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Debtors and Debtors in Possession  
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8 UNITED STATES BANKRUPTCY COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 LOS ANGELES DIVISION

11 In re

12 SHIRLEY ROSALIE NILSSON  
AND KJELL ALFRED B. NILSSON

13 Debtors.  
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Case No. 2:16-bk-20729-VZ

Chapter 11

**MOTION FOR ORDER: (1) AUTHORIZING SALE OF ESTATE'S RIGHT, TITLE AND INTEREST IN REAL PROPERTY LOCATED AT 325-327 AND ½ N. GENESEE AVE., LOS ANGELES, CA 90036, FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS; (2) APPROVING PROPOSED OVERBID PROCEDURES; (3) DETERMINING THAT BUYER IS A GOOD FAITH PURCHASER; (4) AUTHORIZING THE PAYMENT OF COSTS OF SALE; (5) WAIVING THE FOURTEEN (14) DAY STAY PRESCRIBED BY RULE 6004(h) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF SHIRLEY ROSALIE NILSSON, WHIT PROUTY AND DAVID LAZAR IN SUPPORT THEREOF**

**Hearing:**

Date: October 3, 2017

Time: 11:00 a.m.

Place: 255 E. Temple Street

Courtroom 1368

Los Angeles, CA 90012

1           **TO THE HONORABLE VINCENT P. ZURUZOLO, UNITED STATES**  
2           **BANKRUPTCY JUDGE; THE OFFICE OF THE UNITED STATES TRUSTEE; THE**  
3           **DEBTORS' SECURED LENDERS; AND ALL OTHER PARTIES IN INTEREST:**

4           Shirley Rosalie Nilsson and Kjell Alfred Nilsson the Debtors and Debtors in Possession  
5 (the "Debtors") of the bankruptcy estate ("Estate") in the instant case, will and hereby does request  
6 an order authorizing the Debtors to sell the Estate's interest in the residential real property ("Sale")  
7 commonly known as 325-327 and ½ N. Genesee Ave., Los Angeles, CA 90036 ("Property") to  
8 Trevor Abramson and/or assignee ("Proposed Buyer") for \$2,400,000.00, cash, on the terms and  
9 conditions specified in an accepted California Residential Income Property Purchase Agreement  
10 and Joint Escrow Instructions as well as Court Confirmation Addendum, Seller Multiple Counter  
11 Offer No. 1, Buyer Counter Offer No. 1, Addendum, Buyer Counter Offer No.1, Addendum No.  
12 1, Seller Counter Offer No 2, Contingency Removal No. 1, and Contingency Removal No. 2.,  
13 copies of which are attached hereto as Exhibit "A" (collectively, "Sale Agreement"), or  
14 alternatively, to a higher bidder, free and clear of liens and other interests ("Motion").

15           As part of the Motion, the Debtors seek an order approving the sale free and clear of all  
16 liens, claims, and interests, with only certain liens attaching to the sales proceeds in the same  
17 manner and priority as under applicable law. The Property is being sold on an "as is, where is"  
18 basis, with no warranties or representations of any kind. Further, the Debtors seeks an order (i)  
19 approving the Debtors' proposed overbid procedures; (ii) determining that the Proposed Buyer or  
20 any successful overbidder is entitled to § 363(m) protection; (iii) authorizing payment of costs of  
21 sale from escrow, and (iv) waiving the fourteen (14) day stay prescribed by Rule 6004(h) of the  
22 Federal Rules of Bankruptcy Procedure.

23           **PROPOSED OVERBID PROCEDURES**

24           The proposed sale to the Proposed Buyer is subject to approval of the United States  
25 Bankruptcy Court and subject to qualified overbids of any third party. The Debtors' proposed  
26 overbid procedures, which are subject to Court approval, are as follows:

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1           **(1) Introduction.**

2           The Proposed Buyer has offered to purchase the Property for \$2,400,000.00 ("Purchase  
3 Price"), \$73,500.00 of which has been tendered. The purchase of the Property is also subject to  
4 acceptance of certain terms and conditions agreed to by the Proposed Buyer in the Sale  
5 Agreement. The sale is also subject to overbid at the hearing on the Motion. The proposed overbid  
6 procedures ("Overbid Procedures") are as follows:

7           **(2) Intent To Bid And Overbid Amount.**

8           Any party wishing to bid on the Property ("Overbidder") shall advise the Debtors' counsel  
9 of their intent to bid on the Property and the amount of their overbid (which must be at least  
10 \$25,000.00 more than the current selling price of \$2,400,000.00 ("Initial Overbid"), by no later  
11 than 12:00 p.m., PDT, two business days before the sale hearing ("Overbid Deadline"). In their  
12 absolute and sole discretion, the Debtors' shall have the right to approve any Overbidder for  
13 bidding prior to the hearing but after the Overbid Deadline.

14           **(3) Payment Of Deposit.**

15           Any Overbidder shall provide the Debtors with a cashier's check, payable to the  
16 "Bankruptcy Estate of Shirley Rosalie Nilsson and Kjell Alfred B. Nilsson" in the amount of  
17 \$73,500.00 ("Deposit"). The Deposit must be delivered so that it is received by the Debtors'  
18 counsel (whose name and address is set forth on the upper left corner of the first page of this  
19 Motion) by no later than the Overbid Deadline.

20           In the event of any Overbid, the \$73,500.00 deposit from the Proposed Buyer or successful  
21 Overbidder shall serve as the Deposit for the Buyer or any successful Overbidder, with a refund of  
22 such deposit to the party that is not the "Winning Bidder," as such phrase is defined below.

23           **(4) Evidence Of Financial Ability To Perform.**

24           Any Overbidder must provide the Debtors with evidence of the proposed Overbidder's  
25 financial ability to pay the full amount of the Overbid so that such evidence is received by the  
26 Debtors' counsel by no later than the Overbid Deadline.

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1           **(5) Auction.**

2           All parties who have submitted timely bids and otherwise satisfied the foregoing  
3 requirements will be able to participate in an auction to be conducted at the hearing on the Motion.  
4 The Initial Overbid will be in the amount of \$2,425,000.00, and any subsequent overbids will be  
5 in increments of \$10,000.00. If an overbidder or multiple overbidders are qualified to bid on the  
6 property at the sale hearing, the Debtors will request authority to sell the Property to the bidder  
7 who makes the highest Overbid ("Winning Bidder"), and for authority to sell the Property to the  
8 next highest bidder if the Winning Bidder fails to perform ("Back-up Bidder"). The Debtors  
9 reserve the right to determine if any overbid is made on terms and conditions that are better than  
10 the terms and conditions of the Sale Agreement. A failure of any bidder to accept the terms and  
11 conditions of the Sale Agreement may result in a rejection of any overbid.

12           **(6) Tender Of Balance Of Purchase Price.**

13           The Winning Bidder's Deposit shall be applied towards the total purchase price. The  
14 Winning Bidder must tender the balance of the total purchase price to the Debtors upon close of  
15 escrow. To the extent the Proposed Buyer or another Overbidder is not the Winning Bidder, then  
16 that party's Deposit will be refunded by the Debtors.

17           **(7) Agreement To Terms And Overbid Procedures.**

18           Any Overbidder's tender of the Deposit to the Debtors shall serve as that Overbidder's  
19 agreement with these proposed overbid procedures and the terms of sale of the Property discussed  
20 herein.

21           This Motion is made pursuant to § 363(b)(1) and Federal Rules of Bankruptcy Procedure  
22 6004 and 6006 on the grounds that, based on the Debtors sound business justification, the Debtors  
23 believe the sale of the Property as set forth herein is in the best interests of the Estate. After  
24 solicitation of offers for the Property over the last 3 months, the current offer from the Proposed  
25 Buyer is the highest and best offer received to date. Moreover, the Overbid Procedures provide a  
26 process by which the Debtors are able to secure a higher price for the Property.

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1 This Motion is brought in accordance with §§ 363(b)(1) and (f) and Federal Rule of  
2 Bankruptcy Procedure 6004, and is made on the grounds that the sale is supported by a good  
3 business justification and is in the best interests of the Estate.

4 This Motion is based on the attached Memorandum of Points and Authorities, Declarations  
5 of Shirley Rosalie Nilsson, Whit Prouty and David Lazar, all exhibits attached to the declarations  
6 submitted herewith as well as all other admissible evidence properly before the Court and any  
7 arguments and/or testimony to be presented at the hearing on the Motion.

8 **WHEREFORE**, the Debtors respectfully request that the Court enter an order (i)  
9 authorizing the Debtors to sell the Property to the Proposed Buyer or any successful overbidder for  
10 \$2,400,000.00, cash, on the terms and conditions specified in the Sale Agreement; (ii) approving  
11 the Debtors' proposed bidding procedures described herein; (iii) authorizing the sale free and clear  
12 of all liens and other interests pursuant to § 363(f), with the liens of (a) Deutsche Bank National  
13 Trust Company, as Trustee for the Holders of the First Franklin Mortgage Loan Trust 2006-FF5,  
14 Mortgage Pass-Through Certificates, Series 2006-FF5, its assignees and/or successors, by and  
15 through its servicing agent Select Portfolio Servicing, Inc. ("Deutsche Bank"), (b), Grandpoint  
16 Bank, (c) and the Internal Revenue Service attaching to the sale proceeds; (iv) authorizing  
17 Debtors to pay the secured claims of (a) Deutsche Bank, (b) Grandpoint Bank, (c) the Internal  
18 Revenue Service and (d) Midland Funding from the sale proceeds, and (e) all costs of sale  
19 (including but not limited to brokers' commissions including pro-rations, commission charges,  
20 title/taxes/recording charges and escrow charges); (v) authorizing the Debtors to execute any  
21 documents and take all actions necessary or appropriate to effectuate the sale; (vii) finding that the  
22 Proposed Buyers or any successful Overbidder are good faith purchasers as described in § 363(m);  
23 (viii) waiving the fourteen day stay period provided under Rule 6004(h) of the Federal Rules of  
24 Bankruptcy Procedure; (ix) and granting such other relief as the Court deems just and proper.

25 DATED: 9/11/2017

WOOLF & NACHIMSON, LLP

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By:           /s/ Benjamin Nachimson            
Benjamin Nachimson  
Attorneys for Debtors and  
Debtors in Possession

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTION**

4 The Debtors seek an order approving the sale of the Estate's interest in the Property. The  
5 Property consists of real property located at 325-327 and ½ N. Genesee Ave., Los Angeles, CA  
6 90036. The Debtors have retained a broker to market and sell the Property. This Motion to  
7 approve the proposed sale of the Property is a result of such efforts, as will be demonstrated below  
8 and in the Declaration of Whit Prouty ("Prouty Decl."). The Debtors submit that the price obtained  
9 for the Property is its fair market value and that the sale is in the best interests of the creditors of  
10 the Estate. The Debtors believe all prerequisites for approval of the sale under applicable  
11 provisions of the Bankruptcy Code have been satisfied and therefore urge the Court to grant the  
12 Motion.

13 **A. Introductory Facts.**

14 The Debtors filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code  
15 on August 12, 2016.

16 **B. The Subject Property.**

17 The Debtors hold title to a four (4) unit residential unit a single family condominium  
18 located 325-327 and ½ N. Genesee Ave., Los Angeles, CA 90036 ("Property"). The Debtors  
19 occupy one of the four units as their primary residence and have leased the other three units to  
20 tenants.

