

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

WOODBRIIDGE GROUP OF COMPANIES, LLC,
et al.,¹

Debtors.

WOODBRIIDGE GROUP OF COMPANIES, LLC
and ELDREDGE INVESTMENTS, LLC,

Plaintiffs,

vs.

MONSOON BLOCKCHAIN STORAGE, INC.,

Defendant.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

Adversary Proceeding
No. 19-_____ (KJC)

**ADVERSARY COMPLAINT FOR: (I) DECLARATORY JUDGMENT REGARDING
OWNERSHIP OF FUNDS HELD IN ESCROW; AND (II) TURNOVER OF SUCH
PROPERTY AS PROPERTY OF THE ESTATE**

¹ The last four digits of Woodbridge Group of Companies, LLC's federal tax identification number are 3603. The mailing address for Woodbridge Group of Companies, LLC is 14140 Ventura Boulevard #302, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of this information may be obtained on the website of the Debtors' noticing and claims agent at www.gardencitygroup.com/cases/WGC, or by contacting the undersigned counsel for the Debtors.

Plaintiffs Woodbridge Group of Companies, LLC (“Woodbridge Group”) and Eldredge Investments, LLC (“Eldredge” or the “Seller” and, together with Woodbridge Group, the “Plaintiffs”), as and for their complaint against defendant Monsoon Blockchain Storage, Inc. (“Monsoon,” the “Buyer,” or the “Defendant”), hereby allege as follows:

NATURE OF THE ACTION

1. This is an action concerning ownership of a \$318,000 “earnest money” deposit (the “Escrowed Funds”) presently in the possession of non-party A&A Escrow Services, Inc. (the “Escrow Agent”).
2. The Escrowed Funds were deposited by Monsoon upon execution of a *California Residential Purchase Agreement and Joint Escrow Instructions* dated November 14, 2018 (the “Purchase Agreement”), a true and correct copy of which is attached hereto as **Exhibit A**, for the purchase of the real property owned by Eldredge located at 714 N. Oakhurst Drive, Beverly Hills, California, together with Eldredge’s right, title, and interest in and to the buildings located thereon and any improvements and fixtures located thereon (collectively, the “Property”).
3. On or about December 4, 2018, Monsoon waived “any and all Buyer contingencies” (capitalization omitted) under the Purchase Agreement by signing and delivering to Eldredge that certain Contingency Removal No. 2 (the “Contingency Removal”), a true and correct copy of which is attached hereto as **Exhibit B**. As a consequence of Monsoon waiving all of its contingencies under the Purchase Agreement, the Escrowed Funds became non-refundable to Monsoon and payable to Eldredge as liquidated damages if the escrow thereafter failed to close as a result of a default by Monsoon.
4. After Monsoon released “any and all Buyer contingencies,” by delivering the Contingency Removal to Eldredge, the Purchase Agreement was approved by this Court’s *Order*

(I) Authorizing the Sale of 714 N. Oakhurst Drive, Beverly Hills, California Property Owned by the Debtors Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (II) Approving Related Purchase Agreement; and (III) Granting Related Relief [Bankr. Docket No. 3254] entered January 2, 2019 (the "Sale Order").

5. Pursuant to the express terms of the Purchase Agreement, the parties were obligated to close escrow for the purchase and sale of the Property within fourteen days following the entry of the Sale Order (*i.e.*, on January 16, 2019) (the "Closing Date").

6. Eldredge was ready, willing and able to close the escrow on the Closing Date. However, Monsoon was unwilling or unable to close the escrow on the Closing Date, as Monsoon failed to deposit into the escrow the Purchase Price and other deliverables required of Monsoon under the Purchase Agreement. Accordingly, Monsoon was in breach of the Purchase Agreement and Eldredge delivered to Monsoon, in accordance with Section 14.G of the Purchase Agreement, *Seller's Demand to Close Escrow* dated January 18, 2019 (the "Demand to Close Escrow"), a true and correct copy of which is attached hereto as **Exhibit C**. The Demand to Close Escrow demanded that Monsoon proceed to close escrow on the Property within three days after receipt of the Demand to Close Escrow.

7. When Monsoon failed to close the escrow within three day following its receipt of the Demand to Close Escrow, Eldredge was within its right to terminate the Purchase Agreement pursuant to section 14.G. thereof. On January 23, 2019 Eldredge, through its legal counsel, Stewart Hayes, gave notice to Monsoon that it was terminating the Purchase Agreement pursuant to Section 14.G thereof (*see* Email Correspondence from S. Hayes dated January 23, 2019 (the "Termination Notice"), a true and correct copy of which is attached hereto as **Exhibit D**), and requested that Monsoon countersign the *Cancellation of Contract, Release of Deposit, and*

Cancellation of Escrow (the “Cancellation Instructions”) appended to the Termination Notice. The Cancellation Instructions, which Monsoon was obligated to countersign pursuant to Section 14.H. of the Purchase Agreement, direct the Escrow Agent to remit the Escrowed Funds to Eldredge, as those funds are liquidated damages for Monsoon’s failure to consummate its purchase of the Property after having removed all buyer contingencies. *See* Purchase Agreement § 21.B (liquidated damages provision).

8. Monsoon refused to execute the Cancellation Instructions and has failed to provide any legitimate reason for its failure to close the escrow on the Closing Date. Instead, by undated correspondence received on January 24, 2019, *see* Letter from Monsoon Blockchain Storage, Inc. (the “Monsoon Response”), a true and correct copy of which is attached hereto as **Exhibit E**, Monsoon presented Eldredge with three “paths forward”: (i) a return of the Escrowed Funds to Monsoon, (ii) an extended closing date to consummate the transaction, or (iii) “a legal dispute.”

9. Eldredge replied to the Monsoon Response by letter dated January 25, 2019. *See* Letter from S. Breskal dated January 25, 2019 (the “Eldredge Reply”), a true and correct copy of which is attached hereto as **Exhibit F**.

10. Monsoon breached the Purchase Agreement by failing to close escrow on the Closing Date. Thereafter, Monsoon failed to cure such breach by again failing to close escrow within three days following its receipt of the Demand to Close Escrow. Under the clear terms of the Purchase Agreement, Eldredge was within its rights to terminate the Purchase Agreement and to receive the Escrowed Funds as liquidated damages for Monsoon’s failure to consummate the purchase of the Property.

11. The Escrow Agent is unwilling to release the Escrowed Funds to Eldredge prior to receiving mutual escrow cancellation instructions signed by Monsoon and Eldredge or a court order instructing the Escrow Agent to release the Escrowed Funds to Eldredge. Accordingly, the Plaintiffs seek declaratory relief that the Escrowed Funds belong to them and should be released by the Escrow Agent to them forthwith.

JURISDICTION AND VENUE

12. The Plaintiffs and hundreds of affiliated entities are debtors and debtors in possession (collectively, the “Debtors”) in a series of jointly administered chapter 11 cases styled *In re Woodbridge Group of Companies, LLC, et al.*, Case No. 17-12560 (KJC) (Bankr. D. Del.) (collectively, the “Bankruptcy Case”). As such, section 1334(e) of the Judicial Code vests this Court with “exclusive jurisdiction ... of all the property, wherever located, of the debtor as of the commencement of such case, and of property of the estate” 28 U.S.C. § 1334(e)(1).

13. In addition, the Purchase Agreement includes *Addendum No. 1 to Seller Multiple Counter Offer No. 1* (the “Addendum”), which was separately executed by both Eldredge and Monsoon. The sixth numbered paragraph of the Addendum specifies that this Bankruptcy Court “shall have sole and exclusive jurisdiction to interpret and enforce the terms of the [Purchase] Agreement and the Parties hereby consent and submit to such exclusive jurisdiction.”

14. Further, the Sale Order – which approved the Debtors’ entry into the Purchase Agreement and authorized the sale of the Property to Monsoon – provides that “[t]his Court shall retain jurisdiction and power with respect to all matters arising from or related to the interpretation and implementation of [the Sale] Order.” Sale Order ¶ 16.

15. By virtue of the foregoing, this Court has jurisdiction over this adversary proceeding under sections 157 and 1334 of the Judicial Code (28 U.S.C. §§ 157 & 1334). This

adversary proceeding is a “core” proceeding within the meaning of section 157(b)(2)(A), (E), and (O) of the Judicial Code (28 U.S.C. § 157(b)(2)(A), (K), & (O)). The Plaintiffs consent to the entry of a final judgment by this Court to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in this adversary proceeding consistent with Article III of the United States Constitution.

16. Venue of this adversary proceeding is proper in this Court pursuant to sections 1408 and 1409 of the Judicial Code (28 U.S.C. §§ 1408 & 1409).

THE PARTIES

17. Woodbridge Group and Eldredge are among the hundreds of debtors in the Bankruptcy Case. They filed voluntary petitions on December 4, 2017 (the “Petition Date”), and are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Bankruptcy Case.

18. Upon information and belief, Monsoon is a Delaware corporation. Monsoon’s registered agent for service of process is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

FACTUAL BACKGROUND

19. Monsoon and Eldredge are parties to the Purchase Agreement (including the Addendum thereto), which is a valid contract for the purchase of the Property by Monsoon from Eldredge. The Purchase Agreement was approved by the Sale Order.

20. Section 3.A of the Purchase Agreement required Monsoon to make an initial deposit of \$318,000, which is 3% of the \$10,600,000 purchase price specified in the Purchase Agreement.

21. In accordance with Section 3.A, Monsoon made the initial deposit, which comprises the Escrowed Funds held by the Escrow Agent.

22. Section 14.F of the Purchase Agreement provides as follows:

EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

23. In accordance with Section 14.F, Monsoon executed the Contingency Removal and waived all of the contingencies to Monsoon's obligations under the Purchase Agreement.

The Contingency Removal expressly provides that "BUYER HEREBY REMOVES ANY AND ALL BUYER CONTINGENCIES," and states:

Once all contingencies are removed, whether or not Buyer has satisfied him/herself regarding all contingencies or received any information related to those contingencies, Buyer may not be entitled to a return of Buyer's deposit if Buyer does not close escrow. This could happen even if, for example, Buyer does not approve of some aspect of the Property or lender does not approve Buyer's loan.

24. The Addendum to the Purchase Agreement provides that "Close Of Escrow shall take place as soon as practicable after the entry of [the Sale Order], but no later than fourteen (14) days following the entry of the Sale Order (or the first business day thereafter, if such 14th day is not a business day)" The Sale Order was entered on January 2, 2019, and therefore Close of Escrow was required by January 16, 2019.

25. Section 14.G of the Purchase Agreement provides as follows:

CLOSE OF ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this

Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 ... Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.

26. In accordance with Section 14.G, Eldredge delivered to Monsoon on January 18, 2019, the Demand to Close Escrow, which required that escrow be closed “Within 3 ... Days After receipt of this Demand To Close Escrow,” *i.e.*, by January 22, 2019 (as January 21, 2019 was a legal holiday). The Demand to Close Escrow included the following notice:

Note To Buyer: If you do not close escrow by the end of the time period specified in this Demand to Close Escrow, and Seller has fully performed, Seller may (i) immediately cancel the Agreement; (ii) bring legal action against you for damages (including but not limited to the deposit); or (iii) bring legal action against you to force you to buy the Property (specific performance).

