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	No. 2 Control of the	
		,
1	JEFF W. REISIG (SBN 182205) Yolo County District Attorney	FILED
2	LARRY BARLLY, (SBN 114456) Supervising Deputy District Attorney	FILED YOLO SUPERIOR COURT
3	Consumer Fraud and Environmental Protection Division 301 Second Street	- U - U - U - U - U - U - U - U - U - U
4	Woodland, CA 95695 Telephone: (530) 666-8180	BY M. GIORDANO DEPUTY
5	Facsimile: (530) 666-8185	· ·
6	Attorneys for Plaintiff	
7		
8	SUPERIOR COURT OF CALIFOR	NIA, COUNTY OF YOLO
9	The People of the State of California,	No. CV 16 -500
10	, in the second of the second	
11	Plaintiff,	COMPLAINT FOR INJUNCTION, CIVIL PENALTIES, AND OTHER EQUITABLE
12	V.	RELIEF
13	DAVIS GROUP, LP, a limited partnership; SIERRA CORPORATE MANAGEMENT, INC, a California	
14	corporation; WESTERN VENTURES, L.P., a limited partnership; ABRAHAM ARRIGOTTI, individually	Exempt from fees per
15	and in his representative capacity; and DOES 1 through 20, inclusive.	Government Code §6103
16	Defendant(s)	
17		
18	Plaintiff, the People of the State of California	
19	District Attorney of Yolo County, and Larry Barlly,	, Supervising Deputy District Attorney, are
20	informed and believe, and based on that information and	d belief, allege the following:
21	JURISDICTION AN	ID VENUE
22	1. JEFF REISIG, District Attorney of Yolo Co	ounty, acting to protect the public from unfair
23	and unlawful business practices, as well as untrue or m	isleading advertising, brings this action in the
	public interest in the name of the People of the State of	California.
24	2. The authority of the District Attorney to brin	ng this action is derived from statutory law of
25	California, specifically Business and Professions Code	sections 17200, 17203, 17204, 17205, 17206,
26	17500, 17535 and 17536.	
27	///	
28		

-1COMPLAINT FOR INHINCTION CIVIL PENALTIES AND OTHER FOURTABLE RELIEF

3. The violations of law alleged herein have been carried out within the County of Yolo. The alleged actions of the Defendants and each of them, jointly and separately, as set out below, are in violation of the law and public policy of the State of California. Unless enjoined and restrained by an order of this court, the Defendants will continue to retain the means to engage in unlawful action and practices and courses of conduct set out below.

#### **DEFENDANTS**

- 4. Defendant DAVIS GROUP LP, a limited partnership, doing business as ROYAL OAK MANUFACTURED COMMUNITY, was at all times relevant herein engaged in the business of owning and operating a mobilehome park, and offering for sale, selling, and transferring mobilehomes, which were located at 500 Artis Lane, Davis, Yolo County, California.
- 5. Defendant SIERRA CORPORATE MANAGEMENT, INC., a California corporation, a business of unknown type of organization, was at all times relevant herein engaged in the business of owning and operating a mobilehome park, and offering for sale, selling, and transferring mobilehomes, which were located at 500 Artis Lane, Davis, Yolo County, California.
- 6. Defendant WESTERN VENTURES L.P., a limited partnership, a business of unknown type of organization, was at all times relevant herein engaged in the business of owning and operating a mobilehome park, and offering for sale, selling, and transferring mobilehomes, which were located at 500 Artis Lane, Davis, Yolo County, California.
- 7. Defendant ABRAHAM ARRIGOTTI, individually, and in his Representative Capacity as an officer of SIERRA CORPORATE MANAGEMENT, INC., a California corporation, a business of unknown type of organization, was at all times relevant herein engaged in the business of owning and operating a mobilehome park, and offering for sale, selling, and transferring mobilehomes, which were located at 500 Artis Lane, Davis, Yolo County, California.
- 8. Defendants DOES ONE through TWENTY are connected and responsible for the acts complained of below. Their real names are unknown at this time, and the People will amend this complaint at a later date when the true identities of DOES ONE through TWENTY are discovered.
- 9. All of the defendants described in paragraphs 4 through 9 shall be collectively referred to in this complaint as "defendants" or "Defendants."

- 10. Whenever in this Complaint reference is made to any act of Defendants, such allegation shall be deemed to mean that Defendants and their officers, agents, employees, or representatives, did or authorized acts while actively engaged in the management, direction, or control of the affairs of said Defendants, and while acting within the course and scope of their duties.
- 11. All Defendants at all times acted as agents of one another. With regard to the conduct and omissions alleged in this Complaint, each of the Defendants ratified the actions of the other Defendants.

#### **GENERAL ALLEGATIONS**

- 12. Defendants' business was to own and operate a mobilehome park, commonly referred to as the Royal Oak Manufactured Community or "Royal Oaks" located at 500 Artis Lane, Davis, Yolo County, California.
- 13. As a component of the business, Defendants obtained mobilehomes through various means including, but not limited to, purchases, lien sales, and abandonment.
- 14. After obtaining the homes, Defendants would offer them for sale to the public through various means including, but not limited to, listings on Craigslist. However, Defendants failed to obtain or perfect title to the homes before, during, or even after the sale in violation of Health and Safety Code section 18060.5(c), which prohibits fraudulent representations as further discussed below.
- 15. Defendants' business was such that it was engaged at least in part in selling mobilehomes. Therefore, Defendants were required to have a dealer license and follow the law as it pertained to dealers.
  - A. As dealers, Health and Safety Code section 18046 required Defendants to conduct a competent visual inspection, disclose all facts material to the value or desirability of the home, and to provide a transfer disclosure statement.

Defendants, when/if they inspected or reviewed the condition of the homes prior to offering them for sale, failed to timely disclose, or would subsequently negate the results of the inspection to prospective purchasers, even when those inspections showed facts that materially affected the value or

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C.

desirability of the home in violation of Health and Safety Code sections 18046 and in violation of Health and Safety Code section 18060.5 (c), which prohibits fraudulent representations.

Just by way of example, inspections would reveal substandard conditions which included, but was not limited to, homes that failed to meet structural, fire safety, plumbing, heat producing, or electrical system code requirements. For instance, and solely by way of an example, on or about August 9, 2013, two buyers tendered an offer to defendants to purchase a mobilehome. The Defendants required the buyers to include a \$1,000 "nonrefundable deposit" in their offer. It was only thereafter, in accepting the buyers' offer, that Defendants, on or about August 12, 2013, listed needed repairs including repairs of interior floor, walls, and ceiling; bracing of a water heater; and a needed installation of a smoke detector. (Exhibit A)

Inspection results were belatedly disclosed after a buyer deposited a significant amount of money as a "nonrefundable deposit." Even then, the inspection results would be negated in a subsequent document. For instance, in the example cited above, shortly after the acceptance letter which stated that repairs were needed, the Defendants provided a disclosure statement stating that no inspection was done. This disclosure statement was dated on August 14, two days after the Defendants provided notice of needed repairs. (Exhibit B) In another example, Defendants advised buyer in a letter dated October 1, 2013 (and signed by the buyer on October 5, 2013) that repairs were needed to the home's interior walls floors and ceiling. On October 18, 2013, Defendants stated that no inspection was performed. (Exhibit C)

Defendants failed to follow escrow requirements as they pertained to dealers in violation of Health and Safety Code sections 18035 and 18059.5 which required the following:

(i) The establishment of an escrow account with an escrow agent and

D.

E.

the utilization of the services of an escrow agent in its sales. Defendants did not establish escrow accounts or use escrow agents.

- (ii) All funds were to go through an escrow agent and checks, money orders or similar payments were to be made payable only to the escrow agent. Defendants' terms of purchase stated that money was "to be paid in the form of a cashier's check or money order made payable to Royal Oaks MHP Mobilehome Park..." (Exhibit D). The used Mobilehome sales contracts also required the buyer to pay the purchase price to the seller with no mention of making payments only to an escrow agent. (Exhibit E)
- Defendants were to deliver to the transferee a written statement indicating that the defendants were in compliance with the requirement that the mobilehome had an operable smoke detector (Health and Safety Code sections 18029.6, 13113.8 and Civil Code section 1102.6). Defendants failed to do so, instead placing the burden on the transferee. For example, on August 12, 2013 in an acceptance letter the defendants advised the transferee that (s)he was required to install a smoke detector. (Exhibit F)
- Defendants were to deliver to the transferee a written statement indicating that the defendants were in compliance with the requirement that the mobilehome had a braced water heater. (Health and Safety Code sections 18031.7(b) and 19211and Civil Code section 1102.6.) Defendants failed to do so, instead placing the burden on the transferee. For example, on August 12, 2013 in an acceptance letter the defendants advised the transferee that (s)he was required to brace the water heater. (Exhibit F)
- 16. If Defendants successfully asserted that they were not subject to dealer requirements, Defendants remained subject to the requirements of Health and Safety Code section 18025 which makes it unlawful to sell or offer for sale mobilehomes that fail to meet health and safety requirements related to structure, fire, safety, plumbing, heat-producing and electrical systems.

A.

Defendants improperly advised buyers that it was their responsibility to repair or install such items as braced water heaters (in violation of Health and Safety Code sections 18031.7(b) and 19211, and Civil Code section 1102.6); smoke detectors (in violation of Health and Safety Code sections 13113.8 and 18029.6) and carbon monoxide detectors (in violation of Health and Safety Code section 17926) and to fix floors, walls and ceilings (in violation of Health and Safety Code section 18550). See by way of example, paragraph 16(A).

- 17. Defendants required offers to purchase to be accompanied with a nonrefundable deposit. Such non-refundable deposits ranged up to 50% of the purchase price, and were unreasonable and unconscionable in violation of Civil Code sections 1770(a)(19) and 1671. (Exhibit G)
- 18. Defendants used transfer disclosure statements that were not in compliance with the requirements of Civil Code section 1102.6. (A copy of the required form is found in Exhibit L). The forms used were not on the form that is mandated by Civil Code section 1102.6. In addition, just by way of example, Defendants' Transfer Disclosure Form, as shown in Exhibit H:
  - Failed to state significant defects. Instead, Defendants routinely stated that no inspection was done. As a dealer, if the statement was correct Defendants were in violation of Health and Safety Code 18046 which required a competent visual inspection. However, if incorrect the Defendants violated Penal Code section 118, PERJURY, in that the disclosure statement contains the following language: "Seller certifies that the information herein [that no inspection was done] is true and correct to the best of the Seller's knowledge as of the date signed by seller" (Exhibit I). By way of example only, on August 12, 2013, defendants sent a letter accepting an offer to purchase which listed various defects in the property, including the need to brace a water heater, install a smoke detector and install a carbon monoxide detector (Exhibit F). Two days later, on August 14, 2013, the disclosure form was signed by the Defendants, stating that no inspection was performed (see Exhibit J); yet given the previous list of defects it is clear that an inspection was performed.

- B. Sought to have buyers waive rights that could not be waived. Defendants' transfer disclosure statement stated that the sale was "as is" in violation of the legislative intent as delineated in Civil Code section 1102.1 as well as Health and Safety Code sections 18035(k) and 18039 which preclude the waiver of rights.
- C. Failed to inform the transferee that by close of escrow operable smoke detectors would be installed (Health and Safety Code sections 13113.8 and 18029.6).
- D. Failed to inform the transferee that by close of escrow the water heater would be braced (Health and Safety Code section 19211).
- E. Failed to provide the statement that section 1102.3a of the Civil Code provides a buyer with the right to rescind a purchase contract for at least three days after the delivery of this disclosure if delivery occurs after the signing of an offer to purchase. In multiple instances the date of the disclosure statement was after the signing of an offer to purchase, yet this right of rescission was not provided to potential buyers.
- 19. Transfer disclosure statements were not provided in a timely manner. Time after time, the transfer disclosure statements were given weeks after the buyer paid a significant and nonrefundable deposit. This is in contrast with Health and Safety Code section 18046 which requires the disclosure statement to be given to a "prospective buyer" (emphasis added) and the statutorily mandated transfer disclosure form which states that "buyers may rely on this information in deciding whether and on what terms to purchase the subject property." In addition, the failure to provide a timely disclosure statement until the buyer tendered a nonrefundable deposit violated Health and Safety Code section 18060.5(c), by creating a loss or damage by reason of fraud or misrepresentation.
- 20. Once a buyer obtained a mobilehome, Defendants permitted the buyer to occupy the home in violation of Health and Safety Code section 18550. As described in paragraphs 15 and 16,

infra, multiple health and safety concerns were noted, yet occupants were permitted to occupy the homes.

- 21. Defendants failed to provide title to the homes promptly after purchase. Contracts between Defendants and buyers stated that "seller shall accordingly transfer and deliver all rights title and interest in and to the above described mobilehome to buyer" (Exhibit K). However, Defendants did not obtain, possess, perfect or otherwise have title to the homes and did not promptly transfer and deliver title as contracted, in violation of Health and Safety Code sections 18059, 18100.5, 18101 and 18101.5. Furthermore, by representing that Defendants would transfer title that they did not have, Defendants violated Penal Code section 484, theft by false or fraudulent representations to defraud buyers of money or property as well as Health and Safety Code section 18060.5(c).
- 22. Defendants, as dealers, failed to provide in its contracts or any other document evidencing the purchase, the requirements of section 18035.3(a) which mandate the presence of certain language including notices regarding complaints, and warnings to consumers not to sign agreements that are not completely filled in.
- 23. Defendant ABRAHAM ARRIGOTTI directly and actively participated in the activities as alleged in paragraphs 12 through 22 including, but not limited to:
  - A. Obtaining mobilehomes;
  - B. Determining the price to be set for the mobilehomes after evaluating their worth, including but not limited to, considerations after inspections were performed;
  - C. Instructing employees on sales pitches; and
  - D. Signing documents including but not limited to transfer disclosure statements and contracts:

#### FIRST CAUSE OF ACTION

## VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTIONS 17200 ET SEQ. (UNLAWFUL AND/OR UNFAIR COMPETITION)

24. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 23 above, as though fully set forth herein.

- 25. Plaintiff is informed and believes and based on such information and belief alleges that beginning at an exact date that is unknown to Plaintiff, but within four (4) years prior to the filing of this Complaint (Business and Professions Code section 17208), Defendants have engaged in acts unlawful and/or unfair competition prohibited by California Business and Professions Code, section 17200 et seq. by virtue of the acts described herein, each of which constitutes an unlawful and/or unfair business practice. The use of such unlawful and or unfair business practices constitutes unfair competition within the meaning of California Business and Professions Code, section 17200 et seq. The unlawful and/or unfair business practices committed by the Defendants include, but are not limited to:
  - A. Defendants unlawfully sold or transferred mobilehomes to victims that contained structural, fire safety, plumbing, heat producing, or electrical systems that did not meet code, in violation of Health and Safety Code section 18025;
  - B. Defendants failed to use escrow and have the funds collected regarding the purchase go through an escrow agent, in violation of Health and Safety Code section 18035 and 18059.5;
  - C. Defendants failed to disclose material facts when showing mobilehomes to victims, in violation of Health and Safety Code section 18046 and 18060.5(c);
  - D. Defendants failed to do their duty as a dealer or salesperson to prospective buyers of used mobilehomes, to conduct a reasonably competent and diligent visual inspection of the home offered for sale and to disclose to the prospective buyer all facts materially affecting the value or desirability of the home, in violation of Health and Safety Code section 18046;
  - E, Defendants violated the provisions of Health and Safety Code sections 13113.8 17926, 18029.6, 18031.7, 18025, 18550, and 19211 and Civil Code section 1102.6 by selling, offering for sale, or transferring homes without meeting habitability and safety requirements;
  - F. Defendants provided assurances to victims in contracts that "the seller shall deliver all rights, title, etc..." without actually having obtained, possessed,

perfected or otherwise having and providing title, in violation of Health and Safety Code sections 18060.5(c), 18059, 18100.5, 18101, and 18101.5;

- G. Defendants allowed/permitted occupancy in mobilehomes that were structurally unsound or were in an unsafe or unsanitary condition, in violation of Health and Safety Code section 18550;
- H. Defendants failed to deliver to the prospective transferee, or victims, the written disclosure statement as soon as practical before transfer of title, in violation of California Civil Code sections 1102.3 and 1102.3a;
- Defendants failed to use the mandated disclosure form, in violation of California Civil Code section 1102.6;
- J. Defendants failed to disclose all that was required on the mandated transfer disclosure form, in violation of California Civil Code section 1102.6;
- K. Defendants sought to waive un-waivable requirements including, but not limited to, braced water heaters and smoke detectors in violation of Health and Safety Code sections 13113.8, 18029.6 and 18031.7 and 19211;
- L. Defendants collected an unreasonable amount of money from the victims as a nonrefundable deposit, in violation of California Civil Code section 1671(d);
- M. Defendants inserted an unconscionable provision in the contract regarding the collection of nonrefundable deposits, in violation of California Civil Code section 1770(a)(19);
- N. Defendants violated Health and Safety Code section 18060.5 by causing loss or damage by reason of fraudulent representations;
- O. Defendants violated section 18035.3(a) by failing to include mandated statutory language in documents evidencing the purchase of mobilehomes.