21 **C. Marketing Efforts.**

22 The Debtors have entered into an agreement with Coldwell Banker ("Agent") to obtain  
23 assistance in selling the Property. The Agent has been actively marketing the Property for over  
24 three months, and placed a sign on the Property on May 16, 2017. Prouty Decl., ¶ 3. Agent listed  
25 the Property in the Multiple Listing Service ("MLS"), MLS #17-231654, on May 16, 2017. The  
26 Property was also professionally photographed and was advertised in color in View Magazine on  
27 June 10, 2017, July 8, 2017 and July 15, 2017. Prouty Decl., ¶ 4. Fourteen (14) potential buyers  
28 have toured the Property. Prouty Decl., ¶ 5. The Agent has also communicated with approximately

1 32 other parties who made inquiries regarding the Property. Prouty Decl., ¶ 5. The Agent received  
2 four (4) formal offers to purchase the Property. The offer which is the subject of this Motion is  
3 the highest offer the agent has received to date. Prouty Decl., ¶ 5

4 **D. The Offer.**

5 On July 28, 2017, Trevor Abramson and/or assignee (the “Buyer”) submitted a Residential  
6 Income Property Purchase Agreement whereby Buyer has agreed to buy and the Debtors agreed to  
7 sell the Property, on the terms and conditions in the Sale Agreement. After extensive negotiation,  
8 the Debtors and the Proposed Buyer have agreed on a final purchase price of \$2,400,000.00. A  
9 true and correct copy of the Sale Agreement is attached to the attached Declaration of Shirley  
10 Rosaline Nilsson as Exhibit “A.”

11 The Buyer provided the Debtors with proof of funds, and has agreed to an initial deposit of  
12 \$73,500,000, which the Debtors have deposited in Old Republic Title. The deposit shall be  
13 refundable only if certain conditions to the sale are not satisfied. The real estate commission is 5%  
14 of the net sales price of the Property, or \$120,000.00 which shall be paid to Debtors’ Agent, to be  
15 split 2.5% (\$60,000.00) to Coldwell Banker, and 2.5% (\$60,000.00) to Lancelot Commercial.

16 **E. The Proposed Sale.**

17 The Debtors have determined that it is in the best interest of the Estate to proceed with the  
18 sale to the Buyer for the sum of \$2,400,000.00 subject to overbid. This Motion seeks approval for  
19 the Debtors to sell the Property on substantially the terms and conditions set forth in the Sale  
20 Agreement. The Sale Agreement reflects the material terms agreed to between the Buyer and the  
21 Debtors. The parties may agree on minor, non-material changes to the Sale Agreement before the  
22 hearing on this Motion.

23 The Motion also seeks an order determining that the Buyer is a good faith purchaser  
24 entitled to the protections of Section 363(m). As discussed more fully below, the Buyer does not  
25 have any connection or relationship with the Debtors.

26 The Debtors propose to essentially distribute the sale proceeds in the following manner,  
27 which will generate net proceeds for the Estate:

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Description	
Sale Price	\$2,400,000.00
Payoff of the Deutsche Bank DOT (estimated through 10/06/2017)	(\$1,240,591.51)
Payoff of the Grandpoint Bank DOT (estimated through 10/06/2017)	(\$98,389.47)
Payoff of IRS Tax Lien (estimated through 10/06/2017)	(\$74,907.23)
Payoff on Abstract of Judgment filed by Midland Funding (estimated through 09/06/2017)	(\$3,914.88)
Brokers' Commissions (5% of net sales price, which shall be paid 2.5%, (\$60,000.00) to the Agent and 2.5% \$60,000.00 to Lancelot Commercial	(\$120,000.00)
Franchise Tax Board –mandatory withholding tax of 3.33% on sale of investment property.	(\$79,920.00)
Title, taxes, recording charges (including City and County Transfer Fees to be paid by the Seller) (Including a	(\$18,076.70)
Security Deposit for Seller Rent Back for 60 days to Buyer	(\$10,000.00)
Escrow charges	(\$3,350.85)
Estimated Net Proceeds available to pay allowed administrative and unsecured claims	\$750,429.36

**F. Compliance with U.S. Trustee Guidelines.**

In compliance with Rule 6004(f)(1), the Debtors will provide a copy of the escrow closing statement to the Office of the United States Trustee within ten (10) days of the close of escrow.

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II.

ARGUMENT.

A. Legal Authority to Approve Sale.

Under Section 363,<sup>1</sup> a Debtor in Possession is empowered to sell assets of the estate “after notice and a hearing.” 11 U.S.C. § 102(1). The standards for approval of a sale pursuant to Section 363(b)(1) require that the proponent of the sale establish that: “(1) a sound business purpose exists for the sale; (2) the sale is in the best interest of the estate, i.e., the sale price is fair and reasonable; (3) notice to creditors was proper; and (4) the sale is made in good faith.” *In re Slates*, 2012 WL 5359489 (Bankr. 9th Cir. Oct. 31, 2012) (unpublished) (citing *In re Wilde Horse Enters., Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1069 (2d Cir. 1983)). As discussed more fully below, the Debtors’ proposed sale of the Property meets each of these requirements.

i. Sound Business Purpose.

The decision to sell property out of the ordinary course of a debtor’s business must be based on the reasonable business judgment of the debtor. *In re Continental Air Lines, Inc.*, 780 F.2d 1223, 1226 (5th Cir. 1986); *In re Lionel Corp.*, 722 F.2d 1063, 1070 (2nd Cir. 1983). In determining whether the business purpose is justified under Section 363(b)(1), bankruptcy courts apply a flexible, case-by-case approach. *See, In re Walter*, 83 B.R. 14, 19 (Bankr. 9th Cir. 1988) (“the bankruptcy judge should consider all salient factors pertaining to the proceeding and, accordingly, act to further the diverse interests of the debtor, creditors and equity holders, alike.”) (quoting *In re Continental Air Lines, Inc.*, 780 F.2d 1223, 1226 (5th Cir. 1986)). The court should approve a sale of property under section 363(b)(1) if the trustee has established a sound business purpose for the proposed transaction. *In re Walter*, 83 B.R. 14, 16 (9th Cir. BAP 1988); *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830 (Bankr. C.D. Cal. 1991). The business judgment standard is deferential. *In re Lahijani*, 325 B.R. 282, 289 (B.A.P. 9th Cir. 2005) (“Ordinarily, the

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<sup>1</sup> In conjunction with 11 U.S.C. § 1107(a).

1 position of the trustee is afforded deference, particularly where business judgment is entailed in  
2 the analysis or where there is no objection.”).

3 The facts reflect that the Debtor’s decision to sell the Property is supported by sound  
4 business judgment because the price is fair and the sale will generate significant cash proceeds for  
5 the Estate. Specifically, the sales price is fair based upon the extensive marketing efforts on the  
6 Property. The sale price of \$2,400,000.00 will net approximately \$750,429.36 to the Estate for  
7 payment of administrative and unsecured claims.

8 **ii. Reasonable Price.**

9 The price is fair, reasonable, and it conforms with the current market of comparable sales.  
10 The Agent has marketed the Property for over three months, and has had several offers. This offer  
11 is the highest received to date.

12 **iii. Notice.**

13 The Debtors must give notice of any sale of property of the estate. 11 U.S.C. § 363(b)(1).  
14 In the instant matter, the Debtors will give notice to the United States Trustee, all known creditors,  
15 and any other prospective buyers. Service of the Motion is proper and constitutes adequate and  
16 reasonable notice. Moreover, notice of the sale will be published on the Website for the U.S.  
17 Bankruptcy Court for the Central District of California.

18 **iv. Sale Made in Good Faith.**

19 “Good faith encompasses fair value, and further speaks to the integrity of the transaction.”  
20 *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 842 (Bankr. C.D. Cal. 1991) (internal quotation  
21 marks omitted). Bad faith includes collusion between buyer and seller or otherwise taking unfair  
22 advantage of other potential purchasers, such as a collusive insider transaction. *Id.*; see also *In re*  
23 *Indus. Valley Refrigeration & Air Conditioning Supplies, Inc.*, 77 B.R. 15, 17 (Bankr. E.D. Pa.  
24 1987).

25 The sale of the Property was negotiated by the Debtors’ Agents at arms’ length. There  
26 were no fraud, collusion, or insider transactions. As a result, the sale is made in good faith.

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1 v. **Sale of the Property Free and Clear of Liens Under 11 U.S.C. Section**  
2 **363(f).**

3 The Debtors seek authority to complete the sale free and clear of all liens, claims, and  
4 interests. Section 363(f) allows a debtor in possession to sell property of the bankruptcy estate  
5 “free and clear of any interest in such property of an entity,” if any one of the following five  
6 conditions is met:

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

11 11 U.S.C. § 363(f)

12 In this case, the Debtors have conducted a title search, which reveals that there are four  
13 liens against the Property. The first is held by The Deutsche Bank in the approximate amount of  
14 \$1,240,591.51. The second is held by Grandpoint Bank in the approximate amount of \$98,389.74.  
15 The third is held by the Internal Revenue Service in the approximate amount of \$74,907.23. The  
16 fourth is an abstract of judgment filed by Midland Funding for the amount of approximately  
17 \$3,914.88. The approximate aggregate value of the three liens is \$1,417,803.09. The sale price of  
18 the Property exceeds the aggregate value of these liens. Therefore, the Debtors seeks approval to  
19 sell the Property free and clear of any interests in the Property pursuant to Section 363(f)(3).

20 As discussed above, the Buyer’s offer of \$2,400,000.00 is a fair and reasonable price.  
21 Further the sale is subject to over-bid. Therefore the proposed sale will realize the full economic  
22 value and represents the highest price available for the Property.

23 **vi. Treatment of Liens.**

24 In this case, the preliminary title report reflects that there are four potential liens against the  
25 Property (collectively, the “Liens”):

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1           **a. The Deutsche Bank DOT.**

2           As to the Deutsche Bank DOT, the proposed sale is authorized under Section 363(b)  
3 because this claim will be paid in full at the close of escrow.

4           **b. The Grandpoint Bank DOT.**

5           As to the Grandpoint Bank DOT, the proposed sale is authorized under Section 363(b)  
6 because this claim will be paid in full at the close of escrow.

7           **c. The Internal Revenue Service.**

8           As to the tax lien of the Internal Revenue Service, the proposed sale is authorized under  
9 Section 363(b) because this claim will be paid in full at the close of escrow.

10          **d. The Midland Funding Abstract of Judgment.**

11          As to the Midland Funding Abstract of Judgment, the proposed sale is authorized under  
12 Section 363(b) because this claim will be paid in full at the close of escrow.

13                   **vii. Waiver of the Fourteen-Day Period for Effectiveness of Sale Order.**

14          Rule 6004(h) provides that “An order authorizing the use, sale, or lease of property other  
15 than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the  
16 court orders otherwise.” FRBP 6004(h). The legislative history to Rule 6004 provides:

17           The court may, in its discretion, order that Rule 6004(g) [now 6004(h)]  
18 is not applicable so that the property may be used, sold, or leased  
19 immediately in accordance with the order entered by the court.  
20 Alternatively, the court may order that the stay under Rule 6004(g)  
21 [now 6004(h)] is for a fixed period less than 10 [now 14] days.

22          Given the notice and full opportunity to object or respond to any issues presented by this  
23 Motion, the Debtors believe that, unless there are objections to the Motion that are not  
24 consensually resolved, it is appropriate and good cause exists for the Court to order that Rule  
25 6004(h) is not applicable, and the Property may be sold immediately. Accordingly, the Debtors  
26 requests that the Court authorize the sale to be effectuated immediately upon entry of the order  
27 approving this Motion.

