

Debtor(s).

Location: Courtroom 302, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501

Overbid procedure (if any): Initial overbid of \$65,000.00, minimum bid increments thereafter shall be \$1,000.00.

Overbids must be in writing and received by the Trustee and his counsel on or before November 1, 2018 (7 days prior to hearing on Sale Motion). Certified funds of 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:

November 8, 2018 at 9:30 am (Outstanding liens to be paid through escrow on the sale transaction.)
United States Bankruptcy Court
Courtroom 302
3420 Twelfth Street
Riverside, CA 92501

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

Brandon J. Iskander
Shulman Hodges & Bastian LLP
100 Spectrum Center Drive, Suite 600
Irvine, CA 92618
Telephone: (949) 340-3400
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Email: biskander@shbllp.com

Date: 10/18/2018

Attachments:

- (1) Statement of Information**
- (2) Sale Motion**

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

<u>LBR 6004-1(c)(3) Requirement</u>	<u>Information</u>
<i>LBR 6004-1(c)(3)(A)</i> Date, Time, and Place of hearing on the proposed sale:	Hearing Date and Time: November 8, 2018 at 9:30 a.m. Hearing Place: Courtroom 302 U.S. Bankruptcy Court 3420 Twelfth Street, Riverside, CA 92501
<i>LBR 6004-1(c)(3)(B)</i> Name and address of the proposed buyer:	Jong Hyun Bahk, 1690 W. Arrow Route, #54, Upland, CA 91786
<i>LBR 6004-1(c)(3)(C)</i> Description of the property to be sold:	Mobile home located at 1456 E. Philadelphia Street, Space 324, Ontario, California 91761 ("Property")
<i>LBR 6004-1(c)(3)(D)</i> Terms and conditions of the proposed sale, including the price and all contingencies:	The Buyer has offered \$60,000.00, 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.
<i>LBR 6004-1(c)(3)(E)</i> 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:	Outstanding liens will be paid through escrow on the sale transaction. Thus, outstanding liens will be released, discharged and terminated at the close of escrow and the liens will not attach to the sale proceed. A chart describing the liens, claims or interests impacting the Property and their treatment through the sale is set forth in the attached <i>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 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</i> ("Sale Motion").
<i>LBR 6004-1(c)(3)(F)</i> 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 5 through 6.
<i>LBR 6004-1(c)(3)(G)</i> Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale:	Purchase price of \$60,000.00, 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 \$4,800.00 (8% of the purchase price). The Trustee also seeks approval to use proceeds of the sale to reimburse her Broker an amount estimated not to exceed \$224.40 for the expenses he incurred to secure the Property so that it could be marketed for sale. 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, and contingent upon Court approval of the Trustee Motion to Approve Compromise filed on October 17, 2018 (Docket No. 65) the Trustee estimates to generate net proceeds of approximately \$20,000.00 for the Estate.

<u>LBR 6004-1(c)(3) Requirement</u>	<u>Information</u>
<p><i>LBR 6004-1(c)(3)(H)</i> If authorization is 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:</p>	<p>On September 17, 2018, the Court entered an Order granting Chapter 7 trustee's application to employ Richard A. Halderman, Jr. ("Realtor") as the Trustee's realtor. Under the listing agreement, the Realtor is entitled to a commission on the sale in an amount not to exceed 6% of the purchase price (or \$3,600.00) to be split between the Trustee's Realtor and Selling Agent. (The Buyer's Selling Agent is New Star Realty). The Trustee is also requesting authority to reimburse the Realtor for out-of-pocket expenses of no more than \$224.40 for re-keying the Property to secure it in preparation for the marketing process. Escrow fees shall be split between Buyer and the Estate in the manner customary in the County where the Property is located.</p>
<p><i>LBR 6004-1(c)(3)(I)</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:</p>	<p>The Trustee has not yet hired an accountant but given that the Property had been the Debtor's primary residence where she resided there two out of the last five years, the Estate may be entitled to capital gains exclusions such that the Trustee does not expect to pay any capital gains taxes on the sale.</p>
<p><i>LBR 6004-1(c)(3)(J)</i> Date which objection must be filed and served:</p>	<p>Objections, if any, must be filed and served 14 days prior to the Hearing Date (or by October 25, 2018).</p>

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6 Attorneys for Karl T. Anderson,
Chapter 7 Trustee
7

8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**
10

11 In re
12 **SUZAN JANE KRIEGER,**
13 Debtor.
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Case No. 6:17-bk-19296-SY

Chapter 7

**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 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;**

**MEMORANDUM OF POINTS AND
AUTHORITIES AND DECLARATIONS OF
KARL T. ANDERSON AND RICHARD
HALDERMAN IN SUPPORT THEREOF**

**[Real Property located at: 1456 E. Philadelphia
Street, Space 324, Ontario, CA 91761**

Hearing Date:

Date: November 8, 2018

Time: 9:30 a.m.

Place: Courtroom 302

United States Bankruptcy Court
3420 Twelfth Street
Riverside, CA 92501

1 **TO THE HONORABLE SCOTT H. YUN, UNITED STATE BANKRUPTCY JUDGE, THE**
2 **OFFICE OF THE UNITED STATES TRUSTEE, THE DEBTOR AND HER COUNSEL,**
3 **ALL CREDITORS, AND ALL OTHER INTERESTED PARTIES:**

4 Karl T. Anderson, the Chapter 7 trustee (“Trustee”) for the bankruptcy estate (“Estate”) of
5 Suzan Jane Krieger (“Debtor”), brings this Motion for Order: (1) Approving the Sale of Real
6 Property of the Estate Pursuant to Bankruptcy Code § 363(b)(1) and Subject to Overbids, Combined
7 With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized;
8 (2) Approving Payment of Real Estate Commission and Other Costs; and (3) Granting Related
9 Relief (“Sale Motion”) and respectfully represents as follows:

10 **I. RELIEF REQUESTED**

11 Through this Sale Motion, the Trustee seeks authorization to sell the Property to the Buyer
12 pursuant to the terms of the Sale Agreement, subject to the Bidding Procedures, and a finding by
13 the Court that the Buyer is a good faith buyer within the meaning of 11 U.S.C. § 363(m). Liens
14 against the Property (delinquent space rent and real property taxes) will be paid through the sale and
15 therefore the liens will be released through escrow and will not attach to the proceeds received by
16 the Trustee on behalf of the Estate. All costs of sale, including escrow fees, real estate commissions
17 and other costs incurred by the Trustee’s Realtor, will be paid at closing. After payment of the costs
18 of sale, the Trustee expects to generate net proceeds of approximately \$20,000.00. The Trustee
19 believes that (i) a significant distribution to unsecured creditors will be achieved as result of the sale,
20 and (ii) good cause exists to grant the Sale Motion so creditors do not lose this favorable business
21 opportunity.

22 **II. BACKGROUND**

23 **A. The Bankruptcy Case**

24 The Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code on November
25 8, 2017 (“Petition Date”).

26 The last day to file claims in the case was July 16, 2018. Government claims were due by
27 May 7, 2018. The Court’s Claims Register indicates there has been one general unsecured claim
28 filed totaling \$1,049.74.

1 **B. The Property**

2 The Debtor lists her ownership of real property in the form of a mobile home located at 1456
3 E. Philadelphia Street, Space 324, Ontario, California 91761 (“Property”) on her Schedule A/B.
4 According to her Schedules filed on November 28, 2017, Debtor values the Property at \$57,000.00,
5 claims a homestead exemption in the amount of \$175,000.00 pursuant to Cal. Civ. Proc. Code §
6 704.730, and lists no secured claims against the Property. Attached as **Exhibit 1** to the Declaration
7 of Karl T. Anderson (“Anderson Declaration”) are true and correct copies of the Debtor’s Schedules
8 A/B, C and D. Attached as **Exhibit 2** to the Anderson Declaration is a true and copy of an official
9 Title Search (“Title Search”) for the Property dated September 4, 2018 from the California
10 Department of Housing and Community Development (“HCD”) Division of Codes and Standards.
11 As set forth in greater detail in the Title Search, the Property is a double-wide 1980 Lancer
12 manufactured mobile home of 56 feet by 24 feet in total area, HCD decal number LAL3684, United
13 States Department of Housing and Urban Development (“HUD”) Label Nos. CALI76222 &
14 CALI76223, located at Space 324 in the Rancho Ontario mobile home park at 1456 E. Philadelphia
15 Street, Ontario California 91761. The Assessor’s Parcel Number for the Property 0216-081-07-
16 6324.

