

16-1048

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Mail

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COMPOSE

Etta Armstrong

Oct 25 (3 days ago) ★

to me

Sent from my iPhone

Begin forwarded message:

Inbox (65)
Starred
Important
Sent Mail
Drafts
Blue Slips (9)
Environmental
Follow up
Funnies (17)
Grievance
INVALID_LABEL
Keep
Marijuana
Misc (4)
Office Depot (76)
Priority

From: csc-vv@mail.com

Date: October 25, 2016 at 11:08:29 AM PDT

To: sharon.dickinson@lacity.org, councilmember.huizar@lacity.org,
councilmember.english@lacity.org, councilmember.cedillo@lacity.org,
councilmember.harris-dawson@lacity.org,
councilmember.price@lacity.org, etta.armstrong@lacity.org

Subject: FWD: FW: UB-please add to case file 16-1048

Dear Plum Committee Councilmembers,

Although this may be perceived as a civil matter, it is absolutely imperative the committee understand the risks of approving a proposal submitted by these individuals. THEY DO NOT OWN THE PROPERTY and are SUING THE ELDERLY OWNERS TO FORCE THEM INTO DOING SO.

This is unacceptable and requires your immediate denial of this invalid proposal. DCP has turned a blind eye to these facts ignoring the harm applicants have already caused.

We do not condone this behaviour by rewarding them a ticket into a community they have no business in.

We do not elect our council members to put so many people in harms way just because an applicant has an idea of how someone else's community should be.

Removing our affordable housing for demolition purposes is unacceptable and will no longer be tolerated.

People are done. People have had enough. This is not what you were elected to do.

Search people...

Adam Lid
Alan Alietti
Brian Walters
Gloria Pinon
Holly Wolcott
CANDY IS MY F...
Judy Clarke
Michael Espinosa
Patrice Lattimore
Sharon Dickinson
Carolina Peters



Business Search - Results

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through **Business Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an

- [Select an entity name below to view additional information.](#) Results are listed alphabetically in ascending order by entity name.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search refer to [Search Tips](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

Results of search for " URBAN-BLOX " returned no entity records.

Record not found.



[Modify Search](#) [New Search](#)

Business Search - Results

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- [Select an entity name below to view additional information.](#) Results are listed alphabetically in ascending order by entity name.
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- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

Results of search for " URBAN BLOX " returned no entity records.

Record not found.



[Modify Search](#) [New Search](#)

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:

5443111

Incorporation Date /
Formation Date:

12/4/2013
(mm/dd/yyyy)

Entity Name:

URBAN BLOX, LLC

Entity Kind:

Limited
Liability
Company

Entity Type:

General

Residency:

Domestic

State:

DELAWARE

REGISTERED AGENT INFORMATION

Name:

REGISTERED AGENT SOLUTIONS, INC.

Address:

1679 S DUPONT HWY STE 100

City:

DOVER

County:

Kent

State:

DE

Postal Code:

19901

Phone:

888-716-7274

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like Status Status, Tax & History Information

1 ALAN J. DROSTE SBN 105616
2 KING PARRET & DROSTE LLP
3 450 Newport Center Drive, Suite 500
4 Newport Beach, California 92660
5 E-mail: adroste@kpdlex.com
6 Telephone: (949) 644-3400
7 Direct: (949) 939-3484
8 Facsimile: (949) 644-3993

9 Attorneys for Plaintiff
10 UB Valley Village, LLC,
11 a Delaware limited liability company

FILED
LOS ANGELES SUPERIOR COURT

SEP 07 2016

Sherril R. Carter, Executive Officer/Clerk
By *[Signature]*, Deputy
Held/Hanked

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF LOS ANGELES

14 NORTH CENTRAL DISTRICT – BURBANK COURTHOUSE

15 UB VALLEY VILLAGE, LLC,
16 a Delaware limited liability company,

17 Plaintiff,

18 vs.

19 SYDNEY A. EDWARDS, Trustee of the
20 Edwards Living Trust; MARTA LATHROP,
21 an individual; and DOES 1 through 20,
22 inclusive,

23 Defendants.

Case No.

EC 06 57 34

COMPLAINT FOR:

- (1) SPECIFIC PERFORMANCE FOR BREACH OF CONTRACT TO SELL REAL PROPERTY; AND
(2) DAMAGES FOR BREACH OF CONTRACT

24 Plaintiff UB VALLEY VILLAGE, LLC, a Delaware limited liability company, hereby
25 alleges as follows:

PARTIES, JURISDICTION AND VENUE

26 1. Plaintiff UB VALLEY VILLAGE, LLC ("Plaintiff") is a Delaware limited
27 liability company qualified to do business in the State of California and with its principal place
28 of business in Los Angeles County, California.

29 2. Plaintiff is informed and believes and on that basis alleges that Defendant
30 SYDNEY A. EDWARDS, Trustee of the Edwards Living Trust ("Edwards") is a resident of
31 the County of Los Angeles, State of California.

Case assigned to Court Clerk: Doreen Glendale
Courtroom: Glendale, CA 91206
Further proceedings.

1 dated February 25, 2015; Probate Purchase Agreement and Joint Escrow Instructions dated
2 February 17, 2015; Probate Advisory executed on or about February 25, 2015; and Addendum
3 No. 1 executed on or about February 25, 2015 (the "Addendum") – (all collectively, the
4 "Purchase Agreement"), and all attached collectively as Exhibit 1 and incorporated by this
5 reference.

6 9. The legal description of the Property is that certain land situated in the County
7 of Los Angeles, State of California, described as follows:

8 EASTERLY 75 FEET OF LOT 7 OF TRACT NO. 1487, AS PER MAP
9 RECORDED IN BOOK 20, PAGE 29 OF MAPS, IN THE OFFICE OF THE
10 COUNTY RECORDER OF LOS ANGELES COUNTY.

