

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  Lynda T Bui, Trustee 3550 Vine Street, Ste. 210 Riverside, CA 92507 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: Trustee.Bui@shbllp.com  Chapter 7 Trustee  <input type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:	FOR COURT USE ONLY
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<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION</b>	
In re:  PEDRO RAMOS LLAMAS and TERESA JESUS LLAMAS,   Debtor(s).	CASE NO.: 6:18-bk-12131-WJ CHAPTER: 7  <b>NOTICE OF SALE OF ESTATE PROPERTY</b>

<b>Sale Date:</b> 8/27/2019	<b>Time:</b> 1:00 pm
<b>Location:</b> Courtroom 304, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501	

**Type of Sale:** ☒ Public ☐ Private **Last date to file objections:** 8/13/2019

**Description of property to be sold:** Approximately 7.14 acres of vacant land located in the City of Perris, County of Riverside, California, Parcel No. 321-080-009

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

**Proposed sale price:** \$160,000.00, subject to overbids

**Overbid procedure (if any):** Initial overbid of \$165,000.00, minimum bid increments thereafter shall be \$1,000.00

Overbids must be in writing and received by the Trustee on or before 5:00 pm (California time) on 8/20/2019

Certified funds of at 3% of the overbid purchase price must be delivered. (See attached).

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

8/27/2019 at 1:00 pm

United States Bankruptcy Court

Courtroom 304

3420 Twelfth Street

Riverside, CA 92501

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

Lynda T. Bui, Chapter 7 Trustee

3550 Vine Street, Ste. 210

Riverside, CA 92507

Telephone: (949) 340-3400

Facsimile: (949) 340-3000

Email: Trustee.Bui@shbllp.com

Date: 08/05/2019

<p>Attorney or Party Name, Address, Telephone &amp; FAX Nos., State Bar No. &amp; Email Address</p> <p>Lynda T Bui, Trustee 3550 Vine Street, Ste. 210 Riverside, CA 92507 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: Trustee.Bui@shbllp.com</p> <p>Chapter 7 Trustee</p> <p><input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:</p>	<p>FOR COURT USE ONLY</p>
<p style="text-align: center;"><b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION</b></p>	
<p>In re:</p> <p>PEDRO RAMOS LLAMAS and TERESA JESUS LLAMAS,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 6:18-bk-12131-WJ CHAPTER: 7</p> <p><b>NOTICE OF MOTION FOR:</b></p> <p>Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and 363(f), Subject to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures et al.</p> <p><b>(Specify name of Motion)</b></p> <p>DATE: 08/27/2019 TIME: 1:00 pm COURTROOM: 304 PLACE: United States Bankruptcy Court 3420 Twelfth Street Riverside, CA 92501</p>

1. TO (*specify name*): United States Trustee, Debtors, Creditors, Parties in Interest and their respective counsel
2. NOTICE IS HEREBY GIVEN that on the following date and time and in the indicated courtroom, Movant in the above-captioned matter will move this court for an Order granting the relief sought as set forth in the Motion and accompanying supporting documents served and filed herewith. Said Motion is based upon the grounds set forth in the attached Motion and accompanying documents.
3. **Your rights may be affected.** You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

4. **Deadline for Opposition Papers:** This Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose this Motion, you must file a written response with the court and serve a copy of it upon the Movant or Movant's attorney at the address set forth above no less than fourteen (14) days prior to the above hearing date. If you fail to file a written response to this Motion within such time period, the court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief.
5. **Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure:** The undersigned hereby verifies that the above hearing date and time were available for this type of Motion according to the judge's self-calendaring procedures.

Date: 08/05/2019

\_\_\_\_\_  
Printed name of law firm

/s/ Lynda T. Bui  
Signature

Lynda T. Bui, Chapter 7 Trustee  
Printed name of attorney

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

<b><u>LBR 6004-1(c)(3) Requirement</u></b>	<b><u>Information</u></b>
<i>LBR 6004-1(c)(3)(A)</i> Date, Time, and Place of hearing on the proposed sale:	Hearing Date and Time: 8/27/2019 at 1:00 pm. Hearing Place: U.S. Bankruptcy Court, Courtroom 304 3420 Twelfth Street, Riverside, CA 92501
<i>LBR 6004-1(c)(3)(B)</i> Name and address of the proposed buyer:	Gerardo Saldana Address: 19069 Van Buren Blvd Suite 114-334, Riverside, CA 92508
<i>LBR 6004-1(c)(3)(C)</i> Description of the property to be sold:	Approximately 7.14 acres of vacant land located in the City of Perris, County of Riverside, California, Parcel No. 321-080-009 ("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 \$160,000.00, 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:	<p>Attached as <b>Exhibit 2</b> to the Declaration of Lynda T. Bui annexed to the attached Sale Motion<sup>1</sup> is a true and copy of a Preliminary Title Report on the Property as of April 1, 2019 which details the liens encumbering the Property.</p> <p>The sale of the Property shall be free and clear of liens pursuant to Bankruptcy Code §§ 363(b)(1) and 363(f), with any liens and interests against the Property that are not released, paid in full, or otherwise resolved through escrow, to attach to the sale proceeds with the same force, effect, validity, and priority as such liens or interests had with respect to the Property prior to the sale, pending agreement with the lienholder or further Court order.</p> <p>Through the Trustee's sale of the Property, the outstanding real property taxes will be paid. The Title Report lists an Abstract of Judgment in the amount of \$96,569.00 in favor of Henry Voznick recorded on December 12, 2016, Instrument Number 2016-551988 ("Voznick Lien"). The Trustee has communicated with counsel for Mr. Voznick and Mr. Voznick through his counsel has agreed to release this lien. As it has been released, through the Trustee's sale of the Property, no amounts will be paid on account of the Voznick Lien. Thus, this lien will be released, discharged and terminated at the close of escrow and the liens will <b>not</b> attach to the sale proceeds.</p> <p>Out of an abundance of caution, to the extent there are unresolved liens at closing, the Trustee proposes to sell under section 363(f)(4), as unresolved liens and interests against the Property, if any, will be disputed by the Trustee and shall attach to the sale proceeds with the same force, effect, validity, and priority as such liens or interests had with respect to the Property prior to the sale.</p>

<sup>1</sup> Attached here is the *Chapter 7 Trustee's Motion for Order: (1) Approving the Sale of Real Property of the Estate Pursuant to Bankruptcy Code §§ 363(b)(1) and 363(b)(f) Subject to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission and Other Costs; and (3) Granting Related Relief; and Declaration of Lynda T. Bui ("Sale Motion")*.

<b><u>LBR 6004-1(c)(3) Requirement</u></b>	<b><u>Information</u></b>
<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 8-10.
<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 \$160,000.00 or an amount as increased by successful overbid. All costs of sale, including escrow fees and real estate commission will be paid at closing and are estimated to total approximately (\$19,200.00) (10% real estate commission plus 2% of the purchase price). The Estate and the Buyer will each pay their own escrow fees as is customary in the County where the Property is located. Through the sale, the Trustee estimates to generate net proceeds of approximately \$17,545.08 (see page 11 of the Sale Motion for a chart of how this is calculated).
<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:	Pursuant to Court order entered on March 12, 2019 (docket 36), the Trustee was authorized to employ Richard Halderman, Jr., as the real estate broker ("Broker") for the Property. The listing agreement with the Broker provides for a real estate commission to be paid of ten percent of the sale price. The Trustee, however, has requested a reduction of the commission to eight percent in order to provide a more meaningful recovery for the Estate from the sale of the Property. The two percent carve-out of the commission (or \$3,200.00 based on the sale price of \$160,000.00) will be paid to the Trustee for the benefit of the Estate.
<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:	The Trustee has not yet hired an accountant but believes there will be no capital gains taxes on the sale as the Property is believed to be sold for less than the amount the Debtors originally paid for the Property (\$169,272.00).
<i>LBR 6004-1(c)(3)(J)</i> Date which objection must be filed and served:	Objections, if any, must be filed and served 14 days prior to the Hearing Date (or by August 13, 2019).

1 Lynda T Bui, Trustee  
3550 Vine Street, Ste. 210  
2 Riverside, CA 92507  
Telephone: (949) 340-3400  
3 Facsimile: (949) 340-3000  
Email: Trustee.Bui@shbllp.com  
4

5 Chapter 7 Trustee  
6

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

10 **In re**

11 **PEDRO RAMOS LLAMAS and**  
12 **TERESA JESUS LLAMAS,**

13 Debtors.  
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Case No. 6:18-bk-12131-WJ

Chapter 7

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

(1) **APPROVING THE SALE OF REAL  
PROPERTY OF THE ESTATE FREE AND  
CLEAR OF LIENS PURSUANT TO  
BANKRUPTCY CODE §§ 363(b)(1) AND  
363(f), SUBJECT TO OVERBIDS,  
COMBINED WITH NOTICE OF BIDDING  
PROCEDURES AND REQUEST FOR  
APPROVAL OF THE BIDDING  
PROCEDURES UTILIZED;**

(2) **APPROVING PAYMENT OF REAL  
ESTATE COMMISSION AND OTHER  
COSTS; AND**

(3) **GRANTING RELATED RELIEF;**

**MEMORANDUM OF POINTS AND  
AUTHORITIES AND DECLARATION OF  
LYNDA T. BUI**

**Approximately 7.14 acres of vacant land  
located in the City of Perris, County of  
Riverside, California, Parcel No. 321-080-009**

**Hearing Date:**

Date: August 27, 2019

Time: 1:00 pm

Place: Courtroom 304

3420 Twelfth Street

Riverside, CA 92501

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1 **TO THE HONORABLE WAYNE JOHNSON, UNITED STATES BANKRUPTCY JUDGE,**  
2 **THE OFFICE OF THE UNITED STATES TRUSTEE, AND OTHER PARTIES-IN-**  
3 **INTEREST:**

4 Lynda T. Bui, solely in her capacity as the Chapter 7 Trustee ("Trustee") for the  
5 bankruptcy estate ("Estate") of Pedro Ramos Llamas and Teresa Jesus Llamas  
6 ("Debtors"), brings this *Motion for Order: (1) Approving the Sale of Real Property of the*  
7 *Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and*  
8 *363(f), Subject to Overbids, Combined With Notice of Bidding Procedures and Request for*  
9 *Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate*  
10 *Commission; and (3) Granting Related Relief* ("Sale Motion"), and respectfully represents  
11 as follows:

12 **I. BACKGROUND**

13 **A. The Bankruptcy Case**

14 The Debtors commenced this bankruptcy case under Chapter 7 by filing a Voluntary  
15 Petition on March 16, 2018. Lynda T. Bui is the duly appointed, qualified and acting  
16 Chapter 7 trustee for the Estate.

17 The deadline for filing claims in the Bankruptcy Case was October 1, 2018.  
18 Government claims were due by September 12, 2018. The Claims Register in the  
19 Bankruptcy Case indicates that there have been ten general unsecured claims filed totaling  
20 \$25,533.06. Based on a preliminary review, it appears, however, that the estimated  
21 allowed claims will be approximately \$18,432.00.

22 **B. The Property**

23 Property of the Estate includes the Debtors' partial interest in approximately 7.14  
24 acres of vacant land located in the City of Perris, County of Riverside, California, Parcel  
25 No. 321-080-009 ("Property"). On their Schedule A/B, the Debtors valued the Property at  
26 \$226,000.00 and valued their partial interest at \$33,900.00, and on their Schedule C, the  
27 Debtors claimed an exemption against their interest in the Property of \$28,225.00 pursuant  
28 to C.C.P. § 703.140(b)(5) ("Exemption Claim"). On their Schedule D, the Debtors have

not listed any secured liens against the Property. Attached as **Exhibit 1** to the Declaration of Lynda T. Bui ("Bui Declaration") are true and correct copies of the Debtor's Schedules A/B, C and D.

Attached as **Exhibit 2** to the Bui Declaration is true and copy of a Preliminary Title Report on the Property as of April 1, 2019. The Title Report lists the following liens against the Property:

- Outstanding real property taxes of approximately \$1,500.00. Through the Trustee's sale of the Property, the outstanding real property taxes will be paid.
- Abstract of Judgment in the amount of \$96,569.00 in favor of Henry Voznick recorded on December 12, 2016, Instrument Number 2016-551988 ("Voznick Lien"). The Trustee has communicated with counsel for Mr. Voznick and Mr. Voznick through his counsel has agreed to release this lien. Attached as **Exhibit 3** to the Bui Declaration is a true and correct copy of the release of the Voznick Lien. As it has been released, through the Trustee's sale of the Property, no amounts will be paid on account of the Voznick Lien.

On their Schedule A/B, the Debtors list their partial interest in the Property at 15%. However, real property records indicate that prior to and on the Petition Date, ownership of the Property was divided as follows:

Owner	Ownership Percentage
Debtors	30.56%
Jose Guerrero	13.44%
Javier and Sylvia Alcantar	28%
Michael Alexander and Lady P.L. Alexander	28%
Total	100%

Subject to Court approval, Jose Guerrero, Javier and Sylvia Alcantar, and Michael and Lady P.L. Alexander (collectively the "Non-Debtor Co-Owners") and the Trustee have certain *Agreement for Marketing and Sale of Real Property* ("Marketing/Agreement"), a true and correct copy of which is attached as **Exhibit 4** to the Bui Declaration. The Marketing/Sale Agreement (i) provides the Trustee with the exclusive right to market and sell both the Non-Debtor Co-Owners' interest and the Estate's interest in the Property

pursuant to 11 U.S.C. § 363(h), (ii) provides that once an offer is obtained, the Trustee will seek a Court order for approval of the sale, and (iii) lays out how the net proceeds from the sale of the Property will be used and split. Specifically, after payment of the costs and fees associated with the sale of the Property and payment of outstanding real property taxes, if any, the remaining sales proceeds shall be split between the Estate and the Non-Debtor Co-Owners as follows:

Owner	Percentage of Remaining Sale Proceeds
Trustee on behalf of the Estate	30.56%
Jose Guerrero	13.44%
Javier and Sylvia Alcantar	28%
Michael Alexander	14%
Lady Kristia P.L. Alexander	14%
Total	100%

The Trustee's motion for approval of the Marketing/Sale Agreement is being filed with the Court concurrent with this Sale Motion.

