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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

<p>In re:</p> <p>ELISEO M. TURINGAN and EVELYN DE GUZMAN TURINGAN aka EVELYN FERNANDEZ DE GUZMAN,</p> <p align="right">Debtor(s).</p>	<p>CASE NO.: 2:14-bk-12948-RN CHAPTER: 7</p> <p align="center">NOTICE OF SALE OF ESTATE PROPERTY</p>
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<p>Sale Date: 03/17/2015</p>	<p>Time: 9:00 am</p>
<p>Location: United States Bankruptcy Court, Courtroom 1652, 255 E. Temple Street, Los Angeles, CA 90012</p>	

Type of Sale: Public Private **Last date to file objections:** 03/03/2015

Description of property to be sold:
Real Property located at 10511 Eagan Drive, Whittier, California

Terms and conditions of sale:
See attached Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and (f), Subject to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission and Broker's Costs; and (3) Granting Related Relief ("Motion").

Proposed sale price: \$ 410,000.00

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

Overbid procedure (if any): See Motion attached hereto for All Overbid Procedures

Overbids Due: 03/12/2015

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Hearing Date: March 17, 2015
Hearing Time: 9:00 a.m.
Courtroom: 1652
Location: United States Bankruptcy Court
Edward Roybal Federal Building
255 E. Temple Street
Los Angeles, CA 90012

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Rika M. Kido, Esq.
SHulman Hodges & Bastian LLP
100 Spectrum Center Drive, Suite 600
Irvine, California 92618
Telephone: (949) 340-3400
Email: rkido@shbllp.com

Date: 02/24/2015

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6
7 Attorneys for Wesley H. Avery,
Chapter 7 Trustee

8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION**

10 In re

11 **ELISEO M. TURINGAN and EVELYN**
12 **DE GUZMAN TURINGAN aka**
13 **EVELYN FERNANDEZ DE**
GUZMAN,

14 Debtors.

Case No. 2:14-bk-12948-RN

Chapter 7

**CHAPTER 7 TRUSTEE’S MOTION FOR
ORDER:**

- (1) **APPROVING THE SALE OF REAL
PROPERTY OF THE ESTATE FREE AND
CLEAR OF LIENS PURSUANT TO
BANKRUPTCY CODE §§ 363(b)(1) AND
(f), SUBJECT TO OVERBIDS, COMBINED
WITH NOTICE OF BIDDING
PROCEDURES AND REQUEST FOR
APPROVAL OF THE BIDDING
PROCEDURES UTILIZED;**
- (2) **APPROVING PAYMENT OF REAL
ESTATE COMMISSION AND BROKER’S
COSTS; AND**
- (3) **GRANTING RELATED RELIEF;**

**MEMORANDUM OF POINTS AND
AUTHORITIES AND DECLARATION OF
WESLEY H. AVERY IN SUPPORT THEREOF**

[Real Property located at 10511 Eagan Drive,
Whittier, California]

Hearing Date:

Date: March 17, 2015

Time: 9:00 a.m.

Place: Courtroom 1652

Edward R. Roybal Federal Building

255 E. Temple Street

Los Angeles, CA 90012

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1 **II. RELEVANT FACTS**

2 **A. Case Commencement**

3 On February 17, 2014, the Debtors filed a voluntary petition under Chapter 7 of the
4 Bankruptcy Code.

5 Wesley H. Avery is the duly appointed, qualified and acting Chapter 7 trustee in the
6 Debtors' bankruptcy case.

7 The initial 341(a) Meeting of Creditors ("Meeting of Creditors") was scheduled for April
8 1, 2014 at 8:00 a.m. The Meeting of Creditors was continued several times and was concluded
9 on July 24, 2014.

10 The last day to file proofs of claim in this case was on September 8, 2014. As of the
11 filing of this Motion, three (3) unsecured claims have been filed in this case totaling \$20,409.31,
12 including a priority unsecured claim in the total amount of \$3,517.00.

13 **B. The Property**

14 The Debtors' Bankruptcy Schedule A lists the Property, which is legally described as
15 follows:²

16 The land hereinafter referred to is situated in the Area of Whittier, County of Los
17 Angeles, State of CA, and is described as follows:

18 Lot 105 of Tract No. 28445, in the City of Whittier, County of Los Angeles, State
19 of California, as per Map recorded in Book 710, Pages 35 to 37 inclusive of
20 Maps, in the Office of the County Recorder of said county.

21 APN: 8151-028-053

22 In their Bankruptcy Schedule A, the value of the Property was asserted to be \$415,000.00
23 with liens in favor of (1) Wells Fargo Mortgage in the amount of \$312,225.00 and (2) Ernest
24 Gamez in the amount of \$54,000.00. As of the Petition Date, the Debtors had an agreement with
25 David Schroll ("Tenant") to lease the Property from September 1, 2013 through August 31,
26 2014.

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² The legal description for the Property is believed to be accurate but may be corrected or updated by the title company in the transfer documents as necessary to complete the proposed sale transaction.

1 Pursuant to Court order entered on July 25, 2014 (Docket No. 50), the Trustee was
2 authorized to employ Jan Neiman of Neiman Realty (“Broker”), to assist the Trustee in the
3 marketing and sale of the Property.

4 On September 15, 2014, the Debtors turned over the security deposit paid by the Tenant
5 in the total amount of \$2,650.00 to the Estate (“Security Deposit”).

6 The Trustee’s Broker investigated the Property and believed that the value of the
7 Property was approximately \$435,000.00. The Property was thus listed for the sale price of
8 \$435,000.00. The Property was listed on the MLS-SRAR, Homeseekers, Homesnap,
9 Realtor.com, Turlia and Zillow and advertised for sale for 119 days. There was interest in the
10 Property, including seven (7) showings. However, while there had been interest in the Property
11 and multiple showings, due to the poor condition of the Property (needs paint and carpet) only
12 three (3) offers were made for the Property, one oral and two written, including the Buyer’s offer
13 of \$395,000.00, which the Trustee countered for \$410,000.00 and the Buyer accepted.

14 The Buyer’s offer that is the subject of this Motion represents the best offer received by
15 the Trustee. As set forth below, the Trustee believes the sale of the Property will benefit the
16 Estate and its creditors.

17 **C. Exemption Claimed in the Property**

18 On their original Schedule C, the Debtors claimed an exemption in the Property pursuant
19 to California Code of Civil Procedure Section 704.730 in the total amount of \$48,775.00.

20 On April 16, 2014, the Debtors amended their Schedule C to claim an exemption in the
21 Property in the total amount of \$24,058.00 pursuant to Sections 703.140(b)(1) and 703.140(b)(5)
22 of the California Code of Civil Procedure (Docket No. 46).

23 On September 21, 2014, the Debtors again amended their Schedule C to claim an
24 exemption in the Property in the total amount of \$23,900.00 pursuant to Sections 703.140(b)(1)
25 and 703.140(b)(5) of the California Code of Civil Procedure (Docket No. 57).

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1 On January 9, 2015, this Court entered the Order Approving Stipulation Between Chapter
2 7 Trustee and Debtors Resolving Estate’s Interest in Pre-Petition Funds and Real Property,
3 Docket No. 65 (“Stipulation Order”). Pursuant to the Stipulation Order, the Debtors reduced
4 their claimed exemption in the Property to \$2,700.00 pursuant to Sections 703.140(b)(1) and
5 703.140(b)(5) of the California Code of Civil Procedure.

6 **D. Liens and Encumbrances Against the Property and Their Proposed Treatment**
7 **Through the Sale**

8 The following chart sets forth the liens and encumbrances against the Property as detailed
9 in the Preliminary Title Report dated January 14, 2015 (“Preliminary Title Report”), a copy of
10 which is attached as **Exhibit “1”** to the Declaration of Wesley H. Avery (“Avery Declaration”)
11 and the proposed treatment of the liens and encumbrances through the sale:

<u>Creditor</u>	<u>Description</u>	<u>Estimated Amount Owing</u>	<u>Treatment of Lien Through the Sale</u>
Los Angeles County Treasurer-Tax Collector	Real property taxes	\$2,628.92 (Second Installment for 2014-2015 due on 4/10/15)	All outstanding real property taxes will be paid through escrow on the sale transaction.
Wells Fargo Bank, N.A.	Deed of Trust recorded on November 19, 2008 as Instrument No. 20082182117. A Substitution of Trustee under said deed of trust which named First American Loanstar Trustee Services as the substituted trustee on July 20, 2009 as Instrument No. 20091089572. Mesne Assignment of Record of the beneficial interest under said deed of trust, assigned to Wells Fargo Bank, N.A. on May 6, 2013 as Instrument No. 20130679924.	\$321,606.33 (per payoff statement dated February 16, 2015)	This lien will be paid through escrow on the sale of the Property. Thus, this lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will not attach to the sale proceeds.

<u>Creditor</u>	<u>Description</u>	<u>Estimated Amount Owing</u>	<u>Treatment of Lien Through the Sale</u>
Ernest R. Gamez	Deed of Trust recorded on December 29, 2008 as Instrument No. 20082266366.	\$45,000.00 (amount approved by Secured Lender on 2/18/15; reduction from \$74,567.54 payoff dated 11/4/14)	This lien will be paid through escrow on the sale of the Property in the amount <u>approved</u> by the Secured Lender. Thus, this lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will not attach to the sale proceeds.

All costs of sale, including escrow fees and real estate commissions will be paid at closing. In addition, to the extent that there are any outstanding real property taxes, they will be paid through the sale.

E. The Purchase Offer and Summary of the Sale Terms

The Buyer has offered to purchase the Property for \$410,000.00. The purchase price includes a deposit of \$12,300.00. Attached as **Exhibit “2”** to the Avery Declaration is a true and correct copy of the Residential Purchase Agreement and Joint Escrow Instructions, Addendum and Counter Offer (collectively the “Agreement”).

A summary of the Agreement’s terms and highlights are discussed below, but the summary and discussion are not meant to be a complete review of every provision of the Agreement. The Agreement itself is the legally binding document the Trustee seeks approval of and, in the event of any inconsistency between the terms, provisions or effect of the Agreement and the description of it in these pleadings, the Agreement alone shall govern and not these pleadings or the descriptions herein.

In summary, the principal terms of the sale of the Property shall be as follows (the Trustee is referred to at times as the “Seller” in the following summary):

Buyer:	Robert Salamone
Purchase Price:	\$410,000.00, subject to the Bidding Procedures set forth below. \$12,300.00 to be paid as a deposit and the remainder to be paid in cash at closing.
Escrow, Title and Other Costs	Escrow to be Seller’s choice. Title company to be Seller’s choice. Each party shall pay their own escrow costs.

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Bankruptcy Court Approval	The Buyer and Escrow are aware that any and all sale of the Property are subject to Bankruptcy Court approval, are subject to overbid at the time of the court hearing for approval of the sale, and that any Bankruptcy Court Order approving sale of the Property is subject to a fourteen (14) day waiting period after entry for escrow to close.								
Real Estate Agent Commission	Through escrow on the sale of the Property, and subject to Court approval, the Trustee shall pay compensation for real estate agent services to the Buyer's agent and the Estate's agent. The agents shall equally split a commission in the amount of \$18,450.00 (4.5% of the purchase price) ³ as follows: <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;"><u>Agent</u></th> <th style="text-align: center;"><u>Commission</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Trustee's Broker Jan Neiman, Neiman Realty</td> <td style="text-align: center;">\$6,150.00</td> </tr> <tr> <td style="text-align: center;">Buyer's Broker Janalyn Harnach</td> <td style="text-align: center;">\$12,300.00</td> </tr> <tr> <td style="text-align: center;">Total Commission</td> <td style="text-align: center;">\$18,450.00</td> </tr> </tbody> </table>	<u>Agent</u>	<u>Commission</u>	Trustee's Broker Jan Neiman, Neiman Realty	\$6,150.00	Buyer's Broker Janalyn Harnach	\$12,300.00	Total Commission	\$18,450.00
<u>Agent</u>	<u>Commission</u>								
Trustee's Broker Jan Neiman, Neiman Realty	\$6,150.00								
Buyer's Broker Janalyn Harnach	\$12,300.00								
Total Commission	\$18,450.00								
Purchase Without Warranties	Because the sale of the Property is a bankruptcy sale, any such sale shall be "as-is" and without any warranties (whatsoever), and any transfer shall be by Bankruptcy Trustee's Deed or Quitclaim Deed at the Seller's option.								
Trustee's Liability	No fees shall be paid and no costs shall be reimbursed unless and until ordered by the Bankruptcy Court under 11 U.S.C. Section 330 and/or 331. Any and all such fees and costs shall be the sole and exclusive liability of and claim against the Bankruptcy Estate, and the Trustee, Wesley H. Avery, shall not have any personal liability on any account.								
Jurisdiction of the Bankruptcy Court	Any and all disputes in connection with the Agreement are subject to the exclusive jurisdiction and venue of the United States Bankruptcy Court, Case No. 2:14-bk-12948-RN, in Los Angeles, California.								
Outstanding Real Property Taxes	To be paid through escrow.								
Free and Clear of Liens and Encumbrances	The Property shall be delivered to the Buyer free and clear of all liens and encumbrances. Any liens and interests against the Property that are not paid in full through escrow shall attach to the sale proceeds generated through the sale with the same force, effect, validity, and priority as such liens or interests had with respect to the Property prior to the sale.								
Infeasibility of Sale	To the extent that liens, claims or co-owners, or other encumbrances against the Property, if any, make the sale infeasible or unprofitable to the Bankruptcy Estate, the Seller may at his option terminate this Agreement and cancel any proposed sale under this Agreement. In such case, the Buyer and Escrow agree to fully and completely release Seller/Trustee from any and all obligations under this Agreement. In addition, any escrow shall be cancelled.								

³ The Trustee's Broker has voluntarily agreed to reduce her half of the commission by one percent (1%) for a total requested commission of five percent (5%).

1 2 3 4 5 6 7	Good Faith Finding The proposed sale has been brought in good faith and has been negotiated on an “arms length” basis. The negotiations with the Buyer have resulted in an offer to sell the Estate’s interest in the Property that will have substantial benefit. Accordingly, the sale is in good faith and should be approved. The Trustee shall request such a finding pursuant to Bankruptcy Code Section 363(m) at the hearing on this Sale Motion.
8 9 10 11 12 13 14 15 16 17 18	Waiver of Rule 6004(h) The Trustee requests that the Court waive the fourteen-day stay of the order approving the sale of the Property under Federal Rules of Bankruptcy Procedure 6004(h) such that the sale of the Property can close as soon as possible after entry of the Court order approving the Motion and the Agreement.