28                   **viii. Good Faith Purchaser Determination.**

          The proposed Buyers are good faith purchasers entitled to the protections of Section  
363(m). “Though the Bankruptcy Code and Rules do not provide a definition of good faith, courts

1 generally have followed traditional equitable principles in holding that a good faith purchaser is  
2 one who buys ‘in good faith’ and ‘for value.’” *In re Ewell*, 958 F.2d 276, 281 (9th Cir. 1992)  
3 (citing *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143, 147 (3rd Cir. 1986). Lack of  
4 good faith may be shown by “fraud, collusion between the purchaser and other bidders or the  
5 trustee, or an attempt to take grossly unfair advantage of other bidders.” *In re Ewell*, 958 F.2d 276,  
6 281 (9th Cir. 1992). (quoting *In re Suchy*, 786 F.2d 900, 902 (9th Cir. 1985)); *see also In re*  
7 *Indus. Valley Refrigeration & Air Conditioning Supplies, Inc.*, 77 B.R. 15, 17 (Bankr. E.D. Pa.  
8 1987) (good faith requirement “focuses principally on the element of special treatment of the  
9 debtor’s insiders in the sale transaction”).

10 In this case, the proposed sale is not predicated on fraud or collusion, and the sale is not to  
11 an insider, nor have any insiders received any special treatment or consideration. Based upon the  
12 foregoing, the Debtors submit that the Motion satisfies the standards for approval of a sale of the  
13 Property outside of the ordinary course of business pursuant to section 363(b), and good cause  
14 exists to make a finding that the Buyers are purchasing the Property in “good faith” pursuant to  
15 Section 363(m).

16 **ix. Tax Consequences.**

17 It is anticipated that Debtors’ total tax liability for 2017, which includes Capital Gains Tax  
18 from the sale of the property, will be approximately \$439,237.00. *See, Declaration of David Lazar*  
19 ¶ 3.

20 **III.**

21 **CONCLUSION.**

22 Based on the foregoing, the Debtors respectfully request that the Court enter an order that  
23 provides that:

- 24 1. The Motion is granted.
- 25 2. The Debtors is authorized to enter into the Sale Agreement.
- 26 3. The Debtors are authorized to sell the Property outside the ordinary course of  
27 business.

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1 4. The Debtors are authorized to sign all documents necessary to consummate the sale  
2 and close escrow, including, but not limited to, any grant deed and escrow instructions.

3 5. The Debtors are authorized to pay the costs of sale.

4 6. The Debtors are authorized to pay the property taxes pursuant to the demand  
5 submitted to escrow by the Los Angeles County Treasurer and Tax Collector.

6 7. The proceeds from the sale are free and clear of any claims against the Property.

7 8. The Debtors are authorized to pay the Deutsche Bank on account of the Deutsche  
8 Bank Deed of Trust;

9 9. The Debtors are authorized to pay the tax lien of the Internal Revenue Service.

10 10. The Debtors are authorized to pay the commissions of \$120,000.00, which shall be  
11 paid to the Agent as follows: 2.5% (\$60,000.00) to Lancelot Commercial and 2.5% (\$60,000.00)  
12 to Agent

13 11. Trevor Abramson and/or assignee and/or any successful overbidder, are entitled to  
14 the protections set forth in 11 U.S.C. § 363(m) as a good faith purchaser;

15 12. The 14 day stay regarding the effectiveness of the order shall be waived; and

16 13. Such other further relief as the Court may deem just and proper.

17 Date: September 12, 2017 WOOLF & NACHIMSON, LP

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21 By: /s/ Benjamin Nachimson  
Benjamin Nachimson  
22 Attorneys for Debtors and  
Debtors in Possession  
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**DECLARATION OF SHIRLEY ROSALIE NILSSON**

I, Shirely Roalie Nilsson, hereby declare as follows:

1. I am one of the Debtors in this bankruptcy case. The facts asserted in this declaration are of my own personal knowledge. I submit the declaration in support the MOTION FOR ORDER: (1) AUTHORIZING SALE OF ESTATE'S RIGHT, TITLE AND INTEREST IN REAL PROPERTY LOCATED AT 325-327 AND ½ N. GENESEE AVE., LOS ANGELES, CA 90036, FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS; (2) APPROVING PROPOSED OVERBID PROCEDURES; (3) DETERMINING THAT BUYER IS A GOOD FAITH PURCHASER; (4) AUTHORIZING THE PAYMENT OF COSTS OF SALE; (5) WAIVING THE FOURTEEN (14) DAY STAY PRESCRIBED BY RULE 6004(h) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE; (the "Motion"). All terms defined in the Motion but which are not defined in this Declaration shall have the same definitions as contained in the Motion.

2. My husband and I filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on August 12, 2016.

3. My husband and I hold title to a four (4) unit residential unit a single family condominium located 325-327 and ½ N. Genesee Ave., Los Angeles, CA 90036 ("Property"). We occupy one of the four units as their primary residence and have leased the other three units to tenants.

4. On July 28, 2017, Trevor Abramson and/or assignee (the "Buyer") submitted a Residential Income Property Purchase Agreement whereby Buyer has agreed to buy and the Debtors agreed to sell the Property, on the terms and conditions in the Sale Agreement. After extensive negotiation, the Debtors and the Proposed Buyer have agreed on a final purchase price of \$2,400,000.00, A true and correct copy of the California Residential Income Property Purchase Agreement and Joint Escrow Instructions as well as Court Confirmation Addendum, Seller Multiple Counter Offer No. 1, Buyer Counter Offer No. 1, Addendum, Buyer Counter Offer No.1, Addendum No. 1, Seller Counter Offer No 2, and Contingency Removal No. 1, Contingency

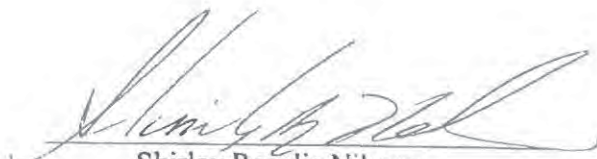
1 Removal No. 2 (collectively, "Sale Agreement"), which constitutes the entire Sale Agreement is  
2 attached hereto as Exhibit "A" and is incorporated herein by this reference.

3 5. To the best of my knowledge, I do not have any connection or relationship with the  
4 Proposed Buyer.

5 6. I believe that it is in the best interest of the Estate to proceed with the sale to the  
6 Proposed Buyers subject to overbid, for the sum of \$2,400,000.00.

7 I declare and verify under penalty of perjury under the laws of the State of California and  
8 the United States that the foregoing is true and correct to the best of my knowledge.

9 Executed this 12 day of September, 2017 at Los Angeles, California.

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13 Shirley Rosalie Nilsson  
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**DECLARATION OF WHIT PROUTY**

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2 I, Whit Prouty, hereby declare as follows:

3 1. I am over eighteen years of age and am a California-licensed real estate salesperson  
4 with Coldwell Banker Residential Brokerage. The facts asserted in this declaration are of my own  
5 personal knowledge. I submit the declaration in support of the MOTION FOR ORDER: (1)  
6 AUTHORIZING SALE OF ESTATE'S RIGHT, TITLE AND INTEREST IN REAL PROPERTY  
7 LOCATED AT 325-327 AND ½ N. GENESEE AVE., LOS ANGELES, CA 90036, FREE AND  
8 CLEAR OF LIENS, CLAIMS, AND INTERESTS; (2) APPROVING PROPOSED OVERBID  
9 PROCEDURES; (3) DETERMINING THAT BUYER IS A GOOD FAITH PURCHASER; (4)  
10 AUTHORIZING THE PAYMENT OF COSTS OF SALE; (5) WAIVING THE FOURTEEN  
11 (14) DAY STAY PRESCRIBED BY RULE 6004(h) OF THE FEDERAL RULES OF  
12 BANKRUPTCY PROCEDURE; (the "Motion"). All terms defined in the Motion but which are  
13 not defined in this Declaration shall have the same definitions as contained in the Motion.

14 2. I have been retained by the Debtors to serve as the bankruptcy estate's broker. The  
15 order approving my employment was entered by this Court on June 26, 2017.

16 3. I have actively marketed the Property, and placed a for sale sign on it on May 16,  
17 2017. I also listed the Property in the Multiple Listing Service ("MLS"), MLS #17-231654 on May  
18 15, 2017.

19 4. I arranged for the Property was also professionally photographed and Property was  
20 advertised in color in View Magazine on June 10, 2017, July 8, 2017 and July 15, 2017.

21 5. Fourteen (14) potential buyers have toured the Property. I have also  
22 communicated with approximately 32 other parties who made inquiries regarding the Property  
23 through telephone calls from signs, internet inquiries, and view advertising calls. I have received  
24 four (4) formal offers to purchase the Property. The offer which is the subject of this Motion is  
25 the highest offer that I have received to date.

26 6. Based upon my research and opinion of value, I believe \$2,400,000.00 represents a  
27 fair value for this Property.

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1 7. Attached hereto as Exhibit "B" is a true and correct copy of the preliminary title  
2 report for the Property.

3 8. The Buyer provided the Debtors with proof of funds, and has agreed to an initial  
4 deposit of \$73,500,000, which has been deposited in Old Republic Title. The deposit shall be  
5 refundable only if certain conditions to the sale are not satisfied. The real estate commission is 5%  
6 of the net sales price of the Property, or \$120,000.00 which shall be paid to Debtors' Agent, to be  
7 split 2.5% (\$60,000.00) to Coldwell Banker, and 2.5% (\$60,000.00) to Lancelot Commercial.

8 I declare and verify under penalty of perjury under the laws of the State of California and  
9 the United States that the foregoing is true and correct to the best of my knowledge.

10 Executed this 11 day of September, 2017 at Los Angeles, California.

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Whit Prouty

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**DECLARATION OF DAVID LAZAR**

I, David Lazar, hereby declare as follows:

1. I am a licensed certified public accountant. I submit the declaration in support the MOTION FOR ORDER: (1) AUTHORIZING SALE OF ESTATE'S RIGHT, TITLE AND INTEREST IN REAL PROPERTY LOCATED AT 325-327 AND ½ N. GENESEE AVE., LOS ANGELES, CA 90036, FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS; (2) APPROVING PROPOSED OVERBID PROCEDURES; (3) DETERMINING THAT BUYER IS A GOOD FAITH PURCHASER; (4) AUTHORIZING THE PAYMENT OF COSTS OF SALE; (5) WAIVING THE FOURTEEN (14) DAY STAY PRESCRIBED BY RULE 6004(h) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE; (the "Motion"). All terms defined in the Motion but which are not defined in this Declaration shall have the same definitions as contained in the Motion.

2. I am a Principal with David A. Lazar, an Accountancy Corporation, dba Lazar and Company, the accountants for the Debtor in the herein Bankruptcy Case. I am over the age of eighteen (18). I have personal knowledge of the facts set forth herein, and if called as a witness, I could and would testify competently with respect thereto. Where facts are alleged upon information and belief, I believe them to be true.

3. The adjusted tax basis for the real property is approximately \$76,806.00. In the event that the Debtors' real property is sold for a purchase price of \$2,400,000.00 and based on reasonable projections of the Debtors' other sources of income for 2017, assuming all other taxable items to remain the same as 2016 and Social Security benefits of \$24,000.00, I estimate that the total tax liability for 2017, which includes Capital Gains Tax from the sale of the property, to be approximately \$439,265.00.

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4. A true and correct copy of a summary of my analysis and federal and California tax projection worksheets are attached as Exhibit "C".

I declare and verify under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge.

Executed this 12 of September, 2017 at Woodland Hills, California.



