

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address HOWARD KOLLITZ (State Bar No. 059611) hkollitz@dgdk.com ZEV SHECHTMAN (State Bar No. 266280) zshechtman@dgdk.com DANNING, GILL, DIAMOND & KOLLITZ, LLP 1900 Avenue of the Stars, 11th Floor Los Angeles, California 90067-4402 Telephone: (310) 277-0077 Facsimile: (310) 277-5735 <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Richard K. Diamond, Chapter 7 Trustee	FOR COURT USE ONLY
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UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION	
In re: ROBERT EDWARD RODRIGUEZ, Debtor(s).	CASE NO.: 2:14-bk-29842-NB CHAPTER: 7 NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 07/19/2016	Time: 11:00 am
Location: US Bankruptcy Court, Courtroom 1545, 255 East Temple Street, Los Angeles, CA 900012	

Type of Sale: Public Private **Last date to file objections:** 07/05/2016

Description of property to be sold:
 The Estate's right, title and interest in and to improved residential real property commonly known as, 15574 Garo Street, Hacienda Heights, California (the "Property")

Terms and conditions of sale:
 Subject to overbids; "As Is" and "Where Is" basis, "with all faults"; no warranties or recourse whatsoever. All of the Buyer's contingencies under the Sale Agreement have been satisfied or waived. See Motion for complete information.

Proposed sale price: \$ 380,000.00

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 Attached Overbid Form for additional details.

Summary of Overbidding Requirements: Minimum Overbid Amount: \$390,000; Deposit: \$11,700; executed overbid form, deposit and proof of ability to close escrow unconditionally must be received by Trustee by 7/15/16 at 5:00 p.m.

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

Date: July 19, 2016
Time: 11:00 a.m.
Ctrm.: 1545
255 East Temple Street
Los Angeles, California 90012

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

Coldwell Banker
William Friedman
(424) 702-3000
8840 S. Sepulveda Blvd.
Los Angeles, CA 90045

Thomas Bluemel
(626) 821-1251
15 East Foothill Blvd.
Arcadia, CA 91006

Date: 06/28/2016

OFFER TO PURCHASE REAL PROPERTY

The undersigned ("Offeror") hereby offers (the "Offer") to purchase from Richard K. Diamond, the Chapter 7 Trustee (the "Trustee") for the Bankruptcy Estate of Robert Edward Rodriguez, the Bankruptcy Estate's right, title and interest to the real property located in the County of Los Angeles, State of California, commonly described as 15574 Garo Street, Hacienda Heights, California, which shall be referred to as "the Property," on the identical terms as described in the Counter-Offer dated May 23, 2016, and attached hereto as Exhibit "A," except as otherwise provided herein. The Offer price, all cash, shall be \$ _____ [at least \$390,000].

There are no contingencies to the Offer whatsoever—save and excepting Bankruptcy Court approval after notice and hearing—including inspection, due diligence or financing contingencies. The Offer is subject to acceptance by the Trustee, approval by the Bankruptcy Court, and higher and better bids at a sale motion hearing on July 19, 2016, at 11:00 a.m., in: Courtroom "1545" of the United States Bankruptcy Court located at 255 East Temple Street, Los Angeles, California 90012. The Offeror understands, acknowledges, and agrees that if the Offeror is deemed a "qualified bidder," it or a duly authorized representative, shall personally attend the hearing.

Offeror understands that the seller is a trustee appointed to liquidate assets of a Bankruptcy Estate, and that the Trustee has neither inspected the Property nor analyzed its fitness for any particular use. Offeror further understands that the sale is of the Bankruptcy Estate's right, title and interest, if any, in the Property only, and is sold on an "As Is" and "Where Is" basis, with no warranty or recourse whatsoever. Offeror has completed all due diligence which Offeror believes to be required to purchase the Property and has not relied upon any statement or representation from the Trustee, his attorneys, his real estate brokers or other agents. Any necessary testing or repairs, including without limitation, those for termite damage or retrofitting required by any governmental entity, or any issues relating to licensing, shall be the sole responsibility of the Offeror, at Offeror's sole expense.