27. Monsoon failed to close escrow on or before January 22, 2019, as required by the Purchase Agreement and the Demand to Close Escrow. Accordingly, Eldredge delivered the Termination Notice on January 23, 2019.

28. Section 21.B of the Purchase Agreement is a liquidated damages clause that provides in pertinent part as follows: “If Buyer fails to complete this purchase because of Buyer’s default, Seller shall retain, as liquidated damages, the deposit actually paid.”

29. Eldredge has fully performed all of its obligations under the Purchase Agreement.

30. Monsoon defaulted on its obligation to timely close escrow under the Purchase Agreement.

31. Monsoon’s default entitles Eldredge to retain Monsoon’s initial deposit (*i.e.*, the \$318,000 in Escrowed Funds) as liquidated damages for Monsoon’s failure to consummate the transaction.

32. The Escrow Agent is unwilling to release the Escrowed Funds to Eldredge prior to receiving mutual escrow cancellation instructions signed by Monsoon and Eldredge, or a court order instructing the Escrow Agent to release the Escrowed Funds to Eldredge.

33. Notwithstanding Eldredge's request in the Termination Notice that Monsoon countersign the Cancellation Instructions and thereby effectuate the release of the Escrowed Funds to Eldredge, Monsoon has failed to countersign the Cancellation Instructions or otherwise consent to the Escrow Agent's release of the Escrowed Funds to the Debtors.

34. Section 25 of the Purchase Agreement provides as follows:

ATTORNEY FEES: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in [Section] 22A.

35. In accordance with Section 25, Eldredge is entitled to an award of its reasonable attorneys' fees incurred in connection with enforcing the Purchase Agreement. The referenced potential exception to an award of attorneys' fees (Section 22.A of the Purchase Agreement) is not applicable. The entirety of Section 22 of the Purchase Agreement is specifically inapplicable by virtue of, among other things, Section 22.C, which excludes "any matter that is within the jurisdiction of a ... bankruptcy court," and the Addendum recognizes the exclusive jurisdiction of this Court.

FIRST CLAIM FOR RELIEF

Declaratory Judgment Regarding Ownership of Escrowed Funds

36. The Plaintiffs reallege and incorporate herein Paragraphs 1 through 35, as if fully set forth herein.

37. An actual controversy has arisen and exists between the Plaintiffs and the Defendant regarding ownership of the Escrowed Funds. This controversy is real and immediate, not actual or hypothetical, and is one that this Court has the power and authority to resolve.

38. The Plaintiffs are entitled to a declaration that the Escrowed Funds are due and owing to the Plaintiffs as liquidated damages for the Defendant's failure to consummate the transaction specified in the Purchase Agreement and the Sale Order, and that the Defendant has no right, title, or interest in the Escrowed Funds. Further, the Plaintiffs are entitled to an award of their reasonable attorneys' fees incurred in securing such declaration.

SECOND CLAIM FOR RELIEF

Turnover of Property to the Estate (Bankruptcy Code §§ 362 & 542)

39. The Plaintiffs reallege and incorporate herein Paragraphs 1 through 38, as if fully set forth herein.

40. By virtue of its refusal to countersign the Cancellation Instructions or otherwise consent to the Escrow Agent's release of the Escrowed Funds to the Debtors, the Defendant is exercising control over property of the estate and is refusing to facilitate the delivery or turnover of such property of the estate to the Debtors.

41. The Defendant has no lawful justification or excuse for refusing to countersign the Cancellation Instructions or otherwise consenting to the Escrow Agent's release of the Escrowed Funds to the Debtors.

42. The Plaintiffs are entitled to an order compelling the Defendant to countersign the Cancellation Instructions or otherwise consent to the Escrow Agent's release of the Escrowed Funds to the Debtors because such funds rightfully belong to the Debtors as property of their

bankruptcy estates. Further, the Plaintiffs are entitled to an award of their reasonable attorneys' fees incurred in securing such an order.

PRAYER FOR RELIEF

By reason of the foregoing, the Court should enter judgment in favor of the Plaintiffs and against the Defendant: (i) declaring that the Escrowed Funds are due and owing to the Plaintiffs as liquidated damages for the Defendant's failure to consummate the transaction specified in the Purchase Agreement and the Sale Order, and that the Defendant has no right, title, or interest in the Escrowed Funds; (ii) compelling the Defendant to countersign the Cancellation Instructions or otherwise consent to the Escrow Agent's release of the Escrowed Funds to the Debtors forthwith; and (iii) awarding the Plaintiffs their reasonable attorneys' fees, as well as costs of suit and such other and further relief as may be necessary or appropriate.

Dated: February 12, 2019
Wilmington, Delaware

/s/ Michael S. Neiburg
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-and-

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Counsel to Plaintiffs

EXHIBIT A



CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Selling Firm to Buyer) (As required by the Civil Code) (C.A.R. Form AD, Revised 12/14)



(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(k), (l) and (m).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller.

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

Buyer [X] Seller [] Landlord [] Tenant [] Date 11/14/2018 1:39:58 PM PST

Buyer [X] Seller [] Landlord [] Tenant [] Date AND/OR ASSINGEE

Agent BERKSHIRE HATHAWAY HOMESERVICES CA PROPERTIES DRE Lic. # 01317331

By Jodee Jean Lemon DRE Lic. # 01950205 Date 11/14/2018 12:49:43 PM PST

Agency Disclosure Compliance (Civil Code §2079.14):
• When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
• When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:
Seller/Landlord Date Seller/Landlord Date



CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE. SAMPLE ONLY) _____ is the agent of (check one): the seller exclusively; or both the buyer and seller.

(Name of Listing Agent)

(DO NOT COMPLETE. SAMPLE ONLY) _____ is the agent of (check one): the buyer exclusively; or the seller exclusively; or both the buyer and seller.

(Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/14 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)



CALIFORNIA ASSOCIATION OF REALTORS®

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, 11/14)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: (a) Broker, without the prior written consent of the Buyer, will not disclose to seller that the Buyer is willing to pay a price greater than the offered price; (b) Broker, without the prior written consent of the seller, will not disclose to the buyer that seller is willing to sell property at a price less than the listing price; and (c) other than as set forth in (a) and (b) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

DocuSigned by: Seller ELDREDGE INVESTMENTS, LLC Date 11/16/2018 | 10:2 Seller Donald Bastie, CEO Date Buyer MONSOON BLOCKCHAIN STORAGE, INC. Date 11/14/2018 1:39:5 Buyer AND/OR ASSINGEE Date Real Estate Broker (Firm) GOLDWELL BANKER RESIDENTIAL BROKERAGE DRE Lic # 00616212 Date By Timothy Di Prizito Joyce Key DRE Lic # 01433017 Date 11/15/2018 | 4:32 Real Estate Broker (Firm) BERKSHIRE HATHAWAY HOMESERVICES CA PROPERTIES DRE Lic # 01317331 Date By Jodee Jean Lemon DRE Lic # 01950205 Date 11/14/2018 12:49

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PRBS 11/14 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)



CALIFORNIA ASSOCIATION OF REALTORS®

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Revised 12/17)

Property Address: 714 N OAKHURST DRIVE, BEVERLY HILLS, CA 90210 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant [Signature: Donald Basile, CEO] MONSOON BLOCKCHAIN STORAGE, INC. Date 11/14/2018 1:39:58
Buyer/Tenant AND/OR ASSINGEE Date
Seller/Landlord [Signature] ELDRIDGE INVESTMENTS, LLC Date 11/16/2018 10:29
Seller/Landlord Date

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WFA REVISED 12/17 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)





CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (C.A.R. Form RPA-CA, Revised 12/15)



Date Prepared: 11/14/2018

1. OFFER:

- A. THIS IS AN OFFER FROM MONSOON BLOCKCHAIN STORAGE, INC., AND/OR ASSINGEE ("Buyer").
B. THE REAL PROPERTY to be acquired is 714 N OAKHURST DRIVE, BEVERLY HILLS, CA 90210, situated in BEVERLY HILLS (City), LOS ANGELES (County), California, 90210 (Zip Code), Assessor's Parcel No. 4341-035-041 ("Property").
C. THE PURCHASE PRICE offered is Ten Million, Six Hundred Thousand Dollars \$ 10,600,000.00
D. CLOSE OF ESCROW shall occur on January 4, 2019 (date)(or Days After Acceptance).
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: Listing Agent COLDWELL BANKER RESIDENTIAL BROKERAGE (Print Firm Name) is the agent of (check one): the Seller exclusively; or both the Buyer and Seller. Selling Agent BERKSHIRE HATHAWAY HOMESERVICES CA PROPERTIES (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller.
C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a Possible Representation of More than One Buyer or Seller - Disclosure and Consent (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 318,000.00
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, cashier's check, personal check, other within 3 business days after Acceptance (or)
OR (2) Buyer Deposit with Agent: Buyer has given the deposit by personal check (or) to the agent submitting the offer (or to), made payable to . The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or). Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance (or). If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.
C. ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or Buyer shall, within 3 (or) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

- (1) FIRST LOAN: in the amount of \$ This loan will be conventional financing or FHA, VA, Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), Other . This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed %. Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
(2) SECOND LOAN in the amount of \$ This loan will be conventional financing or Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), Other . This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed %. Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
(3) FHA/VA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.

E. ADDITIONAL FINANCING TERMS:

- F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 10,282,000.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
G. PURCHASE PRICE (TOTAL): \$ 10,600,000.00

Buyer's Initials (DS) DCB

Seller's Initials (DS) F



Property Address: 714 N OAKHURST DRIVE, BEVERLY HILLS, CA 90210 Date: November 14, 2018

- H. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (Verification attached.)
- I. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or) Days After Acceptance.
- J. **LOAN TERMS:**
 - (1) **LOAN APPLICATIONS:** Within 3 (or) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (Letter attached.)
 - (2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.
 - (3) **LOAN CONTINGENCY REMOVAL:** Within 21 (or) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
 - (4) **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
 - (5) **LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- K. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. **SALE OF BUYER'S PROPERTY:**

- A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
- OR B. This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5. **ADDENDA AND ADVISORIES:**

- A. **ADDENDA:**

<input checked="" type="checkbox"/> Addendum # <u>1</u> (C.A.R. Form ADM)
<input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO) <input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA)
<input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
<input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA) <input type="checkbox"/> Other
- B. **BUYER AND SELLER ADVISORIES:**

<input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA)
<input type="checkbox"/> Probate Advisory (C.A.R. Form PA) <input checked="" type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
<input type="checkbox"/> Trust Advisory (C.A.R. Form TA) <input type="checkbox"/> REO Advisory (C.A.R. Form REO)
<input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA) <input type="checkbox"/> Other

6. **OTHER TERMS:** SELLER TO PAY FOR WOOD DESTROYING PEST INSPECTION PREPARED BY TOP TERMITE. SELLER AGREES TO PAY FOR ALL SECTION 1 REPAIRS IDENTIFIED IN REPORT. ALL TERMITE WORK TO BE COMPLETED 5 DAYS PRIOR TO CLOSE OF ESCROW.

