

FILED
SUPERIOR COURT
OF GUAM

2024 SEP 25 PM 2:57

CLERK OF COURT,

BY: 

1 BROOKS CONCEPCION LAW, P.C.
2 247 Martyr Street, Ste. 101
3 Hagatna, Guam 96910
4 (671) 472-6848
5 (671) 477-5790

6 Attorney for Petitioner

7 IN THE SUPERIOR COURT OF GUAM

8 IN THE MATTER OF THE ESTATE) PROBATE CASE NO: PR0171-80
9 OF:)
10 CATALINA E. CAMACHO,) RETURN OF SALE OF REAL PROPERTY
11 Deceased.) AND PETITION FOR ORDER CONFIRMING
12) SALE OF LOT 5280-3, MANGILAO, GUAM

13 The return and verified petition of Co-Administrator Edward Camacho and Peter
14 Manibusan (hereinafter "Petitioner") of the Estate of Catalina E. Camacho, deceased shows:

- 15 1. This Court has jurisdiction to hear this matter pursuant to Title 15 §1403, §1401(b),
16 §2311, §2313, §2315, §2317, §2325, §2341(a) and §2345.
- 17 2. Pursuant to a Order of this Court entered on February 27, 2019, the Estate
18 Administrators were authorized to sell Lot No. 5280-3 and 5280-1, Mangilao, Guam.
- 19 3. Petitioners previously sold Lot 5280-1, Mangilao and now request the Court to
20 confirm the sale of Lot 5280-3, Mangilao Guam.
- 21 4. Petitioners have entered an agreement to sell estate property, subject to this Court's
22 confirmation, on a date to be scheduled by the court.
- 23 5. The real property to be sold is more fully described as follows:

24 Lot 5280-3, Municipality of Mangilao, containing an area
25 of 194,081 square meters, as described on the Lot Parcelling
26 Map of Lot 5280, Drawing No. FC12-1123, L.M. No. 121
FY 2013, as recorded in the Department of Land Management
on August 30, 2013 under Instrument No. 855890

27 together with the improvements thereon pursuant to the Vacant Land Purchase Agreement and Joint
28

C104-01

1 Escrow Instructions, a copy of which is attached as Exhibit "A". Sale is made subject to real estate
2 taxes due, covenants, conditions, restrictions, reservations, rights of way, and easements of record
3 that do not materially affect the value or intended use of the property. Escrow charges are to be
4 divided equally between the parties. Examination of title and title insurance policy, are to be at the
5 expense of party requesting the same.

6

7 6. An appraisal from Micronesian Appraisal, Inc., dated September 18, 2024,
8 determined that the value of the property is Three Million Five Hundred Thousand and 00/100
9 (\$3,500, 000.00). *See excerpts of Appraisal*, attached hereto as Exhibit "B". The sum offered for
10 the sale of the property, \$3,500,000, is more than 90 percent of the appraised value and is not
11 disproportionate to the value of the property at the time of the sale.

12

13 6. It is to the advantage and benefit of the estate, and those interested in it, that the
14 property be sold. The Estate has many heirs, some of whom reside off island. Subdivision of the
15 property is not economical due to the number of heirs to the Estate and the cost of a survey to
16 subdivide the Property. Sale proceeds will be used for the payment of debts and expenses of
17 administration as well as outstanding real property taxes and the remainder will be distributed to the
18 heirs of the Estate in their pro-rate shares.

19

20 7. Petitioners request that any requirements for a surety bond be waived.
21

22 8. Petitioners, by contract in writing (a copy of which is attached as Exhibit "C"),
23 employed Blue Water Realty, LLC, a real estate broker, duly licensed by the Territory of Guam,
24 through whose efforts the sale returned herein was made, and the broker should be allowed a
commission for these services as provided in the attached agreement.

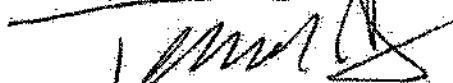
25 **WHEREFORE**, Petitioners pray for a hearing on this return and petition for the following;
26

27 1. That the Court determine that the sale of the real property is for the advantage,
28 benefit and best interest of the estate and those interested in it; and

1
2. That the Court confirm the sale and payment of the real estate broker and direct
3 Petitioners, as Co-Administrators of the Estate of Catalina E. Camacho, deceased, to execute a
4 proper conveyance of the property, and for all other proper relief.
5

6 Dated this 25th day of Sept., 2024.
7

8 BROOKS CONCEPCION LAW, P.C.
9

10 By: 
11 Terrence M. Brooks, Esq.
12 Attorney for Co-Administrators
13 Edward Camacho & Peter Manibusan
14

15 **VERIFICATION**
16

17 The undersigned declare under penalty of perjury that they are the Co-Administrators of this
18 Estate, that the foregoing documents are true of their own knowledge except as to those matters
19 which are therein stated on her information and belief and as to those matters they believe them to
20 be true.
21

22 We declare under penalty of perjury that the foregoing is true and correct.
23 Executed this 25th day of September, 2024.
24

25 
26 Edward Camacho
27 Co-Administrator
28


Peter Manibusan
Co-Administrator



**DISCLOSURE REGARDING
REAL ESTATE AGENCY RELATIONSHIP**
(As required by the Civil Code)
(G.A.R. Form AD, Revised 07/24/2024)



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. 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.

BUYER'S AGENT

A Buyer's 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. An agent acting only for a Buyer has the following affirmative obligations:

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 salespersons and broker associates, 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, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

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.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

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.

Buyer/Seller/Landlord/Tenant _____	Guam Housing and Urban Renewal Authority	Date _____
Buyer/Seller/Landlord/Tenant _____	Elizabeth F. Nepo, Executive Director	Date <u>09/19/2024</u>
Agent _____	HOME VENTURES REALTY	Lic. # <u>RCB-738</u>
By _____	Real Estate Broker (Firm) <u>HOME VENTURES REALTY</u> Name <u>Chris Delgado</u>	Lic. # <u>RCB-738</u> Date <u>09/22/24</u> (Salesperson or Broker-Associate, if any)

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AD (PAGE 1 OF 1)

HOME VENTURES REALTY, 344 R. Alvaro Corp Dr Tamuning CI 96911

Chris Delgado

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 1)

#11452129

#19774873



**EXHIBIT A
001**



CONFIRMATION OF REAL ESTATE AGENCY RELATIONSHIPS

(As required by the Civil Code)
(G.A.R. Form AC, Revised 07/20/202)

Subject Property Address Lot 6280-3, Mangilao, GU 96913

This is (or Is NOT) an amendment to, and supersedes, the agency confirmation in the purchase agreement.

The following agency relationship(s) is/are hereby confirmed for this transaction:

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm Blue Water Realty **License Number** RCB-781
Is the broker of (check one) the Seller/Landlord; or both the Buyer/Tenant and Seller/Landlord (dual agent).

Seller's Agent Carlos Camacho **License Number** RCB-781
Is (check one) the Seller's/Landlord's Agent (salesperson or broker associate); or both the Buyer's/Tenant's and Seller's/Landlord's Agent (dual agent).

Buyer's Brokerage Firm HOME VENTURES REALTY **License Number** RCB-738
Is the broker of (check one) the Buyer/Tenant; or both the Buyer/Tenant and Seller/Landlord (dual agent).

Buyer's Agent Clare Delgado **License Number** RCB-738
Is (check one) the Buyer's/Tenant's Agent (salesperson or broker associate); or both the Buyer's/Tenant's and Seller's/Landlord's Agent (dual agent).

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONFIRMATION.

Seller/Landlord Edward Camacho **Estate of Catalina E. Camacho** **Date** 09/23/24

Seller/Landlord Peter Manibusan **Date** 09/23/24

Buyer/Tenant Elizabeth F. Napoli **Guam Housing and Urban Renewal Authority** **Date**

Buyer/Tenant Elizabeth F. Napoli **Date** 09/23/24

Seller's Brokerage Firm Blue Water Realty

By Carlos Camacho **Carlos Camacho** **Date** 09/23/24

Buyer's Brokerage Firm HOME VENTURES REALTY

By Clare Delgado **Clare Delgado** **Date** 09/22/24

**A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE.
IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR REAL ESTATE ATTORNEY.**

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AC (PAGE 1 OF 1)



CONFIRMATION REAL ESTATE AGENCY RELATIONSHIPS (AC PAGE 1 OF 1)

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GHURA_1st

**EXHIBIT A
002**



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(G.A.R. FORM VLPA, Revised 08/16/2024)

Date Prepared: 09/18/2024

1. **OFFER:**
 - A. **THIS IS AN OFFER FROM** Guam Housing and Urban Renewal Authority ("Buyer"). Individual(s). A Corporation, A Partnership, An LLC, Other Government Entity
 - B. **THE PROPERTY** to be acquired is Lot 6220-3 situated in Mangilao (Village/City), Guam, 96913 (Zip Code). Legal Description. Lot 6220-3 Mangilao, GU 96913 ("Property").
 - C. **FURTHER DESCRIPTION AS**
(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
 - D. **Buyer and Seller are referred to herein as the "Parties."** Brokers and Agents are not Parties to this Agreement.
2. **AGENCY:**
 - A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (G.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
 - B. **CONFIRMATION:** The following agency relationships are here confirmed for this transaction.