The initial deposit is \$11,700 (the "Deposit"). To be a "qualified bidder" for the Property, Offeror must deliver (a) a cashier's check payable to "Richard K. Diamond, Trustee" in the amount of \$11,700, (b) an executed copy of this Offer, to the Trustee at: Richard K. Diamond, Trustee, c/o Shelly Panta, 1900 Avenue of the Stars, 11th Floor, Los Angeles, California 90067-4402, and (c) proof of ability to close escrow unconditionally in a form acceptable to Trustee. The Trustee has set July 15, 2016, at 5:00 p.m., as the final deadline to submit the Offer and Deposit, subject to the Trustee's sole discretion in waiving or modifying such deadline without notice. In any event, no party will be allowed to overbid absent delivery of: (a) the initial overbid Deposit; and (b) the written, executed Offer in the form of this overbid form; and (c) proof of ability to close escrow unconditionally in a form acceptable to Trustee, prior to the commencement of the auction. Parties who do not timely submit the full Deposit will be barred from bidding at the sale motion hearing. The Deposit shall be non-refundable in the event that the Court confirms the sale to the Offeror but Offeror breaches its obligations under the Offer, in which event the Trustee shall be free to sell the Property to another and to retain the entire \$11,700 Deposit without liability to anyone. Offeror's sole remedy in the event that the Trustee is unable to close the sale shall be a return of the Deposit in full. If the Offeror performs in full

under the terms of the Offer, but the Court confirms the sale of the Property to another, Offeror's deposit shall be refundable in full. If another party is the successful bidder at the sale motion hearing, Offeror may opt to be a back-up bidder at the highest bid amount submitted by Offeror, in which event the Deposit will be retained by the Trustee until the sale closes.

Offeror agrees to substitute into the Trustee's currently pending sale or enter into a new transaction upon identical terms and conditions except as to price and as otherwise set forth herein. Offeror acknowledges having obtained a copy of the agreement between the Trustee and the original proposed buyer which is Exhibit "A" hereto and is incorporated herein in its entirety by this reference, and the undersigned Offeror understands all of the terms of such agreement.

A commission of 3% of the sale price shall be payable to Offeror's real estate broker, if any, subject to approval of the Bankruptcy Court, but only upon closing of the sale to Offeror.

The Offeror further understands, acknowledges, and agrees that at the sale motion hearing, only qualified bidders shall be entitled to bid, and that the Trustee has sole discretion to determine, in the exercise of his sound business judgment, whether the Offeror is a "qualified bidder." If the Offeror is not deemed a qualified bidder (but has not otherwise defaulted), the Trustee will refund the Deposit. The Offeror understands, acknowledges, and agrees that upon conclusion of the bidding process, the Trustee shall have sole discretion, in the exercise of his sound business judgment, to decide which of the bids is the best bid, subject to approval of the Bankruptcy Court. The overbidder who is accepted by the Trustee and approved by the Bankruptcy Court as the successful bidder must pay all amounts reflected in its bid in cash at the closing of the sale. At the sale motion hearing, and upon conclusion of the bidding process, the Trustee may also acknowledge a back-up bidder, which shall be the bidder with the next best bid determined in the sole discretion of the Trustee subject to Bankruptcy Court approval. Should the successful bidder fail to timely close escrow on the sale of the Property, the Trustee may sell the Property to the back-up bidder without further court order and retain the Deposit as liquidated damages.

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The undersigned Offeror hereby agrees that the Bankruptcy Court wherein the Bankruptcy Case No. 2:14-bk-29842-NB is pending, for Robert Edward Rodriguez, as Chapter 7 Debtor, shall have and retain exclusive jurisdiction to interpret and enforce this Offer as well as to resolve any dispute related in any way to this Offer, without a jury.

Dated: _____

(Name of Offeror)

(address of Offeror)

(tel. no. and email address of Offeror)

(name, tel. no. email address of authorized agent
of Offeror, if applicable)

(name, tel. no. email address of real estate agent and
brokerage of Offeror, if applicable)

(signature of Offeror and/or authorized agent
of Offeror, if applicable)

EXHIBIT "A"

COUNTER-OFFER

This agreement ("Agreement" or "Counter-Offer") is intended to set forth the terms and conditions of a contract for the purchase by and sale to Jenny Lim (the "Buyer") from Richard K. Diamond, solely in his capacity as Chapter 7 Trustee for Robert Edward Rodriguez (the "Seller"), in Bankruptcy Case No. 2:14-bk-29842-NB, pending in the United States Bankruptcy Court for the Central District of California, of the real property commonly known as 15574 Garo Street, Hacienda Heights, California (the "Property"). When executed below, this Agreement will constitute conclusive evidence and the exclusive terms and conditions of the contract for such purchase and sale (the "Sale") of the Property and will supersede and replace in its entirety the Purchase Agreement and Joint Escrow Instructions dated May 15, 2016 (the "Offer") and any oral or written negotiations since then.

