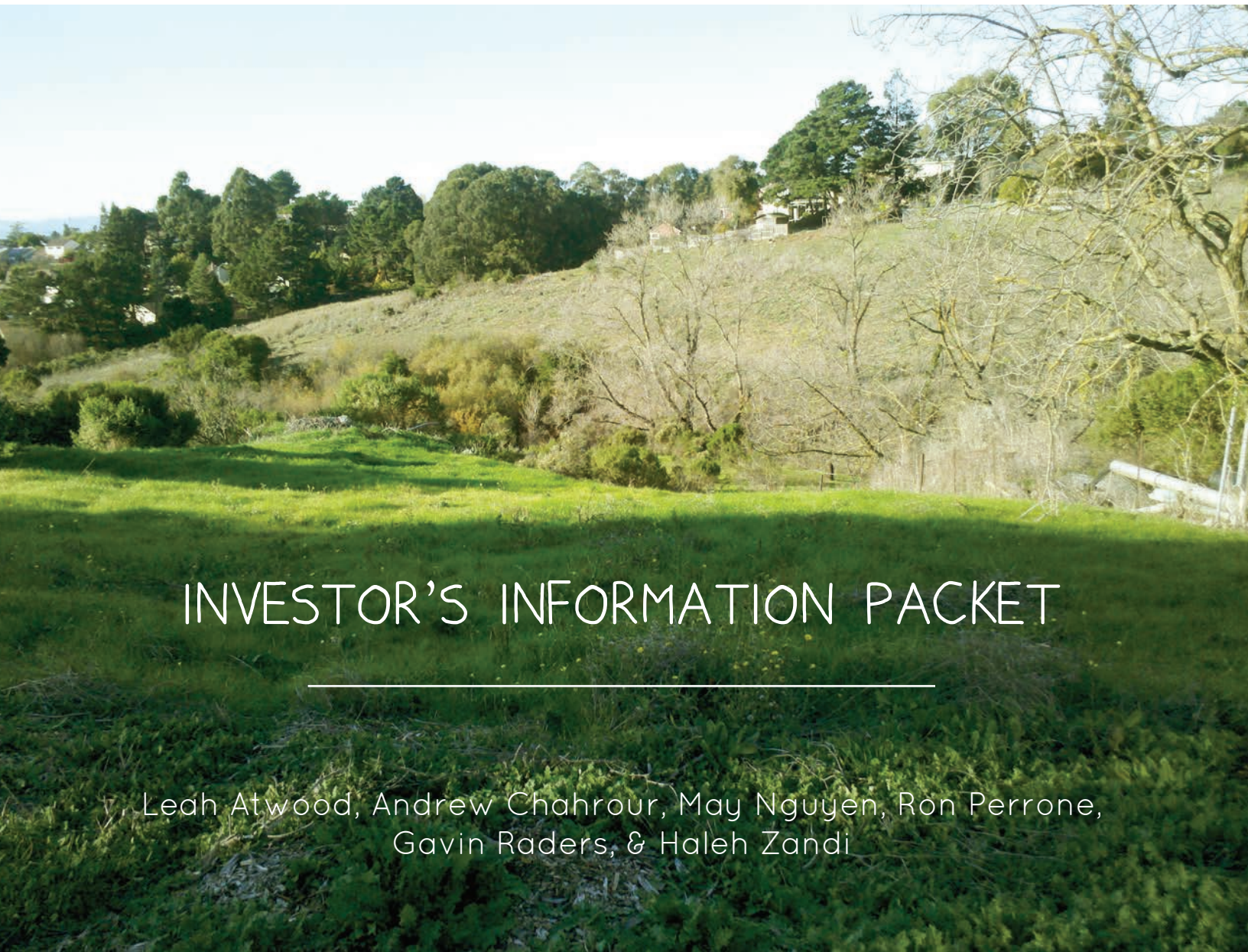




wild & radish, llc

EL SOBRANTE ECO-VILLAGE & PERMACULTURE FARM



INVESTOR'S INFORMATION PACKET

by Leah Atwood, Andrew Chahrour, May Nguyen, Ron Perrone,
Gavin Raders, & Haleh Zandi



wild & radish, llc

4823 Hilltop Road
El Sobrante, CA 94803
farm@wildandrish.com
(510) 815-WILD

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VISION

Leaders from the local food justice movement are initiating the development of the first sustainable, urban farm co-housing community in the East Bay. This 10 acre community in El Sobrante, California will serve as a local foodshed by providing organic fruits and vegetables to the region, raise healthy families, and help others replicate this work through educational programs and strategic support.

One acre will serve as the site for four rental homes and corresponding "granny units". This housing will accommodate approximately 30 people as tenants as well as a community education center. These beautiful "green homes" will demonstrate the most energy efficient, non-toxic, natural building practices, while generating the revenue needed to pay off construction and development loans.

Two acres will be restored with native species and preserved as a wilderness refuge to honor and nourish the freshwater spring and creek that runs through this special piece of land.

Seven acres will support an extraordinarily diverse permaculture farm, with over 2,500 fruit trees and an abundant understory of edible plants, berries, flowers, and herbs.





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LLC Members

Leah Atwood



Leah grew up on a ranch in the redwoods of Arcata, CA and moved to the Bay Area to pursue degrees in Environmental Policy and Spanish at UC Berkeley. She has lived in South and Central America as well as in Bangladesh working on behalf of social, environmental and food justice initiatives. Thanks to her work experience abroad she gained further insight into international agriculture systems and the value of socio-ecologically mindful practices and unconventional multi-stakeholder collaboration. Leah currently serves as Program Director for the

Multinational Exchange for Sustainable Agriculture (MESA). Founded in 1994, MESA is a non-profit dedicated to supporting seasoned and emerging small-scale farmers to strengthen resilient, local food systems worldwide through cross-cultural exchange and hands-on training in ecological production and innovative marketing. MESA advances a new generation of agrarian leaders, linking current innovations with global traditions to promote land stewardship, localized economies and cultural awareness. Leah's prior work experience includes program development for the International Institute for Bengal Basin to address water rights and pollution mitigation as well as fund development for the East Bay Sanctuary Covenant to provide advocacy for indigent refugees. She currently serves on the board of directors for Planting Justice, an Oakland non-profit transforming the Bay Area food system by creating green jobs and democratizing access to affordable, nutritious food. She deeply enjoys: teaching and practicing yoga; being outside on rocks, waves and trails; growing food and befriending bees.

May Nguyen

Growing up in concrete-laden, squarely-gridded suburbs of coastal Orange County, May yearned to live amongst greener, wilder lands. She was strongly influenced by early visits to the chaotic, bustling cities of Saigon and Hue in Vietnam, where she would spend time visiting her family. She began her food justice work during her years as a student activist at UC Berkeley, working with a pro-agrarian, community-oriented campus organization and practicing sustainable food production while WWOOF'ing in Thailand and France. She completed a B.A. in Architecture, and has since been interested in building sustainable communities by transforming the asphalt deserts of urban & suburban landscapes into greener, healthier, more vibrant, multi-generational and multi-colored neighborhoods.