17 On February 16, 2018, Ontario Mobile Home Park Corp. aka Rancho Ontario (“Park
18 Operator”) filed a Motion for Relief from Stay (“Stay Motion”) (Dk. No. 25) with respect to the
19 Property on the ground that a notice to quit had been served and an unlawful detainer proceeding
20 had commenced, but had not concluded, as of the Petition Date. Although the Park Operator did
21 not set forth the amount of secured delinquent space rent encumbering the Property in the Stay
22 Motion, as a result of ongoing negotiations with the Park Operator, the Trustee believes the current
23 balance is approximately \$14,000. (See Anderson Declaration, ¶ 4 & **Exhibit 6**.)

24 On October 17, 2018, the Trustee filed a Motion to Approve Compromise under Rule 9019
25 between the Bankruptcy Estate and the Debtor (“Compromise Motion”) (Dk. No. 65). Pursuant to
26 the settlement agreement attached to the Compromise Motion, the Debtor has agreed to waive any
27 homestead exemption in the Property and cooperate in a sale of the Property in exchange for a 50/50
28 split between she and the Estate of the net proceeds from the same. If the Compromise Motion is

1 approved, the net equity available in the Property for the Estate is approximately \$20,000 as
2 explained below in further detail.

3 **C. Employment of the Realtor, Marketing and Basis for Value**

4 On May 17, 2017, the Trustee filed an Application to Employ Richard A. Halderman, Jr.
5 (“Realtor”) as Realtor (“Application”) (Dk. No. 39) to assist the Trustee in the listing, marketing
6 and negotiation for a sale of the Estate’s interest in the Property. An Order approving the
7 Application was entered on September 17, 2018 (Dk. No. 63). The listing agreement with the
8 Realtor provides for a real estate commission to be paid of 6% of the sale price, and if applicable,
9 the commission would be split between the Trustee’s Realtor and the broker or agent that represents
10 the purchaser of the Property (a “Selling Agent”). In this sale, New Star Realty Inc. is the Selling
11 Agent.

12 The Estate does not have the funds to obtain a formal written appraisal for the estimated
13 value of the Property. The Realtor has more than forty years of experience in the sale of real property
14 and property valuations and is familiar with valuing real property in today’s economic environment.
15 After conducting an on-site inspection and a review of comparable sales of similar properties the
16 Realtor believed the Property had fair market value that supported a listing for sale at \$57,000.00.
17 Through his Realtor, the Trustee received an offer of \$60,000.00 for the Property from Jong Hyun
18 Bahk (“Buyer”). The Property has been on the market for approximately five months. In that time,
19 there have been several inquiries by brokers on behalf of potential buyers and four offers ranging
20 from \$45,000.00 to \$60,000.00, the Buyer’s offer being the highest and best.

21 The Trustee believes that the proposed sale, subject to overbids, will be at fair market value.
22 Given that the sale is subject to overbids, the Trustee anticipates that he will receive the best and
23 highest value for the Property and that the proposed sale price will be fair and reasonable. Moreover,
24 with the secured space rent to the Park Operator on the Property increasing every month, the Trustee
25 believes the Property must be sold as soon as possible in order to maximize the benefit for the Estate.

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D. Buyer and Sale Terms

As mentioned *supra*, the Trustee has received an offer to purchase the Property for \$60,000.00, subject to overbids. The Manufactured Home Purchase Agreement and Joint Escrow Instructions and all addenda thereto (“Purchase Agreement”) are attached as **Exhibit 3** to the Anderson Declaration. 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. All costs of sale, including escrow fees and real estate commissions will be paid at closing. The Estate and the Buyer will each pay their own escrow fees as is customary in the County where the Property is located (San Bernardino County, California).

E. Treatment of Liens and Encumbrances Through the Sale

The outstanding liens against the Property and the proposed treatment of such liens and encumbrances through the sale is as follows:

<u>Creditor</u>	<u>Description</u>	<u>Amount Owed (Estimated)</u>	<u>Treatment of the Lien Through the Sale</u>
San Bernardino County Tax Collector	Real Property taxes	\$438.02	All outstanding real property taxes will be paid through escrow.
Ontario Mobile Home Park Corp. aka Rancho Ontario	Delinquent space rent	\$13,974.28	All outstanding space rent will be paid through escrow on the sale transaction and it will be released, discharged, and terminated at the close of escrow. The lien will not attach to the sale proceeds.

F. Notice of the Bidding Procedures

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 to the Buyer on an exclusive basis. Accordingly, in order to obtain the highest and best offer for the Property, the Trustee is utilizing, and seeks Court approval of, the following procedures for bidding (“Bidding Procedures”):

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1 1. Potential overbidder(s) must bid an initial amount of \$65,000.00. Minimum bid
2 increments thereafter shall be \$1,000.00. The Trustee shall have sole discretion in determining
3 which overbid is the best for the Estate and will seek approval from the Court of the same.

4 2. Overbids must be in writing and be received by the Trustee's counsel, Shulman
5 Hodges & Bastian LLP to the attention of Brandon J. Iskander on or before seven days prior to the
6 hearing on the Sale Motion (or by November 1, 2018).

7 3. Overbids must be accompanied by certified funds in an amount equal to 3% of the
8 overbid purchase price.

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

14 5. The overbidder must seek to acquire the Property on terms and conditions not less
15 favorable to the Estate than the terms and conditions to which the Buyer has agreed to purchase the
16 Property as set forth in the Purchase Agreement attached as **Exhibit 3** to the Anderson Declaration,
17 including closing on the sale of the Property in the same time parameters as the Buyer.

18 6. All competing bids must acknowledge that the Property is being sold on an "AS IS"
19 basis without warranties of any kind, expressed or implied, being given by the Trustee, concerning
20 the condition of the Property or the quality of the title thereto, or any other matters relating to the
21 Property. The competing bid buyer must represent and warrant that he/she is purchasing the
22 Property as a result of his/her own investigations and is not buying the Property pursuant to any
23 representation made by any broker, agent, accountant, attorney or employee acting at the direction,
24 or on the behalf of the Trustee. The competing bidder must acknowledge that he/she has inspected
25 the Property, and upon closing of escrow governed by the Purchase Agreement, the competing buyer
26 forever waives, for himself/herself, his/her heirs, successors and assigns, all claims against the
27 Debtor, her attorneys, agents and employees, the Estate, Karl T. Anderson as Trustee and
28 individually, and his attorneys, agents and employees, arising or which might otherwise arise in the
future concerning the Property.

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

 8. 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.

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1 9. In the event the Successful Bidder fails to close on the sale of the Property within the
2 time parameters approved by the Court, the Trustee shall retain the Successful Bidder's Deposit and
3 will be released from his obligation to sell the Property to the Successful Bidder and the Trustee
4 may then sell the Property to the First Back-Up Bidder approved by the Court at the hearing on the
5 Sale Motion.

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

11 The Bidding Procedures will be provided to all creditors and any potential bidders or parties
12 who have shown an interest in the Property. In addition, a Notice of Sale of Estate Property will be
13 filed with the Court for posting on the Court's website under the link "Current Notices of Sales,"
14 thereby giving notice to additional potential interested parties. Based on the foregoing, the Trustee
15 believes that under the circumstances of this case, the Property will have been appropriately
16 marketed for bidding.

17 **G. Costs of Sale**

18 Under the listing agreement for the Property, the Realtor is entitled to a commission on the
19 sale in an amount not to exceed 6% of the purchase price. The Trustee seeks authorization to pay a
20 real estate agent commission in the amount of \$3,600.00 to be split between the Trustee's Realtor
21 and the Selling Agent as follows:

Trustee's Realtor, Richard A. Halderman, Jr.	3% (or \$1,800.00)
Selling Agent, New Star Realty	3% (or \$1,800.00)
Total Commission	\$3,600.00

22 The Trustee also seeks approval to use proceeds of the sale to reimburse his Realtor an
23 amount not to exceed \$224.40 for the expenses he incurred re-keying the Property so that it could
24 be secured and marketed for sale. A true and correct copy of the Realtor's locksmith bill is attached
25 to the Declaration of Richard A. Halderman, Jr. as **Exhibit 4**.