7. **ALLOCATION OF COSTS**

- A. **INSPECTIONS, REPORTS AND CERTIFICATES:** Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**
 - (1) Buyer Seller shall pay for a natural hazard zone disclosure report, including tax environmental Other: _____ prepared by Disclosure Source.
 - (2) Buyer Seller shall pay for the following Report CITY OF LOS ANGELES 9A REPORT prepared by _____.
 - (3) Buyer Seller shall pay for the following Report _____ prepared by _____.

Buyer's Initials DS DCB () ()

Seller's Initials DS F () ()



Property Address: 714 N OAKHURST DRIVE, BEVERLY HILLS, CA 90210

Date: November 14, 2018

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) Buyer Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing... (2) (i) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government inspections... (ii) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards... (iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

- (1) (a) Buyer Seller shall pay escrow fee EACH TO PAY OWN RESPECTIVE FEE. (b) Escrow Holder shall be SELLER'S CHOICE. (c) The Parties shall, within 5 (or) Days After receipt, sign and return Escrow Holder's general provisions. (2) (a) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 13E. (b) Owner's title policy to be issued by SELLER'S CHOICE. (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or fee. (2) Buyer Seller shall pay City transfer tax or fee. (3) Buyer Seller shall pay Homeowners' Association ("HOA") transfer fee. (4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525. (5) Buyer Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525. (6) Buyer to pay for any HOA certification fee. (7) Buyer Seller shall pay for any private transfer fee IF APPLICABLE. (8) Buyer Seller shall pay for. (9) Buyer Seller shall pay for. (10) Buyer Seller shall pay for the cost, not to exceed \$ 1,200.00, of a standard (or upgraded) one-year home warranty plan, issued by First American Home Warranty, with the following optional coverages: Air Conditioner Pool/Spa Other: EAGLE PREMIER PLAN: FRIDGE, WASHER/DRYER, ROOF. Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement.

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C.

B. ITEMS INCLUDED IN SALE: Except as otherwise specified or disclosed,

- (1) All EXISTING fixtures and fittings that are attached to the Property; (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: all stove(s), except; all refrigerator(s) except; all washer(s) and dryer(s), except; (3) The following additional items: SEE ADDENDUM #1. (4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are () are NOT included in the sale. (5) LEASED OR LIENED ITEMS AND SYSTEMS: Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C. (6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(5) and, and (ii) are transferred without Seller warranty regardless of value.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii)

Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or will be removed and holes or other damage shall be repaired, but not painted).

Buyer's Initials () ()

Seller's Initials () ()



Property Address: **714 N OAKHURST DRIVE, BEVERLY HILLS, CA 90210**

Date: **November 14, 2018**

9. CLOSING AND POSSESSION:

- A. Buyer intends (or does not intend) to occupy the Property as Buyer's primary residence.
 - B. **Seller-occupied or vacant property:** Possession shall be delivered to Buyer: (i) at 6 PM or (**RECO** AM/ PM) on the date of Close Of Escrow; (ii) no later than ___ calendar days after Close Of Escrow; or (iii) at ___ AM/ PM on _____.
 - C. **Seller remaining in possession After Close Of Escrow:** If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
 - D. **Tenant-occupied property: Property shall be vacant at least 5 (or ___) Days** Prior to Close Of Escrow, unless otherwise agreed in writing. **Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.**
- OR **Tenant to remain in possession** (C.A.R. Form TIP).
- E. At Close Of Escrow: Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
 - F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

10. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).
 - (2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Listing Agent, if any, has completed and signed the Listing Broker section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Broker, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Broker.
 - (3) **Note to Buyer and Seller:** Waiver of Statutory and Lead Disclosures is prohibited by Law.
 - (4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).
 - (5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
 - (6) In the event Seller or Listing Broker, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
 - (7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days** After Delivery in person, or **5 Days** After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.
- B. **NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
 - C. **WITHHOLDING TAXES:** Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
 - D. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
 - E. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at **http://www.npms.phmsa.dot.gov**. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
 - F. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
 - (1) **SELLER HAS: 7 (or ___) Days** After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Buyer's Initials

DCB () ()

Seller's Initials

DS
F () ()

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 4 OF 10)

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714 N Oakhurst



Property Address: **714 N OAKHURST DRIVE, BEVERLY HILLS, CA 90210**

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(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has **3 (or ___) Days** After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

11. CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

- A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**

12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (i) a general physical inspection; (ii) an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and other lead-based paint hazards; (iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. **Buyer indemnity and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. TITLE AND VESTING:

- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

Buyer's Initials DS DCB () ()

Seller's Initials () () DS [Signature]



Property Address: **714 N OAKHURST DRIVE, BEVERLY HILLS, CA 90210**

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- E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.
- 14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).**
 - A. **SELLER HAS: 7 (or ___) Days** After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.
 - B. **(1) BUYER HAS: 17 (or ___) Days** After Acceptance, unless otherwise agreed in writing, to: **(i)** complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and **(ii)** Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.
 - (2)** Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
 - (3)** By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has **5 (or ___) Days** After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
 - (4) Continuation of Contingency:** Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).
 - (5) Access to Property:** Buyer shall have access to the Property to conduct inspections and investigations for **17 (or ___) Days** After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.
 - C. **REMOVAL OF CONTINGENCIES WITH OFFER: Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.**
 - D. **SELLER RIGHT TO CANCEL:**
 - (1) Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): **(i)** Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; **(ii)** Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); **(iii)** Deliver a letter as required by paragraph 3J(1); **(iv)** Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; **(v)** In writing assume or accept leases or liens specified in 8B5; **(vi)** Return Statutory and Lead Disclosures as required by paragraph 10A(5); or **(vii)** Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or **(viii)** Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - E. **NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: **(i)** be in writing; **(ii)** be signed by the applicable Buyer or Seller; and **(iii)** give the other Party at least **2 (or 3) Days** After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.
 - F. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: **(i)** completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; **(ii)** elected to proceed with the transaction; and **(iii)** assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
 - G. **CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: **(i)** be signed by the applicable Buyer or Seller; and **(ii)** give the other Party at least **3 (or ___) Days** After Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** Prior to the scheduled close of escrow.
 - H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

Buyer's Initials Deb () ()

Seller's Initials (F) () ()



Property Address: **714 N OAKHURST DRIVE, BEVERLY HILLS, CA 90210**

Date: **November 14, 2018**

- 15. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within **5 (or) Days** Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to paragraph 11; **(ii)** Repairs have been completed as agreed; and **(iii)** Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 16. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: **(i)** obtain invoices and paid receipts for Repairs performed by others; **(ii)** prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and **(iii)** provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 18. BROKERS:**
 - A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
 - B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; **(x)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(xi)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- 19. REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within **3 Days** After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
- 20. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
 - A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 (or) Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.**
 - B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.**

Buyer's Initials DS
DSB () ()

Seller's Initials DS
[Signature] () ()



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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 7 OF 10)

Property Address: **714 N OAKHURST DRIVE, BEVERLY HILLS, CA 90210**

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- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).**

Buyer's Initials DGB / _____

Seller's Initials DS / _____

22. DISPUTE RESOLUTION:

- A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 22C.

B. ARBITRATION OF DISPUTES:

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

"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 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. 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 TO NEUTRAL ARBITRATION."

Buyer's Initials DGB / _____

Seller's Initials DS / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

Buyer's Initials DGB () ()

Seller's Initials DS () ()



Property Address: 714 N OAKHURST DRIVE, BEVERLY HILLS, CA 90210 Date: November 14, 2018

32. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SELLER'S ACCEPTANCE IS **SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:** SMCO #1 11/14/18

One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date 11/16/2018 10:29 PST
SELLER

(Print name) ELDREDGE INVESTMENTS, LLC

Date _____ SELLER _____

(Print name) _____

Additional Signature Addendum attached (C.A.R. Form ASA).

(_____/_____) (Do not initial if making a counter offer.) **CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____

AM/ PM. **A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.**

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.**
- B. Agency relationships are confirmed as stated in paragraph 2.**
- C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.**
- D. COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (**Selling Firm**) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) BERKSHIRE HATHAWAY HOMESERVICES CA PROPERTIES DRE Lic. # 01317331
 By Jodee Jean Lemon JODEE JEAN LEMON DRE Lic. # 01950205 Date 11/14/2018 12:49:43 PM PST
 By _____ DRE Lic. # _____ Date _____
 Address 131 S RODEO DR. #100 City BEVERLY HILLS State CA Zip 90212
 Telephone (310)363-9210 E-mail jodee@jodeelemon.com

Real Estate Broker (Listing Firm) COLDWELL BANKER RESIDENTIAL BROKERAGE DRE Lic. # 00616212
 By Timothy Di Prizito TIMOTHY DI PRIZITO DRE Lic. # 01433017 Date 11/15/2018 4:32 PST
 By _____ DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone (310)273-3113 Fax _____ E-mail tdipri@gmail.com

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), counter offer numbers _____ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

Department of Business Oversight, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials _____

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials _____

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Published and Distributed by: REAL ESTATE BUSINESS SERVICES, INC. Buyer Acknowledges that page 10 is part of this Agreement DGB (_____) (_____) Buyer's Initials _____
 a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
 @525 South Virgil Avenue, Los Angeles, California 90020





CALIFORNIA ASSOCIATION OF REALTORS®

BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)



Property Address 714 N OAKHURST DRIVE, BEVERLY HILLS, CA 90210

- 1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.
3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.
A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS: Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
B. SQUARE FOOTAGE, AGE, BOUNDARIES: Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
C. WOOD DESTROYING PESTS: Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
D. SOIL STABILITY: Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL: Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
F. ENVIRONMENTAL HAZARDS: Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
G. EARTHQUAKES AND FLOODING: Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
H. FIRE, HAZARD AND OTHER INSURANCE: The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS: Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
J. RENTAL PROPERTY RESTRICTIONS: Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
K. SECURITY AND SAFETY: State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer Donald Basile, CEO 11/14/2018 1:39:58 PM PST Buyer
MONSOON BLOCKCHAIN STORAGE, INC. AND/OR ASSINGEE

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BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)





CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: [X] Purchase Agreement, [] Residential Lease or Month-to-Month Rental Agreement, [] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [] Other

dated November 14, 2018, on property known as 714 N OAKHURST DRIVE BEVERLY HILLS, CA 90210

in which MONSOON BLOCKCHAIN STORAGE, INC., AND/OR ASSINGEE is referred to as ("Buyer/Tenant") and ELDRIDGE INVESTMENTS, LLC is referred to as ("Seller/Landlord").

1. THE FOLLOWING ADDITIONAL ITEMS TO BE INCLUDED IN SALE: ALL TV, ELECTRONICS ATTACHED AND INSTALLED IN HOME, KITCHEN CUSTOM BAR TABLE, ALL LIGHTED MIRRORS AND MIRRORS EVEN ON HOOKS.