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Gavin Raders



Gavin Raders is a co-founder and executive director of Planting Justice, a social justice activist, and a permaculture demonstrator/teacher. He dedicates his time to practicing permaculture wherever he can, having gone through extensive training with some of the most inspiring and effective permaculture teachers in the world: Geoff Lawton, Penny Livingston-Stark, Brock Dolman, Darren Dougherty, and Nik Bertulis. He comes to permaculture and ecological design through a social justice framework which recognizes the right of all

people to peace, security, housing, healthy food, clean water, jobs and healthcare, and the rights of future generations to a just and livable world. For this to happen, he believes that Americans, and all people, need to understand and respect the intimate connection and the shared fate we have with all life on this planet, and organize effectively on the local level to come up with replicable and effective solutions to the range of hardships and oppressions we currently face.

Andrew grew up in Ohio and got his BA in Environmental Studies from Bucknell University in Pennsylvania. In Ohio and Pennsylvania, he was exposed to a variety of Midwestern agricultural systems, both conventional and organic. Andrew's degree in Environmental Studies led him to a job with the Bureau of Land Management in Wyoming where he worked to produce digital maps of aspen stands, whose recession across the Western US has been poorly understood. After the completion of this assignment, Andrew moved to Boston where he co-founded ConsumerConscience, a wiki-based website devoted to ethical consumerism. Soon thereafter, Andrew moved to the Bay Area and began working with the Multinational Exchange for Sustainable Agriculture. Andrew worked with MESA for 3 years, helping grow the organizations' technology capacities and marketing efforts while assisting in day to day program operations. In 2009, Andrew began working with Planting Justice and has since become integral to its success, most recently working as Permaculture Designer and Edible Landscaping Team Leader.

Andrew Chahrour





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Haleh Zandi



Haleh Zandi is a co-founder and the Educational Director of an Oakland-based non-profit organization called Planting Justice. She believes the modern colonial food system is in a paradigm of war, and she is dedicated to the ways in which diverse communities may build alliances and practice strategies that collectively resist the violence of the industrial food system and structurally shift the United States towards more ecologically sustainable and socially just methods for growing and sharing our food. Haleh has taught over 250 workshops using her self-designed curriculum in food justice, culinary arts, and permaculture design at low-income schools, senior centers, a major state prison, and other community centers throughout the Bay Area. She received her MA in Postcolonial Anthropology from the California Institute of Integral Studies in San Francisco and a BA in Cultural Anthropology from the University of California, Santa Cruz. Haleh is excited to build a co-housing community and a permaculture farm to serve as a local foodshed, a place to raise family, and continue her passion in exchanging knowledge that sustains us all.

Ron Perrone

Ron Perrone is Leah's uncle. He lives in Humboldt County, CA. Due to timing constraints, he was not able to submit a biography or photo.



**State of California
Secretary of State**

LLC-1

File #

201211710113

**Limited Liability Company
Articles of Organization**

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

MAR 05 2012

A \$70.00 filing fee must accompany this form.

Important – Read instructions before completing this form.

This Space For Filing Use Only

Entity Name (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

1. NAME OF LIMITED LIABILITY COMPANY

Wild and Radish, LLC

Purpose (The following statement is required by statute and should not be altered.)

2. THE PURPOSE OF THE LIMITED-LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

Initial Agent for Service of Process (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).)

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

Gavin Radess

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA CITY STATE ZIP CODE

996B 62nd St

Oakland

CA

94608

Management (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:

☐

ONE MANAGER

☐

MORE THAN ONE MANAGER

☒

ALL LIMITED LIABILITY COMPANY MEMBER(S)

Additional Information

6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

Execution

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

DATE

2/29/2012

SIGNATURE OF ORGANIZER

Andrew Chahour

Andrew Chahour

TYPE OR PRINT NAME OF ORGANIZER



wild & radish, llc

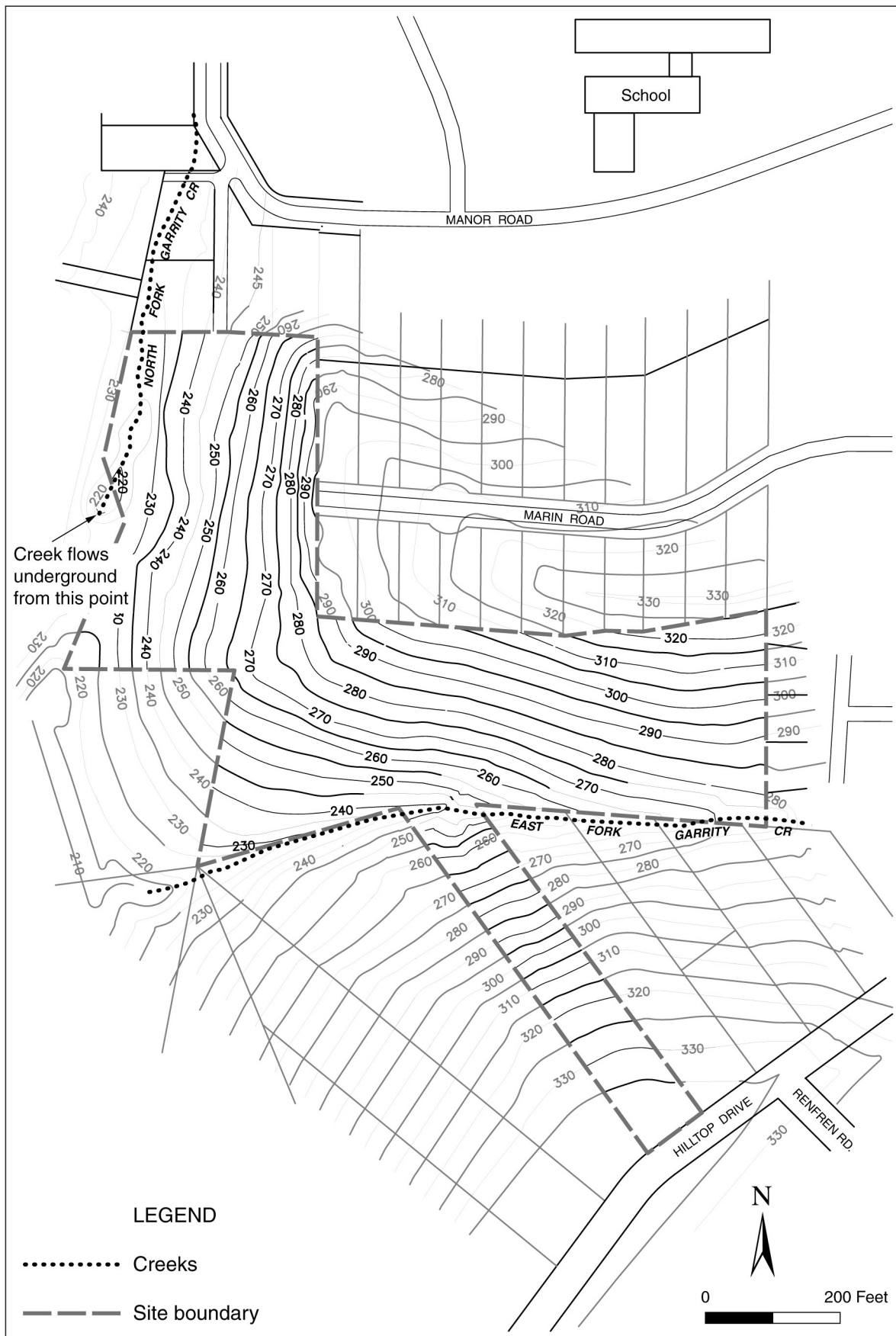
4823 Hilltop Road
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farm@wildandradish.com
(510) 815-WILD

Brief History of the Land: 20th Century to Present

This unique history of this land is largely a result of the surrounding community's tenacious actions and attentive stewardship. We know from old photographs, long-time neighbors, and historical artifacts of water infrastructure that this ten-acre parcel used to be part of an orchard in the early and mid-20th century. On site we've found a fallen windmill, a concrete storage tank, and old pipes used to plumb water uphill. Back then, this land functioned as an orchard and ranch until the 1980s.