26 Escrow fees shall be split between Buyer and the Estate in the manner customary in the
27 County where the Property is located (San Bernardino County, California).
28

1 The total costs of sale, including real estate commission is estimated at 8% of the purchase
2 price, or approximately \$4,800.00.

3 **H. Tax Consequences**

4 The Trustee has not yet hired an accountant but given that the Property had been the Debtor's
5 primary residence, the Estate may be entitled to capital gains exclusions such that the Trustee does
6 not expect to pay any capital gains taxes on the sale.

7 **I. Turnover of the Property at Closing**

8 Out of an abundance of caution so that the Trustee may close on the sale of the Property, the
9 Trustee requests that the Court order approving the Sale Motion provide that: (i) the Debtor or any
10 occupants of the Property are ordered to vacate the Property no later than two (2) business days
11 before the escrow closing date; (ii) in the event the Debtor or any occupants of the Property fail to
12 immediately vacate the Property, the Trustee shall be entitled to the issuance of a writ of possession
13 for the Property; (iii) the United States Marshal or other law enforcement officer enforcing the writ
14 or accomplishing such seizure shall employ whatever reasonable force is necessary to enter the
15 Property and to remove the occupants from possession; (iv) the United States Marshal or other law
16 enforcement officer shall institute a lock out whereby the Property will be re-keyed so as to avoid
17 further entry of the Property by the Debtor or any persons not authorized by the Trustee; (v) the
18 Trustee shall hold harmless the United States Marshal or other law enforcement for any claims
19 arising from any acts, incident or occurrences in connection with the seizure and possession of the
20 Property.

21 **III. ARGUMENT¹**

22 **A. There is a Good Business Reason for the Sale, Which is in the Best Interest of the Estate**

23 The first two enumerated duties of a Chapter 7 trustee under the Bankruptcy Code are to
24 collect and reduce to money the property of the estate and to be accountable for all property received.
25 See 11 U.S.C. §§ 704(a)(1) & (2). The Trustee, after notice and hearing, may sell property of the
26 estate. 11 U.S.C. § 363(b). Courts ordinarily will approve a proposed sale if there is a good business
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28 ¹ 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.

reason for the sale and the sale is in the best 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). Here, the sale is anticipated to net the Estate approximately \$20,281.00 calculated as follows (amounts are estimated):

Sale Price (or an amount as increased by successful overbid)	\$60,000.00
Less real estate commission and costs of sale (estimated at 8% of sales price)	(\$4,800.00)
Less property taxes (pro-rata) (estimated)	(\$438.02)
Less payment to Park Operator (estimated)	(\$13,974.28)
Less reimbursement of the Realtor's expenses	(\$224.40)
Estimated net sale proceeds (will increase if there is a successful overbid)	\$40,563.30
Less Debtor's half of net sale proceeds if Compromise Motion is approved	(\$20,281.65)
Estimated net sale proceeds for the benefit of the Estate	\$20,281.65

Accordingly, the Trustee expects to make a meaningful distribution to unsecured creditors from the sale of the Property. If the Sale Motion is not approved, then there will be a substantial loss to the Estate. In such event, the Estate will not receive any benefit from the Property.

Furthermore, the Trustee believes that the proposed sale will be at fair market value because it is the best offer the Estate has received thus far for the Property, and the sale is subject to the Bidding Procedures. Accordingly, the Trustee respectfully submits that, if this Court applies the good business reason standard suggested by the Second Circuit in *Lionel*, the sale should be approved.

B. Request for Payment of Real Estate Commission to Realtor and Other Costs

Bankruptcy Code Section 328 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). The

Trustee seeks authorization to pay a real estate agent commission in the amount of \$3,600.00² to be split between, the Trustee's Realtor (3% of the commission or \$1,800.00), and the Selling Agent (3% of the commission or \$1,800.00).

In addition, the Trustee seeks approval to use proceeds of the sale to reimburse the Realtor an amount not to exceed \$224.40 for the expenses the Realtor incurred to re-key and therefore secure the Property on the Trustee's behalf. (*See* the Declaration of Richard A. Halderman, Jr. for a description of the expenses.)

C. The Court Has the Authority to Approve the Bidding Procedures

Implementing the Bidding Procedures is an action outside of the ordinary course of the business. Bankruptcy Code Section 363(b)(1) 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 Bankruptcy Code sections 363(b)(1) and 105(a), 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.

D. The Court Has the Authority to Find that the Buyer is a Good Faith Purchaser

The Trustee requests a determination that the Buyer is a good faith purchaser pursuant to 11 U.S.C. § 363(m). There is broad authority for this Court to find that the Buyer is a good faith purchaser where the Court has evidence of a purchaser's good faith and that the purchase is for value. *In re Ewell*, 958 F.2d 276, 281 (9th Cir. 1992). Here, the Buyer has no relation to the Trustee or the Debtor and is not a creditor of the bankruptcy estate. The Sale is an arm's length transaction and there is no allegation or evidence that the Buyer has engaged in fraud, collusion, or attempted to take grossly unfair advantage of other bidders. Moreover, the Property has been marketed to the public for a period of several months and the Sale is subject to overbidding at the hearing on this Motion.

² The total amount of real estate agent's commission will increase if the purchase price for the Property is increased by a successful overbid; but in no event will exceed 6% of the purchase price.

1 **E. The Court has the Authority to Waive the Fourteen-Day Stay of Sale**

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

8 **IV. CONCLUSION**

9 **WHEREFORE**, based upon the foregoing, the Trustee submits that good cause exists for
10 granting the Sale Motion and requests that the Court enter an order which provides as follows:

- 11 1. Approving the Bidding Procedures utilized by the Trustee as described above.
- 12 2. Authorizing the Trustee to sell the Property to the Buyer, or the successful
13 overbidder, as the case may be, pursuant to the terms and conditions as set forth in the Purchase
14 Agreement attached as **Exhibit 3** to the Anderson Declaration.
- 15 3. Authorizing the Trustee to sign any and all documents convenient and necessary to
16 complete the sale transaction as set forth above, including any and all conveyances contemplated by
17 the Purchase Agreement.
- 18 4. So that the Trustee may close on the sale of the Property: (i) requiring and ordering
19 that the Debtor or any occupants of the Property are to immediately vacate the Property; (ii) in the
20 event the Debtor or any occupants of the Property fail to immediately vacate the Property, the
21 Trustee shall be entitled to the issuance of a writ of possession for the Property; (iii) the United
22 States Marshal or other law enforcement officer enforcing the writ or accomplishing such seizure
23 shall employ whatever reasonable force is necessary to enter the Property and to remove the
24 occupants from possession; (iv) the United States Marshal or other law enforcement officer shall
25 institute a lock out whereby the Property will be re-keyed so as to avoid further entry of the Property
26 by the Debtor or any persons not authorized by the Trustee; (v) the Trustee shall hold harmless the
27 United States Marshal or other law enforcement for any claims arising from any acts, incident or
28 occurrences in connection with the seizure and possession of the Property.

5. Approving the payment of the real estate commission in the total amount not to exceed 6% of the final purchase price, to be split between the Trustee's Realtor and the Selling Agent as follows: 3% to the Trustee's Realtor, and 3% to the Selling Agent.

6. Authorizing the Trustee to pay liens, costs of sale and other expenses directly from the sale proceeds at the close of escrow including (i) all real estate taxes owed to the County Tax Collector (if any), (ii) all amounts owed to the Park Operator impacting the Property as identified in the Lease Agreement attached as Exhibit 1-22 to the Stay Motion, (iii) real estate commission not to exceed 6%, to be split between the Trustee's Realtor (3%), and the Selling Agent, (iv) reimbursement to the Trustee's Realtor of an amount not to exceed \$224.40, for expenses the Realtor incurred to secure the Property so that it could be marketed for sale, and (v) escrow fees which shall be split between Buyer and Estate in the manner customary in the County where the Property is located (San Bernardino County, California).

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

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

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

Respectfully submitted,

SHULMAN HODGES & BASTIAN LLP

DATED: October 18, 2018

By: /s/ Brandon J. Iskander

Lynda T. Bui
Brandon J. Iskander
Attorneys for Karl T. Anderson,
Chapter 7 Trustee

DECLARATION OF KARL T. ANDERSON

I, Karl T. Anderson, declare as follows:

1. I am the duly-appointed, qualified and acting Chapter 7 trustee for the bankruptcy estate (“Estate”) of *In re Suzan Jane Krieger*, Case No. 6:17-bk-19296-SY. I have personal knowledge of the facts set forth herein, and if called as a witness, I could and would competently testify to the matters stated herein.

