



13020 PACIFIC PROMENADE UNIT #305, PLAYA VISTA CA 90094

Probate Sale! OFFER DEADLINE THURSDAY DECEMBER 2ND, 2021. This Condominium features 2 bed + 2 bath (with a converted den to office or 3rd bdrm with no closet) with 10 ft ceilings and a balcony located in The Lofts at Playa Vista!. This unit includes 2 assigned parking spaces. Tenant occupied with scheduled rent of \$4,300 per month, and lease expiration is July 2022. The HOA includes Cable Internet & alarm monitoring with Amenities such as a fitness center, pool, sauna, spa and tennis courts! Located across the street from Concert Park. The monthly homeowner dues are as follows. \$285 for master account and then there are two sub accounts \$362.88 and \$139.96. total is approximately \$787.84. Please call 800-428-5588 for complete information on the HOA from the management company Playa Vista is a Mello Roos community. This Property is offered together with improvements thereon as is, where is, with no warranty expressed or implied. This sale is subject to court confirmation and overbid. Timing of hearing is subject to the courts calendar approximately 2 months from the offer deadline date. Please go to Bidkw.com and click on the property and click on viewing information for showing instructions. All offers must be submitted on the Seller's Offer to Purchase Contract with proof of funds emailed to Rhett at rwinchell@kennedywilson.com by the offer deadline date. **YOU MUST INCLUDE THE PROPERTY ADDRESS, BUYER'S NAME AND OFFER PRICE IN THE SUBJECT LINE OF THE EMAIL.** The Public Administrator reserves the right to accept, counter or reject all offers. However, the accepted bidder with the highest bid will have 48 hours to sign all disclosures and provide Kennedy Wilson with the required 10% deposit. In the event the high bidder fails to return the documents and the deposit, the Administrator has the unilateral right to offer and sell the property to any other buyer.

Estate of David Block.



Rhett Winchell

President, Real Estate Sales & Marketing
DRE # 00867471 | 818.371.0000
rwinchell@kennedywilson.com

This package contains the Offer to Purchase Contract and detailed instructions for submitting an offer. Please follow these instructions carefully.

KENNEDY WILSON

Kennedy Wilson Real Estate Sales & Marketing | 151 S El Camino Drive, Beverly Hills, CA 90212 | DRE No 01906531 | www.KennedyWilson.com

This property is offered together with improvements thereon as is, where is, with no warranty expressed or implied. The Administrator, Estate and Kennedy Wilson make no representations regarding the property offered for sale including, but not limited to, property condition, compliance with local codes, standards and ordinances, bed and bath count, sizes, square footage, zoning, year built, etc. All square footages are approximations only and prospective Buyers must rely on their own inspections and research prior to making an offer or entering into a binding purchase and sale agreement. No termite clearance will be supplied for this sale. The fully executed purchase and sale agreement shall be binding in all respects and supersede all prior communications, whether oral or written. Terms of sale are subject to change or withdrawal without notice."



REAL PROPERTY TERMS OF SALE BY ORDER OF THE PUBLIC ADMINISTRATOR & GUARDIAN



1. This property is offered together with improvements thereon **as is, where is, with no warranty expressed or implied**. Buyers are assuming any Notice of Violation or Substandard posted against the property prior to the sale and after. The Public Administrator/Guardian and the Auctioneer make no representations regarding the property offered for sale (i.e. square footage, zoning etc.). Bidders must rely on their own inspections and research prior to bidding. **No termite clearance will be supplied for this sale.**
2. The sale is **subject to the Public Administrator/ Guardian's approval, rejection, or counter and Probate Court Confirmation**. No pre-sale prior to the bid deadline. The court confirmation hearing will be scheduled based on the court calendar (Approximately 2 months) *Higher bids may be accepted by the court if they are made in court & they are in an amount equal to the accepted bid, plus (5%) five percent of that amount plus \$500. The court shall determine any further incremental successive overbidding amounts.*
3. **Each bidder must submit their bid on the sellers approved "Offer to Purchase" contract to Kennedy Wilson prior to the deadline and the high bidder will be required to provide proof of funds and wire their 10% deposit to Kennedy Wilson within 48 hours of acceptance.**

The Offer to Purchase contract will require completion of the purchase as follows.