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#### SECOND CAUSE OF ACTION

## VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTIONS 17500 ET SEQ. (UNTRUE OR MISLEADING STATEMENTS)

- 26. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 25 above, as through fully set forth herein.
- 27. Plaintiff is informed and believes and, based on such information and belief, alleges that beginning at an exact date that is unknown to Plaintiff, but within three (3) years prior to the filing of this Complaint (Code Civ. Proc. § 338(h)), Defendants, and each of them, engaged in unlawful acts, omissions, and practices that constituted false and misleading statements within the meaning of Business and Professions Code sections 17500 et seq., and Health and Safety Code section 18061, including, but not limited to, the violations as alleged below:
  - A. Defendants misled by omission, and in violation of Health and Safety Code sections 13113.8 and 18029.6, failed to provide a written statement that mobilehomes which were sold or transferred had operable smoke alarms;
  - B. Defendants misled by omission, and in violation of Health and Safety Code sections 18031.7 and 19211, failed to provide a written statement that mobilehomes which were sold or transferred had braced water heaters;
  - C. Defendants misled by omission and violated sections 18025 and 18046 by falsely stating in its contracts that mobilehomes were not inspected;
  - D. Defendants misled by omission and violated section 18025 and 18046 in omitting material facts in its contract to transferees;
  - E. Defendants misled buyers, in violation of Health and Safety Code sections 18059, 18100.5, 18101, and 18101.5, by stating in its contracts that "the seller shall deliver all rights, title, etc..." without actually having the title therein;
  - F. Defendants misled by omission by selling and offering for sale mobilehomes to be occupied by victims when those homes did not conform to the requirements of Health and Safety Code section 18550;

- G. Defendants misled by omission by failing to use the mandated disclosure form in violation of California Civil Code section 1102.6;
- H. Defendants misled by omission by failing to include required terms in their disclosure form in violation of California Civil Code section 1102.6;

#### PRAYER

#### WHEREFORE, Plaintiff prays that:

- 1. Defendants be permanently restrained and enjoined from directly or indirectly committing acts of unlawful and/or unfair business practices in violation of California Business and Professions Code section 17200.
- 2. For violation of the First Cause of Action, that Defendants herein be jointly and severally assessed a civil penalty of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) for each act of unfair competition, in an amount according to proof but not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), pursuant to Business and Professions Code section 17206.
- 3. Defendants be permanently restrained and enjoined from directly or indirectly committing acts of false or misleading statements or representations in violation of California Business and Professions Code section 17500.
- 4. For violation of the Second Cause of Action, that Defendants herein be jointly and severally assessed a civil penalty of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) for each act of false or misleading statements or representations, in an amount according to proof but not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), pursuant to Business and Professions Code section 17536.
- 5. Plaintiff be awarded reasonable costs of investigation.

1	6. Plaintiff recover costs of suit.
2	7. Plaintiff be granted whatever and further relief as this Court deems equitable and just.
3	
4	Dated: $3/25/6$
5	Respectfully requested:
6	JEFF W. REISIG DISTRICT ATTORNEY
7	1. m. 11
8	By: LARRY BARLLY
9	Supervising Deputy District Attorney
10	MOTICE. THE COMPLAINT IS DEEMED MEDICIDED DUDGELAND TO CALLED DAY.
11	NOTICE: THIS COMPLAINT IS DEEMED VERIFIED PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 446
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# **EXHIBIT** A

RE: RO 101



'Nor Cal Sales Man

Counter at 1k cash Waive Security Move in August 15, 2012 September 2013 rent free Rent deal 499.550.600.650

From: Nor Cal Sales Manager [mailto: mobilehome@yahoo.com]

Sent: Friday, August 09, 2013 4:39 PM

To: D Subject: Re: RO

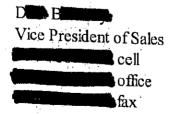
Mr. Remais countering 1k firm and final for home RO

Nor Cal Sales Manager Phone: Fax:

From: De B @kortandscott.com> mobilehome@yahoo.com> Sent: Friday, August 9, 2013 10:38 AM

Subject: RO

Counter at 1,250 cash Waive Security Move in August 15, 2012 September 2013 rent free Rent deal 499.550.600.650



August 12, 2013

Re:

Offer to Purchase Mobile Home located at Royal Oak Mobile Home Community

500 Artis Lane, Space , Davis, CA 95618

Decal: LBD1280

Dear Mr. Garage and Ms. Harris:

We have received your offer of One Thousand Dollars (\$1,000) to purchase the above home situated at Space, located at Royal Oak MHP ("Park"). We accept your offer of One Thousand Dollars (\$1,000) for this home and it will be allowed to remain onsite. Please be advised that said purchase will be "As Is", which includes but not limited to liens, encumbrances or fees/taxes owing with regards title and/or registration known or unknown. Our acceptance is contingent on park approval for tenancy, which must be completed within 15 days of date of letter.

THE FOLLOWING NOTICE IS ACCORDINGLY PROVIDED TO THE BUYER PRIOR TO SALE.

- (A) THE MOBILEHOME, ACCESSORY STRUCTURES, APPLIANCES AND EQUIPMENT ARE BEING SOLD ON AN "AS IS" OR "WITH ALL FAULTS" BASIS.
- (B) THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MOBILEHOME, ACCESSORY STRUCTURES, APPLIANCES AND EQUIPMENT IS WITH THE BUYER.
- (C) SHOULD THE MOBILEHOME, ACCESSORY STRUCTURES, APPLIANCES AND EQUIPMENT PROVE DEFECTIVE FOLLOWING THEIR PURCHASE, THE BUYER AND NOT THE MANUFACTURER, DISTRIBUTOR, OR RETAILER ASSUMES THE ENTIRE COST OF ALL-NECESSARY SERVICING OR REPAIR. EVERY SALE OF GOODS ON AN "AS IS" OR "WITH ALL FAULTS" BASIS, MADE IN COMPLIANCE WITH THE APPLICABLE LAW SHALL CONSTITUTE A WAIVER BY THE BUYER OF THE IMPLIED WARRANTY OF MERCHANTABILITY AND, WHERE APPLICABLE, OF THE IMPLIED WARRANTY OF FITNESS.
  - A MATERIAL INDUCEMENT FOR SELLER ENTERING INTO THIS AGREEMENT IS THE FOREGOING RECITAL AND ACKNOWLEDGMENT; BUYER REPRESENTS AND COVENANTS TO FULLY AND COMPLETELY INSPECT AND INDEPENDENTLY INVESTIGATE THE MOBILEHOME AND ALL ACCESSORY STRUCTURES AND

Buyer(s) to Initial  $\lambda$ , August 2, 2013

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Page 1 of 5

EQUIPMENT UPON THE SPACE TO HIS/HER/THEIR AND AGENT'S FULL AND COMPLETE SATISFACTION AND RELY EXCLUSIVELY THEREON.

I/WE AGREE TO THE A	BOVE PAF	RAGRAPH	& CO	NDITIO	NS
I/WE AGREE TO THE A Buyer(s) Initial	<u>, K</u>	_August _	19	2013	110.

Terms of the purchase of this home will be as follows:

- 1. One Thousand Dollars (\$1,000) to be paid in the form of a cashier's check or money order made payable to Royal Oak MHP Mobile Home Park on or before August 14, 2013.
- 2. You also agree that the above-mentioned deposit in the amount of <u>One Thousand Dollars</u> (1.000) will be deemed <u>nonrefundable</u> should you fail to complete this purchase/sales transaction. We will maintain this amount and it will <u>not be returned/refunded</u> should you fail to complete this purchase/sales transaction within 15 days of date of letter.
- 3. One Thousand One Hundred One Dollars and Ninety-Six Cents (\$1,101.96) to be paid in the form of a cashier's check or money order made payable to Royal Oak MHP on or before August 15, 2013.

a.	Down Payment	0.00
b.	Security Deposit	0.00
c.	August 15-31, 2013	
d.	August 2013 Sewer	282.77
e.	August 2013 Trash	44.70
f.	September 2013 Rent	23.60
g.	September 2013 Sewer	0.00
h.	September 2013 Trash	44.70
l.	Title Transfer Fees	23.60
i.		432.59
<u>.j.</u>	Processing Fee	250.00
	Total	<b>★1,101.96</b>

<sup>\*</sup>The utility provider has yet to bill for September 2013 therefore the above charges are merely estimates based on the current rates. Once we are in receipt of actually charges the Park will make adjustments to your account accordingly.

4. Four Hundred and Forty-Six Dollars (\$446) to be paid in the form of a cashier's check or money order made payable to Housing Community and Development with notation of the decal number written on the memo section of the check on or before August 15, 2013.

Transfer Fee	35.00
Mobilehome Recovery Fund Fee	10.00
Registration Fee	23.00
Park Purchase Fee	5.00
Lien Registration Fee	25.00
	Mobilehome Recovery Fund Fee Registration Fee Park Purchase Fee

Buyer(s) to Initial _ h	R	August	19	, 2013
CMFBF.	Page 2 of 5			

£	Duplicate Title Fee	<del></del>
۲.	- Party	25.00
g.	Duplicate Registration Card Fee	25.00
h.	Double Transfer Fee	148.00
i.	Administration Fee	150.00
	Estimated Total	\$446.00

- 5. Please sign the enclosed Power of Attorney, Statement of Facts regarding Carbon Monoxide, Statement of Facts regarding Smoke Detector/Water Heater Bracing and Multi-Purpose Transfer From where indicated and return original to the Park Manager.
- 6. Please make your designation of a Co-Owner below:

	Designation	Print Names of Co-Owners
	Non-Applicable. No Co-Owner(s).	
$\boxtimes$	JTRS (Joint Tenants with Right of Survivorship); Upon the death of	I R C
	joint tenant, the interest of the deceased party passes to the surviving	M B E
	joint tenant. The signature of each joint tenant is required to transfer	T. A. L.
	or encumber the title.	
	TENCOM AND (Tenants in Common with the names jointed by the	· · · · · · · · · · · · · · · · · · ·
	word AND); Each tenant in common may transfer his or her	•
	individual interest without the signature of the other tenants(s) in	
1	common. The signature of each tenant in common is required to	
	transfer full interest in the unit to a new registered owner or to	·
	encumber the title.	
	TENCOM OR (Tenants in Common with the names joined by the	
	word OR); Any one of the tenants in common may transfer full	·
	ownership interest in the unit to a new registered owner without the	
	signature of the other tenants(s) in common. The signature of each	
-	tenant in common is required to encumber the title.	
	COMPRO (Community Property); A unit may be registered as	
	community property in the names of a husband and wife. The	
	signature of each spouse is required to transfer full interest in the unit or encumber the title.	
	COMPRORS (Community Property with Right of Survivorship); A	
	unit may be registered as community property in the names of a	·
	husband and wife. At the death of one spouse, the decedent's community property interest passes to the surviving spouse without	
	administration. The signature of each spouse is required to transfer	
	full interest in the unit or encumber the title.	.
<u> </u>	and the different time time.	

7. Provide proof of home transfer/ownership within twenty (20) days from the date you enter into a rental agreement with the Park or no later than <u>September 5, 2013.</u>

Buyer(s) to Initial _	<u> </u>	August <u>\</u> \ \( \frac{\partial}{\partial} \), 2013
MEBE	Page 3 of 5	



- 8. Provide proof of homeowners insurance within twenty (20) days from the date you enter into a rental agreement with the Park or no later than <u>September 5, 2013.</u>
- 9. Should additional taxes/fees be due and owing please provide proof that any and all taxes/fees assessed by the State, City or Local Agencies are paid within twenty (20) days from the date you enter into a rental agreement with the Park.
- 10. You further agree to bring the home (interior and exterior) to full Park and Health & Safety standard/compliance to be completed within sixty (60) days (see exception to due dates below, these items must be completed on August 15, 2013) from the date buyer takes possession of the home or no later than October 15, 2013. Including but not limited to the following:
- a. power wash home and shed
- b. paint home and shed a park approved color
- c. install and maintain park approved landscaping, including but limited to removing weeds, trimming trees, plants, hedges, bushes, vines, or flowers
- d. replace/repair skirting and siding where missing or damaged
- e. replace/repair windows, window thresholds and windows screens where missing or damaged
- f. install rain gutters where missing or damaged
- g. remove all trash and debris around home site
- h. remove all trash and debris from underneath the home
- i. remove any and all TV antennas
- j. relocate any and all satellite dishes to rear of home
- k. repair/install/recover steps, decks, porch and handrails where damaged or missing
- 1. repair flooring inside home where necessary
- m. repair interior walls in home where necessary
- n. paint interior of home if necessary
- o. repair roof and ceiling where damaged
- p. remove all non-permitted items, including but not limited to pet housing
- q. remove all non-permitted and unlawful room additions
- r. install steps and handrails at all doorways
- s. install handrails at all exterior door ways
- t. \*install smoke detector by August 15, 2013
- u. \*install carbon monoxide by August 15, 2013
- v. \*brace water heater by August 15, 2013

1 ()			
Buyer(s) to Initial		August 12	_, 2013

If above terms are acceptable please sign below acknowledging your agreement of same.

Thank you,

Vice President of Sales Royal Oak MHP

I/We, Land Canada and Mark E. Branch E. fully agree and accept the above terms. I/We further acknowledge that I/we have inspected the home to my/our satisfaction and understand that the home is sold "as is". Additionally I/we agree to cure/pay any and all taxes, fees and/or liens within twenty (20) days from the date I/we purchase the above-mentioned home.

