

1 **DECLARATION OF MOHAMED HADID**

2 I, Mohamed Hadid, declare that:

3 1. I am over 18 years of age. I am the sole member and 100% owner of Coldwater
4 Development LLC (“Coldwater Debtor”) and AM Family Fund, LLC, which owns 100% of Lydda
5 Lud, LLC (“Lydda,” together with the Coldwater Debtor, the “Debtors”). Except as otherwise
6 indicated herein, all facts set forth in this declaration (the “Declaration”) are based upon my
7 personal knowledge or information supplied to me by my employees, counsel and advisors.

8 2. I submit this Declaration in support of the *Motion for an Order: (1) Authorizing*
9 *Bidding Procedures for the Sale of Estate Property; (2) Approving the Sale of Property Under 11*
10 *U.S.C. § 363 Free and Clear of Liens, Claims, and Encumbrances, Subject to Higher and Better*
11 *Offers; and (3) Approving the Form and Manner of Notice* (the “Motion”). All capitalized terms
12 used herein shall have the meaning ascribed to them in the Motion unless otherwise defined.

13 3. The factual allegations in support of the Motion are set forth in section III of the
14 foregoing Motion. I have reviewed and discussed these facts, and based upon such review and
15 discussion with the Debtors’ professionals, believe them to be true and correct to the best of my
16 knowledge, information, and belief.

17 **THE PROPOSED SALE**

18 4. I received and evaluated multiple offers to refinance or purchase the Property. In
19 the exercise of my reasonable business judgment, I have decided to accept the Proposed Buyer’s
20 offer, subject to this Court’s approval

21 5. On May 28, 2021, the Proposed Buyer and I, on behalf of the Coldwater Debtor,
22 entered into the PSA, a true and correct copy of which is attached hereto as **Exhibit 2**.

23 6. Pursuant to the PSA, I am seeking to sell the Coldwater Debtor’s two lots on an
24 “as is, where is” basis free and clear of liens, claims, interests and encumbrances to the Proposed
25 Buyer for the purchase price of \$33,500,000 in cash. The Sale to the Proposed Buyer is subject to
26 overbids, and an auction will be conducted.

27 7. The Proposed Buyer has wired to escrow \$1,500,000 in earnest money deposit. The
28 Proposed Buyer has waived all contingencies, except as otherwise set forth in the PSA.

1 8. The Proposed Buyer requested sufficient time to obtain the appropriate land
2 surveys/environmental clearances and to review the applicable court decisions concerning the
3 easement dispute over the Property. The Proposed Buyer has until July 9, 2021 to complete all due
4 diligence on the Property. The hearing date for the proposed Sale and Auction is July 14, 2021 at
5 11:00 a.m. (Pacific Standard Time).

6 9. If for whatever reason the Proposed Buyer elects not to proceed with the Sale on or
7 before July 9th, or there is no successful buyer at Auction, the Debtors intend to auction the Property
8 and Lydda’s four lots (the “Lydda Property”) for sale or pursue another option that would better
9 serve the interests of their estates and creditors.

10 **THE MARKETING PROCESS**

11 10. I have diligently marketed the Property to several parties, who were interested in
12 purchasing the lots or refinancing Give Back’s loan and along with the Debtors’ counsel, reviewed
13 multiple offers before selecting the offer of the Proposed Buyer as the stalking horse bid. I will
14 continue to actively market the Property to potential overbidders including those that had
15 previously expressed interest in the Property. I submit that the Property has been sufficiently
16 marketed to the limited pool of buyers with financial wherewithal to purchase or finance the
17 properties. However, if appropriate, I may cause the Debtors to file an application to employ a
18 qualified and experienced real estate broker to market the properties during the 45-day marketing
19 period.

20 11. I submit that since the Property will be sold in an auction format as provided below,
21 the final purchase price offered for the Property at the conclusion of the Auction will establish the
22 fair market value for the Property.

23 **THE BIDDING PROCEDURES**

24 12. The Debtors’ counsel and I have evaluated the offers to purchase the Property we
25 received. In the exercise of my reasonable business judgment, I have decided to accept the
26 Proposed Buyer’s offer, subject to this Court’s approval and overbid pursuant to the procedures
27 set forth in the proposed Bidding Procedures. A true and correct copy of the Bidding Procedures
28 is attached hereto as **Exhibit 1**.

1 13. Based upon such facts and the advice of my counsel as to the legal issues presented,
2 I believe the Bidding Procedures are in the best interests of the estate and should be approved.

3 14. Upon conclusion of the Auction, I along with Debtors' counsel will: (i) review each
4 Bid on the basis of financial and contractual terms and the factors relevant to the sale process,
5 including those factors affecting the speed, certainty of consummating the Sale, and gross recovery
6 to the estate; and (ii) identify the highest and otherwise best offer.

7 15. Following a hearing approving the Sale of the Property to the Successful Bidder, if
8 such Successful Bidder fails to consummate an approved sale because of a breach or failure to
9 perform on the part of such Successful Bidder, (a) he/she/it will forfeit his/her/its bid deposit to the
10 Coldwater Debtor, and the Coldwater Debtor may pursue any and all of their options at law and in
11 equity with respect to such breach; and (b) the Coldwater Debtor may consummate the Sale with
12 the Backup Bidder, and the Coldwater Debtor shall be authorized to effectuate such sale without
13 further order of the Court. If the Backup Bidder fails to consummate an approved sale because of
14 a breach or failure to perform on the part of such Backup Bidder, he/she/it will forfeit his/her/its
15 Overbid Deposit to the Coldwater Debtor, and the Coldwater Debtor may pursue any and all of
16 their options at law and in equity with respect to such breach.

17 16. To ensure that the best possible price for the Property is obtained, the Coldwater
18 Debtor will provide notice of the auction and the Bidding Procedures upon: (i) the Proposed Buyer;
19 (ii) all taxing authorities having jurisdiction over the Property; (iii) all parties that have requested
20 or that are required to receive notice pursuant to Bankruptcy Rule 2002; (iv) all parties that are
21 known or reasonably believed to have expressed an interest in acquiring the Property; (v) all parties
22 that are known or reasonably believed to have asserted any lien, encumbrance, claim or other
23 interest in the Property; (vi) all governmental agencies that are an interested party with respect to
24 the Sale and transactions proposed thereunder; and (vii) all other known creditors of the estate.
25 The Coldwater Debtor will also file the form F 6004-2 Notice of Sale of Estate Property so that the
26 sale is published on the Court's website. In this manner, the Coldwater Debtor at my direction will
27 provide all parties who could potentially be interested in purchasing the Property with the
28 opportunity to present bids pursuant to the Bidding Procedures set forth herein.

1 17. The Bidding Procedures described herein are reasonably calculated to encourage a
2 buyer to submit a final bid and ensure a sale at the highest and best price. Indeed, the Bidding
3 Procedures provide parties with a reasonable opportunity to participate in a competitive bidding
4 process.

5 **THE SALE SHOULD BE FREE AND CLEAR OF LIENS AND ENCUMBRANCES**

6 18. My analysis of the status of liens and encumbrances affecting the Property
7 indicates that the Property is allegedly encumbered as follows as of the expected closing date:¹¹

8

9 Claimant / Description	Amount of Secured Claims Asserted by Claimant	Amount of Secured Claims Not Currently Subject to A Bona Fide Dispute
10 Los Angeles County Treasurer and Tax Collector	\$510,495.52	\$510,495.52
11 Give Back, LLC	\$30,293,058.56	\$26,544,643.16 ¹²
12 Shahbaz Law Group, APC	\$104,270.15	\$0.00 ¹³
13 Lincoln Resorts	\$36,110,839.84	\$0.00 ¹⁴
14 TOTAL	\$67,018,664.07	Amount Less than or Equal to \$27,055,138.68

15
16
17

18 19. A true and correct copy of the preliminary title report, dated November 19, 2020
19 on the Property and prepared by Provident Title Company is attached hereto as **Exhibit 3**.

20 ///

21 ///

22
23 ¹¹ Pursuant to the PSA, provided all closing conditions are satisfied, the Sale to the Successful Bidder shall close by
24 no later than 21 days after the Court's order approving the sale becomes final. For the purposes of this analysis, the
Coldwater Debtor expects sale closing to occur on or before August 31, 2021, which is the date used to determine the
amounts owed on the undisputed secured debt amounts.

25 ¹² I have determined that Give Back will be owed this amount as of the August 31, 2021 closing date. I dispute the
26 portion of Give Back's claim exceeding this amount on the basis that the excess concerns amounts that were
wrongfully included as default interests, late fees and penalties, attorneys' fees and expenses, and reimbursements for
other costs such as "survey costs" and "advertisements for UCC Article 9 sales."

27 ¹³ I dispute the validity and amount of the lien held by Shahbaz Law Group.

28 ¹⁴ Lincoln Resorts filed proof of claim no. 5-1 asserting its claim is secured by real property, but has not provided any
supporting documentation that verifies the secured status and amount of its claim against the Debtors. I dispute the
validity of this claim because the underlying judgment was not entered against either Debtor.

1 **THE SALE IS IN THE BEST INTEREST OF THE ESTATE AND CREDITOR BODY**

2 20. Based upon the facts of this case and the advice of my counsel as to the legal issues
3 presented, I believe that it is in the best interest of the Coldwater Debtor's estate for the Sale to be
4 approved for at least the following reasons: (i) holders of all undisputed liens against the Property
5 will be paid and satisfied in full or a sum set aside to protect such creditor pending subsequent
6 adjudication of his/her/its claim; (ii) the estate will be relieved of the costs required to insure and
7 maintain the Property; (iii) the Sale will monetize the Property for the benefit of creditors of the
8 estate; and (iv) the consideration provided to the estate by the Proposed Buyer pursuant to the PSA
9 represents adequate and fair consideration for the Property.

10 21. At my direction, Coldwater Debtor's counsel has given notice of the Motion and the
11 proposed Auction, in accordance with Bankruptcy Rules 2002(a)(2), 6004(a) and (c), 9007, and
12 9014 and Rules 6004-1 and 9013-1 of the Local Bankruptcy Rules, to all known creditors and
13 parties-in-interest in this bankruptcy case by first class mail.

14 **THE PROPOSED BUYER IS A GOOD FAITH PURCHASER**

15 22. Based on information and belief, the Proposed Buyer is not related to the Debtors
16 and does not qualify as an "insider" as defined under 11 U.S.C. § 101(31). Moreover, the
17 negotiations between myself and the Proposed Buyer regarding the Sale were at all times arm's
18 length and no collusion was involved.

19 23. The Proposed Buyer was honest and cooperative with me in the negotiation process
20 and did not seek to gain any advantage over any other interested party or chill any other previous
21 bidding for the Property. Indeed, the PSA is the product of arm's length negotiations between
22 myself and the Proposed Buyer. Importantly, the sale of the Property is subject to an auction and
23 overbid process, which as noted above, was subject my extensive marketing efforts. The auction
24 process provides additional assurance that the estate is receiving fair value. Accordingly, based on
25 the foregoing, I submit that the proposed Sale is based on my sound business judgment and
26 therefore, the Sale should be approved.

27 24. In connection with the proposed Sale to the Proposed Buyer, I have evaluated the
28 alternatives and acted with the intent of obtaining the best possible deal for the estate in terms of

1 maximizing value. The terms of the proposed Sale of the Property to the Proposed Buyer
2 accomplishes this appropriate objective.

3 **NOTICE**

4 25. At my direction, my counsel will give notice of the Motion substantially in
5 accordance with Bankruptcy Rules 2002(a)(2) and 9007 and Local Bankruptcy Rules 6004-1(b),
6 and 9013-1(a) to (i) the Proposed Buyer; (ii) all taxing authorities having jurisdiction over the
7 Property; (iii) all parties that have requested or that are required to receive notice pursuant to
8 Bankruptcy Rule 2002; (iv) all parties that are known or reasonably believed to have expressed an
9 interest in acquiring the Property; (v) all parties that are known or reasonably believed to have
10 asserted any lien, encumbrance, claim or other interest in the Property; (vi) all governmental
11 agencies that are an interested party with respect to the Sale and transactions proposed thereunder;
12 and (vii) all other known creditors of the estate.

13 26. To ensure that the best possible price for the Property is obtained, at my direction,
14 my counsel is prepared to provide notice of the Bidding Procedures as well as the Auction and Sale
15 Hearing. Counsel for the Coldwater Debtor will also file a form F 6004-2 Notice of Sale of Estate
16 Property so that the sale is published on the Court's website.

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

19 Executed this 1 day of June 2021, at Los Angeles, California.

20
21 
22 Mohamed Hadid
23
24
25
26
27
28

EXHIBIT 1

Bidding Procedures

Set forth below are the bidding procedures (the “Bidding Procedures”) to be employed with respect to the prospective sale by Coldwater Development LLC (“Coldwater” or “Seller”), as the debtor and debtor-in-possession in the chapter 11 bankruptcy case, Case No. 2:21-bk-10335-BB, of the two vacant lots owned by Coldwater, identified by the Assessor’s Parcel Numbers: 4387-021-018 and 4387-021-019 (the “Coldwater Property”), free and clear of all liens, claims, interests, and encumbrances pursuant to the Bankruptcy Code.

Seller has entered into a purchase sale agreement (the “PSA”) to sell the Coldwater Property (the “Proposed Sale”) to Pacific Green Vista, LLC or its assignee (the “Proposed Buyer”). Seller will seek entry of an order by the United States Bankruptcy Court (the “Bankruptcy Court”), among other things, authorizing and approving the sale to the Proposed Buyer or to a Qualified Bidder (as hereinafter defined), which the Bankruptcy Court may determine to have made the highest or otherwise best offer to purchase the Coldwater Property (the “Successful Bidder”). The hearing date for the Proposed Sale and Auction (as hereinafter defined) is July 14, 2021 at 11:00 a.m. (Pacific Standard Time) (the “Sale and Auction Hearing”).

The Bidding Process

Seller shall (i) determine in its reasonable judgment according to the provisions set forth herein whether any person is a Qualified Bidder, (ii) coordinate the efforts of Qualified Bidders in conducting their respective due diligence regarding the Coldwater Property, (iii) receive offers from Qualified Bidders, and (iv) negotiate any offer made to purchase the Coldwater Property (collectively, the “Bidding Process”). Any person who wishes to participate in the Bidding Process must be a Qualified Bidder. Neither Seller nor its representatives shall be obligated to furnish any information of any kind whatsoever related to the Coldwater Property to any person who is not a Qualified Bidder. Seller shall have the right to adopt such other rules for the Bidding Process which, in its reasonable judgment, will better promote the goals of the Bidding Process and which are not inconsistent with any of the other provisions hereof, Title 11 of the United States Code, or of any Bankruptcy Court order.

Participation-Bid Requirements

Any party interested in submitting an overbid (“Overbid”) for the Coldwater Property (“Overbidder”) must, no later than July 7, 2021 by 5:00 p.m. (Pacific Standard Time) (the “Overbid Deadline”), deliver written copies of his/her/its Overbid to counsel for the Seller, Aram Ordubegian, Arent Fox LLP, 555 West Fifth Street, 48th Floor, Los Angeles, CA 90013, [Email: aram.ordubegian@arentfox.com](mailto:aram.ordubegian@arentfox.com), along with the following:

- (a) An Overbid offer of at least Thirty-Three Million, Six Hundred Thousand 0/100 Dollars (\$33,600,000.00) in cash consideration;
- (b) A proposed PSA similar to the terms set forth in the Proposed Buyer’s PSA (other than the carve out provisions) with changes identified via a red-lined document such that all proposed changes are highlighted for the Court and interested parties;

- (c) Statement that the Overbid is irrevocable until five (5) business days after the Coldwater Property has been sold pursuant to the closing of the sale approved by the Bankruptcy Court in a final, non-appealable order unless such Overbid is designated as the Backup Bid (as hereinafter defined);
- (d) Statement that the Overbid is not conditioned on obtaining financing, regulatory contingencies, any internal approval, on the outcome or review of due diligence or any other condition precedent that would prevent the Qualified Bidder from entering into a PSA to purchase the Coldwater Property;
- (e) Written evidence of a firm, irrevocable commitment for financing or other evidence of the financial wherewithal such as availability in cash, or a binding commitment for availability in cash that the Seller reasonably believes, in its sole discretion, provides the ability to consummate the sale, along with appropriate contact information for such financing sources;
- (f) An Overbid deposit (“Overbid Deposit”) in the amount of One Million, Five Hundred Thousand 0/100 Dollars (\$1,500,000.00), which will be non-refundable if the Qualified Bidder is the Successful Bidder at the conclusion of the Auction and the sale does not close due to the Qualified Bidder’s default. The Overbid Deposit must be actually received by the Seller or its designated escrow company by the Overbid Deadline;
- (g) An acknowledgment and representation that the Qualified Bidder (other than the Proposed Buyer): (i) has had an opportunity to conduct any and all required due diligence regarding the Coldwater Property prior to making its offer; (ii) has relied solely on its own independent review, investigation and/or inspection of any documents provided by the Seller; (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Coldwater Property or the completeness of any information provided in connection therewith or with the Auction, except as expressly stated in the proposed PSA; and (iv) is not entitled to any expense reimbursement, break-up fee, or similar type of payment in connection with its bid;
- (h) Evidence, in form and substance reasonably satisfactory to the Seller, of authorization and approval from the Qualified Bidder’s board of directors (or other comparable governing body) with respect to the submission, execution, delivery, and closing of the PSA;
- (i) In the event that the secured creditor of the Seller, Give Back LLC (“Give Back”), submits a Qualified Bid, Give Back will be permitted to offset the amount of its allowed secured claim against the purchase price of the Coldwater Property (“Credit Bid”) pursuant to Section 363(k) of the Bankruptcy Code; and
- (j) If the Qualified Bidder is a secured creditor of the Seller who intends to make a Credit Bid, such Qualified Bidder must provide evidence of the amount, priority, and basis for such creditor’s secured claim against the Seller; and if the Seller reasonably determines, after consultation with its advisors, that such creditor’s secured claim, in whole or in

part, is subject to dispute, then the disputed amount shall not be included in the amount of the secured creditor's credit bid.

Designation as Qualified Bidder

Unless otherwise ordered by the Court, in order to participate in the bidding process, prior to the Overbid Deadline (defined herein), each person, other than the Proposed Buyer, who wishes to participate in the bidding process (a "Potential Bidder") must deliver the following to the Seller and Seller's counsel, Arent Fox LLP (the "Notice Parties")¹:

- (a) a written disclosure of the identity of each entity that will be bidding for the Seller's assets or otherwise participating in connection with such Overbid and whether such Potential Bidder is represented by a broker; and
- (b) an executed confidentiality agreement (to be delivered prior to the distribution of any confidential information by the Seller to a Potential Bidder) in the form and substance satisfactory to the Seller and which will inure to the benefit of any purchaser of the Seller's Assets; without limiting the foregoing, each confidentiality agreement executed by a Potential Bidder shall contain standard non-solicitation provisions.

A Potential Bidder that delivers the documents and information described above and that Seller determines in its reasonable business judgment, after consultation with its advisors, is likely (based on availability of financing, experience, and other considerations) to be able to consummate the sale, will be deemed a "Qualified Bidder." The Seller will limit access to due diligence to those parties it believes, in the exercise of its reasonable judgment are pursuing the transaction in good faith.

As promptly as practicable after a Potential Bidder delivers the materials required above, the Seller will determine and will notify the Potential Bidder if such Potential Bidder is a Qualified Bidder.

A Qualified Bid will be valued based upon several factors including without limitation, (i) the amount of such bid; (ii) the risks and timing associated with consummating such bid, (iii) any proposed revisions to the form of the Proposed Buyer's PSA, and (iv) any other factors deemed relevant by the Seller in its reasonable discretion.