**C. Broker Employment, Marketing Efforts and Basis for Value of the Property**

Pursuant to Court order entered on March 12, 2019 (docket 36), the Trustee was authorized to employ Richard Halderman, Jr., as the real estate broker ("Broker") for the Property. The listing agreement with the Broker provides for a real estate commission to be paid of ten percent of the sale price. The Trustee, however, has requested a reduction of the commission to eight percent in order provide a more meaningful recovery for the Estate from the sale of the Property. The two percent carve-out of the commission (or \$3,200.00 based on the sale price of \$160,000.00) will be paid to the Trustee for the benefit of the Estate.

The Property has been on the market since February 2019. There have been inquiries by brokers on behalf of potential buyers, but just the one offer that was received from Gerardo Saldana ("Buyer"), who has agreed to pay the full listing price of

1 \$160,000.00. The Buyer's offer is the result of negotiations between the Trustee and the  
2 Buyer for the highest and best offer.

3 The Estate does not have the funds to obtain a formal written appraisal for the  
4 estimated value of the Property. The Broker has more than twenty years of experience in  
5 the sale of real property as well as property valuations and is familiar with valuing real  
6 property in today's economic environment. The Broker viewed the Property and believed  
7 that the value of the Property is lower than listed by the Debtors on there Schedule A/B.  
8 the Broker believed that it had a fair market value that supported it be listed for sale at  
9 \$160,000.00. The listing price was determined on comparable sales of similar properties  
10 in the area.

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

15 **II. RELIEF REQUESTED**

16 **A. Sale of the Property**

17 Gerardo Saldana ("Buyer") has offered to purchase the Property for \$160,000.00,  
18 subject to overbids. Attached as **Exhibit 5** to the Bui Declaration is a true and correct copy  
19 of the Vacant Land Purchase Agreement and Joint Escrow Instructions and related  
20 addendum (collectively the "Agreement"). Through the Sale Motion, the Trustee seeks a  
21 Court order that provides for the following:

22 1. Authorizing the Trustee to sell the Property to the Buyer on an "as-is"  
23 condition, with no expressed or implied warranties, pursuant to the terms and conditions  
24 as set forth in the Agreement, subject to the Bidding Procedures set forth below, and for  
25 approval of the Bidding Procedures utilized.

26 2. Authorizing the sale of the Property free and clear of liens with liens not  
27 released, resolved or satisfied through the sale (if any) to attach to the sale proceeds in  
28 the same validity and priority as prior to the closing of the sale.

1 3. Authorizing the Trustee to sign any and all documents convenient and  
2 necessary in pursuit of the sale as set forth above, including but not limited to any and all  
3 conveyances contemplated by the Agreement.

4 4. Approving the payment of the real estate commission in the total amount not  
5 to exceed ten percent to be split between the Trustee's Broker who will receive eight  
6 percent (or \$12,800.00 based on a sale price of \$160,000.00), with the balance of the  
7 commission (two percent or \$3,200.00) to be paid to Trustee for the benefit of the Estate.

8 5. Authorizing the Trustee to pay the following from the sale proceeds through  
9 escrow: (i) real estate taxes, and (ii) escrow fees and other costs of sale to be split between  
10 the Buyer and the Estate in the manner customary in San Bernardino County, California  
11 where the Property is located.

12 6. A determination by the Court that the Buyer is in good faith pursuant to 11  
13 U.S.C. § 363(m).

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

16 8. Upon closing of the sale, after payment of the costs and fees associated with  
17 the sale and payment of real property taxes, authorizing the Trustee to pay out of escrow  
18 a split of the remaining sales proceeds between the Estate and the Non-Debtor Co-Owners  
19 as provided for in the Marketing/Sale Agreement.

20 9. Upon closing of the sale and after the split of the proceeds as provided for in  
21 the Marketing/Sale Agreement, provided that the Trustee has sufficient funds, payment of  
22 the Debtors' Exemption Claim in the Property not to exceed \$28,225.00.

23 **B. Approval of the Bidding Procedures**

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

1           1. Potential bidders must bid an initial amount of at least \$5,000 over the  
2 Purchase Price, or **\$165,000.00**. Minimum bid increments thereafter shall be \$1,000. The  
Trustee shall have sole discretion in determining which overbid is the best for the Estate  
and will seek approval from the Court of the same.

3           2. Bids must be in writing and be received by the Trustee on or before **5:00 p.m.**  
4 **(California time) on August 20, 2019 (seven days prior to the hearing on the Sale**  
**Motion.**

5           3. Bids must be accompanied by certified funds in an amount equal to three  
6 percent of the overbid purchase price.

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

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

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

19           7. If overbids are received, the final bidding round shall be held at the hearing  
20 on the Sale Motion **(August 27, 2019 at 1:00 p.m., California Time, at the U.S.**  
**Bankruptcy Court, Courtroom 304, 3420 Twelfth Street, Riverside, California 92501)**,  
or if rescheduled, upon telephonic notice to the Buyer and the parties having submitted  
overbids in order to allow all potential bidders the opportunity to overbid and purchase the  
Property. At the final bidding round, the Trustee in the exercise of her business judgment  
and subject to Court approval, accept the bidder who has made the highest and best offer  
to purchase the Property, consistent with the Bidding Procedures ("Successful Bidder").

23           8. At the hearing on the Sale Motion, the Trustee will seek entry of an order,  
24 *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.

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

28           10. In the event First Back-Up Bidder fails to close on the sale of the Property  
within the time parameters approved by the Court, the Trustee shall retain the First Back-

1 Up Bidder's Deposit and will be released from his obligation to sell the Property to the First  
2 Back-Up Bidder and the Trustee may then sell the Property to the Second Back-Up Bidder  
approved by the Court.

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

### 10 III. LEGAL AUTHORITIES

#### 11 A. There is a Good Business Reason for the Sale and the Sale is in the Best 12 Interest of the Estate.<sup>1</sup>

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

15 (a) The trustee shall—

16 (1) collect and reduce to money the property of the estate for  
17 which such trustee serves, and close such estate as  
expeditiously as is compatible with the best interests of parties  
in interest;

18 (2) be accountable for all property received;

19 11 U.S.C. §704(a). Further, the Trustee, after notice and hearing, may sell property of the  
20 estate. 11 U.S.C. § 363(b). Courts ordinarily will approve a proposed sale if there is a  
21 good business reason for the sale and the sale is in the bests interests of the estate. *In re*  
22 *Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel*  
23 *Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983). In this case, the sale is anticipated to net the  
24 Estate \$17,545.08, calculated, as follows:

25  
26  
27  
28 <sup>1</sup> 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.



Sale Price	\$160,000.00
Less, real estate commission (10%) and other estimated costs of sale (2%) (estimated total of 12%)	(\$19,200.00)
Less, property taxes (pro-rata) (estimated)	(\$1,500.00)
Less, Voznick (already released)	(\$0.00)
Estimated net sale proceeds	\$139,300.00
Less, Jose Guerrero interest of 13.44%	(\$18,721.92 )
Less, Javier and Syliva Alcantar interest of 28%	(\$39,004.00)
Less, Michael Alexander interest of 14%	(\$19,502.00)
Less, Lady Kristia P.L. Alexander interest of 14%	(\$19,502.00)
<b>Estate's interest of 30.56%</b>	<b>\$42,570.08</b>
Less, Debtors' Exemption Claim Settlement Amount	(\$28,225.00)
<b>Estimated Net Proceeds for the Estate</b>	<b>\$14,345.08</b>
<b>Plus Broker Commission Carve-Out Paid to Estate</b>	<b>\$3,200.00</b>
<b>Total Net Benefit for the Estate</b>	<b>\$17,545.08</b>

Based on her best efforts with the information currently available, the Trustee anticipates that general unsecured creditors will receive a meaningful distribution, an estimated dividend in the neighborhood of 20%, calculated as follows:

Total Estimated Net Benefit for Estate	\$17,545.08
Less, Estimated Trustee's statutory fee	(\$11,250.00)
Less, Estimated Trustee's costs	(\$200.00)
Less, Estimated Accountant's fees	(\$2,250.00)
Less, Estimated Accountant's costs	(\$100.00)
Estimated Balance Available for General Unsecured Claims	\$3,745.08
Estimated General Unsecured Claims	\$18,432.00
Estimated Distribution Percentage	20.32%

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

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

(1) applicable non-bankruptcy law permits a sale of such property free and clear of such interest;

(2) such entity consents;

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

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

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

11 U.S.C. § 363(f).

Section 363(f) is written in the disjunctive and thus only one of the enumerated conditions needs to be satisfied for Court approval to be appropriate. The Trustee proposes to sell under section 363(f)(2) and under 363(f)(4).

With respect to voluntary liens, if any, they will be paid through escrow on the sale in the amount consented to by the non-disputed lien holders, if any, and based on their consent to the sale, the Trustee will have satisfied § 363(f)(2).

Out of an abundance of caution, to the extent there are unresolved liens at closing, the Trustee proposes to sell under section 363(f)(4), as unresolved liens and interests against the Property, if any, will be disputed by the Trustee and shall attach to the sale proceeds with the same force, effect, validity, and priority as such liens or interests had with respect to the Property prior to the sale.

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

Federal Rule of Bankruptcy Procedure 6004(h) provides that “[a]n order authorizing the use, sale or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the Court orders otherwise.” Fed. Rule Bankr. P. 6004(h). The Trustee desires to close the sale of the Property as soon as practicable after

1 entry of an order approving the sale. Accordingly, the Trustee requests that the Court, in  
2 the discretion provided it under Federal Rule of Bankruptcy Procedure 6004(h), waive the  
3 fourteen-day stay requirement.

4 **IV. CONCLUSION**

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

8 1. Authorizing the Trustee to sell the Property to the Buyer pursuant to the terms  
9 and conditions of the Agreement attached as **Exhibit 5** to the Bui Declaration.

10 2. Authorizing the sale of the Property free and clear of liens, with liens not  
11 satisfied through the sale, if any, to attach to the sale proceeds in the same validity and  
12 priority as prior to the closing of the sale.

13 3. Authorizing the Trustee to sign any and all documents convenient and  
14 necessary in pursuit of the sale, including any and all conveyances contemplated by the  
15 Agreement attached as **Exhibit 5** to the Bui Declaration.

16 4. Approving the payment of the real estate commission in the total amount not  
17 to exceed ten percent of the final purchase price, to be paid to the Trustee's Broker and  
18 the Estate as follows: (i) eight percent to the Trustee's Broker, and (ii) two percent to the  
19 Trustee on behalf of the Estate.

20 5. Authorizing the Trustee to pay the following from the proceeds of the sale of  
21 the Property through escrow: (a) all outstanding real property taxes at the time of closing  
22 on the sale of the Property, and (b) non-disputed claims of creditors secured by the  
23 Property, if any.

24 6. A determination by the Court that the Buyer is in good faith pursuant to  
25 Bankruptcy Code Section 363(m).

26 7. Waiving the fourteen day stay of the order approving the sale of the Property  
27 under Federal Rules of Bankruptcy Procedure 6004(h) and thus authorizing the Trustee to  
28

1 close escrow as soon as practicable but in no event later than 15 days after entry of the  
2 sale order, unless extended by the Trustee at her sole discretion.

3 8. Authorizing closing of the escrow as soon as practicable.

4 10. Upon closing of the sale, after payment of the costs and fees associated with  
5 the sale and payment of real property taxes, authorizing the Trustee to pay out of escrow  
6 a split of the remaining sales proceeds between the Estate and the Non-Debtor Co-Owners  
7 as provided for in the Marketing/Sale Agreement attached to the Bui Declaration as  
8 **Exhibit 4.**

9 9. Upon closing of the sale and after the split of the proceeds as provided for in  
10 the Marketing/Sale Agreement attached to the Bui Declaration as **Exhibit 4**, provided that  
11 the Trustee has sufficient funds, payment of the Debtors' Exemption Claim in the Property  
12 not to exceed \$28,225.00.

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

15 Dated: August 5, 2019

/s/ Lynda T. Bui

16 By: \_\_\_\_\_  
Lynda T. Bui, Chapter 7 Trustee

# **DECLARATION**

**DECLARATION OF LYNDA T. BUI**

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

1. I am the Chapter 7 Trustee for the bankruptcy estate of *In re Pedro Ramos Llamas and Teresa Jesus Llamas* ("Debtors"). I have personal knowledge of the facts set forth herein and could, if called as a witness, competently testify thereto.

2. I am familiar with the Debtor's bankruptcy proceeding and make this Declaration in support of my *Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and 363(f), Subject to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief* ("Sale Motion").

3. Attached here as **Exhibit 1** are true and correct copies of the Debtors' Schedules A/B, C and D.

4. Attached here as **Exhibit 2** is true and copy of a Preliminary Title Report on the Property as of April 1, 2019. The Preliminary Title Report identifies the liens and encumbrances against the Property.

5. Attached here as **Exhibit 3** is a true and correct copy of the release of the Voznick Lien.

6. During this case, the Non-Debtor Co-Owners and I have entered into a certain Agreement for Marketing and Sale of Real Property, a true and correct copy of which is attached here as **Exhibit 4**. A motion for approval of the Marketing/Sale Agreement is being filed concurrently.

7. Pursuant to Court order entered on March 12, 2019 (docket 36), I was authorized to employ Richard Halderman, Jr., as my real estate broker for the Property. The listing agreement with the Broker provides for a real estate commission to be paid of ten percent of the sale price. I have requested and my Broker has agreed to a two percent carve-out of commission for the benefit of the Estate in order provide a more meaningful recovery for the Estate from the sale of the Property. Based on this, through escrow, the

1 commission will be paid as follows: (i) eight percent to my Broker, and (ii) two percent paid  
2 to the Estate.