2. PARAGRAPH 26 IS HEREBY STRICKEN FROM RESIDENTIAL PURCHASE AGREEMENT.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 11/14/2018 1:39:58 PM PST DocuSigned by: Donald Basile, CEO

Buyer/Tenant MONSOON BLOCKCHAIN STORAGE, INC.

Buyer/Tenant AND/OR ASSINGEE

Date 11/16/2018 | 10:29 PST DocuSigned by:

Seller/Landlord ELDRIDGE INVESTMENTS, LLC

Seller/Landlord

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ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)





CALIFORNIA ASSOCIATION OF REALTORS®

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR BUYER REPRESENTATIVES)

(C.A.R. Form RCSD-B, Revised 6/16)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.

This is a disclosure to the Purchase Agreement or Buyer Representation Agreement OR [] Other [] Other, dated 11/14/2018 ("Agreement"),

for the property known as 714 N OAKHURST DRIVE ("Property"), between ELDREDGE INVESTMENTS, LLC ("Seller", [] "Buyer Broker"), and MONSOON BLOCKCHAIN STORAGE, INC. , AND/OR ASSINGEE ("Buyer")

If a trust, identify Buyer as the trustee(s) of the trust or by simplified trust name (e.g. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.) Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Buyer.

1. [] A. TRUST: (1) Assets used to acquire/lease the Property are held in trust pursuant to a trust document titled dated

(2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust.

[X] B. ENTITY: Buyer is a [X] Corporation, [] Limited Liability Company, [] Partnership [] Other: which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above [] is [] is not attached.

[] C. POWER OF ATTORNEY: Buyer ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney ([] Specific Power of Attorney for the Property), dated . This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.

2. Buyer's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Buyer:

DocuSigned by: Donald Basile, CEO

By Donald Basile, CEO Date: 11/14/2018 1:39:58 PM (Sign Name of Trustee, Officer, Managing Member, Partner, or Attorney-in-Fact) (Print Representative Name) DONALD BASILE Title: CEO

By Date: (Sign Name of Trustee, Officer, Managing Member, Partner, or Attorney-in-Fact) (Print Representative Name) Title:

Acknowledgement of Receipt By Other Party:

(Buyer Broker) BERKSHIRE HATHAWAY HOMESERVICES CA PROPERTIES

By Jodee Jean Lemon Date: 11/14/2018 12:49:43 PM

(Seller) Date: 11/16/2018 | 10:29 PST

(Print Seller Name) ELDREDGE INVESTMENTS, LLC

(Seller) Date:

(Print Seller Name)

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RCSD-B REVISED 6/16 (PAGE 1 OF 1)

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-B PAGE 1 OF 1)





CALIFORNIA ASSOCIATION OF REALTORS®

SELLER MULTIPLE COUNTER OFFER No. 1

(C.A.R. Form SMCO, Revised 12/15)

Date 11/14/2018

This is a counter offer to the: [X] Purchase Agreement, [] Other dated 11/14/2018, on property known as 714 N Oakhurst Dr, Beverly Hills, CA 90210-3533 between Monsoon Blockchain Storage Inc. and/or Assignee and Eldredge Investments, LLC.

- 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following: A. Paragraphs in the Offer that require initials by all parties... B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted... C. OTHER TERMS: See attached Addendum No. 1 to the Seller Multiple Counter No.1 and Addendum No. SMCO 1 dated 11/14/18

D. The following attached addenda are incorporated into this Multiple Counter Offer: [X] Addendum No. SMCO 1 [X] Addendum No. 1 to the Seller Multiple Counter No. 1

2. BINDING EFFECT: Seller is making Multiple Counter Offers to other prospective Buyers on terms that may or may not be the same as in this Multiple Counter Offer. This Multiple Counter Offer does not bind Seller and Buyer unless all of the following occur in the times specified below: Seller signs in paragraph 5, Buyer signs in paragraph 7, Seller signs in paragraph 8, and Buyer receives a copy of the Multiple Counter Offer with all of the signatures.

3. EXPIRATION OF SELLER MULTIPLE COUNTER OFFER: This Multiple Counter Offer shall be deemed revoked and the deposits, if any, shall be returned to Buyer unless by 5:00PM on the third Day After the date Seller signs in paragraph 5 (if more than one Seller, then the last date) (or by 5 AM PM on 11/15/2018 (Date)), (i) it is signed in paragraph 7 by Buyer, and (ii) a copy of the Multiple Counter Offer signed by Buyer is personally received by Seller or Di Prizito /Rey, who is authorized to receive it;

4. MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Seller selection of this Multiple Counter Offer.

5. SELLER MAKES THIS MULTIPLE COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. 11/14/2018 | 6: Eldredge Investments, LLC. Date 11/14/2018

6. ACCEPTANCE OF SELLER MULTIPLE COUNTER OFFER: Buyer's acceptance of this Seller Multiple Counter Offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by 5:00PM on the fourth Day After the date Seller signs in paragraph 5 (if more than one Seller, then the last date) (or by AM PM on (Date) (i) it is signed in paragraph 8 by Seller, and (ii) a copy of this Seller Multiple Counter Offer signed by Seller in paragraph 8 is personally received by Buyer or who is authorized to receive it.

7. ACCEPTANCE: Buyer accepts the above Multiple Counter Offer (If checked [] SUBJECT TO THE ATTACHED COUNTER OFFER #) and acknowledges receipt of a Copy 11/15/2018 1:58:59 PM PST Monsoon Blockchain Storage Inc. and/or Assignee Date 11/15/2018 Time 1:58:59 PM

8. SELECTION OF ACCEPTED MULTIPLE COUNTER OFFER: By signing below, Seller accepts this Multiple Counter Offer. NOTE TO SELLER: Do NOT sign in this box until after Buyer signs in paragraph 7. Eldredge Investments, LLC. Date Time AM PM

(/) (Initials) Confirmation of Acceptance: A Copy of the Signed Seller Selection was personally received by Buyer or Buyer's authorized agent on (date) at AM PM. A binding Agreement is created when a Copy of the Signed Seller Selection is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document.

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CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. SMCO 1

The following terms and conditions are hereby incorporated in and made a part of the: Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), Other SMCO

dated November 14, 2018, on property known as 714 N Oakhurst Dr, Beverly Hills, CA 90210-3533

in which Monsoon Blockchain Storage, Inc and/or Assignee is referred to as ("Buyer/Tenant") and Eldredge Investments, LLC. is referred to as ("Seller/Landlord").

- 1. Buyer's initial deposit to be funded into escrow within 48hrs after acceptance.
2. Close of Escrow to be * see Addendum No. 1 to Seller Multiple Counter Offer No. 1
3. Escrow to be A & A Escrow Services - Antonia Delgado. Buyer and Seller shall each pay own costs.
4. Title to be Fidelity National Title Company - Janis Okerlund
5. 14.B.(1) Buyer's Investigation Contingency to be 10 days and 14.B.(5) to be 10 days.
6. Para 14 E. NBP to be 2 days after delivery.
7. Other items to be included with the purchase price are as follows: Kitchen Butcher Block Table, All TV, AV, Security & camera electronics attached/ installed and all affixed bathroom mirrors.
8. Para 3. C. Seller's acceptance is subject to and contingent upon seller's final approval of buyer's proof of cash funds in excess of purchase price and closing costs to be delivered to seller within 24 hrs after acceptance.
9. Attached C.A.R. Form AGAA to be incorporated into this counter offer and RPA.
10. Buyer shall execute and return to seller the attached C.A.R. Form RCSD.
11. Attached Addendum No. 1 to Seller Counter No. 1 is hereby incorporated into this counter offer and RPA.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 11/15/2018 1:58:59 PM PST

Date 11/14/2018 | 6:29 PM PST

Buyer/Tenant Donald Basile, CEO Monsoon Blockchain Storage, Inc and/or Assignee

Seller/Landlord Eldredge Investments, LLC.

Buyer/Tenant _____

Seller/Landlord _____

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ADDENDUM (ADM PAGE 1 OF 1)





CALIFORNIA ASSOCIATION OF REALTORS®

ASSIGNMENT OF AGREEMENT ADDENDUM (For Use As An Addendum To A Purchase Agreement) (C.A.R. Form AOAA, 11/14)

The following terms and conditions are hereby incorporated in and made a part of the: [X] California Residential Purchase Agreement, [] other

dated November 14, 2018, on property known as 714 N Oakhurst Dr ("Agreement"),

Beverly Hills, CA 90210-3533 ("Property"),

between Monsoon Blockchain Storage, Inc and/or Assignee ("Buyer")

and Eldredge Investments, LLC. ("Seller"):

In consideration, of the covenants contained herein, Buyer hereby assigns to assignee and assignee accepts the assignment, subject to Seller's consent, of all or a partial interest of Buyer's right, title, and interest under the Agreement, including without limitation, the right, title, and interest in any down payment or earnest money upon the following terms and conditions:

- 1. (a) Partial Assignment (Adding a buyer): Buyer is adding the Assignee(s) named below to the Agreement and granting to such Assignee(s) Buyer's proportionate interest in the Agreement. (b) Total Assignment (New Buyer or Deleting a Buyer): Buyer is granting all of Buyer's interest in the Agreement to the new or remaining Buyers (Assignee(s)) named below. (c) Assignee(s) Names:
2. (a) Assignee acknowledges that Buyer has already provided Assignee all of the transaction documents previously approved by Buyer including, but not limited to, all contract documents, inspection reports, pamphlets, advisories, disclosures ("Prior Documents"). (b) Assignee, within 3 (or) Days After Seller Delivers to Assignee a Signed copy of this Assignment of Agreement Addendum ("Assignment") shall initial, Sign and Deliver to Seller all Prior Documents (or, [] initialed Signed copies of all Prior Documents are attached to this Assignment). (c) If Assignee does not Deliver to Seller all Prior Documents within the time specified in 2(b), Seller may withdraw consent to the Assignment and the Assignment shall have no further force and effect.
3. Assignee represents for the benefit of Seller that Assignee ratifies and approves as Assignee's own acts all prior approvals and acts of Buyer pursuant to the Agreement up to and including the date of this Assignment.
4. Assignee assumes and agrees to perform and observe all of the obligations and covenants of Buyer in the Agreement to be performed after the date of this Assignment.
5. Buyer acknowledges and agrees that, notwithstanding Seller's agreement to this Assignment, Buyer is not released from any obligations or covenants under the Agreement.
6. Other terms: Buyer and/or Donald Basile to be principal of Assignee
7. Seller has been advised that Buyer [] has [] has not received monetary consideration from Assignee for this Assignment.
8. Without releasing Buyer from any obligations or covenants under the Agreement and preserving all rights and remedies under the Agreement, in consideration of the covenants contained herein, Seller consents to the foregoing Assignment.
9. The parties acknowledge and agree that they have been advised to review this Assignment with their own attorney and/or accountant prior to signing this Assignment. The Brokers and agents make no representation as to the propriety, adequacy, legality or tax consequences of this Assignment.

By signing below, Buyer, Assignee, and Seller acknowledge that each has read, understands, received a copy of and agrees to the terms of this Assignment of Agreement Addendum.

