

GOALINE ENTERPRISES
 1100 KIETZKE LANE, SUITE 100
 RENO, NEVADA 89509
 1-866-284-0111

FACSIMILE TRANSMITTAL SHEET

TO: Barney Chan COMPANY: L&S Properties, Inc. FAX NUMBER: 510-337-9335 PHONE NUMBER: 510-567-6765	FROM: DON CORTEZ DATE: 01/22/04 TOTAL NO. OF PAGES INCLUDING COVER: 11 SENDER'S REFERENCE NUMBER: 866-284-0111
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Purchase of property located at 16611
 East 14th st. San Leandro, Ca. 94578.

URGENT
 FOR REVIEW
 PLEASE COMMENT
 PLEASE REPLY
 PLEASE RECYCLE

NOTES/COMMENTS:

Enclosed you will find the contract between Sam & Aina Khan (buyer) and Clayton & Mary Keats (seller) of the above mentioned property. I have been informed by the buyer and seller to send you a copy of the purchase agreement signed on March 21, 2003. At this time the protracted evaluation of the property by your office has put the transaction in jeopardy of the buyer and seller experiencing added financial burden. If this transaction does not close escrow that was opened on March 22, 2003 the loan documents could lapse and have to cost the buyer more money in qualifying for a new loan with the Small Business Association. Any assistance to expedite your process will be greatly appreciated by all parties.

Sincerely,

Don Cortez
 Agent.

**FAX TRANSMISSION**

FROM: Cara Wick
Capital Access Group
300 Beale Street, Suite 101
San Francisco, CA 94105
(p) 415.284.1460
(f) 415.284.1590

TO: Barney Chan
ALAMEDA COUNTY
1-510-337-9335

DATE: 01/07/04 at 10:08:53

PAGES: 2 (including cover)

SUBJECT: SAM'S SIGNS: Request to expedite case closure letter

Donna- 1/26/04
this is the documentation for
prioritizing the closure
1- letter from SBA lender
Cara Wick
2- copy of original sales contract
dated 3/21/03 (8 pages of 10)
Is this sufficient? Let me know.
Don Cortez - agent



January 7, 2004

Mr. Barney Chan
ALAMEDA COUNTY
1131 Harbor Bay Parkway
Suite 250
Alameda, CA 94502

Re: Sam's Neon & Elec./Sam's Signs
16611 East 14th St. San Leandro, CA 94578

Dear Mr. Chan:

This letter is a request to have expedited the pending case closure letter for the property and borrower listed above. The loan approvals, issued in May 2003 by both the SBA and First Northern Bank, are soon expiring. Re-approval is a lengthy and expensive process, and one both the buyer and seller in the transaction would like to avoid. We request your prompt and expeditious attention to this matter, and a speedy issuance of the case closure letter, to meet the pending close of escrow deadline.

Thank you for all of the work you have done on this project, and for making the pending close possible!

Yours sincerely,

Cara Wick
Loan Officer

Cc: Tom Cook, FIRST NORTHERN BANK
Don Cortez, L&S PERFERRED PROPERTIES
Sam & Aaina Khan, SAM'S NEON & ELEC./SAM'S SIGNS



CALIFORNIA ASSOCIATION OF REALTORS®

COMMERCIAL PROPERTY PURCHASE AGREEMENT, AND JOINT ESCROW INSTRUCTIONS (AND RECEIPT FOR DEPOSIT, (NON-RESIDENTIAL)

(C.A.R. Form CPA-11, Revised 4/01)

Date FRI. 3-21-03 at HAYWARD California.