3 8. The Property has been on the market since February 2019. There have been  
4 inquiries by brokers on behalf of potential buyers, but just the one offer that was received  
5 from Gerardo Saldana ("Buyer"), who has agreed to pay the full listing price of  
6 \$160,000.00. Attached here as **Exhibit 5** is a true and correct copy of the Vacant Land  
7 Purchase Agreement and Joint Escrow Instructions and related addendum. The Buyer's  
8 offer is the result of negotiations between the Trustee and the Buyer for the highest and  
9 best offer.

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

13 10. For the reasons set forth in the Sale Motion and this Declaration, I believe that  
14 good cause exists to grant the Sale Motion and respectfully request that the Court grant  
15 the Sale Motion so that I do not lose this favorable business opportunity to net sufficient  
16 funds to anticipated to fully fund the Estate.

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

19 EXECUTED on August 5, 2019, at Riverside, California.

20 /s/ Lynda T. Bui

21 \_\_\_\_\_  
22 Lynda T. Bui  
23  
24  
25  
26  
27  
28

# **Exhibit 1**

## **Schedules**



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

Debtor 1	<b>Pedro Ramos Llamas</b>		
	First Name	Middle Name	Last Name
Debtor 2	<b>Teresa Jesus Llamas</b>		
(Spouse, if filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number			

☐ Check if this is an amended filing

Official Form 106A/B

Schedule A/B: Property

12/15

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

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

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

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

1.1

321080009 7.14 Acres

Street address, if available, or other description

City State ZIP Code

County

What is the property? Check all that apply

- ☐ Single-family home
- ☐ Duplex or multi-unit building
- ☐ Condominium or cooperative
- ☐ Manufactured or mobile home
- ☒ Land
- ☐ Investment property
- ☐ Timeshare
- ☐ Other

Who has an interest in the property? Check one

- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☒ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

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

Vacant Land

(Multiple people on title, debtors entitled to around 15% interest)

Lot is divided as follows: Michael Alexander 2 Acres; Javier Alcantar: 2 Acres; Jose Guerrero: 1 Acre; Jesus & Alicia Chavez: 1 Acre; Pedro & Teresa Llamas: 1.14 acres.)

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?

\$226,000.00

Current value of the portion you own?

\$33,900.00

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.....=>

\$33,900.00

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 **Pedro Ramos Llamas**  
 Debtor 2 **Teresa Jesus Llamas**

Case number (if known) \_\_\_\_\_

## 3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- ☐ No  
☒ Yes

3.1 Make: **Dodge**  
 Model: **Ram**  
 Year: **2016**  
 Approximate mileage: **30K**  
 Other information:  
**FMV per KBB**

## 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?

**\$45,000.00****\$45,000.00**

## 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.....=>

**\$45,000.00****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 Furniture and Electronics****\$200.00**

## 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 **Pedro Ramos Llamas**  
 Debtor 2 **Teresa Jesus Llamas**

Case number (if known) \_\_\_\_\_

**11. Clothes***Examples:* Everyday clothes, furs, leather coats, designer wear, shoes, accessories☐ No☒ Yes. Describe.....**All Clothes****\$100.00****12. Jewelry***Examples:* Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver☒ No☐ Yes. Describe.....**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 .....****\$300.00****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****Bank of America Checking Account #7965****\$500.00****17.2. Savings****Bank of America Savings Account #3105****\$50.99****18. Bonds, mutual funds, or publicly traded stocks***Examples:* Bond funds, investment accounts with brokerage firms, money market accounts☒ No☐ Yes.....

Institution or issuer name:

**19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**☒ No☐ Yes. Give specific information about them.....

Name of entity:

% of ownership:

Debtor 1 **Pedro Ramos Llamas**  
 Debtor 2 **Teresa Jesus Llamas**

Case number (if known) \_\_\_\_\_

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

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

☒ No☐ Yes. Give specific information about them

Issuer name: \_\_\_\_\_

**21. Retirement or pension accounts**

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

☐ No☒ Yes. List each account separately.

Type of account: \_\_\_\_\_

Institution name: \_\_\_\_\_

**401(k)****Kaiser Permanente 401K****\$43,809.65****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 **Pedro Ramos Llamas**  
 Debtor 2 **Teresa Jesus Llamas**

Case number (if known) \_\_\_\_\_

**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.....****\$44,360.64****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 **Pedro Ramos Llamas**  
Debtor 2 **Teresa Jesus Llamas**

Case number (if known) \_\_\_\_\_

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

55. Part 1: Total real estate, line 2 .....		<u>\$33,900.00</u>
56. Part 2: Total vehicles, line 5	<u>\$45,000.00</u>	
57. Part 3: Total personal and household items, line 15	<u>\$300.00</u>	
58. Part 4: Total financial assets, line 36	<u>\$44,360.64</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>\$89,660.64</u>	Copy personal property total <u>\$89,660.64</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>\$123,560.64</u></div>

Fill in this information to identify your case:

Debtor 1	<b>Pedro Ramos Llamas</b>		
	First Name	Middle Name	Last Name
Debtor 2	<b>Teresa Jesus Llamas</b>		
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (if known)			

☐ Check if this is an amended filing

## Official Form 106C

### Schedule C: The Property You Claim as Exempt

4/16

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

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

#### Part 1: Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

- ☒ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)
- ☐ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

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

Brief description of the property and line on <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
<b>321080009 7.14 Acres Vacant Land</b> (Multiple people on title, debtors entitled to around 15% interest) Lot is divided as follows: Michael Alexander 2 Acres; Javier Alcantar: 2 Acres; Jose Guerrero: 1 Acre; Jesus & Alicia Chavez: 1 Acre; Pedro & Teresa Lia Line from <i>Schedule A/B</i> : 1.1	<b>\$33,900.00</b>	<input checked="" type="checkbox"/> <b>\$28,225.00</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(5)
<b>Household Furniture and Electronics</b> Line from <i>Schedule A/B</i> : 6.1	<b>\$200.00</b>	<input checked="" type="checkbox"/> <b>\$200.00</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(3)
<b>All Clothes</b> Line from <i>Schedule A/B</i> : 11.1	<b>\$100.00</b>	<input checked="" type="checkbox"/> <b>\$100.00</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(3)
<b>401(k): Kaiser Permanente 401K</b> Line from <i>Schedule A/B</i> : 21.1	<b>\$43,809.65</b>	<input checked="" type="checkbox"/> <b>\$43,809.65</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(10)(E)

Debtor 1 **Pedro Ramos Llamas**  
Debtor 2 **Teresa Jesus Llamas**

Case number (if known) \_\_\_\_\_

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	<b>Pedro Ramos Llamas</b>		
	First Name	Middle Name	Last Name
Debtor 2	<b>Teresa Jesus Llamas</b>		
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number			
(if known)			

☐ Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

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

1. Do any creditors have claims secured by your property?

☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.

☒ Yes. Fill in all of the information below.

Part 1: List All Secured Claims

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

	Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim	Column C Unsecured portion if any
2.1 <b>Altura Credit Union</b> Creditor's Name	<b>\$54,472.00</b>	<b>\$45,000.00</b>	<b>\$9,472.00</b>
<b>2847 Campus Pkwy</b> <b>Riverside, CA 92507</b> Number, Street, City, State & Zip Code	<b>Describe the property that secures the claim:</b> <b>2016 Dodge Ram 30K miles</b> <b>FMV per KBB</b> <b>As of the date you file, the claim is:</b> Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Nature of lien.</b> 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)		
<b>Who owes the debt?</b> Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input checked="" type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input checked="" type="checkbox"/> Check if this claim relates to a community debt	<b>Purchase Money Security</b>		
Date debt was incurred	Opened <b>08/16</b>	Last 4 digits of account number	<b>0001</b>

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

**\$54,472.00**

If this is the last page of your form, add the dollar value totals from all pages.

Write that number here:

**\$54,472.00**

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**

## **Title Report**

CLTA Preliminary Report Form  
(Rev. 11/06)

Order Number: O-SA-5912200  
Page Number: 1



*First American Title*

## First American Title Company

4 First American Way  
Santa Ana, CA 92707

California Department of Insurance License No. 151  
O-SA-5912200 (dt)

Order Number:

Title Officer:

Phone:

Fax No.:

E-Mail:

Property:

Debbie Tognetti

(714)250-8579

(714)481-2956

FAHQ-RA-ocitle3@firstam.com

Vacant Land

Riverside, CA

### PRELIMINARY REPORT

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

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

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

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

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

*First American Title*

Page 1 of 13

## Exhibit 2

Order Number: O-SA-5912200  
Page Number: 2

Dated as of April 01, 2019 at 7:30 A.M.

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

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

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

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

Pedro Llamas and Teresa Llamas, husband and wife as Joint Tenants as to an Undivided 30.56% Interest, Javier Alcantar and Sylvia Alcantar, husband and wife as Joint Tenants as to an Undivided 28% Interest; Michael Alexander and Lady Kristia P.L. Alexander, husband and wife as Joint Tenants as to an Undivided 28% Interest and Jose Guerrero, a single man as to an Undivided 13.44% Interest, as tenants in common, subject to proceedings pending in the Bankruptcy Court of the Central District of California (Riverside) District of the U. S. District Court, California entitled in re: Pedro Ramos Llamas; Teresa Jesus Llamas, debtor, Case No. 6:18-bk-12131-WJ, wherein a petition for relief was filed on MARCH 16, 2018.

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

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2019-2020, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2018-2019.

First Installment:	\$682.33, DELINQUENT
Penalty:	\$68.23
Second Installment:	\$682.33, OPEN
Penalty:	\$0.00
Tax Rate Area:	098-019
A. P. No.:	321-080-009-3



Order Number: O-SA-5912200  
Page Number: 3

The County Tax Collector could not verify the amounts shown above at this time. Please verify the amounts with the County Tax Collector prior to the close of the contemplated transaction.

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. A certified copy of a judgment or an abstract thereof, recorded DECEMBER 12, 2016 as INSTRUMENT NO. 2016-551988 of Official Records.  
Court: SUPERIOR COURT OF CALIFORNIA, COUNTY OF  
Case No.: CIVRS1307441  
Debtor: PEDRO LLAMAS; TERESA LLAMAS  
Creditor: HENRY VOZNICK  
Amount: \$96,569.00, and any other amounts due thereunder
5. Proceedings pending in the Bankruptcy Court of the Central District of California (Riverside) District of the U.S. District Court, California, entitled in re: Pedro Ramos Llamas; Teresa Jesus Llamas, debtor, Case No. 6:18-bk-12131-WJ, wherein a petition for relief was filed under Chapter 7 on MARCH 16, 2018.
6. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as JAVIER ALCANTAR. The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.
7. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as SYLVIA ALCANTAR. The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.
8. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as MICHAEL ALEXANDER. The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.
9. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as JOSE GUERRERO. The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.
10. Rights of the public in and to that portion of the land lying within any Road, Street, Alley or Highway.
11. Water rights, claims or title to water, whether or not shown by the public records.

Order Number: O-SA-5912200  
Page Number: 4

**INFORMATIONAL NOTES**

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
3. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

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

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

Order Number: O-SA-5912200  
Page Number: 5

### LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

THAT PORTION OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID SECTION 6, 1400 FEET EASTERLY FROM THE SOUTHWESTERLY CORNER OF SAID SECTION 6;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE, 660 FEET;

THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID SECTION, 496 FEET;

THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID SECTION, 660 FEET;

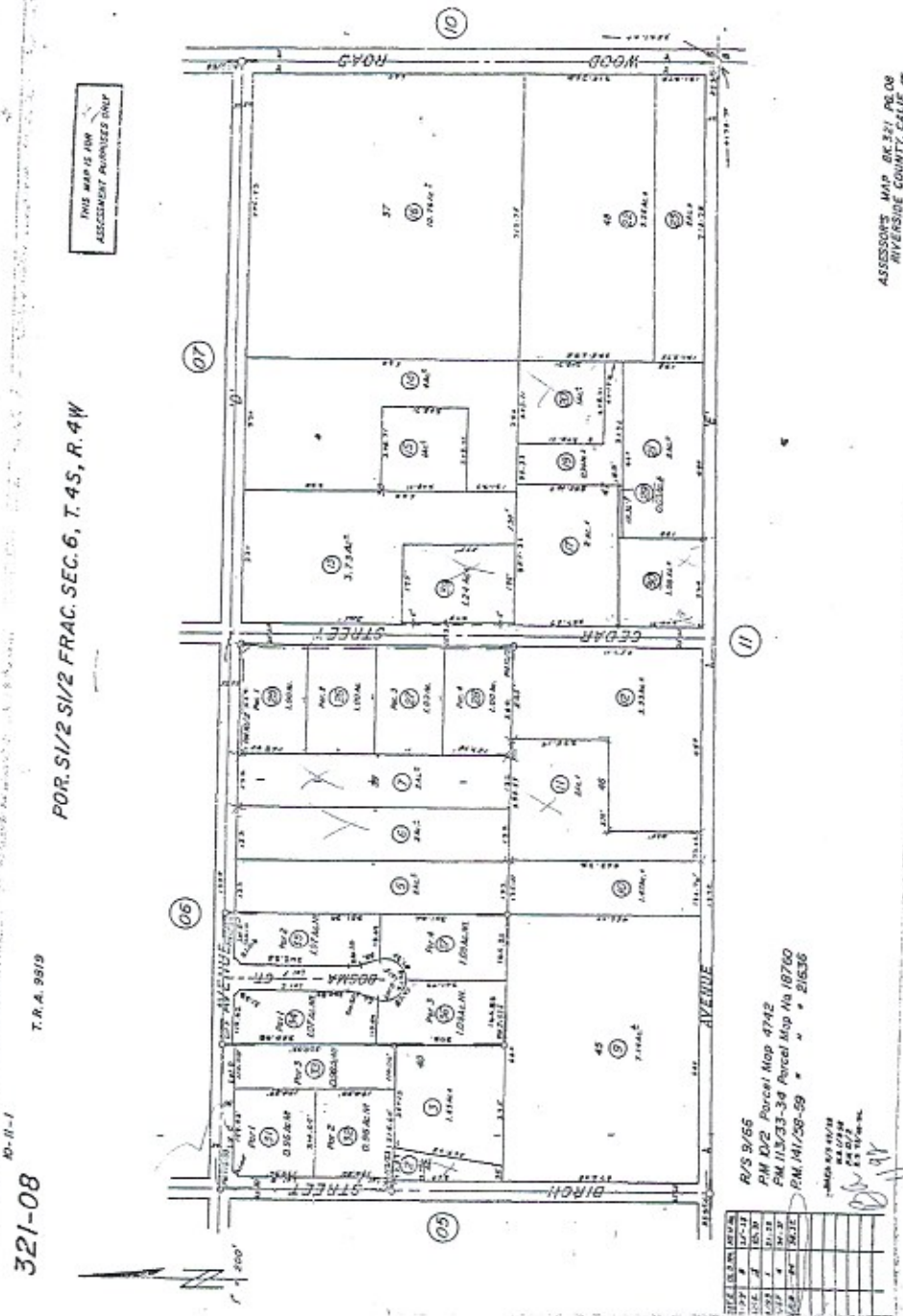
THENCE SOUTHERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID SECTION, 506.08 FEET TO THE POINT OF BEGINNING.