11 10. Paragraph 26 of the Purchase Agreement provides for the prevailing party to
12 recovery its reasonable attorney's fees and costs incurred.

13 11. On or about May 15, 2015, Urban Blox, LLC, assigned all right and title to and
14 interest in the Purchase Agreement and the Property to Plaintiff UB Valley Village, LLC, as
15 Assignee, which assumed all rights of Buyer. A copy of the Assignment is attached as Exhibit
16 2 and incorporated by this reference.

17 12. Plaintiff, as Buyer, has performed its obligations under the Purchase
18 Agreement, including but not limited to making the \$52,000 deposit into escrow.

19 13. As set forth in the Addendum (Exhibit 1), escrow is to close within fifteen (15)
20 days after tenant Jennifer Getz ("Getz") is evicted and removed from the Property by
21 Defendants. Under the Purchase Agreement, including the implied covenant of good faith and
22 fair dealing, Defendants are obligated to evict and remove Getz from the Property to satisfy the
23 condition to close escrow and complete the transfer of the property to Plaintiff.

24 14. Contrary to their obligations under the Purchase Agreement, Defendants,
25 through one of their agents, on Thursday, September 1, 2016, communicated Defendants'
26 intention to offer Getz an option to purchase the Property. Such an option to the Property in
27 favor of Getz would jeopardize Plaintiff's rights, and Defendants' repudiation constitutes
28

1 breach of contract. To protect and enforce its rights under the Purchase Agreement, Plaintiff
2 was required to file the present complaint.

3 15. Plaintiff has performed all of its obligations and covenants under the terms and
4 provisions of the Purchase Agreement, except to the extent they have been prevented, excused,
5 or interfered with by the acts, conduct and omissions of Defendants, and Plaintiff stands ready,
6 willing and able to perform under the terms and provisions of the Purchase Agreement.

7 16. At the time of the execution of the Purchase Agreement, the purchase price was
8 fair, just and adequate. Plaintiff has no adequate remedy at law, including but not limited to
9 the fact that the Purchase Agreement is a contract for the transfer of real property, and
10 pursuant to California Civil Code Section 3387 money damages are presumed inadequate for
11 breach, and furthermore Plaintiff has taken substantial additional actions in reliance on
12 Defendants' performance of the Purchase Agreement and the transfer of the Property to
13 Plaintiff, which cannot be fully compensated by monetary damages.

14 17. Accordingly, Plaintiff is entitled to specific performance of the Purchase
15 Agreement and the transfer of the Property to Plaintiff pursuant to its terms, provisions,
16 covenants and conditions, and upon such other conditions as the Court deems equitable,
17 including but not limited to the award of consequential and incidental damages.

18 **SECOND CAUSE OF ACTION**

19 **(Damages for Breach of Contract – Against All Defendants)**

20 18. Plaintiff hereby incorporates by reference paragraphs 1 through 6 and 8 through
21 15 as though set forth in full.

22 19. Defendants' conduct including repudiation of Plaintiff's rights under the
23 Purchase Agreement constitutes a breach of contract and has resulted in damages to Plaintiff
24 according to proof.

25 20. As a direct and proximate result of Defendants' breach of the Purchase
26 Agreement, and in accordance with California Civil Code Sections 3300 and 3306, and
27 although the award of damages remains inadequate except to offset the purchase price in the
28 claim for specific performance, Plaintiff is entitled to damages to compensate for all detriment

1 proximately caused by the breach or which would be likely to result therefrom, including (i)
2 the portion of the price paid, (ii) the expenses incurred in examining the title and preparing the
3 necessary papers, (iii) the difference between the price agreed to be paid pursuant to the
4 Purchase Agreement and the value of the Property; (iv) the expenses incurred in preparing to
5 enter upon the land, (v) consequential damages according to proof, and (vi) prejudgment
6 interest.

7 PRAYER

8 WHEREFORE, Plaintiff prays for the following relief:

9 A. For an order of specific performance and a judgment decreeing the conveyance
10 of the Property to Plaintiff, in accordance with terms and conditions of the Purchase
11 Agreement as alleged in this Complaint and as awarded by the Court, including but not limited
12 to consequential and incidental damages;

13 B. In the alternative, and only if the Court were not to decree specific
14 performance, for compensatory damages for Defendants' breach of the Purchase Agreement
15 according to proof at trial;

16 C. For pre-judgment interest at 10 percent per annum as permitted by law;

17 D. For costs and the award of attorney's fees pursuant to the Purchase Agreement;

18 and

19 E. For all such other and further relief as the Court deems just and proper.

20 DATED: September 7, 2016

KING PARRET & DROSTE LLP

21
22 By: 

Alan J. Droste

23 Attorneys for Plaintiff
24 UB VALLEY VILLAGE, LLC,
25 a Delaware limited liability company
26
27
28



CALIFORNIA
ASSOCIATION
OF REALTORS

SELLER COUNTER OFFER No. 1
May not be used as a multiple counter offer.
(C.A.R. Form 800, 11/14)

Date February 25, 2015

This is a counter offer to the: California Residential Purchase Agreement, Buyer Counter Offer No. _____ or Other PPA _____ ("Offer"), dated February 17, 2015, on property known as 5303 Hermitage Ave, Valley Village, ("Property"), between Urban Blox LLC and/or Assignee, and/or Assignee ("Buyer") and Marta Lathrop, Edwards Living Trust ("Seller").