- 1. OFFER: A. THIS IS AN OFFER FROM SAM & AINA KHAN - HUSBAND AND WIFE (Buyer) B. THE REAL PROPERTY TO BE ACQUIRED is described as 16611 EAST 14TH ST, SAN LEANDRO, CA. 94578. C. THE PURCHASE PRICE offered is \$ D. CLOSE OF ESCROW shall occur 45 Days After Acceptance (or on (date)). 2. FINANCING: Obtaining the loans below is a contingency of this Agreement unless: (f) either 2f or 2g is checked below or (h) otherwise agreed. Buyer shall act diligently and in good faith to obtain the designated loans. Obtaining deposit, down payment and closing costs is not a contingency. A. BUYER HAS GIVEN A DEPOSIT TO THE AGENT SUBMITTING THE OFFER (or to (or to (made payable to HOATH AMERICAN TITLE CO. by Personal Check, or which shall be held un cashed until Acceptance and then deposited within 3 business days after Acceptance or with Escrow Holder, into Broker's trust account or Buyer represents that funds will be good when deposited with Escrow Holder. B. INCREASED DEPOSIT shall be deposited by Buyer with Escrow Holder within Days After Acceptance, \$ C. FIRST LOAN IN THE AMOUNT OF NEW First Deed of Trust in favor of LENDER, SELLER, OR ASSUMPTION of (or "subject to") Existing First Deed of Trust encumbering the Property, securing a note payable at maximum interest of N/A % fixed rate, or % initial adjustable rate with a maximum interest rate cap of %, balance due in years, amortized over years. (if checked: and with a margin not to exceed %, tied to the following index: Buyer shall pay loan fees/points not to exceed Additional terms: D. SECOND LOAN IN THE AMOUNT OF NEW Second Deed of Trust in favor of LENDER, SELLER. OR ASSUMPTION of (or "subject to") Existing Second Deed of Trust encumbering the Property, securing a note payable at maximum interest of % fixed rate, or % initial adjustable rate with a maximum interest rate cap of %, balance due in years, amortized over years. (if checked: and with a margin not to exceed %, tied to the following index: Buyer shall pay loan fees/points not to exceed Additional terms: E. ADDITIONAL FINANCING TERMS: F. BALANCE OF PURCHASE PRICE (not including costs of obtaining loans and other closing costs) to be deposited with Escrow Holder within sufficient time to close escrow. G. TOTAL PURCHASE PRICE H. LOAN CONTINGENCY shall remain in effect until the designated loans are funded or assumption of existing financing is approved by lender (or Days) After Acceptance, by which time Buyer shall give Seller written notice of Buyer's election to cancel this Agreement if Buyer is unable to obtain the designated loans. If Buyer does not give Seller such notice, the contingency of obtaining the designated loans shall be removed by the method specified in paragraph 18. I. NO LOAN CONTINGENCY: (if checked) Obtaining any loan in paragraphs 2C, 2D, 2E or elsewhere in this Agreement is NOT a contingency of this Agreement. If Buyer does not obtain the loan(s), and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

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Buyer and Seller acknowledge receipt of a copy of this page. Buyer's Initials (A.K.) (M.S.K.) Seller's Initials (H.) (M.K.)



CPA-11 (PAGE 1 OF 10) Print Date BDC Jun 02

Reviewed by Broker or Designee Date 3/21/03

MASTER COPY

Property Address: 16611 East 14th

Date: 3-21-03

AK MSK
CK MK

CASH OFFER: (If checked) No cash is needed to purchase the Property. Buyer shall, within 5 (or) Days After Acceptance, provide Seller written verification of sufficient funds to close this transaction. Seller may cancel this Agreement in writing within 5 Days After: (i) time to provide verification expires, if Buyer fails to provide verification, or (ii) receipt of verification, if Seller reasonably disapproves it.

K. LOAN APPLICATIONS; PREQUALIFICATION: Within 5 (or 30) Days After Acceptance, Buyer shall provide Seller a letter from lender or mortgage broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified for the NEW loan(s) indicated above. If Buyer fails to provide such letter within that time, Seller may cancel this Agreement in writing.