8 **F. Tax Consequences of Sale**

9 The Trustee is not aware of any tax consequences to the Estate for the sale of the
10 Property. The Debtors purchased the Property for \$386,000.00 on August 24, 2004. There were
11 improvements made to the Property in the total amount of \$23,280.00, which increases the cost
12 basis for the Property and thereby negates the capital gain on the sale and taxes thereon.

13 **G. Notice of Bidding Procedures**

14 The Trustee has determined that it would benefit the Estate to permit all interested parties
15 to receive information and bid for the Property instead of selling the Property to the Buyer on an
16 exclusive basis. Accordingly, in order to obtain the highest and best offer for the benefit of the
17 creditors of this Estate, the Trustee also seeks Court approval of the following bidding
18 procedures (“Bidding Procedures”):

19 1. Potential overbidder(s) must bid an initial amount of at least \$3,000.00 over the
20 Purchase Price, or \$413,000.00. Minimum bid increments thereafter shall be \$2,000.00. The
21 Trustee shall have sole discretion in determining which overbid is the best for the Estate and will
22 seek approval from the Court of the same.

22 2. Overbids must be in writing and be received by the Trustee and the Trustee’s
23 counsel, Shulman Hodges & Bastian LLP to the attention of Rika M. Kido on or before **three (3)
24 business days prior to the hearing on this Motion.**

24 3. Overbids must be accompanied by certified funds in an amount equal to three
25 percent (3%) of the overbid purchase price.

25 4. The overbidder must also provide evidence of having sufficient specifically
26 committed funds to complete the transaction, or a lending commitment for the bid amount and
27 such other documentation relevant to the bidder’s ability to qualify as the purchaser of the
28 Property and ability to close the sale and immediately and unconditionally pay the winning bid
purchase price at closing.

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1 5. The overbidder must seek to acquire the Property on terms and conditions not less
2 favorable to the Estate than the terms and conditions to which the Buyer has agreed to purchase
3 the Property as set forth in the Agreement attached as **Exhibit "2"** to the Avery Declaration
4 including closing on the sale of the Property in the same time parameters as the Buyer.

5 6. All competing bids must acknowledge that the Property is being sold on an "AS
6 IS" basis without warranties of any kind, expressed or implied, being given by the Trustee,
7 concerning the condition of the Property or the quality of the title thereto, or any other matters
8 relating to the Property. The competing bid buyer must represent and warrant that he/she is
9 purchasing the Property as a result of their own investigations and are not buying the Property
10 pursuant to any representation made by any broker, agent, accountant, attorney or employee
11 acting at the direction, or on the behalf of the Trustee. The competing bidder must acknowledge
12 that he/she has inspected the Property, and upon closing of Escrow governed by the Agreement,
13 the competing buyer forever waives, for himself/herself, their heirs, successors and assigns, all
14 claims against the Debtors, their attorneys, agents and employees, the Debtors' Estate, Wesley H.
15 Avery as Trustee and individually, and his attorneys, agents and employees, arising or which
16 might otherwise arise in the future concerning the Property.

17 7. If overbids are received, the final bidding round for the Property shall be held at
18 the hearing on the Motion in order to allow all potential bidders the opportunity to overbid and
19 purchase the Property. At the final bidding round, the Trustee or his counsel will, in the exercise
20 of their business judgment and subject to Court approval, accept the bidder who has made the
21 highest and best offer to purchase the Property, consistent with the Bidding Procedures
22 ("Successful Bidder").

23 8. At the hearing on the Motion, the Trustee will seek entry of an order, *inter alia*,
24 authorizing and approving the sale of the Property to the Successful Bidder. The hearing on the
25 Motion may be adjourned or rescheduled without notice other than by an announcement of the
26 adjourned date at the hearing on the Motion.

27 9. In the event the Successful Bidder fails to close on the sale of the Property within
28 the time parameters approved by the Court, the Trustee shall retain the Successful Bidder's
Deposit and will be released from his obligation to sell the Property to the Successful Bidder and
the Trustee may then sell the Property to the first back-up bidder approved by the Court at the
hearing on the Motion ("First Back-Up Bidder").

10 10. In the event First Back-Up Bidder fails to close on the sale of the Property within
11 the time parameters approved by the Court, the Trustee shall retain the First Back-Up Bidder's
12 Deposit and will be released from his obligation to sell the Property to the First Back-Up Bidder
13 and the Trustee may then sell the Property to the second back-up bidder approved by the Court at
14 the hearing on the Motion ("Second Back-Up Bidder").

22 **III. ARGUMENT**

23 **A. The Court May Authorize the Sale When There is a Good Faith Purchaser**

24 The Trustee, after notice and hearing, may sell property of the estate. 11 U.S.C. § 363(b).
25 The standards to establish are that there is a sound business purpose for the sale, that the sale is
26 in the best interests of the estate, i.e., the sale is for a fair and reasonable price, that there is
27 accurate and reasonable notice to creditors and that the sale is made in good faith. *In re Wilde*
28 *Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d

1 1063, 1069 (2d Cir. 1983). Business justification would include the need to close a sale to one of
2 very few serious bidders where an asset has been shopped and a delay could jeopardize the
3 transaction. *See, e.g., In re Crowthers McCall Pattner, Inc.*, 114 B.R. 877, 885 (Bankr. S.D.N.Y.
4 1990) (extreme difficulty finding a buyer justified merger when buyer found). The Trustee's
5 proposed sale of the Property meets the foregoing criteria.

6 1. Sound Business Purpose

7 The Ninth Circuit has adopted a flexible, case-by-case test to determine whether the
8 business purpose for a proposed sale justifies disposition of property of the estate under Section
9 363(b). *In re Walter*, 83 B.R. 14 (B.A.P. 9th Cir. 1988). In *Walter*, the Ninth Circuit, adopting
10 the reasoning of the Fifth Circuit in *In re Continental Air Lines, Inc.*, 780 F.2d 1223 (5th Cir.
11 1986), and the Second Circuit in *In re Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983), set forth the
12 following standard to be applied under Bankruptcy Code Section 363(b):

13 Whether the proffered business justification is sufficient depends on the case. As
14 the Second Circuit held in *Lionel*, the bankruptcy judge should consider all salient
15 factors pertaining to the proceeding and, accordingly, act to further the diverse
16 interests of the debtor, creditors and equity holders, alike. He might, for example,
17 look to such relevant factors as the proportionate value of the assets to the estate
18 as a whole, the amount of lapsed time since the filing, the likelihood that a plan of
19 reorganization will be proposed and confirmed in the near future, the effect of the
20 proposed disposition on future plans of reorganization, the proceeds to be
21 obtained from the disposition vis-a-vis any appraisals of the property, which of
22 the alternatives of use, sale or lease the proposal envisions and, most importantly
23 perhaps, whether the asset is increasingly or decreasing in value. This list is not
24 intended to be exclusive, but merely to provide guidance to the bankruptcy judge.

25 *Walter*, 83 B.R. at 19-20 (quoting *Continental*, 780 F.2d at 1226).

26 Here, the facts surrounding the sale of the Property support the Trustee's business
27 decision that the proposed sale is in the best interests of the Estate and its creditors. Through the
28 sale, the Trustee expects to generate net proceeds of approximately \$13,416.75 as follows
(amounts are estimated):

Sale Price	\$410,000.00
Less real estate commission and costs of sale (6.0%)	(\$18,450.00)
Less amount due to Wells Fargo on the First Deed of Trust (per mortgage statement dated June 20, 2014)	(\$321,654.33)
Less reduced payoff to Ernest R. Gamez on the Second Deed of Trust	(\$45,000.00)

1	<i>Less</i> Second Installment of 2014-2015 property taxes (will be pro-rated)	(\$2,628.92)
2	<i>Less</i> Debtors' claimed exemption	(\$2,700.00)
3	Estimated Net Sale Proceeds for the benefit of the	\$13,416.75
4	Estate	

5 The estimated net proceeds will substantially benefit the Estate by providing funds for a
6 distribution to unsecured creditors. If the Motion is not approved, then there will be a substantial
7 loss to the Estate. In such event, the Estate will not receive any benefit from the Property.

8 Furthermore, the Trustee believes that the proposed sale, subject to overbids, will be at
9 fair market value because it is the best offer the Estate has received thus far for the Property, and
10 is the result of negotiations between the Trustee and the Buyer for the best and highest offer.
11 Given that the sale is subject to overbids, it is anticipated the Trustee will receive the best and
12 highest value for the Property and therefore the proposed sale price of the Property is fair and
13 reasonable. Therefore, the Trustee respectfully submits that, if this Court applies the good
14 business reason standard suggested by the Second Circuit in *Lionel*, the sale should be approved.

15 **2. [The Sale Serves the Best Interests of the Estate and Creditors](#)**

16 The Trustee believes that it would be in the best interest of the Estate and its creditors to
17 sell the Property. The benefits to the Estate, as set forth above, are significant as the proposed
18 sale will yield an estimated \$13,416.75 to the Estate. If the Motion is not approved, the Estate
19 will not receive the sale proceeds and will likely lose the Buyer. The Trustee does not want to
20 lose this beneficial business opportunity. Thus, the Trustee has made a business decision that it
21 is in the best interest of the creditors of the Estate that this Motion be approved.

22 **3. [Accurate and Reasonable Notice](#)**

23 It is expected that notice of this Motion will satisfy the requirements for accurate and
24 reasonable notice.

25 The notice requirements for sales are set forth in Federal Rules of Bankruptcy Procedure
26 (“FRBP”) 6004 and 2002. The notice must include the time and place of any public sale and/or
27 the terms and conditions of any private sale, the time fixed for filing on objections and a general
28 description of the property. Fed. R. Bankr. P. 2002(c)(1).

1 In compliance with FRBP 2002 and Bankruptcy Code Section 102(1), the Trustee shall
2 provide notice of the proposed sale of the Property to creditors and parties in interest. The
3 Notice of Motion will include a summary of the terms and conditions of the proposed private
4 sale, the time fixed for filing objections, and a general description of the Property. The Trustee
5 submits that the notice requirements will have been satisfied, thereby allowing creditors and
6 parties in interest an opportunity to object to the sale. Hence, no further notice should be
7 necessary.

8 **4. The Sale is Made in Good Faith**

9 The proposed sale has been brought in good faith and has been negotiated on an “arms
10 length” basis. The court, in *Wilde Horse Enterprises*, set forth the factors in considering whether
11 a transaction is in good faith. The court stated:

12 “Good faith” encompasses fair value, and further speaks to the integrity of the
13 transaction. Typical “bad faith” or misconduct, would include collusion between
14 the seller and buyer, or any attempt to take unfair advantage of other potential
15 purchasers. . . . And, with respect to making such determinations, the court and
creditors must be provided with sufficient information to allow them to take a
position on the proposed sale.

16 *Id.* at 842 (citations omitted).

17 In the present case, the negotiation of the proposed sale was an arms-length transaction.
18 The negotiations with the Buyer resulted in a sale price for the Property that will have substantial
19 benefit to the Estate. As set forth in the Notice of the Motion, the creditors will have been
20 provided with sufficient notice of the sale. Accordingly, the sale is in good faith and should be
21 approved. The Trustee shall request such a finding pursuant to Bankruptcy Code Section 363(m)
at the hearing on this Motion.

22 **B. The Proposed Sale Should be Allowed Free and Clear of Liens**

23 Bankruptcy Code Section 363(f) allows a trustee to sell property of the bankruptcy estate
24 “free and clear of any interest in such property of an entity,” if any one of the following five
25 conditions is met:

- 26 (1) applicable non-bankruptcy law permits a sale of such property free
27 and clear of such interest;
- 28 (2) such entity consents;

1 (3) such interest is a lien and the price at which such property is to be
2 sold is greater than the aggregate value of all liens on such property;

3 (4) such interest is in bona fide dispute; or

4 (5) such entity could be compelled, in a legal or equitable proceeding,
5 to accept money satisfaction of such interest.

6 11 U.S.C. § 363(f).

7 Here, the sales price is greater than the aggregate amount of all liens against the Property
8 as shown above. As such, the Property can be sold free and clear of all liens pursuant to Section
9 363(f)(3).

10 **C. The Court has the Authority to Approve the Bidding Procedures**

11 Implementation of the Bidding Procedures is an action outside of the ordinary course of
12 the business. Bankruptcy Code Section 363(b)(1) provides that a trustee “after notice and
13 hearing, may use, sell or lease, other than in the ordinary course of business, property of the
14 estate.” 11 U.S.C. § 363(b)(1). Furthermore, under Bankruptcy Code Section 105(a), “[t]he
15 court may issue any order, process, or judgment that is necessary or appropriate to carry out the
16 provisions of this title.” 11 U.S.C. § 105(a). Thus, pursuant to Bankruptcy Code Sections
17 363(b)(1) and 105(a), this Court may authorize the implementation of overbidding procedures.

18 The Ninth Circuit, in a case under the Bankruptcy Act, recognized the power of a
19 bankruptcy court to issue orders determining the terms and conditions for overbids with respect
20 to a sale of estate assets. *In re Crown Corporation*, 679 F.2d 774 (9th Cir. 1982). The *Crown*
21 *Corporation* court entered an order specifying the minimum consideration required for an
22 overbid as well as the particular contractual terms required to be offered by overbidders. *Id.* at
23 777. The *Crown Corporation* decision also approves an order requiring and setting the amount
24 of potential overbidder’s deposits and authorized courts to determine the disposition of such
25 deposits. *Id.* While the discussion is not extensive, the *Crown Corporation* decision recognizes
26 the authority of bankruptcy courts to order the implementation of bidding procedures such as
27 those proposed in the present case.

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1 **1. The Overbid Procedures are Untainted by Self-Dealing**

2 The Bidding Procedures have been proposed in good faith and have been negotiated on
3 an “arms-length” basis. Therefore, there is no prospective taint in dealings between Trustee and
4 any potential bidders.

5 **2. The Overbid Procedures Encourage Bidding and are Fair in Amount**

6 The Bidding Procedures are designed to encourage, not hamper bidding and are
7 reasonable under the circumstances. The Bidding Procedures are intended to provide potential
8 overbidders with adequate information to make an informed decision as to the amount of their
9 bid and the validity of their bid.

