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☐ *Individual appearing without attorney*
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FOR COURT USE ONLY

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION

In re:

DOUGLAS EDWARD LAUBE,

Debtor(s).

CASE NO.: 6:17-bk-16492-MJ

CHAPTER: 7

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 6/19/2018 **Time:** 10:00 a.m.

Location: Courtroom 301, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501

Type of Sale: ☒ Public ☐ Private **Last date to file objections**: 6/5/2018

Description of property to be sold: Real property located at 1668 Naranjo Court, Redlands, California 92374

Terms and conditions of sale: See attached Statement of Information in Compliance with LBR 6004-1(c)(3).

Proposed sale price: $495,000.00, subject to overbids

Overbid procedure (*if any*): Initial overbid of $500,000.00, minimum bid increments thereafter shall be $1,000.00
Overbids must be in wrting and received by the Trustee and her counsel on or before June 12, 2018 at 5:00 p.m.
Certified funds of at 3% of the overbid purchase price must be delivered. (See attached).

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

6/19/2018 at 10:00 a.m. California time
United States Bankruptcy Court
Courtroom 301
3420 Twelfth Street
Riverside, CA 92501

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, CA 92618
Telephone: (949) 340-3400
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Date: 05/29/2018

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY
Leonard M. Shulman - Bar No. 126349 Rika M. Kido - Bar No. 273780 SHULMAN HODGES & BASTIAN LLP 100 Spectrum Center Drive, Suite 600 Irvine, California 92618 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: LShulman@shbllp.com RKido@shbllp.com ☐ *Individual appearing without attorney* ☒ *Attorney for:* Lynda T. Bui, Chapter 7 Trustee	

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION

In re: DOUGLAS EDWARD LAUBE Debtor(s).	CASE NO.: 6:17-bk-16492-MJ CHAPTER: 7 **NOTICE OF MOTION FOR:** Chapter 7 Trustee's 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 363(f), Subject to Overbids, Combined With Notice of Bidding Procedures, et al. (***Specify name of Motion***) DATE: 06/19/2018 TIME: 10:00 am COURTROOM: Courtroom 301 PLACE: U.S. Bankruptcy Court 3420 Twelfth Street Riverside, CA 92501

1. TO (*specify name*): Debtor, Debtor's counsel, United States Trustee, all creditors and other parties in interest

2. NOTICE IS HEREBY GIVEN that on the following date and time and in the indicated courtroom, Movant in the above-captioned matter will move this court for an Order granting the relief sought as set forth in the Motion and accompanying supporting documents served and filed herewith. Said Motion is based upon the grounds set forth in the attached Motion and accompanying documents.

3. **Your rights may be affected**. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

4. **Deadline for Opposition Papers:** This Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose this Motion, you must file a written response with the court and serve a copy of it upon the Movant or Movant's attorney at the address set forth above no less than fourteen (14) days prior to the above hearing date. If you fail to file a written response to this Motion within such time period, the court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief.

5. **Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure:** The undersigned hereby verifies that the above hearing date and time were available for this type of Motion according to the judge's self-calendaring procedures.

Date: 05/29/2018

SHULMAN HODGES & BASTIAN LLP
Printed name of law firm

/s/ Rika M. Kido
Signature

Rika M. Kido
Printed name of attorney

Attachments:

(1) Statement of Information
(2) Sale Motion
(3) Proof of Service

Statement of Information in Compliance with LBR 6004-1(c)(3)

LBR 6004-1(c)(3) Requirement	Information
LBR 6004-1(c)(3)(A) Date, Time, and Place of hearing on the proposed sale:	Hearing Date and Time: June 19, 2018 at 10:00 a.m. Hearing Place: U.S. Bankruptcy Court, Courtroom 301 3420 Twelfth Street, Riverside, CA 92501
LBR 6004-1(c)(3)(B) Name and address of the proposed buyer:	Jennifer Nicole Chagolla and Matthew Leeds, 100 Lakeside Avenue, Redlands, CA 92373
LBR 6004-1(c)(3)(C) Description of the property to be sold:	Real property located at: 1668 Naranjo Court, Redlands, California 92374 ("Property")
LBR 6004-1(c)(3)(D) Terms and conditions of the proposed sale, including the price and all contingencies:	The Buyer has offered $495,000.00, subject overbid. The Buyer is paying all cash and is purchasing the Property "AS IS" without warranties of any kind, expressed or implied, being given by the Trustee, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Property.
LBR 6004-1(c)(3)(E) Whether the proposed sale is free and clear of liens, claims or interests, or subject to them, and a description of all such liens, claims or interests:	Attached as **Exhibit 3** to the Declaration of Lynda T. Bui annexed to the attached Sale Motion[1] is a true and copy of a Preliminary Title Report on the Property as of May 4, 2018 which details the liens encumbering the Property. The sale of the Property shall be free and clear of liens pursuant to Bankruptcy Code §§ 363(b)(and 363(f), with any liens and interests against the Property that are not released, paid in full, or otherwise resolved through escrow, to attach to the sale proceeds with the same force, effect, validity, and priority as such liens or interests had with respect to the Property prior to the sale, pending agreement with the lienholder or further Court order. The outstanding liens of Seterus and Chase Bank will be paid through escrow on the sale transaction in an amount as agreed to by the lienholders. Thus, these two liens will be released, discharged and terminated at the close of escrow and the liens will **not** attach to the sale proceeds. The liens of Nancie Underbrink ("Underbrink Lien") and David Stringer ("Stringer Abstract") are each subject to a bona fide dispute. The Trustee seeks to sell the Property free and clear of the Underbrink Lien and Stringer Abstract with such disputed liens to attach to the proceeds of the sale in the same validity and priority as prior to the sale pending agreement with the lienholder or further Court order.
LBR 6004-1(c)(3)(F) Whether the proposed sale is subject to higher and better bids:	The sale of the Property is subject to the Bidding Procedures set forth in the Sale Motion at pages 9 through 10.

[1] Attached here is the *Chapter 7 Trustee's Motion for Order: (1) Approving the Sale of Real Property of the Estate Pursuant to Bankruptcy Code §§ 363(b)(1) and 363(b)(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 Other Costs; and (3) Granting Related Relief;* and *Declaration of Lynda T. Bui* ("Sale Motion").

LBR 6004-1(c)(3) Requirement	**Information**
LBR 6004-1(c)(3)(G) Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale:	Purchase price of $495,000.00 or an amount as increased by successful overbid. All costs of sale, including escrow fees and real estate commissions will be paid at closing and are estimated to total approximately $39,600.00 (real estate commission plus 2% of the purchase price). The Estate and the Buyer will each pay their own escrow fees as is customary in the County where the Property is located. Through the sale, after payment of the costs of sale and non-disputed liens, the Trustee estimates to generate net proceeds of approximately $175,333.60[2].
LBR 6004-1(c)(3)(H) If authorization if sought to pay commission, the identity of the auctioneer, broker, or sales agent and the amount or percentage of the proposed commission to be paid:	On March 7, 2018 the Trustee filed an application to employ the Broker to assist in marketing the Property for sale, which was approved by Court order entered on March 29, 2018 (docket 50). Under the listing agreement, the Broker is entitled to a commission on the sale in an amount not to exceed 6% of the purchase price to be split between the Trustee's Broker and Selling Broker. (The Buyer's Selling Broker is Real Estate Masters & Associates through its sales agent Brooke Bailey). The Trustee has requested and the Broker has agreed to a 1% carve-out from the commission for the benefit of the Estate.
LBR 6004-1(c)(3)(I) A description of the estimated or possible tax consequences to the Estate, if known, and how any tax liability generated by the sale of the property will be paid:	The Trustee has communicated with her proposed accountant and believes there will be some tax liability from the sale based on the Property's tax basis of $343,000.00. The capital gains taxes may total approximately $20,000.00. This tax liability will be paid from the proceeds of the sale.
LBR 6004-1(c)(3)(J) Date which objection must be filed and served:	Objections, if any, must be filed and served 14 days prior to the Hearing Date (or by June 5, 2018).

[2] The Debtor claimed the Homestead Exemption (defined in the Sale Motion) in the Property but the Trustee has filed the Homestead Exemption Motion (defined in the Sale Motion) scheduled for hearing on June 5, 2018.

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Attorneys for Lynda T. Bui,
Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION

In re **DOUGLAS EDWARD LAUBE,** Debtor.	Case No. 6:17-bk-16492-MJ 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;** **(3) APPROVING TURNOVER OF REAL PROPERTY OF THE ESTATE; AND** **(4) GRANTING RELATED RELIEF;** **MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATION OF LYNDA T. BUI** **[Real Property located at:** **1668 Naranjo Court, Redlands, CA 92374]** **Hearing Date:** Date: June 19, 2018 Time: 10:00 a.m. Place: Courtroom 301 United States Bankruptcy Court 3420 Twelfth Street Riverside, CA 92501

TABLE OF CONTENTS

Page

I. BACKGROUND 5
A. The Bankruptcy Case 5
B. The Property 5
C. Treatment of Liens and Encumbrances Through the Sale 6
D. Broker Employment, Marketing Efforts and Basis for Value of the Property 8
E. Terms of Sale 8
F. Approval of the Bidding Procedures. 9
G. Tax Consequences 10
II. ARGUMENT 11
A. The Property is Property of the Debtor's Bankruptcy Estate 11
B. There is a Good Business Reason for the Sale and the Sale is in the Best Interest of the Estate. 12
C. The Proposed Sale Should be Allowed Free and Clear of Liens. 13
1. Section 363(f)(2) – Consent. 13
2. Section 363(f)(3) – Price Greater than Value. 14
3. Section 363(f)(4) – Bona Fide Dispute. 14
D. Request for Payment of Real Estate Commission to Broker. 14
E. The Court Has the Authority to Approve the Bidding Procedures 15
F. The Court Has the Authority to Waive the Fourteen-Day Stay of Sale. 15
G. The Court Should Order Turn Over of the Property. 15
III. CONCLUSION 16
DECLARATION OF LYNDA T. BUI 18

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TABLE OF AUTHORITIES

Page

CASES

Askanase v. LivingWell, Inc.,
45 F.3d 103, 106 (5th Cir. 1995) 11

Cutter v. Seror (In re Cutter),
398 B.R. 6, 19 (9th Cir. B.A.P. 2008) 11

In re Atwood,
124 B.R. 402 (Bankr. S.D. Ga. 1991) 14

In re Lionel Corp.,
722 F.2d 1063, 1069 (2d Cir. 1983) 12

In re Milford Group, Inc.,
150 B.R. 904 (Bankr. M.D. Pa. 1992) 14

In re Sherry & O'Leary, Inc.,
148 B.R. 248, 256 (Bankr. W.D. Pa. 1992) 15

In re Weiss-Wolf, Inc.,
60 B.R. 969, 975 (Bankr. S.D.N.Y. 1986) 15

In re Wilde Horse Enterprises, Inc.,
136 B.R. 830, 841 (Bankr. C.D. Cal. 1991) 12

In re Yonikus,
996 F.2d 866 (7th Cir. 1993) 11

United States v. Rauer,
963 F.2d 1332 (10th Cir. 1992) 11

STATUTES

11 U.S.C. § 363(b) 12

11 U.S.C. § 105(a) 15

11 U.S.C. § 328 14

11 U.S.C. § 328(a) 14

11 U.S.C. § 363(b)(1) 15

11 U.S.C. § 363(f) 13

11 U.S.C. § 363(f)(2) 13

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11 U.S.C. § 363(f)(3) 13, 14
11 U.S.C. § 363(f)(4) 13
11 U.S.C. § 541 11
11 U.S.C. § 541(a) 11
11 U.S.C. § 541(a)(1) 11
11 U.S.C. § 542(a) 15
11 U.S.C. § 704 12
11 U.S.C. § 704(a) 12

RULES

Federal Rule of Bankruptcy Procedure 6004(h) 15, 17
Local Bankruptcy Rule 6004-1(c)(2)(C) 11

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TO THE HONORABLE MEREDITH A. JURY, UNITED STATES BANKRUPTCY JUDGE, THE DEBTOR, THE OFFICE OF THE UNITED STATES TRUSTEE, AND OTHER PARTIES-IN-INTEREST:

Lynda T. Bui, solely in her capacity as the Chapter 7 Trustee ("Trustee") for the bankruptcy estate ("Estate") of Douglas Edward Laube ("Debtor"), brings this 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 (3) Granting Related Relief ("Sale Motion"), and respectfully represents as follows:

I. BACKGROUND

A. The Bankruptcy Case

The Debtor filed a chapter 7 bankruptcy petition on August 4, 2017 ("Petition Date"), in the United States Bankruptcy Court, Central District of California, Case No. 6:16-bk-20368-MJ.

Attached as **Exhibit 1** to the Declaration of Lynda T. Bui ("Bui Declaration") is a true and correct copy of the Debtor's voluntary petition which lists his primary residence as 1668 Naranjo Court, Redlands, California 92374 ("Property"), but lists his mailing address as 725 Chestnut Avenue, Redlands, CA 92373.

The last day to timely file proof of claims in this case was December 18, 2017. Government claims were due by January 31, 2018. The Court's claims register indicates there have been five general unsecured claims filed totaling $57,772.77.

B. The Property

On his Schedules A/B, C and D (docket 1), the Debtor (i) listed his interest in the Property and valued it at $485,000.00, (ii) claimed an exemption in the Property in the amount of $175,000.00 pursuant to C.C.P. § 704.730 ("Homestead Exemption"), and (iii) listed the following three liens totaling $301,531.04: (1) first deed of trust in favor of Seterus in the amount of $52,632.04 ("Seterus DOT"), (2) second deed of trust in favor of JPMorgan Chase Bank ("Chase Bank") in the amount of $201,571.0 ("Chase DOT"), and (3) third deed of trust in favor of Nancie

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J. Underbrink ("Underbrink") in the amount of $47,328.00 ("Underbrink Lien"). Attached as **Exhibit 2** to the Bui Declaration are true and correct copies of the Debtor's Schedules A/B, C and D.

Attached as **Exhibit 3** to the Bui Declaration is a true and copy of a Preliminary Title Report on the Property as of May 4, 2018 ("Title Report") which details how title is vested for the Property and the liens encumbering the Property.

The Title Report lists vesting for the Property as the Debtor, as the trustee of "The Family Trust of Douglas E. Laube dated Sep. 08, 2004" ("Trust"). The Trustee is advised that the Trust is a revocable family trust and the Debtor is the trustee of the Trust. On October 4, 2017, Debtor's counsel provided the Trustee's office with a copy of the "Family Trust of Douglas E. Laube" ("Trust"). True and correct copies of the relevant portions[1] of the Trust are attached to the Bui Declaration as **Exhibit 4**.

C. <u>Treatment of Liens and Encumbrances Through the Sale</u>

All costs of sale, including escrow fees and real estate commissions will be paid at closing. The Seterus DOT and Chase DOT will be paid through escrow on the sale transaction in an amount as agreed to by current beneficiaries. Thus, these liens will be released, discharged and terminated at the close of escrow and the Seterus DOT and Chase DOT will **<u>not</u>** attach to the sale proceeds.

The Underbrink Lien is the subject of a bona fide dispute. Specifically, on May 16, 2018, the Trustee filed a Complaint for (1) Avoidance of Intentional Fraudulent Transfers and Recovery of Same [11 U.S.C. §§ 544, 548, 550; Cal. Civ. Code §§ 3439.04, 3439.07, 3439.08, 3439.09]; (2) Avoidance of Constructive Fraudulent Transfers and Recovery of Same [11 U.S.C. §§ 544, 548, 550; Cal. Civ. Code §§ 3439.04, 3439.05, 3439.07, 3439.08, 3439.09]; (3) Preservation of Avoided Transfers [11 U.S.C. § 551]; (4) Disallowance of Claims [11 U.S.C. § 502(d)]; and (5) Unjust Enrichment [11 U.S.C. § 105], commencing Adversary Case No. 6:18-ap-01118-MJ. As it is the subject of a bona fide dispute, pursuant to 11 U.S.C. §§ 363(b)(1) and (f)(4), the Trustee

[1] Out of privacy concerns, Exhibit 4 includes the relevant portions of the Trust. An entire copy of the Trust may be provided to the Court upon request.

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seeks to sell the Property free and clear of the Underbrink Lien with such disputed lien to attach to the proceeds of the sale in the same validity and priority as prior to the sale pending agreement with the lienholder or further Court order.

The Trustee is advised that there may be a fourth lien against the Property in favor of David Stringer ("Stringer") relating to a judgment against the Debtor in the original amount of $12,928.96. Attached as **Exhibit 5** to the Bui Declaration is a true and correct copy of the Abstract of Judgment recorded on June 17, 2014 with the San Bernardino County Recorder, recording number 2014-0217637 ("Stringer Abstract"). As of May 23, 2018, the amount due on the Stringer Abstract is estimated to be $18,536.26. The Trustee is advised that David Stringer was a California attorney who, according to the California State Bar records, is deceased. The Stringer Abstract is also subject to a bona fide dispute. The Trustee disputes the validity of the Stringer Abstract on grounds that the underling action giving rise to the lien may not have been properly served on the Debtor. The Stringer Abstract indicates that the summons or notice of entry of sister-state judgment was personally served or mailed to the Debtor at the address of 406 W. Simpson, Lafayette, Colorado 80026. The Debtor's Statement of Financial Affairs state that during the three years prior to the August 4, 2017 Petition Date, the Debtor did not live anywhere other than the addresses listed on the voluntary petition. Attached as **Exhibit 6** to the Bui Declaration is a true and correct copy of the Debtor's Statement of Financial Affairs. Resolving disputes related to the Stringer Abstract prior to the sale of the Property will likely take substantial time, effort and expense. As such, the Trustee requests authority to sell the Property free and clear of the Stringer Abstract. Following closing of the sale, if the Stringer Abstract has not been resolved, it shall attach to the sale proceeds with the same force, effect, validity, and priority as such liens or interests had with respect to the Property prior to the sale, pending agreement with Stringer or his estate or further Court order.

On May 15, 2018, the Trustee filed a Motion Objecting to Debtor's Claimed Homestead Exemption (docket 58) ("Homestead Exemption Motion") on the grounds that there is insufficient evidence that he physically occupied the Property on the Petition Date and the Debtor is unable to

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demonstrate that he had the requisite intent to reside at the Property. A hearing on the Homestead Exemption Motion is scheduled for June 5, 2018.

D. <u>Broker Employment, Marketing Efforts and Basis for Value of the Property</u>

The Trustee is advised that ReMax Advantage ("Broker") signed a listing agreement for the Property with Debtor on or about August 25, 2017. On March 7, 2018 the Trustee filed an application to employ the Broker to assist in marketing the Property for sale, which was approved by Court order entered on March 29, 2018 (docket 50). As such, the Property has been on the market since August 2017.

The Trustee's listing agreement with the Broker provides for a real estate commission to be paid of six percent (6%) of the sale price. The Trustee has requested and Broker has agreed to a one percent (1%) carve-out from the commission for the benefit of the Estate.

The Trustee received six offers for the Property. The Trustee submitted counter-offers on four of the offers. In March 2018, one of the interested buyers accepted the Trustee's counter-offer, but cancelled the offer before the contingency period expired. The offer from the Buyer (defined below) is the best and highest offer received for the Property. The Buyer's offer is the result of negotiations between the Trustee and the Buyer for the highest and best offer.

The Estate does not have the funds to obtain a formal written appraisal for the estimated value of the Property. The Broker is experienced in the sale of real property as well as property valuations and is familiar with valuing real property in today's economic environment. The Broker viewed the Property and believed that it had a fair market value that supported a list price of $505,000.00. The listing price was determined on comparable sales of similar properties in the area and the condition of the Property.