THE ABOVE PROPERTY IS ALSO DESCRIBED AS PARCEL NO. 45 ON LICENSED SURVEYORS MAP ON FILE IN BOOK 9, PAGE 66 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

APN: 321-080-009-3



Order Number: O-SA-5912200  
Page Number: 6





# **Exhibit 3**

## **Voznick Release**

JOHN E. BOUZANE  
JOHN E. BOUZANE (SBN 079804)  
474 W ORANGE SHOW RD.  
SAN BERNARDINO, CA 92408  
Tel: (909) 889-5151  
Fax: (909) 327-2570

Attorneys for Plaintiff(s)

**SUPERIOR COURT, STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO COURTHOUSE**

HENRY VOZNICK, Trustee of the Voznick  
Family Trust

Case Number: CIVRS1307441

Plaintiff(s),

PEDRO LLAMAS , TERESA LLAMAS, dba  
Famous Eds's Auto Repair

**SPECIFIC RELEASE OF LEIN AS TO PEDRO  
LLAMAS, TERESA LLAMAS, dba Famous Ed's  
Auto Repair**

Defendant(s).

IT IS HEREBY AGREED AND ACKNOWLEDGED that the lien established by the recordation of that  
certain abstract of judgment recorded on as instrument number 2016-0551988 in the Official records for the  
County of Riverside is hereby released as to the following:

PEDRO LLAMAS and TERESA LLAMAS, APN 321-080-009-3, VACANT LAND

Dated this 7/23/2019

  
JOHN E. BOUZANE

ATTORNEY FOR HENRY VOZNICK

**Exhibit 3**

# **Exhibit 4**

## **Marketing/Sale Agreement**

## **AGREEMENT FOR MARKETING AND SALE OF REAL PROPERTY**

This Agreement for Marketing and Sale of Real Property ("Agreement") is entered into by and between Lynda T. Bui, solely in her capacity as the Chapter 7 Trustee ("Trustee") for the bankruptcy estate ("Estate") of Pedro Ramos Llamas and Teresa Jesus Llamas ("Debtors"), on the one hand, and **Jose Guerrero** ("Guerrero"), **Javier Alcantar and Sylvia Alcantar** (collectively the "Alcantars"), and **Michael Alexander and Lady Kristia P.L. Alexander** (collectively the "Alexanders"). (The Trustee, Guerrero, the Alcantars and the Alexanders are collectively referred to in this Agreement as the "Parties" or individually as , a "Party").

### **I. RECITALS**

This Agreement is made by the Parties, with reference to the following facts:

1. The Debtors filed a Voluntary Petition for relief under Chapter 7 of the Bankruptcy Code on March 16, 2018 ("Petition Date"), commencing the bankruptcy case of *In re Pedro Ramos Llamas and Teresa Jesus Llamas* , Case No. 6:18-bk-12131-WJ ("Bankruptcy Case"). Lynda T. Bui is the duly appointed, qualified and acting Chapter 7 trustee for the Estate.

2. The deadline for filing claims in the Bankruptcy Case was October 1, 2018. Government claims were due by September 12, 2018. The Claims Register in the Bankruptcy Case indicates that there have been ten general unsecured claims filed totaling \$25,533.06.

3. Property of the Estate includes the Debtors' partial interest in approximately 7.14 acres of vacant land located in the City of Perris, County of Riverside, California, Parcel No. 321-080-009 ("Property"). On their Schedule A/B, the Debtors valued the Property at \$226,000.00 and valued their partial interest at \$33,900.00, and on their Schedule C, the Debtors claimed an exemption against their interest in the Property of \$28,225.00 pursuant to C.C.P. § 703.140(b)(5). On their Schedule D, the Debtors have not listed any secured liens against the Property.

4. On their Schedule A/B, the Debtors list their partial interest in the Property at 15%. However, real property records indicate that prior to and on the Petition Date, ownership of the Property was divided as follows:

<u>Owner</u>	<u>Ownership Percentage</u>
Debtors	30.56%
Guerrero	13.44%
Alcantars	28%
Alexanders	28%
Total	100%

5. Based on comparable sale information, the Trustee's proposed Broker believes the value of the Property is lower than listed by the Debtors on their Schedule A/B. The Trustee's proposed Broker recommends listing the Property for sale at \$160,000.00. With this valuation, even taking into account the costs of a sale, the Trustee believes there is equity in the Property for the benefit of the Estate and its creditors.

6. In order to administer the Estate's interest in the Property for the benefit of the Estate and its creditors, the Trustee intends to enter into a Vacant Land Listing Agreement ("Listing Agreement"), with Richard A. Halderman, Jr. ("Broker"), to market and sell the Estate's interest in the Property. The Property will be listed for sale at \$160,000.00. Since the Property is vacant land, the Broker's commission will be ten percent (10%), which is the standard commission for the sale of vacant land in California. A copy of the proposed Listing Agreement is attached to this Agreement as **Exhibit A** and incorporated by here by this reference.

7. The Parties mutually understand and agree that partition in kind of the Property among the Estate and Guerrero, the Alcantars and the Alexanders (collectively the "Non-Debtor Co-Owners") is impracticable and it is easier and more marketable to sell the Property as a whole, rather than sell the Estate's interest and the Non-Debtor Co-Owners' interests separately.

8. The Non-Debtor Co-Owners realize the benefits of selling their respective interests in the Property as a whole and desire to allow Trustee, through the Broker's efforts, to market and sell the Property, upon the terms and conditions set forth in this Agreement.

## **II. AGREEMENT**

**NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION**, the adequacy of which is hereby acknowledged by each Party, and in consideration of the mutual promises and covenants set forth below, the Parties agree as follows:

1. Exclusive Right to Sell. Subject to entry of an order in the Bankruptcy Case approving this Agreement, the Non-Debtor Co-Owners grant the Trustee the right to sell both the Non-Debtor Co-Owners' respective interests and the Estate's interest in the Property pursuant to 11 U.S.C. § 363(h). The Trustee shall have sole and exclusive discretion to determine the terms and conditions of the sale of the Property based on her business judgment and her duties set forth in the Bankruptcy Code, which include the following:

- a. For purposes of this Agreement, the Property is property of the Estate which the Trustee may market and sell;

- b. The Trustee, on behalf of the Estate and the Non-Debtor Co-Owners, will employ the Broker, subject to entry of an order in the Bankruptcy Case approving the employment;
- c. The sale of the Property will be on an “as-is” “where-is” basis with no representations or warranties, and shall also be subject to overbids;
- d. The Trustee may sell the Property at a price the Trustee finds acceptable in her sole discretion, subject to approval of the court in the Bankruptcy Case. The Trustee's duties and obligation under the Bankruptcy Code include maximizing value for the Estate, which entails making efforts to sell the Property for the highest price;
- e. Once an offer is obtained, the Trustee will seek a court order in the Bankruptcy Case for approval of the sale;
- f. The proceeds from the sale shall be used to pay (1) all costs of sale including the Broker's commission; and (2) payment of all past due and current real property taxes secured by the Property, if any.
- g. After payment of the costs and fees associated with the sale of the Property and payment of the real property taxes as set forth in the preceding paragraph, the remaining sales proceeds shall be split between the Estate and the Non-Debtor Co-Owners as follows:

<u>Owner</u>	<u>Percentage of Remaining Sale Proceeds</u>
The Trustee on behalf of the Estate	30.56%
Guerrero	13.44%
Alcantars	28%
Michael Alexander	14%
Lady Kristia P.L. Alexander	14%
Total	100%

2. Indemnification. Non-Debtor Co-Owners shall hold harmless and indemnify Trustee and Broker against any liability, loss, or expense incurred by Trustee or Broker as a result of any misrepresentation of the Non-Debtor Co-Owners or their agents, or the gross negligence or willful misconduct of Non-Debtor Co-Owners or its agents.

3. Non-discrimination. The Property will be offered for sale regardless of sex, race, color, national origin, religion, creed, disability, or familial status.

4. Further Cooperation. To the extent necessary, the Non-Debtor Co-Owners shall take all such further acts and execute such additional documents as may be necessary or appropriate to carry out the provisions and purposes of this Agreement.

5. Motion for Approval of Agreement. Upon receipt of a fully executed copy of this Agreement and all related documents, the Trustee shall promptly file a motion with the Bankruptcy Court to obtain approval of this Agreement ("9019 Motion"). This Agreement is contingent upon and expressly conditioned on the issuance of an order by the Bankruptcy Court in the Chapter 7 proceeding approving this Agreement pursuant to Federal Rule of Bankruptcy Procedure 9019. Unless and until approved by the Bankruptcy Court, this Agreement set forth herein are of no force or effect whatsoever. The Parties acknowledge that this Agreement is the result of extensive good faith negotiations between the Parties and is not to be construed as an admission of liability on the part of any of the Parties hereto, their agents, employees or officers, by whom liability is expressly denied. The Parties are bound by this Agreement subject only to Bankruptcy Court approval and waive any right to object to approval by the Bankruptcy Court.

6. Jurisdiction of the Bankruptcy Court. Should any dispute arise regarding this Agreement, the United States Bankruptcy Court for the Central District of California, Riverside Division, shall have exclusive jurisdiction to determine the same. The Bankruptcy Court shall retain jurisdiction to resolve any such dispute even after the case is dismissed.

7. Trustee Capacity. The Trustee is signing this Agreement in her capacity solely as Chapter 7 Trustee for the Estate. Nothing contained herein shall in any way impute liability to the Trustee, personally or as a member of any professional organization, or anyone acting on her behalf, including but not limited to the law firm of which she is associated, Shulman Hodges & Bastian LLP.

8. Further Documentation of Agreement. The Parties agree that after the Court approves the 9019 Motion, they will execute any and all further and additional documents and take all further and additional steps, which may be necessary or convenient to consummate the terms of this Agreement, including ensuring good and marketable title, and accomplish the purposes thereof.

### **III. REPRESENTATIONS AND WARRANTIES**

1. The Parties, and each of them, separately represent and warrant to each other that they have not assigned or transferred, or purported to assign or transfer, to any other person or entity any claim or other matter released under this Agreement.

2. The Parties, and each of them, separately represent and warrant to each other that they will execute all documents necessary to carry out the purpose of this Agreement and to cooperate with each other in the expeditious filing of any and all documents and the fulfillment of the terms of this Agreement.

3. The Parties warrant and represent that each and every recital and representation contained herein is true and correct to the best of their knowledge.

4. The Parties warrant and represent that he or she has been duly authorized to execute this Agreement and to undertake the obligations contained herein.

5. It is understood by the Parties, and each of them, and specifically stated by the Parties hereto, and each of them, that with the exceptions and warranties expressly set forth in this Agreement, this Agreement is made without reliance upon any statement or representation of any other party or any agent, attorney, or representative of any Party and that no Party is acting as agent, attorney or representative of any other Party.

6. Each Party represents and warrants to each and every other Party that each Party has made such investigation of the facts pertaining to the settlement set forth herein, and of all matters pertaining thereto, as they deemed necessary and that their willingness to execute this Agreement is based upon their independent investigation, rather than any statement or representation made during the pendency of the Bankruptcy Case, including settlement discussions.

7. The Parties represent that they fully understand their right to discuss all aspects of this Agreement with their own attorneys, that they have carefully reviewed and fully understand all of the provisions of this Agreement, and that they are voluntarily entering into this Agreement.

#### **IV. MISCELLANEOUS**

1. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, terms, conditions and representations, written or oral, made by any of the Parties or their agents, concerning the matters covered by this Agreement.

2. Modification and/or Amendment. This Agreement may be amended and modified only by a written agreement signed by all of the Parties specifically acknowledging and approving of the modification.

3. Execution of Documents. Each Party agrees to execute all documents necessary to carry out the purpose of this Agreement and to cooperate with the other in the expeditious filing of any and all document and the fulfillment of the terms of this Agreement.

4. Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and each of them, and their respective successors, assigns, heirs, partners, agents, officers, corporations, partnerships, partners, shareholders, representatives, and each of them.

5. Controlling Law and Mediation. This Agreement has been entered into in the State of California and this Agreement, including any rights, remedies, or obligations



provided for thereunder, shall be construed and enforced in accordance with the laws of the State of California. Any dispute arising out of this Agreement shall first be referred to the Bankruptcy Court mediation panel.