1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
- A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer or an addendum.
 - B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer.
 - C. OTHER TERMS: 1) - BUYER TO PROVIDE VERIFICATION OF FUNDS TO CLOSE THE ESCROW UPON ACCEPTANCE OF COUNTER SCOW. (2) - BUYER TO PROVIDE PROOF THAT RAFFI SHINIYAN HAS THE LEGAL RIGHT TO SIGN ON BEHALF OF URBAN BLOX LLC UPON ACCEPTANCE OF SCOW (3) - NO APPRAISAL CONTINGENCY (4) - 11A OF PPA, CHECK BOX TO APPLY, IF BUYER DOES NOT INTEND TO LIVE IN PROPERTY (5) - 11D OF PPA TENANT TO REMAIN IN POSSESSION TO APPLY WITH THE EXCEPTION OF JENNIFER GETZ, ADDENDUM #1 IS ACCEPTABLE. (6) - TITLE TO BE WESTERN RESOURCES (7) - 9B21 & 211 OF PPA IF APPLICABLE SHALL BE BUYER RESPONSIBILITY, (8) - BUYER AGREES TO ACCEPT THE CLOUD ON TITLE RECORDED "NOTICE OF CODE VIOLATION" #20130687285 (9) - IT IS AGREED THAT PARAGRAPH 32 OF PPA, IS HEREBY EXTENDED TO 2/26/15.

D. The following attached addenda are incorporated into this Seller Counter offer: Addendum No. _____
 NOTICE OF CODE VIOLATION #20130687285 PRELIMINARY TITLE REPORT

2. EXPIRATION: This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:
- A. Unless by 5:00pm on the third Day After the date it is signed in paragraph 3 (if more than one signature then, the last signature date) (or by AM PM on _____ (date)) (i) it is signed in paragraph 4 by Buyer and (ii) a copy of the signed Seller Counter Offer is personally received by Seller or _____, who is authorized to receive it.
 - OR B. If Seller withdraws it in writing (CAR Form WOO) anytime prior to Acceptance.

3. OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.
Seller Marta Lathrop Date 2-25-15
Seller Edwards Living Trust Date 2/25/15

4. ACCEPTANCE: I/WE accept the above Seller Counter Offer (if checked SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a copy.
Buyer Urban Blox LLC and/or Assignee Date _____ Time _____ AM PM
Buyer and/or Assignee Date _____ Time _____ AM PM

CONFIRMATION OF ACCEPTANCE:

(SL) (Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Seller, or Seller's authorized agent as specified in paragraph 2A on (date) _____ at _____ AM PM. A Binding Agreement is created when a Copy of Signed Acceptance is personally received by Seller or Seller's authorized agent whether or not confirmed in this document.

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Reviewed by _____ Date _____



SC0 11/14 (PAGE 1 OF 1)

SELLER COUNTER OFFER (SC0 PAGE 1 OF 1)

Printed and Mailed: 18160 Verba Vista Drive #241, Van Nuys, CA 91411 Phone: 310.335.5093 Fax: 310.335.5094
Twany McBride Lathrop Produced with zipForms by eplc, 18970 Fillmore Mills Road, Fraser, Michigan 48034 info@zipforms.com

Exhibit 1



CALIFORNIA ASSOCIATION OF REALTORS

PROBATE PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

For Probate, Conservatorship and Guardianship Property Under the Authority of the Probate Code. (C.A.R. Form PPA, Revised 11/14)

To the court-appointed representative ("Representative") of an estate, conservatorship or guardianship identified in the Superior Court ("Seller");

Date Prepared: February 17, 2015

1. OFFER:

- A. THIS IS AN OFFER FROM Urban Blox LLC and/or Assignee ("Buyer").
B. THE REAL PROPERTY to be acquired is 5303 Hermitage Avenue, Valley Village (City), Los Angeles County, California, 91607 (Zip Code), Assessor's Parcel No. 2347-025-010 ("Property").
C. THE PURCHASE PRICE offered is One Million, Seven Hundred Fifty Thousand Dollars \$ 1,750,000.00
D. CLOSE OF ESCROW shall occur on See ADM-1 (date) or Days After Acceptance.
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: Listing Agent First Team Estates of Malkin Properties Inc. (Print Firm Name) is the agent of (check one): X the Seller exclusively; or both the Buyer and Seller. Selling Agent Marcus & Millichap Real Estate Investment Services (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): X the Buyer exclusively; or both the Buyer and Seller.
C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Obtaining the loans below is NOT a contingency of this Agreement unless paragraph 3E(1) is checked. If Buyer does not obtain the loan(s) and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies. Obtaining deposit, down payment and closing costs are covenants of this Agreement. Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 52,000.00
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, cashier's check, personal check, other within 3 business days after Acceptance (or OR (2) Buyer Deposit with Agent: Buyer has given the deposit by personal check (or to the agent submitting the offer (or to The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance (or If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) of the time the increased deposit is delivered to Escrow Holder.
C. ALL CASH OFFER: No loan is needed to purchase the Property. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or Buyer shall, within 3 (or Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

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

Buyer's Initials (KS)
2014, California Association of REALTORS, Inc.
PPA REVISED 11/14 (PAGE 1 OF 10)

Seller's Initials (SSE 11.17.15)



Exhibit 1

Property Address: 5303 Hermitage Avenue, Valley Village, CA 91607

Date: February 17, 2015

E. LOAN TERMS:

(1) LOAN CONTINGENCY: (Applies only if checked) 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. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations to obtain and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement.

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

(b) LOAN CONTINGENCY REMOVAL: Within 21 (or ___) Days After Acceptance, Buyer shall, as specified in paragraph 17, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

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

F. ADDITIONAL FINANCING TERMS:

G. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 1,698,000.00 to be deposited with Escrow Holder pursuant to Escrow Holder Instructions.

H. PURCHASE PRICE (TOTAL): \$ 1,750,000.00

I. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3D(4) (a) shall, within 3 (or ___) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. () Verification attached.)

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

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

4. DETERMINATION OF TYPE OF PROBATE AND COURT CONFIRMATION (Check the option below that applies):

A. Type of Probate: Seller shall inform Buyer at the time of () Acceptance or (X) within the time for Seller Disclosures in paragraph 17 if the Property is being sold as part of a decedent's estate, conservatorship or guardianship.