Seller's Brokerage Firm	<u>Blue Water Realty</u>	License Number <u>RCE-781</u>
Is the broker of (check one): <input checked="" type="checkbox"/> the Seller; or <input type="checkbox"/> both the Buyer and Seller (Dual Agent).		
Seller's Agent	<u>Garden Camacho</u>	License Number <u>RCE-781</u>
Is (check one): <input checked="" type="checkbox"/> the Seller's Agent (Salesperson or broker associate); or <input type="checkbox"/> both the Buyer's and Seller's Agent (Dual Agent).		
Buyer's Brokerage Firm	<u>HOME VENTURE REALTY</u>	License Number <u>RCE-738</u>
Is the broker of (check one): <input checked="" type="checkbox"/> the Buyer; or <input type="checkbox"/> both the Buyer and Seller (Dual Agent).		
Buyer's Agent	<u>Clara Delapaz</u>	License Number <u>RCE-738</u>
Is (check one): <input checked="" type="checkbox"/> the Buyer's Agent (Salesperson or broker associate); or <input type="checkbox"/> both the Buyer's and Seller's Agent (Dual Agent).		
C. More than one Brokerage represents <input type="checkbox"/> Seller, <input checked="" type="checkbox"/> Buyer, See, Additional Broker Acknowledgement (G.A.R. Form ABA).		
D. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (G.A.R. Form PRSS).		
3. **TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 16 pages. The Parties are advised to read all 16 pages.

Par	Term	Description of Contract Term	Terms and Conditions	Additional Terms
A	\$, 5B (cash)	Purchase Price	\$ 2,600,000.00	<input checked="" type="checkbox"/> All Cash
B		Close Of Escrow (COE)	30 Days after Acceptance OR on _____ (date)	
C	404	Expiration of Offer	3 calendar days after all Buyer Signature(s) or (date) at 5PM or <input type="checkbox"/> AM/OPM	
D(1)	SA(1)	Initial Deposit Amount	\$ _____ (% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Within 2 (or 1) business days after Acceptance by wire transfer OR <input type="checkbox"/> (date) OR <input type="checkbox"/>
D(2)	SA(2)	<input checked="" type="checkbox"/> Increased Deposit (Money placed into escrow after the initial deposit. Use form D(2) if even increased deposit is made.)	\$ _____ (% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR <input type="checkbox"/> (date) OR <input type="checkbox"/>
E(1)	SC(1)	Loan Amount(s): First Interest Rate Points	\$ _____ (% of purchase price) Fixed rate or <input type="checkbox"/> initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, <input checked="" type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other
E(2)	SC(2)	Additional Financed Amount Interest Rate Points	\$ _____ (% of purchase price) Fixed rate or <input type="checkbox"/> initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other
B(9)	7A	Intended Use	Investment OR <input type="checkbox"/>	
F	SD	Balance of Down Payment	\$ _____	
PURCHASE PRICE TOTAL			\$ 3,600,000.00	

VLPA (PAGE 1 OF 16)

Buyer's Initials EDSeller's Initials CC, PM

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 1 OF 16)

Produced with Long Vail Transactions (ReForm Edition) 712 N Haskell St. Suite 2200, Dallas, TX 75201 www.lvt.com

GAR/BL

EXHIBIT A
003

Date: 08/18/2024

Property Address: Lot 6280-3, Mansfield, GU 88913

	Para #	Paragraph Title or Contracted Term	Terms and Conditions	Additional Terms
G(1)	SE	Seller Credit, if any, to Buyer	<input checked="" type="checkbox"/> 5 (or _____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other:
G(2)	ADDITIONAL FINANCIAL TERMS			
G(3)	21	<input checked="" type="checkbox"/> Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (G.A.R. Form CR-B attached).		
H(1)	6B	Verification of All Cash (sufficient funds)	Attached to the offer or <input checked="" type="checkbox"/> 3 (or _____) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input checked="" type="checkbox"/> 3 (or _____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or <input checked="" type="checkbox"/> 3 (or _____) Days after Acceptance	<input checked="" type="checkbox"/> Prequalification <input type="checkbox"/> Preapproved <input type="checkbox"/> Fully underwritten preapproval
J	19	Final Verification of Condition	6 (or _____) Days prior to COE	
K	20	Assignment Request	17 (or _____) Days after Acceptance	
L(1)	6C	CONTINGENCIES	NOTE TO BUYER: REMOVE CONTINGENCIES	CONTINGENCY / REMOVED
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B	Appraisal: Appraised contingency based upon appraised value of a minimum of purchase price or <input checked="" type="checkbox"/> \$0	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C	<input checked="" type="checkbox"/> Purchase of Manufactured Home Buyer has (or <input checked="" type="checkbox"/> has not) entered into contract to purchase a personal property manufactured home	17 (or _____) Days after Acceptance <input checked="" type="checkbox"/> Shall remain in effect until the Close Of Escrow of the Property	REMOVAL OR WAIVER OF CONTINGENCY:
L(4)	8D	<input checked="" type="checkbox"/> Construction Loan Financing A draw from the construction loan will not (or <input checked="" type="checkbox"/> will) be used to finance the Property	17 (or _____) Days after Acceptance	Any contingency in L(1)-L(10) may be removed or waived by checking the applicable box above, or attaching a Contingency Removal (G.A.P. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8K. <input type="checkbox"/> CR-B attached
L(5)	SE, 16	Investigation of Property	17 (or _____) Days after Acceptance	
L(6)	8F	Informational Access to Property	17 (or _____) Days after Acceptance	
L(7)	8G, 17A	Buyer's right to inspect the Property for informational purposes only is NOT a contingency and does NOT create additional compensation rights for Buyer.	17 (or _____) Days after Acceptance, or 6 Days after Delivery, whichever is later	
L(8)	8H, 16A	Preliminary ("Title") Report	17 (or _____) Days after Acceptance or 5 Days after Delivery, whichever is later	
L(9)	6I, 11E	Common Interest Disclosures	17 (or _____) Days after Acceptance or 5 Days after Delivery, whichever is later	
L(10)	8J, 8B(2)	Review of leased or rented items (e.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 6 Days after Delivery, whichever is later	
L(11)	8M	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input checked="" type="checkbox"/> G.A.R. Form COP attached		
M	3R	Vacant Lot Delivery <input checked="" type="checkbox"/> Landscaping in place	Upon notice of recordation On COE Date	Property to be delivered subject to tenant rights, except
N		Documents of Title	Upon COE Date	
N(1)	17A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	28B	Sign and return Escrow Holder General Provisions, Supplements, Instructions	6 (or _____) Days after receipt	
N(3)	11E(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	3B	Evidence of representative authority	3 Days after Acceptance	

VLPA (PAGE 2 OF 16)

Buyer's Initials CC, Seller's Initials PMEXHIBIT A
004

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 2 OF 16)

Produced with Lone Star Transactions (TxForm E8800) 717 N Haskell St. Suite 2200, Dallas, TX 75201 www.hsl.com

