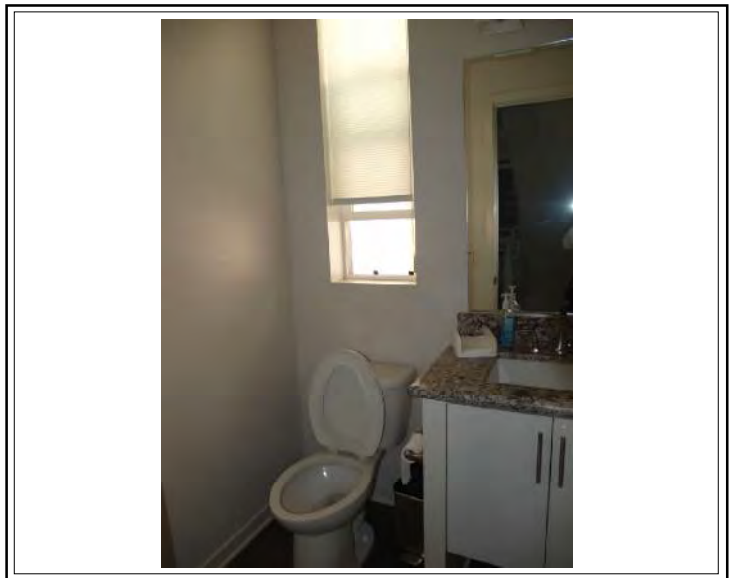
First floor washer/dryer cabinet.



Second floor, kitchen and dining area. Wood floors, Quartz counters, built-in refrigerator.



Living room, wood floor



Powder room, wood floor, granite counter

Borrower: Stannis Steinbeck

Property Address: 12005 Emery Ln

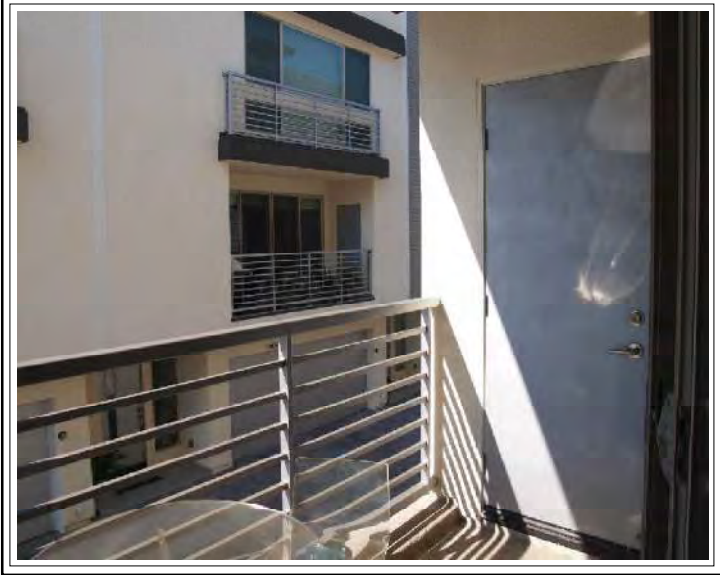
Case No.:

City: Valley Village

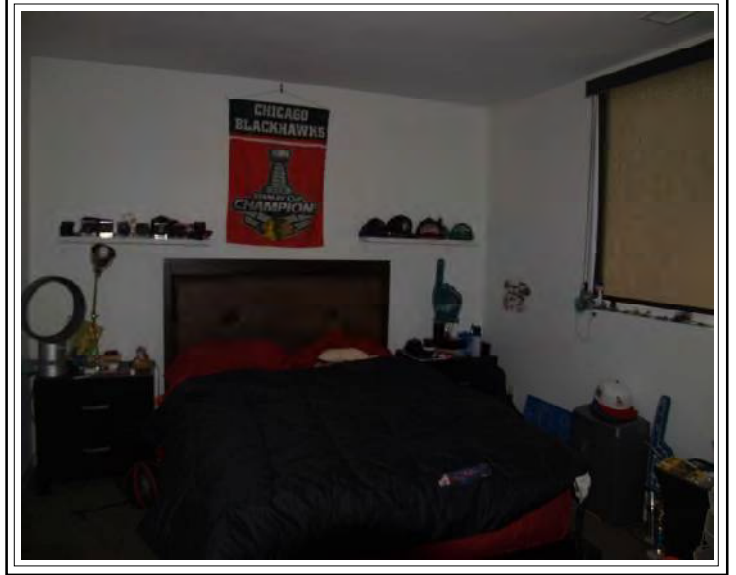
State: CA

Zip: 91607

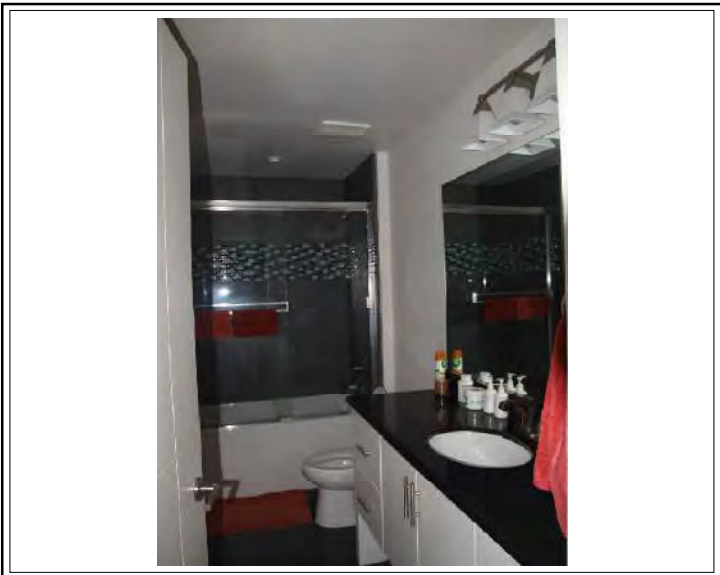
Lender: Stannis V Steinbeck



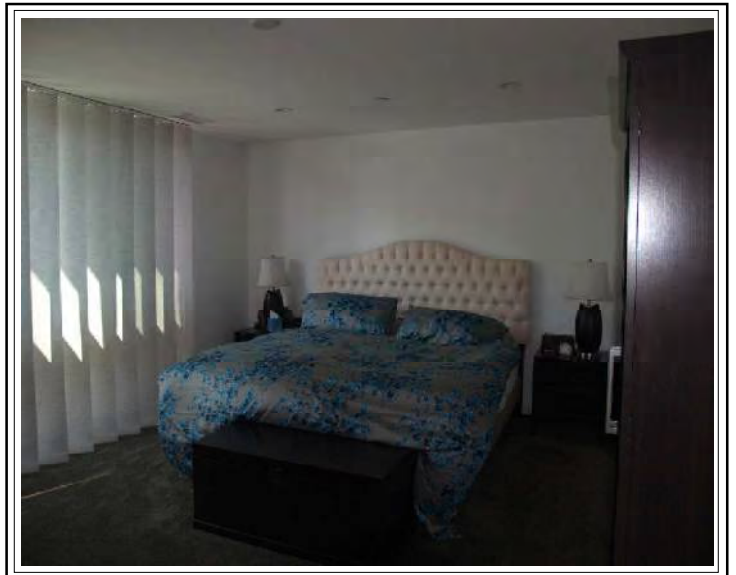
Balcony, extra storage



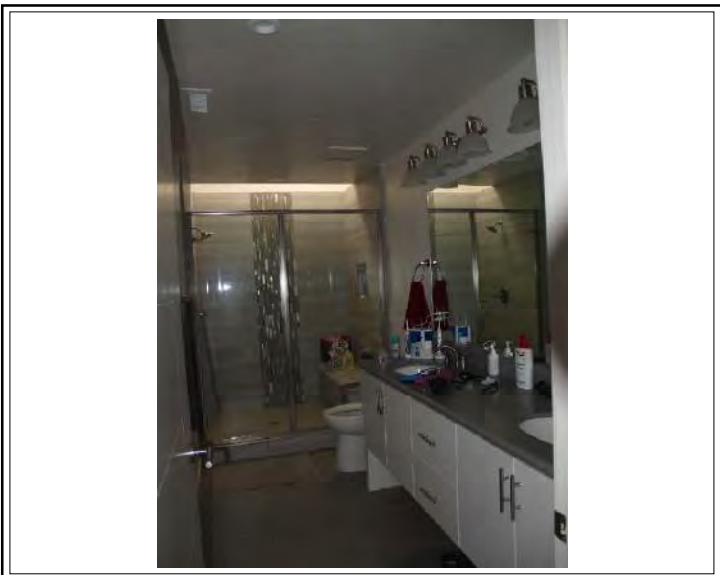
Third floor, secondary bedroom, carpet flooring.



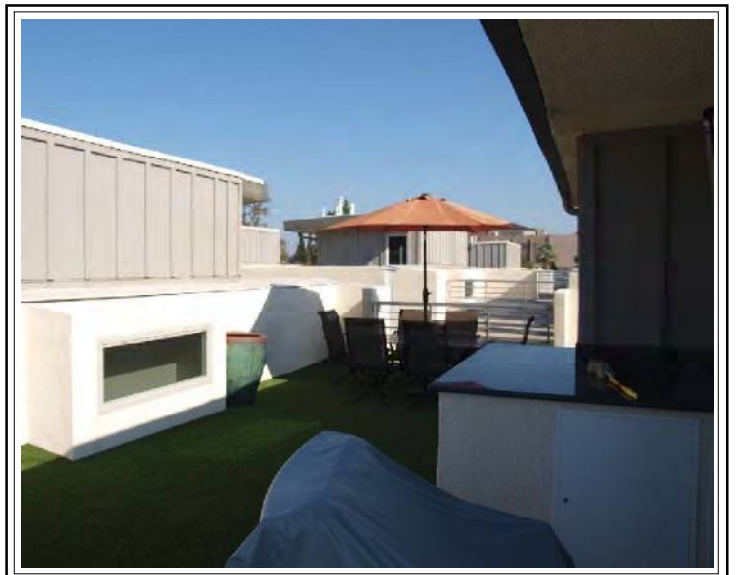
Full bath attached to secondary bedroom, quartz counter and tile floors and wainscot.



Master bedroom, carpet flooring



Master bath, tile floor and wainscot, quartz counters.



Fourth floor deck, small outdoor kitchen

Borrower: Stannis Steinbeck

File No.: Emery 12005

Property Address: 12005 Emery Ln

Case No.:

City: Valley Village

State: CA

Zip: 91607

Lender: Stannis V Steinbeck



Larger view of fourth floor deck with outdoor kitchen.



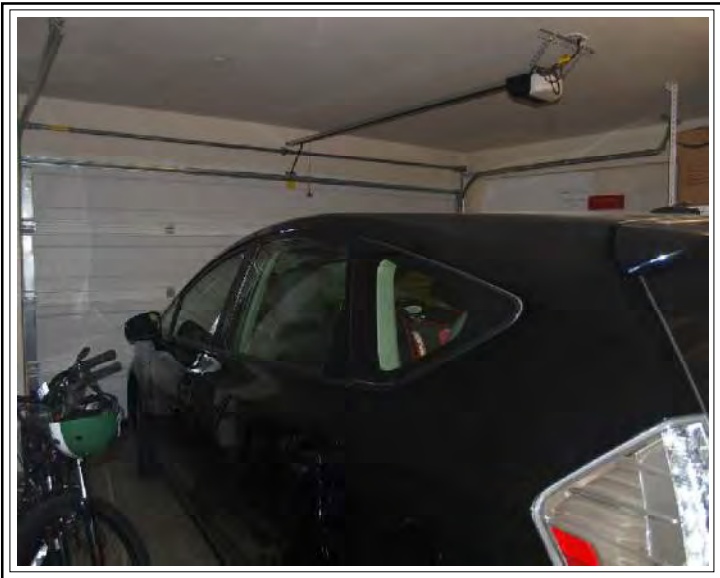
BBQ area



Tankless water heater



View from fourth floor deck

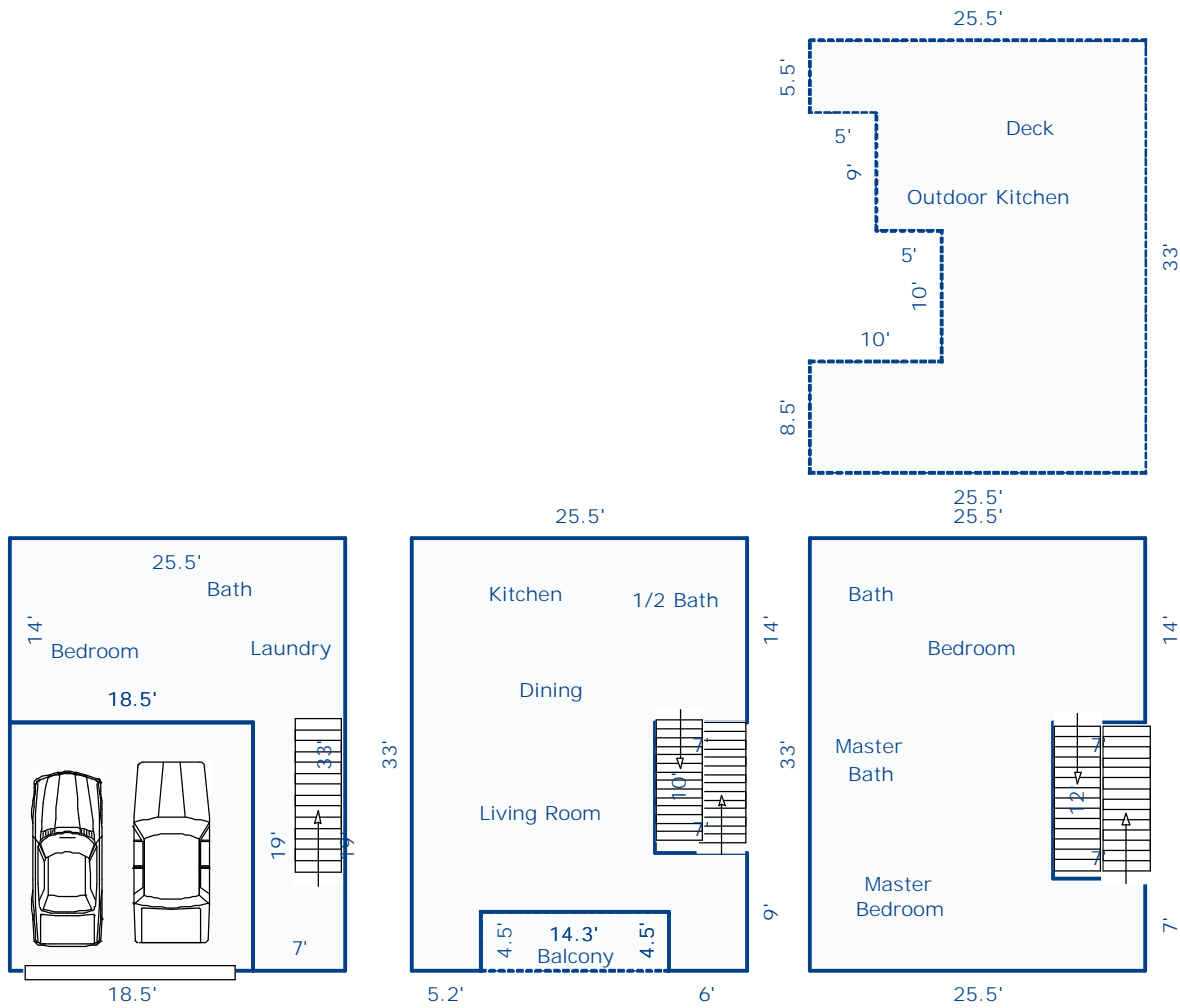


Two car garage



One of many combination CO and smoke alarms.

Borrower: Stannis Steinbeck	File No.: Emery 12005
Property Address: 12005 Emery Ln	Case No.:
City: Valley Village	State: CA Zip: 91607
Lender: Stannis V Steinbeck	



Sketch by Apex Sketch v5 Standard™

Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	490.00	490.00
GLA2	Second Floor	707.38	707.38
GLA3	Third Floor	757.50	757.50
GAR	Garage	351.50	351.50
P/P	Porch	64.13	
	Porch	696.50	760.63
Net LIVABLE Area		(rounded)	1955

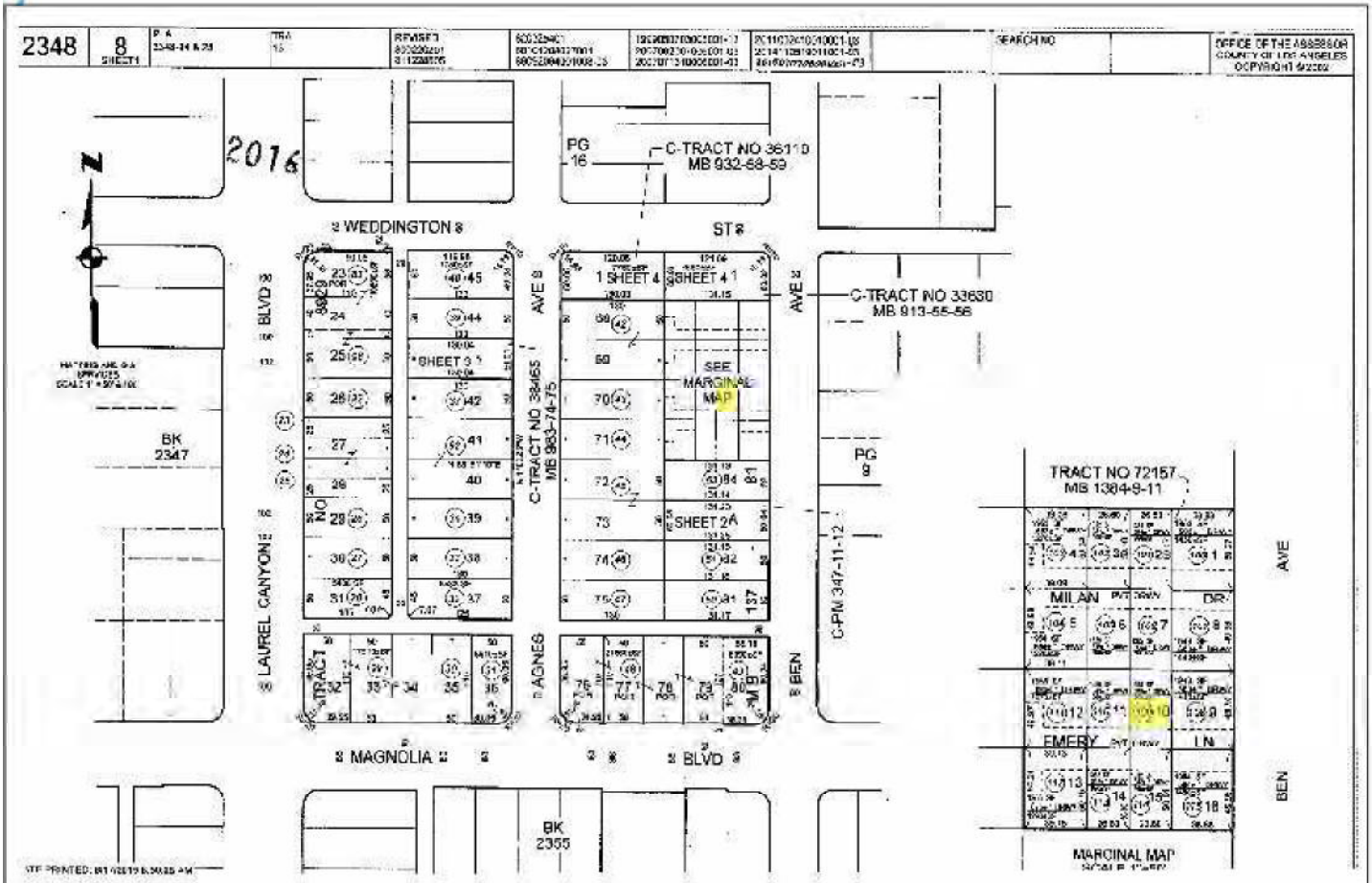
LIVING AREA BREAKDOWN			
Breakdown		Subtotals	
First Floor			
7.0	x	19.0	133.00
14.0	x	25.5	357.00
Second Floor			
4.5	x	5.3	23.63
14.0	x	25.5	357.00
10.0	x	18.5	185.00
4.5	x	6.0	27.00
4.5	x	25.5	114.75
Third Floor			
25.5	x	14.0	357.00
12.0	x	18.5	222.00
25.5	x	7.0	178.50
10 Items	(rounded)		1955