10 **3. The Overbid Procedures are Fair, Reasonable and Serve the Best Interests of**
11 **the Estate**

12 The proposed Bidding Procedures serve the Estate in several ways. First, the Bidding
13 Procedures themselves are fair, reasonable and productive; they will permit the Trustee to
14 conduct an orderly sale and obtain the best possible price on the best possible terms for the
15 Property.

16 The Bidding Procedures will ensure that all bids will be comparable. The Trustee will
17 determine which bid is the highest and best for the Estate. The comparability requirement of the
18 Bidding Procedures will make it possible to accomplish this task.

19 The Bidding Procedures will help the Trustee to obtain the highest and best possible price
20 for the Property. The Bidding Procedures institute minimum overbid increments which the
21 Trustee believes are reasonable. Thus, the Trustee will be able to obtain substantial benefit for
22 this Estate from the sale of the Property from competing bids.

23 The Bidding Procedures require that potential bidders demonstrate their capacity to
24 complete the transaction. It would be a serious loss to the Estate if it surrendered its opportunity
25 to sell the Property to one buyer in favor of a competing bidder only to discover the successful
26 bidder incapable of consummating the transaction. Thus, requiring bidders to qualify as
27 qualified bidders will protect the Estate from such a loss.

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1 Finally, the most important benefit of the Bidding Procedures to the Estate is that their
2 implementation will enable the consummation of the proposed sale. The proposed sale will be
3 the best way to obtain the maximum and most expedient recovery for creditors of this Estate.
4 Implementation of the Bidding Procedures is an essential component of consummating the sale
5 of the Property and maximizing the value of the Property for the Estate and creditors.

6 The Bidding Procedures proposed by the Trustee are fair and provide for a “level playing
7 field” for all prospective bidders with respect to the Property. The proposed Bidding Procedures
8 establish a reasonable but expeditious timeline for allowing the Trustee to give notice of the
9 proposed sale and qualified bidders to conduct reasonable due diligence and submit competing
10 offers for the Property, thereby potentially generating additional value for the Property.
11 Furthermore, the notice that the Trustee proposes to provide to creditors and parties in interest in
12 connection with the Bidding Procedures and Motion is designed to attract the most interest in the
13 acquisition of the Property and is sufficient under the circumstances of this case. Thus, approval
14 of the Bidding Procedures will serve the best interests of the Estate and its creditors.

15 **D. The Court has the Authority to Waive the Fourteen-Day Stay of Sale**

16 Federal Rule of Bankruptcy Procedure 6004(h) provides that “[a]n order authorizing the
17 use, sale or lease of property other than cash collateral is stayed until the expiration of 14 days
18 after entry of the order, unless the Court orders otherwise.” Fed. Rule Bankr. P. 6004(h).

19 The Trustee desires to close the sale of the Property as soon as practicable after entry of
20 an order approving the sale. Accordingly, the Trustee requests that the Court, in the discretion
21 provided it under Federal Rule of Bankruptcy Procedure 6004(h), waive the fourteen-day stay
22 requirement.

23 **E. Request for Payment of Real Estate Commission and Broker’s Costs**

24 Bankruptcy Code Section 327 allows, with court approval, for the trustee to employ
25 professional persons, “that do not hold or represent an interest adverse to the estate, and that are
26 disinterested persons.” 11 U.S.C. § 327(a). By an Order entered on July 25, 2014, the Trustee
27 was authorized to employ the Broker to assist the Trustee in the marketing and sale of the
28 Property.

1 Bankruptcy Code Section 328 allows employment of a professional person under section
2 327 “on any reasonable terms and conditions of employment, including on a retainer, on an
3 hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. §
4 328(a) (emphasis added). Through this Motion, as provided in the Agreement, the Trustee seeks
5 authorization to pay a real estate broker commission in the amount of four and one-half percent
6 (4.5%)⁴ of the purchase price. Through escrow on the sale of the Property, and subject to
7 Bankruptcy Court approval, the Trustee shall pay a real estate broker’s commission as follows:

<u>Agent</u>	<u>Commission</u>
Trustee’s Broker Jan Neiman, Neiman Realty	\$6,150.00
Buyer’s Broker Janalyn Harnach, Re/Max Classic Real Estate	\$12,300.00
Total Commission	\$18,450.00

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12 Additionally, from the Security Deposit, the Trustee seeks authorization to reimburse the
13 Broker in the amount \$1,244.50 for payments made for changing the locks on the Property,
14 cleaning the Property and fixing a plumbing issue after the Tenant moved out of the Property. In
15 order to effectively market the Property, the Broker also paid \$102.57 to continue the utilities.
16 Attached as **Exhibit “3”** to the Avery Declaration are true and correct copies of the invoice for
17 changing the locks, invoice for cleaning the Property, invoice for the plumber and statements for
18 the utilities. The Trustee also seeks authorization to reimburse the Broker approximately
19 \$102.57 for the payments on the utilities and additional expenses incurred for the utilities
20 (expected to be less than \$100.00) from the time the Motion is filed to the close of escrow.

21 **IV. CONCLUSION**

22 **WHEREFORE**, based upon the foregoing, the Trustee respectfully submits that good
23 cause exists for granting the Motion and requests that the Court enter an order as follows:

- 24 1. Approving the Bidding Procedures set forth above for the sale of the Property.
25 2. Authorizing the Trustee to sell the Property on an as-is, where-is basis, without
26 any warranties or representations, to the Buyer (or Successful Bidder) pursuant to the terms and
27 conditions as set forth in the Agreement attached as **Exhibit “2”** to the Avery Declaration.

28 ⁴ The Trustee’s Broker has voluntarily agreed to reduce her half of the commission by one and one-half percent (1.5%).

1 3. Authorizing the sale of the Property free and clear of liens with liens not satisfied
2 through the sale to attach to the sale proceeds in the same validity and priority as prior to the
3 closing of the sale.

4 4. Authorizing the Trustee to pay from the proceeds of the sale of the Property
5 through escrow all amounts owing in relation to all secured liens and encumbrances on the
6 Property.

7 5. Authorizing the Trustee to pay from the proceeds of the sale of the Property all
8 ordinary and customary costs of sale, including escrow fees.

9 6. Authorizing the Trustee to sign any and all documents convenient and necessary
10 in pursuit of the sale as set forth above, including but not limited to any and all conveyances
11 contemplated by the Agreement attached as **Exhibit "2"** to the Avery Declaration.

12 7. A determination by the Court that the Buyer is in good faith pursuant to
13 Bankruptcy Code Section 363(m).

14 8. Approving the payment of the real estate commission in the total amount not to
15 exceed four and one-half percent (4.5%) of the purchase price.

16 9. Approving the payment of \$1,347.07 to the Broker as reimbursement for advance
17 costs on the invoices and statements attached as **Exhibit "3"** and any additional incurred costs
18 (not to exceed \$100.00) for utilities until the close of escrow.

19 10. Waiving the fourteen day stay of the order approving the sale of the Property
20 under Federal Rules of Bankruptcy Procedure 6004(h).

21 11. For such other and further relief as the Court deems just and proper under the
22 circumstances of this case.

23 Respectfully submitted,

24 **SHULMAN HODGES & BASTIAN LLP**

25 Dated: February 24, 2015

/s/ Rika M. Kido

Leonard M. Shulman

Lynda T. Bui

Rika M. Kido

Attorneys for Wesley H. Avery, Chapter 7 Trustee
for the bankruptcy state of Eliseo M. Turingan and Evelyn
De Guzman Turingan aka Evelyn Fernandez De Guzman

DECLARATION

DECLARATION OF WESLEY H. AVERY

I, Wesley H. Avery, declare:

1. I am the duly appointed, qualified and acting Chapter 7 Trustee for the bankruptcy estate of Eliseo M. Turingan and Evelyn De Guzman Turingan aka Evelyn Fernandez De Guzman (collectively, "Debtors"). I have personal knowledge of the facts set forth herein, and if called and sworn as a witness, I could and would competently testify thereto, except where matters are stated on information and belief, in which case I am informed and believe that the facts so stated are true and correct.

2. I make this Declaration in support of my Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and (f), Subject to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission and Broker's Costs; and (3) Granting Related Relief ("Motion"). All capitalized terms not otherwise defined herein shall have the meaning set forth in the Motion.

3. I have read and I am aware of the contents of the Motion and the accompanying Memorandum of Points and Authorities. The facts stated in the Motion and the Memorandum of Points and Authorities are true to the best of my knowledge.

4. The Debtors' Bankruptcy Schedule A lists the Property with the value of \$415,000.00 and liens in favor of (1) Wells Fargo Mortgage in the amount of \$312,225.00 and (2) Ernest Gamez in the amount of \$54,000.00. As of the Petition Date, the Debtors had an agreement with David Schroll ("Tenant") to lease the Property from September 1, 2013 through August 31, 2014.

5. Pursuant to Court order entered on July 25, 2014 (Docket No. 50), I was authorized to employ Jan Neiman of Neiman Realty ("Broker"), to assist the Trustee in the marketing and sale of the Property.

6. On September 15, 2014, the Debtors turned over the security deposit paid by the Tenant in the total amount of \$2,650.00 to the Estate ("Security Deposit").

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1 7. The Broker investigated the Property and believed that the value of the Property
2 was approximately \$435,000.00. The Property was thus listed for the sale price of \$435,000.00.
3 The Property was listed on the MLS-SRAR, Homeseekers, Homesnap, Realtor.com, Turlia and
4 Zillow and advertised for sale for 119 days. There was interest in the Property, including seven
5 (7) showings. However, while there had been interest in the Property and multiple showings,
6 due to the poor condition of the Property (needs paint and carpet) only three (3) offers were
7 made for the Property, one oral and two written, including the Buyer's offer of \$395,000.00,
8 which I countered for \$410,000.00 and the Buyer accepted.

9 8. The Motion sets forth the proposed treatment of all the liens and encumbrances
10 against the Property as detailed in Preliminary Title Report dated January 14, 2015, a true and
11 correct copy of which is attached hereto as **Exhibit "1."**

12 9. Through my Broker, I received an offer from the Buyer to purchase the Property
13 for \$395,000.00. I instructed my Broker to counter the Buyer's offer at \$410,000.00, which was
14 accepted. Attached hereto as **Exhibit "2"** is a true and correct copy of the Residential Purchase
15 Agreement and Joint Escrow Instructions and Counter Offers and related addendum
16 (collectively, the "Agreement") for which I am seeking Court approval.

17 10. The Buyer's offer for the purchase of the Property for \$410,000.00 is the best
18 offer that the Estate has received thus far. I am seeking to sell the Estate's interest in the
19 Property free and clear of all liens, claims, and encumbrances and subject to the Bidding
20 Procedures described in the Motion.

21 11. My counsel and I have worked with my broker and Mr. Gamez, the second
22 lienholder, to increase the net proceeds which the Estate will generate from the sale of the
23 Property. My broker has agreed to reduce her real estate commission from three percent (3%) to
24 one and one-half percent (1.5%), which increases the estimated net proceeds the Estate will
25 receive by approximately \$6,000.00.

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1 12. Additionally, from the Security Deposit, I seek authorization to reimburse the
2 Broker in the amount \$1,244.50 for payments made for changing the locks on the Property,
3 cleaning the Property and fixing a plumbing issue after the Tenant moved out of the Property. In
4 order to effectively market the Property, my broker also paid \$102.57 to continue the utilities.
5 Attached hereto as **Exhibit "3"** are true and correct copies of the invoice for changing the locks,
6 invoice for cleaning the Property, invoice for the plumber and statements for the utilities.
7 Through the Motion, I also seek authorization to reimburse my broker approximately \$102.57 for
8 the payments on the utilities and additional expenses incurred for the utilities (expected to be less
9 than \$100.00) from the time the Motion is filed to the close of escrow.

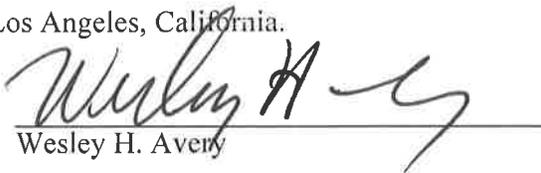
10 13. Through the sale, I expect to generate proceeds of \$13,416.75, which will benefit
11 the Estate by providing funds for a distribution to the holders of unsecured claims.

12 14. In order to ensure that there is a sufficient benefit to unsecured creditors, I will
13 agree to allocate thirty percent (30%) from the net proceeds received from the sale of the
14 Property for payment of unsecured claims. I anticipate that administrative claimants, including
15 myself, will voluntarily reduce their fees to ensure a meaningful distribution to unsecured
16 creditors.

17 15. For the reasons set forth in the Motion and this Declaration, I respectfully request
18 that the Court grant the Motion so that I do not lose this favorable business opportunity to net a
19 substantial amount of money for the Estate.

20 I declare under penalty of perjury under the laws of the United States of America that the
21 foregoing is true and correct.

22 Executed on February 24, 2015, at Los Angeles, California.

23 
24 Wesley H. Avery

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EXHIBIT "1"

PRELIMINARY TITLE REPORT

TITLE SNAPSHOT GRADE

4195 East Thousand Oaks Boulevard, Suite 107, Westlake Village, CA 91362
Toll Free: (877)365-9365 | Direct: (805)367-5628 | Fax: (855)256-8226

C

Title is Vested in

- n Evelyn G. Turingan, a married woman as her sole and separate property, subject to proceedings pending in the bankruptcy court where a petition for relief was filed:
Name of Debtor: Eliseo M Turingan and Evelyn De Guzman Turingan aka Evelyn Fernandez De Guzman
Date of Filing: February 17, 2014
U.S. District Court: Central District Of California (Los Angeles)
Case No: bk-12948-RN
Disclosed by: Chapter 7

What does this grade mean?

- A = No title curative issues
- B = Issues to pay or clear
- C = Liens to clear
- D = Title curative issues

REO transactions only:

- E = REO curative issues
- R = IRS curative issues

Issues to Pay or Clear at Closing

Issue	Description
n Junior Secured Lien(s)	The record reflects one or more unreleased Security Instruments. Payoff or Subordination may be necessary.

Prepared On

January 14, 2015

Order Number

610-1500120-60

Loan Number

Liens to Clear/Potential Failure of Title

Issue	Description
n Bankruptcy	The record reflects an open or recent Bankruptcy. Additional documentation may be required.