- A. **45 day escrow** shall be opened after the court hearing, by the seller at a company of seller's choice. If the 45 day escrow period has elapsed, and
 - a. the Escrow Holder is in possession of the Order Confirming Sale, and the Buyer is not in a position to close escrow, the Buyer will be charged an additional \$200 per day Hold Open fee until the close of escrow. Should the buyer default on this sale, the procedures and remedies set forth in Probate Code Section 10350 shall apply, and
 - b. the buyer may lose his/her deposit and be subject to additional damages.
 - B. Bidder's deposit will be applied to the purchase price. Balance of the purchase price to be **All CASH . THE BUYER MAY OBTAIN A LOAN, HOWEVER THERE ARE NO FINANCING CONTINGENCIES.**
 - C. Seller will furnish a title policy through a title company of seller's choice in escrow at seller's expense.
 - D. Taxes, rents, fire insurance and interest on encumbrances, if any will be prorated to close of escrow. There will be no monetary encumbrances against the property at the close of escrow.
 - E. Escrow fees will be shared one half by seller, one half by buyer, each to pay own fees.
 - F. Buyer to pay for and secure a (9A) Residential Property Report and a (NHD) Natural Hazard Disclosure Statement in escrow.
 - G. **Sale will be subject to the rights of tenants-in-possession, if any.** The property will not be vacant at the close of escrow, if the property is occupied
4. A Real Estate Agent or Broker who **(a) registers a client with the Kennedy Wilson by completing the "Broker Cooperation Agreement"** will receive 50% of the total commission awarded by the Court to the Seller's broker (the total is normally 4% of the purchase price). **THERE WILL BE NO EXCEPTIONS TO ANY OF THE ABOVE PROCEDURES.** In the event his/ her client becomes the successful bidder, the commission will be paid at the close of escrow, in accordance with California Probate Code 10165 (C-3). 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, in accordance with California Probate Code 10160.5
 5. Bidders acknowledge they are not an employee of the Los Angeles County Treasurer Tax Collector's Office, the Los Angeles County Mental Health Services Department, or of the auction company.
 6. All descriptions and information is derived from sources reliable, but no guarantee is expressed or implied. The Public Administrator reserves the right to postpone the sale from time to time in accordance with California Probate Code 10305. Announcements made prior to the sale will take precedence.
 7. **Everyone must follow LA City CDC guidelines. A PEAD form must be signed by all parties prior to entering the property.**
 8. Bidkw.com and the Multiple Listing Service (MLS) will be updated with the accepted "high bid" amount and minimum overbid amount 5 days following the deadline.

GENERAL INFORMATION

If escrow does not close within the 45 days, or within an extension of time granted by the seller, in accordance with California Probate Code 10350 requires the seller to ask the probate court to vacate the sale. If the court orders the sale vacated, the law requires the deposit to be held by the seller until the property has been sold again and escrow has closed. If the total amount of the final sales price, plus the amount of expenses and fees allowed by the court for vacating the first sale, is less than sales price of the vacated sale, the difference is paid from the deposit. If the difference is greater than the deposit, a lawsuit to collect the amount is usually filed. The relevant portion of Probate Code Section 10350 says: If after the confirmation, the purchaser neglects or refuses to comply with the terms of the sale, the court may vacate the order of confirmation and order a resale of the property. If the amount realized on such resale does not cover the bid and the expenses of the previous sale, the defaulting purchaser at such previous sale is liable to the estate for the deficiency.

RHETT WINCHELL

Please submit all questions to rwinchell@kennedywilson.com

310.887.6225 | WWW.BIDKW.COM

Please check our website for the Auction Results & Court Confirmation Dates and Plat Maps for each property.