(1) If the property is being sold through a conservatorship or guardianship, then court confirmation is required and the sale shall proceed under paragraph 4B(2).

(2) If property is being sold as part of a decedent's estate, paragraph 4B(1) applies unless 4B(2) or 4B(3) is checked.

B. (1) Court Confirmation Undetermined: Seller shall inform Buyer at time of () Acceptance or (X) within the time for Seller Disclosures in paragraph 17 if court confirmation is required. The sale will proceed under paragraph 4B(2) if court confirmation is required and under 4B(3) if court confirmation is not required.

(2) () Court Confirmation Required: The sale is contingent upon court confirmation. This allows for open, competitive bidding at the court hearing. The minimum overbid price shall be an amount equal to the accepted purchase price, plus five percent of that amount, and \$500. The court shall determine any further incremental overbidding amounts. See paragraph 5 for terms of court confirmation of the sale.

(3) (X) Court Confirmation Not Required: Court confirmation of the sale may not be required, subject to notice of the terms of the sale to beneficiaries/heirs. If a beneficiary/their objects to the terms of sale, court confirmation of the sale shall be required. See paragraph 5 for terms of court confirmation of the sale. Buyer shall have 3 Days After receipt of notification of a beneficiary or heir's objection to elect to cancel this Agreement. If Buyer elects to cancel, Seller shall refund deposit money held, less applicable costs.

5. WHEN COURT CONFIRMATION IS REQUIRED:

A. Seller shall file a Petition to confirm the sale of the Property with the court. Seller shall notify Buyer in writing of the court confirmation hearing date, time and location at least 7 (or ___) days prior to the court confirmation hearing date. Broker strongly recommends that Buyer personally appear at the court confirmation hearing to protect Buyer's position in the event of overbidding.

Buyer's Initials (KS)

Seller's Initials (*S.S. M.L.*)

PPA REVISED 11/14 (PAGE 2 OF 10)



Exhibit 1

Property Address: 5303 Hermitage Avenue, Valley Village, CA 91607

Date: February 17, 2015

- B. California Probate Code may require a legal notice to be published in a local newspaper advertising the sale of the Property. If publication is required, Buyer understands that Seller is unable to accept Buyer's offer until after the expiration of the period set forth in the published notice. In such case, acceptance of this offer prior to publication is VOIDABLE.
- If the court approves the sale to Buyer, all deposit money held on behalf of Seller shall be applied toward the purchase price. If the sale is not confirmed to Buyer due to an overbid, Buyer's deposit money, less applicable costs, shall be returned to Buyer. If the sale is confirmed by the court, an Order Confirming Sale to Buyer will be issued by the court. Buyer shall pay the balance of the purchase price within 10 (or _____) Days from receipt of such Order by Escrow Holder or Buyer.
- C. The purchase price offered must be at least 90 percent of the probate referee's appraised or re-appraised value of the Property, unless exempt. If the purchase price is less than 90 percent of the probate referee's appraised value, Buyer may increase the purchase price to the minimum amount required, or may withdraw from this transaction and receive a refund of Buyer's deposit, less applicable costs. IF BUYER DEFAULTS AFTER COURT CONFIRMATION, THE ORDER CONFIRMING SALE MAY BE VACATED. THIS MAY RESULT IN BUYER'S FORFEITURE OF THE FULL DEPOSIT, OR ANY AMOUNT THE COURT MAY DETERMINE TO SATISFY ANY DEFICIENCY OF SALE PRICE, COSTS, OR OTHER LOSSES BY THE SELLER.
- D. Seller may remove the Property from the court calendar if Buyer has not removed all contingencies (or, only these contingencies checked below) at least 10 (or _____) days prior to the court confirmation hearing date.
 - Financing Contingency (paragraph 3E).
 - Lead-Based Paint Hazard Disclosures (paragraph 12A).
 - Natural and Environmental Disclosures (paragraph 12B).
 - Condominium/Planned Unit Development Disclosures (paragraph 12F).
 - Buyer's Investigation of Property (paragraph 14).
 - Review Of A Preliminary (Title) Report (paragraph 15A).

6. SALE OF BUYER'S PROPERTY:

- A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
- OR B. This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

7. ADDENDA AND ADVISORIES:

- A. ADDENDA:
 - Addendum # 1 (C.A.R. Form ADM)
 - Back Up Offer Addendum (C.A.R. Form BUO)
 - Septic, Well and Property Monument Addendum
 - Short Sale Addendum (C.A.R. Form SSA) (C.A.R. Form SWPI)
 - Other
- B. BUYER AND SELLER ADVISORIES:
 - 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)
 - Short Sale Information and Advisory (C.A.R. Form SSIA)
 - Other

8. OTHER TERMS:

9. ALLOCATION OF COSTS

- A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.
 - (1) Buyer Seller shall pay for a natural hazard zone disclosure report, including tax, environmental Other: _____ prepared by MyNHD
 - (2) Buyer Seller shall pay for the following Report prepared by _____
 - (3) Buyer Seller shall pay for the following Report prepared by _____
- B. GOVERNMENT REQUIREMENTS AND RETROFIT:
 - (1) Buyer Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.
 - (2) (i) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
 - (ii) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
 - (iii) Buyer shall be provided, within the time specified in paragraph 17A, 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.
- C. ESCROW AND TITLE:
 - (1) (a) Buyer Seller shall pay escrow fee 50/50 split
 - (b) Escrow Holder shall be Wishiro Escrow (Eric Schewell)
 - (c) The Parties shall, within 5 (or _____) Days After receipt, sign and return Escrow Holder's general provisions.

Buyer's Initials (RS) (_____)

Seller's Initials (MS) (M.L.)