Dated: August 12, 2013

Dated: August 12, 2013

ME E. BEEFE

Buyer(s) to Initial \_\_\_\_\_\_,

August 2 2013

ed EBE

Page 5 of 5

# EXHIBIT B

#### TRANSFER DISCLOSURE STATEMENT

This Disclosure Statement conc	erns the Manufactured / Mobilehor	ne located at	
In the City of Davis	County of Yolo	State(	California
Described as Royal Oak MHI	Net Size of Home 10X48		
This is not a warrantee of any k representing any principal in thi principal may wish to obtain.	ind by the Registered Owner, Deal is transaction, and is not a substitut	er, Salesperson. Park, or P e for any inspections or w	ark Employee or any persons arrantees the buyer or any
This Disclosure is in no way me Mobilehome Residency Act, wh described herein and per the list	eant to amend or replace the Park D nich related to the Mobilehome Park ling agreement.	isclosure, Park Rules and and Disclosure relates or	Regulations, or the ally to the specific home
The following are disclosures salesperson, if any. This inform seller or the dealer/salesperson.	made by the registered owner, an nation is a disclosure and is not in	d are not the disclosures tended to be part of any c	of the Mobilehome dealer or ontract between the buyer and
conducted no investigation to d	er/ Salesperson/Agent/Seller does netermine its condition. Buyer assurstigate and inspect to his satisfaction	nes all risks in connection	with the purchase of the
			yer Initials Buyer Initials
TAKE NOTICE: The Park/Owner and buyer agrees to assume all Buyer Initials  Buyer Initials  Buyer Initials		ot know the status of State stration fees due in the co	/County/Local/HCD taxes due urse of titling the Mobilehome.
this home with Housing and Codays as required by law.	ees that he/she will be responsible to the community Development (HCD), and the community Development (HCD). This Buyer Initials Buyer Initials	for all fees/fines/ taxes or dwill begin the process of the process of the following the following for all feet and the	other costs incurred in titling f titling within twenty . (20)
prospective buyer may rely up- Seller hereby authorized any d	owing information with the knowle on this information in deciding who ealer or Salesperson representing a ity in connection with any actual or	ether and on what terms to my principal in this transac	purchase the subject home, ction to provide a copy of this
•	X occupying the home		
The subject home has the fol		•	
RangeOvenR WasherDryerW Storage ShedCarport_ CarpetWindow Cove	RefrigeratorMicrowave	_StepsDecklingEvaporative Co	Porch F R  poling (Swamp Cooler)  pls Tow Bars
	eller's knowledge, any of the above If yes, explain		perating condition?
Note: SELLER HAS DONE NO	inspections of the home or th	E ABOVE REFERENCED IT	EMS. AND THE HOME IS SOLD
"AS-IS", NO WARANTEES OR	GUARANTEES. Buyer Initials	PUCRE Buyer Initials Buyer I	nitials

#### ANSFER DISCLOSURE STATEMENT, PAGE TWO (2)

Are you the Seller, aware of any defects/ malfunctions in any of the follow appropriate spaces.	ving? No X Yes If yes, check the
Interior Walls Ceilings Floors Exterior Walls Doors Piers/support devices/ earthquake bracing Slab Skirting Steps Decking Electrical system Other	Insulation Roof Windows Foundation system Driveway heating or air conditioning Plumbing
If yes to any of the above, explain:	
Note: Seller has done no ispections of the home or the above refer no warantees or guarantees.  Buyer Initials  The Seller certifies that the information herein is true and correct signed by the Seller.  Registered Owner/Seller	Buyer Initials  to the best of the Seller's knowledge as of the date  Date:
TAKE NOTICE: THE REGISTERED OWNER/SELLER/PARK RECOMING AND/OR INSPECTION OF THE HOME. THE REGISTERED OWNER/STHOME IS SOLD "AS-IS", NO WARANTEES OR GUARANTEES.	MENDS THE BUYER OBTAIN PROFESSIONAL ADVICE ELLER/PARK HAS DONE NO INSPECTIONS AND THE
I/WE (Purchaser/Buyer) acknowledge receipt of a copy of this Statem  Purchaser/Buyer  Purchaser/Buyer  Purchaser/Buyer	Date: 8/14/13  Date: 9/14/13  Date:
I/We (Purchaser/Buyer) ACCEPT this home/ property AS PRES UNDERSTAND THE SELLER HAS DONE NO INSPECTIONS GUARANTEES  Purchaser/Buyer   Purchaser/Buyer   Colore & Borne &	Date: 8/14/13
Purchaser/Buyer	Date:

<sup>\*\*</sup> NOTE: Seller is not required to fix/repair any items on the attached lists because the home is sold "as-is" with no warrantees or guarantees.

# EXHIBIT C

October 1, 2013

Friday 10/11/13

Re: Offer to Purchase Mobile Home located at Royal Oak Mobile Home Community
Decal: LAM7334

Decal: LAM7334

Decal: LAM7334

Dear Mr. Stoops and Ms. Cervantes:

We have received your offer of Fourteen Thousand Dollars (\$14,000) to purchase the above home situated at Space located at Royal Oak MHP ("Park"). We accept your offer of Fourteen Thousand Dollars (\$14,000) for this home and it will be allowed to remain onsite. Please be advised that said purchase will be "As Is", which includes but not limited to liens, encumbrances or fees/taxes owing with regards title and/or registration known or unknown. Our of days of letter.

THE FOLLOWING NOTICE IS ACCORDINGLY PROVIDED TO THE BUYER PRIOR TO

A THE MODILEHOME ACCESSORY STRUCTURES, APPLIANCES AND EQUIPMENT ARE BURIO SOLD ON AN "AS IS" OR "WITH ALL FAULTS" BASIS.

AC SOCIAL STRUCTURES, APPLIANCES AND EQUIPMENT IS WITH

ACCEPTIONE ACCESSORY STRUCTURES, APPLIANCES AND 150 TOVE FOLLOWING THEIR PURCHASE, THE BUYER AND 150 ES. DISTRIBUTOR, OR RETAILER ASSUMES THE ENTIRE ASSUMES THE ENTIRE OF REPAIR EVERY SALE OF GOODS ON AN 150 EAST BASIS MADE IN COMPLIANCE WITH THE EAST SALE OF THE BASIS MADE IN COMPLIANCE OF THE BASIS MADE IN ANY THE BUYER OF THE BASIS AND WHERE APPLICABLE, OF THE

10:19:18 NG INTO THIS AGREEMENT IS
10:18 NG INTO THIS

The amount due and owing to County Tax Collectors Office is unknown at this time

	a.	Secured Day	-	Tux Colle	ectors Office is unkn	,
l	b.	Secured Prope	rty Taxes			
	C.	Fetimete In	perty Taxes	the state of the s	Unknown	
1		would pre.	College		Unknown	
L		Estimated To	tal		Unknown	
	Ad	condition to			Unknown	

A conditional Tax Clearance Certificate will be requested by the Park to the Coun Collectors Office and once they provide us with the amount due we will notify you with instructions regarding payment. Note that said amount is to be paid in the form of a cacheck or money order made payable to County Tax Collectors Office.

Please sign the enclosed Power of Attorney, Statement of Facts regarding ( Monoxide, Statement of Facts regarding Smoke Detector/Water Heater Bracing and Purpose Transfer From where indicated and return original to the Park Manager.

Please make your designation of a Co-Owner below:

	Designation	
	Non-Applicable N. C.	Print Names of
	joint tenants with Right of Survivorship); Upon the death of joint tenant, the interest of the deceased party passes to the surviving joint tenant. The signature of each joint tenant is required to transfer or encumber the title.	R S S
	common The signature of each tenant in common is required to calculate that in the unit to a new registered owner or to	
	COMMON ON Tenants in Common with the names joined by the work (185) Any one of the tenants in common may transfer full mixed in the unit to a new registered owner without the	
	common. The signature of each	

	-	
		COMPRO (Community Property); A unit may be registered as signature of another than the names of a husband and signature of another than the names of a husband and signature of another than the names of a husband and signature of another than the names of a husband and signature of another than the names of a husband and signature of another than the names of a husband and signature of another than the names of a husband and signature of another than the names of a husband and signature of another than the names of a husband and signature of another than the names of a husband and signature of another than the names of a husband and signature of another than the names of a husband and signature of another than the names of a husband and signature of a husband and sign
. [	1-	community property is a unit may be registered
		community Property); A unit may be registered as signature of each spouse is required to transfer full interest in the unit
. 1		or encumber the title.
		COMPRODE COM
		COMPRORS (Community Property with Right of Survivorship); A
		unit may be registered as community property in the names of a
		I MANUALLE AND WHA AR A I TO TO THAT IN THE NAME OF A
		Williamilly https://www.lait
		administration. The signature of the store o
Ŷ,	1	administration. The signature of each spouse is required to transfer
**************************************		full interest in the unit or encumber the title.
4	9.	
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AF V.	- CI	nter into a rental agreement with the Park or no later than November 1, 2013.
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	ີ ໄ(	Provide proof of home
adjoin.	in	to a rental agreement with the Park or no later than November 1, 2013.
	had it is Anna	which the Park or no later than November 1, 2013.
· 图 · 图	11	A State of the sta
		Should additional taxes/fees be due and owing please provide
34.4	0.0	Should additional taxes/fees be due and owing please provide proof that any and all
周、68	LD.	kes/fees assessed by the State, City or Local Agencies are paid within twenty (20) days from
Med Sact	1	
	12	You further agree to bring the home (interior and exterior) to full Park and Health &
	S.	fety standard/cornelises to the nome (interior and exterior) to full Park and Health &
14.5	i ka	fety standard/compliance to be completed within sixty (60) days (see exception to due dates low, these items must be completed on October 11, 2013) from the deep land to due dates
	V.	low, these items must be completed on October 11, 2013) from the date buyer takes possession the home or no later than December 11, 2013. Including both
	OI	the home or no later than December 11, 2013. Including but not limited to the following:
		power wash home and shed
		paint home and shed a park approved color
		matall and maintain park approved landscaping, including but limited to removing weeds,
Will Company		approved tanascaping, including but limited to removing weeds
		withining trees, plants, hedges, bushes, vines, or flowers
		window thresholds and windows
12.0		install rain guners where missing or damaged
		remove all trest and debris around home site
		and verifis around nome site
		remove all tresh and debris from underneath the home
	71	Total Vie any and all TV antennas
		process say and all satellite dishes to rear of home
*** (*********************************	No.	receipt in the Macrover steps, decks, porch and handrails where damaged or missing
		Taxas Dictoring inside home where necessary
		A STATE OF THE STA
		A typing inserting willish in home where necessary
71.45	3	The Court of Cook if necessary
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	·	October 5 1/2013
	i.	
		26 April 1990, Darrie, Californie 1961 E. 530-753-561 6, 530-753-2492 Brit, 530-230-9623 pages
		33-7318, 340-753-7497 Rin, 530-730-9623 pages
	to and	
	,	

QUIPMENT UPON THE SPACE TO HIS/HER/THEIR AND AGENT'S FULL AND COMPLETE SATISFACTION AND RELY EXCLUSIVELY THEREON.

L'WE AGREE TO THE ABOYE PARAGRAPH & CONDITIONS October 5

Terms of the purchase of this home will be as follows:

- One Thousand Dollars (\$1,000) to be paid in the form of a cashier's check or money order made payable to Royal Oak MHP Mobile Home Park on or before October 2, 2013.
- You also agree that the above-mentioned deposit in the amount of One Thousand Dollars (\$1,000) will be deemed nonrefundable should you fail to complete this purchase/sales transaction. We will maintain this amount and it will not be returned/refunded should you fail to complete this purchase/sales transaction within 15 days of date of letter.
- Four Thousand Four Hundred Ninety-One Dollars and Forty-Six Cents (\$4,491,46) to be \* paid in the form of a cashier's check or money order made payable to Royal Oak MHP on or

	Aur Oak WHD ou (
Balance of Home Pour	¬ ,
Balance of Home Purchase and/or Down Payment  b. Security Deposit	
c. October 11-31, 2013 Rent	2,000.0
d. October 2012 Rent	
Track	0.0
October 2013 Saura	349.3
1 November 2013 P	28.7
November 2013 Trash	46.8
November 2013 Trash	
November 2013 Sewer	0.00
	28.70
	46.8
Unity Densel	1,195.00
Estimated HCD Fees	A888750.0
	100.00
	100.00
The many property (help you be tell for Newmonter 2013 therefore the above charges are merely companied to the second property of accounty charges the account of the property of accounty charges the account of the property of accounty charges the account of the property of accounty charges the accounty charges the account of the property of o	446.0
Cace we are in the above the short charges are	4,491.40

Estance of Eleves Thousand Dollars (\$11,000) to be paid in monthly installment to be paid in monthly installment Approximate monthly Payments are Four Limited Twenty-Six Dollars and Twenty-Three Cents (\$426,23).

e Community remove all non-permitted items, including but not limited to pet housing remove all non-permitted and unlawful room additions install steps and handrails at all doorways install handrails at all exterior door ways remove or repair fence \*install smoke detector by October 11, 2013 ù. \*install carbon monoxide by October 11, 2013 \*brace water heater by October 11, 2013 If above terms are acceptable please sign below acknowledging your agreement of same. Vice President of Sales Royal Oak MHP further acknowledge that I/we have inspected the home to my/our satisfaction and understand that the home is sold "as is". Additionally I/we agree to cure/pay any and all taxes, fees and/or liens within twenty (20) days from the date I/we purchase the above-mentioned home. Dated: October 5, 2013 Deed October 5, 2013 a 95618, 530-753-5616, 530-763-2692 fbs, 530-230-9623 pages

#### TRANSFER DISCLOSURE STATEMENT

This Disclosu	re Stätement	concerns the	Manufactured	/ Mobilehome	ocated at			
In the City of			County of				California	······································
Described as_	Royal Oak	c Manufacture	d Community	Net Size of I	Tome <u>24X60</u>			
This is not a v representing a principal may	warrantee of any principal wish to obt	any kind by t l in this transa ain.	he Registered Caction, and is no	Owner, Dealer, et a substitute fe	Salesperson. Pa or any inspectio	rk, or ns or	Park Employee warrantees the b	
Mobilehome described her	Residency A ein and per l	the listing agr	eement.	Пепошет ит и	III Diopiopulo 1-		nd Regulations, only to the spec	
salesperson, i seller or the o	if any. This lealer/salesp	erson.	2 a disclosure e	nic 13 not micon				ehome dealer or en the buyer and
acceditated DA	i investioatic	M IO OPIEDIJI	sperson/Agent/S ne its condition. and inspect to h	Dayor awarmer	<b>X</b> (1)	3	of the Mobilehon	
THOUSE					Buyer-Initials		Buyer Initials	Buyer Initials
TAKE NOTIC and bruyer ag Buyer Initial	rees to assur	me all respon	sperson/Agent/S sibility for all ta Buyer Initials	Seller does not l exes and registr	know the status ation fees due in	of Sta	ate/County/Loca course of titling	VHCD taxes due the Mobilehome.
TAKE NOTION THIS home with days as required.	ith Housing	and Commun	ity Developmen	Tricip, and	wiii degili tilo pi	axes (	or other costs inc s of titling withi	ourred in titling a twenty . (20)
prospective	buyer may r y authorized any person	ely upon this	information in	deciding when	er and on what principal in thi	s tran	his is not a warra to purchase the saction to provi- with option to p	le a copy of this
Seller is :	i	s notX	occupyi	ng the home.				
The subjec	t home <u>has</u>	the following	g items checked	l below:			•	,
Range_ Washer_ Storage Sh	OvenOryeredCanWindow	Refrige Washer rport Co	ratorM and Dryer Hook entral Heating Ceiling	licrowave	stepsDe ngEvapor ight fixtures	ck rative 	Cooling (Swan	posal FR p Cooler)  DW Bars
Are there,	to the best o	f the seller's If	knowledge, any yes, explain	of the above r	eferenced items	not i	n operating cond	lition?
<u> </u>				<u> </u>				
1								

#### TRANSFER DISCLOSURE STATEMENT, PAGE TWO (2)

Are you the Seller, aware of any defects/ malfunctions in any of the following? appropriate spaces.	No X Yes If yes, check the
Interior Walls       Ceilings       Floors       Exterior Walls       Insulation         Doors       Piers/support devices/ earthquake bracing       Slab       Fo         Skirting       Steps       Decking       Electrical system       heating of         Other       Insulation       In	
If yes to any of the above, explain:	
Note: Seller has done no ispections of the home or the above referenced it no warantees or guarantees.  Buyer Initials Buyer Initials Buyer Initials Buyer Initials	itials
The Seller certifies that the information herein is true and correct to the be signed by the Seller.  Registered Owner/Seller	st of the Seller's knowledge as of the date  Date:   Date:
Take Notice: The registered owner/seller/park recommends the And/or inspection of the home. The registered owner/seller/pahome is sold "as-is", no warantees or guarantees.	
I/WE (Purchaser/ Buyer) acknowledge receipt of a copy of this Statement:  Purchaser/Buyer  Purchaser/Buyer	Date: 10 18 13  Date: 10 18 13
Purchaser/Buyer  I/We (Purchaser/Buyer) ACCEPT this home/ property AS PRESENTED IN UNDERSTAND THE SELLER HAS DONE NO INSPECTIONS, AND EXECUTIONS, AND EXECUTIO	Date: I A "AS-IS" CONDITION, AND PECT NO WARANTEES OR
Purchaser/Buyer Purchaser/Buyer	Date: 10 18 13
Purchaser/Buyer	Date:

<sup>\*\*</sup> NOTE: Seller is not required to fix/repair any items on the attached lists because the home is sold "as-is" with no warrantees or guarantees.