David A. Lazar

**EXHIBIT "A"**



CALIFORNIA ASSOCIATION OF REALTORS

RESIDENTIAL INCOME PROPERTY PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

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

Date Prepared: July 27, 2017

1. OFFER:

- A. THIS IS AN OFFER FROM Trevor Abramson &/or assignee ("Buyer").
B. THE REAL PROPERTY to be acquired is 325 N Genesee Ave situated in Los Angeles (City), Los Angeles (County), California, 90036-2258 (Zip Code), Assessor's Parcel No. 5527-039-01 ("Property").
C. THE PURCHASE PRICE offered is Two Million, Four Hundred Fifty Thousand Dollars \$ 2,450,000.00
D. CLOSE OF ESCROW shall occur on (date) (or) 60 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 hereby confirmed for this transaction: Listing Agent Coldwell Banker Residential Brokerage (Print Firm Name) is the agent of (check one): the Seller exclusively; or both the Buyer and Seller. Selling Agent Lancelot Commercial (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller.
C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a "Potential Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 73,500.00
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, 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. 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 \$ 1,000,000.00
This loan will be conventional financing or FHA, VA, Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), subject to financing, 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), subject to financing, 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 transaction.

E. ADDITIONAL FINANCING TERMS:

- F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 1,376,500.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

- G. PURCHASE PRICE (TOTAL): \$ 2,450,000.00

Buyer's Initials ( ) ( )

Seller's Initials ( ) ( )

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RESIDENTIAL INCOME PROPERTY PURCHASE AGREEMENT (RIPA PAGE 1 OF 11)



Property Address: 325 N Genesee Ave, Los Angeles, CA 90036-2258

Date: July 27, 2017

- 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  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 19B(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  5 ) 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 19, 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)  **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 Buyer 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.
- (6) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal council regarding the ability of an existing lender to call the loan due, and the consequences thereof.
- 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:**
- |   |   |
|---|---|
| <input type="checkbox"/> Addendum #   | (C.A.R. Form ADM)   |
| <input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO)                       | <input checked="" type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA) |
| <input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) |   |
| <input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)                          | <input type="checkbox"/> Other  |
- B. **BUYER AND SELLER ADVISORIES:**
- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA) |  |
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PA)                        | <input checked="" type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA)                          | <input type="checkbox"/> REO Advisory (C.A.R. Form REO)                                    |
| <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA)   | <input type="checkbox"/> Other   |
6. **OTHER TERMS:** Units that are now vacant or will be vacated during escrow shall be not be rented and shall be delivered vacant at the Close of Escrow. Selling agent shall have the right to credit Selling Agent commission as a reduction in sale price and shall have the right to purchase the property in partnership with the Buyer with that commission and other money.
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  Seller shall pay for a natural hazard zone disclosure report, including tax  environmental  Other: \_\_\_\_\_ prepared by \*MyNHD \$74.95
- (2)  Buyer  Seller shall pay for the following Report Termite Report prepared by \_\_\_\_\_
- (3)  Buyer  Seller shall pay for the following Report \_\_\_\_\_ prepared by \_\_\_\_\_

Buyer's Initials ( TH ) ( \_\_\_\_\_ )  
 RIP A REVISED 12/16 (PAGE 2 OF 11)

Seller's Initials ( JW ) ( SA )



Property Address: 325 N Genesee Ave, Los Angeles, CA 90036-2258

Date: July 27, 2017

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) Buyer [ ] Seller [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.
(2) (i) Buyer [ ] Seller [X] Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
(ii) Buyer [ ] Seller [X] Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
(iii) Buyer shall be provided, within the time specified in paragraph 19A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.
(3) Buyer [ ] Seller [X] Seller shall pay for installation of approved fire extinguisher(s), sprinkler(s), and hose(s), if required by Law, which shall be installed prior to Close Of Escrow. Prior to Close Of Escrow, Seller shall provide Buyer a written statement of compliance, if required by Law.
(4) Buyer [ ] Seller [X] Seller shall pay for installation of drain cover and anti-entrapment device or system for any pool or spa meeting the minimum requirements permitted by the U.S. Consumer Products and Safety Commission.

C. ESCROW AND TITLE:

- (1) (a) Buyer [X] Seller [X] Seller shall pay escrow fee half and half
(b) Escrow Holder shall be Commerce Escrow or comparable priced escrow company nominated by Seller
(c) The Parties shall, within 5 (or ) Days After receipt, sign and return Escrow Holder's general provisions.
(2) (a) Buyer [ ] Seller [X] Seller shall pay for owner's title insurance policy specified in paragraph 18E
(b) Owner's title policy to be issued by Chicago Title - Mike Slinger
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) Buyer [ ] Seller [X] Seller shall pay County transfer tax or fee
(2) Buyer [ ] Seller [X] Seller shall pay City transfer tax or fee
(3) Buyer [ ] Seller [X] Seller shall pay Homeowners' Association ("HOA") transfer fee
(4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
(5) Buyer [ ] Seller [X] Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
(6) Buyer to pay for any HOA certification fee.
(7) Buyer [ ] Seller [ ] Seller shall pay for any private transfer fee
(8) Buyer [ ] Seller [ ] Seller shall pay for
(9) Buyer [ ] Seller [ ] Seller shall pay for
(10) Buyer [ ] Seller [X] Seller shall pay for the cost, not to exceed \$ 1,500.00, of a [ ] standard [X] upgraded one-year home warranty plan, issued by American Home Shield, with the following optional coverages: [X] Air Conditioner [ ] Pool/Spa [X] Other: roof, washer, plumbing, washer and dryer and any appliances
Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR Buyer waives the purchase of a home warranty policy. Nothing in this paragraph precludes Buyer's purchasing a home warranty policy during the term of the Agreement.

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 8B, C or D.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers and security systems/alarms.
(3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller, except (i) and (ii) the items and systems identified pursuant to 8B(4).
(4) LEASED OR LIENED ITEMS AND SYSTEMS: Seller shall, within the time specified in paragraph 19A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 19B and C.
(5) Except as otherwise specified or disclosed, all items included shall be transferred free and clear of liens and encumbrances and without Seller warranty regardless of value.
(6) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 19.
(7) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
(8) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

C. ITEMS EXCLUDED FROM SALE:

D. OTHER ITEMS: Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and application software, permissions, passwords, codes and access information, are [ ] (are NOT) included in the sale.

Buyer's Initials ( TA ) ( )
RIPA REVISED 12/15 (PAGE 3 OF 11)

Seller's Initials ( JMS ) ( SIN )





Property Address: 325 N Genesee Ave, Los Angeles, CA 90036-2258

Date: July 27, 2017

9. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.

10. CLOSING AND POSSESSION:

- A. Buyer intends (or  does not intend) to occupy any unit in the Property as Buyer's primary residence.
- B. Seller-occupied or vacant property: Possession shall be delivered to Buyer: (i)  at 6 PM or (  AM/  PM) on the date of Close Of Escrow; (ii)  no later than \_\_\_ calendar days after Close Of Escrow; or (iii)  at \_\_\_ AM/  PM on \_\_\_\_\_.
- 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 units: Possession and occupancy, subject to the rights of tenants under existing leases, shall be delivered to Buyer on Close Of Escrow.
- E. At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) 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.

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

A. LEAD-BASED PAINT HAZARD DISCLOSURES:

- (1) Seller shall, within the time specified in paragraph 19, deliver to Buyer, if required by Law, Federal Lead-Based Paint Disclosures and pamphlet ("Lead Disclosures"). If the Lead Disclosures are 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, by giving written notice of cancellation to Seller or Seller's agent. (Lead Disclosures sent by mail must be sent certified mail or better.)
- (2) Buyer shall, within the time specified in paragraph 19, return a Signed Copy of the Lead Disclosure to Seller.

B. NATURAL AND ENVIRONMENTAL HAZARDS: Within the time specified in paragraph 19, Seller shall, if required by Law: (i) deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; and (ii) even if exempt from the obligation to provide a NHD, 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; 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 19A, 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 whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).
- (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"). 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 19B(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.

12. RESIDENTIAL 1-4 PROPERTIES:

A. Seller shall, within the time specified in paragraph 19A, 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).

B. 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 Listing Agent, if any, has completed and signed the Listing Broker section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Broker, if any, from the obligation to (i)

Buyer's Initials (            ) (            )

Seller's Initials ( Sub ) ( SA )

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RESIDENTIAL INCOME PROPERTY PURCHASE AGREEMENT (RIPA PAGE 4 OF 11)



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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 Broker.

- C. **Note to Buyer and Seller:** Waiver of Statutory and Lead Disclosures is prohibited by Law.
- D. Within the time specified in paragraph 19A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, within the time specified in paragraph 19A, 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).
- E. Buyer shall, within the time specified in paragraph 19B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
- F. In the event Seller or Listing Broker, 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.**
- G. If any disclosure or notice specified in paragraph 12A, 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, by giving written notice of cancellation to Seller or Seller's agent.

**13. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE: Within the time specified in paragraph 19, Seller shall disclose, make available or Deliver, as applicable, to Buyer the following information.**

- A. **RENTAL/SERVICE AGREEMENTS:** Seller shall make available to Buyer for inspection and review: (i) all current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) a rental statement including names of tenants, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
- B. **INCOME AND EXPENSE STATEMENTS:** Seller shall make available to Buyer the books and records for the Property, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business, and used by Seller in the computation of federal and state income tax returns.
- C.  **TENANT ESTOPPEL CERTIFICATES:** (If checked) Seller shall Deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.
- D. **SURVEY, PLANS, AND ENGINEERING DOCUMENTS:** Seller shall, at no cost to Buyer, Deliver to Buyer Copies of surveys, plans, specifications, and engineering documents, if any, prepared on Seller's behalf or in Seller's possession.
- E. **PERMITS:** If in Seller's possession, Seller shall Deliver to Buyer Copies of all permits and approvals concerning the Property, obtained from any governmental entity, including, but not limited to, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.
- F. **STRUCTURAL MODIFICATIONS:** Seller shall disclose to Buyer in writing any known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.
- G. **SELLER REPRESENTATION:** Seller represents that Seller has no actual knowledge: (i) of any current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) affecting the Property or the right to use and occupy it; (ii) of any unsatisfied mechanic's or materialman lien(s) affecting the Property; and (iii) that any tenant of the Property is the subject of a bankruptcy. If Seller receives any such notice prior to Close Of Escrow, Seller shall immediately notify Buyer.
- H. **GOVERNMENTAL COMPLIANCE:**
  - (1) Seller shall disclose to Buyer any improvements, additions, alterations, or repairs to the Property made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals.
  - (2) Seller shall disclose to Buyer if Seller has actual knowledge of any notice of violations of Law filed or issued against the Property.

**14. SUBSEQUENT DISCLOSURES:** In the event Seller, 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 Deliver 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.**

**15. CHANGES DURING ESCROW:**

- A. Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in paragraph 15B: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
- B. (1) At least 7 (or     ) Days Prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Changes. (2) Within 5 (or     ) Days After receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.

**16. 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 19A; (i) DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, (ii) disclose the number of units on the Property which have been legally approved, if known by Seller and (iii) 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 19B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. **Buyer 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.**

Buyer's Initials (      ) (      )  
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Seller's Initials ( HW ) ( SN )



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**17. 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 19B. Within the time specified in paragraph 19B(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, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect 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) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; (v) review and seek approval of leases that may need to be assumed by Buyer; and (vi) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing required to prepare a Pest Control Report; or (ii) 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 19B, 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 indemnify 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.

**18. TITLE AND VESTING:**

- A. Within the time specified in paragraph 19, 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 19B. 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 19A, 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 Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

**19. 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 5A, 6, 7, 8B(4), 11A, B, C, and F, 12A and D, 13, 16A, and 18A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.
- B. **(1) BUYER HAS: 17 (or 10 ) 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(4) 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 12A.
  - (2) Within the time specified in paragraph 19B(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 19B(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 19A, then Buyer has **5 (or \_\_\_ ) Days** After Delivery of any such items, or the time specified in paragraph 19B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

Buyer's Initials ( TL ) ( \_\_\_\_\_ )

Seller's Initials ( Jub ) ( SN )



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(4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 19B(1) and before Seller cancels, if at all, pursuant to paragraph 19C, 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 19C(1).