2. I make this declaration in support of 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 Subject to Overbids, Combined With Notice of Bidding and Request for Approval of the Bidding Procedures Utilized; and (3) Granting Related Relief (“Sale Motion”). All capitalized terms not otherwise defined herein have the meaning set forth in the Sale Motion.

1. A true and correct copy of the Debtor’s Schedules A/B, C and D filed on November 28, 2017 are attached here as **Exhibit 1**.

3. A true and correct copy of an official Title Search for the Property dated September 4, 2018 with the California Department of Housing and Community Development Division of Codes and Standards is attached hereto as **Exhibit 2**.

4. The Purchase Agreement with the Buyer is attached hereto as **Exhibit 3**.

5. A true and correct summary of real property taxes due to the San Bernardino County Tax Collector for the Property is attached hereto as **Exhibit 5**.

6. I am informed and believe as a result of negotiations with the Park Operator that the most recent secured balance for delinquent space rent asserted against the Property is approximately \$14,000. A true and correct copy of the most recent statement from the Park Operator is attached hereto as **Exhibit 6**.

7. In addition to seeking approval for payment of a real estate commission as described in the Sale Motion, I seek approval to use proceeds of the sale to reimburse my Realtor in an amount not to exceed \$224.40 for the expenses he is incurring to re-key the Property and secure it on my behalf.

///

1 8. The following information is being provided pursuant to Local Bankruptcy Rule
2 6004-1(c)(2)(b). The Estate does not have the funds to obtain a formal written appraisal for the
3 estimated value of the Property. The Realtor has more than forty years of experience in the sale of
4 real property as well as property valuations and is familiar with valuing real property in today's
5 economic environment. After conducting an on-site inspection and a review of comparable sales of
6 similar properties the Realtor informed me that the Property had fair market value that supported it
7 be listed for sale at \$57,000.00. The Property has been on the market for approximately five months.
8 In that time, there have been several inquiries by brokers on behalf of potential buyers, with offers
9 ranging from \$45,000 to \$60,000, the offer of the Buyer of \$60,000 being the highest and best.

10 9. I believe that the proposed sale, subject to overbids, will be at fair market value.
11 Given that the sale is subject to overbids, I anticipate that the Estate will receive the best and highest
12 value for the Property and therefore the proposed sale price is fair and reasonable. Moreover, with
13 the delinquent space rent on the Property increasing every month, I believe the Property must be sold
14 as soon as possible in order to maximize the benefit for the Estate.

15 10. The sale is in the best interest of the Estate because the Estate is anticipated to receive
16 net proceeds of approximately \$20,281.00. As it is my general practice, I will work with my
17 professionals (and if necessary, ask them to reduce administrative expenses) to ensure that creditors
18 receive a meaningful distribution.

19 11. As is required by Federal Rule of Bankruptcy Procedure 6004(f) and Local
20 Bankruptcy Rule 6004-1(g), I will file a Report of Sale detailing the terms of the sale shortly after
21 the sale closes.

22 12. For the reasons set forth in the Sale Motion and this Declaration, I respectfully
23 request that the Court grant the Sale Motion so that I do not lose this favorable business opportunity
24 to generate significant funds for the Estate from the Property.

25 ///

26 ///

27 ///

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

3 Executed on October 18, 2018, at Palm Springs, California.
4

5 
6 Karl T. Anderson

DECLARATION OF RICHARD A. HALDERMAN, JR.

I, Richard A. Halderman, Jr., declare as follows:

1. I am the realtor for Karl T. Anderson in his capacity as the Chapter 7 trustee for the bankruptcy estate ("Estate") of *In re Suzan Jane Krieger* ("Debtor"), Case No. 6:17-bk-19296-SY. 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.

2. I make this Declaration in support of 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 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 ("Sale Motion"). All capitalized terms not otherwise defined here have the meaning set forth in the Sale Motion.

3. I have incurred expenses estimated not to exceed \$224.40 related to re-keying and securing the Property so that it could be marketed for sale. A true and correct receipt for my out-of-pocket locksmith cost on behalf of the Trustee is attached hereto as **Exhibit 4**.

4. I have more than forty years of experience in the sale of real property as well as property valuations and I am familiar with valuing real property in today's economic environment. After conducting an on-site inspection and a review of comparable sales of similar properties, I informed the Trustee that the Property was worth approximately \$57,000.00 and I recommended listing the Property for sale at that amount.

5. The Property has been on the market for approximately five months. In that time, there have been several inquiries by brokers on behalf of potential buyer and four offers ranging from \$45,000 to \$60,000, the offer from the Buyer of \$60,000 being the highest and best received during the marketing period.

///

///

///

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

3 Executed on October 18th, 2018, at Newport Beach, California.

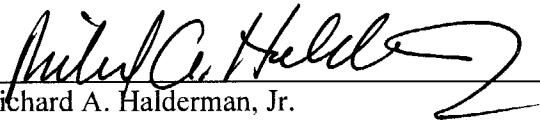
4
5 
6 Richard A. Halderman, Jr.

EXHIBIT 1

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

Debtor 1	Suzan Jane Krieger		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: <u>CENTRAL DISTRICT OF CALIFORNIA</u>			
Case number <u>6:17-bk-19296</u>			

☐ 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

1456 E Philadelphia St Sp 324

Street address, if available, or other description

Ontario	CA	91761-0000
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

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

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?
\$57,000.00

Current value of the portion you own?
\$57,000.00

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)

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.....=>

\$57,000.00**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*.

Debtor 1 **Suzan Jane Krieger**Case number (if known) **6:17-bk-19296****3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles**☐ No☒ Yes

3.1 Make: **Jeep**
 Model: **Cherokee**
 Year: **24000**
 Approximate mileage: **25000**
 Other information:
Location: 1456 E Philadelphia
St Sp 324, Ontario CA 91761
Condition: Good

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?****\$12,000.00****\$12,000.00****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

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.....=>

\$12,000.00**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.....

Household goods and furnishings
Location: 1456 E Philadelphia St Sp 324, Ontario CA 91761

\$4,000.00**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.....**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.....

Debtor 1 **Suzan Jane Krieger**Case number (if known) **6:17-bk-19296****11. Clothes***Examples:* Everyday clothes, furs, leather coats, designer wear, shoes, accessories☐ No☒ Yes. Describe.....**Wearing apparel****Location: 1456 E Philadelphia St Sp 324, Ontario CA 91761****\$1,200.00****12. Jewelry***Examples:* Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver☐ No☒ Yes. Describe.....**Misc. jewelry****Location: 1456 E Philadelphia St Sp 324, Ontario CA 91761****\$500.00****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****\$5,700.00****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.....**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 Golden One**\$5,300.00****17.2. Savings Golden One****\$2,000.00****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.....

Debtor 1 Suzan Jane KriegerCase number (if known) 6:17-bk-19296

Name of entity:

% of ownership:

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:

STERS**Retirement (STERS)****Unknown****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:

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.**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.....**29. Family support***Examples:* Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement☒ No☐ Yes. Give specific information.....

