

KELLER BENVENUTTI KIM LLP
 101 MONTGOMERY STREET, SUITE 1950
 SAN FRANCISCO, CALIFORNIA 94104

KELLER BENVENUTTI KIM LLP
 TOBIAS S. KELLER (Cal. Bar No. 151445)
 (tkeller@kbbkllp.com)
 DAVID A. TAYLOR (Cal. Bar No. 247433)
 (dtaylor@kbbkllp.com)
 THOMAS B. RUPP (Cal. Bar No. 278041)
 (trupp@kbbkllp.com)
 101 Montgomery Street, Suite 1950
 San Francisco, California 94104
 Telephone: (415) 496-6723
 Facsimile: (650) 636-9251

*Attorneys for the Debtors and
 Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION

In re:

LEFEVER MATTSON, a California
 corporation, *et al.*,¹

Debtors.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**NOTICE OF SALE OF SUBJECT
 PROPERTY LOCATED AT 1045
 BART ROAD, SONOMA, CA 95476**

**(SMALL ASSET SALE – SOCOTRA
 COLLATERAL)**

In re

KS MATTSON PARTNERS, LP,

Debtor.

**LIEN HOLDER: SOCOTRA REIT I
 LLC**

¹ The last four digits of LeFever Mattson's tax identification number are 7537. The last four digits of the tax identification number for KS Mattson Partners, LP ("KSMP") are 5060. KSMP's address for service is c/o Stapleton Group, 514 Via de la Valle, Solana Beach, CA 92075. The address for service on LeFever Mattson and all other Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 9562. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://veritaglobal.net/IM>

1 **PLEASE TAKE NOTICE THAT** pursuant to the *Order Establishing Procedures for*
2 *Real Property Sales (Socotra Collateral)* [Dkt. No. 1381] (the “Socotra Sale Procedures Order”)²
3 entered on May 1, 2025, LeFever Mattson, a California corporation, and certain of its affiliates
4 that are debtors and debtors in possession (the “Debtors”)³ in the above-captioned chapter 11 cases,
propose to sell certain of their real property in accordance with the approved Socotra Sale
Procedures. The proposed sale has the following terms:

5 The address of the property proposed to be sold (the “Subject Property”):

6 1045 Bart Road
7 Sonoma, CA 95476

8 APN: 127-051-059-000

9 The sale price is \$1,100,000.

10 Title holder of the Subject Property: Windscape Apartments, LLC

11 Socotra REIT I LLC (“Socotra”) holds a lien against the Subject Property in the amount of
12 \$722,118. Upon closing of the sale, the sale proceeds will be distributed pursuant to the terms of
13 paragraphs 13 through 17 of the Socotra Sale Procedures Order.⁴ The sale free and clear of the
14 lien is proper pursuant to section 363(f)(3) of the Bankruptcy Code because the net proceeds of
the sale are greater than the aggregate amount of claims secured by the property. The sale is also
proper pursuant to section 363(f)(2) because Socotra has consented to this treatment. Moreover,
the sale is proper pursuant to section 363(f)(5) because the holder of the lien could be compelled
to accept a money satisfaction of its interest.

16 The Subject Property was marketed as follows: Since April 30, 2025, the Subject Property
17 has been listed with Compass California II, Inc. It was listed on the MLS and the brokerage
18 website. The listing recorded 954 views on the MLS and 12,085 views on the brokerage website.
Marketing efforts included an email blast to 935 recipients, of which there were 670 views of the
19 emails. A digital ad campaign showcasing the Subject Property recorded 31,273 impressions and
611 total clicks. Property tours were attended by 30 groups. As a result, 25 non-disclosure
20 agreements were requested, of which 16 were executed, and disclosure materials were provided to
those parties. The Buyer’s offer was determined to be the highest and best and was subsequently
21 accepted.

22
23 ² Capitalized terms not otherwise defined herein shall have the meaning given to them in the
24 Socotra Sale Procedures Order.

25 ³ Unless otherwise indicated, “Debtors” as used herein excludes KSMP and Live Oak
Investments LP.

26 ⁴ The Debtors and Socotra have reached a settlement agreement which has been submitted
27 to the Court for approval pursuant to the *Joint Motion of LFM Debtors, Debtor KSMP and the*
28 *Committee to Approve Entry into and Performance Under the Socotra Settlement Agreement* [Dkt.
No. 2556] (the “Socotra Settlement Motion”). If the Socotra Settlement Motion is granted, the
terms of the Small Asset Sale Order (as defined below) will be amended accordingly.

Proposed Buyer: Michael Kirwan (the “Buyer”)

Known connections to the Debtors: *None known.*

Pursuant to section 363(f) of the Bankruptcy Code, the Debtors may sell the Subject Property free and clear of all liens for the following reason(s): Socotra and the Debtors reached an agreement regarding the treatment of Socotra’s liens, as memorialized in the Socotra Sale Procedures Order, and Socotra will be adequately protected by the availability of the proceeds from the sale of the Subject Property to satisfy its lien.

Broker: Compass California II, Inc.

Known connections to the Debtors: *None known.*

Compensation: 2.5% of Sale Price (\$27,500.00)

Date and Docket Number of Employment Order: March 12, 2025 [Dkt. No. 1040, corrected in Dkt. No. 1238]; April 9, 2025 [Dkt. No. 1253]

The following unexpired leases or executory contracts (the “Leases”) are associated with the Subject Property:

Counter Party	Title	Treatment	Cure Amount (if any) ⁵
Home Tax Service of America, Inc. (dba LeFever Mattson Property Management)	Management Agreement	Reject	N/A

Adequate assurance information: N/A; the Subject Property is vacant.

Title and escrow company: Commonwealth Land Title

Escrow number: 972500122

Closing payments and treatment of liens:

Secured Debt/Interest ⁶	\$722,118
Property Tax	\$62,676
Seller Broker Fees	\$27,500
Buyer Broker Fees	\$27,500
Est. Other Closing Costs	\$3,000

⁵ Cure amount, if any, will be prorated based on the date escrow closes once the closing date is known.

⁶ The amount of the secured obligation will be updated once the Sale is approved and the closing date is set.

Disbursements

\$842,794

Estimated Net Proceeds of Sale: \$257,206

PLEASE TAKE FURTHER NOTICE THAT this Sale Notice shall be served by mail upon (i) the United State Trustee (the “U.S. Trustee”); (ii) counsel to the Committee; (iii) any holders of interests in the Subject Property, including interest holders in the applicable Debtor; (iv) counter-parties to the Leases; and (v) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002 (collectively, the “Notice Parties”).

PLEASE TAKE FURTHER NOTICE THAT any objection to the proposed sale or the assumption and assignment of the Leases or request for hearing (the “Objection”) must be served upon counsel for the Debtors and filed with the Court not more than twenty-one (21) calendar days after service of the Sale Notice unless the Sale Notice specifies a longer period or a shorter period is ordered by the Court (the “Objection Deadline”).

PLEASE TAKE FURTHER NOTICE THAT there shall be no overbids.

PLEASE TAKE FURTHER NOTICE THAT there shall be no stalking horse procedures; however, the Debtors reserve the right to request such procedures should they, in their sole discretion determine that a stalking horse procedure would benefit the estates.

PLEASE TAKE FURTHER NOTICE THAT if the Objection Deadline passes without the filing of an Objection or any such response is withdrawn, the Debtors shall file a declaration attesting that no Objection was filed or served on the Debtors and the Debtors shall submit a proposed order substantially in the form attached hereto as **Exhibit 1** (the “Small Asset Sale Order”). The Debtors may proceed with closing the sale of the Subject Property upon entry of the Small Asset Sale Order.

PLEASE TAKE FURTHER NOTICE THAT if an Objection is filed prior to the Objection Deadline and not withdrawn, the Debtors will set a hearing (the “Sale Hearing”) giving no less than seven (7) days’ notice to (i) the Buyer; (ii) any party that filed an Objection; (iii) and the Notice Parties.

PLEASE TAKE FURTHER NOTICE THAT to the extent that any counterparty to a Lease fails to timely object to the sale of the Subject Property or the assumption and assignment of its Lease to the Buyer, such counterparty is deemed to have consented to the assignment of its Lease to the Buyer.

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1 **PLEASE TAKE FURTHER NOTICE THAT** the sale pursuant to these Socotra Sale
2 Procedures shall be free and clear of liens and encumbrances to the extent provided under the
3 Bankruptcy Code, with any such liens or encumbrances of any kind or nature to attach to the net
4 proceeds of the sale in the order of their priority, with the same validity, force and effect which
5 they had immediately prior to sale as against the Subject Property.

6
7 Dated: October 24, 2025

KELLER BENVENUTTI KIM LLP

By: /s/ Gabrielle L. Albert

Gabrielle L. Albert

*Attorneys for the Debtors and Debtors in
Possession*

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Exhibit 1
(Proposed Sale Order)

KELLER BENVENUTTI KIM LLP
TOBIAS S. KELLER (Cal. Bar No. 151445)
(tkeller@kbbkllp.com)
DAVID A. TAYLOR (Cal. Bar No. 247433)
(dtaylor@kbbkllp.com)
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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION**

In re:

LEFEVER MATTSON, a California
corporation, *et al.*,¹

Debtors.

In re

KS MATTSON PARTNERS, LP,

Debtor.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**[PROPOSED] ORDER APPROVING
ASSET SALE OF THE PROPERTY
LOCATED AT 1045 BART ROAD,
SONOMA, CA 95476**

¹ The last four digits of LeFever Mattson's tax identification number are 7537. The last four digits of the tax identification number for KS Mattson Partners, LP ("KSMP") are 5060. KSMP's address for service is c/o Stapleton Group, 514 Via de la Valle, Solana Beach, CA 92075. The address for service on LeFever Mattson and all other Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 9562. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://veritaglobal.net/LM>.

Upon submission of the Certificate of No Objection regarding the proposed sale (the “Sale”) of the property located at 1045 Bart Road, Sonoma, California 95476 (the “Subject Property”) as contemplated by the Socotra Sale Procedures approved by the *Order Establishing Omnibus Procedures for Real Property Sales (Socotra Collateral)* [Dkt. No. 1381] (the “Socotra Sale Procedures Order”),² filed by the above-captioned debtors and debtors in possession (the “Debtors”); the Court having reviewed the *Notice of Sale of Subject Property Located at 1045 Bart Road, Sonoma, CA 95476* dated October 24, 2025 [Dkt. No. •] (the “Sale Notice”); and the Court having found that (i) the Court has jurisdiction to consider the proposed sale pursuant to 28 U.S.C. §§ 157 and 1334, and the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern District of California (the “Bankruptcy Local Rules”); (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); (iv) the Sale Notice was sufficient under the circumstances; and (v) all Notice Parties have been served with Sale Notice; and after due deliberation the Court having determined that the relief requested in the Sale Notice is in the best interests of the Debtors, their estates, and their creditors; and good and sufficient cause having been shown;

IT IS HEREBY ORDERED THAT:

1. The proposed Sale of the Subject Property located at 1045 Bart Road, Sonoma, California 95476, APN 127-051-059-000, owned by Debtor Windscape Apartments, LLC, to Michael Kirwan (the “Buyer”), pursuant to the terms of the purchase agreement attached hereto as **Exhibit A**, is approved.

2. The Buyer’s offer was the highest and otherwise best offer for the Subject Property.

3. The Sale Notice has been served on all Notice Parties.

4. Pursuant to the Sale Notice and section 363(f) of the Bankruptcy Code, the Sale shall be free and clear of liens, claims and encumbrances to the extent provided under the Bankruptcy Code, with any such liens or encumbrances of any kind or nature to attach to the net

² Capitalized terms not otherwise defined herein shall have the meanings given to them in the Socotra Sale Procedures Order.

proceeds of the sale in the order of their priority, with the same validity, force and effect which they had immediately prior to sale as against the Subject Property.

5. The Debtors shall pay directly from escrow the Closing Costs, any outstanding property taxes applicable to the Debtors, and any other uncontested liens, if any, senior in priority to that of Socotra's lien.

6. At the close of the sale of the Subject Property (the "Closing" and the date on which it is Closed, the "Closing Date"):

a. First, Socotra shall be paid from escrow 81.88% of the of the outstanding principal balance of the loan as of the Petition Date³ secured by the Socotra Property being sold (the "Socotra Outstanding Principal"), with no restrictions on distribution.

b. Second, the Debtors shall be paid from escrow 4% of the sale proceeds net of Closing Costs.

c. Third, the Debtors shall deposit the balance of the sale proceeds (as deposited, the "Escrowed Balances") in a segregated, interest-bearing account at a financial institution mutually agreeable to the Debtors and Socotra (the "Socotra Properties Proceeds Account") in accordance with paragraph 17 of the Socotra Sale Procedures Order. Notwithstanding the foregoing, if the sale proceeds remaining after payment to Socotra and the Debtors pursuant to paragraphs 6(a) and (b) above is less than 125% of the outstanding balance (after payment to Socotra pursuant to paragraph 6(a) above), of Socotra's remaining full asserted loan balance as of the Closing Date (including, but not limited to, principal, interest, fees, etc.) secured by the Subject Property, then the payment to Socotra pursuant to paragraph 6(a) above shall be 100% of the applicable Socotra Outstanding Principal, and the balance of the sale proceeds remaining after such payment to Socotra and the payment to Debtors pursuant to paragraph 6(b) above, shall be held in the Socotra Properties Proceeds Account, subject to paragraphs 15 and 17 of the Socotra Sale Procedures Order.

³ "Petition Date" is defined as the date on which the Debtor/owner of the Subject Property filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code.

7. The Debtors are authorized to fully assume, perform under, consummate and implement the sale agreement and all additional instruments and documents that may be reasonably necessary or desirable to implement the sale, including the purchase and sale agreement and escrow instructions.

8. The Debtors, and any escrow agent upon the Debtors' written instruction, shall pay directly from escrow upon closing (i) all Closing Costs, including but not limited to, the real estate commission of the Brokers and FTI's advisory and transaction fee, subject to paragraph 11 of the *Order Authorizing Employment of FTI Consulting, Inc. as Real Estate Advisors, Effective as of November 12, 2024* [ECF No. 641], costs of sale, and escrow costs and (ii) any outstanding property taxes.

9. This Order shall be effective immediately upon entry, and any stay of orders provided for in Bankruptcy Rules 6004 or 6006 or any other provision of the Bankruptcy Code or Bankruptcy Rules is expressly lifted. The Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order, and may, in their discretion and without further delay, take any action and perform any act authorized under this Order.

10. Nothing contained in the Sale Notice or this Order is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder; or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy, other than those identified in the Sale Notice, between the Debtors and any third party under section 365 of the Bankruptcy Code.

11. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

12. The Debtors are authorized to make non-substantive changes to the documents referenced herein without further order of the Court, including, without limitation, changes to

1 correct typographical and grammatical errors and to make conforming changes among the
2 aforementioned documents prior to their distribution.

3 13. The Court retains exclusive jurisdiction with respect to all matters arising from or
4 related to the implementation, interpretation, and enforcement of this Order.

5 ** END OF ORDER **
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Exhibit A
(Purchase Agreement)



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/24)

Sotheby's
INTERNATIONAL REALTY

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code §§ 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.**

Note: Real estate broker commissions are not set by law and are fully negotiable.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

Signed by:

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Michael Kirwan Michael Kirwan Date June 10, 2025
527AAA509A74476... Date

Agent Sotheby's International Realty - Sonoma DRE Lic. # 00899496
Signed by: Regina Clyde Aaron Kopelman Gina Clyde, Aaron Kopelman DRE Lic. # 01829116, 02014954 Date June 10, 2025
A5910F75477849D... (Salesperson or Broker-Associate, if any)

AD REVISED 12/24 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)



2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (o) "Buyer's agent" means an agent who represents a buyer in a real property transaction. (p) "Buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of § 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. (a) A copy of the disclosure form specified in § 2079.16 shall be provided in a real property transaction as follows: (1) The seller's agent, if any, shall provide the disclosure form to the seller before entering into a listing agreement. (2) The buyer's agent shall provide the disclosure to the buyer as soon as practicable before the execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. (b) The agent providing the disclosure form specified in § 2079.16 shall obtain a signed acknowledgement of receipt from the buyer or seller except as provided in § 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)		
Seller's Agent _____	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)		
Buyer's Brokerage Firm _____	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)		
Buyer's Agent _____	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)		

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. (b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.





CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM RPA, Revised 12/24)

Sotheby's
INTERNATIONAL REALTY

Date Prepared: June 6, 2025

1. OFFER:

- A. THIS IS AN OFFER FROM Michael Kirwan ("Buyer").
 B. THE PROPERTY to be acquired is 1045 Bart Rd, situated in Sonoma (City), Sonoma (County), California, 95476 (Zip Code), Assessor's Parcel No(s). 127-051-059-000 ("Property").
 (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
 C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.
 D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.