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(2) (a) Buyer | Seller shall pay for owner's title insurance policy specified in paragraph 15E

(b) Owner's title policy to be issued by _____

(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

(1) Buyer Seller shall pay County transfer tax or fee

(2) Buyer Seller shall pay City transfer tax or fee

(3) Buyer Seller shall pay Homeowners' Association ("HOA") transfer fee

(4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.

(5) Buyer Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.

(6) Buyer Seller shall pay for any private transfer fee

(7) Buyer Seller shall pay for _____

(8) Buyer Seller shall pay for _____

(9) Buyer Seller shall pay for the cost, not to exceed \$ _____ of a standard (upgraded) one-year home warranty plan, issued by _____ with the following optional coverages: Air Conditioner Pool/Spa Other _____

Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

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

10. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 10B or C.

B. ITEMS INCLUDED IN SALE: Except as otherwise specified or disclosed,

(1) All EXISTING fixtures and fittings that are attached to the Property;

(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: all stove(s), except _____; all refrigerator(s) except _____; all washer(s) and dryer(s), except _____

(3) Existing integrated phone and home automation systems, including necessary components such as Intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (are NOT) included in the sale.

(4) LEASED OR LIENED ITEMS AND SYSTEMS: Seller shall, within the time specified in paragraph 17A, (i) disclose to Buyer if any item or system specified in paragraph 10 or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency of this Agreement as specified in paragraph 14B.

(5) The following additional items: _____

(6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 10B(4) and _____ and (ii) are transferred without Seller warranty regardless of value.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (i) 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; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) _____

_____ Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or, _____ will be removed and holes or other damage shall be repaired, but not painted).

11. CLOSING AND POSSESSION:

A. Buyer intends (or, _____ does not intend) to occupy the Property as Buyer's primary residence.

B. Seller-occupied or vacant property: Possession shall be delivered to Buyer: (i) at 6 PM or (AM, PM) on the date of Close Of Escrow; (ii) no later than _____ calendar days after Close Of Escrow; or (iii) at _____ AM PM on _____

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

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

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

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

Buyer's Initials (KS)
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Seller's Initials (MS AB)
PROBATE PURCHASE AGREEMENT (PPA PAGE 4 OF 10)



Exhibit 1

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

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

A. (1) Seller shall, within the time specified in paragraph 17A, deliver to Buyer, if required by Law: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures").

(2) Buyer shall, within the time specified in paragraph 17B(1), return a Signed Copy of the Lead Disclosures to Seller.

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

(4) If any disclosure or notice specified in 12A(1), or subsequent or amended disclosure or notice is delivered to Buyer after the offer is signed, Buyer shall have the right to cancel this Agreement within 3 Days After Delivery in person, or 5 Days After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.

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

B. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS: Within the time specified in paragraph 17A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

C. WITHHOLDING TAXES: Within the time specified in paragraph 17A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

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

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

F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

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

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or ...) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall normalize 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 17B(3). The Party specified in paragraph 9, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

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

A. Seller shall, within the time specified in paragraph 17A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.

B. Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 17B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make repairs or take other action.

C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.

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

A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 17B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, in conducting inspections, investigations, tests, surveys and other studies ("Buyer Investigations") including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood-destroying pests and organisms. Any inspection for wood-destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be segregated

Buyer's Initials (RS) ()
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Seller's Initials (RL) (ML)

PROBATE PURCHASE AGREEMENT (PPA PAGE 5 OF 10)

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- into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; (v) review and seek approval of leases that may need to be assumed by Buyer; and (vi) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer investigations except to the extent required to prepare a Pest Control Report; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by law.
- B. Seller shall make the Property available for all Buyer investigations. Buyer shall (i) as specified in paragraph 17B, complete Buyer investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete copies of all such investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's investigations and through the date possession is made available to Buyer.
- D. Buyer indemnify and seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

15. TITLE AND VESTING:

- A. Within the time specified in paragraph 17, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 17B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers, except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters; whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 17A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a CALIFORNIA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

16. VESTING: Buyer intends to take title as follows:

THE MANNER OF TAKING TITLE MAY HAVE SERIOUS LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL. Seller will not Petition the Court for confirmation until vesting has been designated. If vesting is not designated above, Buyer has 10 (or 1) Days After Acceptance to designate in writing how title is to be taken.

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

- A. SELLER HAS: 7 (or 3) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 7A, 8, 9, 10B(4), 12A, B, C, and F, 13A, and 15A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.
- B. (1) BUYER HAS: 17 (or 25) Days After Acceptance, unless otherwise agreed in writing, to:
 - (i) complete all Buyer investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 10B(4), and other applicable information, which Buyer receives from Seller, and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 12A.
 - (2) Within the time specified in paragraph 17B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRR) Buyer's requests.
 - (3) By the end of the time specified in paragraph 17B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 17A, then Buyer has 5 (or 1) Days After Delivery of any such items, or the time specified in paragraph 17B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
 - (4) Continuation of Contingency: Even after the end of the time specified in paragraph 17B(1) and before Seller cancels, if at all, pursuant to paragraph 17C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 17C(1).

Buyer's Initials (KS)

Seller's Initials (S.L., M.L.)

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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 NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3E(1); (iv) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; (v) Return Statutory and Lead Disclosures as required by paragraph 17B(1); or (vi) Provide evidence of authority to sign in a representative capacity as specified in paragraph 22. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

D. NOTICE TO BUYER OR SELLER TO PERFORM: The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or _____) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 17.

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

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

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

18. REPAIRS: Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for repairs performed by others; (ii) prepare a written statement indicating the repairs performed by Seller and the date of such repairs; and (iii) provide copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

19. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property within 5 (or) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 13; (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).

20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

21. BROKERS:

A. COMPENSATION: Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

Buyer's Initials (RS)

Seller's Initials (Joe M.L.)