GARIA, LLC

Date: 05/18/2024

Property Address: Lot 529B-3, Mengelino, GA 35813

O		Informational Addendum		
P		Items Included and Excluded		
P(1)		Items included - All items specified in Paragraph 9B are included and the following, if checked:		
<input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/>		
P(2)		Excluded Items: <input type="checkbox"/>		
Q		Allocation of Costs		
Para #	Description	Who Pays? (Check one) (Check all that apply unless otherwise agreed)		Additional Terms
Q(1)	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both		<input type="checkbox"/> Environmental <input type="checkbox"/> Other <input type="checkbox"/> Provided by:
Q(2)	16B(1)(D) Environmental Survey (Phase I)	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both at Buyer's discretion		
Q(3)	Govt Point of Sale Requirements Inspections and reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both at Buyer's discretion		
Q(4)	22B Escrow Fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both <input type="checkbox"/> Each to pay their own fees		Escrow Holder/Buyer's option.
Q(5)	16 Owner's title insurance policy	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both		Title Company (if different from Escrow Holder):
Q(6)	Buyer's Lender title insurance policy	Buyer		Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(7)	Guam Recording Tax/Fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both		
Q(8)	City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both		
Q(9)	11E(2) HOA fee for preparing disclosures	Seller		
Q(10)	HOA constitution fee	Buyer		
Q(11)	HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both		Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(12)	NOT USED.			
Q(13)	(A) Relocation survey Reports (B) Relocation survey assist Reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both <input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both		
Q(14)	(A) fees/costs (B) fees/costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both <input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both		
R	12 Additional Tenant Documents: <input type="checkbox"/> Income and Expense Statements <input type="checkbox"/> Tenant Estoppel Certificate			
S	OTHER TERMS:			

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

- A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:
- Residential Units Purchase Addendum (G.A.R. Form RU-PA)
 Other _____

- B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Addendum # 01 (G.A.R. Form ADM)
 Back Up Offer Addendum (G.A.R. Form BUO)
 Buyer Intent to Exchange Addendum (G.A.R. Form BXA) Seller Intent to Exchange Addendum (G.A.R. Form SXA)
 Other M.L.S. Data sheet 22-2408 Other _____

- C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- Wire Fraud Advisory (G.A.R. Form WFA)
 Other: _____ Other: _____

VLPA (PAGE 3 OF 18)

Buyer's Initials: ED, Seller's Initials: EC, PM

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 3 OF 18)

Produced with Legal Will Transactions (zipForm Edition) 217 N Haskell St. Suite 2200, Dallas, TX 75201 www.zipform.com

GARIA, Llc

EXHIBIT A
005

Date: 09/10/2024

Property Address: Lot 6280-3, Mengilao, GU 96913

5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.

A. DEPOSIT:

- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder or C, if checked, deposited into Broker's trust account upon acceptance. If a method other than wire transfer is specified in paragraph 3D(1) and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
- (2) **INCREASED DEPOSIT:** Increased deposit specified in paragraph 3D(2) to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (G.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
- (3) **RETENTION OF DEPOSIT:** Paragraph 3E, if Initiated by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified Guam real estate attorney: (i) Before adding any other clause specifying a remedy (such as release, or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed Invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.

B. ALL CASH OFFER: If an all cash offer is specified in paragraph 3A, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in paragraph 3H(1), Deliver written verification of funds sufficient for the purchase price and closing costs.

C. LOAN(S):

- (1) **FIRST LOAN:** This loan will provide for conventional financing UNLESS Seller Financing (G.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in paragraph 3E(1).
- (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in paragraph 3E(2), that amount will provide for conventional financing UNLESS Seller Financing, Assumed Financing, Subject To Financing, or Other is checked in paragraph 3E(2).
- (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of paragraph 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
- (4) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT), paragraph 3F (including all cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer as specified in paragraph 3G(1) or Otherwise Agreed, 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 any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller 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.

6. ADDITIONAL FINANCING TERMS:

A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs, within the time specified in paragraph 3H(2) may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B.

B. VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in paragraph 3H(3) 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 3E. If any loan specified in paragraph 3E is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

C. 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 specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing of the purchase price on the COE date (paragraph 2B) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

A. INTENDED USE: Buyer intends to use the Property as indicated in paragraph 3E(3). Intended use may impact available financing.

B. CONDITION OF PROPERTY ON CLOSING: Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (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 or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.

C. BUYER IS STRONGLY ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY IN ORDER TO DETERMINE ITS PRESENT CONDITION. Seller and Agents 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 all required permits issued and/or finalized.

D. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, and all items included in either paragraph 3P or paragraph 9. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("HOA") to obtain keys to accessible HOA facilities.

VLPA (PAGE 4 OF 18)

Buyer's Initials Q,Seller's Initials CC, PM

CHINA_Law



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 4 OF 18)

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CHINA_Law

**EXHIBIT A
006**

Property Address: Lot 6280-3, Mangilao, GU 96913

Date: 03/13/2024

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

B. LOAN(B):

- (1) This Agreement is, unless otherwise specified in paragraph 3L(1) or an attached CR form, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). 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 and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.

(2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's insurance contingency. Failure of Buyer to obtain insurance may justify cancellation based on the insurance contingency but not the loan contingency.

(3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement, unless Otherwise Agreed.

(4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in paragraph 3L(1), obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

- APPRAISAL:**

(1) This Agreement is, unless otherwise specified in paragraph 3L(2) or an attached CR form, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in paragraph 3L(2), without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraiser. For any cancellation based upon this appraisal contingency, Buyer shall deliver a copy of the written appraisal to Seller, upon request by Seller.

(2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in paragraph 3L(2), then Buyer may not use the loan contingency specified in paragraph 3L(1) to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in paragraph 3L(2). If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.

(3) NOT APPLICABLE.

MANUFACTURED HOME PURCHASE: If checked in paragraph 3L(3), this Agreement
concerns the purchase of a manufactured home to be placed on the Property after Closing of Escrow.

**personal property
CONSTRUCTION**

INVESTIGATION OF PROPERTY: This Agreement is, as specified in paragraph 31(5), contingent upon Buyer's acceptance of

E. INVESTIGATION OF PAP

INSURANCE: This Agreement is, as specified in paragraph 3(E), contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.

9. REVIEW OF SELLER DOCUMENTS. This Agreement is, as specified in p-

approval of Seller's documents required in paragraph 17A.

- TITLE:**

 - (1) This Agreement is, as specified in paragraph 31(4), contingent upon Buyer's ability to obtain the title policy provided for in paragraph 169 and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and notifying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted statements.
 - (2) Buyer has 5 Days after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

I. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in paragraph 31(i), conditioned upon Buyer's review and approval of Common Interest Disclosures.

J. BUYER REVIEW OF LEASED OR LINED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to paragraph 9B(3), is, as specified in paragraph 2L(10), a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement. Buyer, by the time specified in paragraph 3L(10), refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or lined items.

K. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.

L. REMOVAL OF CONTINGENCY OR CANCELLATION:

- (1) For any contingency specified in paragraph 31, 8, or elsewhere Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
 - (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in paragraph 31, or 8 Days after Delivery of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
 - (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform, may cancel this Agreement.

M. SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (G.A.R. Form CCP) is checked as a contingency of this Agreement in paragraph 8L(11).

VLPA (PAGE 5 OF 10)

Buyer's Materials

Seller's Initials

Before initials CC, PM



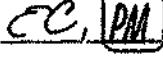
VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 5 OF 18)

Date: 08/18/2024

Property Address: Lot 6/200-3, Mangilao, GU 96913

- 9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**
- A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or paragraph 3P or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.
- B. **ITEMS INCLUDED IN SALE:**
- (1) All EXISTING fixtures and fittings that are attached to the Property;
 - (2) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in paragraph 3N(1), shall (i) disclose to Buyer if any item or system specified in paragraph 3P or 3B or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
 - (3) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of items and encumbrances, except the items and systems identified pursuant to paragraph 3B(2), and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
 - (4) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 3N(1).
 - (5) Seller shall deliver title to the personal property by Bill of Sale, free of all items and encumbrances, and without warranty of condition.
 - (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Department of Revenue & Taxation, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.
- C. **ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, all items specified in paragraph 3P(2) are excluded from the sale.
- 10. ALLOCATION OF COSTS**
- A. **INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES:** Paragraphs 3Q(1), (2), (3), and (13) only determines who is to pay for the inspection, report, test, certificate or service mentioned; it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as G.A.R. Form RH, RRRR, ADM or AEA). Any reports in these paragraphs shall be delivered in the time specified in Paragraph 3V(1).
- B. **GOVERNMENT POINT OF SALE REQUIREMENTS:** Point of sale inspections and reports refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. If any point of sale requirement requires repairs, retrofits or additional costs beyond an inspection or report, further written agreement regarding costs is required. If an agreement is reached, and unless Parties Otherwise Agree to another time period, any such repair, retrofit, or work shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair; or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair, and request Escrow Holder pay the vendor completing the repair. If agreement is not reached within the time for removing the Buyer investigation contingency, then either party may cancel the Agreement.
- 11. SELLER DISCLOSURES:**
- A. **WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and Guam withholding Laws and forward such amounts to the Department of Revenue & Taxation, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (G.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); OR (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (G.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (G.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; OR (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under Guam Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
- B. **GUAM SEX REGISTRY:** Notice: Pursuant to Guam Code Title 8, Chapter 8B, information about specified registered sex offenders is made available to the public via an internet Web site maintained by the Guam Judicial Center at www.guamcourts.org/sor/index.asp. 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 Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- C. **NOT APPLICABLE**
- D. **NOT APPLICABLE**
- E. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) Seller shall, within the time specified in paragraph 3M(1), disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (G.A.R. Form SPC or ESD).
 - (2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in paragraph 3M(3), order from, and pay any required fee as specified in paragraph 3Q(B) for the following items to the HOA (G.A.R. Form HOA-IR): (i) Copies of any documents required by Law (G.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim of 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; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall Itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.