PURCHASE PRICE; DEPOSIT; ESCROW. The purchase price for the Property shall be \$380,000 ("Purchase Price"). Buyer shall make an initial deposit of \$11,400 (the "Initial Deposit") in the form of cashier's check or wire transfer made payable and delivered to A & A Escrow, Beverly Hills, California within two (2) business days of acceptance of this Counter-Offer by Buyer, Seller's execution of the Affirmation Agreement in the form attached hereto as Exhibit "A", and Buyer's receipt of a copy of the fully executed Counter-Offer and the Affirmation Agreement. Buyer shall deliver to the Trustee, within two (2) days of mutual agreement upon this Counter-Offer, proof of committed funds available to Buyer sufficient to enable Buyer to consummate the acquisition contemplated herein, which proof shall be in the form of a letter of credit; loan commitment or other form acceptable to the Trustee in the Trustee's sole discretion. In the event that either (i) Buyer fails timely to provide any such proof, or (ii) the Trustee determines, in the Trustee's sole discretion, that any proof of funds provided to Trustee by Buyer is unacceptable, the Trustee shall have the right, at the Trustee's option, to provide written notice to Buyer that this Counter-Offer is terminated. In the event that the Trustee exercises such termination right, this Counter-Offer shall terminate effective as of the date of Trustee's written notice to Buyer, whereupon the Initial Deposit (if theretofore deposited with the Escrow Holder) shall be returned to Buyer and Buyer and Trustee shall each be relieved of any further obligation hereunder.

Escrow instructions corresponding to the terms of this Agreement shall be provided by the Escrow Holder and signed by the parties within five (5) business days of the date of Buyer's and Seller's receipt of said escrow instructions. Buyer and Seller shall deposit such documents and instruments with the Escrow Holder as and when reasonably required to complete the sale. Buyer shall be free to assign this Agreement to another person or entity ("Assignee") subject to Seller's prior review and written approval (which approval Seller may grant or withhold in its sole discretion), but Buyer shall remain liable hereunder, together with such Assignee, in the event that such Assignee fails to perform any of Buyer's obligations hereunder.

1. **BUYER'S DUE DILIGENCE AND FINANCING; CANCELLATION RIGHT.** Buyer shall have ten (10) calendar days from the date of execution hereof to perform, complete, and satisfy all contingencies, inspections, investigations, tests and reviews of reports, and to complete all due diligence which the Buyer desires for this Sale of the Property, including, but not limited to performing and completing any geological, soil, structural, environmental, or other tests, inspections, and investigations desired by Buyer. Buyer may, not later than the end of that period, give Seller written notice of

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EXHIBIT "A"

Buyer's election to withdraw from this Agreement because of Buyer's inability to complete or dissatisfaction with the results of any of those matters ("Notice of Cancellation"), in which event Buyer's and Seller's obligations under this Agreement shall be terminated and Buyer shall receive a full refund of Buyer's deposit. If Buyer fails to give such Notice of Cancellation as within such period, all such contingencies shall be automatically removed and Buyer's obligation to proceed shall be non-contingent except as provided herein for, (i) Buyer's review of a preliminary report and underlying documents respecting the title to the Property (as set forth in Paragraph 2), and (ii) Bankruptcy Court approval of this Agreement and the Sale (including as set forth in Paragraph 6).

2. **TITLE; TITLE INSURANCE.** Within three (3) business days after acceptance of this Counter Offer First American Title Company (the "Title Company") or title company of Seller's choice will be instructed to provide a preliminary report of the condition of title to the Property, including copies of underlying documents referred to in Schedule B thereof, for Buyer's review. Buyer may, not later than the end of the period in Paragraph 1, or until three (3) days after receipt of the preliminary report and underlying documents, whichever occurs later, give Seller written notice ("Notice of Title Disapproval") that Buyer disapproves the condition of title with respect to a material matter(s) interfering with the use of the Property for the purpose for which it is currently used or intended to be used. Such notice must refer to the specific exception(s) in Schedule B of the preliminary report and the specific underlying document(s) which are the basis for Buyer's disapproval. Within five (5) business days after receipt of such notice, Seller may, in Seller's sole discretion, either (i) cancel this Agreement and the sale, in which event Buyer's and Seller's obligations under this Agreement shall be terminated and Buyer shall receive a full refund of Buyer's deposit, or (ii) elect to correct the item(s) that were disapproved by Buyer, in which event the sale shall proceed. Seller may correct such item by any means that will result in the Title Company either removing the disapproved exception(s) from the preliminary report or providing title insurance coverage by endorsement against such exception(s). At the close of the sale, Seller shall convey and Buyer shall accept title to the Property as shown in Schedule B of the preliminary report, subject to any corrections as set forth in this paragraph above, free and clear of all monetary liens, subject to the terms of the within contract. Seller shall pay the costs of a CLTA Standard Owner's policy of title insurance.