DocuSigned by: Donald Basile, CEO Buyer Monsoon Blockchain Storage, Inc and/or Assignee

11/15/2018 1:58:59 PM PST

Buyer

Date

[] One or more assignees will sign by a representative. Attached is a Representative Capacity Signature Disclosure.

Assignee

Date

DocuSigned by: Seller Eldredge Investments, LLC.

Date 11/14/2018 | 6:29 PST

Seller

Date

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AOAA 11/14 (PAGE 1 OF 1)

ASSIGNMENT OF AGREEMENT ADDENDUM (AOAA PAGE 1 OF 1)





CALIFORNIA ASSOCIATION OF REALTORS®

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR BUYER REPRESENTATIVES)

(C.A.R. Form RCSD-B, Revised 6/16)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.

This is a disclosure to the Purchase Agreement or Buyer Representation Agreement OR [] Other [] Other, dated 11/14/2018 ("Agreement"), for the property known as 714 N Oakhurst Dr ("Property"), between Eldredge Investments, LLC ("Seller", [] "Buyer Broker"), and Monsoon Blockchain Storage, Inc and /or Assignee ("Buyer")

If a trust, identify Buyer as the trustee(s) of the trust or by simplified trust name (e.g. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.) Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Buyer.

- 1. [] A. TRUST: (1) Assets used to acquire/lease the Property are held in trust pursuant to a trust document titled [] dated []. (2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust. [X] B. ENTITY: Buyer is a [X] Corporation, [] Limited Liability Company, [] Partnership [] Other: [] which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above [] is [X] is not attached. [] C. POWER OF ATTORNEY: Buyer ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney ([] Specific Power of Attorney for the Property), dated []. This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.

2. Buyer's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Buyer:

DocuSigned by: Donald Basile, CEO Date: 11/15/2018 1:58:59 PM PST By Donald Basile, CEO (Sign Name of Trustee, Officer, Managing Member, Partner, or Attorney-in-Fact) CEO (Print Representative Name) Donald Basile Title: Principal

Acknowledgement of Receipt By Other Party:

(Buyer Broker) [] Date: [] By [] Date: [] (Seller) [] Date: 11/14/2018 | 6:29 PST (Print Seller Name) Eldredge Investments, LLC (Seller) [] Date: [] (Print Seller Name) []

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RCSD-B REVISED 6/16 (PAGE 1 OF 1)

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-B PAGE 1 OF 1)



ADDENDUM NO. 1 TO SELLER MULTIPLE COUNTER OFFER NO. 1

THIS ADDENDUM NO. 1 TO SELLER MULTIPLE COUNTER OFFER NO. 1 (this “**Addendum**”) is attached to and made a part of that certain Seller Multiple Counter Offer No. 1 dated as of November 14, 2018 (together with this Addendum, collectively, the “**Seller Counter Offer No. 1**”), which is a counter offer to the C.A.R. Form California Residential Purchase Agreement and Joint Escrow Instructions dated as of November 14, 2018 (the “**Offer**”), by and between MONSOON BLOCKCHAIN STORAGE, INC., AND/OR ASSINGEE (“**Buyer**”), and ELDREDGE INVESTMENTS LLC, a Delaware limited liability company AND/OR ASSIGNEE (“**Seller**”), with respect to that certain real property located at 714 N Oakhurst Dr., in the City of Beverly Hills, County of Los Angeles, State of California and identified by Assessor’s Parcel Number 4341-035-041 (the “**Property**”). The Offer and the Seller Counter Offer No. 1 are collectively referred to herein as the “**Agreement**”. Each capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Offer. To the extent that this Addendum conflicts with the Offer, the terms of this Addendum shall control and take precedence over the terms of the Offer. Buyer and Seller may be referred to herein each individually as a “**Party**” and collectively as the “**Parties**”.

1. Bankruptcy Court Approval; Close Of Escrow. Seller is currently the subject of bankruptcy proceedings pending in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) under case number 17-12560 (KJC) (the “**Bankruptcy Proceedings**”) and, therefore, the Agreement is subject to the approval of the Bankruptcy Court as more specifically set forth herein. The Close Of Escrow shall take place as soon as practicable after the entry of an order by the Bankruptcy Court approving the sale of the Property pursuant to the Agreement (the “**Sale Order**”), but no later than fourteen (14) days following the entry of the Sale Order (or the first business day thereafter, if such 14th day is not a business day) (the “**Closing Date**”), or on such later date as Buyer and Seller may mutually agree in writing; provided, however, Seller shall have the right to extend the Closing Date by up to an additional five (5) business days upon delivery of written notice to Buyer. Subject to the provisions of Paragraph 21.B. of the Offer, if the Close Of Escrow does not occur on or before the Closing Date, Escrow Holder shall, unless it is notified by both Parties to the contrary within five (5) days after the Closing Date, return to the depositor thereof items which may have been deposited hereunder. Any such return or termination, shall not, however, relieve either Party of any liability it may have under the terms of the Agreement for its wrongful failure to close.

2. Bankruptcy Sale. Buyer acknowledges that (i) Seller is a currently a “debtor-in-possession” in the Bankruptcy Proceedings, and (ii) the Agreement is subject to notice to creditors and the approval of the Bankruptcy Court. Buyer acknowledges that, in order to obtain Bankruptcy Court approval of the Agreement, Seller must demonstrate that it has taken reasonable steps to obtain the highest or otherwise best offer possible for the Property. Buyer further acknowledges and agrees that Seller may decide not to seek the Bankruptcy Court’s approval of the Agreement, if Seller determines that to do so would be inconsistent with its fiduciary duties, and, upon such determination, Seller may terminate this Agreement. If Seller is not able to obtain Bankruptcy Court approval of the Agreement, then Seller shall have the right to terminate the Agreement by delivering written notice of termination to Buyer. Upon any termination of the Agreement pursuant to this Section, Escrow Holder shall return the Deposit to Buyer and neither Party shall have any further rights, duties or obligations hereunder.

3. ACCEPTANCE OF PROPERTY AS-IS, WHERE-IS. BUYER ACKNOWLEDGES AND AGREES THAT (I) SELLER HAS NEVER OCCUPIED THE PROPERTY AND, AS SUCH, SELLER IS NOT VESTED WITH KNOWLEDGE OF THE PROPERTY ORDINARILY EXPECTED OF A SELLER OF RESIDENTIAL PROPERTY, AND (II) BUYER WILL BE CONCLUDING THE PURCHASE OF THE PROPERTY BASED SOLELY UPON BUYER'S OWN INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, AND ON AN "AS-IS, WHERE-IS" BASIS, WITH ALL FAULTS, LATENT AND PATENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ACKNOWLEDGES AND AGREES THAT NEITHER SELLER NOR ANY OF SELLER'S AGENTS OR REPRESENTATIVES HAS MADE, AND SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, ON WHICH BUYER IS RELYING AS TO ANY MATTER CONCERNING THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT (I) ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY BY OR ON BEHALF OF SELLER WAS OBTAINED FROM A VARIETY OF SOURCES, (II) SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION, (III) ALL SUCH INFORMATION HAS BEEN AND SHALL BE PROVIDED SOLELY AS AN ACCOMMODATION TO BUYER, (IV) SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION, AND (V) SELLER IS NOT, AND SHALL NOT BE, LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE CONDITION THEREOF, FURNISHED BY OR ON BEHALF OF SELLER OR ANY CONSULTANT, ADVISOR, ATTORNEY, REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, OR OTHER PERSON. BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL CLAIMS OR RIGHTS AGAINST SELLER AND EVERY ENTITY AFFILIATED WITH SELLER AND ALL OF ITS AND THEIR RESPECTIVE PARTNERS, MEMBERS, MANAGERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS AND INDEPENDENT CONTRACTORS AND THE SUCCESSOR OF EACH AND EVERY ONE OF THEM (COLLECTIVELY, THE "**SELLER PARTIES**") ARISING OUT OF THE INACCURACY OR INCOMPLETENESS OF ANY MATERIALS SO FURNISHED, ARISING OUT OF ANY ALLEGED DUTY OF THE SELLER PARTIES TO ACQUIRE, SEEK OR OBTAIN SUCH MATERIALS, ARISING OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND ANY AND ALL ACTUAL OR POTENTIAL CLAIMS OR RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY.

Without limiting the generality of the foregoing Section 3, Buyer and Seller hereby acknowledge and agree as follows: (i) neither Seller nor any of Seller's agents or representatives have made, and Seller hereby expressly disclaims and negates to the fullest extent permissible by law, any representations or warranties of any kind whatsoever, either express or implied, on which Buyer might otherwise rely as to any matter pertaining to the construction, renovation,

and/or condition of the Property; (ii) effective upon the Close Of Escrow, and only to the extent assignable, any and all warranties provided by the general contractor (“**General Contractor**”) or subcontractors for the Property in favor of Seller, if any, including with respect to the construction, renovation and/or condition of the Property (collectively, the “**Warranties**”) shall be deemed assigned to Buyer; (iii) Buyer shall first fully exhaust all of its remedies under the Warranties, if any, and otherwise against the General Contractor prior to attempting to institute any claim against Seller; and (iv) notwithstanding the foregoing subsection (iii), prior to instituting any litigation against the General Contractor with respect to any alleged construction or construction-related defects, latent or patent, pertaining to the Property (collectively, “**Defects**”), Buyer shall first notify the General Contractor of such Defects in accord with Section 910 et seq. of the California Civil Code so as to permit the General Contractor (and any responsible subcontractors) to repair or remediate such Defects. Notwithstanding anything to the contrary in subsections (i) through (iv) above, the Parties do not intend to negate Section 926 of the California Civil Code. The foregoing shall survive the Close Of Escrow and any earlier termination of the Agreement.

4. Buyer’s Remedies. If the transaction contemplated by the Agreement is not consummated by the Closing Date because of a default hereunder on the part of Seller, then Buyer’s sole and exclusive remedy by reason of such default by Seller shall be to terminate the Agreement, in which event neither Party shall have any further rights, duties or obligations under the Agreement and the Deposit shall be returned to Buyer. Buyer hereby expressly waives any and all rights to claim specific performance of the Agreement and to record a lis pendens upon the Property. If the consummation of the transaction hereunder shall have occurred, Seller shall have no liability to Buyer (and Buyer shall make no claim against Seller) for a breach of any alleged representation or warranty, failure to disclose, or any other covenant, agreement or obligation of Seller, or for indemnification under the Agreement or any document executed by Seller in connection with the Agreement. The provisions of this Section 4 shall survive the Close Of Escrow and any earlier termination of the Agreement.

5. Confidential. Buyer shall not disclose or permit to be disclosed to any third party, the terms or existence of the Agreement or the underlying transaction, any of the reports or any other documentation or information provided to or obtained by Buyer which relate to the Property (collectively, the “**Confidential Information**”) in any way without Seller’s prior written consent, which may be granted or withheld (i) in Seller’s sole and absolute discretion prior to the Close Of Escrow, or (ii) in Seller’s reasonable discretion after the Close Of Escrow. Notwithstanding the foregoing, Buyer shall have a right to disclose the Confidential Information: (i) to Buyer’s lenders, accountants, employees, attorneys and other agents upon whom Buyer will rely upon or consult with in making acquisition decisions in connection with the transaction contemplated herein, provided that (A) such parties have been advised of the confidential nature of the same and Buyer shall be responsible for such parties’ breach of the confidentiality restrictions set forth herein, and (B) all such Confidential Information shall be used by such parties solely in connection with the transaction contemplated hereby; and (ii) if obligated by law or legal process to make such disclosure, in which case Buyer shall provide Seller with written notice prior to any such disclosure. The provisions of this Section 5 shall survive the Close Of Escrow and any earlier termination of the Agreement.