**C. 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 the 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 as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B4; (vi) Return Statutory and Lead Disclosures as required by paragraph 11A(2) and 12E; or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 30B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 28. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

**D. 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 19.

**E. 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.

**F. 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.

**G. 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).**

**20. 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.

**21. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.

**22. AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact an attorney, contractor, architect, engineer or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.

Buyer's Initials (      ) (      )

Seller's Initials (   PW   ) (   SA   )



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- 23. **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 16; (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).
- 24. **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.
- 25. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
- 26. **COPIES:** Seller and Buyer each represent that Copies of all reports, documents, certificates, approvals and other documents that are furnished to the other are true, correct and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- 27. **BROKERS:**
  - A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agrees 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.
  - C. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.
- 28. **REPRESENTATIVE CAPACITY:** If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 40 or 41 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 the 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).
- 29. **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, 9, 11C, 18, 19G, 24, 27A, 28, 29, 35, 38, 39, 40, 41 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 27A, or paragraph D of the section titled Real Estate Brokers on page 11 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, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 11 or elsewhere in the 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 11C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

Buyer's Initials ( TL ) ( \_\_\_\_\_ )  
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Seller's Initials ( RL ) ( SN )



Property Address: 325 N Genesee Ave, Los Angeles, CA 90036-2258

Date: July 27, 2017

- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 27A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 27A, 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.

**30. 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. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT 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 TD

Seller's Initials JH SN

**31. 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. Consumer Mediation Center ([www.consumermediation.org](http://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 31C.**

- 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 transactional 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 31C.

**"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 TD

Seller's Initials JH SN

**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.
- (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.

Buyer's Initials ( TD ) ( \_\_\_\_\_ )  
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Seller's Initials ( JH ) ( SN )



**RESIDENTIAL INCOME PROPERTY PURCHASE AGREEMENT (RIPA PAGE 9 OF 11)**

Property Address: 325 N Genesee Ave, Los Angeles, CA 90036-2258

Date: July 27, 2017

(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 the Agreement.

32. 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.

33. 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.

34. 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 attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 31A.

35. ASSIGNMENT: Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. 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 AOOA).

36. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.

37. 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 initialed 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. Buyer has read and acknowledges receipt of a Copy of the offer and agrees 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.

38. 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.

39. 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" or "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 11, 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.

40. 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 Lancelot Commercial, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by 5pm AM/ PM, on July 28, 2017 (date)).

One or more Buyers is signing the 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 7/27/2017 BUYER Trevor Abramson

(Print name) Trevor Abramson & or assigns

Date BUYER

(Print name)

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

Seller's Initials ( JH ) ( SN )



Property Address: 325 N Genesee Ave, Los Angeles, CA 90036-2258

Date: July 27, 2017

**41. 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, and agrees to the above confirmation of agency relationships. 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: JULY 28, 2017

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

Date 7/28/17 SELLER [Signature]  
 (Print name) KJELL NILSSON

Date 7/28/17 SELLER [Signature]  
 (Print name) SHIRLEY NILSSON

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 BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating 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.

Real Estate Broker (Selling Firm) Lancelot Commercial CalBRE Lic. # 01128388  
 By [Signature] CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 By [Signature] CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address 1539 Sawtelle Blvd Ste 18 City Los Angeles State Ca Zip 90025  
 Telephone (310)839-3333 Fax (310)839-3382 E-mail lance@lancelotcommercial.com  
 Real Estate Broker (Listing Firm) Coldwell Banker Residential Brokerage CalBRE Lic. # 01303275  
 By [Signature] Whitney Prouty CalBRE Lic. # \_\_\_\_\_ Date 7/28/2017  
 By \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone (310)777-6302 Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked,  a deposit in the amount of \$ \_\_\_\_\_), counter offer numbers \_\_\_\_\_  Seller's Statement of Information and \_\_\_\_\_, and agrees to act as Escrow Holder subject to paragraph 29 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 \_\_\_\_\_  
 Escrow Holder \_\_\_\_\_ Escrow # \_\_\_\_\_  
 By \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone/Fax/E-mail/ \_\_\_\_\_  
 Escrow Holder has the following license number # \_\_\_\_\_  
 Department of Business Oversight,  Department of Insurance,  Bureau of Real Estate.

**PRESENTATION OF OFFER:** ( \_\_\_\_\_ ) Listing Broker presented this offer to Seller on \_\_\_\_\_ (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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 425 South Virgil Avenue, Los Angeles, California 90020

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Reviewed by \_\_\_\_\_  
 Broker or Designee \_\_\_\_\_



**RESIDENTIAL INCOME PROPERTY PURCHASE AGREEMENT (RIPA PAGE 11 OF 11)**





CALIFORNIA ASSOCIATION OF REALTORS

BUYER'S INSPECTION ADVISORY (C.A.R. Form BIA, Revised 11/14)

Property Address: 325 N Genesee Ave, Los Angeles, CA 90036-2258 ("Property").

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 Trevor Abramson Buyer

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Reviewed by Date



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



CALIFORNIA ASSOCIATION OF REALTORS

COURT CONFIRMATION ADDENDUM

(C.A.R. Form CCA, 11/12)

This is an addendum to the [X] California Residential Purchase Agreement, [ ] Counter Offer No. [ ] Other [ ] ("Agreement"), dated JULY 27, 2017, on property known as 325 N Genesee Ave, Los Angeles, CA 90036-2258 ("Property"), between Trevor Abramson &/or assignee ("Buyer"), and KJELL & SHIRLEY NILSSON ("Seller").

The Agreement is contingent upon court confirmation on or before September 29, 2017 (date). If court confirmation is not obtained by that date, Buyer may cancel the Agreement in writing. Court confirmation may be required in probate, conservatorship, guardianship, receivership, bankruptcy, divorce or other proceedings. The court may allow open, competitive bidding, resulting in the Property being sold to the highest bidder. Broker recommends that Buyer appear at the court confirmation hearing. Buyer understands that (i) Broker and others may continue to market the Property; and (ii) Broker may represent other competitive bidders prior to and at the court confirmation.

By signing below Buyer and Seller acknowledge that each has read, understands, has received a copy of and agrees to the terms of this Court Confirmation Addendum.

Date [ ] Date 7/28/17
Buyer [DocuSigned by: Trevor Abramson] Seller Kjell Nilsson
Trevor Abramson &/or assignee
Buyer [ ] Seller Shirley Nilsson

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Reviewed by [ ] Date [ ]



CCA 11/12 (PAGE 1 OF 1)

COURT CONFIRMATION ADDENDUM (CCA PAGE 1 OF 1)



**SELLER MULTIPLE COUNTER OFFER No. 1**  
(C.A.R. Form SMCO, Revised 12/15)

This is a counter offer to the  Purchase Agreement  Other *Residential Income Property Purchase Agreement (RIPA)* ("Offer")  
 dated *07/27/2017*, on property known as *325 - 327 N. Genesee Ave., Los Angeles, CA 90036* ("Property")  
 between *Trevor Abramson &/or assignee* ("Buyer")  
 and *Kjell Nilsson, Shirley Nilsson* ("Seller").

Date *07/28/2017*

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.
  - 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) *Item 1D: Close of escrow to be within 10 days of court confirmation.* 2) *Item 10B: Seller to remain in possession of their current occupied unit (#327 N Genesee) for a period of 60 days after the close of escrow at no cost to seller. Seller will deliver said unit to buyer vacant on the 61st day after the close of escrow.* 3) *Buyer agrees to name assignee, if any, within 21 days of acceptance.* 4) *Item 7A2: To be removed from this contract.* 5) *Item 7C1: Escrow Company to be seller's choice.* 6) *Item 7C2: Title company to be seller's choice.*
  - D. The following attached addenda are incorporated into this Multiple Counter Offer: Addendum No.

2. **BINDING EFFECT:** Seller is making Multiple Counter Offers to other prospective Buyers on terms that may or may not be the same as in this Multiple Counter Offer. This Multiple Counter Offer does not bind Seller and Buyer unless all of the following occur in the times specified below: Seller signs in paragraph 5, Buyer signs in paragraph 7, Seller signs in paragraph 8, and Buyer receives a copy of the Multiple Counter Offer with all of the signatures (Note: Prior to the completion of all of the foregoing, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property.)
3. **EXPIRATION OF SELLER MULTIPLE COUNTER OFFER:** This Multiple Counter Offer shall be deemed revoked and the deposits, if any, shall be returned to Buyer unless by 5:00PM on the third Day After the date Seller signs in paragraph 5 (if more than one Seller, then the last date) (or by  AM  PM on  (Date)). (i) it is signed in paragraph 7 by Buyer, and (ii) a copy of the Multiple Counter Offer signed by Buyer is personally received by Seller or *Whit Prouty*, who is authorized to receive it;
4. **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 Seller selection of this Multiple Counter Offer.
5. **SELLER MAKES THIS MULTIPLE COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.**

6. **ACCEPTANCE OF SELLER MULTIPLE COUNTER OFFER:** Buyer's acceptance of this Seller Multiple Counter Offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by 5:00PM on the fourth Day After the date Seller signs in paragraph 5 (if more than one Seller, then the last date) (or by  AM  PM on  (Date)) (i) it is signed in paragraph 8 by Seller, and (ii) a copy of this Seller Multiple Counter Offer signed by Seller in paragraph 8 is personally received by Buyer or *Lance Levin* who is authorized to receive it

*Kjell Nilsson* Date *7/28/17*  
*Shirley Nilsson* Date *7/28/17*

7. **ACCEPTANCE:**  Buyer accepts the above Multiple Counter Offer (If checked  SUBJECT TO THE ATTACHED COUNTER OFFER # *Trevor Abramson*) and acknowledges receipt of a Copy *Trevor Abramson &/or assignee* Date *7/30/2017* Time  AM  PM  
 Date Time AM PM  
 55BAD73A1E52412

8. **SELECTION OF ACCEPTED MULTIPLE COUNTER OFFER:** By signing below, Seller accepts this Multiple Counter Offer NOTE TO SELLER Do NOT sign in this box until after Buyer signs in paragraph 7.

*Kjell Nilsson* Date Time AM PM  
*Shirley Nilsson* Date Time AM PM

(        /        /        ) (Initials) Confirmation of Acceptance: A Copy of the Signed Seller Selection was personally received by Buyer or Buyer's authorized agent on (date)        at        AM        PM. A binding Agreement is created when a Copy of the Signed Seller Selection is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document.

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SMCO REVISED 12/15 (PAGE 1 OF 1)

**SELLER MULTIPLE COUNTER OFFER (SMCO PAGE 1 OF 1)**



CALIFORNIA ASSOCIATION OF REALTORS

BUYER COUNTER OFFER No. 1

(C.A.R. Form BCO, 11/14)

Date July 28, 2017

This is a counter offer to the: [X] Seller Counter Offer No. 1, [ ] Seller Multiple Counter Offer No. [ ] or Other [ ] ("Offer"), dated [ ] on property known as 325 N Genesee Ave, Los Angeles, CA 90036-2258 ("Property"), between Trevor Abramson &/or assignee ("Buyer") and Kjell Nilsson, Shirley Nilsson ("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. Item 19B1: Physical contingency shall be 14 days.
2. Item 10B: Seller to remain in possession of their current occupied unit (#327 N. Genessee) for a period of no longer than 45 days after the close of escrow at no cost to seller. Prior to the close, seller shall deposit with Escrow to a security deposit, which shall be dispersed to buyer at the close of Escrow in the amount of \$10,000.
3. Seller shall deliver said unit vacant on the 46th day after close of escrow to buyer will all appliances including but not limited to washer/dryer.
4. Item 7C1 &&C2: Escrow and Title to match the price of Commerce Escrow and Chicago Title.
D. The following attached addenda are incorporated into this Buyer Counter offer: [ ] Addendum No. [ ]

- 2. EXPIRATION: This Buyer 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 3 (if more than one signature then, the last signature date)(or by [ ] AM [ ] PM on [ ] (date)) (i) it is signed in paragraph 4 by Seller and (ii) a copy of the signed Buyer Counter Offer is personally received by Buyer or [ ], who is authorized to receive it.
OR B. If Buyer withdraws it in writing (CAR Form WOO) anytime prior to Acceptance.

