

OFFER TO PURCHASE REAL PROPERTY

TOTAL DEPOSIT \$ \_\_\_\_\_

Hall of Records
320 W. Temple Street - 9th Floor
Los Angeles, California 90012

Date: \_\_\_\_\_

To the County of Los Angeles { [X] Public Guardian, as Conservator [ ] Public Administrator, as Administrator } of the Estate of \_\_\_\_\_, and in accordance with the notice of sale therein, the undersigned hereby bids the sum of \_\_\_\_\_ Dollars and NO/100s (\$ \_\_\_\_\_ ) Cash for the real property described as follows, to wit:

PLEASE SEE LEGAL DESCRIPTION ON ATTACHED EXHIBIT

I(we) understand this offer creates no obligation upon the { [X] Public Guardian, as Conservator [ ] Public Administrator, as Administrator } of said estate (hereinafter Seller), except that if he accepts this offer as the highest and best bid received, he will present it to the Court for confirmation. In the event the sale of the property is not confirmed by the Court, said Conservator or Administrator shall return this deposit to me(us), the undersigned.

I(we) understand a forty-five day escrow shall be opened by the Conservator/Administrator with an escrow agent of Seller's choice. The parties hereto agree to extend the scheduled close of this escrow for up to fifteen (15) Days as may be needed in order to accommodate receipt of any/all Court related documentation necessary to close this transaction; OR escrow shall close within fifteen (15) Days from Escrow Holder's or Buyer's receipt of a copy of the Court's Order Confirming Sale.

(Applies only if [ ] Checked) NOTE: This is a "Short Sale", subject to Lender's approval. If checked, I(we) acknowledge this sale may require up to six (6) months to confirm in court, subject to overbidding. I further certify by initialing to the right that I have received a copy of the CAR Purchase Agreement Addendum. Buyers' initials: \_\_\_\_\_

I further deposit herewith the greater of ten percent (10%) of the purchase price, or Five Thousand Dollars (\$5,000), minimum, to guarantee that I will complete this purchase if the sale of the property to me is confirmed by the Court. In that event, the deposit will be applied to the purchase price and any closing costs, and the difference, if any, refunded to me at closing. Per Probate Code § 10350, I understand my deposit may be forfeited if I fail or refuse to fund this purchase or to close escrow. I also understand I may be liable for additional damages caused by my failure or refusal to close. If the Court confirms sale in another party who overbids me, I will receive my deposit back.

The Seller agrees to secure a Policy of Title Insurance at no cost to the Buyer. Each party will pay one half of the escrow charges. Sales will be subject to the rights of tenants-in-possession. Taxes, rents, fire insurance, and interest on encumbrances shall be pro-rated to close of escrow. No termite clearance will be provided by the Seller.

If the Court is requested to fix a commission to be allowed a licensed real estate broker, the following will be given:

KENNEDY-WILSON
9701 WILSHIRE BLVD., SUITE 700, BEVERLY HILLS, CALIFORNIA 90210
License No. : 00746748
Telephone No. : 310-887-6400

By signing below, I(we) affirm that I(we) am(are) not entitled to and will not share in any commission allowed to the broker. I(we) also agree to pay the expense for and secure a Residential Property Report and a Natural Hazard Disclosure Statement, as required by the City of Los Angeles, California, if applicable.

THE DEED WILL READ EXACTLY AS BID IS SIGNED - PRINT CLEARLY

NOTE: Show marital status in Vesting instructions. If married, show whether property is to be the separate property of one spouse, or if it is to be deeded to both. If both, show whether they take as "joint tenants" or "tenants in common". If bidder is married, both husband and wife should sign. Bidder Signatures: \_\_\_\_\_ Vesting: \_\_\_\_\_

SEE EXHIBIT "A"

Bidder's Address: \_\_\_\_\_ Buyer's Telephone: \_\_\_\_\_

**COMMISSION AGREEMENT**

I AM A LICENSED REAL ESTATE AGENT AND HAVE THE EXCLUSIVE RIGHT TO REPRESENT \_\_\_\_\_, FOR THE AUCTION OF PROPERTY LOCATED AT \_\_\_\_\_