OFFER TO PURCHASE REAL PROPERTY

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

TOTAL DEPOSIT \$ _____

Date: December 2, 2021

To the County of Los Angeles ☐ Public Guardian, as Conservator ☒ Public Administrator, as Administrator of the Estate of DAVID ALLAN BLOCK, 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 { ☐ 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 Administrator shall return this deposit to me(us), the undersigned.

I(we) understand a **forty five-day** escrow shall be **opened** by the Administrator with an escrow agent of Seller's choice. In the event that the 45 day escrow period has elapsed, and the Escrow Holder is in possession of the "Order Confirming Sale", and the Buyer is not in a position to close escrow, the Buyer will be charged an additional \$200 per day "Hold Open" fee until the close of escrow. The escrow period to be 45-days or the parties hereto agree to extend the scheduled close of this escrow for up to twenty one (21) 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 Ten (10) 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 Ten Thousand Dollars (\$10,000), 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

151 S. EL CAMINO DRIVE, BEVERLY HILLS, CALIFORNIA 90212
Telephone No.: 310-887-6400 License No.: CalBRE 01830032

I, nor anyone in my family is employed by the Los Angeles County Treasurer and Tax Collector, Department of Mental Health, County Counsel or Kennedy-Wilson, Inc.

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.

SEE EXHIBIT "A"

Bidder
Signatures: _____

Vesting: _____

Bidder's
Address: _____

Bidder's
Telephone: _____

Bidder's
E-Mail
Address: _____

Estate of **DAVID ALLAN BLOCK**
aka **DAVID BLOCK, DAVID A. BLOCK**, Deceased
Probate No. **21STPB08982**
Estate Account No. **0045789-D**
Inventory# **R001**

ATTACHMENT
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PLAYA VISTA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A CONDOMINIUM COMPRISED OF:

PARCEL NO. 1:

UNIT NO. 305, AS SHOWN IN THE CONDOMINIUM PLAN, WHICH PLAN WAS RECORDED ON AUGUST 11, 2005, AS INSTRUMENT NO. 05-1923647 IN OFFICIAL RECORDS OF LOS ANGELES COUNTY, STATE OF CALIFORNIA, CONSISTING A PORTION OF COMBINED LOTS 3 TO 5, INCLUSIVE, 65, 66 AND PARCEL R OF TRACT NO. 49104-01, AS SHOWN ON A MAP RECORDED IN BOOK 1233, AT PAGES 51 TO 64 INCLUSIVE OF MAPS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

EXCEPTING THEREFROM ANY AND ALL OIL, OIL RIGHTS, MINERAL, MINERAL RIGHTS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STREAM OR OTHER RESOURCES, AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE UNIT, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING OR EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE UNIT OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE CONVEYED HEREBY, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES; WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON, DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE UNIT AS RESERVED BY PLAYA CAPITAL COMPANY, LLC., A DELWARE LIMITED LIABILITY COMPANY, BY DEED RECORDED JUNE 27, 2003 AS INSTRUMENT NO. 03-1845282, OF OFFICIAL RECORDS.

PARCEL NO. 2:

AN UNDIVIDED ONE-SEVENTY-THIRD (1/73) FEE SIMPLE INTEREST AS A TENANT-IN-COMMON IN AND TO THE COMMON AREA DESCRIBED IN THE PLAN WHICH ENCUMBERS LOTS 3 TO 5, INCLUSIVE, 65, 66 AND PARCEL R OF SAID TRACT NO. 49104-01.

PARCEL NO. 3:

EXCLUSIVE USE AREA EASEMENTS FOR PATIO PURPOSES AS ASSIGNED TO THE UNIT IN THE PLAN, AND EXCLUSIVE USE AREA EASEMENTS FOR SUBTERRANEAN PARKING PURPOSES, AS ASSIGNED TO THE UNIT ON EXHIBIT D TO THE DECLARATION.