VLPA (PAGE 6 OF 16)

Buyer's Initials Seller's Initials **VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 6 OF 16)**Produced with Law Wolf Transaction (eForm Edition) 117 N Harwood St, Suite 2200, Dallas, TX 75201 www.lawolf.com

GTRXAL_Lev

**EXHIBIT A
008**

Date: 08/19/2024

Property Address: Lot 5280-3, Mangilao, GU 96913

- F. SOLAR POWER SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all known information about the solar panels or solar power system. Seller shall use the Solar Advisory and Questionnaire (G.A.R. Form SOLAR).
- G. ADDITIONAL DISCLOSURES:** Within the time specified in paragraph 3N(1), if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
- (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
 - (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51285).
 - (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
 - (4) **NOT APPLICABLE.**
 - (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, "candidate" species, or wetlands on the Property.
 - (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
 - (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic walls whose use or responsibility for maintenance may have an effect on the Property.
 - (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
 - (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements, or similar matters that may affect the Property.
 - (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
 - (11) **SOIL PROBLEMS:** Any subsidence, sliding, flooding, drainage, grading, or other soil problems.
 - (12) **EARTHQUAKE DAMAGE:** Major damage to the Property of any of the structures from fire, earthquake, floods, or landslides.
 - (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
 - (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
 - (15) **SURVEY, PLANS, PERMITS AND ENGINEERING DOCUMENTS:** If in Seller's possession, Copies of surveys, plans, specifications, permits and approvals, development plans, licenses, and engineering documents, if any, prepared on Seller's behalf or in Seller's possession.
 - (16) **VIOLATION NOTICES:** Seller shall disclose any notice of violations of any Law filed or issued against the Property.
- H. NOT APPLICABLE.**
- I. KNOWN MATERIAL FACTS:** Seller shall, within the time specified in paragraph 3N(1), DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (G.A.R. Form ARC), and make any and all other disclosures required by Law.
- J. SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in paragraph 3N(1), complete and provide Buyer with a Seller Vacant Land Questionnaire.
- K. SUBSEQUENT DISCLOSURES:** In the event Seller, 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 Deliver 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.
- 12. TENANCY RELATED DISCLOSURES:** Within the time specified in paragraph 3N(1), and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:
- A. RENTAL/SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
 - B. INCOME AND EXPENSE STATEMENTS:** If checked in paragraph 3R, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.
 - C. TENANT ESTOPPEL CERTIFICATES:** If checked in paragraph 3R, Tenant Estoppel Certificates (G.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: (i) that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); (ii) that no lesser defects exist; and (iii) stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.
 - D. SELLER REPRESENTATIONS:** Unless otherwise disclosed under paragraph 11, paragraph 12, or under any disclosure Delivered to Buyer:
 - (1) Seller represents that Seller has no actual knowledge that any tenant(s): (i) has any current pending lawsuit(s), investigation(s), inquiry(s), action(s), or other proceeding(s) affecting the Property or the right to use and occupy it; (ii) has any unsatisfied mechanics or materialman lien(s) affecting the Property; and (iii) is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
 - (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
 - (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.

VLPA (PAGE 7 OF 16)

Buyer's Initials SCSeller's Initials CC, PM**VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 7 OF 16)**

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GILVRA, Llc

**EXHIBIT A
009**

Date: 09/16/2024

Property Address: Lot 6289-3, Mangilao, GU 96913

13. CHANGES DURING ESCROW:

- A. Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in paragraph 13B:
 - (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify, or extend any service contract(s); or (iv) change the status of the condition of the Property.
 - (1) At least 7 Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change.
 - (2) Within 5 Days after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.

14. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the Guam Law.**15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**

- A. Buyer shall, within the time specified in paragraph 3L(b), have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
- B. Buyer Investigations include, but are not limited to:
 - (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
 - (A) A general inspection.
 - (B) An inspection for lead-based paint and other lead-based paint hazards.
 - (C) 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/or conditions likely to lead to infestation or infection (Section 2).
 - (D) NOT APPLICABLE.
 - (E) Any other specific inspections of the physical condition of the land and improvements.
 - (2) Buyer investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations do not include, among other things, an assessment of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance.
- C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall: (i) by the time specified in paragraph 3L(b), complete Buyer Investigations and satisfy themselves as to the condition of the Property; and either remove the contingency or cancel this Agreement; and (ii) by the time specified in paragraph 3L(b) or 3 Days after receipt of any investigation report, whichever is later, pay Seller at no cost, complete copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisals.
- E. Buyer Indemnity and Seller protection for entry upon the 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 of 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" (G.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.
- F. **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN PARAGRAPH 15, UNLESS OTHERWISE AGREED IN WRITING.**
- G. **SIZE, LINES, ACCESS, AND BOUNDARIES:** Lot size, property lines, legal or physical access, and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements, or similar matters that may affect the Property. (Fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
- H. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications, and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
- I. **UTILITIES AND SERVICES:** Availability, costs, restrictions, and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV, and drainage.
- J. **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, including mold (airborne, toxic, or otherwise), fungus or similar contaminant, materials, products, or conditions.

VLPA (PAGE 8 OF 16)

Buyer's Initials RSeller's Initials CC, PM**VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 8 OF 16)**

Produced with Lane Wolf Transactions (LpForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwd.com

GNSRA, L.P.

**EXHIBIT A
010**

Property Address: Lot 6280-3, Mangilao, GU 96913 Date: 08/18/2024

- K. **GEOLOGIC CONDITIONS:** Geologic/soil conditions, soil and terrain stability, suitability and drainage including slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- L. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- M. **PROPERTY DAMAGE:** Major damage to the Property of any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides, or other causes.
- N. **NEIGHBORHOOD, AREA, AND PROPERTY CONDITIONS:** Neighborhood or area conditions, schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy, and cost of any speed, wired, wireless internet connections, or other telecommunications or other technology services and installations, proximity to 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, abandoned mining operations on the Property, 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 Owners' Association requirements, conditions, and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.
- O. **COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- P. **NOT APPLICABLE.**
- Q. **NOT APPLICABLE.**
- R. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.

16. TITLE AND VESTING:

- A. Buyer shall, within the time specified in paragraph 3N(1), be provided a current Preliminary Report by the person responsible for paying for the title report in paragraph 3G(6). If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. 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. 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.
- 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 unless Buyer is assuming those obligations or taking the Property subject to these obligations; and (II) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C. Seller shall within 7 Days after request, give Escrow Holder necessary information to clear title.
- D. Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer all matters known to Seller affecting title, whether or record or not.
- E. If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires the companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
- F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property, including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the Department of Land Management. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
- G. Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

17. 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 (G.A.R. Form CR-B, CR-S or CC).

- A. **SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 9B(2), 10, 11A, 11D-J, 12A, 12B, 12C, 16A, 16D, and 3E.

B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION

- (1) Buyer has the time specified in paragraph 3 to: (i) perform Buyer investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to paragraph 9B(2), and other applicable information, which Buyer receives from Seller, and approve all matters affecting the Property.
- (2) Buyer may, within the time specified in paragraph 3L(6), request that Seller make repairs or take any other action regarding the Property (G.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (G.A.R. Form RR or RRH). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
- (3) Buyer shall, by the end of the times specified in paragraph 3L (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (G.A.R. Form CR-B or CC). Buyer is advised not to remove contingencies related to review of documents until after the documents have been Delivered. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency.