# EXHIBIT D

EQUIPMENT UPON THE SPACE TO HIS/HER/THEIR AND AGENT'S FULL AND COMPLETE SATISFACTION AND RELY EXCLUSIVELY THEREON.

I/WE AGREE TO THE ABOVE PARAGRAPH & CONDITIONS.

Buyer(s) Initial \_\_\_\_\_\_ August \_\_\_\_\_ 2013

 $\mathcal{MEBE}$  Terms of the purchase of this home will be as follows:

- 1. One Thousand Dollars (\$1,000) to be paid in the form of a cashier's check or money order made payable to Royal Oak MHP Mobile Home Park on or before August 14, 2013.
- 2. You also agree that the above-mentioned deposit in the amount of <u>One Thousand Dollars</u> (1,000) will be deemed <u>nonrefundable</u> should you fail to complete this purchase/sales transaction. We will maintain this amount and it will <u>not be returned/refunded</u> should you fail to complete this purchase/sales transaction within 15 days of date of letter.
- 3. One Thousand One Hundred One Dollars and Ninety-Six Cents (\$1,101.96) to be paid in the form of a cashier's check or money order made payable to Royal Oak MHP on or before August 15, 2013.

a.	Down Payment	0.00
b.	Security Deposit	0.00
C.	August 15-31, 2013	282.77
d.	August 2013 Sewer	44.70
e.	August 2013 Trash	23.60
f.	September 2013 Rent	0.00
g.	September 2013 Sewer	44.70
h.	September 2013 Trash	23.60
1.	Title Transfer Fees	432.59
j.	Processing Fee	250,00
	Total	* 1,101.96

<sup>\*</sup>The utility provider has yet to bill for September 2013 therefore the above charges are merely estimates based on the current rates. Once we are in receipt of actually charges the Park will make adjustments to your account accordingly.

4. Four Hundred and Forty-Six Dollars (\$446) to be paid in the form of a cashier's check or money order made payable to Housing Community and Development with notation of the decal number written on the memo section of the check on or before August 15, 2013.

a.	Transfer Fee	35.00
b.	Mobilehome Recovery Fund Fee	10,00
c.	Registration Fee	23.00
d.	Park Purchase Fee	5.00
e.	Lien Registration Fee	25.00

Buyer(s) to Initial	R_	August	19	, 2013
CMEBE	Page 2 of 5			

# EXHIBIT E

#### Royal Oak Manufactured Community 320 N. Park Vista St Anaheim, CA 92806

#### USED MOBILEHOME SALES CONTRACT

1. This sale agreement (bill of sale) is entered into this date, _	March 7. 2014 by the celler(s)
Royal Oak Manufactured Community	_ and the "buyer" or nominee / assignee of the buyer:
("seller")	
("buyer")	with reference to the following described mobilehome:
MOBILEHOME	<u>IDENTIFICATION</u>
Make/Model of Mobilehome: FAQUA CHALLENGE	R Year of Manufacture: 1971
Serial/VIN#: S7296U/X Decal/License#: ABB6427	Insignia #: N/A Size: 24X60
all rights, title and interest in and to the above described mobil and registration of the mobilehome and shall do so if the mobilehome and shall do so if the mobilehome and shall not be compared to the control of the mobilehome.	nty-One Dollars (\$23,671.00) is to be paid to seller no later than use seller's interest and seller shall accordingly transfer and deliver chome to buyer. Buyer shall have the responsibility for the titling pilehome remains on space ("space") at Royal remove or relocate from that address without Management's for titling and registration including payment of any taxes, fees or cluding any overdue taxes/fees) and going forward.
(Complete if applicable) A down payment of Five Thousand of the purchase price of Twenty-Three Thousand Six Hundre refundable.	Dollars (\$5,000.00) shall be paid, pending payment of the balance ed Seventy-One Dollars (\$23,671.00). This down payment is non-
WARRANTIES, EXPRESS OR IMPLIED MAI	F THE MOBILEHOME IS "AS IS, WHERE IS, WITH ALL L WARRANTIES EXPRESS OR IMPLIED. THERE ARE NO DE BY SELLER AS TO THE OUALITY, CONDITION, R USE OF THE MOBILEHOME. SELLER IS NOT IN THE
THE FOLLOWING NOTICE IS ACCORDINGLY PROVID	· · · · · · · · · · · · · · · · · · ·
LIST OF WITH TANKE TROUTS DAGIG.	APPLIANCES AND EQUIPMENT ARE BEING SOLD ON AN
SATISFICATION THE PROPERTY IS WITH	· · · · · · · · · · · · · · · · · · ·
DISTRIBUTOR, OR RETAILER ASSUMES TH REPAIR. EVERY SALE OF GOODS ON AN COMPLIANCE WITH THE APPLICABLE LAW SHALL OF WARRANTY OF MERCHANTABILITY AND, WHERE AR	Y STRUCTURES, APPLIANCES AND EQUIPMENT PROVE SE, THE BUYER AND NOT THE MANUFACTURER, E ENTIRE COST OF ALL-NECESSARY SERVICING OR "AS IS" OR "WITH ALL FAULTS" BASIS; MADE IN CONSTITUTE A WAIVER BY THE BUYER OF THE IMPLIED PLICABLE, OF THE IMPLIED WARRANTY OF FITNESS.
AND INDEPENDENTLY INVESTIGATE THE MORE	INTO THIS AGREEMENT IS THE FOREGOING RECITAL D COVENANTS TO FULLY AND COMPLETELY INSPECT LEHOME AND ALL ACCESSORY STRUCTURES AND ND AGENT'S FULL AND COMPLETE SATISFACTION AND
I/WE AGREE TO THE ABOVE PARAGRAPH. Initials	of buyer(s) here: OXTF OXMF O
4.a. Seller has made disclosures of all material defects, k understands and agrees that it is the Buyer's independent dut the existence of any defects in the mobilehome unit itself. Snotwithstanding the foregoing, acknowledged to be in compitible requirements of the Health and Safety Code, including he	nown or suspected, which exist as to the mobilehome. Buyer y to exercise due diligence for full inspection of the conditions and cale of the mobilehome in the condition existing at time of sale is, liance with all California laws and regulations and consistent with out not limited to the Mobilehome Parks Act and its implementing noe with all applicable codes and regulations while on the "space."

- 4.b. Seller requires that Buyer undertake the assistance of skilled professionals to undertake the duty of inspection of the mobilehome unit and all other property described above purchased under this contract of sale. Buyer acknowledges the duty to make full inspection of all conditions, quality, merchantability, utility, value and fitness for use. Seller expressly excludes all warranties express and implied of all other types and descriptions in lieu of this paragraph.
- c.c. Seller makes no warranties of any kind regarding the quality, condition, value, utility, fitness for use, age, useful life, buyers' satisfaction, or other factor regarding the mobilehome. Buyer understands there is no warranty or assurance of any kind regarding the life expectancy, maintenance, repairs, condition, serviceability, or appearance of the mobilehome, its value or any equipment, appliance, fixtures, porches, awnings, water heaters, ventilation, plumbing, electrical, heating, or other aspect of the mobilehome, now or in the future. Such aspects of the mobilehome may or will fail, prove or be defective, or otherwise unsatisfactory: Buyer takes full and exclusive responsibility therefore.

## I/WE AGREE TO THE ABOVE PARAGRAPH. Initials of buyer(s) here: OXIF OXMZ O

- 5. ATTORNEY-IN-FACT: Seller appoints buyer, as its attorney-in-fact to do any act or pursue any action necessary and appropriate to effectuate and implement this agreement.
- 6. INSURANCE: Seller requires Buyer to obtain liability insurance on the mobilehome as of the date of sale for liability such as for fire, flood, casualty loss and damage.
- 7.a. Pursuant to California Health and Safety Code 18099.5, (a) Except as otherwise provided in subdivision (b), no person shall move, permit to be moved, or cause to be moved, any manufactured home, mobilehome, or floating home from the situs indicated on the registration card, without first obtaining the written consent of the legal owner and of each junior lienholder, if any. The written consent shall be obtained on forms approved by the department. In the event that there is no legal owner and no junior lienholder, the registered owner shall complete the written consent form. The original copy of each written consent form shall accompany the manufactured home, mobilehome, or floating home to its new situs in lieu of a registration card.
- 7.b. If the person proposing to move a manufactured home, mobilehome, or floating home required to be registered under this part shall have requested the consent required by subdivision (a) delivered to a secured party or mailed to such person by certified mail, return receipt requested, and the secured party has within 30 days neither given nor withheld its consent, the person proposing to move the manufactured home, mobilehome, or floating home shall notify the department on a form approved by the department of such event and a copy of such form shall accompany the manufactured home, mobilehome, or floating home to its new situs.
- J. MISCELLANEOUS: Seller and Buyer will execute any additional agreements, escrow instructions, assignments or documents that may be deemed necessary or advisable to effectuate the purpose of this agreement. The provisions of this bill of sale are hereby made applicable to and shall inure to the benefit of the seller's successors and assigns and binds all parties' heirs, legatees, devisees, administrators, executors and personal representatives. In any claim, which arises under this agreement, venue shall be in the County in which the mobilehome is located. This agreement may be executed in counterparts, the totality of which shall be but one agreement. This Agreement and the documents referred to herein constitute the entire Agreement between Resident and Owner pertaining to the subject matter contained herein and supersede all prior and contemporaneous agreements, representations and understandings of the parties whether written or oral.
- 9. BUYER AGREES TO MAINTAIN A SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR IN OPERABLE CONDITION WITHIN THE MOBILEHOME.
- 10. RISK OF LOSS: If the mobilehome is materially damaged or destroyed at any time during the performance of this agreement, Buyer agrees that its duty to complete the purchase and the assignment of the rental agreement shall remain in force and effect. In the event of nonperformance, seller shall be entitled to retain any down payment or deposit made to the extent allowed by law; if the sale is not completed, buyer(s) shall not become a mobilehome tenant nor apply for a mobilehome tenancy in accordance with Civil Code section 798, et seq.
- 11. ATTORNEY'S FEES: In the event of any dispute arising pursuant to this agreement, the prevailing party will be entitled to its attorney's fees and costs.
- 12. ALTERNATE DISPUTE RESOLUTION PROCESS (OPTIONAL): "DISPUTE" INCLUDES CLAIMS, DEMANDS, SUITS, AND DEFAULTS. THIS CLAUSE SHALL NOT APPLY IN THE EVENT OF A DEFAULT IN PAYMENT OF A CONDITIONAL SALE CONTRACT (INCLUDING ALL REMEDIES RELATED THERETO INCLUSIVE OF FORECLOSURE, EVICTION, RESTITUTION OF POSSESSION AND MONIES OWED). THIS CLAUSE DOES APPLY TO INJURIES, DAMAGES, DEFECTS, CONDITION AND OPERATION OF THE PROPERTY SOLD, WHETHER RESULTING IN ANY PART FROM NEGLIGENCE OR INTENTIONAL MISCONDUCT; BUSINESS ADMINISTRATION OR PRACTICES OR OPERATIONS; PUNITIVE DAMAGE AND CLASS ACTION CLAIMS. DISPUTES COVERED BY THIS AGREEMENT WILL BE SUBJECT TO MEDIATE IN GOOD FAITH. A WRITTEN DEMAND SHALL BE SERVED IN THE EVENT OF A DISPUTE, DESCRIBING THE DISPUTE. THE PARTIES SHALL MEDIATE WITHIN 60 DAYS, AND THE MATTER SHALL BE SUBJECT TO REFERENCE IF THE DISPUTE IS NOT RESOLVED BY MEDIATION. THE MEDIATOR SHALL BE A RETIRED JUDGE

FROM THE JUDICIAL ARBITRATION OR MEDIATION SERVICE, INC. ("JAMS") EACH SIDE PAYING HALF OF THE FEES FOR A ONE-HALF DAY MEDIATION.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ALTERNATE DISPUTE RESOLUTION PROCESS" PROVISION ECIDED BY REFERENCE AS PROVIDED BY CALIFORNIA LAW, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A JURY TRIAL, YOUR AGREEMENT TO THIS ALTERNATE DISPUTE RESOLUTION PROCESS IS VOLUNTARY. WE AND YOU HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ALTERNATE DISPUTE RESOLUTION PROCESS" PROVISIONS TO NEUTRAL "REFERENCE" AS PROVIDED ABOVE.

I/WE ACKNOWLEDGE HAVING READ THE ABOVE "ALTERNATE DISPUTE RESOLUTION PROCESS" PROVISIONS AND AGREE TO COMPLY THEREWITH.

sale, a home warranty inspection shall be conducted by buyer at buyer's expense in order to investigate the conditions of the mobilehome including the presence of any mold. If buyer discovers the presence of any mold, it shall be the immediate duty of the buyer to re-mediate and remove any such discovered mold. Buyer shall thereafter at reasonable and recommended intervals cause to be made further periodic inspections, as necessary and appropriate, in order to ensure that the mobilehome shall be kept free of any mold. Buyer assumes all risk that any mold is present in or about the mobilehome at time of purchase. Buyer therefore agrees to indemnify, defend and hold management, owner and all agents and employees free and harmless from any claim, demand, suit, action, or liability (personal or bodily injury or property damage to any person or thing) caused or claimed to be caused by mold in, about or under a mobilehome or any accessory structure equipment, appliance or other property, or upon the homesite. Since management may not enter the mobilehome except under the circumstances allowed by the Mobilehome Residency Law, Resident further warrants that the mobilehome is under the exclusive control of the Resident and that management has no duties respecting prevention or treatment of mold within the mobilehome. If the occurrence of mold is observed by the management and resident fails to properly re-mediate such condition, management may but has no duty to	Initials of seller: O  (NOTE: This paragraph 13 does not apply unless both parties have initialed in the spaces provided)  13 DITY TO INSPECT COP MOI D. Paridon of the spaces provided)
	sale, a home warranty inspection shall be conducted by buyer at buyer's expense in order to investigate the conditions of the mobilehome including the presence of any mold. If buyer discovers the presence of any mold, it shall be the immediate duty of the buyer to re-mediate and remove any such discovered mold. Buyer shall thereafter at reasonable and recommended interval cause to be made further periodic inspections, as necessary and appropriate, in order to ensure that the mobilehome shall be kep free of any mold. Buyer assumes all risk that any mold is present in or about the mobilehome at time of purchase. Buyer therefore agrees to indemnify, defend and hold management, owner and all agents and employees free and harmless from any claim, demand, suit, action, or liability (personal or bodily injury or property damage to any person or thing) caused or claime to be caused by mold in, about or under a mobilehome or any accessory structure equipment, appliance or other property, of upon the homesite. Since management may not enter the mobilehome except under the circumstances allowed by the Mobilehome Residency Law, Resident further warrants that the mobilehome is under the exclusive control of the Resident and that management has no duties respecting prevention or treatment of mold within the mobilehome. If the occurrence of mold is

14. RELEASE AND INDEMNIFICATION: The Buyer(s) agree to indemnify, defend and save Seller and its agents, employees, representatives, attorneys, partners and family members, free and harmless from any and all claims, demands, actions, causes of action, suits, judgments, liens, legal or administrative proceedings, losses, damages, costs, expenses including ut not limited to attorney's fees, expert and investigation fees (from the first notice that any claim or demand is to be made or hay be made) and the provision of a defense for Seller which may be asserted against or incurred or suffered by Seller from time to time by reason of or in connection with this agreement, sale, operation of the park, management of the Park.