Borrower: Stannis Steinbeck File No.: Emery 12005
 Property Address: 12005 Emery Ln Case No.:
 City: Valley Village State: CA Zip: 91607
 Lender: Stannis V Steinbeck

GROSS BUILDING AREA (GBA)		1,955	
GROSS LIVING AREA (GLA)		1,955	
Area(s)	Area	% of GLA	% of GBA
Living	1,955		100.00
Level 1	490	25.06	25.06
Level 2	707	36.16	36.16
Level 3	758	38.77	38.77
Other	761	38.93	38.93
Basement	<input type="checkbox"/> 0		
Garage	<input type="checkbox"/> 352		
	<input type="checkbox"/>		

Area Measurements				Area Type					
Measurements	Factor	Total		Level 1	Level 2	Level 3	Other	Bsmt.	Garage
19.00 x 7.00 x 1.00 =		133.00		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25.50 x 14.00 x 1.00 =		357.00		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.25 x 4.50 x 1.00 =		23.63		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25.50 x 14.00 x 1.00 =		357.00		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.50 x 10.00 x 1.00 =		185.00		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.00 x 4.50 x 1.00 =		27.00		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25.50 x 4.50 x 1.00 =		114.75		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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14.00 x 25.50 x 1.00 =		357.00		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.50 x 12.00 x 1.00 =		222.00		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.00 x 25.50 x 1.00 =		178.50		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Borrower: Stannis Steinbeck	File No.: Emery 12005
Property Address: 12005 Emery Ln	Case No.:
City: Valley Village	State: CA
Lender: Stannis V Steinbeck	Zip: 91607

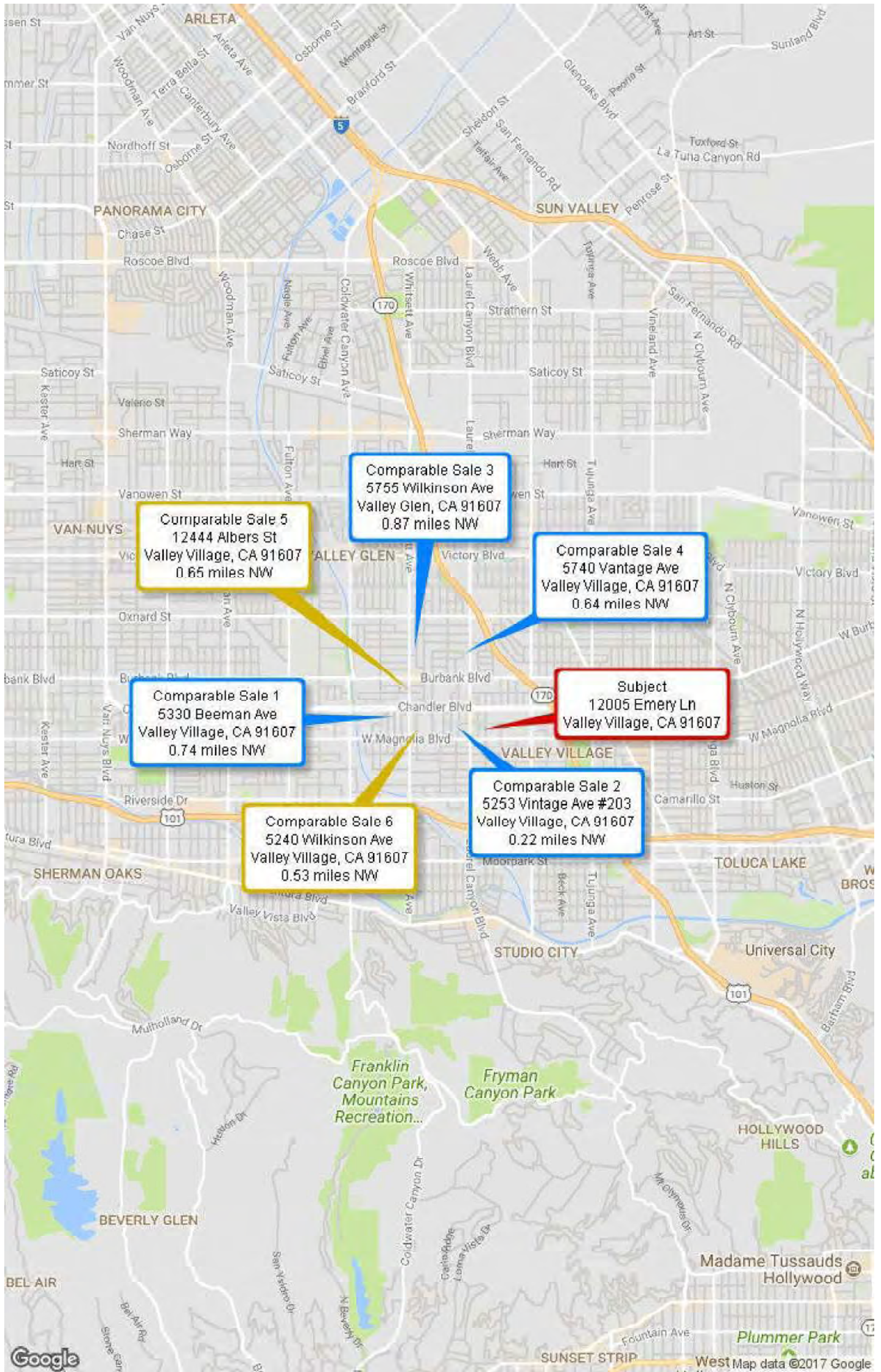


LOCATION MAP

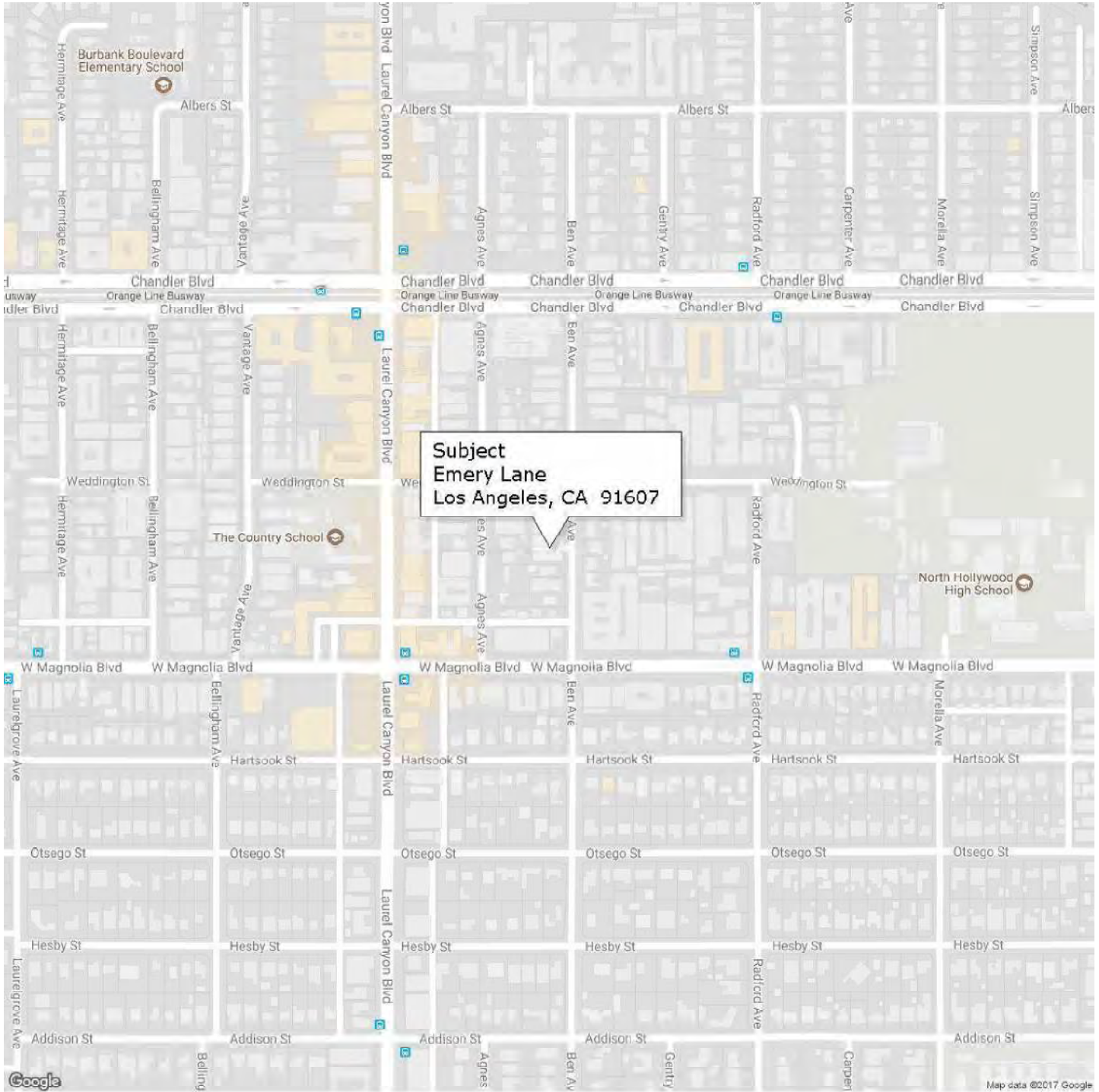
Borrower: Stannis Steinbeck	File No.: Emery 12005
Property Address: 12005 Emery Ln	Case No.:
City: Valley Village	State: CA Zip: 91607
Lender: Stannis V Steinbeck	



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Borrower: Stannis Steinbeck	File No.: Emery 12005
Property Address: 12005 Emery Ln	Case No.:
City: Valley Village	State: CA Zip: 91607
Lender: Stannis V Steinbeck	



FLOOD INFORMATION

Community: CITY OF LOS ANGELES
 Property is **NOT** in a FEMA Special Flood Hazard Area
Map Number: 06037C1320F
Panel: 1320F
Zone: X
Map Date: 09-26-2008
FIPS: 06037
Source: FEMA DFIRM

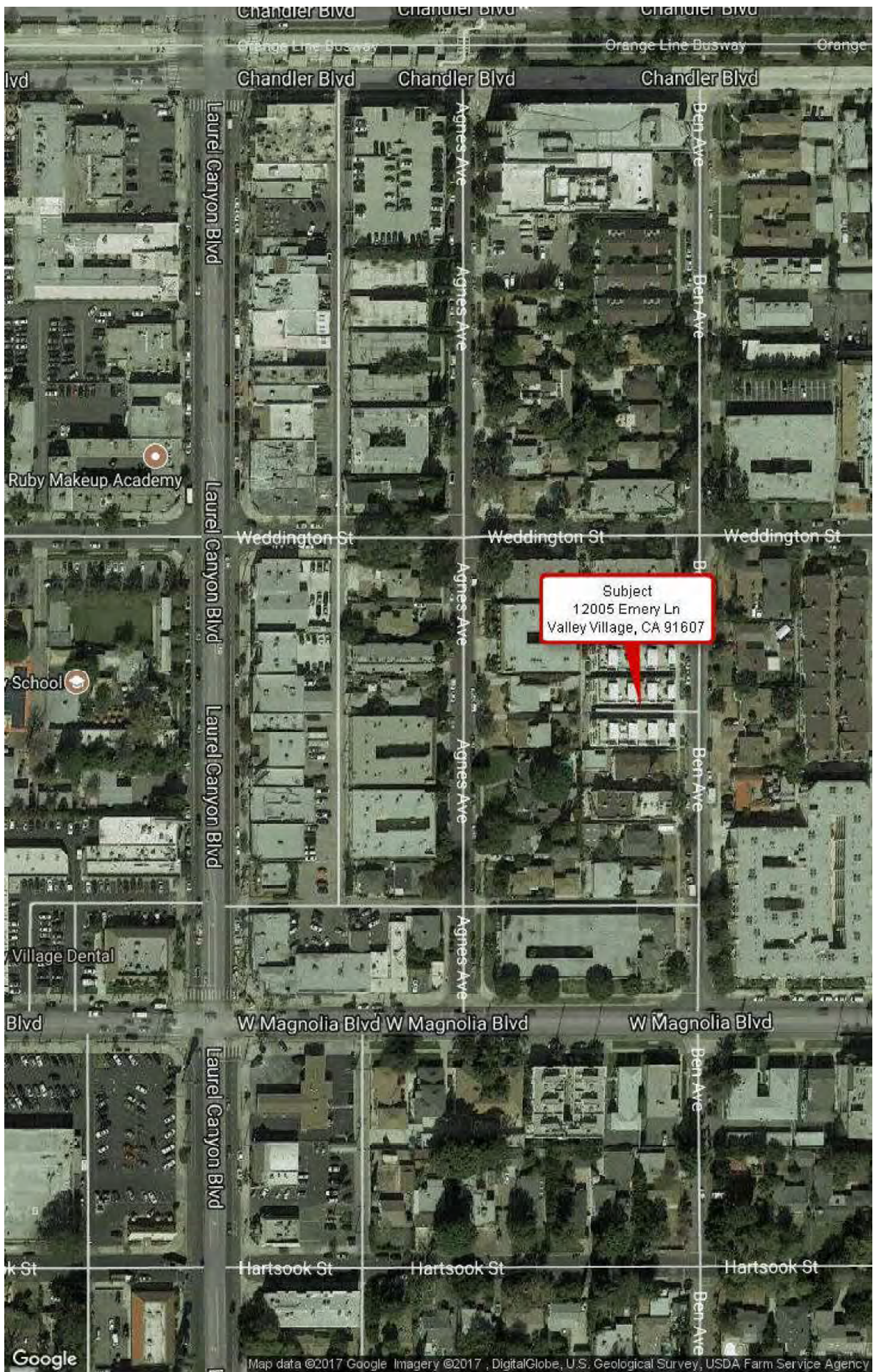
LEGEND

-  = FEMA Special Flood Hazard Area - High Risk
-  = Moderate and Minimal Risk Areas
- Road View:**
-  = Forest
-  = Water

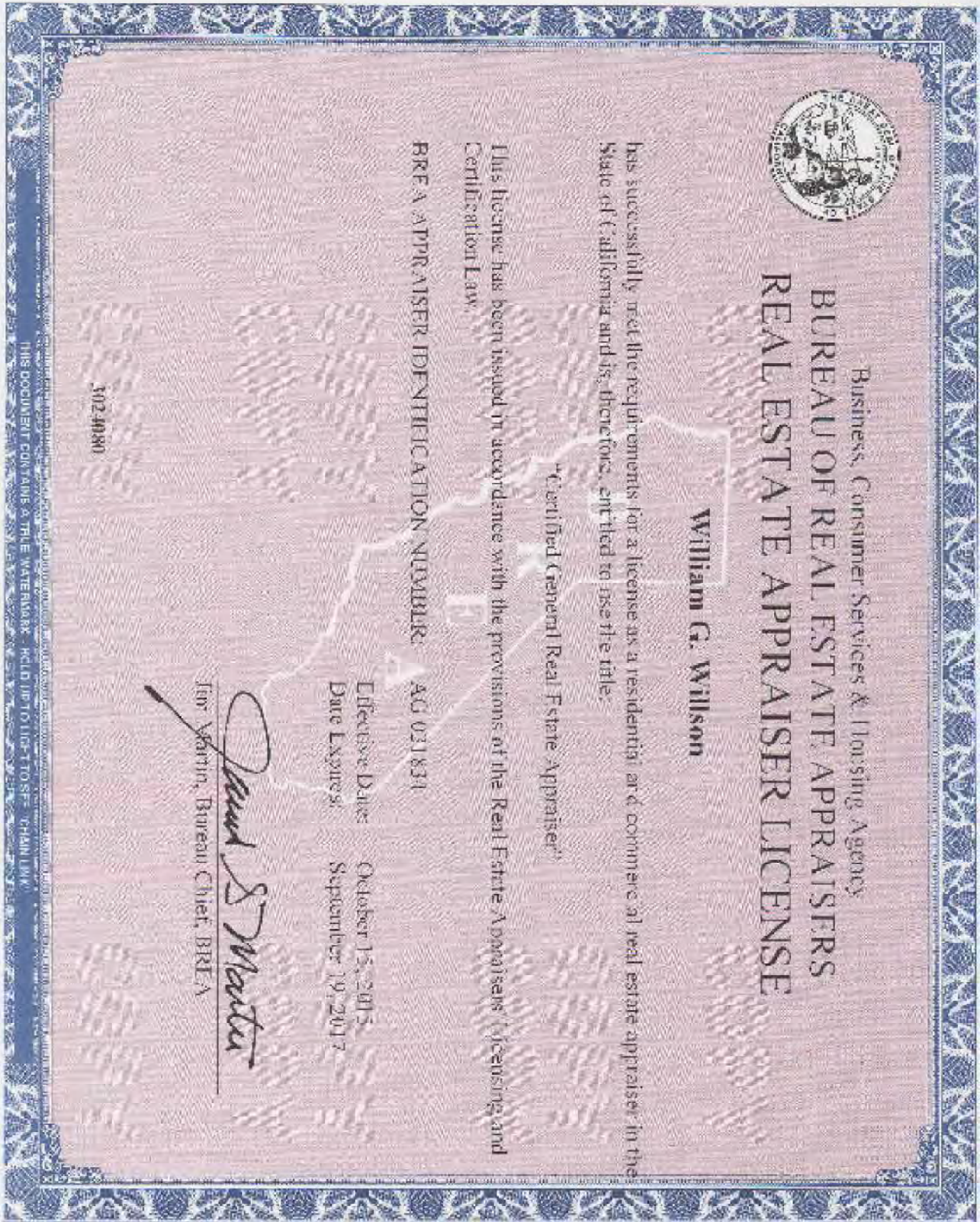
Sky Flood™

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.

