

These are samples of the documents you will sign as part of the property donation process.

The first,
Escrow Instructions,
will be your instructions to the escrow agent.

The second,
Property Donation Contract,
is the actual contract you will sign
in the donation process.
However, it does deal with the
escrow process so is offered
here as part of this display
for your review.

Timeshare Donation Contract

This contract is made by and between _____ (Donor) located at _____ and Victims Relief, Inc. (Charity) located at 241 S. Valencia St., #2, La Habra, CA 90631.

It is the intent of the Donor to divest themselves of their timeshare through donation of the timeshare to the Charity with a "sale" price of \$0 (Zero Dollars).

The legal title is attached hereto.

As such the parties agree to the following:

The Donor has full legal right to transfer title from themselves to the Charity.

The Charity has the full legal right to accept title.

The Donor shall:

1. Provide a copy to the Charity of the current title to the property;
2. Covenants, Conditions, and Restrictions (CC&Rs)
3. Membership Agreement with the Resort (Timeshare Only)
4. Any additional contracts relating to the property signed by the Donor as owner;
5. If the above documents are not provided, the donor accepts all responsibility for future problems that may arise out of them.
6. Be responsible for all charges, bills, and/or debts related to the property up to and including the day of title recording; and
7. Pay for all services rendered in this process.

The Charity shall:

1. Prepare and provide for signature all documents related to the title transfer;
2. Pay required recording fees;
3. Record the title transfer from the Donor to the Charity; and
4. Forward to Donor copies of all recorded documents.

Because recording of title transfer is not under the control of the Charity, it will be accepted that if the process is not completed within 90 days of the date all documents are received by the Charity from the Donor this contract shall be null and void and Charity shall not have any claim on any funds paid by the Donor to the Escrow Company. At that time the Donor may make claim to those funds deposited with the escrow company.

The Donor specifically requests and agrees to deposit within 10 business days funds for the following services (initial your choices).

initials

Real Estate or Timeshare ONLY:

\$600 - Initial Donation

1. Recorded deed transfer from donor to Victims Relief, Inc.
2. A letter of receipt for the funds paid.

initials

Real Estate or Timeshare ONLY:

\$900 for the following services:

- a. County recorded deed transfer from us to Victims Relief, Inc.
- b. IRS Form 8283 receipt for the timeshare
- c. A receipt letter for funds paid

initials

Mortgage ONLY:

\$1000 for the following services:

- a. County recorded transfer of the mortgage from us to Victims Relief, Inc.
- b. IRS Form 8283 receipt for the mortgage
- c. A receipt letter for funds paid

Both parties agree that

- _____ (escrow agent) _____ Donor initials _____ VRI initials
or
- Path to Economic Liberty _____ Donor initials _____ VRI initials

shall hold all funds in escrow until completion of this title transfer process. Charity shall pay required reasonable holding and other marketing expenses out of proceeds held in escrow.

Submission of copies of the final recording documents showing recording of the title transfer or exercise of the First Right of Refusal by the Resort which fulfills the intent of this contract shall be deemed completion and all claims to escrowed funds held by the escrow holding company shall be awarded to the Charity.

This contract is the full and complete agreement between the parties and supercedes any previous written or oral statements or agreements.

Both parties recognize that this is a legal contract and should seek independent legal advice is desired.

Must be signed by all current legal entities on the current deed.

Donors:

_____ Signature _____ Printed _____ Date

Charity

_____ Signature _____ Printed _____ Date

Instructions to the Holding Company

We desire to transfer the deeded title to our timeshare designated as:

Resort Name _____
Street Address _____
City _____ State _____ Zip code _____
Unit # _____ Specific Designated week(s) or resort identification _____
to Victims Relief, Inc. (VRI), an authorized IRS 501(c)(3) charity.

We agree to pay in advance the sum of \$_____ for the following services.

- a. Recorded deed transfer from us to VRI
- b. A letter of receipt for the timeshare

We understand that based on IRS regulations, if VRI resells the timeshare within 36 months of our donation and we have received and used IRS form 8283 for the donation of the timeshare to take an income deduction, we may be subject to an audit by the IRS if it sells for less than what we claim as an income deduction. Because of this we choose:

_____ To receive the IRS Form 8283 for the legal limit of \$5,000 and will accept the risk of resale
initials and audit if VRI resells the timeshare for less than \$5,000.

_____ To NOT receive IRS Form 8283.
initials

We will provide the following items before VRI can begin their processing:

1. a copy of our deed so they can duplicate the critical information.
2. a copy of all contracts, CC&Rs, benefit/responsibility documents, etc. we received to this date or are available from the resort management company. It is our responsibility to acquire these from the resort if we do not have them in our possession. We will take full responsibility for any legal consequences based on these documents not provided by us that may affect a legal title transfer.
3. a completed Timeshare Information form as specified by VRI.

We further declare that:

1. No outstanding legal action is known and no consideration of such action against the donor's interest in the property is known at the time of title transfer.
2. If there are any current and unpaid bills, debts, fees, connected with this property they will remain donor's responsibility.
3. Donor is the owner in fact of the property described above. All named or legal co-ownership persons or entities have signed this certificate.
4. Donor understands that according to IRS regulations VRI's estimate of current valuation based on the research done is NOT a licensed appraisal.
5. The Donor understands that a claimed deduction of more than \$5,000 requires a licensed appraiser which shall be separately contracted for by the donor.
6. The Donor shall determine the value based on relevant factors in their possession of any claimed deduction for tax purposes. The amount claimed shall not be the responsibility of VRI.

We are depositing these funds with you, the holding company, to be released upon completion of the designated service. Proof of such service shall be copies sent to you by Victims Relief, Inc. of the recorded deed and documents being sent to us. Upon your receipt of those copies, we authorize and instruct you to release the funds to Victims Relief, Inc. Any problems, questions, or disagreements regarding completion of this process will be determined by you, the escrow company, according to your normal business operations.

All parties whose names appear on the timeshare deed must sign this form.

Signature _____ Print name _____ Date _____

VRI, Inc.

Signature _____ Print name _____ Date _____

Holding Company Agreement

_____ (Holding Company) shall perform the following services for Victims Relief, Inc. (VRI):

1. Accept funds from potential timeshare donors to hold until completion of services provided by VRI,
2. Not commingle those funds with any operating funds of the Holding company or either other legal entity
3. Holding Company agrees to hold any funds deposited by the donor to pay for such services until completion of the deed transfer. Once proof of service is received the Holding Company shall submit payment of the agreed upon amount to VRI within five (5) business days of receipt of such proof.
4. If proof of service is not received by VRI within 180 days of full submission of all documents required by VRI, Holding Company shall refund back to the donor all funds received from the donor.

VRI agrees to perform the following services:

1. VRI will process timeshare donations submitted to it according to legal requirements of deed transfer for any timeshare donations submitted to it by Holding Company (or marketing company).
2. Upon completion of a legal deed transfer from the donor to VRI, VRI will submit copies of the recorded deed to the donor and Holding Company. This shall be accepted as proof of service performed by VRI to the donor.
3. VRI retains the sole right to reject potential donations for any reason they deem warranted for rejection.