In 1990, the local community defeated an attempt to turn this open space into a large subdivision. Again in the late 90s, a multi-year legal challenge prevented a 35-lot subdivision (called the "Afshar Project"), which would have paved over the spring and part of Garrity Creek. Since the Afshar Project obtained funding and county approval, the neighbors had to mobilize a highly coordinated effort: filing a lawsuit against the county for failure to adequately perform an environmental impact assessment.

Preserving the land as a ecological refuge and protecting the Garrity Creek watershed were leading priorities of the plaintiffs. These values remain an integral part of our vision too, in addition to building both a sustainable urban farm and residential community that model practical solutions to environmental problems nationwide. Wild and Radish, LLC members have done extensive outreach and built solid relationships with many of the same neighbors who were active in prior struggles to protect the open space and Garrity Creek. All of them have been excited and supportive of our project, and many neighbors are interested in investing themselves!



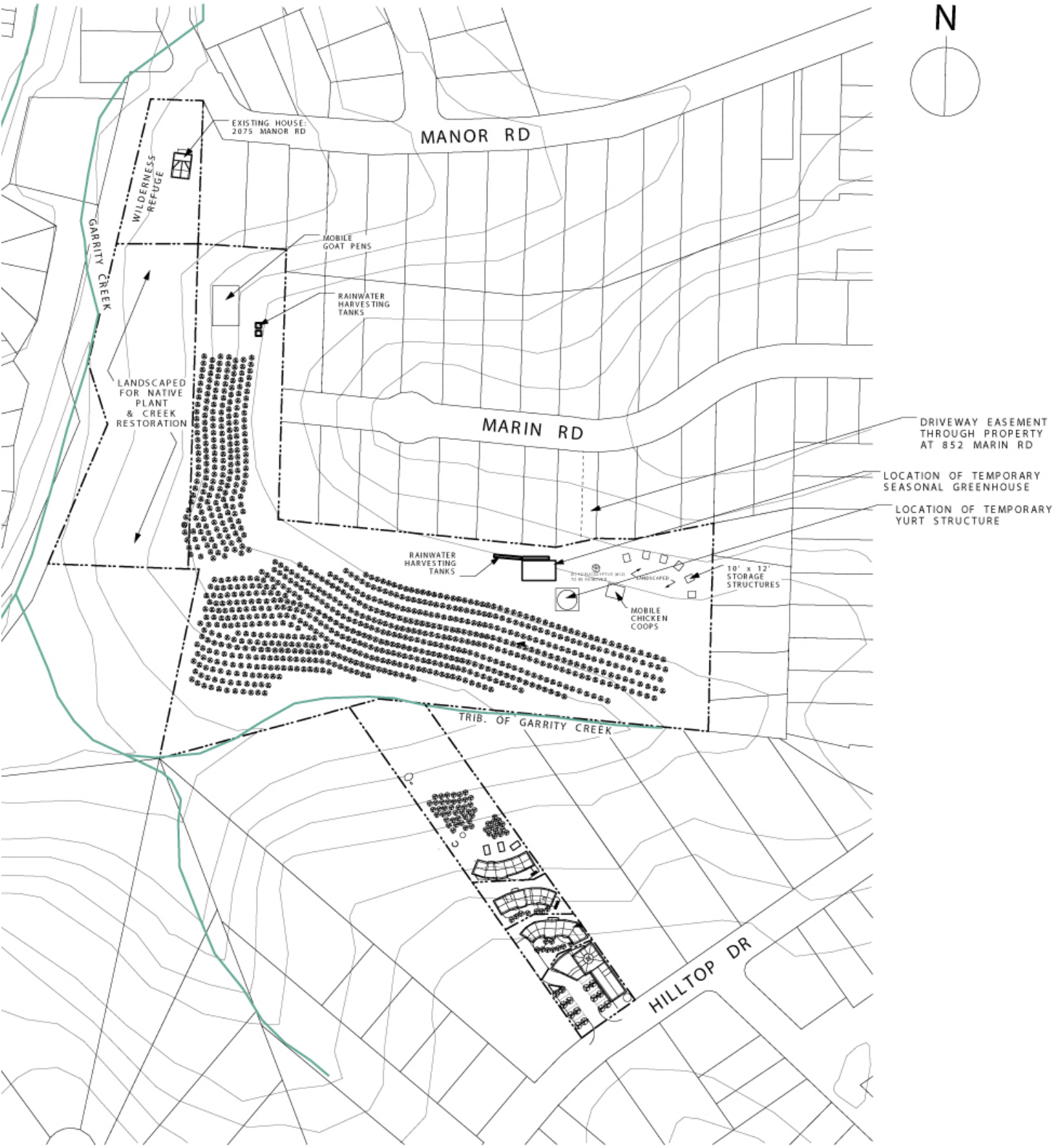
SOURCE: Klemetson Engineering

Figure 3-3

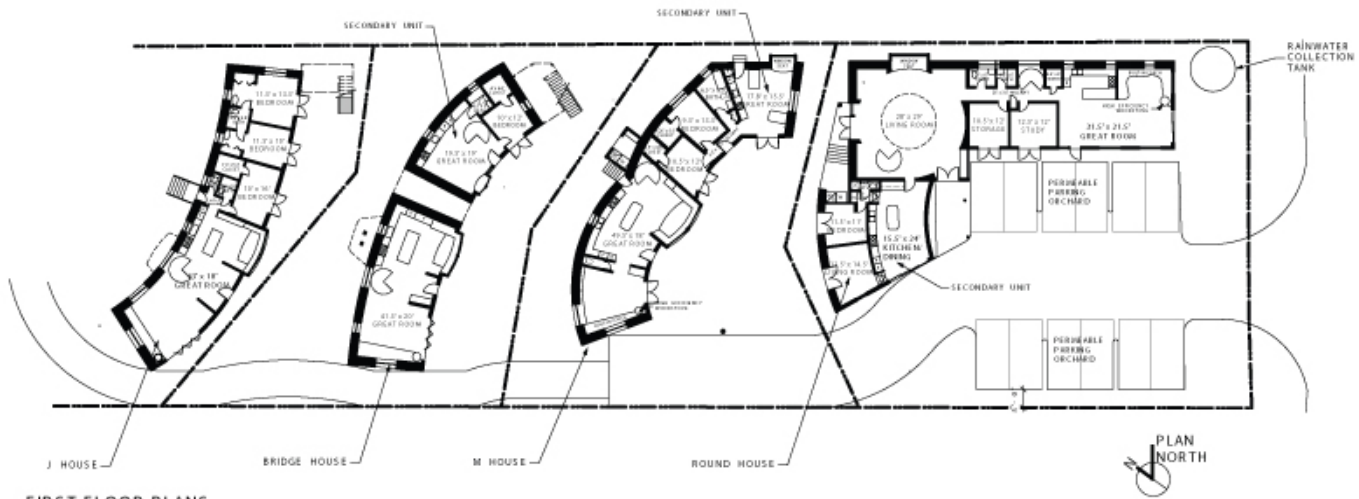
SITE TOPOGRAPHY



WILD & RADISH LLC
SUSTAINABLE URBAN FARM & RESIDENTIAL COMMUNITY



RESIDENTIAL COMMUNITY - DESIGN IN PROGRESS
4823 HILLTOP DR, EL SOBRANTE



FIRST FLOOR PLANS



NOTE: HOUSES TO BE ALL ELECTRIC, WITH GRID-INTERTIED PV AND SOLAR HOT WATER PANELS ON THE ROOF. HEATING TO BE PROVIDED BY PASSIVE SOLAR DESIGN WITH BACK-UP HIGH-EFFICIENCY WOODBURNING STOVES, MINI-SPLIT HEATPUMPS AND ON-DEMAND HOT WATER FOR SOLAR HOT WATER PANELS.

SECOND FLOOR PLANS



(925) 674-7783

April 17, 2012

Gavin Raders, Leah Atwood, Haleh Zandi, and Andrew Chahour
Wild and Radish, LLC
996 B 62nd St.
Oakland, CA 94608

**Re: Request to Waive Payment of Outstanding Funds Incurred with the Hillview Estates
Project Located in the El Sobrante Area, County File SD01-8533**

Dear Ms. Jennings:

In September of 2010, our Department provided a letter to Mr. Siavash Afshar informing him of the outstanding balance on his subdivision application. The total amount was \$136,641.88. To date, our Department has not charged any additional time against the Hillview Estates application.

Early in April of 2011 we were informed that the subject property went through the foreclosure process and was no longer in the possession of Mr. Afshar. This letter confirms that our Department has determined that neither Gavin Raders, Leah Atwood, Haleh Zandi and Andrew Chahrour, under Wild and Radish LLC, nor New Resource Bank, qualify as applicants to the Hillview Estates Subdivision application and therefore, neither of you are responsible for the payment of the outstanding balance of \$136,641.88. Please note that this is the only outstanding balance incurred to the Department of Conservation and Development, Public Works, and County Counsel. We have no knowledge of any additional outstanding fees that may be incurred on the Hillview Estate project by other Departments/Agencies.

Should you have further question(s), you may contact Telma B. Moreira at (925) 674-7783.

Sincerely,

Aruna M. Bhat
Deputy Director

cc: DCD Catherine Kutsuris
Telma B. Moreira