The Trustee believes that the proposed sale, subject to overbids, will be at fair market value. Given that the sale is subject to overbids, it is anticipated the Trustee will receive the best and highest value for the Property and the proposed sale price is fair and reasonable.

E. <u>Terms of Sale</u>

Jennifer Nicole Chagolla and Matthew Leeds (collectively "Buyer") have offered to purchase the Property for $495,000.00, subject to overbids. Attached as **Exhibit 7** to the Bui

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Declaration is a true and correct copy of the Residential Purchase Agreement and Joint Escrow Instructions and related addendum (collectively the "Agreement"). Through the Sale Motion, the Trustee seeks a Court order authorizing the sale of the Property free and clear of liens, on an "as-is, where-is" condition with no representation and warranties, and subject to overbids.

F. <u>Approval of the Bidding Procedures.</u>

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

1. Potential bidders must bid an initial amount of at least $5,000 over the Purchase Price, or $500,000.00. Minimum bid increments thereafter shall be $1,000. The Trustee shall have sole discretion in determining which overbid is the best for the Estate and will seek approval from the Court of the same.

2. Bids must be in writing and be received by the Trustee or her counsel, Rika M. Kido, on or before **5:00 p.m. (California time) on June 12, 2018 (seven days prior to the hearing on this Sale Motion).** Bids must be accompanied by certified funds in an amount equal to three percent of the overbid purchase price.

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

4. The bidder must seek to acquire the Property on terms and conditions not less favorable to the Estate than the terms and conditions to which the Buyer has agreed to purchase the Property as set forth in the Agreement with the Buyer including no contingencies and closing on the sale in the same time parameters as the Buyer.

5. All competing bids must acknowledge that the Property is being sold on an "AS IS" basis without warranties of any kind, expressed or implied, being given by the Seller, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Property. The competing bid buyer must represent and warrant that he/she is purchasing the Property as a result of their own investigations and are not buying the Property pursuant to any representation made by any broker, agent, accountant, attorney or employee acting at the direction, or on the behalf of the Seller. The competing bidder must acknowledge that he/she has inspected the Property, and upon closing of Escrow governed by the Agreement, the Buyer forever waives, for himself/herself, their heirs, successors and assigns, all claims against the Debtors, their attorneys, agents and employees, the Debtor's Estate, Lynda T. Bui as Trustee and individually, and the law firm of which she is associated, Shulman Hodges & Bastian LLP, her agents and employees, arising or which might otherwise arise in the future concerning the Property.

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6. If overbids are received, the final bidding round shall be held at the hearing on the Sale Motion (**June 19, 2018 at 10:00 a.m., California Time, at the U.S. Bankruptcy Court, Courtroom 301, 3420 Twelfth Street, Riverside, California 92501)**, or if rescheduled, upon telephonic notice to the Buyer and the parties having submitted overbids in order to allow all potential bidders the opportunity to overbid and purchase the Property. At the final bidding round, the Trustee in the exercise of her business judgment and subject to Court approval, accept the bidder who has made the highest and best offer to purchase the Property, consistent with the Bidding Procedures ("Successful Bidder").

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

8. In the event the Successful Bidder fails to close on the sale of the Property within the time parameters approved by the Court, the Trustee shall retain the Successful Bidder's Deposit and will be released from the 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.

9. In the event First Back-Up Bidder fails to close on the sale of the Property within the time parameters approved by the Court, the Trustee shall retain the First Back-Up Bidder's Deposit and will be released from his obligation to sell the Property to the First Back-Up Bidder and the Trustee may then sell the Property to the Second Back-Up Bidder approved by the Court.

The Bidding Procedures will be provided to all creditors and any potential bidders or parties who have shown an interest in the Property. A Notice of Sale of Estate Property will be filed with the Court for posting on the Court's website under the link "Current Notices of Sales", which affords notice to additional potential interested parties. The Broker will update the Multiple Listing Service to reflect the Bidding Procedures. Based on this, the Trustee believes that under the circumstances of this case, the Property will have been appropriately marketed for bidding.

G. <u>Tax Consequences</u>

The Trustee has communicated with her proposed accountant and believes there will be tax liability from the sale based on the Property's tax basis of $343,000.00. The capital gains taxes may total approximately $20,000.00.[2] This tax liability will be paid from the proceeds of the sale.

[2] This is a conservative estimate and the Trustee needs additional information from the Debtor regarding any improvements made to the Property, as any improvements would reduce the amount of the tax liability.

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II. ARGUMENT[3]

A. The Property is Property of the Debtor's Bankruptcy Estate

Section 541 of the Bankruptcy Code provides in part as follows:

> (a) The commencement of a case under section 301, 302 or 303 of this title creates an estate. Such estate is comprised of all the following property, wherever located and by whomever held:
>
> > (1) Except as provided in subsection s (b) and (c)(2) of this section, all legal or equitable interests of the debtor in property as of the commencement of the case.

See 11 U.S.C. § 541(a)(1). Section 541 of the Bankruptcy Code is broadly construed to include all property interests, whether reachable by state-law creditors or not, and whether vested or contingent. *United States v. Rauer*, 963 F.2d 1332 (10th Cir. 1992); *In re Yonikus*, 996 F.2d 866 (7th Cir. 1993) (virtually all property of debtor becomes property of estate; in fact, every conceivable interest of debtor, including future, non-possessory, contingent, speculative, and derivative, is within the scope of Section 541). The Property belongs to the bankruptcy estate as set forth in Section 541(a) of the Bankruptcy Code.

In this case, pursuant to the Title Report, title of the Property is held in the name of the Debtor as the trustee of the Trust. The Trust is a revocable trust. The assets in such a trust are property of the Debtor's estate. *See Cutter v. Seror (In re Cutter)*, 398 B.R. 6, 19 (9th Cir. B.A.P. 2008)(holding that "powers that a debtor who is trustee of a trust may exercise for his or her own benefit become property of the estate"); *Askanase v. LivingWell, Inc.*, 45 F.3d 103, 106 (5th Cir. 1995)(finding that "any interest which a debtor retains in a trust is property of the estate, including the power to amend the trust and the power to revoke a revocable trust and recover the remaining funds in the trust for the benefit of creditors"). The fact that the Trust is revocable by the Debtor means that it does not shield his assets from the rights of his creditors. In addition, the Debtor scheduled the Property on his Schedule A, indicating that he owns the Property and not any other separate entity. Therefore, the Property held in the Trust is property of the Estate.

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[3] Although Local Bankruptcy Rule 6004-1(c)(2)(C) does not require that a memorandum of points and authorities be filed in support of the Motion, the Trustee is nevertheless submitting one.

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As such, the Trustee requests that the Court order that the Trust is hereby revoked such that the Property is converted to an asset of the Estate.

B. <u>There is a Good Business Reason for the Sale and the Sale is in the Best Interest of the Estate.</u>

The duties of a trustee in a Chapter 7 filing are enumerated in 11 U.S.C. § 704, which provides in relevant part as follows:

> (a) The trustee shall—
>
> (1) collect and reduce to money the property of the estate for which such trustee serves, and close such estate as expeditiously as is compatible with the best interests of parties in interest;
>
> (2) be accountable for all property received;

11 U.S.C. § 704(a).

Further, the Trustee, after notice and hearing, may sell property of the estate. 11 U.S.C. § 363(b). Courts ordinarily will approve a proposed sale if there is a good business reason for the sale and the sale is in the bests interests of the estate. *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983). In this case, the sale is anticipated to net the Estate $175,333.60 as follows (amounts are estimated):

Sale Price (or an amount as increased by overbid)	$495,000.00
Less costs of sale, including real estate commission (estimated at 8%)	($39,600.00)
Less property taxes (pro-rata) (estimated)	($2,600.00)
Less capital gains tax liability (estimated)	($20,000.00)
Less payoff to the first trust deed holder, Seterus (estimated) (account statement as of October 13, 2017)	($48,443.31)
Less payoff to the second trust deed holder Chase Bank (estimated) (payoff amount as of May 28, 2018)	($209,023.09)
Less payoff to third trust deed holder, Underbrink (estimated at $47,328.00; as it is subject to a bona fide dispute, pursuant to Bankruptcy Code §§ 363(b)(1) and (f)(4), the Trustee seeks to sell the Property free and clear of this lien with such disputed lien to attach to the proceeds of the sale in the same validity and priority as prior to the sale pending agreement with the lienholder or further Court order)	($0.00)
Less payoff for Stringer Abstract (estimated as $18,557.52 as of 5/29/18) as it is subject to a bona fide dispute, pursuant to Bankruptcy Code §§ 363(b)(1) and (f)(4), the Trustee seeks to sell the Property free and clear of this lien with such disputed lien to attach to the proceeds of the sale in the same validity and priority as prior to	($0.00)

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the sale pending agreement with the lienholder or further Court order)	
Estimated net sale proceeds (to which the disputed liens of Underbrink and Stringer will attach in the same validity and priority as prior to the sale pending agreement with the lienholder or further Court order.) [The estimated net sale proceeds may increase as the Trustee and the Broker have agreed to a one percent (1%) carve-out from the commission for the benefit of the Estate.]	**$175,333.60**[4]

The Trustee believes that, from the net sale proceeds, she will be able to make a meaningful distribution to unsecured creditors in this case.

C. <u>The Proposed Sale Should be Allowed Free and Clear of Liens.</u>

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

> (1) applicable non-bankruptcy law permits a sale of such property free and clear of such interest;
>
> (2) such entity consents;
>
> (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
>
> (4) such interest is in bona fide dispute; or
>
> (5) such entity could be compelled, in a legal or equitable proceeding, to accept money satisfaction of such interest.

11 U.S.C. § 363(f). Section 363(f) is written in the disjunctive and thus only one of the enumerated conditions needs to be satisfied for Court approval to be appropriate. The Trustee proposes to sell under sections 363(f)(2), 363(f)(3) and 363(f)(4).

1. <u>Section 363(f)(2) – Consent.</u>

The sale of the Property is proper pursuant to Section 363(f)(2). With respect to the Seterus DOT and the Chase DOT, each will be paid through escrow on the sale in the amount consented to by the lienholders. Based on their consent to the sale, the Trustee will have satisfied Section 363(f)(2).

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[4] The Debtor claimed the Homestead Exemption in the Property but the Trustee has filed the Homestead Exemption Motion scheduled for hearing on June 5, 2018.

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2. Section 363(f)(3) – Price Greater than Value.

The sale of the Property is proper pursuant to Section 363(f)(3). The sale price is for a sum that is greater than the aggregate value of the non-disputed liens listed in the Title Report.

3. Section 363(f)(4) – Bona Fide Dispute.

A bona fide dispute has been defined by *In re Atwood*, 124 B.R. 402 (Bankr. S.D. Ga. 1991) as a "genuine issue of material fact that bears upon the debtor's liability, or meritorious contention as to the application of law to undisputed facts." *Id.* at 407. In *In re Milford Group, Inc.*, 150 B.R. 904 (Bankr. M.D. Pa. 1992), the court stated it need not resolve a bona fide dispute, but must determine whether the issues presented are genuine as to the existence of a bona fide dispute. In doing so, the court in *Milford* found that the debtor had met its burden to establish cause for the court to allow for the sale of the property, free and clear of liens.

In this case, as provided above, the Underbrink Lien and the Stringer Abstract are each the subject of a bona fide dispute. Requiring resolution of those issues before the sale of the Property may likely take substantial time, effort and expense by the parties. The need to resolve the disputed liens, however, should not hinder, delay, or in any way inhibit the Trustee's efforts to maximize the value of the sale of Property for the Estate. To the extent there are unresolved liens at closing, the Trustee proposes to sell the Property free and clear of such liens under Section 363(f)(4).

D. Request for Payment of Real Estate Commission to Broker.

Section 328 of the Bankruptcy Code allows employment of a professional person under Section 327 "on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." 11 U.S.C. § 328(a). Through this Motion, the Trustee seeks authorization to pay a real estate broker commission in the amount of five percent (5%) of the purchase price (or $24,750.00) and a carve-out of one percent (1%) for the Estate (or $4,950.00) so as to not exceed a total of six percent (6%) of the final purchase price.

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E. <u>The Court Has the Authority to Approve the Bidding Procedures</u>

Implementing the Bidding Procedures is an action outside of the ordinary course of the business. Section 363(b)(1) of the Bankruptcy Code provides that a trustee "after notice and hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Furthermore, under Bankruptcy Code Section 105(a), "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Thus, pursuant to Sections 363(b)(1) and 105(a) of the Bankruptcy Code, this Court may approve the Bidding Procedures, which will assist the Trustee to obtain the best possible price on the best possible terms for the Property.

F. <u>The Court Has the Authority to Waive the Fourteen-Day Stay of Sale.</u>

Federal Rule of Bankruptcy Procedure 6004(h) provides that "[a]n order authorizing the use, sale or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the Court orders otherwise." Fed. Rule Bankr. P. 6004(h). The Trustee desires to close the sale of the Property as soon as practicable after entry of an order approving the sale. Accordingly, the Trustee requests that the Court, in the discretion provided it under Federal Rule of Bankruptcy Procedure 6004(h), waive the fourteen-day stay requirement.

G. <u>The Court Should Order Turn Over of the Property.</u>

Bankruptcy Code Section 542(a) provides that:

> Except as provided in subsection (c) or (d) of this section, an entity other than a custodian, in possession, custody, or control during the case, of property that the trustee may use, sell, or lease under section 363 of this title, or that the debtor may exempt under section 522 of this title, shall deliver to the trustee, and account for, such property or the value of such property, unless such property is of inconsequential value or benefit to the estate.

11 U.S.C. § 542(a) (2000) (emphasis added).

The following must be established in order for the Trustee to prevail in a turnover action: (1) that the asset in question is property of the debtor's bankruptcy estate; and (2) that the Trustee is entitled to use, sell, or lease the assets. See, *In re Sherry & O'Leary, Inc.*, 148 B.R. 248, 256 (Bankr. W.D. Pa. 1992); *see also, In re Weiss-Wolf, Inc.*, 60 B.R. 969, 975 (Bankr. S.D.N.Y. 1986).

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Our of an abundance of caution, the Trustee is requesting turnover of the Property, so that the Trustee may close on the sale of the Property. As provided above, the Property is property of the Estate pursuant to Section 541(a) of the Bankruptcy Code and is property that the Trustee may sell (as requested in this Sale Motion). The Broker recently advised the Trustee that the Debtor may be spending nights at the Property. To the extent that the Debtor has been recently occupying the Property, he needs to turnover the Property prior to the close of escrow such that the Trustee may close on the sale of the Property.

Accordingly, the Trustee requests that the order approving the sale provides that (i) the Debtor or any occupants of the Property are to immediately vacate the Property; (ii) in the event the Debtor or any occupants of the Property fail to immediately vacate, the Trustee shall be entitled to the issuance of a writ of possession for the Property; and (iii) the United States Marshal or other appropriate law enforcement officer may enforce such writ.

III. CONCLUSION

Based on the reasons set forth above, the Trustee respectfully request submits that good cause exists for granting the Sale Motion and requests that the Court enter an order as follows:

1. Deeming the Trust revoked such that the Property is property of the Estate.

2. Approving the Bidding Procedures set forth above for the sale of the Property.

3. Authorizing the Trustee to sell the Property on an as-is, where-is basis, without any warranties or representations, to the Buyer (or Successful Bidder) pursuant to the terms and conditions as set form in the Agreement attached as **Exhibit 7** to the Bui Declaration.

4. Authorizing the sale of the Property free and clear of liens, with liens not satisfied through the sale, including the Underbrink Lien and Stringer Abstract, to attach to the sale proceeds in the same validity and priority as prior to the closing of the sale.

5. Authorizing the Trustee to sign any and all documents convenient and necessary in pursuit of the sale, including but not limited to any and all conveyances contemplated by the Agreement attached as **Exhibit 7** to the Bui Declaration.

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6. Approving the payment of the real estate commission of five percent (5%) to be split between the Trustee's Broker and the Buyer's broker, and a carve-out of one percent (1%) for the Estate, so as to not exceed a total of six percent (6%) of the final purchase price.

7. Authorizing the Trustee to pay the following from the sale proceeds through escrow on the sale of the Property: (i) all real property taxes, (ii) all amounts owed to Seterus and Chase Bank, and (iii) escrow fees and other costs of sale to be split between the Buyer and the Estate in the manner customary in San Bernardino County, California.

8. Determining that the Buyer is in good faith pursuant to Bankruptcy Code Section 363(m).

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

10. So that the Trustee may close on the sale of the Property, ordering that (a) the Debtor or any occupants of the Property are to immediately vacate the Property; (b) in the event the Debtor or any occupants of the Property fail to immediately vacate, the Trustee shall be entitled to the issuance of a writ of possession for the Property; and (c) the United States Marshal or other appropriate law enforcement officer may enforce such writ.

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

Respectfully submitted,

Dated: May 29, 2018

SHULMAN HODGES & BASTIAN LLP

/s/ Rika M. Kido

Leonard M. Shulman
Rika M. Kido
Attorneys for Lynda T. Bui, Chapter 7 Trustee
for the bankruptcy estate of
In re Douglas Edward Laube, Case No. 6:17-bk-16492-MJ

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DECLARATION

DECLARATION OF LYNDA T. BUI

I, Lynda T. Bui, declare and state as follows:

1. I am the duly appointed, qualified and acting Chapter 7 trustee for the bankruptcy estate of Douglas Edward Laube ("Debtor"). 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 am familiar with the Debtor's bankruptcy case and 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 (3) Granting Related Relief* ("Sale Motion"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Sale Motion.

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

4. Attached here as **Exhibit 1** is a true and correct copy of the Debtor's voluntary petition which lists the Property as his primary residence but lists his mailing address as 725 Chestnut Avenue, Redlands, CA 92373.

5. Attached here as **Exhibit 2** are true and correct copies of the Debtor's Schedules A/B, C and D.

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6. Attached here as **Exhibit 3** is true and copy of the Preliminary Title Report on the Property as of May 4, 2018 ("Title Report"). The Title Report identifies the liens and encumbrances against the Property. The Title Report lists vesting for the Property as the Debtor, as the trustee of "The Family Trust of Douglas E. Laube dated Sep. 08, 2004" ("Trust"). I am advised that the Trust is a revocable family trust and the Debtor is the trustee of the Trust. On October 4, 2017, Debtor's counsel provided my office with a copy of the Trust. A true and correct copy of the relevant portions[5] of the Trust are attached to here as **Exhibit 4**.

7. The Seterus DOT and Chase DOT will be paid through escrow on the sale transaction in an amount as agreed to by current beneficiaries. Thus, these liens will be released, discharged and terminated at the close of escrow and the Seterus DOT and Chase DOT will **not** attach to the sale proceeds.

8. The Underbrink Lien is the subject of a bona fide dispute. Specifically, on May 16, 2018, with the assistance of counsel, I filed a Complaint for (1) Avoidance of Intentional Fraudulent Transfers and Recovery of Same [11 U.S.C. §§ 544, 548, 550; Cal. Civ. Code §§ 3439.04, 3439.07, 3439.08, 3439.09]; (2) Avoidance of Constructive Fraudulent Transfers and Recovery of Same [11 U.S.C. §§ 544, 548, 550; Cal. Civ. Code §§ 3439.04, 3439.05, 3439.07, 3439.08, 3439.09]; (3) Preservation of Avoided Transfers [11 U.S.C. § 551]; (4) Disallowance of Claims [11 U.S.C. § 502(d)]; and (5) Unjust Enrichment [11 U.S.C. § 105], commencing Adversary Case No. 6:18-ap-01118-MJ. As it is the subject of a bona fide dispute, I seek to sell the Property free and clear of the Underbrink Lien with such disputed lien to attach to the proceeds of the sale in the same validity and priority as prior to the sale pending agreement with the lienholder or further Court order.