Bidding at Auction

If at least one Qualified Bidder who has submitted an Overbid appears at the Auction, the Seller shall designate what it determines, in its reasonable judgment, to be the best and highest Overbid received for the Coldwater Property to be the leading bid at the auction (the "Auction"). The Overbid must have value to the Seller, in the Seller's exercise of its reasonable business judgment, after consultation with its advisors, that is greater than the sum of the value offered under the Proposed Buyer's Bid. Thereafter, the Seller shall solicit better and higher bids for the

¹ Seller's address: Coldwater Development LLC, Attn: Mohamed Hadid, 11301 W. Olympic Blvd., #537, Los Angeles, CA 90064; Arent Fox's address: Aram Ordubegian, 555 West Fifth Street, 48th Floor, Los Angeles, CA 90013.

Coldwater Property from the Qualified Bidders participating in the Auction (including the Proposed Buyer, if it chooses to participate) until the best and highest bid for the Coldwater Property has been determined by the Seller (the “Successful Bid”). Any Overbid(s) must be in increments of at least Fifty Thousand 0/100 Dollars (\$50,000) above the Initial Qualified Bid. The Qualified Bidder who submits the second best/highest bid for the Coldwater Property at the Auction shall be designated as the backup bidder (“Backup Bidder”), if such bidder consents to act as the backup bidder. In the event that the Proposed Buyer or the Successful Bidder cannot timely complete the purchase of the Coldwater Property, the Seller shall be authorized to proceed with the sale of the Coldwater Property to the Backup Bidder without further notice, hearing, or order of the Bankruptcy Court.

Auction and Sale Hearing

After all Qualified Bid(s) have been received, the Seller shall conduct the Auction for the Coldwater Property. Seller will seek to have the Auction take place at the Bankruptcy Court on July 14, 2021, commencing at 11:00 a.m. (Pacific Standard Time). Only a Qualified Bidder who has submitted a Qualified Bid will be eligible to participate at the Auction. At such Auction, the Proposed Buyer and Qualified Bidders will be permitted to increase their bids.

If the Seller does not receive any Qualified Bids other than the Proposed Buyer’s PSA, the Seller will not hold an Auction, and the Proposed Buyer shall be named the Successful Bidder for the Coldwater Property.

The sale hearing (the “Sale Hearing”) shall take place immediately following the Auction at the Bankruptcy Court. The Sale Hearing may be adjourned or rescheduled without notice by an announcement of the adjourned date of the Sale Hearing. At such Sale Hearing, Seller shall present the Successful Bid to the Bankruptcy Court for approval. The Auction shall be recorded.

The Auction shall run in accordance with the following procedures:

- (a) only the Proposed Buyer and the Qualified Bidders who have timely submitted a Qualified Bid will be entitled to make any subsequent bids at the Auction;
- (b) each Qualified Bidder shall be required to confirm in writing that it has not engaged in any collusion with respect to the bidding or the sale;
- (c) at least one (1) business day prior to the Auction, each Qualified Bidder who has submitted a Qualified Bid must inform the Seller whether it intends to attend the Auction; provided that in the event a Qualified Bidder elects not to attend the Auction, such Qualified Bidder’s Qualified Bid shall nevertheless remain fully enforceable against such Qualified Bidder until the date of the selection of the Successful Bidder at the conclusion of the Auction. At least one business day prior to the Auction, the Seller will provide copies of the Qualified Bid or combination of Qualified Bids which the Seller believes in its reasonable discretion is the highest or otherwise best offer (the “Starting Bid”) to all Qualified Bidders, including the Proposed Buyer; and
- (d) all Qualified Bidders who have timely submitted Qualified Bids will be entitled to be present for all subsequent bids at the Auction, and the actual identity of

each such Qualified Bidder will be disclosed on the record at the Auction; provided that all Qualified Bidders wishing to attend the Auction must have at least one individual representative with authority to bind such Qualified Bidder attending the Auction in person.

Acceptance of Qualified Bids

Seller intends to sell the Coldwater Property to the Proposed Buyer or the Qualified Bidder with the highest or best Qualified Bid. Seller's presentation to the Bankruptcy Court for approval of a particular Qualified Bid does not constitute Seller's acceptance of such bid. Seller will be deemed to have accepted a Qualified Bid only when the Qualified Bid has been approved by an order of the Bankruptcy Court.

Closing of Sale and Forfeiture of Deposits

If the Successful Bidder fails to timely consummate the sale of the Coldwater Property, the Successful Bidder will be deemed to have forfeited his/her/its Overbid Deposit unless the Bankruptcy Court or the Seller agrees to provide the Successful Bidder with an extension of time to close the sale. If the Successful Bidder fails to otherwise close due to his/her/its own default and forfeits his/her/its Overbid Deposit, the Backup Bidder (if any) will be notified and will then have the opportunity to close the sale of the Coldwater Property. If the Backup Bidder fails to timely close the sale, the Backup Bidder will be deemed to have forfeited his/her/its Overbid Deposit unless the Bankruptcy Court or the Seller agrees to provide such Backup Bidder with an extension of time to close the sale.

Modifications

Seller shall determine, in its business judgment, (a) which Qualified Bid, if any, is the highest or otherwise best offer; and (b) reject at any time before the entry of an order of the Bankruptcy Court approving a Qualified Bid, any bid that, in Seller's reasonable discretion is (i) inadequate or insufficient; (ii) not in conformity with the conditions of sale; or (iii) contrary to the best interests of Seller, the estate, and/or its creditors. At or before the Sale Hearing, Seller may impose such other terms and conditions as it may determine to be in the best interest of estate, its creditors and/or other parties in interest, provided that any such other terms or conditions are approved by the Bankruptcy Court.

EXHIBIT 2

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into as of the 28th day of May, 2021 (the “**Effective Date**”), by and between Coldwater Development LLC (“Coldwater”), a California limited liability company, in its capacity as debtor-in-possession in the bankruptcy case, Case No. 2:21-bk-10335-BB (“**Coldwater**” or “**Seller**”); and Pacific Green Vista, LLC, a Nevada limited liability company (“**Buyer**”).

RECITALS

A. Coldwater filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the “**Chapter 11 Cases**”) in the United States Bankruptcy Court for the Central District of California (the “**Bankruptcy Court**”), identified as Case No. 2:21-bk-10335-BB. Coldwater’s chapter 11 case is being jointly administered with the chapter 11 case filed by Lydda Lud, LLC (Case No. 2:21-bk-10336-BB) with Coldwater’s case as the lead case for administrative purposes.

B. The “Property” (as hereinafter defined) is property of Seller’s bankruptcy estate pursuant to Section 541 of the Bankruptcy Code and comprises two, vacant, potentially entitled, residential estate lots (collectively, the “Property”), identified by the Assessor’s Parcel Numbers: 4387-021-018 and 4387-021-019, that are located in the Santa Monica Mountains above Beverly Hills, and more particularly described on Exhibit “A”.

C. Seller believes a sale of the Property as provided herein is in the best interests of its bankruptcy estate and creditors.

D. Buyer desires to purchase the Property on the terms and conditions hereinafter documented.

E. The execution and delivery of this Agreement and Seller’s ability to consummate the transactions set forth in this Agreement are subject to, among other things, the entry of a final, non-appealable Sale Order under Section 363 of the Bankruptcy Code authorizing the sale of the Property by Seller to Buyer on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Purchase and Sale. Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property on the terms and conditions hereinafter described without any representations or warranties other than those expressly set forth herein.

1.1 Property. As used herein, the “**Property**” means, collectively, the following:

1.1.1 That certain land described in Exhibit “A”, together with all easements, rights-of-way, and appurtenances benefiting such land, if any (the “**Land**”);

1.1.2 All improvements, structures and fixtures now or on the “Closing Date” (as hereinafter defined) located upon the Land, if any (the “**Improvements**”);

1.1.3 Any air rights associated with the operation and maintenance of the Land and the Improvements, if any;

1.1.4 For the avoidance of doubt, Buyer shall not assume any known or unknown liabilities of Seller in connection with the Property or otherwise.

1.2 No Liens, Claims or Encumbrances. The sale, assignment, transfer, and conveyance of the Property shall be made free and clear of all liens, claims (including successor liability claims), charges, security interests, or other interests or encumbrances of any kind, nature, or character, including without limitation all Seller’s liabilities.

2. Purchase Price. The purchase price (the “**Purchase Price**”) shall be Thirty-Three Million, Five Hundred Thousand and No/100 Dollars (\$33,500,000.00) payable as cash payment at closing as described below.

3. Payment of Purchase Price. Buyer shall pay the Purchase Price to Seller as follows:

3.1 Deposit.

3.1.1 Within (1) business day following the Effective Date, Buyer shall deposit the sum of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) (the “**Deposit**”) into an escrow account with Closing Agents Escrow through its offices located at 914 N. Hollywood Way, Burbank, CA 91505, Attention: Judith Sender (“**Escrow Agent**”) on terms and conditions acceptable to Buyer and Seller (the “**Escrow**”). The Deposit shall be held by Escrow Agent as a deposit against the Purchase Price in accordance with the terms and provisions of this Agreement. At all times that the

Deposit is being held by the Escrow Agent, the Deposit shall be invested by Escrow Agent in an interest bearing account, earning interest at readily available, market rates, as directed or approved by Buyer. The Escrow Agent shall only dispose of the Deposit as provided in this Agreement. In the event that the sale of the Property does not occur for any reason other than default by the Buyer, then the entire amount of the Deposit, plus any and all interest earned on the Deposit, shall be returned to Buyer.

3.1.2 The following provisions shall control with respect to the rights, duties and liabilities of Escrow Agent.

(a) Escrow Agent acts hereunder as a depository only and is not responsible or liable in any manner whatsoever for the (i) sufficiency, correctness, genuineness or validity of any written instrument, notice or evidence of a party's receipt of any instruction or notice which is received by Escrow Agent, or (ii) identity or authority of any person executing such instruction notice or evidence.

(b) Escrow Agent shall have no responsibility hereunder except for the performance by it in good faith of the acts to be performed by it hereunder, and Escrow Agent shall have no liability except for its own willful misconduct or gross negligence.

(c) Escrow Agent shall be reimbursed on an equal basis by Buyer and Seller for any reasonable expenses incurred by Escrow Agent arising from a dispute with respect to the amount held in escrow, including the cost of any legal expenses and court costs incurred by Escrow Agent, should Escrow Agent deem it necessary to retain an attorney with respect to the disposition of the amount held in escrow.

(d) In the event of a dispute between the parties hereto with respect to the disposition of the amount held in escrow, Escrow Agent shall be entitled, at its own discretion, to deliver such amount to an appropriate court of law pending resolution of the dispute.

3.2 Initial Payment. The Purchase Price, as adjusted by the application of the Deposit and by the credits specified herein, shall be paid to Escrow Agent by wire transfer of immediately available funds (through the escrow described in Section 5) on the Closing Date (the amount to be paid under this Section 3.2 being herein called the "**Closing Payment**").

4. Conditions Precedent. The obligation of Buyer to purchase, and Seller to sell, the Property as contemplated by this Agreement is subject to satisfaction of each of the following respective conditions precedent (any of which may be waived in writing by the party in whose favor such condition exists) on or before the applicable date specified for satisfaction of the applicable condition (or, if no date is specified, the Closing Date). If any of such conditions is not fulfilled (or so waived) pursuant to the terms of this Agreement, then the party in whose favor such condition exists may terminate this Agreement and, in connection with any such termination made in accordance with Section 4, Seller and Buyer shall be released from further obligation or liability hereunder (except for those obligations and liabilities which, pursuant to the terms of this Agreement, expressly survive such termination), and the Deposit shall be disposed of in accordance with Section 10.

4.1 Title Matters.

4.1.1 Title Contingency. A condition precedent to Buyer's obligation to purchase the Property shall be the irrevocable and unconditional commitment of Title Company, subject to Buyer's compliance with the terms of this Agreement, to issue to Buyer effective as of the date and time the Deed is recorded, an extended coverage ALTA owner's form title policy ("**Owner's Policy**"), or equivalent form acceptable to Buyer, with (subject to Buyer's payment of the fees and premiums for the issuance of such endorsements in accordance with Section 5.2), with coverage in the amount of the Purchase Price and dated as of the date and time of recordation of the Deed, indicating title to the Land (including any easements described herein for the benefit of the Property) and Improvements to be vested of record in Buyer, subject solely to the "Permitted Exceptions" (as defined below). As used herein:

"**Title Endorsements**" means the endorsements included in any title commitment or proforma or specimen policy issued by the Title Company and shall include, without limitation, the following endorsements, provided they are available in the State of California: (a) access (CLTA 103.7 or local equivalent); and (b) separate tax parcel (CLTA 129.1, 129, or a local equivalent of either).

4.2 Feasibility Period. Except as otherwise provided herein, Buyer shall have until 5:00 p.m. (prevailing Pacific Time) on July 9, 2021 or such earlier date as may be agreed upon by the parties (the period beginning on the date hereof and ending on such date being herein called the "**Feasibility Period**") within which to perform and complete all of Buyer's examinations, reviews and inspections of all matters pertaining to the Property, including, without limitation, all

physical, environmental and compliance matters and conditions respecting the Property (including, without limitation, all zoning and entitlement aspects of the Property), copies of Seller's insurance policies and copies of Seller's monthly operating reports filed with the Bankruptcy Court for the Property (together, the "**Property Documents**"). The items of feasibility for the Buyer to review or inspect further include, without limitation, obtaining the ATLA survey, Environmental Clearances, the Fire Road Easement to adjacent parcels (4387-022-001; 4387-022-002; 4387-020-009&4387-020-001), a written confirmation of Building & Safety that each APN is separate; and clarification of applicable court decisions or precedent that may relate to the foregoing. Seller will deliver to Buyer copies of the following documents to the extent they are in Seller's possession: (i) any plans and specifications for all Improvements on the Property; (ii) all unexpired warranties and guarantees which Seller has received in connection with any work or services performed with respect to, or equipment installed in, the improvements on the Property; and (iii) all material, non-privileged documents of Seller relating to the Property, and all correspondence and records relating to the maintenance of the Property and such other originals or copies of the Property Documents that are within Seller's possession or control. Additionally, Seller shall provide Buyer with reasonable access to the Property and their files relating to the Property upon reasonable advance notice and shall use reasonable efforts (at no additional cost or expense to Seller) to promptly provide all other information reasonably requested by Buyer relating to the operation of the Property that is within Seller's possession or control.

4.2.1 Conduct of Inspections. Buyer, at all times, will conduct all inspections and reviews in compliance with all Legal Requirements, and in a manner so as to not cause damage, loss, cost, or expense to Seller or the Property. Other than required under the Legal Requirements, subpoena or other court order, Buyer shall not reveal to any governmental agency or any other third party (other than Buyer's employees, agents, attorneys, lenders and advisors) not approved by Seller the results of or any other information acquired pursuant to its inspections. "**Legal Requirements**" shall mean any applicable federal, state, local or municipal constitution, law, ordinance, rule, order, regulation, or statute of any governmental authority bearing on the construction, alteration, rehabilitation, maintenance, use, operation, sale, transfer, or any other aspect of all or any portion of the Property.

4.2.2 Confidentiality. Buyer covenants and agrees that, until the Closing Date, all information and materials disclosed and/or delivered to it by Seller, or Seller's agents, employees and representatives (including without limitation, the Property Documents), are confidential and proprietary information and shall not be disclosed except

in accordance with Section 11.20 below. Buyer also agrees that, in the event the transactions contemplated in this Agreement are not consummated as provided herein, Buyer shall promptly return to Seller or notify Seller in writing that Buyer has destroyed all such information and documentation, and all copies thereof, together with copies of all third party reports and studies obtained by Buyer with respect to the Property.

4.2.3 No Representations or Warranties. Except as expressly provided herein, Seller makes no representations or warranties as to the truth, accuracy or completeness of any materials, data or other information, if any, supplied to Buyer in connection with Buyer's inspection of the Property (e.g., that such materials are complete, accurate or the final version thereof, or that all such materials are in Seller's possession). Except for Buyer's reliance on any representation and warranties expressly provided herein, it is the parties' express understanding and agreement that any such materials are to be provided only for Buyer's convenience in making its own examination and determination as to whether it wishes to purchase the Property, and, in doing so, Buyer shall rely exclusively on its own independent investigation and evaluation of every aspect of the Property and not on any materials supplied by Seller. Except for Buyer's reliance on any representation and warranties expressly provided herein with respect to any such materials, Buyer expressly disclaims any intent to rely on any such materials provided to it by Seller in connection with its inspection and agrees that it shall rely solely on its own independently developed or verified information.

4.2.4 Survival. The obligations and agreements of Buyer under this Section 4.2 (including its indemnification obligations) shall survive Closing or the termination of this Agreement.

4.3 Sale Order. As a condition precedent to Buyer's obligation to acquire the Property, the Bankruptcy Court shall have entered an order approving the sale free and clear of any third party interests, included liens, claims, and encumbrances under Section 363(f) of the Bankruptcy Code (the "**Sale Order**"), and the Sale Order shall have become final and non-appealable, including that the time to file an appeal, a motion for rehearing or reconsideration (excluding any motion under Section 60(b) of the Federal Rules of Civil Procedure) or a petition for writ of certiorari with respect to the Sale Order must have expired and no such appeal, motion, or petition is pending.

4.4 Material Adverse Change. As a condition precedent to Buyer's obligation to acquire the Property, there shall not have been any adverse change in the physical condition of

the Property from the Effective Date to the Closing Date.

4.5 Performance by Seller. The performance and observance, in all material respects, by Seller of all covenants and agreements of this Agreement to be performed or observed by Seller prior to or on the Closing Date shall be a condition precedent to Buyer's obligation to purchase the Property. Without limitation on the foregoing, in the event that the "Seller Closing Certificate" (as hereinafter defined) shall disclose any material adverse changes in the representations and warranties of Seller contained in this Agreement or any certificate delivered by Seller in connection herewith which are not otherwise permitted or contemplated by the terms of this Agreement, then Buyer shall have the right to terminate this Agreement, in which case the Deposit shall be returned to Buyer.

4.6 Performance by Buyer. The performance and observance, in all material respects, by Buyer of all covenants and agreements of this Agreement to be performed or observed by them prior to or on the Closing Date shall be a condition precedent to Seller's obligation to sell the Property. Without limitation on the foregoing, in the event that the "Buyer Closing Certificate" (as hereinafter defined) shall disclose any material adverse changes in the representations and warranties of Buyer contained in this Agreement or any certificate delivered by Buyer in connection herewith which are not permitted or contemplated by the terms of this Agreement, then Seller shall have the right to terminate this Agreement and the Liquidated Damages Amount shall be delivered to Seller as liquidated damages.

4.7 Condition of the Property. THE FOLLOWING PROVISIONS IN THIS SECTION 4.7 ARE SUBJECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7 OF THIS AGREEMENT:

(a) BY ENTERING INTO THIS AGREEMENT, BUYER HAS AGREED TO, AND WILL, PERFORM (AND BUYER REPRESENTS AND WARRANTS TO SELLER THAT BUYER IS CAPABLE OF PERFORMING) AN INDEPENDENT INVESTIGATION, ANALYSIS AND EVALUATION OF THE PROPERTY.

(b) BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS SUBSTANTIAL EXPERIENCE WITH REAL PROPERTY, AND THAT BUYER WILL ACQUIRE THE PROPERTY IN "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION, AND SOLELY IN RELIANCE ON BUYER'S OWN INSPECTION AND EXAMINATION AND SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED HEREIN.

(c) EXCEPT AS TO THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT SELLER MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND, NATURE OR SORT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PHYSICAL CONDITION, PAST, PRESENT, OR FUTURE OPERATION AND/OR PERFORMANCE, OR VALUE, OF THE PROPERTY AND THAT SELLER CONVEYS THE PROPERTY TO BUYER "AS IS AND WHERE IS, WITH ALL FAULTS," AND BUYER ACKNOWLEDGES THAT SELLER MAKES NO REPRESENTATIONS, GUARANTIES, OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE QUALITY, CHARACTER, EXTENT, PERFORMANCE, CONDITION OR SUITABILITY OF THE PROPERTY FOR ANY PURPOSE.