Property Address

10511 Eagan Drive
Whittier, CA 90604

Questions

For questions regarding this
Title Snapshot, please contact:

Mindy Beckham
(805)367-5628
TU60@title365.com

The Title Snapshot is intended for informational purposes only. It is not intended as a guaranty, affirmation, indemnification, or certification of any fact, insurance coverage or conclusion of law to any insured or party to a transaction. No liability for reliance thereon is inferred, implied or expressed.

TITLE 365

4195 East Thousand Oaks Boulevard, Suite 107, Westlake Village, CA 91362
Toll Free: (877)365-9365 | Direct: (805)367-5628 | Fax: (855)256-8226

PRELIMINARY REPORT

Caliber Escrow
20812 Ventura Blvd #102
Woodland Hills, CA 90604
Attn: Sebastian Amirian

Our Order: 610-1500120-60
Escrow Ref: 6985-SA
Listing Agent Ref: 10511 Eagan
When Replying Please Contact:
Title365 Company
4195 East Thousand Oaks Boulevard, Suite 107
Westlake Village, CA 91362
Attn: Mindy Beckham
(805)367-5628

Today's Date: January 14, 2015

Property Address: 10511 Eagan Drive, Whittier, CA 90604

In response to the application for a Policy of Title Insurance, Title365 Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein and/or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies of Title Insurance are set forth in Exhibit B attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit B. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Exhibit B of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the Policy or Policies of Title Insurance and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a Policy or Policies of Title Insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a Policy or Policies of Title Insurance, a Binder or Commitment should be requested.

Dated as of December 26, 2014, at 07:30AM.



Mindy Beckham
Title Officer/Title Manager
TU60@title365.com

The form of policy of title insurance contemplated by this report is:

ALTA Homeowner's Policy (1/1/08) ALTA Loan Policy 2006 with ALTA Endorsement-Form 1 Coverage Underwritten by:
First American Title Insurance Company

SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A Fee

Title to said estate or interest at the date hereof is vested in:

Evelyn G. Turingan, a married woman as her sole and separate property, subject to proceedings pending in the bankruptcy court where a petition for relief was filed:

Name of Debtor: Eliseo M Turingan and Evelyn De Guzman Turingan aka Evelyn Fernandez De Guzman

Date of Filing: February 17, 2014

U.S. District Court: Central District Of California (Los Angeles)

Case No: bk-12948-RN

Disclosed by: Chapter 7

The land hereinafter referred to is situated in the Area of Whittier, County of Los Angeles, State of CA, and is described as follows:

Lot 105 of Tract No. 28445, in the City of Whittier, County of Los Angeles, State of California, as per Map recorded in Book 710, Pages 35 to 37 inclusive of Maps, in the Office of the County Recorder of said county.

APN: 8151-028-053

SCHEDULE B

At the date hereof, Exceptions to coverage, in addition to the printed Exception and Exclusions contained in said policy form would be as follows:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2015 - 2016 which are a lien not yet payable.
2. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2014 - 2015:
1st Installment: \$2,628.93 Paid
Penalty: \$262.89
2nd Installment: \$2,628.92 Open
Penalty: \$272.89
Exemption: Not Set Out
Code Area: 03540
Assessment No. 8151-028-053
3. Assessments, if any, for community facility districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.
4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.
5. The matters set forth in a declaration of restrictions containing a reservation of an easement for utility and incidental purposes affecting the portion of said land and containing covenants, conditions and restrictions (Deleting therefrom any restrictions based on race, color or creed).
Recorded: in Book M1420 Page 160, Official Records
Easement Affects: The rear 6 feet of said land

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value

6. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted to: Southern California Edison Company, a corporation
Purpose: Public utilities
Recorded: in Book D2340 and Page 694, of Official Records.
Affects: The Northwesterly 6 feet of said land
7. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted to: General Telephone Company, a corporation
Purpose: Public utilities
Recorded: in Book D2337 and Page 212, of Official Records.
Affects: The Northwesterly 6 feet of said land
8. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$328,000.00
Dated: November 19, 2008
Trustor: Evelyn G. Turingan, a married woman as her sole and separate property
Trustee: Fidelity National Title Company
Beneficiary: Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Protofund Mortgage Corporation
Recorded: December 11, 2008 as Instrument Number 20082182117 of Official Records.
 - a. A Substitution of Trustee under said deed of trust which names as the substituted trustee, the following
Trustee: First American Loanstar Trustee Services
Recorded: July 20, 2009 as Instrument Number 20091089572, of official records.

- b. A Notice of Default under the terms of said deed of trust
Executed by: First American Loanstar Trustee Services
Recorded: July 20, 2009 as Instrument Number 20091089573 of Official Records.
- c. A Notice of Trustee's Sale recorded October 21, 2009 as Instrument Number 20091592182 of Official Records executed pursuant to the Deed of Trust recorded December 11, 2008 as Instrument Number 20082182117 of Official Records.
- d. By mesne assignments of record, the beneficial interest under said deed of trust was assigned to:
Assignee: Wells Fargo Bank, N.A.
Mailing Address: 1 Home Campus Des Moines, IA 50328
Loan No.: Not Set Out
Dated: May 6, 2013
Last Recorded Assignment: May 6, 2013 as Instrument Number 20130679924 of Official Records.
9. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$51,709.35
Dated: November 17, 2008
Trustor: Evelyn G. Turingan and Eliseo M. Turingan Jr., wife and husband as joint tenants
Trustee: Fidelity National Title, a California corporation
Beneficiary: Ernest R. Gamez
Recorded: December 29, 2008 as Instrument Number 20082266366 of Official Records.
- a. At the date of recording of the document, the parties thereto had no record interest in the land.
- b. This Company will require that the spouse of the vestee named below join in any conveyance or encumbrance before such transaction can be insured.
Vestee: Ernest R. Gamez
- c. A Substitution of Trustee under said deed of trust which names as the substituted trustee, the following
Trustee: Mildred E. Jones
Recorded: September 27, 2013 as Instrument Number 20131403779, of official records.
- d. A Notice of Default under the terms of said deed of trust
Executed by: Mildred E. Jones, substitute trustee
Recorded: October 15, 2013 as Instrument Number 20131475559 of Official Records.
- e. A Notice of Trustee's Sale recorded January 23, 2014 as Instrument Number 20140072272 of Official Records executed pursuant to the Deed of Trust recorded December 29, 2008 as Instrument Number 2008-2266366 of Official Records.
10. Any interest of the person(s) shown below, where possible interest is disclosed by their joinder in executing the document referenced below:
Parties: Eliseo M. Turingan Jr.
Document: Short Form Deed of Trust and Assignment of Rents
Recorded: December 29, 2008 at Instrument Number 20082266366 of Official Records.
11. In order to complete this report, this Company requires a Statement of Information to be completed by the following party(ies),

Party(ies): All Parties
- The Company reserves the right to add additional items or make further requirements after review of the requested Statement(s) of Information.

END OF SCHEDULE B

TITLE 365

4195 East Thousand Oaks Boulevard, Suite 107, Westlake Village, CA 91362
Toll Free: (877)365-9365 | Direct: (805)367-5628 | Fax: (855)256-8226

Attn:

Borrower: Robert Salamone

Lenders Supplemental Report

The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an American Land Title Association loan policy form as follows:

- A. This report is preparatory to this issuance of an American Land Title Association loan policy of title insurance . This report discloses nothing, which would preclude the issuance of said American Land Title Association loan policy of title insurance with endorsement No. 100 attached thereto.
- B. The improvements on said land are designated as:

Single Family (*Residential*)
10511 Eagan Drive, in the Area of Whittier, County of Los Angeles, State of California.
- C. Pursuant to information provided to Title365 Company as of the date hereinabove, the proposed insured loan amount is \$0.00 with the proposed insured lender being .
- D. The only conveyance(s) affecting said land recorded with 24 months of the date of this report are as follows:

NONE

TITLE 365

4195 East Thousand Oaks Boulevard, Suite 107, Westlake Village, CA 91362
Toll Free: (877)365-9365 | Direct: (805)367-5628 | Fax: (855)256-8226

Notes and Requirements Section

Note 1: On July 1, 1985, Assembly Bill 3132 became effective. Assembly Bill 3132 adds and repeals portions of Sections 480.3 and 480.4 of the Revenue and Taxation Code of the State of California.

The act requires the County Assessor and/or Recorder to make available a statutorily prescribed form entitled "Preliminary Change of Ownership Report". Said report must be completed by the buyer and filed concurrently with the recordation of the documents evidencing the change of ownership. Failure to present the Change of Ownership Report at the time of recordation will cause the County Recorder to charge an additional \$20.00 penalty recording fee. The fee cannot be charged if the transfer document is accompanied by the affidavit stating that the buyer/transferee is not a resident of the State of California. This report is for official use only and is not open to public inspection.

For further information, contact the Change of Ownership Section in the Assessor's Office located in the County of said property or the County Recorder's Office located in the County of said property.

Note 2: Attached are Privacy Policy Notices in compliance with the Gramm-Leach-Bliley Act (GLBA) effective July 1, 2001. Please review said Notices regarding personal information.

Note 3: The map attached hereto may or may not be a survey of the land depicted thereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. This company expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.

Note 4: The RESPA Rule to simplify and improve of obtaining mortgages and reduce consumer settlement cost includes a provision for average charges, allowing settlement service providers to establish an average recording fee. The average recording charge for all residential refinance transactions is \$93.00 and the average recording charge for all residential resale transactions with financing is \$89.00. The average charge is applied regardless of the number of documents recorded in the transaction, the number of pages in each document or the actual recording charges. If your transaction is not a residential loan or sale with a new loan, please contact your title provider for actual recording charges. These average recording charges are subject to change in the future without notice.

Note 5: Part of the RESPA Rule to simply and improve the process of obtaining mortgages and reduce consumer settlement costs requires the settlement agent to disclose the agent and underwriter split of title premiums, including endorsements as follows:

Line 1107 is used to record the amount of the total title insurance premium, including endorsements, that is retained by the title agent. Title365 Company retains 87% of the total premium and endorsements.

Line 1108 is used to record the amount of the total title insurance premium, including endorsements, that is retained by the title underwriter. First American Title Insurance Company retains 13% of the total premium and endorsements.

TITLE 365

4195 East Thousand Oaks Boulevard, Suite 107, Westlake Village, CA 91362
Toll Free: (877)365-9365 | Direct: (805)367-5628 | Fax: (855)256-8226

Notice Regarding Your Deposit of Funds

California Insurance Code Sections 12413 *et. Seq.* Regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow and sub-escrow accounts and be available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company via cashier's checks drawn on a California based bank may be disbursed the next business day after the day of deposit. If funds are deposited with by other methods, recording or disbursement may be delayed. All escrow and sub-escrow funds received by the Company will be deposited with other funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The Company and/or its parent company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and the Company shall have no obligation to account to the depositing party in any manner for the value of, or to pay such party, any benefit received by the Company and/or its parent Company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the Company and/or its parent company and earnings on investments made on the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow or sub-escrow. If funds are to be deposited with **Title365 Company** by wire transfer, they should be wired to the following bank/account:

Wiring Instructions for this Office

Wire To: City National Bank
1801 West Olympic Blvd.
Los Angeles, CA 90006-____
Attn: Wire Department

ABA/Routing No.: 122016066

Bank Account: 013638675

Amount: \$ _____

Reference Order No.: 610-1500120-60

Attention: Mindy Beckham

TITLE 365

4195 East Thousand Oaks Boulevard, Suite 107, Westlake Village, CA 91362
Toll Free: (877)365-9365 | Direct: (805)367-5628 | Fax: (855)256-8226

WIRE INSTRUCTIONS

For incoming wire transfers please use the following information for the transfer of funds to **Title365 Company - Ventura County Sub-Escrow Trust- VC**:

Wire To: City National Bank
1801 West Olympic Blvd.
Los Angeles, CA 90006-____
Attn: Wire Department

ABA/Routing No.: 122016066

Bank Account: 013638675

Amount: \$ _____

Reference Order No.: 610-1500120-60

Attention: Mindy Beckham

Do not hesitate to contact the undersigned should you or your financial institution have any questions with regards to the information provided above.

Sincerely,
Title365 Company



Mindy Beckham
Title Officer/Title Manager
TU60@title365.com
(805)367-5628

PRIVACY POLICY NOTICE

We are committed to safeguarding customer information;

When we request information from you or about you, it is for our own legitimate business purposes and not for the benefit of any unaffiliated party;

We use personal consumer information only for legitimate business purposes in a manner consistent with title insurance and escrow practices in compliance with applicable laws and regulations;

We will obey the laws governing the collection, use, and dissemination of personal data; and

We will endeavor to educate our employees on the responsible collection and use of personal information.

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act ("GLBA") generally requires a financial institution (which term includes title insurers, underwritten title companies and those providing real estate settlement services) to disclose to all its customers the privacy policies and practices with respect to information sharing of consumer nonpublic personal information with both affiliates and non-affiliated third parties. In compliance with GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Title365 Company This disclosure does not apply to business, commercial or agricultural transactions.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer-reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent, lender, surveyor or appraiser.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliated third parties as permitted by law. This includes, but is not limited to, financial service providers (e.g., banks, consumer finance lenders, securities and insurance companies, etc.), non-financial companies (e.g., settlement or fulfillment service providers, or title plant operated by a third party vendor).

