



**ARTICLE 9  
MISCELLANEOUS**

**9.1 Condemnation and Casualty; Maintenance of the Property.**

9.1.1 Between the Effective Date and the Closing, Seller shall maintain the Property in good order, condition and repair, and in at least substantially the same manner as at present, reasonable wear and tear excepted. ~~Buyer shall not be responsible for any improvements to the Property made by Seller after the Effective Date and before the Closing. Buyer shall not be responsible for any improvements to the Property made by Seller after the Effective Date and before the Closing.~~

~~Buyer shall not be responsible for any improvements to the Property made by Seller after the Effective Date and before the Closing. Buyer shall not be responsible for any improvements to the Property made by Seller after the Effective Date and before the Closing.~~

*MA*

SL

MS AS

9.1.2

In the event, prior to the Closing Date, there is non-material condemnation

proceedings commenced or threatened, then Buyer shall accept the Property in its then condition, in

which case all condemnation awards paid or payable to Seller by reason of such condemnation shall be paid or assigned to Buyer.

by reason

9.1.3 In the event, prior to the Closing Date, there is non-material condemnation proceedings commenced or threatened, then Buyer shall accept the Property in its then condition, in which case all condemnation awards paid or payable to Seller by reason of such condemnation shall be paid or assigned to Buyer.

9.2 Notices. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof to be given to any person or entity shall be in writing, and any such notice shall become effective upon delivery after being sent in the mails, certified or registered, with appropriate postage prepaid for first-class mail, by hand delivery, overnight courier showing receipt of delivery, or by facsimile transmission. Notices shall be deemed received at the earlier of: (i) actual receipt; (ii) twenty-four (24) hours after deposit with a reputable overnight courier as evidenced by a receipt of deposit; (iii) three (3) days following deposit in the U.S. Mail, as evidenced by a return receipt; (iv) on the date of hand delivery; (v) or upon confirmation of transmission by facsimile; or (vi) when delivery is refused. Notice may also be provided by email, if followed by one of the foregoing methods. Notices shall be directed to the address of such person or entity set forth below, or at such other address as either party shall hereafter designate in writing and deliver to the other in accordance with the provision of this paragraph:

If to Seller at:

The Rubinfeld Family Limited Partnership  
3214 W. Burbank Blvd.  
Burbank, CA 91505  
Telecopy No. (818) 566-8229  
Email address: [natrubinfeld@gmail.com](mailto:natrubinfeld@gmail.com)

With a copy to:

Greg Yaris, Esq.  
1875 Century Park East, Suite 2200  
Los Angeles, CA 90067

454688.5

Telecopy No. (310) 553-3910  
Email address: gyaris@earthlink.net

If to Buyer at:

Champion Realty, Ltd.,  
11601 Wilshire Blvd., Suite 1650  
Los Angeles, CA 90025  
Telecopy No. (310) 312-8030  
Email address: rchampion@champdev.com


With a copy to:

Resch, Polster & Berger  
1840 Century Park East, 17th Floor  
Los Angeles, CA 90067  
Attn: Richard S. Friedman, Esq.  
Telecopy No. (310) 552-3209  
Email address: rfriedman@rpblaw.com

IN WITNESS WHEREOF, the parties hereto have executed this Real Property Purchase and Sale Agreement effective as of the Effective Date.

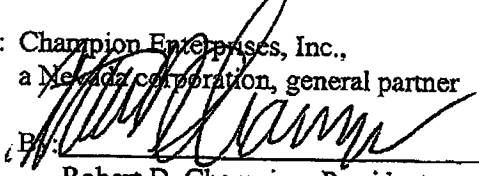
SELLER:

The Rubinfeld Family Limited Partnership,  
a California limited partnership

By:   
Nathan Rubinfeld, general partner

BUYER:

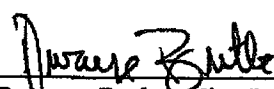
Champion Realty, Ltd.,  
a California limited partnership

By: Champion Enterprises, Inc.,  
a Nevada corporation, general partner  
By:   
Robert D. Champion, President

The undersigned hereby acknowledges the contents of this Agreement and agrees to proceed in strict accordance herewith.