Debtor 1 **Suzan Jane Krieger**Case number (if known) **6:17-bk-19296****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..**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:**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.....****\$7,300.00****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.**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.**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****\$0.00**

Debtor 1 Suzan Jane KriegerCase number (if known) 6:17-bk-19296**Part 8:** List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2		<u>\$57,000.00</u>
56. Part 2: Total vehicles, line 5	<u>\$12,000.00</u>	
57. Part 3: Total personal and household items, line 15	<u>\$5,700.00</u>	
58. Part 4: Total financial assets, line 36	<u>\$7,300.00</u>	
59. Part 5: Total business-related property, line 45	<u>\$0.00</u>	
60. Part 6: Total farm- and fishing-related property, line 52	<u>\$0.00</u>	
61. Part 7: Total other property not listed, line 54	+ <u>\$0.00</u>	
62. Total personal property. Add lines 56 through 61...	<u>\$25,000.00</u>	Copy personal property total <u>\$25,000.00</u>
63. Total of all property on Schedule A/B. Add line 55 + line 62		<div style="border: 1px solid black; padding: 5px; display: inline-block;"><u>\$82,000.00</u></div>

Fill in this information to identify your case:

Debtor 1	Suzan Jane Krieger		
	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)	6:17-bk-19296		

☐ 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 <i>Schedule A/B</i> that lists this property	Current value of the portion you own <small>Copy the value from <i>Schedule A/B</i></small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
1456 E Philadelphia St Sp 324 Ontario, CA 91761 San Bernardino County Line from <i>Schedule A/B</i> : 1.1	\$57,000.00	<input checked="" type="checkbox"/> \$175,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.730
24000 Jeep Cherokee 25000 miles Location: 1456 E Philadelphia St Sp 324, Ontario CA 91761 Condition: Good Line from <i>Schedule A/B</i> : 3.1	\$12,000.00	<input checked="" type="checkbox"/> \$3,050.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.010
Household goods and furnishings Location: 1456 E Philadelphia St Sp 324, Ontario CA 91761 Line from <i>Schedule A/B</i> : 6.1	\$4,000.00	<input checked="" type="checkbox"/> \$4,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020
Wearing apparel Location: 1456 E Philadelphia St Sp 324, Ontario CA 91761 Line from <i>Schedule A/B</i> : 11.1	\$1,200.00	<input checked="" type="checkbox"/> \$1,200.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020
Misc. jewelry Location: 1456 E Philadelphia St Sp 324, Ontario CA 91761 Line from <i>Schedule A/B</i> : 12.1	\$500.00	<input checked="" type="checkbox"/> \$500.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.040

Debtor 1 **Suzan Jane Krieger**

Case number (if known)

6:17-bk-19296

Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own <small>Copy the value from Schedule A/B</small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
Checking account: Golden One Line from Schedule A/B: 17.1	\$5,300.00	<input checked="" type="checkbox"/> \$5,300.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.110
Savings: Golden One Line from Schedule A/B: 17.2	\$2,000.00	<input checked="" type="checkbox"/> \$2,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.110
STERS: Retirement (STERS) Line from Schedule A/B: 21.1	Unknown	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.110

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

Fill in this information to identify your case:

Debtor 1	Suzan Jane Krieger		
	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)	6:17-bk-19296		

☐ 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 KIA Motors Finance <small>Creditor's Name</small> PO Box 7160 Pasadena, CA 91109-7160 <small>Number, Street, City, State & Zip Code</small>	Describe the property that secures the claim: 24000 Jeep Cherokee 25000 miles Location: 1456 E Philadelphia St Sp 324, Ontario CA 91761 Condition: Good As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset)	\$15,000.00	\$12,000.00
Who owes the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt	Automobile Loan		
Date debt was incurred Opened 8/2014	Last 4 digits of account number 6065		

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

\$15,000.00

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

\$15,000.00

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

EXHIBIT 2

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES, AND HOUSING

EDMUND G. BROWN JR., GOVERNOR

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS



Title Search

Date Printed: Sep 4, 2018

Decal #:	LAL3684	Use Code:	SFD
Manufacturer:	LANCER	Original Price Code:	AHL
Tradename:	LANCER	Rating Year:	
Model:		Tax Type:	LPT
Manufactured Date:	01/01/1980	Last ILT Amount:	
Registration Exp:		Date ILT Fees Paid:	
First Sold On:	01/01/1980	ILT Exemption:	NONE

Serial Number	HUD Label / Insignia	Length	Width
A35739	CAL176222	56'	12'
B35739	CAL176223	56'	12'

Record Conditions:

Voluntary Conversion to LPT

Registered Owner:

SUZAN J KRIEGER
1456 E PHILADELPHIA SPACE 324
ONTARIO, CA 91761

Last Title Date: 11/07/2011

Last Reg Card: 11/07/2011

Sale/Transfer Info: Price \$37,000.00 Transferred on 10/19/2011

Situs Address:

1456 E PHILADELPHIA 324
ONTARIO, CA 91761
Situs County: SAN BERNARDINO

Inactive Decal/DMV:

DECAL AAI6309, DMV SC7157

Open Escrow:

AMBERGATE ESCROW INC
7344 MAGNOLIA AVE SUITE 110
RIVERSIDE, CA 92504

Escrow File No: 5662-CR

Pending Buyer: JONG HYRUN BAHK

Dealer Name: None Reported

Escrow Opened On: 09/04/2018 Expires on: 01/02/2019

END OF TITLE SEARCH

Page Number:2

EXHIBIT 3

In re Krieger, Susan Chapter 7 Bk. #6:17-19296 SY

May not be used as a multiple counter offer.

(C.A.F. Form 500, 11-1-4)

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. *Manufactured Home Purchase Agreement.

D. The following attached addenda are incorporated into this Seller Counter offer: C Addendum No.

3. OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.
 (X) Seller Carl Anderson, Chapter 7 Trustee Date 12/28/2011
 Buyer _____ Date _____

4. ACCEPTANCE: I/we accept the above Seller Counter Offer (If checked ☐ SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy _____
 Buyer Teng Hyun Baik Date 08/20/18 Time _____ AM/PM
 Buyer _____ Date _____ Time _____ AM/PM

(E) (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 A.M./P.M. 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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THIS FORM HAS BEEN APPROVED BY THE NATIONAL ASSOCIATION OF REALTORS® AS A FULL REPRESENTATION AS TO THE LEGAL VALIDITY AND ACCURACY OF ANY OFFER OR ANY OTHER TRANSACTION AT A FIRM PRICE, UNLESS THE PERSON ADVISED TO ADVISE IN REAL ESTATE TRANSACTIONS, IF YOU DEPEND ON OR RY ABOUT THE INFORMATION PROVIDED BY THE REALTOR.

[illegible]

Page One and Two

ALL-STATE BUSINESS SERVICES INC.
Member - California Association of Realtors
904 N. Hollywood Avenue Los Angeles, California 90028

Reviewed by _____ Date _____

SEC 11/14 (PAGE 1 OF 1) Print Date: Aug 13

EXHIBIT 3



CALIFORNIA
ASSOCIATION
OF REALTORS®

MANUFACTURED HOME PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(C.A.R. Form MHPA, Revised 12/17)

Date Prepared: August 22, 2018

1. OFFER:

- A. THIS IS AN OFFER FROM Jang Hyun Baik ("Buyer")
B. THE MANUFACTURED HOME to be acquired is described in 1E and F below ("Property").
C. THE PURCHASE PRICE offered is Sixty Thousand Dollars \$60,000.00

D. CLOSE OF ESCROW shall occur on _____ (date) (or ☒ 30 Days After Acceptance).
E. TYPE OF MANUFACTURED HOME: (Check the box below that applies: paragraphs (1)(a), (1)(b) or (2). Check ONLY one.)

(1) PERSONAL PROPERTY MANUFACTURED HOME:

(a) ☒ A Manufactured Home On Leased Or Rented Land (complete paragraph F).

Space Number 324 Park Name Rancho Ontario MHP
Park Address Ontario (City) San Bernardino (County) California 91761 (Zip Code)

OR (b) ☐ A Manufactured Home To Be Sold With Real Property (complete paragraph F). Real Property situated in
(City) _____ (County) California (Zip Code) _____

PURCHASE PRICE ALLOCATED AS FOLLOWS: Manufactured Home \$ _____ Land \$ _____
OR (2) ☐ A REAL PROPERTY MANUFACTURED HOME (complete applicable parts of paragraph F) situated in
(City) _____ (County) California (Zip Code) _____
Assessor's Parcel No. _____

A real property manufactured home is one that meets the following requirements: (i) a building permit is obtained from local authorities pursuant to Health and Safety Code §18551; (ii) the manufactured home is affixed to a foundation pursuant to Health and Safety Code §18551; (iii) a certificate of occupancy is issued by local authorities; and (iv) there is recordation with the local authorities of a form pursuant to Health and Safety Code §18551.