6. Severability. If any immaterial provision of this Agreement is held, determined or adjudicated to be invalid, unenforceable or void for any reason, each such provision shall be severed from the remaining portions of this Agreement and shall not affect the validity and enforceability of such remaining material provisions.

7. Effect of Headings. The titles and headings of this Agreement are for convenience and identification only, and shall not be deemed to limit, amplify, or define the contents of the respective sections or paragraphs to which they pertain.

8. Gender. Whenever in this document the context may so require, the masculine gender shall be deemed to include the feminine and neuter genders, and vice-versa.

9. Recitals. Each term of this Agreement is contractual and not merely a recital.

10. Construction. This Agreement has been negotiated at arm's length between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code, Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Agreement.

11. Counter-parts. This Agreement may be executed in one or more Counter-parts (multiple signatures) each of which shall be deemed an original, and all of which constitute one and the same instrument.

12. Notices. All notices under this Agreement shall be in writing and shall be effective upon receipt whether delivered by personal delivery or recognized overnight delivery service, facsimile, email, or sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the respective Parties as follows:

Lynda T. Bui, Trustee  
3550 Vine Street, Suite 210  
Riverside, CA 92507  
Email: [LBui@shbllp.com](mailto:LBui@shbllp.com)  
[Trustee.Bui@shbllp.com](mailto:Trustee.Bui@shbllp.com)

Jose Guerrero  
5210 Wroxton Drive  
Riverside, CA 92504  
Email: [AMERICANAUTOPARTS\\_1967@YAHOO.COM](mailto:AMERICANAUTOPARTS_1967@YAHOO.COM)

Javier Alcantar and Sylvia Alcantar  
16263 Vaquero Court  
Riverside, CA 92504  
Email: [JARSServices01@gmail.com](mailto:JARSServices01@gmail.com)  
Email: [Silveralcantar43@gmail.com](mailto:Silveralcantar43@gmail.com)

Michael Alexander  
26490 Elder Avenue  
Moreno Valley, CA 92555  
Email: [malexander19583@gmail.com](mailto:malexander19583@gmail.com)

Lady Kristia P.L. Alexander  
11118 Los Olivos Drive  
Moreno Valley, CA 92557  
Email: [datwinzmomma@yahoo.com](mailto:datwinzmomma@yahoo.com)

13. Attorneys' Fees. All Parties shall bear their own attorneys' fees and costs. In the event any claim, dispute and/or litigation arises out of this Agreement, the prevailing party shall be entitled to recovery of its attorneys' fees and costs incurred in prosecuting or defending said claim, dispute and/or litigation.

**BY SIGNING THIS AGREEMENT WHERE INDICATED BELOW I CERTIFY THAT I HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY, THAT I FULLY UNDERSTAND ALL THE WORDS, LANGUAGE, TERMS AND CONDITIONS CONTAINED HEREIN AND THAT I AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH HEREIN.**

DATED: February 22, 2019



Lynda T. Bui, Chapter 7 Trustee

DATED: February 22, 2019

\_\_\_\_\_  
Jose Guerrero

DATED: February 22, 2019

\_\_\_\_\_  
Javier Alcantar

Javier Alcantar and Sylvia Alcantar  
16263 Vaquero Court  
Riverside, CA 92504  
Email: [JARSServices01@gmail.com](mailto:JARSServices01@gmail.com)  
Email: [Silveralcantar43@gmail.com](mailto:Silveralcantar43@gmail.com)

Michael Alexander  
26490 Elder Avenue  
Moreno Valley, CA 92555  
Email: [malexander19583@gmail.com](mailto:malexander19583@gmail.com)

Lady Kristia P.L. Alexander  
11118 Los Olivos Drive  
Moreno Valley, CA 92557  
Email: [datwinzmomma@yahoo.com](mailto:datwinzmomma@yahoo.com)

13. Attorneys' Fees. All Parties shall bear their own attorneys' fees and costs. In the event any claim, dispute and/or litigation arises out of this Agreement, the prevailing party shall be entitled to recovery of its attorneys' fees and costs incurred in prosecuting or defending said claim, dispute and/or litigation.

**BY SIGNING THIS AGREEMENT WHERE INDICATED BELOW I CERTIFY THAT I HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY, THAT I FULLY UNDERSTAND ALL THE WORDS, LANGUAGE, TERMS AND CONDITIONS CONTAINED HEREIN AND THAT I AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH HEREIN.**

DATED: February 22, 2019

\_\_\_\_\_  
Lynda T. Bui, Chapter 7 Trustee

DATED: February 22, 2019

  
\_\_\_\_\_  
Jose Guerrero

DATED: February 22, 2019

\_\_\_\_\_  
Javier Alcantar

Javier Alcantar and Sylvia Alcantar  
16263 Vaquero Court  
Riverside, CA 92504  
Email: [JARSServices01@gmail.com](mailto:JARSServices01@gmail.com)  
Email: [Silveralcantar43@gmail.com](mailto:Silveralcantar43@gmail.com)

Michael Alexander  
26490 Elder Avenue  
Moreno Valley, CA 92555  
Email: [malexander19583@gmail.com](mailto:malexander19583@gmail.com)

Lady Kristia P.L. Alexander  
11118 Los Olivos Drive  
Moreno Valley, CA 92557  
Email: [datwinzmomma@yahoo.com](mailto:datwinzmomma@yahoo.com)

13. **Attorneys' Fees.** All Parties shall bear their own attorneys' fees and costs. In the event any claim, dispute and/or litigation arises out of this Agreement, the prevailing party shall be entitled to recovery of its attorneys' fees and costs incurred in prosecuting or defending said claim, dispute and/or litigation.

**BY SIGNING THIS AGREEMENT WHERE INDICATED BELOW I CERTIFY THAT I HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY, THAT I FULLY UNDERSTAND ALL THE WORDS, LANGUAGE, TERMS AND CONDITIONS CONTAINED HEREIN AND THAT I AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH HEREIN.**

DATED: February 22, 2019

\_\_\_\_\_  
Lynda T. Bui, Chapter 7 Trustee

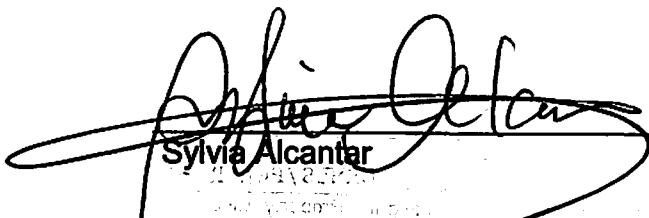
DATED: February 22, 2019

\_\_\_\_\_  
Jose Guerrero

DATED: February 22, 2019

  
\_\_\_\_\_  
Javier Alcantar

DATED: February 22, 2019



Sylvia Alcantar

DATED: February 22, 2019



Michael Alexander

DATED: February 22, 2019



Lady Kristia P.L. Alexander

DATED: February 22, 2019

\_\_\_\_\_  
Sylvia Alcantar

DATED: ~~February 22, 2019~~

3-15-19

  
\_\_\_\_\_  
Michael Alexander

DATED: February 22, 2019

\_\_\_\_\_  
Lady Kristia P.L. Alexander

DATED: February 22, 2019

\_\_\_\_\_  
Sylvia Alcantar

DATED: February 22, 2019

\_\_\_\_\_  
Michael Alexander

DATED: ~~February 22, 2019~~  
MARCH 15, 2019

  
\_\_\_\_\_  
Lady Kristia P.L. Alexander

# **Exhibit A**

## **Listing Agreement**

**Exhibit 4**





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## VACANT LAND LISTING AGREEMENT

(C.A.R. Form VLL, Revised 6/17)

In re Llamas, Pedro/Teresa Chapter 7 Bk. #6:18-12131

Date Prepared: February 12, 2019

1. **EXCLUSIVE AUTHORIZATION:** Lynda T. Bui, Chapter 7 Trustee ("Owner")  
hereby employs and grants Richard Halderman Jr. ("Broker") beginning  
(date) February 12, 2019 and ending at 11:59 P.M. on (date) January 15, 2020 ("Listing Period") the  
exclusive and irrevocable right to ☒ SELL, ☐ LEASE, ☐ EXCHANGE, ☐ OPTION, or ☐ OTHER  
the real property in the City of Perris, County of Riverside, California, Assessor's  
Parcel No.: 321-080-009, described as: One Vacant Parcel containing appx. 7.14 ac. ("Property").
2. **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in an agreement between Owner and transferee, all fixtures and  
fittings that are attached to the Property are included, and personal property items are excluded from the price.  
**ADDITIONAL ITEMS EXCLUDED:** none  
**ADDITIONAL ITEMS INCLUDED:** none  
Owner intends that the above items be excluded or included in listing the Property, but understands that: (i) the Agreement  
between owner and transferee supersedes any intention expressed above and will ultimately determine which items are excluded  
and included in the transaction; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or  
inclusions will be in the Agreement between Owner and transferee.
3. **LISTING PRICE AND TERMS:**  
A. The listing price shall be One Hundred Sixty Thousand and no/100 Dollars (\$ 160,000.00).  
B. Additional Terms: cash or cash to new loan
4. **COMPENSATION TO BROKER:**  
**Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may  
be negotiable between Owner and Broker (real estate commissions include all compensation and fees to Broker).**  
A. Owner agrees to pay to Broker as compensation for services irrespective of agency relationship(s): ☒ ten percent of the  
listing price (or if an agreement is entered into, of the contract price), ☐ \$ \_\_\_\_\_, OR ☐ in accordance  
with Broker's attached schedule of compensation; as follows:  
(1) If during the Listing Period, or any extension, Broker, cooperating broker, Owner or any other person procures a ready,  
willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the  
Buyer completes the transaction or is prevented from doing so by Seller. (Broker is entitled to compensation whether any  
escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)  
(2) If within 30 calendar days after the end of the Listing Period or any extension, Owner enters into a contract to sell,  
lease, exchange, option, convey or otherwise transfer the Property to anyone ("Prospective Transferee") or that person's  
related entity: (i) who physically entered and was shown the Property during the Listing Period, or any extension by Broker or  
a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Owner a signed, written offer to acquire,  
lease, exchange or obtain an option on the Property. Owner, however, shall have no obligation to Broker under this  
paragraph 4A(2) unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Owner  
a written notice of the names of such Prospective Transferees.  
(3) If, without Broker's prior written consent, the Property is withdrawn from sale, lease, exchange, option or other, as specified  
in paragraph 1, or is sold, conveyed, leased, rented, exchanged, optioned or otherwise transferred, or made unmarketable  
by a voluntary act of Owner during the Listing Period, or any extension thereof.  
B. If completion of the transaction is prevented by a party to the transaction other than Owner, then compensation due under  
paragraph 4A shall be payable only if and when Owner collects damages by suit, arbitration, settlement, or otherwise, and then  
in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and  
escrow expenses and the expenses of collection, if any.  
C. In addition, Owner agrees to pay Broker: n/a  
D. (1) Broker is authorized to cooperate and compensate brokers participating through the multiple listing service(s) ("MLS"): (i) by  
offering MLS brokers either: ☐ \_\_\_\_\_ percent of the purchase price, or ☐ \$ \_\_\_\_\_; OR (ii)  
(if checked) ☐ as per Broker's policy.  
(2) Broker is authorized to cooperate and compensate brokers operating outside the MLS as per Broker's policy.  
E. Owner hereby irrevocably assigns to Broker the above compensation from Owner's funds and proceeds in escrow. Broker may  
submit this Listing Agreement, as instructions to compensate Broker pursuant to paragraph 4A, to any escrow regarding the  
Property involving Owner and a buyer, transferee or Prospective Transferee.  
F. (1) Owner represents that Owner has not previously entered into a listing agreement with another broker regarding the  
Property, unless specified as follows: n/a  
(2) Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the Property unless the  
Property is transferred to any of the following Prospective Transferees: n/a  
(3) If the Property is transferred to anyone listed above during the time Owner is obligated to compensate another broker: (i) Broker is  
not entitled to compensation under this Listing Agreement; and (ii) Broker is not obligated to represent Owner in such transaction.



Property Address: One Vacant Parcel-County of Riverside APN#321-080-009 Date: 2/12/2019

5. MULTIPLE LISTING SERVICE:

- A. Broker is a participant/subscriber to CRMLS/PWAOR Multiple Listing Service (MLS) and possibly others. Unless otherwise instructed in writing the Property will be listed with the MLS(s) specified above. That MLS is (or if checked ☐ is not) the primary MLS for the geographic area of the Property. All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS and (ii) may be provided to the MLS even if the Property is not listed with the MLS.

**BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS; PRESENTING ALL OFFERS**

**WHAT IS AN MLS?** The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Owner's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

**EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS.

**CLOSED/PRIVATE LISTING CLUBS OR GROUPS:** Closed or private listing clubs or groups are not the same as the MLS. The MLS referred to above is accessible to all eligible real estate licensees and provides broad exposure for a listed property. Private or closed listing clubs or groups of licensees may have been formed outside the MLS. Private or closed listing clubs or groups are accessible to a more limited number of licensees and generally offer less exposure for listed property. Whether listing property through a closed, private network - and excluding it from the MLS - is advantageous or disadvantageous to an seller, and why, should be discussed with the agent taking the Seller's listing.

**NOT LISTING PROPERTY IN A LOCAL MLS:** If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

**OPTING OUT OF MLS:** If Owner elects to exclude the Property from the MLS, Seller understands and acknowledges that: (a) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Owner's Property is offered for sale; (b) Information about Owner's Property will not be transmitted to various real estate Internet sites that are used by the public to search for property listings; (c) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Owner is marketing the Property.

**REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

**PRESENTING ALL OFFERS:** Owner understands that Broker must present all offers received for Seller's Property unless Seller gives Broker written instructions to the contrary.