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[5] Out of privacy concerns, Exhibit 4 includes the relevant portions of the Trust. An entire copy of the Trust may be provided to the Court upon request.

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9. I am advised that there may be a fourth lien against the Property in favor of David Stringer ("Stringer") relating to a judgment against the Debtor in the original amount of $12,928.96. Attached here as **Exhibit 5** is a true and correct copy of the Abstract of Judgment recorded on June 17, 2014 with the San Bernardino County Recorder, recording number 2014-0217637 ("Stringer Abstract"). I am advised that David Stringer was a California attorney that is deceased according to the California State Bar records. The Stringer lien is also subject to a bona fide dispute. I dispute the validity of the Stringer Abstract on grounds that the underlying action giving rise to the lien may not have been properly served on the Debtor. The Stringer Abstract indicates that the summons or notice of entry of sister-state judgment was personally served or mailed to the Debtor at the address of 406 W. Simpson, Lafayette, Colorado 80026. The Debtor's Statement of Financial Affairs state that during the three years prior to the August 4, 2017 Petition Date, the Debtor did not live anywhere other than the addresses listed on the voluntary petition. Attached here as **Exhibit 6** is a true and correct copy of the Debtor's Statement of Financial Affairs. Resolving disputes related to the Stringer Abstract prior to the sale of the Property will likely take substantial time, effort and expense. As such, I request authority to sell the Property free and clear of the Stringer Abstract. Following closing of the sale, if the Stringer Abstract has not been resolved, it shall attach to the sale proceeds with the same force, effect, validity, and priority as such liens or interests had with respect to the Property prior to the sale, pending agreement with Stringer or his estate or further Court order.

10. On May 15, 2018, I filed my Motion Objecting to Debtor's Claimed Homestead Exemption ("Homestead Exemption Motion") on grounds including that there is insufficient evidence that he physically occupied the Property on the Petition Date and the Debtor is unable to demonstrate that he had an intent to reside at the Property. A hearing on the Homestead Exemption Motion is scheduled for June 5, 2018.

11. I am advised that my Broker, ReMax Advantage, signed a listing agreement for the Property with Debtor on or about August 25, 2017. On March 7, 2018, I filed an application to employ my ReMax Advantage (docket 44), as my real estate broker for the Property, which was approved by Court order entered on March 29, 2018 (docket 50). The listing agreement with the

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Broker provides for a real estate commission to be paid of six percent (6%) of the sale price. The Broker and I have agreed to a one percent (1%) carve-out from the commission for the benefit of the Estate.

12. I have received six offers for the Property. I submitted counter-offers on four of the offers. In March 2018, one of the interested buyers accepted my counter-offer, but cancelled the offer before the contingency period expired. The offer from the Buyer (defined below) is the best and highest offer received for the Property. The Buyer's offer is the result of negotiations between the Buyer and I for the highest and best offer.

13. Through my Broker I received an offer from Jennifer Nicole Chagolla and Matthew Leeds (collectively "Buyer") to purchase the Property for $495,000.00, subject to overbids. Attached here as **Exhibit 7** is a true and correct copy of the Residential Purchase Agreement and Joint Escrow Instructions and related addendum. The Buyer's offer is the result of negotiations with the Buyer for the highest and best offer.

14. Given that the sale is subject to overbids, it is anticipated I will receive the best and highest value for the Property and therefore the proposed sale price is fair and reasonable.

15. I have communicated with my proposed accountant and believe there will be some tax liability from the sale based on the Property's tax basis of $343,000.00. The capital gains taxes may total approximately $20,000.00.[6] This tax liability will be paid from the proceeds of the sale.

16. Out of an abundance of caution, I am also requesting turnover of the Property, so that I may close on the sale of the Property. The Broker recently advised me that the Debtor may be spending nights at the Property. To the extent that the Debtor has been recently occupying the Property, he needs to turnover the Property prior to the close of escrow so that I may close on the sale of the Property.

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[6] I need additional information from the Debtor regarding any improvements made to the Property, as any improvements would reduce the amount of the tax liability.

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17. For the reasons set forth in the Sale Motion and this Declaration, I believe that good cause exists to grant the Sale Motion and respectfully request that the Court grant the Sale Motion so that I do not lose this favorable business opportunity to provide a significant benefit to the Estate.

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

EXECUTED on May 29, 2018, at Irvine, California.

Lynda T. Bui

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100 Spectrum Center Drive
Suite 600
Irvine, CA 92618

Exhibit 1

Petition

Fill in this information to identify your case:

United States Bankruptcy Court for the:

Central District of California

Case number (*If known*): _____

Chapter you are filing under:
- ☒ Chapter 7
- ☐ Chapter 11
- ☐ Chapter 12
- ☐ Chapter 13

FILED
AUG - 4 2017
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY: Deputy Clerk

☐ Check if this is an amended filing

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

12/15

The bankruptcy forms use *you* and *Debtor 1* to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint case*—and in joint cases, these forms use *you* to ask for information from both debtors. For example, if a form asks, "Do you own a car," the answer would be *yes* if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Identify Yourself

	About Debtor 1:	About Debtor 2 (Spouse Only in a Joint Case):
1. Your full name Write the name that is on your government-issued picture identification (for example, your driver's license or passport). Bring your picture identification to your meeting with the trustee.	Douglas First name Edward Middle name Laube Last name Suffix (Sr., Jr., II, III)	First name Middle name Last name Suffix (Sr., Jr., II, III)
2. All other names you have used in the last 8 years Include your married or maiden names.	First name Middle name Last name First name Middle name Last name	First name Middle name Last name First name Middle name Last name
3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)	xxx – xx – 2195 OR 9xx – xx – ____ ____ ____	xxx – xx – ____ ____ ____ ____ OR 9xx – xx – ____ ____ ____ ____

Exhibit 1

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Case number (if known) _____

	About Debtor 1:	About Debtor 2 (Spouse Only in a Joint Case):
4. Any business names and Employer Identification Numbers (EIN) you have used in the last 8 years Include trade names and *doing business as* names	☒ I have not used any business names or EINs. Business name Business name EIN — - EIN — -	☐ I have not used any business names or EINs. Business name Business name EIN — - EIN — -
5. Where you live	1668 Naranjo Ct Number Street Redlands CA 92374 City State ZIP Code San Bernardino County	**If Debtor 2 lives at a different address:** Number Street City State ZIP Code County
	If your mailing address is different from the one above, fill it in here. Note that the court will send any notices to you at this mailing address. 725 Chestnut Ave Number Street P.O. Box Redlands CA 92373 City State ZIP Code	**If Debtor 2's mailing address is different from yours, fill it in here.** Note that the court will send any notices to this mailing address. Number Street P.O. Box City State ZIP Code
6. Why you are choosing *this district* to file for bankruptcy	*Check one:* ☒ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district. ☐ I have another reason. Explain. (See 28 U.S.C. § 1408.)	*Check one:* ☐ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district. ☐ I have another reason. Explain. (See 28 U.S.C. § 1408.)

Exhibit 1

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Case number (if known) _____

Part 2: Tell the Court About Your Bankruptcy Case

7. The chapter of the Bankruptcy Code you are choosing to file under

Check one. (For a brief description of each, see *Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy* (Form 2010)). Also, go to the top of page 1 and check the appropriate box.

☒ Chapter 7

☐ Chapter 11

☐ Chapter 12

☐ Chapter 13

8. How you will pay the fee

☒ **I will pay the entire fee when I file my petition**. Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.

☐ **I need to pay the fee in installments**. If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments* (Official Form 103A).

☐ **I request that my fee be waived** (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived* (Official Form 103B) and file it with your petition.

9. Have you filed for bankruptcy within the last 8 years?

☒ No

☐ Yes. District _____ When _____ (MM / DD / YYYY) Case number _____

District _____ When _____ (MM / DD / YYYY) Case number _____

District _____ When _____ (MM / DD / YYYY) Case number _____

10. Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?

☒ No

☐ Yes. Debtor _____ Relationship to you _____

District _____ When _____ (MM / DD / YYYY) Case number, if known _____

Debtor _____ Relationship to you _____

District _____ When _____ (MM / DD / YYYY) Case number, if known _____

11. Do you rent your residence?

☒ No. Go to line 12.

☐ Yes. Has your landlord obtained an eviction judgment against you and do you want to stay in your residence?

☐ No. Go to line 12.

☐ Yes. Fill out *Initial Statement About an Eviction Judgment Against You* (Form 101A) and file it with this bankruptcy petition.

Exhibit 1

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Case number (if known) _____

Part 3: Report About Any Businesses You Own as a Sole Proprietor

12. Are you a sole proprietor of any full- or part-time business?

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

☒ No. Go to Part 4.

☐ Yes. Name and location of business

Name of business, if any

Number Street

City State ZIP Code

Check the appropriate box to describe your business:

☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))

☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))

☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))

☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))

☐ None of the above

13. Are you filing under Chapter 11 of the Bankruptcy Code and are you a *small business debtor*?

For a definition of *small business debtor*, see 11 U.S.C. § 101(51D).

If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can set appropriate deadlines. If you indicate that you are a small business debtor, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).

☒ No. I am not filing under Chapter 11.

☐ No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.

☐ Yes. I am filing under Chapter 11 and I am a small business debtor according to the definition in the Bankruptcy Code.

Part 4: Report if You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention

14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?

For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?

☒ No

☐ Yes. What is the hazard? _____

If immediate attention is needed, why is it needed? _____

Where is the property? _____
Number Street

City State ZIP Code

Exhibit 1

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Case number (if known)_____

Part 5: Explain Your Efforts to Receive a Briefing About Credit Counseling

15. Tell the court whether you have received a briefing about credit counseling.

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

About Debtor 1:

You must check one:

☑ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.**

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

☐ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.**

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

☐ **I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.**

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

☐ **I am not required to receive a briefing about credit counseling because of:**

☐ **Incapacity.** I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

☐ **Disability.** My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

☐ **Active duty.** I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

☐ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.**

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

☐ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.**

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

☐ **I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.**

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

☐ **I am not required to receive a briefing about credit counseling because of:**

☐ **Incapacity.** I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

☐ **Disability.** My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

☐ **Active duty.** I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

Exhibit 1

Debtor 1 _____ Case number (if known) _____
First Name Middle Name Last Name

Part 6: Answer These Questions for Reporting Purposes

16. What kind of debts do you have?

16a. **Are your debts primarily consumer debts?** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

- ☐ No. Go to line 16b.
- ☒ Yes. Go to line 17.

16b. **Are your debts primarily business debts?** *Business debts* are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.

- ☒ No. Go to line 16c.
- ☐ Yes. Go to line 17.

16c. State the type of debts you owe that are not consumer debts or business debts.

_____

17. Are you filing under Chapter 7?

- ☐ No. I am not filing under Chapter 7. Go to line 18.
- ☒ Yes. I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available to distribute to unsecured creditors?

Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available for distribution to unsecured creditors?

- ☒ No
- ☐ Yes

18. How many creditors do you estimate that you owe?

☒ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	☐ 10,001-25,000	☐ More than 100,000
☐ 200-999		

19. How much do you estimate your assets to be worth?

☐ $0-$50,000	☐ $1,000,001-$10 million	☐ $500,000,001-$1 billion
☐ $50,001-$100,000	☐ $10,000,001-$50 million	☐ $1,000,000,001-$10 billion
☒ $100,001-$500,000	☐ $50,000,001-$100 million	☐ $10,000,000,001-$50 billion
☐ $500,001-$1 million	☐ $100,000,001-$500 million	☐ More than $50 billion

20. How much do you estimate your liabilities to be?

☐ $0-$50,000	☐ $1,000,001-$10 million	☐ $500,000,001-$1 billion
☐ $50,001-$100,000	☐ $10,000,001-$50 million	☐ $1,000,000,001-$10 billion
☒ $100,001-$500,000	☐ $50,000,001-$100 million	☐ $10,000,000,001-$50 billion
☐ $500,001-$1 million	☐ $100,000,001-$500 million	☐ More than $50 billion

Part 7: Sign Below

For you

I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.

If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11,12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.

If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

✘ _____ ✘ _____
Signature of Debtor 1 Signature of Debtor 2

Executed on 08/04/2017 Executed on _____
MM / DD / YYYY MM / DD / YYYY

Exhibit 1

Debtor 1 _____ Case number (if known) _____
First Name Middle Name Last Name

For your attorney, if you are represented by one

If you are not represented by an attorney, you do not need to file this page.

I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

✗ _____ Date _____
Signature of Attorney for Debtor MM / DD / YYYY

_____
Printed name

_____
Firm name

_____
Number Street

_____

_____ _____ _____
City State ZIP Code

Contact phone _____ Email address _____

_____ _____
Bar number State

Exhibit 1

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Case number (if known)_____

For you if you are filing this bankruptcy without an attorney

If you are represented by an attorney, you do not need to file this page.

The law allows you, as an individual, to represent yourself in bankruptcy court, but **you should understand that many people find it extremely difficult to represent themselves successfully. Because bankruptcy has long-term financial and legal consequences, you are strongly urged to hire a qualified attorney.**

To be successful, you must correctly file and handle your bankruptcy case. The rules are very technical, and a mistake or inaction may affect your rights. For example, your case may be dismissed because you did not file a required document, pay a fee on time, attend a meeting or hearing, or cooperate with the court, case trustee, U.S. trustee, bankruptcy administrator, or audit firm if your case is selected for audit. If that happens, you could lose your right to file another case, or you may lose protections, including the benefit of the automatic stay.

You must list all your property and debts in the schedules that you are required to file with the court. Even if you plan to pay a particular debt outside of your bankruptcy, you must list that debt in your schedules. If you do not list a debt, the debt may not be discharged. If you do not list property or properly claim it as exempt, you may not be able to keep the property. The judge can also deny you a discharge of all your debts if you do something dishonest in your bankruptcy case, such as destroying or hiding property, falsifying records, or lying. Individual bankruptcy cases are randomly audited to determine if debtors have been accurate, truthful, and complete. **Bankruptcy fraud is a serious crime; you could be fined and imprisoned.**

If you decide to file without an attorney, the court expects you to follow the rules as if you had hired an attorney. The court will not treat you differently because you are filing for yourself. To be successful, you must be familiar with the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the local rules of the court in which your case is filed. You must also be familiar with any state exemption laws that apply.

Are you aware that filing for bankruptcy is a serious action with long-term financial and legal consequences?

☐ No
☒ Yes

Are you aware that bankruptcy fraud is a serious crime and that if your bankruptcy forms are inaccurate or incomplete, you could be fined or imprisoned?

☐ No
☒ Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out your bankruptcy forms?

☒ No
☐ Yes. Name of Person_____.
Attach *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

By signing here, I acknowledge that I understand the risks involved in filing without an attorney. I have read and understood this notice, and I am aware that filing a bankruptcy case without an attorney may cause me to lose my rights or property if I do not properly handle the case.

x [signature]	x _____
Signature of Debtor 1	Signature of Debtor 2
Date 08/04/2017 MM / DD / YYYY	Date _____ MM / DD / YYYY
Contact phone _____	Contact phone _____
Cell phone 909 280 1326	Cell phone _____
Email address DouglaubeA@hotmail.com	Email address _____

Exhibit 1

Exhibit 2

Schedules A/B, C and D

Fill in this information to identify your case and this filing:

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Debtor 2 (Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: Central District of California

Case number

☐ Check if this is an amended filing

Official Form 106A/B

Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. **Do you own or have any legal or equitable interest in any residence, building, land, or similar property?**

☐ No. Go to Part 2.
☒ Yes. Where is the property?

1.1. 1668 Naranjo Ct
Street address, if available, or other description

Redland, CA 92374
City State ZIP Code

San Bernardino
County

What is the property? Check all that apply.
☒ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☐ Land
☐ Investment property
☐ Timeshare
☐ Other

Who has an interest in the property? Check one.
☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property.*

Current value of the entire property? $485,000
Current value of the portion you own? $485,000

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

☐ **Check if this is community property** (see instructions)

Other information you wish to add about this item, such as local property identification number:

If you own or have more than one, list here:

1.2.
Street address, if available, or other description

City State ZIP Code

County

What is the property? Check all that apply.
☐ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☐ Land
☐ Investment property
☐ Timeshare
☐ Other

Who has an interest in the property? Check one.
☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property.*

Current value of the entire property? $
Current value of the portion you own? $

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

☐ **Check if this is community property** (see instructions)

Other information you wish to add about this item, such as local property identification number:

Exhibit 2

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Case number (if known) _____

1.3. _____
Street address, if available, or other description

_____

_____
City State ZIP Code

_____
County

What is the property? Check all that apply.
- ☐ Single-family home
- ☐ Duplex or multi-unit building
- ☐ Condominium or cooperative
- ☐ Manufactured or mobile home
- ☐ Land
- ☐ Investment property
- ☐ Timeshare
- ☐ Other _____

Who has an interest in the property? Check one.
- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property.*

Current value of the entire property? $_____ **Current value of the portion you own?** $_____

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.
_____

☐ **Check if this is community property** (see instructions)

Other information you wish to add about this item, such as local property identification number: _____

2. **Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.** ..... → $ 485,000

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases.*

3. **Cars, vans, trucks, tractors, sport utility vehicles, motorcycles**
- ☐ No
- ☒ Yes

3.1. Make: Mercedes Benz
Model: SL500
Year: 1999
Approximate mileage: 234,000
Other information:

Who has an interest in the property? Check one.
- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

☐ **Check if this is community property** (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property.*

Current value of the entire property? $ 2500 **Current value of the portion you own?** $ 2500.

If you own or have more than one, describe here:

3.2. Make: _____
Model: _____
Year: _____
Approximate mileage: _____
Other information:

Who has an interest in the property? Check one.
- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

☐ **Check if this is community property** (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property.*

Current value of the entire property? $_____ **Current value of the portion you own?** $_____

Exhibit 2

Debtor 1 Douglas Edward Graber
First Name Middle Name Last Name

Case number (if known)

3.3. Make:
Model:
Year:
Approximate mileage:
Other information:

Who has an interest in the property? Check one.
- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

☐ **Check if this is community property** (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property.*

Current value of the entire property? $_____ **Current value of the portion you own?** $_____

3.4. Make:
Model:
Year:
Approximate mileage:
Other information:

Who has an interest in the property? Check one.
- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

☐ **Check if this is community property** (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property.*

Current value of the entire property? $_____ **Current value of the portion you own?** $_____

4. **Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories**
Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

☒ No
☐ Yes

4.1. Make:
Model:
Year:
Other information:

Who has an interest in the property? Check one.
- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

☐ **Check if this is community property** (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property.*

Current value of the entire property? $_____ **Current value of the portion you own?** $_____

If you own or have more than one, list here:

4.2. Make:
Model:
Year:
Other information:

Who has an interest in the property? Check one.
- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

☐ **Check if this is community property** (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property.*

Current value of the entire property? $_____ **Current value of the portion you own?** $_____

5. **Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here** ..... → $2500.00

Exhibit 2

Debtor 1 Douglas Edward Krable
First Name Middle Name Last Name

Case number (if known) _____

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

6. **Household goods and furnishings**
Examples: Major appliances, furniture, linens, china, kitchenware
☐ No
☒ Yes. Describe..... Refrigerator, Dishwasher, Oven, furniture, Kitchen ware, Linens. $ 9,000.