VLPA (PAGE 9 OF 16)

Buyer's Initials Seller's Initials **VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 9 OF 16)**

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CHORA_LAI

EXHIBIT A
011

- Property Address: Lot 6280-3, Marquette, MI 49213 Date: 08/18/2024
- (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, pursuant to paragraph 17C, 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 17C(1).
- C. 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 (G.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 Notice to Buyer to Perform, 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 3D(1) or 3D(2) or if the funds deposited pursuant to paragraph 3D(1) or 3D(2) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraphs 5B or 5A; (iv) Deliver a letter as required by paragraph 6B; (v) in writing assume or accept leases or liens specified in paragraph 5J; (vi) Cooperate with the title company's effort to comply with the GTO as required by paragraph 16E; (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraph 5A(2) and 37; (viii) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 5B; or (ix) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
 - (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.
- D. BUYER RIGHT TO CANCEL:**
- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (G.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
 - (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in paragraph 2H(1) or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
 - (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in paragraph 6, or Otherwise Agreed, so long as that contingency has not already been removed in writing.
- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 Days after Delivery (or until the time specified in the applicable paragraph), whichever occurs last, to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than 2 Days prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 17, except for Close of Escrow which shall be Delivered under the terms of paragraph 17G, whether or not the Scheduled Performance Day falls on a Saturday, or Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void. However, if the notice is for multiple items, the notice shall be valid for all contingencies and contractual actions for which the Delivery of the notice is within the time permitted in the Agreement and valid as to the others. Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
- F. EFFECT OF REMOVAL OF CONTINGENCIES:**
- (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, 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 the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
 - (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.
- G. DEMAND TO CLOSE 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 (G.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 Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.
- 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 and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified Guest real estate attorney regarding this matter.

VLPA (PAGE 10 OF 16)

Buyer's Initials Seller's Initials **VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 10 OF 16)**

Produced with Lone Wolf Transactions (Mobile Edition) 717 Northwood St., Suite 2200, Dallas, TX 75201 www.lwtx.com

GARIA, LLC

**EXHIBIT A
012**

Date: 08/18/2024

Property Address: Lot 5200-3, MangJiao, GJU, 88912

- 18. REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. 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. Buyer acknowledges 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.
- 19. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in paragraph 3J, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 7B; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (G.A.R. Form VP).
- 20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on other Special assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on other Special assessments and HOA special or emergency assessments that are due after Close Of Escrow. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller. Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 21. BROKERS AND AGENTS:**
- 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. If Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker (see paragraph 2G(3)), Seller shall be entitled to a copy of the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See G.A.R. Form SPBB for further information.
 - B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (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 Agent; (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 items 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.
 - C. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Broker's specified heirs and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.
- 22. 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, 3A, 3B, 3D-3, 3H(2), 3Q, 3B, 4A, 4B, 5A(1-2), 5D, 6C, 11A, 11E(2), 18 (except 18D), 17H, 20, 21A, 22, 23, 32, 33, 38, 40, and 41. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A is deposited with Escrow Holder by Agent, 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.
 - B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. 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 shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2). Buyer and Seller shall 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 Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 3, 6, 11, or elsewhere in this Agreement.
 - C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after Acceptance. 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 a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 11A, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under paragraph 11A.

VLPA (PAGE 11 OF 16)

Buyer's Initials EC _____ Seller's Initials EC PM _____**VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 11 OF 16)**

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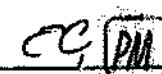
**EXHIBIT A
013**

Date: 03/19/2024

Property Address: Lot 5289-3, Mangilao, GU 96912

- D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to paragraph 21A. If a copy of the separate compensation agreement(s) is deposited with Escrow Holder by Agent, 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). Escrow Holder shall provide to Buyer and Seller, either jointly or separately, a closing statement or other written documentation showing the amount of compensation paid to, respectively, Buyer's Broker and Seller's Broker. Buyer and Seller irrevocably assign to Brokers' compensation specified in paragraph 21A, 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.
- E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within 3 days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
- F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraph 5A(1) and 5A(2). Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (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.
- G. 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.
23. **SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendor, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
24. **MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or Internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow, and MLS have no obligation or ability to remove such Images or information from the internet.
25. **ATTORNEY FEES AND COSTS:** 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 paragraph 38A.
26. **ASSIGNMENT/TERMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in paragraph 3B. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in paragraph 3K, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within the time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (G.A.R. Form AOAA). Parties shall provide any assignment Agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
27. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
28. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, Guam, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain, legislatively defined, environmentally hazardous substances; (ii) Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/or, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/or, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.
29. **AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified Guam real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
30. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
31. **COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and Unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
32. **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
- A. "Acceptance" means the time the offer or third counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
- B. "Agent" means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in paragraph 2B.
- C. "Agreement" means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.

VLPA (PAGE 12 OF 16)

Buyer's Initials Seller's Initials 

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 12 OF 16)

Printed with Long West Transactions (LWT) Form #200 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwt.com

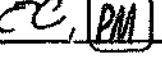
CHURA, LM

Date: 09/18/2024

Property Address: Lot 6220-S, Mangilao, GU 96911

- D. "As-Is" condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
- E. "Authorized Agent" means an individual real estate licensee specified in the Real Estate Broker Section.
- F. "G.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
- G. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of delivery of a document evidencing the transfer of title for any non-real property transaction.
- H. "Copy" means copy by any means including photocopy, facsimile and electronic.
- I. Counting Days is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (G.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day "1" for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday. (5) For the purposes of COE, any day that the Recorder's office, where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
- J. "Day" or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days.
- K. "Deliver", "Delivered" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) A Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other). A document, or as applicable link to a document, shall be deemed to be "in possession" if it is located in the inbox for the applicable Party or Authorized Agent; or (ii) an electronic Copy of the document, or as applicable, link to the document, has been sent to the designated electronic delivery address specified in the Real Estate Broker Section unless Otherwise Agreed in G.A.R. Form DEDA. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party (G.A.R. Form OEDA). Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within 3 Days after Delivery of the link (G.A.R. Form RFP). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
- L. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with Guam Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- M. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling local or federal legislative, judicial or executive body or agency.
- N. "Legally Authorized Signer" means an individual who has authority to sign for the principal as specified in paragraph 40 or paragraph 41.
- O. "Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.
- P. "Repairs" means any repairs (including pest control, alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement).
- Q. "Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.
33. FAIR APPRAISAL ACT NOTICE:
- A. NOT APPLICABLE.
- B. If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at <https://www2.bred.ca.gov/complaint/> or call (671) 652-9000 for further information on how to file a complaint.
34. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The Individual Liquidated Damages and Arbitration of Dispute paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. If at least one but not all Parties initial, a Counter Offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
35. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of Guam. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.

VLPA (PAGE 13 OF 16)

Buyer's Initials Seller's Initials 

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 13 OF 16)

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GRUBA, L.L.C.

Property Address: Lot 8280-3, Mangilao, GU 96913

Date: 09/18/2024

36. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in paragraph 40 and 41 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 Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in Guam and (ii) shall Deliver to the other Party and Escrow Holder, as specified in paragraph 38(4), evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust; letters testamentary; court order; power of attorney; corporate resolution; or formation documents of the business entity).

37. LIQUIDATED DAMAGES:

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. 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 (G.A.R. FORM DID).

Buyer's Initials _____ Seller's Initials _____

38. MEDIATION:

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. The Parties also agree to mediate any disputes or claims with Agent(s), who, in writing, agrees to such mediation prior, or within a reasonable time after, the dispute or claim is presented to the Agent.

39. OFFER

A. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in paragraph 30; the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. Seller has no obligation to respond to an offer made.

B. ENTITY BUYERS:

- (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 38 for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: Elizabeth F. Napoli, Executive Director.
- (4) A. If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- B. If Property is sold under the jurisdiction of a probate court, identify Buyer as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #:)

C. The VLPA has 16 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):(Signature) By: Elizabeth F. Napoli Date: 09/23/24

Printed name of BUYER: Guam Housing and Urban Renewal Authority

 Printed Name of Legally Authorized Signer: Elizabeth F. Napoli, Executive Director Title, if applicable,

(Signature) By: _____ Date: _____

Printed name of BUYER: _____

 Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (G.A.R. Form ASA).**40. ACCEPTANCE**

A. **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 Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below. Seller shall return and include the entire agreement with any response.

 Seller Counter Offer (G.A.R. Form SCO or SMCO) Back-Up Offer Addendum (G.A.R. Form BUO)

VLPA (PAGE 14 OF 16)

Buyer's Initials SP, Seller's Initials CC**VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 14 OF 16)**

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GHNRA_14

**EXHIBIT A
016**

Property Address: Lot 6280-1, Mangilao, GU 96913 Date: 09/19/2024

B. ENTITY SELLERS:

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 3B for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: Edward Camacho Peter Manibusan
- (4) A. If a trust, Identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- B. If Property is sold under the jurisdiction of a probate court, Identify Seller as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): Guam Housing and Urban Renewal Authority

C. The VLPA has 16 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

SELLER SIGNATURE(S):

Date: 9/20/2024

(Signature) By:

Printed name of SELLER: Estate of Catalina E. Camacho

 Printed Name of Legally Authorized Signer: Edward Camacho Title, if applicable,

(Signature) By:

Date: 09/23/24

Printed name of SELLER:

 Printed Name of Legally Authorized Signer: Peter Manibusan Title, if applicable, IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (G.A.R. Form ASA).