Borrower: Stannis Steinbeck	File No.: Emery 12005	
Property Address: 12005 Emery Ln	Case No.:	
City: Valley Village	State: CA	Zip: 91607
Lender: Stannis V Steinbeck		



Borrower: Stannis Steinbeck	File No.: Emery 12005
Property Address: 12005 Emery Ln	Case No.:
City: Valley Village	State: CA Zip: 91607
Lender: Stannis V Steinbeck	



Borrower: Stannis Steinbeck	File No.: Emery 12005	
Property Address: 12005 Emery Ln	Case No.:	
City: Valley Village	State: CA	Zip: 91607
Lender: Stannis V Steinbeck		



General Star National Insurance Company
P O Box 10360 (Attn: GSN)
Stamford, Connecticut 06904

REAL ESTATE APPRAISERS ERRORS & OMISSIONS INSURANCE POLICY
DECLARATIONS PAGE

This is a claims made and reported policy. Please read this policy and all endorsements and attachments carefully.

Policy Number: NJA327937A

Renewal of Number: NJA327937

1. **NAMED INSURED:** William G Willson
STREET ADDRESS:

12479 Glory Drive
Mira Loma, CA 91752

2. **POLICY PERIOD:** Inception Date: 08/05/2017 Expiration Date: 08/05/2018
Effective 12:01 a.m. Standard Time at the address of the Named Insured.

3. **LIMITS OF LIABILITY:**

Each Claim: \$1,000,000
Aggregate: \$1,000,000

Claim Expenses have a separate Limit of Liability:

Each Claim: \$1,000,000
Aggregate: \$1,000,000

4. **DEDUCTIBLE:** Each Claim: \$0 Aggregate: \$0

5. **RETROACTIVE DATE:** 08/05/2013

If a date is indicated, this policy will not provide coverage for any **Claim** arising out of any act, error, omission or personal injury which occurred before such date.

6. **ANNUAL PREMIUM:** \$734.00

TOTAL Premium and Taxes/Surcharge : \$734.00

7. **ENDORSEMENTS:**

This policy is made and accepted subject to the printed policy form together with the following form(s) or endorsement(s).

AP 00 0001 (06/11), AP 04 0001 (06/11), AP 21 0002 (06/11), AP 27 0004 (06/11), SGN 90 0001 (07/10), AP 01 0004CA (06/11), AP 20 0001 (06/11), AP 08 000SCA (06/2011).

8. **PRODUCER NAME:** Mercer Consumer
STREET ADDRESS: P. O. Box 8146

Des Moines, IA 50306-8146

Authorized Representative

Producer Code: 26480

Class Code: 73128

Date: 08/02/2017

AP 10 0001 06 11

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EXHIBIT 2



CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (C.A.R. Form RPA-CA, Revised 12/18)

Date Prepared: 01/22/2019

1. OFFER:

- A. THIS IS AN OFFER FROM Ray Finlayson ("Buyer").
B. THE REAL PROPERTY to be acquired is 12005 Emery Lane, Valley Village, CA 91607, situated in Valley Village (City), Los Angeles (County), California, 91607 (Zip Code), Assessor's Parcel No. 2348008109 ("Property").
C. THE PURCHASE PRICE offered is Nine Hundred Seven Thousand Dollars \$ 907,000.00
D. CLOSE OF ESCROW shall occur on (date) or 14 Days After Acceptance.
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are confirmed for this transaction:
Seller's Brokerage Firm Rodeo Realty License Number 00951359
Is the broker of (check one): [X] the seller; or [] both the buyer and seller. (dual agent)
Seller's Agent Jonathan Edward Lichterman License Number 01216058
Is (check one): [X] the Seller's Agent. (salesperson or broker associate) [] both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm Keller Williams Encino-Sherman Oaks License Number 01811831
Is the broker of (check one): [X] the buyer; or [] both the buyer and seller. (dual agent)
Buyer's Agent Natalie Kraiem Levi License Number 01896518
Is (check one): [X] the Buyer's Agent. (salesperson or broker associate) [] both the Buyer's and Seller's Agent. (dual agent)

C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS:

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 90,700.00
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, [X] cashier's check, [] personal check, [] other within 3 business days after Acceptance (or);
OR (2) [] Buyer Deposit with Agent: Buyer has given the deposit by personal check (or) to the agent submitting the offer (or to), made payable to . The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or).
Deposit checks given to agent shall be an original signed check and not a copy.
(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance (or). If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

C. [X] ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or [] Buyer shall, within 3 (or) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

- (1) FIRST LOAN: in the amount of \$ This loan will be conventional financing OR [] FHA, [] VA, [] Seller financing (C.A.R. Form SFA), [] assumed financing (C.A.R. Form AFA), [] Other . This loan shall be at a fixed rate not to exceed % or, [] an adjustable rate loan with initial rate not to exceed % . Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
(2) [] SECOND LOAN in the amount of \$ This loan will be conventional financing OR [] Seller financing (C.A.R. Form SFA), [] assumed financing (C.A.R. Form AFA), [] Other . This loan shall be at a fixed rate not to exceed % or, [] an adjustable rate loan with initial rate not to exceed % . Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
(3) FHA/VA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.

E. ADDITIONAL FINANCING TERMS:

F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 816,300.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

G. PURCHASE PRICE (TOTAL): \$ 907,000.00

Buyer's Initials Seller's Initials



DocuSign Envelope ID: AC7958C8-35E2-47E2-95CB-85AB538AB7CE

Property Address: 12005 Emery Lane, Valley Village, CA 91607

Date: January 22, 2019

H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or ___) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (Verification attached.)

I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or [X] is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or ___) Days After Acceptance.

J. LOAN TERMS:

(1) LOAN APPLICATIONS: Within 3 (or ___) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (Letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

Within 21 (or ___) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4) [X] NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

(5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. SALE OF BUYER'S PROPERTY:

A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.

OR B. [] This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5. ADDENDA AND ADVISORIES:

A. ADDENDA: [] Addendum # (C.A.R. Form ADM) [] Back Up Offer Addendum (C.A.R. Form BUO) [] Court Confirmation Addendum (C.A.R. Form CCA) [] Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) [] Short Sale Addendum (C.A.R. Form SSA) [] Other

B. BUYER AND SELLER ADVISORIES: [X] Buyer's Inspection Advisory (C.A.R. Form BIA) [] Probate Advisory (C.A.R. Form PA) [] Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) [] Trust Advisory (C.A.R. Form TA) [] REO Advisory (C.A.R. Form REO) [] Short Sale Information and Advisory (C.A.R. Form SSIA) [] Other

6. OTHER TERMS:

7. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.

(1) [] Buyer [X] Seller shall pay for a natural hazard zone disclosure report, including tax [X] environmental [] Other: prepared by Seller's choice

(2) [] Buyer [] Seller shall pay for the following Report prepared by

(3) [] Buyer [] Seller shall pay for the following Report prepared by

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

(1) [] Buyer [X] Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.

Buyer's Initials [Signature]

Seller's Initials [RS] [SS]



RPA-CA REVISED 12/18 (PAGE 2 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 2 OF 10)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

EXHIBIT 2

[Circular stamp with initials RS]

[Circular stamp with initials SS]

Property Address: 12005 Emery Lane, Valley Village, CA 91607

Date: January 22, 2019

C. Seller remaining in possession After Close Of Escrow: If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.

D. Tenant-occupied property: Property shall be vacant at least 5 (or ___) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.

OR Tenant to remain in possession (C.A.R. Form TIP).

E. At Close Of Escrow: Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.

F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

10. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).

(2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Seller's Agent, if any, has completed and signed the Seller's Brokerage Firm section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Brokerage Firm, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Brokerage Firm.

(3) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.

(4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).

(5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.

(6) In the event Seller or Seller's Brokerage Firm, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.

(7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After Delivery in person, or 5 Days After Delivery by deposit in the mail, or by an electronic record satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of cancellation to Seller or Seller's agent.

B. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS: Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

C. WITHHOLDING TAXES: Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

D. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

E. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

(1) SELLER HAS: 7 (or ___) Days After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Buyer's Initials

Seller's Initials



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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 4 OF 10)

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Emery

Property Address: 12005 Emery Lane, Valley Village, CA 91607

Date: January 22, 2019

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or ___) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

11. **CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

- A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. **Seller is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**

12. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (i) a general physical inspection; (ii) an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and other lead-based paint hazards; (iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. **Buyer indemnity and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. **TITLE AND VESTING:**

- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
- E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

Buyer's Initials

[Signature]

Seller's Initials

RS SS

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Emery
RS SS

Property Address: 12005 Emery Lane, Valley Village, CA 91607 Date: January 22, 2019

14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. SELLER HAS: 7 (or ___) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.

B. (1) BUYER HAS: 17 (or 7) Days After Acceptance, unless otherwise agreed in writing, to:
(i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.

(2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.

(3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has 5 (or ___) Days After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

(4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).

(5) **Access to Property:** Buyer shall have access to the Property to conduct inspections and investigations for 17 (or ___) Days After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.

C. REMOVAL OF CONTINGENCIES WITH OFFER: Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.

D. SELLER RIGHT TO CANCEL:

(1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

E. NOTICE TO BUYER OR SELLER TO PERFORM: The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or ___) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.

F. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

G. CLOSE OF ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or ___) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.

H. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

Buyer's Initials [Signature]

Seller's Initials [Signature] [Signature]

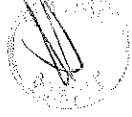


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Property Address: 12005 Emery Lane, Valley Village, CA 91607

Date: January 22, 2019



- 15. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or ___) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 11; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 16. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 17. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 18. **BROKERS:**
 - A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
 - B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- 19. **REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
- 20. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
 - A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or ___) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.
 - B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

Buyer's Initials

 _____

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Seller's Initials

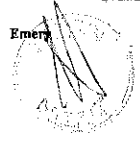
 

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Date: January 22, 2019

- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14G, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).

Buyer's Initials [Signature]

Seller's Initials RS / SS

22. DISPUTE RESOLUTION:

- A. MEDIATION: The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 22C.

B. ARBITRATION OF DISPUTES:

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials [Signature]

Seller's Initials RS / SS

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

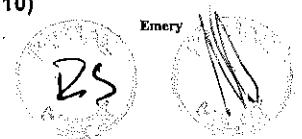
Buyer's Initials [Signature]

Seller's Initials (RS) (SS)

RPA-CA REVISED 12/18 (PAGE 8 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 8 OF 10)

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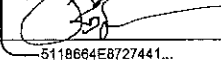


Property Address: 12005 Emery Lane, Valley Village, CA 91607

Date: January 22, 2019

- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- 23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
- 25. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
- 26. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOAA).
- 27. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 28. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
- 29. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
- 30. **DEFINITIONS:** As used in this Agreement:
 - A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
 - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
 - D. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
 - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
 - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- 31. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by AM/ PM, on _____ (date)).

One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date 1/23/2019 BUYER  (Print name) Ray Finlayson 5118664E8727441...

Date _____ BUYER _____ (Print name) _____

Additional Signature Addendum attached (C.A.R. Form ASA).

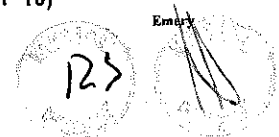
Seller's Initials RS SS

RPA-CA REVISED 12/18 (PAGE 9 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 9 OF 10)

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EXHIBIT 2



Property Address: 12005 Emery Lane, Valley Village, CA 91607 Date: January 22, 2019

32. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:

One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSDS) for additional terms.

Date SELLER Roger Steinbeck 02:47 AM GMT

(Print name) Roger R. Steinbeck

Date SELLER Stannis Steinbeck 02:36 AM GMT

(Print name) Stannis V. Steinbeck

Additional Signature Addendum attached (C.A.R. Form ASA).

(Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____
 AM/ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
B. Agency relationships are confirmed as stated in paragraph 2.
C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
D. COOPERATING (BUYER'S) BROKER COMPENSATION: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
E. PRESENTATION OF OFFER: Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm Keller Williams Encino-Sherman Oaks DRE Lic. # 01811831
By Natalie Kraiem Levi DRE Lic. # 01896518 Date 1/23/2019
By _____ DRE Lic. # _____ Date _____
Address 76520 Ventura Blvd City encino State CA Zip 91436
Telephone _____ Fax (310)309-9299 E-mail natalie@nklrealesate.com

Seller's Brokerage Firm Rodeo Realty DRE Lic. # 00951359
By Jonathan Edward Lichterman DRE Lic. # 01216058 Date _____
By Marcia Starr DRE Lic. # 02043210 Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ 90,700), counter offer numbers 901 Seller's Statement of Information and Addendum, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is 1/25/19

Escrow Holder ENCORE ESCROW Escrow # 11284 CP
By [Signature] 23901 Calabasas Rd. #1033 Date 1/29/19
Address Calabasas, CA 91302
Phone/Fax/E-mail Phone: 818-224-2788

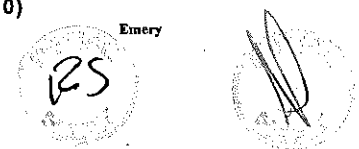
Escrow Holder has the following license number 9739
 Department of Business Oversight, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: (SL) Seller's Broker presented this offer to Seller on 1/24/2019 (date).
Broker or Designee Initials

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials

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*525 South Virgil Avenue, Los Angeles, California 90020
Buyer Acknowledges that page 10 is part of this Agreement
Buyer's Initials [Signature]





CALIFORNIA ASSOCIATION OF REALTORS®

BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address 12005 Emery Lane, Valley Village, CA 91607

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS: Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
B. SQUARE FOOTAGE, AGE, BOUNDARIES: Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
C. WOOD DESTROYING PESTS: Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
D. SOIL STABILITY: Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL: Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
F. ENVIRONMENTAL HAZARDS: Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
G. EARTHQUAKES AND FLOODING: Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
H. FIRE, HAZARD AND OTHER INSURANCE: The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS: Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
J. RENTAL PROPERTY RESTRICTIONS: Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
K. SECURITY AND SAFETY: State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer [Signature] Buyer [Signature]

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BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)



Keller Williams Studio City, 4061 Laurel Canyon Blvd Studio City CA 91604 Phone: (310)309-9299 Fax:
Natalie K. Levi Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com Emery

Handwritten initials 'ZS' and a signature.

DocuSign Envelope ID: 411F7438-B4A8-4220-8FA0-019FC5FA121D

DocuSign Envelope ID: AC7958C8-35E2-47E2-95CB-85AB538AB7CC



CALIFORNIA ASSOCIATION OF REALTORS®

SELLER COUNTER OFFER No. 1
May not be used as a multiple counter offer.
(C.A.R. Form SCO, 11/14)



Date January 24, 2019

This is a counter offer to the: [X] Purchase Agreement, [] Buyer Counter Offer No. ____, or [] Other ____ ("Offer"),
dated ____, on property known as 12005 Emery Ln, Valley Village, CA 91607-6111 ("Property"),
between Raymond James Finlayson ("Buyer")
and Roger Steinbeck, Stannis Steinbeck ("Seller").

- 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer or an addendum.
B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer.

- C. OTHER TERMS:
1. COE not to exceed 35 days.
2. Regarding Addendum #1 - Seller to credit buyer \$500. Cabinets to remain in office.
3. Buyer name to be changed to RAYMOND JAMES FINLAYSON

D. The following attached addenda are incorporated into this Seller Counter offer: [X] Addendum No. 2

- 2. EXPIRATION: This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:
A. Unless by 5:00pm on the third Day After the date it is signed in paragraph 4 (if more than one signature then, the last signature date)(or by __ AM __ PM on (date)) (i) it is signed in paragraph 5 by Buyer and (ii) a copy of the signed Seller Counter Offer is personally received by Seller or ____, who is authorized to receive it.
OR B. If Seller withdraws it anytime prior to Acceptance (CAR Form WOO may be used).
OR C. If Seller accepts another offer prior to Buyer's Acceptance of this counter offer.

3. MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in 2A and 5. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.

4. OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.

Seller Roger Steinbeck 01/25/2019 2:48:01 Roger Steinbeck Date 01/24/2019
Seller Stannis Steinbeck 01/25/2019 2:38:15 Stannis Steinbeck Date 01/24/2019

5. ACCEPTANCE: I/MS accept the above Seller Counter Offer (If checked [] SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy.
Buyer Raymond James Finlayson Date 1/24/2019 Time [] AM/ [] PM
Buyer 5118664E8727441... Date [] AM/ [] PM

CONFIRMATION OF ACCEPTANCE:
(MS /) (Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Seller, or Seller's authorized agent as specified in paragraph 2A on (date) 1/24/19 at [] AM/ [X] PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Seller or Seller's authorized agent whether or not confirmed in this document.

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SCO 11/14 (PAGE 1 OF 1)

SELLER COUNTER OFFER (SCO PAGE 1 OF 1)



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DocuSign Envelope ID: AC7958C8-35E2-47E2-95CB-85AB538AB7CC



CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: [X] Purchase Agreement, [] Residential Lease or Month-to-Month Rental Agreement, [] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [] Other dated January 21, 2019, on property known as 12005 Emery Lane Valley Village, CA 91607

in which Ray Finlayson is referred to as ("Buyer/Tenant") and Roger R. Steinbeck, Stannis V. Steinbeck is referred to as ("Seller/Landlord").

- 1. Cabinets to be removed from down stairs
2. Toddler gate to be removed from staircase
3. TV in rooftop deck included in sale

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 1/23/2019

Date 01/25/2019 02:47 AM GMT

Buyer/Tenant Ray Finlayson

Seller/Landlord Roger Steinbeck Roger R. Steinbeck

Buyer/Tenant

Seller/Landlord Stannis Steinbeck Stannis V. Steinbeck

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ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)

Katter Williams Studio City, 4061 Laurel Canyon Blvd Studio City CA 91604 Phone: (310)309-9299 Fax Emery
Natalie K. Levi Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com





23901 Calabasas Rd., #1033, Calabasas, CA 91302

(818) 224-2788 • Fax: (818) 224-2789

THIS COMPANY IS LICENSED BY THE DEPARTMENT OF BUSINESS OVERSIGHT OF THE STATE OF CALIFORNIA, LICENSE NUMBER 863-1574

ADDENDUM TO RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS
DATED JANUARY 22, 2019

Jenica Pivnik
Escrow Officer

ESCROW NO: 16084-JP
DATE: January 25, 2019

We, the undersigned, hand you a copy of the Residential Purchase Agreement and Joint Escrow Instructions (and Receipt for Deposit) dated January 22, 2019 including Counter Offers and Addendums (original(s) of which has/have been executed by all parties and retained by broker). Your duties and responsibilities are limited to those paragraphs specified in paragraph 20, of the original deposit receipt.

Buyer will hand you initial deposit in the amount of _____	90,700.00
Prior to close of escrow, buyer will deposit an additional amount of _____	816,300.00

TOTAL CONSIDERATION _____	\$907,000.00
----------------------------------	---------------------

and will deliver additional funds and instruments, required from me to enable you to comply with these instructions which you are authorized to use provided instruments have been filed to record on or before **March 1, 2019**, enabling you to procure CLTA Owners or Joint Protection policy of title insurance with title company liability for the amount of total consideration on real property described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

PROPERTY ADDRESS: 12005 Emery Lane, Valley Village, CA 91607-6111

TITLE TO APPEAR VESTED IN: Raymond James Finlayson (complete vesting to be determined prior to the close of escrow)

FREE FROM ENCUMBRANCES EXCEPT:

- (1) Current Installment(s) of General and Special Taxes which are not yet due, including personal property taxes of any former owner, special district levies, whose payment is included in and collected with such undue taxes and the lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 498, (Proposition 13) statues of 1983 of the State of California against any former owner.
- (2) Covenants, conditions, restrictions, reservations, oil or mineral reservations, rights, rights of way, and easements, now of record, if any.