2. AGENCY:

- A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
 B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction.
 Seller's Brokerage Firm Compass License Number 01527235
 Is the broker of (check one): ☒ the Seller; or ☐ both the Buyer and Seller (Dual Agent).
 Seller's Agent Mark Stornetta License Number 01440416
 Is (check one): ☒ the Seller's Agent. (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).
 Buyer's Brokerage Firm Sotheby's International Realty - Sonoma License Number 00899496
 Is the broker of (check one): ☒ the Buyer; or ☐ both the Buyer and Seller (Dual Agent).
 Buyer's Agent Gina Clyde, Aaron Kopelman License Number 01829116, 02014954
 Is (check one): ☒ the Buyer's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).
 C. ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
 D. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. **TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	Purchase Price	\$ <u>1,100,000.00</u>	☒ All Cash
B		Close Of Escrow (COE)	☒ <u>3R</u> Days after Acceptance OR on ☐ (date)	
C	33A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or <u>35</u> Days (date), at 5PM or ☐ AM/ ☐ PM	
D(1)	5A(1)	Initial Deposit Amount	\$ <u>33,000.00</u> (<u>3.00</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or <u> </u>) business days after Acceptance by wire transfer OR ☐
D(2)	5A(2)	☐ Increased Deposit	See attached Increased Deposit Addendum (C.A.R. Form IDA)	
E(1)	5C(1)	Loan Amount(s): First Interest Rate Points If FHA or VA checked, Deliver list of lender required repairs	\$ <u> </u> (<u> </u> % of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed <u> </u> % • Buyer to pay up to <u> </u> points to obtain the rate above 17 (or <u> </u>) Days after Acceptance	Conventional or, if checked, ☐ FHA (Forms FVAC/HID attached) ☐ VA (Form FVAC attached) ☐ Seller Financing ☐ Other: <u> </u>
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	\$ <u> </u> (<u> </u> % of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed <u> </u> % • Buyer to pay up to <u> </u> points to obtain rate above	Conventional or, if checked, ☐ Seller Financing ☐ Other: <u> </u>
E(3)	7A	Occupancy Type	Primary, or if checked, ☐ Secondary ☐ Investment	
F	5D	Balance of Down Payment	\$ <u>1,067,000.00</u>	
		PURCHASE PRICE TOTAL	\$ <u>1,100,000.00</u>	

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RPA REVISED 12/24 (PAGE 1 OF 17)

Initial
Buyer's Initials mk /

DS
Seller's Initials BS /



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 1 OF 17)

Sotheby's International Realty - Sonoma, 793 Broadway, Sonoma, CA 95476
 Aaron Kopelman
 Produced with LAR and Transactions (not Form) on 10/24/25
 Phone: (707) 935-2288
 Filed: 10/24/25 Entered: 10/24/25 15:42:08
 Page 10 of 89
 1045 Bart Rd

G SELLER PAYMENT TO COVER BUYER EXPENSES AND COSTS				
G(1)	5E	☐ Seller Credit to Buyer	\$ _____	For closing costs
G(2)		ADDITIONAL SELLER CREDIT TERMS (does not include buyer broker compensation): _____		
G(3)	18A(2), 18A(3)	☒ Seller Payment for Buyer's Obligation to compensate Buyer's Broker Buyer Compensation Affirmation	Seller agrees to pay, out of transaction proceeds, <u>2.500</u> % of the final purchase price AND, if applicable \$ _____ OR, if checked ☐ \$ _____ toward the obligation of Buyer to compensate Buyer's Broker. Buyer affirmatively represents that, at the time this offer is made, Buyer has a written agreement with Buyer's Broker that: (i) is valid; (ii) covers the Property; and (iii) provides for compensation for no less than the amount stated above.	
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
I	Intentionally Left Blank			
J	16	Final Verification of Condition	5 (or _____) Days prior to COE	
K	23	Assignment Request	17 (or _____) Days after Acceptance	
L		CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	☒ No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or ☐ \$ _____	17 (or _____) Days after Acceptance	☒ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	Investigation of Property Informational Access to Property Buyer's right to access the Property for informational purposes is NOT a contingency, does NOT create cancellation rights, and applies even if contingencies are removed.	17 (or _____) Days after Acceptance 17 (or _____) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(8) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8I . ☒ CR-B attached
L(4)	8D	Insurance	17 (or _____) Days after Acceptance	
L(5)	8E, 14A	Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 13A	Preliminary ("Title") Report	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 11L	Common Interest Disclosures Per Civil Code § 4525 or Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 9B(6)	Review of leased or liened items (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9)	8K	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: ☐ C.A.R. Form COP attached		
M		Possession	Time for Performance	Additional Terms
M(1)		Time of Possession	Upon notice of recordation, OR ☐ 6 PM or ☐ AM/ ☐ PM on date specified, as applicable, in 3M(2) or attached TOPA.	
M(2)	7D	Seller Occupied or Vacant units	COE date or, if checked below, ☐ _____ days after COE (29 or fewer days) ☐ _____ days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.
M(3)	4A, 7A	Occupied units by tenants or anyone other than the Seller	☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached	See 7A if TOPA is not attached.
N		Documents/Fees/Compliance	Time for Performance	
N(1)	14A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after Delivery	
N(3)	11L(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	32	Evidence of representative authority	3 Days after Acceptance	
O	Intentionally Left Blank			

Initial
Mk

DS
BS



P		Items Included and Excluded		
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked: ☒ Stove(s), oven(s), stove/oven combo(s); ☒ Refrigerator(s); ☐ Wine Refrigerator(s); ☐ Washer(s); ☐ Dryer(s); ☐ Dishwasher(s); ☐ Microwave(s); Additional Items Included: ☐ _____ ☐ Video doorbell(s); ☐ Security camera equipment; ☐ Security system(s)/alarm(s), other than separate video doorbell and camera equipment; ☐ Smart home control devices; ☐ Wall mounted brackets for video or audio equipment; ☐ _____ ☐ _____ ☐ Above-ground pool(s) / ☐ spa(s); ☒ Bathroom mirrors, unless excluded below; ☐ Electric car charging systems and stations; ☐ Potted trees/shrubs; ☐ _____ ☐ _____		
P(2)		Excluded Items: ☐ _____; ☐ _____; ☐ _____		
Q Allocation of Costs				
	Para #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	10A, 11A	Natural Hazard Zone Disclosure Report, including tax information	☒ Buyer ☐ Seller ☐ Both <u>Paid by buyers agent</u> ☒ Provided by: <u>Property ID</u>	☐ Environmental ☐ Other _____
Q(2)		Optional Wildfire Disclosure Report	☐ Buyer ☐ Seller ☐ Both _____ Provided by: _____	
Q(3)		(A) _____ Report (B) _____ Report	☐ Buyer ☐ Seller ☐ Both _____ ☐ Buyer ☐ Seller ☐ Both _____	
Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	☐ Buyer ☒ Seller ☐ Both _____	
Q(5)	10A 10B(2)	Government Required Point of Sale inspections, reports	☐ Buyer ☐ Seller ☐ Both _____	
Q(6)	10B(2)	Government Required Point of Sale corrective/remedial actions	☐ Buyer ☐ Seller ☐ Both _____	
Q(7)	19B	Escrow Fee	☐ Buyer ☐ Seller ☐ Both _____ Escrow Holder: <u>Common Wealth</u>	☒ Each to pay their own fees
Q(8)	13	Owner's title insurance policy	☒ Buyer ☐ Seller ☐ Both _____ Title Co. (If different from Escrow Holder): _____	
Q(9)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(10)		County transfer tax, fees	☐ Buyer ☒ Seller ☐ Both _____	
Q(11)		City transfer tax, fees	☐ Buyer ☐ Seller ☐ Both _____	
Q(12)	11L(2)	HOA fee for preparing disclosures	Seller	
Q(13)		HOA certification fee	Buyer	
Q(14)		HOA transfer fees	☐ Buyer ☐ Seller ☐ Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(15)		Private transfer fees	Seller, or if checked, ☐ Buyer ☐ Both _____	
Q(16)		_____ fees or costs	☐ Buyer ☐ Seller ☐ Both _____	
Q(17)		_____ fees or costs	☐ Buyer ☐ Seller ☐ Both _____	
Q(18)	10C	Home warranty plan chosen by Buyer. Coverage includes, but is not limited to: _____ _____	☐ Buyer ☐ Seller ☐ Both _____ Issued by: _____ ☒ Buyer waives home warranty plan	If Seller or Both checked, Seller's cost not to exceed \$ _____.
R OTHER TERMS: 1. The close of escrow shall be 7 days after court confirmation and or the waiver of any and all objections. 2. Property to be delivered vacant upon COE				

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- ☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA) (Should be checked whether current tenants will remain or not.)
☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
☐ Manufactured Home Purchase Addendum (C.A.R. Form MH-PA)
☐ Tenancy in Common Purchase Addendum (C.A.R. Form TIC-PA)
☐ Stock Cooperative Purchase Addendum (C.A.R. Form COOP-PA)
☐ Mixed Use Purchase Addendum (C.A.R. Form MU-PA) ☐ Other _____

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- ☐ Addendum # _____ (C.A.R. Form ADM) ☐ Short Sale Addendum (C.A.R. Form SSA)
☐ Back Up Offer Addendum (C.A.R. Form BUO) ☐ Court Confirmation Addendum (C.A.R. Form CCA)
☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA) ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
☒ Other Addenda to the RPA dated 6-10-25 ☐ Other _____

C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- ☒ Buyer's Investigation Advisory (C.A.R. Form BIA) ☒ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
☒ Wire Fraud Advisory (C.A.R. Form WFA) ☒ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
 (Parties may also receive a privacy disclosure from their own Agent.)
☐ Wildfire Disaster Advisory (C.A.R. Form WFDA) ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
☐ Trust Advisory (C.A.R. Form TA) ☐ Short Sale Information and Advisory (C.A.R. Form SSIA)
☐ REO Advisory (C.A.R. Form REO) ☐ Probate Advisory (C.A.R. Form PA)
☐ Other _____ ☐ Other _____

5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.

A. DEPOSIT:

- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in paragraph 3D(1) and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
 (2) **RETENTION OF DEPOSIT:** Paragraph 26, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.

B. ALL CASH OFFER: If an all cash offer is specified in paragraph 3A, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in paragraph 3H(1), Deliver written verification of funds sufficient for the purchase price and closing costs.

C. LOAN(S):

- (1) **FIRST LOAN:** This loan will provide for conventional financing UNLESS FHA, VA, Seller Financing (C.A.R. Form SFA), or Other is checked in paragraph 3E(1).
 (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in paragraph 3E(2), that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), or Other is checked in paragraph 3E(2).
 (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of paragraph 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
 (4) **FHA/VA:** If FHA or VA is checked in paragraph 3E(1), a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in paragraph 3E(1), Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer as specified in paragraph 3G(1) or Otherwise Agreed, 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 any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller 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. ADDITIONAL FINANCING TERMS:

- A. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs, within the time specified in paragraph 3H(2) may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B.
 B. **VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in paragraph 3H(3) 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 3E. If any loan specified in paragraph 3E is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.
 C. **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 specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (paragraph 3B) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.



7. CLOSING AND POSSESSION:

- A. **OCCUPANCY:** If Buyer intends to occupy as a primary or secondary residence (see **paragraph 3E(3)**), and unless Otherwise Agreed, such as in C.A.R. Form TOPA: (i) the unit Buyer intends to occupy shall be vacant at the time possession is delivered to Buyer, and (ii) if the Property contains more than one unit, within **3 Days** after Acceptance Buyer shall give Seller written notice of which unit Buyer intends to occupy. Occupancy may impact available financing. **Seller shall disclose to Buyer if occupied by tenants or persons other than Seller, and attach C.A.R. Form TOPA in a counter offer if not part of Buyer's offer.**
- B. **CONDITION OF PROPERTY ON CLOSING:**
Unless Otherwise Agreed: (i) the Property shall be delivered "**As-Is**" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; (iii) Except as specified in **paragraph 9C**, Seller is not responsible to repair any holes left after the removal of any wall hangings (such as pictures and mirrors), brackets, nails or other fastening devices; and (iv) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
- C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents 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 all required permits issued and/or finalized.**
- D. **SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW:** If Seller has the right to remain in possession after Close Of Escrow pursuant to **paragraph 3M(2)** or as Otherwise Agreed: The Parties are advised to (i) consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (ii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties. Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- 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. Agents cannot and will not determine the assignability of any warranties.
- F. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

A. **LOAN(S):**

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR-B form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **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 and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**
- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Insurance contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Insurance contingency but not the loan contingency.
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
- (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. **APPRAISAL:**

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR-B form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
- (3) ☒ Fair Appraisal Act: See **paragraph 29** for additional information.

- C. **INVESTIGATION OF PROPERTY:** This Agreement is, as specified in **paragraph 3L(3)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property. See **paragraph 12**.
- D. **INSURANCE:** This Agreement is, as specified in **paragraph 3L(4)**, contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.
- E. **REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's review and approval of Seller's documents required in **paragraph 14A**.

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F. TITLE:

- (1) This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 13G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

G. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE):** This Agreement is, as specified in **paragraph 3L(7)**, contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11L** ("CI Disclosures").

H. **BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY:** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(6)**, is, as specified in **paragraph 3L(8)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(8)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or lienied items.

I. **REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER:** Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**

J. **REMOVAL OF CONTINGENCY OR CANCELLATION:**

- (1) For any contingency specified in **paragraph 3L, 8, or elsewhere**, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
- (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after Delivery of Seller Documents or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
- (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

K. **SALE OF BUYER'S PROPERTY:** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(9)**.

9. **ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**

A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the home and are not intended to affect the price. All items are transferred without Seller warranty.

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 and appliances for which special openings or encasements have been made (whether or not checked in **paragraph 3P**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window) and any associated hardware and rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in **paragraph 3P, if currently existing at the time of Acceptance.**

Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager or other third party, the item should be listed as being excluded in **paragraph 3P(2)** or excluded by Seller in a counter offer.

- (3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in **paragraph 3P**, all such items are included in the sale, whether hard wired or not.
- (4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
- (5) Non-Dedicated Devices: If checked in **paragraph 3P**, all smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features.
- (6) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.

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Date: **June 6, 2025**

- (7) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(6)**, and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.

C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in **paragraph 3P(2)**; (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. **Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.**

10. ALLOCATION OF COSTS:

A. INSPECTIONS, REPORTS, TESTS AND CERTIFICATES: Paragraphs 3Q(1), (2), (3), and (5) only determines who is to pay for the inspection, report, test, certificate or service mentioned; **it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3R, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).** Any reports in these paragraphs shall be Delivered in the time specified in **paragraph 3N(1).**

B. GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:

- (1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in **paragraph 3N(4)** and paid by the Party specified in **paragraph 3Q(4)**. If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.

(2) **POINT OF SALE REQUIREMENTS:**

- (A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law and paid by the Party specified in **paragraphs 3Q(5) and 3Q(6)** and any such repair, shall be completed prior to final verification of Property, unless Otherwise Agreed. Defensible space compliance shall be determined as agreed in C.A.R. Form FHDS. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.

- (B) Buyer shall be provided, within the time specified in **paragraph 3N(1)**, unless Parties Otherwise Agree to another time period, 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) **REINSPECTION FEES:** If any repair in **paragraph 10B(1)** is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.

- (4) **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.

C. HOME WARRANTY:

- (1) Buyer shall choose the home warranty plan and any optional coverages. Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in **paragraph 3Q(18)**. Buyer is informed that home warranty plans have many optional coverages, including but not limited to, coverages for Air Conditioner and Pool/Spa. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer and their cost.
- (2) **If Buyer waives the purchase of a home warranty plan in paragraph 3Q(18), Buyer may still purchase a home warranty plan, at Buyer's expense, prior to Close Of Escrow.**

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

A. TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:

- (1) Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 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 (C.A.R. Form 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), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).
- (2) The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's Information section (Section II) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Agent.
- (3) Seller shall, within the time specified in **paragraph 3N(1)**, provide "Supplemental Disclosures" as follows: (i) unless exempt from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer; (ii) if exempt from the obligation to provide a TDS, complete an Exempt Seller Disclosure (C.A.R. Form ESD) by answering all questions and Signing and Delivering a Copy to Buyer.

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 7 OF 17)

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- (4) In the event Seller or Seller's Agent, 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 under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or documents provided to or ordered and paid for by Buyer.**
- B. LEAD DISCLOSURES:**
- (1) Seller shall, within the time specified in **paragraph 3N(1)**, for any residential property built before January 1, 1978, unless exempted by Law, Deliver to Buyer a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form LPD) and pamphlet ("Lead Disclosures").
- (2) Buyer shall, within the time specified in **paragraph 3L(3)**, have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.
- C. HOME FIRE HARDENING DISCLOSURE AND ADVISORY:** For any transaction where a TDS is required, the property is located in a high or very high fire hazard severity zone, and the home was constructed before January 1, 2010, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: (i) a home hardening disclosure required by law; and (ii) a statement of features of which the Seller is aware that may make the home vulnerable to wildfire and flying embers; and (iii) a final inspection report regarding compliance with defensible space requirements if one was prepared pursuant to Government Code § 51182 (C.A.R. Form FHDS).
- D. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM:** For any transaction in which a TDS is required and the property is located in a high or very high fire hazard severity zone, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer (i) a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and (ii) an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS).
- E. WAIVER PROHIBITED:** Waiver of Statutory, Lead, and other Disclosures in **paragraphs 11A(1), 11B, 11C, and 11D** are prohibited by Law.
- F. RETURN OF SIGNED COPIES:** Buyer shall, within the time specified in **paragraph 3L(5) OR 5 Days** after Delivery of any disclosures specified in paragraphs **11A, B, C or D**, and defensible space addendum in **paragraph 11D**, whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.
- G. TERMINATION RIGHTS:**
- (1) **Statutory and Other Disclosures:** If any disclosure specified in paragraphs **11A, B, C, or D**, or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within **3 Days** after Delivery in person, or **5 Days** after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of rescission to Seller or Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure and shall not have the right to cancel.
- (2) **Defensible Space Compliance:** If, by the time specified in **paragraph 11F**, Buyer does not agree to the terms regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.
- H. WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law **AND** the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
- I. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 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 Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- J. 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 Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- K. NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; 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.
- L. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 8 OF 17)

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- (2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(12)** for the following items to the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (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; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.
- M. **SOLAR POWER SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all known information about the solar panels or solar power system. Seller shall use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).
- N. **BALCONIES, EXTERIOR STAIRWAYS AND OTHER ELEVATED ELEMENTS:** For properties with any building containing 3 or more dwelling units with elevated balconies, stairways or other elements, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer the Wooden Balcony and Stairs Addendum (C.A.R. Form WBSA) and comply with its terms.
- O. **KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- 12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A. Buyer shall, within the time specified in **paragraph 3L(3)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
- B. Buyer Investigations include, but are not limited to:
- (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
- (A) A general home inspection.
- (B) An inspection for lead-based paint and other lead-based paint hazards.
- (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
- (D) Any other specific inspections of the physical condition of the land and improvements.
- (2) Investigation of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations do not include, among other things, an assessment of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.
- C. 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, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in **paragraph 3L(3)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in **paragraph 3L(3)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
- E. **Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
- 13. TITLE AND VESTING:**
- A. Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(8)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. 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. 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.
- 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 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. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C. Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.
- D. Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- E. If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.