The provisions of this Section shall survive the termination of this agreement for any event occurring prior to the termination. IN FURTHER CONSIDERATION OF THE BELOW MARKET PRICE PAID BY BUYER FOR THE MOBILEHOME, BUYER AND FOR ALL MEMBERS OF THE HOUSEHOLD ARE FULLY AND FOREVER RELEASING THE SELLER FROM ANY AND ALL CLAIMS, SUITS, DISPUTES, DAMAGES AND LIABILITIES RELATING TO THE SALE OF THE MOBILEHOME, AND ALL PATENT AND LATENT DEFECTS THEREIN. BUYERS ALSO INTEND THAT ALL OF BUYERS' RIGHTS AND CLAIMS UNDER §1542 OF THE CIVIL CODE ARE EXPRESSLY WAIVED AND RELEASED.

CIVIL CODE §1542 PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

#### UNDERSTOOD AND AGREED THIS DAY:

X / Commonwealth of the common	for acquiring Insignia Number from HCD.	21-1.4
Buyer's Signature	Print Name	<u> </u>
	<b>TA</b> 7	3/2/14
Buyer's Signature	Print Name	Date
Buyer's Signature	Print Name	
		Date
Seller's Signature	Air Date	

MOBILEHOME SALES CONTRACT

Page 3

# EXHIBIT F

August 12, 2013

Re:

Offer to Purchase Mobile Home located at Royal Oak Mobile Home Community

500 Artis Lane, Space , Davis, CA 95618

Decal: LBD1280

Dear Mr. Company and Ms. E

We have received your offer of One Thousand Dollars (\$1,000) to purchase the above home situated at Space , located at Royal Oak MHP ("Park"). We accept your offer of One Thousand Dollars (\$1,000) for this home and it will be allowed to remain onsite. Please be advised that said purchase will be "As Is", which includes but not limited to liens, encumbrances or fees/taxes owing with regards title and/or registration known or unknown. Our acceptance is contingent on park approval for tenancy, which must be completed within 15 days of date of letter.

## THE FOLLOWING NOTICE IS ACCORDINGLY PROVIDED TO THE BUYER PRIOR TO SALE:

- (A) THE MOBILEHOME, ACCESSORY STRUCTURES, APPLIANCES AND EQUIPMENT ARE BEING SOLD ON AN "AS IS" OR "WITH ALL FAULTS" BASIS.
- (B) THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MOBILEHOME, ACCESSORY STRUCTURES, APPLIANCES AND EQUIPMENT IS WITH THE BUYER.
- (C) SHOULD THE MOBILEHOME, ACCESSORY STRUCTURES, APPLIANCES AND EQUIPMENT PROVE DEFECTIVE FOLLOWING THEIR PURCHASE, THE BUYER AND NOT THE MANUFACTURER, DISTRIBUTOR, OR RETAILER ASSUMES THE ENTIRE COST OF ALL-NECESSARY SERVICING OR REPAIR. EVERY SALE OF GOODS ON AN "AS IS" OR "WITH ALL FAULTS" BASIS, MADE IN COMPLIANCE WITH THE APPLICABLE LAW SHALL CONSTITUTE A WAIVER BY THE BUYER OF THE IMPLIED WARRANTY OF MERCHANTABILITY AND, WHERE APPLICABLE, OF THE IMPLIED WARRANTY OF FITNESS.

A MATERIAL INDUCEMENT FOR SELLER ENTERING INTO THIS AGREEMENT IS THE FOREGOING RECITAL AND ACKNOWLEDGMENT; BUYER REPRESENTS AND COVENANTS TO FULLY AND COMPLETELY INSPECT AND INDEPENDENTLY INVESTIGATE THE MOBILEHOME AND ALL ACCESSORY STRUCTURES AND

Buyer(s) to Initial  $\lambda$ , August  $\lambda$ , 2013

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Page 1 of 5

EQUIPMENT UPON THE SPACE TO HIS/HER/THEIR AND AGENT'S FULL AND COMPLETE SATISFACTION AND RELY EXCLUSIVELY THEREON.

I/WE AGREE TO THE	ABOYE PARA	AGRAPH	& CO	NDITIONS.
I/WE AGREE TO THE Buyer(s) Initial	L,K	August _	10	2013

Terms of the purchase of this home will be as follows:

- One Thousand Dollars (\$1,000) to be paid in the form of a cashier's check or money order made payable to Royal Oak MHP Mobile Home Park on or before August 14, 2013.
- You also agree that the above-mentioned deposit in the amount of One Thousand Dollars (1,000) will be deemed nonrefundable should you fail to complete this purchase/sales transaction. We will maintain this amount and it will not be returned/refunded should you fail to complete this purchase/sales transaction within 15 days of date of letter.
- One Thousand One Hundred One Dollars and Ninety-Six Cents (\$1,101.96) to be paid in the form of a cashier's check or money order made payable to Royal Oak MHP on or before August 15, 2013.

a.	Down Payment	0.00
b.	Security Deposit	0.00
c.	August 15-31, 2013	282,77
d.	August 2013 Sewer	44.70
e.	August 2013 Trash	23,60
f.	September 2013 Rent	0.00
g.	September 2013 Sewer	44.70
h.	September 2013 Trash	23.60
1.	Title Transfer Fees	432,59
j.	Processing Fee	250,00
	Total	± 1,101,96

<sup>\*</sup>The utility provider has yet to bill for September 2013 therefore the above charges are merely estimates based on the current rates. Once we are in receipt of actually charges the Park will make adjustments to your account accordingly.

Four Hundred and Forty-Six Dollars (\$446) to be paid in the form of a cashier's check or money order made payable to Housing Community and Development with notation of the decal number written on the memo section of the check on or before August 15, 2013.

a.	Transfer Fee	35.00
b.	Mobilehome Recovery Fund Fee	10.00
c.	Registration Fee	23,00
<u>d.</u>	Park Purchase Fee	5,00
e.	Lien Registration Fee	25,00

Buyer(s) to Initial	$\mathbb{R}$	August 12 , 20	)13
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OHEBE	Daga 2 of 5	•	

f.	Duplicate Title Fee	25,00
g. '	Duplicate Registration Card Fee	25,00
h.	Double Transfer Fee	148.00
i.	Administration Fee	150.00
	Estimated Total	\$446.00

- 5. Please sign the enclosed Power of Attorney, Statement of Facts regarding Carbon Monoxide, Statement of Facts regarding Smoke Detector/Water Heater Bracing and Multi-Purpose Transfer From where indicated and return original to the Park Manager.
- 6. Please make your designation of a Co-Owner below:

	Designation	7.1.2
		Print Names of Co-Owners
H	Non-Applicable. No Co-Owner(s).	•
	JTRS (Joint Tenants with Right of Survivorship); Upon the death of	Les J. Respective
	joint tenant, the interest of the deceased party passes to the surviving	MEE. B
	joint tenant. The signature of each joint tenant is required to transfer	
	or encumber the title.	
	TENCOM AND (Tenants in Common with the names jointed by the	
	word AND); Each tenant in common may transfer his or her	•
	individual interest without the signature of the other tenants(s) in	
	common. The signature of each tenant in common is required to	·
	transfer full interest in the unit to a new registered owner or to	
ĺ	encumber the title.	
	TENCOM OR (Tenants in Common with the names joined by the	
	word OR); Any one of the tenants in common may transfer full	
	ownership interest in the unit to a new registered owner without the	
1	signature of the other tenants(s) in common. The signature of each	
	tenant in common is required to encumber the title.	
	COMPRO (Community Property); A unit may be registered as	
-	community property in the names of a husband and wife. The	,
	signature of each spouse is required to transfer full interest in the unit	
1	or encumber the title.	
	COMPRORS (Community Property with Right of Survivorship); A	
	unit may be registered as community property in the names of a	
	husband and wife. At the death of one spouse, the decedent's	
	community property interest passes to the survivier and decedent's	•
	community property interest passes to the surviving spouse without	
	administration. The signature of each spouse is required to transfer	
	full interest in the unit or encumber the title.	

7. Provide proof of home transfer/ownership within twenty (20) days from the date you enter into a rental agreement with the Park or no later than <u>September 5, 2013.</u>

Buyer(s) to Initial _	L,R.	August <u>12</u> , 2013
MEBE	Page 3 of 5	



- 8. Provide proof of homeowners insurance within twenty (20) days from the date you enter into a rental agreement with the Park or no later than <u>September 5</u>, 2013.
- 9. Should additional taxes/fees be due and owing please provide proof that any and all taxes/fees assessed by the State, City or Local Agencies are paid within twenty (20) days from the date you enter into a rental agreement with the Park.
- 10. You further agree to bring the home (interior and exterior) to full Park and Health & Safety standard/compliance to be completed within sixty (60) days (see exception to due dates below, these items must be completed on August 15, 2013) from the date buyer takes possession of the home or no later than October 15, 2013. Including but not limited to the following:
- a. power wash home and shed
- b. paint home and shed a park approved color
- c. install and maintain park approved landscaping, including but limited to removing weeds, trimming trees, plants, hedges, bushes, vines, or flowers
- d. replace/repair skirting and siding where missing or damaged
- e. replace/repair windows, window thresholds and windows screens where missing or damaged
- f. install rain gutters where missing or damaged
- g. remove all trash and debris around home site
- h. remove all trash and debris from underneath the home
- i. remove any and all TV antennas
- j. relocate any and all satellite dishes to rear of home
- k. repair/install/recover steps, decks, porch and handrails where damaged or missing
- I. repair flooring inside home where necessary
- m. repair interior walls in home where necessary
- n. paint interior of home if necessary
- o. repair roof and ceiling where damaged
- p. remove all non-permitted items, including but not limited to pet housing
- q. remove all non-permitted and unlawful room additions
- r. install steps and handrails at all doorways
- s. install handrails at all exterior door ways
- t. \*install smoke detector by August 15, 2013
- u. \*install carbon monoxide by August 15, 2013
- v. \*brace water heater by August 15, 2013

Buyer(s) to Initial	10		•
Buyer(s) to Initial_	V1 V.	August 2	, 2013

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Page 4 of 5

# EXHIBIT G

May 22, 2013

Re: Offer to Purchase Mobile Home located at Royal Oak Mobile Home Community 500 Artis Lane, Space , Davis, CA 95618 or 500 Artis Lane, Space , Davis, CA 95618 or 500 Artis Lane, Space , Davis, CA 95618 or 500 Artis Lane, Space , Davis, CA 95618 or 500 Artis Lane, Space , Davis, CA 95618 or 500 Artis Lane, Space , Davis, CA 95618 or 500 Artis Lane, Space , Davis, CA 95618 or 500 Artis Lane, Space , Davis, CA 95618 or 500 Artis Lane, Space , Davis, CA 95618 or 500 Artis Lane, Space , Davis, CA 95618 or 500 Artis Lane, Space , Davis, CA 95618 or 500 Artis Lane, Space , Davis, CA 95618 or 500 Artis Lane, Space , Davis, CA 95618 or 500 Artis Lane, Space , Davis, CA 95618 or 500 Artis Lane, Space , Davis Artis Lane, Artis Lane, Artis Lane, Artis Lane, Artis Lane, Artis Lane,

Decal: AAL6663

Dear Ms. G

We have received your offer of Two Thousand Dollars (\$2,000) to purchase the above home situated at Space , located at Royal Oak MHP ("Park"). We accept your offer of Two Thousand Dollars (\$2,000) for this home and it will be allowed to remain onsite. Please be advised that said purchase will be "As Is", which includes but not limited to liens, encumbrances or fees/taxes owing with regards title and/or registration known or unknown. Our acceptance is contingent on park approval for tenancy, which must be completed within 15 days of date of letter.

# THE FOLLOWING NOTICE IS ACCORDINGLY PROVIDED TO THE BUYER PRIOR TO SALE:

- (A) THE MOBILEHOME, ACCESSORY STRUCTURES, APPLIANCES AND EQUIPMENT ARE BEING SOLD ON AN "AS IS" OR "WITH ALL FAULTS" BASIS.
- (B) THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MOBILEHOME, ACCESSORY STRUCTURES, APPLIANCES AND EQUIPMENT IS WITH THE BUYER.
- (C) SHOULD THE MOBILEHOME, ACCESSORY STRUCTURES, APPLIANCES AND EQUIPMENT PROVE DEFECTIVE FOLLOWING THEIR PURCHASE, THE BUYER AND NOT THE MANUFACTURER, DISTRIBUTOR, OR RETAILER ASSUMES THE ENTIRE COST OF ALL-NECESSARY SERVICING OR REPAIR. EVERY SALE OF GOODS ON AN "AS IS" OR "WITH ALL FAULTS" BASIS, MADE IN COMPLIANCE WITH THE APPLICABLE LAW SHALL CONSTITUTE A WAIVER BY THE BUYER OF THE IMPLIED WARRANTY OF MERCHANTABILITY AND, WHERE APPLICABLE, OF THE IMPLIED WARRANTY OF FITNESS.

A MATERIAL INDUCEMENT FOR SELLER ENTERING INTO THIS AGREEMENT IS THE FOREGOING RECITAL AND ACKNOWLEDGMENT; BUYER REPRESENTS AND COVENANTS TO FULLY AND COMPLETELY INSPECT AND INDEPENDENTLY INVESTIGATE THE MOBILEHOME AND ALL ACCESSORY STRUCTURES AND EQUIPMENT UPON THE SPACE TO HIS/HER/THEIR AND AGENT'S FULL AND COMPLETE SATISFACTION AND RELY EXCLUSIVELY THEREON.

I/WE AGREE TO THE ABOVE PARAGRAPH & CONDITIONS.
Buyer(s) Initial May 24, 2013

Buyer(s) to Initial

May 24, 2013

Page 1 of 5

Terms of the purchase of this home will be as follows:

- 1. One Thousand Dollars (\$1,000) to be paid in the form of a cashier's check or money order made payable to Royal Oak MHP Mobile Home Park on or before May 24, 2013.
- 2. You also agree that the above-mentioned deposit in the amount of <u>One Thousand Dollars</u> (1,000) will be deemed <u>nonrefundable</u> should you fail to complete this purchase/sales transaction. We will maintain this amount and it will <u>not be returned/refunded</u> should you fail to complete this purchase/sales transaction within 15 days of date of letter.
- 3. One Thousand Six Hundred Seventy-One Dollars and Forty-Two Cents (\$1,671.42) to be paid in the form of a cashier's check or money order made payable to Royal Oak MHP on or before May 29, 2013.