PARCEL NO. 4:

NONEXCLUSIVE EASEMENTS FOR USE, ACCESS, MAINTENANCE, REPAIR, DRAINAGE, ENCROACHMENT, SUPPORT AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE MASTER DECLARATION, THE SUPPLEMENTAL MASTER DECLARATION, THE DECLARATION AND THE MAP.

ASSESSOR'S PARCEL NO: 4211-029-177

COMMONLY KNOWN AS: 13020 PACIFIC PROMENADE UNIT 305, PLAYA VISTA, CALIFORNIA. SAID REAL PROPERTY IS SOLD "AS IS, WHERE IS, WITH NO WARRANTY EXPRESSED OR IMPLIED. BUYER IS ASSUMING ANY "NOTICE OF VIOLATIONS OR SUBSTANDARD" POSTED AGAINST THE PROPERTY PRIOR TO THE SALE AND AFTER. BUYER ACCEPTS THE RESPONSIBILITY OF RETROFITTING THE ABOVE MENTIONED PROPERTY AND UNDERSTANDS THAT BUYER WILL BE REQUIRED TO RETROFIT THE PROPERTY AND FILE REQUIRED CERTIFICATES OF COMPLIANCE INCLUDING BUT NOT LIMITED TO SEISMIC GAS SHUTOFF VALVE, ULTRA LOW FLOW TOILET, WATER HEATER STRAPPING, CARBON MONOXIDE DETECTOR, AND SMOKE DETECTOR. NO TERMITE CLEARANCE."

KENNEDY WILSON

Auction Group

COMMISSION AGREEMENT

I AM A LICENSED REAL ESTATE AGENT AND HAVE THE EXCLUSIVE RIGHT TO REPRESENT

_____, FOR THE SALE OF THE PROPERTY LOCATED AT

KCEMP QY NGFI G"CPF "CI TGG"VQ"VJ G"EQO O KUKQP "CI TGGO GP V"CU"HQNNQY U<VJ G"UGNNGT"Y KNN"RC["VQ"O G"QP G"J CNH"QH"VJ G" VQVCN" EQO O KUKQP "CRRTOXGF "D[" VJ G"EQWTV" *VJ G" VQVCN" KU" P QTO CNN[" 6' " QH" VJ G" RWTEJ CUG" RTREG-0' KH" VJ G" UCNG" KU" EQP HKT O GF "VQ"O ["ENKGP V."VJ G"EQO O KUKQP "KU"VQ"DG"RCF "VJ TQW J "GUETQY "CV"VJ G"ENQUG"QH"GUETQY 0J QY GXGT."KH"VJ KU" GUETQY "KU"ECPEGNF "QT"FGU"PV"TGEGK&G"EQWTV"EQP HKT O CVKQP ."VJ KU"CI TGGO GP V"KU" P WNN"CPF "XQF 0'CF F K/KQP CNN[."CU" RGTO K/VGF "D["ECNHQTP IC"RTQDCVG"EQF G"UGEVKQP "32187*E #5+"KH"O ["ENKGP V"KU" P QV"VJ G"UWEEGUHWN"DH F GT"CV"VJ G"EQWTV" EQP HKT O CVKQP "XQGTDF "R"EQWTV+."KCI TGG"VJ CV"KY KNN" P QV"TGEGK&G"CP ["EQO O KUKQP "HTQO "MGP P GF ["Y KNUQP "QT"VJ G" UGNNGT IGUCVG" R" VJ KU" VTCPUCEVKQP 0' C" TGCN" GUCVG" NREGP UGG" Y J Q" DW[U" CU" C" RTREKCN" Y KNN" P QV" DG" GP V&NGF " VQ" UJ CTG"R" VJ G"EQO O KUKQP "KH" J G"QT" UJ G" KU" DW[R I "CU" C" RTREKCN" QT" R VGF U" VQ" UJ CTG" VJ G"EQO O KUKQP "Y KJ " VJ G" RTREKCN' CU"RGTO K/VGF "D["ECNHQTP IC"RTQDCVG"EQF G"UGEVKQP "3238200' VJ G" GUCVG" KU" P QV" NCDNG" VQ" CP "CI GP V" QT" DTQMG" WPF GT" C"EQP VTCEV" HQT" VJ G" UCNG" QH" RTQRTV [" QT" HQT" CP [" HGG" EQO O KUKQP ." QT" QVJ GT" EQO RGP UC VKQP " QT" GZRGPU" R"EQP P GEVKQP "Y KJ "UCNG"QH"VJ G"RTQRTV ["R" GKJ GT"QH"VJ G"HQNNQY R I "ECUGU<*C+"Y J GTG"VJ G"CI GP V"QT" DTQMG" F KTEVN ["QT"R F KTEVN [."KU"VJ G"RWTEJ CUGT"QH"VJ G"RTQRTV [0'D+"Y J GTG"VJ G"CI GP V"QT"DTQMG" TGRTGUGP VR I " VJ G"RWTEJ CUGT"VQ"Y J QO "VJ G"UCNG"KUEQP HKT O GF "J CU"CP ["R VGTGU"R" VJ G"RWTEJ CUGT 0'