- F.** Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey 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 vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- G.** Buyer shall receive a "ALTA Homeowner's Policy of Title Insurance" or equivalent policy of title insurance, if applicable to the type of property and buyer. Escrow Holder shall request this policy. If a ALTA Homeowner's Policy of Title Insurance is not offered, Buyer shall receive a CLTA Standard Coverage policy unless Buyer has chosen another policy and instructed Escrow Holder in writing of the policy chosen and agreed to pay any increase in cost. Buyer should consult with the Title Company about the availability, and difference in coverage, and cost, if any, between a ALTA Homeowner's Policy and a CLTA Standard Coverage policy and other title policies and endorsements. Buyer should receive notice from the Title Company on its Preliminary (Title) Report of the type of coverage offered. If Buyer is not notified on the Preliminary (Title) Report or is not satisfied with the policy offered, and Buyer nonetheless removes the contingency for Review of the Preliminary Report, Buyer will receive the policy as specified in this paragraph.
- 14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR-B, CR-S or CC).
- A. SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 7A, 9B(6), 10, 11A, 11B, 11C, 11D, 11H, 11K, 11L, 11M, 11N, 11O, 13A, 13D, and 32.
- B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
- (1) Buyer has the time specified in paragraph 3 to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to paragraph 9B(6), 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 Other Disclosures Delivered by Seller in accordance with paragraph 11.
 - (2) Buyer may, within the time specified in paragraph 3L(3), 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 Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
 - (3) Buyer shall, by the end of the times specified in paragraph 3L (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR-B or CC). Buyer is advised not to remove contingencies related to review of documents until after the documents have been Delivered. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under paragraph 11G.
 - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, pursuant to paragraph 14C, 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 contingency is Delivered to Seller before Seller cancels, Seller may not cancel this Agreement based on that contingency pursuant to paragraph 14C(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 Buyer a Notice to Buyer to Perform, 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 3D(1) or 3D(2) or if the funds deposited pursuant to paragraph 3D(1) or 3D(2) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by paragraph 5C(4) (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (v) Deliver a letter as required by paragraph 6B; (vi) In writing assume or accept leases or liens specified in paragraph 8H; (vii) Return Statutory and Other Disclosures as required by paragraph 11F; (viii) Cooperate with the title company's effort to comply with the GTO as required by paragraph 13E; (ix) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraph 26; (x) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 32; or (xi) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Seller's cancellation.
 - (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.
- D. BUYER RIGHT TO CANCEL:**
- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Buyer's cancellation.
 - (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in paragraph 3N(1) or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
 - (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in paragraph 8, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

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- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 14**, except for Close of Escrow which shall be Delivered under the terms of **paragraph 14G**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void. However, if the notice is for multiple items, the notice shall be valid for all contingencies and contractual actions for which the Delivery of the notice is within the time permitted in the Agreement and void as to the others. Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
- F. EFFECT OF REMOVAL OF CONTINGENCIES:**
- (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, 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 the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.
- G. DEMAND TO CLOSE 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 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the above timeframe, the DCE shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new DCE.
- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. **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 which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**
- 15. REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. 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. Buyer acknowledges 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.
- 16. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to **paragraph 7B**; (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).
- 17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments to third parties, HOA regular assessments due 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. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. 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 or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and 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). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 18. BROKERS AND AGENTS:**
- A. COMPENSATION:**
- (1) **Timing of Broker Compensation:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- (2) **Buyer Representation; Seller Payment to Compensate Buyer's Broker:** Buyer affirmatively represents that Buyer, at the time this offer is made, has a written agreement with Buyer's Broker that: (i) is valid; (ii) covers the Property; and (iii) provides for compensation for no less than the amount stated in **paragraph 3G(3)**. If any representation (i)-(iii) is not true, then Seller has no obligation to pay Buyer's Broker. The amount of compensation, if a percentage, will be based on the final purchase price. Buyer's obligation to pay Buyer's Broker shall be offset by any amount that Seller pays Buyer's Broker.
- (3) **Third party beneficiary:** Seller acknowledges and agrees that Buyer's Broker is a third-party beneficiary of this agreement and may pursue Seller for failure to pay the amount specified in this document.

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Date: June 6, 2025

- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (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 Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- 19. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A. ESCROW INSTRUCTION PARAGRAPHS:** 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, 3A, 3B, 3D-G, 3N(2), 3Q, 3R, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10C, 11H, 11L(2), 13 (except 13D), 14H, 17, 18A, 19, 23, 25, 31, 32, 33, and 34.** 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.
- B. ESCROW HOLDER GENERAL PROVISIONS:** Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. 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 shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2).** Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by **paragraphs 3, 8, 10, 11,** or elsewhere in this Agreement.
- C. COPIES; STATEMENT OF INFORMATION; TAX WITHHOLDING INSTRUCTIONS:** A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance.** 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 a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11H,** Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11H.**
- D. BROKER COMPENSATION:**
- (1) **PAYMENT:** Agents are not a party to the escrow, except for Brokers for the sole purpose of compensation pursuant to **paragraph 18A.** If a Copy of the separate compensation agreement(s) is deposited with Escrow Holder by Agent, 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). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 18A,** and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- (2) **COMPENSATION DISCLOSURE:** Escrow Holder shall provide to Buyer a closing statement or other written documentation disclosing the amount of compensation paid to Buyer's Broker. Escrow Holder shall provide to Seller a closing statement or other written documentation disclosing: (i) the amount of compensation paid to Seller's Broker; and (ii) if applicable pursuant to **paragraph 3G(3)** or other mutual instruction of the parties, the amount paid by Seller for Buyer's Broker compensation. Escrow Holder's obligation pursuant to **paragraph 19D,** is not intended to alter any preexisting practice of Escrow Holder to issue, as applicable, joint or separate closing statements. Escrow Holder's obligation pursuant to **paragraph 19D** is independent of, but may be satisfied by, any closing statement mandated by Buyer's lender.
- E. INVOICES:** Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
- F. VERIFICATION OF DEPOSIT:** Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraphs 5A(1) and C.A.R. Form IDA.** Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (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.
- G. DELIVERY OF AMENDMENTS:** 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.
- 20. SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 21. MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted 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. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
- 22. ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 27A.**

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Seller's Initials x

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 12 OF 17)

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- 23. ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOOA). Parties shall provide any assignment agreement to Escrow Holder within **1 Day** after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
- 24. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 25. DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
- A. **"Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
 - B. **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
 - C. **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
 - D. **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
 - E. **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
 - F. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
 - G. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
 - H. **"Copy"** means copy by any means including photocopy, facsimile and electronic.
 - I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1, any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
 - J. **"Day"** or **"Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.
 - K. **"Deliver"**, **"Delivered"** or **"Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other). A document, or as applicable link to a document, shall be deemed to be "in possession" if it is located in the inbox for the applicable Party or Authorized Agent; or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to the designated electronic delivery address specified in the Real Estate Broker Section, unless Otherwise Agreed in C.A.R. Form DEDA. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party (C.A.R. Form DEDA). Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
 - L. **"Electronic Copy"** or **"Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. 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.
 - M. **"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.
 - N. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 33** or **paragraph 34**.
 - O. **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.
 - P. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - Q. **"Sign"** or **"Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.



26. LIQUIDATED DAMAGES (By initialing in the space below, you are agreeing to 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 THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials Mk / _____

Seller's Initials BS / _____

27. MEDIATION:

- A. 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. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. 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.
- B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 28B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 28C; and (iii) Agent's rights and obligations are further specified in paragraph 28D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

28. ARBITRATION OF DISPUTES:

- A. 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 Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. 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.
- B. EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) 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.
- C. 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, provided the filing party concurrent with, or immediately after such filing makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
- D. AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. "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 _____ / _____

Seller's Initials _____ / _____



29. FAIR APPRAISAL ACT NOTICE:

- A. Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.
- B. If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at <https://www2.brea.ca.gov/complaint/> or call (916) 552-9000 for further information on how to file a complaint.

30. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are 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 and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By Signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.

31. **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 Agreed, 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.**

32. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in paragraphs 33 or 34 appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California 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).

33. OFFER

A. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in paragraph 3C, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**

B. ☐ **ENTITY BUYERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) Buyers:** One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____

(3) **Contractual Identity of Buyer:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See paragraph 32 for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: _____

C. The RPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. **BUYER SIGNATURE(S):**

(Signature) By, Michael Kirwan Date: June 10, 2025

Printed name of BUYER: Michael Kirwan

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ Date: _____

Printed name of BUYER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).



34. ACCEPTANCE

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

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.

Seller shall return and include the entire agreement with any response.

☐ **Seller Counter Offer** (C.A.R. Form SCO or SMCO)

☐ **Back-Up Offer Addendum** (C.A.R. Form BUO)

B. ☒ **ENTITY SELLERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) Sellers:** One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____.

(3) **Contractual Identity of Seller:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 32** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: Bradley Sharp, CRO.

C. The RPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. **SELLER SIGNATURE(S):**

(Signature) By, Bradley D. Sharp Date: 9/16/2025

Printed name of SELLER: Windscape Apartments, LLC

☒ Printed Name of Legally Authorized Signer: Bradley Sharp, CRO Title, if applicable, _____

(Signature) By, _____ Date: _____

Printed name of SELLER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: _____ / _____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials

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PROCEED TO NEXT PAGE



REAL ESTATE BROKERS SECTION

1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
2. Agency relationships are confirmed as stated in paragraph 2.
3. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
4. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm Sotheby's International Realty - Sonoma DRE Lic. # 00899496
By Regina Clyde Aaron Kopelman DRE Lic. # 01829116, 02014954 Date June 10, 2025
By A5910F75477849D... CFE98AFF65524F8... DRE Lic. # _____ Date _____
Address 793 Broadway City Sonoma State CA Zip 95476
Email Regina.Clyde@sothebys.realty, aaron@aarontkopolman.com Phone # _____
☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.
Designated Electronic Delivery Address(es): Email above or _____
☐ **Attached DEDA:** If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

B. Seller's Brokerage Firm Compass DRE Lic. # 01527235
By Mark Stornetta DRE Lic. # 01440416 Date 09/16/2025
By Mia Stornetta Leighton DRE Lic. # 02231715 Date 09/16/2025
Address _____ City Sonoma State CA Zip 95476
Email mark@markstornetta.com Phone # _____
☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.
Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent): Email above or _____
☐ **Attached DEDA:** If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

Buyer's Initials Initial Mk / _____ Seller's Initials DS BS / _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to **paragraph 19** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.
Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____
Escrow Holder _____ Escrow # _____
By _____ Date _____
Address _____
Phone/Fax/E-mail _____
Escrow Holder has the following license number # _____
☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: _____ / _____ Seller's Brokerage Firm presented this offer to Seller on _____ (date).
Agent or Seller Initials





BUYER'S INVESTIGATION ADVISORY

(C.A.R. Form BIA, Revised 12/21)

Sotheby's
INTERNATIONAL REALTY

Property Address 1045 Bart Rd, Sonoma, Ca 95476

- 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. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
- 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 non-structural 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, GOVERNMENTAL REQUIREMENTS, AND ADDRESS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. Postal/mailling address and zip code may not accurately reflect the city which has jurisdiction over the property.
 - J. RENTAL PROPERTY RESTRICTIONS:** The State, some counties, and some cities 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.

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BUYER'S INVESTIGATION ADVISORY (BIA PAGE 1 OF 2)

Sotheby's International Realty - Sonoma, 793 Broadway Sonoma CA 95476
Aaron Kopelman

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: (707) 935-2288 Fax: www.lwolf.com

1045 Bart Rd

Case: 24-10545 Doc# 2666-1 Filed: 10/24/25 Entered: 10/24/25 15:43:08 Page 27 of 89

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.

Signed by: Michael Kirwan **Michael Kirwan** Date June 10, 2025
 Buyer **X** 527AAA509A74476...
 Buyer _____ Date _____

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 525 South Virgil Avenue, Los Angeles, California 90020



BIA REVISED 12/21 (PAGE 2 OF 2)

BUYER'S INVESTIGATION ADVISORY (BIA PAGE 2 OF 2)



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller ☒ Bradley D. Sharp Windscape Apartments, LLC Date 9/16/2025
 Seller 527AAA509A74476... Date _____
 Buyer ☒ Michael Kirwan Michael Kirwan Date June 10, 2025
 Buyer 527AAA509A74476... Date _____
 Buyer's Brokerage Firm Sotheby's International Realty - Sonoma DRE Lic # 00899496
 By Regina Clyde Aaron Kopelman DRE Lic # 01829116 Date June 10, 2025
Gina Clyde, Aaron Kopelman
 Seller's Brokerage Firm Compass DRE Lic # 01527235
 By Mark Stornetta DRE Lic # 01440416 Date 09/16/2025
Mark Stornetta

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PRBS REVISED 12/21 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

Sotheby's International Realty - Sonoma, 793 Broadway Sonoma CA 95476 Phone: (707) 935-2288 Fax: 1045 Bart Rd
 Aaron Kopelman Produced with Long Wolf Transactions, Inc. Form Edition 1/17/25 Harwood St Suite 2200, Dallas, TX 75211 www.longwolf.com



FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

Sotheby's
INTERNATIONAL REALTY

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION:** Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords/Housing Providers
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
 - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 1 OF 2)



Sotheby's International Realty - Sonoma, 793 Broadway Sonoma CA 95476
Aaron Kopelman

Produced with Law Wolf Transactions (zipForm Edition) 717 N. Harwood St. Suite 2200, Dallas, TX 75201 www.lawwolf.com

Phone: (707) 935-2288

Fax:

1045 Bart Rd

Case: 24-10545 Doc#: 2666-1 Filed: 10/24/25 Entered: 10/24/25 15:43:08 Page 30 of 89

- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://calcivilrights.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) **no real estate licensee is involved** in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory:

Buyer/Tenant	<u>Michael Kirwan</u>	<u>Michael Kirwan</u>	Date	<u>June 10, 2025</u>
Buyer/Tenant	<u>527AAA509A74476</u>	Signed by:	Date	
Seller/Housing Provider	<u>Bradley D. Sharp</u>	<u>Windscape Apartments, LLC</u>	Date	<u>9/16/2025</u>
Seller/Housing Provider	<u>FEDFF3D4B66A46C...</u>		Date	

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FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 2 OF 2)





BUYER HOMEOWNERS' INSURANCE ADVISORY

(C.A.R. Form BHIA, 6/24)

- 1. IMPORTANCE OF OBTAINING PROPERTY INSURANCE:** If the property you are purchasing is destroyed or damaged due to natural disaster or accident or some other event, insurance may be available to help with the cost of repair or rebuilding. In the absence of property insurance, the homeowner would be responsible for the full expense. If the property is purchased with a loan, or refinanced, the lender will require an insurance policy protecting its interest. Insurance policies can cover damage due to one or more of the following: fire, flood, earthquake and other causes. The policy or an insurance broker should be consulted to determine when coverage applies and whether a supplement or rider can be purchased to provide additional coverage or if a separate policy is necessary.
- 2. PROPERTY INSURANCE AND PURCHASE CONTRACT TERMS:** Your real estate purchase contract may contain a contingency that gives you the right to legally cancel the agreement within a specified time if you are unable to obtain or afford property insurance. This cancellation right may be a specific contingency pertaining to insurance or may be part of an overall investigation contingency. If buyer waives or removes the applicable contingency before determining the availability and cost of property insurance, buyer is acting against the advice of broker. Additionally, if the property is part of an HOA, lenders may require and buyers will want to know that the HOA has adequate insurance to cover the areas for which the HOA is responsible.
- 3. CALIFORNIA'S PROPERTY INSURANCE MARKET:** Some insurance carriers in California have stopped issuing new property insurance policies and others are limiting the number and location of new policies, due to rising replacement costs and an increase in natural disasters. These changes may affect both the availability and cost of insurance. However, over 50 insurance carriers are admitted to sell property insurance in California so it may be possible to obtain insurance even if some carriers will not write a new policy covering the property you intend to buy. An insurance broker may also be able to find a non-admitted insurance carrier offering to insure the property you intend to buy. Because locating an affordable insurance policy could take time and effort, buyers are advised to make all insurance inquiries as early in the home buying process as possible.
- 4. INSURANCE CONDITIONS:** Many insurance carriers impose physical condition standards before issuing a policy, or reserve the right to cancel policies even after they are issued, if certain minimum standards are not confirmed in an inspection or otherwise. Physical conditions standards could include, but are not limited to, prohibition of "knob and tube" electrical wiring, requirements related to piping/plumbing materials, standards related to the age and/or quality of the roof or foundation, minimal safety standards related to handrails, tripping hazards, and defensible space requirements.
- 5. RESOURCES:** The California Department of Insurance (DOI) maintains a website addressing Residential Home insurance. Resources on this State government webpage include: **(i)** Top Ten tips for Finding Residential Insurance; **(ii)** Residential Insurance Company Contact List; **(iii)** Home Insurance Finder; and **(iv)** information on other insurance issues. The webpage also includes information on how to contact the DOI, and suggestions on what to do if you cannot find insurance. The webpage and link to other documents is located at <https://www.insurance.ca.gov/01-consumers/105-type/5-residential/index.cfm>.
- 6. BROKER RECOMMENDATION:** Buyer is advised to explore available property insurance options early in the home buying process and to consult with a qualified insurance professional of buyer's choosing to understand insurance availability and cost prior to removal of any related contingencies. Real estate brokers do not have expertise in this area.

By signing below, Buyer acknowledges that Buyer has read, understands, and has received a copy of this Buyer Homeowners' Insurance Advisory.