INSTRUCTIONS:

- A. Attached is a copy of the Residential Purchase Agreement and Joint Escrow Instructions dated January 22, 2019, Seller Counter Offer #1 and the Addendums. Said agreements are hereby made a part hereof as your escrow instructions. Escrow Holder shall only be concerned with paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and Paragraph D of the section title Real Estate Brokers on page 10. Terms and conditions in the remaining paragraphs are as a matter of memo only for your escrow, which Escrow Holder need not be concerned.

RECEIVED (CONTINUED)

Seller's Initials: RS

FEB 05 2019

EXHIBIT 2

Buyer's Initials: /

Page 2 of 8: Additional instructions to previous pages are fully incorporated therein..

- B. **CREDIT FROM SELLER TO BUYER:** Seller herein agrees to credit the Buyer \$500.00. Escrow holder is hereby authorized and instructed to debit the Seller and credit the Buyer accordingly at the close of escrow.
- C. **GAS SHUTOFF VALVE ORDINANCE (for property located in the City of Los Angeles):** Seller agrees to comply with the Los Angeles City ordinance that requires the installation of a Seismic Gas Shutoff Valve on residential and commercial building prior to the close of escrow. Said ordinance requires a permit from the Department of Building and Safety as well as an inspection by the Department. Questions concerning this ordinance should be directed to the **Los Angeles Department of Building and Safety at their toll free number (888) 524-2845.**
- D. **9A REPORT:** Seller shall furnish Buyer with a Report of Residential Property Records and Pending Special Assessment Liens, which report shall also conform to the requirements of the city of Los Angeles Municipal Code Section 91.5406(e), relative to sliding glass door impact hazard glazing and water conservation ordinance. Seller shall comply with all requirements and hand escrow holder a properly executed application for said report along with a check for filing fee of **\$70.85** payable to the **DEPARTMENT OF BUILDING AND SAFETY.** Escrow Holders responsibility shall be limited to filing said application and delivering said report to the Buyer either prior to or as soon after the close of escrow, as the report is received in escrow.
- E. The undersigned Buyer and Seller hereby acknowledge that during the course of this escrow there may be certain funds ordered on our behalf that will be hand delivered and/or sent via Federal Express or Express Mail to and from Escrow Holder both for the sake of time requirements and safety in delivery. We therefore authorize Escrow Holder to order messengers and/or send documents via Federal Express or Express Mail when deemed necessary, at our expense. Escrow Holder is hereby authorized and instructed to debit each account accordingly at the close of escrow. Further, Buyer and Seller are aware that one or more of the parties herein may receive a discount on escrow fees, if applicable. **If loan documents are sent via electronic delivery to Escrow Holder, Escrow holder is responsible only for the printing/copying of said documents not for content or accuracy thereof. Buyer is aware Escrow Holder does not draw or prepare the loan documents. Buyer's lender is responsible for the accurate preparation of any and all loan documents received by Escrow Holder from lender.**
- F. **PRELIMINARY CHANGE OF OWNERSHIP REPORT:** Section 480.3 of the Revenue Taxation Code requires that a "Preliminary Change of Ownership Report", be completed and certified by the Transferee (buyer), and be filed concurrently with the Deed or other document that reflects a change of ownership in real property. The buyer herein agrees to complete and certify said report and deliver same to escrow for filing with the change of ownership document at least 2 days prior to filing date. Buyer further understands and acknowledges that the County Recorder will charge an additional, non-refundable fee of \$20.00 should the report not accompany the conveyance document. Buyer further authorizes Escrow Holder to debit Buyer said \$20.00 fee at the close of escrow in the event the Change of Ownership Statement is not deposited at least two days prior to the close of escrow.
- G. **1099 FORM:** Seller is aware and acknowledges that pursuant to the Tax Reform Act of 1987, Escrow Holder is obligated to report gross proceeds received by Seller from this transaction. Seller hereby agrees to provide Escrow Holder with such information (1099) as is required by law.
- H. **CLOSING FUNDS:** Prior to the close of escrow, all funds deposited by the buyer, the lender of the buyer or the seller must be COLLECTED FUNDS. To avoid delay in the closing of this escrow, please arrange for all deposit required for the close of escrow to be wire transferred to escrow, **AT LEAST TWO BUSINESS DAYS PRIOR TO THE CLOSE OF ESCROW, as directed by Escrow Officer. Be sure to liquidate any investment accounts in time to wire funds as required. Cashiers Checks will only be accepted IF the TOTAL amount of the cashiers check(s) do not/does not exceed \$100,000.00 (one hundred thousand dollars), and said cashiers checks must be brought to escrow holder by noon (12:00 PM) THREE BUSINESS DAYS PRIOR TO THE CLOSE OF ESCROW. Escrow holder reserves the right to refuse any cashiers check presented to escrow holder, at the sole discretion of the Escrow Officer.**
- I. **ELECTRONIC SIGNATURE(S):** The undersigned consent to and acknowledge his/her/their engagement in using

(CONTINUED)

Seller's Initials:

Buyer's Initials:

_____ / _____

Date: January 25, 2019

Escrow No.: 16084-JP

Page 3 of 8: Additional instructions to previous pages are fully incorporated therein..

software programs for purposes of utilizing electronic signature(s) to create and execute certain documents, instructions, disclosures, etc. Escrow holder's receipt of this "live" signed document shall constitute full authority to accept electronic signatures on any and all future documents (excluding those which require notarization or recordation), and to rely on such electronic signatures and documents as if his/her/their live signature(s) were on them. Escrow holder may consider electronic signature(s) submitted by the undersigned to be equally as valid and binding as live signature(s), and by signing below all parties are aware and agree that Escrow holder does not require that the undersigned perform any further authentication to verify same. The undersigned confirm that escrow holder is to perform and carry out escrow holder duties based on these assurances and guarantees without hesitation or speculation as to whether or not I personally have electronically signed documents.

J. CAL-FIRPTA: NOTIFICATION TO BUYER AND SELLER REGARDING TAX WITHHOLDING REQUIREMENTS OF CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662 AS AMENDED BY AB2065 ON SALE OF REAL PROPERTY: As of January 1, 2003, California law requires "pay as you go" (prepayment) of income tax by withholding of 3-1/3% on all sales of real property for individuals sellers of real property, whether resident or non-resident. Individual sellers may certify under penalty of perjury on Form 593-C that as individuals sellers they are not subject to withholding due to one of the exemptions: 1) Sales price is not greater than \$100,000.00; 2) the property is a principal residence of the transferor; 3) the property will be replaced in a like kind 1030 tax deferred exchange; 4) certain foreclosure transactions; or 5) seller certifies that the sale will result in a loss for California tax purposes. Non-individual sellers: 1) corporations with a permanent place of business in California; 2) partnerships or LLC's; 3) tax exempt entities, insurance companies, IRA'S or qualified pension plans; 4) irrevocable trusts with a California trustee; or 5) estates with a California decedent or bank or banks acting as a fiduciary for a trust; may also certify under penalty of perjury that they are not subject to withholding due to one of the exemptions. **The parties acknowledge that escrow holder will take no action regarding withholding without further mutual written instructions of buyer and seller in form satisfactory to escrow, together with completion of Franchise Tax Board forms. California Revenue and Taxation Code Section 18662 has (as amended by AB2065) require a BUYER of real property to withhold under CAL FIRPTA if the above-described exemptions are not met.** Seller or buyer may contact Franchise Tax Board Withholding At Source Unit, P.O. Box 651, Sacramento, CA 95812-0651, (916) 845-6442.

K. PRIVACY ACT NOTICE: Encore Escrow Company, Inc. has prepared this Privacy Act Notice to comply with the Gramm-Leach-Bliley Act. Public Law 106-102 and to inform you regarding its collections, storage and use of information that you and others give it during the processing of your escrow transaction. The information in this Privacy Act Notice applies to Escrow Holder's current and former clients.

1. **Categories of Information Escrow Holder Collects.** We collect nonpublic personal information about you from the following sources:

- A. Information from you in letters and other communications as well as in escrow instructions and on forms including Statements of Identity, data collection regarding the financial status of the property or you and on other forms; and
- B. Information directly from third parties including real estate sales agents and brokers, mortgage companies and lenders, title companies, contractors, bookkeepers and accountants, attorneys, homeowners associations, insurance agents, federal state, or local tax or governmental authorities or from others who may give us information on forms or by other methods including but not limited to, telephone, e-mail, facsimile transmission.

2. **Categories of Parties To Whom Escrow Holder Discloses.** We may disclose non-public personal information about you to the following types of third parties:

- A. Financial service providers such as title insurance and underwritten title companies, mortgage companies and lenders as well as insurance agents and companies associated with your escrow transaction.
- B. Non financial companies such as homeowners associations, attorney, bookkeepers and accountants, federal state or local tax or governmental authorities, real estate agents and brokers associated with your escrow transaction.
- C. Service Providers including contractors, structural pest control operators and others rendering services to you or the real property or business that is the subject of this escrow transaction.

We may also disclose non-public personal information about you to non-affiliated third parties as permitted by law. We do not disclose personal or confidential information to anyone outside our company without your consent. We will adhere to the privacy policies and practices as described in this Privacy Act Notice.

We restrict access to your personal and escrow file information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. Your information is stored in a secure place on a secure computer and in physical files. When we dispose of old physical paper files, we have it shredded and recycled by a bonded security company.

You may direct all questions regarding the policies set forth in this Privacy Act Notice to your escrow officer.

(CONTINUED)

Seller's Initials: RS / [Signature]

Buyer's Initials: _____ / _____

EXHIBIT 2

Date: January 25, 2019

Escrow No.: 16084-JP

Page 4 of 8: Additional instructions to previous pages are fully incorporated therein..

- L. **PRORATIONS:** Prorate as of Close of Escrow
Real Property taxes based on latest tax bill or on amount furnished by title company.
Homeowners Association dues.

THESE ESCROW INSTRUCTIONS ARE NOT INTENDED TO SUPERSEDE THE RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS, BUT TO CARRY OUT ITS TERMS AND CONDITIONS IN CONSUMMATING THE PURCHASE AND SALE, EXCEPT AS MAY BE AMENDED OR MODIFIED BY THE MUTUAL WRITTEN INSTRUCTIONS OF THE PARTIES.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW, SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

(CONTINUED)

Seller's Initials: RS /

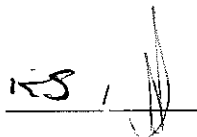


EXHIBIT 2

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Buyer's Initials: /

Date: January 25, 2019

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"ADDITIONAL ESCROW TERMS, CONDITIONS AND INSTRUCTIONS"

1. All funds received in this escrow shall be deposited with a State or Federal bank with other funds and all disbursements shall be made by check of this Escrow Company. All adjustments and prorations shall be made on the basis of a 30 day month. "Close of Escrow" is the day instruments are recorded. All documents and funds due the respective parties herein are to be mailed to the addresses set out below their respective signatures unless otherwise instructed. The parties' signatures on any documents and instructions pertaining to this escrow indicate their unconditional approval of same.

2. Whenever provision is made herein for the payment of any sum, the delivery of any instrument or the performance of any act "outside of escrow", Escrow Holder shall have no responsibility therefor, shall not be concerned therewith, and is specifically relieved of any obligation relative thereto. Escrow Holder shall not be responsible or liable in any manner for execution or validity of any documents deposits in escrow, nor as to the identity, authority or rights of any person executing the same, either as to documents of record or those handed this escrow, nor for failure to comply with any of the provisions of any agreement, contract or other instrument filed with Escrow Holder or referred to herein. Escrow Holder's duties hereunder shall be limited to the safekeeping of such money and documents received by Escrow and for the disposition of same in accordance with the written instructions accepted by Escrow in this transaction. Escrow Holder shall not be required to take any action in connection with the collection, maturity or apparent outlaw of any obligations deposited in this escrow, unless otherwise instructed.

3. The Escrow Holder and its employees and agents are released from all responsibility to determine if the legal description conforms to the street address, nor shall Escrow Holder make any physical examination and/or representation whatsoever of any nature regarding the real and/or personal property described in any documents deposited in this escrow.

4. Escrow Holder is not held responsible for any personal property tax which may be assessed against any former owner of the above-described property nor for the corporation or license tax of any corporation as a former owner. SELLER will clear property being conveyed, before delinquency, of any tax on property not included herein. Escrow Holder is not to be concerned with same.

SELLER shall notify Escrow Holder in writing if SELLER has elected to postpone property taxes or assessments due on said property which may have not yet become a lien of record on the property, and hold Escrow Holder harmless therefrom.

5. The parties hereto acknowledge that so far as Escrow Holder's rights and liabilities are concerned, this transaction is an escrow and not any other legal relation and Encore Escrow Co., Inc. is escrow agent only on the terms herein expressed. Escrow Holder shall have no responsibility of notifying any of the parties to this escrow any sale, resale, loan, exchange, or other transaction involving any property herein described or of any profit realized by any person, firm, or corporation (broker, agent and parties to this and/or any other escrow included) in connection therewith, regardless of the fact that such transaction(s) may be handled by Escrow Holder in this escrow or in another escrow.

6. In the event that the conditions of this escrow have not been complied with at the expiration of the time provided for herein, Escrow Holder is instructed nevertheless, to complete the same at any time thereafter as soon as the conditions (except as to time) have been complied with, unless any of the parties shall have delivered written demand upon Escrow Holder to cancel and for the return of money or documents deposited by him. Party electing to cancel this escrow hereby promises and agrees to pay all cancellation expenses.

7. NO NOTICE, DEMAND OR CHANGE OF INSTRUCTION SHALL BE OF ANY EFFECT IN THIS ESCROW OR SHALL BIND ESCROW HOLDER UNLESS SIGNED AND DELIVERED IN WRITING TO ALL PARTIES AFFECTED THEREBY. In the event conflicting demands or notices are made or served upon Escrow Holder or any controversy arises between the parties hereto or with third persons growing out of or relating to this escrow, Escrow Holder shall have the absolute right to withhold and stop all further proceedings in, and performance of, this escrow, until Escrow Holder receives written notification satisfactory to Escrow of the settlement of the controversy by agreement of the parties thereto, or by final judgment of a Court of competent jurisdiction, and may withhold all money, securities, documents, or proceedings, and in

(CONTINUED)

Seller's Initials:

RS /

Buyer's Initials:

/

EXHIBIT 2

Date: January 25, 2019

Escrow No.: 16084-JP

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such event, Escrow Holder shall not be liable for interest or damage. All of the parties to this escrow hereby jointly and severally promise and agree to pay promptly on demand as well as to indemnify Escrow Holder and to hold same harmless from and against all litigation and interpleader costs, damages, judgments, actual attorney's fees, expenses, obligations and liabilities of every kind which, in good faith, Escrow Holder may incur or suffer in connection with or arising out of this escrow, whether said litigation, interpleader, obligations, liabilities, or expenses arise during the performance of this escrow, or subsequent thereto, directly or indirectly. The parties hereto hereby agree that said additional costs shall be paid mutually by the parties in addition to cancellation fees which may apply.

8. These instructions may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All such counterparts together shall constitute one and the same document.

9. Escrow Holder is hereby authorized to deposit any funds or documents handed to it under these escrow instructions, or cause the same to be deposited, with any duly authorized sub-escrow agent, subject to Escrow Holder's order at or prior to close of escrow, in the event such deposit shall be necessary or convenient for the consummation of this escrow.

10. The parties to these escrow instructions authorize Escrow Holder to destroy these instructions and all other instructions and records in this escrow at any time after five (5) years from the date of these instructions.

11. Escrow Holder may deduct from net proceeds of any party any amounts which said party may owe Escrow Holder in any other matter.

12. In the event of failure to pay fees or expenses due Escrow Holder hereunder, on demand, the parties hereto agree to pay any for attorney's services which may be required to collect such fees or expenses. Escrow Holder is hereby granted a possessory lien upon all rights, title and interest of each of the parties hereto in all documents, funds and other property held by Escrow Holder, and is authorized to apply such funds or property to satisfy any and all expenses, attorneys fees, losses and other liabilities which Escrow Holder may suffer as a result, directly or indirectly, from this escrow.

It is expressly understood that the fee for Escrow Holder's services is for ordinary services only. In the event Escrow Holder is requested to render any service not provided for herein, or if there is any modification hereof, the parties hereby agree to reasonably compensate Escrow Holder according to its compensation schedule in effect at the time for any such extraordinary services, and reimburse for any costs or expenses incurred from the proceeds of this escrow. In the event this escrow is not completed for any reason whatsoever, Escrow Holder is hereby authorized to deduct and pay Escrow Holder's fee plus any costs incurred, from any funds deposit. If there are not sufficient funds on deposit to pay Escrow Holder such fees and costs, the parties hereto agree to pay Escrow Holder such fees and costs due upon demand.

13. If a party to this escrow unilaterally assigns or orders the proceeds of this escrow to be paid to other than the original parties to this escrow, such assignment or order shall be subordinated to the expenses of this escrow, liens of record on the subject property, and payments directed to be made by original parties together. If the results of such assignments or order would be to leave the escrow without sufficient funds to close, then Escrow Holder is directed to close nevertheless and to pay such assignments or orders only out of the net proceeds due except for such assignments or orders, and to pay them in the order in which such assignments or orders are received by Escrow Holder. Escrow Holder is hereby authorized by parties to furnish a copy these instructions, amendments thereto, closing statements and/or any other documents deposits in this escrow to the lender or lenders and/or the real estate brokers. In the event of an assignments or transfer of interest by operation of law, with or without the approval or consent of any or all of the parties hereto, Escrow Holder shall retain the right to deduct any and all escrow costs, fees, and expenses provided for herein from said assignment or transfer notwithstanding.

14. Seller guarantees, and Escrow Holder shall be fully protected in assuming that as to any insurance policy handed it each policy is in force, has not been hypothecated, and that all necessary premiums therefor have been paid. Escrow Holder will transfer for assignment any insurance policy handed it for use in this escrow, but shall not be responsible for verifying the acceptance of the assignment and policy by the insurance company. ESCROW HOLDER WILL MAKE NO ATTEMPT TO VERIFY THE RECEIPT OF THE REQUEST FOR ASSIGNMENT BY THE ISSUING COMPANY. BUYER is hereby put on notice that if the insurance company shall fail to receive said assignment, the issuing company may deny coverage for any loss suffered by BUYER. IT IS THE OBLIGATION OF THE INSURED OR HIS REPRESENTATIVE TO

(CONTINUED)

Seller's Initials:

RS / [Signature]

EXHIBIT 2

Buyer's Initials:

/

Date: January 25, 2019

Escrow No.: 16084-JP

Page 7 of 8: Additional instructions to previous pages are fully incorporated therein.

VERIFY THE ACCEPTANCE OF THE ASSIGNMENT OF THE POLICY BY THE ISSUING COMPANY.