(d) BUYER'S INSPECTION, INVESTIGATION AND SURVEY OF THE PROPERTY SHALL BE IN LIEU OF ANY NOTICE OR DISCLOSURE REQUIRED BY ANY APPLICABLE HEALTH AND SAFETY CODE, OR BY ANY OTHER PROVISION OF APPLICABLE LAW, RULE OR REGULATION, INCLUDING, WITHOUT LIMITATION, LAWS REQUIRING DISCLOSURE BY SELLER OF FLOOD, FIRE, MOLD, SEISMIC HAZARDS, LEAD PAINT, LANDSLIDE AND LIQUEFACTION, OTHER GEOLOGICAL HAZARDS, RAILROAD AND OTHER UTILITY ACCESS, SOIL CONDITIONS, AND OTHER CONDITIONS THAT MAY AFFECT THE USE OF THE PROPERTY, AND BUYER HEREBY WAIVES ANY REQUIREMENT FOR A NOTICE PURSUANT TO THOSE PROVISIONS AND HEREBY ACKNOWLEDGES AND AGREES THAT IT WILL CONDUCT ITS OWN INSPECTIONS AND REVIEWS WITH RESPECT TO ALL MATTERS COVERED THEREBY, AND HEREBY RELEASES SELLER FROM LIABILITY IN CONNECTION WITH ANY SUCH MATTERS THAT ARE NOT THE SUBJECT OF SELLER'S REPRESENTATIONS AND WARRANTIES.

(e) BUYER ALSO ACKNOWLEDGES AND AGREES THAT, ALTHOUGH SELLER HAS PROVIDED TO BUYER THE PROPERTY DOCUMENTS AND OTHER DOCUMENTS AND RECORDS, SELLER HAS NOT VERIFIED THE ACCURACY THEREOF AND MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE MATTERS SET FORTH THEREIN EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN, IT BEING THE RESPONSIBILITY OF BUYER TO VERIFY THE ACCURACY OF SUCH MATERIALS.

(f) FURTHERMORE, EXCEPT AS TO THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER ACKNOWLEDGES THAT SELLER HAS NOT AND DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE PRESENCE OR INTEGRATION OF HAZARDOUS MATERIALS UPON OR WITHIN THE PROPERTY. IN THAT REGARD, BUYER WILL, PRIOR TO THE EXPIRATION OF THE FEASIBILITY PERIOD, CONDUCT ITS OWN INVESTIGATIONS TO DETERMINE IF THE PROPERTY CONTAINS ANY HAZARDOUS MATERIALS OR TOXIC WASTE, MATERIALS, DISCHARGE, DUMPING OR CONTAMINATION, WHETHER SOIL, GROUNDWATER OR OTHERWISE, WHICH VIOLATES ANY FEDERAL, STATE, LOCAL OR OTHER GOVERNMENTAL LAW, REGULATION, OR ORDER OR REQUIRES REPORTING TO ANY GOVERNMENTAL AUTHORITY.

(g) EXCEPT AS TO THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER, FOR ITSELF AND ITS OWNERS, SUCCESSORS AND ASSIGNS, HEREBY RELEASES AND FOREVER DISCHARGES SELLER, AND THEIR PAST, PRESENT AND FUTURE MEMBERS, PARTNERS, AFFILIATES, EMPLOYEES, AGENTS, ATTORNEYS, ASSIGNS, AND SUCCESSORS-IN-INTEREST FROM ALL PAST, PRESENT, AND FUTURE CLAIMS, DEMANDS, OBLIGATIONS, LOSSES, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, WHETHER NOW KNOWN OR UNKNOWN, DIRECT OR INDIRECT, FORESEEN OR UNFORESEEN, SUSPECTED OR UNSUSPECTED, WHICH ARE BASED UPON OR ARISE OUT OF OR IN CONNECTION WITH THE CONDITION OF THE PROPERTY, AND, WITH RESPECT TO THE PRESENCE OF ANY HAZARDOUS MATERIALS, ANY ENVIRONMENTAL DAMAGES OR ENVIRONMENTAL REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL, STRUCTURAL, GEOLOGICAL, MECHANICAL AND ENVIRONMENTAL (SURFACE AND SUBSURFACE) CONDITION OF THE PROPERTY OR ANY LAW OR REGULATION RELATING TO HAZARDOUS MATERIALS. WITHOUT LIMITING THE FOREGOING, THIS RELEASE SPECIFICALLY APPLIES TO ALL LOSSES AND CLAIMS ARISING UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986, (42 U.S.C. SECTIONS 9601 ET SEQ.), THE RESOURCES CONSERVATION AND RECOVERY

ACT OF 1976, (42 U.S.C. SECTIONS 6901 ET SEQ.), THE CLEAN WATER ACT, (33 U.S.C. SECTIONS 466 ET SEQ.), THE SAFE DRINKING WATER ACT, (14 U.S.C. SECTION 1401-1450), THE HAZARDOUS MATERIALS TRANSPORTATION ACT, (49 U.S.C. SECTIONS 1801 ET SEQ.), THE TOXIC SUBSTANCE CONTROL ACT, (15 U.S.C. SECTIONS 2601-2629), AND ANY OTHER FEDERAL, STATE OR LOCAL LAW OF SIMILAR EFFECT, AS WELL AS ANY AND ALL COMMON LAW CLAIMS.

BY INITIALING THIS CLAUSE BELOW, BUYER ACKNOWLEDGES THAT THIS SECTION HAS BEEN READ AND FULLY UNDERSTOOD, AND THAT BUYER HAS HAD THE CHANCE TO ASK QUESTIONS OF ITS COUNSEL ABOUT ITS MEANING AND SIGNIFICANCE.


BUYER'S INITIALS

(h) **“Environmental Damages”** means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment, of whatever kind or nature, contingent or otherwise matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys’ fees and disbursements and consultants’ fees, any of which are incurred at any time as a result of the existence of Hazardous Materials upon, about or beneath the Property or migrating to or from the Property, or the existence of a violation of Environmental Requirements pertaining to the Property, regardless of whether the existence of such Hazardous Materials or the violation of Environmental Requirements arose prior to the present ownership or operation of the Property.

(i) **“Environmental Requirements”** means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to Hazardous Materials or the protection of human health or the environment.

(j) “**Hazardous Materials**” means any substance (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance or policy; or (ii) which is defined as a “**hazardous waste**” or “**hazardous substance**” under any federal, state or local statute, regulation, or ordinance, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) and amendments thereto and regulations promulgated thereunder; or (iii) which is toxic, explosive, corrosive, infectious or otherwise hazardous or is regulated by any federal, state or local governmental authority; or (iv) without limitation which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde.

The provisions of this Section 4.7 shall survive Closing.

5. Closing Procedure. The sale and purchase herein provided shall be consummated (the “**Closing**”) at a closing conference, which shall be held on the Closing Date and held through Escrow. Provided all closing conditions set forth in Section 4 have been satisfied or waived, the Closing shall take place by no later than 21 days after the Sale Order becomes final.

5.1 Escrow. Except as otherwise specifically indicated herein, at least one (1) business day prior to the Closing Date, Seller and Buyer shall deliver to Escrow Agent the items set forth in Section 5.1.1 and Section 5.1.2. Such delivery shall be made pursuant to separate escrow instructions (“**Escrow Instructions**”) to be delivered by each of Buyer and Seller to Escrow Agent. The conditions to the closing of such escrow shall include the Escrow Agent’s receipt of the Closing Payment and a notice from each of Buyer and Seller authorizing Escrow Agent to close the transactions as contemplated herein (each of Buyer and Seller being obligated to deliver such authorization notice on the Closing Date as soon as it is reasonably satisfied that the other party is in a position to deliver the items to be delivered by such other party herein).

5.1.1 Seller Deliveries. At least one (1) business day prior to the Closing Date, Seller shall deliver to Buyer through Escrow the following:

- (a) One (1) original of a duly executed and acknowledged original grant deed (the “**Deed**”) in the form of Exhibit “B”;
- (b) Two (2) originals of a duly executed certificate of Seller (the “**Seller Closing Certificate**”) in the form of Exhibit “C” representing to Buyer that the

representations and warranties of Seller contained in this Agreement are true and correct as of the Closing Date in all material respects;

(c) An affidavit pursuant to Section 1445(b)(2) of the United States Code (the “Code”), and on which Buyer is entitled to rely, that the Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Code. If Seller fails to provide such form on or before the Closing Date, Seller agrees that the Escrow Agent shall be authorized and instructed to withhold the amount required by the Foreign Investment in Real Property Tax Act at Closing from that portion of the Purchase Price that would otherwise be disbursed to Seller and to disburse that amount to the Internal Revenue Service in accordance with that act;

(d) Evidence reasonably satisfactory to Title Company respecting the due organization of Seller and the due authorization and execution of this Agreement and the documents required to be delivered hereunder;

(e) To the extent they are then in Seller’s possession or control, and have not heretofore been delivered to Buyer: (i) any plans and specifications for all Improvements on the Property; (ii) all unexpired warranties and guarantees which Seller has received in connection with any work or services performed with respect to, or equipment installed in, the improvements on the Property; (iii) all keys for all improvements on the Property; and (iv) all material, non-privileged documents of Seller relating to the Property and all correspondence and records relating to the maintenance of the Property (which materials under this clause (e) may be either delivered at Closing or left at the management office at the Property);

(f) One (1) certified copy of the Sale Order; and

(g) Such additional documents as may be reasonably required by Buyer and Title Company in order to consummate the transactions hereunder (provided the same do not increase in any material respect the costs to, or liability or obligations of, Seller in a manner not otherwise provided for herein).

5.1.2 Buyer Deliveries. At least one (1) day prior to the Closing Date, unless otherwise indicated, Buyer shall deliver to Seller through Escrow the following:

(a) On the Closing Date, the Closing Payment, by wire transfer

in immediately available federal funds;

(b) Two (2) counterpart originals of a duly executed and acknowledged Bill of Sale;

(c) Two (2) originals of a certificate of Buyer (the “**Buyer Closing Certificate**”) in the form of Exhibit “D” representing to Seller that the representations and warranties of Buyer contained in this Agreement are true and correct as of the Closing Date;

(d) Evidence reasonably satisfactory to Title Company respecting the due organization of Buyer and the due authorization and execution of this Agreement and the documents required to be delivered hereunder;

(e) Such additional documents as may be reasonably required by Seller and Title Company in or to consummate the transactions hereunder (provided the same do not increase in any material respect the costs to, or liability or obligations of, Buyer in a manner not otherwise provided for herein).

5.2 Closing Costs. All Closing Costs will be apportioned according to local custom. Each party shall pay their own legal fees arising from this Agreement. Seller and Buyer shall pay their respective shares of prorations as hereinafter provided.

6. Condemnation or Destruction of Property. In the event that, after the date hereof but prior to the Closing Date, either any portion of the Property is taken pursuant to eminent domain proceedings or any of the Improvements on the Property are damaged or destroyed by any casualty, which would be a material adverse change while Seller shall not have any obligation to repair or replace any such damage or destruction, Seller shall be required to give Buyer prompt written notice of the same. If Buyer elects to proceed with this transaction pursuant to Section 4.4, in addition to delivering title, Seller shall deliver and assign to Buyer, upon consummation of the transaction herein provided (except to the extent any condemnation proceeds or insurance proceeds are attributable to lost rents or other items applicable to any period prior to the Closing), all claims of Seller respecting any condemnation or casualty insurance coverage, as applicable, and all condemnation proceeds or proceeds from any such casualty insurance received by Seller on account of any casualty (except to the extent required for costs of repairs by Seller prior to the Closing Date), as applicable.

7. Representations and Warranties.

7.1 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing Date the following, to Seller's knowledge:

7.1.1 Litigation. Except as otherwise described in Exhibit "E", there is no pending (and Seller has not received any written notice of any threatened) action, litigation, condemnation, or other proceeding (collectively, "**Proceeding**") involving any portion of the Property or against Seller, and Seller is not aware of any Proceeding involving any portion of the Property that has previously been settled or otherwise concluded. Seller has no knowledge of any proposed or pending zone changes, contemplated condemnation, or existing or contemplated assessment affecting any portion of the Property.

7.1.2 Compliance. Seller has received no written notice from any governmental authority having jurisdiction over the Property or any insurance carrier of Seller to the effect that the Property is not in compliance with any applicable codes, laws, statutes, ordinances, regulations, rules, covenants, conditions, or restrictions.

7.1.3 Agreements and Contracts. There are no service agreements, equipment leasing contracts or other contracts or agreements relating to the Property (including, without limitation, contracts or agreements which may affect the ownership, management, maintenance, operation, development, construction, or financing of the Property) currently in effect or which will be in force after the Closing.

7.1.4 Due Authority. This Agreement and all agreements, instruments, and documents herein provided to be executed or to be caused to be executed by Seller is and on the Closing Date will be duly authorized, executed, and delivered by and are binding upon Seller. Seller has the capacity and authority to enter into this Agreement and consummate the transactions herein provided without the consent or joinder of any other party.

7.1.5 Consents; No Conflict. Other than the Sale Order, Seller has obtained all consents and permissions related to the transactions herein contemplated and required under any covenant, agreement, encumbrance, or applicable laws. Neither this Agreement nor any agreement or certificate executed by Seller, nor anything provided in or contemplated by this Agreement or any such other agreement or certificate, does now or

shall hereafter breach, violate, invalidate, cancel, make inoperative or interfere with, or result in the acceleration or maturity of, any agreement, document, instrument, right or interest, judgment, order, injunction, decree, law, regulation, or ruling of any court or other governmental authority affecting or relating to Seller or the Property.

7.1.6 Environmental Matters. Except as set forth in the reports described in Exhibit “F” (the “**Environmental Reports**”), there is (and has been) no Hazardous Materials at, upon or adjacent to the Property.

7.1.7 Designation of Easements. There exist no unrecorded agreements that obligate Seller or any of their successors in title or any other party to grant an easement or any other right of way to any party for any designated areas at the Property.

7.1.8 OFAC. The Seller is not a “foreign person” or “foreign corporation” as those terms are defined in the Internal Revenue Code of 1986 and the regulations promulgated thereunder. Neither Seller nor any of its affiliates, is (A) conducting any business or engaging in any transaction or dealing with any person appearing on the U.S. Treasury Department’s OFAC list of prohibited countries, territories, “specifically designated nationals” or “blocked person” (each a “Prohibited Person”) (which lists can be accessed at the following web address: <http://www.ustreas.gov/offices/enforcement/ofac/>), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any such Prohibited Person; (B) engaging in certain dealings with countries and organizations designated under Section 311 of the USA PATRIOT Act as warranting special measures due to money laundering concerns; (C) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 dated September 24, 2001, relating to “Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism;” (D) a foreign shell bank or any person that a financial institution would be prohibited from transacting with under the USA PATRIOT Act; or (E) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in (1) any U.S. anti-money laundering law, (2) the Foreign Corrupt Practices Act, (3) the U.S. mail and wire fraud statutes, (4) the Travel Act, (5) any similar or successor statutes, or (6) any regulations promulgated under the foregoing statutes.

7.1.9 Property Documents. Prior to the Effective Date, Seller delivered or otherwise made available to Buyer all Property Documents that are within

Seller's possession or control at no additional cost or expense to Seller. To Seller's knowledge, the Property Documents are not materially false or misleading.

7.1.10 Physical Condition of the Property. Seller has no knowledge of any adverse physical condition existing on the Property that would impact the operation and/or performance, or value of the Property. To the extent that Seller becomes aware of such condition Seller will disclose such information to Buyer.

7.2 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller the following:

7.2.1 Due Authority. This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Buyer are and on the Closing Date will be duly authorized, executed, and delivered by and are binding upon Buyer. Buyer is a Nevada Limited Liability Company, duly organized and validly existing and in good standing under the laws of the State of Nevada and Buyer is duly authorized and qualified to do all things required of it under this Agreement. Buyer has the capacity and authority to enter into this Agreement and consummate the transactions herein provided without the consent or joinder of any other party (except as otherwise may be set forth in this Agreement).

7.2.2 Consents; No Conflict. Other than the Sale Order, Buyer has obtained all consents and permissions related to the transactions herein contemplated and required under any covenant, agreement, encumbrance, or applicable laws. Neither this Agreement nor any agreement or certificate executed by Buyer under Section 5.1.2, nor anything provided in or contemplated by this Agreement or any such other agreement or certificate, does now or, to Buyer's knowledge, shall hereafter breach, violate, invalidate, cancel, make inoperative or interfere with, or result in the acceleration or maturity of, any agreement, document, instrument, right or interest, judgment, order, injunction, decree, law, regulation or ruling of any court or other governmental authority affecting or relating to Buyer.

7.2.3 OFAC. Buyer is not a "foreign person" or "foreign corporation" as those terms are defined in the Internal Revenue Code of 1986 and the regulations promulgated thereunder. Neither Buyer nor any of its affiliates, is (A) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods or services to

or for the benefit of any such Prohibited Person; (B) engaging in certain dealings with countries and organizations designated under Section 311 of the USA PATRIOT Act as warranting special measures due to money laundering concerns; (C) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 dated September 24, 2001, relating to “Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism”; (D) a foreign shell bank or any person that a financial institution would be prohibited from transacting with under the USA PATRIOT Act; or (I) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in (1) any U.S. anti-money laundering law, (2) the Foreign Corrupt Practices Act, (3) the U.S. mail and wire fraud statutes, (4) the Travel Act, (5) any similar or successor statutes or (6) any regulations promulgated under the foregoing statutes.

7.3 No Survival. It is the intention of the parties that the representations and warranties set forth in this Section 7 shall not survive Closing and shall merge into the Deed.

7.4 Knowledge. When a statement is made under this Agreement to the “**knowledge**” of Seller (or other similar phrase), it means only the present actual knowledge of the Debtor, without any duty of inquiry, any imputation of the knowledge of another, or independent investigation of the relevant matter by any individual(s), and without any personal liability. Notwithstanding any provision of this Agreement to the contrary, should any of the foregoing representations and warranties of Seller become false or inaccurate prior to the Closing Date through no breach by Seller of its covenants hereunder, and provided Seller disclose the same to Buyer, in writing, prior to the Closing Date, then Buyer’s sole recourse shall be to either (i) terminate this Agreement and cancel the Escrow, in which case the Deposit shall be returned to Buyer and neither Seller nor Buyer will have any further liability or obligation under this Agreement (except for those obligations which survive in accordance with their terms), or (ii) proceed with the Closing, without reservation, in which case Buyer shall be deemed to have waived all claims against Seller with respect to such false or inaccurate representation and warranty.

8. Interim Covenants. Until the Closing Date or the sooner termination of this Agreement:

8.1 Maintenance and Operation. Seller shall maintain the Property in the same manner as prior hereto (such maintenance obligations not including capital expenditures or expenditures not currently being incurred in Seller’s ordinary maintenance of the Property), subject

to reasonable wear and tear and further subject to destruction by casualty or other events beyond the reasonable control of Seller. Without limitation of the foregoing, Seller shall maintain their current or comparable insurance.

8.2 Service Agreements. From the Effective Date until the expiration of the Feasibility Period, Seller shall not enter into any additional service contracts or other similar agreements relating to the Property or material modifications to the Service Agreements without the prior written consent of Buyer, which consent will not be unreasonably withheld. Following the expiration of the Feasibility Period, Seller shall not enter into any additional service contracts or other similar agreements relating to the Property or material modifications to the Service Agreements without the prior written consent of Buyer, which may be granted or withheld in Buyer's sole and absolute discretion.

8.3 Access to the Property. Seller shall give Buyer access to the Property in accordance with and subject to the provisions of Section 4.2.