Escrow Holder:

Commerce Escrow Company

By:   
Dwayne Butler, Vice President  
Date: December 9, 2013



**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE REAL PROPERTY**

# EXHIBIT A

## LEGAL DESCRIPTION

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

### PARCEL 1:

THAT PORTION OF LOT 1 OF TRACT NO. 2209, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22 PAGE 37 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 1; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, A DISTANCE OF 86 FEET TO THE INTERSECTION THEREOF WITH A LINE PARALLEL WITH AND DISTANT 14 FEET WESTERLY MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF SAID LOT; THENCE NORTH 00 DEGREES 13 MINUTES 50 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 28.70 FEET; THENCE NORTHWESTERLY AND WESTERLY ALONG A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 5.82 FEET, THROUGH AN ANGLE OF 95 DEGREES 13 MINUTES 12 SECONDS, A ARC DISTANCE OF 9.67 FEET TO A POINT OF REVERSE CURVE; THENCE WESTERLY ALONG A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 428 FEET, THROUGH AN ANGLE OF 05 DEGREES 14 MINUTES 53 SECONDS, AN ARC DISTANCE OF 39.20 FEET; THENCE TANGENT SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST, A DISTANCE OF 40.50 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT, DISTANT THEREON 33.09 FEET NORTHERLY FROM SAID SOUTHWESTERLY CORNER; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, A DISTANCE OF 33.09 TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER MINERALS IN AND UNDER SAID LAND, LYING BENEATH A PLANE WHICH IS 500 FEET BELOW THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY FROM THE SURFACE THEREOF, OR FROM ANY POINT WITHIN 500 FEET OF SAID SURFACE, RESERVED BY TRANGNIEW INC., IN DEED RECORDED JANUARY 6, 1977 AS INSTRUMENT NO. 77-16879.

### PARCEL 2:

LOT 3 OF TRACT NO. 2209, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22 PAGE 37 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ANY PART CONTAINED WITHIN THE LINES OF VISTA DEL MAR AVENUE.

### PARCEL 3:

LOTS 1, 3 AND THE NORTH 17 FEET OF LOTS 2 AND 4 OF TRACT NO. 10149, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 163 PAGES 17 THROUGH 19 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF LOTS 1 AND 3 AS DEEDED TO THE STATE OF CALIFORNIA FOR ROAD PURPOSES, BY DEED RECORDED JUNE 13, 1951 AS INSTRUMENT NO. 3378, IN BOOK 36524 PAGE 312 OFFICIAL RECORDS.

APN: 5546-031-027, 5546-031-007 and 5546-031-031

**EXHIBIT B**

1. Leases and Rent Roll
2. Service Contracts
3. Preliminary Title Report.
4. Copies of all property tax bills for the Property for fiscal tax years 2011-2012, 2012-2013 and 2013-2014.
5. Notices or correspondence, if any, that Seller has received within the past twelve months relating to any legal claims that could affect the Property or Buyer from and after the Closing.



**EXHIBIT C  
GRANT DEED**

Recording Requested by and  
When Recorded Mail to:  
Champion Realty, Ltd.,  
11601 Wilshire Blvd., Suite 1650  
Los Angeles, CA 90025

---

Space Above This Line for Recorder's Use  
**GRANT DEED**

The undersigned Grantor declares that Documentary Transfer Tax is not part of the public records.

For valuable consideration, receipt and adequacy of which are hereby acknowledged, - The Rubinfeld Family Limited Partnership, a California limited partnership ("Grantor"), hereby grants, sells, conveys and transfers to \_\_\_\_\_ ("Grantee"), that certain real property located in Los Angeles, CA, as legally described in Exhibit A.

IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute this instrument as of the date hereinafter written.

Dated: \_\_\_\_\_, 201\_\_

GRANTOR:

The Rubinfeld Family Limited Partnership,  
a California limited partnership

By: \_\_\_\_\_  
Nathan Rubinfeld, general partner

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE REAL PROPERTY**