

AUCTION REAL ESTATE SALES CONTRACT

THIS CONTRACT, made this the 31st day of MAY 2008, by and between FIDEL REALYVASQUEZ, AS TRUSTEE OF THE FRV TRUST DATED MARCH 28, 2001 ("Seller") whose address is 22690 Bridlewood Lane, Palo Cedro, California 96073 and

_____ ("Purchaser")
whose address is _____.

1. AGREEMENT TO PURCHASE. In consideration of the sum as identified in Paragraph 2 herein, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Purchaser, by General Warranty Deed, and Purchaser agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property referred to as "**LA BARANCA**", Parcel # _____, which is located in the County of Shasta, State of California, and as more particularly described in the Title Commitment attached hereto (the "Property").

2. (a) HIGH BID PRICE: \$ _____
Plus 10% Buyer's Premium: \$ _____
SUB-TOTAL CONTRACT PRICE: \$ _____

(b) LESS WRITTEN BID INCENTIVE DISCOUNT \$(_____)
(1.5% discount on the written opening bid amount of \$ _____)

TOTAL CONTRACT PRICE: \$ _____

(c) EARNEST MONEY DEPOSIT (10%): \$ _____
In U.S. funds, based on Total Contract Price, to be held in an interest bearing escrow account by Escrow Agent (as defined below)

(LESS BID DEPOSIT OF \$50,000.00 PER PROPERTY): \$ _____

BALANCE OF EARNEST MONEY DEPOSIT: \$ _____

(d) BALANCE OF PURCHASE PRICE: \$ _____
In U.S. funds, due at closing, not including Purchaser's closing costs or financing costs, prepayments or prorations; in immediately available cash or by confirmed wire transfer

3. CLOSING. Closing shall take place at **Placer Title Company**, whose address is 330 Hartnell Avenue, Redding, CA 96002; Telephone (530) 221-8511; Facsimile Number (530) 221-6271; on or before 5:00 PM (PDT), **JULY 1, 2008** (the "Closing Date"). The Closing Agent is Norma Chicoine. At Closing, Seller shall deliver to Purchaser a general warranty deed, which shall convey fee simple title to the Property. Possession of the Property will be delivered to Purchaser at closing. Time is of the essence in this Contract.

4. **TAXES AND OTHER PRORATIONS.** The current year's Property Taxes, any municipal or non-municipal assessments, if any, shall be prorated as of the Closing Date. Seller and Purchaser agree to execute and deliver any instrument, affidavit, statement, or instruction reasonably necessary to comply with federal (FIRPTA) and California withholding laws, as provided by Escrow Agent.

5. **CLOSING COSTS.**

(a) **Seller's Costs.** Seller will pay all applicable documentary transfer taxes, the premium for the Owner's Policy of Title Insurance, and one-half of the escrow closing fees.

(b) **Purchaser's Costs.** Purchaser shall pay the fees for the recording of the deed, one-half of the escrow/closing fees, and all other sale, financing and/or closing costs as required.

6. **TERMS.** This is a cash sale with a TEN PERCENT (10%) down payment payable concurrently with the parties' execution of this Contract. The balance of the purchase price shall be due at Closing on or before **JULY 1, 2008. This sale is not contingent upon financing.**

PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER'S OBLIGATIONS UNDER THIS CONTRACT ARE NOT CONTINGENT UPON PURCHASER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, PURCHASER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT WHETHER OR NOT PURCHASER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.

7. **ESCROW INSTRUCTIONS.** This Contract shall also constitute Joint Escrow Instructions to Escrow Agent. The parties shall also execute such standard general escrow and closing instructions as Escrow Agent customarily uses for similar transactions. In the event of a conflict between Escrow Agent's standard, general escrow instructions and this Contract, this Contract shall control. Each party shall deposit all other instruments and funds as are necessary to close the escrow and complete the sale of the Property in accordance with the terms of this Contract.

8. **DISCLAIMER; "AS-IS" CONVEYANCE; RELEASE OF CLAIMS.**

SELLER RESERVES THE RIGHT TO SELL THE PROPERTY IN ADVANCE OF THE AUCTION AND REMOVE THE PROPERTY FROM THE AUCTION.

PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS-IS, WHERE IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER, FROM OR ON BEHALF OF SELLER OR ANY SELLER PARTY (AS DEFINED BELOW) EXCEPT FOR EXPRESS REPRESENTATIONS MADE BY SELLER IN THIS CONTRACT AND THE DISCLOSURES MADE BY SELLER, SELLER'S BROKER AND/OR AUCTION COMPANY IN THIS CONTRACT, THE ATTACHMENTS THERETO AND THE PROPERTY INFORMATION PACKET.