	Total	1,671.42
1	Title Transfer Fees	925.00
k	July 2013 Sewer	45.04
j	July 2013 Trash	20.80
i	July 2013 Rent	499.00
h	June 2013 Sewer	45.04
g	June 2013 Trash	20.80
f	June 2013 Rent	0.00
ę	May 2013 Sewer	45.04
d	May 2013 Trash	20.80
c	May 29-31, 2013 Rent	49.90
b	Security Deposit	0.00
а	Balance of Home Purchase or Down Payment	0.00

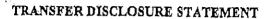
- 4. Balance of One Thousand Dollars (\$1,000) to be paid in monthly installment payments at twelve (12%) interest for a period of six (6) months. Approximate monthly payments are Three Hundred Forty-Five Dollars and Ten Cents (\$345.10).
- 5. Please sign the enclosed Power of Attorney, Statement of Facts regarding Carbon Monoxide, Statement of Facts regarding Smoke Detector/Water Heater Bracing and Multi-Purpose Transfer From

Buyer(s) to Initial

May 24 2013

Page 2 of 5

# EXHIBIT H



This Disclosure Statement concerns the Manufactured / Mobilehome located at
In the City of Davis County of Yolo State California
Described as Royal Oak MHP Net Size of Home 12X64
This is not a warrantee of any kind by the Registered Owner, Dealer, Salesperson. Park, or Park Employee or any persons representing any principal in this transaction, and is not a substitute for any inspections or warrantees the buyer or any principal may wish to obtain.
This Disclosure is in no way meant to amend or replace the Park Disclosure, Park Rules and Regulations, or the Mobilehome Residency Act, which related to the Mobilehome Park and Disclosure relates only to the specific home described herein and per the listing agreement.
The following are disclosures made by the registered owner, and are not the disclosures of the Mobilehome dealer salesperson, if any. This information is a disclosure and is not intended to be part of any contract between the buyer are seller or the dealer/salesperson.
TAKE NOTICE: The Park/Owner/ Salesperson/Agent/Seller does not know the condition of the Mobilehome and has conducted no investigation to determine its condition. Buyer assumes all risks in connection with the purchase of the Mobilehome and agrees to investigate and inspect to his satisfaction.  Buyer Initials  Buyer Initials
Buyer Initials Buyer Initials
TAKE NOTICE: The Park/Owner/Salesperson/Agent/Seller does not know the status of State/County/Local/HCD tax and buyer agrees to assume all responsibility for all taxes and registration fees due in the course of titling the Mobile Buyer Initials  Buyer Initials
TAKE NOTICE: The Buyer agrees that he/she will be responsible for all fees/fines/ taxes or other costs incurred in til this home with Housing and Community Development (HCD).  Proper lattice.
titling within twenty. (20) days as required by law  Buyer Initials  Buyer Initials  Buyer Initials
The seller is disclosing the following information with the knowledge that even though this is not a warrantee, the prospective buyer may rely upon this information in deciding whether and on what terms to purchase the subject home. Seller hereby authorized any dealer or Salesperson representing any principal in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale, lease with option to purchase, or transfer of this home.
Seller is is not X occupying the home.
The subject home has the following items checked below:
Range Oven Refrigerator Microwave Dishwasher Garbage Disposal
Washer Drvar Washer and Deven Wools Time
Storage Shed Carport Central Heating AC Cooling Evaporative Cooling (Swamp Cooler)
Carnet Window Covering (O. 11)
Barthquake Bracing Other Light fixtures Axels Tow Bars
Are there, to the best of the seller's knowledge, any of the above referenced items not in operating condition?  No. X Yes If yes, explain
Note: SELLER HAS DONE NO INSPECTIONS OF THE HOME OR THE ABOVE REFERENCED ITEMS, AND THE HOME IS SOLD  "AS-IS", NO WARANTEES OR GUARANTEES.  Buyer Initials  Buyer Initials



PROMI	SSORY NOTE AND DISCLOSUI	RE STATEMENT
ROWER'S NAME AND ADDRESS	LENDER'S NAME AND ADDRESS	Park name and Space Royal Oak MC
W U	Royal Oak Manufactured Community	Start date November 1, 2013
A RESIDENCE OF THE PROPERTY OF	320 N. Park Vista St	Maturity February 1, 2016
	Anaheim, CA 92806	Total Price of Home\$10,000,00
Davis, CA 95618		Down Payment\$2.000.00
		Amount Financed \$8,000.00
with interest thereon at the rate of 12% per a INTEREST shall be computed as SIMPLE D first to interest due, second to other charges of FINANCE CHARGE: The following discloss will incur greater finance charges.  "AGREEMENT": means this PROMISSORY "SECURITY AGREEMENT" means the Sec HOMEOWNER INSURANCE POLICY: me BENEFICIARY: means the holder of the not FINANCE CHARGE (The dollar amount the AMOUNT: FINANCED (the amount of chastie and the part of the finance of the part of	nnum on the unpaid balance, (hereinafter "Note rate DAILY INTERES" (on the basis of a 365-day year a due, and the balance to unpaid principal, ure statement assures payments are paid exactly on Y NOTE AND DISCLOSURE STATEMENT, carity Agreement (Specific Personal Property) cans fire and liability insurance on the home, te will be named beneficiary on the Homeowner Institute of Borrower's credit as a yearly rate: 12% e credit will cost Porrower): \$ 1.211.87 redit provided Borrower on Borrower's behalf) \$ 100.000 pt 100.000 p	and actual days elapsed). Payments received shall be applied the due date each month. Payments made after the due date surance Policy  RE STATEMENT  8,000.00
TOTAL PAYMENTS (The amount Borrow BORROWER'S PAYMENT SCHEDULE V	ver will have paid, after Borrower has made all payr VILL BE:	6
When payments are due: First of [x] Security: Borrower is giving lenders  The collateral shall be located at	(Length and Width	ome) 1999 h) 14X60 ) LBA4578 (Hereafter called "collateral")
payment that is returned or dishonored for any r PREPAYMENT: If Borrower pays off early, ASSIGNMENT: The Collateral may not be s INSURANCE: At all times, the Borrower will	teason by Borrower's bank. Borrower will not have to pay a penalty. Borrower wi old, rented, leased, or assigned penalties without Lendt	and liability policy for the entire amount of the above load with
	ITEMIZATION OF AMOUNT FINA	ANCED
<del>-</del>		Б
	***************************************	
Motor Vehicles and therefore Borrower we By signing below, Borrower acknowledges person signs below, Borrower's liability in THE PROMISES, STATEMENTS, AND PROVIDE BUILDING UPON BORROWER. THE TERM	ower agrees that Lender may obtain Borrower's mo aives his or her rights under Vehicle code Section I is that Borrower has received and read a copy of the inder this AGREEMENT is joint and several.  SIONS IN THIS PROMISSORY NOTE DISCLOSURE STAMS AND CONDITIONS ARE INCORPORATED AS PART	officials(s) (i.e. HCD and County Tax Collector) to transfer st current residence address as needed from the Department 808.21.  Agreement. Borrower agrees to its terms if more than one TEMENT CREATE IMPORTANT LEGAL OBLIGATIONS THAT WOULD THIS AGREEMENT. READ IT CAREFULLY BEFORE SIGNIFICAL PROPERTY) AND AGREES TO ALL OF THE TERMS CONT.
THEREIN. THE BORROWER/BUYER HAS A THEREIN, INCLUDING THE "AS-IS, NO WAR	LISO READ AND RECEIVED THE TRANSFER DISCLE LANTERS, OR GUARANTEE CONDITIONS OF THE COLL	DEURE STATEMENT, AND AGREES TO THE TERMS CONTAIN
his/her name below.	Borrower's Print Name	$\frac{10-26-13}{\text{Date}}$
Borrower's Signature	Borrower's Print Name	10-26-13 Date

[ ] Lender copy

[ ] Customer/Borrower copy

#### RANSFER DISCLOSURE STATEMENT, PAGE TWO (2)

AND/OR INSPECTION OF THE HOME. THE REGISTERED OWNER/SELLER/PARK HAS DONE NO INSPECTIONS AND THE HOME IS SOLD "AS-IS", NO WARANTEES OR GUARANTEES.  I/WE (Purchaser/Buyer) acknowledge receipt of a copy of this Statement:  Date: 10-26-/3  Purchaser/Buyer Date:  Purchaser/Buyer Date:  I/We (Purchaser/Buyer) ACCEPT this home/ property AS PRESENTED IN A "AS-IS" CONDITION, AND UNDERSTAND THE SELLER HAS DONE NO INSPECTIONS, AND EXPECT NO WARANTEES OR GUARANTEES	Are you the Seller, aware of any defects/ malfunctions in any of the following? appropriate spaces.	No X Yes If yes, check the
Note: Seller has done no ispections of the home or the above referenced items, and the home is sold "ax-is", no warantees or guarantees.  Euyer Initials  Buyer Initials  Buye	Doors Piers/support devices/ earthquake bracing Slab F Skirting Steps Decking Electrical system heating	oundation system Driveway
Note: Seller has done no ispections of the home or the above referenced items, and the home is sold "as-is", no warantees or guarantees.  Buyer Initials  The Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.  Registered Owner/Seller  Date:  Date:  Date:  LYME NOTICE: THE REGISTERED OWNER/SELLER/PARK RECOMMENDS THE BUYER OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTION OF THE HOME. THE REGISTERED OWNER/SELLER/PARK HAS DONE NO INSPECTIONS AND THE HOME IS SOLD "AS-IS", NO WARANTEES OR GUARANTEES.  LYWE (Purchaser/Buyer) acknowledge receipt of a copy of this Statement:  Purchaser/Buyer  Date:  Date:  Date:  Date:  LYWE (Purchaser/Buyer) ACCEPT this home/ property AS PRESENTED IN A "AS-IS" CONDITION, AND UNDERSTAND THE SELLER HAS DONE NO INSPECTIONS, AND EXPECT NO WARANTEES OR GUARANTEES		
Buyer Initials  Buyer Initials		
Registered Owner/Seller    Date:   Dat	no warantees or guarantees.	, 1
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Purchaser/Buyer Date:    Date:	AND/OR DISPECTION OF THE HOME. THE REGISTERED OWNER/SELLER/P	THE BUYER OBTAIN PROFESSIONAL ADVICE ARK HAS DONE NO INSPECTIONS AND THE
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Purchaser/Buyer	Purchaser/Buyer X Words	Date: 10-26-13
I/We (Purchaser/Buyer) ACCEPT this home/ property AS PRESENTED IN A "AS-IS" CONDITION, AND UNDERSTAND THE SELLER HAS DONE NO INSPECTIONS, AND EXPECT NO WARANTEES OR GUARANTEES	Purchaser/Buyer X Thuy Mustu	Date:
I/We (Purchaser/Buyer) ACCEPT this home/ property AS PRESENTED IN A "AS-IS" CONDITION, AND UNDERSTAND THE SELLER HAS DONE NO INSPECTIONS, AND EXPECT NO WARANTEES OR GUARANTEES	Purchaser/Buyer	Date:
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Date: 10	Purchaser/Buyer X Profit	Date: 10-26-13
Purchaser/Buyer A Madellatu Date:	Purchaser/Buyer K Muddhatu	Date:
Purchaser/Buyer Date:	Purchaser/Buyer	Date:

\*\* NOTE: Seller is not required to fix/repair any items on the attached lists because the home is sold "as-is" with no warrantees or guarantees.

# EXHIBIT I

#### TRANSFER DISCLOSURE STATEMENT

This Disclosure Statement concerns the Manufactured / Mobilehome located at
In the City of Davis County of Yolo State California
Described as Royal Oak MHP Net Size of Home 10X48
This is not a warrantee of any kind by the Registered Owner, Dealer, Salesperson, Park, or Park Employee or any persons representing any principal in this transaction, and is not a substitute for any inspections or warrantees the buyer or any principal may wish to obtain.
This Disclosure is in no way meant to amend or replace the Park Disclosure, Park Rules and Regulations, or the Mobilehome Residency Act, which related to the Mobilehome Park and Disclosure relates only to the specific home described herein and per the listing agreement.
The following are disclosures made by the registered owner, and are not the disclosures of the Mobilehome dealer or salesperson, if any. This information is a disclosure and is not intended to be part of any contract between the buyer and seller or the dealer/salesperson.
TAKE NOTICE: The Park/Owner/ Salesperson/Agent/Seller does not know the condition of the Mobilehome and has conducted no investigation to determine its condition. Buyer assumes all risks in connection with the purchase of the Mobilehome and agrees to investigate and inspect to his satisfaction.  **Def Big Buyer Initials**  Buyer Initials**  Buyer Initials**
TAKE NOTICE: The Park/Owner/Salesperson/Agent/Seller does not know the status of State/County/Local/HCD taxes due and buyer agrees to assume all responsibility for all taxes and registration fees due in the course of titling the Mobilehome.  Buyer Initials  Buyer Initials  Buyer Initials
TAKE NOTICE: The Buyer agrees that he/she will be responsible for all fees/fines/ taxes or other costs incurred in titling this home with Housing and Community Development (HCD), and will begin the process of titling within twenty. (20) days as required by law.  Buyer Initials  Buyer Initials  Buyer Initials
The seller is disclosing the following information with the knowledge that even though this is not a warrantee, the prospective buyer may rely upon this information in deciding whether and on what terms to purchase the subject home. Seller hereby authorized any dealer or Salesperson representing any principal in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale, lease with option to purchase, or transfer of this home.
Seller is is not X occupying the home.
The subject home has the following items checked below:
RangeOvenRefrigeratorMicrowaveDishwasherGarbage Disposal
Are there, to the best of the seller's knowledge, any of the above referenced items not in operating condition?  No_XYes
Note: SELLER HAS DONE NO INSPECTIONS OF THE HOME OR THE ABOVE REFERENCED ITEMS, AND THE HOME IS SOLD "AS-IS", NO WARANTEES OR GUARANTEES. Buyer Initials Buyer Initials Buyer Initials

#### ANSFER DISCLOSURE STATEMENT, PAGE TWO (2)

propriate spaces.	Forterior Walle Insulation Roof Windows
erior Walls Ceilings Floors	Exterior waris
Diers/support devices/ earthqual	ke bracing Slab Foundation system
irting Steps Decking	Electrical systemnoating of the conditions
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es to any of the above, explain:	
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warantees or guarantees.	A CALCEL
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	erein is true and correct to the best of the Seller's knowledge as of the da
he Seller certifies that the information in gned by the Seller.	
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egistered Owner/Seller	Date.
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<sup>\*\*</sup> NOTE: Seller is not required to fix/repair any items on the attached lists because the home is sold "as-is" with no warrantees or guarantees.