Seller's Initials AB / \_\_\_\_\_

Broker's/Agent's Initials \_\_\_\_\_ / \_\_\_\_\_

- B. MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 2 days or some other period of time after all necessary signatures have been obtained on the listing agreement. Broker will not have to submit this listing to the MLS if, within that time, Broker submits to the MLS a form signed by Owner (C.A.R. Form SELM or the local equivalent form).
- C. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Seller acknowledges that for any of the below opt-out instructions to be effective, Seller must make them on a separate instruction to Broker signed by Seller. Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:
- (1) **Property Availability On The MLS; Address On the MLS:** Seller can instruct Broker to have the MLS not display the Property or the Property address on the Internet. Seller understands that either of these opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.
- (2) **Feature Opt-Outs:** Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below. Seller understands (i) that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
- (a) **Comments And Reviews:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.
- (b) **Automated Estimate Of Value:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display. ☐ Seller elects to opt out of certain Internet features as provided by C.A.R. Form SELI or the local equivalent form.

Owner's Initials AB ( \_\_\_\_\_ )



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VACANT LAND LISTING AGREEMENT (VLL PAGE 2 OF 5)

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Example

**Exhibit 4**



Property Address One Vacant Parcel-County of Riverside APN#321-080-009 Date: 2/12/2019

6. **OWNER REPRESENTATIONS:** Owner represents that, unless otherwise specified in writing, Owner is unaware of: (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that affects or may affect the Property or Owner's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof.
7. **BROKER'S AND OWNER'S DUTIES:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Listing Agreement. Unless Owner gives Broker written instructions to the contrary, Broker is authorized to order reports and disclosures as appropriate or necessary, and advertise and market the Property in any method and medium, including the Internet, selected by Broker, and, to the extent permitted by these media, including MLS, control the dissemination of the information submitted to any medium. Owner agrees to consider offers presented by Broker, and to act in good faith toward accomplishing the transfer of the Property by, among other things, making the Property available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Property. Owner agrees to provide Broker and transferee(s) all written disclosures, as required by law. Owner further agrees to immediately disclose in writing any condition known to Owner that affects the Property, including, but not limited to, any past or current generation, storage, release, threatened release, disposal, and presence and location of asbestos, PCB transformers, petroleum products, flammable explosives, underground storage tanks and other hazardous, toxic or contaminated substances or conditions in, on, or about the Property. Owner shall maintain public liability and property damage insurance on the Property during the Listing Period or any extension. Owner waives all subrogation rights under any insurance against Broker, cooperating brokers or employees. Owner is responsible for determining at what price to list and transfer the Property. **Owner further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments attorney fees and costs arising from any incorrect or incomplete information supplied by Owner, or from any material facts that Owner knows but fails to disclose including dangerous or hidden conditions on the Property.**
- ☐ (If checked) The attached property disclosure is part of this Listing Agreement and may be provided to Prospective Transferees.
8. **DEPOSIT:** Broker is authorized to accept and hold on Owner's behalf any deposits to be applied toward the contract price.
9. **AGENCY RELATIONSHIPS:**
- A. **Disclosure:** Owner acknowledges receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) form which is required to be provided to Owner prior to entering into this Listing Agreement.
  - B. **Owner Representation:** Broker shall represent Owner in any resulting transaction, except as specified in paragraph 4F.
  - C. **Possible Dual Agency With Buyer:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Owner and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Owner any election to act as a dual agent representing both Owner and Buyer. If a Buyer is procured directly by Broker or an associate licensee in Broker's firm, Owner hereby consents to Broker acting as a dual agent for Owner and such Buyer. In the event of an exchange, Owner hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Owner understands and agrees that: (i) Broker, without the prior written consent of Owner, will not disclose to Buyer that Owner is willing to transfer the Property at a price less than the listing price; (ii) Broker, without the prior written consent of Buyer, will not disclose to Owner that Buyer is willing to pay a price greater than the offered price; and (iii) except for (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
  - D. **Other Owners:** Owner understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or acquire through Broker, property the same as or similar to Owner's Property. Owner consents to Broker's representation of owners and buyers of other properties before, during, and after the end of this Listing Agreement.
  - E. **Confirmation:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Owner's execution of an agreement to sell.
10. **SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the Property. Owner agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Owner. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Owner (such as hidden security cameras) and may claim an invasion of privacy. Owner is advised to post notices disclosing the existence of security devices.
- (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and
- (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Owner.
11. **KEYSAFE/LOCKBOX:** A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors and accompanying prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism, or damage attributed to the use of a keysafe/lockbox. Owner does (or if checked ☐ does not) authorize Broker to install a keysafe/lockbox. If Owner does not occupy the Property, Owner shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox.
12. **SIGN:** Owner authorizes Broker to install a FOR SALE/SOLD/LEASE sign on the Property unless otherwise indicated in writing.
13. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
14. **ATTORNEY'S FEES:** In any action, proceeding, or arbitration between Owner and Broker to enforce the compensation provisions of this Agreement, the prevailing Owner or Broker shall be entitled to reasonable attorney's fees and costs, except as provided in paragraph 18A.

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Owner's Initials AB ( )

VACANT LAND LISTING AGREEMENT (VLL PAGE 3 OF 5)

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Example



**Exhibit 4**

Property Address: One Vacant Parcel, County of Riverside APN#321-080-009 Date: 2/12/2019

15. ADDITIONAL TERMS: ☐ REOL ☐ SSIA 1. Property is being sold in AS IS condition with no expressed or implied warranties. 2. Sale subject to Bankruptcy Court approval and overbid.

16. MANAGEMENT APPROVAL: If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Listing Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Listing Agreement, in writing, within 5 days after its execution.

17. SUCCESSORS AND ASSIGNS: This Listing Agreement shall be binding upon Owner and Owner's successors and assigns.

18. DISPUTE RESOLUTION:

A. MEDIATION: Owner and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. 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. Exclusions from this mediation agreement are specified in paragraph 18B.

B. ADDITIONAL MEDIATION AND ARBITRATION TERMS: The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions.

C. ADVISORY: If Owner and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).

19. ENTIRE CONTRACT: All prior discussions, negotiations, and agreements between the parties concerning the subject matter of this Listing Agreement are superseded by this Listing Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, 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. This Listing Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in counterparts.

20. OWNERSHIP, TITLE AND AUTHORITY: Owner warrants that: (i) Owner is the owner of the Property; (ii) no other persons or entities have title to the Property, and (iii) Owner has the authority to both execute this Listing Agreement and transfer the Property. Exceptions to ownership, title and authority are as follows:

☐ REPRESENTATIVE CAPACITY: This Listing Agreement is being signed for Owner by an individual acting in a Representative Capacity as specified in the attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. Owner (i) represents that the entity for which the individual is signing already exists and (ii) shall Deliver to Broker, within 3 Days After Execution of this Agreement, evidence of authority to act (such as but not limited to: applicable trust document, or portion thereof, letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

By signing below, Owner acknowledges that Owner has read, understands, received a copy of and agrees to the terms of this Listing Agreement and any attached schedule of compensation.

Owner Lynda T. Bui, Chap. 7 Trustee Date 2/21/2019  
Address 3550 Vine St., Suite 210 City Riverside State CA Zip 92507  
Telephone 951/275-9300 Fax 951/275-9303 Email \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

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Owner's Initials (Signature) ( )

VACANT LAND LISTING AGREEMENT (VLL PAGE 4 OF 5)  
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Example

Exhibit 4

Property Address: One Vacant Parcel-County of Riverside APN#321-080-009 Date: 2/12/2019

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

Real Estate Broker (Firm) Richard Halderman Jr.

Address 3857 Birch St., Ste. 480 City Newport Beach Cal BRE Lic. # 00529557  
State CA Zip 92660

By [Signature] Tel. 949/500-8324 E-mail lidopacmgt@aol.com Cal BRE Lic# 00529557 Date 2/12/2019

By \_\_\_\_\_ Tel. \_\_\_\_\_ E-mail \_\_\_\_\_ Cal BRE Lic# \_\_\_\_\_ Date \_\_\_\_\_

☐ Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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Reviewed by \_\_\_\_\_

VACANT LAND LISTING AGREEMENT (VLL) (PAGE 5 OF 5)  
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**Exhibit 4**



Example



### **ADDENDUM TO LISTING AGREEMENT**

Lynda T. Bui, Chapter 7 Trustee ("Trustee") for the bankruptcy estate ("Estate") of **In re Pedro Ramos Llamas and Teresa Jesus Llamas** ("**Debtors**"), currently pending in the United States Bankruptcy Court for the Central District of California, Riverside Division Case No. **6:18-bk-12131-WJ**, agrees to grant **Richard A. Halderman, Jr.** ("Broker") the exclusive rights to negotiate a sale of real property of the Estate located at **7.14 acres of vacant land located in the City of Perris, County of Riverside, California, Parcel No. 321-080-009** ("Property"), upon the terms and conditions of the **Vacant Land Listing Agreement** ("Listing Agreement") entered into with respect to the Property concurrently herewith, as amended by the following terms and conditions of this Addendum:

1. Addendum. This Addendum amends the Listing Agreement. Notwithstanding any contrary terms and conditions in the Listing Agreement, this Addendum shall apply. Broker agrees that any previous listing agreements with regard to the Property are null and void.

2. No Liability. The Trustee is listing the Property for sale with the Broker in her capacity as the Chapter 7 Trustee of the Estate, and not in her personal capacity, and no liability or obligations shall accrue to her personally as a result of such listing. There shall be no claim by Broker for damages of any kind against the Trustee or against the law firm of which she is associated, Shulman Hodges & Bastian LLP. Any claim for damages by Broker as it relates to the listing or sale herein shall only be against the Estate.

3. Trustee's Right to Sell. The Trustee shall have the right to sell the Property to anyone who, prior to the date of entering into the Listing Agreement or this Addendum, has expressed an interest in purchasing the Property and Broker shall not be entitled to a commission on such a sale.

4. Termination. The Trustee may terminate the Listing Agreement at her option and upon written notice to the Broker at any time, and no liability or obligations shall accrue to the Estate or to the Trustee, either personally or in her capacity as Trustee, as a result of any such termination.

5. Abandonment. The Trustee reserves the right, in her sole discretion, to determine not to sell the Property and to abandon the Property by serving a notice of her intention to abandon the Property upon the Debtors, all creditors of the Estate, the United States Trustee, and all parties in interest. In the event of any such abandonment, the Listing Agreement and this Addendum shall terminate and no liability or obligations shall accrue to the Estate or to the Trustee, either personally or in her capacity as Trustee, as a result of any such abandonment and termination.

6. Conditions of Sale. The Broker agrees and understands that any sale of the Property shall be subject to the following terms and conditions:

- a. The Trustee is selling the Property in her capacity as the Chapter 7 Trustee of the Debtors' Estate, and not in her personal capacity, and no liability or obligations shall accrue to her personally as a result of any sale.
- b. If for any reason, or no reason whatsoever, the Trustee is unable to deliver possession or title to the Property to any potential purchaser, the purchaser's sole remedy shall be the return of any money that the purchaser has deposited towards the purchase of the Property.
- c. The Trustee is selling the Property in an "AS IS" condition or basis by quitclaim deed without any representations or warranties whatsoever, including without limitation representations or warranties as to title, oil and mineral rights, city or government agency notifications regarding work to be done, marketability of title, ownership, physical condition, compliance with state, city or federal statutes, codes, ordinances, or regulations, geological stability, zoning, suitability for improvement, and fire insurance policies to cover any improvements on the Property, nor any assurances regarding the subdividability of the Property.
- d. The sale of the Property is subject to Bankruptcy Court approval after notice to the Debtors, all creditors of the Estate, the United States Trustee, and other parties in interest as required by the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, and Local Bankruptcy Rules.
- e. The purchaser shall, at the purchaser's sole expense, acquire any and all insurance policies that the purchaser desires to cover the Property. The Trustee does not agree to acquire or transfer any insurance policies to the purchaser.
- f. The purchaser is to arrange for all financing of the acquisition of the Property before the close of escrow.
- g. The purchaser shall, at the purchaser's sole expense, install all smoke detectors, if any, as may be required by state or local law. The Trustee is not required to deliver to the purchaser a written statement of compliance with any applicable state and local law.
- h. The purchaser shall, at purchaser's sole expense, obtain and all pest control inspection repairs that purchaser deems appropriate.
- i. If any local ordinance requires that the Property be brought into

compliance with minimum energy conservation standards as a condition of sale or transfer, the purchaser shall comply with and pay for these requirements at purchaser's sole expense.

- j. Any sale is subject to the following conditions being satisfied before the close of escrow:
  - (1) the Trustee must prevail with respect to any objections to the proposed sale; and
  - (2) the Trustee reserves the right to reject any and all offers which in her judgment are insufficient.
- k. The Property is being sold subject to:
  - (1) All general and special taxes that are presently due, or may become due, regarding the Property, other than property taxes, which shall be prorated as of the close of escrow;
  - (2) The lien of supplemental taxes, if any, assessed pursuant to the provisions of applicable statutes of the State of California; and
  - (3) Any and all easements, restrictions, rights and conditions of record and rights of way, against, on or regarding the Property. Title, however, is to be transferred free of secured claims of record.

7. Payment of Commission. The commissions to be paid to the Broker shall only be paid from the proceeds of the sale of the Property. If a sale is not consummated for any or no reason whatsoever, the Broker shall not be entitled to commissions. The parties acknowledge that the Listing Agreement, this Addendum and any agreement relating to the Property is not binding (including the entering into of a purchase agreement) until Bankruptcy Court approval. The parties acknowledge that the Bankruptcy Court may after approval of this agreement later reduce commissions agreed to. In addition, the commissions are subject to the approval of the secured creditor(s) if the sale of the Property is a short sale. A commission is not earned until Bankruptcy Court approval of a purchase agreement is obtained and escrow is closed.

8. Entire Agreement. This Addendum and the Listing Agreement, to the extent that such Listing Agreement is not contrary to the terms and conditions herein, constitute the entire contract between the parties. All prior agreements between the parties are incorporated into this contract. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete, final and exclusive



statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this agreement.