I ACKNOWLEDGE AND AGREE TO THE COMMISSION AGREEMENT AS FOLLOWS: THE SELLER WILL PAY TO ME ONE HALF OF THE TOTAL COMMISSION APPROVED BY THE COURT (THE TOTAL IS NORMALLY 4% OF THE PURCHASE PRICE). IF THE SALE IS CONFIRMED TO MY CLIENT, THE COMMISSION IS TO BE PAID THROUGH ESCROW AT THE CLOSE OF ESCROW. HOWEVER, IF THIS ESCROW IS CANCELED OR DOES NOT RECEIVE COURT CONFIRMATION, THIS AGREEMENT IS NULL AND VOID. ADDITIONALLY, AS PERMITTED BY CALIFORNIA PROBATE CODE SECTION 10165(C)(3) IF MY CLIENT IS NOT THE SUCCESSFUL BIDDER AT THE COURT CONFIRMATION (OVERBID IN COURT), I AGREE THAT I WILL NOT RECEIVE ANY COMMISSION FROM KENNEDY WILSON OR THE SELLER IN THIS TRANSACTION. A REAL ESTATE LICENSEE WHO BUYS AS A PRINCIPAL WILL NOT BE ENTITLED TO SHARE IN THE COMMISSION IF HE OR SHE IS BUYING AS A PRINCIPAL OR INTENDS TO SHARE THE COMMISSION WITH THE PRINCIPAL. AS PERMITTED BY CALIFORNIA PROBATE CODE SECTION 10160.5. THE ESTATE IS NOT LIABLE TO AN AGENT OR BROKER UNDER A CONTRACT FOR THE SALE OF PROPERTY OR FOR ANY FEE, COMMISSION, OR OTHER COMPENSATION OR EXPENSES IN CONNECTION WITH SALE OF THE PROPERTY IN EITHER OF THE FOLLOWING CASES: (A) WHERE THE AGENT OR BROKER, DIRECTLY OR INDIRECTLY, IS THE PURCHASER OF THE PROPERTY. (B) WHERE THE AGENT OR BROKER REPRESENTING THE PURCHASER TO WHOM THE SALE IS CONFIRMED HAS ANY INTEREST IN THE PURCHASER.

REAL ESTATE COMPANY: \_\_\_\_\_  
AGENT'S NAME \_\_\_\_\_  
LICENSE # \_\_\_\_\_  
ADDRESS/CITY/ST/ZIP: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE BUYER

\_\_\_\_\_  
**SIGNATURE COOPERATING BROKER/REAL ESTATE AGENT**

\_\_\_\_\_  
KENNEDY WILSON

\_\_\_\_\_  
DATE

## ADDENDUM "A"

### TO THE AGENT'S INSPECTION DISCLOSURE STATEMENT

Buyer acknowledges and accepts that while the information contained in the marketing brochure and all additional information provided for this sale is from sources deemed reliable, it is not warranted or guaranteed by the Los Angeles County Public Administrator/Guardian, the Estate or Kennedy Wilson. The sale is subject to the terms and conditions of the Offer to Purchase Real Property and/or Bid In Open Court In Sale of Real Property and the Escrow Instructions. It is the purchasers' responsibility to review and independently verify all related information and to satisfy themselves as to the actual conditions which affect this property. This property is sold "as-is", where is at the time of the closing, including hidden defects known or unknown, with no warranty expressed or implied.

1. At the time of inspection, the utilities in this property may have been inoperative. In any case, only a visual inspection has been performed of any mechanical, electrical, irrigation system and any other system installed which may rely upon utilities to function. Therefore, neither Seller nor KW makes any representation or warranty whatsoever concerning the condition of the various systems. Kennedy Wilson has made every effort to disclose the presence of items such as, but not limited to an area Homeowner's Association or Community Facilities District. It is the purchasers' responsibility to review all related documents and understand all aspects of the purchase.