8.4 Mortgages. Seller shall not encumber the Property with any mortgages or deeds of trust, or other encumbrances other than those that encumber the Property as of the Effective Date.

8.5 Bankruptcy Court Filings and Approval.

8.5.1 Seller shall use all reasonable efforts to cause the Bankruptcy Court to enter the Sale Order as soon as possible, which Sale Order shall approve a sale to the successful buyer approved by the Bankruptcy Court.

8.5.2 Buyer agrees that it will use commercially reasonable efforts to promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Sale Order and a finding by the Bankruptcy Court of adequate assurance of future performance by Buyer under each executory contract to be assumed and assigned to Buyer.

8.5.3 Seller and Buyer acknowledge that this Agreement and the sale of the Property are subject to Bankruptcy Court approval and that the sale is subject to overbid. Seller and Buyer acknowledge that to obtain such approval, Seller must demonstrate that it has taken reasonable steps to obtain the highest, best or otherwise financially superior offer possible for the Property.

8.5.4 Seller shall give appropriate notice, and provide appropriate opportunity for hearing, to all persons entitled thereto, of all motions, orders, hearings and other proceedings relating to this Agreement and the transactions contemplated hereby and thereby and such additional notice as ordered by the Bankruptcy Court or as Buyer may reasonably request.

8.5.5 In the event an appeal is taken or a stay pending appeal is requested from the Sale Order, Seller shall immediately notify Buyer of such appeal or stay request and shall provide to Buyer promptly a copy of the related notice of appeal or order of stay. Seller shall also provide Buyer with written notice of any motion or application filed in connection with any appeal from or stay request in respect of either of such orders.

8.5.6 After entry of the Sale Order, to the extent Buyer is the successful bidder at the Auction, Seller shall not take any action which is intended to, or fail to take any action the intent of which failure to act is to, result in the reversal, voiding, modification or staying of the Sale Order.

9. Termination.

9.1 Termination Events. Notwithstanding anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated at any time prior to the Closing Date as provided for in this Section:

9.1.1 By Buyer if:

- (a) Buyer is not the winning bidder at the sale; or
- (b) Seller enters into or consummates a transaction other than that contemplated by this Agreement (an “**Alternative Transaction**”); or
- (c) Seller breaches any of their representations, warranties, or covenants set forth in this Agreement in any material respect or fails to effectuate the Closing when required under this Agreement; or

9.1.2 By either Seller or Buyer if:

- (a) any of the conditions to Closing shall have become incapable of fulfillment other than as a result of a breach by Buyer (if Buyer is the party electing to terminate) or Seller (if Seller is the parties electing to terminate), as applicable, of any

covenant or agreement contained herein; or

(b) there shall be in effect a final order of a governmental authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the Closing.

10. **DISPOSITION OF DEPOSIT.**

10.1 **IF THE TRANSACTION HEREIN PROVIDED SHALL NOT BE CLOSED BY REASON OF SELLER'S DEFAULT UNDER THIS AGREEMENT OR THE FAILURE OF SATISFACTION OF THE CONDITIONS BENEFITING BUYER UNDER SECTION 4 OR THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH SECTION 9, THEN THE DEPOSIT SHALL BE RETURNED TO BUYER, AND NO PARTY SHALL HAVE ANY FURTHER OBLIGATION OR LIABILITY TO THE OTHER (EXCEPT UNDER THOSE PROVISIONS OF THIS AGREEMENT THAT EXPRESSLY SURVIVE TERMINATION OF THIS AGREEMENT); PROVIDED, HOWEVER, IF THE TRANSACTION HEREUNDER SHALL FAIL TO CLOSE SOLELY DUE TO THE DEFAULT OF SELLER, THEN BUYER, AS ITS SOLE AND EXCLUSIVE REMEDY, SHALL BE ENTITLED TERMINATE THIS AGREEMENT AND OBTAIN A RETURN OF THE DEPOSIT, BUT NO OTHER ACTION, FOR DAMAGES OR OTHERWISE, SHALL BE PERMITTED.**

10.2 **IN THE EVENT THE TRANSACTION HEREIN PROVIDED SHALL NOT CLOSE SOLELY DUE TO THE DEFAULT OF BUYER, BUT IF AND ONLY IF THE SALE ORDER IS ENTERED BY THE BANKRUPTCY COURT, THEN THE DEPOSIT (THE "LIQUIDATED DAMAGES AMOUNT") SHALL BE DELIVERED TO SELLER AS FULL COMPENSATION AND LIQUIDATED DAMAGES UNDER AND IN CONNECTION WITH THIS AGREEMENT, AND IN SUCH EVENT, BUYER SHALL NOT BE LIABLE TO SELLER FOR MONETARY DAMAGES EXCEPT FOR FORFEITURE OF THE LIQUIDATED DAMAGES AMOUNT (AND AS PROVIDED UNDER THOSE PROVISIONS OF THIS AGREEMENT THAT EXPRESSLY SURVIVE TERMINATION OF THIS AGREEMENT) AND THE PARTIES SHALL TAKE SUCH ACTION AS MAY BE REQUIRED TO CAUSE THE DEPOSIT TO BE DELIVERED TO SELLER. IN CONNECTION WITH THE FOREGOING, THE PARTIES RECOGNIZE THAT SELLER WILL INCUR EXPENSES IN CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN THE EXTENT OR**

DETRIMENT TO SELLER CAUSED BY THE BREACH BY BUYER UNDER THIS AGREEMENT OR THE AMOUNT OF COMPENSATION SELLER SHOULD RECEIVE AS A RESULT OF BUYER'S BREACH OR DEFAULT.


Coldwater Development LLC's Initials

Buyer's Initials

11. Miscellaneous.

11.1 Survival. Except as otherwise expressly provided herein, none of the warranties, representations, covenants, obligations, agreements and indemnifications contained in this Agreement shall survive the Closing and shall be merged with the Deed. By proceeding with the closing of the sale transaction, Seller and Buyer shall be deemed to have waived, and so covenant to waive, any claims of defaults or breaches by the other party existing on or as of the Closing Date whether under this Agreement or any other document or instrument executed by the other party in connection with this transaction, of which the waiving party was made aware by notice from the defaulting or breaching party (and, if applicable, which is described on Seller's certification of representations and warranties to be delivered at Closing) prior to the Closing Date for which the other party shall have no liability.

11.2 Further Instruments. Each party will, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting party, in order to carry out the intent and purpose of this Agreement.

11.3 Cumulative Remedies. Except as otherwise set forth herein, no remedy conferred upon a party in this Agreement is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity or by statute (except as otherwise expressly herein provided).

11.4 No Waiver. No waiver by a party of any breach of this Agreement or of any warranty or representation hereunder by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other party, whether or not the first party knows of such breach at

DETRIMENT TO SELLER CAUSED BY THE BREACH BY BUYER UNDER THIS AGREEMENT OR THE AMOUNT OF COMPENSATION SELLER SHOULD RECEIVE AS A RESULT OF BUYER'S BREACH OR DEFAULT.

Coldwater Development LLC's Initials



Buyer's Initials

11. Miscellaneous.

11.1 Survival. Except as otherwise expressly provided herein, none of the warranties, representations, covenants, obligations, agreements and indemnifications contained in this Agreement shall survive the Closing and shall be merged with the Deed. By proceeding with the closing of the sale transaction, Seller and Buyer shall be deemed to have waived, and so covenant to waive, any claims of defaults or breaches by the other party existing on or as of the Closing Date whether under this Agreement or any other document or instrument executed by the other party in connection with this transaction, of which the waiving party was made aware by notice from the defaulting or breaching party (and, if applicable, which is described on Seller's certification of representations and warranties to be delivered at Closing) prior to the Closing Date for which the other party shall have no liability.

11.2 Further Instruments. Each party will, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting party, in order to carry out the intent and purpose of this Agreement.

11.3 Cumulative Remedies. Except as otherwise set forth herein, no remedy conferred upon a party in this Agreement is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity or by statute (except as otherwise expressly herein provided).

11.4 No Waiver. No waiver by a party of any breach of this Agreement or of any warranty or representation hereunder by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other party, whether or not the first party knows of such breach at

the time it accepts such payment or performance. No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

11.5 Consents and Approvals. Except as otherwise expressly provided herein, any approval or consent provided to be given by a party hereunder must be in writing to be effective and may be given or withheld in the absolute discretion of such party.

11.6 Press Releases. Any press release issued with respect to the transactions contemplated by this Agreement shall be subject to the prior approval of Buyer and Seller, which consent shall not be unreasonably withheld.

11.7 Modification. This Agreement may not be modified or amended except by written agreement signed by all parties.

11.8 Incorporation of Exhibits. All exhibits attached and referred to in this Agreement are hereby incorporated herein as fully set forth in (and shall be deemed to be a part of) this Agreement.

11.9 Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters. Seller and Buyer each expressly disclaim any reliance on any oral or written representations, warranties, comments, statements or assurances made by Seller, Buyer, and any of their respective affiliates, and their respective agents, employees, representatives, attorneys or brokers, as an inducement or otherwise, to Buyer's and Seller's respective execution hereof.

11.10 Non-Business Days. Whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-business day, then such period (or date) shall be extended until the immediately following business day. As used herein, "business day" means any day other than a Saturday, Sunday, or federal or California state holiday.

11.11 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected

thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11.12 Interpretation. Words used in the singular shall include the plural, and vice-versa, and any gender shall be deemed to include the other. Whenever the words “including,” “include,” or “includes” are used in this Agreement, they shall be interpreted in a non-exclusive manner. The captions and headings of the Sections of this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof. Except as otherwise indicated, all Exhibit and Section references in this Agreement shall be deemed to refer to the Exhibits and Sections in this Agreement. Each party acknowledges and agrees that this Agreement (a) has been reviewed by it and its counsel, (b) is the product of negotiations between the parties, and (c) shall not be deemed prepared or drafted by any one party. In the event of any dispute between the parties concerning this Agreement, the parties agree that any ambiguity in the language of the Agreement is to not to be resolved against Seller or Buyer, but shall be given a reasonable interpretation in accordance with the plain meaning of the terms of this Agreement and the intent of the parties as manifested hereby.

11.13 Governing Law. This Agreement is to be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and where state law is implicated, the laws of the State of California shall govern (without regard to conflicts of law). The Bankruptcy Court shall retain exclusive jurisdiction to enforce the provisions of this Agreement.

11.14 Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement, Seller and Buyer do not intend by any provision of this Agreement to confer any right, remedy, or benefit upon any third party, and no third party shall be entitled to enforce or otherwise shall acquire any right, remedy or benefit by reason of any provision of this Agreement.

11.15 No Recordation. In no event shall this Agreement or any document or memorandum related to the subject matter of this Agreement be recorded without the prior written consent of Seller and except as herein provided.

11.16 Effectiveness of Agreement. In no event shall any draft of this Agreement create any obligations or liabilities, it being intended that only a fully executed and delivered copy of this Agreement will bind the parties hereto.

11.17 No Joint Venture. This Agreement does not and shall not be construed to create a partnership, joint venture, or any other relationship between the parties hereto except the

relationship of the Seller and Buyer specifically established hereby.

11.18 Successors and Assigns. Buyer may assign this Agreement (in whole or in part) and any document executed in connection herewith and its rights and obligations hereunder to a new entity or multiple new entities by delivery of written notice of such assignment to Seller, provided that such assignee(s) expressly assume(s) the obligations of Buyer. Upon any such assignment by Buyer and acceptance by such assignee(s) of all rights and obligations under this Agreement and such other document(s), Buyer shall be relieved from liability under this Agreement and such other document(s).

11.19 Notices. Any notice which a party is required or may desire to give the other party shall be in writing and may be delivered (1) personally, (2) by United States registered or certified mail, postage prepaid, (3) by Federal Express or other reputable courier service regularly providing evidence of delivery (with charges paid by the party sending the notice); or (4) by facsimile, provided that such facsimile shall be immediately followed by delivery of such notice pursuant to clause (1), (2) or (3) above. Any such notice shall be addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given):

To Buyer:

Pacific Green Vista, LLC
817 E. Palmer Avenue
Glendale, CA 91222
Attention: Donal Griffith

With Copy To:

Richard Weiss, Esq.
501 S. Beverly Drive, Suite 220
Beverly Hills, CA 90212

To Seller:

Mohamed Hadid
c/o Coldwater Development LLC
11301 W. Olympic Blvd., # 537
Los Angeles, CA 90064

With Copy To:

Arent Fox LLP
555 West Fifth Street, 48th Floor
Los Angeles, California 90013
Attention: Aram Ordubegian

To Title Company or Escrow:

Closing Agents Escrow
914 North Hollywood Way
Burbank, CA 91505

Any notice so given by mail shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon actual receipt of the same by the party to whom the same is to be given. The attorneys for any party hereto shall be entitled to provide any notice that a party desires to give or is required to give hereunder.

11.20 Legal Costs. The parties hereto agree that they shall pay directly any and all legal costs, which they have incurred on their own behalf in the preparation of this Agreement, all other agreements pertaining to this transaction, and that such legal costs shall not be part of the closing costs. In addition, if any party hereto brings any suit or other proceeding with respect to the subject matter or the enforcement of this Agreement, the prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is commenced), in addition to such other relief as may be awarded, shall be entitled to recover reasonable attorneys' fees, expenses and costs of investigation actually incurred from the non-prevailing party. The foregoing includes attorneys' fees, expenses and costs of investigation (including those incurred in appellate proceedings), costs incurred in establishing the right to indemnification, or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code (11 United States Code Sections 101 et seq.), or any successor statutes. This Section shall survive any termination of this Agreement.

11.21 Confidentiality. Except as required by applicable law, the information delivered by Seller or discovered by Buyer and its agents in connection with its investigation of the Property shall remain confidential and shall not be disclosed by either party hereto without the

written consent of the other except (1) to such party's directors, officers, partners, members, employees, legal counsel, accountants, prospective lenders, engineers, architects, financial advisors and similar professionals and consultants to the extent such party deems it necessary or appropriate in connection with the transaction contemplated hereunder (and such party shall inform each of the foregoing parties of such party's obligations under this Paragraph, provided however, that such parties shall have no liability on account of any failure by any such representatives and agents to keep such information confidential); (2) as otherwise required by law or regulation; or (3) to the extent data becomes available to such parties from any other source (other than by reason of a breach by such party of the confidentiality restrictions herein). The restrictions in this Paragraph shall survive a termination of this Agreement.

11.22 Time of the Essence. Time is of the essence as to this Agreement and each and every obligation hereunder.

11.23 Limitation of Liability. No present or future direct or indirect partner, member, manager, director, officer, shareholder, employee, advisor, affiliate, or agent of Buyer or any affiliate of such parties shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or in connection with the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Seller, on its behalf and on behalf of its successors and assigns, shall look solely to the Buyer for the payment of any claim or for any performance, and Seller hereby waives any and all such personal liability. The limitations of liability contained herein are in addition to, and not in limitation of, any limitation on liability applicable to Buyer provided elsewhere in this Agreement or by law or by any other contract, agreement or instrument. Any provision providing that it survives the Closing will survive Closing without limitation unless a specified period is otherwise provided in this Agreement. All other representations, warranties, covenants and agreements made or undertaken by Seller under this Agreement, unless otherwise specifically provided herein, will not survive the Closing Date but will be merged into the Deed and other Closing documents delivered at the Closing.

11.24 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

11.25 IRS – Form 1099-S. For purposes of complying with Section 6045 of the Internal Revenue Code of 1986, as amended, Escrow Agent shall be deemed the “person responsible for closing the transaction” and shall be responsible for obtaining the information

necessary to file with the Internal Revenue Service Form 1099-S, "Statement for Recipients of Proceeds from Real Estate, Broker and Barter Exchange Transactions."

11.26 **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

Coldwater Development LLC,
a California limited liability company

By: _____

Name: Mohamed Hadid

Title: Principal

BUYER:

Pacific Green Vista, LLC,
a Nevada limited liability company

By: _____

Name: Donal Griffith

Title: Manager

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

Coldwater Development LLC,
a California limited liability company

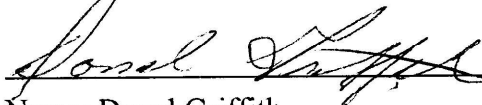
By: _____

Name: Mohamed Hadid

Title: Principal

BUYER:

Pacific Green Vista, LLC,
a Nevada limited liability company

By:  _____

Name: Donal Griffith

Title: Manager

EXHIBIT LIST

- “A” - Description of Land
- “B” - Form of Deed
- “C” - Form of Seller’s Closing Certificate
- “D” - Form of Buyer’s Closing Certificate
- “E” - Litigation
- “F” - Environmental Report

EXHIBIT "A" - DESCRIPTION OF LAND

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

PARCEL 1:

THAT PORTION OF LOT 1, OF COLDWATER CANYON TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18 PAGE(S) 22 AND 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEGINNING AT A POINT IN THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 7 OF TRACT NO. 11859, AS PER MAP RECORDED IN BOOK 255 PAGES 22 AND 23 OF MAPS; IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING DISTANT ALONG SAID PROLONGATION AND NORTHERLY LINE NORTH 78 DEGREES 17 MINUTES 00 SECONDS WEST 311.77 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE ALONG SAID PROLONGATION SOUTH 78 DEGREES 17 MINUTES 00 SECONDS EAST 31.03 FEET TO A POINT DISTANT NORTH 78 DEGREES 17 MINUTES 00 SECONDS WEST 150.74 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 7; THENCE SOUTH 51 DEGREES 53 MINUTES 58 SECONDS WEST TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT 1 NORTH 85 DEGREES 57 MINUTES 00 SECONDS WEST TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE WESTERLY LINE OF SAID LOT 1 NORTH 00 DEGREES 34 MINUTES 40 SECONDS EAST 213.54 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1 SOUTH 88 DEGREES 22 MINUTES 30 SECONDS EAST 1277.69 FEET TO THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO CHARLES B. DIAMOND, RECORDED ON JULY 24, 1961 AS INSTRUMENT NO. 1259 IN BOOK D-1296 PAGES 51 AND 52, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE WESTERLY LINE OF SAID LAND TO DIAMOND, SOUTH 05 DEGREES 06 MINUTES 00 SECONDS WEST 224.43 FEET TO THE TRUE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBERS: 4387-021-019

PARCEL 2:

THAT PORTION OF LOT 2 OF THE COLDWATER CANYON TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18 PAGE(S) 22 AND 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 85 DEGREES 57 MINUTES 00 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 2 TO A POINT IN THAT CERTAIN COURSE RECITED AS "SOUTH 51 DEGREES 53 MINUTES 58 SECONDS WEST 96.80 FEET" IN THE CORPORATION GRANT DEED RECORDED ON APRIL 15, 1964 AS INSTRUMENT NO. 2263 IN BOOK D-2434 PAGES 681 AND 682, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID CERTAIN COURSE SOUTH 51 DEGREES 53 MINUTES 58 SECONDS WEST TO THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED OF TRUST RECORDED ON FEBRUARY 6, 1962 AS INSTRUMENT NO. 186 IN BOOK T-2216, PAGE 834, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 57 DEGREES 54 MINUTES 35 SECONDS WEST 143.29 FEET TO A POINT IN THAT CERTAIN COURSE RECITED AS "NORTH 55 DEGREES 00 MINUTES 00 SECONDS WEST 100.00 FEET" IN THE DEED OF TRUST RECORDED ON APRIL 4, 1963 AS INSTRUMENT NO. 2537 IN BOOK T-2938 PAGE 145 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING DISTANT SOUTH 55 DEGREES 00 MINUTES 00 SECONDS EAST 12.00 FEET FROM THE WESTERLY TERMINUS OF SAID LAST MENTIONED CERTAIN COURSE; THENCE NORTH 55 DEGREES 00 MINUTES 00 SECONDS EAST 42.00 FEET; THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST 23.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 146.00 FEET SAID CURVE BEING TANGENT AT ITS SOUTHEASTERLY TERMINUS WITH A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHWESTERLY 1.00 FOOT, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY PROLONGATION OF THE TANGENT PORTION OF THE NORTHEASTERLY LINE OF LOT 2 OF TRACT NO. 11859, AS PER MAP RECORDED IN BOOK 255, PAGES 22 AND 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTHERLY ALONG SAID CURVE TO A POINT ON THE SOUTHERLY LINE OF LOT 2 OF SAID COLDWATER CANYON