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

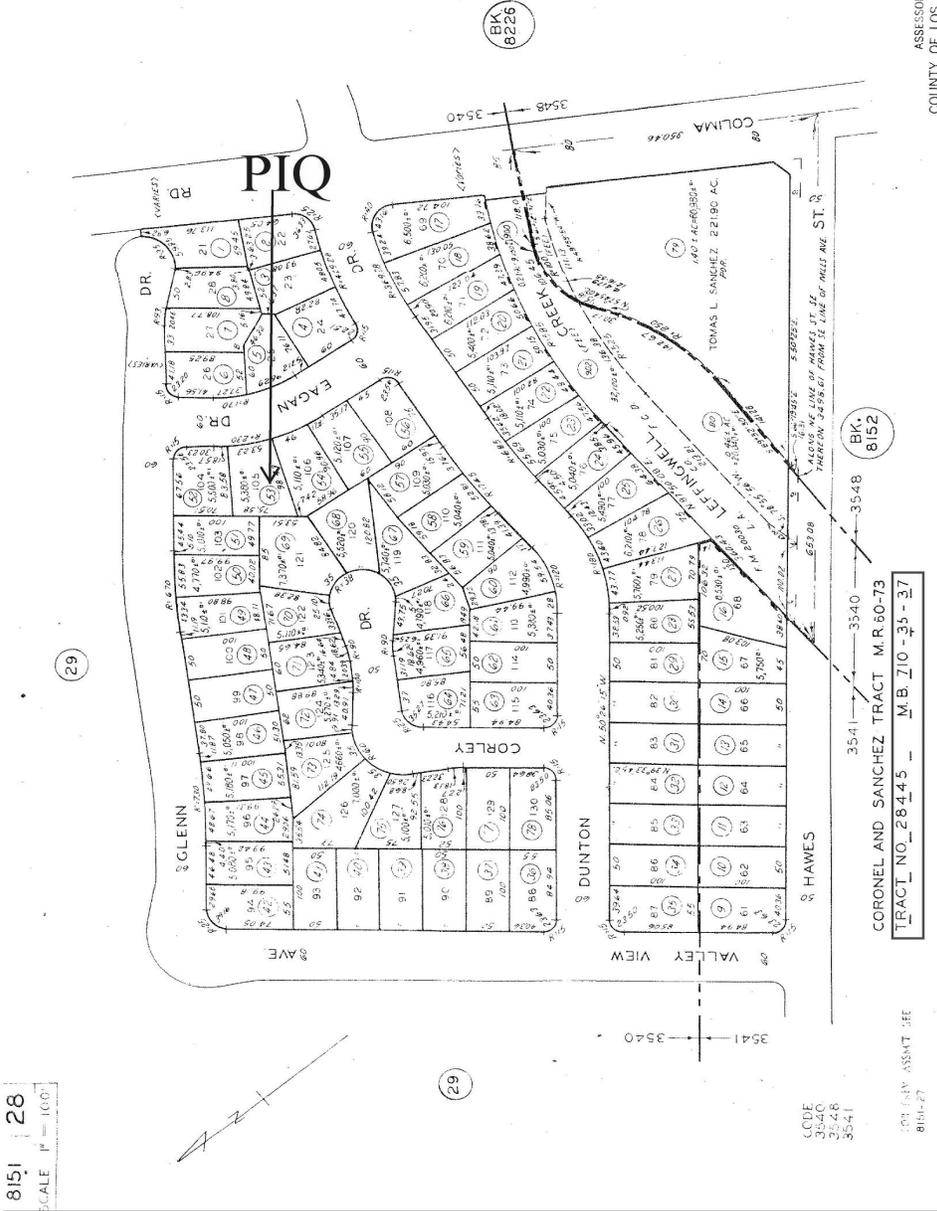
EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the Area of Whittier, County of Los Angeles, State of CA, and is described as follows:

Lot 105 of Tract No. 28445, in the City of Whittier, County of Los Angeles, State of California, as per Map recorded in Book 710, Pages 35 to 37 inclusive of Maps, in the Office of the County Recorder of said county.

APN: 8151-028-053

3/17/14 6:10:02 AM
 RUDOLPH
 81127-88



ASSESSOR'S MAP
 COUNTY OF LOS ANGELES, CALIF.

8151 28
 SCALE 1" = 100'

Public Record
 Order: 610500120 Doc: CALOSA:MASS 8151-00028 Page 1 of 1 Created By: Savant066 Printed: 1/13/2015 7:11:43 PM PST

This map is for your aid in locating the subject property with reference to streets and other parcels. While this map is believed to be correct, Title365 Company, and subsequent insurance companies, assume no liability for any loss occurred by reason of reliance thereon.

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- Defects, liens, encumbrances, adverse claims or other matters: (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning: a. building, b. zoning, c. Land use d. improvements on the Land, e. Land division, f. environmental protection. This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date. This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
- The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
- The right to take the Land by condemning it, unless: a. a notice of exercising the right appears in the Public Records at the Policy Date; or b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
- Risks: a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records; b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date; c. that result in no loss to You; or d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8, d, 22, 23, 24 or 25.
- Failure to pay value for Your Title.
- Lack of a right: a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b. in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
- The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500 (whichever is less)	\$10,000
Covered Risk 15:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 16:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 18:	1% of Policy Amount or \$2,500 (whichever is less)	\$5,000

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning: * land use * improvements on the land * land division * environmental protection. This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
- The right to take the land by condemning it, unless: *a notice of exercising the right appears in the public records *on the Policy Date *the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
- Title Risks: *that are created, allowed, or agreed to by you *that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records *that result in no loss to you *that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
- Failure to pay value for your title.
- Lack of a right: *to any land outside the area specifically described and referred to in Item 3 of Schedule A OR *in streets, alleys, or waterways that touch your land. This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

ALTA LOAN POLICY (10-17-92) WITH ALTA ENDORSEMENT-FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- Defects, liens, encumbrances, adverse claims or other matters:(a)created, suffered, assumed or agreed to by the insured claimant; (b)not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy);or(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
- Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
- Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
- Any claim, which arises out of the transaction creating the interest of the mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on: (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:(a)to timely record the instrument of transfer; or(b) of such recrdator to impart notice to a purchaser for value or a judgement or lien creditor. The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to: (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (IV) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters: (a) created, suffered, assumed, or agreed to by the Insured Claimant; (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;(c) resulting in no loss or damage to the Insured Claimant; (d) attaching or create

subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is: (a) a fraudulent conveyance or fraudulent transfer, or (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records.
- This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b). The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA OWNER'S POLICY (10-17-92) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on: (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure: (a) to timely record the instrument of transfer; or (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor. The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 7 or 8.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 9 or 10.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed, or agreed to by the Insured Claimant; (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant; (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is (a) a fraudulent conveyance or fraudulent transfer; or (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered, assumed or agreed to by the Insured Claimant; (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant; (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are known to the Insured at: (a) The time of the advance; or (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

For large print please view at www.title365.com under menu option Resources.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Barney & Barney LLC CA Insurance Lic: 0C03950 101 Enterprise, Suite 330 Aliso Viejo, CA 92656 949-900-1780	CONTACT NAME:	Silvia Vela		
		PHONE (A/C, No, Ext):	(949) 544-8481	FAX (A/C, No): (858) 909-9768	
		E-MAIL ADDRESS:	silviav@barneyandbarney.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Starr Surplus Lines Insurance Company		13604	
INSURED	Experience1, Inc., Title365 Company 5000 Birch St. Ste 300 Newport Beach, CA 92660	INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			
		Client #			

COVERAGES CERTIFICATE NUMBER: MST NUMBER: REVISION NUMBER:
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Title Agent/Escrow Agent-Claims-Made Professional Liability/Errors & Omissions			SLSLPRO26233514	10/03/2014	10/03/2015	\$3M Per Claim/\$3M Aggregate \$250K Retention All States except FL /\$10K Retention FL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: General Service Agreement- Professional Liability/Errors & Omissions for Title Company. See attached for Title Company insured locations
 ***NOTE**This is not evidence of insurance for the Borrower's property or HOA, this certificate evidences Title Company's E&O coverage as described above.

CERTIFICATE HOLDER Title365 Company 5000 Birch St. Ste 300 Newport Beach CA 92660	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Silvia Vela</i>
---	--

EXHIBIT "1"

Insured: Experience1, Inc.

Master # 29640

Cert #

Attachment Page

NAMED INSURED:

Experience 1
Title365 Company
Title365, Inc.
Advantage Title, Inc. DBA Advantage Title Agency
Advantage Title, Inc.
XI Exchange, Inc.
XI Labs
X1 Analytics, Inc.
Title365 Company; DBA: Title365
Title365 Company; DBA: Title365 Agency
Trusted Signing, Inc.

LOCATIONS:

5000 Birch St., Ste. 300 & 330, Newport, CA 92660
5000 Birch St., Ste. 150, Newport, CA 92660
2111 Palomar Airport Rd., Ste.130, Carlsbad, CA 92011
801 N. Brand Blvd., #320, Glendale, CA 91203
801 N. Brand Blvd., #240, Glendale, CA 91203
78100 Main St., #209, La Quinta, CA 92253
7095 Indiana Ave., Ste. 120, Riverside, CA 92506
Rio Vista Tower, 8880 Rio San Diego Dr., #102, San Diego, CA 92108
Rio Vista Tower, 8880 Rio San Diego Dr., #950, San Diego, CA 92108
29995 Technology Drive, Ste. 305, Murrieta, CA 92590
4195 E. Thousand Oaks Blvd., #107, Westlake Village, CA 91362
850 Trafalgar Court, Ste. 105, Maitland, FL 32751
2901 N. Dallas Parkway, Ste. 130, Plano, TX 75093
115 Wild Basin Road, Austin, TX 78746
181 Sierra Manor Road, #4, Mammoth Lakes, CA 93546
5343 N 16th Street, #100, Phoenix, AZ 85016
4500 S. Lakeshore Dr., #650, Tempe, AZ 85282
3303 E. Baseline Road, Ste. 106, Gilbert, AZ 85234
375 E. Main Street, Ventura, CA 93001
5101 Broadway, San Antonio, TX 78209
7121 W. Bell Rd, Ste. 100, Glendale, AZ 85308
7200 N. Mopac, Ste. 170, Austin, TX 78731
400 Rouser Rd, Coraopolis, PA 15108
8800 E Chaparral Rd., Ste. 100, Scottsdale, AZ 85250
8812 Coleman Blvd., Frisco, TX 75034
24361 El Toro Rd., Ste. 275, Laguna Woods, CA 92637
1900 16th Street, Ste. 950, Denver, CO 80202
1000 Town Center Drive, Ste. 300, Oxnard, CA 93036

Main Document Page 43 of 69
Statement of Information (Confidential)

Note: This form is needed in order to eliminate judgments and liens against people with similar names

The street address of the property in this transaction is: (if none, leave blank)

Address _____ City _____

Occupied by: Owner Tenants Lessee Single Residence Multiple Residence Commercial Vacant Land

Any construction/improvements in last 6 months? Yes No Is any portion of new loan to be used for improvements? Yes No

If yes, state nature of work done or contemplated _____

Party 1

Party 2

First Middle Last

First Middle Last

Former last name(s), if any _____

Former last name(s), if any _____

Birthplace Birth Date

Birthplace Birth Date

Social Security No. Driver's License No.

Social Security No. Driver's License No.

I am single am married Have a domestic partner

I am single am married Have a domestic partner

Name of current spouse or domestic partner (if other than Party 2)

Name of current spouse or domestic partner (if other than Party 1)

Name of former spouse/domestic partner (if none, write "none")

Name of former spouse/domestic partner (if none, write "none")

Marriage or Domestic Partnership Between Parties 1 and 2

Are Parties 1 & 2: Married? Domestic Partners? Date of Marriage/Domestic Partnership:

Party 1 - Occupations for Last 10 Years

Present Occupation Firm Name Address No. of Years

Prior Occupation Firm Name Address No. of Years

Party 1 - Residences for Last 10 Years

Number and Street City and State From To

Party 2 - Occupations for Last 10 Years

Present Occupation Firm Name Address No. of Years

Prior Occupation Firm Name Address No. of Years

Party 2 - Residences for Last 10 Years

Number and Street City and State From To

Have any of the above parties owned or operated a business? Yes No If so, please list names

I have never been adjudged, bankrupt nor are there any unsatisfied judgments or other matters pending against me which might affect my title to this property, except as follows:

The undersigned declare under penalty of perjury that the above information is true and correct. (all parties must sign)

Date Signature

Signature

Home Phone Work Phone

Home Phone Work Phone

Email Address

Email Address

BOE-502-A (P1) REV. 12 (05-13)

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFeree
(Make necessary corrections to the printed name and mailing address)

Robert Salamone
10511 Eagan Drive
Whittier, CA 90604

ASSESSOR'S PARCEL NUMBER
8151-028-053
SELLER/TRANSFEROR
Evelyn G Turingan
BUYER'S DAYTIME TELEPHONE NUMBER
()
BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

10511 Eagan Drive, Whittier, CA 90604

MAIL PROPERTY TAX INFORMATION TO (NAME)

Robert Salamone

ADDRESS	CITY	STATE	ZIP CODE
10511 Eagan Drive	Whittier	CA	90604

YES	NO	This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.	MO	DAY	YEAR
<input type="checkbox"/>	<input type="checkbox"/>				

PART 1. TRANSFER INFORMATION Please complete all statements.

This section contains possible exclusions from reassessment for certain types of transfers.

- YES NO
- A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.).
 - B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.).
 - *C. This is a transfer: between parent(s) and child(ren) from grandparent(s) to grandchild(ren).
 - *D. This transfer is the result of a cotenant's death. Date of death _____
 - *E. This transaction is to replace a principal residence by a person 55 years of age or older.
Within the same county? YES NO
 - *F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? YES NO
 - G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage).
If YES, please explain: _____
 - H. The recorded document creates, terminates, or reconveys a lender's interest in the property.
 - I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain: _____
 - J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
 - K. This is a transfer of property:
 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of the transferor, and/or the transferor's spouse registered domestic partner.
 2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.
 3. to/from an irrevocable trust for the benefit of the creator/grantor/trustor and/or grantor's/trustor's spouse grantor's/trustor's registered domestic partner.
 - L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
 - M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
 - N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
 - *O. This transfer is to the first purchaser of a new building containing an active solar energy system.

* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

BOE-502-A (P2) REV. 12 (05-13)

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

- A. Date of transfer, if other than recording date: _____
- B. Type of transfer:
 Purchase Foreclosure Gift Trade or exchange Merger, stock, or partnership acquisition (Form BOE-100-B)
 Contract of sale. Date of contract: _____ Inheritance. Date of death: _____
 Sale/leaseback Creation of a lease Assignment of a lease Termination of a lease. Date lease began: _____
 Original term in years (including written options): _____ Remaining term in years (including written options): _____
 Other. Please explain: _____
- C. Only a partial interest in the property was transferred. YES NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

- A. Total purchase price. \$ _____
- B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ _____
- C. First deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
 FHA (____ Discount Points) Cal-Vet VA (____ Discount Points) Fixed rate Variable rate
 Bank/Savings & Loan/Credit Union Loan carried by seller
 Balloon payment \$ _____ Due date: _____
- D. Second deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
 Fixed rate Variable rate Bank/Savings & Loan/Credit Union Loan carried by seller
 Balloon payment \$ _____ Due date: _____
- E. Was an Improvement Bond or other public financing assumed by the buyer? YES NO Outstanding balance \$ _____
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____
- G. The property was purchased: Through real estate broker. Broker name: _____ Phone number: (____) _____
 Direct from seller From a family member-Relationship _____
 Other. Please explain: _____
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

- A. Type of property transferred
 Single-family residence Co-op/Own-your-own Manufactured home
 Multiple-family residence. Number of units: _____ Condominium Unimproved lot
 Other. Description: (i.e., timber, mineral, water rights, etc.) Timeshare Commercial/Industrial

- B. YES NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.
 If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____
- C. YES NO A manufactured home is included in the purchase price.
 If YES, enter the value attributed to the manufactured home: \$ _____
 YES NO The manufactured home is subject to local property tax. If NO, enter decal number: _____
- D. YES NO The property produces rental or other income.
 If YES, the income is from: Lease/rent Contract Mineral rights Other: _____
- E. The condition of the property at the time of sale was: Good Average Fair Poor
 Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER ▶	DATE	TELEPHONE ()
NAME OF BUYER/TRANSFeree/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	E-MAIL ADDRESS

The Assessor's office may contact you for additional information regarding this transaction.