7. **Electronics**
Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games
☐ No
☒ Yes. Describe..... Apple notebook / cell phone / printer $ 650.00

8. **Collectibles of value**
Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles
☒ No
☐ Yes. Describe..... $ _____

9. **Equipment for sports and hobbies**
Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments
☒ No
☐ Yes. Describe..... $ _____

10. **Firearms**
Examples: Pistols, rifles, shotguns, ammunition, and related equipment
☒ No
☐ Yes. Describe..... $ _____

11. **Clothes**
Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories
☐ No
☒ Yes. Describe..... Pants, shirts, shoes, underwear, socks, Ties, Jackets, Sweaters $ 1500.00

12. **Jewelry**
Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver
☐ No
☒ Yes. Describe..... Wedding Ring $ 400.00

13. **Non-farm animals**
Examples: Dogs, cats, birds, horses
☒ No
☐ Yes. Describe..... $ _____

14. **Any other personal and household items you did not already list, including any health aids you did not list**
☒ No
☐ Yes. Give specific information. ..... $ _____

15. **Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here** ..... → $ 11,550.00

Exhibit 2

Debtor 1 Douglas Edward Krause
First Name Middle Name Last Name

Case number (if known)

Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

16. **Cash**
Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

☐ No
☒ Yes ..... Cash: 85.00 $ 85.00

17. **Deposits of money**
Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

☐ No
☒ Yes .....

	Institution name:	
17.1. Checking account:	Chase Bank	$ 40.00
17.2. Checking account:	US Bank	$ 26.00
17.3. Savings account:		$
17.4. Savings account:		$
17.5. Certificates of deposit:		$
17.6. Other financial account:		$
17.7. Other financial account:		$
17.8. Other financial account:		$
17.9. Other financial account:		$

18. **Bonds, mutual funds, or publicly traded stocks**
Examples: Bond funds, investment accounts with brokerage firms, money market accounts

☒ No
☐ Yes ..... Institution or issuer name:

$
$
$

19. **Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**

☒ No
☐ Yes. Give specific information about them.....

Name of entity:	% of ownership:	
	%	$
	%	$
	%	$

Exhibit 2

Debtor 1 Douglas Edward Lauber
First Name Middle Name Last Name

Case number (if known) _____

20. **Government and corporate bonds and other negotiable and non-negotiable instruments**

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders.
Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

☒ No
☐ Yes. Give specific information about them.....

Issuer name:

_____ $_____
_____ $_____
_____ $_____

21. **Retirement or pension accounts**

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

☐ No
☒ Yes. List each account separately.

Type of account:	Institution name:	
401(k) or similar plan:	Fidelity	$ 4,000.
Pension plan:		$
IRA:		$
Retirement account:		$
Keogh:		$
Additional account:		$
Additional account:		$

22. **Security deposits and prepayments**

Your share of all unused deposits you have made so that you may continue service or use from a company
Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

☒ No
☐ Yes.....

	Institution name or individual:	
Electric:		$
Gas:		$
Heating oil:		$
Security deposit on rental unit:		$
Prepaid rent:		$
Telephone:		$
Water:		$
Rented furniture:		$
Other:		$

23. **Annuities** (A contract for a periodic payment of money to you, either for life or for a number of years)

☒ No
☐ Yes.....

Issuer name and description:

_____ $_____
_____ $_____
_____ $_____

Exhibit 2

Debtor 1 Douglas Edward Lauber
First Name Middle Name Last Name

Case number (if known)

24. **Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.**
26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

☒ No
☐ Yes ..... Institution name and description. Separately file the records of any interests.11 U.S.C. § 521(c):

_____ $_____
_____ $_____
_____ $_____

25. **Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit**

☒ No
☐ Yes. Give specific information about them.... $_____

26. **Patents, copyrights, trademarks, trade secrets, and other intellectual property**
Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

☒ No
☐ Yes. Give specific information about them.... $_____

27. **Licenses, franchises, and other general intangibles**
Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

☒ No
☐ Yes. Give specific information about them.... $_____

Money or property owed to you?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

28. **Tax refunds owed to you**

☒ No
☐ Yes. Give specific information about them, including whether you already filed the returns and the tax years. .....

Federal: $_____
State: $_____
Local: $_____

29. **Family support**
Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

☒ No
☐ Yes. Give specific information.....

Alimony: $_____
Maintenance: $_____
Support: $_____
Divorce settlement: $_____
Property settlement: $_____

30. **Other amounts someone owes you**
Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

☒ No
☐ Yes. Give specific information..... $_____

Exhibit 2

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Case number (if known)

31. **Interests in insurance policies**
Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

☐ No
☒ Yes. Name the insurance company of each policy and list its value. ...

Company name:	Beneficiary:	Surrender or refund value:
Hartford Ins.	Douglas E Laube	$ 1700.00
	Family Trust	$
	dtd 9/4/2004	$

32. **Any interest in property that is due you from someone who has died**
If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

☒ No
☐ Yes. Give specific information..... $

33. **Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment**
Examples: Accidents, employment disputes, insurance claims, or rights to sue

☒ No
☐ Yes. Describe each claim. ..... $

34. **Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims**

☒ No
☐ Yes. Describe each claim. ..... $

35. **Any financial assets you did not already list**

☒ No
☐ Yes. Give specific information..... $

36. **Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here** ..... → $ 5851.00

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. **Do you own or have any legal or equitable interest in any business-related property?**

☒ No. Go to Part 6.
☐ Yes. Go to line 38.

Current value of the portion you own?
Do not deduct secured claims or exemptions.

38. **Accounts receivable or commissions you already earned**

☒ No
☐ Yes. Describe..... $

39. **Office equipment, furnishings, and supplies**
Examples: Business-related computers, software, modems, printers, copiers, fax machines, rugs, telephones, desks, chairs, electronic devices

☒ No
☐ Yes. Describe..... $

Exhibit 2

Debtor 1 Douglas Edward Lauber
First Name Middle Name Last Name

Case number (if known) _____

40. **Machinery, fixtures, equipment, supplies you use in business, and tools of your trade**

☒ No
☐ Yes. Describe..... $_____

41. **Inventory**

☒ No
☐ Yes. Describe..... $_____

42. **Interests in partnerships or joint ventures**

☒ No
☐ Yes. Describe..... Name of entity: % of ownership:

_____ ____% $_____
_____ ____% $_____
_____ ____% $_____

43. **Customer lists, mailing lists, or other compilations**

☒ No
☐ Yes. **Do your lists include personally identifiable information** (as defined in 11 U.S.C. § 101(41A))?

☐ No
☐ Yes. Describe..... $_____

44. **Any business-related property you did not already list**

☒ No
☐ Yes. Give specific information ..... $_____
$_____
$_____
$_____
$_____
$_____
$_____

45. **Add the dollar value of all of your entries from Part 5, including any entries for pages you have attached for Part 5. Write that number here** ..... → $ Ø

Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.

If you own or have an interest in farmland, list it in Part 1.

46. **Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?**

☒ No. Go to Part 7.
☐ Yes. Go to line 47.

Current value of the portion you own?
Do not deduct secured claims or exemptions.

47. **Farm animals**

Examples: Livestock, poultry, farm-raised fish

☒ No
☐ Yes..... $_____

Exhibit 2

Debtor 1 Douglas Edward Lagde
First Name Middle Name Last Name

Case number (if known)

48. **Crops—either growing or harvested**

☒ No
☐ Yes. Give specific information. ..... $

49. **Farm and fishing equipment, implements, machinery, fixtures, and tools of trade**

☒ No
☐ Yes ..... $

50. **Farm and fishing supplies, chemicals, and feed**

☒ No
☐ Yes ..... $

51. **Any farm- and commercial fishing-related property you did not already list**

☒ No
☐ Yes. Give specific information. ..... $

52. **Add the dollar value of all of your entries from Part 6, including any entries for pages you have attached for Part 6. Write that number here** ..... → $ Ø

Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above

53. **Do you have other property of any kind you did not already list?**
Examples: Season tickets, country club membership

☒ No
☐ Yes. Give specific information. ..... $ $ $

54. **Add the dollar value of all of your entries from Part 7. Write that number here** ..... → $ Ø

Part 8: List the Totals of Each Part of this Form

55. **Part 1: Total real estate, line 2** ..... → $ 485,000

56. **Part 2: Total vehicles, line 5** $ 2500.

57. **Part 3: Total personal and household items, line 15** $ 11,550.

58. **Part 4: Total financial assets, line 36** $ 5851.50

59. **Part 5: Total business-related property, line 45** $ -0-

60. **Part 6: Total farm- and fishing-related property, line 52** $ -0-

61. **Part 7: Total other property not listed, line 54** + $ -0-

62. **Total personal property.** Add lines 56 through 61. ..... $ 19,901 Copy personal property total → + $ 19,901

63. **Total of all property on Schedule A/B.** Add line 55 + line 62. ..... $ 504,901.50

Exhibit 2

Fill in this information to identify your case:

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Debtor 2 (Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: Central District of California

Case number (If known)

☐ Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/16

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

1. **Which set of exemptions are you claiming?** *Check one only, even if your spouse is filing with you.*
   - ☐ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)
   - ☒ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. **For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.**

Brief description of the property and line on *Schedule A/B* that lists this property	Current value of the portion you own Copy the value from *Schedule A/B*	Amount of the exemption you claim *Check only one box for each exemption.*	Specific laws that allow exemption
Brief description: Residence 1668 Naranjo Ct Redlands, CA 92374 Line from *Schedule A/B:* 1.1	$ 175,000	☒ $ 175,000 ☐ 100% of fair market value, up to any applicable statutory limit	CCP 704.730
Brief description: 1994 Mercedes Line from *Schedule A/B:* 3.1	$ 2500	☒ $ 2500 ☐ 100% of fair market value, up to any applicable statutory limit	CCP 704.010
Brief description: Household Items Line from *Schedule A/B:* 6	$ 9000	☒ $ 9000 ☐ 100% of fair market value, up to any applicable statutory limit	CCP 704.020

3. **Are you claiming a homestead exemption of more than $160,375?**
   (Subject to adjustment on 4/01/19 and every 3 years after that for cases filed on or after the date of adjustment.)
   - ☐ No
   - ☒ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
     - ☒ No
     - ☐ Yes

Exhibit 2

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Case number (if known)

Part 2: Additional Page

Brief description of the property and line on *Schedule A/B* that lists this property	Current value of the portion you own Copy the value from *Schedule A/B*	Amount of the exemption you claim *Check only one box for each exemption*	Specific laws that allow exemption
Brief description: Electronics. Notebook/cellphone Line from *Schedule A/B:* 7	$ 650	☒ $ 650. ☐ 100% of fair market value, up to any applicable statutory limit	CCP 704.020
Brief description: Clothes Line from *Schedule A/B:* 11	$ 1500.	☒ $ 1500. ☐ 100% of fair market value, up to any applicable statutory limit	CCP 704.020
Brief description: Wedding Ring Line from *Schedule A/B:* 12	$ 400.	☒ $ 400. ☐ 100% of fair market value, up to any applicable statutory limit	CCP 704.040
Brief description: Chase Bank Checking 40.00 Line from *Schedule A/B:* 17		☒ $ 40.00 ☐ 100% of fair market value, up to any applicable statutory limit	CCP 704.080
Brief description: US Bank Checking $ 26.00 Line from *Schedule A/B:* 17		☒ $ 26.00 ☐ 100% of fair market value, up to any applicable statutory limit	CCP 704.080
Brief description: Hartford Ins. Line from *Schedule A/B:* 31	$ 1700.00	☒ $ 1700. ☐ 100% of fair market value, up to any applicable statutory limit	CCP 704.100
Brief description: 401 K Line from *Schedule A/B:* 21	$ 4000.	☒ $ 4000. ☐ 100% of fair market value, up to any applicable statutory limit	CCP 704.115(A)(1) & (2)(B).
Brief description: Cash Line from *Schedule A/B:* 16	$ 85.00	☒ $ 85.00 ☐ 100% of fair market value, up to any applicable statutory limit	CCP 704.080
Brief description: Line from *Schedule A/B:*	$	☐ $ ☐ 100% of fair market value, up to any applicable statutory limit	
Brief description: Line from *Schedule A/B:*	$	☐ $ ☐ 100% of fair market value, up to any applicable statutory limit	
Brief description: Line from *Schedule A/B:*	$	☐ $ ☐ 100% of fair market value, up to any applicable statutory limit	
Brief description: Line from *Schedule A/B:*	$	☐ $ ☐ 100% of fair market value, up to any applicable statutory limit	

Exhibit 2

Fill in this information to identify your case:

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Debtor 2 (Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: Central District of California

Case number (If known)

☐ Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. **Do any creditors have claims secured by your property?**
   ☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
   ☒ Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. **List all secured claims.** If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

	Column A Amount of claim (Do not deduct the value of collateral.)	Column B Value of collateral that supports this claim	Column C Unsecured portion (If any)
2.1 Seterus, PO Box 1077, Hartford CT 06143-7017 — Describe the property that secures the claim: 1668 Naranjo Ct Redlands Ca Residence	$52,632.04	$485,000	$
2.2 Chase Bank, PO Box 780035, Phoenix AZ 85062-8035 — Describe the property that secures the claim: 1668 Naranjo Ct Redlands Ca Residence	$201,571.00	$485,000	$

2.1 Creditor's Name: Seterus
Number Street: PO Box 1077
City State ZIP Code: Hartford CT 06143-7017

Describe the property that secures the claim: 1668 Naranjo Ct Redlands Ca Residence

Analysis:
MV 485,000
1st 52,632.04
HELOC-2nd 201,571.00
3rd 47,328.00
301,531.04
Gross Equity 183,468.96
Loss Exemption 175,000.00
Cost of Sale 8% 38,800.00
Negative Equity 30,331.04

As of the date you file, the claim is: Check all that apply.
☐ Contingent
☐ Unliquidated
☐ Disputed

Who owes the debt? Check one.
☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this claim relates to a community debt**

Date debt was incurred June 2004

Nature of lien. Check all that apply.
☒ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
☐ Other (including a right to offset) _____

Last 4 digits of account number 3364

2.2 Creditor's Name: Chase Bank
Number Street: PO Box 780035
City State ZIP Code: Phoenix AZ 85062-8035

Describe the property that secures the claim: 1668 Naranjo Ct Redlands Ca Residence

As of the date you file, the claim is: Check all that apply.
☐ Contingent
☐ Unliquidated
☐ Disputed

Who owes the debt? Check one.
☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this claim relates to a community debt**

Date debt was incurred June 2007

Nature of lien. Check all that apply.
☒ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
☒ Other (including a right to offset) HELOC

Last 4 digits of account number 8452

Add the dollar value of your entries in Column A on this page. Write that number here: $254,203.04

Exhibit 2

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Case number (if known) _____

Part 1: Additional Page

After listing any entries on this page, number them beginning with 2.3, followed by 2.4, and so forth.

	Column A **Amount of claim** Do not deduct the value of collateral.	Column B **Value of collateral that supports this claim**	Column C **Unsecured portion** If any
Nancie J. Underbrink	$ 47,328.	$ 485,000.	$

Creditor's Name: Nancie J. Underbrink
Number Street: 1174 Wellwood Ave
City State ZIP Code: Beaumont CA 92223

Describe the property that secures the claim:

As of the date you file, the claim is: Check all that apply.
- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Who owes the debt? Check one.
- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ **Check if this claim relates to a community debt**

Nature of lien. Check all that apply.
- ☒ An agreement you made (such as mortgage or secured car loan)
- ☐ Statutory lien (such as tax lien, mechanic's lien)
- ☐ Judgment lien from a lawsuit
- ☒ Other (including a right to offset) 3rd Trust Deed Holder

Date debt was incurred June 2016

Last 4 digits of account number Private Note Recorded

Creditor's Name: _____
Number Street: _____
City State ZIP Code: _____

Describe the property that secures the claim: $ _____ $ _____ $ _____

As of the date you file, the claim is: Check all that apply.
- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Who owes the debt? Check one.
- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ **Check if this claim relates to a community debt**

Nature of lien. Check all that apply.
- ☐ An agreement you made (such as mortgage or secured car loan)
- ☐ Statutory lien (such as tax lien, mechanic's lien)
- ☐ Judgment lien from a lawsuit
- ☐ Other (including a right to offset) _____

Date debt was incurred _____

Last 4 digits of account number ___ ___ ___ ___

Creditor's Name: _____
Number Street: _____
City State ZIP Code: _____

Describe the property that secures the claim: $ _____ $ _____ $ _____

As of the date you file, the claim is: Check all that apply.
- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Who owes the debt? Check one.
- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ **Check if this claim relates to a community debt**

Nature of lien. Check all that apply.
- ☐ An agreement you made (such as mortgage or secured car loan)
- ☐ Statutory lien (such as tax lien, mechanic's lien)
- ☐ Judgment lien from a lawsuit
- ☐ Other (including a right to offset) _____

Date debt was incurred _____

Last 4 digits of account number ___ ___ ___ ___

Add the dollar value of your entries in Column A on this page. Write that number here: $ 47,328.

If this is the last page of your form, add the dollar value totals from all pages. Write that number here: $ 301,531.04

Exhibit 2

Exhibit 3

Title Report

First American Title

First American Title Company

4 First American Way
Santa Ana, CA 92707
California Department of Insurance License No. 151

Antonia Delgado
A & A Escrow Services, Inc
415 North Crescent Drive, Suite 320
Beverly Hills, CA 90210
Phone: (310)550-6055
Fax:

Customer Reference:	104242-AA
Order Number:	O-SA-5703435 (dt)

Title Officer:	Debbie Tognetti
Phone:	(714)250-8579
Fax No.:	(714)481-2956
E-Mail:	FAHQ-RA-octitle3@firstam.com

Buyer:	Leeds and Chagolia
Property:	1668 Naranjo Court Redlands, CA 92374

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this 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 below 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 are set forth in Exhibit A 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 A. 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 below and the exceptions and exclusions set forth in Exhibit A 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 title insurance policy 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 of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Exhibit 3

Dated as of May 04, 2018 at 7:30 A.M.

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

ALTA/CLTA Homeowner's (EAGLE) Policy of Title Insurance (2013) and ALTA Ext Loan Policy 1056.06 (06-17-06) if the land described is an improved residential lot or condominium unit on which there is located a one-to-four family residence; or ALTA Standard Owner's Policy 2006 (WRE 06-17-06) and the ALTA Loan Policy 2006 (06-17-06) if the land described is an unimproved residential lot or condominium unit

A specific request should be made if another form or additional coverage is desired.

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

Douglas E. Laube, as trustee of The Family Trust of Douglas E. Laube dated Sep. 08, 2004, subject to proceedings pending in the Bankruptcy Court of the U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA (RIVERSIDE) District of the U. S. District Court, California entitled in re: Douglas Edward Laube, debtor, Case No. 6:17-BK-16492-MJ, wherein a petition for relief was filed on August 04, 2017.

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

A FEE AS TO PARCEL(S) 1, AN EASEMENT AS TO PARCEL(S) 2

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2018-2019, a lien not yet due or payable.

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

3. Any easements or servitudes appearing in the public records.
   Affects: Common Area.

4. The terms and provisions contained in the document entitled "AGREEMENT" recorded April 08, 1880 as BOOK 22, PAGE 102 of Deeds.

Exhibit 3

5. Covenants, conditions, restrictions and easements in the document recorded as BOOK 213, PAGE 128 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

6. An easement for ROAD and incidental purposes in the document recorded as BOOK 745, PAGE 204 of Official Records.

   The location of the easement cannot be determined from record information.

7. An easement for ELECTRIC LINES CONSISTING OF POLES, NECESSARY GUYS, ANCHORS, CROSS-ARMS, WIRES, OTHER FIXTURES, APPLIANCES FOR CONVEYING ELECTRIC ENERGY TO BE USED FOR LIGHT, HEAT, POWER, TELEPHONE AND/OR OTHER and incidental purposes in the document recorded as BOOK 1858, PAGE 384 of Official Records.

   The location of the easement cannot be determined from record information.

8. An easement for ELECTRIC LINES CONSISTING OF POLES, NECESSARY GUYS, ANCHORS, CROSS-ARMS, WIRES, OTHER FIXTURES ,APPLIANCES FOR CONVEYING ELECTRIC ENERGY TO BE USED FOR LIGHT, HEAT, POWER, TELEPHONE AND/OR OTHER and incidental purposes in the document recorded as BOOK 1869, PAGE 411 of Official Records.