Signed by: Michael Kirwan **Michael Kirwan** Date June 10, 2025
 Buyer 527AAA509A74476... Date _____

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BUYER HOMEOWNERS' INSURANCE ADVISORY (BHIA PAGE 1 OF 1)

Sotheby's International Realty - Sonoma, 793 Broadway Sonoma CA 95476
 Aaron Kopelman

Produced with Lone Wolf Transactions (zipForm Edition) 717 N. Harwood St. Suite 2200, Dallas, TX 75201 www.lwlf.com

Phone: (707) 935-2288

Fax:

1045 Bart Rd

Case: 24-10545 Doc# 2666-1 Filed: 10/24/25 Entered: 10/24/25 15:43:08 Page 32 of 89



**WIRE FRAUD AND ELECTRONIC FUNDS
TRANSFER ADVISORY**
(C.A.R. Form WFA, Revised 12/21)

Sotheby's
INTERNATIONAL REALTY

Property Address: 1045 Bart Rd, Sonoma, Ca 95476 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant ☒	<u>Michael Kirwan</u> 527AAA509A74476...	<u>Michael Kirwan</u>	Date <u>June 10, 2025</u>
Buyer/Tenant	DocuSigned by:		Date
Seller/Landlord ☒	<u>Bradley D. Sharp</u> FEDFF3D4B66A46C...	<u>Windscape Apartments, LLC</u>	Date <u>9/16/2025</u>
Seller/Landlord			Date

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WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)

Sotheby's International Realty - Sonoma, 793 Broadway Sonoma CA 95476 Aaron Kopelman	Phone: (707) 935-2288 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com	Fax: 1045 Bart Rd
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**CALIFORNIA CONSUMER PRIVACY ACT ADVISORY,
DISCLOSURE AND NOTICE**
(C.A.R. Form CCPA, Revised 12/22)

Sotheby's
INTERNATIONAL REALTY

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Signed by: Michael Kirwan Date June 10, 2025
 Buyer/Seller/Landlord/Tenant Michael Kirwan
 Buyer/Seller/Landlord/Tenant _____ Date _____

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CCPA REVISED 12/22 (PAGE 1 OF 1)

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)

ADDENDUM ONE TO PURCHASE AGREEMENT

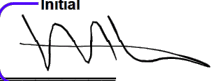
1045 Bart Road, Sonoma, CA

, California

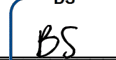
This Addendum One to Purchase Agreement (“**Addendum**”) is incorporated into that certain California Residential Purchase Agreement and Joint Escrow Instructions (the “**Purchase Agreement**”), dated June 10, 2025, and executed by and between Michael Kirwan (“**Buyer**”), and Windscape Apartments, LLC (“**Seller**”), involving the real property and improvements thereon located at 1045 Bart Road, Sonoma, CA, California, APN: 127-051-059-000 (the “**Property**”). Buyer and Seller may be referred to herein individually as a “**Party**” and collectively as “**Parties**.” Unless otherwise defined, capitalized terms in this Addendum shall have the same meanings as set forth in the Purchase Agreement. This Addendum and the Purchase Agreement shall be collectively referred to as the “**Agreement**.”

1. **BANKRUPTCY SALE ORDER CONTINGENCY:**

- a. Bankruptcy Case. On or about August 6, 2024, Seller and certain affiliates of Seller (collectively, the “**Debtors**”) filed voluntary petitions for bankruptcy relief under Chapter 11 of the Bankruptcy Code, jointly administered under Case No. 24-10545 (the “**Bankruptcy Case**”) in the United States Bankruptcy Court for the Northern District of California, Santa Rosa Division (the “**Bankruptcy Court**”).
- b. Sale Procedures. On May 1, 2025, the Bankruptcy Court entered the *Order Establishing Omnibus Procedures for Real Property Sales (Socotra Collateral)* [Dkt. No. 1381] (the “**Sale Procedures Order**”), a copy of which is attached hereto as Exhibit A, pursuant to which it approved expedited procedures for the sale of Seller’s right, title and interest in the Real Property. The Sale Procedures Order controls the procedure for obtaining Bankruptcy Court approval of this sale pursuant to a sale order substantially in the form attached to the Sale Procedures Order as Exhibit 1 to Exhibit B (the “**Sale Order**”). This is a “Small Asset Sale” under the terms of the Sale Procedures Order.
- c. Sale Order Contingency. Notwithstanding anything to the contrary contained in the Purchase Agreement, the Close of Escrow under the Agreement shall be subject the Sale Procedures Order, including, without limitation, following the Buyer Investigations and Buyer’s waiver of the contingencies in **paragraph 3L** on or before the Outside Contingency Removal Deadline (as defined in **Section 2.e** below), the entry by the Bankruptcy Court, on or before the Outside Closing Date (set out in **paragraph 2B**), of the Sale Order (the “**Sale Order Contingency**”). The Sale Order Contingency shall be a condition to the Close of Escrow benefiting both Seller and Buyer. In addition, notwithstanding anything to the contrary in the Agreement, neither Seller nor Buyer may waive the Sale Order Contingency. In the event of a failure of the Sale Order Contingency, the Agreement shall terminate, neither Seller nor Buyer shall have any liability thereunder except for those obligations under the Agreement which expressly survive the termination of the same and Buyer shall be entitled to the return of the Deposit.
- d. Buyer Cooperation. Seller and Buyer acknowledge that (i) to obtain the Sale Order, Seller must demonstrate that it has taken reasonable steps to obtain the highest or otherwise best offer possible for the Property, including giving notice of the sale under the Agreement to interested persons as set forth in **Section 1.e** below, and such other steps and procedures as required by the Sale Procedures Order, and (ii) Buyer shall provide such information and assurance as may be required pursuant to the Sale Procedures Order, including, without limitation, as to the Buyer’s assumption of obligations under **paragraph 8H** of the Purchase Agreement, and (notwithstanding anything to the contrary in **paragraph 17** of the Purchase Agreement) Buyer’s payment of any outstanding amounts Buyer has Otherwise Agreed to pay to cure any defaults of Seller or otherwise in respect of such obligations (“**Cure Costs**”).
- e. Sale Notice. Promptly following the Outside Contingency Removal Date, Seller shall file with Bankruptcy Court and serve on the parties designed therein (the “**Sale Notice Parties**”) the notice

Initial


Buyer Initial

DS


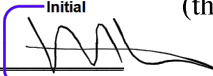
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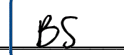
of the Agreement substantially in the form attached to the Sale Procedures Order as Exhibit B (the “**Sale Notice**”) attaching copies of (i) the proposed Sale Order and (ii) the Agreement; and setting the deadline to object to the Sale Notice which shall be no less than twenty-one (21) days following filing and service thereof as set out in the Sale Procedures Order (the “**Sale Notice Objection Deadline**”). Buyer shall cooperate with Seller by providing all necessary information and assurance needed to complete the Sale Notice in a timely manner, including, without limitation, as to the Buyer’s proposed assumption of obligations under **paragraph 8H** of the Purchase Agreement and any Cure Costs.

- f. Recording of Sale Order. At Close of Escrow, if required by Title Company to issue the title policy contemplated in **paragraph 13G** insuring fee simple title in the name of Buyer, the Sale Order shall be recorded in the real property records of the county where the Property is located, immediately prior to the recording of the grant deed.

2. **MODIFICATIONS TO PURCHASE AGREEMENT TERMS**. The terms of the Purchase Agreement are further modified as follows:

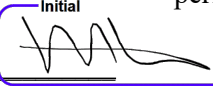
- a. Paragraphs 3B and 25A - Date of Acceptance. The date of “**Acceptance**” under **paragraphs 3B** and **25A** the Purchase Agreement shall be the date the last of Buyer and Seller have mutually executed and delivered to the other Party to the Purchase Agreement and this Addendum.
- b. Paragraph 3B - Close of Escrow. The Close of Escrow under **paragraph 3B** of the Purchase Agreement shall occur on the date that is the earlier of (i) 5 ☐ 10 ☒ days after the entry of a Sale Order by the Bankruptcy Court, or (ii) if an objection is filed to the Sale in accordance with the Sale Procedures Order, twenty (20) days after the entry of a Sale Order by the Bankruptcy Court, but in no event (in the case of either subclause (i) or (ii)) later than 120 days following the Date of Acceptance (the “**Outside Closing Date**”); provided further that Seller shall be entitled to an extension of the Outside Closing Date (not to exceed thirty (30) days in the aggregate) for the purpose of satisfying the Sale Order Contingency.
- c. Paragraphs 3G(3) and 18 – Brokers and Agents. Neither Party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of the transaction described in the Purchase Agreement (the “**Transaction**”), through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the sale contemplated herein, except for (i) Regina Clyde & Aaron Kopelman (representing Buyer) (“**Buyer’s Broker**”), whose commission, if at all shall be paid in accordance with **paragraph 3G(3)** of the Purchase Agreement, and (ii) Mark Stornetta & Mia Stornetta Leighton (representing Seller) (“**Seller’s Broker**”) whose commission, if any is due, shall be the responsibility of Seller pursuant to a separate agreement. If any other broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealings or communication, the party through whom the broker or finder makes its claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against such claim. The provisions of this **Section 2.c** shall control over any contrary provisions in **paragraphs G(3) and 18** of the Purchase Agreement, and shall survive the Close of Escrow.
- d. Paragraphs 3K and 23 – Buyer Assignment. Notwithstanding anything to the contrary contained in **paragraphs 3K** and **23** of the Purchase Agreement, Buyer’s right to assign Buyer’s interest in the Agreement under **paragraph 23** thereof shall be exercised, if at all, prior to the Outside Contingency Removal Date.
- e. Paragraph 3L - Outside Contingency Removal Deadline. Notwithstanding anything to the contrary contained in the Purchase Agreement (including without limitation, **paragraphs 3L, 8, 12** and **14**), all of Buyer’s contingencies set out in **paragraphs 3L, 8** or elsewhere in the Purchase Agreement shall be approved of waived by Buyer on the earlier of (1) the date of the last Contingency Date under **paragraph 3L** of the Purchase Agreement or (2) twenty-one (21) Days after Acceptance (the “**Outside Contingency Removal Deadline**”); provided further that, for avoidance of doubt,

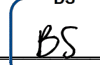
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neither Seller nor Buyer may waive the Sale Order Contingency as provided in **Section 1.c** above, and the same shall not be subject to the Outside Contingency Removal Deadline.

- f. Paragraphs 3N(1), 9B(6), 9B(7), 11O and 14 – Exempt Seller. Notwithstanding anything to the contrary contained in **paragraphs 3N(1), 9B(6), 9B(7), 11O and 14** of the Purchase Agreement, Seller's obligations regarding Delivery of Reports and other Seller Documents, and any disclosures, shall be subject to the full protections for Seller of any exemption under California Law (including, without limitation under California Civil Code Section 1102.2 as a result of the Bankruptcy Case), and as described in the Exempt Seller Disclosure (C.A.R. form ESD).
- g. Paragraphs 3N(5), 25N, 32 and 34A – Seller Authority. Seller's authority under the Agreement (including without limitation as referred to in **paragraphs 3N(5), 25N, 32 and 34A** of the Purchase Agreement) shall at all times be subject to any required approvals under the Sale Procedures Order and Sale Order.
- h. Paragraphs 3Q(1), (2), (3) and (5), 10A and 11A – Natural Hazards Disclosure (NHD) and Other Inspections, Reports, Tests and Certificates. Notwithstanding anything to the contrary contained in the Purchase Agreement (including, without limitation, **paragraphs 3Q(1), (2), (3) and (5), 10A and 11A**), Buyer shall pay the cost of the Natural Hazards Disclosure and other inspections, reports, tests and certificates referred to in **paragraphs 3Q(1), (2), (3) and (5)**, and perform and pay for any inspections or work recommended or identified therein.
- i. Paragraphs 8H, 9B(6), 9B(7) and 17 – Leased or Liened Items. Seller's right to assign and Buyer's right to assume Seller's obligations with respect to leased or liened items shall be subject to Bankruptcy Court approval under the Sale Order and may include Cure Costs that Buyer has Otherwise Agreed to pay (notwithstanding anything to the contrary in paragraph 17 of the Purchase Agreement).
- j. Paragraph 7B – AS-IS. Buyer has been advised to investigate the condition and suitability of all aspects of the Property and all matters affecting the value or desirability of the Property for Buyer's use or purposes during the applicable time periods for the Buyer's contingencies under the Agreement. Buyer acknowledges that Seller has never resided in the Property and the Property has been used strictly as an investment property by Seller. Except as required by Law, neither Seller, nor its members, employees, or agents makes or has made any representations or warranties of any kind, express or implied, written or oral, pertaining to, without limitation, the physical condition of the Property, the uses of the Property (or any limitations thereon), the costs of operation, compliance with applicable Laws, and/or any requirements for alterations or improvements to comply with applicable Laws (including, without limitation, any representations or warranty pertaining to zoning, on environmental, or other Laws, regulations, or governmental requirements); the condition of the soils or groundwater of the Property; the presence or absence of electromagnetic fields, toxic materials, or hazardous (as that term may be defined under any applicable local, state, or federal Law) materials on or under the Property; or any other matter bearing on the use, value, or condition of the Property. Except as required by Law, Seller makes and has made no representations or warranties with respect to the condition of title to the Property, and Buyer shall rely solely on the policy of title insurance obtained pursuant to the Purchase Agreement for any claims related thereto. Buyer's sole remedy related to any aspect of the Property discovered by Seller during the Buyer's applicable contingency periods to which Buyer does not approve, shall be to terminate the Agreement within the Buyer's applicable contingency period and Buyer shall have no further right to terminate the Agreement outside of the applicable contingency period except as specifically set forth in the Agreement. In addition, subject to the disclosures made and/or required by Seller pursuant to the Purchase Agreement, Buyer assumes the risk that an adverse condition of the Property may not have been revealed by Buyer's own due diligence and agrees that Seller shall have no obligation to repair, correct, or compensate Buyer for any condition of the Property whatsoever, including, without limitation, compliance with zoning Laws or building codes, which may be discovered after the expiration of the applicable contingency period. To the extent allowed by Law, Buyer waives, releases, acquits, and forever discharges

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Seller, and Seller's Parties (as defined below) to the maximum extent permitted by Law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has or that may arise in the future because of or in any way growing out of or connected with the Purchase Agreement and the Property (including, without limitation, the condition of the Property). TO THE EXTENT PERMITTED BY LAW, BUYER EXPRESSLY WAIVES ITS RIGHTS GRANTED UNDER CALIFORNIA CIVIL CODE SECTION 1542 AND ANY OTHER PROVISION OF LAW THAT PROVIDES A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT BUYER DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT WOULD HAVE MATERIALLY AFFECTED ITS AGREEMENT TO RELEASE SELLER.

IT IS SO AGREED:

Seller  ^{DS}
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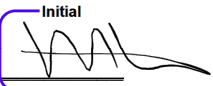
Buyer:  ^{Signed by:}
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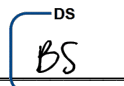
As used in the Agreement, "**Seller's Parties**" shall mean and include, collectively, (1) Seller, (2) Seller's property manager for the Property, (3) ordinary course vendors who provide services for the Property or the Seller, (4) any direct or indirect owner of any beneficial interest in Seller, (5) any officer, director, employee, or agent of Seller (including Seller's broker for the Property), and (6) Seller's legal counsel, Seller's accountants and any other third party professional advisors of Seller approved by the Bankruptcy Court.

- k. Paragraph 10B(3) – Reinspection Fees. Buyer understands and acknowledges that any and all Reinspection Fees shall be the responsibility of Buyer should they arise.
- l. Paragraphs 11A(1), 11O, 13D and 25D - Known Material Facts. When a statement is made under the Agreement as to any information or defects "**known**" to Seller, or Seller's "**actual knowledge**" (or other similar phrase), including without limitation under **paragraphs 11A(1), 11O, 13D and 25D** of the Purchase Agreement, it shall mean that Seller's Designated Representative (as defined below) has any actual knowledge (without further investigation) of any facts indicating that such statement is not true. Seller's Designated Representative shall be deemed to have current actual knowledge of any matter received by Seller's Designated Representative in writing, and nothing set forth herein shall be construed to impose upon Seller's Designated Representative any duty to investigate the matters to which such knowledge, or the absence thereof, pertains, including, but not limited to, the contents of the materials delivered or made available to Buyer or its representatives or the contents of files maintained by Seller's Designated Representative. In no event shall Seller's Designated Representatives have any personal liability under the Agreement. As used herein, "**Seller's Designated Representative**" is limited to the following individual: Bradley D. Sharp, CRO.
- m. Paragraph 13 – Title. Seller's obligations under the Purchase Agreement, including without limitation **paragraph 13**, regarding removal of lien and other title matters shall be subject to the timing, scope and limitations regarding the same pursuant to the Sale Procedures Order and Sale Order.
- n. Paragraph 17 – Prorations. The Sale Order controls with respect to the payment of any Cure Costs or any other items of proration between Buyer and Seller set forth therein, notwithstanding anything to the contrary in **paragraph 17** of the Purchase Agreement.

3. **DELETED PROVISIONS:** The following paragraphs of the Purchase Agreement are hereby deleted:

- a. **Paragraph 22** [Attorney Fees and Costs]; **paragraph 27** [Mediation]; and **paragraph 28** [Arbitration].

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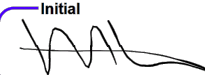
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4. **CHOICE OF LAW; VENUE.** Notwithstanding anything to the contrary contained in the Purchase Agreement, the Agreement is to be governed by and construed in accordance with federal bankruptcy Law, to the extent applicable, and where state Law is implicated, the Laws of the State of California shall govern (without regard to conflicts of law). The Bankruptcy Court shall retain exclusive jurisdiction to enforce the provisions of the Agreement. Each of the parties hereby accepts and consents to, generally and unconditionally, the jurisdiction of the Bankruptcy Court. Each of the Parties hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with the Agreement brought in the Bankruptcy Court and hereby further irrevocably waives and agrees not to plead or claim in such court that any such action or proceeding brought in such court has been brought in an inconvenient forum. In the event that the Bankruptcy Court declines to exercise jurisdiction over the Agreement, venue shall be in the Superior Court of California, in the County where the Property is located. **TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAWS, SELLER AND BUYER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN THE EVENT OF ANY PROCEEDINGS.**

5. **CONFLICTS.** In the event of a conflict between the terms of the Purchase Agreement and this Addendum, the terms of this Addendum shall control.