3. **REMOVAL OF CONTINGENCIES; COURT CONFIRMATION; CLOSING; DELIVERY OF POSSESSION.** If Buyer does not give Seller written Notice of Cancellation as and when provided in Paragraph 1, or Notice of Title Disapproval as and when provided in Paragraph 2, Buyer's silence shall be deemed acceptance and Buyer shall be deemed to have satisfied and removed all of Buyer's contingencies and to proceed with the Sale. Seller shall then file a motion with the Bankruptcy Court to confirm this sale. Upon such removal of contingencies, Buyer shall be unconditionally obligated to proceed with the sale, subject only to Bankruptcy Court confirmation as set forth below. If the Bankruptcy Court confirms the sale to Buyer, the closing shall take place as soon as practicable after entry of the order approving the sale, but no later than the first business day after fourteen (14) calendar days following the entry of court order approving sale. The closing shall occur on the date the deed transferring the Property to Buyer is recorded with the County Recorder where the Property is located. Occupancy shall be delivered to Buyer upon Escrow Holder's confirmation of recording.

4. **BANKRUPTCY SALE.** Buyer acknowledges that Seller is a Trustee appointed to administer the above referenced bankruptcy estate, and is a party to this Agreement solely in that capacity. Seller and Brokers and agents have not and will not determine the condition or fitness for use of the Property for any particular purpose. The sale shall be "as is," "where is," "with all faults," and

with no warranty by or recourse whatsoever to Seller or Brokers or agents herein. Transfer of the Property shall be by Quit Claim Deed. All parties acknowledge that Seller is a party to this Agreement solely in the capacity as Trustee of the above referenced bankruptcy estate and that in the event of any default in the performance of any of Seller's obligations under the Offer (as modified hereby) or in the event that any other claim is asserted against the Seller, Trustee or the estate in connection with this transaction, the Trustee shall in no event have any personal liability whatsoever (whether in his individual capacity or otherwise), it being expressly understood and agreed that Buyer's sole recourse, if any, in such event shall be to the assets of such estate.

5. **TAXES; PRORATIONS; COSTS OF SALE.** All real property taxes and assessments for the current tax year shown in the current County Tax Bill shall be prorated between Seller and Buyer and charged as of the closing date to the applicable accounts of Seller and Buyer. The sale shall be free and clear of any homeowner's association assessments and all real property taxes (other than those prorated as provided above) enforceable against the Property through the closing date of the sale. Escrow fees shall be split between Buyer and Seller in the manner customary in the County where the Property is located. Seller shall pay any real property transfer tax. Seller shall pay the cost of a Natural Hazard Disclosure Report, from a vendor selected by Seller, to be furnished to Buyer through escrow. Buyer shall pay and have sole responsibility for compliance with any requirements imposed on the Property or this sale by any governmental agency(ies), including compliance with any applicable governmental retrofit requirements. Buyer shall pay the cost of recording the deed. Buyer and Seller shall each pay their own expenses of every other type except as specifically provided in this Agreement.

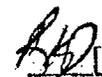
6. **BANKRUPTCY COURT APPROVAL; OVERBIDDING.** The sale is subject to notice to creditors, approval by the Bankruptcy Court, and higher and better bids received by Seller through and including the Bankruptcy Court hearing to confirm the sale. Payment of any and all real estate brokers' commissions is also subject to notice to creditors and approval by the Bankruptcy Court. Buyer acknowledges and agrees that Seller may, at Seller's sole discretion, determine not to seek the Bankruptcy Court's approval if Seller has determined that it would be in the best interest of the bankruptcy estate not to do so, including by withdrawing a sale motion at any time.

7. **BROKERS.** Seller is represented by Coldwell Banker. Buyer is represented by Helping Hand Financial. Subject to Bankruptcy Court approval, Seller will pay a real estate broker's commission aggregating 6% of net sales price of the Property to the Brokers as follows: 3% to Coldwell Banker, 3% to Helping Hand Financial in connection with the closing of this sale. All such Brokers and agents are collectively referred to herein as the "Brokers." No commission or compensation shall be due or payable to Brokers in connection with this Agreement or sale except from the cash proceeds of an actual Sale of the Property that closes to Buyer. Buyer hereby represents and warrants that, other than the Brokers, Buyer has not dealt with any broker, finder or other person entitled to any fee, commission or other compensation in connection with the Sale and Buyer shall indemnify, defend and protect and hold Seller and the related bankruptcy estate harmless of, from and against any claims, demands, actions, causes of action, losses, liabilities and costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as Seller may suffer or incur in the event that any claims for any such fees, commissions or other compensation of any kind are hereafter asserted.

8. MATERIAL CHANGE OF CONDITION. In the event of any material change in the condition of the Property after the date of acceptance of this Counter-Offer, if Buyer demands repair of any resulting actual damage to the Property, Seller may, at Seller's sole option: (a) elect to terminate this Agreement, in which event Buyer's and Seller's obligations to buy or sell shall terminate and the full Deposit shall be refunded to Buyer; or (b) make required repairs at the bankruptcy estate's expense; or (c) assign any insurance proceeds for the damage to the Property to Buyer as of the close of the sale; or (d) credit the cost of such repairs to Buyer through escrow, it being agreed that in the event that Seller elects and complies with subpart 9(b), (c) or (d), Buyer's obligation to proceed with the Sale shall be unaffected by any such material change in the condition of the Property.