PURCHASER ACKNOWLEDGES AND AGREES THAT WITH RESPECT TO THE PROPERTY, EXCEPT FOR EXPRESS REPRESENTATIONS AND COVENANTS MADE BY SELLER IN THIS CONTRACT AND THE DISCLOSURES MADE BY SELLER, SELLER'S BROKER AND/OR AUCTION COMPANY IN THIS CONTRACT, THE ATTACHMENTS THERETO AND THE PROPERTY INFORMATION PACKET, NEITHER SELLER NOR ANY SELLER'S PARTY HAS MADE, DOES MAKE OR WILL MAKE, AND SELLER AND THE SELLER PARTIES HEREBY SPECIFICALLY DISCLAIM, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE OF THE PROPERTY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY SPECIFIC USES; (IV) ANY POSSIBILITIES FOR FUTURE DEVELOPMENT OF THE PROPERTY; (V) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, TENANTABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (VI) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (VII) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, GEOLOGY AND ENVIRONMENTAL CONDITION THEREOF; (VIII) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY CODES, LAWS, RULES, ORDINANCES, REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (IX) THE MANNER, QUALITY OR TYPE OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (X) THE COMPLIANCE OF THE PROPERTY WITH ANY

ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, CODES OR REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO, TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990, CALIFORNIA HEALTH & SAFETY CODES, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED ("CERCLA"), THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, THE CLEAN WATER ACT, THE SAFE DRINKING WATER ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCE CONTROL ACT, AND REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING; (XI) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS (INCLUDING BUT NOT LIMITED TO LEAD BASED PAINT, RADON GAS, MOLD, MILDEW AND/OR ASBESTOS) AT, ON, UNDER, OR ADJACENT TO THE PROPERTY; (XII) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY, INCLUDING ANY PLANS AND SPECIFICATIONS THAT MAY HAVE BEEN OR MAY BE PROVIDED TO PURCHASER; (XIII) THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING REQUIREMENTS; (XIV) THE DEFICIENCY OF ANY UNDERSHORE; (XV) THE DEFICIENCY OF ANY DRAINAGE; (XVI) THE EXISTENCE OF ANY VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; (XVII) WATER RIGHTS OR THE AVAILABILITY OF OR ACCESS TO WATER; OR (XVIII) WITH RESPECT TO ANY OTHER MATTER RELATING TO THE PROPERTY.

PURCHASER ACKNOWLEDGES AND AGREES THAT PRIOR TO EXECUTING THIS CONTRACT IT WAS GIVEN THE OPPORTUNITY TO CONDUCT SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS PURCHASER DEEMED NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NON-EXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO THE PROPERTY, AND PURCHASER WILL RELY SOLELY UPON THE SAME. TO THE EXTENT THAT PURCHASER HAS WAIVED OR OTHERWISE DECLINED THE OPPORTUNITY TO UNDERTAKE SUCH INSPECTIONS AND INVESTIGATIONS AS A CONDITION TO THE COMPLETION OF THE CLOSING UNDER THE TERMS OF THIS CONTRACT, PURCHASER HAS KNOWINGLY AND VOLUNTARILY DONE SO.

UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS. PURCHASER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER AND ALL SELLER PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AND/OR ANY SELLER PARTY AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY EXCEPT WITH RESPECT TO ANY BREACH OF ANY EXPRESS REPRESENTATION MADE BY SELLER IN THIS CONTRACT OR ANY FAILURE BY SELLER TO MAKE ANY DISCLOSURE REQUIRED BY LAW.

SUBJECT TO THE EXPRESS REPRESENTATIONS MADE BY SELLER IN THIS CONTRACT, PURCHASER HEREBY WAIVES AND RELEASES SELLER AND THE SELLER PARTIES FROM ANY PRESENT OR FUTURE CLAIMS, AT LAW OR IN EQUITY, WHETHER KNOWN OR UNKNOWN, FORESEEABLE OR OTHERWISE, ARISING FROM OR RELATING TO THE PROPERTY, THIS CONTRACT OR THE TRANSACTION CONTEMPLATED HEREBY, INCLUDING WITHOUT LIMITATION, THE PRESENCE OR ALLEGED PRESENCE OF ASBESTOS, RADON OR ANY HAZARDOUS MATERIALS OR HARMFUL OR TOXIC SUBSTANCES ON, UNDER OR ABOUT THE PROPERTY, INCLUDING ANY CLAIMS UNDER OR ON ACCOUNT OF CERCLA AND SIMILAR STATE STATUTES, AND ANY REGULATIONS PROMULGATED THEREUNDER, ANY OTHER FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION, NOW OR HEREAFTER IN EFFECT, THAT DEALS WITH OR OTHERWISE IN ANY MANNER RELATES TO ENVIRONMENTAL MATTERS OF ANY KIND, OR THE COMMON LAW.

PURCHASER SPECIFICALLY WAIVES THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE WHICH PROVIDES AS FOLLOWS:

“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.”

THIS PARAGRAPH 9 SHALL SURVIVE THE CLOSING AND ANY TERMINATION OF THIS CONTRACT.

AS USED HEREIN, THE TERM “SELLER PARTY” SHALL INCLUDE SELLER’S BROKER, AUCTION COMPANY AND ANY OFFICER, DIRECTOR, SHAREHOLDER, MANAGER, MEMBER, PARTNER, OR EMPLOYEE OF SELLER, SELLER’S BROKER OR AUCTION COMPANY.