6. Miscellaneous. The Agreement may be amended or modified only by a written instrument executed by both Buyer and Seller. The Agreement shall be interpreted and enforced pursuant to the laws of the State of California and the United States of America including the Bankruptcy Code, Title 11, United States Code. The Bankruptcy Court shall have sole and exclusive jurisdiction to interpret and enforce the terms of the Agreement and the Parties hereby consent and submit to such exclusive jurisdiction. The Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. In order to expedite matters, electronic signatures may be used in place of original signatures on the Agreement. The Parties intend to be bound by the signatures on the electronic document, and hereby waive any defenses to the enforcement of the terms of the Agreement based on the use of an electronic signature; provided, however, that the Parties hereby agree to execute and provide to each other original signatures, upon request made by either Party to the other. The invalidity or unenforceability of any one or more of the provisions of the Agreement shall not affect the validity of enforceability of any of the other provisions of the Agreement. The exhibits and schedules attached hereto are hereby incorporated by reference herein.

[Signature Page Follows]

EXHIBIT B



CALIFORNIA ASSOCIATION OF REALTORS®

CONTINGENCY REMOVAL No. 2

(C.A.R. Form CR, Revised, 6/16)

In accordance with the terms and conditions of the: [X] Residential Purchase Agreement (C.A.R. Form RPA-CA), [] Request For Repair (C.A.R. Form RR), [] Response And Reply To Request For Repair (C.A.R. Form RRRR) or [] Other

dated 11/14/2018, on property known as 714 N Oakhurst Dr, Beverly Hills, CA 90210-3533 ("Property"), between MONSOON BLOCKCHAIN STORAGE, INC., AND/OR ASSIGNEE ("Buyer") and Eldredge Investments LLC, a Delaware limited liability company ("Seller").

I. BUYER REMOVAL OF BUYER CONTINGENCIES:

1. With respect to any contingency and cancellation right that Buyer removes, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations and review of reports and other applicable information and disclosures; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and, expense, if any, for Repairs, corrections, or for the inability to obtain financing. Waiver of statutory disclosures is prohibited by law.

2. Buyer removes those contingencies specified below.

A. ONLY the following individually checked Buyer contingencies are removed:

- 1. [] Loan (Paragraph 3J)
2. [] Appraisal (Paragraph 3I)
3. [] Buyer's Physical Inspection (Paragraph 12)
4. [] All Buyer Investigations other than a physical inspection (Paragraph 12)
5. [] Condominium/Planned Development (HOA or OA) Disclosures (Paragraph 10F)
6. [] Reports/Disclosures (Paragraphs 7 and 10)
7. [] Title: Preliminary Report (Paragraph 13)
8. [] Sale of Buyer's Property (Paragraph 4B)
9. [] Review of documentation for leased or liened items (Paragraph 8B(5))
10. [] Other:
11. [] Other:

OR B. [] ALL Buyer contingencies are removed, EXCEPT: [] Loan Contingency (Paragraph 3J); [] Appraisal Contingency (Paragraph 3I); [] Contingency for the Sale of Buyer's Property (Paragraph 4B); [] Condominium/Planned Development (HOA) Disclosures (Paragraph 10F); [] Other

OR C. [X] BUYER HEREBY REMOVES ANY AND ALL BUYER CONTINGENCIES.

3. Once all contingencies are removed, whether or not Buyer has satisfied him/herself regarding all contingencies or received any information relating to those contingencies, Buyer may not be entitled to a return of Buyer's deposit if Buyer does not close escrow. This could happen even if, for example, Buyer does not approve of some aspect of the Property or lender does not approve Buyer's loan.

NOTE: Paragraph numbers refer to the California Residential Purchase Agreement (C.A.R. Form RPA-CA). Applicable paragraph numbers for each contingency or contractual action in other C.A.R. contracts are found in Contract Paragraph Matrix (C.A.R. Form CPM).

Buyer Donald Basile Date 12/4/2018 5:53:39 PM PST
Buyer Date

II. SELLER REMOVAL OF SELLER CONTINGENCIES: Seller hereby removes the following Seller contingencies:

- [] Finding of replacement property (C.A.R. Form SPRP); [] Closing on replacement property (C.A.R. Form SPRP)
[] Other

Seller Date

Seller Date

(/) (Initials) CONFIRMATION OF RECEIPT: A copy of this signed Contingency Removal was personally received by [] Buyer [X] Seller or authorized agent on 12/5/2018 at 12:04 PM (date), at 8 AM / [X] PM.

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CR REVISED 6/16 (PAGE 1 OF 1)

CONTINGENCY REMOVAL (CR PAGE 1 OF 1)



EXHIBIT C



CALIFORNIA ASSOCIATION OF REALTORS®

DEMAND TO CLOSE ESCROW (C.A.R. Form DCE, 10/05)

In accordance with the terms and conditions of the: [X] California Residential Purchase Agreement or [] Other ... ("Agreement"), dated November 14, 2018, on property known as 714 N Oakhurst Dr, Beverly Hills, CA 90210-3533 ("Property"), between Monsoon Blockchain Storage, Inc. and/or Assignee ("Buyer"), and Eldredge Investments LLC, a Delaware limited liability company ("Seller") with an agreed upon Close Of Escrow date of ... :

1. Seller hereby demands that Buyer close escrow on the Property:

A. [X] Within 3 (or []) Days After receipt of this Demand To Close Escrow but no earlier than the agreed upon Close Of Escrow date.

OR

B. [] By (Date), which is at least 3 Days After receipt of this Demand to Close Escrow but no earlier than the agreed upon Close Of Escrow date.

Note To Buyer: If you do not close escrow by the end of the time period specified in this Demand to Close Escrow, and Seller has fully performed, Seller may (i) immediately cancel the Agreement; (ii) bring legal action against you for damages (including but not limited to the deposit); or (iii) bring legal action against you to force you to buy the Property (specific performance).

Seller Eldredge Investments LLC, a Delaware limited liability company Date 1/18/2019 | 8:52 PM [X] AM [] PM Seller Date Time [] AM [] PM

2. Buyer hereby demands that Seller close escrow on the Property:

A. [] Within 3 (or []) Days After receipt of this Demand To Close Escrow, but no earlier than the agreed upon Close Of Escrow date.

OR

B. [] By (Date), which is at least 3 Days After receipt of this Demand to Close Escrow but no earlier than the agreed upon Close Of Escrow date.

Note To Seller: If you do not close escrow by the end of the time period specified in this Demand to Close Escrow, and Buyer has fully performed, Buyer may (i) bring legal action against you for damages because of your breach of contract, (ii) bring legal action against you to force you to sell the Property (specific performance), or (iii) both.

Buyer Date Time [] AM [] PM Buyer Date Time [] AM [] PM

(/) (Initials) CONFIRMATION OF RECEIPT: A Copy of this Signed Demand to Close Escrow was personally received by the Buyer or Seller to whom it was sent or that person's authorized agent on (date), at [] AM [] PM

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EXHIBIT D

From: Stewart Hayes <shayes@glaserweil.com>
Sent: Wednesday, January 23, 2019 9:11 PM
To: jodee@jodeelemon.com
Cc: 'Frederick Chin'; Mark Kemper; Allen Beck; Matthew Sorenson; David A. Fidler; Michael L. Tuchin; Saul Breskal; Timothy Di Prizito; Joyce Rey; antonia@aaescrow.com
Subject: 714 N. Oakhurst Drive, Beverly Hills, CA - Notice of Termination
Attachments: 714 N Oakhurst - Cancellation of Contract Release of Deposit and Cancellation of Escrow (Seller exec.PDF

Jodee,

We represent Eldredge Investments, LLC, the Seller under that certain California Residential Purchase Agreement and Joint Escrow Instructions dated November 14, 2018, for the purchase and sale of the property located at 714 N. Oakhurst Drive, Beverly Hills, CA (the "Purchase Agreement").

On behalf of Seller, we hereby terminate the Purchase Agreement pursuant to Section 14.G. thereof, because Buyer has failed to close the escrow for the purchase and sale of the property by the agreed closing date of January 18, 2019 and within three days following Buyer's receipt of Seller's Demand to Close Escrow dated January 18, 2019.

Further, attached is a Cancellation of Contract, Release of Deposit and Cancellation of Escrow (the "Cancellation Instructions") executed by Seller, which, when countersigned by Buyer, authorizes the escrow agent to release the deposit to Seller. In accordance with Section 14.H. of the Purchase Agreement, please arrange for Buyer to countersign the same and email a copy of the fully executed Cancellation Instructions to me and to the escrow agent within two business days. Failure to do so may subject Buyer to damages and civil penalties under Civil Code Section 1057.3.

Please do not hesitate to call or email me should you have any questions.

Regards,
Stew

Glaser Weil

Stewart Hayes

10250 Constellation Blvd., 19th Floor, Los Angeles, CA 90067
Main: 310.553.3000 | Direct: 310.556.7871 | Fax: 310.843.2671
E-Mail: shayes@glaserweil.com | www.glaserweil.com



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CANCELLATION OF CONTRACT,
RELEASE OF DEPOSIT
AND CANCELLATION OF ESCROW
(C.A.R. Form CC, Revised 11/14)

In accordance with the terms and conditions of the: [X] California Residential Purchase Agreement; or
[] Other
dated November 14, 2018, including all amendments and related documents, on property known
as 714 N Oakhurst Dr, Beverly Hills, CA 90210-3533
between Monsoon Blockchain Storage, Inc. and/or Assignee
and Eldredge Investments LLC, a Delaware limited liability company

Paragraphs 1 and 2 below constitute escrow instructions to Escrow Holder. Release of funds (pursuant to
paragraph 2) requires mutually Signed release instructions from Buyer and Seller, judicial decision or arbitration
award. A party may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith
dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

1. CANCELLATION OF CONTRACT: [] Buyer [X] Seller [] both Buyer and Seller cancel(s) the Agreement
for the following reason:

- A. [] As permitted by the good faith exercise of paragraph(s) of the Agreement.
OR B. [] Buyer has failed to remove the applicable contingency after being given a Notice to Buyer to Perform
(C.A.R. Form NBP).
OR C. [X] Buyer has failed to take the applicable contractual action after being given a Notice to Buyer to Perform
(C.A.R. Form NBP).
OR D. [] Seller has failed to take the applicable contractual action after being given a Notice to Seller to Perform
(C.A.R. Form NSP).
OR E. [] Seller has failed to remove the applicable contingency after being given a Notice to Seller to Perform
(C.A.R. Form NSP).
OR F. [] Per mutual agreement.
OR G. [X] Buyer has failed to take applicable contractual action after being given a Demand to Close Escrow (CAR Form DCE)