9. REMEDY FOR BUYER'S OR SELLER'S FAILURE TO CLOSE. BUYER'S SOLE REMEDY IN THE EVENT THAT THE SALE FAILS TO CLOSE AS A RESULT OF SELLER'S INABILITY OR FAILURE TO CLOSE FOR ANY REASON, INCLUDING BUT NOT LIMITED TO THE REASON OF FAILURE TO OBTAIN APPROVAL OF THE SALE BY THE BANKRUPTCY COURT, SHALL BE THE MUTUAL RELEASE OF BUYER'S AND SELLER'S OBLIGATIONS TO BUY OR SELL AND A FULL REFUND OF THE DEPOSIT (PLUS ANY INCREASE THEREOF BY BUYER). IF PRIOR TO CLOSING THE BUYER, WITHOUT CAUSE, FAILS TO COMPLETE OR PERFORM THE PURCHASE OBLIGATIONS WITH RESPECT TO THE SALE, THE BUYER SHALL BE DEEMED TO BE IN DEFAULT UNDER THIS AGREEMENT. THE BUYER AND THE TRUSTEE RECOGNIZE THAT THE TRUSTEE WILL INCUR ATTORNEYS' FEES AND EXPENSES IN CONNECTION WITH THE PURCHASE AND SALE TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND THAT THE TRUSTEE WILL BE DAMAGED BY THE FAILURE OF THE BUYER TO COMPLETE THE PURCHASE. THEY ALSO RECOGNIZE THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO: (1) ASCERTAIN THE DAMAGES THAT WILL BE SUSTAINED BY THE TRUSTEE AS A RESULT OF THE BREACH BY THE BUYER OF THIS AGREEMENT; AND (2) ASCERTAIN THE AMOUNT OF COMPENSATION THAT THE TRUSTEE SHOULD RECEIVE AS A RESULT OF THE BREACH BY THE BUYER. AS A RESULT, THE TRUSTEE AND THE BUYER AGREE THAT IN THE EVENT THAT THE SALE OF THE PROPERTY IS NOT CONSUMMATED AS A RESULT OF THE DEFAULT OF THE BUYER, THE TRUSTEE'S DAMAGES SHALL BE THE TOTAL AMOUNT OF THE DEPOSIT (PLUS ANY INCREASE THEREOF BY BUYER) OF THE BUYER AND THAT BY INITIALING HERE, THE BUYER AND THE TRUSTEE AGREE THAT THE AMOUNT OF THE DEPOSIT IS A REASONABLE AND FAIR ESTIMATE OF THESE DAMAGES, AND THAT THE TRUSTEE SHALL BE ENTITLED TO RETAIN THE ENTIRE DEPOSIT AS AND FOR LIQUIDATED DAMAGES TO THE TRUSTEE. THE TRUSTEE AND THE BUYER ALSO AGREE THAT IN THE EVENT OF THE DEFAULT BY THE BUYER, THE TRUSTEE SHALL BE UNDER NO OBLIGATION TO SELL THE ASSETS TO THE BUYER AND THAT THE TRUSTEE'S RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES SHALL BE THE TRUSTEE'S SOLE AND EXCLUSIVE REMEDY BY REASON OF ANY DEFAULT OR BREACH UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND SHALL BE IN LIEU OF ANY OTHER MONETARY RELIEF OR ANY OTHER RELIEF TO WHICH THE TRUSTEE MAY OTHERWISE BE ENTITLED BY VIRTUE OF THIS AGREEMENT BY LAW OR IN EQUITY.

 [Buyer's Initials]

 [Seller's initials]

10. DISCRETION OF THE TRUSTEE. The Trustee may, at the Trustee's option, decline to consummate the proposed sale of the Property for no reason or for any reason, including without limitation: (a) the dismissal of the Debtor's Chapter 7 case; (b) the inability to subordinate liens on the Property to the expenses of administration; (c) the inability to obtain Bankruptcy Court approval of the sale; (d) the inability to sell the Property free and clear of liens; and/or (e) the Trustee's inability to obtain from the sale net equity for the estate that the Trustee deems, in his sole discretion, to be satisfactory. In the event of any such termination, no liability or obligations shall accrue to the estate or the Trustee, either personally or in the capacity as Trustee, as a result of any such termination. The Trustee reserves the right, in the Trustee's sole discretion, to not consummate the sale of the Property and to abandon the Property by serving a notice of the Trustee's intention to abandon the Property upon the Debtor and Debtor's counsel, all creditors, the United States Trustee, and all parties in interest. In the event of any such abandonment, the sale shall not be consummated and no liability or obligations shall accrue to the estate or to the Trustee, either personally or in the capacity as Trustee, as a result of any such abandonment. The Buyer's sole remedy in the event that escrow fails to close as a result of the Seller's inability to close escrow shall be a refund of the Deposit.