9. PROPERTY INSPECTION. Purchaser acknowledges that it is Purchaser’s sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) of the Property; to review all property information and due diligence materials; to independently verify any information Purchaser deems important, including information available in public records; and to inquire of public officials as to the applicability of and compliance with land use and environmental laws, building ordinances, zoning, health and safety codes, and any other local, state or federal laws and regulations and to be satisfied as to the condition of the Property prior to executing this Contract.

Purchaser is responsible for the costs of all inspections, surveys, engineering reports and environmental studies (including, but not limited to, lead-based paint tests) and for any other work performed at Purchaser’s request. Purchaser shall pay for any damage which occurs to the Property as a result of such activities. Purchaser shall not permit any claims or liens of any kind to be imposed against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Purchaser’s request. Purchaser agrees to indemnify, protect and hold Seller, Seller’s Broker and Auction Company harmless against any liability, damage, cost or expense incurred, directly or indirectly, as a result of Purchaser’s inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller’s right to recover all costs and expenses incurred by Seller to enforce this section, including Seller’s reasonable attorney’s fees. Purchaser agrees to repair any damage caused by such inspection, examination or survey of the Property, and to restore the Property to its condition prior to such inspection, examination or survey. This provision shall survive the Closing and any termination of this Contract.

10. TITLE.

(a) Purchaser hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the CLTA Owner’s Policy of title insurance, including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements, covenants, restrictions and rights-of-way of record affecting the Property; (v) rights and claims of parties in possession; and (vi) all title exceptions referenced in the Title Commitment (the foregoing title matters are herein referred to as the “Permitted Title Exceptions”). All applicable zoning ordinances and other land use laws and regulations and any title matters waived by Purchaser shall also be deemed Permitted Title Exceptions.

(b) Seller covenants that it will not voluntarily create or cause a lien or encumbrance to attach to the Property.

(c) The Properties are selling with all rights-of-way and easements.

(d) Seller shall convey any mineral rights as actually owned by Seller, if any.

(e) The Seller has completed all disclosure forms as required. All forms have been posted at the auction for Bidder’s review. The Purchaser will be required to acknowledge receipt of each form by signature. The forms are shown as an attachment as referenced herein.

(f) Maps and depictions included in the marketing material are for illustration purposes only and are not warranted or guaranteed by the Seller or J.P. King.

(g) *Property Specific Disclosures:* A list of property specific disclosures has been made a part of this Contract as referenced herein.

11. FIXTURES AND PERSONAL PROPERTY. This purchase and sale includes all the following as now situated on the Property: all plumbing, heating, lighting and electrical fixtures and systems; appliances; other fixtures; all carpeting; all cabinets; all

built-ins; blinds, draperies and window hardware; garage door openers; television antennas and satellite dishes and all related equipment; all shrubbery and all out-door statuary and all other items and things permanently attached to the Property. Personal property not permanently attached to the Property, including but not limited to furniture, rugs and artwork, is excluded and shall remain the property of the Seller, except as noted below:

A list of certain personal property items, as incorporated herein by reference and which is limited to those items shown on the list, will convey to the buyer of Parcel no. 1 of the Property. The Seller and Auctioneer shall have no liability whatsoever to Buyer for any subsequent claim of variance, deficiency, or defect in the personal property conveyed.

12. TITLE DEFECTS. If prior to the Closing Date a new title exception is disclosed by an update to the Title Commitment, which exception is not one of the Permitted Title Exceptions, then, prior to the Closing Date, Purchaser may either waive such defect or give written notice (in accordance with Paragraph 21 below) to Seller and Escrow Agent no later than five (5) days from the date of discovery of such defect, whereupon Seller may, at its option, attempt to cure such defect prior to the Closing Date or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Purchaser has notified Seller as hereinabove provided and if Purchaser does not waive such defect on or prior to the Closing Date by written notice to Seller, this Contract shall be terminated without liability to either party and the Earnest Money Deposit (and all interest accrued thereon) shall be returned to Purchaser. Seller shall have the right, at its sole election, to extend the Closing Date by not more than SIXTY (60) DAYS to attempt to cure any such defect in title.

13. PROPERTY IDENTIFICATION.

(a) The Property is selling in seven (7) parcels as identified on two (2) sales maps ("Sales Map") entitled, "Quad/Zoning Overlay", dated March, 2008 and "Access Roadways" dated May, 2008. Both Sales Maps were prepared by SHN Consulting Engineers & Geologists. The Seller shall convey the Property according to Seller's legal description as shown in the Title Commitment prepared by Place Title Company. The Property is located at 22690 Bridlewood Lane, Palo Cedro, California 96073.