F. ADDITIONAL DESCRIPTION:

Manufacturer's Name _____ Model _____ Date Of Manufacture _____
Date Of First Sale _____
Property is: ☐ On Local Property Tax Roll, or ☐ Annual Registration and in Lieu Tax, ☐ Department of Housing and Community Development ("HCD") registered (upon sale use tax may apply)
Approximate Width _____ Approximate Length _____ (Without Hitch) Expando Size _____
HCD/HUD License/Decal Number: _____
SERIAL NUMBERS: 1 _____ 2 _____ 3 _____
HCD/HUD Label/Insignia: 1 _____ 2 _____ 3 _____

G. 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 Lido Pacific Asset Mgmt. (Print Firm Name) is the agent of (check one):
☐ the Seller exclusively; or ☐ both the Buyer and Seller
Selling Agent Newstar Realty & Inv. (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.

Buyer's Initials JH
2017 California Association of REALTORS®
MHPA REVISED 12/17 (PAGE 1 OF 11)

Seller's Initials [Signature]

MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (MHPA PAGE 1 OF 11)
New Star Realty & Investment 3915 Archdale Ave., No. 110 Rancho Cucamonga, CA 91729 Phone: 909.416.8110 Fax: 909.416.8111
Dustin Bask Produced with 2.0 Form by 2015/04 14070 Fifth Mile Road, Farmar, Michigan 48028

**SUBJECT TO
COUNTER OFFER**

Property Address: 1455 E. Philadelphia St #324, Ontario, CA 91761

Date August 22, 2018

D. LOAN(S):

- (1) **FIRST LOAN:** in the amount of \$
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 % or, ☐ an adjustable rate loan with initial rate not to exceed %.
Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
- (2) **SECOND LOAN** in the amount of \$
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 addendum clause (C.A.R. Form FVAC) shall be a
part of this transaction.

E. ADDITIONAL FINANCING TERMS:

F. **BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** in the amount of \$ \$55,000.00
to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

G. **PURCHASE PRICE (TOTAL):** \$ \$60,000.00

H. **ADDITIONAL SELLER FINANCING TERMS:** The following terms apply ONLY to financing of a personal property manufactured
home extended by Seller under this Agreement. Buyer's security agreement and other appropriate documents shall incorporate
and implement the following additional terms: (i) a clause requiring Buyer to comply with the terms of any rental/lease agreement
entered into between Buyer and Park Owner/Landlord/Homeowners' Association ("HOA") and to deliver to Seller a Copy of any
modifications to the rental/lease agreement within 30 days of Buyer's receipt; (ii) a clause requiring Buyer to provide Seller a
written 30-day notice prior to relocating the Property; and (iii) a clause prohibiting Buyer from installing the manufactured home
on a permanent foundation system or otherwise affixing the manufactured home to land in any way that could alter its legal
character as personal property, without Seller's prior written consent.

I. **ASSUMPTION:** IF THIS IS AN ASSUMPTION OF A VA OR CAL VET LOAN, THE SALE IS CONTINGENT UPON SELLER
RECEIVING A RELEASE OF LIABILITY AND SUBSTITUTION OF ELIGIBILITY, UNLESS OTHERWISE AGREED IN WRITING.

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

K. **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 16B(3), in
writing, remove the appraisal contingency or cancel this Agreement within 17 (or) Days After Acceptance.

L. 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 16, 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 Buyer 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.

M. **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.

Buyer's Initials () ()

Seller's Initials () ()



MHPA REVISED 12/17 (PAGE 2 OF 11)

MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (MHPA PAGE 2 OF 11)

Product with 2015 FOMR by RESCO, 15070 Elberta Way, New, Fraser, Michigan 48225

**SUBJECT TO
COUNTER OFFER**

Property Address: 1456 E. Philadelphia St #324, Ontario, CA 91761

Date: August 22, 2018

CAUTION: Obligations secured by mixed collateral (i.e., both personal and real property) are subject to complex rules and court decisions under the California Civil Code, Commercial Code and Code of Civil Procedure. Buyer and Seller are strongly cautioned to consult legal counsel in connection with the securing and enforcement of any such obligations.

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 BUC)
☐ Septic, Well and Property Monument Addendum (C.A.R. Form SWP)
☐ Short Sale Addendum (C.A.R. Form SSA)
Addendum # (C.A.R. Form ADM)
Court Confirmation Addendum (C.A.R. Form CCA)
Other

B. BUYER AND SELLER ADVISORIES:

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

6. OTHER TERMS: 1. Buyer and Selling Agent are family relationship.
2. This Offer is subject to approval of Rancho Ontario MHP Approval.

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 Seller's Choice

(2) ☒ Buyer ☐ Seller shall pay for the following Report Home Inspection prepared by Buyer's Choice

(3) ☐ Buyer ☒ Seller shall pay for the following Report Termite Report and Section 1 Clearance prepared by Seller's Choice

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 15A, 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 \$0/50, Each pay their own cost.

(b) Escrow Holder shall be Seller's 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 15E.

(b) Owner's title policy to be issued by Chicago Title

(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

(3) ☐ Buyer ☒ Seller shall pay HCD fees for providing registration and title documents.

D. OTHER COSTS:

(1) ☐ Buyer ☒ Seller shall pay County transfer tax or fee

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

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

(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 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 if any

(8) ☐ Buyer ☒ Seller shall pay for Termite Report and Section 1 Clearance

(9) ☐ Buyer ☐ Seller shall pay for

(10) ☐ Buyer ☐ Seller shall pay for the cost, not to exceed \$375.00, of a standard (or ☒ upgraded) one-

year home warranty plan, issued by Fidelity National Home Warranty

optional coverages: ☒ Air Conditioner ☐ Pool/Spa ☒ Other Comprehensive coverage plan

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 policy. Nothing in this paragraph precludes Buyer's purchasing a home warranty policy during the term of the Agreement.

Buyer's Initials AR

☒ Seller's Initials JP



MHPA REVISED 12/17 (PAGE 3 OF 11)

MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUMENTS

Prepared with 2012 Form by JPL/CPA 14072 E. Main Mile Road, Foster, Michigan 48326

**SUBJECT TO
COUNTER OFFER**

Property Address: 1456 E. Philadelphia St #324, Ontario, CA 91761

Date: August 22, 2018

(14) ☐ Buyer ☒ Seller shall pay the cost of upgrades required by Park/Landlord/IOA as a condition of Buyer's tenancy or occupancy.

B. 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 8B or C.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air 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 16A, (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 16B 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(4) 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).

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 _____ 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 RIAS 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: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall deliver to Buyer available Copies of 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 16A, Deliver to Buyer: (i) if required by Law, a fully completed, Federal Lead-Based Paint Disclosure (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 Manufactured Home Transfer Disclosure Statement ("MHTDS") if required under section 1102.8d of the Civil Code for personal property manufactured homes, 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) and if the Property is or includes real property, a Real Estate Transfer Disclosure Statement ("TDS").

(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, as 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.

Buyer's Initials: (☒) (☐)

MHPA REVISED 10/17 (PAGE 4 OF 11)

MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUMENT

Produced in full form by eScribe 103701 (Open MHPA, Fresno, Michigan 48226)

Seller's Initials: (☒) (☐)

**SUBJECT TO
COUNTER OFFER**

Property Address: 1456 E. Philadelphia St #324, Ontario, CA 91761

Date: August 22, 2018

- (3) **Note to Buyer and Seller:** Waiver of Statutory and Lead Disclosures is prohibited by Law.
- (4) Within the time specified in paragraph 16A, (i) Seller, unless exempt from the obligation to provide a MHTDS, shall, within the time specified in paragraph 16A, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a MHTDS, 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 16B(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 16A(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 16A, 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 16A, 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 260.46 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 whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).
- (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) and, if specified in paragraph 7, deposit funds into escrow to pay for: (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"). 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 16B(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. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:** Within the time specified in paragraph 16, Seller shall Deliver to Buyer, in writing, the following disclosure documentation and information:
- A. REAL PROPERTY MANUFACTURED HOME:** Manufactured homes, even when converted to real property, must comply with HCD permit and approval requirements for alterations and/or repairs. If known to Seller, Seller shall disclose any alterations or repairs done without HCD permits or approvals.
- B. ADDITIONAL REAL PROPERTY DISCLOSURES:** If the Property is or includes real property, Seller shall disclose to Buyer the existence of any of the following items of which Seller has actual knowledge: (i) whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295); (ii) whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §§482.5 and §482.6); (iii) the presence of endangered, threatened, "candidate" species or wetlands on the Property; (iv) any features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property; and (v) any abandoned mining operations on the Property.
- C. SMOKE DETECTOR:** Available manufacturer's information describing the operation, method and frequency of testing, and proper maintenance for any smoke alarm.
- 12. RESIDENCY APPLICATION; PARK RULES:** (i) If the Property is located on leased or rented land, obtaining residency approval is a contingency of this Agreement. Buyer shall, within 5 (or _____) Days After Acceptance, submit a completed residency application, and any other required information, to Park/Landlord/HOA. Buyer acknowledges that Seller is not assigning or subletting the space the manufactured home occupies in its present location. (ii) Within the time specified in paragraph 16A, Seller shall deliver to Buyer a Copy of the Park rules and regulations. Within the time specified in paragraph 16B, Buyer shall Deliver to Seller Buyer's written approval of Park rules and regulations.
- 13. 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 dogs and personal property not included in the sale shall be removed by Close Of Escrow.