15. The adjustments and prorations called for shall be computed as set forth below, or as otherwise amended in writing:
- (a) Taxes, including all tax bill items, except taxes on personal property not conveyed through this escrow, based on current year's taxes, or between July 1st and November 1st of each year based on immediately preceding year's taxes. In each case, use the figures from the tax bill handed to escrow by SELLER or figures furnished Escrow by title company, without liability on Escrow Holder's part as to their correctness. SELLER agrees to pay prior to delinquency, any taxes on real and personal property not being sold herein, which is a lien on the real property being conveyed. Escrow Holder shall not be concerned with same.
- (b) Interest on Mortgages and/or Trust Deeds of record, mortgage insurance premiums, funds accrued in Impound Account for future payment of taxes, fire or mortgage insurance, as disclosed by any beneficiary statement received in escrow. If any beneficiary statement discloses that the unpaid PRINCIPAL AMOUNT DUE ON ANY TRUST DEED OF RECORD IS MORE OR LESS THAN THE AMOUNT HEREIN SET FORTH, Escrow Holder shall adjust the difference in cash through this escrow, unless otherwise provided for herein.
16. Escrow Holder is not to be concerned with the giving of any disclosures required by Federal or State Law, specifically but not exclusively, RESPA (REAL ESTATE SETTLEMENT PROCEDURES ACT), Regulation Z (Truth-In-Lending Disclosures) or other warnings, or any warranties express or implied. Neither shall Escrow Holder be concerned with the effect of zoning regulations, building restrictions, or accuracy of any structural pest control report(s) or clearance(s) which may pertain to or affect the land or improvements that are the subject of this escrow.
17. The parties to this escrow have satisfied themselves outside of escrow that the transaction covered by this escrow is not in violation of Subdivision Map Act or any other law regulating land division, and Escrow Holder is relieved of all responsibility and/or liability in connection therewith, and are not to be concerned with the enforcement of said laws.
18. Escrow Holder is authorized to deliver assurances of title, and insurance policies, if any, to holder of senior encumbrances or his order, or if there be no encumbrances, then to the BUYER or his order.
19. Time is of the essence of these escrow instructions and any obligations created thereby on any party hereto.
20. Computation of time. All periods of time referred to in these instructions shall include all Saturday and Sundays and State or National holidays unless the period of time specifies business days; a business day is any day other than Saturday, Sunday and State or National holidays. However, if the date for last date to perform any act or giving any notice with respect to these instructions shall fall on a Saturday, Sunday or National holiday, such act or notice may be timely performed or given on the next succeeding business day as defined herein.
21. Escrow Holder may accept the deposit into escrow of a non-foreign affidavit or certification, executed by SELLER, to be handed to BUYER at close of escrow as an accommodation only. Escrow Holder is relieved from and shall have no liability, obligation, or responsibility with respect to (a) withholding of funds pursuant to Section 1445 of the Internal Revenue code of 1954 as amended, (b) advising the party as to the requirement of such Section, (c) determining whether the transferor is a foreign person under such Section and/or (d) obtaining a non-foreign affidavit or other exemption from withholding under such Section, nor otherwise making any inquiry concerning compliance with such Section by any party to the transaction.
22. Seller is aware and acknowledge that pursuant to the Tax Reform Act of 1987, Escrow Holder is obligated to report gross proceeds received by Seller from this transaction. Seller hereby agrees to provide Escrow Holder with such information as is required by law.
23. Any amended, supplemental or additional instructions given shall be subject to the foregoing terms, conditions and instructions. Escrow Holder's obligations shall not commence until receipt of signed instructions from all parties hereto.

(CONTINUED)

Seller's Initials:

RS, [Signature]

Buyer's Initials:

[Signature]

EXHIBIT 2

Date: January 25, 2019

Escrow No.: 16084-JP

Page 8 of 8: Additional instructions to previous pages are fully incorporated therein.

ESCROW COMPANIES ARE NOT AUTHORIZED TO GIVE LEGAL ADVICE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY BEFORE SIGNING.

EACH PARTY SIGNING THESE INSTRUCTIONS HAS READ THE ADDITIONAL ESCROW CONDITIONS AND INSTRUCTIONS, AND AGREES TO BE BOUND THEREBY, AND EACH UNDERSIGNED BUYER(S) AND SELLER(S) ACKNOWLEDGE RECEIPT OF A COPY OF THESE INSTRUCTIONS.

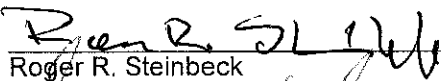
I/We agree to pay FUNDS REQUIRED TO CLOSE ESCROW UPON DEMAND.

SELLER(S) ONLY: The foregoing terms, provisions, conditions, and instructions, and those "General Provisions" contained herein are hereby approved and accepted in their entirety and concurred in by me. I will hand you necessary documents called for on my part to cause title to be shown as above which you are authorized to deliver when you hold for my account the sum of \$907,000.00 within the time as above provided, pay your escrow charges, my recording fees, charges for evidence of title as called for, whether or not this escrow is consummated, except those buyer agrees to pay. You are hereby authorized to pay bonds, assessments, taxes, and any liens of record to show title as called for, affix documentary tax on deed as required.

All parties hereto understand and acknowledge that Owners of Encore Escrow Company, Inc. holds an ownership interest in Rodeo Realty, Inc., Paramount Properties, L.A. Mortgage, Inc., and Progressive Title Holding Company, which may be representing parties to this transaction, and therefore have a financial interest herein. THERE ARE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WHO OFFER SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST RATE FOR THE BEST SERVICES.


SELLERS:

BUYERS:



Roger R. Steinbeck

Raymond James Finlayson



Stannis V. Steinbeck

SIGN & RETURN

EXHIBIT "A"

PARCEL NO. 1:

LOT 10 OF TRACT NO. 72157, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 1384, AT PAGES 9 TO 11 INCLUSIVE, OF MAPS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER ("MAPS").

EXCEPTING UNTO GRANTOR, ITS SUCCESSORS AND ASSIGNS, TOGETHER WITH THE RIGHT TO GRANT AND TRANSFER ALL OR A PORTION OF THE SAME:

A. ALL OIL RIGHTS, MINERAL RIGHTS, NATURAL GAS RIGHTS AND RIGHTS TO ALL OTHER HYDROCARBONS BY WHATEVER NAME KNOWN, TO ALL GEOTHERMAL HEAT AND TO ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING (COLLECTIVELY, "SUBSURFACE RESOURCES"); AND

B. THE PERPETUAL RIGHT TO DRILL, MINE, EXPLORE AND OPERATE FOR AND TO PRODUCE, STORE AND REMOVE ANY OF THE SUBSURFACE RESOURCES ON OR FROM SAID LOT, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN SAID LOT, WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF SAID LOT, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS WITHIN OR BEYOND THE EXTERIOR LIMITS OF SAID LOT, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, BUT WITHOUT THE RIGHT TO DRILL, MINE, EXPLORE, OPERATE, PRODUCE, STORE OR REMOVE ANY OF THE SUBSURFACE RESOURCES THROUGH OR IN THE SURFACE OR THE UPPER FIVE HUNDRED FEET (500') OF THE SUBSURFACE OF SAID LOT, AS RESERVED BY DEED RECORDED FEBRUARY 25, 2016 AS INSTRUMENT NO. 20160212763, OF OFFICIAL RECORDS.

PARCEL NO. 2:

NONEXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, ENCROACHMENT AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SKYLINE AT BEN AVENUE RECORDED ON JUNE 24, 2015 AS INSTRUMENT NO. 20150755406, AS AMENDED OR RESTATED ("DECLARATION") AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND NOTICE OF ADDITION OF TERRITORY FOR PHASE 2 OF SKYLINE AT BEN AVENUE RECORDED ON JULY 14, 2015 AS INSTRUMENT NO. 20150842106, AS AMENDED OR RESTATED ("NOTICE OF ADDITION"), BOTH IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.

*****END OF LEGAL DESCRIPTION*****



Date: January 25, 2019

Escrow No.: 16084-JP

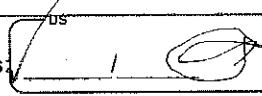
Page 2 of 8: Additional instructions to previous pages are fully incorporated therein..

- B. **CREDIT FROM SELLER TO BUYER:** Seller herein agrees to credit the Buyer \$500.00. Escrow holder is hereby authorized and instructed to debit the Seller and credit the Buyer accordingly at the close of escrow.
- C. **GAS SHUTOFF VALVE ORDINANCE (for property located in the City of Los Angeles):** Seller agrees to comply with the Los Angeles City ordinance that requires the installation of a Seismic Gas Shutoff Valve on residential and commercial building prior to the close of escrow. Said ordinance requires a permit from the Department of Building and Safety as well as an inspection by the Department. Questions concerning this ordinance should be directed to the **Los Angeles Department of Building and Safety at their toll free number (888) 524-2845.**
- D. **9A REPORT:** Seller shall furnish Buyer with a Report of Residential Property Records and Pending Special Assessment Liens, which report shall also conform to the requirements of the city of Los Angeles Municipal Code Section 91.5406(e), relative to sliding glass door impact hazard glazing and water conservation ordinance. Seller shall comply with all requirements and hand escrow holder a properly executed application for said report along with a check for filing fee of **\$70.85** payable to the **DEPARTMENT OF BUILDING AND SAFETY**. Escrow Holders responsibility shall be limited to filing said application and delivering said report to the Buyer either prior to or as soon after the close of escrow, as the report is received in escrow.
- E. The undersigned Buyer and Seller hereby acknowledge that during the course of this escrow there may be certain funds ordered on our behalf that will be hand delivered and/or sent via Federal Express or Express Mail to and from Escrow Holder both for the sake of time requirements and safety in delivery. We therefore authorize Escrow Holder to order messengers and/or send documents via Federal Express or Express Mail when deemed necessary, at our expense. Escrow Holder is hereby authorized and instructed to debit each account accordingly at the close of escrow. Further, Buyer and Seller are aware that one or more of the parties herein may receive a discount on escrow fees, if applicable. **If loan documents are sent via electronic delivery to Escrow Holder, Escrow holder is responsible only for the printing/copying of said documents not for content or accuracy thereof. Buyer is aware Escrow Holder does not draw or prepare the loan documents. Buyer's lender is responsible for the accurate preparation of any and all loan documents received by Escrow Holder from lender.**
- F. **PRELIMINARY CHANGE OF OWNERSHIP REPORT:** Section 480.3 of the Revenue Taxation Code requires that a "Preliminary Change of Ownership Report", be completed and certified by the Transferee (buyer), and be filed concurrently with the Deed or other document that reflects a change of ownership in real property. The buyer herein agrees to complete and certify said report and deliver same to escrow for filing with the change of ownership document at least 2 days prior to filing date. Buyer further understands and acknowledges that the County Recorder will charge an additional, non-refundable fee of \$20.00 should the report not accompany the conveyance document. Buyer further authorizes Escrow Holder to debit Buyer said \$20.00 fee at the close of escrow in the event the Change of Ownership Statement is not deposited at least two days prior to the close of escrow.
- G. **1099 FORM:** Seller is aware and acknowledges that pursuant to the Tax Reform Act of 1987, Escrow Holder is obligated to report gross proceeds received by Seller from this transaction. Seller hereby agrees to provide Escrow Holder with such information (1099) as is required by law.
- H. **CLOSING FUNDS:** Prior to the close of escrow, all funds deposited by the buyer, the lender of the buyer or the seller must be **COLLECTED FUNDS**. To avoid delay in the closing of this escrow, please arrange for all deposit required for the close of escrow to be **wire transferred** to escrow, **AT LEAST TWO BUSINESS DAYS PRIOR TO THE CLOSE OF ESCROW, as directed by Escrow Officer. Be sure to liquidate any investment accounts in time to wire funds as required. Cashiers Checks will only be accepted IF the TOTAL amount of the cashiers check(s) do not/does not exceed \$100,000.00 (one hundred thousand dollars), and said cashiers checks must be brought to escrow holder by noon (12:00 PM) THREE BUSINESS DAYS PRIOR TO THE CLOSE OF ESCROW. Escrow holder reserves the right to refuse any cashiers check presented to escrow holder, at the sole discretion of the Escrow Officer.**
- I. **ELECTRONIC SIGNATURE(S):** The undersigned consent to and acknowledge his/her/their engagement in using

(CONTINUED)

Seller's Initials: _____ / _____

Buyer's Initials: _____



Date: January 25, 2019

Escrow No.: 16084-JP

Page 3 of 8: Additional instructions to previous pages are fully incorporated therein..

software programs for purposes of utilizing electronic signature(s) to create and execute certain documents, instructions, disclosures, etc. Escrow holder's receipt of this "live" signed document shall constitute full authority to accept electronic signatures on any and all future documents (excluding those which require notarization or recordation), and to rely on such electronic signatures and documents as if his/her/their live signature(s) were on them. Escrow holder may consider electronic signature(s) submitted by the undersigned to be equally as valid and binding as live signature(s), and by signing below all parties are aware and agree that Escrow holder does not require that the undersigned perform any further authentication to verify same. The undersigned confirm that escrow holder is to perform and carry out escrow holder duties based on these assurances and guarantees without hesitation or speculation as to whether or not I personally have electronically signed documents.

J. **CAL-FIRPTA: NOTIFICATION TO BUYER AND SELLER REGARDING TAX WITHHOLDING REQUIREMENTS OF CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662 AS AMENDED BY AB2065 ON SALE OF REAL PROPERTY:** As of January 1, 2003, California law requires "pay as you go" (prepayment) of income tax by withholding of 3-1/3% on all sales of real property for individuals sellers of real property, whether resident or non-resident. Individual sellers may certify under penalty of perjury on Form 593-C that as individuals sellers they are not subject to withholding due to one of the exemptions: 1) Sales price is not greater than \$100,000.00; 2) the property is a principal residence of the transferor; 3) the property will be replaced in a like kind 1030 tax deferred exchange; 4) certain foreclosure transactions; or 5) seller certifies that the sale will result in a loss for California tax purposes. Non-individual sellers: 1) corporations with a permanent place of business in California; 2) partnerships or LLC's; 3) tax exempt entities, insurance companies, IRA'S or qualified pension plans; 4) Irrevocable trusts with a California trustee; or 5) estates with a California decedent or bank or banks acting as a fiduciary for a trust; may also certify under penalty of perjury that they are not subject to withholding due to one of the exemptions. **The parties acknowledge that escrow holder will take no action regarding withholding without further mutual written instructions of buyer and seller in form satisfactory to escrow, together with completion of Franchise Tax Board forms. California Revenue and Taxation Code Section 18662 has (as amended by AB2065) require a BUYER of real property to withhold under CAL FIRPTA if the above-described exemptions are not met.** Seller or buyer may contact Franchise Tax Board Withholding At Source Unit, P.O. Box 651, Sacramento, CA 95812-0651, (916) 845-6442.

K. **PRIVACY ACT NOTICE:** Encore Escrow Company, Inc. has prepared this Privacy Act Notice to comply with the Gramm-Leach Bliley Act, Public Law 106-102 and to inform you regarding its collections, storage and use of information that you and others give it during the processing of your escrow transaction. The information in this Privacy Act Notice applies to Escrow Holder's current and former clients.

1. **Categories of Information Escrow Holder Collects.** We collect nonpublic personal information about you from the following sources:

- A. Information from you in letters and other communications as well as in escrow instructions and on forms including Statements of Identity, data collection regarding the financial status of the property or you and on other forms; and
- B. Information directly from third parties including real estate sales agents and brokers, mortgage companies and lenders, title companies, contractors, bookkeepers and accountants, attorneys, homeowners associations, insurance agents, federal state, or local tax or governmental authorities or from others who may give us information on forms or by other methods including but not limited to, telephone, e-mail, facsimile transmission.

2. **Categories of Parties To Whom Escrow Holder Discloses.** We may disclose non-public personal information about you to the following types of third parties:

- A. Financial service providers such as title insurance and underwritten title companies, mortgage companies and lenders as well as insurance agents and companies associated with your escrow transaction.
- B. Non financial companies such as homeowners associations, attorney, bookkeepers and accountants, federal state or local tax or governmental authorities, real estate agents and brokers associated with your escrow transaction.
- C. Service Providers including contractors, structural pest control operators and others rendering services to you or the real property or business that is the subject of this escrow transaction.

We may also disclose non-public personal information about you to non-affiliated third parties as permitted by law. We do not disclose personal or confidential information to anyone outside our company without your consent. We will adhere to the privacy policies and practices as described in this Privacy Act Notice.

We restrict access to your personal and escrow file information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. Your information is stored in a secure place on a secure computer and in physical files. When we dispose of old physical paper files, we have it shredded and recycled by a bonded security company.

You may direct all questions regarding the policies set forth in this Privacy Act Notice to your escrow officer.

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Seller's Initials: _____ / _____

Buyer's Initials: _____ / _____

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Date: January 25, 2019

Escrow No.: 16084-JP

Page 4 of 8: Additional instructions to previous pages are fully incorporated therein..

- L. **PRORATIONS:** Prorate as of Close of Escrow
Real Property taxes based on latest tax bill or on amount furnished by title company.
Homeowners Association dues.


THESE ESCROW INSTRUCTIONS ARE NOT INTENDED TO SUPERSEDE THE RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS, BUT TO CARRY OUT ITS TERMS AND CONDITIONS IN CONSUMMATING THE PURCHASE AND SALE, EXCEPT AS MAY BE AMENDED OR MODIFIED BY THE MUTUAL WRITTEN INSTRUCTIONS OF THE PARTIES.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW, SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

(CONTINUED)

Seller's Initials: _____ / _____

Buyer's Initials

_____ / _____ 

Date: January 25, 2019

Escrow No.: 16084-JP

Page 5 of 8: Additional instructions to previous pages are fully incorporated therein.

"ADDITIONAL ESCROW TERMS, CONDITIONS AND INSTRUCTIONS"

1. All funds received in this escrow shall be deposited with a State or Federal bank with other funds and all disbursements shall be made by check of this Escrow Company. All adjustments and proration shall be made on the basis of a 30 day month. "Close of Escrow" is the day instruments are recorded. All documents and funds due the respective parties herein are to be mailed to the addresses set out below their respective signatures unless otherwise instructed. The parties' signatures on any documents and instructions pertaining to this escrow indicate their unconditional approval of same.

2. Whenever provision is made herein for the payment of any sum, the delivery of any instrument or the performance of any act "outside of escrow", Escrow Holder shall have no responsibility therefor, shall not be concerned therewith, and is specifically relieved of any obligation relative thereto. Escrow Holder shall not be responsible or liable in any manner for execution or validity of any documents deposits in escrow, nor as to the identity, authority or rights of any person executing the same, either as to documents of record or those handed this escrow, nor for failure to comply with any of the provisions of any agreement, contract or other instrument filed with Escrow Holder or referred to herein. Escrow Holder's duties hereunder shall be limited to the safekeeping of such money and documents received by Escrow and for the disposition of same in accordance with the written instructions accepted by Escrow in this transaction. Escrow Holder shall not be required to take any action in connection with the collection, maturity or apparent outlaw of any obligations deposited in this escrow, unless otherwise instructed.

3. The Escrow Holder and its employees and agents are released from all responsibility to determine if the legal description conforms to the street address, nor shall Escrow Holder make any physical examination and/or representation whatsoever of any nature regarding the real and/or personal property described in any documents deposited in this escrow.

4. Escrow Holder is not held responsible for any personal property tax which may be assessed against any former owner of the above-described property nor for the corporation or license tax of any corporation as a former owner. SELLER will clear property being conveyed, before delinquency, of any tax on property not included herein. Escrow Holder is not to be concerned with same.