(b) Should the Purchaser(s) desire a survey on either of the Properties, it shall be at Purchaser's option and expense. Should the survey indicate a greater or lesser amount of acres or square footage, no adjustment will be made to the contract price

14. COMMISSIONS/REFERRAL FEES.

(a) **BROKERAGE.** Purchaser warrants and represents that Purchaser [] is [] is not represented by a Buyer's Broker in this transaction. If Purchaser is represented by a Buyer's Broker, the Buyer's Broker's name is: _____ . **The Buyer's Broker must have performed all requirements of the Buyer Broker Guidelines provided by the Auction Company and executed a Buyer Broker Registration Form provided by the Auction Company. Failure to properly register or comply with the provisions of the Buyer Broker Guidelines will disqualify the Buyer's Broker from receiving any commission/referral.**

Purchaser further warrants and represents that Purchaser has not contacted or communicated with any real estate agent or broker, other than Auction Company or the Buyer's Broker named above, about the possible purchase of the Property, and that to the best of Purchaser's knowledge there are no brokerage fees, commissions or sums due to any other broker or real estate agent in connection with the transaction contemplated by this Contract. Purchaser shall indemnify Seller, Seller's Broker and Auction Company against the claims of any real estate agent or broker not properly registered with Auction Company, including any attorney's fees incurred by Seller or Auction Company as a result of any such claim. This provision shall survive the Closing and any termination of this Contract.

(b) **BROKERAGE COMMISSIONS/REFERRAL FEES.** Upon the closing of the transaction contemplated herein, Seller shall pay Auction Company a commission/referral fee pursuant to the terms of a separate agreement. If a Buyer's Broker is properly licensed, then at Closing, the Buyer's Broker shall be paid a commission/referral fee as follows: THREE PERCENT (3%) on the written opening bid amount set forth in Paragraph 2(b) above; and a commission/referral fee of ONE PERCENT (1%) on the difference between the written opening bid amount and the Total Contract Price, as specified in Paragraph 2 above; provided, however, that no commission/referral fee shall be paid to the Buyer's Broker unless Buyer's Broker registered on behalf of Purchaser in strict compliance with the terms and conditions of the Buyer Broker Guidelines prior to the parties' execution of this Contract. **IF AN OPENING BID IS NOT WRITTEN ON THE BUYER BROKER REGISTRATION FORM, THEN ONLY A ONE PERCENT (1%) COMMISSION/REFERRAL FEE WILL BE PAID ON THE TOTAL CONTRACT PRICE.** Notwithstanding anything to the contrary contained or implied elsewhere herein, if for any reason whatsoever (including the default of any party hereto), the Closing contemplated this Contract does not occur, then no commission/referral fee shall be due or payable to Buyer's Broker.

(c) **AGENCY DISCLOSURE. AUCTION COMPANY HAS ACTED AS AN AGENT FOR SELLER IN THIS TRANSACTION AND IS TO BE PAID A COMMISSION BY SELLER PURSUANT TO A SEPARATE WRITTEN AGREEMENT BETWEEN SELLER AND AUCTION COMPANY. BUYER'S BROKER IS NOT A SUBAGENT OF AUCTION COMPANY, AND IS TO BE PAID A COMMISSION BY SELLER AS REQUIRED IN PARAGRAPH 15(b) ABOVE.**

15. BUYER'S INCENTIVE PROGRAM. A credit equal to ONE PERCENT (1.5%) of the written opening bid amount offered by the Purchaser, will be deducted from the Total Contract Price of the Property, provided Purchaser has completed the Buyer's Opening Bid Form and submitted to J. P. King Auction Company Inc., as required, and provided Purchaser closes on the Property in compliance with the terms of the Real Estate Sales Contract. If an opening bid amount is not written on the Buyer's Opening Bid Form and submitted to J. P. King Auction Company, Inc., then no credit will be given to Purchaser. **A written opening bid amount [] was [] was not submitted to J. P. King Auction Company, Inc., in the amount of \$_____.**

16. BREACH OF CONTRACT BY SELLER. If Seller defaults in the performance of any of its obligations under this Contract and Closing fails to occur by reason thereof, Purchaser may terminate this Contract and receive a refund of the Earnest Money Deposit, together with any interest accrued thereon, if any, or seek specific performance of this Contract. In no event shall Seller or Auction Company be liable for any damages including special, incidental, or consequential damages, economic loss or attorneys' fees in connection with any such default.