6. **MISCELLANEOUS:** The Agreement may be executed in multiple counterparts, each of which is to be deemed original for all purposes, but all of which together shall constitute one and the same instrument. The Agreement may be executed and delivered by electronic transmission, the Parties intending that electronically transmitted signatures constitute original signatures and that an electronically transmitted or manually executed counterpart of the Agreement containing signatures (manually executed or electronically transmitted) of a Party shall be binding upon that Party. The Agreement contains the entire agreement with respect to the Transaction, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the same. In the event any provision or any part of any provision of the Agreement shall be held to be invalid and unenforceable, the remaining enforceable provisions and remaining enforceable parts of any provision shall be valid and binding upon the Parties to the maximum extent permitted by Law. One or more waivers by either Party of any provisions, term, condition, or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party. The Agreement shall not be construed more strictly against one Party than the other merely by virtue of the fact that it has been prepared initially by counsel for one of the Parties, it being recognized that both Parties and their respective counsel have had a full and fair opportunity to negotiate and review the terms and provisions of the Agreement and to contribute to its substance and form. Subject to applicable principles of fraudulent conveyance, in no event shall Buyer seek satisfaction for any obligation from any Seller's Parties, nor shall any such person or entity have any personal liability for any such obligations of Seller.

[signature page follows.]

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 Seller Initial

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date(s) written below next to their respective signatures.

BUYER:

Signed by:  Michael Kirwan Date: September 12, 2025
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SELLER:

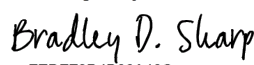
Windscape Apartments, LLC DocuSigned by:  Date: 9/16/2025
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EXHIBIT A
Sale Procedures Order

[See attached]

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Entered on Docket

May 1, 2025

EDWARD J. EMMONS, CLERK
 U.S. BANKRUPTCY COURT
 NORTHERN DISTRICT OF CALIFORNIA



September 12, 2025

KELLER BENVENUTTI KIM LLP

TOBIAS S. KELLER (Cal. Bar No. 151445)

(tkeller@kbbkllp.com)

DAVID A. TAYLOR (Cal. Bar No. 247433)

(dtaylor@kbbkllp.com)

THOMAS B. RUPP (Cal. Bar No. 278041)

(trupp@kbbkllp.com)

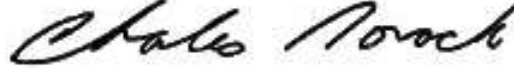
425 Market Street, 26th Floor

San Francisco, California 94105

Telephone: (415) 496-6723

Facsimile: (650) 636-9251

The following constitutes the order of the Court.
 Signed: May 1, 2025



Charles Novack
 U.S. Bankruptcy Judge

*Attorneys for the Debtors and
 Debtors in Possession*

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

SANTA ROSA DIVISION

KELLER BENVENUTTI KIM LLP
 425 MARKET STREET, 26TH FLOOR
 SAN FRANCISCO, CALIFORNIA 94105

In re:

LEFEVER MATTSON, a California
 corporation, *et al.*,¹

Debtors.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**ORDER ESTABLISHING OMNIBUS
 PROCEDURES FOR REAL
 PROPERTY SALES (SOCOTRA
 COLLATERAL)**

¹ The last four digits of LeFever Mattson's tax identification number are 7537. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://veritaglobal.net/LM>. The address for service on the Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621.

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SAN FRANCISCO, CALIFORNIA 94105

Upon consideration of the *Motion of Debtors to Establish Omnibus Procedures for Real Property Sales (Socotra Collateral)* [Dkt. No. 1158] (the “Motion”),² filed by the above-captioned debtors and debtors in possession (the “Debtors”); the Court having reviewed the Motion and the Sharp Declaration; and having considered the statements of counsel and the evidence adduced with respect to the Motion at a hearing before the Court (the “Hearing”), including the Debtors’ representation that they have resolved *Socotra Capital, Inc.’s Limited Objection and Reservation of Rights with Respect to Motion of Debtors to Establish Omnibus Procedures for Real Property Sales (Socotra Collateral)* [Dkt. No. 1242] on the terms and conditions set forth in this Order; and the Court having found that (i) the Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern District of California (the “Bankruptcy Local Rules”); (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and (iv) notice of the Motion and the Hearing was sufficient under the circumstances; and after due deliberation the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, and their creditors; and good and sufficient cause having been shown;

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth below.
2. The Socotra Sale Procedures are approved, and the Debtors are authorized, but not directed, to take any and all actions reasonably necessary or appropriate to implement those procedures. The Socotra Sale Procedures shall be limited to those Socotra Properties listed on the schedule attached hereto as **Exhibit A**. The Debtors may file, in their business judgement, a motion to approve the sale of any individual Socotra Property which they deem necessary and appropriate.

² Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.

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1 3. These Socotra Sale Procedures shall not apply to sales of Socotra Properties where
2 the estimated net sale proceeds (purchase price minus Closing Costs) are less than the aggregate
3 amount of claims (including, but not limited to principal, interest, fees, and other amounts as set
4 forth in the underlying agreement and security instrument) secured by such property unless the
5 Debtors first obtain in writing the permission of the applicable secured lender(s) to apply these
6 Socotra Sale Procedures.

7 4. “Small Asset Sales” shall be defined as those sales with a sale price less than \$5
8 million.

9 5. “Large Asset Sales” shall be defined as those sales with a sale price equal to or
10 greater than \$5 million.

11 6. The Small Asset Sale Procedures shall be as follows:

12 a. Contents of Sale Notice: Prior to any sale of a Socotra Property for which
13 the Debtors, in consultation with the Committee, elect to seek approval
14 through these Socotra Sale Procedures, the Debtors shall file with the Court
a notice (the “Sale Notice”) that sets forth:

15 i. The address and tax identification number of the Socotra
Property proposed to be sold (the “Subject Property”);

16 ii. The sale price;

17 iii. The name(s) of the title holder of the Subject Property;

18 iv. The name(s) of the holder of any and all liens or other interests
19 in the Subject Property with the recording date and instrument
20 number of such liens or interests, if any, listed immediately
below the caption of the Sale Notice in compliance with
Bankruptcy Local Rule 6004-1(a);

21 v. The amount and nature of any known liens or other interests
22 in the Subject Property, their proposed treatment, and the basis
23 for any dispute thereof or any other ground asserted for selling
free and clear thereof;

24 vi. A brief summary of the marketing of the Subject Property that
25 would support the Debtors’ representation that it was done in
26 a fully commercially reasonable manner and the Debtors’
conclusion that the price and terms are reasonable and in the
27 best interests of the Debtors’ bankruptcy estates according to
28 their business judgment;

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- vii. The name(s) proposed buyer(s) (the “Buyer”) and any known relationship to the Debtors;³
- viii. The provision(s) of section 363(f) that the Debtors submit authorize the sale free and clear of liens, a summary of the Debtors’ evidence supporting such assertion, and each lien creditor(s)’ name, recording date and instrument number for which the sale will be free and clear;
- ix. The name of the Broker(s), the date of entry and docket number of the order approving the Broker’s employment, any known connection to the Debtors, and their proposed compensation;
- x. A schedule of any unexpired leases or executory contracts (collectively, the “Leases”) associated with the Subject Property and their proposed treatment in the sale including any cure amounts;
- xi. A summary of the Buyer’s evidence that it can provide adequate assurance of future performance and assumption of the Leases, if any;
- xii. A summary of any other proposed closing payments, including but not limited to payment of the Broker’s commission, FTI’s advisory and transaction fee, transfer taxes, closing and escrow costs, recording costs and the Title Company’s fees (collectively, the “Closing Costs”);
- xiii. The estimated net proceeds available to the estate upon conclusion of the sale, after the satisfaction of any liens, and payment of the Closing Costs; and
- xiv. The Objection Procedures (as described below).

- b. Filing and Service of Sale Notice: The Sale Notice shall be filed and served by email where available and by mail for those who have not consented to email service upon (i) the United State Trustee (the “U.S. Trustee”); (ii) counsel to the Committee; (iii) Socotra; (iv) any and all holders of interests in the Subject Property, including interest holders in the applicable Debtor; (v) counter-parties to the Leases; and (vi) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002 (collectively, the “Notice Parties”).
- c. Objection Procedures: Any objection to the proposed sale or the assumption of the Leases or request for hearing (the “Objection”) must be served upon counsel for the Debtors and filed with the Court not more than twenty-one (21) calendar days after service of the Sale Notice unless the Sale Notice specifies a longer period or a shorter period is ordered by the Court (the “Objection Deadline”).

³ These Socotra Sale Procedures shall not apply to any proposed sale of a Socotra Property to an insider of the Debtors.

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SAN FRANCISCO, CALIFORNIA 94105

- d. Overbids: There shall be no overbids. The commercially reasonable practice for Socotra Properties to be sold for \$5,000,000 or less is to contact all interested parties once an offer is received, notifying them of the offer and requesting overbids. Therefore, any agreed purchase price will already include any overbids.
- e. No Stalking Horse Procedures: There shall be no stalking horse procedures; however, the Debtors reserve the right to request such procedures should they, in their sole discretion determine that a stalking horse procedure would benefit the estates.
- f. If No Objection: If the Objection Deadline passes without the filing of an Objection or any such response is withdrawn, the Debtors shall file a declaration attesting that no Objection was filed or served on the Debtors (the “Certificate of No Objection”) and the Debtors shall submit a proposed order substantially in the form attached to the Sale Notice as Exhibit 1 (the “Small Asset Sale Order”). The Debtors may proceed with closing the sale of the Subject Property upon entry of the Small Asset Sale Order.
- g. Sale Hearing: If an Objection is filed prior to the Objection Deadline and not withdrawn, the Debtors will set a hearing (the “Sale Hearing”) giving no less than seven (7) days’ notice to (i) the Buyer; (ii) any party that filed an Objection; (iii) and the Notice Parties.
- h. Free and Clear: Small Asset Sales pursuant to these Socotra Sale Procedures shall be free and clear of liens and encumbrances to the extent provided under the Bankruptcy Code, with any such liens of any kind or nature to attach to the net proceeds of the sale in the order of their priority, with the same validity, force and effect which they had immediately prior to the sale as against such Socotra Property. The sale proceeds of a Small Asset Sale of a Socotra Property shall be distributed according to the terms of paragraphs 14 – 19 below.

7. The Large Asset Sale Procedures shall be as follows:

- a. Contents of Sale Notice: Prior to any sale of a Socotra Property for which the Debtors elect to seek approval through these Socotra Sale Procedures, the Debtors shall file with the Court a notice (the “Sale Notice”) that sets forth:
 - i. The address of the Socotra Property proposed to be sold (the “Subject Property”);
 - ii. The sale price;
 - iii. The name(s) of the title holder of the Subject Property;
 - iv. The name(s) of the holder of any liens or other interests in the Subject Property, if any, listed immediately below the caption of the Sale Notice in compliance with Bankruptcy Local Rule 6004-1(a);
 - v. The amount and nature of any known liens or other interests in the Subject Property, their proposed treatment, and the basis for any dispute thereof or any other ground asserted for selling free and clear thereof;

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SAN FRANCISCO, CALIFORNIA 94105

- vi. A brief summary of the marketing of the Subject Property that would support the Debtors' representation that it was done in a commercially reasonable manner and the Debtors' conclusion that the price and terms are reasonable and in the best interests of the Debtors' bankruptcy estates according to their business judgment;
- vii. The name(s) of the proposed buyer(s) (the "Buyer") and any known relationship to the Debtors;⁴
- viii. The provision(s) of section 363(f) that the Debtors submit authorize the sale free and clear of liens and a summary of the Debtors' evidence supporting such assertion;
- ix. The name of the Broker(s), the date of entry and docket number of the order approving the Broker's employment, any known connection to the Debtors, and their proposed compensation;
- x. A schedule of any unexpired leases or executory contracts (collectively, the "Leases") associated with the Subject Property and their proposed treatment in the sale including any cure amounts;
- xi. A summary of the Buyer's evidence that it can provide adequate assurance of future performance of the Leases, if any;
- xii. A summary of any other proposed closing payments, including but not limited to payment of the Closing Costs;
- xiii. The estimated net proceeds available to the estate upon conclusion of the sale, after the satisfaction of any liens, and payment of the Closing Costs; and
- xiv. The Objection Procedures (as described below).
- xv. The procedures for an auction (the "Auction") should qualified overbids be received prior to the Objection Deadline.

b. Filing and Service of Sale Notice: The Sale Notice shall be filed and served by email where available and by mail for those who have not consented to email service upon (i) the United State Trustee (the "U.S. Trustee"); (ii) counsel to the Committee; (iii) Socotra; (iv) any holders of interests in the Subject Property; (v) counter-parties to the Leases; and (vi) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties").

c. Objection Procedures: Any objection to the proposed sale, the Auction procedures, or the assumption and assignment of the Leases or request for hearing (the "Objection") must be served upon counsel for the Debtors and

⁴ These Socotra Sale Procedures shall not apply if the proposed purchaser is an insider of the Debtors.

KELLER BENVENUTTI KIM LLP
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SAN FRANCISCO, CALIFORNIA 94105

filed with the Court not more than twenty-one (21) calendar days after service of the Sale Notice unless the Sale Notice specifies a longer period or a shorter period is ordered by the Court (the “Objection Deadline”).

- d. Overbids: The Sale Notice shall include solicitation for overbids which must be submitted in writing to FTI on or before the Objection Deadline. Overbids must be accompanied by a good faith deposit of 10% of the proposed purchase price. If a proposed purchase price is \$10,000,000 or less, the initial overbid must be at least 2% of the proposed purchase price, plus Bid Protections (if any). If a proposed purchase price is greater than \$10,000,000, the initial overbid must be at least 1% of the proposed purchase price, plus Bid Protections (if any).
- e. Stalking Horse Procedures: The Debtors may, in consultation with the Committee:
 - i. designate a bidder per Subject Property as a stalking horse bidder (the “Stalking Horse Bidder”), whose bid shall serve as the stalking horse bid (the “Stalking Horse Bid”), and
 - ii. execute, subject to higher or otherwise better offers, a purchase agreement memorializing the proposed transaction set forth in the Stalking Horse Bid (a “Stalking Horse Agreement”), which may include:
 1. a break-up fee of no more than 3% of the total cash consideration payable under such Stalking Horse Agreement (the “Break-Up Fee”) plus
 2. an expense reimbursement for the Stalking Horse Bidder’s actual out-of-pocket costs of up to \$100,000 (the “Expense Reimbursement” and, together with the Break-Up Fee, the “Bid Protections”); *provided, however*, that the aggregate Bid Protections with respect to any Stalking Horse Bid shall not exceed 5% of the total cash consideration offered in such Stalking Horse Bid.

To the extent the Debtors designate more than one Stalking Horse Bidder pursuant to these Bid Procedures, no two Stalking Horse Bidders will be designated with respect to the same Subject Property. The Bid Protections shall only be payable upon consummation of an alternative transaction. The Debtors shall not pay a Break-Up Fee to any Stalking Horse Bidder on account of the portion of the purchase price of such bid that is a credit bid, assumption of liabilities, or other non-cash (or cash-equivalent) consideration, nor provide any Bid Protections to an insider or affiliate of the Debtors.

To the extent the Debtors, in consultation with the Committee, determine to offer Bid Protections to any Stalking Horse Bidder, the Debtors shall disclose such Bid Protections in a corresponding notice designating such Stalking Horse Bidder (the “Stalking Horse Notice”) to be filed and served seven (7) calendar days prior to the filing of the corresponding Sale Notice. A Stalking Horse Notice, if filed, shall also include:

- i. a copy of the Stalking Horse Agreement;
- ii. an appropriate declaration in support of the proposed Bid

Protections (the “Bid Protections Declaration”); and

- iii. a proposed form of order approving the Bid Protections (the “Stalking Horse Order”).

Any objection to (i) the Bid Protections set forth in the Stalking Horse Notice, or (ii) the form of Stalking Horse Order (a “Stalking Horse Objection”), shall be filed no later than ten (10) calendar days after the filing of the Stalking Horse Notice; *provided, however*, any such Stalking Horse Objection shall be limited to whether the Stalking Horse Notice and Stalking Horse Order are consistent with the Bid Protections provided for herein. If a timely Stalking Horse Objection is filed, the Debtors are authorized to file a notice seeking an expedited hearing with respect to the Stalking Horse Objection on not less than three (3) calendar days’ notice. Absent any timely Stalking Horse Objection, the Court may enter the Stalking Horse Order without further hearing.

- f. Auction: If a qualified overbid is received prior to the Objection Deadline, the Debtors shall file and serve notice of the Auction to the Stalking Horse Bidder, all overbidders, any parties filing objections by the Objection Deadline, and the Notice Parties not less than seven (7) days prior to the date scheduled for the Auction.

- g. If No Objection: If the Objection Deadline passes without the filing of an Objection or submission of an overbid or any such response is withdrawn, the Debtors shall file a Certificate of No Objection and the Debtors shall submit a proposed order substantially in the form attached to the Sale Notice as Exhibit 1 (the “Large Asset Sale Order”). The Debtors may proceed with closing the sale of the Subject Property upon entry of the Large Asset Sale Order.

- h. Sale Hearing: If an Objection is filed or an overbid is submitted prior to the Objection Deadline and not withdrawn, the Debtors will set a Sale Hearing giving no less than seven (7) days’ notice to (i) the Buyer; (ii) any party that filed an Objection or submitted an overbid; (iii) and the Notice Parties.

- i. Free and Clear: Large Asset Sales of Socotra Properties pursuant to these Socotra Sale Procedures shall be free and clear of liens and encumbrances to the extent provided under the Bankruptcy Code, with any such liens of any kind or nature to attach to the net proceeds of the sale in the order of their priority, with the same validity, force and effect which they had immediately prior to the sale as against such Socotra Property. The sale proceeds of a Large Asset Sale shall be distributed according to the terms of paragraphs 14 – 19 below.

8. The forms of Sale Notices attached hereto as **Exhibits B and C** are approved.

9. The forms of Small Asset Sale Order and Large Asset Sale Order, each attached as

Exhibit 1 to the respective form of Sale Notices, are approved.

10. The form of the Stalking Horse Notice attached hereto as **Exhibit D** is approved.

11. The form of the Stalking Horse Order attached as Exhibit 1 to the Stalking Horse

Notice is approved.

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12. To the extent that any counterparty to a Lease fails to timely object to the sale of a Subject Property or the assumption and assignment of its Lease to the Buyer, such counterparty is deemed to have consented to the assignment of its Lease to the Buyer.