11. BANKRUPTCY COURT JURISDICTION. The U.S. Bankruptcy Court for the Central District of California shall have sole and exclusive jurisdiction to interpret and enforce the terms of this Agreement and Buyer hereby consents and submits to such exclusive jurisdiction. This Agreement shall be interpreted and enforced pursuant to the laws of the United States of America including the Bankruptcy Code, Title 11, United States Code.

12. "AS-IS," "WHERE-IS" CONDITION; NO WARRANTIES. Buyer acknowledges and agrees that, to the maximum extent permitted by law, the sale contemplated by this Agreement is made "as-is," "where-is," and "with all faults," except as specifically provided in this Agreement. Seller and Brokers and agents herein have not made, do not make, and specifically negate and disclaim any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, concerning or respecting (i) value of the Property; (ii) income to be derived from the Property; (iii) suitability of the Property, or lack thereof for any activity or use which Buyer may intend to conduct thereon, including any possibilities or limitations for future development; (iv) habitability, merchantability, marketability, profitability, or fitness for a particular purpose, of the Property, or lack thereof; (v) manner, quality, state of repair, or lack of repair of the Property; (vi) nature, quality, or condition of the Property, or any portion, system, or component thereof, including without limitation, water, soil, and geology; (vii) compliance of the Property or its operation, or lack thereof, with any laws, ordinances, regulations, rules, or orders of any applicable governmental authority or body; (viii) manner or quality of engineering, design, construction or materials, if any, incorporated into the Property; (ix) compliance or lack of compliance with any land use, building and safety, or other laws, ordinances, regulations, rules, orders, or other requirements imposed or enforced by any governmental or non-governmental body, including without limitation the Americans with Disabilities Act of 1990; (x) the presence or absence at, on, under, or adjacent to the Property, of materials described as "hazardous substances, hazardous materials, or toxic substances" or by similar terms under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S. Code §§9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S. Code §§1801, et seq.), the Resource Conservation and Recovery Act (42 U.S. Code §§6901, et seq.),

the Toxic Substance Control Act (15 U.S. Code §2601, et seq.), the Clean Water Act (33 U.S. Code §1251, et seq.), California Health and Safety Code §25117 or 25316), or other statutes and laws, all as amended and including all regulations issued thereunder; (xi) the content, completeness or accuracy of any Due Diligence materials or Preliminary Report regarding Title to the Property; (xii) the conformity or lack of conformity of the improvements to any plans or specifications for the Property, including any plans and specifications that may have been or may be provided to Buyer; (xiii) the conformity or lack of conformity of the Property to past, current, or future applicable zoning or building requirements; (xiv) any deficiency of any undershoring, drainage, or other aspects, systems, or components of or affecting the Property; (xv) the fact, if applicable, that all or a portion of the Property may be located on or near any natural hazard zone as determined by any governmental agency or body; (xvi) the existence of vested land use, zoning, or building entitlements affecting the Property or any other property; or (xvii) any other matter. Without in any manner limiting the foregoing, Buyer hereby acknowledges and agrees that (i) Seller's Broker, has provided (and will hereafter provide) to Buyer various materials and information relating to the Property, including, without limitation, information and materials relating to the condition of the Property, and (ii) all such materials and information so provided to Buyer by Seller's Broker shall, for all purposes of this Agreement, be deemed to have been disclosed to Buyer by the Seller, as well.

13. **BROKERS.** Brokers and agents herein have not and will not perform any inspections, investigations, or due diligence on behalf of Buyer unless otherwise specified herein. Buyer is informed that Buyer must arrange for any inspections and investigations desired by Buyer utilizing suitable third party professionals selected and compensated by Buyer. In no event shall Seller have any liability or responsibility for any representation, warranty, statement made, or information furnished by Brokers or agents herein, or any other person or entity, concerning the Property, this Agreement, or any other matter, unless expressly set forth in writing and signed personally by Seller.

14. **OPPORTUNITY TO INSPECT; BUYER'S SOLE RELIANCE.** Buyer represents, warrants, acknowledges, and agrees that Buyer has been given the opportunity to inspect and investigate the Property and all other facts and circumstances deemed by Buyer relevant and significant, and to review information and documentation affecting the Property. In deciding to proceed with the sale, Buyer is relying solely on Buyer's own inspections and investigation of the Property (including by any outside professionals whom Buyer has elected to engage for such services) and review of such information and documentation, and not on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information made available to Buyer or provided or to be provided by or on behalf of Seller with respect to the Property was obtained from a variety of sources and that neither Seller nor the Brokers and agents herein nor any other person has made or makes any representations as to the accuracy or completeness of such information. Buyer hereby fully and irrevocably releases all such sources and preparers of information and documentation affecting the Property which were retained or engaged by Seller or Brokers or agents from any and all claims that Buyer may now or hereafter have against such sources and preparers of information, for any costs, expenses, losses, liabilities, damages, demands, actions, or causes of action arising from any such information or documentation. **NEITHER SELLER NOR BROKERS HAVE PROVIDED OR WILL PROVIDE ANY LEGAL OR TAX ADVICE TO BUYER.** Buyer is informed that Buyer must obtain any such advice, if desired by Buyer, from independent professionals selected and

engaged by Buyer.