TRACT; THENCE NORTH 76 DEGREES 50 MINUTES 30 SECONDS WEST ALONG SAID SOUTHERLY LINE TO AN ANGLE POINT IN SAID SOUTHERLY LINE DISTANT SOUTH 89 DEGREES 08 MINUTES 15 SECONDS EAST 672.10 FEET FROM THE SOUTHWEST CORNER OF SAID LAST MENTIONED LOT 2 OF THE COLDWATER CANYON TRACT; THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 89 DEGREES 08 MINUTES 15 SECONDS WEST 672.10 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE WESTERLY LINE OF SAID LOT 2 NORTH 00 DEGREES 34 MINUTES 40 SECONDS EAST 222.09 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBERS: 4387-021-019

PARCEL 3:

THAT PORTION OF LOT 3 OF THE COLDWATER CANYON TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18 PAGE(S) 22 AND 23 OF MAPS, IN THE OFFICE OF THE COUNTY, RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 3 SOUTH 89 DEGREES 08 MINUTES 15 SECONDS EAST 672.10 FEET TO AN ANGLE IN SAID NORTHERLY LINE; THENCE SOUTH 76 DEGREES 50 MINUTES 30 SECONDS EAST TO A POINT IN THAT CERTAIN CURVE RECITED AS "A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 146.00 FEET, SAID CURVE BEING TANGENT AS ITS SOUTHEASTERLY TERMINUS, WITH A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHWESTERLY 1.00 FOOT, MEASURED AT RIGHT ANGLES FROM THE NORTHWESTERLY PROLONGATION OF THE TANGENT PORTION OF THE NORTHEASTERLY LINE OF LOT 2 OF SAID TRACT NO. 11859" IN THE CORPORATION GRANT DEED RECORDED ON APRIL 15, 1964 AS INSTRUMENT NO. 2263 IN BOOK D-2434, PAGES 681 AND 682 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY SOUTHEASTERLY ALONG SAID CURVE TO THAT CERTAIN POINT DESCRIBED IN SAID CORPORATION GRANT DEED AS BEING "AN ARC DISTANCE OF 221.11 FEET" (FROM THE BEGINNING OF SAID CURVE IN SAID DEED); THENCE SOUTH 41 DEGREES 00 MINUTES 00 SECONDS WEST 111.09 FEET; THENCE SOUTH 66 DEGREES 48 MINUTES 37 SECONDS 12.00 FEET; THENCE SOUTH 23 DEGREES 11 MINUTES 23 SECONDS WEST 103.00 FEET; THENCE SOUTH 71 DEGREES 15 MINUTES 00 SECONDS EAST 31.00

FEET; THENCE SOUTH 15 DEGREES 45 MINUTES 00 SECONDS WEST 36.00 FEET; THENCE SOUTH 71 DEGREES 15 SECONDS 00 MINUTES EAST 23.15 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 47.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 2 DEGREES 02 MINUTES 22 SECONDS, AN ARC DISTANCE OF 17.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 103.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 37 DEGREES 15 MINUTES 57 SECONDS", AN ARC DISTANT OF 66.99 FEET; ALONG THE PROLONGATION OF A RADIAL LINE OF SAID LAST MENTIONED CURVE SOUTH 02 DEGREES 31 MINUTES 25 SECONDS WEST 39.36 FEET. MORE OR LESS, TO THE SOUTHERLY LINE OF SAID LOT 3 OF SAID COLDWATER CANYON TRACT; THENCE ALONG SAID LOT 3 OF SAID COLDWATER CANYON TRACT; THENCE ALONG SAID SOUTHERLY LINE NORTH 77 DEGREES 35 MINUTES 30 SECONDS WEST 384.04 FEET, MORE OR LESS TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 88 DEGREES 30 MINUTES 30 SECONDS WEST 716.84 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE WESTERLY LINE OF SAID LOT 3 NORTH 00 DEGREES 34 MINUTES 40 SECONDS EAST 402.58 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBERS: 4387-021-019

PARCEL 4:

THAT PORTION OF LOT 4 OF THE COLDWATER CANYON TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18 PAGE(S) 22 AND 23 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 4. DISTANT THEREON NORTH 79 DEGREES 33 MINUTES 10 SECONDS WEST 235.00 FEET FROM THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN BOUNDARY LINE OF SAID LOT 4 SHOWN AS HAVING A BEARING AND DISTANCE OF SOUTH 79 DEGREES 33 MINUTES 10 SECONDS EAST 1057.13 FEET; THENCE NORTHWESTERLY ON A DIRECT LINE TO A POINT ON THE NORTHERLY LINE OF SAID LOT 4, DISTANT THEREON

SOUTH 88 DEGREES 30 MINUTES 30 SECONDS WEST 40.00 FEET FROM THE
NORTHEASTERLY TERMINUS OF THAT CERTAIN NORTHERLY LINE SHOWN AS
HAVING A BEARING AND LENGTH OF SOUTH 88 DEGREES 30 MINUTES 30 SECONDS
WEST 716.84 FEET.

ASSESSOR'S PARCEL NUMBERS: 4387-021-018

EXHIBIT "B" - FORM OF DEED

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

AND MAIL TAX STATEMENTS TO:

APN: _____

DOCUMENTARY TRANSFER TAX \$ _____

Computed on the consideration or value of property conveyed;

OR

Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

The tax has been determined by the undersigned grantor

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
_____, a _____, does hereby GRANT to
_____, a _____, all of that
certain real property in the City of _____, County of _____, State of
California, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this
____ day of _____, 20__.

“GRANTOR”

a _____

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT “C” - FORM OF SELLER’S CLOSING CERTIFICATE

THIS SELLER CERTIFICATION (this “Certification”) is made as of the ____ day of _____, 2021, by _____, a _____ (“Seller”), to _____, a _____ (“Buyer”).

RECITALS:

A. Pursuant to that certain Purchase and Sale Agreement dated as of _____, 2021 between Seller and Buyer or its respective predecessor-in-interest (together with all amendments and addenda thereto, the “Agreement”), Seller has agreed to sell to Buyer the certain vacant, entitled, residential estate lots (collectively, the “Property”) totaling 65.61 acres that are located in the Santa Monica Mountains above Beverly Hills, Assessor’s Parcel Numbers 4387-021-018 and 4387-021-019.

B. The Agreement requires the delivery of this Certification.

NOW THEREFORE, pursuant to the Agreement, Seller does hereby represents and warrants to Buyer that:

1. Except as specifically set forth below, each and all of the representations and warranties of Seller contained in the Agreement are true and correct as of the date hereof as if made on and as of the date hereof.

2. This Certification is subject to the terms and conditions of the Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned has executed this Certification as of
the day and year first above written.

SELLER:

[_____] ,
a [_____]

By: _____

Name:

Title:

SELLER:

[_____] ,
a [_____]

By: _____

Name:

Title:

EXHIBIT “D” - FORM OF BUYER’S CLOSING CERTIFICATE

THIS BUYER CERTIFICATION (this “Certification”) is made as of the ____ day of _____, 2021, by _____, a _____ (“Buyer”), to _____, a _____ (“Seller”).

RECITALS:

A. Pursuant to that certain Purchase and Sale Agreement dated as of _____, 2021 between Seller and Buyer or its respective predecessor-in-interest (together with all amendments and addenda thereto, the “Agreement”), Seller has agreed to sell to Buyer the certain six vacant, entitled, residential estate lots (collectively, the “Property”) totaling 65.61 acres that are located in the Santa Monica Mountains above Beverly Hills, Assessor’s Parcel Numbers 4387-021-018 and 4387-021-019.

B. The Agreement requires the delivery of this Certification.

NOW THEREFORE, pursuant to the Agreement, Buyer does hereby represent and warrant to Seller that:

1. Except as specifically set forth below, each and all of the representations and warranties of Buyer contained in the Agreement are true and correct as of the date hereof as if made on and as of the date hereof.
2. This Certification is subject to the terms and conditions of the Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned has executed this Certification as of
the day and year first above written.

BUYER:

[_____] ,
a [_____]

By: _____

Name:

Title:

EXHIBIT “E” – LITIGATION

1. *Friends of the Hastain Trail, et al. v. Coldwater Development, LLC, et al.*, Case No. BC469573.

EXHIBIT “F” – ENVIROMENTAL REPORT

1. *Preliminary Geotechnical Engineering Investigation Report, Proposed Custom Single-Family Residential Development, 9650 Royalton Drive, Los Angeles, California*, dated November 16, 2020, prepared by Calwest Geotechnical, Consulting Engineers, a Division of LC Engineering Group, Inc.

EXHIBIT 3



615 N. NASH STREET, SUITE 308
EL SEGUNDO, CA 90245
PHONE NO. (800) 794-8094

CLOSING AGENTS ESCROW INC. (2476)
914 N. HOLLYWOOD WAY
BURBANK, CA 91505

TITLE OFFICER: MONCEF SELMI / SERGIO
SALAS
E-MAIL: TITLEUNIT12@PROVIDENTTITLE.COM
ORDER NO.: 12386123-SK

ATTN:

YOUR REFERENCE NO: VACANT LAND

PROPERTY ADDRESS: VACANT LAND

PRELIMINARY REPORT

DATED AS OF NOVEMBER 19, 2020 AT 7:30 A.M.

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

THE PRINTED EXCEPTIONS AND EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN SCHEDULE B ATTACHED. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT. *PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN SCHEDULE B OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.*

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

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

MONCEF SELMI / SERGIO SALAS
TITLE OFFICER

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

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY

ISSUED BY PROVIDENT TITLE COMPANY AS AGENT FOR:
STEWART TITLE GUARANTY COMPANY

SCHEDULE A

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

A FEE

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

LYDDA LUD, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS TO PARCELS 1, 2 AND 3; AND COLDWATER DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS TO PARCELS 4, 5, 6 AND 7

3. THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND IN THE DISTRICT LAND ON JUNE 25, 1887.

ASSESSOR'S PARCEL NUMBERS: 4387-020-001

PARCEL 2:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM, THAT PORTION OF SAID LAND LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER, DISTANT THEREON SOUTH 88° 42' 03" EAST 434.00 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER; THENCE SOUTHWESTERLY IN A DIRECT LINE TO A POINT IN THE WESTERLY LINE OF SAID SOUTHWEST QUARTER; DISTANT THEREON SOUTHERLY 200.00 FEET FROM SAID NORTHWEST QUARTER SECTION CORNER.

ASSESSOR'S PARCEL NUMBERS: 4387-020-009

PARCEL 3:

THAT PORTION OF LOTS 5 AND 6 OF THE COLDWATER CANYON TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18, PAGE(S) 22 AND 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF

SAID COUNTY, LYING WESTERLY OF THE WESTERLY AND NORTHERLY BOUNDARY LINES OF TRACT NO. 20500, AS PER MAP RECORDED IN BOOK 580 PAGES 25 AND 26 OF MAPS, RECORDS OF SAID COUNTY, SAID WESTERLY AND NORTHERLY LINES OF SAID TRACT NO. 20500 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID TRACT NO. 20550; THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID TRACT NO. 20500 NORTH 2° 44' 45" WEST 200.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 OF TRACT NO. 20500; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT NO. 20500, NORTH 86° 27' 03" EAST 214.00 FEET TO AN ANGLE POINT IN THE BOUNDARY OF SAID TRACT NO. 20500, NORTH 13° 11' 03" EAST 292.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 6 OF SAID TRACT NO. 20500, BEING A POINT ON THE NORTHERLY LINE OF SAID LOT 5 OF THE COLDWATER CANYON TRACT.

EXCEPT THAT PORTION, IF ANY, OF SAID LOT 6 LYING WITHIN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1, RANGE 15 WEST, SAN BERNARDINO MERIDIAN.

ASSESSOR'S PARCEL NUMBERS: 4387-022-001 & 4387-022-002

PARCEL 4:

THAT PORTION OF LOT 1, OF COLDWATER CANYON TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18 PAGE(S) 22 AND 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEGINNING AT A POINT IN THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 7 OF TRACT NO. 11859, AS PER MAP RECORDED IN BOOK 255 PAGES 22 AND 23 OF MAPS; IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING DISTANT ALONG SAID PROLONGATION AND NORTHERLY LINE NORTH 78 DEGREES 17 MINUTES 00 SECONDS WEST 311.77 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE ALONG SAID PROLONGATION SOUTH 78 DEGREES 17 MINUTES 00 SECONDS EAST 31.03 FEET TO A POINT DISTANT NORTH 78 DEGREES 17 MINUTES 00 SECONDS WEST 150.74 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 7; THENCE SOUTH 51 DEGREES 53 MINUTES 58 SECONDS WEST TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT 1 NORTH 85 DEGREES 57 MINUTES 00 SECONDS WEST TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE WESTERLY LINE OF SAID LOT 1 NORTH 00 DEGREES 34 MINUTES 40 SECONDS EAST 213.54 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1 SOUTH 88 DEGREES 22 MINUTES 30 SECONDS EAST 1277.69 FEET TO THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO CHARLES B. DIAMOND, RECORDED ON JULY 24, 1961 AS INSTRUMENT NO. 1259 IN BOOK D-1296 PAGES 51 AND 52, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE WESTERLY LINE OF SAID LAND TO DIAMOND, SOUTH 05 DEGREES 06 MINUTES 00 SECONDS WEST 224.43 FEET TO THE TRUE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBERS: 4387-021-019

PARCEL 5:

THAT PORTION OF LOT 2 OF THE COLDWATER CANYON TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18 PAGE(S) 22 AND 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 85 DEGREES 57 MINUTES 00 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 2 TO A POINT IN THAT CERTAIN COURSE RECITED AS "SOUTH 51 DEGREES 53 MINUTES 58 SECONDS WEST 96.80 FEET" IN THE CORPORATION GRANT DEED RECORDED ON APRIL 15, 1964 AS INSTRUMENT NO. 2263 IN BOOK D-2434 PAGES 681 AND 682, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID CERTAIN COURSE SOUTH 51 DEGREES 53 MINUTES 58 SECONDS WEST TO THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED OF TRUST RECORDED ON FEBRUARY 6, 1962 AS INSTRUMENT NO. 186 IN BOOK T-2216, PAGE 834, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 57 DEGREES 54 MINUTES 35 SECONDS WEST 143.29 FEET TO A POINT IN THAT CERTAIN COURSE RECITED AS "NORTH 55 DEGREES 00 MINUTES 00 SECONDS WEST 100.00 FEET" IN THE DEED OF TRUST RECORDED ON APRIL 4, 1963 AS INSTRUMENT NO. 2537 IN BOOK T-2938 PAGE 145 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING DISTANT SOUTH 55 DEGREES 00 MINUTES 00 SECONDS EAST 12.00 FEET FROM THE WESTERLY TERMINUS OF SAID LAST MENTIONED CERTAIN COURSE; THENCE NORTH 55 DEGREES 00 MINUTES 00 SECONDS EAST 42.00 FEET; THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST 23.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 146.00 FEET SAID CURVE BEING TANGENT AT ITS SOUTHEASTERLY TERMINUS WITH A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHWESTERLY 1.00 FOOT, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY PROLONGATION OF THE TANGENT PORTION OF THE NORTHEASTERLY LINE OF LOT 2 OF TRACT NO. 11859, AS PER MAP RECORDED IN BOOK 255, PAGES 22 AND 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTHERLY ALONG SAID CURVE TO A POINT ON THE SOUTHERLY LINE OF LOT 2 OF SAID COLDWATER CANYON TRACT; THENCE NORTH 76 DEGREES 50 MINUTES 30 SECONDS WEST ALONG SAID SOUTHERLY LINE TO AN ANGLE POINT IN SAID SOUTHERLY LINE DISTANT SOUTH 89 DEGREES 08 MINUTES 15 SECONDS EAST 672.10 FEET FROM THE SOUTHWEST CORNER OF SAID LAST MENTIONED LOT 2 OF THE COLDWATER CANYON TRACT; THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 89 DEGREES 08 MINUTES 15 SECONDS WEST 672.10 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE WESTERLY LINE OF SAID LOT 2 NORTH 00 DEGREES 34 MINUTES 40 SECONDS EAST 222.09 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBERS: 4387-021-019

PARCEL 6:

THAT PORTION OF LOT 3 OF THE COLDWATER CANYON TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18 PAGE(S) 22 AND 23 OF MAPS, IN THE OFFICE OF THE COUNTY, RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 3 SOUTH 89 DEGREES 08 MINUTES 15 SECONDS EAST 672.10 FEET TO AN ANGLE IN SAID NORTHERLY LINE; THENCE SOUTH 76 DEGREES 50 MINUTES 30 SECONDS EAST TO A POINT IN THAT CERTAIN CURVE RECITED AS "A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 146.00 FEET, SAID CURVE BEING TANGENT AS ITS SOUTHEASTERLY TERMINUS, WITH A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHWESTERLY 1.00 FOOT, MEASURED AT RIGHT ANGLES FROM THE NORTHWESTERLY PROLONGATION OF THE TANGENT PORTION OF THE NORTHEASTERLY LINE OF LOT 2 OF SAID TRACT NO. 11859" IN THE CORPORATION GRANT DEED RECORDED ON APRIL 15, 1964 AS INSTRUMENT NO. 2263 IN BOOK D-2434, PAGES 681 AND 682 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY SOUTHEASTERLY ALONG SAID CURVE TO THAT CERTAIN POINT DESCRIBED IN SAID CORPORATION GRANT DEED AS BEING "AN ARC DISTANCE OF 221.11 FEET" (FROM THE BEGINNING OF SAID CURVE IN SAID DEED); THENCE SOUTH 41 DEGREES 00 MINUTES 00 SECONDS WEST 111.09 FEET; THENCE

SOUTH 66 DEGREES 48 MINUTES 37 SECONDS 12.00 FEET; THENCE SOUTH 23 DEGREES 11 MINUTES 23 SECONDS WEST 103.00 FEET; THENCE SOUTH 71 DEGREES 15 MINUTES 00 SECONDS EAST 31.00 FEET; THENCE SOUTH 15 DEGREES 45 MINUTES 00 SECONDS WEST 36.00 FEET; THENCE SOUTH 71 DEGREES 15 SECONDS 00 MINUTES EAST 23.15 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 47.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 2 DEGREES 02 MINUTES 22 SECONDS, AN ARC DISTANCE OF 17.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 103.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 37 DEGREES 15 MINUTES 57 SECONDS", AN ARC DISTANT OF 66.99 FEET; ALONG THE PROLONGATION OF A RADIAL LINE OF SAID LAST MENTIONED CURVE SOUTH 02 DEGREES 31 MINUTES 25 SECONDS WEST 39.36 FEET. MORE OR LESS, TO THE SOUTHERLY LINE OF SAID LOT 3 OF SAID COLDWATER CANYON TRACT; THENCE ALONG SAID LOT 3 OF SAID COLDWATER CANYON TRACT; THENCE ALONG SAID SOUTHERLY LINE NORTH 77 DEGREES 35 MINUTES 30 SECONDS WEST 384.04 FEET, MORE OR LESS TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 88 DEGREES 30 MINUTES 30 SECONDS WEST 716.84 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE WESTERLY LINE OF SAID LOT 3 NORTH 00 DEGREES 34 MINUTES 40 SECONDS EAST 402.58 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBERS: 4387-021-019

PARCEL 7:

THAT PORTION OF LOT 4 OF THE COLDWATER CANYON TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18 PAGE(S) 22 AND 23 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 4. DISTANT THEREON NORTH 79 DEGREES 33 MINUTES 10 SECONDS WEST 235.00 FEET FROM THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN BOUNDARY LINE OF SAID LOT 4 SHOWN AS HAVING A BEARING AND DISTANCE OF SOUTH 79 DEGREES 33 MINUTES 10 SECONDS EAST 1057.13 FEET; THENCE NORTHWESTERLY ON A DIRECT LINE TO A POINT ON THE NORTHERLY LINE OF SAID LOT 4, DISTANT THEREON SOUTH 88 DEGREES 30 MINUTES 30 SECONDS WEST 40.00 FEET FROM THE NORTHEASTERLY TERMINUS OF THAT CERTAIN NORTHERLY LINE SHOWN AS HAVING A BEARING AND LENGTH OF SOUTH 88 DEGREES 30 MINUTES 30 SECONDS WEST 716.84 FEET.