13. The Debtors shall pay directly from escrow the Closing Costs, any outstanding property taxes applicable to the Debtors, and any other uncontested liens, if any, senior in priority to that of Socotra's lien.

14. At the close of each sale of a Socotra Property (the "Closing" and the date on which it is Closed, the "Closing Date"):

a. First, Socotra shall be paid from escrow 81.88% of the outstanding principal balance of the loan as of the Petition Date⁵ secured by the Socotra Property being sold (each, a "Socotra Outstanding Principal"), with no restrictions on distribution.

b. Second, the Debtors shall be paid from escrow 4% of the sale proceeds net of Closing Costs.

c. Third, the Debtors shall deposit the balance of the sales proceeds (as deposited, the "Escrowed Balances") in a segregated, interest-bearing account at a financial institution mutually agreeable to the Debtors and Socotra (the "Socotra Properties Proceeds Account") in accordance with paragraph 17 below. Notwithstanding the foregoing, if the sales proceeds remaining after payment to Socotra and the Debtors pursuant to paragraphs 14(a) and (b) above is less than 125% of the outstanding balance as of the Closing Date (after payment to Socotra pursuant to paragraph 14(a) above), of Socotra's remaining full asserted loan balance (including, but not limited to, principal, interest, fees, etc.) secured by the Socotra Property being sold (each, a "Total Socotra Property Claim"), then the payment to Socotra pursuant to paragraph 14(a) above shall be 100% of the applicable Socotra Outstanding Principal, and the balance of the sale proceeds remaining after such payment to Socotra and the payment to Debtors pursuant to paragraph 14(b) above, shall be held in the Socotra Properties Proceeds Account, subject to paragraphs 15 and 17 below.

⁵ "Petition Date" is defined as the date on which the Debtor/owner of the Subject Property filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code.

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1 15. Unless the Debtors have, or the Committee has, filed a complaint on behalf of the
2 Debtors' estates commencing an adversary proceeding against Socotra in these Chapter 11 Cases
3 (the "Socotra Adversary Proceeding"), the Debtors shall cause (a) the Escrowed Balances up to
4 the amount of the applicable Total Socotra Property Claim as of such date that is three months
5 after the Closing Date to be released to Socotra, without further restrictions; and (b) any amounts
6 remaining in the Socotra Properties Proceeds Account after satisfaction in full of a Total Socotra
7 Property Claim to be released to the Debtors.

8 16. The filing of a complaint commencing the Socotra Adversary Proceeding shall not
9 alter the payments described in paragraph 14 above.

10 17. All Escrowed Balances shall be deposited into the Socotra Properties Proceeds
11 Account. The Escrowed Balances shall not be used for any purpose except (a) as set forth in
12 paragraph 15 above; or (b) pursuant to a final Court order or judgment entered in the Socotra
13 Adversary Proceeding; or (c) pursuant to further Court-approved agreement between the Debtors
14 and Socotra.

15 18. Socotra shall have consultation rights on any proposed sale of Socotra Properties
16 where the estimated sale proceeds net of Closing Costs are insufficient to satisfy the applicable
17 Total Socotra Property Claim for such Socotra Property to be sold, as of the Closing Date, and
18 before distribution to the Debtors under paragraph 14(b) above.

19 19. For any sale of a Socotra Property Closing after June 30, 2026, the Debtors shall
20 direct payment, from escrow, to Socotra of the applicable Total Socotra Property Claim for such
21 Socotra Property, as of the Closing Date, regardless of whether the Socotra Adversary Proceeding
22 has been commenced unless, as of the Closing Date, (i) a judgment has been entered against
23 Socotra in the Socotra Adversary Proceeding; or (ii) with respect to the particular Socotra
24 Property being sold, the Court has disallowed Socotra's claim against the Debtor-owner of such
25 Socotra Property.

26 20. The terms of paragraphs 14 through 19 above shall be incorporated into any plan
27 of reorganization or liquidation.
28

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21. These Socotra Sale Procedures shall not apply to sales of Socotra Property to “insiders” of the Debtors as that term is defined in section 101(31) of the Bankruptcy Code.

22. All parties’ rights under the Bankruptcy Code to object to a Sale Notice, their treatment thereunder and/or to an interest in the Socotra Properties, including the right to seek relief from the automatic stay from the Bankruptcy Court, are preserved. Secured creditors’ rights to credit bid pursuant to section 363(k) of the Bankruptcy Code are preserved and shall not be required to pay Closing Costs or Bid Protections unless there is a prior written agreement or order of the Court.

23. This Order shall be effective immediately upon entry, and any stay of orders provided for in Bankruptcy Rules 6004 or 6006 or any other provision of the Bankruptcy Code or Bankruptcy Rules is expressly lifted. The Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order, and may, in their discretion and without further delay, take any action and perform any act authorized under this Order.

24. Nothing contained in the Motion, the Sale Notice, or this Order is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors’ or any appropriate party in interest’s rights to dispute the amount of, basis for, or validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder; or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy, other than those identified in the Sale Notice, between the Debtors and any third party under section 365 of the Bankruptcy Code.

25. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

26. The Debtors are authorized to make non-substantive changes to the documents referenced herein without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the aforementioned documents prior to their distribution.

1 27. The Court retains exclusive jurisdiction with respect to all matters arising from or
2 related to the implementation, interpretation, and enforcement of this Order.

3 ** END OF ORDER **

4
5 **APPROVED AS TO FORM:**

6 SHEPPARD, MULLIN, RICHTER & HAMPTON
7 LLP

8 By: 
9 Theodore A. Cohen
10 Attorneys for Socotra Capital, Inc.

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COURT SERVICE LIST

All ECF Participants

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Exhibit A
(Schedule of Properties)

Common Name	APN	Address	City	State	LP / LLC Ownership Name	Lender
Cottage Inn & Spa	018-171-019; 018-171-031	302 304 310 1st Street East	Sonoma	CA	Sienna Pointe, LLC	Socotra
An Inn to Remember	018-202-051	171 West Spain Street	Sonoma	CA	Sienna Pointe, LLC	Socotra
Thornberry Single Family	127-192-056	1870 Thornberry Road	Sonoma	CA	RT Capitol Mall, LP	Socotra
Coco Planet	128-082-011	921 Broadway	Sonoma	CA	RT Capitol Mall, LP	Socotra
635 Broadway	018-301-010	635 Broadway	Sonoma	CA	Ginko Tree LP / Buckeye, LP	Socotra
Broadway Square	018-301-009	645-651 Broadway/10 Maple Street	Sonoma	CA	Ginko Tree LP / Buckeye, LP	Socotra
The Broadway	128-181-029	1161-1167 Broadway	Sonoma	CA	Ginko Tree LP / Buckeye, LP	Socotra
Broadway Office	128-181-028	1151 Broadway	Sonoma	CA	Ginko Tree LP / Buckeye, LP	Socotra
596 3rd Street East	018-271-037	596 3rd Street East	Sonoma	CA	Ginko Tree LP	Socotra
Sonoma Farmhouse Townhouses / Yellow Farmhouse Vacation Rental	018-201-003	446 3rd Street West	Sonoma	CA	Red Spruce Tree LP	Socotra
Sonoma Farmhouse Townhouses / Red Farmhouse Vacation Rental	018-201-004	454 3rd Street West	Sonoma	CA	Red Spruce Tree LP	Socotra
789 Cordilleras Drive	023-010-069	789 Cordilleras Drive	Sonoma	CA	Black Walnut, LP	Socotra
19450 Old Winery Road	127-242-049	19450 Old Winery Road	Sonoma	CA	RT Capitol Mall, LP	Socotra
222-226 West Spain Street	018-151-005	222-226 West Spain Street	Sonoma	CA	RT Capitol Mall, LP	Socotra
24265 Arnold Drive (The 'Circus' House)	128-484-009	24265 Arnold Drive	Sonoma	CA	Fire Tree I, LP	Socotra
24321 Arnold Drive (The 'Water Tower' House)	128-484-010	24321 Arnold Drive	Sonoma	CA	Fire Tree I, LP	Socotra
786-790 Broadway SFR	018-352-043	786 Broadway	Sonoma	CA	Fire Tree I, LP	Socotra
786-790 Broadway SFR	018-352-044	790 Broadway	Sonoma	CA	Fire Tree I, LP	Socotra
17700 Highway 12	056-303-025	17700 Sonoma Highway	Sonoma	CA	Fire Tree III, LP	Socotra
377 West Spain Street	018-192-028	377 West Spain Street	Sonoma	CA	Beach Pine, LP	Socotra
20564 Broadway	128-321-008	20564 Broadway	Sonoma	CA	Black Walnut, LP	Socotra
653 3rd Street West	018-283-005	653 3rd Street West	Sonoma	CA	Black Walnut, LP	Socotra
391-455 Oak Street and 19173 Railroad Avenue	052-402-022	391-455 Oak Street and 19173 Railroad Avenue	Sonoma	CA	Black Walnut, LP	Socotra
Sojourn Tasting Room	018-261-006	141-145 East Napa Street	Sonoma	CA	Sienna Pointe, LLC	Socotra
Tank House Farms Meat Processing	128-461-009; 128-471-012	23250 Maffei Road	Sonoma	CA	Sienna Pointe, LLC	Socotra
925-927 Broadway Street	128-082-015	925-927 Broadway	Sonoma	CA	Sienna Pointe, LLC	Socotra
Meadowlark/Arnold	128-484-013	101 Meadowlark Lane	Sonoma	CA	Sienna Pointe, LLC	Socotra
Fruit Basket	128-484-003	24101 Arnold Drive	Sonoma	CA	Sienna Pointe, LLC	Socotra
Meadowlark/Arnold	128-484-024	24151 Arnold Drive	Sonoma	CA	Sienna Pointe, LLC	Socotra
Meadowlark/Arnold	128-484-014	310 Meadowlark Lane	Sonoma	CA	Sienna Pointe, LLC	Socotra
Meadowlark/Arnold	128-484-033; 128-484-034	201 Meadowlark Lane	Sonoma	CA	Fire Tree III, LP	Socotra
16721 Sonoma Highway	056-562-020	16721 Sonoma Highway	Sonoma	CA	Buckeye Tree LP	Socotra
Perris Properties on Wilkerson	310-061-023	333 Wilkerson Avenue	Perris	CA	Windtree, LP	Socotra
Perris Properties on Wilkerson	310-070-078	371 Wilkerson Avenue	Perris	CA	Windtree, LP	Socotra
Perris Properties on Wilkerson	310-081-012	411 Wilkerson Avenue	Perris	CA	Windtree, LP	Socotra
19340 7th Street East	127-242-025	19340 7th Street East	Sonoma	CA	Golden Tree, LP	Socotra
Pinyon Creek II - 107 Quail Court	107-170-035	107 Quail Court	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 109 Quail Court	107-170-036	109 Quail Court	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 10306 Badger Lane	107-170-003	10306 Badger Lane	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 10308 Badger Lane	107-170-004	10308 Badger Lane	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 10326 Badger Lane	107-170-007	10326 Badger Lane	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 10328 Badger Lane	107-170-008	10328 Badger Lane	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 10334 Badger Lane	107-170-009	10334 Badger Lane	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 10336 Badger Lane	107-170-010	10336 Badger Lane	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 10342 Badger Lane	107-170-011	10342 Badger Lane	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 10344 Badger Lane	107-170-012	10344 Badger Lane	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 10393 Badger Lane	107-170-026	10393 Badger Lane	Truckee	CA	LeFever Mattson	Socotra
Pinyon Creek II - 10395 Badger Lane	107-170-025	10395 Badger Lane	Truckee	CA	LeFever Mattson	Socotra
430 West Napa Street	018-193-048	430 West Napa Street	Sonoma	CA	Windscape Apartments, LLC	Socotra
446-462 West Napa Street	018-193-041	446 West Napa Street	Sonoma	CA	Windscape Apartments, LLC	Socotra
446-462 West Napa Street	018-193-040	454 West Napa Street	Sonoma	CA	Windscape Apartments, LLC	Socotra
446-462 West Napa Street	018-193-039	462 West Napa Street	Sonoma	CA	Windscape Apartments, LLC	Socotra
24160 Turkey Road, 24237 Arnold Drive	128-484-066; 128-484-067	24160 Turkey Road, 24237 Arnold Drive	Sonoma	CA	Windscape Apartments, LLC	Socotra
Fence Post	126-032-037	1025 Napa Road	Sonoma	CA	Windscape Apartments, LLC	Socotra
900 East Napa Street	127-231-040	900 East Napa Street	Sonoma	CA	Windscape Apartments, LLC	Socotra
424 2nd Street W	018-202-002	424 2nd Street West	Sonoma	CA	Windscape Apartments, LLC	Socotra
The Post (Fly Fishing Venue)	128-461-029	24120 Arnold Drive	Sonoma	CA	Windscape Apartments, LLC	Socotra
Ravenswood Winery	127-051-073; 127-051-074	18701 Gehricke Road	Sonoma	CA	Windscape Apartments, LLC	Socotra
1045 Bart Road (Adjacent to Ravenswood Winery)	127-051-059	1045 Bart Road	Sonoma	CA	Windscape Apartments, LLC	Socotra

Exhibit B
(Form of Small Asset Sale Notice)

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425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

KELLER BENVENUTTI KIM LLP
TOBIAS S. KELLER (Cal. Bar No. 151445)
(tkeller@kbbkllp.com)
DAVID A. TAYLOR (Cal. Bar No. 247433)
(dtaylor@kbbkllp.com)
THOMAS B. RUPP (Cal. Bar No. 278041)
(trupp@kbbkllp.com)
425 Market Street, 26th Floor
San Francisco, California 94105
Telephone: (415) 496-6723
Facsimile: (650) 636-9251

*Attorneys for the Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION**

In re:

LEFEVER MATTSON, a California
corporation, *et al.*,¹

Debtors.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**NOTICE OF SALE OF SUBJECT
PROPERTY LOCATED AT [INSERT
SUBJECT PROPERTY ADDRESS]**

(SMALL ASSET SALE)

**LIEN HOLDER: [Name of Secured
Party(ies)]**

¹ The last four digits of LeFever Mattson's tax identification number are 7537. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://veritaglobal.net/LM>. The address for service on the Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621.

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PLEASE TAKE NOTICE THAT pursuant to the *Order Establishing Procedures for Real Property Sales (Socotra Collateral)* [Dkt. No. ____] (the “Socotra Sale Procedures Order”)² entered on [DATE], LeFever Mattson, a California corporation, and certain of its affiliates that are debtors and debtors in possession (the “Debtors”) in the above-captioned chapter 11 cases, propose to sell certain of their real property in accordance with the approved Socotra Sale Procedures. The proposed sale has the following terms:

1. The address of the property proposed to be sold (the “Subject Property”):

[STREET]
[CITY, STATE, ZIP CODE]
[TAX IDENTIFICATION NUMBER]

The sale price is \$ ____.

Title holder of the Subject Property: [NAME]

[NAME OF SECURED PARTY(IES)] holds a lien against the Subject Property in the amount of \$ _____. Upon closing of the sale, the lien(s) [DESCRIPTION OF (I) TREATMENT OF LIEN; (II) BASIS FOR ANY DISPUTE OF THE LIEN; (III) RECORDING DATE AND INSTRUMENT NUMBER; AND (IV) GROUNDS ASSERTED FOR SELLING FREE AND CLEAR OF THE LIEN PURSUANT TO § 363(f)]

The Subject Property was marketed as follows: [DESCRIPTION OF MARKETING]. [DESCRIPTION OF BASIS FOR CONCLUSION THAT THE PRICE AND TERMS ARE REASONABLE AND IN THE BEST INTERESTS OF THE DEBTORS’ BANKRUPTCY ESTATES ACCORDING TO THEIR BUSINESS JUDGMENT.]

Proposed Buyer: [NAME]

Known connections to the Debtors: [DESCRIPTION, IF ANY]

Pursuant to section 363(f) of the Bankruptcy Code, the Debtors may sell the Subject Property free and clear of all liens for the following reason(s): [SUMMARY OF THE DEBTORS’ EVIDENCE SUPPORTING A SALE FREE AND CLEAR OF LIENS.]

Broker: [NAME]

Known connections to the Debtors: [DESCRIPTION, IF ANY]

Compensation: ____% of Sale Price (\$ ____)

Date and Docket Number of Employment Order: [INSERT]

The following unexpired leases or executory contracts (the “Leases”) are associated with the Subject Property:

Counter Party	Title	Treatment	Cure Amount (if any)

² Capitalized terms not otherwise defined herein shall have the meaning given to them in the Socotra Sale Procedures Order.

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Adequate assurance information: *[DESCRIPTION OF BUYER'S EVIDENCE THAT IT CAN PROVIDE ADEQUATE ASSURANCE OF FUTURE PERFORMANCE OF THE ASSIGNED LEASES]*

Title and escrow company: *[NAME]*

Escrow number: *[NUMBER]*

Closing payments and treatment of liens: *[DESCRIPTION INCLUDING AMOUNTS OF ALL CLOSING COSTS; MAY ATTACH CLOSING STATEMENT PROVIDED BY TITLE COMPANY]*

Estimated Net Proceeds of Sale: *[AMOUNT]*

PLEASE TAKE FURTHER NOTICE THAT this Sale Notice shall be served by mail upon (i) the United State Trustee (the "U.S. Trustee"); (ii) counsel to the Committee; (iii) any holders of interests in the Subject Property, including interest holders in the applicable Debtor; (iv) counter-parties to the Leases; and (v) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties").

PLEASE TAKE FURTHER NOTICE THAT any objection to the proposed sale or the assumption and assignment of the Leases or request for hearing (the "Objection") must be served upon counsel for the Debtors and filed with the Court not more than twenty-one (21) calendar days after service of the Sale Notice unless the Sale Notice specifies a longer period or a shorter period is ordered by the Court (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE THAT there shall be no overbids.

PLEASE TAKE FURTHER NOTICE THAT there shall be no stalking horse procedures; however, the Debtors reserve the right to request such procedures should they, in their sole discretion determine that a stalking horse procedure would benefit the estates.