Buyer's Initials () () ()

Seller's Initials () () ()

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MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUMENT

Produced with TOP HOME by ESCROW 14070 Kellen Mike Road, Fraser, Michigan 48434

SUBJECT TO
COUNTER OFFER

Property Address: 1456 E. Philadelphia St #324, Ontario, CA 91761

Date: August 22, 2018

CAUTION: Sellers not using a licensed real estate agent or licensed manufactured home dealer are prohibited from selling a personal property manufactured home "AS IS" unless the manufactured home meets, as applicable, the requirements of HCD or the National Manufactured Housing Construction and Safety Standards Act of 1974.

- A. Seller shall, within the time specified in paragraph 16A, 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 16B, 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.

14. 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 16B. Within the time specified in paragraph 16B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms. 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) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; (v) review and seek approval of leases that may need to be assumed by Buyer; and (vi) cause Buyer as to any matter specified in the attached Buyers Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing required to prepare a Pest Control Report; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 16B, 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.

15. TITLE AND VESTING:

- A. Within the time specified in paragraph 16, 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 16B. 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 of 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 16A, 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 for, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest, including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", 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.
- F. If the manufactured home is personal property, title is to be free of liens and encumbrances, recorded, filed, registered or known to Seller, unless otherwise agreed in writing. Evidence of title shall be by delivery of: (i) a duly endorsed and dated Certificate of Ownership; and (ii) a current Registration Certificate, as required by Law. If Seller is unable to deliver title as herein provided, Buyer may cancel this Agreement, and Buyer's deposit shall be returned to Buyer. 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.

16. 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

Buyer's Initials () ()
MHPA REVISED 12/17 (PAGE 6 OF 11)

Seller's Initials

MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (PAGE 6 OF 11)

Prepared with 2018 forms by Zillow, 10000 Placentia Ave, Suite 100, Placentia, CA 92676

**SUBJECT TO
COUNTER OFFER**

Property Address: 1458 E. Philadelphia St #324, Ontario, CA 91761

Date: August 22, 2018

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 5A, 5, 7, 8B(5), 10A, D, C, and F, 13A, and 15A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.

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

(i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(4) 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 16B(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 HRRR) Buyer's requests.

(3) By the end of the time specified in paragraph 16B(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 16A, then Buyer has 6 (or _____) Days After Delivery of any such items, or the time specified in paragraph 16B(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 16B(1) and before Seller cancels, if at all, pursuant to paragraph 16C, 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 16C(1).

C. **SELLER RIGHT TO CANCEL:**

(1) **Seller right to Cancel: Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) **Seller right to Cancel: Buyer Contract Obligations:** Seller, after first Delivering 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 3L(1); (iv) Deliver verification as required by paragraph 3C or 3J or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3J; (v) In writing assume or accept leases or liens specified in 8D5; (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 23B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 21. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

D. **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 16.

E. **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.

F. **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.

G. **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 SCRD). 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 disbursement 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 §1067.3).

17. **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.

18. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or _____) Days

Buyers Initials (AE) ()

(X) Sellers Initials () ()

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MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUMENTS (MHPA) - PAGE 7 OF 11

Produced with eSOP FormBuy by eSOP Corp. 10/31/12 Edison, New Jersey, USA

**SUBJECT TO
COUNTER OFFER**

Property Address: 1456 E. Philadelphia St #324, Ontario, CA 91761

Date: August 22, 2018

Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 13; (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).

19. **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, rent, 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-Ross 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-Ross 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.

20. **BROKERS:**

- A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- 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 off-site 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.

21. **REPRESENTATIVE CAPACITY:** If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 34 or 35 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 the 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 the 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).

22. **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, 15, 16G, 19, 20A, 21, 22, 28, 32, 33, 35 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 20A, or paragraph D of the section titled Real Estate Brokers on page 11 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.
- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 20A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 20A, 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 Brokers 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 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.

Buyer's Initials ()
MHPA REVISED 12/17 (PAGE 6 OF 11)

Seller's Initials ()



MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

Produced with information by 2018 by 150721 (Green Hill Home) Forms, Morgan 10026

**SUBJECT TO
COUNTER OFFER**

Property Address: 1456 E. Philadelphia St #324, Ontario, CA 91761

Date: August 22, 2018

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.

23. 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 16G, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT 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

24. 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. Consumer Mediation Center (www.consumermmediation.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 24C.

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 24C.

"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 §2986; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.
- (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 the Agreement.
25. **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.
26. **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.

Buyer's Initials ()
MHPA REVISED 12/17 (PAGE 9 OF 11)

Seller's Initials ()

MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (MHPA PAGE 9 OF 11)

Produced with iProForm 6 by aCLogic 15070 Fifteen Mile Road, Fremont, Michigan 48026

**SUBJECT TO
COUNTER OFFER**

Property Address: 1456 E. Philadelphia St #324, Ontario, CA 91761

Date: August 22, 2018

27. **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 attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 24A.
28. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. 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 AOA).
29. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination laws.
30. **PROPERTY DAMAGE OR DESTRUCTION:** In the event of destruction or damage to a material part of the Property through no fault of Buyer before Buyer receives either title or possession, Seller cannot enforce this Agreement and Buyer is entitled to receive any portion of the purchase price Buyer has paid. In the event of destruction or damage to a material part of the Property through no fault of Seller after Buyer receives either title or possession, Buyer is not relieved of the obligation to purchase under this Agreement, and Buyer is not entitled to recover any portion of the purchase price Buyer has paid.
31. **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 initiated by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the 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.
32. **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.
33. **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" or "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 11, 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.
34. **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 _____ **Dennis Bahk** AM PM, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by _____ (date)).

☐ One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD) for additional terms.

Date BUYER _____

(Print name) **Jong Hyun Bahk**

Date BUYER _____

(Print name)

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

**SUBJECT TO
COUNTER OFFER**

☒ Seller's Initials  

MHPA REVISED 12/17 (PAGE 10 OF 11)

MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (MHPA PAGE 10 OF 11)

Produced with 22Forms by 26Logic 18270 Fenton M4 Road, Fenton, Michigan 48036 www.22forms.com

Resale Only

Property Address: 1456 E. Philadelphia St #324, Ontario, CA 91761

Date: August 22, 2018

35. 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, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

xxx (If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMC) DATED: August 27, 2018

☐ One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCD) for additional terms.

Date 8/22/18 SELLER

(Print name) Karl Anderson, Chapter 7 Trustee

Date SELLER

(Print name)

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

(/) (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) Newstar Realty & Inv

By *Dennis Bahk*

Dennis Bahk DRE Lic. # 02024942

DRE Lic. # 01096925

Date 08/22/18

Address 4045 Archbald Ave #110

City Rancho Cucamonga

State CA Zip 91730

Telephone (909)945-8893

Fax (909)945-8811

E-mail dennisbahk@newstarrealty.com

Real Estate Broker (Listing Firm) Lido Pacific Asset Mgmt.

By Richard Halderman DRE Lic. # 00529557

DRE Lic. # 00529557

Date

By

DRE Lic. #

Date

Address

City

State

Zip

Telephone (949)500-3324

Fax

E-mail lidopacmgt@aol.com

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 22 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 #

Date

By

Address

Phone/Fax/E-mail #

Escrow Holder has the following license number #

☐ Department of Business Oversight ☐ Department of Insurance ☐ Department 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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MHPA REVISED 12/17 (PAGE 11 of 11)

Buyer's Acknowledges that page 11 is part of this Agreement (/) (/)



MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (MHPA PAGE 11 OF 11)

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Rancho Ontario



CALIFORNIA
ASSOCIATION
OF REALTORS®

BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address 1458 E. Philadelphia St #324, Ontario, CA 91761

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 LIMITED 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

Jung Hyun Bhatt

Buyer

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BIA REVISED 11/14 (PAGE 1 OF 1)

**SUBJECT TO
COUNTER OFFER**

Buyer's Inspection Advisory (BIA) PAGE 1 OF 1
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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), (l), 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).