Victoria Mejia
Steve Reilly, New Resource Bank
File SD01-8533
PW Slava Gospodchikov

Steve Reilly
Land Advisors Organization
California Division--Bay Area Division
2671 Crow Canyon Road-
San Ramon, CA 94583

Green Key Real Estate
Attn' Ericka Jennings
2625 Alcatraz Ave. S. 205
Berkeley, CA 94705



CALIFORNIA
ASSOCIATION
OF REALTORS®

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form VLPA, Revised 4/10)

Date September 21, 2011

1. OFFER:

- A. THIS IS AN OFFER FROM Randall Goldstein, Leah Atwood, Gavin Raders, Haleh Zandi ("Buyer").
- B. THE REAL PROPERTY TO BE ACQUIRED is described as 4823 Hilltop Dr. El Sobrante, CA 94803-1322 and all
Parcels # 426-182-(001 & 017); 426-192-(005 thru 008); 426-210-007
situated in El Sobrante, County of Contra Costa, California, ("Property").
- C. THE PURCHASE PRICE offered is Three Hundred Thousand (Dollars \$ 300,000.00).
- D. CLOSE OF ESCROW shall occur on _____ (date) (or ☒ 130 Days After Acceptance).

2. AGENCY:

- A. **POTENTIALLY COMPETING BUYERS AND SELLERS:** Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties of interest to this Buyer.
- B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
Listing Agent Land Advisors Organization (Print Firm Name) is
the agent of (check one): ☒ the Seller exclusively; or ☐ both the Buyer and Seller.
Selling Agent Green Key Real Estate (Print Firm Name) (if not the
same as the Listing Agent) is the agent of (check one): ☒ the Buyer exclusively; or ☐ the Seller exclusively; or ☐ both the Buyer and Seller.
Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

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

- A. **INITIAL DEPOSIT:** Deposit shall be in the amount of \$ 9,000.00
(1) Buyer shall deliver deposit directly to Escrow Holder by personal check, ☐ electronic funds transfer,
☐ Other _____ within 3 business days after acceptance (or
☐ Other _____);
OR (2) (If checked) ☐ Buyer has given the deposit by personal check (or ☐ _____) to
the agent submitting the offer (or to ☐ _____), made payable to
_____. The deposit shall be held uncashed until
Acceptance and then deposited with Escrow Holder (or ☐ into Broker's trust account) within 3 business days
after Acceptance (or ☐ Other _____).
- B. **INCREASED DEPOSIT:** Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ _____
within _____ Days After Acceptance, or ☐ _____.
- C. **LOAN(S)**
(1) **FIRST LOAN** in the amount of \$ _____
This loan will be conventional financing or, if checked, ☐ FHA, ☐ VA, ☐ Seller (C.A.R. Form SFA),
☐ assumed financing (C.A.R. Form PAA), ☐ Other _____. This loan shall be at a
fixed rate not to exceed _____% or, ☐ an adjustable rate loan with initial rate not to exceed
_____. Regardless of the type of loan, Buyer shall pay points not to exceed _____%
of the loan amount.
(2) ☐ **SECOND LOAN** in the amount of \$ _____
This loan will be conventional financing or, if checked, ☐ Seller (C.A.R. Form SFA), ☐ assumed financing
(C.A.R. Form PAA), ☐ Other _____. This loan shall be at a fixed rate not to exceed
_____. Regardless of the type of loan, Buyer shall pay points not to exceed _____% of the loan amount.
- D. **ADDITIONAL FINANCING TERMS:** _____ \$ _____

E. **BALANCE OF PURCHASE PRICE OR DOWN PAYMENT** in the amount of \$ 291,000.00
to be deposited with Escrow Holder within sufficient time to close escrow.