SELLER shall notify Escrow Holder in writing if SELLER has elected to postpone property taxes or assessments due on said property which may have not yet become a lien of record on the property, and hold Escrow Holder harmless therefrom.


5. The parties hereto acknowledge that so far as Escrow Holder's rights and liabilities are concerned, this transaction is an escrow and not any other legal relation and Encore Escrow Co., Inc. is escrow agent only on the terms herein expressed. Escrow Holder shall have no responsibility of notifying any of the parties to this escrow any sale, resale, loan, exchange, or other transaction involving any property herein described or of any profit realized by any person, firm, or corporation (broker, agent and parties to this and/or any other escrow included) in connection therewith, regardless of the fact that such transaction(s) may be handled by Escrow Holder in this escrow or in another escrow.

6. In the event that the conditions of this escrow have not been complied with at the expiration of the time provided for herein, Escrow Holder is instructed nevertheless, to complete the same at any time thereafter as soon as the conditions (except as to time) have been complied with, unless any of the parties shall have delivered written demand upon Escrow Holder to cancel and for the return of money or documents deposited by him. Party electing to cancel this escrow hereby promises and agrees to pay all cancellation expenses.

7. NO NOTICE, DEMAND OR CHANGE OF INSTRUCTION SHALL BE OF ANY EFFECT IN THIS ESCROW OR SHALL BIND ESCROW HOLDER UNLESS SIGNED AND DELIVERED IN WRITING TO ALL PARTIES AFFECTED THEREBY. In the event conflicting demands or notices are made or served upon Escrow Holder or any controversy arises between the parties hereto or with third persons growing out of or relating to this escrow, Escrow Holder shall have the absolute right to withhold and stop all further proceedings in, and performance of, this escrow, until Escrow Holder receives written notification satisfactory to Escrow of the settlement of the controversy by agreement of the parties thereto, or by final judgment of a Court of competent jurisdiction, and may withhold all money, securities, documents, or proceedings, and in

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Seller's Initials: /

Buyer's Initials: / 

Date: January 25, 2019

Escrow No.: 16084-JP

Page 6 of 8: Additional instructions to previous pages are fully incorporated therein.

such event, Escrow Holder shall not be liable for interest or damage. All of the parties to this escrow hereby jointly and severally promise and agree to pay promptly on demand as well as to indemnify Escrow Holder and to hold same harmless from and against all litigation and interpleader costs, damages, judgments, actual attorney's fees, expenses, obligations and liabilities of every kind which, in good faith, Escrow Holder may incur or suffer in connection with or arising out of this escrow, whether said litigation, interpleader, obligations, liabilities, or expenses arise during the performance of this escrow, or subsequent thereto, directly or indirectly. The parties hereto hereby agree that said additional costs shall be paid mutually by the parties in addition to cancellation fees which may apply.

8. These instructions may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All such counterparts together shall constitute one and the same document.

9. Escrow Holder is hereby authorized to deposit any funds or documents handed to it under these escrow instructions, or cause the same to be deposited, with any duly authorized sub-escrow agent, subject to Escrow Holder's order at or prior to close of escrow, in the event such deposit shall be necessary or convenient for the consummation of this escrow.

10. The parties to these escrow instructions authorize Escrow Holder to destroy these instructions and all other instructions and records in this escrow at any time after five (5) years from the date of these instructions.

11. Escrow Holder may deduct from net proceeds of any party any amounts which said party may owe Escrow Holder in any other matter.

12. In the event of failure to pay fees or expenses due Escrow Holder hereunder, on demand, the parties hereto agree to pay any for attorney's services which may be required to collect such fees or expenses. Escrow Holder is hereby granted a possessory lien upon all rights, title and interest of each of the parties hereto in all documents, funds and other property held by Escrow Holder, and is authorized to apply such funds or property to satisfy any and all expenses, attorneys fees, losses and other liabilities which Escrow Holder may suffer as a result, directly or indirectly, from this escrow.

It is expressly understood that the fee for Escrow Holder's services is for ordinary services only. In the event Escrow Holder is requested to render any service not provided for herein, or if there is any modification hereof, the parties hereby agree to reasonably compensate Escrow Holder according to its compensation schedule in effect at the time for any such extraordinary services, and reimburse for any costs or expenses incurred from the proceeds of this escrow. In the event this escrow is not completed for any reason whatsoever, Escrow Holder is hereby authorized to deduct and pay Escrow Holder's fee plus any costs incurred from any funds deposit. If there are not sufficient funds on deposit to pay Escrow Holder such fees and costs, the parties hereto agree to pay Escrow Holder such fees and costs due upon demand.

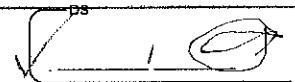
13. If a party to this escrow unilaterally assigns or orders the proceeds of this escrow to be paid to other than the original parties to this escrow, such assignment or order shall be subordinated to the expenses of this escrow, liens of record on the subject property, and payments directed to be made by original parties together. If the results of such assignments or order would be to leave the escrow without sufficient funds to close, then Escrow Holder is directed to close nevertheless and to pay such assignments or orders only out of the net proceeds due except for such assignments or orders, and to pay them in the order in which such assignments or orders are received by Escrow Holder. Escrow Holder is hereby authorized by parties to furnish a copy these instructions, amendments thereto, closing statements and/or any other documents deposits in this escrow to the lender or lenders and/or the real estate brokers. In the event of an assignments or transfer of interest by operation of law, with or without the approval or consent of any or all of the parties hereto, Escrow Holder shall retain the right to deduct any and all escrow costs, fees, and expenses provided for herein from said assignment or transfer notwithstanding.

14. Seller guarantees, and Escrow Holder shall be fully protected in assuming that as to any insurance policy handed it each policy is in force, has not been hypothecated, and that all necessary premiums therefor have been paid. Escrow Holder will transfer for assignment any insurance policy handed it for use in this escrow, but shall not be responsible for verifying the acceptance of the assignment and policy by the insurance company. ESCROW HOLDER WILL MAKE NO ATTEMPT TO VERIFY THE RECEIPT OF THE REQUEST FOR ASSIGNMENT BY THE ISSUING COMPANY. BUYER is hereby put on notice that if the insurance company shall fail to receive said assignment, the issuing company may deny coverage for any loss suffered by BUYER. IT IS THE OBLIGATION OF THE INSURED OR HIS REPRESENTATIVE TO

(CONTINUED)

Seller's Initials: _____ / _____

Buyer's Initials:



Date: January 25, 2019

Escrow No.: 16084-JP

Page 7 of 8: Additional instructions to previous pages are fully incorporated therein.

VERIFY THE ACCEPTANCE OF THE ASSIGNMENT OF THE POLICY BY THE ISSUING COMPANY.

15. The adjustments and prorations called for shall be computed as set forth below, or as otherwise amended in writing:

(a) Taxes, including all tax bill items, except taxes on personal property not conveyed through this escrow, based on current year's taxes, or between July 1st and November 1st of each year based on immediately preceding year's taxes. In each case, use the figures from the tax bill handed to escrow by SELLER or figures furnished Escrow by title company, without liability on Escrow Holder's part as to their correctness. SELLER agrees to pay prior to delinquency, any taxes on real and personal property not being sold herein, which is a lien on the real property being conveyed. Escrow Holder shall not be concerned with same.

(b) Interest on Mortgages and/or Trust Deeds of record, mortgage insurance premiums, funds accrued in Impound Account for future payment of taxes, fire or mortgage insurance, as disclosed by any beneficiary statement received in escrow. If any beneficiary statement discloses that the unpaid PRINCIPAL AMOUNT DUE ON ANY TRUST DEED OF RECORD IS MORE OR LESS THAN THE AMOUNT HEREIN SET FORTH, Escrow Holder shall adjust the difference in cash through this escrow, unless otherwise provided for herein.

16. Escrow Holder is not to be concerned with the giving of any disclosures required by Federal or State Law, specifically but not exclusively, RESPA (REAL ESTATE SETTLEMENT PROCEDURES ACT), Regulation Z (Truth-in-Lending Disclosures) or other warnings, or any warranties express or implied. Neither shall Escrow Holder be concerned with the effect of zoning regulations, building restrictions, or accuracy of any structural pest control report(s) or clearance(s) which may pertain to or affect the land or improvements that are the subject of this escrow.

17. The parties to this escrow have satisfied themselves outside of escrow that the transaction covered by this escrow is not in violation of Subdivision Map Act or any other law regulating land division, and Escrow Holder is relieved of all responsibility and/or liability in connection therewith, and are not to be concerned with the enforcement of said laws.

18. Escrow Holder is authorized to deliver assurances of title, and insurance policies, if any, to holder of senior encumbrances or his order, or if there be no encumbrances, then to the BUYER or his order.

19. Time is of the essence of these escrow instructions and any obligations created thereby on any party hereto.

20. Computation of time. All periods of time referred to in these instructions shall include all Saturday and Sundays and State or National holidays unless the period of time specifies business days; a business day is any day other than Saturday, Sunday and State or National holidays. However, if the date for last date to perform any act or giving any notice with respect to these instructions shall fall on a Saturday, Sunday or National holiday, such act or notice may be timely performed or given on the next succeeding business day as defined herein.

21. Escrow Holder may accept the deposit into escrow of a non-foreign affidavit or certification, executed by SELLER, to be handed to BUYER at close of escrow as an accommodation only. Escrow Holder is relieved from and shall have no liability, obligation, or responsibility with respect to (a) withholding of funds pursuant to Section 1445 of the Internal Revenue code of 1954 as amended, (b) advising the party as to the requirement of such Section, (c) determining whether the transferor is a foreign person under such Section and/or (d) obtaining a non-foreign affidavit or other exemption from withholding under such Section, nor otherwise making any inquiry concerning compliance with such Section by any party to the transaction.

22. Seller is aware and acknowledge that pursuant to the Tax Reform Act of 1987, Escrow Holder is obligated to report gross proceeds received by Seller from this transaction. Seller hereby agrees to provide Escrow Holder with such information as is required by law.

23. Any amended, supplemental or additional instructions given shall be subject to the foregoing terms, conditions and instructions. Escrow Holder's obligations shall not commence until receipt of signed instructions from all parties hereto.

(CONTINUED)

Seller's Initials: _____ / _____

Buyer's Initials:

US
[Handwritten signature/initials]

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Date: January 25, 2019

Escrow No.: 16084-JP

Page 8 of 8: Additional instructions to previous pages are fully incorporated therein.

ESCROW COMPANIES ARE NOT AUTHORIZED TO GIVE LEGAL ADVICE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY BEFORE SIGNING.

EACH PARTY SIGNING THESE INSTRUCTIONS HAS READ THE ADDITIONAL ESCROW CONDITIONS AND INSTRUCTIONS, AND AGREES TO BE BOUND THEREBY, AND EACH UNDERSIGNED BUYER(S) AND SELLER(S) ACKNOWLEDGE RECEIPT OF A COPY OF THESE INSTRUCTIONS.

I/We agree to pay FUNDS REQUIRED TO CLOSE ESCROW UPON DEMAND.

SELLER(S) ONLY: The foregoing terms, provisions, conditions, and instructions, and those "General Provisions" contained herein are hereby approved and accepted in their entirety and concurred in by me. I will hand you necessary documents called for on my part to cause title to be shown as above which you are authorized to deliver when you hold for my account the sum of \$907,000.00 within the time as above provided, pay your escrow charges, my recording fees, charges for evidence of title as called for, whether or not this escrow is consummated, except those buyer agrees to pay. You are hereby authorized to pay bonds, assessments, taxes, and any liens of record to show title as called for, affix documentary tax on deed as required.

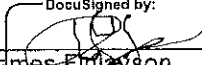
All parties hereto understand and acknowledge that Owners of Encore Escrow Company, Inc. holds an ownership interest in Rodeo Realty, Inc., Paramount Properties, L.A. Mortgage, Inc., and Progressive Title Holding Company, which may be representing parties to this transaction, and therefore have a financial interest herein. THERE ARE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WHO OFFER SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST RATE FOR THE BEST SERVICES.

SELLERS:

Roger R. Steinbeck

Stannis V. Steinbeck

BUYERS:

DocuSigned by:


Raymond James F. Mayson
8899F67002B44AE...

SIGN & RETURN

EXHIBIT "A"

PARCEL NO. 1:

LOT 10 OF TRACT NO. 72157, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 1384, AT PAGES 9 TO 11 INCLUSIVE, OF MAPS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER ("MAPS").

EXCEPTING UNTO GRANTOR, ITS SUCCESSORS AND ASSIGNS, TOGETHER WITH THE RIGHT TO GRANT AND TRANSFER ALL OR A PORTION OF THE SAME:

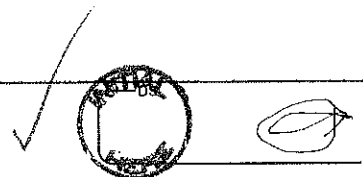
A. ALL OIL RIGHTS, MINERAL RIGHTS, NATURAL GAS RIGHTS AND RIGHTS TO ALL OTHER HYDROCARBONS BY WHATEVER NAME KNOWN, TO ALL GEOTHERMAL HEAT AND TO ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING (COLLECTIVELY, "SUBSURFACE RESOURCES"); AND

B. THE PERPETUAL RIGHT TO DRILL, MINE, EXPLORE AND OPERATE FOR AND TO PRODUCE, STORE AND REMOVE ANY OF THE SUBSURFACE RESOURCES ON OR FROM SAID LOT, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN SAID LOT, WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF SAID LOT, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS WITHIN OR BEYOND THE EXTERIOR LIMITS OF SAID LOT, AND TO REDRILL, RETURNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, BUT WITHOUT THE RIGHT TO DRILL, MINE, EXPLORE, OPERATE, PRODUCE, STORE OR REMOVE ANY OF THE SUBSURFACE RESOURCES THROUGH OR IN THE SURFACE OR THE UPPER FIVE HUNDRED FEET (500') OF THE SUBSURFACE OF SAID LOT, AS RESERVED BY DEED RECORDED FEBRUARY 25, 2016 AS INSTRUMENT NO. 20160212763, OF OFFICIAL RECORDS.

PARCEL NO. 2:

NONEXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, ENCROACHMENT AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SKYLINE AT BEN AVENUE RECORDED ON JUNE 24, 2015 AS INSTRUMENT NO. 20150755406; AS AMENDED OR RESTATED ("DECLARATION") AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND NOTICE OF ADDITION OF TERRITORY FOR PHASE 2 OF SKYLINE AT BEN AVENUE RECORDED ON JULY 14, 2015 AS INSTRUMENT NO. 20150842106, AS AMENDED OR RESTATED ("NOTICE OF ADDITION"), BOTH IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.

END OF LEGAL DESCRIPTION





CALIFORNIA ASSOCIATION OF REALTORS®

CONTINGENCY REMOVAL No. 114

(C.A.R. Form CR, Revised, 6/16)

In accordance with the terms and conditions of the: [] Residential Purchase Agreement (C.A.R. Form RPA-CA), [] Request For Repair (C.A.R. Form RR), [] Response And Reply To Request For Repair (C.A.R. Form RRRR) or [] Other

dated 01/22/2019, on property known as 12005 Emery Lane, Valley Village, CA 91607 ("Property"), between Raymond James Finlayson ("Buyer") and Roger R. Steinbeck, Stannis V. Steinbeck ("Seller").

I. BUYER REMOVAL OF BUYER CONTINGENCIES:

1. With respect to any contingency and cancellation right that Buyer removes, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations and review of reports and other applicable information and disclosures; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and, expense, if any, for Repairs, corrections, or for the inability to obtain financing. Waiver of statutory disclosures is prohibited by law.

2. Buyer removes those contingencies specified below.

A. ONLY the following individually checked Buyer contingencies are removed:

- 1. [] Loan (Paragraph 3J)
2. [] Appraisal (Paragraph 3I)
3. [] Buyer's Physical Inspection (Paragraph 12)
4. [] All Buyer Investigations other than a physical inspection (Paragraph 12)
5. [] Condominium/Planned Development (HOA or OA) Disclosures (Paragraph 10F)
6. [] Reports/Disclosures (Paragraphs 7 and 10)
7. [] Title: Preliminary Report (Paragraph 13)
8. [] Sale of Buyer's Property (Paragraph 4B)
9. [] Review of documentation for leased or liened items (Paragraph 8B(5))
10. [] Other:
11. [] Other:

OR B. [] ALL Buyer contingencies are removed, EXCEPT: [] Loan Contingency (Paragraph 3J); [] Appraisal Contingency (Paragraph 3I); [] Contingency for the Sale of Buyer's Property (Paragraph 4B); [] Condominium/Planned Development (HOA) Disclosures (Paragraph 10F); [] Other

OR C. [X] BUYER HEREBY REMOVES ANY AND ALL BUYER CONTINGENCIES.

3. Once all contingencies are removed, whether or not Buyer has satisfied him/herself regarding all contingencies or received any information relating to those contingencies, Buyer may not be entitled to a return of Buyer's deposit if Buyer does not close escrow. This could happen even if, for example, Buyer does not approve of some aspect of the Property or lender does not approve Buyer's loan.

NOTE: Paragraph numbers refer to the California Residential Purchase Agreement (C.A.R. Form RPA-CA). Applicable paragraph numbers for each contingency or contractual action in other C.A.R. contracts are found in Contract Paragraph Matrix (C.A.R. Form CPM).

Buyer [Signature] Date 1/31/2019

Buyer _____ Date _____

II. SELLER REMOVAL OF SELLER CONTINGENCIES: Seller hereby removes the following Seller contingencies:

- [] Finding of replacement property (C.A.R. Form SPRP); [] Closing on replacement property (C.A.R. Form SPRP)
[] Other

Seller _____ Date _____

Seller _____ Date _____

(/) (Initials) CONFIRMATION OF RECEIPT: A copy of this signed Contingency Removal was personally received by [] Buyer [] Seller or authorized agent on _____ (date), at _____ AM / PM.