9. Bankruptcy Court Jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction to resolve any and all disputes relating to this Addendum and the Listing Agreement.

Dated: 2/21/19



LYNDA T. BUI  
Chapter 7 Trustee

Dated: 2/22/19

  
RICHARD A. HALDERMAN, JR.

\* \* \* \*

## **Exhibit 5**

# **Purchase Agreement and Addendum**

**Counteroffer re Purchase and Sale of  
Vacant Lot (Approximately 7.14 acers) Parcel No. 321-080-009  
(Riverside County)**

This is a counteroffer ("Counteroffer") to the February 13, 2019 "Vacant Land Purchase Agreement and Joint Escrow Instructions" received from **Gerardo Saldana** ("Buyer's Offer") for the purchase of the One Vacant Lot of approximately 7.14 acres, Assessor Parcel No. 321-080-009, situated in Perris, California, **Riverside County** ("Property"), by **Gerardo Saldana** ("Buyer") from Lynda T. Bui, solely in her capacity as the Chapter 7 Trustee ("Seller" and, together with Buyer, the "Parties"), for the Bankruptcy Estate of **In re Pedro Ramos Llamas and Teresa Jesus Llamas**, Bankruptcy Case No.: **6:18-bk-12131-WJ** ("Debtors").

When fully-executed below, this Counteroffer will constitute conclusive evidence of the contract for the sale and purchase of the Property (the "Sale") and the Parties' agreement for the Sale, subject to approval by the Bankruptcy Court in the Debtors' Bankruptcy case and further or more complete documentation in Seller's discretion. **This Counteroffer Supersedes the Buyer's Proposal.** Seller may elect to deem this Counteroffer the definitive agreement between the Parties regarding the Sale.

1. **Purchase Price:** The purchase price for the Property shall be **\$160,000.00**; all cash (the "Purchase Price").
2. **Initial Deposit:** Within three (3) business days following Buyer's execution of this Counteroffer, Buyer shall deliver to escrow, together with an executed copy of this Counteroffer, the sum of **\$5,000.00**, to be applied toward the Purchase Price (the "Deposit"), as follows:

Antonia Delgado, Escrow Officer  
A & A Escrow Services, Inc.  
415 N. Crescent Drive, Suite 320  
Beverly Hills, CA 90210  
Telephone: (310) 550-6055; Facsimile: (310) 550-6130  
Email: [antonia@aaescrow.com](mailto:antonia@aaescrow.com)

3. **Due Diligence Period:** Buyer acknowledges that he/she/it is familiar with the Property and that the Buyer has previously viewed the Property. Nevertheless, at Buyer's sole expense, Buyer shall have until **2:00 p.m. PDT, April 11, 2019**, to obtain all investigations, appraisals and tests, and to complete any and all due diligence which the Buyer desires (the "Due Diligence Deadline"). By no later than the Due Diligence Deadline, Buyer may advise Seller, in writing, of his/her/its election to cancel the Sale, in which case Buyer shall receive a full refund of the Deposit (the "Notice to

Cancel"). Absent Buyer's submission of a Notice to Cancel in accordance with this paragraph 3, the Sale shall be without any further contingencies or due diligence requirements of the Buyer.

**Without limiting the generality of the foregoing, Buyer's silence shall be deemed an acceptance and affirmative election to proceed with the Sale without any further contingencies or due diligence requirements.**

4. Bankruptcy Court Approval: The Sale is expressly subject to Bankruptcy Court approval in the Debtors' bankruptcy case. As soon as reasonably practical following expiration of the Due Diligence Deadline without Buyer's submission of a Notice to Cancel, the Seller will file a motion to approve the Sale with the Bankruptcy Court pursuant to section 363 of the United States Bankruptcy Code (11 U.S.C. § 363) (the "Approval Motion"). As part of such motion, the Seller will request a finding of the Buyer's "good faith" in accordance with section 363(m) of the Bankruptcy Code.
5. Tender of Balance of Purchase Price/Closing: The Sale shall close, with Buyer tendering the full Purchase Price, not more than fifteen (15) calendar days after the entry of an order of the Bankruptcy Court authorizing the Sale.
6. Property Sold "As is" "Where is": The Buyer acknowledges that the Seller is a Trustee appointed to administer a Bankruptcy Estate. The Seller and or Seller's agents have not, and will not, inspect the Property or determine its condition, fitness or use for any particular purpose, nor will any of them provide any written disclosures, guarantees or warranties of any kind. Seller and Seller's agents are exempt from complying with the requirements of Article 1.5 of the California Civil Code Sections 1102-1102.17 relating to disclosures upon transfer of real property. **The sale shall be "as-is" and "where is" with no warranty or recourse whatsoever.** If any state or local ordinance laws require that the Property be brought into compliance, the Buyer, at his/her/its sole expense, shall comply with and pay for any such requirements.
7. Transfer of Property: Transfer of the Property by Seller shall be by Trustee's Fiduciary Quitclaim Deed. The Seller shall convey and the Buyer shall accept the marketable title to the Property that will be insured by Fidelity National Title Company, without material exception, subject only to the terms of this Counteroffer and any further documentation of the Sale consistent with this Counteroffer.
8. Liens, Claims, Encumbrances and Interests: The Sale shall be free and clear of such Liens, with the extent, validity and priority of such liens to attach to the net proceeds of the Sale.

9. Assessments, Taxes and Escrow fees: The following assessments, taxes and other costs shall be allocated as follows: (a) all allowable assessments and real property taxes shall be prorated through the closing date of the Sale to the applicable accounts of the Seller and the Buyer, such that the amounts applicable to the account of the Buyer shall not be deducted from the Purchase Price; (b) escrow fees shall be split equally between the Buyer and the Seller (50/50), such that the amounts allocable to the Buyer shall not be deducted from the Purchase Price; (c) the Seller shall pay real property transfer tax (County and State only) and the costs of a standard issue title insurance policy, such that these taxes and costs shall not be deducted from the Purchase Price; and (d) City transfer tax shall be split equally between Buyer and Seller (50/50), such that the amount allocable to the Buyer shall not be deducted from the Purchase Price. **All other costs are at Buyer's sole expense and are not to be deducted from the Purchase Price.**
10. Overbid: The Sale is subject to notice to creditors and other parties and shall be subject to higher and better bid through and including the hearing on the Approval Motion, pursuant to sale and overbid procedures determined in the Seller's sole discretion and subject to Bankruptcy Court approval. Initial overbid increment will be no less than **\$5,000.00 over the Purchase Price**, and thereafter in minimum increments of no less than **\$1,000.00**.
11. Brokers and Commissions: Subject to Court approval, the Seller shall pay commission as follows, through escrow: ten percent (10%) total of the Purchase Price to the Trustee's Broker, Richard A. Halderman, Jr. (DRE License #00529557), who is both the listing broker and the Buyer's selling broker. **The Trustee reserves the right to request a carve-out or reduction of the commission if doing so is the best interest of the Estate.** No commission shall be due and payable except from the cash proceeds of an actual sale of the Property to the Buyer and upon closing of such sale.
12. Seller Right to Terminate: The Seller may decline, at her option and sole discretion, to consummate the Sale for any reason, including without limitation: (a) the dismissal or closure of the Debtors' bankruptcy case; (b) the conversion of the Debtors' Chapter 7 bankruptcy case to any other chapter under the Bankruptcy Code; (c) the inability to subordinate any liens on the Property to the expenses of administration; (d) the inability to obtain approval of the Sale by the Bankruptcy Court; or (e) the inability to sell the Property on the terms and conditions set forth herein. The Seller reserves the right, in her sole discretion, to determine not to consummate, and to terminate, the sale of the Property by serving a notice of such termination on the Buyer. No liability or obligations shall accrue to the bankruptcy estate

or the Seller, either personally or in her capacity as Trustee, as a result of any such termination. The Buyer's sole remedy, in the event that escrow fails to close as a result of Seller's inability to close escrow, shall be a refund of the Deposit in full.

13. **Non-Refundability and Forfeiture of Deposit:** Except as set forth above in paragraph 12 to this Counteroffer, immediately upon expiration of the Due Diligence Deadline without Buyer's submission of a Notice to Cancel in accordance with paragraph 3 to this Counteroffer, the entirety of the Deposit shall be absolutely non-refundable and forfeited to the Seller. Notwithstanding the immediately preceding sentence, in the event: (a) the Bankruptcy Court enters an order that does not authorize Seller to sell the Property to the Buyer; or (b) the Bankruptcy Court enters an order that authorizes the sale to another bidder and the Buyer is not a backup bidder, Seller shall refund the entire Deposit to the Buyer within ten (10) calendar days following entry of such order of the Bankruptcy Court. In the event the Buyer is overbid and is a backup bidder, Seller shall refund the entire Deposit to the Buyer only if the Sale closes to the winning bidder and within ten (10) calendar days following such closing.

\_\_\_\_\_ (Buyer's initials)

\_\_\_\_\_ (Buyer's initials)

14. **Escrow Instructions:** Escrow instructions shall be signed by Buyer and Seller within thirty (30) calendar days after execution of this Counteroffer. In the event that Buyer is unable to close escrow within fifteen (15) calendar days after entry of the Bankruptcy Court's order authorizing the Sale (the "Closing Date"), the Buyer shall compensate the Seller one hundred dollars (\$100.00) per day for each day beyond the Closing date that the Sale does not close for a total extended period of no more than ten (10) calendar days. Thereafter, the Seller shall have absolute discretion to either: (a) provide further extensions of the Closing Date at the same rate of compensation; or (b) terminate the Sale to the Buyer and retain the entirety of the Deposit as liquidated damages.
15. **Bankruptcy Court Jurisdiction:** The Bankruptcy Court for the Central District of California, Riverside Division ("Court"), shall have jurisdiction to interpret and enforce the terms of this Counteroffer/agreement. This Counteroffer/agreement shall be construed pursuant to the laws of the State of California, except to the extent preempted by applicable Federal bankruptcy law.
16. **Expiration of Offer:** This Counteroffer shall expire, if not executed by Buyer and delivered to Seller's agent, Richard A. Halderman, California DRE License #00529557, on or before **2:00 p.m. PDT, Tuesday, April 10, 2019.**

or the Seller, either personally or in her capacity as Trustee, as a result of any such termination. The Buyer's sole remedy, in the event that escrow fails to close as a result of Seller's inability to close escrow, shall be a refund of the Deposit in full.

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G.E.S. (Buyer's initials)

\_\_\_\_\_ (Buyer's initials)


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17. Multiple Offers (if applicable): Buyer recognizes that multiple offers and/or counteroffers (in addition to the instant Counteroffer) may be pending and Seller reserves the right, per Paragraph 13, to choose which contract to submit to the Bankruptcy Court for approval. **At this time, there are no other offers.**

**SELLER:**

Date: April 7, 2019

  
\_\_\_\_\_  
Lynda T. Bui, Solely in her capacity as  
Chapter 7 Trustee for the Bankruptcy Estate of  
*In re Pedro Ramos Llamas and Teresa Jesus Llamas* ,  
Case No. 6:18-bk-12131-WJ

**Read, Understood, Agreed To and Accepted:  
Buyer(s):**

Date: April \_\_\_\_, 2019

\_\_\_\_\_  
Gerardo Saldana – Buyer

Date: April \_\_\_\_, 2019

\_\_\_\_\_  
Richard A. Halderman, Jr.  
Listing and Selling Agent  
California DRE License #00529557



17. Multiple Offers (if applicable) Buyer recognizes that multiple offers and/or counteroffers (in addition to the Instant Counteroffer) may be pending and Seller reserves the right, per Paragraph 13, to choose which contract to submit to the Bankruptcy Court for approval. At this time, there are no other offers.

**SELLER:**

Date: April \_\_, 2019

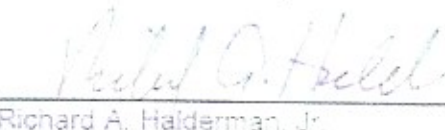
Lynda T. Bul, Solely in her capacity as  
Chapter 7 Trustee for the Bankruptcy Estate of  
*In re Pedro Ramos Llamas and Teresa Jesus Llamas*,  
Case No. 6:18-bk-12131-WJ

Read, Understood, Agreed To and Accepted:  
Buyer(s):

Date: April 3, 2019

  
Gerardo Saldana - Buyer

Date: April 3, 2019

  
Richard A. Halderman, Jr.  
Listing and Selling Agent  
California DRE License #00529557

CALIFORNIA  
ASSOCIATION  
OF REALTORS®

VACANT LAND PURCHASE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form VLPA, Revised 1/06)

In re Llamas, Pedro/Teresa Chapter 7 Bk. #6:18-12131

Date February 13, 2019, at Costa Mesa

1. OFFER:

A. THIS IS AN OFFER FROM Gerardo Saldana

B. THE REAL PROPERTY TO BE ACQUIRED is described as One Vacant Lot of approximately 7.14 acres ("Buyer")

Perris, CA

Assessor's Parcel No(s) 321-080-009

County of Riverside

situated in California ("Property")

C. THE PURCHASE PRICE offered is One Hundred Sixty Thousand and no/100 Dollars \$ 160,000.00

D. CLOSE OF ESCROW shall occur on Within Five days AFTER entry of order (or \_\_\_\_\_ Days After Acceptance)

2. FINANCE TERMS: Obtaining the loans below is a contingency of this Agreement unless: (i) either 2D or 2L is checked below; or (ii) otherwise agreed in writing. Buyer shall act diligently and in good faith to obtain the designated loans. Obtaining deposit, down payment and closing costs is not a contingency. Buyer represents that funds will be good when deposited with Escrow Holder.

A. INITIAL DEPOSIT: Buyer has given a deposit in the amount of \$ 5,000.00 to the agent submitting the offer (or to \_\_\_\_\_), by Personal Check

(or \_\_\_\_\_), made payable to \_\_\_\_\_, which shall be held uncashed until Acceptance and then deposited within 3 business days after Acceptance (or \_\_\_\_\_ into Broker's trust account).