3. OFFER: BUYER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.
DocuSigned by: Trevor Abramson
Buyer Trevor Abramson 7/30/2017 Trevor Abramson &/or assignee Date 07/30/2017
Buyer 55BAD73A1E52412 Date

4. ACCEPTANCE: I/WE accept the above Buyer Counter Offer (If checked [X] SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy.
Seller Kjell Nilsson Date 7-31-17 Time 5:30 AM/ [X] PM
Seller Shirley Nilsson Date 7-31-17 Time 5:30 AM/ [X] PM

CONFIRMATION OF ACCEPTANCE:
( [ ] / [ ] ) (Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent as specified in paragraph 2A 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.

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Reviewed by [ ] Date [ ]





CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

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

No. One

The following terms and conditions are hereby incorporated in and made a part of the:  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 July 27, 2017, on property known as 325 N Genesee Ave  
Los Angeles, CA 90036-2258

in which Trevor Abramson &/or assignee is referred to as ("Buyer/Tenant")  
and Kjell Nilsson, Shirley Nilsson is referred to as ("Seller/Landlord").

1. Seller to cooperate with Buyer's 1031 exchange at no cost to seller.

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

Date 7/30/17

Date 7-31-17

Buyer/Tenant Trevor Abramson  
Trevor Abramson &/or assignee

Seller/Landlord Kjell Nilsson  
Kjell Nilsson

Buyer/Tenant \_\_\_\_\_

Seller/Landlord Shirley Nilsson  
Shirley Nilsson

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ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)



CALIFORNIA ASSOCIATION OF REALTORS

SELLER COUNTER OFFER No. 2
May not be used as a multiple counter offer.
(C.A.R. Form SCO, 11/14)

Date July 31, 2017

This is a counter offer to the: Purchase Agreement, X Buyer Counter Offer No. 1, or Other
dated July 28, 2017 on property known as 325 - 327 N. Genesee Ave., Los Angeles, CA 90036
between Trevor Abramson and/or Assignee Kjell Nilsson, Shirley Nilsson
and Kjell Nilsson, Shirley Nilsson

- 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) SELLER TO REMAIN IN POSSESSION OF CURRENT OCCUPIED UNIT #327 FOR 60 DAYS AFTER ESCROW CLOSES AT NO COST TO SELLER. SELLER SHALL DEPOSIT FROM ESCROW PROCEEDS \$10,000 IN SECURITY DEPOSIT, WHICH BUYER WILL DELIVER BACK TO SELLER WITHIN 5 BUSINESS DAYS AFTER SELLER VACATES PROPERTY.
2) SELLER SHALL DELIVER #327 VACANT ON THE 61ST DAY.
3) SELLER TO DELIVER ALL APPLIANCES OWNED BY LANDLORD, EXCEPT WASHERS AND DRYERS FOR UNITS 325 1/2, 327, + 327 1/2, AND REFRIGERATORS FOR 325 1/2 + 327 + 325.
4) DINING ROOM CHANDELIER, KITCHEN CEILING FAN, BOTH BEDROOM CEILING FIXTURES IN # 27 ARE EXCLUDED.
5) ITEM 7C1 + 2 ESCROW TO BE OLD REPUBLIC TITLE ESCROW (SHEILA SHIFFERT AND OLD REPUBLIC TITLE AT THEIR BEST PRICE.

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

- 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 Whit Prouty, 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 Kjell Nilsson Date 7-31-17
Seller Shirley Nilsson Date 7-31-17

5. ACCEPTANCE: I/WE accept the above Seller Counter Offer (If checked SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy.
Buyer Trevor Abramson Date 8/3/2017 Time AM/ PM
Buyer Date Time AM/ PM

CONFIRMATION OF ACCEPTANCE:

(WP) (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) 8/3/2017 at 9:00 AM/ 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)

UDesign Envelope ID: UE96EFS9/UD9-9F64-BF00-B2B0D6463A7

Property Address: 325 N Genesee Ave, Los Angeles, CA 90036-2258 Date: July 27, 2017

41. 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, and agrees to the above confirmation of agency relationships. 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: JULY 28, 2017

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

Date 7/28/17 SELLER Kjell Nilsson  
(Print name) KJELL NILSSON

Date 7/28/17 SELLER Shirley Nilsson  
(Print name) SHIRLEY NILSSON

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

( ) (Initials) (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 BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating 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.

Real Estate Broker (Selling Firm) Lancelot Commercial CalBRE Lic. # 01128388  
By Lance Linn CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
By 6267087906804E5 CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
Address 1539 Sawtelle Blvd Ste 18 City Los Angeles State Ca Zip 90025  
Telephone (310)839-3333 Fax (310)839-3382 E-mail lance@lancelotcommercial.com

Real Estate Broker (Listing Firm) Coldwell Banker Residential Brokerage CalBRE Lic. # 01303275  
By Whitney Prouty CalBRE Lic. # \_\_\_\_\_ Date 7/28/2017  
By \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone (310)777-6302 Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked,  a deposit in the amount of \$ \_\_\_\_\_), counter offer numbers SMCO2, Addendum 2  Seller's Statement of Information and \* BUC 1 + SCC 2, and agrees to act as Escrow Holder subject to paragraph 29 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 \_\_\_\_\_  
Escrow Holder Old Republic Title Escrow # 2412035772-RM1  
By Rosie Madero Date 8/1/17  
Address 101 N Brand Blvd, 14th fl, Glendale, CA 91203  
Phone/Fax/E-mail \_\_\_\_\_

Escrow Holder has the following license number # 257  
 Department of Business Oversight,  Department of Insurance,  Bureau of Real Estate.

**COPY**

PRESENTATION OF OFFER: ( ) Listing Broker presented this offer to Seller on \_\_\_\_\_ (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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RIPA REVISED 12/15 (PAGE 11 OF 11)

Reviewed by \_\_\_\_\_  
Broker or Designee \_\_\_\_\_



RESIDENTIAL INCOME PROPERTY PURCHASE AGREEMENT (RIPA PAGE 11 OF 11)



CALIFORNIA ASSOCIATION OF REALTORS

ADDENDUM

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

No. 8-28-2017

The following terms and conditions are hereby incorporated in and made a part of the: 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), X Other Residential Income Property Purchase Agreement (RIPA) dated July 27, 2017, on property known as 325 - 327 1/2 N. Genesee Ave. Los Angeles, CA 90036

in which Trevor Abramson and/or Assignee is referred to as ("Buyer/Tenant") and Kjell Nilsson, Shirley Nilsson is referred to as ("Seller/Landlord").

- 1) Address is to be re-stated as "325 - 327 1/2 N. Genesee Ave., Los Angeles, CA 90036".
2) Purchase Price is \$2,400,000 (two million, four hundred thousand dollars).

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

Date 9/1/2017

Date 8-31-17

DocuSigned by: Trevor Abramson Trevor Abramson and/or Assignee

Seller/Landlord Kjell Nilsson

Buyer/Tenant

Seller/Landlord Shirley Nilsson

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ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)





CALIFORNIA ASSOCIATION OF REALTORS®

CONTINGENCY REMOVAL No. 2 (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 [X] Other Residential Income Purchase Agreement dated 07/27/2017, on property known as 325 - 327 1/2 N. Genesee Ave., Los Angeles, CA 90036 between Trevor Abramson and/or Assignee and Kjell Nilsson, Shirley Nilsson

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 Trevor Abramson and/or Assignee Date 9/11/2017
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 Kjell Nilsson Date
Seller Shirley Nilsson 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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Reviewed by Date



CR REVISED 6/16 (PAGE 1 OF 1)

CONTINGENCY REMOVAL (CR PAGE 1 OF 1)

**EXHIBIT "B"**



101 North Brand Blvd., 14th Floor  
Glendale, CA 91203  
(818) 247-2917

### PRELIMINARY REPORT

Our Order Number 2612035772-10

Customer Reference NILSSON

Old Republic Title Company  
101 North Brand Blvd., 14th Floor  
Glendale, CA 91203  
Phone: (818) 247-2917  
Fax: (818) 549-4301

When Replying Please Contact:

Anthony Valencia  
title03.la@ortc.com  
Ph:(818)247-2917  
Efax:(818)979-0874

Attention: Rosie Melero

Property Address:

325 - 327 1/2 North Genesee Avenue, Los Angeles, CA 90036

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance 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 and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I 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 Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I 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.

Dated as of July 19, 2017, at 7:30 AM

**OLD REPUBLIC TITLE COMPANY**  
For Exceptions Shown or Referred to, See Attached

Page 1 of 10 Pages

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 2612035772-10

The form of policy of title insurance contemplated by this report is:

Homeowners Policy of Title Insurance - 2013; and ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

Kjell Nilsson and Shirley Nilsson, husband and wife as joint tenants, subject to proceedings pending in U.S. Bankruptcy Court of the Los Angeles District of California, entitled: Shirley Rosalie Nilsson and Kjell Alfred B. Nilsson, Debtor, Case No 2:16-bk-20729-VZ, wherein a petition for relief was filed on August 12, 2016 (Chapter 11)

The land referred to in this Report is situated in the County of Los Angeles, City of Los Angeles, State of California, and is described as follows:

The Northerly 50 feet of Lot 473, of Tract No. 6568, in the City of Los Angeles, in the County of Los Angeles, State of California, as per Map Recorded in Book 72, Page(s) 32 and 33 of Maps, in the Office of the County Recorder of said County.

