

ATTACHMENT A
(Form of Addendum No. 1-A to Purchase Agreement)

**ADDENDUM NO. 1-A to RESIDENTIAL PURCHASE AGREEMENT AND JOINT
ESCROW INSTRUCTIONS**

Seller: Gerard F. Keena II, Court-Appointed Referee in Alameda County Superior Court Case No. 25CV000055

Buyer: _____

Property: 304 Fairmont Avenue, Oakland, California 94611 (the "**Property**")

This *Addendum No.1-A to Residential Purchase Agreement and Joint Escrow Instructions* ("**Addendum**") is attached to and made a part of that certain *Residential Purchase Agreement and Joint Escrow Instructions* dated as of _____, 2026 (the "**Agreement**") and entered into concurrently herewith by and between Gerard F. Keena II, solely in his capacity as the Court-appointed Referee ("**Seller**") in Superior Court for the State of California, County of San Mateo (the "**Court**"), Case No. 25CV000055 (the "**Case**"), and _____ ("**Buyer**"). **In the event of any conflict between this Addendum and the provisions of the Agreement and/or the provisions of any other addendum to the Agreement, the provisions of this Addendum shall prevail.** Seller and Buyer desire to modify and supplement the Agreement as follows:

1. **No Liability by Seller.** Buyer acknowledges and agrees to all the following terms and conditions:
 - A) Seller is not the owner and/or original developer of the Property and has no personal knowledge of the Property's condition or history. Seller is partitioning the Property solely in his capacity as the Court-appointed Referee in the Case and through his authorization as the Referee in the Case. Seller is an exempt Seller pursuant to California Civil Code § 1102.2(b). Seller is not acting in his personal capacity and no liability or obligations shall accrue to him personally or any of his managers, attorneys, accountants, employees, agents, representatives, heirs, partners, other advisors, or lenders that directly or indirectly caused him to be appointed as the Referee in the Case.
 - B) All information regarding the Property which has previously been, or is hereafter, provided by Seller to Buyer is for informational purposes only, and Seller makes no representations or warranties with regards to any of such information provided to Buyer. **No additional terms or conditions shall be made a condition to Buyer closing the sale.**
 - C) Buyer, Buyer's successors, agents, assigns, affiliates, and heirs hereby agree not to make any claim and/or seek any recourse against Seller personally; Seller's personal assets; Seller's partners (either general or limited); Seller's shareholders, members, managers, officers, directors, attorneys, accountants, agents, employees, heirs, independent contractors, lenders that directly or indirectly caused or motioned Seller's appointment as

the Referee, and advisors, for any actual or alleged liability claimed by Buyer against Seller arising out of the Agreement and/or this Addendum.

2. **No Warranties.** BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS PURCHASING THE PROPERTY IN ITS “AS-IS/WHERE-IS” CONDITION, “WITH ALL FAULTS,” SOLELY IN RELIANCE ON BUYER’S OWN INDEPENDENT INVESTIGATION, ANALYSIS AND EVALUATION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE TRANSACTION CONTEMPLATED BY THE AGREEMENT AND/OR THIS ADDENDUM, AND NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER EXPRESS OR IMPLIED, HAVE BEEN MADE BY SELLER, SELLER’S AGENTS, OR ANY OTHER PERSON OR ENTITY ACTING FOR OR ON BEHALF OF SELLER, INCLUDING, WITHOUT LIMITATION, THE STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS ON THE LAND; THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY THAT MAY BE PROVIDED TO BUYER; THE CONFORMITY OF THE PROPERTY TO APPLICABLE ZONING OR BUIDLING CODE REQUIREMENTS; THE EXISTENCE OF SOIL INSTABILITY; PAST SOIL REPAIRS; SUSCEPTIBILITY TO LANDSLIDES; SUFFICIENCY OF SHORING OR FOUNDATIONS; SUFFICIENCY OF DRAINAGE; OR ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY OR ANY IMPROVEMENTS SITUATED THEREON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT WITH RESPECT TO ALL INFORMATION, WHETHER WRITTEN, ORAL, OR IN THE FORM OF MAPS, SURVEYS, PLATS, SOIL SPECIFICATIONS, OR ANY OTHER INFORMATION WHATSOEVER, WITHOUT EXCEPTION, PERTAINING TO THE PROPERTY, ANY AND ALL RECORDS AND OTHER DOCUMENTS PERTAINING TO THE USE AND OCCUPANCY OF THE PROPERTY, THE INCOME THEREOF, THE COSTS AND EXPENSE OF MAINTENANCE THEREOF, AND ANY AND ALL OTHER MATTERS CONCERNING THE CONDITION, SUITABILITY, INTEGRITY, MARKETABILITY, COMPLIANCE WITH LAW, OR OTHER ATTRIBUTES OR ASPECTS OF THE PROPERTY PROVIDED TO BUYER, SELLER HAS NEITHER VERIFIED THE ACCURACY OF SAME NOR THE QUALIFICATIONS OF THE PERSONS PREPARING SUCH INFORMATION, AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT THERETO. BUYER ASSUMES ANY AND ALL LIABILITY ARISING FROM ANY RELIANCE THAT BUYER PLACES THEREON IN MAKING THE PURCHASE CONTEMPLATED BY THE AGREEMENT, AND/OR THIS ADDENDUM. BUYER ASSUMES ALL RISKS WITH RESPECT TO ALL ATTRIBUTES AND CONDITIONS OF THE PROPERTY, INCLUDING THE LAND AND ANY IMPROVEMENTS THEREON, AND BUYER EXPRESSLY ASSUMES ALL RISK AND LIABILITY FOR DAMAGES ARISING THEREFROM. THESE PROVISIONS SHALL SUPERSEDE ANY OTHER INCONSISTENT PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF AND SHALL SURVIVE THE CLOSE OF ESCROW.
3. **Deposit.** Notwithstanding paragraph 5.A. “DEPOSIT” of the Agreement, Buyer must remit a \$ _____, non-refundable earnest money deposit directly into Seller’s referee estate trust account. This deposit, less any direct costs incurred on Buyer’s behalf if any, will only