EXHIBIT "2"

PURCHASE AGREEMENT



CALIFORNIA ASSOCIATION OF REALTORS®

SELLER COUNTER OFFER No. 1
May not be used as a multiple counter offer.
(C.A.R. Form SCO, 11/14)

Date January 9, 2015

This is a counter offer to the: [X] California Residential Purchase Agreement, Buyer Counter Offer No. , or [] Other ("Offer"), dated November 18, 2014 , on property known as 10511 Eagan Drive, Whittier, ("Property"), between Robert Salamone ("Buyer") and W. Avery, Chapter 7, Trustee ("Seller").

- 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer or an addendum.
B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer.
C. OTHER TERMS: Price: \$410,000

Close of escrow to be 30 days or sooner after court confirmation

Listing Broker: Neiman Realty

Deposit to be \$12,300

4B, (1-2) Buyer, 4C, 1. Each pays own, Escrow to be Seller's Choice, Title Company to Seller's choice

Omit: 26

Need signature for Janalyn Harnach

D. The following attached addenda are incorporated into this Seller Counter offer: [X] Addendum No. #1

- 2. EXPIRATION: This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:
A. Unless by 5:00pm on the third Day After the date it is signed in paragraph 3 (if more than one signature then, the last signature date)(or by AM PM on (date)) (i) it is signed in paragraph 4 by Buyer and (ii) a copy of the signed Seller Counter Offer is personally received by Seller or , who is authorized to receive it.
OR B. If Seller withdraws it in writing (CAR Form WOO) anytime prior to Acceptance.

3. OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.
Seller W. Avery, Chapter 7, Trustee Date 1/9/15
Seller Date

4. ACCEPTANCE: I/WE accept the above Seller Counter Offer (If checked [] SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy.
Buyer Robert Salamone Date 1.12.15 Time AM/ PM
Buyer Date Time AM/ PM

CONFIRMATION OF ACCEPTANCE:

(/) (Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Seller, or Seller's authorized agent as specified in paragraph 2A on (date) at AM/ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Seller or Seller's authorized agent whether or not confirmed in this document.

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Reviewed by Date



SCO 11/14 (PAGE 1 OF 1)

SELLER COUNTER OFFER (SCO PAGE 1 OF 1)

EXHIBIT "2"

Addendum #1
Additional Terms to Escrow Instructions

These terms supplement amend and supercede the terms of the foregoing Escrow Instructions between Wesley H. Avery, as Chapter 7 Trustee, for the Estate of Eliseo and Evelyn Turingan and ("Seller") and Robert Salamone ("Buyer") as follows:

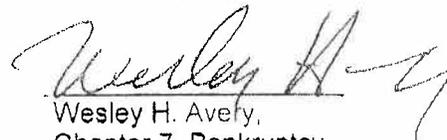
1. The Seller of the Real Property located at 10511 Eagan Drive, Whittier, CA 90604 (hereinafter the "Real Property") is Wesley H. Avery, as the Chapter 7 Bankruptcy Trustee for the estate of Eliseo and Evelyn Turingan, Case No. 2:14-bk-12948-RN and not Wesley H. jAvery as an individual.
2. To the degree that the Escrow Instructions conflict with this Addendum, this Addendum controls and the Escrow Instructions are not binding and are superceded.
3. To the degree that the Escrow Instructions contain disclosure or warranty/provisions, the undersigned is the Chapter 7 Bankruptcy Trustee and there will be no warranties or disclosures made concerning the Real Property.
4. Because the sale of the Real Property is a bankruptcy sale, any such sale shall be "as-is" and without any warranties (whatsoever), and any transfer shall be by Bankruptcy Trustee's Deed or Quitclaim Deed at the seller's option.
5. The Buyer and Escrow are aware that any and all sales of the Real Property are subject to Bankruptcy Court approval, are subject to overbid at the time of the court hearing for approval of the sale, and that any Bankruptcy Court Order Approving sale of the Real Property is subject to a fourteen (14) day waiting period after entry for escrow of close.
6. Any and all disputes in connection with the Escrow Instructions and/or this Addendum are subject to the exclusive jurisdiction and venue of the United States Bankruptcy Court, Case No. 2:14-bk-12948-RN, in Los Angeles, California.
7. No fees shall be paid and no costs shall be reimbursed unless and until ordered by the Bankruptcy Court under 11 U.S.C. Section 330 and /or 331. Any and all such fees and costs shall be the sole and exclusive liability of and claim against the Bankruptcy Estate, and the Trustee, Wesley H. Avery, shall not have any personal liability on any account.
8. To the extent that liens, claims or co-owners, or other encumbrances against the property, if any, make the sale infeasible or unprofitable to the Bankruptcy Estate, the Seller may at his option terminate this Agreement and cancel any proposed sale under this Agreement. In such case, the Buyer and Escrow agree to fully and completely release Seller/Trustee from any and all obligations under this Agreement. In addition, any escrow shall be cancelled.

9. The Escrow Instructions and this Addendum shall automatically terminate in the event that the Real Property, for any reason, is not sold to the Buyer for any reason, including, but no limited to, the Real Property is no longer part of the Bankruptcy Estate and subject to the Trustee's administration, or that the Buyer's offer to purchase the Real Property is overbid at the time of the Bankruptcy court hearing, and in that event then one Buyer and Escrow agree to fully and completely release Seller/Trustee from any and all obligations under the Escrow Instructions and this Addendum. Further, any Escrow shall be cancelled.
10. In the event Sale is not consummated, Buyers exclusive remedy shall be the return of the Deposit Money in escrow.

Dated: _____

1/9/15

Seller



Wesley H. Avey,
Chapter 7, Bankruptcy
Trustee

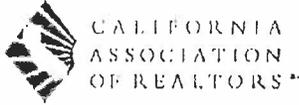
Buyer

Dated: _____

1.12.14



Robert Salamone



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

For Use With Single Family Residential Property — Attached or Detached (C.A.R. Form RPA-CA, Revised 4/13)

Date November 18, 2014

1. OFFER:
 - A. THIS IS AN OFFER FROM Robert Salamone ("Buyer")
 - B. THE REAL PROPERTY TO BE ACQUIRED is described as 10511 Egan Dr., Whittier, Ca 90604, Assessor's Parcel No. _____, situated in Whittier, County of Los Angeles, California, ("Property").
 - C. THE PURCHASE PRICE offered is Three Hundred Ninety-Five Thousand Dollars \$ 395,000.00 (date) (or 20 Days After Acceptance).
 - D. CLOSE OF ESCROW shall occur on _____ (date) (or 20 Days After Acceptance).
2. AGENCY:
 - A. DISCLOSURE: Buyer and Seller each acknowledge prior receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
 - B. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties of interest to this Buyer.
 - C. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:

Listing Agent _____ (Print Firm Name) is the agent of (check one): the Seller exclusively; or both the Buyer and Seller.

Selling Agent Re/Max Classic Real Estate (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.
 - A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 10,000.00

(1) Buyer shall deliver deposit directly to Escrow Holder by personal check, electronic funds transfer, other _____ within 3 business days after acceptance (or Other _____).

OR (2) (if checked) Buyer has given the deposit by personal check (or _____) to the agent submitting the offer (or to _____), made payable to _____ The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder (or into Broker's trust account) within 3 business days after Acceptance (or Other _____).
 - B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ _____ within _____ Days After Acceptance, or _____ If a liquidated damages clause is incorporated into this Agreement, Buyer and Seller shall sign a separate liquidated damages clause (C.A.R. Form RID) for any increased deposit at the time it is delivered.
 - C. LOAN(S):
 - (1) FIRST LOAN: in the amount of \$ _____ N/A This loan will be conventional financing or, if checked, FHA, VA, Seller (C.A.R. Form SFA), assumed financing (C.A.R. Form PAA), Other _____. This loan shall be at a fixed rate not to exceed _____ % or, an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.
 - (2) SECOND LOAN: in the amount of \$ _____ N/A This loan will be conventional financing or, if checked, Seller (C.A.R. Form SFA), assumed financing (C.A.R. Form PAA), Other _____. This loan shall be at a fixed rate not to exceed _____ % or, an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.
 - (3) FHA/VA: For any FHA or VA loan specified above, Buyer has 17 (or _____) Days After Acceptance to deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless otherwise agreed in writing.
 - D. ADDITIONAL FINANCING TERMS: All Cash Offer
 - E. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 385,000.00 to be deposited with Escrow Holder within sufficient time to close escrow
 - F. PURCHASE PRICE (TOTAL): \$ 395,000.00

Buyer's Initials (RS) (_____)

Seller's Initials (MS) (_____)



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Reviewed by _____ Date _____

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 1 OF 8)

Agent: Janalyn Hornach Phone: 562-947-2867 Fax: 562-947-9570 Prepared using zipForm® software
Broker: ReMax Classic, 16131 Whittier Blvd, Suite #100 Whittier, CA 90603

10511 Eagan Dr.
Property Address: Whittier, Ca 90604

Date: November 18, 2014

- G. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 3H(1) shall, within 7 (or _____) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (If checked, verification attached.)
- H. LOAN TERMS:
- (1) LOAN APPLICATIONS: Within 7 (or _____) Days After Acceptance, Buyer shall Deliver to Seller a letter from 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 3C above. (If checked, letter attached.)
- (2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. Buyer's contractual obligations to obtain and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement.
- (3) LOAN CONTINGENCY REMOVAL:
- (i) Within 17 (or _____) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing remove the loan contingency or cancel this Agreement;
- OR (ii) (if checked) the loan contingency shall remain in effect until the designated loans are funded.
- (4) NO LOAN CONTINGENCY (If checked): Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or, if checked, is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the specified purchase price. If there is a loan contingency, Buyer's removal of the loan contingency shall be deemed removal of this appraisal contingency (or, if checked, Buyer shall, as specified in paragraph 14B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance). If there is no loan contingency, Buyer shall, as specified in paragraph 14B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance.
- J. ALL CASH OFFER (If checked): Buyer shall, within 7 (or _____) Days After Acceptance, Deliver to Seller written verification of sufficient funds to close this transaction. (If checked, verification attached.)
- K. BUYER STATED FINANCING: Seller has relied on Buyer's representation of the type of financing specified (including but not limited to, as applicable, amount of down payment, contingent or non contingent loan, or all cash). If Buyer seeks alternate financing, (i) Seller has no obligation to cooperate with Buyer's efforts to obtain such financing, and (ii) Buyer shall also pursue the financing method specified in this Agreement. Buyer's failure to secure alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
4. ALLOCATION OF COSTS (If checked): Unless otherwise specified here, in writing, this paragraph only determines who is to pay for the inspection, test or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.
- A. INSPECTIONS AND REPORTS:
- (1) Buyer Seller shall pay for an inspection and report for wood destroying pests and organisms ("Wood Pest Report") prepared by a registered structural pest control company
- (2) Buyer Seller shall pay to have septic or private sewage disposal systems inspected
- (3) Buyer Seller shall pay to have domestic wells tested for water potability and productivity
- (4) Buyer Seller shall pay for a natural hazard zone disclosure report prepared by _____
- (5) Buyer Seller shall pay for the following inspection or report _____
- (6) Buyer Seller shall pay for the following inspection or report _____
- B. GOVERNMENT REQUIREMENTS AND RETROFIT:
- (1) 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 written statement(s) of compliance in accordance with state and local Law, unless exempt.
- (2) 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. _____
- C. ESCROW AND TITLE:
- (1) Buyer Seller shall pay escrow fee _____
Escrow Holder shall be Moneyline Escrow
- (2) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 12E _____
Owner's title policy to be issued by _____
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)
- D. OTHER COSTS:
- (1) Buyer Seller shall pay County transfer tax or fee _____
- (2) Buyer Seller shall pay City transfer tax or fee _____
- (3) Buyer Seller shall pay Homeowner's Association ("HOA") transfer fee _____
- (4) Buyer Seller shall pay HOA document preparation fees _____
- (5) Buyer Seller shall pay for any private transfer fee _____
- (6) Buyer Seller shall pay the cost, not to exceed \$ _____, of a one-year home warranty plan, issued by _____, with the following optional coverages _____
 Air Conditioner Pool/Spa Code and Permit upgrade Other: _____
- Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.
- (7) Buyer Seller shall pay for _____
- (8) Buyer Seller shall pay for _____

Buyer's Initials () (_____)

Seller's Initials () (_____)

Reviewed by _____ Date _____



10511 Eagan Dr.

Property Address: Whittier, Ca 90604

Date: November 18, 2014

5. CLOSING AND POSSESSION:

- A. Buyer Intends (or [X] does not intend) to occupy the Property as Buyer's primary residence.
B. Seller-occupied or vacant property: Possession shall be delivered to Buyer at 5 PM or ([] AM [] PM) on the date of Close Of Escrow; [] on [] ; or [] no later than [] Days After Close Of Escrow.
C. Tenant-occupied property: (I) Property shall be vacant at least 5 (or []) Days Prior to Close Of Escrow, unless otherwise agreed in writing.
OR (II) (if checked) [] Tenant to remain in possession.
D. At Close Of Escrow, (I) Seller assigns to Buyer any assignable warranty rights for items included in the sale, and (II) Seller shall Deliver to Buyer available Copies of warranties.
E. 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.