15. PHYSICAL, GEOLOGICAL, PEST CONTROL, AND ENVIRONMENTAL INSPECTIONS AND INVESTIGATIONS.

A. BUYER SHALL CONDUCT THOROUGH PHYSICAL, GEOLOGICAL, PEST CONTROL, AND ENVIRONMENTAL INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS MAY BE DETERMINED BY BUYER, THROUGH QUALIFIED PROFESSIONALS SELECTED BY BUYER. Seller and Brokers and agents herein strongly recommend that Buyer fully exercise and not waive such inspections and investigations.

B. Buyer shall select and employ, at Buyer's expense, a licensed engineer(s), architect(s), contractor(s), geologist(s), pest control licensee(s), environmental consultant(s), or other qualified professional(s) to make inspection(s) and investigations of the Property, including, but not limited to, (i) its general structure, plumbing, heating, air conditioning (if any), electrical system, built-in appliances, cesspool/sewer/septic system, well, roof, soils, foundation, mechanical systems, pool, spa, related equipment and filters, sprinklers, and those other matters affecting the desirability of the Property (all if and only to the extent any such structures, systems, and components are presently a part of the Property); (ii) any actual or potential wood destroying pests or other conditions damaging to the Property or any portion thereof; (iii) environmental hazards, substances, products, or conditions, including without limitation, asbestos, formaldehyde, lead, lead-based paint, contaminated soil or water, fuel, chemical storage tanks, hazardous waste, electromagnetic fields, and radon gas, any of which may constitute a health risk; (iv) the presence or absence of any required governmental permits, inspections, applications, approvals, and certificates of occupancy, and compliance or lack of compliance with building codes and laws applicable to the Property; (v) plans and specifications for the Property; (vi) all applicable zoning, municipal, county, state, and federal, including those affecting the past, current, or any future use of the Property; (vii) deed restrictions and other matters of public record which may govern, restrict, condition, or prohibit the use, alteration, or development of the Property; and (viii) generally, without limitation, any and all other items and matters of whatsoever nature, character, or description, which Buyer deems material to Buyer's interests, in, on, or affecting the Property; and to approve or disapprove said inspection within the period and in the manner set forth in this agreement.

16. COMPLETE AGREEMENT; NO OTHER REPRESENTATIONS OR WARRANTIES. Seller shall not be liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, contractor, or other person. Buyer further acknowledges and agrees Seller has no obligations to make repairs, replacements or improvements except as may otherwise be expressly stated herein. Without limiting any other provision hereof, Buyer represents, warrants and covenants to Seller that, except for Seller's express representations and warranties specified in this Agreement, Buyer is relying solely upon Buyer's own investigation of the Property. This Agreement is intended to be fully integrated and the final and complete statement of all agreements between Seller and Buyer concerning the Property and the sale of the Property.

17. **WRITTEN AFFIRMATION OF SELLER REQUIRED.** Buyer understands that Seller may continue to receive and respond to other offers on the Property and may be making several Counter-Offer concurrently containing the same or different terms. This Counter-Offer shall not be binding until accepted by Buyer and executed by Buyer and Seller on the signature page below; and then approved by Seller, in Seller's sole discretion, in the form of the Seller's Affirmation of Agreement attached hereto as Exhibit "A" which, if so executed by Seller, will constitute Seller's agreement that Seller will sell the Property to Buyer, subject to Bankruptcy Court approval, the continued marketing and overbidding through and including the date of the hearing on the motion to approve the sale of the Property, and the terms and conditions of this Agreement. Buyer further acknowledges that it would be imprudent and unrealistic to rely upon the expectation of entering into a binding agreement regarding the subject matter of this Counter-Offer prior to receipt of Seller's Affirmation of Agreement, and further represents to Seller that any efforts to complete due diligence, to negotiate or obtain financing, or to perform any of the obligations provided herein shall not be considered as evidence of binding intent without Seller's Affirmation of Agreement, and understands that **BUYER'S ACCEPTANCE HEREOF SHALL HAVE NO FORCE OR EFFECT PRIOR TO BUYER'S RECEIPT OF SUCH AFFIRMATION OF AGREEMENT SIGNED BY SELLER.**

18. **ATTORNEYS' FEES.** In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, each party shall bear his, her or its own fees and costs.