APN: 5527-039-016

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2017 - 2018, a lien, but not yet due or payable.
2. Taxes and assessments, general and special, for the fiscal year 2016 - 2017, as follows:

Assessor's Parcel No	:	5527-039-016	
Code No.	:	00067	
1st Installment	:	\$1,118.36	Marked Paid
2nd Installment	:	\$1,118.35	Marked Paid
Land Value	:	\$62,318.00	
Imp. Value	:	\$91,311.00	
Exemption	:	7,000.00	
3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 2612035772-10**

4. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : The City of Los Angeles, successor to Los Angeles, Gas & Electric Corp.  
For : Public utilities  
Recorded : in Book 16615 of Official Records, Page 150  
Affects : As described therein
5. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- For : Public utilities  
Recorded : in Book 17139 of Official Records, Page 148  
Affects : As described therein
6. Subsurface Oil and Gas Lease of that portion of said land lying more than 500 feet below the surface (without the right of surface entry), for and upon the terms, covenants and conditions contained or referred to therein,
- Lessor : Harriett Lillard  
Lessee : The Jade Oil Company, a California corporation  
Recorded : July 17, 1960 in Book M-580 of Official Records, Page 98 As Instrument No. 2430
- NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.
7. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,
- Amount : \$855,000.00  
Trustor/Borrower : Kjell Nilsson and Shirley Nilsson, husband and wife as joint tenants  
Trustee : Old Republic Title Company  
Beneficiary/Lender : Mortgage Electronic Registration Systems, Inc., solely as nominee for First Franklin a Division of Nat. City Bank of In., a National association  
Dated : January 25, 2006  
Recorded : February 1, 2006 in Official Records As Instrument No. 06 0237615  
"MIN" : 100425240006394677

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 2612035772-10**

The record beneficial interest under said Deed of Trust as a result of the last recorded assignment thereof is,

Vested In : Deutsche Bank National Trust Company, as Trustee for  
The Holders of The First Franklin Mortgage Loan Trust  
2006-FF5, Mortgage Pass-Through Certificates, Series  
2006-FF5  
By Assignment From : Mortgage Electronic Registration Systems, Inc.  
Dated : June 16, 2011  
Recorded : June 22, 2011 in Official Records As Instrument No.  
20110846999

Substitution of Trustee under said Deed of Trust,

Executed By : Deutsche Bank National Trust Company, as Trustee, in  
Trust for the registered Certificate Holders of First  
Franklin Mortgage Loan Trust 2006-FF5, Mortgage Pass-  
Through Certificates, Series 2006-FF5, by Select  
Portfolio Servicing, Inc., as Attorney-in-fact  
New Trustee : Barrett Daffin Frappier, Treder & Weiss  
Dated : December 16, 2015  
Recorded : December 28, 2015 in Official Records As Instrument  
No. 20151626652  
New Trustee's File No. : 00000005129358

Notice of Default under the terms of said Deed of Trust,

Executed By : Barrett Daffin Frappier Treder & Weiss, LLP as Trustee for  
Beneficiary  
Dated : December 30, 2015  
Recorded : January 4, 2016 in Official Records As Instrument No.  
20160001010  
Trustee's File No.  
or Foreclosure No. : 00000005129358

Notice of Trustee's Sale under said Deed of Trust,

Executed By : Barrett Daffin Frappier Treder & Weiss, LLP as Trustee  
Dated : July 20, 2016  
Recorded : July 22, 2016 in Official Records As Instrument No.  
20160857356  
Trustee's No. : 00000005129358  
Sale Date : August 15, 2016

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 2612035772-10

8. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$60,000.00  
Trustor/Borrower : Kjell A. Nilsson and Shirley Nilsson, husband and wife as joint tenants  
Trustee : Wilshire Escrow Company  
Beneficiary/Lender : Gilmore Bank  
Dated : October 25, 2006  
Recorded : November 2, 2006 in Official Records As Instrument No. 06 2436294  
Loan No. : 11003072

NOTE: Said Deed of Trust appears to secure a Revolving Line or Equity Line of Credit. If this loan is to be paid off and reconveyed through this transaction, the Company will require a written statement from the Beneficiary/Lender that a freeze is in effect on the account, and that the demand for payoff from the Beneficiary/Lender states that a reconveyance will be issued upon payment of the amounts shown therein.

The Beneficiary/Lender may be assisted in freezing this account by receiving a creditline freeze authorization letter signed by the Trustor/Borrower/Seller with the request for payoff demand. A sample copy of a typical such letter is available from the Company upon request.

Modification of Deed of Trust, pertaining to said Deed of Trust executed by Kjell Nilsson, Shirley Nilsson and Gilmore Bank.

Dated : January 24, 2007  
Recorded : January 30, 2007 in Official Records As Instrument No. 20070190305

Modification of Deed of Trust, pertaining to said Deed of Trust executed by Kjell Nilsson, Shirley Nilsson and Gilmore Bank.

Dated : January 28, 2008  
Recorded : February 1, 2008 in Official Records As Instrument No. 20080195895

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 2612035772-10**

9. Certificate of Lien by the Los Angeles County Tax Collector as follows:

Against : Nilsson Kjell  
Last Address : 12329 1/2 Havelock Ave., Culver City, CA 90230  
Year : 2007 - 2008  
Account No. : 47013461  
Amount : \$103.57  
Recorded : December 14, 2007 in Official Records As Instrument No.  
20072753386

10. Certificate of Lien by the Los Angeles County Tax Collector as follows:

Against : Nilsson Kjell  
Last Address : 12329 1/2 Havelock Ave., Culver City, CA 90230  
Year : 2007 - 2008  
Account No. : 47015706  
Amount : \$101.19  
Recorded : December 15, 2008 in Official Records As Instrument No.  
20082198094

11. Certificate of Lien by the Los Angeles County Tax Collector as follows:

Against : Nilsson Kjell  
Last Address : 12329 1/2 Havelock Ave., Culver City, CA 90230  
Year : 2009 - 2010  
Account No. : 47012150  
Amount : \$94.99  
Recorded : December 8, 2009 in Official Records As Instrument No.  
20091851966

12. Certificate of Lien by the Los Angeles County Tax Collector as follows:

Against : Nilsson Kjell  
Last Address : 12329 1/2 Havelock Ave., Culver City, CA 90230  
Year : 2010 - 2011  
Account No. : 47012082  
Amount : \$86.74  
Recorded : December 1, 2010 in Official Records As Instrument No.  
20101745603



OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 2612035772-10**

13. Certificate of Lien by the Los Angeles County Tax Collector as follows:

Against : Nilsson Kjell  
Last Address : 12329 1/2 Havelock Ave., Culver City, CA 90230  
Year : 2011 - 2012  
Account No. : 47010520  
Amount : \$87.10  
Recorded : January 26, 2012 in Official Records As Instrument No.  
20120139086

14. Certificate of Lien by the Los Angeles County Tax Collector as follows:

Against : Nilsson Kjell  
Last Address : 12329 1/2 Havelock Ave., Culver City, CA 90230  
Year : 2012 - 2013  
Account No. : 47009977  
Amount : \$84.88  
Recorded : December 11, 2012 in Official Records As Instrument No.  
20121901953

15. Certificate of Lien by the Los Angeles County Tax Collector as follows:

Against : Nilsson Kjell  
Last Address : 12329 1/2 Havelock Ave., Culver City, CA 90230  
Year : 2013 - 2014  
Account No. : 47009126  
Amount : \$84.72  
Recorded : December 2, 2013 in Official Records As Instrument No.  
20131695269

16. Certificate of Lien by the Los Angeles County Tax Collector as follows:

Against : Nilsson Kjell  
Last Address : 12329 1/2 Havelock Ave., Culver City, CA 90230  
Year : 2014 - 2015  
Account No. : 47008002  
Amount : \$81.14  
Recorded : December 3, 2014 in Official Records As Instrument No.  
20141298492

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 2612035772-10**

17. Notice of Federal Tax Lien as follows:

District : Small Business/Self Employed Area #7  
Serial No : 134560214  
Name of Taxpayer : Kjell A. & Shirley R. Nilsson  
Residence : 327 N. Genesee Ave., Los Angeles, CA 90036-2258  
Amount : \$66,795.77  
Dated : December 11, 2014  
Recorded : December 22, 2014 in Official Records As Instrument No.  
20141388147  
Place of Filing : County Recorder Los Angeles  
Notice Prepared By : Department of the Treasury - Internal Revenue Service  
At : Oakland, CA

18. Certificate of Lien by the Los Angeles County Tax Collector as follows:

Against : Nilsson Kjell  
Last Address : 12329 1/2 Havelock Ave., Culver City, CA 90230  
Year : 2015 - 2016  
Account No. : 47007548  
Amount : \$80.03  
Recorded : December 8, 2015 in Official Records As Instrument No.  
20151535175

19. Certificate of Lien by the Los Angeles County Tax Collector as follows:

Against : Nilsson Kjell  
Last Address : 12329 1/2 Havelock Ave., Culver City, CA 90230  
Year : 2016 - 2017  
Account No. : 47061878  
Amount : \$78.44  
Recorded : December 7, 2016 in Official Records As Instrument No.  
20161544256

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 2612035772-10

20. Abstract of Judgment for the amount herein stated and any other amounts due.

Creditor : Midland Funding LLC  
Debtor : Shirley Nilsson  
Entered : September 27, 2013  
Court : Superior Court of California, County of Los Angeles  
Case No. : 13A10184  
Amount : \$3,914.88  
Dated : October 2, 2013  
Recorded : January 8, 2014 in Official Records As Instrument No.  
20140019410

21. Provisions of the Bankruptcy Reform Act of 1978, as amended, and of the terms, conditions and provisions of any Order which may be entered in the following:

Case No. : 2:16-bk-20729-VZ  
District : Los Angeles  
Debtor : Shirley Rosalie Nilsson and Kjell Alfred B. Nilsson  
Chapter : 11

22. The effect of instruments, proceedings, liens, decrees or other matters which do not specifically describe said land but which, if any do exist, may affect the title or impose liens or encumbrances thereon. The name search necessary to ascertain the existence of such matters has not been completed and, in order to do so, we require a signed Statement of Identity from or on behalf of Kjell Nilsson and Shirley Nilsson.

23. The requirement that this Company be provided with an opportunity to inspect the land. The Company reserves the right to make additional exceptions and/or requirements upon completion of its inspection.

24. The Homeowner's Policy applies only if each insured named in Schedule A is a Natural Person (as Natural Person is defined in said policy). If each insured to be named in Schedule A is not such a Natural Person, contact the Title Department immediately.

----- **Informational Notes** -----

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 & 2.1.

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 2612035772-10**

- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land a multi-family residence known as 325 - 327 1/2 North Genesee Avenue, City of Los Angeles, County of Los Angeles, California 90036.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

NONE

- C. All transactions that close on or after March 1, 2015 will include a \$20.00 minimum recording service fee, plus actual charges required by the County Recorder.

D. **NOTICE: FinCEN COMPLIANCE**

Closing the residential purchase and/or issuing title insurance contemplated by this Preliminary Report may be subject to compliance with the recently issued Geographic Targeting Order (GTO) from the US Treasury's Financial Crimes Enforcement Network (FinCEN) requiring Old Republic National Title Insurance Company to report information about certain transactions involving residential property in the counties of Los Angeles, San Diego, San Francisco, San Mateo and Santa Clara.

FinCEN has the authority to compel this reporting under the USA PATRIOT Act. The reporting requirement only applies to so-called "Covered Transactions." Click on link to view the entire GTO promulgated by FinCEN.

[https://www.fincen.gov/news\\_room/nr/files/Title\\_Ins\\_GTO\\_Sample\\_072716.pdf](https://www.fincen.gov/news_room/nr/files/Title_Ins_GTO_Sample_072716.pdf)

The failure and/or refusal of a party to provide information for a "covered transaction" will preclude Old Republic from closing the transaction and/or issuing title insurance.

Exhibit I

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12/02/13)**  
**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**  
**EXCLUSIONS**

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 those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 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 the 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 are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded 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 creditors' 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.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00

Exhibit I

**AMERICAN LAND TITLE ASSOCIATION  
LOAN POLICY OF TITLE INSURANCE - 2006  
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 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).

**EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART 1, SECTION ONE**

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.