Buyer's or Seller's Signature (party cancelling the contract) Date 1/23/2019 | 7:19 PST
Buyer's or Seller's Signature (party cancelling the contract) Date

2. RELEASE OF DEPOSIT and CANCELLATION OF ESCROW

- Buyer and Seller cancel escrow # with and
A. [] Seller authorizes release of Buyer's deposit, less Buyer's fees and costs, to Buyer.
OR B. [X] Buyer authorizes release of Buyer's deposit, less Seller's fees and costs, to Seller. ([] Pursuant to a properly
executed liquidated damages clause, Buyer's authorization of release of deposit to Seller is limited to no more than
3% of the purchase price. Any additional deposit shall be returned to Buyer.)
OR C. [] Both Buyer and Seller acknowledge mutual cancellation of the Agreement and authorize Escrow Holder to
continue to hold the deposit until receiving subsequent mutual instructions, judicial decision or arbitration award.
OR D. [] Other:

Buyer and Seller (i) mutually release each other from all obligation to buy, sell or exchange the Property under the
Agreement, and unless otherwise specified, from all claims, actions and demands that each may have against the other(s)
by reason of the Agreement; and (ii) intend that all rights and obligations arising out of the Agreement are null and void.
Date Date 1/23/2019 | 7:19 PST
Buyer Monsoon Blockchain Storage, Inc. and/or Assignee Seller Eldredge Investments LLC, a Delaware limited liability
Buyer Seller

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FILED UNDER SEAL

EXHIBIT E

EXHIBIT F

Glaser Weil

10250 Constellation Blvd.
19th Floor
Los Angeles, CA 90067
310.553.3000 TEL
310.556.2920 FAX

Saul Breskal

January 25, 2019

Direct Dial

310.556.7844

Direct Fax

310.843.2644

Email

sbreskal@glaserweil.com

VIA FEDEX AND E-MAIL

Monsoon Blockchain Storage, Inc.
2877 Paradise Rd #702
Las Vegas, NV 8910
Attn: Dr. Donald Basile, CEO
Email: don@jdlbinvestments.com

Re: 714 N. Oakhurst Drive, Beverly Hills, CA

Dear Mr. Basile:

We represent Eldredge Investments, LLC, the Seller under that certain California Residential Purchase Agreement and Joint Escrow Instructions dated November 14, 2018, for the purchase and sale of the property located at 714 N. Oakhurst Drive, Beverly Hills (the "**Agreement**"). This letter is in response to your letter dated January 24, 2019, which you sent in response to our notice of termination of the Agreement emailed to your broker, Jodee Lemon, on January 23, 2019. If you are represented by legal counsel in this matter, then please provide us with your attorney's contact information so that we may communicate directly with your attorney.

In your letter, you proposed reinstating the Agreement subject to certain conditions. Seller appreciates that you may be working diligently to obtain the funds required to close escrow under the Agreement. However, Seller was entitled to terminate the Agreement following Buyer's breach thereof and it is not in Seller's best interests to reinstate the Agreement. Accordingly, we reaffirm that the Agreement was terminated and will remain terminated pursuant to our notice of termination dated January 23, 2019.

Your letter implies that Seller has not complied with certain obligations under the Agreement including completion of (i) "unfinished required seller repairs" and (ii) termite remediation work. Seller had no such obligations under the Agreement. Seller completed all of the repairs that Seller agreed to complete, as confirmed by your signature on the enclosed Verification of Property Condition (Buyer Final Inspection) dated January 17, 2019. To the extent any repairs have not been completed, you expressly agreed to assume sole responsibility to complete such repairs after the close of escrow in exchange for (a) Seller crediting Buyer with \$4,425

Monsoon Blockchain Storage, Inc.
Attn: Dr. Donald Basile, CEO
January 25, 2019
Page 2

through escrow at the closing, and (b) an additional \$2,000 being held back in the Escrow post-Closing to cover Buyer's costs to complete such repairs to the extent they exceed \$4,425. With regard to the termite work, you agreed to assume sole responsibility to complete such work after the close of escrow in exchange for Seller crediting Buyer with \$6,610 through escrow at the closing. (See enclosed Seller Response and Buyer Reply to Request for Repair and Addendum RRRR 2)

In your letter you threatened to initiate legal action against Seller, if Seller fails to either reinstate the Agreement on your terms or return Buyer's deposit upon termination of the Agreement. There is no basis whatsoever for such litigation. Buyer expressly waived all of its contingencies on December 4, 2018 (see enclosed Contingency Removal No. 2) at which time Buyer's deposit was deemed non-refundable. Thereafter, Buyer breached the Agreement by failing to close the escrow by the agreed closing date and Seller was within its rights to terminate the Agreement when Buyer failed to cure such breach within three days following Buyer's receipt of Seller's Demand to Close Escrow dated January 18, 2018. Section 21.B. of the Agreement expressly provides that if the Agreement is terminated by Seller as a result of a breach by Buyer following the waiver of Buyer's contingencies, then Seller has the right to retain Buyer's deposit as liquidated damages.

Please note that threats of litigation do not intimidate this Seller, especially considering the very high probability that Seller will prevail in such litigation, and the Agreement stipulates that the United States Bankruptcy Court for the District of Delaware will have exclusive jurisdiction for deciding disputes between the parties to the Agreement. We are extremely confident that if litigation is required to resolve a dispute regarding the parties' rights to the deposit, the end result of such litigation will be the same result that Seller is currently demanding—that is, Buyer will be required to release the deposit to Seller—but only after Buyer has incurred significant additional legal costs and expenses.

Section 14.H. of the Agreement unambiguously requires Buyer to sign mutual instructions to cancel the escrow and release the deposit to Seller. Accordingly, we reiterate our demand that you countersign the enclosed Cancellation Instructions on behalf of Buyer and provide the undersigned and the escrow agent with fully executed copies thereof as soon as possible. Buyer's failure to do so will constitute a further breach of the Agreement that may result in Buyer incurring damages in excess of the agreed amount of liquidated damages as well as civil penalties under California Civil Code Section 1057.3.

The foregoing is not intended to constitute a full recitation of the facts, circumstances, rights, claims, or defenses relating to this matter, nor is it intended

Monsoon Blockchain Storage, Inc.
Attn: Dr. Donald Basile, CEO
January 25, 2019
Page 3

as, nor shall it be deemed to constitute, a waiver or relinquishment of any of Seller's rights or remedies, legal or equitable, all of which are hereby expressly reserved.

Should you wish to discuss this matter further, please contact undersigned.

Very truly yours,



SAUL BRESKAL
of GLASER WEIL FINK HOWARD AVCHEN & SHAPIRO LLP

SB:sb
Enclosures

cc: Ms. Antonia Delgado (via e-mail; w/ encls.)
Ms. Jodee Lemon (via e-mail; w/ encls.)
Mr. Frederick Chin (via e-mail; w/ encls.)
Mr. Timothy Di Prizito (via e-mail; w/ encls.)
Ms. Joyce Rey (via e-mail; w/ encls.)
Stewart Hayes, Esq. (via e-mail; w/ encls.)



CALIFORNIA CONTINGENCY REMOVAL No. 2
ASSOCIATION OF REALTORS (C.A.R. Form CR, Revised, 6/16)

In accordance with the terms and conditions of the: [X] Residential Purchase Agreement (C.A.R. Form RPA-CA), [] Request For Repair (C.A.R. Form RR), [] Response And Reply To Request For Repair (C.A.R. Form RRRR) or [] Other

dated 11/14/2018, on property known as 714 N Oakhurst Dr, Beverly Hills, CA 90210-3533 ("Property"), between MONSOON BLOCKCHAIN STORAGE, INC., AND/OR ASSIGNEE ("Buyer") and Eidredge Investments LLC, a Delaware limited liability company ("Seller").

I. BUYER REMOVAL OF BUYER CONTINGENCIES:

1. With respect to any contingency and cancellation right that Buyer removes, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations and review of reports and other applicable information and disclosures; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and, expense, if any, for Repairs, corrections, or for the inability to obtain financing. Waiver of statutory disclosures is prohibited by law.

2. Buyer removes those contingencies specified below.

A. ONLY the following individually checked Buyer contingencies are removed:

- 1. [] Loan (Paragraph 3J)
2. [] Appraisal (Paragraph 3I)
3. [] Buyer's Physical Inspection (Paragraph 12)
4. [] All Buyer Investigations other than a physical inspection (Paragraph 12)
5. [] Condominium/Planned Development (HOA or OA) Disclosures (Paragraph 10F)
6. [] Reports/Disclosures (Paragraphs 7 and 10)
7. [] Title: Preliminary Report (Paragraph 13)
8. [] Sale of Buyer's Property (Paragraph 4B)
9. [] Review of documentation for leased or liened items (Paragraph 8B(5))
10. [] Other:
11. [] Other:

OR B. [] ALL Buyer contingencies are removed, EXCEPT: [] Loan Contingency (Paragraph 3J); [] Appraisal Contingency (Paragraph 3I); [] Contingency for the Sale of Buyer's Property (Paragraph 4B); [] Condominium/Planned Development (HOA) Disclosures (Paragraph 10F); [] Other

OR C. [X] BUYER HEREBY REMOVES ANY AND ALL BUYER CONTINGENCIES.

3. Once all contingencies are removed, whether or not Buyer has satisfied him/herself regarding all contingencies or received any information relating to those contingencies, Buyer may not be entitled to a return of Buyer's deposit if Buyer does not close escrow. This could happen even if, for example, Buyer does not approve of some aspect of the Property or lender does not approve Buyer's loan.

NOTE: Paragraph numbers refer to the California Residential Purchase Agreement (C.A.R. Form RPA-CA). Applicable paragraph numbers for each contingency or contractual action in other C.A.R. contracts are found in Contract Paragraph Matrix (C.A.R. Form CPM).

Buyer Donald Basile Date 12/4/2018 5:53:39 PM PST
MONSOON BLOCKCHAIN STORAGE, INC., AND/OR
Buyer Date

II. SELLER REMOVAL OF SELLER CONTINGENCIES: Seller hereby removes the following Seller contingencies:

- [] Finding of replacement property (C.A.R. Form SPRP); [] Closing on replacement property (C.A.R. Form SPRP)
[] Other

Seller Date

Seller Date

() (Initials) CONFIRMATION OF RECEIPT: A copy of this signed Contingency Removal was personally received by [] Buyer [X] Seller or authorized agent on 12/5/2018 | 12:04 PST, at 8 AM / [X] PM.

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CALIFORNIA ASSOCIATION OF REALTORS®

VERIFICATION OF PROPERTY CONDITION (BUYER FINAL INSPECTION) (C.A.R. Form VP, Revised 4/07)



Property Address 714 N OAKHURST DRIVE, BEVERLY HILLS, CA 90210

The purpose of this inspection is to satisfy Buyer regarding the condition of the Property. Buyer and Seller understand and agree that unless otherwise agreed in the prior contractual agreement between Buyer and Seller: (i) a final inspection is not a contingency of the purchase and sale, and (ii) the inspection or waiver is not intended in any way to alter the contractual obligations of Seller regarding the condition of Property to be delivered to Buyer at possession date.