ASSESSOR'S PARCEL NUMBERS: 4387-021-018

SCHEDULE B

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

- A. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2020-2021.
1ST INSTALLMENT: \$ 4,840.89 DELINQUENT PLUS PENALTY \$ 484.08
2ND INSTALLMENT: \$ 4,840.87 OPEN
CODE NO.: 00067
TAX PARCEL NO.: 4387-020-001

THE ABOVE TAXES ARE A LIEN NOT YET DUE UNTIL NOVEMBER 1, 2020.

- B. SAID PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR SHOWN BELOW (AND **SUBSEQUENT YEARS**, IF ANY):
FISCAL YEAR(S): 2018-2019
AMOUNT TO REDEEM: \$ 23,853.38
IF PAID BY: DECEMBER 31, 2020

****HIGH LIABILITY SALE – EXAM. OF COUNTY RECORDS IS REQUIRED****

SAID MATTER AFFECTS: **PARCEL 1**

- C. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2020-2021.
1ST INSTALLMENT: \$ 4,058.13 DELINQUENT PLUS PENALTY \$ 405.81
2ND INSTALLMENT: \$ 4,058.13 OPEN
CODE NO.: 00067
TAX PARCEL NO.: 4387-020-009

THE ABOVE TAXES ARE A LIEN NOT YET DUE UNTIL NOVEMBER 1, 2020.

- D. SAID PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR SHOWN BELOW (AND **SUBSEQUENT YEARS**, IF ANY):
FISCAL YEAR(S): 2018-2019
AMOUNT TO REDEEM: \$ 19,995.70
IF PAID BY: DECEMBER 31, 2020

****HIGH LIABILITY SALE – EXAM. OF COUNTY RECORDS IS REQUIRED****

SAID MATTER AFFECTS: **PARCEL 2**

- E. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2020-2021.
1ST INSTALLMENT: \$ 2,223.21 DELINQUENT PLUS PENALTY \$ 222.32
2ND INSTALLMENT: \$ 2,223.20 OPEN
CODE NO.: 00067
TAX PARCEL NO.: 4387-022-001

THE ABOVE TAXES ARE A LIEN NOT YET DUE UNTIL NOVEMBER 1, 2020.

- F. PAID PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR SHOWN BELOW (AND **SUBSEQUENT YEARS**, IF ANY):

FISCAL YEAR(S): 2018-2019
AMOUNT TO REDEEM: \$ 10,983.39
IF PAID BY: DECEMBER 31, 2020

SAID MATTER AFFECTS: PARCEL 3

- G. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2020-2021.

1ST INSTALLMENT: \$ 981.55 DELINQUENT PLUS PENALTY \$ 98.15
2ND INSTALLMENT: \$ 981.53 OPEN
CODE NO.: 00067
TAX PARCEL NO.: 4387-022-002

THE ABOVE TAXES ARE A LIEN NOT YET DUE UNTIL NOVEMBER 1, 2020.

- H. SAID PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR SHOWN BELOW (AND **SUBSEQUENT YEARS**, IF ANY):

FISCAL YEAR(S): 2018-2019
AMOUNT TO REDEEM: \$ 4,358.22
IF PAID BY: DECEMBER 31, 2020

SAID MATTER AFFECTS: A PORTION OF PARCEL 3

- I. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2020-2021.

1ST INSTALLMENT: \$ 34,575.55 DELINQUENT PLUS PENALTY \$ 3,457.55
2ND INSTALLMENT: \$ 34,575.55 OPEN
CODE NO.: 00067
TAX PARCEL NO.: 4387-021-019

THE ABOVE TAXES ARE A LIEN NOT YET DUE UNTIL NOVEMBER 1, 2020.

- J. SAID PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR SHOWN BELOW (AND **SUBSEQUENT YEARS**, IF ANY):

FISCAL YEAR(S): 2018-2019
AMOUNT TO REDEEM: \$ 168,329.81
IF PAID BY: DECEMBER 30, 2020

****HIGH LIABILITY SALE – EXAMINATION OF COUNTY RECORDS IS REQUIRED****

SAID MATTER AFFECTS: PARCELS 4, 5, 6

- K. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2020-2021.

1ST INSTALLMENT: \$ 8,581.98 DELINQUENT PLUS PENALTY \$ 858.19
2ND INSTALLMENT: \$ 8,581.98 OPEN
CODE NO.: 00067
TAX PARCEL NO.: 4387-021-018

THE ABOVE TAXES ARE A LIEN NOT YET DUE UNTIL NOVEMBER 1, 2020.

- L. SAID PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR SHOWN BELOW (AND **SUBSEQUENT YEARS**, IF ANY):

FISCAL YEAR(S): 2018-2019
AMOUNT TO REDEEM: \$ 42,192.07
IF PAID BY: DECEMBER 31, 2020

****HIGH LIABILITY SALE – EXAM. OF COUNTY RECORDS IS REQUIRED****

SAID MATTER AFFECTS: PARCEL 7

- M. SUPPLEMENTAL ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART 0.5, CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE CALIFORNIA REVENUE AND TAXATION CODE AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A.

SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO PART 0.5, CHAPTER 3.5 OR PART 2, CHAPTER 3, ARTICLES 3 AND 4, RESPECTIVELY, OF THE CALIFORNIA REVENUE AND TAXATION CODE AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO DATE OF POLICY.

ASSESSMENTS FOR COMMUNITY FACILITY DISTRICTS (MELLO-ROOS) AFFECTING SAID LAND WHICH EXIST BY VIRTUE OF ASSESSMENT MAPS OR NOTICES FILED BY SAID DISTRICTS AND ARE COLLECTED WITH THE REGULAR REAL ESTATE TAXES SO LONG AS SUCH TAXES ARE PAID CURRENT.

NOTE: THE MAP ATTACHED HERETO IS NEITHER A PLAT NOR A SURVEY, IT IS FURNISHED AS A CONVENIENCE TO LOCATE THE LAND INDICATED HEREON WITH REFERENCE TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF RELIANCE HEREIN.

1. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
2. ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY THE FILED OR RECORDED MAP REFERRED TO IN THE LEGAL DESCRIPTION.

THE FOLLOWING MATTERS ITEM NOS. 3 THRU 6 AFFECTS PARCELS 1, 2, 3

3. COVENANTS, CONDITIONS AND RESTRICTIONS (BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW) AS SET FORTH IN THE DOCUMENT RECORDED: IN **BOOK 3416 PAGE 164**, OF DEEDS

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING: IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL HOUSING LAWS AND IS VOID. ANY PERSON HOLDING AN INTEREST IN THIS PROPERTY MAY REQUEST THAT THE COUNTY RECORDER REMOVE THE RESTRICTIVE LANGUAGE PURSUANT TO SUBDIVISIONS (C) OF SECTION 12956.1 OF THE GOVERNMENT CODE.

SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

AND RE-RECORDED: IN **BOOK 5718 PAGE 92** OF DEEDS

4. THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED BELOW, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.
ENTITLED: "EASEMENT AND MAINTENANCE AGREEMENT"
EXECUTED BY: BRAD G. JONES ET AL
RECORDED: **JANUARY 30, 2008 AS INSTRUMENT NO. 08-180385** OFFICIAL RECORDS

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

5. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AND ANY OTHER OBLIGATIONS SECURED THEREBY
AMOUNT: \$ 25,000,000.00
DATED: MARCH 16, 2017
TRUSTOR: LYDDA LUD, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
TRUSTEE: EQUITY TITLE COMPANY, A CALIFORNIA CORPORATION
BENEFICIARY: ROMSPEN CALIFORNIA MORTGAGE LIMITED PARTNERSHIP,
AN ONTARIO LIMITED PARTNERSHIP
RECORDED: **MARCH 20, 2017 AS INSTRUMENT NO. 2017-310860**

AN ASSIGNMENT OF ALL THE MONEYS DUE OR TO BECOME DUE AS RENTAL, AS ADDITIONAL SECURITY.

ASSIGNED TO: ROMSPEN CALIFORNIA MORTGAGE LIMITED PARTNERSHIP,
AN ONTARIO LIMITED PARTNERSHIP

BY ASSIGNMENT

RECORDED: **MARCH 20, 2017 AS INSTRUMENT NO. 2017-310863 OFFICIAL RECORDS**

A PLEDGE AND COLLATERAL ASSIGNMENT OF ECONOMIC INCENTIVES, PERTAINING TO SAID DEED OF TRUST EXECUTED BY COLDWATER DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND LYDDA LUD, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND ROMSPEN CALIFORNIA MORTGAGE LIMITED PARTNERSHIP, AN ONTARIO LIMITED PARTNERSHIP

DATED: MARCH 16, 2017

RECORDED: **MARCH 20, 2017 AS INSTRUMENT NO. 2017-310864 OFFICIAL RECORDS**

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED

EXECUTED BY: LYDDA LUD, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
RECORDED: **JULY 3, 2017 AS INSTRUMENT NO. 2017-739772 OFFICIAL RECORDS**

6. A FINANCING STATEMENT FILED IN THE OFFICE OF THE COUNTY RECORDER, SHOWING
DEBTOR: LYDDA LUD, LLC
SECURED PARTY: ROMSPEN CALIFORNIA MORTGAGE LIMITED PARTNERSHIP
RECORDED: **MARCH 21, 2017 AS INSTRUMENT NO. 2017-316463 OFFICIAL RECORDS**
PROPERTY COVERED: AS PROVIDED THEREIN

THE FOLLOWING MATTERS AFFECT PARCELS 4, 5, 6 AND 7

7. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

PURPOSE: CONDUITS
AFFECTS: AS DESCRIBED THEREIN
RECORDED: IN **BOOK 5648 PAGE 8 OF DEEDS**

SAID MATTER AFFECTS: PARCEL 4

8. AN UNRECORDED EASEMENT AND RIGHT OF WAY FOR FIRE PREVENTION AND CONTROL, AS GRANTED UNDER AN AGREEMENT EXECUTED BY TITLE INSURANCE AND TRUST COMPANY, AS DEPOSITARY AND TRUSTEE UNDER ITS TRUST NO. 7298 SERIES III TO THE LOS ANGELES CITY FIRE DEPARTMENT UNDER DATED OF JULY 23, 1935, UNDER THE TERMS THEREIN SET OUT AS DISCLOSED BY THE DEED FROM MORTGAGE GUARANTEE COMPANY TO JAMES FRANCIS CAGNEY, RECORDED JANUARY 23, 1936, IN **BOOK 13855 PAGE 315, OFFICIAL RECORDS.**

SAID MATTER AFFECTS: PORTION OF PARCEL 4

9. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

PURPOSE: GRADING AND DRAINAGE
RECORDED: **APRIL 15, 1964 AS DOCUMENT NO. 2263 OFFICIAL RECORDS**

SAID MATTER AFFECTS: PARCEL 4

10. A GRANT AND WAIVER AND CERTIFICATE OF COMPLIANCE TO THE SUBDIVISION LAW REQUIREMENTS.

EXECUTED BY: GARY A. PLOTKIN, REFEREE OF THE SUPERIOR COURT IN THE MATTER OF HOWARDS VS. HOWARDS (L.A.S.C. NO. C 655 212)
COMPLIANCE NO.: L.A. NO. 88-022
RECORDED: **APRIL 22, 1988 AS INSTRUMENT NO. 88-556400 OFFICIAL RECORDS**

SAID MATTER AFFECTS: PARCEL 4

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

11. A GRANT AND WAIVER AND CERTIFICATE OF COMPLIANCE TO THE SUBDIVISION LAW REQUIREMENTS.

EXECUTED BY: GARY A. PLOTKIN, REFEREE OF THE SUPERIOR COURT IN THE MATTER OF HOWARDS VS. HOWARDS (L.A.S.C. NO. C 655 212)
COMPLIANCE NO.: L.A. NO. 88-020
RECORDED: **APRIL 22, 1988 AS INSTRUMENT NO. 88-556401 OFFICIAL RECORDS**

SAID MATTER AFFECTS: PARCEL 4

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

12. A GRANT AND WAIVER AND CERTIFICATE OF COMPLIANCE TO THE SUBDIVISION LAW REQUIREMENTS.

EXECUTED BY: URI HARKHAM
COMPLIANCE NO.: L.A. NO. 88-019
RECORDED: **MAY 15, 1992 AS INSTRUMENT NO. 92-885381 OFFICIAL RECORDS**

SAID MATTER AFFECTS: PARCEL 6

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

13. A COVENANT AND AGREEMENT
RECORDED : **JUNE 18, 1992 AS INSTRUMENT NO. 92-1113816 OFFICIAL RECORDS**

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

14. A COVENANT AND AGREEMENT
RECORDED : **JUNE 18, 1992 AS INSTRUMENT NO. 92-1113817 OFFICIAL RECORDS**

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

SAID MATTER AFFECTS: PARCEL 6 OF SAID LAND

15. A COVENANT AND AGREEMENT
RECORDED : **AUGUST 25, 1992 AS INSTRUMENT NO. 92-1590693 OFFICIAL RECORDS**

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

16. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
PURPOSE: PUBLIC STREET TREES, STREET LIGHTING, SIDEWALK AND PUBLIC UTILITIES
RECORDED: **AUGUST 25, 1992 AS INSTRUMENT NO. 92-1590694 OFFICIAL RECORDS**
AFFECTS: AS DESCRIBED THEREIN

17. AN IRREVOCABLE OFFER TO DEDICATE AN EASEMENT FOR PUBLIC STREET, ROAD OR HIGHWAY PURPOSES, AS CONTAINED IN A DOCUMENT.
RECORDED: **AUGUST 25, 1992 AS INSTRUMENT NO. 92-1590695 OFFICIAL RECORDS**
AFFECTS: AS DESCRIBED THEREIN

18. A COVENANT AND AGREEMENT
RECORDED : **NOVEMBER 18, 1992 AS INSTRUMENT NO. 92-2147878 OFFICIAL RECORDS**

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

19. THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED BELOW, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.
ENTITLED: "NOTICE"
EXECUTED BY: COLDWATER CANYON COMPANY, A CALIFORNIA LIMITED LIABILITY COMPANY
RECORDED: **JULY 5, 1996 AS INSTRUMENT NO. 96-1066345 OFFICIAL RECORDS**

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

20. A COVENANT AND AGREEMENT
RECORDED : **MAY 12, 2004 AS INSTRUMENT NO. 04-1206449 OFFICIAL RECORDS**

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

21. A NOTICE DECLARING SAID LAND AND/OR IMPROVEMENTS THEREON **SUBSTANDARD** AS DISCLOSED BY AN INSTRUMENT EXECUTED BY SUPERINTENDENT OF BUILDING,
RECORDED: **JUNE 4,, 2015 AS INSTRUMENT NO. 2015-657268 OFFICIAL RECORDS**

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

22. A NOTICE DECLARING SAID LAND AND/OR IMPROVEMENTS THEREON **SUBSTANDARD** AS DISCLOSED BY AN INSTRUMENT EXECUTED BY SUPERINTENDENT OF BUILDING,
RECORDED: **JUNE 4, 2015 AS INSTRUMENT NO. 2015-657270 OFFICIAL RECORDS**

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

23. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AND ANY OTHER OBLIGATIONS SECURED THEREBY
AMOUNT: \$25,000,000.00
DATED: MARCH 16, 2017
TRUSTOR: LYDDA LUD, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS TO PARCELS 1, 2 AND 3; COLDWATER DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS TO PARCELS 4, 5, 6 AND 7
TRUSTEE: EQUITY TITLE COMPANY, A CALIFORNIA CORPORATION
BENEFICIARY: ROMSPEN CALIFORNIA MORTGAGE LIMITED PARTNERSHIP, AN ONTARIO LIMITED PARTNERSHIP
RECORDED: **MARCH 20, 2017 AS INSTRUMENT NO. 2017-310859**

AN ASSIGNMENT OF THE BENEFICIAL INTEREST UNDER SAID DEED OF TRUST WHICH NAMES

- AS ASSIGNEE: GIVE BACK, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
RECORDED: **SEPTEMBER 11, 2020 AS INSTRUMENT NO. 2020-1095575 OF OFFICIAL RECORDS**

A SUBSTITUTION OF TRUSTEE UNDER SAID DEED OF TRUST WHICH SUBSTITUTED THE TRUSTEE

- RECORDED: **SEPTEMBER 22, 2020 AS INSTRUMENT NO. 2020-1152670 OF OFFICIAL RECORDS**

A NOTICE OF DEFAULT UNDER THE TERMS OF SAID DEED OF TRUST

- RECORDED: **SEPTEMBER 22, 2020 AS INSTRUMENT NO. 2020-1152671 OF OFFICIAL RECORDS**

24. AN ASSIGNMENT OF ALL THE MONEYS DUE OR TO BECOME DUE AS RENTAL, AS ADDITIONAL SECURITY.

ASSIGNED TO: ROMSPEN CALIFORNIA MORTGAGE LIMITED PARTNERSHIP, AN ONTARIO LIMITED PARTNERSHIP

BY ASSIGNMENT

- RECORDED: **MARCH 20, 2017 AS INSTRUMENT NO. 2017-310862 OFFICIAL RECORDS**

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED

EXECUTED BY: COLDWATER DEVELOPMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

- RECORDED: **MARCH 20, 2017 AS INSTRUMENT NO. 2017-310862 OFFICIAL RECORDS**

A PLEDGE AND COLLATERAL ASSIGNMENT OF ECONOMIC INCENTIVES, PERTAINING TO SAID DEED OF TRUST EXECUTED BY COLDWATER DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND LYDDA LUD, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND ROMSPEN CALIFORNIA MORTGAGE LIMITED PARTNERSHIP, AN ONTARIO LIMITED PARTNERSHIP

DATED: MARCH 16, 2017
RECORDED: **MARCH 20, 2017 AS INSTRUMENT NO. 2017-310864 OFFICIAL RECORDS**

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED

EXECUTED BY: COLDWATER DEVELOPMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
RECORDED: **JULY 3, 2017 AS INSTRUMENT NO. 2017-739771**

25. A FINANCING STATEMENT FILED IN THE OFFICE OF THE COUNTY RECORDER, SHOWING DEBTOR: COLDWATER DEVELOPMENT, LLC
SECURED PARTY: ROMSPEN CALIFORNIA MORTGAGE LIMITED PARTNERSHIP
RECORDED: **MARCH 21, 2017 AS INSTRUMENT NO. 2017-316462 OFFICIAL RECORDS**
PROPERTY COVERED: AS PROVIDED THEREIN

A CHANGE TO THE ABOVE FINANCING STATEMENT WAS FILED

DATED: NOT SHOWN
NO: 20170316463
RECORDED: **SEPTEMBER 11, 2020 AS INSTRUMENT NO. 2020-1095577 OF OFFICIAL RECORDS**
NATURE OF CHANGE: ASSIGNMENT