17. LIQUIDATED DAMAGES FOR BREACH OF CONTRACT BY PURCHASER. IN THE EVENT PURCHASER DEFAULTS IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT, SELLER SHALL BE ENTITLED TO RETAIN THE ENTIRE EARNEST MONEY DEPOSIT (TEN PERCENT (10%) OF THE TOTAL CONTRACT PRICE) AS LIQUIDATED DAMAGES ("LIQUIDATED DAMAGES AMOUNT"). BY INITIALING BELOW, PURCHASER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF SUCH A BREACH OF THIS CONTRACT BY PURCHASER WOULD BE EXTREMELY DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT THE LIQUIDATED DAMAGES AMOUNT IS THE PARTIES' BEST AND MOST ACCURATE ESTIMATE OF THE DAMAGES SELLER WOULD SUFFER IN THE EVENT THE TRANSACTION CONTEMPLATED IN THIS CONTRACT FAILS TO CLOSE, AND THAT SUCH ESTIMATE IS REASONABLE UNDER THE CIRCUMSTANCES (INCLUDING SUCH FACTORS AS THE AUCTION AND MARKETING COSTS INCURRED BY SELLER IN CONNECTION WITH THIS TRANSACTION) EXISTING ON THE DATE OF THIS CONTRACT. PURCHASER AND SELLER AGREE THAT SELLER'S RIGHT TO RETAIN THE LIQUIDATED DAMAGES AMOUNT SHALL BE THE SOLE REMEDY OF SELLER AT LAW IN THE EVENT OF SUCH A BREACH OF THIS CONTRACT BY PURCHASER. THE PAYMENT OF SUCH LIQUIDATED DAMAGES AMOUNT IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTION 3275 OR SECTION 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER UNDER CALIFORNIA CIVIL CODE SECTIONS 1671, 1675, 1676 AND 1677. NOTHING IN THIS CONTRACT SHALL, HOWEVER, BE DEEMED TO LIMIT PURCHASER'S LIABILITY TO SELLER FOR DAMAGES OR INJUNCTIVE RELIEF FOR BREACH OF PURCHASER'S INDEMNITY OBLIGATIONS UNDER PARAGRAPH 10 ABOVE OR FOR ATTORNEYS' FEES AND COSTS AS PROVIDED IN PARAGRAPH 30 BELOW.

ACCEPTED AND AGREED TO:

SELLER'S INITIALS

PURCHASER'S INITIALS

19. CASUALTY. Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Closing Date; thereafter, all risk of loss shall be borne by Purchaser. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract. If Seller cancels this Contract, Purchaser's Earnest Money Deposit and all interest accrued thereon shall be returned to Purchaser as a complete and final settlement of all of Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Purchaser and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.

20. SEX OFFENDERS NOTICE. The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the California Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood.

The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. (Cal. Civ. Code §2079.10a.)

21. NOTICES. All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a courier service to the addresses set forth next to the signature of each party below. A copy of all notices given hereunder shall be delivered to Auction Company at the address set forth in Paragraph 29(c) below and Escrow Agent at the address set forth in Paragraph 3 above.

22. WAIVER. No failure or delay on the part of Seller in exercising any right of Seller nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.

23. ENTIRE AGREEMENT; AMENDMENT. This Contract constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Purchaser and Seller. The attachments, exhibits, schedules and addenda attached to this Contract are hereby incorporated therein.

24. HEADINGS. The paragraphs or section headings herein are for convenience of reference only and shall not be deemed to vary the content of this Contract or the covenants, agreements, representations, and warranties herein set forth, or limit the provisions or scope thereof.

25. SEVERABILITY. The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.

26. ASSIGNMENT. Purchaser may not assign this Contract or Purchaser's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.

27. BINDING EFFECT. This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and assigns.

28. COUNTERPARTS. The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document. Facsimile signatures shall be as valid as an original.

29. ACKNOWLEDGMENT. Each person signing this Contract on behalf of Purchaser hereby certifies to Seller that he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Purchaser is a for-profit entity, non-profit organization, or public agency, each person signing this Contract on behalf of Purchaser hereby certifies to Seller that he or she has the authority to execute this Contract on behalf of Purchaser, and that Purchaser shall be bound by the matters contained herein.

30. ADDITIONAL DEFINED TERMS.
(a) The term "Closing" as used herein shall mean the consummation of the sale and conveyance of the Property to Purchaser as evidenced by the recordation of a general warranty deed.

(b) Seller's Broker is Lora Pankey-Eade, whose address is 179 Niblick Road, #225, Paso Robles, California 93446.

(c) The term "Auction Company" as used herein refers to J.P. King Auction Company, Inc., whose address is 179 Niblick Road, #225, Paso Robles, California 93446.

(d) The term "Property Information Packet" refers to the collected written materials provided to prospective bidders by Auction Company on Seller's behalf prior to the execution of this Contract.

(e) The term "Buyer Broker Incentive Program" refers to written guidelines of the same name, provided to brokers and real estate agents representing prospective bidders by Auction Company, prior to the holding of the auction of the Property.

(f) The term "Buyer Broker Incentive Form" refers to the form of the same name that is to be completed and delivered to Auction Company representatives by brokers and real estate agents representing prospective bidders prior to the holding of the auction of the Property.

(g) The term "Title Commitment" refers to the CLTA Preliminary Title Report (Order No. 1401-13777) as of May 6, 2008, issued by Placer title Company, with respect to the Property, a copy of which Title Commitment is attached to this Contract.

31. ATTORNEYS' FEES. If any arbitration or court action is commenced between the parties, the Prevailing Party in that arbitration or court action shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs. "Prevailing Party" shall include without limitation a party who dismisses a court action or arbitration proceeding in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in any arbitration or court action; or the party determined to be the prevailing party by a court of law or the arbitrator(s).