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PROBATE PURCHASE AGREEMENT (PPA PAGE 7 OF 10)
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Exhibit 1

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Date: February 17, 2016

- B. SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
22. REPRESENTATIVE CAPACITY: If one or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual then that Buyer shall so indicate in paragraph 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Whenever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable trust document, or portion thereof; letters testamentary, court order, power of attorney, resolution, or formation documents of the business entity).
23. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 6B, 7A, 8, 9, 12C, 15, 17G, 20, 21A, 22, 23, 27, 30, 31, 32 and 33 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 21A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 9C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.
- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 12C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.
- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 21A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 21A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.
24. 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.
25. MULTIPLE LISTING SERVICE ("MLS"): Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
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 attorneys fees and costs from the non-prevailing Buyer or Seller.
27. ASSIGNMENT: Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form AQAA).

Buyer's Initials (KS) ()

Seller's Initials (APC) (M.L.)

PPA REVISED 11/14 (PAGE 8 OF 10)

PROBATE PURCHASE AGREEMENT (PPA PAGE 8 OF 10)
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Hermitage

Exhibit 1

Property Address: 5303 Hermitage Avenue, Valley Village, CA 91607

Date: February 17, 2015

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

29. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the above terms and conditions. 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.

30. 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.

31. DEFINITIONS: As used in this Agreement:

- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
- B. "Agreement" means this document and any incorporated addenda, counter offers and written terms Signed by all Parties collectively forming the binding agreement between the Parties. All terms and conditions of any addenda checked and Signed are incorporated into this Agreement.
- C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
- D. "Close Of Escrow" or "COE" means the date the grant deed, or other evidence of transfer of title, is recorded.
- E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
- F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
- G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon; personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
- J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- M. "Representative" means the court-appointed representative, administrator, executor, executrix, conservator, Guardian, or other court-appointed representatives of a person or estate subject to the jurisdiction of a probate court.
- N. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.

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

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

Date 2/19/2015 BUYER Raffi Skirvinian

(Print name) Urban Blox LLC and/or Assigned

Date _____ BUYER _____

(Print name) _____

Additional Signature Addendum attached (C.A.R. Form ASA).
Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.

Seller's Initials (SKL) (M.L.)



Property Address: 5303 Hermitage Avenue, Valley Village, CA 91607

Date: February 17, 2015

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

(If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED: 2-25-15

SELLER By Sydney A Edwards, Trustee (Print name)

Date 2/19/15

Court-Appointed Representative(s) of SELLER By Marta Lathrop (Print name)

Date 2-25-15

Court-Appointed Representative(s) of Additional Signature Addendum attached (C.A.R. Form ASA).

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

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
B. Agency relationships are confirmed as stated in paragraph 2.
C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS.

Real Estate Broker (Selling Firm) Marcus & Millichap Real Estate Investment Services. CalBRE Lic. # [blank] Date 2/19/2015. Real Estate Broker (Listing Firm) First Team Estates Malibu Properties Inc. CalBRE Lic. # D1887878 Date 2/22/15.

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, [] a deposit in the amount of \$ []), counter offer numbers [] Seller's Statement of Information and [] and agrees to act as Escrow Holder subject to paragraph 23 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions. Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is []

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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Exhibit 1



CALIFORNIA ASSOCIATION OF REALTORS

PROBATE ADVISORY FOR PROBATE, CONSERVATORSHIP AND GUARDIANSHIP PROPERTIES (C.A.R. Form PAK, Revised 4/11)

5303 Hermitage Avenue

The sale of the Property described as (address) Valley Village, CA 91607 pursuant to the attached Probate Purchase Agreement (C.A.R. Form PPA), is made under authority of the California Probate Code. The Seller is not the title owner, but instead is a representative of a probate estate, a guardianship or a conservatorship. The sale may require a court order. Many obligations imposed upon sellers, particularly sellers of real property containing one-to-four dwelling units, may not be applicable to the sale of this property. However, even though the seller is exempt from many obligations, the seller must still comply with many others. Further, any real estate licensee representing Buyer or Seller in the transaction may have duties independent of the principals. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the attached agreement.

EXEMPTIONS:

- 1. TDS, NHD, Mello-Roos: Seller is exempt from providing Buyer with the Real Estate Transfer Disclosure Statement (TDS), Natural Hazard Disclosure Statement (NHD), and a Mello-Roos district lien disclosure, pursuant to California Civil Code either for "transfers pursuant to court order" or for "transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust."
2. Earthquake Guides: Seller is exempt from providing either a Homeowner's or Commercial Property Owner's Guide to Earthquake Safety.
3. Smoke Detectors: The sale is exempt from the State requirements that, for single family residences, operable smoke detectors be in place and that a written statement of compliance be provided to Buyer.

REQUIREMENTS:

- 1. Disclosures: Seller is not exempt from common law and statutory duties concerning fraud and deceit, even though the specific TDS form is not required to be completed. Seller remains obligated to disclose known material facts affecting the value and desirability of the property.
2. Hazard Zones: Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States Code, even though, pursuant to the Civil Code, the specific NHD form is not required to be completed.
3. Water Heaters: The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped.
4. Lead-based Paint: The Seller is not exempt from the federal obligation to (i) disclose known lead-based paint and lead-based paint hazards; (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the property; (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home," and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.
5. Carbon Monoxide Devices: The sale is not exempt from the State requirements that on or before July 1, 2011, for all existing single family dwelling units, and on or before January 1, 2013, for all other existing dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshall in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.
6. Data Base Disclosure: The sale is not exempt from the requirement that residential sales contracts contain a notice regarding the availability of information about registered sex offenders.
7. Tax Withholding: The sale is not exempt from the obligation of the buyer to withhold a portion of the purchase price under federal law if the transferor is a "foreign person" or under state law if the transferor had a last known street address outside of California. Federal: For federal purposes, a non-resident alien includes a fiduciary. An administrator or executor of an estate is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. State: If the decedent was a California resident at the time of death, the estate is treated as a California resident regardless of the residency of the executor or administrator.