6. STATUTORY DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer, if required by Law: (I) Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (II) disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures").
(2) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory and Lead Disclosures to Seller.
(3) 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 provide a subsequent or amended disclosure or notice, in writing, covering those items.
(4) If any disclosure or notice specified in 6A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After Delivery in person, or 5 Days After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.
(5) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.
B. NATURAL AND ENVIRONMENTAL HAZARDS: Within the time specified in paragraph 14A, Seller shall, if required by Law: (I) Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet, (II) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (III) disclose any other zone as required by Law and provide any other information required for those zones.
C. WITHHOLDING TAXES: Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or OS).
D. MEGAN'S LAW DATABASE DISCLOSURE: Notice Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov.
E. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.phmsa.dot.gov/.

7. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

- A. SELLER HAS: 7 (or []) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or SSD)
B. If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or []) Days After Acceptance to request from the HOA (C.A.R. Form HOA) (i) Copies of any documents required by Law; (II) disclosure of any pending or anticipated claim or 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; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures").

8. ITEMS INCLUDED IN AND EXCLUDED FROM PURCHASE PRICE:

- A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the M.S. flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 8B or C.
B. ITEMS INCLUDED IN SALE:
(1) All EXISTING fixtures and fittings that are attached to the Property;
(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, garage door openers/remotes controls, mailbox, in-ground landscaping, trees/shrubs, water softeners, water purifiers, security systems/alarms: (II) clock(s) [] stove(s), [] refrigerator(s);

Buyer's Initials ([Signature]) ([])

Seller's Initials ([Signature]) ([])

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Reviewed by [Signature] Date []



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 3 OF 8)

11422 Mollykool

10511 Eagan Dr.

Property Address: Whittier, Ca 90604

Date: November 18, 2014

- (3) The following additional items:
 (4) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
 (5) All items included shall be transferred free of liens and without Seller warranty.
- C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, audio and video components (such as flat screen TVs and speakers) are excluded. If any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component is attached to the Property; and
9. **CONDITION OF PROPERTY:** Unless otherwise agreed, (i) the Property is sold (a) in its PRESENT physical ("as-is") condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (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.
- A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to inspect the Property and, as specified in paragraph 14B, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller 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 permits issued.
10. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete copies of all investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's investigations and through the date possession is made available to Buyer.
- D. Buyer indemnify and Seller protection for entry upon 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 at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Nonresponsibility" (C.A.R. Form NNF) 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.
11. **SELLER DISCLOSURES; ADDENDA; ADVISORIES; OTHER TERMS:**
- A. **Seller Disclosures (If checked):** Seller shall, within the time specified in paragraph 14A, complete and provide Buyer with a:
 Seller Property Questionnaire (C.A.R. Form SPO) OR Supplemental Contractual and Statutory Disclosure (C.A.R. Form SSD)
- B. **Addenda (If checked):**
 Addendum # (C.A.R. Form ADM)
 Wood Destroying Pest Inspection and Allocation of Cost Addendum (C.A.R. Form WPA)
 Purchase Agreement Addendum (C.A.R. Form PAA)
 Septic, Well and Property Monument Addendum (C.A.R. Form SWPM)
 Short Sale Addendum (C.A.R. Form SSA)
 Other
- C. **Advisories (If checked):**
 Buyer's Inspection Advisory (C.A.R. Form BIA)
 Probate Advisory (C.A.R. Form PAK)
 Statwide Buyer and Seller Advisory (C.A.R. Form SBSA)
 Trust Advisory (C.A.R. Form TA)
 REO Advisory (C.A.R. Form REO)
- D. **Other Terms:**
12. **TITLE AND VESTING:**
- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report, which shall include a search of the General Index. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information. 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. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B.
- 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: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a CLTA/ALTA Homeowner's Policy of Title Insurance. 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 pay any increase in cost.

Buyer's Initials () ()

Seller's Initials () ()



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Reviewed by: _____ Date: _____

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 4 OF 8)

11422 Mollykroll

10511 Egan Dr.

Property Address: Whittier, Ca 90604

Date: November 18, 2014

13. SALE OF BUYER'S PROPERTY:

- A. This Agreement is NOT contingent upon the sale of any property owned by Buyer;
- OR B. (If checked): The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.

14. 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 (C.A.R. Form CR or CC).

A. SELLER HAS: 7 (or _____) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 4, 6A, B and C, 7A, 9A, 11A and B, and 12A. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) if Seller has not Delivered the items within the time specified.

B. (1) BUYER HAS: 17 (or _____) Days After Acceptance, unless otherwise agreed in writing, to:

- (i) complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and
- (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures Delivered by Seller in accordance with paragraph 6A.
- (2) Within the time specified in 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.
- (3) By the end of the time specified in 14B(1) (or as otherwise specified in this Agreement), Buyer shall, Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in 14A, then Buyer has 5 (or _____) Days After Delivery of any such items, or the time specified in 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
- (4) Continuation of Contingency: Even after the end of the time specified in 14B(1) and before Seller cancels, if at all, pursuant to 14C, Buyer retains the right to either (i) in writing 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 14C(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 (C.A.R. Form NBP) may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit.
- (2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first Delivering to Buyer a NBP may cancel this Agreement for any of the following reasons: (i) if Buyer fails to deposit funds as required by 3A or 3B; (ii) if the funds deposited pursuant to 3A or 3B are not good when deposited; (iii) if Buyer fails to Deliver a notice of FHA or VA costs or terms as required by 3C(3) (C.A.R. Form FVA); (iv) if Buyer fails to Deliver a letter as required by 3H; (v) if Buyer fails to Deliver verification as required by 3G or 3J; (vi) if Seller reasonably disapproves of the verification provided by 3G or 3J; (vii) if Buyer fails to return Statutory and Lead Disclosures as required by paragraph 6A(2); or (viii) if Buyer fails to sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 25. In such event, Seller shall authorize return of Buyer's deposit.
- (3) Notice to Buyer to Perform: The NBP shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 2 (or _____) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 14C(2).

D. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, 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 repairs or corrections pertaining to that contingency or cancellation right, or for inability to obtain financing.

E. CLOSE OF ESCROW: Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first Deliver to the other a demand to close escrow (C.A.R. Form DCE).

F. 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, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual Signed release Instructions from Buyer and Seller, judicial decision or arbitration award. A Buyer or Seller may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

15. REPAIRS: Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. 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. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain 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 receipts and statements to Buyer prior to final verification of condition.

16. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final inspection of the Property within 5 (or _____) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 9; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

Buyer's Initials () (_____)

Seller's Initials () (_____)

Reviewed by _____ Date _____



10511 Eagan Dr.

Property Address: Whittier, Ca 90604

Date: November 18, 2014

- 18. SELECTION OF SERVICE PROVIDERS: Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 19. MULTIPLE LISTING SERVICE ("MLS"): Brokers are authorized to report to the MLS a pending sale 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.
- 20. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination laws.
- 21. ATTORNEY FEES: 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 26A.
- 22. DEFINITIONS: As used in this Agreement:
 - A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "C.A.R. Form" means the specific form referenced or another comparable form agreed to by the parties.
 - C. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
 - D. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - E. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - F. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59PM on the final day.
 - G. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - H. "Deliver", "Delivered" or "Delivery", means and shall be effective upon (i) personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in paragraph D of the section titled Real Estate Brokers on page 8, regardless of the method used (i.e. messenger, mail, email, fax, other); OR (ii) if checked, per the attached addendum (C.A.R. Form RDN).
 - I. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. 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.
 - J. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - K. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - L. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- 23. BROKER COMPENSATION: Seller or Buyer, or both, as applicable, agrees 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.
- 24. 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: 1, 3, 4, 6C, 11B and D, 12, 13B, 14F, 17, 22, 23, 24, 28, 30 and paragraph D of the section titled Real Estate Brokers on page 8. If a Copy of the separate compensation agreement(s) provided for in paragraph 23, or paragraph D of the section titled Real Estate Brokers on page 8 is deposited with Escrow Holder by Broker, 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. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. 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 will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
 - B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or _____) Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. 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.
 - C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 23 and paragraph D of the section titled Real Estate Brokers on page 8. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 23, respectively, 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. Escrow Holder shall immediately notify Brokers: (I) if Buyer's initial or any additional deposit 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.
 - D. 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 2 business days after mutual execution of the amendment.

Buyer's Initials (MB) (_____)

Seller's Initials (HS) (_____)



RPA-CA REVISED 4/13 (PAGE 5 OF 8)

Reviewed by _____ Date _____

10511 Eagan Dr.
Property Address: Whittier, Ca 90604

Date: November 18, 2014

25. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT TIME OF THE INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION FOR ANY INCREASED DEPOSIT (C.A.R. FORM RID).

Buyer's Initials / Seller's Initials

26. DISPUTE RESOLUTION:

A. MEDIATION: Buyer and Seller 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. Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 26C.

B. ARBITRATION OF DISPUTES:

Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 26C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials / Seller's Initials

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

(1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver nor violation of the mediation and arbitration provisions.

(2) BROKERS: Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

27. TERMS AND CONDITIONS OF OFFER:

This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is 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. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above 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.

28. 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 specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.

Buyer's Initials () ()

Seller's Initials () ()

Reviewed by _____ Date _____



10511 Eagan Dr.
 Property Address: Whittier, Ca 90604 Date: November 18, 2014

29. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by authorized to receive it, by 5:00 PM on the third day after the offer is signed by Buyer (or, if checked, AM PM, on _____ (date)).

Date 11/18/2014 BUYER [Signature] BUYER _____
 (Print name) Robert Salamone (Print name) _____
 (Address) _____

30. 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, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form CO) DATED: _____
 Date _____ Date _____
 SELLER [Signature] SELLER _____
 (Print name) _____ (Print name) _____
 (Address) _____

(_____/_____) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____ AM PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; It is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
 B. Agency relationships are confirmed as stated in paragraph 2.
 C. If specified in paragraph 3A, Agent who submitted the offer for Buyer acknowledges receipt of deposit.
 D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agree to accept, out of Listing Broker's proceeds in escrow: (I) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (II) (If checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) Re/Max Classic Real Estate BRE Lic. # 01085506
 By Janalyn Harbach BRE # 01085506 Date 11/18/2014
 Address 16131 E. Whittier Blvd City Whittier State CA Zip 90603
 Telephone (562) 247-2067 Fax (562) 942-2578 Email janalyn121@aol.com

Real Estate Broker (Listing Firm) RE/MAX BRE Lic. # 01085506
 By [Signature] BRE # 01085506 Date 11/18/2014
 Address 16131 E. Whittier Blvd City Whittier State CA Zip 90603
 Telephone _____ Fax _____ Email _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), counter offer number _____ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 24 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____
 By _____ Date _____
 Address _____
 Phone/Fax/E-mail _____

Escrow Holder is licensed by the California Department of Corporations, Insurance, Real Estate. License # _____

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
 Broker or Designee Initial: _____

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
 Seller's Initials: _____

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EXHIBIT "2"



CALIFORNIA ASSOCIATION OF REALTORS®

BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA-A, Revised 10/02)

Property Address: 10511 Eagan Dr., Whittier, Ca 90604 ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. 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.

B. BUYER RIGHTS AND DUTIES: 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. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. In sales involving residential dwellings with no more than four units, Brokers have a duty to make a diligent visual inspection of the accessible areas of the Property and to disclose the results of that inspection. However, as some Property defects or conditions may not be discoverable from a visual inspection, it is possible Brokers are not aware of them. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

- 1. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS: Foundation, roof, plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa, 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. (Structural engineers are best suited to determine possible design or construction defects, and whether improvements are structurally sound.)
2. 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 natural or constructed barriers or markers do not necessarily identify true Property boundaries. (Professionals such as appraisers, architects, surveyors and civil engineers are best suited to determine square footage, dimensions and boundaries of the Property.)
3. WOOD DESTROYING PESTS: Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms and other infestation or infection. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. A registered structural pest control company is best suited to perform these inspections.
4. SOIL STABILITY: Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage. (Geotechnical engineers are best suited to determine such conditions, causes and remedies.)

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BIA-A REVISED 10/02 (PAGE 1 OF 2)

Buyer's Initials ([Signature])

Seller's Initials ([Signature])

Reviewed by _____ Date _____



BUYER'S INSPECTION ADVISORY (BIA-A PAGE 1 OF 2)

Agent: Janalyn Harnach Phone: 562-947-2867 Fax: 562-947-9570 Prepared using zipForm® software
Broker: RuMax Classic, 16131 Whittier Blvd; Suite #100 Whittier, CA 90603

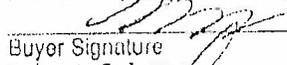
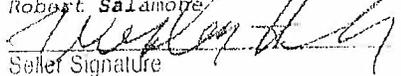
Property Address: 10511 Eagan Dr., Whittier, Ca 90604

Date: November 18, 2014

6. **ROOF:** Present condition, age, leaks, and remaining useful life. (Roofing contractors are best suited to determine these conditions.)
6. **POOL/SPA:** Cracks, leaks or operational problems. (Pool contractors are best suited to determine these conditions.)
7. **WASTE DISPOSAL:** Type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
8. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components.
9. **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). (For more information on these items, you may consult an appropriate professional or read the booklets "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants," "Protect Your Family From Lead in Your Home" or both.)
10. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood. (A Geologist or Geotechnical Engineer is best suited to provide information on these conditions.)
11. **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. (An insurance agent is best suited to provide information on these conditions.)
12. **BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. (Such information is available from appropriate governmental agencies and private information providers. Brokers are not qualified to review or interpret any such information.)
13. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties 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. (Government agencies can provide information about these restrictions and other requirements.)
14. **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. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. (Local government agencies can provide information about these restrictions and other requirements.)
15. **NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including 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, 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.

Buyer and Seller acknowledge and agree that Broker: (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 Broker; (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 others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) 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.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory, Buyer is encouraged to read it carefully.