be returned to Buyer if the Court fails to approve the sale to Buyer for any reason whatsoever.

- Closing Costs:** Buyer shall be solely responsible for paying all Escrow Fees, County and City Transfer Fees if applicable, and Seller Title Policy costs at close of sale.
- Liquidated Damages.** Paragraph 26 “LIQUIDATED DAMAGES” of the Agreement is deleted in its entirety and hereby replaced with the following:

If Buyer fails to complete the purchase of the Property because of Buyer’s default, Seller shall retain, as liquidated damages, the deposit held at the time of said default, not to exceed 3% of the purchase price. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. SELLER’S RIGHT TO RETAIN THE DEPOSIT SHALL BE WITHOUT FURTHER ORDER OF THE COURT.

Buyer’s Initials _____ / _____ Seller’s Initials _____ / _____

- Court Confirmation.** The sale of the Property is subject to confirmation by the Court pursuant to a noticed hearing **and potential overbidding at said hearing** (the “Court Confirmation Hearing”). Seller will set the Court Confirmation Hearing only after (a) all contingencies are removed by Buyer, and (b) Seller receives the full deposit in Seller’s referee estate trust account. In the event Buyer is outbid at the Court Confirmation Hearing, Seller shall have no obligation to Buyer other than the return of Buyer’s earnest money deposit and Buyer shall have no recourse against Seller. If Buyer is the successful purchase party at the Court Confirmation Hearing, Buyer shall close the sale within twenty (20) days after the Court enters an order confirming the sale to Buyer. **If Buyer fails to close the sale within said time frame and the failure to timely close the sale is through no fault of Seller, Buyer shall be in breach of the Agreement and Buyer will forfeit Buyer’s deposit as set forth above.** Buyer acknowledges and agrees that Seller reserves the right to continue the sale and/or reschedule the Confirmation Hearing and/or close of escrow.
- Waiver of Jury Trial and Jurisdiction for Any Legal Disputes.** Buyer and Seller understand and agree that the Case is an equity proceeding and waive any and all rights to a jury trial as to any legal dispute, proceeding, or action between Buyer and Seller arising out of the Agreement, and/or this Addendum, and/or the sale of the Property. **Accordingly, paragraph 27. “MEDIATION” and paragraph 28 “ARBITRATION OF DISPUTES” of the Agreement are hereby deleted in their entirety. Buyer and Seller agree that if there is any legal dispute, proceeding, or action arising out of the Agreement and/or this Addendum between Buyer and Seller, the Court presiding over the Case shall have full jurisdiction over any such legal dispute, proceeding, or action.** Furthermore, Buyer and Seller agree that the Court in this Case retains jurisdiction to cancel the Agreement or sale of the Property in its entirety.

8. **Assignments.** Paragraph 23 “ASSIGNMENT/NOMINATION” is hereby deleted in its entirety. Buyer shall not assign any part of Buyer’s interest in the Agreement. Buyer further understands and agrees that no changes to Buyer or Buyer’s name will be made after the entry of an order approving the sale. Buyer hereby confirms that the name given below is the true and correct name to be used in the deed conveying title.
9. **Attorneys’ Fees and Costs.** Paragraph 22. “ATTORNEY FEES AND COSTS” is hereby deleted in its entirety. In any dispute, action, or proceeding between Buyer and Seller arising out of the Agreement, this Addendum, and/or the sale of the Property, the predominantly prevailing Buyer or Seller shall be entitled to reasonable attorneys’ fees and costs from the predominantly non-prevailing Buyer or Seller.
10. **Severability.** If any term, provision, covenant, or condition of the Agreement and/or this Addendum is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement and/or this Addendum shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.
11. **Counterparts.** The Agreement and this Addendum may be signed in counterparts, all of which taken together shall constitute one original and may be executed with scanned and/or faxed signatures, each of which shall have the same force and effect as the original signature.

The parties hereto agree to be bound to the terms and conditions set forth herein.

BUYER

SELLER

By: _____
Name:

By: _____
Gerard F. Keena II, solely in his capacity as
Court-Appointed Referee
Alameda County Superior Court
Case No. 25CV000055