Buyer's Initials (RS) ()

Seller's Initials (S.C.E.M.L.)

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PAK REVISED 4/11 (PAGE 1 OF 2) PROBATE ADVISORY FOR PROBATE, CONSERVATORSHIP AND GUARDIANSHIP PROPERTIES (PAK PAGE 1 OF 2)

Nation Properties Inc. 3637 Harbor Blvd., #101, Ventura, CA 93001 Phone: (805) 836-0022 Fax: 805-550-0240
Produced with ZIP Form by npl.com 1807D Pittman Mesa Road, Traver, Michigan 48026 www.ziplbl.com

Exhibit 1

Property Address: 5303 Hermitego Avenue, Valley Village, CA 91607

Date:

B. Brokers:

- A. Inspection: The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. Form AVID.
- B. Agency: The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units.

OTHER CONSIDERATIONS:

- 1. Local Law: Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, or installation of smoke detectors). Local law should be consulted to determine if sales made under the authority of the California Probate Code are exempt from such requirements.
- 2. Death: If the Property is being sold under authority of the Probate Code because of the death of an owner of the Property and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to the executor or administrator of the estate.
- 3. Stock Cooperatives: If the Property is part of a stock cooperative (Co-op), Buyer may be required to seek approval of the Board or Owner's Association of the Co-op prior to transfer of title. If this is not a contingency of the sale, failure of Buyer to gain approval of the Co-op board will not provide grounds for cancellation or rescission of the sale.
- 4. Court Confirmation/Independent Authority:

The representative of a decedent's estate may receive authority to sell the Property under the Independent Administration of Estates Act (IAEA). In order to do so, the representative must first petition the Probate Court. The Petition may be made at the time the representative is approved or any other time. Notice of the Petition is given to heirs, devisees, executors and other interested persons, any of whom may object.

If IAEA authority is granted it may be full or limited. If only limited authority has been granted, the sale must be confirmed by the court. If full authority has been granted, the representative must first give a notice of the proposed sale to the devisees and heirs of the decedent and other interested parties. If no objection is received, the sale may proceed. If any noticed person objects, the sale may require court confirmation. Note: A representative with full authority has the option of proceeding to court for confirmation even if not required to do so under the Probate Code.

2/19/2015

Date

Date

Buyer

DocuSigned by:
Raffi Skirvinian
 2150611370A3170
 Urban Blox LLC and/or Assignee

Seller

Suzanne A. Colver's Trustee

Buyer

Seller

Marta Lathrop
2-20-15

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PROBATE ADVISORY FOR PROBATE, CONSERVATORSHIP AND GUARDIANSHIP PROPERTIES (PAK PAGE 2 OF 2)

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Hermitage

Exhibit 1



CALIFORNIA ASSOCIATION OF REALTORS

ADDENDUM (C.A.R. Form ADM, Revised 4/12)

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, [X] Other Probate Purchase Agreement and Joint Escrow Instructions.

dated February 19, 2015, on property known as 5303 Hermitage Avenue Valley Village, CA 91607

in which Urban Blox LLC and/or Assignee is referred to as ("Buyer/Tenant") and is referred to as ("Seller/Landlord").

1. Close of escrow shall occur within fifteen (15) calendar days after tenant JENNIFER GETZ is evicted and removed from the property located at 5303 Hermitage and the property has clear title.

2. All other tenants, aside from JENNIFER GETZ, are to remain in the property after the close of escrow.

3. Buyer is a licensed Real Estate Agent.

JE [RS] SJC

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

Date 2/19/2015

Date 2/22/15

DocuSigned by: Raffi Skirinian

Seller/Landlord Sydney A Colman, Trustee

Buyer/Tenant

Seller/Landlord Marta Lathrop 2-25-15

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Reviewed by _____ Date _____



ADDENDUM (ADM PAGE 1 OF 1)

Melita Properties Inc. 3639 Harbor Blvd, #701, Van Nuys, CA 91411 Sydney Malkin

Phone: (651) 482-4832 Fax: 205-350-0218

Howler

Produced with zipForm® by JAL, Inc. 18070 Fifeen Mile Road, Fraser, Michigan 48028 www.zipform.com

Exhibit 1

ASSIGNMENT OF PURCHASE AGREEMENT

This ASSIGNMENT OF PURCHASE AGREEMENT (this "Assignment") is entered into as of May 15, 2015 (the "Effective Date") by and between URBAN BLOX, LLC, a Delaware limited liability company ("Assignor"), and UB VALLEY VILLAGE, LLC, a Delaware limited liability company ("Assignee"), with reference to the following recitals:

A. Sydney A. Edwards, Trustee of the Edwards Living Trust, and Marta Lathrop ("Seller"), and Assignor entered into that certain Probate Purchase Agreement, dated as of February 26, 2015, and the related contract documents (collectively, the "Purchase Agreement"), pursuant to which Seller agreed to sell to Assignor "and/or Assignee," and Assignor agreed to purchase from Seller, that certain real property located at 5303 Hermitage Avenue, in the City of Valley View, County of Los Angeles, State of California, as more particularly described in the Purchase Agreement (the "Property").

B. Assignor desires to assign and transfer its rights under the Purchase Agreement to Assignee, and Assignee desires to acquire such rights and assume the obligations thereunder, upon the terms set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals, and the mutual covenants, promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as, follows:

1. Assignment. Subject to the terms of this Assignment, Assignor hereby sells, transfers, and assigns to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor's entire right, title and interest in and to the Purchase Agreement; any escrow established under the Purchase Agreement; the Property; any and all earnest money deposits and/or other consideration paid by Assignor under the Purchase Agreement; and any and all other rights of "Buyer" or "Purchaser" (as defined in the Purchase Agreement) in, to and under the Purchase Agreement (collectively, the "Purchase Rights").