   The location of the easement cannot be determined from record information.

9. An easement for POLE LINES, CONDUITS and incidental purposes in the document recorded as BOOK 1971, PAGE 479 of Official Records.

   The location of the easement cannot be determined from record information.

10. An easement for POLE LINES, CONDUITS and incidental purposes in the document recorded as BOOK 4655, PAGE 179 of Official Records.

    The location of the easement cannot be determined from record information.

11. An easement for ABOVE GROUND OR UNDERGROUND CONDUITS OR BOTH and incidental purposes in the document recorded June 21, 1988 as INSTRUMENT NO. 88-198971 of Official Records.

12. An easement for ABOVE GROUND OR UNDERGROUND CONDUITS OR BOTH and incidental purposes in the document recorded August 18, 1988 as INSTRUMENT NO. 88-271834 of Official Records.

13. The terms and provisions contained in the document entitled "AGREEMENT FOR ACQUISITION OF WATER STOCK" recorded July 19, 1989 as INSTRUMENT NO. 89-260790 of Official Records.

14. An easement for ABOVE GROUND OR UNDERGROUND CONDUITS OR and incidental purposes in the document recorded December 01, 1989 as INSTRUMENT NO. 89-454294 of Official Records.

Exhibit 3

15. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded September 15, 2000 as INSTRUMENT NO. 00-337435 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

    A declaration of annexation recorded September 06, 2002 as INSTRUMENT NO. 02-469612 of Official Records, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

16. An easement for AVIGATION, NOISE and incidental purposes in the document recorded February 04, 2002 as INSTRUMENT NO. 02-56531 of Official Records.

17. An easement for ABOVE GROUND OR UNDERGROUND CONDUITS OR BOTH and incidental purposes in the document recorded April 24, 2002 as INSTRUMENT NO. 02-208481 of Official Records.

18. An easement for THE TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATIONS, TELECOMMUNICATIONS, INTERACTIVE VIDEO, INTELLIGENCE BY ELECTRICAL MEANS AND/OR OTHER and incidental purposes in the document recorded December 18, 2002 as INSTRUMENT NO. 02-688382 of Official Records.

19. The terms and provisions contained in the document entitled "SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING DISPUTE RESOLUTION FOR UNIVERSITY GROVE" recorded April 14, 2003 as INSTRUMENT NO. 03243454 of Official Records.

20. An easement for NOT SET OUT and incidental purposes in the document recorded April 16, 2003 as INSTRUMENT NO. 03-249679 of Official Records.

21. A deed of trust to secure an original indebtedness of $299,500.00 recorded April 14, 2004 as INSTRUMENT NO. 04-256727 OF OFFICIAL RECORDS.

Dated:	April 06, 2004
Trustor:	DOUGLAS E. LAUBE, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY
Trustee:	FIRST AMERICAN TITLE INSURANCE COMPANY
Beneficiary:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
LENDER:	MOUNTAIN WEST FINANCIAL, INC.

    According to the public records, the beneficial interest under the deed of trust was assigned to FEDERAL NATIONAL MORTGAGE ASSOCIATION ("FANNIE MAE"), A CORPORATION by assignment recorded December 04, 2017 as INSTRUMENT NO. 17-512899 OF OFFICIAL RECORDS.

Exhibit 3

22. A deed of trust to secure an original indebtedness of $200,000.00 recorded July 24, 2007 as INSTRUMENT NO. 07-434045 OF OFFICIAL RECORDS.

Dated:	June 22, 2007
Trustor:	DOUGLAS E. LAUBE
Trustee:	JPMORGAN CHASE BANK, N.A.
Beneficiary:	JPMORGAN CHASE BANK, N.A.

The above deed of trust states that it secures an equity line/revolving line of credit. Prior to the payment and suspension of the equity line/revolving line of credit, an instruction to suspend and close the equity line/revolving line of credit pursuant to CA Civil Code Section 2943.1 must be executed by the borrower.

23. A deed of trust to secure an original indebtedness of $42,500.00 recorded July 15, 2016 as INSTRUMENT NO. 16-280569 OF OFFICIAL RECORDS.

Dated:	June 14, 2016
Trustor:	DOUGLAS E. LAUBE
Trustee:	FIRST AMERICAN TITLE COMPANY
Beneficiary:	NANCIE J. UNDERBRINK

THE ABOVE REFERENCED DEED OF TRUST AFFECTS THE INTEREST OF THE ABOVE NAMED TRUSTOR ONLY.

Notes:
a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:
i. Original note and deed of trust.
ii. Payoff demand statement signed by all present beneficiaries.
iii. Request for reconveyance signed by all present beneficiaries.
b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.
c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company

24. Proceedings pending in the Bankruptcy Court of the U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA (RIVERSIDE) District of the U.S. District Court, California, entitled in re: DOUGLAS EDWARD LAUBE, debtor, Case No. 6:17-BK-16492-MJ, wherein a petition for relief was filed under Chapter 7 on August 04, 2017.

25. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as DOUGLAS LAUBE. The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.

26. Any easements and/or servitudes affecting easement parcel(s) 2 herein described.

27. Rights of the public in and to that portion of the land lying within any Road, Street, Alley or Highway.

Prior to the issuance of any policy of title insurance, the Company will require:

Exhibit 3

28. With respect to the trust referred to in the vesting:
a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

Exhibit 3

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable 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. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment:	$2,651.63, PAID
Penalty:	$0.00
Second Installment:	$2,651.60, PAID
Penalty:	$0.00
Tax Rate Area:	005000
A. P. No.:	0168-781-25

2. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

   When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Single Family Residence LYING WITHIN A PLANNED UNIT DEVELOPMENT known as 1668 NARANJO COURT, REDLANDS, CA.

3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

   None

   NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

Exhibit 3

LEGAL DESCRIPTION

Real property in the City of Redlands, County of San Bernardino, State of California, described as follows:

PARCEL 1:

LOT 105 OF TRACT NO. 16101, AS PER MAP FILED IN BOOK 284, PAGES 65 TO 71 INCLUSIVE OF MAPS RECORDS OF SAID COUNTY; AND

PARCEL 2:

EASEMENTS AND RIGHTS AS SET FORTH IN THE SECTIONS ENTITLED "EASEMENTS FOR OWNERS" SUPPORT, SETTLEMENT AND ENCROACHMENT", "UTILITIES AND CABLE TELEVISION" AND "ENFORCEMENT" OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON SEPTEMBER 15, 2000, AS INSTRUMENT NO. 20000337435, OF OFFICIAL RECORDS OF SAID COUNTY AND ANY AMENDMENTS THERETO (THE "DECLARATION") AND IN THE SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON SEPTEMBER 6, 2002, AS INSTRUMENT NO. 2002-0469612 OF THE OFFICIAL RECORDS OF SAID COUNTY AND ANY AMENDMENTS THERETO (THE "SUPPLEMENTARY DECLARATION").

APN: 0168-781-25

Exhibit 3

Order Number: **O-SA-5703435**
Page Number: 9

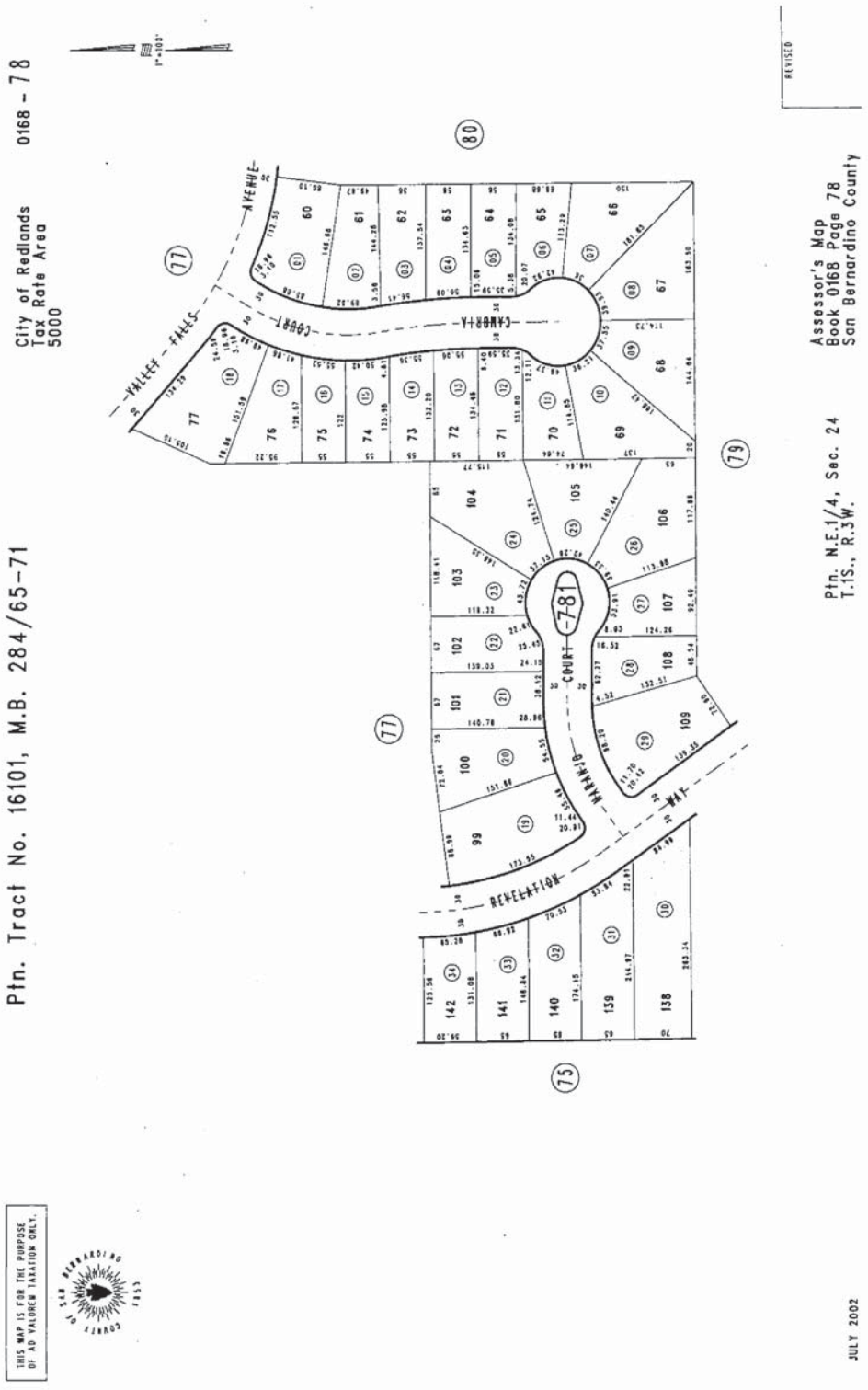

Exhibit 3

First American Title

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

Exhibit 3

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA 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:

1. (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.
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) 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.
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 the 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 or any consumer credit protection or truth in lending law.
6. 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:

1. Taxes or assessments which 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.
   Proceedings by a public agency which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are 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.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;

Exhibit 3

d. improvements on the Land;
e. land division; and
f. environmental protection.
This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded 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.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. 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 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
For Covered Risk 16, 18, 19, and 21 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 16:	1% of Policy Amount Shown in Schedule A or $2,500 (whichever is less)	$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or $5,000 (whichever is less)	$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or $5,000 (whichever is less)	$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or $2,500 (whichever is less)	$5,000

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:

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 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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;

Exhibit 3

(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 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

[Except as provided in Schedule B - Part II,[t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[PART I

[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:

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 by 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.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

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 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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;

Exhibit 3

(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 or 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:
[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:

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 by 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.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

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, 6, 13(c), 13(d), 14 or 16.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); 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. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the

Exhibit 3

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 modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. 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 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Exhibit 3

First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Exhibit 3

Exhibit 4

Trust Document Excerpts

FAMILY TRUST

of

Douglas E. Laube

DARLING
LAW
OFFICES

Christian Law and Professional Bldg.
3697 Arlington Ave.
Riverside, Calif. 92506-3938
(909) 788-2889

Scott Edward Darling
a Professional Corporation

Estate Planning
Living Trusts
Insurance Trusts
Charitable Trusts
Asset Protection
Corporations
Family Partnerships

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LaubeDouglasTrust

Exhibit 4

FAMILY TRUST

OF

Douglas E. Laube

DIVISION
INTRODUCTORY PROVISIONS

ARTICLE
DECLARATIONS

Trust Establishment

The Trustor(s) indicated herein hereby declare and establish the trust(s) pursuant to this instrument.

Declarations

For convenient reference, the following information applies:

	Trustor Information
Trustor Name(s):	Douglas E. Laube
Name of Trust:	As indicated at the top of this page
Marital Status:	Divorced
	Children Information
Trustors' Children:	
Children living:	Ashley B. Laube Annalisa R. Laube
Deceased children:	None

Trustor and Trustee

The term trustor refers to the trustor(s) named herein. If there is more than one trustor, then the term trustor refers to either one or both trustors according to the context. The term trustee refers to whoever is currently acting as trustee(s) for the particular matter whether original, alternate, or successor. If there is more than one trustee currently acting, then the term trustee refers to one or all trustees according to the context.

Declaration of Trust

For legal purposes this instrument shall be considered a declaration of trust.

Trust Property

Contemporaneously, with the execution of this Declaration, the trustor deposits with the trustee the sum of Ten Dollars ($10.00) and the property described or to be described on any declaration, designation, assignment and/or transfer documents, receipt and acceptance of such is hereby acknowledged. Additional property may be added to the trusts provided herein at any time and from time to time, by the trustor, or by any person or persons to the extent permitted by law and IRS codes, rules and regulations, by intervivos or testamentary transfer or by insurance, contract, or other declaration, designation, appointment, or transfer. Such property may be added by list, schedule, inventory, deed, assignment, designation, or any other method. No formal method for adding property to this trust is required. Any evidence of trustors intent to include such property, shall be sufficient to transfer it to the trust and make it a part of the trust. Trustor hereby declares that all such property so received or hereafter added to this trust does and shall constitute trust estate property, and shall be held, managed, administered, and distributed as herein provided.

NO CONSIDERATION

No consideration was or will be given by the trustee to the trustor for the contribution to the trustee of any of the trust estate. The trustee accepts such title to the trust estate as transferred to it without liability or responsibility for the conditions or validity of the title. The trustee acknowledges that the trust estate has been or will be transferred to the trustee, as a gift in trust, solely for the uses and purposes provided in this trust..

INITIAL ALLOCATION OF TRUST ESTATE

Such trust estate, share, property, and assets shall initially be held, administered, allocated, and/or distributed (unless otherwise indicated or provided) as follows:

Pursuant to the division titled Initial Trust Provisions.

END OF DIVISION

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Exhibit 4

DIVISION
TRUSTEES

ARTICLE
NOMINATION OF TRUSTEE

NOMINATION REGULAR TRUSTEE

The trustee(s) and successor trustee(s) for the trusts in this instrument shall be those as indicated in the order and priority indicated below. For each trust, the initial trustee(s) shall be the one(s) indicated as number one. The others named shall be successor trustee(s). Each successor trustee shall serve in the order designated if the prior trustee(s) fails to qualify or ceases to act.

If more than one trustee is indicated under a numbered category then they shall serve as cotrustees. In the case of cotrustees, unless otherwise indicated, any remaining cotrustee shall serve before a following successor trustee shall serve.

	Trustee(s)	Relationship	Of City/Locality
1	Trustor(s)	Trustor(s)	Redlands, CA
2	Phillip Laube	Brother	Redlands, CA
3	Ashley B. Laube Annalisa R. Laube	Daughter Daughter	Redlands, CA Redlands, CA

END OF DIVISION

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Exhibit 4

DIVISION
AMENDMENT/REVOCATION

ARTICLE
REVOCATION AND AMENDMENT

POWER OF REVOCATION

This instrument and the trust estate established pursuant thereto shall be subject to the power of revocation as follows:

- The trust estate may be revoked in whole or in part.
- Revocation shall be in writing, and shall be effective when delivered to any trustee and to any other living trustor.
- The trustee shall cause any revoked property which is, constitutes, or is traceable to community property to be transferred to trustor(s) as community property.
- The trustee shall cause any revoked property which is, constitutes, or is traceable to the separate property of a trustor to be transferred to that trustor as that trustor's separate property.
- The trustee shall cause such transfer of property as soon as reasonably possible after notice of revocation.
- The power of revocation shall be subject to termination of such power as indicated in the termination of powers provision indicated below.
- This power of revocation shall be held by the following:
  - As to any community trust estate:
    Any trustor
  - As to any separate trust estate:
    The trustor who contributed the separate trust estate

POWER OF AMENDMENT

This instrument and the trust estate established pursuant thereto shall be subject to the power of amendment as follows:

- Any alteration, modification, or amendment shall be in writing, and shall be effective when made.
- The alteration, modification, or amendment must be signed or initialed by all trustors to the instrument.
- Interlineation or writing or marking upon this document or a copy thereof is a permissible manner of amendment so long as the trustor(s) holding such power to amend at least initial or otherwise similarly acknowledge such amendment.
- If any alteration, modification, or amendment has the effect of removing any property from the trust estate, the trustee shall cause such property to be transferred to the person and in the manner as if the trust estate had been revoked in full as to that property.
- The power of amendment shall be subject to termination of such power as indicated in the termination of powers provision indicated below.

PAYMENT OF LIABILITIES

If the trustor revokes all or a major portion of the trust, then the trustee may retain sufficient assets to reasonably provide for payment of liabilities lawfully incurred by the trustee in the administration of the trust.

REVOCATION NOT CHANGE CHARACTER

Revocation does not change the character of the affected property. Community property trust assets continue to be community property. Separate property trust assets continue to be the separate property of the contributing trustor.

TERMINATION OF POWERS OF REVOCATION AND AMENDMENT

The powers of revocation and amendment shall terminate as follows:

On the death of the first trustor.

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Exhibit 4

EXCEPTION- - SURVIVORS TRUST

Notwithstanding the above provisions, if a Survivors Trust is established under this instrument, then the surviving trustor shall still have the power to revoke and/or amend the Survivors Trust and any provisions with regard to the Survivors Trust but only as to their effect on the Survivors Trust, and such amendment or revocation need only be signed or initialed by surviving trustor. Such powers of revocation and amendment regarding the Survivors Trust shall terminate on the death of the surviving trustor.

EXCEPTION- - ADMINISTRATIVE AND MINISTERIAL REQUIREMENTS OF INSTITUTIONAL TRUSTEE

Notwithstanding the above provisions, the trustee shall still have the power to amend the trust to comply with administrative and/or ministerial requirements of an institutional trustee or cope with potential trust interpretation problems or otherwise improve the clarity and administerability of the trust provisions in order to enable, encourage, or facilitate such institutional trustee to act as trustee. Such power shall not be used to change substantive, dispositive, or tax sensitive provisions of the trust.

POWERS OF REVOCATION AND AMENDMENT PERSONAL

The power to revoke or amend this instrument and/or the trust estate is personal to each trustor to this instrument and no guardian, conservator, or other person may exercise such powers on behalf of such a trustor. However, a person who holds a trustors valid power of attorney in fact may exercise such power of attorney regarding this trust to the extent specifically stated in such power of attorney. In addition, a court of competent jurisdiction may exercise a trustors power to amend this agreement but only for the purpose of complying with any present, new, or amended tax laws in order to reduce the amount of income, gift, or death taxes which would be incurred by trustor, the estate of a trustor, or any trust created under this instrument in accordance with testators probable intent.

