

AMENDMENT TO ESCROW INSTRUCTIONS

FIDUCIARY CO-TRUSTEES as Seller(s)
324 E 55th St., Los Angeles, CA 90011

ESCROW No. _____

September _____, 2026

1. Buyer understands and agrees that the property subject to this escrow is part of a Trust Estate. Buyer further understands and agrees that any delays caused procedures relating to the requirements of a sale by Trustees or by court proceedings, including any hearing on an objection to a Notice of Proposed Action or other delay caused by an objection to a Notice of Proposed Action, shall not constitute a default or breach on the part of the Sellers and shall not constitute grounds for unilateral cancellation of the agreement for purchase and any escrow related thereto. This sale will be subject to a Notice of Proposed Action pursuant to Probate Code §16500 et seq, which gives each party interested in the Trust 45 days to object. If, upon the lapse of 45 days from the mailing of such notice, there are no objections OR upon the earlier receipt of unanimous consent of all persons and entities interest in the Trust, then the purchase and sale transaction will proceed without court proceedings. If a written objection is served on a Co-Trustee or the attorney for the Co-Trustees, then the Co-Trustees will petition the court for authorization to proceed with the sale.

2. Buyer and Seller agree that if Buyer fails to complete the purchase of the real property which is the subject of this bid by reason of any default of Buyer, Sellers shall retain the deposit of Buyer until an agreement has been reached regarding the amount, if any, damages for which buyer might be liable. pursuant to the applicable California Probate Code provisions and any successor statutes thereto.

3. The within sale is made of the land and structures in "AS IS" condition, without any representation or warranty as to zoning or special use, conformity of the improvements or use thereof to current zoning or building laws, the condition of any part of the structure, the condition or suitability of any improvements thereon, the condition of any utility system or appliance. It is further made subject to current taxes, covenants, conditions, restrictions, reservations, rights, rights-of-way, and easements of record, if any, affecting said property. Bonds, special assessments, if any, taxes and expenses of operation shall be prorated as of the date of recording of conveyance. Buyer acknowledges that the Buyer has thoroughly inspected the property including inspections for lead based paint, environmentally hazardous materials and mold and the offer is made as a result of these inspections, and not on the representation of the Sellers or any selling agent. Buyer agrees that Sellers are not and shall not be responsible for any defects or damages resulting from improper or inadequate geological or other soils conditions, including by way of description and not limitation, failure of lateral support, slippage and flooding. Buyer agrees that the property is offered without representation, warranty, or covenant of any kind, expressed or implied.

4. Buyer understands that Sellers HALCYON WASHINGTON and WHITNEY BALL, CO-TRUSTEES OF THE HOLLIS H. BALL REVOCABLE SEPARATE PROPERTY TRUST as amended, have not lived on the property and neither is familiar with said property and therefore neither makes any representation regarding the condition of the property, its utilities or improvements. Additionally, Buyer has been informed that Sellers are fiduciaries for not only the beneficiaries of the Trust but also the creditors of Trustor Hollis H. Ball and will be distributing the proceeds of sale to said beneficiaries and creditors and Sellers are therefore not and will not be responsible for any deficiencies or defects regarding the condition of the property, its utilities or improvements discovered after close of escrow and Buyer(s) willingly and knowingly assume the burden of the risk of such possible after discovered conditions.

5. Broker's commissions are not to exceed 5%.

END AMENDMENT

DATED:

DATED:

Buyer

Halcyon Washington, Co-Trustee & Seller

DATED:

Whitney Marie Ball, Co-Trustee & Seller