2. Assumption. Effective as of the Effective Date hereof and subject to the terms set forth herein, Assignee hereby assumes all duties, liabilities and obligations of Assignor under the Purchase Agreement and agrees to be bound by all of the terms and conditions of the Purchase Agreement. Assignee hereby acknowledges and agrees that all of the terms and conditions of the Purchase Agreement shall remain unchanged with the single exception that Assignee replaces Assignor as "Buyer," or "Purchaser" throughout the Purchase Agreement.

3. Consent. Seller has consented to the assignment of the Purchase Agreement in accordance with this Assignment by Sellers' agreement in the Purchase Agreement to sell to Assignor "and/or Assignee." Upon the effectiveness of this Assignment, Assignee hereby acknowledges and agrees that all of the terms and conditions of the Purchase Agreement shall remain unchanged with the single exception that Assignee replaces Assignor as "Buyer" or "Purchaser" throughout the Purchase Agreement.

4. Representations and Warranties.

4.1 Assignor. Assignor hereby makes the following representations and warranties to Assignee, as of the Effective Date: (a) Assignor has procured any and all consents, approvals or waivers required in connection with the transfer and assignment made by Assignor hereunder; (b) Assignor has the full right, power and authority to enter into this Assignment and consummate the transactions described herein; (c) all action on the part of Assignor necessary for the authorization, execution, delivery and

performance of all obligations of Assignor under this Assignment has been taken, and this Assignment, when timely executed and delivered, shall constitute the valid, legal and binding obligation of Assignor; (d) the Purchase Agreement has not been further amended or modified and is valid and in full force and effect; (e) to the actual knowledge of Assignor, neither party to the Purchase Agreement has breached any material provisions thereof, or is in default in any material respect under the terms thereof; and no event has occurred which, with the giving of notice and/or the passage of time, will constitute a default by Assignor or, to Assignor's knowledge, by Seller under the Purchase Agreement; (f) Assignor is the "Purchaser" under the Purchase Agreement and has not previously sold or otherwise disposed of any portion of its right, title or interest in or to the Purchase Agreement and is pursuant hereto hereby assigning such right, title and interest free and clear of any and all claims, liens and encumbrances; and (g) Assignor is duly organized, validly existing and in good standing under the laws of the state of Assignor's organization and is duly qualified to transact business under the laws of each jurisdiction in which Assignor transacts business.

4.2 Assignee. Assignee hereby makes the following representations and warranties to Assignor, as of the Effective Date: (a) Assignee has the full right, power and authority to enter into this Assignment and consummate the transactions described herein; (b) all action on the part of Assignee necessary for the authorization, execution, delivery and performance of all obligations of Assignee under this Assignment has been taken; and this Assignment, when timely executed and delivered, shall constitute the valid, legal and binding obligation of Assignee; and (c) Assignee is duly organized, validly existing and in good standing under the laws of the state of Assignee's organization and is duly qualified to transact business under the laws of each jurisdiction in which Assignee transacts business.

5. Indemnity.

5.1 Assignor's Indemnity. Assignor shall indemnify, defend and hold harmless Assignee and each agent, partner and "Representative" (as defined below) from and against any and all claims, demands, causes of action, judgments, settlements, losses, damages, injuries, liabilities, costs and expenses (including reasonable attorney's fees, expert witness fees and costs) (collectively, "Claims") from time to time incurred by Assignee or any Representative thereof in connection with, arising out of, or related to (a) any breach by Assignor of, or failure of Assignor to perform, any of its representations, warranties, or agreements in this Assignment; or (b) any act or omission of Assignor prior to the Effective Date hereof in connection with the Purchase Rights. As used herein, the term "Representative" means and includes, with respect to each party hereto, each shareholder, director, officer, partner, successor, affiliate, employee, agent, attorney or other representative of such party.

5.2 Assignee's Indemnification. Assignee shall indemnify, defend and hold harmless Assignor and each Representative thereof from and against any and all Claims from time to time incurred by Assignor or Representative thereof in connection with, arising out of, or related to (a) any breach by Assignee of, or failure of Assignee to perform, any of its representations, warranties, or agreements in this Assignment; or (b) any act or omission of Assignee from and after the execution of this Assignment in connection with the Purchase Rights.

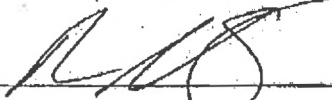
6. General Provisions. This Assignment contains the entire agreement between the parties hereto, and supersedes all prior agreements, representations and understandings of the parties relating to the subject matter of this Assignment. No supplement, modification or amendment of this Assignment will be binding unless executed in writing by all parties. All the terms, conditions, representations, warranties and other provisions of this Assignment shall survive the execution of this Assignment. This Assignment may be executed in any number of counterparts. Each party hereto shall provide any and all further assurances; take any and all further actions; and execute, acknowledge, verify, certify, enter into, deliver, record or file any and all documents and instruments reasonably necessary or appropriate to any transaction

contemplated by this Assignment. This Assignment shall be binding on, and will inure to the benefit of, the parties and their respective heirs, representatives, successors and assigns. If any legal action or proceeding is brought to enforce or interpret any of the provisions of this Assignment, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which they may be entitled. This Assignment shall be governed by the laws of the State of California, without giving effect to any principle or doctrine regarding conflicts of laws.

IN WITNESS WHEREOF, the undersigned have executed, delivered and entered into this Assignment, as of the Effective Date hereof.

"Assignor"

URBAN BLOX, LLC,
a Delaware limited liability company

By: 


Print Name: RAFFI SHIRINIAN

Title: Principal

"Assignee"

UB VALLEY VILLAGE, LLC,
a Delaware limited liability company

By: Urban Blox, LLC,
a Delaware limited liability company
its Manager

By: 

Print Name: RAFFI SHIRINIAN

Title: Principal