X; Buyer ☐ Seller ☐ Landlord ☐ Tenant

Jerry Hines Bahr

Date 08/22/18

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant

Date

Agent

Newstar Realty & Inv

DRE Lic # 01096925

Real Estate Broker (Firm)

By

Dennis Bahr

DRE Lic # 02034942

Date

(Salesperson or Broker-Associate)

Dennis Bahr

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. The same form is used. Seller may sign here:

Seller/Landlord

Date

Seller/Landlord

Date

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AD REVISED 12/14 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

New Star Realty & Investment 3645 Arroyo Blvd. Ave., #112 Rancho Dominguez, CA 91728 Phone: 909.455.1111 Fax: 909.455.1111 Karla Quiroz
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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's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensee who performs 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 1840) 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 2685, 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 sells 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 acknowledgment 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 offer 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 listing agent may be furnished to the seller (and acknowledgment 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 acknowledgment 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.

2079.16 In any circumstance in which the seller or buyer refuses to sign an acknowledgment 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 both the buyer and seller.
(Name of Selling Agent if not the same as the Listing Agent)

(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 those 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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AD REVISED 12/14 (PAGE 2 OF 2)

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (Page 2 of 2)

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**SUBJECT TO
COUNTER OFFER**



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 brokers 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 these 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
Seller

Buyer
Buyer

Real Estate Broker (Firm) Lido Pacific Asset Mgmt.

By

Richard Haldeman

DRE Lic # 00529557

DRE Lic # 00529557

Date

Date

Real Estate Broker (Firm) Newstar Realty & Inv

By

Dennis Buhk

DRE Lic # 01096925

DRE Lic # 02034942

Date 08/23/18

Date 08/22/18

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PRBS 11/14 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

New Star Realty & Investment 3243 Archibald Ave., No. 110 Rancho Cucamonga, CA 91730 Phone 909.415.8100 Fax 909.415.8111
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**SUBJECT TO
COUNTER OFFER**

EXHIBIT 4



CROWN LOCKSMITH
45 YEARS OF EXPERIENCE
 700 EAST REDLANDS BLVD., STE. U #282
 REDLANDS, CA 92373-6109
www.crownlocksmith1E.com
 (909) 792-1739

Customer Order No.		Phone		Date <u>3/21/18</u>	
Name <u>LIDO PACIFIC ASSET MGT</u>					
Address <u>1456 E. PHILADELPHIA - ONTARIO, SP. 324</u>					
Email					

Sold By	Cash	C.O.D.	Charge	On Account	Mdse. Retd.	Paid Out
(TERMS NET 10 DAYS)						
5			5 Cyls Re-Koned	15.50		77.50
5			LOCKS SHIMMED	75.00		375.00
1			5" SPECIAL KWIKSET	-		
			5" SETBACK X 133			18.00
S/CALL						90.00
						223.00
<div style="border: 1px solid black; border-radius: 50%; width: 150px; height: 50px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> 214052 </div>						
Key # 35192						Tax 1.40
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> 224.40 </div>						224.40

All claims and returned goods must be accompanied by this bill.

ATTN DICK
HALOERMAN

Thank You

11131

Lock change

EXHIBIT 5



- Home
- Treasurer
- ▼ Tax Collector
 - Property Tax Information
 - Find Property
 - Property Information
 - Parcel Map
 - Owner History
 - Parcel History
 - Paid Bill History
 - Taxes Due
 - Pay Taxes Online
 - View Tax Payment Cart
 - Print a Duplicate Tax Bill
 - Estimate Your Tax Bills
 - Mello-Roos and Bonds
 - Understanding Your Tax Bill
 - Understanding Postmarks
 - New Homeowner Information
 - Important Dates
 - Penalty Cancellation Request Form
 - Mobile Home Tax Clearance
 - Tax Collector Fee Schedule
 - Tax Relief Programs
 - Tax Sale Information
 - Unclaimed Property Tax Refunds
 - Transient Occupancy Tax
 - Bulk Tax Payments
 - Frequently Asked Questions
- Meet Your Treasurer-Tax Collector
- About Us
- Contact Us
- E-Mail Subscription Service
- SBCounty.gov

Tax Collector » Taxes Due for Parcel 0216-081-07-6324

10/18/2018 10:16:06 AM

There is 1 current bill and 1 [defaulted bill](#) due for this parcel.

The total amount due for this parcel is \$436.02

View and select the bill(s) below that you would like to pay, check the appropriate EPAY box(es) on the right, and then click **Add to Cart**. Shopping carts expire at midnight. Payment transactions not completed before midnight will need to be restarted and may be subject to applicable penalties and/or interest.

Secured Bills

Bill Number	Tax Amt	Penalty	Cost	Total Due	Status	Installment Delinquent Date	E-Pay
180121937 Installment 1	74.99	0.00	0.00	74.99	Secured	12/10/2018	<input type="checkbox"/>
180121937 Installment 2	74.98	0.00	0.00	74.98	Secured	4/10/2019	<input type="checkbox"/>
Total:	149.97	0.00	0.00	149.97			

Defaulted Bills for Parcel 0216-081-07-6324

Defaulted [Unsecured Bills](#)

All outstanding taxes should be satisfied in full before attempting to secure a tax clearance certificate.

Bill Number	Unsecured Bill Type	Default Date	Lien	Orig. Amount	Interest	Penalty	Costs / Fees	Redemption Total	E-Pay
170121715*8	AZ-Annual	6/30/2018		147.45	8.84	14.76	115.00	286.05	<input type="checkbox"/>
Responsible Parties as of 7/1/2017:				BILLED OWNER - KRIEGER, SUZAN J					

The redemption total for Defaulted Bills is valid through 10/31/2018

On the first of each month, additional interest will apply.

[Return to Search](#) [Add to Cart](#)

You may pay your tax bill(s) online from your United States bank checking or savings account at no charge, or with your VISA, MasterCard, Discover or American Express card, a Convenience Fee applies. **The Convenience Fee is not retained by the County of San Bernardino.** You may also make payments over the phone by calling (909) 387-8308.

[Click here](#) for a printer friendly version of this page.

You can use the menu to the left to see additional information about this parcel.



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EXHIBIT 5

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Tax Collector » Property Information For Parcel 0216-081-07-6324

[Click here](#) for a printer friendly version of this page.Type of Property: **MHM INPARK**

Address Information		Legal Description			Roll Value
Situs Address	Protected per CA Govt. Code Sect. 6254.21	Tract Number	Lot Number	Block/Unit	As of
Billing Address	Protected per CA Govt. Code Sect. 6254.21				Jan 1, 2018
As Of	12/8/2011	80 LANCER SN#A35739/B35739			\$13,500.00

Present Owner Information						
Name	Percent Ownership	Relationship	Document Number	Recording Date	Acquire Date	Roll Year
KRIEGER, SUZAN J	100%	SOLE OWNER	2011101900008	10/19/2011	10/19/2011	2012

[Proceed To Pay Bills](#)[Click here](#) to view parcel history associated with this property.

You can use the menu to the left to see additional information about this parcel.



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EXHIBIT 5

EXHIBIT 6

Case 6:17-bk-19296-SY Doc 69 Filed 10/18/18 Entered 10/18/18 16:21:39 Desc
Main Document Page 58 of 58

RANCHO ONTARIO
1456 E PHILADELPHIA ST
ONTARIO CA 91761

Rent	904.40
SEWER	19.90
GATE CARD	5.00
Prev bal	13044.98

TO

SUZAN KRIEGER
1456 E PHILADELPHIA ST SP#324
ONTARIO CA 91761

ACCOUNT 14500324

PLEASE PAY TOTAL \$13974.28

BILL DUE ON FIRST - DELINQUENT AFTER 5 PM ON FIFTH.

PAID / / AMT=

RECD BY

ADJ TOT

EXHIBIT 6