32. ARBITRATION OF DISPUTES. ANY DISPUTE OR CLAIM IN LAW OR EQUITY BETWEEN SELLER AND PURCHASER ARISING OUT OF THIS CONTRACT WILL BE DECIDED BY NEUTRAL BINDING ARBITRATION IN ACCORDANCE WITH THE CALIFORNIA ARBITRATION ACT (CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1280 ET SEQ.), AND NOT BY COURT ACTION EXCEPT AS PROVIDED BY CALIFORNIA LAW FOR JUDICIAL REVIEW OF ARBITRATION PROCEEDINGS. IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, A PARTY MAY PETITION THE SUPERIOR COURT OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED FOR AN ORDER COMPELLING ARBITRATION AND APPOINTING AN ARBITRATOR. SERVICE OF THE PETITION MAY BE MADE BY FIRST CLASS MAIL, POSTAGE PREPAID, TO THE LAST KNOWN ADDRESS OF THE PARTY SERVED. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

THE PARTIES AGREE THAT THE FOLLOWING PROCEDURE WILL GOVERN THE MAKING OF THE AWARD BY THE ARBITRATOR: (A) A TENTATIVE AWARD WILL BE MADE BY THE ARBITRATOR WITHIN THIRTY DAYS FOLLOWING SUBMISSION OF THE MATTER TO THE ARBITRATOR; (B) THE TENTATIVE AWARD WILL EXPLAIN THE FACTUAL AND LEGAL BASIS FOR THE ARBITRATOR'S DECISION AS TO EACH OF THE PRINCIPAL CONTROVERTED ISSUES; (C) THE TENTATIVE AWARD WILL BE IN WRITING UNLESS THE PARTIES AGREE OTHERWISE; PROVIDED, HOWEVER, THAT IF THE HEARING IS CONCLUDED WITHIN ONE DAY, THE TENTATIVE AWARD MAY BE MADE ORALLY AT THE HEARING IN THE PRESENCE OF THE PARTIES. WITHIN TEN DAYS AFTER THE TENTATIVE AWARD HAS BEEN SERVED OR ANNOUNCED, ANY PARTY MAY SERVE OBJECTIONS TO THE TENTATIVE AWARD. UPON OBJECTIONS BEING TIMELY SERVED, THE ARBITRATOR MAY CALL FOR ADDITIONAL EVIDENCE, ORAL OR WRITTEN ARGUMENT, OR BOTH. IF NO OBJECTIONS ARE FILED, THE TENTATIVE AWARD WILL BECOME FINAL WITHOUT FURTHER ACTION BY THE PARTIES OR ARBITRATOR. WITHIN THIRTY DAYS AFTER THE FILING OF OBJECTIONS, THE ARBITRATOR WILL EITHER MAKE THE TENTATIVE AWARD FINAL OR MODIFY OR CORRECT THE TENTATIVE AWARD, WHICH WILL THEN BECOME FINAL AS MODIFIED OR CORRECTED.

THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 128.5 AUTHORIZING THE IMPOSITION OF SANCTIONS AS A RESULT OF BAD FAITH ACTIONS OR TACTICS WILL APPLY TO THE ARBITRATION PROCEEDINGS. A PREVAILING PARTY WILL ALSO BE ENTITLED TO AN ACTION FOR MALICIOUS PROSECUTION IF THE ELEMENTS OF SUCH CAUSE OF ACTION ARE MET.

THE FOLLOWING MATTERS ARE EXCLUDED FROM ARBITRATION: (A) A JUDICIAL OR NON-JUDICIAL FORECLOSURE OR OTHER ACTION OR PROCEEDING TO ENFORCE A DEED OF TRUST, MORTGAGE OR REAL PROPERTY SALES CONTRACT AS DEFINED IN CALIFORNIA CIVIL CODE SECTION 2985; (B) AN UNLAWFUL DETAINER ACTION; (C) THE FILING OR ENFORCEMENT OF A MECHANICS' LIEN; (D) ANY MATTER THAT IS WITHIN THE JURISDICTION OF A PROBATE COURT, BANKRUPTCY OR SMALL CLAIMS COURT; OR (E) AN ACTION FOR PERSONAL INJURY OR WRONGFUL DEATH. THE FILING OF A JUDICIAL ACTION TO ENABLE THE RECORDING OF A NOTICE OF PENDING ACTION, FOR ORDER OF ATTACHMENT, RECEIVERSHIP, INJUNCTION, OR OTHER PROVISIONAL REMEDIES, WILL NOT CONSTITUTE A WAIVER OF THE RIGHT TO ARBITRATE UNDER THIS PROVISION.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION ABOVE DECIDED BY NEUTRAL

ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION ABOVE. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION ABOVE TO NEUTRAL ARBITRATION.

SELLER'S INITIALS

PURCHASER'S INITIALS

33. GOVERNING LAW. This Contract shall be governed by and construed in accordance with California law.

34. ATTACHMENTS/EXHIBITS. The following Attachments/Exhibits are attached hereto and fully incorporated herein by reference for all purposes.