# EXHIBIT J

#### TRANSFER DISCLOSURE STATEMENT

This Disclosure St	atement conc	erns the Manuf	actured / Mobileh	ome located at			<u> </u>	
in the City of	Davis	Cou	inty of <u>Yolo</u>		State_	California		
Described as <u>Ro</u>	yal Oak MHI	Net Size	of Home <u>10X4</u>	<u>8</u> , ·		•		
This is not a warra representing any p principal may wish	rincipal in th	ind-by-the-Regi is transaction, a	istered-Owner, De und is not a substit	aler, Salesperson. ute for any inspec	Park, o tions or	r-Park Employe warrantees the	e-or-any-perso buyer or any	ns
This Disclosure is Mobilehome Resid described herein a	lency Act, wi	hich related to t	the Mobilehome P	Disclosure, Park ark and Disclosure	Rules a relates	nd Regulations, s only to the spe	or the cific home	
The following are salesperson, if any seller or the dealer	disclosures This inform salesperson	made by the r nation is a disc	egistered owner, losure and is not	and are not the d intended to be par	isclosur t of an	res of the Mob y contract betw	ilehome deale een the buyer	r or and
TAKE NOTICE: The conducted no inve	stigation to d	letermine its co	ndition. Buyer ass	sumes all risks in c	onnecti	ion with the pur		
	B. 000 to Hite	bugute and maj	3000 to 1113 Battistat	Buyer Initia	ls A	Buyer Initials	Buyer Initial	s
TAKE NOTICE: The and buyer agrees to Buyer Initials	ne Park/Own o assume all <b>X CUC B</b> Buyer Initia	responsibility	for all taxes and re	egistration fees due	in the	ate/County/Loc course of titling	the Mobileho	due me.
this home with He days as required to The seller is disclusive buyer	ousing and Coy law. Buyer  Osing the following rely up	onmunity Dev Initials Bu	elopment (HCD), uyer Initials  H  tion with the know the ciding with the cidin	e for all fees/fines and will begin the uyer Initials wledge that even the	proces  nough to	s of titling with	in twenty . (20	
Seller hereby autistatement to any transfer of this he	norized any operson or ent ome.	ealer or Salesp ity in connection	erson representing on with any actual	g any principal in t or anticipated sale	his tran	saction to provi	de a copy of t	ais
Seller is The subject hon				ne.				
Washer Di Storage Shed Carpet	yer V Carport_ Window Cov	Vasher and Dry Central He erings	er Hook UpsAC C Ceiling Fans	Dishwash StepsI CoolingEvapLight fixtures	Deck_ orative	Porch Cooling (Swan	F R ap Cooler) ow Bars	
Are there, to the	best of the s	eller's knowled If yes, exp	lge, any of the abo	ove referenced item	ns not i	n operating con	dition?	
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Note: SELLER I	HAS DONE NO RANTEES OR	INSPECTIONS ( GUARANTEES.	OF THE HOME OR	THE ABOVE REFER	ENCED	TTEMS, AND TH	E HOME IS SO	ĹĎ

#### ...RANSFER DISCLOSURE STATEMENT, PAGE TWO (2)

propriate spaces.				
Piers/support dev	Floors Exterior Vices/ earthquake bracing cking Electrical system	SlabFou	tionRoof_ ndation system air conditioning	Windows
yes to any of the above, explai	n:			
ote: Seller has done no ispe o warantees or guarantees.	Buyer minais Bayer in	1141414 Pail 41 x11.	1 No. 2 1 1	•
he Seller certifies that the ingued by the Seller.  egistered Owner/Seller	aformation herein is true an	d correct to the be	st of the Seller's k	<i>i</i> 1
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<sup>\*\*</sup> NOTE: Seller is not required to fix/repair any items on the attached lists because the home is sold "as-is" with no warrantees or guarantees.

August 12, 2013

Re:

Offer to Purchase Mobile Home located at Royal Oak Mobile Home Community

500 Artis Lane, Space Davis, CA 95618

Decal: LBD1280

Dear Mr. Oggan and Ms. E

We have received your offer of One Thousand Dollars (\$1,000) to purchase the above home situated at Space located at Royal Oak MHP ("Park"). We accept your offer of One Thousand Dollars (\$1,000) for this home and it will be allowed to remain onsite. Please be advised that said purchase will be "As Is", which includes but not limited to liens, encumbrances or fees/taxes owing with regards title and/or registration known or unknown. Our acceptance is contingent on park approval for tenancy, which must be completed within 15 days of date of letter.

THE FOLLOWING NOTICE IS ACCORDINGLY PROVIDED TO THE BUYER PRIOR TO SALE:

- (A) THE MOBILEHOME, ACCESSORY STRUCTURES, APPLIANCES AND EQUIPMENT ARE BEING SOLD ON AN "AS IS" OR "WITH ALL FAULTS" BASIS.
- (B) THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MOBILEHOME, ACCESSORY STRUCTURES, APPLIANCES AND EQUIPMENT IS WITH THE BUYER.
- (C) SHOULD THE MOBILEHOME, ACCESSORY STRUCTURES, APPLIANCES AND EQUIPMENT PROVE DEFECTIVE FOLLOWING THEIR PURCHASE, THE BUYER AND NOT THE MANUFACTURER, DISTRIBUTOR, OR RETAILER ASSUMES THE ENTIRE COST OF ALL-NECESSARY SERVICING OR REPAIR. EVERY SALE OF GOODS ON AN "AS IS" OR "WITH ALL FAULTS" BASIS, MADE IN COMPLIANCE WITH THE APPLICABLE LAW SHALL CONSTITUTE A WAIVER BY THE BUYER OF THE IMPLIED WARRANTY OF MERCHANTABILITY AND, WHERE APPLICABLE, OF THE IMPLIED WARRANTY OF FITNESS.

A MATERIAL INDUCEMENT FOR SELLER ENTERING INTO THIS AGREEMENT IS THE FOREGOING RECITAL AND ACKNOWLEDGMENT; BUYER REPRESENTS AND COVENANTS TO FULLY AND COMPLETELY INSPECT AND INDEPENDENTLY INVESTIGATE THE MOBILEHOME AND ALL ACCESSORY STRUCTURES AND

Buyer(s) to Initial 1, August 12, 2013

PAGE 1 of 5

EQUIPMENT UPON THE SPACE TO HIS/HER/THEIR AND AGENT'S FULL AND COMPLETE SATISFACTION AND RELY EXCLUSIVELY THEREON.

I/WE AGREE TO THE	ABOYE PAR	AGRAPH	& CO	NDITIO	NS.
Buyer(s) Initial		August _			

- 1. One Thousand Dollars (\$1,000) to be paid in the form of a cashier's check or money order made payable to Royal Oak MHP Mobile Home Park on or before August 14, 2013.
- 2. You also agree that the above-mentioned deposit in the amount of <u>One Thousand Dollars</u> (1,000) will be deemed <u>nonrefundable</u> should you fail to complete this purchase/sales transaction. We will maintain this amount and it will <u>not be returned/refunded</u> should you fail to complete this purchase/sales transaction within 15 days of date of letter.
- 3. One Thousand One Hundred One Dollars and Ninety-Six Cents (\$1,101.96) to be paid in the form of a cashier's check or money order made payable to Royal Oak MHP on or before August 15, 2013.

a.	Down Payment	0.00
b.	Security Deposit	0.00
c.	August 15-31, 2013	282.77
d.	August 2013 Sewer	44.70
e.	August 2013 Trash	23.60
f.	September 2013 Rent	0.00
g.	September 2013 Sewer	44.70
h.	September 2013 Trash	23.60
1.	Title Transfer Fees	432.59
j.	Processing Fee	250.00
	Total	* 1,101.96

<sup>\*</sup>The utility provider has yet to bill for September 2013 therefore the above charges are merely estimates based on the current rates. Once we are in receipt of actually charges the Park will make adjustments to your account accordingly.

4. Four Hundred and Forty-Six Dollars (\$446) to be paid in the form of a cashier's check or money order made payable to Housing Community and Development with notation of the decal number written on the memo section of the check on or before August 15, 2013.

a.	Transfer Fee	35.00
b.	Mobilehome Recovery Fund Fee	10.00
c.	Registration Fee	23.00
d.	Park Purchase Fee	5.00
e.	Lien Registration Fee	25.00

Buyer(s) to Initial $h$	R	August	<u>a</u> , 2013
CHEBE.	Page 2 of 5		•

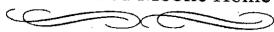
f.	Duplicate Title Fee	25,00
g.	Duplicate Registration Card Fee	25.00
h.	Double Transfer Fee	148,00
i.	Administration Fee	150.00
	Estimated Total	\$446.00

- 5. Please sign the enclosed Power of Attorney, Statement of Facts regarding Carbon Monoxide, Statement of Facts regarding Smoke Detector/Water Heater Bracing and Multi-Purpose Transfer From where indicated and return original to the Park Manager.
- 6. Please make your designation of a Co-Owner below:

	Designation	
-		Print Names of Co-Owners
	Non-Applicable. No Co-Owner(s).	
	JTRS (Joint Tenants with Right of Survivorship); Upon the death of	La J. R
	joint tenant, the interest of the deceased party passes to the surviving	MCCE. B
	joint tenant. The signature of each joint tenant is required to transfer	
	or encumber the title.	'
	TENCOM AND (Tenants in Common with the names jointed by the	
	word AND); Each tenant in common may transfer his or her	
	individual interest without the signature of the other tenants(s) in	
	common. The signature of each tenant in common is required to	
	transfer full interest in the unit to a new registered owner or to	·
1	encumber the title.	
	TENCOM OR (Tenants in Common with the names joined by the	
	word OR); Any one of the tenants in common may transfer full	
	ownership interest in the unit to a new registered owner without the	
	signature of the other tangents(s) in some and The	
	signature of the other tenants(s) in common. The signature of each	
-	tenant in common is required to encumber the title.	
	COMPRO (Community Property); A unit may be registered as	
	community property in the names of a husband and wife. The	
	signature of each spouse is required to transfer full interest in the unit	
	or encumber the title.	
	COMPRORS (Community Property with Right of Survivorship); A	
	unit may be registered as community property in the names of a	
	husband and wife. At the death of one spouse, the decedent's	
	community property interest passes to the surviving spouse without	
	administration. The signature of each spouse is required to transfer	
	full interest in the unit or encumber the title.	
		l

7. Provide proof of home transfer/ownership within twenty (20) days from the date you enter into a rental agreement with the Park or no later than <u>September 5, 2013.</u>

Buyer(s) to Initial _	L,R.	August <u>12</u> , 2013
eME BE	Page 3 of 5	



- 8. Provide proof of homeowners insurance within twenty (20) days from the date you enter into a rental agreement with the Park or no later than <u>September 5, 2013.</u>
- 9. Should additional taxes/fees be due and owing please provide proof that any and all taxes/fees assessed by the State, City or Local Agencies are paid within twenty (20) days from the date you enter into a rental agreement with the Park.
- 10. You further agree to bring the home (interior and exterior) to full Park and Health & Safety standard/compliance to be completed within sixty (60) days (see exception to due dates below, these items must be completed on August 15, 2013) from the date buyer takes possession of the home or no later than October 15, 2013. Including but not limited to the following:
- a. power wash home and shed
- b. paint home and shed a park approved color
- c. install and maintain park approved landscaping, including but limited to removing weeds, trimming trees, plants, hedges, bushes, vines, or flowers
- d. replace/repair skirting and siding where missing or damaged
- e. replace/repair windows, window thresholds and windows screens where missing or damaged
- f. install rain gutters where missing or damaged
- g. remove all trash and debris around home site
- h. remove all trash and debris from underneath the home
- i. remove any and all TV antennas
- j. relocate any and all satellite dishes to rear of home
- k. repair/install/recover steps, decks, porch and handrails where damaged or missing
- l. repair flooring inside home where necessary
- m. repair interior walls in home where necessary
- n. paint interior of home if necessary
- o. repair roof and ceiling where damaged
- p. remove all non-permitted items, including but not limited to pet housing
- q. remove all non-permitted and unlawful room additions
- r. install steps and handrails at all doorways
- s. install handrails at all exterior door ways
- t. \*install smoke detector by August 15, 2013
- u. \*install carbon monoxide by August 15, 2013
- v. \*brace water heater by August 15, 2013

Buyer(s) to Initial \( \lambda \). August \( \lambda \), 2013

elle BE Page 4 of 5

If above terms are acceptable please sign below acknowledging your agreement of same.

Thank you,

723

Vice President of Sales Royal Oak MHP

I/We, Last J. Read Command Manne E. Base and Fall E. Base and accept the above terms. I/We further acknowledge that I/we have inspected the home to my/our satisfaction and understand that the home is sold "as is". Additionally I/we agree to cure/pay any and all taxes, fees and/or liens within twenty (20) days from the date I/we purchase the above-mentioned home.

Dated: August 12, 2013

La J. R. C

Dated: August \2, 2013

e Composition of the Compositio

Buyer(s) to Initial

以来,

August 12 , 2013

ed EBE

Page 5 of 5

# EXHIBIT K

Royal Oak Manufactured Community 320 N. Park Vista St Anaheim, CA 92806

#### USED MOBILEHOME SALES CONTRACT

1. This sale agreement (bill of sale) is entered into th	is date, March 7, 2014 by the seller(s):
Royal Oak Manufactured Community	and the "buyer" or nominee / assignee of the buyer:
("seller") C A A A A A A A A A A A A A A A A A A A	with reference to the following described mobilehome:
("buyer") MOBILI	EHOME IDENTIFICATION
Make/Model of Mobilehome: FAQUA CHA	LLENGER Year of Manufacture: 1971
Serial/VIN#: <u>S7296U/X</u> Decal/License#: <u>AF</u>	<u> 3B6427 Insignia #: N/A Size: 24X60 </u>
March 7, 2014, seller agrees to sell and buyer agrees all rights, title and interest in and to the above descriand registration of the mobilehome and shall do so Oak MHP, 500 Artis Lane, Davis, CA 95618 and s written approval. Buyer shall be responsible for all	red Seventy-One Dollars (\$23,671.00) is to be paid to seller no later than to purchase seller's interest and seller shall accordingly transfer and deliver bed mobilehome to buyer. Buyer shall have the responsibility for the titling if the mobilehome remains on space ("space") at Royal hall not remove or relocate from that address without Management's ill charges for titling and registration including payment of any taxes, fees or mount (including any overdue taxes/fees) and going forward.
(Complete if applicable)A down payment of Five 1 of the purchase price of Twenty-Three Thousand S refundable.	Thousand Dollars (\$5,000.00) shall be paid, pending payment of the balance lix Hundred Seventy-One Dollars (\$23,671.00). This down payment is non-
FAULTS." THIS PROVISION IS IN LIE WARRANTIES, EXPRESS OR IMPLI	SALE OF THE MOBILEHOME IS "AS IS, WHERE IS, WITH ALL OF ALL WARRANTIES EXPRESS OR IMPLIED. THERE ARE NO ED, MADE BY SELLER AS TO THE QUALITY, CONDITION, NESS FOR USE OF THE MOBILEHOME. SELLER IS NOT IN THE
THE FOLLOWING NOTICE IS ACCORDINGLY	PROVIDED TO THE BUYER PRIOR TO SALE:
(1) THE MOBILEHOME, ACCESSORY STRUC "AS IS" OR "WITH ALL FAULTS" BASIS.	TURES, APPLIANCES AND EQUIPMENT ARE BEING SOLD ON AN
(2) THE ENTIRE RISK AS TO THE QUALISTRUCTURES, APPLIANCES AND EQUIPMEN	TY AND PERFORMANCE OF THE MOBILEHOME, ACCESSORY IS WITH THE BUYER.
DEFECTIVE FOLLOWING THEIR DISTRIBUTOR, OR RETAILER ASSU REPAIR, EVERY SALE OF GOODS COMPLIANCE WITH THE APPLICABLE LAW	CESSORY STRUCTURES, APPLIANCES AND EQUIPMENT PROVE PURCHASE, THE BUYER AND NOT THE MANUFACTURER, IMES THE ENTIRE COST OF ALL-NECESSARY SERVICING OR ON AN "AS IS" OR "WITH ALL FAULTS" BASIS, MADE IN SHALL CONSTITUTE A WAIVER BY THE BUYER OF THE IMPLIED THERE APPLICABLE, OF THE IMPLIED WARRANTY OF FITNESS.
AND ACKNOWLEDGMENT; BUYER REPRESAND INDEPENDENTLY INVESTIGATE TO	INTERING INTO THIS AGREEMENT IS THE FOREGOING RECITAL SENTS AND COVENANTS TO FULLY AND COMPLETELY INSPECT IE MOBILEHOME AND ALL ACCESSORY STRUCTURES AND THEIR AND AGENT'S FULL AND COMPLETE SATISFACTION AND
I/WE AGREE TO THE ABOVE PARAGRAPH	I. Initials of buyer(s) here: OXTF OXMFO
understands and agrees that it is the Buyer's indep the existence of any defects in the mobilehome un notwithstanding the foregoing, acknowledged to the the requirements of the Health and Safety Code,	defects, known or suspected, which exist as to the mobilehome. Buyer endent duty to exercise due diligence for full inspection of the conditions and nit itself. Sale of the mobilehome in the condition existing at time of sale is, be in compliance with all California laws and regulations and consistent with including but not limited to the Mobilehome Parks Act and its implementing in compliance with all applicable codes and regulations while on the "space."