END OF DIVISION

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Exhibit 4

EXECUTION AND ACKNOWLEDGMENT

The undersigned trustor(s) certify that the trustor(s) have read the foregoing trust document in its entirety and that it correctly states the terms and conditions under which the trustee(s) are to hold, manage, and distribute the trust estate. The trustor(s) acknowledge, agree, accept, and approve this trust instrument in all particulars and request that the trustee(s) sign it.

The undersigned trustee(s) hereby accept and approve this appointment and acknowledge delivery of the trust estate to them.

If any of the undersigned are both a trustor and a trustee, the undersigneds single signature acts as an acknowledgement, acceptance, approval, agreement, certification, and execution for all purposes in their capacity as both a trustor and trustee. Two signatures are not required from the same person(s) acting in both capacities.

The undersigned have executed this instrument as of the following date: Date: SEP 0 8 2004

Trustor/Trustee Signature:	Trustor/Trustee Signature:

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California, County of: Riverside) SS

On SEP 0 8 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared:

Douglas E. Laube

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL:

SARAH E. SANDOVAL
COMM. #1395692
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires Jan. 24, 2007

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Exhibit 4

Exhibit 5

Stringer Abstract of Judgment

Recorded In Official Records, County of San Bernardino

6/17/2014
3:23 PM
LB

RECORDING REQUESTED BY
DAVID STRINGER, Attorney

AND WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

NAME DAVID STRINGER, ATTORNEY

STREET ADDRESS 334 W. Third Street
Suite 300

CITY, STATE & ZIP CODE San Bernardino, CA
92401

DENNIS DRAEGER
ASSESSOR – RECORDER – CLERK

P Counter

Doc#: 2014–0217637

Titles: 1 Pages: 4

Fees	30.00
Taxes	0.00
Other	0.00
PAID	$30.00

SPACE ABOVE FOR RECORDER'S USE ONLY

ABSTRACT OF JUDGMENT - CIVIL AND SMALL CLAIMS

Title of Document

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
($3.00 Additional Recording Fee Applies)

SBER-0235 [New 01/06/2011]

RECORDER'S COVER SHEET

Martin Dean's ESSENTIAL FORMS™

Exhibit 5

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):

Recording requested by and return to: 63623
DAVID STRINGER, ATTORNEY AT LAW
DAVID STRINGER, Attorney at Law
334 W. Third Street, Ste. 300
San Bernardino, CA 92401
(909)889-0061 (909)384-0194

☐ ATTORNEY FOR ☒ JUDGMENT CREDITOR ☐ ASSIGNEE OF RECORD

FOR RECORDER'S USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO
STREET ADDRESS: 247 West Third Street
MAILING ADDRESS: Same
CITY AND ZIP CODE: San Bernardino, CA 92415-0210
BRANCH NAME: Civil

PLAINTIFF: DAVID STRINGER
DEFENDANT: DOUGLAS E. LAUBE

CASE NUMBER: CIVDS1303000

ABSTRACT OF JUDGMENT - CIVIL AND SMALL CLAIMS ☐ **Amended**

FOR COURT USE ONLY

1. The ☒ judgment creditor ☐ assignee of record applies for an abstract of judgment and represents the following:
   a. Judgment debtor's
      Name and last known address
      DOUGLAS E. LAUBE
      406 W. Simpson
      Lafayette, CO 80026
      LN
   b. Driver's license No. [last 4 digits] and state: ☒ Unknown
   c. Social security No. [last 4 digits]: 2195 ☐ Unknown
   d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): DOUGLAS E. LAUBE
      406 W. Simpson, Lafayette, CO 80026
2. ☐ Information on additional judgment debtors is shown on page 2.
3. Judgment creditor (name and address):
   DAVID STRINGER
   334 W. Third Street, Ste. 300
   San Bernardino, CA 92401
4. ☐ Information on additional judgment creditors is shown on page 2.
5. ☐ Original abstract recorded in this county:
   a. Date:
   b. Instrument No.:

Date: 5/28/14
DAVID STRINGER (TYPE OR PRINT NAME) ▶ (SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed: $ 12,928.96
7. All judgment creditors and debtors are listed on this abstract.
8. a. Judgment entered on (date): 01/21/2014
   b. Renewal entered on (date):
9. ☐ This judgment is an installment judgment.
10. ☐ An ☐ execution lien ☐ attachment lien is endorsed on the judgment as follows:
    a. Amount: $
    b. In favor of (name and address):
11. A stay of enforcement has
    a. ☒ not been ordered by the court.
    b. ☐ been ordered by the court effective until (date):
12. a. ☒ I certify that this is a true and correct abstract of the judgment entered in this action.
    b. ☐ A certified copy of the judgment is attached.

[SEAL]

This abstract issued on (date): JUN 02 2014

Clerk, by _____, Deputy

LAUBE, DOUGLAS

Exhibit 5

PLAINTIFF: DAVID STRINGER DEFENDANT: DOUGLAS E. LAUBE	CASE NUMBER: CIVDS1303000

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor *(name and address):*

14. Judgment creditor *(name and address):*

15. ☐ Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

Driver's license no. [last 4 digits] and state: ☐ Unknown
Social security no. [last 4 digits] ☐ Unknown
Summons was personally served at or mailed to *(address)*:

17. Name and last known address

Driver's license no. [last 4 digits] and state: ☐ Unknown
Social security no. [last 4 digits] ☐ Unknown
Summons was personally served at or mailed to *(address)*:

18. Name and last known address

Driver's license no. [last 4 digits] and state: ☐ Unknown
Social security no. [last 4 digits]: ☐ Unknown
Summons was personally served at or mailed to *(address)*:

19. Name and last known address

Driver's license no. [last 4 digits] and state: ☐ Unknown
Social security no. [last 4 digits]: ☐ Unknown
Summons was personally served at or mailed to *(address)*:

20. ☐ Continued on Attachment 20.

JUN 09 2014

Exhibit 5

Exhibit 6

Statement of Financial Affairs

Fill in this information to identify your case:

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Debtor 2
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: Central District of California

Case number
(If known)

☐ Check if this is an amended filing

Official Form 107

Statement of Financial Affairs for Individuals Filing for Bankruptcy

4/16

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Give Details About Your Marital Status and Where You Lived Before

1. **What is your current marital status?**

☒ Married
☐ Not married

2. **During the last 3 years, have you lived anywhere other than where you live now?**

☒ No
☐ Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

Debtor 1:	Dates Debtor 1 lived there	Debtor 2:	Dates Debtor 2 lived there
Number Street City State ZIP Code	From To	☐ Same as Debtor 1 Number Street City State ZIP Code	☐ Same as Debtor 1 From To
Number Street City State ZIP Code	From To	☐ Same as Debtor 1 Number Street City State ZIP Code	☐ Same as Debtor 1 From To

3. **Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory?** (*Community property states and territories* include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

☐ No
☒ Yes. Make sure you fill out *Schedule H: Your Codebtors* (Official Form 106H).

Part 2: Explain the Sources of Your Income

Exhibit 6

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Case number (if known)_____

4. **Did you have any income from employment or from operating a business during this year or the two previous calendar years?**
Fill in the total amount of income you received from all jobs and all businesses, including part-time activities.
If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.

☒ No
☐ Yes. Fill in the details.

	Debtor 1		Debtor 2	
	Sources of income Check all that apply.	**Gross income** (before deductions and exclusions)	**Sources of income** Check all that apply.	**Gross income** (before deductions and exclusions)
From January 1 of current year until the date you filed for bankruptcy:	☐ Wages, commissions, bonuses, tips ☐ Operating a business	$_____	☐ Wages, commissions, bonuses, tips ☐ Operating a business	$_____
For last calendar year: (January 1 to December 31, _____) YYYY	☐ Wages, commissions, bonuses, tips ☐ Operating a business	$_____	☐ Wages, commissions, bonuses, tips ☐ Operating a business	$_____
For the calendar year before that: (January 1 to December 31, _____) YYYY	☐ Wages, commissions, bonuses, tips ☐ Operating a business	$_____	☐ Wages, commissions, bonuses, tips ☐ Operating a business	$_____

5. **Did you receive any other income during this year or the two previous calendar years?**
Include income regardless of whether that income is taxable. Examples of *other income* are alimony; child support; Social Security, unemployment, and other public benefit payments; pensions; rental income; interest; dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4.

☒ No
☐ Yes. Fill in the details.

	Debtor 1		Debtor 2	
	Sources of income Describe below.	**Gross income from each source** (before deductions and exclusions)	**Sources of income** Describe below.	**Gross income from each source** (before deductions and exclusions)
From January 1 of current year until the date you filed for bankruptcy:	_____	$_____	_____	$_____
	_____	$_____	_____	$_____
	_____	$_____	_____	$_____
For last calendar year: (January 1 to December 31, _____) YYYY	_____	$_____	_____	$_____
	_____	$_____	_____	$_____
	_____	$_____	_____	$_____
For the calendar year before that: (January 1 to December 31, _____) YYYY	_____	$_____	_____	$_____
	_____	$_____	_____	$_____
	_____	$_____	_____	$_____

Exhibit 6

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Case number (if known)

Part 3: List Certain Payments You Made Before You Filed for Bankruptcy

6. **Are either Debtor 1's or Debtor 2's debts primarily consumer debts?**

☐ No. **Neither Debtor 1 nor Debtor 2 has primarily consumer debts.** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of $6,425* or more?

☐ No. Go to line 7.

☒ Yes. List below each creditor to whom you paid a total of $6,425* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

* Subject to adjustment on 4/01/19 and every 3 years after that for cases filed on or after the date of adjustment.

☒ Yes. **Debtor 1 or Debtor 2 or both have primarily consumer debts.**

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of $600 or more?

☐ No. Go to line 7.

☒ Yes. List below each creditor to whom you paid a total of $600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

	Dates of payment	Total amount paid	Amount you still owe	Was this payment for...
Seterus Creditor's Name PO Box 1077 Number Street Hartford CT 06143-7017 City State ZIP Code	5/2017 6/2017 7/2017	$ 8466.00 All at $2822.00 per month	$ 52,632.04	☒ Mortgage ☐ Car ☐ Credit card ☐ Loan repayment ☐ Suppliers or vendors ☐ Other
Chase Creditor's Name PO Box 78035 Number Street Phoenix, AZ 85062-8035 City State ZIP Code	7/2017 5/2017 5/2017	$ 2424.86	$ 201,571.00	☒ Mortgage ☐ Car ☐ Credit card ☐ Loan repayment ☐ Suppliers or vendors ☒ Other ASLOC
Nancie J. Underbrink Creditor's Name 1174 Wellwood Ave Number Street Beaumont, CA 92223 City State ZIP Code	7/17 6/17 5/17	$ 1050.00	$ 47,328	☒ Mortgage ☐ Car ☐ Credit card ☐ Loan repayment ☐ Suppliers or vendors ☐ Other

Exhibit 6

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Case number (if known) _____

7. **Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider?**
Insiders include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.

☒ No
☐ Yes. List all payments to an insider.

	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
Insider's Name Number Street City State ZIP Code		$	$	
Insider's Name Number Street City State ZIP Code		$	$	

8. **Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?**
Include payments on debts guaranteed or cosigned by an insider.

☒ No
☐ Yes. List all payments that benefited an insider.

	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment Include creditor's name
Insider's Name Number Street City State ZIP Code		$	$	
Insider's Name Number Street City State ZIP Code		$	$	

Exhibit 6

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Case number (if known) _____

Part 4: Identify Legal Actions, Repossessions, and Foreclosures

9. **Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?**
List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

- ☐ No
- ☒ Yes. Fill in the details.

	Nature of the case	Court or agency	Status of the case
Case title: Bank of America NA v Douglas Edward Laube	Collections.	State of California County of San Bernardino Superior Court Court Name 247 W. 3rd St Number Street San Bernardino CA 92415-0210 City State ZIP Code	☐ Pending ☐ On appeal ☒ Concluded
Case number: CIVDS1613322			
Case title _____		Court Name Number Street City State ZIP Code	☐ Pending ☐ On appeal ☐ Concluded
Case number _____			

10. **Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied?**
Check all that apply and fill in the details below.

- ☒ No. Go to line 11.
- ☐ Yes. Fill in the information below.

	Describe the property	Date	Value of the property
Creditor's Name Number Street City State ZIP Code	**Explain what happened** ☐ Property was repossessed. ☐ Property was foreclosed. ☐ Property was garnished. ☐ Property was attached, seized, or levied.	_____	$_____
Creditor's Name Number Street City State ZIP Code	**Explain what happened** ☐ Property was repossessed. ☐ Property was foreclosed. ☐ Property was garnished. ☐ Property was attached, seized, or levied.	_____	$_____

Exhibit 6

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Case number (if known) _____

11. Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?

☑ No
☐ Yes. Fill in the details.

Creditor's Name	Describe the action the creditor took	Date action was taken	Amount
Number Street		_____	$_____
City State ZIP Code	Last 4 digits of account number: XXXX–___ ___ ___ ___		

12. Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?

☑ No
☐ Yes

Part 5: List Certain Gifts and Contributions

13. Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than $600 per person?

☑ No
☐ Yes. Fill in the details for each gift.

Gifts with a total value of more than $600 per person	Describe the gifts	Dates you gave the gifts	Value
Person to Whom You Gave the Gift		_____	$_____
Number Street		_____	$_____
City State ZIP Code			
Person's relationship to you _____			

Gifts with a total value of more than $600 per person	Describe the gifts	Dates you gave the gifts	Value
Person to Whom You Gave the Gift		_____	$_____
Number Street		_____	$_____
City State ZIP Code			
Person's relationship to you _____			

Exhibit 6

Debtor 1 Douglas Edward Cowbe
First Name Middle Name Last Name

Case number (if known)

14. Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than $600 to any charity?

☐ No
☒ Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities that total more than $600	Describe what you contributed	Date you contributed	Value
Oak Valley Family Church Charity's Name Calimesa Blvd Number Street Calimesa, CA. City State ZIP Code	Tithe & offering	Various.	$ 1200.00
			$

Part 6: List Certain Losses

15. Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?

☒ No
☐ Yes. Fill in the details.

Describe the property you lost and how the loss occurred	Describe any insurance coverage for the loss Include the amount that insurance has paid. List pending insurance claims on line 33 of *Schedule A/B: Property*.	Date of your loss	Value of property lost
			$

Part 7: List Certain Payments or Transfers

16. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?
Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

☒ No
☐ Yes. Fill in the details.

Person Who Was Paid Number Street City State ZIP Code Email or website address Person Who Made the Payment, if Not You	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
			$
			$

Exhibit 6

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Case number (if known) _____

	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
Person Who Was Paid Number Street City State ZIP Code Email or website address Person Who Made the Payment, if Not You		_____	$_____
		_____	$_____

17. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?
Do not include any payment or transfer that you listed on line 16.

☑ No
☐ Yes. Fill in the details.

	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
Person Who Was Paid Number Street City State ZIP Code		_____	$_____
		_____	$_____

18. Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?
Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property).
Do not include gifts and transfers that you have already listed on this statement.

☒ No
☐ Yes. Fill in the details.

	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made
Person Who Received Transfer Number Street City State ZIP Code Person's relationship to you _____			_____
Person Who Received Transfer Number Street City State ZIP Code Person's relationship to you _____			_____

Exhibit 6

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Case number (if known)_____

19. **Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a beneficiary?** (These are often called *asset-protection devices.*)

☒ No
☐ Yes. Fill in the details.

	Description and value of the property transferred	Date transfer was made
Name of trust _____		_____

Part 8: List Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units

20. **Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred?**
Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

☒ No
☐ Yes. Fill in the details.

	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
Name of Financial Institution Number Street City State ZIP Code	XXXX–__ __ __ __	☐ Checking ☐ Savings ☐ Money market ☐ Brokerage ☐ Other_____	_____	$_____
Name of Financial Institution Number Street City State ZIP Code	XXXX–__ __ __ __	☐ Checking ☐ Savings ☐ Money market ☐ Brokerage ☐ Other_____	_____	$_____

21. **Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?**

☒ No
☐ Yes. Fill in the details.

	Who else had access to it?	Describe the contents	Do you still have it?
Name of Financial Institution Number Street City State ZIP Code	Name Number Street City State ZIP Code		☐ No ☐ Yes

Exhibit 6

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Case number (if known)_____

22. Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?

☒ No

☐ Yes. Fill in the details.

	Who else has or had access to it?	Describe the contents	Do you still have it?
Name of Storage Facility	Name		☐ No ☐ Yes
Number Street	Number Street		
City State ZIP Code	City State ZIP Code		

Part 9: Identify Property You Hold or Control for Someone Else

23. Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.

☒ No

☐ Yes. Fill in the details.

	Where is the property?	Describe the property	Value
Owner's Name			$_____
Number Street	Number Street		
City State ZIP Code	City State ZIP Code		

Part 10: Give Details About Environmental Information

For the purpose of Part 10, the following definitions apply:

- *Environmental law* means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.
- *Site* means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.
- *Hazardous material* means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?

☒ No

☐ Yes. Fill in the details.

	Governmental unit	Environmental law, if you know it	Date of notice
Name of site	Governmental unit		_____
Number Street	Number Street		
City State ZIP Code	City State ZIP Code		

Exhibit 6

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Case number (if known)

25. Have you notified any governmental unit of any release of hazardous material?

☒ No
☐ Yes. Fill in the details.

	Governmental unit	Environmental law, if you know it	Date of notice
Name of site	Governmental unit		
Number Street	Number Street		
	City State ZIP Code		
City State ZIP Code			

26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

☒ No
☐ Yes. Fill in the details.

	Court or agency	Nature of the case	Status of the case
Case title	Court Name		☐ Pending
	Number Street		☐ On appeal
Case number	City State ZIP Code		☐ Concluded

Part 11: Give Details About Your Business or Connections to Any Business

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

☐ A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time
☐ A member of a limited liability company (LLC) or limited liability partnership (LLP)
☐ A partner in a partnership
☐ An officer, director, or managing executive of a corporation
☐ An owner of at least 5% of the voting or equity securities of a corporation

☒ No. None of the above applies. Go to Part 12.
☐ Yes. Check all that apply above and fill in the details below for each business.

	Describe the nature of the business	Employer Identification number Do not include Social Security number or ITIN.
Business Name		EIN: ___ ___ – ___ ___ ___ ___ ___ ___ ___
Number Street	Name of accountant or bookkeeper	Dates business existed
City State ZIP Code		From _____ To _____
	Describe the nature of the business	Employer Identification number Do not include Social Security number or ITIN.
Business Name		EIN: ___ ___ – ___ ___ ___ ___ ___ ___ ___
Number Street	Name of accountant or bookkeeper	Dates business existed
City State ZIP Code		From _____ To _____

Exhibit 6

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Case number (if known)_____

Business Name

Number Street

City State ZIP Code

Describe the nature of the business

Name of accountant or bookkeeper

Employer Identification number
Do not include Social Security number or ITIN.

EIN: __ __ - __ __ __ __ __ __ __

Dates business existed

From _____ To _____

28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

☒ No
☐ Yes. Fill in the details below.

Name

Number Street

City State ZIP Code

Date issued

MM / DD / YYYY

Part 12: Sign Below

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

✘ _____
Signature of Debtor 1

Date 08/24/2017

✘ _____
Signature of Debtor 2

Date _____

Did you attach additional pages to *Your Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?

☒ No
☐ Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?

☒ No
☐ Yes. Name of person_____. Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

Exhibit 6

Fill in this information to identify your case:

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Debtor 2 (Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: Central District of California

Case number (If known)

☐ Check if this is an amended filing

Official Form 108

Statement of Intention for Individuals Filing Under Chapter 7

12/15

If you are an individual filing under chapter 7, you must fill out this form if:

- **creditors have claims secured by your property, or**
- **you have leased personal property and the lease has not expired.**

You must file this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form.

If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).