- | | |
|----------------|---|
| Exhibit A | Property Specific Disclosures |
| Exhibit B | Personal Property to Convey With Parcel No. 1 (Only) |
| Attachment I | California Confirmation of Real Estate Agency Relationships |
| Attachment II | Real Estate Transfer Disclosure Statement (Parcel 1 Only) |
| Attachment III | Water Heater and Smoke Detector Statement of Compliance (Parcel 1 Only) |
| Attachment IV | Natural Hazard Disclosure Statement |
| Attachment V | Title Commitment |

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.

ADDRESS:

**SELLER: Fidel Realyvasquez, as Trustee of the
FRV Trust, Dated March 28, 2001**

22690 Bridlewood Lane
Palo Cedro, CA 96073

BY: Fidel Realyvasquez, Trustee

ADDRESS:

PURCHASER:

Signature: _____
Print Name: _____

Social Security No.: _____
Federal Tax ID No.: _____

Phone No.: (W) _____
(H) _____

Signature: _____
Print Name: _____

Social Security No.: _____
Federal Tax ID No.: _____

Phone No.: (W) _____
(H) _____

EXHIBIT 1

PROPERTY SPECIFIC DISCLOSURES

DISCLAIMER: Seller and Auctioneer (this term to include Broker) do not, here or otherwise, attempt to provide Bidder with all of the information Bidder may need to conduct due diligence and make an informed decision about the Auction and Property. Participation in the Auction is at Bidder's sole risk and Seller and Auctioneer, plus their agents, brokers, contractors, employees, and representatives shall have no liability whatsoever on any basis. The Property will be offered and sold in "AS IS, WHERE IS" condition with all defects, faults, issues, and related problems. To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all issues and matters affecting, involving, or related in any way to the Auction and Property, except as expressly provided for in the *Terms of Auction* and the *Real Property Sale Contract*. The disclosures that follow are made to Bidders to assist them in performing their due diligence, but this list is not represented to be complete or correct and there may be other defects, facts, faults, issues, items, problems, and other relevant matters affecting, involving, or related in some way to the Property. Bidders should govern themselves accordingly.

Natural Hazard Disclosure Statement: A Natural Hazard Disclosure Statement ("NHDS") has been provided by the Seller for each parcel listed in the Auction sale. The NHDS includes certain material facts (i.e. Special Flood Hazard Area, High Fire Hazard, Wildland Area, Earthquake Fault Zone, Seismic Hazard Zone, Radon Disclosure, Environmental Disclosure, Mold Disclosure) that may effect the value or desirability of the Property. Buyer of each parcel must immediately execute the NHDS to be made a part of the Sale Contract. The NHDS is not intended to be a substitute for prospective buyer's hiring of qualified experts to inspect the Property, nor are the NHDS's a warranty or guarantee, of any kind by the Seller, Broker or Auction Company. Every bidder should read and understand the *Natural Hazard Disclosure Statement* in the Sale Contract.

Airport Influence Area: California Civil §1102.6a states in pertinent part: "On and after January 1, 2006, should a city or county not adopt a different or additional local disclosure form, then the required "airport influence area." disclosure shall be made consistent with a current airport influence map..." The nearest airport to this property is located six to eight miles from the Property. Further information regarding the airport influence area may be found in the Natural Hazard Disclosure Statements prepared for each parcel offered in this Auction sale.

Fencing: Any fencing situated on the Property is not necessarily an indication of the Property's boundary. Buyer should rely on the legal description of the Property contained within the title commitment, which was prepared by Placer Title Company, for a description of the location of any and all Property boundaries.

Wet Lands: Portions of the Property are considered wetlands.

State Required Disclosure Forms: As required by the California statutes, the Seller has completed a Real Estate Transfer Disclosure Statement ("TDS"), a TDS Section I – Coordination With Other Disclosure Forms and a Water Heater and Smoke Detector Statement of Compliance ("disclosure statements") for describing the dwelling located on Parcel no. 1. The disclosure statements are not intended to be a substitute for prospective buyer's hiring of qualified experts to inspect the Property, nor are these disclosure statements a warranty or guarantee, of any kind by the Seller, Broker, or Auction Company. The buyer will be required to acknowledge receipt and acceptance of the Seller's responses to these disclosure statements.

LP Gas Tanks: There are two (2) LP gas tanks (one 250-gallon tank and one 288-gallon tank) located on Parcel no.1 which are leased from Amerigas. At the time of closing of the sale, Seller will have terminated the existing lease agreement with Amerigas. It shall be the Buyer's responsibility to make arrangements for the continued provision of propane gasoline on Parcel no. 1.