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CR REVISED 6/16 (PAGE 1 OF 1)

CONTINGENCY REMOVAL (CR PAGE 1 OF 1)

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EXHIBIT 3



23901 Calabasas Rd., #1033, Calabasas, CA 91302

(818) 224-2788 • Fax: (818) 224-2789

SELLER'S ESTIMATED NET PROCEEDS

PROPERTY: 12005 Emery Lane **DATE:** February 8, 2019
Valley Village, CA 91607-6111

SELLER: Roger R. Steinbeck and Stannis V. Steinbeck **CLOSING DATE:** March 1, 2019
ESCROW NO.: 16084-JP

	<u>DEBITS</u>	<u>CREDITS</u>
FINANCIAL CONSIDERATION		
Total Consideration		907,000.00
PAYOFF CHARGES - Loan Care		
[Total Payoff \$772,676.83]		
Payoff Estimate	772,676.83	
PRORATIONS/ADJUSTMENTS		
County Taxes at \$5,218.90/semi-annually from 01/01/2019 to 04/30/2019	3,450.27	
Seller credit to buyer	500.00	
COMMISSION CHARGES		
Rodeo Realty, Inc.	17,686.50	
Keller Williams Realty	22,675.00	
H.O.A./MANAGEMENT		
Transfer Fee to Cardinal Management Group	230.00	
Dues for March to Skyline at Ben Avenue HOA	163.75	
OTHER DEBITS/CREDITS		
Seller's choice for Home Warranty Policy	600.00	
Department of Building and Safety for 9a Report (must be prepaid)		
POC (S*) \$70.85		
Los Angeles Dept. of Water and Power for Certificate of Compliance	15.00	
Disclosure Source for Zone Disclosure Report	99.00	
Eco-Safe Retrofit for retrofit repairs	2,000.00	
Angelique Fusano Notary Invoice	65.00	
Office of the United States Trustee for Trustee fee	4,875.00	
Wells Fargo Bank, N.A. for Bankruptcy Case ID WFCRTB1712969CAC90131110	7,796.66	
Totaro & Shanahan Client Trust Account for estimated net proceeds	64,568.29	
TITLE/TAXES/RECORDING CHARGES - Progressive Title Company		
Title - Owner's Title Insurance	2,183.00	
Title - Sub Escrow Fee	62.50	
Title - Wire Fee /Insp Fee	95.00	
Transfer Tax - County to Los Angeles County	997.70	
Transfer Tax - City to City of Los Angeles	4,081.50	
ESCROW CHARGES - Encore Escrow Company, Inc.		
Title - Escrow Fee	2,014.00	
Title - Processing Demands	50.00	
Title - Drawing Grant Deed	50.00	
Title - Archive/Courier	65.00	
TOTAL	\$ 907,000.00	\$ 907,000.00

THIS IS AN ESTIMATE ONLY AND FIGURES ARE SUBJECT TO CHANGE

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EXHIBIT 4



CONGRATULATIONS and THANK YOU for the new title order on
12005 EMERY LANE, VALLEY VILLAGE, CA

ORDER NO.: PR1980119

Progressive Title Company has provided a brief summary of your Preliminary Title Report. Please review the full copy of your report that follows this summary.

IMPORTANT: You should carefully consider all of the information in the Preliminary Title Report. The review below is meant as an added service, not as a substitute for the actual report or as a substitute for legal advice.

Vesting

ROGER R. STEINBACK AND STANNIS STEINBECK, SUBJECT TO PROCEEDINGS PENDING IN THE CENTRAL DISTRICT OF THE U. S. DISTRICT COURT, CALIFORNIA, ENTITLED IN RE: ROGER RONALD STEINBECK AND STANNIS VERONICA STEINBEACK, CASE NO. 17-BK-12969-VK, WHEREIN A PETITION FOR RELIEF WAS FILED NOVEMBER 17, 2017.

PLEASE NOTE: BANKRUPTCY RULE NO. 6004.(h) STATES: "AN ORDER AUTHORIZING THE USE, SALE, OR LEASE OF PROPERTY OTHER THAN CASH COLLATERAL IS STAYED UNTIL THE EXPIRATION OF 14 DAYS AFTER THE ENTRY OF THE ORDER, UNLESS THE COURT ORDERS OTHERWISE."

Property Taxes

GENERAL AND SPECIAL TAXES FOR THE FISCAL YEAR 2018-2019

TOTAL:	\$10,437.81	
FIRST INSTALLMENT:	\$5,218.91	PAID
PENALTY:	\$0.00	
SECOND INSTALLMENT:	\$5,218.90	OPEN
PENALTY:	\$0.00	

Assessor's Parcel Number: 2348-008-109

Money Matters

A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS AND ANY OTHER AMOUNTS OR OBLIGATIONS SECURED THEREBY

AMOUNT: \$776,200.00
RECORDED: APRIL 13, 2017 AS INSTRUMENT NO. 20170406889, OF OFFICIAL RECORDS.

Requirements Prior to Closing

See Page 7 of Preliminary Title Report

Covenants, Conditions, and Restrictions

There are covenants, conditions, and restrictions on the property. They can be viewed in the attached report by clicking on the hyperlinked recording information.

Easements

There are easements over the property. They can be viewed in the attached report by clicking on the hyperlinked recording information.

Miscellaneous

None

We are looking forward to helping you close this transaction! Thank you and if there is anything we can do to assist you please don't hesitate to ask!

FULL COPY OF PRELIMINARY TITLE REPORT FOLLOWS
PLEASE REVIEW FOR COMPLETE DETAILS

PROGRESSIVE TITLE COMPANY

801 NORTH BRAND BLVD. SUITE 400

GLENDAL, CA 91203

PHONE: (800) 311-4549

FAX: (818) 291-4481

DATED AS OF JANUARY 16, 2019 AT 7:30 A.M.

ENCORE ESCROW
23901 CALABASAS RD. #1033
CALABASAS, CA 91302

ATTENTION: JENICA PIVNIK

YOUR NO.: 16084-JP
PROPERTY ADDRESS: 12005 EMERY LANE,
VALLEY VILLAGE, CA

ORDER NO.: PR1980119
TITLE OFFICER: ELLA M. CUMMINGS
EMAIL:
GLENDALUNIT80@PROGRESSIVETITLE.COM

"PRELIMINARY REPORT"

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, **PROGRESSIVE TITLE COMPANY** HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION BELOW OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN EXHIBIT B ATTACHED. THE POLICY TO BE ISSUED MAY CONTAIN AN ARBITRATION CLAUSE. WHEN THE AMOUNT OF INSURANCE IS LESS THAN THAT SET FORTH IN THE ARBITRATION CLAUSE, ALL ARBITRABLE MATTERS SHALL BE ARBITRATED AT THE OPTION OF EITHER THE COMPANY OR THE INSURED AS THE EXCLUSIVE REMEDY OF THE PARTIES. LIMITATIONS ON COVERED RISKS APPLICABLE TO THE CLTA AND ALTA HOMEOWNER'S POLICIES OF TITLE INSURANCE WHICH ESTABLISH A DEDUCTIBLE AMOUNT AND A MAXIMUM DOLLAR LIMIT OF LIABILITY FOR CERTAIN COVERAGES ARE SET FORTH IN THE POLICY. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE THAT ISSUED THIS REPORT.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN EXHIBIT B OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.

IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

ALTA/CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE, IF APPLICABLE, OR

CLTA/ALTA STANDARD OWNER'S POLICY; AND/OR

ALTA LOAN POLICY, IF APPLICABLE, OR CLTA STANDARD LOAN POLICY

A SPECIFIC REQUEST SHOULD BE MADE IF ANOTHER FORM OR ADDITIONAL COVERAGE IS DESIRED.

EXHIBIT 4

SCHEDULE A

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE AS TO PARCEL NO. 1, AN EASEMENT AS TO PARCEL NO. 2.

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

ROGER R. STEINBACK AND STANNIS STEINBECK, SUBJECT TO PROCEEDINGS PENDING IN THE CENTRAL DISTRICT OF THE U. S. DISTRICT COURT, CALIFORNIA, ENTITLED IN RE: ROGER RONALD STEINBECK AND STANNIS VERONICA STEINBEACK, CASE NO. 17-BK-12969-VK, WHEREIN A PETITION FOR RELIEF WAS FILED NOVEMBER 17, 2017.

PLEASE NOTE: BANKRUPTCY RULE NO. 6004.(h) STATES: "AN ORDER AUTHORIZING THE USE, SALE, OR LEASE OF PROPERTY OTHER THAN CASH COLLATERAL IS STAYED UNTIL THE EXPIRATION OF 14 DAYS AFTER THE ENTRY OF THE ORDER, UNLESS THE COURT ORDERS OTHERWISE."

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO

EXHIBIT "A"

PARCEL NO. 1:

LOT 10 OF TRACT NO. 72157, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 1384, AT PAGES 9 TO 11 INCLUSIVE, OF MAPS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER ("MAPS").

EXCEPTING UNTO GRANTOR, ITS SUCCESSORS AND ASSIGNS, TOGETHER WITH THE RIGHT TO GRANT AND TRANSFER ALL OR A PORTION OF THE SAME:

A. ALL OIL RIGHTS, MINERAL RIGHTS, NATURAL GAS RIGHTS AND RIGHTS TO ALL OTHER HYDROCARBONS BY WHATEVER NAME KNOWN, TO ALL GEOTHERMAL HEAT AND TO ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING (COLLECTIVELY, "SUBSURFACE RESOURCES"); AND

B. THE PERPETUAL RIGHT TO DRILL, MINE, EXPLORE AND OPERATE FOR AND TO PRODUCE, STORE AND REMOVE ANY OF THE SUBSURFACE RESOURCES ON OR FROM SAID LOT, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN SAID LOT, WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF SAID LOT, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS WITHIN OR BEYOND THE EXTERIOR LIMITS OF SAID LOT, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, BUT WITHOUT THE RIGHT TO DRILL, MINE, EXPLORE, OPERATE, PRODUCE, STORE OR REMOVE ANY OF THE SUBSURFACE RESOURCES THROUGH OR IN THE SURFACE OR THE UPPER FIVE HUNDRED FEET (500') OF THE SUBSURFACE OF SAID LOT, AS RESERVED BY DEED RECORDED FEBRUARY 25, 2016 AS INSTRUMENT NO. 20160212763, OF OFFICIAL RECORDS.

PARCEL NO. 2:

NONEXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, ENCROACHMENT AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SKYLINE AT BEN AVENUE RECORDED ON JUNE 24, 2015 AS INSTRUMENT NO. 20150755406, AS AMENDED OR RESTATED ("DECLARATION") AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND NOTICE OF ADDITION OF TERRITORY FOR PHASE 2 OF SKYLINE AT BEN AVENUE RECORDED ON JULY 14, 2015 AS INSTRUMENT NO. 20150842106, AS AMENDED OR RESTATED ("NOTICE OF ADDITION"), BOTH IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.

*****END OF LEGAL DESCRIPTION*****

SCHEDULE B

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM DESIGNATED ON THE FACE PAGE OF THIS REPORT WOULD BE AS FOLLOWS:

A. GENERAL AND SPECIAL TAXES FOR THE FISCAL YEAR 2019-2020, A LIEN NOT YET DUE OR PAYABLE.

B. GENERAL AND SPECIAL TAXES FOR THE FISCAL YEAR 2018-2019

TOTAL:	\$10,437.81	
FIRST INSTALLMENT:	\$5,218.91	PAID
PENALTY:	\$0.00	
SECOND INSTALLMENT:	\$5,218.90	OPEN
PENALTY:	\$0.00	

ASSESSED VALUATION:	
LAND VALUE:	\$520,200.00
IMPROVEMENTS:	\$337,609.00
EXEMPTION:	\$0.00

CODE AREA:	00013
A. P. NO.:	2348-008-109

C. THE LIEN OF SUPPLEMENTAL TAXES ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE.

1. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
2. ANY EASEMENTS, RECITALS, SETBACKS, NOTATIONS AND OTHER MATTERS AFFECTING SAID LAND FOR THE PURPOSES STATED THEREON, AND INCIDENTAL PURPOSES THEREIN, AS SHOWN ON THE RECORDED MAP REFERENCED IN THE LEGAL DESCRIPTION.
3. A COVENANT AND AGREEMENT WHEREIN THE OWNERS OF SAID LAND AGREE WITH AND PROMISE TO A GOVERNMENTAL AGENCY TO PERFORM AS SET FORTH THEREIN

RECORDED: MAY 1, 2014 AS INSTRUMENT NO. [20140454550](#), OF OFFICIAL RECORDS.

4. A COVENANT AND AGREEMENT WHEREIN THE OWNERS OF SAID LAND AGREE WITH AND PROMISE TO A GOVERNMENTAL AGENCY TO PERFORM AS SET FORTH THEREIN

RECORDED: AUGUST 6, 2014 AS INSTRUMENT NO. [20140816181](#), OF OFFICIAL RECORDS.

5. A COVENANT AND AGREEMENT WHEREIN THE OWNERS OF SAID LAND AGREE WITH AND PROMISE TO A GOVERNMENTAL AGENCY TO PERFORM AS SET FORTH THEREIN

RECORDED: OCTOBER 3, 2014 AS INSTRUMENT NO. [20141051425](#), OF OFFICIAL RECORDS.

6. A COVENANT AND AGREEMENT WHEREIN THE OWNERS OF SAID LAND AGREE WITH AND PROMISE TO A GOVERNMENTAL AGENCY TO PERFORM AS SET FORTH THEREIN

RECORDED: OCTOBER 3, 2014 AS INSTRUMENT NO. [20141051426](#), OF OFFICIAL RECORDS.

7. A COVENANT AND AGREEMENT WHEREIN THE OWNERS OF SAID LAND AGREE WITH AND PROMISE TO A GOVERNMENTAL AGENCY TO PERFORM AS SET FORTH THEREIN

RECORDED: DECEMBER 3, 2014 AS INSTRUMENT NO. [20141303810](#), OF OFFICIAL RECORDS.

8. A COVENANT AND AGREEMENT WHEREIN THE OWNERS OF SAID LAND AGREE WITH AND PROMISE TO A GOVERNMENTAL AGENCY TO PERFORM AS SET FORTH THEREIN

RECORDED: JANUARY 23, 2015 AS INSTRUMENT NO. [20150079928](#), OF OFFICIAL RECORDS.

9. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "LICENSE AND MEMORANDUM OF AGREEMENT" RECORDED FEBRUARY 4, 2015 AS INSTRUMENT NO. [20150127194](#), OF OFFICIAL RECORDS.

10. AN EASEMENT AS SHOWN ON THE MAP OF TRACT NO. [72157](#).

FOR: PUBLIC UTILITY AND INCIDENTAL PURPOSES.

AFFECTS: THAT PORTION OF SAID LAND AS SHOWN ON THE MAP OF SAID TRACT.

11. THE FOLLOWING MATTERS SHOWN OR DISCLOSED BY THE FILED OR RECORDED [MAP](#) REFERRED TO IN THE LEGAL DESCRIPTION: A COMMON ACCESS AND FIRE LANE KNOWN AS EMERY LANE.

12. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, LIENS, CHARGES, TERMS AND PROVISIONS, WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY FIRST MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN, SEXUAL ORIENTATION, MARITAL STATUS, ANCESTRY, SOURCE OF INCOME OR DISABILITY, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES OR SECTION 12955 OF THE CALIFORNIA GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

RECORDED: JUNE 24, 2015 AS INSTRUMENT NO. [20150755406](#), OF OFFICIAL RECORDS.

THE PROVISIONS OF SAID COVENANTS, CONDITIONS AND RESTRICTIONS WERE EXTENDED TO INCLUDE THE HEREIN DESCRIBED LAND BY A DECLARATION OF ANNEXATION RECORDED JULY 14, 2015 AS INSTRUMENT NO. [20150842106](#), OF OFFICIAL RECORDS.

13. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NOTICE OF NON-ADVERSARIAL PRELITIGATION PROCEDURES UNDER CALIFORNIA CIVIL CODE SECTION 912(F)" RECORDED JUNE 24, 2015 AS INSTRUMENT NO. [20150755407](#), OF OFFICIAL RECORDS.

14. A COVENANT AND AGREEMENT WHEREIN THE OWNERS OF SAID LAND AGREE WITH AND PROMISE TO A GOVERNMENTAL AGENCY TO PERFORM AS SET FORTH THEREIN

RECORDED: FEBRUARY 4, 2016 AS INSTRUMENT NO. [20160129236](#), OF OFFICIAL RECORDS.

15. AN EASEMENT FOR PURPOSES STATED AND INCIDENTAL RIGHTS.

FOR: ACCESS, INGRESS, EGRESS, ENCROACHMENT AND FOR OTHER
PURPOSES
RECORDED: FEBRUARY 26, 2016 AS INSTRUMENT NO. [20160212763](#), OF OFFICIAL
RECORDS.

AFFECTS: AS MORE PARTICULARLY DESCRIBED THEREIN.

SAID DOCUMENT, AMONG OTHER THINGS, PROVIDES THAT:

16. **A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS AND ANY OTHER
AMOUNTS OR OBLIGATIONS SECURED THEREBY**

AMOUNT: \$776,200.00
DATED: APRIL 6, 2017
TRUSTOR: ROGER R. STEINBECK AND STANNIS V. STEINBECK, HUSBAND
AND WIFE AS JOINT TENANTS
TRUSTEE: TITLE365 COMPANY, INC.
BENEFICIARY: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
("MERS") (SOLELY AS NOMINEE FOR LENDER) THE LENDER
BEING LAKEVIEW LOAN SERVICING, LLC, A LIMITED LIABILITY
COMPANY
RECORDED: APRIL 13, 2017 AS INSTRUMENT NO. [20170406889](#), OF OFFICIAL
RECORDS.
LOAN NO.: 0064402682

**PLEASE NOTE: IF THIS LOAN IS TO BE PAID AS A SHORT PAY, PLEASE CONTACT
THIS OFFICE FOR ADDITIONAL REQUIREMENTS AT LEAST TEN DAYS PRIOR TO
CLOSING.**

17. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH WOULD BE DISCLOSED BY A CORRECT
ALTA/NSPS SURVEY.

18. ANY DEFECTS, LIENS, ENCUMBRANCES OR OTHER MATTERS WHICH NAME PARTIES WITH THE
SAME OR SIMILAR NAMES AS THE VESTEE(S).

REQUIREMENTS:

19. PRIOR TO THE ISSUANCE OF ANY POLICY OF TITLE INSURANCE, THE COMPANY WILL REQUIRE:
- A. THE RECEIPT AND REVIEW OF THE COMPLETED OWNER'S AFFIDAVIT SUBJECT TO FURTHER REQUIREMENTS OF THIS COMPANY.
 - B. THIS TRANSACTION MAY BE SUBJECT TO A CONFIDENTIAL ORDER ISSUED PURSUANT TO THE BANK SECRECY ACT. THE POLICY ISSUING AGENT MUST BE PROVIDED WITH CERTAIN INFORMATION NECESSARY TO COMPLY WITH THE CONFIDENTIAL ORDER PRIOR TO THE CLOSING. THIS TRANSACTION WILL NOT BE INSURED AND THIS ISSUING AGENT AND/OR ITS UNDERWRITER WILL NOT BE INVOLVED IN THE CLOSING AND SETTLEMENT UNTIL THIS INFORMATION IS SUBMITTED, REVIEWED AND FOUND TO BE COMPLETE.
 - C. THE NAME SEARCH NECESSARY TO ASCERTAIN THE EXISTENCE OF MATTERS REFERRED TO IN ITEM NO. 18 HAS NOT BEEN COMPLETED. IN ORDER TO COMPLETE THIS PRELIMINARY REPORT OR COMMITMENT, WE WILL REQUIRE A STATEMENT OF INFORMATION.

IMPORTANT: PLEASE FORWARD THE STATEMENT OF INFORMATION TO US AS SOON AS POSSIBLE, BUT NO LATER THAN 10 WORKING DAYS BEFORE CLOSING. THIS WILL HELP TO AVOID ANY LAST MINUTE DELAYS WITH YOUR CLOSING AND RECORDING.