26. AN ABSTRACT OF JUDGMENT FOR THE AMOUNT SHOWN BELOW AND ANY OTHER AMOUNTS DUE.
AMOUNT: \$ 104,270.15
DEBTOR: SHAHBAZ LAW GROUP, APC
CREDITOR: COLDWATER DEVELOPMENT, LLC, ET. AL.
DATE ENTERED: JUNE 13, 2017
COUNTY: LOS ANGELES
COURT: SUPERIOR
CASE NO.: LC101029
RECORDED: **MARCH 29, 2018 AS INSTRUMENT NO. 2018-302134 OFFICIAL RECORDS**

27. A TAX LIEN FOR THE AMOUNT SHOWN AND ANY OTHER AMOUNTS DUE, IN FAVOR OF THE STATE OF CALIFORNIA.
AMOUNT: NOT SHOWN
FILED BY: STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
TAXPAYER: MOHAMMED ANWAR HADID, INDIVIDUAL AND AS SUBSTANTIAL SHAREHOLDERS OF COLDWATER DEVELOPMENT, LLC
CERTIFICATE: NOT SHOWN
RECORDED: **JANUARY 7, 2019 AS INSTRUMENT NO. 2019-14936 OFFICIAL RECORDS**

28. A TAX LIEN FOR THE AMOUNT SHOWN AND ANY OTHER AMOUNTS DUE, IN FAVOR OF THE STATE OF CALIFORNIA.
- | | |
|--------------|--|
| AMOUNT: | NOT SHOWN |
| FILED BY: | STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS |
| TAXPAYER: | COLDWATER DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY |
| CERTIFICATE: | NOT SHOWN |
| RECORDED: | <u>JANUARY 7 2019 AS INSTRUMENT NO. 2019-14940 OFFICIAL RECORDS</u> |

THE FOLLOWING MATTERS AFFECT ALL PARCELS

29. THE FACT THAT SAID LAND DOES NOT APPEAR TO HAVE ACCESS OF RECORD TO ANY PUBLIC STREET, ROAD OR HIGHWAY. OUR EXAMINATION OF RECORD TITLE TO THE HEREIN DESCRIBED LAND DOES NOT DISCLOSE ANY EXISTING RIGHT OF ACCESS TO AND FROM THE LAND. COVERAGE IN THE INSURING PROVISIONS OF THE TITLE INSURANCE POLICY WHICH READS "LACK OF A RIGHT OF ACCESS TO AND FROM THE LAND" IS HEREBY DELETED. TO THE EXTENT A PROVISION OF THE POLICY IS INCONSISTENT WITH THE EXPRESS PROVISION OF THIS RECITAL, THIS RECITAL CONTROLS. OTHERWISE, THIS RECITAL IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY.
30. ANY RIGHTS OF THE PARTIES IN POSSESSION OF SAID LAND, BASED ON AN UNRECORDED AGREEMENT, CONTRACT OR LEASE, AS DISCLOSED BY INSPECTION AND INVESTIGATION.
- THIS COMPANY WILL REQUIRE THAT A FULL COPY OF ANY UNRECORDED AGREEMENT, CONTRACT OR LEASE BE SUBMITTED TO US, TOGETHER WITH ALL SUPPLEMENTS, ASSIGNMENTS AND AMENDMENTS, BEFORE ISSUING ANY POLICY OF TITLE INSURANCE.
31. MATTERS WHICH MAY BE DISCLOSED BY AN INSPECTION OR BY A SURVEY OF SAID LAND THAT IS SATISFACTORY TO THIS COMPANY, OR BY INQUIRY OF THE PARTIES IN POSSESSION THEREOF.
32. ANY CLAIMS FOR MECHANICS' LIENS ON SAID LAND THAT MAY BE RECORDED BY REASON OF A WORK OF IMPROVEMENT, DISCLOSED BY AN INSPECTION OF SAID LAND.

END OF SCHEDULE B

NOTES AND REQUIREMENTS

FOR OUR WIRING INSTRUCTIONS PLEASE CONTACT THE TITLE UNIT

SPECIAL NOTE: THE POLICY TO BE ISSUED MAY CONTAIN AN ARBITRATION CLAUSE. WHEN THE AMOUNT OF INSURANCE IS LESS THAN THE AMOUNT, IF ANY, SET FORTH IN THE ARBITRATION CLAUSE, ALL ARBITRABLE MATTERS SHALL BE ARBITRATED AT THE OPTION OF EITHER THE COMPANY OR THE INSURED AS THE EXCLUSIVE REMEDY OF THE PARTIES.

SPECIAL NOTE: IF A COUNTY RECORDER, TITLE INSURANCE COMPANY, ESCROW COMPANY, REAL ESTATE BROKER, REAL ESTATE AGENT OR ASSOCIATION PROVIDES A COPY OF A DECLARATION, GOVERNING DOCUMENT OR DEED TO ANY PERSON, CALIFORNIA LAW REQUIRES THAT THE DOCUMENT PROVIDED SHALL INCLUDE A STATEMENT REGARDING ANY UNLAWFUL RESTRICTIONS. SAID STATEMENT IS TO BE IN AT LEAST 14-POINT BOLD FACER TYPE AND MAY BE STAMPED ON THE FIRST PAGE OF ANY DOCUMENT PROVIDED OR INCLUDED AS A COVER PAGE ATTACHED TO THE REQUESTED DOCUMENT. SHOULD A PARTY TO THIS TRANSACTION REQUEST A COPY OF ANY DOCUMENT REPORTED HEREIN THAT FITS THIS CATEGORY, THE STATEMENT IS TO BE INCLUDED IN THE MANNER DESCRIBED.

Note No. 1: WE WILL REQUIRE A STATEMENT OF INFORMATION FROM THE PARTIES NAMED BELOW IN ORDER TO COMPLETE THIS REPORT, BASED ON THE EFFECT OF DOCUMENTS, PROCEEDINGS, LIENS, DECREES, OR OTHER MATTERS WHICH DO NOT SPECIFICALLY DESCRIBE SAID LAND, BUT WHICH, IF ANY DO EXIST, MAY AFFECT THE TITLE OR IMPOSE LIENS OR ENCUMBRANCES THEREON.
PARTIES: BORROWER (IF INDIVIDUAL)

Note No. 2: THE CHARGE FOR A CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY AND/OR AN AMERICAN LAND TITLE ASSOCIATION LOAN POLICY OF TITLE INSURANCE, WHEN ISSUED THROUGH THIS TITLE ORDER, WILL BE BASED ON THE RE-FINANCE RATE.

Note No. 3: YOUR ORDER FOR TITLE WORK CALLS FOR A SEARCH OF PROPERTY THAT IS IDENTIFIED BY A STREET ADDRESS ONLY OR BY SUCH OTHER UNCONFIRMED DATA. BASED ON OUR RECORDS, WE BELIEVE THAT THE LAND DESCRIPTION AND ITS OWNERSHIP IN THIS REPORT REPRESENTS THE PARCEL THAT YOU REQUESTED.

IN ORDER TO PREVENT COSTLY ERRORS AND TO BE CERTAIN THAT THE CORRECT PARCEL OF LAND IS BEING CONSIDERED, WE REQUIRE THAT WRITTEN APPROVAL OF THE LEGAL DESCRIPTION AND THE VESTING IN THIS REPORT BE SENT TO US. IF WE DO NOT RECEIVE SUCH CONFIRMATION BEFORE CLOSE OF ESCROW, WE WILL CONSIDER THIS DEEMED APPROVAL OF THE DESCRIPTION AND OWNERSHIP OF SAID LAND AS SHOWN IN OUR REPORT.

GOOD FUNDS NOTE:

CALIFORNIA INSURANCE CODE SECTION 12413.1 REGULATES THE DISBURSEMENT OF ESCROW AND SUB-ESCROW FUNDS BY TITLE COMPANIES. THE LAW REQUIRES THAT FUNDS BE DEPOSITED IN THE TITLE COMPANY ESCROW ACCOUNT AND AVAILABLE FOR WITHDRAWAL PRIOR TO DISBURSEMENT. FUNDS DEPOSITED WITH THE COMPANY BY WIRE TRANSFER MAY BE DISBURSED UPON RECEIPT. FUNDS DEPOSITED WITH THE COMPANY VIA CASHIER'S OR TELLER'S CHECK DRAWN ON A CALIFORNIA BASED BANK MAY BE DISBURSED THE NEXT BUSINESS DAY AFTER THE DAY OF DEPOSIT. IF FUNDS ARE DEPOSITED WITH THE COMPANY BY OTHER METHODS, RECORDING AND/OR DISBURSEMENT MAY BE DELAYED. ALL ESCROW AND SUB-ESCROW FUNDS RECEIVED BY THE COMPANY WILL BE DEPOSITED WITH OTHER ESCROW FUNDS IN ONE OR MORE NON-INTEREST BEARING ESCROW ACCOUNTS OF THE COMPANY IN A FINANCIAL INSTITUTION SELECTED BY THE COMPANY. THE COMPANY MAY RECEIVE CERTAIN DIRECT OR INDIRECT BENEFITS FROM THE FINANCIAL INSTITUTION BY REASON OF THE DEPOSIT OF SUCH FUNDS OR THE MAINTENANCE OF SUCH ACCOUNTS WITH SUCH FINANCIAL INSTITUTION, AND THE COMPANY SHALL HAVE NO OBLIGATION TO ACCOUNT TO THE DEPOSITION PARTY IN ANY MANNER FOR THE VALUE OF, OR TO PAY TO SUCH PARTY, ANY BENEFIT RECEIVED BY THE COMPANY. THOSE BENEFITS MAY INCLUDE, WITHOUT LIMITATION, CREDITS ALLOWED BY SUCH FINANCIAL INSTITUTION ON LOANS AND EARNINGS ON INVESTMENTS MADE WITH THE PROCEEDS OF SUCH LOANS, ACCOUNTING, REPORTING AND OTHER SERVICES AND PRODUCTS OF SUCH FINANCIAL INSTITUTION. SUCH BENEFITS SHALL BE DEEMED ADDITIONAL COMPENSATION OF THE COMPANY FOR ITS SERVICES IN CONNECTION WITH THE ESCROW OR SUB-ESCROW.

Note No. 4: THE REQUIREMENT THAT THIS COMPANY BE PROVIDED THE FOLLOWING FOR THE BELOW NAMED LIMITED LIABILITY COMPANY BEFORE ISSUING ANY POLICY OF TITLE INSURANCE,

(1) A COPY OF ITS OPERATING AGREEMENT AND ANY AMENDMENTS THERETO MUST BE SUBMITTED TO THE COMPANY FOR REVIEW.

(2) A CERTIFIED COPY OF ITS ARTICLES OF ORGANIZATION (LLC-1), ANY CERTIFICATE OF CORRECTION (LLC-11), CERTIFICATE OF AMENDMENT (LLC-2), OR RESTATEMENT OF ARTICLES OF ORGANIZATION (LLC-10) MUST BE SUBMITTED TO COMPANY FOR REVIEW.

(3) WITH RESPECT TO ANY DEED, DEED OF TRUST, LEASE SUBORDINATION AGREEMENT OR OTHER DOCUMENT OR INSTRUMENT EXECUTED BY SUCH LIMITED LIABILITY COMPANY AND PRESENTED TO THE COMPANY FOR RECORDING OR UPON WHICH THE COMPANY IS ASKED TO RELY, SUCH DOCUMENT OR INSTRUMENT MUST BE EXECUTED IN ACCORDANCE WITH THE FOLLOWING:

A. IF THE LIMITED LIABILITY COMPANY PROPERLY OPERATES THROUGH OFFICERS APPOINTED OR ELECTED PURSUANT TO THE TERMS OF THE WRITTEN OPERATING AGREEMENT, SUCH DOCUMENT OR INSTRUMENT MUST BE EXECUTED BY AT LEAST TWO DULY ELECTED OR APPOINTED OFFICERS AS FOLLOWS: THE CHAIRMAN OF THE BOARD, THE PRESIDENT, VICE PRESIDENT, AND ANY SECRETARY, ASSISTANT SECRETARY, THE CHIEF FINANCIAL OFFICER OR ANY ASSISTANT TREASURER.

B. IF THE LIMITED LIABILITY COMPANY PROPERLY OPERATES THROUGH A MANAGER OR MANAGERS IDENTIFIED IN THE ARTICLES OF ORGANIZATION AND/OR DULY ELECTED PURSUANT TO THE TERMS OF A WRITTEN OPERATING AGREEMENT, SUCH DOCUMENT OR INSTRUMENT MUST BE EXECUTED BY AT LEAST TWO SUCH MANAGERS OR BY ONE MANAGER IF THE LIMITED LIABILITY COMPANY PROPERLY OPERATES WITH THE EXISTENCE OF ONLY ONE MANAGER.

(4) OTHER REQUIREMENTS WHICH THE COMPANY MAY IMPOSE FOLLOWING ITS REVIEW OF THE MATERIAL REQUIRED HEREIN AND OTHER INFORMATION WHICH THE COMPANY MAY REQUIRE.

NAME OF LLC: LYDDA LUD, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

Note No. 5: THE REQUIREMENT THAT THIS COMPANY BE PROVIDED THE FOLLOWING FOR THE BELOW NAMED LIMITED LIABILITY COMPANY BEFORE ISSUING ANY POLICY OF TITLE INSURANCE,

(1) A COPY OF ITS OPERATING AGREEMENT AND ANY AMENDMENTS THERETO MUST BE SUBMITTED TO THE COMPANY FOR REVIEW.

(2) A CERTIFIED COPY OF ITS ARTICLES OF ORGANIZATION (LLC-1), ANY CERTIFICATE OF CORRECTION (LLC-11), CERTIFICATE OF AMENDMENT (LLC-2), OR RESTATEMENT OF ARTICLES OF ORGANIZATION (LLC-10) MUST BE SUBMITTED TO COMPANY FOR REVIEW.

(3) WITH RESPECT TO ANY DEED, DEED OF TRUST, LEASE SUBORDINATION AGREEMENT OR OTHER DOCUMENT OR INSTRUMENT EXECUTED BY SUCH LIMITED LIABILITY COMPANY AND PRESENTED TO THE COMPANY FOR RECORDING OR UPON WHICH THE COMPANY IS ASKED TO RELY, SUCH DOCUMENT OR INSTRUMENT MUST BE EXECUTED IN ACCORDANCE WITH THE FOLLOWING:

A. IF THE LIMITED LIABILITY COMPANY PROPERLY OPERATES THROUGH OFFICERS APPOINTED OR ELECTED PURSUANT TO THE TERMS OF THE WRITTEN OPERATING AGREEMENT, SUCH DOCUMENT OR INSTRUMENT MUST BE EXECUTED BY AT LEAST TWO DULY ELECTED OR APPOINTED OFFICERS AS FOLLOWS: THE CHAIRMAN OF THE BOARD, THE PRESIDENT, VICE PRESIDENT, AND ANY SECRETARY, ASSISTANT SECRETARY, THE CHIEF FINANCIAL OFFICER OR ANY ASSISTANT TREASURER.

B. IF THE LIMITED LIABILITY COMPANY PROPERLY OPERATES THROUGH A MANAGER OR MANAGERS IDENTIFIED IN THE ARTICLES OF ORGANIZATION AND/OR DULY ELECTED PURSUANT TO THE TERMS OF A WRITTEN OPERATING AGREEMENT, SUCH DOCUMENT OR INSTRUMENT MUST BE EXECUTED BY AT LEAST TWO SUCH MANAGERS OR BY ONE MANAGER IF THE LIMITED LIABILITY COMPANY PROPERLY OPERATES WITH THE EXISTENCE OF ONLY ONE MANAGER.

(4) OTHER REQUIREMENTS WHICH THE COMPANY MAY IMPOSE FOLLOWING ITS REVIEW OF THE MATERIAL REQUIRED HEREIN AND OTHER INFORMATION WHICH THE COMPANY MAY REQUIRE.

NAME OF LLC: COLDWATER DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

EXHIBIT "A"

PARCEL 1:

THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND IN THE DISTRICT LAND ON JUNE 25, 1887.

ASSESSOR'S PARCEL NUMBERS: 4387-020-001

PARCEL 2:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM, THAT PORTION OF SAID LAND LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER, DISTANT THEREON SOUTH 88° 42' 03" EAST 434.00 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER; THENCE SOUTHWESTERLY IN A DIRECT LINE TO A POINT IN THE WESTERLY LINE OF SAID SOUTHWEST QUARTER; DISTANT THEREON SOUTHERLY 200.00 FEET FROM SAID NORTHWEST QUARTER SECTION CORNER.

ASSESSOR'S PARCEL NUMBERS: 4387-020-009

PARCEL 3:

THAT PORTION OF LOTS 5 AND 6 OF THE COLDWATER CANYON TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18, PAGE(S) 22 AND 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WESTERLY OF THE WESTERLY AND NORTHERLY BOUNDARY LINES OF TRACT NO. 20500, AS PER MAP RECORDED IN BOOK 580 PAGES 25 AND 26 OF MAPS, RECORDS OF SAID COUNTY, SAID WESTERLY AND NORTHERLY LINES OF SAID TRACT NO. 20500 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID TRACT NO. 20550; THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID TRACT NO. 20500 NORTH 2° 44' 45" WEST 200.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 OF TRACT NO. 20500; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT NO. 20500, NORTH 86° 27' 03" EAST 214.00 FEET TO AN ANGLE POINT IN THE BOUNDARY OF SAID TRACT NO. 20500, NORTH 13° 11' 03" EAST 292.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 6 OF SAID TRACT NO. 20500, BEING A POINT ON THE NORTHERLY LINE OF SAID LOT 5 OF THE COLDWATER CANYON TRACT.

EXCEPT THAT PORTION, IF ANY, OF SAID LOT 6 LYING WITHIN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1, RANGE 15 WEST, SAN BERNARDINO MERIDIAN.