2. Neither Seller nor KW makes any representations whether all aspects of the subject property are up to current building code standards and/or are fully and completely permitted. The buyers are assuming any "Notice of Violations or Substandard" posted against the property prior to the sale and after. It is the purchasers' responsibility to investigate with local building and safety authorities regarding any issues concerning building codes and/or building permits. The buyer assumes the responsibility for obtaining and expense for the Natural Hazard Disclosure Statement ("NHD") and a "Notice of Special Tax and Assessment ("AD") in escrow at a cost not to exceed \$114.00 per sale. The buyer also assumes responsibility for all government required compliance certificates or local ordinances, such as, but not limited to the Smoke Detector Compliance Certificate, Tempered Glass Compliance, Water Conservation Compliance Certificate and replacement of toilets with low flow toilets if required.

WATER CONSERVATION: Buyer and Seller are aware that effective January 1, 1999 the city of Los Angeles has enacted Ordinance Number 172075 of the Los Angeles Municipal Code, which requires owners of property situated in the City of Los Angeles, upon the sale of property, to retrofit water closets (toilets), urinals, and showerheads and upon completion of the retrofit, file a Certificate of Compliance with the Department of Water and Power. Buyer and Seller desire to close the transaction without receipt of the Certificate of Compliance. In doing so, Buyer understands that surcharges may be assessed by the Department of Water and Power in the event retrofit is not completed and a Certificate of Compliance is not filed with the Department of Water and Power in a timely manner.

The Escrow Holder and the Brokers are nevertheless hereby instructed (1) to close this escrow as scheduled, without receipt of the Certificate of Compliance; (2) The Buyer agrees to remove and discard all non-compliant fixtures immediately after the close of escrow; and (3) Buyer will obtain and file the Certificate of Compliance outside of escrow.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

Buyer and Seller hereby release, hold harmless and indemnify the Escrow Holder and the Brokers in this transaction from any and all liability and/or responsibility with regard to closing this escrow prior to the receipt and/or filing of the Certificate of Compliance. Escrow Holder and Brokers shall have no further responsibility in connection with Certificate of Compliance or the retrofit requirements.

In addition, the buyer assumes responsibility and expense to install earthquake gas shut-off valve (EQGS), if required. An increasing number of cities are requiring the installation of EQGS valves. Buyer should contact Department of Building and Safety (or appropriate department) with jurisdiction over the property with questions concerning any such requirement. For instance, the City of Los Angeles Ordinance No. 171874 requires the installation of EQGS valves on residential and commercial buildings within 12 months after they are sold, and subsequent notice in writing to the Department of Building and Safety within 10 days of the installation. The sale of an individual condominium unit in a building shall require the installation of EQGS valves for all gas piping lines serving that building. Buyer is advised that failure to comply with this requirement will subject buyer to the payment of a noncompliance fee in addition to the other penalties provided by law.

3. For external reasons beyond Seller and KW's control, as of the time of the Auction/Sale, this property may have not been available for inspection. Therefore, no further observation or statements have been made nor will be provided to the purchaser regarding the physical aspects or condition of the property. No sale will be contingent upon the inspection after the Auction/Sale.

4. The Seller and KW shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship and mechanical components of the appurtenant structures and improvements prior or subsequent to closing. Items of personal property are included in this sale only if the items are in or upon the premises at the time of closing.

5A. The Seller and KW, does not guarantee the accuracy of square footage, lot size or other information concerning the condition or features of the property described in the Marketing Brochure or obtained from public records or other sources. The buyer is advised to independently verify the accuracy of the information through personal inspection and with appropriate professionals. The Seller and KW have characterized each property type, e.g. CONDO, SFR, Duplex, for administrative and reference purposes only and buyers should conduct their own investigations of such properties to determine its character. The Seller and KW hereby disclaim any representation or warranty as to the nature or characterization of any property type.