Part 1: List Your Creditors Who Have Secured Claims

1. **For any creditors that you listed in Part 1 of *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 106D), fill in the information below.**

Identify the creditor and the property that is collateral	What do you intend to do with the property that secures a debt?	Did you claim the property as exempt on Schedule C?
Creditor's name: Seterus Description of property securing debt: Residence 1668 Naranjo Ct Redlands, CA 92374	☐ Surrender the property. ☐ Retain the property and redeem it. ☒ Retain the property and enter into a *Reaffirmation Agreement.* ☐ Retain the property and [explain]:	☐ No ☒ Yes
Creditor's name: Chase Bank Description of property securing debt: Residence 1668 Naranjo Ct Redlands, CA 92374	☐ Surrender the property. ☐ Retain the property and redeem it. ☒ Retain the property and enter into a *Reaffirmation Agreement.* ☐ Retain the property and [explain]:	☐ No ☒ Yes
Creditor's name: Nancie J. Underbrink Description of property securing debt: Residence 1668 Naranjo Ct Redlands, CA 92374	☐ Surrender the property. ☐ Retain the property and redeem it. ☒ Retain the property and enter into a *Reaffirmation Agreement.* ☐ Retain the property and [explain]:	☐ No ☒ Yes
Creditor's name: Description of property securing debt:	☐ Surrender the property. ☐ Retain the property and redeem it. ☐ Retain the property and enter into a *Reaffirmation Agreement.* ☐ Retain the property and [explain]:	☐ No ☐ Yes

Exhibit 6

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Case number (*if known*)_____

Part 2: List Your Unexpired Personal Property Leases

For any unexpired personal property lease that you listed in *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 106G), fill in the information below. Do not list real estate leases. *Unexpired leases* are leases that are still in effect; the lease period has not yet ended. You may assume an unexpired personal property lease if the trustee does not assume it. 11 U.S.C. § 365(p)(2).

Describe your unexpired personal property leases	Will the lease be assumed?
Lessor's name:	❑ No ❑ Yes
Description of leased property:	
Lessor's name:	❑ No ❑ Yes
Description of leased property:	
Lessor's name:	❑ No ❑ Yes
Description of leased property:	
Lessor's name:	❑ No ❑ Yes
Description of leased property:	
Lessor's name:	❑ No ❑ Yes
Description of leased property:	
Lessor's name:	❑ No ❑ Yes
Description of leased property:	
Lessor's name:	❑ No ❑ Yes
Description of leased property:	

Part 3: Sign Below

Under penalty of perjury, I declare that I have indicated my intention about any property of my estate that secures a debt and any personal property that is subject to an unexpired lease.

✘ _____
Signature of Debtor 1

Date 8/01/2017
MM / DD / YYYY

✘ _____
Signature of Debtor 2

Date _____
MM / DD / YYYY

Exhibit 6

Fill in this information to identify your case:

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Debtor 2 (Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: Central District of California

Case number (If known)

Check one box only as directed in this form and in Form 122A-1Supp:

☒ 1. There is no presumption of abuse.

☐ 2. The calculation to determine if a presumption of abuse applies will be made under *Chapter 7 Means Test Calculation* (Official Form 122A–2).

☐ 3. The Means Test does not apply now because of qualified military service but it could apply later.

☐ Check if this is an amended filing

Official Form 122A–1

Chapter 7 Statement of Your Current Monthly Income

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known). If you believe that you are exempted from a presumption of abuse because you do not have primarily consumer debts or because of qualifying military service, complete and file *Statement of Exemption from Presumption of Abuse Under § 707(b)(2)* (Official Form 122A-1Supp) with this form.

Part 1: Calculate Your Current Monthly Income

1. **What is your marital and filing status?** Check one only.
   - ☐ **Not married.** Fill out Column A, lines 2-11.
   - ☐ **Married and your spouse is filing with you.** Fill out both Columns A and B, lines 2-11.
   - ☒ **Married and your spouse is NOT filing with you. You and your spouse are:**
     - ☒ **Living in the same household and are not legally separated.** Fill out both Columns A and B, lines 2-11.
     - ☐ **Living separately or are legally separated.** Fill out Column A, lines 2-11; do not fill out Column B. By checking this box, you declare under penalty of perjury that you and your spouse are legally separated under nonbankruptcy law that applies or that you and your spouse are living apart for reasons that do not include evading the Means Test requirements. 11 U.S.C. § 707(b)(7)(B).

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write $0 in the space.

				Column A **Debtor 1**	*Column B* **Debtor 2 or non-filing spouse**
2. **Your gross wages, salary, tips, bonuses, overtime, and commissions** (before all payroll deductions).				$ Ø	$ Ø
3. **Alimony and maintenance payments.** Do not include payments from a spouse if Column B is filled in.				$ Ø	$ Ø
4. **All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support.** Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Include regular contributions from a spouse only if Column B is not filled in. Do not include payments you listed on line 3.				$ Ø	$ Ø
5. **Net income from operating a business, profession, or farm**	**Debtor 1**	**Debtor 2**			
Gross receipts (before all deductions)	$_____	$_____			
Ordinary and necessary operating expenses	– $_____	– $_____			
Net monthly income from a business, profession, or farm	$_____	$_____	Copy here➔	$ Ø	$ Ø
6. **Net income from rental and other real property**	**Debtor 1**	**Debtor 2**			
Gross receipts (before all deductions)	$_____	$_____			
Ordinary and necessary operating expenses	– $_____	– $_____			
Net monthly income from rental or other real property	$_____	$_____	Copy here➔	$ Ø	$ Ø
7. **Interest, dividends, and royalties**				$ Ø	$ Ø

Exhibit 6

Debtor 1 Douglas Edward Laube
First Name Middle Name Last Name

Case number (if known) _____

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
8. **Unemployment compensation** Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here: ↓	$ Ø	$ Ø
For you: Disability payment $ 2300.		
For your spouse: $ 1200.		
9. **Pension or retirement income.** Do not include any amount received that was a benefit under the Social Security Act.	$	$
10. **Income from all other sources not listed above.** Specify the source and amount. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism. If necessary, list other sources on a separate page and put the total below.		
Dogletimy 401k	$	$
	$	$
Total amounts from separate pages, if any.	+ $	+ $
11. **Calculate your total current monthly income.** Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.	$ Ø +	$ Ø = $ Ø Total current monthly income

Part 2: Determine Whether the Means Test Applies to You

12. **Calculate your current monthly income for the year.** Follow these steps:

12a. Copy your total current monthly income from line 11. ..... **Copy line 11 here** → $ Ø

Multiply by 12 (the number of months in a year). x 12

12b. The result is your annual income for this part of the form. 12b. $ Ø

13. **Calculate the median family income that applies to you.** Follow these steps:

Fill in the state in which you live. CA

Fill in the number of people in your household. 2

Fill in the median family income for your state and size of household. ..... 13. $ 70,245

To find a list of applicable median income amounts, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

14. **How do the lines compare?**

14a. ☒ Line 12b is less than or equal to line 13. On the top of page 1, check box 1, *There is no presumption of abuse.* Go to Part 3.

14b. ☐ Line 12b is more than line 13. On the top of page 1, check box 2, *The presumption of abuse is determined by Form 122A-2.* Go to Part 3 and fill out Form 122A–2.

Part 3: Sign Below

By signing here, I declare under penalty of perjury that the information on this statement and in any attachments is true and correct.

✘ _____ ✘ _____

Signature of Debtor 1 Signature of Debtor 2

Date 08/04/2017 Date _____
MM / DD / YYYY MM / DD / YYYY

If you checked line 14a, do NOT fill out or file Form 122A-2.

If you checked line 14b, fill out Form 122A–2 and file it with this form.

Exhibit 6

Exhibit 7

Purchase Agreement

DocuSign Envelope ID: 9DA68E3B-AB1A-42E8-ADD9-379CBC8B1D60

CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form RPA-CA, Revised 12/15)

Date Prepared: *04/29/2018*

1. **OFFER:**
   A. **THIS IS AN OFFER FROM** *Jennifer Nicole Chagolia, Matthew Leeds* ("Buyer").
   B. **THE REAL PROPERTY** to be acquired is *1668 Naranjo Court, Redlands, CA 92374*, situated in *Redlands* (City), *San Bernardino* (County), California, *92374* (Zip Code), Assessor's Parcel No. *0168781250000* ("Property").
   C. **THE PURCHASE PRICE** offered is *Four Hundred Ninety-Five Thousand* Dollars $ *495,000.00*
   D. **CLOSE OF ESCROW** shall occur on ☐ _____ (date)(or ☐ _____ **Days** After Acceptance).
   E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.
2. **AGENCY:**
   A. **DISCLOSURE:** The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
   B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
   Listing Agent *RE/MAX ADVANTAGE* (Print Firm Name) is the agent of (check one): ☐ the Seller exclusively; or ☐ both the Buyer and Seller.
   Selling Agent *Real Estae Masters & Associates* (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.
   C. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
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 ..... $ *5,000.00*
   (1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☐ cashier's check, ☐ personal check, ☐ other _____ within 3 business days after Acceptance (or _____);
   OR (2) ☐ Buyer Deposit with Agent: 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 within **3** business days after Acceptance (or _____). Deposit checks given to agent shall be an original signed check and not a copy.
   (Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)
   B. **INCREASED DEPOSIT:** Buyer shall deposit with Escrow Holder an increased deposit in the amount of ..... $ _____ within ____ **Days** After Acceptance (or _____). If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.
   C. ☐ **ALL CASH OFFER:** No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☐ Buyer shall, within **3 (or** _____ **) Days** After Acceptance, Deliver to Seller such verification.
   D. **LOAN(S):**
   (1) FIRST LOAN: in the amount of ..... $ *440,000.00*
   This loan will be conventional financing or ☐ FHA, ☐ VA, ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other _____. This loan shall be at a fixed rate not to exceed *4.000* % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed *3.000* % of the loan amount.
   (2) ☐ **SECOND LOAN** in the amount of ..... $ _____
   This loan will be conventional financing or ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ 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 in 3D(1), 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 agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.
   E. **ADDITIONAL FINANCING TERMS:** _____
   F. **BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** in the amount of ..... $ *50,000.00* to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
   G. **PURCHASE PRICE (TOTAL):** ..... $ *495,000.00*

Buyer's Initials (DS Jhl) (DS ML) Seller's Initials (DB) (_____)

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EQUAL HOUSING OPPORTUNITY

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Exhibit 7

DocuSign Envelope ID: 9DA68E3B-AB1A-42E8-ADD9-379CBC8B1D60

Property Address: *1668 Naranjo Court, Redlands, CA 92374* Date: *April 29, 2018*

H. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within **3 (or ____) Days** After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☐ Verification attached.)

I. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (**or** ☐ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. 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. **LOAN TERMS:**

(1) LOAN APPLICATIONS: Within **3 (or ____) Days** After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above **is a contingency** of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:
Within **21 (or ____) Days** After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4) ☐ **NO LOAN CONTINGENCY**: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

(5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

K. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. SALE OF BUYER'S PROPERTY:

A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.

OR B. ☐ This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5. ADDENDA AND ADVISORIES:

A. ADDENDA:

☐ Back Up Offer Addendum (C.A.R. Form BUO)	☐ Addendum # (C.A.R. Form ADM)
☐ Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)	☐ Court Confirmation Addendum (C.A.R. Form CCA)
☐ Short Sale Addendum (C.A.R. Form SSA)	☐ Other

B. BUYER AND SELLER ADVISORIES:

☐ Probate Advisory (C.A.R. Form PA)	☒ Buyer's Inspection Advisory (C.A.R. Form BIA)
☐ Trust Advisory (C.A.R. Form TA)	☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
☐ Short Sale Information and Advisory (C.A.R. Form SSIA)	☐ REO Advisory (C.A.R. Form REO)
	☐ Other

6. OTHER TERMS: _____

7. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**

(1) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report, including tax ☒ environmental ☐ Other: _____ prepared by ***Any Reliable***

(2) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____

(3) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____

Buyer's Initials (DS Jat) (DS ML) Seller's Initials ( ) (_____)

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Exhibit 7

Property Address: *1668 Naranjo Court, Redlands, CA 92374* Date: *April 29, 2018*

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

(1) ☐ Buyer ☒ Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.

(2) (i) ☐ Buyer ☒ Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.

(ii) ☐ Buyer ☒ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.

(iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

(1) (a) ☐ Buyer ☒ Seller shall pay escrow fee ***Each shall pay their own***

(b) Escrow Holder shall be ***Claremont Escrow or Sellers Choice***

(c) The Parties shall, within **5 (or ___) Days** After receipt, sign and return Escrow Holder's general provisions.

(2) (a) ☐ Buyer ☒ Seller shall pay for **owner's** title insurance policy specified in paragraph 13E _____

(b) Owner's title policy to be issued by ***Any Reliable***

(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 ***If Applicable***

(2) ☐ Buyer ☒ Seller shall pay City transfer tax or fee ***If Applicable***

(3) ☐ Buyer ☒ Seller shall pay Homeowners' Association ("HOA") transfer fee _____

(4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.

(5) ☐ Buyer ☐ Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.

(6) Buyer to pay for any HOA certification fee.

(7) ☐ Buyer ☐ Seller shall pay for any private transfer fee _____

(8) ☐ Buyer ☐ Seller shall pay for _____

(9) ☐ Buyer ☐ Seller shall pay for _____

(10) ☒ Buyer ☐ Seller shall pay for the cost, not to exceed $ ***450.00***, of a standard (or ☒ upgraded) one-year home warranty plan, issued by ***First American Home Buyers Protection Corp (Tracy Burnside)***, with the following optional coverages: ☒ Air Conditioner ☐ Pool/Spa ☐ 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.

OR ☐ **Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement.**

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are **not** included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C.

B. ITEMS INCLUDED IN SALE: Except as otherwise specified or disclosed,

(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 power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: ☐ all stove(s), except _____; ☐ all refrigerator(s) except _____; ☐ all washer(s) and dryer(s), except _____;

(3) The following additional items: _____.

(4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (☐ are NOT) included in the sale.

(5) LEASED OR LIENED ITEMS AND SYSTEMS: Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C.

(6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(5) and _____, and (ii) are transferred without Seller warranty regardless of value.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) _____

Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or ☐ will be removed and holes or other damage shall be repaired, but not painted).

Buyer's Initials (___) (___) Seller's Initials (___) (___)

EQUAL HOUSING OPPORTUNITY

Exhibit 7

Property Address: *1668 Naranjo Court, Redlands, CA 92374* Date: *April 29, 2018*

9. CLOSING AND POSSESSION:

A. Buyer intends (or ☐ does not intend) to occupy the Property as Buyer's primary residence.

B. **Seller-occupied or vacant property:** Possession shall be delivered to Buyer: (i) at 6 PM or (____ ☐ AM/☐ PM) on the date of Close Of Escrow; (ii) ☐ no later than ___ calendar days after Close Of Escrow; or (iii) ☐ at ____ ☐ AM/☐ PM on _____ .

C. **Seller remaining in possession After Close Of Escrow:** If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as ☐ C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, ☐ C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.

D. **Tenant-occupied property: Property shall be vacant** at least **5 (or ___) Days** Prior to Close Of Escrow, unless otherwise agreed in writing. **Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.**

OR ☐ **Tenant to remain in possession** (C.A.R. Form TIP).

E. At Close Of Escrow: Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.

F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

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

A. **(1)** Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and **(ii)** unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).

(2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Listing Agent, if any, has completed and signed the Listing Broker section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Broker, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Broker.

(3) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.

(4) Within the time specified in paragraph 14A, **(i)** Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).

(5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.

(6) In the event Seller or Listing Broker, 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. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies** of which Buyer is otherwise aware, or which are **disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**

(7) If any disclosure or notice specified in paragraph 10A(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.

B. **NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 14A, Seller shall, if required by Law: **(i)** Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; **(ii)** 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; and 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 QS).

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.** Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

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/.** To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

F. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**

(1) SELLER HAS: 7 (or ___) Days After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Buyer's Initials (AK) (ML) Seller's Initials (AB) (_____)

Exhibit 7

(2) 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 HOA1): **(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"). **(vi)** private transfer fees; **(vii)** Pet fee restrictions; and **(viii)** smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

11. CONDITION OF PROPERTY: Unless otherwise agreed in writing: **(i)** the Property is sold (a) "AS-IS" in its PRESENT physical 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 conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (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.

12. 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: **(i)** a general physical inspection; **(ii)** an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); **(iii)** inspect for lead-based paint and other lead-based paint hazards; **(iv)** satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database; **(vi)** confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and **(vii)** review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or 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 such 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 indemnity 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 Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. TITLE AND VESTING:

A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). 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. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: **(i)** monetary liens of record (which Seller is obligated to pay off) 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.

Exhibit 7

E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

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 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.

B. (1) **BUYER HAS: 17 (or ___) Days** After Acceptance, unless otherwise agreed in writing, to: **(i)** complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), 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 and other disclosures Delivered by Seller in accordance with paragraph 10A.

(2) Within the time specified in paragraph 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 (C.A.R. Form RRRR) Buyer's requests.

(3) By the end of the time specified in paragraph 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 paragraph 14A, then Buyer has **5 (or ___) Days** After Delivery of any such items, or the time specified in paragraph 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 paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).

(5) Access to Property: Buyer shall have access to the Property to conduct inspections and investigations for **17 (or ____) Days** After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.

C. ☐ **REMOVAL OF CONTINGENCIES WITH OFFER: Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.**

D. **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 the return of Buyer's deposit, except for fees incurred by Buyer.

(2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): **(i)** Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; **(ii)** Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); **(iii)** Deliver a letter as required by paragraph 3J(1); **(iv)** Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; **(v)** In writing assume or accept leases or liens specified in 8B5; **(vi)** Return Statutory and Lead Disclosures as required by paragraph 10A(5); or **(vii)** Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or **(viii)** Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

E. **NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: **(i)** be in writing; **(ii)** be signed by the applicable Buyer or Seller; and **(iii)** give the other Party 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 or NSP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.

F. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, 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 the inability to obtain financing.

G. **CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: **(i)** be signed by the applicable Buyer or Seller; and **(ii)** give the other Party at least **3 (or _____) Days** After Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** Prior to the scheduled close of escrow.

H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign 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. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursal of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to $1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

Exhibit 7

15. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification 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 11; **(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).

16. 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 invoices and paid receipts for Repairs performed by others; **(ii)** prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and **(iii)** provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

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.

18. BROKERS:

A. COMPENSATION: Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

B. SCOPE OF DUTY: 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 determining the fair market value of the Property or any personal property included in the sale; **(x)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(xi)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

19. REPRESENTATIVE CAPACITY: If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within **3 Days** After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

20. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14H, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 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, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). 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 and, as directed by Escrow Holder, within **3 (or ___) Days,** shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.

B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

Exhibit 7

C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, 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.

D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: **(i)** if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or **(ii)** if Buyer and Seller instruct Escrow Holder to cancel escrow.

E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3** Days after mutual execution of the amendment.

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.

B. 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. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).

Buyer's Initials _____ / _____ Seller's Initials _____ / _____

22. DISPUTE RESOLUTION:

A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers (**www.consumermediation.org**) or through any other mediation provider or service mutually agreed to by the Parties. The Parties **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 22C.**

B. **ARBITRATION OF DISPUTES:**

The Parties 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. The Parties 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 22C.

"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; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

Buyer's Initials (_____) (_____) Seller's Initials (_____) (_____)

Exhibit 7

(2) **PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) 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; or (iii) the filing of a mechanic's lien.**

(3) **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 this Agreement.**

23. **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.
24. **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.
25. **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 22A.
26. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOAA).
27. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
28. **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. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
29. **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.**
30. **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. **"Agreement"** means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
    C. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the parties.
    D. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
    E. **"Copy"** means copy by any means including photocopy, NCR, facsimile and electronic.
    F. **"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.
    G. **"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 11:59 PM on the final day.
    H. **"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.
    I. **"Deliver"**, **"Delivered"** or **"Delivery"**, unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
    J. **"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 Party.
    K. **"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.
    L. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
    M. **"Signed"** means either a handwritten or electronic signature on an original document, Copy or any counterpart.
31. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by ☐ _____ ☐ AM/ ☐ PM, on _____(date)).