F. **PURCHASE PRICE (TOTAL):** \$ 300,000.00

Buyer's Initials (X) (X)

Seller's Initials (_____) (_____)

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Reviewed by _____ Date _____

VLPA REVISED 4/10 (PAGE 1 OF 10)

VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 1 OF 10)

Agent: **Erica Jennings**

Phone: **510.384.8014**

Fax: **510.842.2008**

Prepared using zipForm® software

Broker: **Green Key Real Estate 2625 Alcatraz Ave., Ste. 205 Berkeley, CA 94705**

Property: 4823 Hilltop Dr. El Sobrante, CA 94803-1322 and all Parcels # 426-182-(001 & 017); 426-192-(005 thru 008); 426-210-007

Date: September 21, 2011

- G. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to 3H(1)) shall, within **7 (or ☐) Days** After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (If checked, ☐ verification attached.)
- H. LOAN TERMS:**
- (1) **LOAN APPLICATIONS:** Within **7 (or ☐) Days** After Acceptance, Buyer shall Deliver to Seller a letter from 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 3C above. (If checked ☐ letter attached.)
- (2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. Buyer's contractual obligations to obtain and provide deposit, balance of down payment and closing costs **are not contingencies** of this Agreement.
- (3) **LOAN CONTINGENCY REMOVAL:**
- (i) Within **17 (or ☐) Days** After Acceptance, Buyer shall, as specified in paragraph 19, in writing remove the loan contingency or cancel this Agreement;
- OR (ii) if checked) ☐ the loan contingency shall remain in effect until the designated loans are funded.
- (4) ☒ **NO LOAN CONTINGENCY** (If checked): Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- I. APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (OR, if checked, ☒ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the specified purchase price. If there is a loan contingency, Buyer's removal of the loan contingency shall be deemed removal of this appraisal contingency (or, ☐ if checked, Buyer shall, as specified in paragraph 19B(3), in writing remove the appraisal contingency or cancel this Agreement within **17 (or ☐) Days** After Acceptance). If there is no loan contingency, Buyer shall, as specified in paragraph 19B(3), in writing remove the appraisal contingency or cancel this Agreement within **17 (or ☐) Days** After Acceptance.
- J. ☒ ALL CASH OFFER** (If checked): Buyer shall, within **7 (or ☐) Days** After Acceptance, Deliver to Seller written verification of sufficient funds to close this transaction. (If checked ☐ verification attached.)
- K. BUYER STATED FINANCING:** Seller has relied on Buyer's representation of the type of financing specified (including but not limited to, as applicable, amount of down payment, contingent or non contingent loan, or all cash). If Buyer seeks alternate financing, (i) Seller has no obligation to cooperate with Buyer's efforts to obtain such financing, and (ii) Buyer shall also pursue the financing method specified in this Agreement. Buyer's failure to secure alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- L. SELLER FINANCING:** The following terms (or ☐ (if checked) the terms specified in the attached Seller Financing Addendum (C.A.R. Form SFA) apply ONLY to financing extended by Seller under this Agreement.
- (1) **BUYER'S CREDIT-WORTHINESS:** Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report. Within **7 (or ☐) Days** After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller.
- (2) **TERMS:** Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: (i) the maximum interest rate specified in paragraph 3C shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or ☐) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.
- (3) **ADDED, DELETED OR SUBSTITUTED BUYERS:** The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.
- M. ASSUMED OR "SUBJECT TO" FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 19, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 19B(3), remove this contingency or cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.
- 4. ALLOCATION OF COSTS** (If checked): Unless otherwise specified in writing, **this paragraph only determines who is to pay for the inspection, test or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.**

A. INSPECTIONS AND REPORTS:

- (1) ☐ Buyer ☐ Seller shall pay to have existing septic or private sewage disposal system, if any, inspected _____
- (2) ☐ Buyer ☐ Seller shall pay for costs of testing to determine the suitability of soil for sewage disposal _____
- (3) ☐ Buyer ☐ Seller shall pay to have existing wells, if any, tested for water potability and productivity _____

Buyer's Initials (☒) (☒)

Seller's Initials (_____) (_____)

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Reviewed by _____ Date _____

Property: 4823 Hilltop Dr. El Sobrante, CA 94803-1322 and all Parcels # 426-182-(001 & 017); 426-192-(005 thru 008); 426-210-007

Date: September 21, 2011

- (4) ☐ Buyer ☐ Seller shall pay to have Property corners identified _____
- (5) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report prepared by JCP or equivalent _____
- (6) ☐ Buyer ☐ Seller shall pay for the following inspection or report _____
- (7) ☐ Buyer ☐ Seller shall pay for the following inspection or report _____

B. ESCROW AND TITLE:

- (1) ☒ Buyer ☐ Seller shall pay escrow fee _____
Escrow Holder shall be Seller's Choice _____
- (2) ☒ Buyer ☐ Seller shall pay for owner's title insurance policy specified in paragraph 15E _____
Owner's title policy to be issued by Seller's Choice _____
(Buyer shall pay for any title insurance policy insuring Buyer's Lender, unless otherwise agreed in writing.)

C. OTHER COSTS:

- (1) ☐ Buyer ☒ Seller shall pay County transfer tax or transfer fee _____
- (2) ☒ Buyer ☒ Seller shall pay City transfer tax or transfer fee 50/50 split _____
- (3) ☐ Buyer ☐ Seller shall pay Homeowners' Association ("HOA") transfer fees _____
- (4) ☐ Buyer ☐ Seller shall pay HOA document preparation fees _____
- (5) ☐ Buyer ☐ Seller shall pay for _____
- (6) ☐ Buyer ☐ Seller shall pay for _____

5. **POSSESSION AND KEYS:** Possession shall be delivered to Buyer at 5PM or _____ ☐ AM ☐ PM, ☐ on the date of Close Of Escrow; ☐ on _____; or ☐ no later than _____ Days After Close Of Escrow. The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks. If Property is located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

6. STATUTORY DISCLOSURES AND CANCELLATION RIGHTS:

- A. NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in paragraph 19, deliver to Buyer if required by Law: (i) earthquake guides (and questionnaire) and environmental hazards booklet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- B. WITHHOLDING TAXES:** Within the time specified in paragraph 19A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- C. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.

7. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:

- A.** Within the time specified in paragraph 19, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
- (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
- (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).
- (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
- (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).
- (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.
- (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
- (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
- (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
- (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property.
- (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
- (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
- (12) **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.
- (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
- (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
- B. RENTAL AND SERVICE AGREEMENTS:** Within the time specified in paragraph 19, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.
- C. ☐ TENANT ESTOPPEL CERTIFICATES:** (If checked) Within the time specified in paragraph 19, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.
- D. MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 19, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.

Buyer's Initials (X) (X)

Seller's Initials (_____) (_____)

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Property: 4823 Hilltop Dr. El Sobrante, CA 94803-1322 and all Parcels # 426-182-(001 & 017); 426-192-(005 thru 008); 426-210-007

Date: September 21, 2011

8. CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:

- A. SELLER HAS: 7 (or ☐) Days** After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form VLQ).
- B.** If the Property is a condominium, or located in a planned unit development or other common interest subdivision, Seller has **3 (or ☐) Days** After Acceptance to request from the HOA (C.A.R. Form HOA): **(i)** Copies of any documents required by Law; **(ii)** disclosure of any pending or anticipated claim or litigation by or against the HOA; **(iii)** a statement containing the location and number of designated parking and storage spaces; **(iv)** Copies of the most recent 12 months of HOA minutes for regular and special meetings; and **(v)** the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures") and **(vi)** the following if Seller has actual knowledge: **(a)** any material defects in the condition of common area (such as pools, tennis courts, walkways or other areas co-owned in undivided interest with other); and **(b)** possible lack of compliance with HOA requirements. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3).