 Buyer Signature _____ Date 11/18/14
 Robert Salamone

 Seller Signature _____ Date 1/8/15

Buyer Signature _____ Date _____
 Seller Signature _____ Date _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
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 525 South West Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____





Wells Fargo Business Online®

Last Sign On: November 12, 2014

Account Summary

Robert Salamone

Cash Accounts

Account	Available Balance	Related Activities
PREMIER CHECKING [REDACTED]	\$534,601.16	
Total	\$534,601.16	

Credit Accounts

Account	Outstanding Balance	Available Credit	Related Activities
PLATINUM CARD XXXX-XXXX-XXXX-2185	\$0.00	[REDACTED]	
Total	\$0.00	[REDACTED]	

Loan Accounts

Account	Outstanding Principal Balance	Related Activities
MORTGAGE XXXXXX1528	[REDACTED]	
Total	[REDACTED]	

Rewards

Account	Available Balance	Related Activities
WELLS FARGO REWARDS XXXXXX8047	\$12.50	Earn rewards - Use rewards

Equal Housing Lender

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EXHIBIT "3"

INVOICES AND UTILITY STATEMENTS

invoiceASAP

easy mobile invoicing

From:

Iglesias Construction
38727 Stanridge Ave
Palmdale, CA 93550

Billing Address:

Jan Neiman

Invoice Paid

Invoice Number: I140916247
Invoice Date: 09/15/2014
Invoice Amount: 250.00
Payment Terms: Due On Receipt
Created By: Cesar Iglesias

Item #	Item Name	Quantity	Unit Price	Taxable	Total
1434	Replace 6 door locks in the property located in 10511 Eagan Drive, Whittier , CA. 90604	1.00	130.00		130.00
1435	Material 6 door locks	1.00	120.00		120.00

Subtotal: \$ 250.00
Invoice Amount: \$ 250.00
Check # on 09/15/2014: (250.00)
Invoice Balance: \$ 0.00

invoiceASAP

easy mobile invoicing

From:

Iglesias Construction
38727 Stanridge Ave
Palmdale, CA 93550

Estimate

Estimate Number: E140916249
Estimate Date: 09/15/2014
Estimate Amount: 800.00
Created By: Cesar Iglesias

Billing Address:

Jan Neiman

Item #	Item Name	Quantity	Unit Price	Taxable	Total
1437	House clean up and trash pick up clean the inside of the house take all the trash out from inside and out side the house cut the grass and clean the back yard	1.00	800.00		800.00

Comment:

all this to be done in the property located in 10511 Eagan Drive, Whittier , CA. 90604

Subtotal: \$ 800.00
Estimate Amount: \$ 800.00

JOB ORDER

ANDY MARTINEZ
PLUMBING-HEATING-AIR



MAKE PAYABLE TO:
Andy Martinez
14420 Cartela Dr.
La Mirada, CA 90638
562/453-8029

BILL TO: NEWMAN REALTY
JOB NAME: _____
JOB ADDRESS: 10511 S. EAGAN DR
IRVINE CA 92604
PHONE #: 562/201-65379

DISPATCH #: _____
DATE: 1/15/15
W.O / P.O.: _____
DATE COMPLETED: 1/15/15
TECH: Andy

WORK

REQUESTED:

Various Repairs

DIAGNOSIS/SOLUTION

① Repairs master B/H with spread joint as needed

② Install new Shower Head in Hall Bathroom

③ Install new Toilet tank fill valve & water supply line

Ed Cruz
1/15/15

QTY	CODE	PARTS
1		Faucet Repair Kit
1		Toilet Fill Valve
1		SHOWER HEAD
		TOTAL Parts \$52.50
		LABOR 130.00
		Thank you!
		Andy
		EQUIP CHARGE
		TOS : \$ 12.00

ACCEPTANCE OF WORK: _____

JOB TOTAL:

\$194.50
EXHIBIT "3"



A SouthWest Water Company
 P.O. Box 6105, Covina, CA 91722

Invoice Number: 180060488302
 For Questions Call (562) 944-8219
 or TTY (877) 405-1710
 Monday-Friday 8:00 A.M. TO 4:30 P.M.

SERVICE ADDRESS
 ACCOUNT NAME
 ACCOUNT NUMBER

10511 S EAGAN DR
 JAN NEIMAN
 006000124695

SERVICE FROM
 PAST DUE AFTER
 METER NUMBER

10/01/14 to 10/08/14
 10/28/14
 9546323

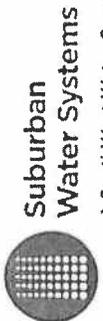
WATER USAGE SUMMARY			
COMPARISON	USAGE (in 100 cu. ft.)	BILLING DAYS	AVG. DAILY USAGE (in 100 cu. ft.)
Current Meter Reading	201		
Previous Meter Reading	201		
Total Current Usage	0	0 (100 cubic feet)	
Last Year	14	28	0.50
This Year	0	8	0.00
Difference	-14	-0	-0.50

100 cubic feet
 = 7.48 gallons

DATE	ACCOUNT ACTIVITY	AMOUNT
	Previous Balance	\$0.00
	Payment Received	\$0.00
	Balance Before Current Charges	\$0.00
	Service Charge	\$4.73
	CPUC Surcharge	\$0.07
	Total Current Charges	\$4.80
		4.73 x 1.50%
		\$0.07
		\$4.80

TOTAL DUE	Now Due	Total
\$0.60 is your average daily cost this period.		\$4.80

Homeowners: Now you can sign up online for LifeLine at www.swwc.com/suburban/lifeline. Don't wait until a pipe break turns your yard into a river. Sign up today!

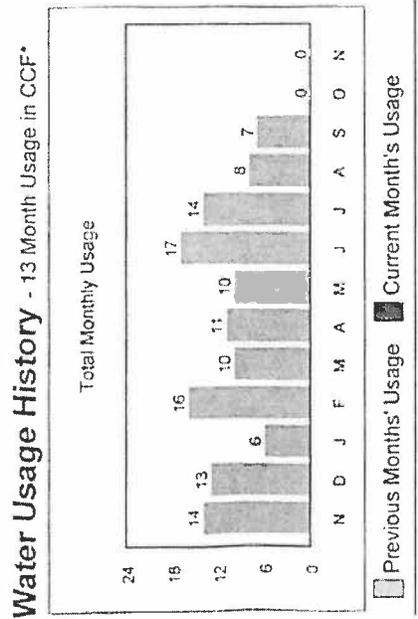


A SouthWest Water Company
 P.O. Box 6105, Covina, CA 91722
 Customer Service: 626.543.2640 Mon. - Fri.
 877.405.1710 8 AM - 4:30 PM
 TTY:

Account Number: 006000124695
 Invoice Number: 180060498484
 Billing Date: 11/11/2014
 PAST DUE AFTER: 12/01/2014
 Account Name: JAN NEIMAN
 Service Address: 10511 S EAGAN DR
 WHITTIER CA 90604-1127

Current Reading Based on Actual					
Meter Size	Meter Read Dates	Number Of Days	Meter Reading	Usage CCF	Meter Number
From	To	From	To		
10/09/2014	11/10/2014	33	201	0	9546323

*CCF (100 Cubic Feet) = 748 Gallons of Water



Account Summary

Previous Balance	\$4.80
Payment Received 10/20/2014 - Thank You	-\$4.80
Balance Before Current Charges	\$0.00
Service Charge	\$17.75
CPUC Surcharge 17.75 x 1.50%	\$0.27
Total Current Charges	\$18.02
Total Amount Past Due After 12/01/2014	\$18.02

Message Center

\$0.54 is your average daily cost this period.

Many customers don't know that the outside water line from their residence to Suburban's water meter is their responsibility. For under \$5 a month, the LifeLine Maintenance Plan will cover the repair or replacement of damaged outside water lines. (Some restrictions apply.) To sign up, simply go to www.swwc.com/suburban/lifeline and complete the online form.

YOUR WATER BILL HAS A NEW LOOK THIS MONTH.
 Please see the enclosed insert on "How to Read Your Bill".



Suburban Water Systems

A SouthWest Water Company
P.O. Box 6105, Covina, CA 91722

Customer Service: 562.944.8219 Mon. - Fri.
TTY: 877.405.1710 8 AM - 4:30 PM

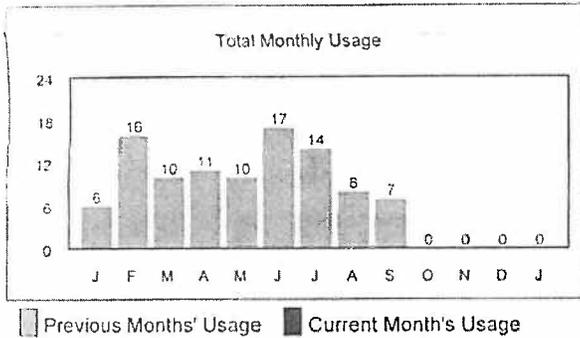
Account Number: 006000124695
Invoice Number: 180030678865
Billing Date: 01/13/2015
PAST DUE AFTER: 02/02/2015
Account Name: JAN NEIMAN
Service Address: 10511 S EAGAN DR
WHITTIER CA 90604-1127

Current Reading Based on Actual

Meter Size	Meter Read Dates		Number Of Days	Meter Reading		Usage CCF	Meter Number
	From	To		From	To		
	12/11/2014	01/09/2015	30	201	201	0	9546323

*CCF (100 Cubic Feet) = 748 Gallons of Water

Water Usage History - 13 Month Usage in CCF*



Account Summary

Previous Balance	\$18.02
Payment Received 12/19/2014 - Thank You	-\$18.02
Balance Before Current Charges	\$0.00
Service Charge	\$18.03
CPUC Surcharge 18.03 x 1.50%	\$0.27
Total Current Charges	\$18.30
Total Amount Past Due After 02/02/2015	\$18.30

Message Center

\$0.61 is your average daily cost this period.

Many customers don't know that the outside water line from their residence to Suburban's water meter is their responsibility. For under \$5 a month, the LifeLine Maintenance Plan will cover the repair or replacement of damaged outside water lines. (Some restrictions apply.) To sign up, simply go to www.swwc.com/suburban/lifeline and complete the online form.

This bill includes a general rate increase, temporary offset surcharges, and one time surcredit authorized by the CPUC for water service. These rate adjustments are effective January 1, 2015.

----- Please detach and return the bottom portion with your payment. -----



Suburban Water Systems

A SouthWest Water Company
P.O. Box 6105, Covina, CA 91722

Billing Date: 01/13/2015
Account Number: 006000124695
Total Due By 02/02/2015: \$18.30
Service Address: 10511 S EAGAN DR



JAN NEIMAN
14205 COLLINS ST
SHERMAN OAKS CA 91401

**POST OFFICE
BOX 6105**

Total \$18.30
Now Due

006000124695000001830

EXHIBIT "3"



Details of your new charges

Your rate: DOMESTIC

Billing period: Sep 16 '14 to Sep 30 '14 (14 days)

Delivery charges

Basic charge	14 days x \$0.03100	\$0.43
Energy-Summer		
Tier 1 (within baseline)	82 kWh x \$0.04579	\$3.75
DWR bond charge	82 kWh x \$0.00513	\$0.42
Service Connection charge		\$6.00

Your Delivery charges include:

- \$0.95 transmission charges
- \$6.60 distribution charges
- -\$0.04 nuclear decommissioning charges
- -\$4.74 conservation incentive adjustment
- \$0.58 public purpose programs charge
- \$0.81 new system generation charge

Generation charges

DWR		
DWR energy credit	82 kWh x -\$0.00037	-\$0.03
SCE		
Energy-Summer		
Tier 1 (within baseline)	82 kWh x \$0.09795	\$8.03

Your Generation charges include:

- -\$0.16 competition transition charge

Subtotal of your new charges		\$18.60
Los Angeles Co UUT	\$12.60 x 4.50000%	\$0.57
State tax	82 kWh x \$0.00029	\$0.02
Your new charges		\$19.19

Your overall energy charges include:

- \$0.11 franchise fees

Additional information:

- Service voltage: 240 volts
- Your summer baseline allowance: 186.0 kWh

Average cost per kilowatt hour

Tier 1	Tier 2	Tier 3	Tier 4
\$0.15	\$0.19	\$0.28	\$0.32

82 kWh

Understanding Your Bill...

Your usage for this billing period falls in the first tier. Energy usage is based upon a tiered structure. For most customers, the price you pay per kilowatt hour increases as you use more energy. The average cost per kilowatt hour (kWh) figures in the chart to the left are based on averages. Actual prices may vary. For more information visit www.sce.com/tier.

DATE MAILED Oct 16, 2014 Page 1 of 2
 24 Hour Service
 1-800-427-2200 English
 1-800-342-4545 Español
 1-800-252-0259 TTY
 www.socalgas.com

H H

DATE DUE	Nov 5, 2014
AMOUNT DUE	\$42.26

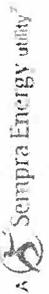
Save money on stamps and start paying your bill online. Sign up through "My Account" at socalgas.com today.

CARE ***Special Discount*** You may be eligible for the California Alternate Rates for Energy (CARE) program. For more information or to apply online, go to socalgas.com (search "CARE"). Or call 1-800-427-2200 to request an application.

CARE ***Descuento Especial*** Usted podría ser elegible para el programa de Tarifas Alternativas para Energía en California (CARE). Para más información o para aplicar, visite socalgas.com/español (busque la palabra clave "CARE") o llame al 1-800-427-2200.

The Gas Company's gas commodity cost per therm for your billing period:
 Oct. \$.44500 Sep. \$.45956

ACCOUNT NUMBER 160 807 4364 0
 SERVICE FOR
 JANICE E NEIMAN
 10511 EAGAN DR
 WHITTIER CA 90604-1127



OPENING BILL

We would like to welcome you as a SoCalGas customer. Whenever you need assistance with your energy needs, please don't hesitate to call anytime, 24 hours a day.

Account Summary

Opening Balance	.00
Payment Received	- .00
Current Charges	+ 42.26
Total Amount Due	\$42.26

Current Charges

Rate: GR - Residential Climate Zone: 1 Baseline Allowance: 13 Therms
 Meter Number: 11422989 (Next scheduled read date Nov 13 2014) Cycle: 11

Billing Period	Days	Current Reading	Previous Reading	Difference	Billing Factor	Total Therms
09/16/14 - 10/14/14	28	8994	8983	11	1,031	11

GAS CHARGES
 Customer Charge 28 Days x \$.16438 Amount(\$)
 4.60

Gas Service (Details below) 11 Therms
 Baseline
 Therms used 11
 Rate/Therm \$.89909
 Charge \$9.89 = 9.89

TAXES & FEES ON GAS CHARGES
 State Regulatory Fee 11 Therms x \$.00068 Amount(\$)
 .01
 Public Purpose Surcharge 11 Therms x \$.08504
 .94
 Los Angeles County Users Tax \$15.44 x 4.50%
 .69

Total Gas Charges \$14.49
Total Taxes and Fees on Gas Charges \$1.64

(Continued on next page)

PLEASE KEEP THIS PORTION FOR YOUR RECORDS. LEAVE OR CHECKED POSTAGE PAID TO THE REGISTERED...