1. Buyer acknowledges that: (1) Property is in substantially the same condition as on the date of acceptance of the offer to purchase/sell; and (2) Seller has completed any repairs, alterations, replacements or modifications as agreed to by Buyer and Seller with the following exceptions:

Items listed below are said to be done by COE or shortly after from the Seller and GC:

- 1. Remove debris from gutters Completed
2. Master bedroom balcony door trim being fabricated and will install after COE Agreed
3. Repairing vent registers in office and formal living room Completed
4. Clean, polish and touchup all flooring and stairs Completed
5. Painting all touchup areas of walls and hallways Completed
6. HVAC servicer is to repair gym system so operational Completed
7. Electrician to repair light and disposal switches in butlers pantry Completed
8. GC to provide work order for all roofing and items completed on Request for Repairs #1 Completed

The evaluation of the condition of the Property, including any items listed above, is based upon a personal inspection by Buyer and/or tests, surveys, inspections, or other studies performed by inspector(s) selected by Buyer.

OR (if checked):

- 2. Broker recommends that Buyer conduct a final inspection. If Buyer does not do so, Buyer is acting against the advice of the Broker.
[] Buyer waives the right to conduct a final inspection.

Receipt of a copy is hereby acknowledged.

DocuSigned by:

1/17/2019

Date Buyer Don Basile MONSOON BLOCKCHAIN STORAGE, INC.

Date Buyer AND/OR ASSINGEE

Date Seller ELDREDGE INVESTMENTS, LLC

Date Seller

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VP REVISED 4/07 (PAGE 1 OF 1)

VERIFICATION OF PROPERTY CONDITION (VP PAGE 1 OF 1)





CALIFORNIA ASSOCIATION OF REALTORS®

SELLER RESPONSE AND BUYER REPLY TO REQUEST FOR REPAIR No. One (Or other Corrective Action) (C.A.R. Form RRRR, Revised 12/15)

In accordance with the terms and conditions of the: Request For Repair No. One dated 11/24/2018, on property known as 714 N Oakhurst Dr, Beverly Hills, CA 90210-3533 ("Property"), between MONSOON BLOCKCHAIN STORAGE, INC., AND/OR ASSIGNEE ("Buyer"), and Eldredge Investments LLC, a Delaware limited liability company ("Seller").

SELLER RESPONSE TO BUYER REQUESTS:

- 1. Seller agrees: (Check all that apply). A. to all of Buyer's requests in Request for Repair No. 1, except: items 7, 25 and 28-31. B. at Close of Escrow, to credit Buyer \$ C. to reduce the purchase price to \$ D. Other Re item 30 and 31: See attached addendum No. RRRR 1.

(Note: Credits need to be disclosed to Buyer's lender and total contractual credits may be limited pursuant to the Agreement. Total credit and price reduction amount may not be enough to remedy all defects or repairs.)

- 2. Seller's agreement only applies if Buyer: A. Removes in writing the physical inspection contingency, B. Removes those contingencies identified on the attached Contingency Removal form (C.A.R. Form CR No. 1 & 2), which must be signed by Buyer,

AND C. Releases Seller and Brokers from any loss, liability, expense, claim or cause of action regarding the disclosed condition of the Property ("Release"),

Seller Eldredge Investments LLC, a Delaware Date 11/26/2018 | 7 Seller 27FDF99019284D7... Date

BUYER REPLY TO SELLER RESPONSE:

- 1. A. Buyer accepts Seller's response; OR B. Buyer accepts Seller's response with the following modification: See attached Addendum No. RRRR 2 OR C. Buyer withdraws Request for Repair No. _____, and makes a new request in the attached Request for Repair No. _____.

2. If Buyer accepts Seller response (1A) or if Seller agrees below to Buyer modifications in 1B, then Buyer (i) will be deemed to have withdrawn all requests for items that Seller has not agreed to; (ii) hereby removes the physical inspection contingency, (iii) hereby removes those contingencies on the attached C.A.R. Form CR, which is signed by Buyer, and; (iv) agrees to the Release above.

Buyer Donald Basile MONSOON BLOCKCHAIN STORAGE, INC., Date 12/4/2018 5:53:39 PM PS Buyer EEAE907C0C594BE... Date

ONLY APPLIES IF BUYER CHECKS 1B

Seller Agreement: Seller agrees to the Buyer modification on the terms provided above.

Seller Rejection: Seller does not agree to the Buyer modification.

Seller DocuSigned by: Date 12/5/2018 | 12: Seller 27FDF99019284D7... Date

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RRRR Revised 12/15 (PAGE 1 OF 1)

RESPONSE AND REPLY TO REQUEST FOR REPAIR (RRRR PAGE 1 OF 1)





CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. **RRRR 1**

The following terms and conditions are hereby incorporated in and made a part of the: Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), Other **C.A.R. Form RRRR**

dated **November 26, 2018**, on property known as **714 N Oakhurst Dr**, **Beverly Hills, CA 90210-3533**

in which **MONSOON BLOCKCHAIN STORAGE, INC., AND/OR ASSIGNEE** is referred to as ("Buyer/Tenant") and **Eldredge Investments LLC, a Delaware limited liability company** is referred to as ("Seller/Landlord").

Item 30: Seller shall provide fireplace remote controls for the Living room and Study fireplaces. Seller shall test remotes and deliver fireplaces operational. Seller will complete all recommended work described on the roof to seal or caulk gaps in flashing and/or vent pipes.

Item 31: Seller agrees to section 1 work recommendations per attached Fast Track Termite report date 10/29/2018.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____

Date **11/26/2018 | 7:29 PST**

Buyer/Tenant **MONSOON BLOCKCHAIN STORAGE, INC., AND/OR**

Seller/Landlord **Eldredge Investments LLC, a Delaware limited liability company**

Buyer/Tenant _____

Seller/Landlord _____

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ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)





ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. RRRR 2

The following terms and conditions are hereby incorporated in and made a part of the: Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), Other C.A.R. Form RRRR 1

dated November 26, 2018, on property known as 714 N Oakhurst Dr
Beverly Hills, CA 90210-3533

in which MONSOON BLOCKCHAIN STORAGE, INC., AND/OR ASSIGNEE is referred to as ("Buyer/Tenant")
and Eldredge Investments LLC, a Delaware limited liability company is referred to as ("Seller/Landlord").

Item 30: Seller shall provide fireplace remote controls for the Living room and Study fireplaces. Seller shall test remotes and deliver fireplaces operational. Seller will complete all recommended work described on the roof to seal or caulk gaps in flashing and/or vent pipes.

Additionally, Seller shall credit back buyer \$4,425.00 at COE for other fireplace cosmetic repair costs as described in the attached repair quotes (Stoneland & SLABACK). Also, Escrow is hereby instructed to "hold back" seller funds at COE in the amount of \$2,000 for buyer use in the event repair costs exceed buyer's credit amount above. Hold back funds to be available to buyer not to exceed 60 days after COE. Should the "hold back" funds not be needed by the buyer, Escrow is instructed to release any and all remaining funds back to seller. All repair work shall be the sole responsibility of buyer to be completed after COE.

Item 31: Seller agrees to section 1 work recommendations per attached Fast Track Termite report date 10/29/2018. At COE Seller agrees to credit buyer \$6,610.00 for section one termite work per McKernan Termite Report dated 11/20/18. All termite work shall be the sole responsibility of buyer to be completed after COE.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.
12/4/2018 5:53:39 PM PST

Date _____

Date 12/5/2018 | 12:04 PST

Buyer/Tenant Donald Basile
MONSOON BLOCKCHAIN STORAGE, INC., AND/OR

Seller/Landlord Eldredge Investments LLC, a Delaware limited liability

Buyer/Tenant _____

Seller/Landlord _____

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ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)





CANCELLATION OF CONTRACT,
RELEASE OF DEPOSIT
AND CANCELLATION OF ESCROW
(C.A.R. Form CC, Revised 11/14)

In accordance with the terms and conditions of the: X California Residential Purchase Agreement; or
Other
dated November 14, 2018, including all amendments and related documents, on property known
as 714 N Oakhurst Dr, Beverly Hills, CA 90210-3533
between Monsoon Blockchain Storage, Inc. and/or Assignee ("Buyer")
and Eldredge Investments LLC, a Delaware limited liability company ("Seller").

Paragraphs 1 and 2 below constitute escrow instructions to Escrow Holder. Release of funds (pursuant to
paragraph 2) requires mutually Signed release instructions from Buyer and Seller, judicial decision or arbitration
award. A party may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith
dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

1. CANCELLATION OF CONTRACT: Buyer X Seller both Buyer and Seller cancel(s) the Agreement
for the following reason:

- A. As permitted by the good faith exercise of paragraph(s) of the Agreement.
OR B. Buyer has failed to remove the applicable contingency after being given a Notice to Buyer to Perform
(C.A.R. Form NBP).
OR C. X Buyer has failed to take the applicable contractual action after being given a Notice to Buyer to Perform
(C.A.R. Form NBP).
OR D. Seller has failed to take the applicable contractual action after being given a Notice to Seller to Perform
(C.A.R. Form NSP).
OR E. Seller has failed to remove the applicable contingency after being given a Notice to Seller to Perform
(C.A.R. Form NSP).
OR F. Per mutual agreement.
OR G. X Other: Buyer has failed to take applicable contractual action after being given a Demand to Close Escrow (CAR Form DCE)

Buyer's or Seller's Signature (party cancelling the contract) 1/23/2019 | 7:19 PST
Date
Buyer's or Seller's Signature (party cancelling the contract) Date

2. RELEASE OF DEPOSIT and CANCELLATION OF ESCROW

- Buyer and Seller cancel escrow # with and
A. Seller authorizes release of Buyer's deposit, less Buyer's fees and costs, to Buyer.
OR B. X Buyer authorizes release of Buyer's deposit, less Seller's fees and costs, to Seller. (Pursuant to a properly
executed liquidated damages clause, Buyer's authorization of release of deposit to Seller is limited to no more than
3% of the purchase price. Any additional deposit shall be returned to Buyer.)
OR C. Both Buyer and Seller acknowledge mutual cancellation of the Agreement and authorize Escrow Holder to
continue to hold the deposit until receiving subsequent mutual instructions, judicial decision or arbitration award.
OR D. Other:

Buyer and Seller (i) mutually release each other from all obligation to buy, sell or exchange the Property under the
Agreement, and unless otherwise specified, from all claims, actions and demands that each may have against the other(s)
by reason of the Agreement; and (ii) intend that all rights and obligations arising out of the Agreement are null and void.
Date 1/23/2019 | 7:19 PST
Buyer Date
Seller
Buyer Monsoon Blockchain Storage, Inc. and/or Assignee
Seller Eldredge Investments LLC, a Delaware limited liability

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CANCELLATION OF CONTRACT, RELEASE OF DEPOSIT AND CANCELLATION OF ESCROW (CC PAGE 1 OF 1)