- 4.b. Seller requires that Buyer undertake the assistance of skilled professionals to undertake the duty of inspection of the mobilehome unit and all other property described above purchased under this contract of sale. Buyer acknowledges the duty to make full inspection of all conditions, quality, merchantability, utility, value and fitness for use. Seller expressly excludes all matter express and implied of all other types and descriptions in lieu of this paragraph.
- satisfaction, or other factor regarding the mobilehome. Buyer understands there is no warranty or assurance of any kind regarding the life expectancy, maintenance, repairs, condition, serviceability, or appearance of the mobilehome, its value or any equipment, appliance, fixtures, porches, awnings, water heaters, ventilation, plumbing, electrical, heating, or other aspect of the mobilehome, now or in the future. Such aspects of the mobilehome may or will fail, prove or be defective, or otherwise unsatisfactory: Buyer takes full and exclusive responsibility therefore.

#### I/WE AGREE TO THE ABOVE PARAGRAPH. Initials of buyer(s) here: OXIF OXMZ O

- 5. ATTORNEY-IN-FACT: Seller appoints buyer, as its attorney-in-fact to do any act or pursue any action necessary and appropriate to effectuate and implement this agreement.
- 6. INSURANCE: Seller requires Buyer to obtain liability insurance on the mobilehome as of the date of sale for liability such as for fire, flood, casualty loss and damage.
- 7.a. Pursuant to California Health and Safety Code 18099.5, (a) Except as otherwise provided in subdivision (b), no person shall move, permit to be moved, or cause to be moved, any manufactured home, mobilehome, or floating home from the situs indicated on the registration card, without first obtaining the written consent of the legal owner and of each junior lienholder, if any. The written consent shall be obtained on forms approved by the department. In the event that there is no legal owner and no junior lienholder, the registered owner shall complete the written consent form. The original copy of each written consent form shall accompany the manufactured home, mobilehome, or floating home to its new situs in lieu of a registration card.
- 7.b. If the person proposing to move a manufactured home, mobilehome, or floating home required to be registered under this part shall have requested the consent required by subdivision (a) delivered to a secured party or mailed to such person by certified mail, return receipt requested, and the secured party has within 30 days neither given nor withheld its consent, the person proposing to move the manufactured home, mobilehome, or floating home shall notify the department on a form approved by the department of such event and a copy of such form shall accompany the manufactured home, mobilehome, or sting home to its new situs.
- .. MISCELLANEOUS: Seller and Buyer will execute any additional agreements, escrow instructions, assignments or documents that may be deemed necessary or advisable to effectuate the purpose of this agreement. The provisions of this bill of sale are hereby made applicable to and shall inure to the benefit of the seller's successors and assigns and binds all parties' heirs, legatees, devisees, administrators, executors and personal representatives. In any claim, which arises under this agreement, venue shall be in the County in which the mobilehome is located. This agreement may be executed in counterparts, the totality of which shall be but one agreement. This Agreement and the documents referred to herein constitute the entire Agreement between Resident and Owner pertaining to the subject matter contained herein and supersede all prior and contemporaneous agreements, representations and understandings of the parties whether written or oral.
- 9. BUYER AGREES TO MAINTAIN A SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR IN OPERABLE CONDITION WITHIN THE MOBILEHOME.
- 10. RISK OF LOSS: If the mobilehome is materially damaged or destroyed at any time during the performance of this agreement, Buyer agrees that its duty to complete the purchase and the assignment of the rental agreement shall remain in force and effect. In the event of nonperformance, seller shall be entitled to retain any down payment or deposit made to the extent allowed by law; if the sale is not completed, buyer(s) shall not become a mobilehome tenant nor apply for a mobilehome tenancy in accordance with Civil Code section 798, et seq.
- 11. ATTORNEY'S FEES: In the event of any dispute arising pursuant to this agreement, the prevailing party will be entitled to its attorney's fees and costs.
- 12. ALTERNATE DISPUTE RESOLUTION PROCESS (OPTIONAL): "DISPUTE" INCLUDES CLAIMS, DEMANDS, SUITS, AND DEFAULTS. THIS CLAUSE SHALL NOT APPLY IN THE EVENT OF A DEFAULT IN PAYMENT OF A CONDITIONAL SALE CONTRACT (INCLUDING ALL REMEDIES RELATED THERETO INCLUSIVE OF FORECLOSURE, EVICTION, RESTITUTION OF POSSESSION AND MONIES OWED). THIS CLAUSE DOES APPLY TO INJURIES, DAMAGES, DEFECTS, CONDITION AND OPERATION OF THE PROPERTY SOLD, WHETHER RESULTING IN ANY PART FROM NEGLIGENCE OR INTENTIONAL MISCONDUCT; BUSINESS ADMINISTRATION OR PRACTICES OR OPERATIONS; PUNITIVE DAMAGE AND CLASS ACTION CLAIMS. DISPUTES COVERED BY THIS AGREEMENT WILL BE SUBJECT TO SPERENCE AS PROVIDED BY CODE OF CIVIL PROCEDURE §§ 638, ET SEQ. FIRST THE PARTIES SHALL ATTEMPT OF MEDIATE IN GOOD FAITH. A WRITTEN DEMAND SHALL BE SERVED IN THE EVENT OF A DISPUTE, DESCRIBING THE DISPUTE. THE PARTIES SHALL MEDIATE WITHIN 60 DAYS, AND THE MATTER SHALL BE SUBJECT TO REFERENCE IF THE DISPUTE IS NOT RESOLVED BY MEDIATION. THE MEDIATOR SHALL BE A RETIRED JUDGE

FROM THE JUDICIAL ARBITRATION OR MEDIATION SERVICE, INC. ("JAMS") EACH SIDE PAYING HALF OF THE FEES FOR A ONE-HALF DAY MEDIATION.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING 'IT OF THE MATTERS INCLUDED IN THE "ALTERNATE DISPUTE RESOLUTION PROCESS" PROVISION CIDED BY REFERENCE AS PROVIDED BY CALIFORNIA LAW, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A JURY TRIAL. YOUR AGREEMENT TO THIS ALTERNATE DISPUTE RESOLUTION PROCESS IS VOLUNTARY. WE AND YOU HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ALTERNATE DISPUTE RESOLUTION PROCESS" PROVISIONS TO NEUTRAL "REFERENCE" AS PROVIDED ABOVE.

I/WE ACKNOWLEDGE HAVING READ THE ABOVE "ALTERNATE DISPUTE RESOLUTION PROCESS" PROVISIONS AND AGREE TO COMPLY THEREWITH.

Initials of honor(s): OYTE OY MZ O

(NOTE: This paragraph 13 does not apply unless both parties have initialed in the spaces provided)
13. DUTY TO INSPECT FOR MOLD: Resident agrees that prior to taking possession of the mobilehome on completion of
sale, a home warranty inspection shall be conducted by buyer at buyer's expense in order to investigate the conditions of the
mobilehome including the presence of any mold. If buyer discovers the presence of any mold, it shall be the immediate duty of
the buyer to re-mediate and remove any such discovered mold. Buyer shall thereafter at reasonable and recommended intervals
cause to be made further periodic inspections, as necessary and appropriate, in order to ensure that the mobilehome shall be kept
free of any mold. Buyer assumes all risk that any mold is present in or about the mobilehome at time of purchase. Buyer
therefore agrees to indemnify, defend and hold management, owner and all agents and employees free and harmless from any
claim, demand, suit, action, or liability (personal or bodily injury or property damage to any person or thing) caused or claimed
to be caused by mold in, about or under a mobilehome or any accessory structure equipment, appliance or other property, or
upon the homesite. Since management may not enter the mobilehome except under the circumstances allowed by the
Mobilehome Residency Law, Resident further warrants that the mobilehome is under the exclusive control of the Resident and
that management has no duties respecting prevention or treatment of mold within the mobilehome. If the occurrence of mold is
observed by the management and resident fails to properly re-mediate such condition, management may but has no duty to
proceed with any available remedy to cause resident to do so.
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14. RELEASE AND INDEMNIFICATION: The Buyer(s) agree to indemnify, defend and save Seller and its agents, employees, representatives, attorneys, partners and family members, free and harmless from any and all claims, demands, ections, causes of action, suits, judgments, liens, legal or administrative proceedings, losses, damages, costs, expenses including t not limited to attorney's fees, expert and investigation fees (from the first notice that any claim or demand is to be made or ay be made) and the provision of a defense for Seller which may be asserted against or incurred or suffered by Seller from time to time by reason of or in connection with this agreement, sale, operation of the park, management of the Park.

The provisions of this Section shall survive the termination of this agreement for any event occurring prior to the termination. IN FURTHER CONSIDERATION OF THE BELOW MARKET PRICE PAID BY BUYER FOR THE MOBILEHOME, BUYER AND FOR ALL MEMBERS OF THE HOUSEHOLD ARE FULLY AND FOREVER RELEASING THE SELLER FROM ANY AND ALL CLAIMS, SUITS, DISPUTES, DAMAGES AND LIABILITIES RELATING TO THE SALE OF THE MOBILEHOME, AND ALL PATENT AND LATENT DEFECTS THEREIN. BUYERS ALSO INTEND THAT ALL OF BUYERS' RIGHTS AND CLAIMS UNDER \$1542 OF THE CIVIL CODE ARE EXPRESSLY WAIVED AND RELEASED.

CIVIL CODE §1542 PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

#### UNDERSTOOD AND AGREED THIS DAY:

Initials of seller: O

Buyer's Signature	Print Name	3/7/14 Date
Buyer's Signature	Print Name	3/7/14 Date
Buyer's Signature	Print Name	Date
Seller's Signature	3/x/(4 Date	•
Please initial here:	MOBILEHOME SALES CONTRACT	Page

# EXHIBIT L

West's Annotated California Codes
CivilCode(Refs & Annos)

Division 2. Property (Refs & Annos)

Part 4. Acquisition of Property

Title 4. Transfer

Chapter 2. Transfer of Real Property

Article 1.5. Disclosures upon Transfer of Residential Property (Refs & Annos)

West's Ann.Cal.Civ.Code § 1102.6

§ 1102.6. Disclosure form

Effective: January 1, 2015 Currentness

(a) The disclosures required by this article pertaining to the property proposed to be transferred are set forth in, and shall be made on a copy of, the following disclosure form:

#### REAL ESTATE TRANSFER DISCLOSURE STATEMENT

STUATEDINTHECTY OF	COUNTYOF	.STATEGE
CALIFORNIA, DESCRIBEDAS		
A DISCLOSURE OF THE COND		STATEMENT IS
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OF		
THE SELLER(S) OR ANY AGENT(S)		
THIS TRANSACTION, AND IS NOT A S		
WARRANTIES THE PRINCIPALIS) MA	AY WISH TO OBTA	[[Va]]
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COORDINATION WITH C	THER DISCLOSU	Œ FORMS
This Real Estate Transfer Disclosure S of the Cryli Code. Other statutes require particular real estate fransaction (for examples) on residential property)	diselesares, dependi	ng upon the details of the
Substituted Disclosures: The following a law, including the Natural Hazard Disclosure autopances, can hapake, the, flood, or spreade in connection with this real estate to obligations on this form, where the subject	are Report/Statemen ecial assessment inf asfer, and are intende	if that may medude airper ormations, have or will be
📮 Inspection reports completed pursuant	to the contract of sa	le ou sepenja kon deposit.
Additional inspection reports of discle	wu(cs	

#### SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is 164 a Windows, prospective Buyers may rely on this information in deciding whether and on what terius to purchase the subject property. Seller benefity authorizes any agentist representing any principality in this transaction to provide a copy of this statement to any person or emity in connection with any actual or anticipated sale of the property

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELL FROLAND ARE NOT THE REPRESENTATIONS OF THE AGENTS). IP ANY THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER:

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- operable smoke detectors(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
- 2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Seller certifies that the information here knowledge as of the date signed by the 3	ein is true and correct to the best of the Seller Seller
The Control of the Co	Date
Seller	Date
	III .
AGENT'S INSP	ECTION DISCLOSURE
(To be completed only if the Seller is	s represented by an agent in this transaction.)
AS TO THE CONDITION OF THE PR COMPETENT AND DILIGENT VIS	THE ABOVE INQUIRY OF THE SELLER (S ROPERTY AND BASED ON A REASONABLE SUAL INSPECTION OF THE ACCESSIBLE YUNCTION WITH THAT INQUIRY, STATE
☐ Agent notes no items for disclosure.	
☐ Agent notes the following items:	
Agent (Broker	By Associate Licensee or Broker Signature (

#### AGENT SINSPECTION DOVIDED BY

The be conspleted only if the igent velocities obtained the other is offer than the agent where  $\ell$ 

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILICENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING

MEROGROWING
☐ Agent actes no bens for disclosure
II Agent notes the following items:
Comparison on a consequence of a major organization of the first of animal conference of the conferenc
Agent (Broket  Observed the Office)  Observed the Constant Constan
¥
HUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO FROW IDEE OR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE INSPECTIONS ADDITIONS.
DWE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT
Seller Date Boyer Date Seller Date Boyer Date
Agern (Broke) Representing Seller)  (Prese Pries By Crescas Lives et a Broker Sessione)
Agens (Broker  Obtaining the Office)
SECTION LICE FOR THE CIVEL CODE PROVIDES ABOYER WITH THE RIGHT TO RESCEND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS TYSCLOSURE IF DELIVERY OCCURS AFTER THE SIGNIM OF AN OFFER TO PURCHASE, IF YOU WISH TO RESCEND THE CONTRACT, YOU MUST ACT, WITHIN THE PRESCRIBED PERROD.
AREAL ESTATE BROKER IS QUALIFIED TO ADVISE ON RICH, ESTATE, IF YOU DESIRE LIGGAL ADVICE, CONSULT YOUR ATTURNEY.

(b) The amendments to this section by the act adding this subdivision <sup>1</sup> shall become operative on July 1, 2014.

#### Credits

(Added by Stats.1985, c. 1574, § 2, operative Jan. 1, 1987. Amended by Stats.1986, c. 460, § 5; Stats.1989, c. 171, § 1; Stats.1990, c. 1336 (A.B.3600), § 2, operative July 1, 1991; Stats.1994, c. 817 (S.B.1377), § 2; Stats.1996, c. 240 (A.B.2383), § 2; Stats.1996, c. 925 (A.B.3305), § 1; Stats.1996, c. 926 (A.B.3026), § 1.5, operative July 1, 1997; Stats.2001, c. 584 (S.B.732), § 1; Stats.2002, c. 664 (A.B.3034), § 35; Stats.2002, c. 496 (A.B.2776), § 3, operative Jan. 1, 2004; Stats.2003, c. 62 (S.B.600), § 13; Stats.2010, c. 19 (S.B.183), § 1; Stats.2011, c. 61 (S.B.837), § 1; Stats.2013, c. 431 (S.B.652), § 1, operative July 1, 2014; Stats.2014, c. 71 (S.B.1304), § 15, eff. Jan. 1, 2015.)