☐ One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date *04/28/2018* BUYER DocuSigned by: 4/29/2018
(Print name) *Jennifer Nicole Chagolla*
Date *04/28/2018* BUYER Matthew Leeds 4/29/2018
(Print name) *Matthew Leeds*

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

Seller's Initials ( ) ( )

EQUAL HOUSING OPPORTUNITY

Exhibit 7

Property Address: *1668 Naranjo Court, Redlands, CA 92374* Date: *April 29, 2018*

32. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SELLER'S ACCEPTANCE IS **SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:** _____.

☐ One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date 5/3/18 SELLER _____

(Print name) *Lynda T. Bui, ATF IN RE: DOUGLAS LAUBE*

Date _____ SELLER _____

(Print name) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(_____ / _____) (Initials) **(Do not initial if making a counter offer.) 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(2), 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 agrees to accept, out of Listing Broker's proceeds in escrow, 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. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). 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) *Real Estae Masters & Associates* CalBRE Lic. # *01927637*
By DocuSigned by: Brooks Bailey 7C765EE7B7F5436... *Brooks Bailey* CalBRE Lic. # *01892672* Date *04/28/2018* 4/29/2018
By _____ CalBRE Lic. # _____ Date *04/28/2018*
Address *3750 Santa Fe Ave #100* City *Riverside* State *CA* Zip *92507*
Telephone *(909)557-6150* Fax _____ E-mail *brooksbaileyhomes@gmail.com*
Real Estate Broker (Listing Firm) *RE/MAX ADVANTAGE* CalBRE Lic. # *01526050*
By Marjorie Lewis *MARJORIE LEWIS* CalBRE Lic. # *00966263* Date 4/30/18
By _____ CalBRE Lic. # _____ Date _____
Address *611 W. REDLANDS BLVD STE C* City *REDLANDS* State *CA* Zip *92373*
Telephone *(909)307-5665* Fax *(909)307-5664* E-mail *marjorie@redlandsrealestate.biz*

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of $ _____), counter offer numbers _____ ☐ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 20 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 has the following license number # _____
☐ Department of Business Oversight, ☐ Department of Insurance, ☐ Bureau of Real Estate.

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

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

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Buyer Acknowledges that page 10 is part of this Agreement (LHT) (ML)
Buyer's Initials

Reviewed by
Broker or Designee _____

EQUAL HOUSING OPPORTUNITY

Exhibit 7

DocuSign Envelope ID: 9DA68E3B-AB1A-42E8-ADD9-379CBC8B1D60

CALIFORNIA ASSOCIATION OF REALTORS®

BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address: *1668 Naranjo Court, Redlands, CA 92374* ("Property").

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMIITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

A. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.

B. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.

C. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.

D. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.

E. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS;WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.

F. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).

G. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.

H. **FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.

I. **BUILDING PERMITS, ZONING 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.

J. **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.

K. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.

L. **NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may 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.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer DocuSigned by: 4/29/2018 — Jennifer Nicole Chagolla

Buyer DocuSigned by: Matthew Leeds 4/29/2018 — Matthew Leeds

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CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Selling Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/14)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(k) and (m).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant DocuSigned by: 4/29/2018 Date *04/29/2018*

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Matthew Leeds 4/29/2018 Date *04/29/2018*

Agent *Real Estae Masters & Associates* BRE Lic. # *01927637*
Real Estate Broker (Firm)

By Brooks Bailey 4/29/2018 BRE Lic. # *01892672* Date *04/29/2018*
(Salesperson or Broker-Associate) *Brooks Bailey*

Agency Disclosure Compliance (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

Seller/Landlord Date Seller/Landlord Date
Lynda T. Bui, ATF IN RE: DOUGLAS LAUBE

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CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: **(a)** "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. **(b)** "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. **(c)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. **(d)** "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. **(e)** "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. **(f)** "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. **(g)** "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(h)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. **(i)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(j)** "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(k)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(l)** "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. **(o)** "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. **(p)** "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: **(a)** The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). **(c)** Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. **(d)** The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one): ☐ the seller exclusively; or ☐ both the buyer and seller.
(Name of Listing Agent)

(DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one): ☐ the buyer exclusively; or ☐ the seller exclusively; or
(Name of Selling Agent if not the same as the Listing Agent) ☐ both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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CALIFORNIA ASSOCIATION OF REALTORS®

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

(C.A.R. Form PRBS, 11/14)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: **(a)** Broker, without the prior written consent of the Buyer, will not disclose to seller that the Buyer is willing to pay a price greater than the offered price; **(b)** Broker, without the prior written consent of the seller, will not disclose to the buyer that seller is willing to sell property at a price less than the listing price; and **(c)** other than as set forth in (a) and (b) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ *Lynda T. Bui, ATF IN RE: DOUGLAS LAUBE* Date 5/3/18
Seller _____ Date _____
Buyer _____ 4/29/2018 *Jennifer Nicole Chagolia* Date *04/29/2018*
Buyer _____ 4/29/2018 *Matthew Leeds* Date *04/29/2018*

Real Estate Broker (Firm) *RE/MAX ADVANTAGE* CalBRE Lic # *01526050* Date 4/30/18
By _____ CalBRE Lic # *00966263* Date _____
MARJORIE LEWIS

Real Estate Broker (Firm) *Real Estae Masters & Associates* CalBRE Lic # *01927637* Date *04/29/2018*
By _____ 4/29/2018 CalBRE Lic # *01892672* Date *04/29/2018*
Brooks Bailey

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CALIFORNIA ASSOCIATION OF REALTORS®

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Revised 12/17)

Property Address: *1668 Naranjo Court, Redlands, CA 92374* ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. **Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.**
2. **DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.**
3. **Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.**
4. **Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.**
5. **Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.**

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant	DocuSigned by: 4/29/2018	*Jennifer Nicole Chagolia*	Date *04/29/2018*
Buyer/Tenant	Matthew Leeds 4/29/2018	*Matthew Leeds*	Date *04/29/2018*
Seller/Landlord		*Lynda T. Bui, ATF IN RE: DOUGLAS LAUBE*	Date 5/3/18
Seller/Landlord			Date

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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 *April 30, 2018*

This is a counter offer to the: [X] Purchase Agreement, [ ] Buyer Counter Offer No.___, or [ ] Other _____ ("Offer"), dated *April 29, 2018*, on property known as *1668 NARANJO CT., REDLANDS, CA 92374* ("Property"), between *MATTHEW LEEDS, JENNIFER NICOLE CHAGOLIA* ("Buyer") and *LYNDA T. BUI, ATF IN RE: DOUGLAS E. LAUBE* ("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:**
   1) REF PAGE 3, ITEM # 7B (2) (I) AND (II) BOXES TO BE LEFT UNCHECKED
   2) BUYER TO INITIAL LIQ. DAMAGES CLAUSE, #21 AND ARBITRATION CLAUSE, #22.
   3) SEE ATTACHED ADDENDUM FOR BUYER'S SIGNATURE
   4) BUYER TO BE CROSS QUALIFIED WITH FINANCIAL 2000 - ATTN; NANCY OVERGAAG WITHIN 3 CALENDAR DAYS FROM ACCEPTANCE OF OFFER.
   D. **The following attached addenda are incorporated into this Seller Counter offer:** [ ] Addendum No. _____
   [ ] _____ [ ] _____

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 4 (if more than one signature then, the last signature date)(or by _____ [ ] AM [ ] PM on _____ (date)) (i) it is signed in paragraph 5 by Buyer and (ii) a copy of the signed Seller Counter Offer is personally received by Seller or *MARJORIE LEWIS*, who is authorized to receive it.
   OR B. If Seller withdraws it anytime prior to Acceptance (CAR Form WOO may be used).
   OR C. If Seller accepts another offer prior to Buyer's Acceptance of this counter offer.

3. **MARKETING TO OTHER BUYERS:** Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in 2A and 5. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.

4. **OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.**
   Seller _____ *LYNDA T. BUI, ATF IN RE: DOUGLAS E.* Date ~~09/14/2017~~ 5/3/18
   Seller _____ Date _____

5. **ACCEPTANCE: I/WE** accept the above Seller Counter Offer **(If checked [ ] SUBJECT TO THE ATTACHED COUNTER OFFER)** and acknowledge receipt of a copy.
   Buyer _____ *MATTHEW LEEDS* Date 5/7/2018 Time _____ [ ] AM/ [ ] PM
   Buyer _____ *JENNIFER NICOLE CHAGOLIA* Date 5/7/2018 Time _____ [ ] AM/ [ ] PM

DocuSigned by: Matthew Leeds 131FF71C276D4B7...
DocuSigned by: 5CC4E77E42C546...

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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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Exhibit 7

ADDENDUM TO COUNTER-OFFER NO. 1

This Addendum to **Counter-Offer No. 1** ("Addendum") is intended to set forth the terms and conditions of a contract for the purchase by and sale to **Matthew Leeds and Jennifer Nicole Chagolia** (collective "Buyer") from Lynda T. Bui, solely in her capacity as Chapter 7 Trustee for the bankruptcy estate ("Bankruptcy Estate") of ***In re Douglas Edward Laube*, Case No. 6:17-bk-16492-MJ** ("Seller" or "Trustee"), of the real property commonly known as **1668 Naranjo Court, Redlands, California 92374** ("Property"). When executed below, this Addendum together with Counter-Offer No. 1 to the California Residential Purchase Addendum and Joint Escrow Instructions dated **April 30, 2018** will constitute conclusive evidence and the exclusive terms and conditions of the contract for such purchase and sale (the "Sale") of the Property.

1. PURCHASE PRICE; DEPOSIT; ESCROW. The purchase price for the Property shall be **Four Hundred Ninety-Five Thousand Dollars ($495,000.00)** ("Purchase Price") subject to overbids. Buyer shall make an initial deposit of **Five Thousand Dollars** (**$5,000.00**) ("Initial Deposit") in the form of cashier's check or wire transfer made payable and delivered to **A & A Escrow Services** ("Escrow Holder") within three (3) business days of acceptance of this Counter-Offer by Buyer, Seller's execution of the Affirmation Addendum in the form attached hereto as **Exhibit A**, and Buyer's receipt of a copy of the fully executed Counter-Offer and the Affirmation Addendum.

Buyer shall deliver to the Trustee, within three (3) days of mutual execution of this Addendum 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 Addendum 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 Addendum 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.

2. BUYER'S DUE DILIGENCE AND CANCELLATION RIGHT. Buyer shall have fifteen (15) 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 purchase of the Property, including, but not limited to

Exhibit 7

and 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 Buyer's election to withdraw from this Addendum 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 Addendum 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 as set forth in Paragraph 3 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 Addendum and the Sale (including as set forth in Paragraph 6).

3. TITLE; TITLE INSURANCE. Within three (3) business days after acceptance of the Counter Offer, Title Company 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 this paragraph, 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) that interferes 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 Addendum and the sale, in which event Buyer's and Seller's obligations under this Addendum shall be terminated and Buyer shall receive a full refund of Buyer's Deposit, or (ii) elect to correct the item(s) that was 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 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.

4. 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 such order. 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.

5. BANKRUPTCY SALE. Buyer acknowledges that Seller is a Trustee appointed to administer the above referenced Bankruptcy Estate, and is a party to this Addendum 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 Addendum 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 Bankruptcy Estate in connection with this transaction, the Trustee, including his agents, attorneys, and other representatives, shall in no event have any personal liability whatsoever (whether in the Trustee's 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 Bankruptcy Estate.

6. 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 Addendum. Seller shall not be responsible to pay any one-year home warranty plan.

7. 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 not seek to obtain 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.

8. BROKERS. Subject to Bankruptcy Court approval, Seller will pay a real estate agent's commission aggregating up to **six percent (6%)** of the purchase price of the Property to be split equally by the real estate Brokers. The Brokers are confirmed as follows: **ReMax Advantage** representing the Seller and **Real State Masters & Associates** representing the Buyer. Brokers acknowledge that the Trustee may request and the Bankruptcy Court may approve a commission **less than six percent (6%)**. 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 Addendum 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

Exhibit 7

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.

9. 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 Addendum, 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 8(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.

10. 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 increased thereof by Buyer). In the event Buyer fails to close the sale for any reason other than Seller's default, after Buyer's contingencies have been removed as under Paragraphs 2 and 3, Buyer's Deposit (plus any increase, thereof by Buyer) shall be paid over to Seller and retained by Seller as liquidated damages without further legal action. 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 three percent of the Purchase Price. This provision shall apply equally to the Deposit (and any increase, thereof by Buyer).

DS ML DS JLt **Buyer's Initials]**

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 Addendum and Buyer hereby consents and submits to such exclusive jurisdiction. This Addendum 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 Addendum is made "as-is," "where-is," and "with all faults," except as specifically provided in this Addendum. Seller and Brokers and agents herein have not made, do not make, and specifically negate and disclaim any representations, warranties, promises, covenants, Addendums, 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,

Exhibit 7

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, including Buyer's agreement to purchase their own home warranty and comply with any and all government requirements and retrofit, at Buyer's expense, prior to close of escrow; (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 Addendum, 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 Addendum, 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. THE SALE WILL NOT BE CONTINGENT ON ANY WRITTEN APPRAISAL OF THE PROPERTY.

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 may at his sole discretion 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 Paragraph 1

C. In the event Buyer is dissatisfied with the results of such inspection(s), Buyer may give written Notice of Cancellation to Seller strictly as and within the time provided in Paragraph 1. Buyer's failure to give such notice as and within the period specified therein shall conclusively be deemed Buyer's satisfaction and removal of such contingency and Buyer's election to proceed with the Sale.

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 Addendum, Buyer is relying solely upon Buyer's own investigation 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-Offers 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 Addendum attached hereto as **Exhibit A** which, if so executed by Seller, will constitute Seller's Addendum that Seller will sell the Property to Buyer, subject to Bankruptcy Court approval, the rights of any overbidding parties, and the terms and conditions of this Addendum. Buyer further acknowledges that it would be imprudent and unrealistic to rely upon the expectation of entering into a binding Addendum regarding the subject matter of this Counter-Offer prior to receipt of Seller's Affirmation of Addendum, and further represents to Seller that any efforts to complete due diligence, to negotiate or to perform any of the obligations provided herein shall not be considered as evidence of binding intent without Seller's Affirmation of Addendum, and understands that BUYER'S ACCEPTANCE HEREOF SHALL HAVE NO FORCE OR EFFECT PRIOR TO BUYER'S RECEIPT OF SUCH AFFIRMATION OF ADDENDUM 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 Addendum, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

19. LOAN CONTINGENCY. There shall be no loan contingency whatsoever.

20. TRUSTEE'S LIABILITY. The Buyer acknowledges that the Trustee is acting in his official capacity only. No personal liability shall be sought or enforced against the Trustee with regard to the Addendum, including the Addendum, the assets, the sale of the Property, or the physical condition of the Property. In the event that the Trustee fails or refuses to complete the transaction for any reason, then the limit of the Trustee's liability is only to return any money paid to the Trustee by the Buyer, without deduction. Prior to and after the closing of escrow, the United

States Bankruptcy Court shall have and retain the sole and exclusive jurisdiction over the Property and the Addendum; and all disputes arising before and after closing shall be resolved in said Court. Further, the Trustee and the Buyer have agreed that if a dispute arises, such dispute may initially be resolved through the Mediation Program pending in the United States Bankruptcy Court for the Central District of California.

21. HOLD HARMLESS. The Buyer understands the terms and conditions of the entire purchase contact and holds the Bankruptcy Estate and the realtors, brokers, agents, Lynda T. Bui, Trustee, Shulman Hodges & Bastian LLP, the law firm of which the Trustee is associated, agents and employees, harmless from any liabilities arising from this contact. All parties hereto further agree, jointly and severally, to pay on demand as well as to indemnify and hold Escrow harmless from and against all costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of any kind or nature which in good faith, Escrow may incur or sustain in connection with or arising out of this Escrow and Escrow is hereby given a lien upon all the rights, titles and interest of each of the undersigned in all escrow papers and other property and monies deposited in this escrow, to protect the rights of escrow and to indemnify and reimburse Escrow under this Addendum. In the event this Escrow is not completed for any reason, Escrow is authorized to deduct and pay its fee, plus costs incurred from any funds on deposit.

22. 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 on **May 4, 2018**. Such acceptance shall nevertheless be subject to **Paragraph 17**.

I, the Buyer herein, have reviewed the foregoing Addendum and understand the terms and conditions set forth herein, and further agree to purchase the Subject Property pursuant to said terms and conditions.

Dated: 5/7/2018

DocuSigned by:
Matthew Leeds
131FF71C276D4B7...
M yer

Dated: 5/7/2018

DocuSigned by:
5CC4E77E42C546...
Jennifer M , Buyer

I, Seller, agree to sell the Subject Property pursuant to the terms and conditions set forth herein.

Dated: 5/3/18

By: _____
Lynda T. Bui in her sole capacity as Chapter 7 Trustee for the Bankruptcy Estate of ***In re Douglas Edward Laube*, Case No. 6:17-bk-16492-MJ**, and not in her individual capacity

SO AGREED.

TRUSTEE'S BROKER:

Remax Advantage

Dated: 5/8/2018

Marjorie Lewis

Marjorie Lewis, Trustee's Agent

BUYER'S BROKER:

Real Estate Masters & Associates

Dated: 5/7/2018

DocuSigned by:
Brooks Bailey
G765EE2C9F54966...

Brooks Bailey, Buyer's Agent

Exhibit 7

EXHIBIT A

SELLER'S AFFIRMATION OF ADDENDUM

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 Addendum, but subject to Bankruptcy Court approval and rights any of overbidders. Seller shall revoke any other outstanding Counter-Offers made to other prospective buyers or make the same subject and subordinate to this Addendum.

SELLER

Dated: 5/9/18

By: _____

Lynda T. Bui, solely in her capacity as Chapter 7 Trustee
for the Bankruptcy Estate of ***In re Douglas Edward Laube***,
Case No. 6:17-bk-16492-MJ

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:
100 Spectrum Center Drive, Suite 600, Irvine, CA 92618

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 (*date*) **May 29, 2018** 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 (*date*) **May 29, 2018**, 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 (*date*) **Not Applicable**, 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.

☐ 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.

May 29, 2018	**Lorre Clapp**	**/s/ Lorre Clapp**
Date	*Printed Name*	*Signature*

NEF SERVICE LIST

- **Lynda T. Bui (TR) trustee.bui@shbllp.com, C115@ecfcbis.com**
- **Nichole Glowin on behalf of Creditor Seterus, Inc. as the authorized subservicer for Federal National Mortgage Association ("Fannie Mae"), Creditor c/o Seterus, Inc. nglowin@wrightlegal.net, BKUDGeneralupdates@wrightlegal.net**
- **Rika Kido on behalf of Trustee Lynda T. Bui (TR) rkido@shbllp.com, avernon@shbllp.com**
- **Nancy L Lee on behalf of Creditor JPMorgan Chase Bank, National Association bknotice@mccarthyholthus.com, nlee@ecf.courtdrive.com**
- **Leonard M Shulman on behalf of Trustee Lynda T. Bui (TR) lshulman@shbllp.com**
- **Todd L Turoci on behalf of Debtor Douglas Edward Laube mail@theturocifirm.com**
- **United States Trustee (RS) ustpregion16.rs.ecf@usdoj.gov**

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