19. **ALL CASH.** Buyer is paying all cash. There shall be no loan contingency.

20. **PERSONAL PROPERTY.** Seller is not responsible for the removal of personal property located on the premises.

21. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, constitute one and the same Agreement. Signatures reproduced on a counterpart of this Agreement by electronic means, whether by facsimile or photographic or otherwise, will have the same force and effect as an original signature on a counterpart of this Agreement.

22. **MODIFICATIONS AND OTHER DOCUMENTS NECESSARY TO CONSUMMATE SALE.** This Agreement may only be modified by a writing signed by both Seller and Buyer which is approved by the Bankruptcy Court. Seller and Buyer will make and execute such other documents as one may reasonably require of the other which may be needed to consummate this Agreement.

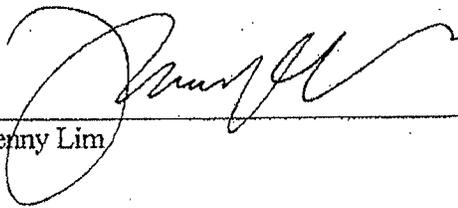
23. EXPIRATION OF COUNTER-OFFER. This Counter-Offer shall expire if not accepted by Buyer by delivering a copy hereof, fully signed and initialed by Buyer, to Seller on or before close of business May 22, 2016. Such acceptance shall nevertheless be subject to Paragraph 16.

AGREED AND ACCEPTED:

"BUYER"

Dated: 5/21/16

By:



Jenny Lim

"SELLER" (subject to Paragraph 16)

Dated: 5/20/16

By:



Richard K. Diamond, solely in his capacity as Chapter 7 Trustee for Robert Edward Rodriguez

EXHIBIT "A"

SELLER'S AFFIRMATION OF AGREEMENT

Seller hereby acknowledges Buyer's acceptance of the foregoing Counter-Offer and affirmatively agrees to sell the Property to Buyer on the terms and conditions of the foregoing Agreement, subject to Bankruptcy Court approval, continued marketing of the Property and overbidding through and including the hearing on the motion seeking approval of the sale. Seller shall revoke any other outstanding Counter-Offers made to other prospective buyers or make the same subject and subordinate to this agreement.

"SELLER"

Dated:

5/23/16

By:



Richard K. Diamond, solely in his capacity as Chapter 7 Trustee for Robert Edward Rodriguez

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 1900 Avenue of the Stars, 11th Floor, Los Angeles, CA 90067-4402.

A true and correct copy of the foregoing document entitled (*specify*): NOTICE OF SALE OF ESTATE PROPERTY will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On June 28, 2016 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page.

2. SERVED BY UNITED STATES MAIL: On June 28, 2016, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page.

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on June 28, 2016, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

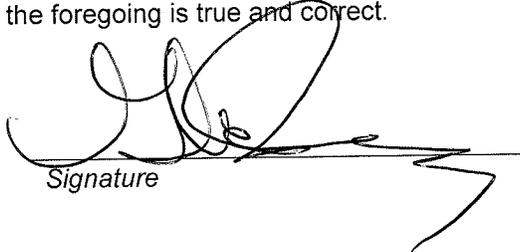
Via Personal Delivery (Alssi) – to be delivered 6/29/16
The Honorable Neil W. Bason
U.S. Bankruptcy Court
Roybal Federal Building
255 E. Temple Street
Bin outside of Suite 1552
Los Angeles, CA 90012

Service information continued on attached page.

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

June 28, 2016
Date

Gloria Ramos
Printed Name


Signature

ADDITIONAL SERVICE INFORMATION (if needed):

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

- Richard K Diamond (TR) RKDTrustee@dgdk.com, rdiamond@ecf.epiqsystems.com;DanningGill@Gmail.com
- Howard Kollitz on behalf of Trustee: HKollitz@DGDK.Com, DanningGill@gmail.com;hkollitz@ecf.inforuptcy.com
- Zev Shechtman on behalf of Trustee: zshechtman@dgdk.com, danninggill@gmail.com;zshechtman@ecf.inforuptcy.com
- Dheeraj K Singhal on behalf of Dheeraj K. Singhal and former Counsel to Debtor: dksinghal@dcdmlawgroup.com, dcdm@ecf.courtdrive.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov

2. SERVED BY U.S. MAIL

Debtor (Pro Se)

Robert Edward Rodriguez
15574 Garo Street
Hacienda Heights, CA 91745-2767

Proposed Buyer

Jenny Lim
1425 El Mirador Drive
Pasadena, CA 91103

Real Estate Broker

Thomas Burton Bluemel
Coldwell Banker
15 East Foothill Blvd.
Arcadia, CA 91006