OFFER NOT ACCEPTED: No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials

VLPA (PAGE 15 OF 16)

**VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 15 OF 16)**

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CHIRIA, Llc

EXHIBIT A
017

Property Address: Lot 5280-3, Mangilao, GU 96913

Date: 09/16/2024

REAL ESTATE BROKERS SECTION:

1. Real Estate Agents are not parties to the Agreement Between Buyer and Seller.
2. Agency relationships are confirmed as stated in paragraph 2.
3. Presentation of Offer: Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
4. Agents' Signatures and designated electronic delivery address:

A. Buyer's Brokerage Firm	HOME VENTURES REALTY	Lic. #RCB-738
By	Clara Infusco	Lic. #RCB-738 Date 09/22/24
By		Lic. # Date
Address	341 S. Marina Corps Dr. #105	Village/City Tamuning State GU Zip 96913
Email	clainfusco@do.com	Phone # (671)483-2120
<input type="checkbox"/> More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (G.A.R. Form AAA) attached. <input type="checkbox"/> More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (G.A.R. Form ABA) attached.		
Designated Electronic Delivery Address(es): Email above or _____		
<input type="checkbox"/> Attached DEDA: If Parties elect to have an alternative Delivery method, such method may be indicated on G.A.R. Form DEDA.		
B. Seller's Brokerage Firm	Blue Water Realty	Lic. #RCB-781
By	Carlo Camacho	Lic. #RCB-781 Date 09/23/24
By		Lic. # Date
Address	Unit #101 Yutan Building	Village/City Hagatna State GU Zip 96910
Email	lcarrasco@bluewaterrealty.com	Phone # (671)868-2683
<input type="checkbox"/> More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (G.A.R. Form AAA) attached. <input type="checkbox"/> More than one brokerage firm represents Seller. Additional Broker Acknowledgement (G.A.R. Form ABA) attached.		
Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent): Email above or _____		
<input type="checkbox"/> Attached DEDA: If Parties elect to have an alternative Delivery method, such method may be indicated on G.A.R. Form DEDA.		

Buyer's Initials *ZJ*Seller's Initials *CC, PM***ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to paragraph 22 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____.

Escrow Holder _____ Escrow # _____
By _____ Date _____

Address _____
Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____
 Department of Financial Protection and Innovation, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: _____ / Seller's Brokerage Firm presented this offer to Seller on _____ (date).
 Broker or Designee Initials: _____

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VLPA (PAGE 16 OF 16)



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 16 OF 16)
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 GINRA_LH

**EXHIBIT A
018**

BUYER'S INVESTIGATION ADVISORY

(G.A.R. Form BIA; Revised 6/19/2024)

Property Address: 1 of 5280-3, Mandan, GL 75251

- 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 non-structural 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 carriers 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, GOVERNMENTAL REQUIREMENTS, AND ADDRESS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. Postal/mailing address and zip code may not accurately reflect the city which has jurisdiction over the property.
 - J. RENTAL PROPERTY RESTRICTIONS:** The State, some counties, and some cities 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.

BIA REVISED (PAGE 1 OF 2)

BUYER'S INVESTIGATION ADVISORY (BIA PAGE 1 OF 2)

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 effect 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 Ed Nagelhi Guam Housing and Urban Renewal Authority Date 09/19/2024
Buyer _____ Date _____

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BIA REVISED (PAGE 2 OF 2)



BUYER'S INVESTIGATION ADVISORY (BIA PAGE 2 OF 2)

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

(G.A.R. Form PRBS, Revised 7/23/2024)

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 dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth 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.

Seller	<u>Edward Camacho</u>	Authenticator	Estate of Catalina E. Camacho	Date	09/23/24
Seller	<u>Peter Maributan</u>	Authenticator		Date	09/23/24
Buyer	<u>Elizabeth T. Nagel</u>	Authenticator	Quanta Housing and Urban Renewal Authority	Date	09/23/24
Buyer				Date	
Buyer's Brokerage Firm			HOME VENTURES REALTY	Lic #	RCB-739
By	<u>Orlyx</u>		Claudia Delgado	Lic #	RCB-738
Seller's Brokerage Firm			Blue Water Realty	Lic #	RCB-761
By	<u>Carlos Camacho</u>		Carlos Camacho	Lic #	RCB-761
				Date	09/23/24

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PRBS (PAGE 1 OF 1)

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



WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(G.A.R. Form WFA, Revised 7/23/2024)

Property Address: Lot 5280-3, Mangilao, GU 96913 (**Property**)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER 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 Officer, 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.nwcc.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 Edgar Robles Guam Housing and Urban Renewal Authority Date 09/19/2024

Buyer/Tenant _____ Date _____

Seller/Landlord Edwin Authorizer Estate of Catalina E. Camacho Date _____

Seller/Landlord Peter Manibusan Date 9/20/2024

09/23/24

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WFA (PAGE 1 OF 1)

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



ADDENDUM No. 01
(G.A.R. Form ADM, Revised 07/30/2024)

The logo for Home Ventures consists of a dark, circular icon resembling a stylized house or a sunburst, positioned above the word "HOME VENTURES" in a bold, sans-serif font. Below "VENTURES" is the word "REALTY" in a smaller, all-caps font.

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Residential Lease or Month-to-Month Rental Agreement, OR ☐ Other _____ Vacant Land Purchase Agreement (G.A.R. Form V.LPA) dated September 18, 2024, on property known as Lot 8280-3, Mangliso, GU 96013.

In which **Guam Housing and Urban Renewal Authority** (Property/Rentee),
and **Fausto & Catalina E. Gattapone** is referred to as ("Buyer/Tenant")
Buyer/Tenant and Seller/Landlord are referred to as the "Parties".
Seller/Landlord is referred to as ("Seller/Landlord").

1. Guam Housing and Urban Renewal Authority may also be referred to as "GHURA" in this transaction.
 2. The Seller shall convey clean, clear, marketable and insurable title via Warranty Deed to the Buyer at the close of escrow.
 3. This purchase is not contingent upon lender financing. Paragraphs 3E(1), 3E(2), 3H(3), 3K, 3H(3), 3Q(8), 3Q(10) and 3Q(11) shall not apply.
 4. In reference to Paragraph 3L(8) "Insurance", if or when the Buyer purchases insurance, it shall be done prior to closing or at a time Buyer deems it necessary as a part of the transaction.
 5. The purchase is subject to the release of funds from the Government of Guam Department of Administration.
 6. MLS data sheet referenced as MLS 22-2406 printed by Clare Delgado, Buyer's Broker dated September 18, 2024 at 11:32AM shall be attached to this agreement.
 7. In the event the Buyer chooses to terminate this Agreement in accordance with the terms and conditions referenced in therein, any deposits made by the Buyer shall be returned to the Buyer in full and without penalty at the sole instruction from the Buyer to escrow within 3 calendar days from termination.
 8. Endorsement of Conflict of Interest Certification (COI) signed by the Seller and REALTOR representatives are to be signed and attached to this agreement.
 9. The purchase may be subject to court approval.
 10. Seller shall pay a broker fee of 6% of the purchase price which shall be equally split between the Seller's Broker and the Buyer's Broker.
 11. This addendum supplements and is incorporated into the agreement referenced above. In the event of a conflict between the terms of this addendum and the terms of the agreement, the terms of this addendum shall govern.