L. APPRAISAL CONTINGENCY: (If checked) This Agreement is contingent upon Property appraising at no less than the specified total purchase price. If there is a loan contingency, the appraisal contingency shall remain in effect until the loan contingency is removed. If there is no loan contingency, the appraisal contingency shall be removed within 10 (or) Days After Acceptance.

M. SELLER FINANCING: For any Seller financing designated above, Buyer is to execute a note secured by a deed of trust in favor of Seller, on the terms and conditions set forth in the attached addendum (C.A.R. Form SFA-11).

N. ASSUMED OR "SUBJECT TO" FINANCING: Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 15, provide copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, within the time specified in paragraph 15, provide Seller with notice, if any, as specified in paragraph 15. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer, and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If 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.

3. CLOSING AND OCCUPANCY

A. Possession and occupancy, subject to the rights of tenants under existing leases, shall be delivered to Buyer at AM/PM, on the date of Close Of Escrow, on , or no later than Days After Close Of Escrow.

B. At Close Of Escrow, Seller assigns to Buyer any assignable warranty rights for items included in the sale and shall provide any available copies of such warranties. Brokers cannot and will not determine the assignability of any warranties.

C. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems, alarms and garage door openers. If Property is a unit in a condominium or other common interest subdivision, Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.

4. ALLOCATION OF COSTS (If checked): If any of the inspections or reports in paragraph 4A, B, C and D are checked, then with regard to that item, Buyer shall have approval, removal and cancellation rights, and obligations as specified in paragraph 15.

INSPECTIONS AND REPORTS

A. Buyer Seller shall pay for sewer connection, if required by Law prior to Close Of Escrow.

B. Buyer Seller shall pay to have septic or private sewage disposal system inspected.

C. Buyer Seller shall pay to have domestic wells tested for water potability and productivity.

D. Buyer Seller shall pay for a natural hazard zone disclosure report prepared by COST SPLIT 50/50 (see #1 SAC 3A)

GOVERNMENT REQUIREMENTS AND RETROFIT

E. Buyer Seller shall pay for smoke detector installation and/or water heater bracing. If required by Law. Prior to Close Of Escrow, Seller shall provide Buyer a written statement of compliance in accordance with state and local Law, unless exempt.

F. Buyer Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards, inspections and reports if required as a condition of closing escrow under any Law. SPLIT COST 50/50

ESCROW, TITLE AND OTHER COSTS

G. Buyer Seller shall pay escrow fee. Escrow Holder shall be

H. Buyer Seller shall pay for owner's title insurance policy specified in paragraph 14. Owner's title policy to be issued by
(Buyer shall pay for any title insurance policy insuring Buyer's Lender, unless otherwise agreed.)

I. Buyer Seller shall pay County transfer tax or transfer fee.

J. Buyer Seller shall pay City transfer tax or transfer fee.

K. Buyer Seller shall pay Owners' Association transfer fees. IF APPLICABLE

L. Buyer Seller shall pay Owners' Association document preparation fees. IF APPLICABLE

5. SELLER DISCLOSURES: Within the time specified in paragraph 15, Seller, shall provide to Buyer, in writing, the following disclosures and information. Buyer shall then, within the time specified in paragraph 15, investigate the disclosures and information, and provide Seller with notice, if any, as specified in paragraph 15

A. NATURAL HAZARD ZONE: Special Flood Hazard Areas; Potential Flooding (Inundation) Areas; Very High Fire Hazard Severity Zones; State Fire Responsibility Areas; Earthquake Fault Zones; Seismic Hazard Zones, or any other federal, state, or locally designated zone for which disclosure is required by Law.

B. PROPERTY DISCLOSURES AND PUBLICATIONS: Earthquake Guide (and disclosures), if required by Law, and Environmental Hazards Booklet.

C. STRUCTURAL MODIFICATIONS: Any known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.

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Buyer and Seller acknowledge receipt of a copy of this page.

Buyer's Initials (AK) (MSK)
Seller's Initials (CK) (MR)



Reviewed by AKS, Date 3/21/03
Broker or Designee