REAL ESTATE COMPANY: _____

AGENT'S NAME _____

LICENSE # _____

ADDRESS/CITY/ST/ZIP: _____

TELEPHONE: _____

E-MAIL: _____

AGENCY DISCLOSURE & CONFIRMATION:

- A. The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships." The following agency relationships are hereby confirmed for this transaction:
- B. Listing Agent **KENNEDY WILSON** is the agent of (check one): ☐ The Seller exclusively; or ☐ both the Buyer and Seller. Selling Agent: _____ (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): ☐ The Buyer exclusively; or ☐ both the Buyer and Seller. The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller – Disclosure and Consent."

SIGNATURE BUYER

SIGNATURE COOPERATING BROKER/REAL ESTATE AGENT

KENNEDY WILSON AUCTION GROUP

DATE

Instructions For Completing The OFFER TO PURCHASE REAL PROPERTY FORM

If you are making an offer on a Probate property offered by Kennedy Wilson on behalf of the Los Angeles County Public Administrators office, use these instructions to correctly complete the OFFER TO PURCHASE REAL PROPERTY forms. NOTE: FAILURE TO FOLLOW THESE INSTRUCTIONS PRECISELY MAY RESULT IN NON-RECOGNITION OF YOUR BID.

WHEN SUBMITTING AN OFFER:

- A. Use the forms attached to the brochure for the property you are making an offer on.
- B. The brochure and forms are available at <https://Bidkw.com>. Go to Bidkw.com and click on the property that you wish to purchase. The brochure and offer forms are available for download on each property's page.
- C. Print out all pages.
- D. CHECKLIST (check off the steps as completed):
 - ☐ Step #1 – Complete and sign the **OFFER TO PURCHASE REAL PROPERTY FORM** using blue or black ink. (The 'Space #' below corresponds to the number on the attached sample form.)
 - ☐ Space #1: In the upper right-hand corner fill in the Total Deposit amount which is 10% of the bid amount.

Examples:	<u>Your Bid Amount</u>	<u>FILL IN THIS AMOUNT in Total Deposit</u>
	\$400,000	\$40,000
	\$525,000	\$52,500
	\$750,000	\$75,000
 - ☐ Space #2: Write out the bid amount. Example: for a bid of \$400,000 write "**FOUR HUNDRED THOUSAND**"
 - ☐ Space #3: Write out the bid amount in numbers. Example: For a bid of \$400,000 write "**400,000**"
 - ☐ Space #4: All parties taking title must sign the form.
 - ☐ Space #5: Write in the vesting. If unsure, please consult with your attorney or CPA.
 - ☐ Space #6: Write in the purchaser's mailing address.
 - ☐ Space #7: Write in the purchaser's phone number.
 - ☐ Space #8: Write in the purchaser's email address.
 - ☐ EXHIBIT "A" IS FOR INTERNAL USE ONLY. Do not submit an Exhibit "A" with the offer. Prior to the confirmation hearing the Administrator will prepare the Petition along with an Exhibit "A" and file with the Court.
 - ☐ Step #2 – Complete and sign all additional forms included in the brochure such as any disclosures, confirmation of real estate agency relationships, commission agreements, etc.
 - ☐ Step #3 – Scan all completed forms into one Adobe PDF file.