- 9. SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.**

10. CHANGES DURING ESCROW:

- A.** Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 19: **(i)** rent or lease any part of the premises; **(ii)** alter, modify or extend any existing rental or lease agreement; **(iii)** enter into, alter, modify or extend any service contract(s); or **(iv)** change the status of the condition of the Property.
- B.** At least **7 (or ☐) Days** prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes.

11. ITEMS INCLUDED AND EXCLUDED:

- A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are **not** included in the purchase price or excluded from the sale unless specified in 11B or C.
- B. ITEMS INCLUDED IN SALE:**
- (1)** All EXISTING fixtures and fittings that are attached to the Property;
- (2)** The following items: _____
- (3)** Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
- (4)** All items included shall be transferred free of liens and without Seller warranty.
- C. ITEMS EXCLUDED FROM SALE:** _____

- 12. CONDITION OF PROPERTY:** Unless otherwise agreed: **(i) the Property is sold (a) in its PRESENT physical ("as-is") condition as of the date of Acceptance and (b) subject to Buyer Investigation rights;** **(ii)** the Property is to be maintained in substantially the same condition as of the date of Acceptance and **(iii)** ☒ (If checked) All debris and personal property not included in the sale shall be removed by Seller by Close Of Escrow.

- A. SELLER SHALL,** within the time specified in paragraph 19, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS AFFECTING THE PROPERTY AND MAKE ALL OTHER DISCLOSURES REQUIRED BY LAW.
- B. Buyer has the right to inspect the Property and,** as specified in paragraph 19B, based upon information discovered in those inspections: **(i)** cancel this Agreement; or **(ii)** request that Seller make Repairs or take other action.
- C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**

13. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A.** Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 19B. Within the time specified in paragraph 19B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: **(i)** inspect for lead-based paint and other lead-based paint hazards; **(ii)** inspect for wood destroying pests and organisms; **(iii)** review the registered sex offender database; **(iv)** confirm the insurability of Buyer and the Property; and **(v)** satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B.** Seller shall make the Property available for all Buyer Investigations. Buyer shall **(i)** as specified in paragraph 19B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and **(ii)** give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Buyer indemnity and Seller protection for entry upon property:** Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. 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 or cancellation of this Agreement and Close Of Escrow.

Buyer's Initials (X) (X)

Seller's Initials (_____) (_____)

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 Property: 017); 426-192-(005 thru 008); 426-210-007

Date: September 21, 2011

BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 13, UNLESS OTHERWISE AGREED IN WRITING.

- E. SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
- F. ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
- G. UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.
- H. 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, including mold (airborne, toxic or otherwise), fungus or similar contaminant, materials, products or conditions.
- I. GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- J. NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- K. PROPERTY DAMAGE:** Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.
- L. NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to 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, abandoned mining operations on the Property, 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.
- M. COMMON INTEREST SUBDIVISIONS: OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- N. SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.
- O. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants and the right of a landlord to terminate a tenancy.
- P. MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.

14. SELLER DISCLOSURES; ADDENDA; ADVISORIES; OTHER TERMS:

A. Seller Disclosures (if checked): Seller shall, within the time specified in paragraph 19A, complete and provide Buyer with a:

☒ Seller Vacant Land Questionnaire (C.A.R. Form VLQ)

B. Addenda (if checked): ☒ Addendum # 1 (C.A.R. Form ADM)

☐ Wood Destroying Pest Inspection and Allocation of Cost Addendum (C.A.R. Form WPA)

☐ Purchase Agreement Addendum (C.A.R. Form PAA)

☐ Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)

☐ Short Sale Addendum (C.A.R. Form SSA)

☐ Other

C. Advisories (If checked): ☒ Buyer's Inspection Advisory (C.A.R. Form BIA)

☐ Probate Advisory (C.A.R. Form PAK)

☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)

☐ Trust Advisory (C.A.R. Form TA)

☐ REO Advisory (C.A.R. Form REO)

D. Other Terms:

Buyer's Initials (X) (X)

Seller's Initials (_____) (_____)

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Date: September 21, 2011

- E. CLOSE OF ESCROW:** Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first give the other a demand to close escrow (C.A.R. Form DCE).
- F. 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, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award.**
- 20. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property within **5 (or _____) Days** Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to paragraph 12; **(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).
- 21. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: **(i)** Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; **(ii)** Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; **(iii)** Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and **(iv)** Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
- 22. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are a current lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are a current lien but not yet due. The Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller. See C.A.R. Form SPT or SBSA for further information. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 23. SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM:** If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be produced to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.
- 25. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 26. ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 31A.
- 27. DEFINITIONS:** As used in this Agreement:
- A. "Acceptance"** means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.
- B. "C.A.R. Form"** means the specific form referenced or another comparable form agreed to by the parties.
- C. "Close Of Escrow"** means the date the grant deed, or other evidence of transfer of title, is recorded.
- D. "Copy"** means copy by any means including photocopy, NCR, facsimile and electronic.
- E. "Days"** means calendar days. However, after Acceptance, the last **Day** for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
- F. "Days After"** means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- G. "Days Prior"** means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- H. "Deliver", "Delivered" or "Delivery",** regardless of the method used (i.e. messenger, mail, email, fax, other), means and shall be effective upon (i) personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in paragraph D of the section titled Real Estate Brokers on page 8;
- OR** (ii) if checked, ☐ per the attached addendum (C.A.R. Form RDN).
- I. "Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other party.
- J. "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.
- K. "Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- L. "Signed"** means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- 28. BROKERS:**
- A. BROKER COMPENSATION** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

Buyer's Initials (X) (X)

Seller's Initials (_____) (_____)

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Date: September 21, 2011

B. SCOPE OF BROKER DUTY: Buyer and Seller acknowledge and agree that: Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property; (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) shall not be responsible for identifying defects that are not known to Broker(s); (v) shall not be responsible for inspecting public records or permits concerning the title or use of the Property; (vi) shall not be responsible for identifying location of boundary lines or other items affecting title; (vii) shall not be responsible for verifying square footage, representations of others or information contained in inspection reports, MLS or PDS, advertisements, flyers or other promotional material, unless otherwise agreed in writing; (viii) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller in the course of this representation; and (ix) 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.

29. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 3, 4, 6B, 14B and D, 15, 16B, 17, 18, 19F, 22, 27, 28A, 29, 33, 35, and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 28A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out of Buyer's or Seller's funds, or both, as applicable, the respective Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not specifically referenced above in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.

B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or ☐ _____). Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. 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.

C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 28A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 28A, respectively, 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. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if either Buyer or Seller instruct Escrow Holder to cancel escrow.

D. 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 2 business days after mutual execution of the amendment.

30. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award.