5B. \_\_\_\_\_ (Initial) The Buyer acknowledges that they are not an employee of the Los Angeles County Treasurer Tax Collector's Office or of the Los Angeles County Mental Health Services Department.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

6. The Bidder had the opportunity to conduct inspections and has relied upon its own investigation of the Property. The Bidder shall be deemed to represent, warrant and agree that (a) such Bidder has examined the Property and is familiar with the physical condition thereof and has conducted such investigation of the property as such Bidder has considered appropriate; (b) neither Seller nor Kennedy Wilson, or any affiliate, or representative, of either of the foregoing, has made any verbal or written representation, warranties, promises or guarantees whatsoever to such Bidder, expressed or implied; (c) such Bidder has not relied upon any representation, warranties, guarantees or promises or upon any statements made or any information provided concerning the Property including (d) if the Bidder has not examined the property or conducted its own independent physical inspection, for whatever reason, that no sale will be contingent upon inspection of the property after the auction/sale (e) the presence of molds may adversely affect the property and the health of some. If you have questions or concerns regarding this issue conduct further inspections by a qualified professional.

7. Defective Furnace Warning: A design problem in over 30,000 attic type furnaces distributed in California between 1983 and 1995 has caused more than 50 fires in the state. Most of the affected units are over 50,000 BTU output More information regarding this issue can be obtained by calling 877-347-6456 or by visiting [www.furnaceinspect.com](http://www.furnaceinspect.com)

8. (a) THE SELLER DOES NOT WARRANTY TO THE HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS OF A PROPERTY FOR A PARTICULAR USE OR PURPOSE; (b) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY WHICH MAY AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE DEVELOPMENT POTENTIAL, OR OTHERWISE; (c) THE AREA, SHAPE, LOT LINES, CONFIGURATION, ROOM COUNT, LOCATION, CAPACITY, QUALITY, CASH FLOW, EXPENSES, VALUE, CONDITION, OR COMPOSITION OF THE PROPERTY; (d) ANY ENVIROMENTAL, GEOLOGICAL, METEROLOGICAL, STRUCTUAL OR OTHER CONDITION OR HAZARD, OR THE ABSENCEE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE ABSENCE OF ASBESTOS OR ANY ENVIRONMENTALLY HAZARDOUS SUBSTANCE ON, IN, UNDER OR ADJACENT TO THE PROPERTY OR (e) THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, ORDINACES OR REGULATIONS, ALLOWANCE, ADJUSTMENT OR RECISSION BASED UPON FAILURE OF THE PROPERTY TO CORRESEPOND TO ANY EXPECTATION STANDARDS.

9. Notice: The California Department of Justice, Sheriff's Departments, police departments, service jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (a) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. Buyers may also visit [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov) for additional information.

BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTOOD AND RECEIVED A COPY OF THIS ADDENDUM. FACSIMILE COPY IS DEEMED A DUPLICATE ORIGINAL.

BUYER _____	DATE _____
BUYER _____	DATE _____
SELLER _____	DATE _____

**ADDITIONAL DISCLOSURES TO BE SIGNED AT THE TIME OF PURCHASE**

- C.A.R. – AVID – Agent Visual Inspection Disclosure
- C.A.R. – RFR – Receipt for Reports
- C.A.R. – AD – Disclosure Regarding Real Estate Agency Relationship
- C.A.R. – AC – Confirmation of Real Estate Agency Relationship
- C.A.R. – CMD – Carbon Monoxide Detector Notice
- C.A.R. – CR – Contingency Removal
- C.A.R. – DA – Disclosure and Consent for Representation of More than one Buyer or seller
- C.A.R. – DBD – Megan’s Law Data Base Disclosure
- C.A.R. – FLD – Lead-Based Paint and Lead-Based paint Hazards Disclosure
- C.A.R. – MCA – Market Conditions Advisory
- C.A.R. – SPT – Notice of your “Supplemental” Property Tax Bill
- C.A.R. – SSD – Supplemental Statutory and Contractual Disclosures
- C.A.R. – SBSA – Statewide Buyer and Seller Advisory
- C.A.R. – WHSD – Water Heater and Smoke Detector Statement of Compliance