ASSESSOR'S PARCEL NUMBERS: 4387-022-001 & 4387-022-002

PARCEL 4:

THAT PORTION OF LOT 1, OF COLDWATER CANYON TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18 PAGE(S) 22 AND 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEGINNING AT A POINT IN THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 7 OF TRACT NO. 11859, AS PER MAP RECORDED IN BOOK 255 PAGES 22 AND 23 OF MAPS; IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING DISTANT ALONG SAID PROLONGATION AND NORTHERLY LINE NORTH 78 DEGREES 17 MINUTES 00 SECONDS WEST 311.77 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE ALONG SAID PROLONGATION SOUTH 78 DEGREES 17 MINUTES 00 SECONDS EAST 31.03 FEET TO A POINT DISTANT NORTH 78 DEGREES 17 MINUTES 00 SECONDS WEST 150.74 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 7; THENCE SOUTH 51 DEGREES 53 MINUTES 58 SECONDS WEST TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT 1 NORTH 85 DEGREES 57 MINUTES 00 SECONDS WEST TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE WESTERLY LINE OF SAID LOT 1 NORTH 00 DEGREES 34 MINUTES 40 SECONDS EAST 213.54 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1 SOUTH 88 DEGREES 22 MINUTES 30 SECONDS EAST 1277.69 FEET TO THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO CHARLES B. DIAMOND, RECORDED ON JULY 24, 1961 AS INSTRUMENT NO. 1259 IN BOOK D-1296 PAGES 51 AND 52, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE WESTERLY LINE OF SAID LAND TO DIAMOND, SOUTH 05 DEGREES 06 MINUTES 00 SECONDS WEST 224.43 FEET TO THE TRUE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBERS: 4387-021-019

PARCEL 5:

THAT PORTION OF LOT 2 OF THE COLDWATER CANYON TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18 PAGE(S) 22 AND 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 85 DEGREES 57 MINUTES 00 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 2 TO A POINT IN THAT CERTAIN COURSE RECITED AS "SOUTH 51 DEGREES 53 MINUTES 58 SECONDS WEST 96.80 FEET" IN THE CORPORATION GRANT DEED RECORDED ON APRIL 15, 1964 AS INSTRUMENT NO. 2263 IN BOOK D-2434 PAGES 681 AND 682, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID CERTAIN COURSE SOUTH 51 DEGREES 53 MINUTES 58 SECONDS WEST TO THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED OF TRUST RECORDED ON FEBRUARY 6, 1962 AS INSTRUMENT NO. 186 IN BOOK T-2216, PAGE 834, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 57 DEGREES 54 MINUTES 35 SECONDS WEST 143.29 FEET TO A POINT IN THAT CERTAIN COURSE RECITED AS "NORTH 55 DEGREES 00 MINUTES 00 SECONDS WEST 100.00 FEET" IN THE DEED OF TRUST RECORDED ON APRIL 4, 1963 AS INSTRUMENT NO. 2537 IN BOOK T-2938 PAGE 145 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING DISTANT SOUTH 55 DEGREES 00 MINUTES 00 SECONDS EAST 12.00 FEET FROM THE WESTERLY TERMINUS OF SAID LAST MENTIONED CERTAIN COURSE; THENCE NORTH 55 DEGREES 00 MINUTES 00 SECONDS EAST 42.00 FEET; THENCE SOUTH 35 DEGREES 00 MINUTES 00 SECONDS WEST 23.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 146.00 FEET SAID CURVE BEING TANGENT AT ITS SOUTHEASTERLY TERMINUS WITH A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHWESTERLY 1.00 FOOT, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY PROLONGATION OF THE TANGENT PORTION OF THE NORTHEASTERLY LINE OF LOT 2 OF TRACT NO. 11859, AS PER MAP RECORDED IN BOOK 255, PAGES 22 AND 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTHERLY ALONG SAID CURVE TO A POINT ON THE SOUTHERLY LINE OF LOT 2 OF SAID COLDWATER CANYON TRACT; THENCE NORTH 76 DEGREES 50 MINUTES 30 SECONDS

WEST ALONG SAID SOUTHERLY LINE TO AN ANGLE POINT IN SAID SOUTHERLY LINE DISTANT SOUTH 89 DEGREES 08 MINUTES 15 SECONDS EAST 672.10 FEET FROM THE SOUTHWEST CORNER OF SAID LAST MENTIONED LOT 2 OF THE COLDWATER CANYON TRACT; THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 89 DEGREES 08 MINUTES 15 SECONDS WEST 672.10 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE WESTERLY LINE OF SAID LOT 2 NORTH 00 DEGREES 34 MINUTES 40 SECONDS EAST 222.09 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBERS: 4387-021-019

PARCEL 6:

THAT PORTION OF LOT 3 OF THE COLDWATER CANYON TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18 PAGE(S) 22 AND 23 OF MAPS, IN THE OFFICE OF THE COUNTY, RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 3 SOUTH 89 DEGREES 08 MINUTES 15 SECONDS EAST 672.10 FEET TO AN ANGLE IN SAID NORTHERLY LINE; THENCE SOUTH 76 DEGREES 50 MINUTES 30 SECONDS EAST TO A POINT IN THAT CERTAIN CURVE RECITED AS "A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 146.00 FEET, SAID CURVE BEING TANGENT AS ITS SOUTHEASTERLY TERMINUS, WITH A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHWESTERLY 1.00 FOOT, MEASURED AT RIGHT ANGLES FROM THE NORTHWESTERLY PROLONGATION OF THE TANGENT PORTION OF THE NORTHEASTERLY LINE OF LOT 2 OF SAID TRACT NO. 11859" IN THE CORPORATION GRANT DEED RECORDED ON APRIL 15, 1964 AS INSTRUMENT NO. 2263 IN BOOK D-2434, PAGES 681 AND 682 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY SOUTHEASTERLY ALONG SAID CURVE TO THAT CERTAIN POINT DESCRIBED IN SAID CORPORATION GRANT DEED AS BEING "AN ARC DISTANCE OF 221.11 FEET" (FROM THE BEGINNING OF SAID CURVE IN SAID DEED); THENCE SOUTH 41 DEGREES 00 MINUTES 00 SECONDS WEST 111.09 FEET; THENCE SOUTH 66 DEGREES 48 MINUTES 37 SECONDS 12.00 FEET; THENCE SOUTH 23 DEGREES 11 MINUTES 23 SECONDS WEST 103.00 FEET; THENCE SOUTH 71 DEGREES 15 MINUTES 00 SECONDS EAST 31.00 FEET; THENCE SOUTH 15 DEGREES 45 MINUTES 00 SECONDS WEST 36.00 FEET; THENCE SOUTH 71 DEGREES 15 SECONDS 00 MINUTES EAST 23.15 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 47.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 2 DEGREES 02 MINUTES 22 SECONDS, AN ARC DISTANCE OF 17.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 103.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 37 DEGREES 15 MINUTES 57 SECONDS", AN ARC DISTANT OF 66.99 FEET; ALONG THE PROLONGATION OF A RADIAL LINE OF SAID LAST MENTIONED CURVE SOUTH 02 DEGREES 31 MINUTES 25 SECONDS WEST 39.36 FEET. MORE OR LESS, TO THE SOUTHERLY LINE OF SAID LOT 3 OF SAID COLDWATER CANYON TRACT; THENCE ALONG SAID LOT 3 OF SAID COLDWATER CANYON TRACT; THENCE ALONG SAID SOUTHERLY LINE NORTH 77 DEGREES 35 MINUTES 30 SECONDS WEST 384.04 FEET, MORE OR LESS TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 88 DEGREES 30 MINUTES 30 SECONDS WEST 716.84 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE WESTERLY LINE OF SAID LOT 3 NORTH 00 DEGREES 34 MINUTES 40 SECONDS EAST 402.58 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBERS: 4387-021-019

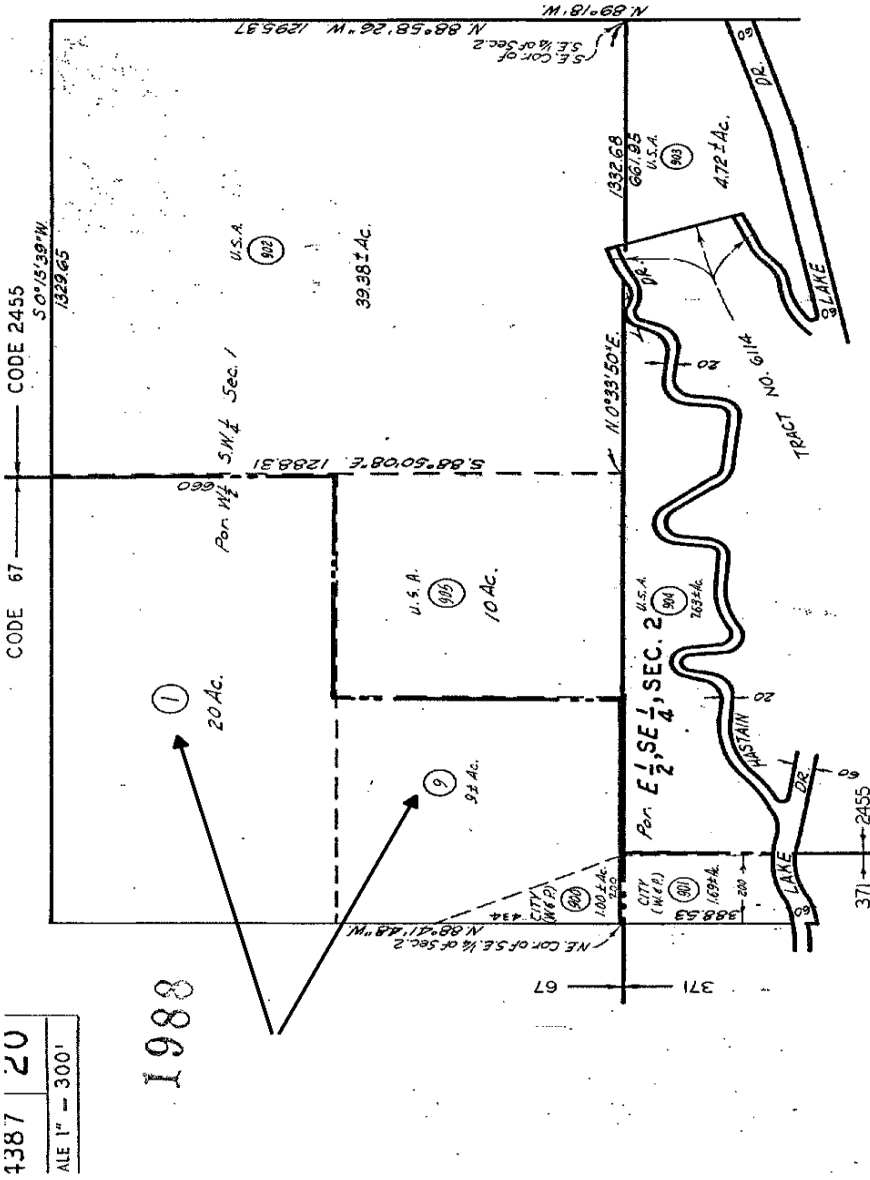
PARCEL 7:

THAT PORTION OF LOT 4 OF THE COLDWATER CANYON TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18 PAGE(S) 22 AND 23 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 4. DISTANT THEREON NORTH 79 DEGREES 33 MINUTES 10 SECONDS WEST 235.00 FEET FROM THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN BOUNDARY LINE OF SAID LOT 4 SHOWN AS HAVING A BEARING AND DISTANCE OF SOUTH 79 DEGREES 33 MINUTES 10 SECONDS EAST 1057.13 FEET; THENCE NORTHWESTERLY ON A DIRECT LINE TO A POINT ON THE NORTHERLY LINE OF SAID LOT 4, DISTANT THEREON SOUTH 88 DEGREES 30 MINUTES 30 SECONDS WEST 40.00 FEET FROM THE NORTHEASTERLY TERMINUS OF THAT CERTAIN NORTHERLY LINE SHOWN AS HAVING A BEARING AND LENGTH OF SOUTH 88 DEGREES 30 MINUTES 30 SECONDS WEST 716.84 FEET.

ASSESSOR'S PARCEL NUMBERS: 4387-021-018

10-27-64 8-11-58
 3-6-65 740306003
 680320 001022202
 700992511 891024
 701020223 210814
 740320
 740304
 8807050601001



T. I. S., R. 15 W.

CODE
 67
 2455
 371

FOR PREV. ASSM'T. SEE: 1678 - 20

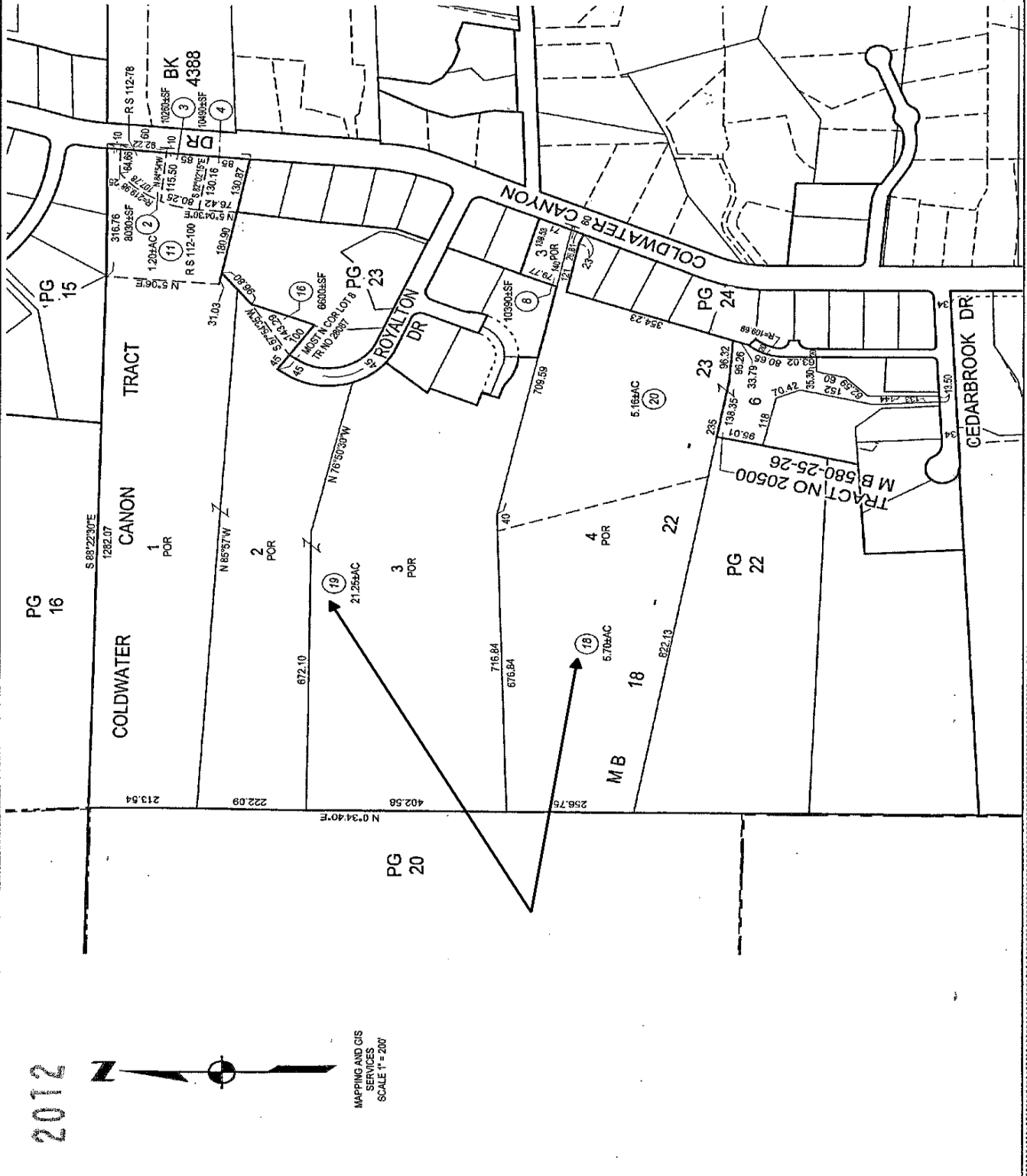
ASSESSOR'S MAP
 COUNTY OF LOS ANGELES, CALIF.

4387 20
 ALE 1" - 300'

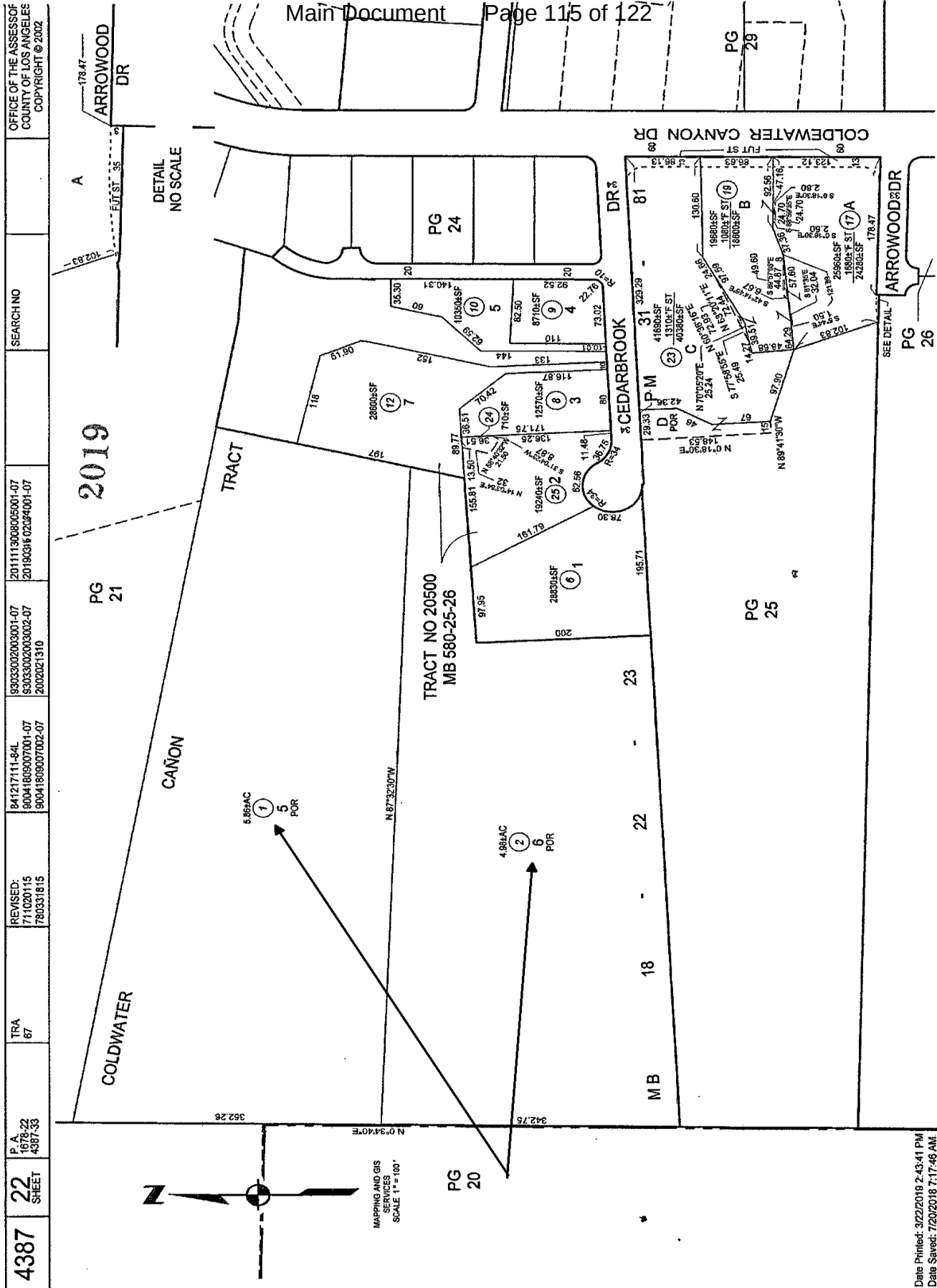
1988

This map should be used for reference purposes only. No liability is assumed for the accuracy of the data shown. Parcels may not comply with local subdivision or building ordinances.

4387	21 SHEET	P. A. 1678-21 4387-22, 23	TRA 67	REVISED 92110503002001-07 2011050606025001-07	SEARCH NO	OFFICE OF THE ASSESSOR COUNTY OF LOS ANGELES COPYRIGHT © 2002
------	----------	---------------------------------	-----------	---	-----------	---



This map should be used for reference purposes only. No liability is assumed for the accuracy of the data shown. Parcels may not comply with local subdivision or building ordinances.



This map should be used for reference purposes only. No liability is assumed for the accuracy of the data shown. Parcels may not comply with local subdivision or building ordinances.

Date Printed: 3/22/2018 2:43:41 PM
Date Saved: 7/20/2018 7:17:46 AM

PROVIDENT TITLE COMPANY

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Provident Title Company**.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, please email us at info@providenttitle.com or submit a written request to the company via U.S. mail at the address listed below. You may also designate an authorized agent to submit a request on your behalf by submitting written proof of such authorization to us via the above email or U.S. mail.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, please email us at info@providenttitle.com or submit a written request to the company via U.S. mail at the address listed below. You may also designate an authorized agent to submit a request on your behalf by submitting written proof of such authorization to us via the above email or U.S. mail.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, Provident Title will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver’s license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we’ve collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties

Business Purpose for Collection	The business purposes for which we've collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity
Categories of Third Parties Shared	The categories of third parties with whom we've shared personal information include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties

Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of personal information of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

Provident Title does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will inform you in writing why we made that decision and provide you with a cost estimate before completing your request.

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response may be delivered by mail or electronically.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

CUSTODIAN OF RECORDS
Provident Title Company
13245 Riverside Drive, Suite 450
Sherman Oaks, CA 90245

CONDITIONS AND STIPULATIONS

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

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

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