Buyer's Initials _____ / _____	Seller's Initials _____ / _____
--------------------------------	---------------------------------

31. DISPUTE RESOLUTION:

A. MEDIATION: Buyer and Seller 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. **Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker.** Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 31C.**

B. ARBITRATION OF DISPUTES:

Buyer and Seller 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. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 31C.

Buyer's Initials (X) (X)

Seller's Initials (_____) (_____)

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Property: 4823 Hilltop Dr. El Sobrante, CA 94803-1322 and all Parcels # 426-182-(001 & 017); 426-192-(005 thru 008); 426-210-007

Date: September 21, 2011

"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 _____ / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

(1) **EXCLUSIONS:** The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. 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, shall not constitute a waiver or violation of the mediation and arbitration provisions.

(2) **BROKERS:** Brokers shall not be obligated or compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

32. TERMS AND CONDITIONS OF OFFER:

This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all parties initial such paragraph(s), 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. 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.

33. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

34. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or, if checked, ☐ by _____ ☐ AM ☐ PM, on _____ (date)).

Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.

Date _____

BUYER ☒

Randall Goldstein, Leah Atwood
(Print name)

Date _____

BUYER ☒

Gavin Raders, Haleh Zandi
(Print name)

(Address)

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

35. 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, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) **SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form CO) DATED:** _____

Date _____

SELLER _____

New Resource Bank
(Print name)

Date _____

SELLER _____

(Print name)

(Address)

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

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

Buyer's Initials (☒) (☒)

Seller's Initials (_____) (_____)

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VLPA REVISED 4/10 (PAGE 9 OF 10)

Reviewed by _____ Date _____

Property: 4823 Hilltop Dr. El Sobrante, CA 94803-1322 and all Parcels # 426-182-(001 & 017); 426-192-(005 thru 008); 426-210-007

Date: September 21, 2011

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

B. Agency relationships are confirmed as stated in paragraph 2.

C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (**Selling Firm**) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii) ☐ (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) Green Key Real Estate DRE Lic. # 01860792
 By Ericka Jennings DRE Lic. # 01370922 Date _____
 Address 2625 Alcatraz Ave., Ste. 205 City Berkeley State CA Zip 94705
 Telephone (510)601-6155 Fax (510)842-2008 E-mail ericka@greenkeyrealestate.com

Real Estate Broker (Listing Firm) Land Advisors Organization DRE Lic. # _____
 By Stephen Reilly DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone (949)852-8288 Fax _____ E-mail sreilly@landadvisors.com

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), counter offer(s) numbered _____ ☐ Seller's Statement of Information and ☐ Other _____, and agrees to act as Escrow Holder subject to paragraph 29 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions, if any.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____
 By _____ Date _____
 Address _____
 Phone/Fax/E-mail _____

Escrow Holder is licensed by the California Department of ☐ Corporations, ☐ Insurance, ☐ Real Estate. License # _____

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
 Broker or Designee Initials _____

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



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ADDENDUM

(C.A.R. Form ADM, Revised 10/01)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: ☐ Residential Purchase Agreement, ☐ Manufactured Home Purchase Agreement, ☐ Business Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☒ Vacant Land Purchase Agreement, ☐ Residential Income Property Purchase Agreement, ☐ Commercial Property Purchase Agreement, ☐ other _____

dated September 22, 2011, on property known as 4383 Hilltop Dr.

in which Randall Goldstein, Leah Atwood, Gavin Raders, Haleh Zandi is referred to as ("Buyer/Tenant")
and New Resource Bank, is referred to as ("Seller/Landlord").

1. For purposes of Item 13C, "Buyer(s)" shall be defined as each buyer individually and severally.

2. Buyer may assign this Vacant Land Purchase Agreement and Joint Escrow Instructions agreement to an LLC or other entity that may include some of the Buyers prior to Close of Escrow. Seller agrees to accept the LLC or other entity in Buyer's place.

3. Seller agrees that it is not currently in nor will enter into or initiate any lease or rental agreement for this Property during the term of the offer.

4. All other terms and conditions remain the same.

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

Date _____

Date _____

Buyer/Tenant ☒ Randall Goldstein, Leah Atwood

Seller/Landlord New Resource Bank

Buyer/Tenant ☒ Gavin Raders, Haleh Zandi

Seller/Landlord _____

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Reviewed by _____
Broker or Designee _____ Date _____

ADM-11 REVISED 10/01 (PAGE 1 OF 1)

ADDENDUM (ADM-11 PAGE 1 OF 1)

Agent: **Ericka Jennings**

Phone: **510.384.8014**

Fax: **510.842.2008**

Prepared using zipForm® software

Broker: **Green Key Real Estate 2625 Alcatraz Ave., Ste. 205 Berkeley, CA 94705**

BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA-A, Revised 10/02)

Property Address: 4383 Hilltop Dr., El Sobrante CA 94803-1322

("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. 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.

B. BUYER RIGHTS AND DUTIES: 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. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. In sales involving residential dwellings with no more than four units, Brokers have a duty to make a diligent visual inspection of the accessible areas of the Property and to disclose the results of that inspection. However, as some Property defects or conditions may not be discoverable from a visual inspection, it is possible Brokers are not aware of them. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

- 1. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof, plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa, 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. (Structural engineers are best suited to determine possible design or construction defects, and whether improvements are structurally sound.)
- 2. 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 natural or constructed barriers or markers do not necessarily identify true Property boundaries. (Professionals such as appraisers, architects, surveyors and civil engineers are best suited to determine square footage, dimensions and boundaries of the Property.)
- 3. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms and other infestation or infection. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. A registered structural pest control company is best suited to perform these inspections.
- 4. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage. (Geotechnical engineers are best suited to determine such conditions, causes and remedies.)

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Buyer's Initials (X) (X)Seller's Initials () ()Reviewed by Date

BIA-A REVISED 10/02 (PAGE 1 OF 2)

BUYER'S INSPECTION ADVISORY (BIA-A PAGE 1 OF 2)Agent: **Ericka Jennings**Phone: **510.384.8014**Fax: **510.842.2008**

Prepared using zipForm® software

Broker: **Green Key Real Estate 2625 Alcatraz Ave., Ste. 205 Berkeley, CA 94705**

Property Address: 4383 Hilltop Dr., El Sobrante CA 94803-1322Date: September 21, 2011

5. **ROOF:** Present condition, age, leaks, and remaining useful life. (Roofing contractors are best suited to determine these conditions.)
6. **POOL/SPA:** Cracks, leaks or operational problems. (Pool contractors are best suited to determine these conditions.)
7. **WASTE DISPOSAL:** Type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
8. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components.
9. **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). (For more information on these items, you may consult an appropriate professional or read the booklets "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants," "Protect Your Family From Lead in Your Home" or both.)
10. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood. (A Geologist or Geotechnical Engineer is best suited to provide information on these conditions.)
11. **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. (An insurance agent is best suited to provide information on these conditions.)
12. **BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. (Such information is available from appropriate governmental agencies and private information providers. Brokers are not qualified to review or interpret any such information.)
13. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants; and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements. (Government agencies can provide information about these restrictions and other requirements.)
14. **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. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. (Local government agencies can provide information about these restrictions and other requirements.)
15. **NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to 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.

Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) 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.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

X

Buyer Signature _____ Date _____
Randall Goldstein, Leah Atwood

X

Buyer Signature _____ Date _____
Gavin Raders, Haleh Zandi

Seller Signature _____ Date _____
New Resource Bank

Seller Signature _____ Date _____

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ADDENDUM
(C.A.R. Form ADM, Revised 11/11)

No. 5

The following terms and conditions are hereby incorporated in and made a part of the: ☐ Residential Purchase Agreement, ☐ Manufactured Home Purchase Agreement, ☐ Business Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☒ Vacant Land Purchase Agreement, ☐ Residential Income Property Purchase Agreement, ☐ Commercial Property Purchase Agreement, ☐ Residential Listing Agreement, ☐ Buyer Representation Agreement, ☐ Other _____

dated September 21, 2011, on property known as 4823 Hilltop Dr.

in which Leah Atwood, Andrew Chahour, Gavin Raders, Haleh Zandi is referred to as ("Buyer/Tenant/Broker")
and New Resource Bank, is referred to as ("Seller/Landlord/Broker").

This Addendum No. 4 pertains to the property located at 4823 Hilltop Dr. situated in El Sobrante, County of Contra Costa, California, further described as Assessor's Parcel Nos. 426-182-(001 & 007), 426-192-(005 thru 008), 426-210-007, known collectively as the "Property".

1. Section 19B (1) of the Vacant Land Purchase Agreement and Section 3 are amended as follows. The Feasibility period is extended until June 1, 2012.

2. Section 1D of the Vacant Land Purchase Agreement is amended as follows, The Close of Escrow is extended until June 15, 2012.

3. All other terms and conditions shall remain the same.. All other terms and conditions shall remain the same.

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

Date _____

Date _____

Buyer/Tenant ☒ Leah Atwood, Andrew Chahour

Seller/Landlord New Resource Bank

Buyer/Tenant ☒ Gavin Raders, Haleh Zandi

Seller/Landlord _____

Broker _____

Broker _____

By Ericka Jennings

By Stephen Reilly

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ADM REVISED 11/11 (PAGE 1 OF 1)

Reviewed by _____ Date _____

ADDENDUM (ADM PAGE 1 OF 1)

Agent: **Ericka Jennings**

Phone: **510.384.8014**

Fax: **510.842.2008**

Prepared using zipForm® software

Broker: **Green Key Real Estate 2625 Alcatraz Ave., Ste. 205 Berkeley, CA 94705**

Financial Projections

Our financial plan is simple: We need to raise \$836,250 from private loans and personal investors in order to purchase the land and build the first home along with necessary infrastructure. This round of investment will create a domino effect to fund continuing development. With the first home as collateral, we'll lock in a 30-year low-interest mortgage to pay back short-term loans and build the second home. A 30-year mortgage on the second home will build the third, and so on. In just four years, we'll have all four homes and granny units built, with 28 bedrooms that we'll rent for \$700/month each, resulting in a 14% net annual profit. We've already raised \$300,000!

Phase 1

Revenues

# of rooms for rent		7
Monthly Rent/Room	\$	650.00
Adjusted* Monthly Rent	\$	4,462.50
Adjusted* Annual Rent	\$	53,550.00

*collecting only 51 wks/yr

Costs

Land	7 Parcels - 10 Acres		\$	300,000.00
Permitting	consultants and studies	\$	15,000.00	
	county costs	\$	15,000.00	
	building permits	\$	15,000.00	
	impact/hookup fees	\$	15,000.00	
	Subtotal		\$	60,000.00
Infrastructure	engineering	\$	25,000.00	
	road	\$	12,500.00	
	sewer connection	\$	5,000.00	
	gas line	\$	3,750.00	
	electrical line	\$	3,750.00	
	water line	\$	6,250.00	
	Subtotal		\$	56,250.00
House	number of houses			1.00

	bedrooms per house	5.00	
	avg sq ft/house	2,000.00	
	total square feet	2,000.00	
	cost per square foot	\$	130.00
	building pads/grading/ho	\$	5,000.00
	total square feet of house	2,000	
	total bedrooms		
Second Unit	number of granny units	1	
	bedrooms per house	2	
	ave ft2/house	1,000	
	total square feet	1,000	
	cost per square foot	\$	150.00
	building pads/grading/ho	\$	5,000.00
	Housing Subtotal	\$	420,000.00
	total sq ft		3,000
	total bedrooms		7

Phase 1 Cost Total **\$ 836,250.00**

				Monthly Payment
(3 yrs grace period)	Ph 1 Amount Financed	\$	536,250.00	
	Payback Term in YRS		5	4% (\$9,875.86)
	Annual Payment		(\$118,510.32)	
	Property Taxes	\$	4,500.00	
	Insurance	\$	1,500.00	
	Maintenance	\$	3,000.00	
	Adjusted* Annual Rent	\$	53,550.00	
	Total Annual Cost	\$	127,510.32	
	Annual Cash Flow	\$	(73,960.32)	
	Cash Flow/Equity	\$	(0.25)	

Phases 2 and Beyond: Completed Housing Infrastructure

Revenues

# of rooms for rent		28
Monthly Rent/Room	\$	700.00
Adjusted* Monthly Rent	\$	19,223.08
Adjusted* Annual Rent	\$	226,240.83
*collecting only 51 wks/yr		

Costs

Infrastructure	engineering	\$	75,000.00	
	road	\$	37,500.00	
	sewer connections	\$	15,000.00	
	gas lines	\$	11,250.00	
	electrical lines	\$	11,250.00	
	water lines	\$	18,750.00	
	Subtotal	\$		168,750.00
Houses	number of houses		3	
	bedrooms per house		5	
	avg sq ft/house		2,000	
	total square feet		6,000	
	cost per square foot	\$	130.00	
	building pads/grading/ho	\$	5,000.00	
Second Units	number of granny units		3	
	bedrooms per house		2	
	ave ft2/house		1,000	
	total square feet		3,000	
	cost per square foot	\$	150.00	
	building pads/grading/ho	\$	5,000.00	

Housing Subtotal	\$	1,260,000.00
total sq ft		9,000
total bedrooms		21

Total Additional Costs

\$1,428,750.00

Ph 2 Amount Financed	\$	1,428,750.00	Monthly Payment	Annual Payment
Ph 2 Payback in YRS		30	5%	<div> <div>(\$7,669.84)</div> <div>(\$92,038.07)</div> </div>

Completed Project Totals

Total Capital Cost	\$	2,565,000.00	
Percent Financed		83.00%	
Amount Financed	\$	2,128,950.00	
Equity Needed	\$	436,050.00	
Rentable Bedrooms		28	
Rent/room	\$	700.00	
Adjusted* annual rent	\$	230,676.92	*collecting only 51 wks/yr
Annual Payment		<div>(\$151,293.23)</div>	
Property Taxes	\$	7,500.00	
Insurance	\$	2,500.00	
Maintenance	\$	5,000.00	
Total Annual Cost		\$166,293.23	
Annual Cash Flow	\$	64,383.70	
Cash Flow/Equity		14.77%	