PLEASE TAKE FURTHER NOTICE THAT if the Objection Deadline passes without the filing of an Objection or any such response is withdrawn, the Debtors shall file a declaration attesting that no Objection was filed or served on the Debtors and the Debtors shall submit a proposed order substantially in the form attached hereto as **Exhibit 1** (the "Small Asset Sale Order"). The Debtors may proceed with closing the sale of the Subject Property upon entry of the Small Asset Sale Order.

PLEASE TAKE FURTHER NOTICE THAT if an Objection is filed prior to the Objection Deadline and not withdrawn, the Debtors will set a hearing (the "Sale Hearing") giving no less than seven (7) days' notice to (i) the Buyer; (ii) any party that filed an Objection; (iii) and the Notice Parties.

PLEASE TAKE FURTHER NOTICE THAT to the extent that any counterparty to a Lease fails to timely object to the sale of the Subject Property or the assumption and assignment of its Lease to the Buyer, such counterparty is deemed to have consented to the assignment of its Lease to the Buyer.

1 **PLEASE TAKE FURTHER NOTICE THAT** the sale pursuant to these Socotra Sale
2 Procedures shall be free and clear of liens and encumbrances to the extent provided under the
3 Bankruptcy Code, with any such liens or encumbrances of any kind or nature to attach to the net
proceeds of the sale in the order of their priority, with the same validity, force and effect which
they had immediately prior to sale as against the Subject Property.

4 Dated: _____

KELLER BENVENUTTI KIM LLP

By: /s/ EXHIBIT

Gabrielle L. Albert

*Attorneys for the Debtors and Debtors in
Possession*

KELLER BENVENUTTI KIM LLP
425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

Exhibit 1
(Proposed Sale Order)

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KELLER BENVENUTTI KIM LLP
425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

KELLER BENVENUTTI KIM LLP
TOBIAS S. KELLER (Cal. Bar No. 151445)
(tkeller@kbbkllp.com)
DAVID A. TAYLOR (Cal. Bar No. 247433)
(dtaylor@kbbkllp.com)
THOMAS B. RUPP (Cal. Bar No. 278041)
(trupp@kbbkllp.com)
425 Market Street, 26th Floor
San Francisco, California 94105
Telephone: (415) 496-6723
Facsimile: (650) 636-9251

*Attorneys for the Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION**

In re:

LEFEVER MATTSON, a California
corporation, *et al.*,¹

Debtors.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**[PROPOSED] ORDER APPROVING
ASSET SALE OF THE PROPERTY
LOCATED AT [INSERT SUBJECT
PROPERTY ADDRESS]**

¹ The last four digits of LeFever Mattson's tax identification number are 7537. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://veritaglobal.net/LM>. The address for service on the Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621.

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425 MARKET STREET, 26TH FLOOR
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Upon submission of the Certificate of No Objection regarding the proposed sale (the “Sale”) of the property located at _____ (the “Subject Property”) as contemplated by the Socotra Sale Procedures approved by the *Order Establishing Omnibus Procedures for Real Property Sales (Socotra Collateral)* [Dkt. No. ____] (the “Socotra Sale Procedures Order”), ²filed by the above-captioned debtors and debtors in possession (the “Debtors”); the Court having reviewed the *Notice of Sale of Subject Property Located at [INSERT SUBJECT PROPERTY ADDRESS]* dated ____, 2025 [Dkt. No. ____] (the “Sale Notice”); and the Court having found that (i) the Court has jurisdiction to consider the proposed sale pursuant to 28 U.S.C. §§ 157 and 1334, and the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern District of California (the “Bankruptcy Local Rules”); (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); (iv) the Sale Notice was sufficient under the circumstances; and (v) all Notice Parties have been served with Sale Notice; and after due deliberation the Court having determined that the relief requested in the Sale Notice is in the best interests of the Debtors, their estates, and their creditors; and good and sufficient cause having been shown;

IT IS HEREBY ORDERED THAT:

1. The proposed Sale of the Subject Property located at _____, APN number ____, owned by [NAME OF DEBTOR(S)], to [NAME OF BUYER] (the “Buyer”), pursuant to the terms of the purchase agreement attached hereto as Exhibit 1, is approved.

2. The Buyer’s offer was the highest and otherwise best offer for the Subject Property.

3. The Sale Notice has been served on all Notice Parties.

4. Pursuant to the Sale Notice and section 363(f) of the Bankruptcy Code, the Sale shall be free and clear of liens, claims and encumbrances to the extent provided under the Bankruptcy Code, with any such liens or encumbrances of any kind or nature to attach to the net

² Capitalized terms not otherwise defined herein shall have the meanings given to them in the Socotra Sale Procedures Order.

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SAN FRANCISCO, CALIFORNIA 94105

proceeds of the sale in the order of their priority, with the same validity, force and effect which they had immediately prior to sale as against the Subject Property.

5. The Debtors shall pay directly from escrow the Closing Costs, any outstanding property taxes applicable to the Debtors, and any other uncontested liens, if any, senior in priority to that of Socotra's lien.

6. At the close of the sale of the Subject Property (the "Closing" and the date on which it is Closed, the "Closing Date"):

a. First, Socotra shall be paid from escrow 81.88% of the of the outstanding principal balance of the loan as of the Petition Date³ secured by the Socotra Property being sold (the "Socotra Outstanding Principal"), with no restrictions on distribution.

b. Second, the Debtors shall be paid from escrow 4% of the sale proceeds net of Closing Costs.

c. Third, the Debtors shall deposit the balance of the sale proceeds (as deposited, the "Escrowed Balances") in a segregated, interest-bearing account at a financial institution mutually agreeable to the Debtors and Socotra (the "Socotra Properties Proceeds Account") in accordance with paragraph 17 of the Socotra Sale Procedures Order. Notwithstanding the foregoing, if the sale proceeds remaining after payment to Socotra and the Debtors pursuant to paragraphs 6(a) and (b) above is less than 125% of the outstanding balance (after payment to Socotra pursuant to paragraph 6(a) above), of Socotra's remaining full asserted loan balance as of the Closing Date (including, but not limited to, principal, interest, fees, etc.) secured by the Subject Property, then the payment to Socotra pursuant to paragraph 6(a) above shall be 100% of the applicable Socotra Outstanding Principal, and the balance of the sale proceeds remaining after such payment to Socotra and the payment to Debtors pursuant to paragraph 6(b) above, shall be held in the Socotra Properties Proceeds Account, subject to paragraphs 15 and 17 of the Socotra Sale Procedures Order.

³ "Petition Date" is defined as the date on which the Debtor/owner of the Subject Property filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code.

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7. The Debtors are authorized to fully assume, perform under, consummate and implement the sale agreement and all additional instruments and documents that may be reasonably necessary or desirable to implement the sale, including the purchase and sale agreement and escrow instructions.

8. Pursuant to Bankruptcy Code section 365(a), the Debtors are authorized to assume the Lease(s) identified in the Sale Notice.

9. Pursuant to Bankruptcy Code section 365(f), the Debtors are authorized to assign the Lease(s) to the Buyer and, pursuant to Bankruptcy Code section 365(k), the Debtors shall be relieved from any liability for any breach of the lease after such assignment, both effective upon the closing of the Sale.

10. The Debtors, and any escrow agent upon the Debtors' written instruction, shall pay directly from escrow upon closing (i) all Closing Costs, including but not limited to, the real estate commission of the Broker(s) and FTI's advisory and transaction fee, subject to paragraph 11 of the *Order Authorizing Employment of FTI Consulting, Inc. as Real Estate Advisors, Effective as of November 12, 2024* [ECF No. 641], costs of sale, and escrow costs and (ii) any outstanding property taxes.

11. This Order shall be effective immediately upon entry, and any stay of orders provided for in Bankruptcy Rules 6004 or 6006 or any other provision of the Bankruptcy Code or Bankruptcy Rules is expressly lifted. The Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order, and may, in their discretion and without further delay, take any action and perform any act authorized under this Order.

12. Nothing contained in the Sale Notice or this Order is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder; or (iv) an approval, assumption, adoption, or rejection

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1 of any agreement, contract, lease, program, or policy, other than those identified in the Sale Notice,
2 between the Debtors and any third party under section 365 of the Bankruptcy Code.

3 13. The Debtors are hereby authorized to take such actions and to execute such
4 documents as may be necessary to implement the relief granted by this Order.

5 14. The Debtors are authorized to make non-substantive changes to the documents
6 referenced herein without further order of the Court, including, without limitation, changes to
7 correct typographical and grammatical errors and to make conforming changes among the
8 aforementioned documents prior to their distribution.

9 15. The Court retains exclusive jurisdiction with respect to all matters arising from or
10 related to the implementation, interpretation, and enforcement of this Order.

11 ** END OF ORDER **

Exhibit C
(Form of Large Asset Sale Notice)

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SAN FRANCISCO, CALIFORNIA 94105

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KELLER BENVENUTTI KIM LLP
425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

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*Attorneys for the Debtors and
Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION

In re:

LEFEVER MATTSON, a California
corporation, *et al.*,¹

Debtors.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**NOTICE OF SALE OF SUBJECT
PROPERTY**

(LARGE ASSET SALE)

**LIEN HOLDER: [Name of Secured
Party(ies)]**

¹ The last four digits of LeFever Mattson's tax identification number are 7537. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://veritaglobal.net/LM>. The address for service on the Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621.

KELLER BENVENUTTI KIM LLP
425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

PLEASE TAKE NOTICE THAT pursuant to the *Order Establishing Omnibus Procedures for Real Property Sales (Socotra Collateral)* [Dkt. No. ____] (the “Socotra Sale Procedures Order”)² entered on [DATE], LeFever Mattson, a California corporation, and certain of its affiliates that are debtors and debtors in possession (the “Debtors”) in the above-captioned chapter 11 cases, propose to sell certain of their real property in accordance with the approved Socotra Sale Procedures. The proposed sale has the following terms:

The address of the property proposed to be sold (the “Subject Property”):

[STREET]
[CITY, STATE, ZIP CODE]
[TAX IDENTIFICATION NUMBER]

The sale price is \$ ____.

Title holder of the Subject Property: [NAME]

[NAME OF SECURED PARTY] holds a lien against the Subject Property in the amount of \$ _____. Upon closing of the sale, the lien [DESCRIPTION OF (I) TREATMENT OF LIEN; (II) BASIS FOR ANY DISPUTE OF THE LIEN; (III) RECORDING DATE AND NUMBER OF SUCH LIEN; AND (IV) GROUNDS ASSERTED FOR SELLING FREE AND CLEAR OF THE LIEN PURSUANT TO § 363(f)]

The Subject Property was marketed as follows: [DESCRIPTION OF MARKETING]. [DESCRIPTION OF BASIS FOR CONCLUSION THAT THE PRICE AND TERMS ARE REASONABLE AND IN THE BEST INTERESTS OF THE DEBTORS’ BANKRUPTCY ESTATES ACCORDING TO THEIR BUSINESS JUDGMENT.]

Proposed Buyer: [NAME]

Known connections to the Debtors: [DESCRIPTION, IF ANY]

Pursuant to section 363(f) of the Bankruptcy Code, the Debtors may sell the Subject Property free and clear of all liens for the following reason(s): [SUMMARY OF THE DEBTORS’ EVIDENCE SUPPORTING A SALE FREE AND CLEAR OF LIENS.]

Broker: [NAME]

Known connections to the Debtors: [DESCRIPTION, IF ANY]

Compensation: ____% of Sale Price (\$ ____)

Date and Docket Number of Employment Order: [INSERT]

The following unexpired leases or executory contracts (the “Leases”) are associated with the Subject Property:

Counter Party	Title	Treatment	Cure Amount (if any)

² Capitalized terms not otherwise defined herein shall have the meaning given to them in the Socotra Sale Procedures Order.

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425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

Adequate assurance information: *[DESCRIPTION OF BUYER'S EVIDENCE THAT IT CAN PROVIDE ADEQUATE ASSURANCE OF FUTURE PERFORMANCE OF THE ASSIGNED LEASES]*

Title and escrow company: *[NAME]*

Escrow number: *[NUMBER]*

Closing payments and treatment of liens: *[DESCRIPTION INCLUDING AMOUNTS OF ALL CLOSING COSTS; MAY ATTACH CLOSING STATEMENT PROVIDED BY TITLE COMPANY]*

Estimated Net Proceeds of Sale: *[AMOUNT]*

Auction Procedures: If a qualified overbid is received prior to the Objection Deadline (as defined below), the Debtors shall conduct an auction (the "Auction") according to the procedures (the "Auction Procedures") attached hereto as **Exhibit 2**.

PLEASE TAKE FURTHER NOTICE THAT this Sale Notice shall be served by mail upon (i) the United State Trustee (the "U.S. Trustee"); (ii) counsel to the Committee; (iii) any holders of interests in the Subject Property, including interest holders in the applicable Debtor; (iv) counter-parties to the Leases; and (v) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties").

PLEASE TAKE FURTHER NOTICE THAT any objection to the proposed sale, the Auction Procedures, or the assumption of the Leases or request for hearing (the "Objection") must be served upon counsel for the Debtors and filed with the Court not more than twenty-one (21) calendar days after service of the Sale Notice unless the Sale Notice specifies a longer period or a shorter period is ordered by the Court (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE THAT parties wishing to submit to an overbid for the Subject Property must do so in writing on or before the Objection Deadline by emailing it to Greg Gotthardt at greg.gotthardt@fticonsulting.com. Overbids must be accompanied by a good faith deposit of 10% of the proposed sale price. Overbids must be for 2% on sales up to \$10,000,000 and for 1% for sales over \$10,000,000 plus Bid Protections (if any).

PLEASE TAKE FURTHER NOTICE THAT if a qualified overbid is received prior to the Objection Deadline, the Debtors shall provide notice of the Auction to the Stalking Horse Bidder, all overbidders, any parties filing objections prior to the Objection Deadline, and the Notice Parties not less than seven (7) days prior to the scheduled Auction.

PLEASE TAKE FURTHER NOTICE THAT if the Objection Deadline passes without the filing of an Objection or submission of a qualified overbid or any such response is withdrawn, the Debtors shall file a Certificate of No Objection and the Debtors shall submit a proposed order substantially in the form attached to the Sale Notice as Exhibit 1 (the "Large Asset Sale Order"). The Debtors may proceed with closing the sale of the Subject Property upon entry of the Large Asset Sale Order.

PLEASE TAKE FURTHER NOTICE THAT if an Objection is filed or a qualified overbid is submitted prior to the Objection Deadline and not withdrawn, the Debtors will set a Sale Hearing giving no less than seven (7) days' notice to (i) the Buyer; (ii) any party that filed an Objection or submitted a qualified overbid; (iii) and the Notice Parties.

PLEASE TAKE FURTHER NOTICE THAT to the extent that any counterparty to a Lease fails to timely object to the sale of the Subject Property or the assumption and assignment of its Lease to the Buyer, such counterparty is deemed to have consented to the assignment of its

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425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

Lease to the Buyer.

PLEASE TAKE FURTHER NOTICE THAT the sale pursuant to these Socotra Sale Procedures shall be free and clear of liens and encumbrances to the extent provided under the Bankruptcy Code, with any such liens or encumbrances of any kind or nature to attach to the net proceeds of the sale in the order of their priority, with the same validity, force and effect which they had immediately prior to sale as against the Subject Property.

Dated: _____

KELLER BENVENUTTI KIM LLP

By: /s/ EXHIBIT

Gabrielle L. Albert

Attorneys for the Debtors and Debtors in Possession

Exhibit 1
(Proposed Sale Order)

KELLER BENVENUTTI KIM LLP
425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION

In re:

LEFEVER MATTSON, a California
corporation, *et al.*,¹

Debtors.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**[PROPOSED] ORDER APPROVING
ASSET SALE OF THE PROPERTY
LOCATED AT [INSERT SUBJECT
PROPERTY ADDRESS]**

¹ The last four digits of LeFever Mattson's tax identification number are 7537. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://veritaglobal.net/LM>. The address for service on the Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621.

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425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

Upon submission of the Certificate of No Objection regarding the proposed sale (the “Sale”) of the property located at _____ (the “Subject Property”) as contemplated by the Socotra Sale Procedures approved by the *Order Establishing Omnibus Procedures for Real Property Sales (Socotra Collateral)* [Dkt. No. ____] (the “Socotra Sale Procedures Order”),² filed by the above-captioned debtors and debtors in possession (the “Debtors”); the Court having reviewed the *Notice of Sale of Subject Property Located at [INSERT SUBJECT PROPERTY ADDRESS]* dated ____, 2025 [Dkt. No. ____] (the “Sale Notice”); and the Court having found that (i) the Court has jurisdiction to consider the proposed sale pursuant to 28 U.S.C. §§ 157 and 1334, and the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern District of California (the “Bankruptcy Local Rules”); (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); (iv) the Sale Notice was sufficient under the circumstances; and (v) all Notice Parties have been served with the Sale Notice; and after due deliberation the Court having determined that the relief requested in the Sale Notice is in the best interests of the Debtors, their estates, and their creditors; and good and sufficient cause having been shown;

IT IS HEREBY ORDERED THAT:

1. The proposed Sale of the Subject Property located at _____, APN number ____, owned by [NAME OF DEBTOR(S)], to [NAME OF BUYER] (the “Buyer”), pursuant to the terms of the purchase agreement attached hereto as Exhibit 1, is approved.

2. The Buyer’s offer was the highest and otherwise best offer for the Subject Property.

3. The Sale Notice has been served on all Notice Parties.

4. Pursuant to the Sale Notice and section 363(f) of the Bankruptcy Code, the Sale shall be free and clear of liens, claims and encumbrances to the extent provided under the Bankruptcy Code, with any such liens or encumbrances of any kind or nature, to the extent not paid pursuant to paragraph 8 below, to attach to the net proceeds of the sale in the order of their

² Capitalized terms not otherwise defined herein shall have the meanings given to them in the Socotra Sale Procedures Order.

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425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

1 priority, with the same validity, force and effect which they had immediately prior to Sale as
2 against the Subject Property.

3 5. The Debtors shall pay directly from escrow the Closing Costs, any outstanding
4 property taxes applicable to the Debtors, and any other uncontested liens, if any, senior in priority
5 to that of Socotra's lien.