*****END OF SCHEDULE B*****

PROGRESSIVE TITLE COMPANY maintains procedural safeguards that comply with federal standards to protect the confidentiality and security of non-public personal information. This statement will serve to establish identity, eliminate matters affecting persons of similar name, protect you against forgeries, and speed the completion of your title and escrow services. **PLEASE BE SURE YOU HAVE FILLED THIS FORM OUT COMPLETELY; INCLUDING SIGNATURES AND DATE. NOT PROVIDING REQUESTED INFORMATION MAY CAUSE A DELAY IN THE CLOSE OF YOUR TRANSACTION. - THANK YOU -**
[FOR ONLINE VERSION OF THIS FORM CLICK HERE](#) [FOR MORE INFORMATION ON THIS FORM CLICK HERE](#)

ESCROW NO. _____ TITLE ORDER: PR1980119
 NAME _____ SOC. SEC. NUMBER _____
 FIRST FULL MIDDLE NAME LAST DRIVER'S LICENSE NUMBER _____
 DATE OF BIRTH _____ BIRTHPLACE _____ HOME PHONE _____

YOUR BUSINESS PHONE _____ YOUR CELL PHONE _____ YOUR FAX _____
 YOUR E-MAIL _____ SPOUSE/DOMESTIC PARTNER E-MAIL _____
 LIVED IN USA SINCE _____ LIVED IN CALIFORNIA SINCE _____

(CIRCLE ONE) NAME OF SPOUSE/
 DOMESTIC PARTNER _____ SOC. SEC. NUMBER _____
 FIRST FULL MIDDLE NAME LAST DRIVER'S LICENSE NUMBER _____
 DATE OF BIRTH _____ BIRTHPLACE _____ PREVIOUS NAME _____

SPOUSE/DOMESTIC PARTNER BUSINESS PHONE _____ CELL PHONE _____ FAX _____
 LIVED IN USA SINCE _____ LIVED IN CALIFORNIA SINCE _____

IF MARRIED, OR IN A DOMESTIC PARTNERSHIP, DATE: _____ AT _____ CITY AND STATE _____

PREVIOUS MARRIAGE(S) OR DOMESTIC PARTNERSHIP(S) (if no previous marriage or domestic partnership, write "NONE"):
 (CIRCLE ONE) NAME OF FORMER SPOUSE/DOMESTIC PARTNER _____ DECEASED _____ DATE _____
 DIVORCED _____ WHERE _____
 (CIRCLE ONE) NAME OF FORMER SPOUSE/DOMESTIC PARTNER _____ DECEASED _____ DATE _____
 DIVORCED _____ WHERE _____
 (ATTACH ADDITIONAL PAGE, IF NECESSARY)

CHILDREN:
 NAME _____ DATE OF BIRTH _____ NAME _____ DATE OF BIRTH _____
 NAME _____ DATE OF BIRTH _____ NAME _____ DATE OF BIRTH _____
 (ATTACH ADDITIONAL PAGE, IF NECESSARY)

INFORMATION COVERING PAST 10 YEARS.

Residence:
 NUMBER AND STREET _____ CITY _____ ZIP CODE _____ FROM _____ TO _____
 NUMBER AND STREET _____ CITY _____ ZIP CODE _____ FROM _____ TO _____
Your Employment:
 NUMBER AND STREET _____ CITY _____ ZIP CODE _____ FROM _____ TO _____
 FIRM NAME AND ADDRESS _____ CITY _____ ZIP CODE _____ FROM _____ TO _____
 FIRM NAME AND ADDRESS _____ CITY _____ ZIP CODE _____ FROM _____ TO _____
 FIRM NAME AND ADDRESS _____ CITY _____ ZIP CODE _____ FROM _____ TO _____
Spouse/Domestic Partner Employment:
 FIRM NAME AND ADDRESS _____ CITY _____ ZIP CODE _____ FROM _____ TO _____
 FIRM NAME AND ADDRESS _____ CITY _____ ZIP CODE _____ FROM _____ TO _____
 FIRM NAME AND ADDRESS _____ CITY _____ ZIP CODE _____ FROM _____ TO _____

HAVE YOU OR YOUR SPOUSE/DOMESTIC PARTNER OWNED OR OPERATED A BUSINESS?
 YES NO IF SO, PLEASE LIST NAMES _____

I HAVE NEVER BEEN ADJUDGED BANKRUPT, NOR ARE THERE ANY UNSATISFIED JUDGMENTS OR OTHER MATTERS PENDING AGAINST ME WHICH MIGHT AFFECT MY TITLE TO THIS PROPERTY EXCEPT AS FOLLOWS:

THE STREET ADDRESS OF THE PROPERTY IN THIS TRANSACTION IS: 12005 EMERY LANE
 The undersigned declare, under penalty of perjury, that the foregoing is true and correct.

Date: _____ X _____
 (SIGNATURE)
 Date: _____ X _____
 (SPOUSE/DOMESTIC PARTNER SIGNATURE)

Owners Affidavit:

In connection with the property located at: 12005 EMERY LANE
VALLEY VILLAGE, CA

The undersigned Owner(s) (if more than one, each jointly and severally) ("OWNER") of the above described Property, makes the following statements, declarations, representations and warranties to PROGRESSIVE TITLE COMPANY ("Company") and to Underwriter:

[] 1. Owner warrants and represents that I/we is/are the owner of the property, that they have no pending court proceedings including but not limited to bankruptcies or unsatisfied judgment(s) of record, or in any court. No State of California, Federal, or any other tax liens filed or taxes assessed against them which may result in liens against the real property involved in this transaction, including notices, citations and violations imposed by the covenants, conditions and restrictions, bylaw and rules and regulations of any homeowners' association.

[] 2. Owner represents that they have not contracted for, ordered, or agreed to the supplying of any labor, materials or construction-related services for construction for improvements on the Property, or for remodeling, renovation, repair or other maintenance or construction of any improvements located on said Property.

[] 3. Owner represents that they know of no claims, encroachments, rights, interests, easements, rights of way, liens, agreements, notices, options, contracts, HOA charges or fees, HOA liens, or other matters affecting the Property, whether verbal, written, unrecorded, or appearing in the public records.

[] 4. Owner represents that they have not leased, permitted or granted to any other person or entity, verbally, in writing or otherwise, any right to use, possess, occupy or inhabit the Property or any part thereof for any purpose, and no other person has or claims any present right to use or possess the Property.

[] 5. Owner understands that Title Company and Underwriter will rely on the statements, declarations, representations and warranties herein to close the transaction of which this affidavit and report referenced herein are material parts, and to issue a policy or policies of title insurance on the Property, and Owner agrees to indemnify and hold Title Company and/or Underwriter harmless from and against any loss or damage either or both may sustain, including, but not limited, to reasonable attorney's fees and all court costs should any of the statements, declarations, representations and warranties herein be incorrect.

EXCEPTIONS: [] There are no exceptions to the above statements

[] The only exceptions to the above statements are:

Date: _____

(SIGNATURE)

(SIGNATURE)

NOTES:

WE DEPOSIT FUNDS RECEIVED ON YOUR BEHALF IN STATE OR FEDERALLY-CHARTERED BANKS THAT ARE INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC"). THE ACCOUNT IS CURRENTLY HELD AT COMERICA BANK.

FDIC DEPOSIT INSURANCE COVERAGE APPLIES TO A MAXIMUM AMOUNT OF \$250,000 PER DEPOSITOR FOR DEPOSITS HELD IN THE SAME LEGAL OWNERSHIP CATEGORY AT EACH BANK. FOR EXAMPLE, FUNDS HELD ON YOUR BEHALF IN AN ACCOUNT MAINTAINED BY US WILL BE COMBINED WITH ANY INDIVIDUAL ACCOUNTS HELD DIRECTLY BY YOU AT THE SAME BANK. YOU ARE RESPONSIBLE FOR MONITORING THE TOTAL AMOUNT OF DEPOSITS THAT ARE OWNED DIRECTLY OR INDIRECTLY BY YOU IN ANY ONE BANK.

IF YOU HAVE QUESTIONS ABOUT FDIC DEPOSIT INSURANCE, CONTACT YOUR FINANCIAL OR LEGAL ADVISORS OR GO TO [HTTP://WWW.FDIC.GOV/DEPOSIT/DEPOSITS/INDEX.HTML](http://www.fdic.gov/deposit/deposits/index.html). WE DO NOT GUARANTEE THE SOLVENCY OF ANY BANK INTO WHICH FUNDS ARE DEPOSITED AND WE ASSUME NO LIABILITY FOR ANY LOSS YOU INCUR DUE TO THE FAILURE, INSOLVENCY OR SUSPENSION OF OPERATIONS OF ANY BANK OR THE \$250,000 FDIC DEPOSIT INSURANCE LIMIT.

UNLESS OTHERWISE AGREED IN WRITING, EACH OF THE PRINCIPALS AGREES, UNDERSTANDS AND ACKNOWLEDGES THAT: THE ESCROW ACCOUNT IS NON-INTEREST-BEARING; NO FINANCIAL OR OTHER BENEFITS WILL BE EARNED BY OR PROVIDED TO ANY OF THE PRINCIPALS WITH RESPECT TO SUCH FUNDS' AND PROGRESSIVE TITLE COMPANY AND ITS AFFILIATES MAY INSTEAD RECEIVE DIRECT AND INDIRECT FINANCIAL AND OTHER BENEFITS FROM THE DEPOSITORY WITH RESPECT TO SUCH FUNDS THESE BENEFITS SHALL BE TREATED AS ADDITIONAL COMPENSATION TO PROGRESSIVE TITLE COMPANY FOR ITS SERVICES AS AN ESCROW HOLDER IN THIS TRANSACTION.

NOTE: IF APPLICABLE, AND UNLESS OTHERWISE DIRECTED IN WRITING, PROGRESSIVE TITLE COMPANY ISSUES THE **ALTA HOME OWNER'S POLICY** ON RESIDENTIAL PROPERTY SALE TRANSACTIONS.

NOTE: THIS COMPANY REQUIRES CURRENT BENEFICIARY DEMANDS PRIOR TO CLOSING. NO PAYOFFS WILL BE MADE USING "VERBAL" FIGURES

NOTE: EFFECTIVE JANUARY 1, 1990, ASSEMBLY BILL 512, ENACTED AS CHAPTER 598, WILL ADD SECTION 12413.1 TO THE CALIFORNIA INSURANCE CODE DEALING WITH THE "GOOD FUNDS" ISSUE. FUNDS DEPOSITED BY:

- CASH AND BY ELECTRONIC TRANSFER (WIRED FUNDS) WILL BE AVAILABLE FOR SAME DAY DISBURSEMENTS.
- CASHIER'S CHECKS, CERTIFIED CHECKS AND TELLER'S CHECKS WILL BE AVAILABLE FOR NEXT DAY DISBURSEMENTS.
- ALL OTHER TYPES OF CHECKS WILL NOT BE AVAILABLE FOR DISBURSEMENT UNTIL THE DAY PROVIDED IN REGULATION CC ADOPTED BY THE FEDERAL RESERVE BOARD OF GOVERNORS.
- A DRAFT WILL NOT BE AVAILABLE FOR DISBURSEMENT UNTIL THE DRAFT HAS BEEN SUBMITTED FOR COLLECTION AND PAYMENT RECEIVED BY OUR BANK.

PLEASE NOTE: THIS COMPANY WILL MAKE DISBURSEMENTS ONLY IN THE SAME MANNER AS WHICH FUNDS ARE RECEIVED. SHOULD THIS COMPANY BE REQUESTED TO MAKE ANY DISBURSEMENTS BY ELECTRONIC TRANSFER (WIRED FUNDS), THIS COMPANY WILL REQUIRE FUNDS TO BE DEPOSITED TO OUR ACCOUNT BY ELECTRONIC TRANSFER.

PROGRESSIVE TITLE COMPANY

801 NORTH BRAND BLVD. SUITE 400
GLENDALE, CA 91203
PHONE: (800) 311-4549

YOUR NO.:
OUR NO.: PR1980119
DATE: JANUARY 16, 2019 AT 7:30 A.M.

ELLA M. CUMMINGS, TITLE OFFICER

LENDERS SUPPLEMENTAL REPORT

THE ABOVE NUMBERED REPORT (INCLUDING ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS HEREBY MODIFIED AND/OR SUPPLEMENTED IN ORDER TO REFLECT THE FOLLOWING ADDITIONAL ITEMS RELATING TO THE ISSUANCE OF AN AMERICAN LAND TITLE ASSOCIATION LOAN FORM POLICY AS FOLLOWS:

THIS REPORT IS PREPARATORY TO THE ISSUANCE OF AN ALTA LOAN POLICY. WE HAVE NO KNOWLEDGE OF ANY FACT WHICH WOULD PRECLUDE THE ISSUANCE OF THE POLICY WITH CLTA ENDORSEMENT FORMS 100 AND 116 ATTACHED.

WHEN ISSUED, THE CLTA ENDORSEMENT FORM 116 WILL REFERENCE A PLANNED UNIT DEVELOPMENT

KNOWN AS

12005 EMERY LANE, (VALLEY VILLAGE AREA), IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

ACCORDING TO THE PUBLIC RECORDS, THERE HAVE BEEN NO DEEDS CONVEYING THE LAND DESCRIBED HEREIN WITHIN A PERIOD OF TWENTY-FOUR (24) MONTHS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS FOLLOWS:

NONE.

FACTS

WHAT DOES PROGRESSIVE TITLE COMPANY DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- payment history and credit card or other debt
- checking account information and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons PROGRESSIVE TITLE COMPANY chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does PROGRESSIVE TITLE COMPANY share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	www.titleresources.com	

Who we are	
Who is providing this notice?	PROGRESSIVE TITLE COMPANY
What we do	
How does PROGRESSIVE TITLE COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does PROGRESSIVE TITLE COMPANY collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ apply for insurance or pay insurance premiums ■ provide your mortgage information or show your driver's license ■ give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ Sharing for affiliates' everyday business purposes—information about your creditworthiness ■ Affiliates from using your information to market to you ■ Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>PROGRESSIVE TITLE COMPANY does not share with nonaffiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ <i>PROGRESSIVE TITLE COMPANY does not share with nonaffiliated financial companies for joint marketing purposes</i>

PROGRESSIVE TITLE COMPANY

Available Discounts

PROGRESSIVE TITLE COMPANY is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts could apply to:

- Property located within an area proclaimed a state or federal disaster area
- Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale
- Property being refinanced

Please talk with your title officer to determine your qualification for any of these discounts.

EXHIBIT B (Revised 11-01-2014)
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (By Policy Type)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990 (Revised 04/08/14)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B PART 1

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2. CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE 2013 / ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE 2013 (Revised 12/02/13)

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS FROM COVERAGE

In addition to the exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) building
 - (b) zoning
 - (c) land use;
 - (d) improvements on the land
 - (e) land division
 - (f) environmental protection.

This exclusion does not limit the coverage described in Covered Risk 8a, 14, 15, 16, 18, 19, 20, 23, or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit coverage described in Covered Risk 14 or 15.
3. The right to take the land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date -- this does not limit the coverage described in Covered Risk 7, 8.e, 25, 26, 27, or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - (a) to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditor's rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

3. ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12/02/13)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorney's fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations.

This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or

- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

4. 2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

5. 2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

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PROOF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: P.O. Box 789, Pacific Palisades, CA 90272

A true and correct copy of the foregoing document entitled (*specify* "DEBTORS' MOTION FOR ORDER: 1) AUTHORIZING SALE OF REAL PROPERTY FREE AND CLEAR OF LIEN ENCUMBRANCES AND INTERESTS; 2) DEEMING BUYER TO BE GOOD FAITH PURCHASER PURSUANT TO 11 U.S. C. §363 (m); 3) AUTHORIZING DISBURSEMENT OF SALE PROCEEDS TO PAY SECURED CLAIMS, COSTS OF SALE, ADMINISTRATIVE FEES, PROPERTY TAXES, PRIORITY CLAIMS, AGENT/BROKER'S COMMISSION AND SALE PROCEEDS; 4) WAIVING THE 14-DAY STAY IMPOSED BY FEDERAL RULES OF BANKRUPTCY PROCEDURE 6004; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF STANNIS STEINBECK, MICHAEL R. TOTARO AND JONATHAN EDWARD LICHTERMAN AND EXHIBITS" will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) February 14, 2019 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) February 14, 2019, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Hon. Victoria Kaufmann, United States Bankruptcy Judge, 21041 Burbank Blvd., Courtroom 301, Woodland Hills, CA 91367

Roger and Stannis Steinbeck, 12005 Emery Lane, Valley Village, CA 91607

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL

(*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

<u>2/14/2019</u>	<u>Michael R. Totaro</u>	<u>/s/ Michael R. Totaro</u>
<i>Date</i>	<i>Printed Name</i>	<i>Signature</i>

1 1. By Nef

- 2 • Russell Clementson russell.clementson@usdoj.gov
3 • Oscar Estrada oestrada@ttc.lacounty.gov
4 • Valerie Smith claims@recoverycorp.com
• Michael R Totaro Ocbkatty@aol.com
• United States Trustee (SV) ustpreion16.wh.ecf@usdoj.gov

5 2. By Mail

6 **318 Whittley Ave. HOA**
7 318 Whittley Ave.
Avalon, CA 90704

8 **American Express Centurion Bank**
9 c/o Becket and Lee LLP
PO Box 3001
10 Malvern PA 19355-0701

11 **Best Egg/SSt**
4315 Pickett Rd.
St. Joseph, MO

12 **Capital One Bank, NA**
13 P.O. Box 30281
Salt Lake City, UT 84130

14 **CashCall, Inc.**
15 C/O WEINSTEIN & RILEY, PS
2001 WESTERN AVENUE, STE 400
16 SEATTLE, WA 98121

17 **Deutsche Bank National Trust Co. Trustee**
c/o Specialized Loan Servicing LLC
8742 Lucent Blvd, Suite 300
18 Highlands Ranch, Colorado 80129

19 **First Electronic Bank**
2150 S. 1300 East #400
20 Salt Lake City, UT 84106

21 **FRANCHISE TAX BOARD**
BANKRUPTCY SECTION MS A340
22 PO BOX 2952
SACRAMENTO CA 95812-2952

23 **Grand Pacific Marbrisa**
P.O. Boc 4068
24 Carlsbad, CA 92018

25 **Internal Revenue Service**
26 Central Insolvency Operations
P.O. Box 7346
27 Philadelphia, PA 19101

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JP Morgan Chase, NA
National Bankruptcy Department
P.O. Box 901032
Fort Worth TX 76101

LoanCare
3637 Sentara Way
Virginia Beach, VA 23452

LOS ANGELES COUNTY TREASURER AND TAX COLLECTOR
PO BOX 54110
LOS ANGELES CA 90054-0110

Regents Bank/Greensky
1787 N. East Expy NE
Brookhaven, GA 30329

Sears/CBNA
P.O. Box 6282
Sioux Falls, SD 57117

Skyline @ Ben Ave. HOA
c/o Cardinal Mgmt Group
P.O. Box 62915
Phoenix, AZ 85082

Specialized Loan Servicing, LLC
8742 Lucent Blvd. #300
Highlands Ranch, CO 80129

SYNCB/Toysrusdc
P.O. Box 965001
Orlando, FL 32896

Synchrony Bank
c/o PRA Receivables Management, LLC
PO Box 41021
Norfolk VA 23541

Systems & Services Technologies, Inc.
4315 Pickett Road
St Joseph, MO 64503

Toyota Motor Credit Corporation
PO Box 9013
Addison, Texas 75001

Wells Fargo Bank, N.A.
PO Box 10438, MAC F8235-02F
Des Moines, IA 50306-0438