**WHAT DOES OLD REPUBLIC TITLE  
DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	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.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	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 Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title 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. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <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"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>



**Other Important Information**

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

**Affiliates Who May be Delivering This Notice**

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

OFFICE OF THE ASSESSOR  
COUNTY OF LOS ANGELES  
COPYRIGHT © 2002

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2016-03-31 2017-01-09

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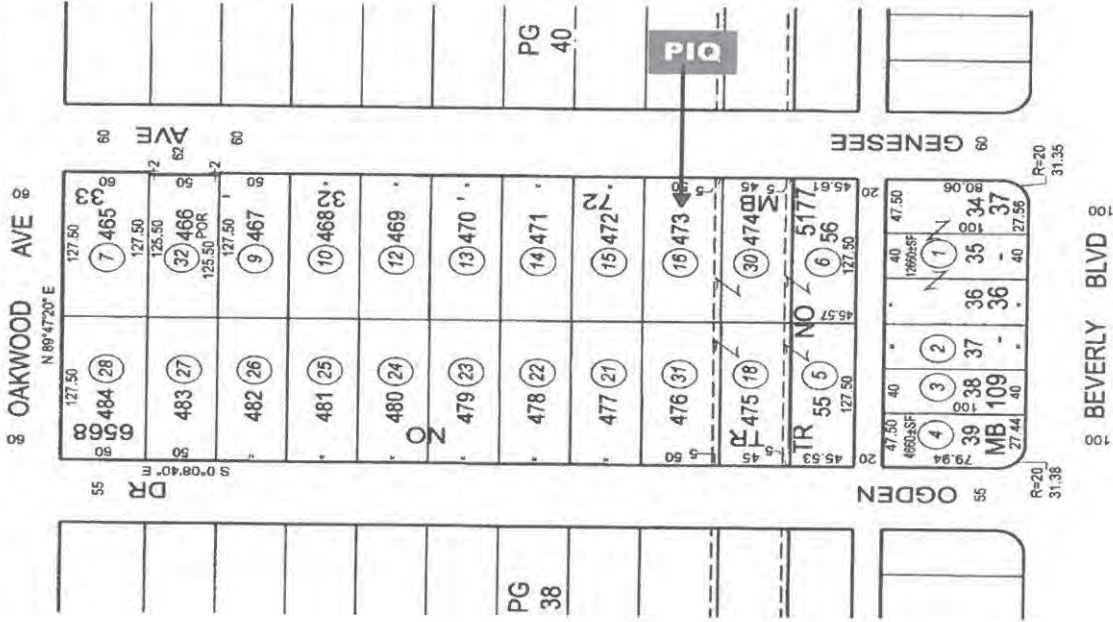
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MAPPING AND GIS  
SERVICES  
SCALE 1" = 100'



Date Printed: 4/12/2016 4:05:37 PM  
Date Saved: 4/12/2016 4:06:34 PM

Notice



101 North Brand Blvd., 14th Floor  
Glendale, CA 91203  
(818) 247-2917 Fax: (818) 549-4393

ATTENTION: ESCROW/LOAN OFFICER

For Your Convenience...

We are enclosing an Exhibit "A" which contains the legal description of the subject property.

We hope that this will assist you in the preparation of the documents for this transaction.

THANK YOU FOR THE OPPORTUNITY TO SERVE!!!!

**ORDER NO. :** 2612035772

## **EXHIBIT A**

The land referred to is situated in the County of Los Angeles, City of Los Angeles, State of California, and is described as follows:

The Northerly 50 feet of Lot 473, of Tract No. 6568, in the City of Los Angeles, in the County of Los Angeles, State of California, as per Map Recorded in Book 72, Page(s) 32 and 33 of Maps, in the Office of the County Recorder of said County.

APN: 5527-039-016

# **EXHIBIT "C"**

Sale Price	2,400,000
Closing Costs 5%	<u>(120,000)</u>
Net Sales Price	2,280,000
1st TD	(1,229,341)
2nd TD	(100,854)
Delinquent Taxes	(71,094)
Legal and Accounting (estimated)	(50,000)
Contingency	<u>(10,000)</u>
Net Proceeds before 2017 tax	818,711
Estimated 2017 tax	<u>(439,237)</u>
Estimated proceeds after Tax	<u><u>379,474</u></u>

<b>[REDACTED]</b>	
Sales	2,400,000
Closing Costs	<u>(120,000)</u>
Net Sales Price	2,280,000
Cost 75%	70,000
Improvements	<u>69,919</u>
	139,919
Less Accumulated Depr.	<u>(63,113)</u>
Adjusted Basis	<u>76,806</u>
Gain	2,203,194
Less exclusion	<u>(500,000)</u>
Taxable Gain	<u><u>1,703,194</u></u>

### PROOF OF 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:  
15300 Ventura Boulevard, Suite 214, Sherman Oaks, CA 91403

A true and correct copy of the foregoing document entitled: **MOTION FOR ORDER: (1) AUTHORIZING SALE OF ESTATE'S RIGHT, TITLE AND INTEREST IN REAL PROPERTY LOCATED AT 325-327 AND 1/2 N. GENESEE AVE., LOS ANGELES, CA 90036, FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS; (2) APPROVING PROPOSED OVERBID PROCEDURES; (3) DETERMINING THAT BUYER IS A GOOD FAITH PURCHASER; (4) AUTHORIZING THE PAYMENT OF COSTS OF SALE; (5) WAIVING THE FOURTEEN (14) DAY STAY PRESCRIBED BY RULE 6004(h) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF SHIRLEY ROSALIE NILSSON. WHIT PROUTYAND DAVID LAZAR IN SUPPORT THEREOF** 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 09/12/2017, 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:

- Nicolino I lezza: [niezza@spiwakandiezza.com](mailto:niezza@spiwakandiezza.com)
- Kelly M Raftery: [bknotice@mccarthyholthus.com](mailto:bknotice@mccarthyholthus.com)
- Oscar Estrada: [oestrada@ttc.lacounty.gov](mailto:oestrada@ttc.lacounty.gov)
- United States Trustee (LA): [ustprejion16.la.ecf@usdoj.gov](mailto:ustprejion16.la.ecf@usdoj.gov)
- Kelly L Morrison: [kelly.l.morrison@usdoj.gov](mailto:kelly.l.morrison@usdoj.gov)

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On September 12, 2017, 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.

Proposed Buyer:

Trevor Abramson  
c/o Lancelot Commercial  
1539 Sawtelle Blvd. Ste. 18  
Los Angeles, CA 90025

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 September 12, 2017, 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.

VIA PERSONAL DELIVERY

Honorable Vincent P. Zurzolo, United States Bankruptcy Court, Central District of California, Edward R. Roybal Federal Building and Courthouse, 255 E. Temple Street, Suite 1360 / Courtroom 1368, Los Angeles, CA 90012

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.

09/12/2017

Alan Kerbajian

Date

Printed Name

  
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

Label Matrix for local noticing  
0973-2  
Case 2:16-bk-20729-VZ  
Central District of California  
Los Angeles  
Tue Sep 12 09:02:49 PDT 2017

Deutsche Bank National Trust Company, as Tru  
c/o McCarthy & Holthus, LLP  
1770 Fourth Avenue  
San Diego, CA 92101-2607

NEF

Employment Development Dept.  
Bankruptcy Group MIC 92E  
P.O. Box 826880  
Sacramento, CA 94280-0001

Franchise Tax Board  
Bankruptcy Section MS: A-340 Duplicate  
P.O. Box 2952  
Sacramento, CA 95812-2952

Internal Revenue Service  
PO Box 7346  
Philadelphia, PA 19101-7346

L.A. County Tax Collector  
Bankruptcy Unit Duplicate  
P.O. Box 54110  
Los Angeles, CA 90054-0110

LOS ANGELES COUNTY TREASURER AND TAX COLLECT  
PO BOX 54110 Duplicate  
LOS ANGELES, CA 90054-0110

Los Angeles City Clerk  
P.O. Box 53200  
Los Angeles, CA 90053-0200

Securities & Exchange Commission  
444 South Flower St., Suite 900  
Los Angeles, CA 90071-2934

Los Angeles Division  
255 East Temple Street,  
Los Angeles, CA 90012-3332

Barret Daffin Frappier Treder & Weiss  
15000 Surveyor Blvd # 500  
Addison, TX 75001-4417

CBNA  
PO Box 6497  
Sioux Falls, SD 57117-6497

Carmax Auto Finance  
12800 Tuckahoe Creek Pkwy  
Richmond, VA 23238-1124

Chase Card  
PO Box 965005  
Orlando, FL 32896- 5005

City of Los Angeles Office of Finance  
Los Angeles City Attorney's Office  
200 N Main St Ste 920  
Los Angeles CA 90012-4128

Convergant Outsourcing  
800 SW 39th St  
Renton, WA 98057- 4975

Credit One Bank  
PO Box 98875  
Las Vegas, NV 89193-8875

Deutsche Bank National Trust Company  
1761 E Saint Andrew Pl  
Santa Ana, CA 92705-4934

Discover Financial Services  
PO Box 1538  
Wilmington, DE 19899-1538

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

Fidelity Creditor Services  
441 N Varney St  
Burbank, CA 91502 - 1733

GE Money Bank  
c/o Patenaude & Felix  
4545 Murphy Canyon Rd Fl 3  
San Diego, CA 92123-4363

Grandpoint Bank  
c/o SPIWAK AND TEZZA, LLP Duplicate  
555 Marin Street, Suite 140  
Thousand Oaks, CA 91360-4103

Grant & Weber  
26610 Agoura Rd  
Calabasas, CA 91302-2975

MCYDSNB  
9111 Duke Blvd  
Mason, OH 45040-8999  
Medicredit  
PO Box 45040-8999

MIDLAND FUNDING LLC  
PO BOX 2011  
WARREN, MI 48090-2011

Maryland Heights, MO 63043-0629  
Midland Funding  
2365 Northside Dr # 30  
San Diego, CA 92108-2709

Medicredit  
PO Box 1629  
Maryland Heights, MO 63043-0629

Midland Funding  
2365 Northside Dr #30  
San Diego, CA 92108-2709

Nilsson Kjell Alfred B  
327 N Genesee Ave  
Los Angeles, CA 90036-2258



(p) PORTFOLIO RECOVERY ASSOCIATES LLC  
PO BOX 41067  
NORFOLK VA 23541-1067

SELECT PORTFOLIO SERVICES MC  
PO Box 965005  
Orlando, FL 32896-5005

Select Portfolio Servicing, Inc.  
Attn: Remittance Processing, P.O. Box 65  
Salt Lake City, UT 84110-0065

Sequoia Financial Services  
28632 Roadside Dr # 11  
Agoura Hills, CA 91301- 6064

Shirley Rosalie Nilsson  
327 N Genesee Ave  
Los Angeles, CA 90036-2258

*Duplicate*  
State of California Franchise Tax Board  
Franchise Tax Board Bankruptcy Section  
PO Box 2952  
Sacramento, CA 95812-2952

Target NB  
PO Box 673  
Minneapolis, MN 55440-0673

United States Trustee (LA)  
915 Wilshire Blvd, Suite 1850  
Los Angeles, CA 90017-3560

*NEF*

Woolf & Nachimson LLP  
15300 Ventura Blvd # 214  
Sherman Oaks, CA 91403-5828

Benjamin Nachimson  
Woolf & Nachimson, LLP  
15300 Ventura Blvd.  
Suite 214  
Sherman Oaks, CA 91403-5828

Kjell Alfred B. Nilsson  
327 N. Genesee Ave.  
Los Angeles, CA 90036-2258

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Portfolio Recovery Associates  
120 Corporate Blvd # 1  
Norfolk, VA 23502-4962

(d) Portfolio Recovery Associates  
120 Corporate Blvd #1  
Norfolk, VA 23502-4962

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) Coldwell Banker Residential Brokerage

(u) Courtesy NEF

(d) Internal Revenue Service  
PO Box 7346  
Philadelphia, PA 19101-7346

d) LOS ANGELES COUNTY TREASURER AND TAX COLLE  
O BOX 54110  
OS ANGELES CA 90054-0110

(u) David A Lazar  
Lazar And Company

(d) Shirley Rosalie Nilsson  
327 N. Genesee Ave.  
Los Angeles, CA 90036-2258

nd of Label Matrix  
ilable recipients 40  
passed recipients 6  
tal 46