Property Line Adjustment: Due to rezoning of the Property, Seller has received from Shasta County Department of Resource Management, via a letter dated May 31, 2006, approval of a Property Line Adjustment ("PLA"). A sales map entitled, "Quad/Zoning Overlay" prepared by SHN Consulting Engineers and Geologists during March, 2008 ("sales map"), is available to all bidders and shows the general and tentative, but not exact and final, layout of the parcels. At the time of closing of the parcels of the Property, the property line adjustment map will be recorded in the official records of

Shasta County, California. The parcels will convey at the time of closing according to the legal description of each parcel as contained in the title commitment prepared by Placer Title Company.

Ingress/Egress: The existing roads through the Property are private roads. A sales map of the Property entitled, "Access Roadways" ("Access Map") which was prepared by SHN Consulting Engineers and Geologists during May, 2008, is available to all bidders and shows the general and tentative, but not exact and final, layout of the private road(s) for access for the purpose of ingress and egress to the Property parcels by the respective buyer(s).

As shown on the sale map and described in the title commitment, the buyers of Parcel nos. 1, 2 and 3, at the time of closing of the parcels and recording of their respective deeds, shall receive a specific-purpose easement granting access for ingress/egress and utility services to the respective parcels as purchased by the buyers.

Parcel no. 4 shall have ingress/egress and utility service access from Bridlewood Lane.

Parcel nos. 5, 6 and 7 are selling subject to an Easement Agreement as recorded in Book 2238, page 440 in the official records of Shasta County, California. Seller shall grant to the buyers of these parcels, at the time of closing of the parcels, a specific-purpose easement granting access for ingress/egress and utility services by the buyers of the respective parcels.

The specific-purpose easements for ingress/egress and utility services by the buyers of their respective parcel(s) shall be in the form of a single roadway as shown on the Access Map. Following the auction and by the time of the closing of the sales of the Property, all parcels of the Property will be selling subject to all rights of access for ingress/egress and utility services by other buyers of parcels of the Property. Each buyer of a parcel of the Property shall be solely responsible for performing, and paying all costs attributable to, the reasonable maintenance of any portion of the ingress and egress roadway that exists along the specific-purpose easement and which passes through that buyer's respective parcel.

Water Service: Parcel nos. 1, 3 and 4 are located within and receive water service from Bella Vista District.

Due to the Property Line Adjustment, the existing water meter located on Parcel no. 1 will be relocated immediately following the Auction and prior to closing, at Seller's expense, to a more accessible location on Parcel no. 1.

Should Parcel nos. 3 and 4 be purchased individually or in combination, the buyer(s), at buyer's expense, shall be responsible for contacting Bella Vista District for connection of water service as well any and all required connection fees, permits and permit fees to provide such service to the respective parcel.

Well Water: Should Parcel nos. 2, 5, 6 and 7 be purchased individually or in combination, the buyer(s), at buyer's expense, shall be responsible for the installation of a well(s) to provide water service to that respective parcel. The availability and/or condition of water in these parcels is unknown and Seller and Auctioneer make no representation or warranty of the quality, suitability, or usability of the water for any purpose.

Covenants, Conditions and Restrictions: Should Parcel no. 1, 2 and 3 sell to more than one buyer, whether individually or in combination, these parcels will be subject to covenants, conditions and restrictions ("CC&R's"), which will be recorded at the time of closing of the sale of each respective parcel(s). A copy of the CC&R's is available from the Auctioneer, online at www.jpking.com, included in the bidder's packet and posted at the Auction.

Leach Line Maintenance: The buyer of Parcel no. 7, at the time of closing of the sale, will be required to grant to the buyer of Parcel no. 1 a general easement from Oak Run Road along the existing dirt road through Parcel no. 7, for purposes of allowing the buyer of Parcel no. 1 access for upkeep and maintenance of the existing leach lines located on Parcel no. 1.

Wine Cellar Completion: The wine cellar located in the home on Parcel no. 1 is incomplete. The mahogany and cherry wood, which has been purchased by the Seller and is being stored at the builder's lot, will convey with Parcel no. 1. The buyer of Parcel no. 1, at buyer's expense, will be responsible for transporting the wood and any further construction required for the completion of the wine cellar. Seller and Auctioneer make no representation or warranty for the material, construction or completion of the wine cellar.

EXHIBIT B

**Personal Property to Convey
With Parcel No. 1**

Entertainment Center in Family Room

Kitchen Table and Chairs

TV Cabinet in Master Bedroom

Fireplace Screens and Wall Mounted Utensils Where They Exist

Fireplace Screen and Free-standing Utensils Located in the Living Room

NOTE: The artwork currently displayed in the home will be available for purchase immediately following the Auction sale through Owings-Dewey Fine Art studio located in Santa Fe, New Mexico.

ATTACHMENT I

CALIFORNIA CONFIRMATION OF REAL ESTATE AGENCY RELATIONSHIPS

[ATTACHED]

ATTACHMENT II

REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(Parcel 1 Only)

[ATTACHED]

ATTACHMENT III

WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE
(Parcel 1 Only)

[ATTACHED]

ATTACHMENT IV

NATURAL HAZARD DISCLOSURE STATEMENT

[ATTACHED]

ATTACHMENT V

TITLE COMMITMENT

[ATTACHED]