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

Buyer/Tenant S. Tagata Guam Housing and Urban Renewal Authority Date 09/19/2007

Buyer/Tenant _____ **Date _____**

Sellari, andrzej <img alt="Chem3D Web icon" data-bbox="21078 9

Geller/Landlord Ellen Peter Manibusan Date 9/20/2024
PP/23/24

09/23/24

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ADM (PAGE 1 OF 1)

NUMBER VENTURES REALTY, 341 S. BAKER CORN DR. THOMASVILLE, GA 31758

Página 91 de 103

For reference

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ADDENDUM (ADM PAGE 1 OF 1)

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Authorization ID: [REDACTED]

List Number Listing Number Co-listing Member	22-2406 Luzia Jovel Calvo OAC: (871) 602-3840 Office: calvo.jovel@gmail.com Caribe Camacho of Blue Water Realty Mobile: (871) 657-7223 Office: trowoodcutting@gmail.com	Property Type Listing Office Days On Market	Land For Sale Blue Water Realty Direct: (871) 966- 2563 341
List Date Status Original List Price Terms Type List Price/Unit	07/08/2022 Expired 4652026 All Cash to Seller Exclusive Authorization 28.00	Expiration Date Status Change Date List Price Sign on Property Occupancy	08/14/2023 4,652,026.00 Yes Vacant
Street Name State/Province	Lot 5280-3 Guam	Village Postal Code	Banggoda 96913
Block Section Realtor.com Type Flood Zone View Dimensions Lot	Land Land UNKNOWN None Imperial Lot 5280-3	Lot +/- Sq Meters Access Zoning Topography Ownership	104001 Paved Unknown Level/Drop Fee Simple
<p>Public Remarks: Investors dreamland! Great property with lots of potential! Property fronting Route 15. Call your favorite Realtor today to set up showing!</p> <p>Private Remarks: All data assumed to be correct. Buyers agent to investigate and perform due diligence. Blue Water Realty, LLC, not responsible for any errors or omissions. Late upload due to receiving documents from seller. Owner ordered Property Data, Free and Clear Title upon closing. For all questions please contact Gloria WhatsApp/Phone call: 870-689-7806 Email: cbenn@bluewaterrealty.com</p>			

Information is deemed to be reliable, but is not guaranteed. © 2024 MLS and PPS. Prepared by Clare Delgado, ASR, AHM, C2EX, SPRO, MRP, PBA, Principal Broker on Monday, September 10, 2024 11:32 AM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.

EPN

EC PM

**EXHIBIT A
024**

Lot 5280-3,
Mangilao

SEPTEMBER 18, 2024

Prepared by
Micronesian Appraisal, Inc.
1088 Army Drive, Suite 202
Barrigada, Guam 96913

Telephone No. (671)646-0234
email: info@valuepacific.net

September 18, 2024

Guam Housing and Urban Renewal Authority
117 Bienvenida Avenue
Sinajana, GU 96910

Subject: Pagat Vacant Lot
Lot 5280-3, Municipality of Mangilao, Island of Guam

Dear Sir or Madam,

As per mutual agreement with Guam Housing and Urban Renewal Authority (client and intended user) and Micronesian Appraisal Associates, Inc. (appraiser), the format used is defined as an Appraisal Report appraisal. It complies with the requirements set forth under Standard 2-2(a), Rule 1 of the Uniform Standards of Professional Practice, but is subject to the Assumptions and Limiting Conditions listed in this report. This appraisal report details the information used to arrive at a conclusion of value. It can be understood by a knowledgeable reader without additional information in the work file of the appraiser. The assignment is to estimate the Fee Simple market value of the subject property "as is" condition. The attached is an Appraisal Report prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).

The subject property consists of a vacant parcel with 194,081 square meter (gross) parcel, zoned A-Rural, on the northern side of Route 15, Pagat area in Mangilao. Based on the data and analysis contained in this report, our opinion of the use value of the fee simple interest, as of September 9, 2024, is concluded to be:

Market Value "As-is" \$3,500,000

This value conclusion is based on an estimated exposure of 9 to 12 months, and an estimated marketing period of 9 to 12 months. The above conclusion is subject to the Assumptions and Limiting Conditions as attached. The appraisers' certifications for this report are also attached. If you have any questions on the data or our conclusions, please contact us.

Respectfully submitted,

MICRONESIAN APPRAISAL ASSOCIATES, INC.



Vance L. Reklai, SRA
President and Chief Appraiser
Guam Certified Appraiser

EXHIBIT B
002



VACANT LAND LISTING AGREEMENT

(G.A.R. Form VLL, Revised 8/2013)

1. **EXCLUSIVE AUTHORIZATION:** Edward Carnesio, Peter Hanlyhan, Estate of Catalina E. Gemesche ("Owner") hereby employs and grants Blue Water Realty, LLC. ("Broker") beginning June 5, 2024 and ending at 11:59 P.M. on (date) June 4, 2026 ("Listing Period") the exclusive and irrevocable right to: SELL, LEASE, EXCHANGE, OPTION, or OTHER the real property described as , situated in Village of Manatiao, Legal Description: Lot 5280-3 Square meters: 194,081 ("Property").
2. **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in an agreement between Owner and transferee, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded from the price.
ADDITIONAL ITEMS EXCLUDED: _____
ADDITIONAL ITEMS INCLUDED: _____
Owner intends that the above items be excluded or included in listing the Property, but understands that: (i) the Agreement between owner and transferee supersedes any intention expressed above and will ultimately determine which items are excluded and included in the transaction; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the Agreement between Owner and transferee.
3. **LISTING PRICE AND TERMS:**
 - A. The listing price shall be Three Million, Eight Hundred Eighty-One Thousand, Six Hundred Twenty and Zero Dollars (\$ 3,881,620.00).
 - B. Additional Terms: _____
4. **COMPENSATION TO BROKER:**

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Owner and Broker (real estate commissions include all compensation and fees to Broker).

A. Owner agrees to pay to Broker as compensation for services irrespective of agency relationship(s): \$ 6,000 percent of the listing price (or if an agreement is entered into, of the contract price), \$ _____, OR in accordance with Broker's attached schedule of compensation; as follows:

 - (1) If during the Listing Period, or any extension, Broker, cooperating broker, Owner or any other person procures a ready, willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Owner, provided the Buyer completes the transaction or is prevented from doing so by Owner, Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.
 - (2) If within 90 calendar days after the end of the Listing Period or any extension, Owner enters into a contract to sell, lease, exchange, option, convey or otherwise transfer the Property to anyone ("Prospective Transferee") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period, or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Owner a signed, written offer to acquire, lease, exchange or obtain an option on the Property. Owner, however, shall have no obligation to Broker under this paragraph 4A(2) unless, not later than 10 calendar days after the end of the Listing Period or any extension thereof, Broker has given Owner a written notice of the names of such Prospective Transferees.
 - (3) If, without Broker's prior written consent, the Property is withdrawn from sale, lease, exchange, option or other, as specified in paragraph 1, or is sold, conveyed, leased, rented, exchanged, optioned or otherwise transferred, or made unmarketable by a voluntary act of Owner during the Listing Period, or any extension thereof.

B. If completion of the transaction is prevented by a party to the transaction other than Owner, then compensation due under paragraph 4A shall be payable only if and when Owner collects damages by suit, arbitration, settlement, or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.

C. In addition, Owner agrees to pay Broker:

 - D. (1) Broker is authorized to cooperate and compensate brokers participating through the multiple listing service(s) ("MLS"). (i) by offering MLS brokers either: percent of the purchase price, or \$ _____; OR (ii) (if checked) as per Broker's policy.
 - (2) Broker is authorized to cooperate and compensate brokers operating outside the MLS as per Broker's policy.

E. Owner hereby irrevocably assigns to Broker the above compensation from Owner's funds and proceeds in escrow. Broker may submit this Listing Agreement, as instructions to compensate Broker pursuant to paragraph 4A, to any escrow regarding the Property involving Owner and a buyer, transferee or Prospective Transferee.

F. (1) Owner represents that Owner has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows: _____

(2) Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following Prospective Transferees: _____

(3) If the Property is transferred to anyone listed above during the time Owner is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Listing Agreement; and (ii) Broker is not obligated to represent Owner in such transaction.

Owner's Initials (EC) X AM)

Reviewed by _____ Date _____



VLL REVISED 8/2013 (PAGE 1 OF 4)

Reviewed by _____ Date _____

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VACANT LAND LISTING AGREEMENT (VLL PAGE 1 OF 4)

Lotte Hotel Properties, LLC, Suite 101, 587 North Marine Corps Dr., Tumon Bay GU 96913
Produced with Lone Wolf Transaction (TopForm Edition) 231 Sherman Cr., Cambridge, Ontario, Canada N1T 1J5 www.lonewolf.com

Phone: (671) 647-4527 Fax: (671) 647-4546

Lot 5280-3

6. MULTIPLE LISTING SERVICE:

- A. Broker is a participant/subscriber to Guam Association of REALTORS® Multiple Listing Service (MLS). Unless otherwise instructed in writing the Property will be listed with the MLS(s) specified above. That MLS is the primary MLS for the geographic area of the Property. All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS and (ii) may be provided to the MLS even if the Property is not listed with the MLS.

BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS; PRESENTING ALL OFFERS

WHAT IS AN MLS? The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Owner's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

EXPOSURE TO BUYERS THROUGH MLS: Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS.

CLOSED/PRIVATE LISTING CLUBS OR GROUPS: Closed or private listing clubs or groups are not the same as the MLS. The MLS referred to above is accessible to all eligible real estate licensees and provides broad exposure for a listed property. Private or closed listing clubs or groups of licensees may have been formed outside the MLS. Private or closed listing clubs or groups are accessible to a more limited number of licensees and generally offer less exposure for listed property. Whether listing property through a closed, private network - and excluding it from the MLS - is advantageous or disadvantageous to an owner, and why, should be discussed with the agent taking the Owner's listing.

NOT LISTING PROPERTY IN A LOCAL MLS: If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

OPTING OUT OF MLS: If Owner elects to exclude the Property from the MLS, Owner understands and acknowledges that: (a) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Owner's Property is offered for sale; (b) information about Owner's Property will not be transmitted to various real estate Internet sites that are used by the public to search for property listings; (c) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Owner is marketing the Property.

REDUCTION IN EXPOSURE: Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

PRESENTING ALL OFFERS: Owner understands that Broker must present all offers received for Owner's Property unless Owner gives Broker written instructions to the contrary.

- B. MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 2 days or some other period of time after all necessary signatures have been obtained on the listing agreement. Broker will not have to submit this listing to the MLS if, within that time, Broker submits to the MLS a form signed by Owner. (G.A.R. Form SEL).
- C. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Owner acknowledges that for any of the below opt-out instructions to be effective, Owner must make them on a separate instruction to Broker signed by Owner (G.A.R. Form SEL). Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:
- (1) **Property Availability:** Owner can instruct Broker to have the MLS not display the Property on the Internet.
 - (2) **Property Address:** Owner can instruct Broker to have the MLS not display the Property address on the Internet. Owner understands that the above opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.
 - (3) **Feature Opt-Outs:** Owner can instruct Broker to advise the MLS that Owner does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below. Owner understands (i) that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
 - (a) **Comment And Reviews:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property.
 - (b) **Automated Estimate Of Value:** The ability to link to another site containing such automated estimate of value if the link is in immediate conjunction with the Property.



Property Address: Mangilao, Guam 96913

Date: June 5, 2024

6. **OWNER REPRESENTATIONS:** Owner represents that, unless otherwise specified in writing, Owner is unaware of: (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that affects or may affect the Property or Owner's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof.
7. **BROKER'S AND OWNER'S DUTIES:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Listing Agreement. Unless Owner gives Broker written instructions to the contrary, Broker is authorized to order reports and disclosures as appropriate or necessary, and advertise and market the Property in any method and medium, including the Internet, selected by Broker, and, to the extent permitted by these media, including MLS, control the dissemination of the information submitted to any medium. Owner agrees to consider offers presented by Broker, and to act in good faith toward accomplishing the transfer of the Property by, among other things, making the Property available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Property. Owner agrees to provide Broker and transferee(s) all written disclosures, as required by law. Owner further agrees to immediately disclose in writing any condition known to Owner that affects the Property, including, but not limited to, any past or current generation, storage, release, threatened release, disposal, and presence and location of asbestos, PCB transformers, petroleum products, flammable explosives, underground storage tanks and other hazardous, toxic or contaminated substances or conditions in, on, or about the Property. Owner shall maintain public liability and property damage insurance on the Property during the Listing Period or any extension. Owner waives all subrogation rights under any insurance against Broker, cooperating brokers or employees. Owner is responsible for determining at what price to list and transfer the Property. Owner further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Owner, or from any material facts that Owner knows but fails to disclose. (If checked) The attached property disclosure is part of this Listing Agreement and may be provided to Prospective Transferees.
8. **DEPOSIT:** Broker is authorized to accept and hold on Owner's behalf any deposits to be applied toward the contract price.
9. **AGENCY RELATIONSHIPS:**
- A. **Owner Representation:** Broker shall represent Owner in any resulting transaction, except as specified in paragraph 4F.
 - B. **Possible Dual Agency With Buyer:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Owner and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Owner any election to act as a dual agent representing both Owner and Buyer. If a Buyer is procured directly by Broker or an associate licensee in Broker's firm, Owner hereby consents to Broker acting as a dual agent for Owner and such Buyer. In the event of an exchange, Owner hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Owner understands and agrees that: (i) Broker, without the prior written consent of Owner, will not disclose to Buyer that Owner is willing to transfer the Property at a price less than the listing price; (ii) Broker, without the prior written consent of Buyer, will not disclose to Owner that Buyer is willing to pay a price greater than the offered price; and (iii) except for (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
 - C. **Other Owners:** Owner understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or acquire through Broker, property the same as or similar to Owner's Property. Owner consents to Broker's representation of owners and buyers of other properties before, during, and after the end of this Listing Agreement.
 - D. **Confirmation:** If the Property includes residential property with one to four dwelling units, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Owner's execution of an agreement to sell.
10. **SECURITY AND INSURANCE:** Broker is not responsible for loss of or damage to personal or real property or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of the Property. Owner agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Owner.
11. **KEYSAFE/LOCKBOX:** A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors and accompanying prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insured against injury, theft, loss, vandalism, or damage attributed to the use of a keysafe/lockbox. Owner does (or if checked does not) authorize Broker to install a keysafe/lockbox. If Owner does not occupy the Property, Owner shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox.
12. **SIGN:** Owner authorizes Broker to install a FOR SALE/SOLD/LEASE sign on the Property unless otherwise indicated in writing.
13. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
14. **ATTORNEY'S FEES:** In any action, proceeding, or arbitration between Owner and Broker regarding the obligation to pay compensation under this Listing Agreement, the prevailing Owner or Broker shall be entitled to reasonable attorney's fees and costs, except as provided in paragraph 18A.
15. **ADDITIONAL TERMS:** N/A

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VLL REVISED 6/2013 (PAGE 3 OF 4)

Owner's initials (PC) (PC)

Reviewed by _____ Date _____

VACANT LAND LISTING AGREEMENT (VLL PAGE 3 OF 4)
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Lot 5280-3

EXHIBIT C
003

Property Address: Mangilao, Guam 96913

Date: June 5, 2024

16. **MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Listing Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Listing Agreement, in writing, within 5 days after its execution.
17. **SUCCESSORS AND ASSIGNS:** This Listing Agreement shall be binding upon Owner and Owner's successors and assigns.
18. **DISPUTE RESOLUTION:**
- A. **MEDIATION:** If checked the parties agree to mediate any dispute or claim arising between them regarding this Agreement.
19. **ENTIRE CONTRACT:** All prior discussions, negotiations, and agreements between the parties concerning the subject matter of this Listing Agreement are superseded by this Listing Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Listing Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in counterparts.
20. **OWNERSHIP, TITLE AND AUTHORITY:** Owner warrants that: (i) Owner is the owner of the Property; (ii) no other persons or entities have title to the Property, and (iii) Owner has the authority to both execute this Listing Agreement and transfer the Property. Exceptions to ownership, title and authority are as follows:

By signing below, Owner acknowledges that Owner has read, understands, received a copy of and agrees to the terms of this Listing Agreement and any attached schedule of compensation.

Date 07/15/2024 at _____

Owner Edward Camacho By Edward Camacho Title _____
Address _____ City _____ Guam _____ Zip _____
Telephone _____ Fax _____ Email edcamacho@gmail.com

Date 7/19/2024 at _____

Owner Peter Manibusan By Peter Manibusan, Estate of Catalina E. Camacho Title _____
Address _____ City _____ Guam _____ Zip _____
Telephone _____ Fax _____ Email September23955@hotmail.com

Date _____ at _____

Owner _____ By _____ Title _____
Address _____ City _____ Guam _____ Zip _____
Telephone _____ Fax _____ Email _____

Real Estate Broker (Firm) Blue Water Realty, LLC. Lic. # _____

By (Agent) Lolita Calvo Lolita Calvo Lic. # _____ Date 07/19/2024
Address Suite 101, Yu Han Building City Hagatna Guam GU Zip 96910
Telephone (671)802-2866 Fax _____ Email calvo.lolitam@gmail.com

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Owner's Initials (EC) (fm)

Reviewed by _____ Date _____



VACANT LAND LISTING AGREEMENT (VLL PAGE 4 OF 4)

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Lot 5104-3

EXHIBIT C
004