6 6. At the close of the sale of the Subject Property (the "Closing" and the date on which
7 it is Closed, the "Closing Date");

8 a. First, Socotra shall be paid from escrow 81.88% of the outstanding principal
9 balance of the loan as of the Petition Date³ secured by the Socotra Property being sold (the "Socotra
10 Outstanding Principal"), with no restrictions on distribution.

11 b. Second, the Debtors shall be paid from escrow 4% of the sale proceeds net
12 of Closing Costs.

13 c. Third, the Debtors shall deposit the balance of the sale proceeds (as
14 deposited, the "Escrowed Balances") in a segregated, interest-bearing account at a financial
15 institution mutually agreeable to the Debtors and Socotra (the "Socotra Properties Proceeds
16 Account") in accordance with paragraph 17 of the Socotra Sale Procedures Order.
17 Notwithstanding the foregoing, if the sale proceeds remaining after payment to Socotra and the
18 Debtors pursuant to paragraphs 6(a) and (b) above is less than 125% of the outstanding balance
19 (after payment to Socotra pursuant to paragraph 6(a) above), of Socotra's remaining full asserted
20 loan balance as of the Closing Date (including, but not limited to, principal, interest, fees, etc.)
21 secured by the Subject Property, then the payment to Socotra pursuant to paragraph 6(a) above
22 shall be 100% of the applicable Socotra Outstanding Principal, and the balance of the sale proceeds
23 remaining after such payment to Socotra and the payment to Debtors pursuant to paragraph 6(b)
24 above, shall be held in the Socotra Properties Proceeds Account, subject to paragraphs 15 and 17
25 of the Socotra Sale Procedures Order.

26
27
28 ³ "Petition Date" is defined as the date on which the Debtor/owner of the Subject Property
filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code.

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7. The Debtors are authorized to fully assume, perform under, consummate and implement the sale agreement and all additional instruments and documents that may be reasonably necessary or desirable to implement the Sale, including the purchase and sale agreement and escrow instructions.

8. Pursuant to Bankruptcy Code section 365(a), the Debtors are authorized to assume the Lease(s) identified in the Sale Notice.

9. Pursuant to Bankruptcy Code section 365(f), the Debtors are authorized to assign the Lease(s) to the Buyer and, pursuant to Bankruptcy Code section 365(k), the Debtors shall be relieved from any liability for any breach of the lease after such assignment, both effective upon the closing of the Sale.

10. The Debtors, and any escrow agent upon the Debtors' written instruction, shall pay directly from escrow upon closing (i) all Closing Costs, including but not limited to, the real estate commission of the Broker(s) and FTI's advisory and transaction fee, subject to paragraph 11 of the *Order Authorizing Employment of FTI Consulting, Inc. as Real Estate Advisors, Effective as of November 12, 2024* [ECF No. 641], costs of sale, and escrow costs, and (ii) any outstanding property taxes.

11. This Order shall be effective immediately upon entry, and any stay of orders provided for in Bankruptcy Rules 6004 or 6006 or any other provision of the Bankruptcy Code or Bankruptcy Rules is expressly lifted. The Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order, and may, in their discretion and without further delay, take any action and perform any act authorized under this Order.

12. Nothing contained in the Sale Notice or this Order is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder; or (iv) an approval, assumption, adoption, or rejection

1 of any agreement, contract, lease, program, or policy, other than those identified in the Sale Notice,
2 between the Debtors and any third party under section 365 of the Bankruptcy Code.

3 13. The Debtors are hereby authorized to take such actions and to execute such
4 documents as may be necessary to implement the relief granted by this Order.

5 14. The Court retains exclusive jurisdiction with respect to all matters arising from or
6 related to the implementation, interpretation, and enforcement of this Order.

7 ** END OF ORDER **
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Exhibit 2
(Auction Procedures)

Exhibit D
(Form of Stalking Horse Notice)

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SAN FRANCISCO, CALIFORNIA 94105

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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION

In re:

LEFEVER MATTSON, a California
corporation, *et al.*,¹

Debtors.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**NOTICE OF DESIGNATION OF
STALKING HORSE BIDDER FOR
SALE OF SUBJECT PROPERTY
LOCATED AT [INSERT SUBJECT
PROPERTY ADDRESS]**

¹ The last four digits of LeFever Mattson's tax identification number are 7537. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://veritaglobal.net/LM>. The address for service on the Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621.

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PLEASE TAKE NOTICE THAT pursuant to the *Order Establishing Omnibus Procedures for Real Property Sales (Socotra Collateral)* [Dkt. No. ____] (the “Socotra Sale Procedures Order”)² entered on [DATE], LeFever Mattson, a California corporation, and certain of its affiliates that are debtors and debtors in possession (the “Debtors”) in the above-captioned chapter 11 cases, propose to sell certain of their real property in accordance with the approved Socotra Sale Procedures and have designated the following:

The address of the property proposed to be sold (the “Subject Property”):

[STREET]
[CITY, STATE, ZIP CODE]

[NAME OF STALKING HORSE BIDDER] shall be the stalking horse bidder (the “Stalking Horse Bidder”) for the Subject Property.

Stalking Horse Bid: [AMOUNT OF BID]

Break-Up Fee: [PERCENTAGE OF SALE PRICE]

Expense Reimbursement Cap: \$100,000

Proviso: The aggregate Break-Up Fee and Expense Reimbursement (the “Bid Protections”) shall not exceed 5.0% of the total cash consideration offered in the Stalking Horse Bid.

PLEASE TAKE FURTHER NOTICE THAT a copy of the agreement between the Debtor and the Stalking Horse Bidder is attached hereto as **Exhibit 2** (the “Stalking Horse Agreement”).

PLEASE TAKE FURTHER NOTICE THAT the declaration of [DECLARANT'S NAME] supporting the Debtors' decision to approve the Stalking Horse Bidder and enter the Stalking Horse Agreement is attached hereto as **Exhibit 3**.

PLEASE TAKE FURTHER NOTICE THAT this Stalking Horse Notice shall be served by mail upon (i) the United State Trustee (the “U.S. Trustee”); (ii) counsel to the Committee; (iii) any holders of interests in the Subject Property, including interest holders in the applicable Debtor; and (iv) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002 (collectively, the “Notice Parties”).

PLEASE TAKE FURTHER NOTICE THAT any objection to (i) the Bid Protections set forth in this Stalking Horse Notice, or (ii) the form of Stalking Horse Order (a “Stalking Horse Objection”), shall be filed no later than ten (10) calendar days after the filing of the Stalking Horse Notice (the “Objection Deadline”); *provided, however*, that any such Stalking Horse Objection shall be limited to whether the Stalking Horse Notice and Stalking Horse Order are consistent with the Bid Protections provided for in the Socotra Sale Procedures Order.

PLEASE TAKE FURTHER NOTICE THAT if the Objection Deadline passes without the filing of a Stalking Horse Objection or any such response is withdrawn, the Debtors shall file a declaration attesting that no Stalking Horse Objection was filed or served on the Debtors and the Debtors shall submit a proposed order substantially in the form attached hereto as **Exhibit 1** (the “Stalking Horse Order”).

² Capitalized terms not otherwise defined herein shall have the meaning given to them in the Socotra Sale Procedures Order.

1 **PLEASE TAKE FURTHER NOTICE THAT** if a Stalking Horse Objection is filed prior
2 to the Objection Deadline and not withdrawn, the Debtors will file a notice seeking an expedited
3 hearing with respect to the Stalking Horse Objection on not less than three (3) calendar days'
4 notice.

5 Dated: _____

KELLER BENVENUTTI KIM LLP

By: /s/ EXHIBIT

Gabrielle L. Albert

*Attorneys for the Debtors and Debtors in
Possession*

KELLER BENVENUTTI KIM LLP
425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

Exhibit 1
(Proposed Stalking Horse Order)

KELLER BENVENUTTI KIM LLP
425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

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KELLER BENVENUTTI KIM LLP
425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

KELLER BENVENUTTI KIM LLP
TOBIAS S. KELLER (Cal. Bar No. 151445)
(tkeller@kbbkllp.com)
DAVID A. TAYLOR (Cal. Bar No. 247433)
(dtaylor@kbbkllp.com)
THOMAS B. RUPP (Cal. Bar No. 278041)
(trupp@kbbkllp.com)
425 Market Street, 26th Floor
San Francisco, California 94105
Telephone: (415) 496-6723
Facsimile: (650) 636-9251

*Attorneys for the Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION**

In re:

LEFEVER MATTSON, a California
corporation, *et al.*,¹

Debtors.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**[PROPOSED] ORDER APPROVING
DESIGNATION OF STALKING
HORSE FOR THE SALE OF THE
PROPERTY LOCATED AT [INSERT
SUBJECT PROPERTY ADDRESS]**

¹ The last four digits of LeFever Mattson's tax identification number are 7537. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://veritaglobal.net/LM>. The address for service on the Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621.

KELLER BENVENUTTI KIM LLP
425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

Upon submission of the Certificate of No Objection regarding the *Notice of Designation of Stalking Horse Bidder for Sale of Subject Property Located at [INSERT SUBJECT PROPERTY ADDRESS]* [Dkt. No. ___] (the “Stalking Horse Notice”) as contemplated by the Socotra Sale Procedures approved by the *Order Establishing Omnibus Procedures for Real Property Sales (Socotra Collateral)* [Dkt. No. ___] (the “Socotra Sale Procedures Order”),² filed by the above-captioned debtors and debtors in possession (the “Debtors”); the Court having reviewed the Stalking Horse Notice and the exhibits thereto; and the Court having found that (i) the Court has jurisdiction to consider the proposed sale pursuant to 28 U.S.C. §§ 157 and 1334, and the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern District of California (the “Bankruptcy Local Rules”); (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and (iv) the Stalking Horse Notice was sufficient under the circumstances; and after due deliberation the Court having determined that the relief requested in the Stalking Horse Notice is in the best interests of the Debtors, their estates, and their creditors; and good and sufficient cause having been shown;

IT IS HEREBY ORDERED THAT:

1. [NAME OF STALKING HORSE BIDDER] is approved as the Stalking Horse Bidder.
2. The Stalking Horse Bid shall be [AMOUNT].
3. The Break-Up Fee shall be [AMOUNT] plus expense reimbursement for the Stalking Horse Bidder’s actual out-of-pocket costs of up to \$100,000 (the “Expense Reimbursement” and, together with the Break-Up Fee, the “Bid Protections”) *provided, however,* that the aggregate Bid Protections with respect to the Stalking Horse Bid shall not exceed 5.0% of the total cash consideration offered in such Stalking Horse Bid.

² Capitalized terms not otherwise defined herein shall have the meanings given to them in the Socotra Sale Procedures Order.

KELLER BENVENUTTI KIM LLP
425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

1 4. The Debtors are authorized to fully assume, perform under, consummate and
2 implement the Stalking Horse Agreement.

3 5. This Order shall be effective immediately upon entry, and any stay of orders
4 provided for in Bankruptcy Rules 6004 or 6006 or any other provision of the Bankruptcy Code or
5 Bankruptcy Rules is expressly lifted. The Debtors are not subject to any stay in the
6 implementation, enforcement or realization of the relief granted in this Order, and may, in their
7 discretion and without further delay, take any action and perform any act authorized under this
8 Order.

9 6. Nothing contained in the Stalking Horse Notice or this Order is intended to be or
10 shall be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a
11 waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis
12 for, or validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action
13 that may exist against any creditor or interest holder; or (iv) an approval, assumption, adoption, or
14 rejection of any agreement, contract, lease, program, or policy, other than those identified in the
15 Sale Notice, between the Debtors and any third party under section 365 of the Bankruptcy Code.

16 7. The Debtors are hereby authorized to take such actions and to execute such
17 documents as may be necessary to implement the relief granted by this Order.

18 8. The Court retains exclusive jurisdiction with respect to all matters arising from or
19 related to the implementation, interpretation, and enforcement of this Order.

20 ** END OF ORDER **
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EXTENSION OF TIME AMENDMENT

(C.A.R. Form ETA, Revised 12/22)

Sotheby's
INTERNATIONAL REALTY

This is a proposal to amend the terms and conditions of the Purchase Agreement, OR ☐ Other _____ ("Agreement"),
dated 06/06/2025, on property known as 1045 Bart Rd, Sonoma, Ca 95476 ("Property"),
in which Michael Kirwan is referred to as ("Buyer")
and Windscape Apartments, LLC is referred to as ("Seller").

1. **EXTENSION OF ESCROW:** The scheduled Close Of Escrow is extended to _____ (Date).
2. **EXTENSION OF CONTINGENCY(IES):** The following contingency(ies), if checked, is/are extended to:
_____ (Date) ☐ Buyer Investigation of Property Condition ☐ Loan ☐ Other _____.
3. **OTHER EXTENSION(S):** The time for RE: C 33A - Expiration of Offer
_____ is/are extended to 09/19/2025 (Date).
4. **ADDITIONAL TERMS:** _____
5. **OFFER/EXPIRATION:** ☐ Buyer, ☐ Seller proposes this Extension of Time Amendment (i) which may be withdrawn by the Party initiating this proposed Amendment at any time prior to acceptance, and (ii) which shall be deemed revoked unless by 5:00 PM on the third Day after it is Signed by the initiating Party (or by _____ ☐ AM/☐ PM on _____ date) this proposed Amendment is Signed by the other Party and a Copy of this Amendment is Delivered to the initiating Party.

By signing below, Buyer and Seller acknowledge that each has read, understands, and received a copy of and agrees to the terms of this Extension of Time Amendment.

Signed by:
Buyer ☒ Michael Kirwan Date September 15, 2025

Buyer _____ Date _____

DocuSigned by:
Seller ☒ Bradley D. Sharp Date 9/16/2025
Windscape Apartments, LLC

Seller _____ Date _____

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ETA REVISED 12/22 (PAGE 1 OF 1)

EXTENSION OF TIME AMENDMENT (ETA PAGE 1 OF 1)

Sotheby's International Realty - Sonoma, 793 Broadway Sonoma CA 95476
Aaron Kopelman

Phone: (707) 935-2288 Fax: _____
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwlf.com

1045 Bart Rd



BUYER CONTINGENCY REMOVAL No. 2

(C.A.R. Form CR-B, Revised 6/24)

Sotheby's
INTERNATIONAL REALTY

In accordance with the terms and conditions of the Purchase Agreement, OR ☐ Request For Repair (C.A.R. Form RR), ☐ Response And Reply To Request For Repair (C.A.R. Form RRRR), ☐ Other _____

dated 06/06/2025, ("Agreement"),
on property known as 1045 Bart Rd, Sonoma, Ca 95476, ("Property"),
between Michael Kirwan, ("Buyer"),
and Windscape Apartments, LLC, ("Seller").

Buyer and Seller are referred to as the "Parties."

1. BUYER REMOVAL OF BUYER CONTINGENCIES: With respect to any contingency and cancellation right that Buyer removes, unless Otherwise Agreed 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 ONLY the following individually checked Buyer contingencies: (Paragraph numbers refer to C.A.R. Form RPA. Applicable paragraph numbers may be different for different forms.)

A. ☐ Loan (Paragraph 3L(1) and 8A)

B. ☐ Appraisal (Paragraph 3L(2) and 8B)

C. ☐ Investigation of Property (Paragraph 3L(3), 8C, and 12)

(1) ☐ Entire Buyer's Investigation Contingency (Paragraph 12)

OR (2) ☐ Only the part of the Investigation related to inspections concerning physical attributes of the Property (Paragraph 12B(1))

OR (3) ☐ All Buyer Investigations other than the physical attributes (Paragraph 12B(2))

OR (4) ☐ Entire Buyer's Investigation Contingency, EXCEPT: ☐ Other: _____

D. ☐ Insurance (paragraph 3L(4) and 8D)

E. Review of Seller Documents:

(1) ☐ Review of All Seller Documents (Paragraph 3L(5), 8E, 9B(6), 10A, and 11)

OR (2) ☐ Review of All Seller Documents, EXCEPT:

☐ Government Reports (Paragraph 10A);

☐ Statutory and other Disclosures (Paragraph 11);

☐ Other: _____

F. ☐ Preliminary ("Title") Report (Paragraph 3L(6), 8F, and 13)

G. ☐ Common Interest (HOA or OA) Disclosures (Paragraph 3L(7), 8G and 11L)

H. ☐ Review of leased or lien items (Paragraph 3L(8), 8H, and 9B(6))

I. Sale of Buyer's Property (Paragraph 3L(9) and 8K)

☐ Entering into contract for Buyer's Property ☐ Close of Escrow on Buyer's Property

J. ☐ Other: _____

OR 3. ☒ ALL Buyer contingencies are removed, EXCEPT:

☐ Loan Contingency (Paragraph 3L(1) and 8A);

☐ Appraisal Contingency (Paragraph 3L(2) and 8B);

☐ Insurance (Paragraph 3L(4) and 8D)

☐ Contingency for the Close of Buyer's Property (Paragraph 3L(9) and 8K);

☐ Condominium/Planned Development (HOA) Disclosures (Paragraph 3L(7), 8G and 11L);

☒ Other: Subject to Clean Title and Court Confirmation

OR 4. ☐ BUYER HEREBY REMOVES ANY AND ALL BUYER CONTINGENCIES.

5. Once all contingencies are removed, whether or not Buyer has satisfied themselves 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: If this form is attached to a Request for Repairs (C.A.R. Form RR), Seller Response and Buyer Reply to Request for Repairs (C.A.R. Form RRRR), or another form or document such as an addendum (C.A.R. Form ADM) or Amendment to Existing Agreement (C.A.R. Form AEA) it is only valid if Buyer and Seller agree to the requests made on that form or document.

Buyer ☒ Michael Kirwan

Michael Kirwan Date October 3, 2025

Buyer 527AAA509A74476...

Date _____

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BUYER CONTINGENCY REMOVAL (CR-B PAGE 1 OF 1)

Sotheby's International Realty - Sonoma, 793 Broadway Sonoma CA 95476
Aaron Kopelman

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Phone: (707) 935-2288

Fax: _____

1045 Bart Rd

Case: 24-10545 Doc#: 2666-1 Filed: 10/24/25 Entered: 10/24/25 15:43:08 Page 89 of 89