HOW TO SEND YOUR BID TO KENNEDY WILSON:

- 1. All bids must be sent via email directly from the bidder or the bidder's agent.
- 2. The subject line of the email must include the **PROPERTY ADDRESS, BUYER'S NAME AND OFFER PRICE**.
- 3. All emails must be sent to rwinchell@kennedywilson.com on or before the offer deadline.
- 4. All bids must be in PDF format as an attachment to the email.
- 5. The following bids will not be accepted:
 - Emails containing hyperlinks to documents
 - Documents sent via DocuSign
 - Offers not presented on the **OFFER TO PURCHASE REAL PROPERTY** found in the brochure.
 - Offers submitted **AFTER THE BID DEADLINE**.

Bidders are solely responsible for confirming the delivery and timely receipt of their properly completed offer. A bidder's failure to timely deliver its PROPERLY COMPLETED OFFER by the deadline will result in non-recognition of the offer.

NOTE: Kennedy Wilson receives multiple offers on each property. ONLY THE HIGHEST AND BEST BID WILL BE NOTIFIED WITHIN 24 TO 48 HOURS AFTER THE BID DEADLINE. If you do not receive notification that you are the highest and best bid...**YOU ARE NOT THE HIGHEST AND BEST BID!**

**AFTER THE BID DEADLINE DO NOT CALL KENNEDY WILSON TO FIND OUT THE HIGHEST BID.
THE HIGHEST BID WILL BE POSTED ON BIDKW.COM AND IN THE MLS AS SOON AS PRACTICAL.**

OFFER TO PURCHASE REAL PROPERTY

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

TOTAL DEPOSIT \$

1

Auction Date: (FOR SELLER USE ONLY)

To the County of Los Angeles ☐ Public Guardian, as Conservator ☒ Public Administrator, as Administrator of the Estate of _____ (FOR SELLER USE ONLY), 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 { ☐ 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 Administrator shall return this deposit to me(us), the undersigned.

I(we) understand a **forty five-day** escrow shall be opened by the Administrator with an escrow agent of Seller's choice. In the event that the 45 day escrow period has elapsed, and the Escrow Holder is in possession of the "Order Confirming Sale", and the Buyer is not in a position to close escrow, the Buyer will be charged an additional \$200 per day "Hold Open" fee until the close of escrow. The escrow period to be 45-days or the parties hereto agree to extend the scheduled close of this escrow for up to twenty one (21) 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 Ten (10) 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. I(we) acknowledge this sale may require up to 60 days to confirm in court, subject to overbidding. I further certify by initialing _____ to the right that I have received a copy of the C.R. Purchase Agreement Addendum.

Buyers' Initials: _____

I further deposit herewith the greater of ten percent (10%) of the purchase price, or Ten Thousand Dollars (\$10,000), 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

151 S. EL CAMINO DRIVE, BEVERLY HILLS, CALIFORNIA 90212
Telephone No.: 310-887-6400 License No.: CalBRE 01830032

I, nor anyone in my family is employed by the Los Angeles County Treasurer and Tax Collector, Department of Mental Health, County Counsel or Kennedy-Wilson, Inc.

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.

SEE EXHIBIT "A"

NOTE: Exhibit "A" is for internal use only. See attached instructions.

Bidder

Signatures:

4

Vesting:

5

Bidder's

Address:

6

Bidder's

Telephone:

7

Bidder's

E-Mail

Address:

8