B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ -0- within \_\_\_\_\_ Days After Acceptance, or \_\_\_\_\_

C. FIRST LOAN IN THE AMOUNT OF \$ -0-

☐ NEW First Deed of Trust in favor of \_\_\_\_\_ lender, L. seller,

OR ☒ ASSUMPTION of Existing First Deed of Trust;

encumbering the Property, securing a note payable at maximum interest of \_\_\_\_\_ % fixed rate, or \_\_\_\_\_ % initial adjustable rate with a maximum interest rate of \_\_\_\_\_ %, balance due in \_\_\_\_\_ years, amortized over \_\_\_\_\_ years (OR, if checked, payable in interest-only installments). Payments due \_\_\_\_\_ monthly, \_\_\_\_\_ quarterly, \_\_\_\_\_ semi-annually, \_\_\_\_\_ annually. Buyer shall pay loan fees/points not to exceed \_\_\_\_\_

D. ~~ALL CASH OFFER~~ (If checked): No loan is needed to purchase the Property. Buyer shall, within 7 (or \_\_\_\_\_) Days After Acceptance, provide Seller written verification of sufficient funds to close this transaction.

E. ADDITIONAL FINANCING TERMS: \$ -0-

F. BALANCE OF PURCHASE PRICE:

(not including costs of obtaining loans and other closing costs) in the amount of \$ 155,000.00 to be deposited with Escrow Holder within sufficient time to close escrow.

G. PURCHASE PRICE (TOTAL): \$ 160,000.00

H. LOAN APPLICATIONS: Within 7 (or \_\_\_\_\_) Days After Acceptance, Buyer shall provide Seller a letter from lender or mortgage 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 above.

I. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 2H) shall, within 7 (or \_\_\_\_\_) Days After Acceptance, provide Seller written verification of Buyer's down payment and closing costs.

J. LOAN CONTINGENCY REMOVAL: (i) Within 17 (or \_\_\_\_\_) Days After Acceptance Buyer shall, as specified in paragraph 18, remove the loan contingency or cancel this Agreement; OR (ii) ☒ (if checked) loan contingency shall remain in effect until the designated loans are funded.

K. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (OR, if checked, is NOT) contingent upon the Property appraising at no less than the specified purchase price. If there is a loan contingency, at the time the loan contingency is removed (or, if checked, within 17 (or \_\_\_\_\_) Days After Acceptance), Buyer shall, as specified in paragraph 18, remove the appraisal contingency or cancel this Agreement. If there is no loan contingency, Buyer shall, as specified in paragraph 18, remove the appraisal contingency within 17 (or \_\_\_\_\_) Days After Acceptance.

L. ~~NO LOAN CONTINGENCY~~ (If checked): Obtaining any loan in paragraphs 2C, 2E or elsewhere in this Agreement 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.

M. SELLER FINANCING: The following terms (or \_\_\_\_\_ (if checked) the terms specified in the attached Seller Financing Addendum (C.A.R. Form SFA)) apply ONLY to financing extended by Seller under this Agreement.

(1) BUYER'S CREDIT-WORTHINESS: Buyer authorizes Seller and/or Broker's to obtain, at Buyer's expense, a copy of Buyer's credit report. Within 7 (or \_\_\_\_\_) Days After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller.

Exhibit 5

Buyer's Initials: GES  
Seller's Initials: AB





Property: One Vacant Parcel-County of Riverside APN#321-080-009

Date: 2/13/2019

(2) **TERMS:** Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: (i) the maximum interest rate specified in paragraph 2C shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or ☐ ) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.

(3) **ADDED, DELETED OR SUBSTITUTED BUYERS:** The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.

N. **ASSUMED OR "SUBJECT TO" FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 18, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 18B(3), remove this contingency or cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

3. **POSSESSION AND KEYS:** Possession and occupancy shall be delivered to Buyer at                      AM/PM, on the date of Close Of Escrow; ☐ on                     ; or ☐ no later than                      Days After Close Of Escrow. The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks.

4. **ALLOCATION OF COSTS** (If checked): Unless otherwise specified here, this paragraph only determines who is to pay for the report, inspection, test or service mentioned. If not specified here or elsewhere in this Agreement, the determination of who is to pay for any work recommended or identified by any such report, inspection, test or service is by the method specified in paragraph 18.

A. **INSPECTIONS AND REPORTS:**

(1) ☐ Buyer ☐ Seller shall pay to have existing septic or private sewage disposal system, if any, inspected

(2) ☐ Buyer ☐ Seller shall pay for costs of testing to determine the suitability of soil for sewage disposal

(3) ☐ Buyer ☐ Seller shall pay to have existing wells, if any, tested for water potability and productivity

(4) ☐ Buyer ☐ Seller shall pay to have Property corners identified

(5) ☐ Buyer ☐ Seller shall pay for a natural hazard zone disclosure report prepared by

(6) ☐ Buyer ☐ Seller shall pay for the following inspection or report

(7) ☐ Buyer ☐ Seller shall pay for the following inspection or report

B. **ESCROW AND TITLE:**

(1) ☒ Buyer ☐ Seller shall pay escrow fee 50/50

Escrow Holder shall be AAA Escrow, Beverly Hills, CA

(2) ☐ Buyer ☒ Seller shall pay for owner's title insurance policy specified in paragraph 14

Owner's title policy to be issued by First American Title

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

C. **OTHER COSTS:**

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

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

(3) ☐ Buyer ☐ Seller shall pay HOA transfer fees

(4) ☐ Buyer ☐ Seller shall pay HOA document preparation fees

(5) ☐ Buyer ☐ Seller shall pay for

(6) ☐ Buyer ☐ Seller shall pay for

5. **STATUTORY DISCLOSURES AND CANCELLATION RIGHTS:**

A. **NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in paragraph 18, deliver to Buyer if required by Law: (i) earthquake guides (and questionnaire) and environmental hazards booklet; (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; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

B. **DATA BASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://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.)

Exhibit 5

Buyer's Initials GES

Seller's Initials [Signature]

Reviewed by                      Date                     





Property: One Vacant Parcel-County of Riverside APN#321-080-009

Date: 2/13/2019

**6. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:**

A. Within the time specified in paragraph 18, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:

- (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
- (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).
- (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
- (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).
- (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, "candidate" species, or wetlands on the Property.
- (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
- (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
- (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
- (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property.
- (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
- (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
- (12) **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.
- (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
- (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.

B. **RENTAL AND SERVICE AGREEMENTS:** Within the time specified in paragraph 18, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.C. **TENANT ESTOPPEL CERTIFICATES:** (If checked) Within the time specified in paragraph 18, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.D. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 18, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.**7. CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:**A. **SELLER HAS:** 7 (or ☐ \_\_\_\_\_) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or located in a planned unit development or other common interest subdivision.B. If the Property is a condominium, or located in a planned unit development or other common interest subdivision, Seller has ☐ (or ☐ \_\_\_\_\_) Days After Acceptance to request from the HOA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; and (vi) the following if Seller has actual knowledge: (a) any material defects in the condition of common area (such as pools, tennis courts, walkways or other areas co-owned in undivided interest with other); and (b) possible lack of compliance with HOA requirements (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 18.8. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, 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 disclosed in reports ordered and paid for by Buyer.**9. CHANGES DURING ESCROW:**

A. Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 18: (i) rent or lease any part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.

B. At least 7 (or ☐ \_\_\_\_\_) Days prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes.**10. CONDITIONS AFFECTING PROPERTY:**

A. Unless otherwise agreed: (i) the Property is sold (a) in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer Investigation rights; and (ii) the Property is to be maintained in substantially the same condition as on the date of Acceptance.

B. ☐ (If checked) All debris and personal property not included in the sale shall be removed by Close Of Escrow.C. **SELLER SHALL,** within the time specified in paragraph 18, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS AFFECTING THE PROPERTY AND MAKE OTHER DISCLOSURES REQUIRED BY LAW.D. **NOTE TO BUYER:** You are strongly advised to conduct investigations of the entire Property in order to determine its present condition since Seller may not be aware of all defects affecting the Property or other factors that you consider important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.E. **NOTE TO SELLER:** Buyer has the right to inspect the Property and, as specified in paragraph 18, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that you make Repairs or take other action.**Exhibit 5**

Buyer's Initials (                      )  
 Seller's Initials (                      )  
 Reviewed by                      Date                     





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**11. ITEMS INCLUDED AND EXCLUDED:**

- A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are included in the purchase price or excluded from the sale unless specified in 11B or C.
- B. **ITEMS INCLUDED IN SALE:**
- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) The following items: n/a
- (3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
- (4) All items included shall be transferred free of liens and without Seller warranty.
- C. **ITEMS EXCLUDED FROM SALE:** n/a

**12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property is a contingency of this Agreement, as specified in this paragraph and paragraph 18. Within the time specified in paragraph 18, Buyer shall have the right, at Buyer's expense, unless otherwise agreed, to conduct inspections, investigations, tests, surveys, and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified below. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector, or government employee, unless required by Law.
- B. Buyer shall complete Buyer Investigations and, as specified in paragraph 18, remove the contingency or cancel this Agreement. Buyer shall give Seller, at no cost, complete Copies of all Buyer Investigation reports obtained by Buyer. Seller shall make Property available for all Buyer Investigations. If the following have already been conducted and available, Seller shall have water, gas, electricity, and all operable pilot lights on for Buyer's investigations and through the close possession, as made available to Buyer.
- BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT, ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 12, UNLESS OTHERWISE AGREED IN WRITING.**
- C. **SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including 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 any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
- D. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
- E. **UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.
- 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, including mold (airborne, toxic or otherwise), fungus or similar contaminant, materials, products or conditions.
- G. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- H. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- I. **PROPERTY DAMAGE:** Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.
- J. **NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area conditions including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, 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.

**Exhibit 5**Buyer's Initials: G. E. S.Seller's Initials: [Signature]

Reviewed by

Date





- K. **COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- L. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.
- M. **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.
- N. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.
13. **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.
14. **TITLE AND VESTING:**
- A. Within the time specified in paragraph 18, Buyer shall be provided a current preliminary (title) report, which 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 18.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 18, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperation 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 standard coverage owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires the coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.
15. **SALE OF BUYER'S PROPERTY:**
- A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.
- OR B. ☒ (If checked) The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.
16. **MANUFACTURED HOME PURCHASE (If checked):** The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer has not ordered this contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 18, Buyer shall remove this contingency or cancel this Agreement. (OR, if checked, this contingency shall remain in effect until the Close Of Escrow of the Property).
17. **CONSTRUCTION LOAN FINANCING (If checked):** The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan will will not be used to finance the Property. Within the time specified in paragraph 18, Buyer shall remove this contingency or cancel this Agreement (or, if Checked, this contingency shall remain in effect until Close Of Escrow of the Property).
18. **TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph must be in writing (C.A.R. Form CR).
- A. **SELLER HAS:** 7 (or       ) Days After Acceptance to deliver to Buyer all reports, disclosures and information for which Seller is responsible under paragraphs 2N, 4, 5A, 6, 7A, 10C and 14.
- B. (1) **BUYER HAS:** 17 (or       ) Days After Acceptance, unless otherwise agreed, in writing, to complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller, and approve all matters affecting the Property (including lead-based paint and lead-based paint hazards as well as other information specified in paragraph 5 and insurability of Buyer and the Property).
- (2) Within the time specified in 18B(1), Buyer may request that Seller make Repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.
- (3) By the end of the time specified in 18B(1) (or 2J for loan contingency; 2K for appraisal contingency; 16 for manufactured home purchase; and 17 for constructive home financing), Buyer shall remove, in writing, the applicable contingency (C.A.R. Form CR) or cancel this Agreement. However, if the following inspections, reports or disclosures are not made within the time specified in 18A, then Buyer has 5 (or       ) Days after receipt of any such item, or the time specified in 18B(1), whichever is later, to remove the applicable contingency or cancel this Agreement in writing: (i) government-mandated inspections or reports required as a condition of closing; (ii) Common Interest Disclosures pursuant to paragraph 7B; (iii) a subsequent or amended disclosure pursuant to paragraph 8; and (iv) Proposed Changes pursuant to paragraph 5.
- C. **CONTINUATION OF CONTINGENCY OR CONTRACTUAL OBLIGATION: SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel: Buyer Contingencies:** Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit if, by the time specified in this Agreement, Buyer does not remove in writing the applicable contingency or cancel this Agreement. Once all contingencies have been removed, failure of either Buyer or Seller to close escrow in time may be a breach of this Agreement.



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- (2) Continuation of Contingency: Even after the expiration of the time specified in 18B, Buyer retains the right to make requests to Seller, remove in writing the applicable contingency or cancel this Agreement until Seller concurs pursuant to 18C(1). Once Seller receives Buyer's written removal of all contingencies, Seller may not cancel this Agreement pursuant to 18C(1).
- (3) Seller right to Cancel: Buyer Contract Obligations: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for any of the following reasons: (i) if Buyer fails to deposit funds as required by 2A or 2B; (ii) if the funds deposited pursuant to 2A or 2B are no good when deposited; (iii) if Buyer fails to provide a letter as required by 2H; (iv) if Buyer fails to provide verification as required by 2D or 2I or supporting documentation pursuant to 2M; or (v) if Seller reasonably disapproves of the verification provided by 2D or 2I or the credit report or supporting documentation pursuant to 2M. Seller is not required to give Buyer a Notice to Perform regarding Close Of Escrow.
- (4) Notice To Buyer To Perform: The Notice to Buyer to Perform (C.A.R. Form NSP) shall (i) be in writing; (ii) be given by Seller; and (iii) give Buyer at least 24 (or \_\_\_\_\_) hours (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform may not be given any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or final as 18C(8) obligation.
- D. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation right, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility, and expense for repairs or corrections pertaining to that contingency or cancellation right, or for liability to obtain financing.
- E. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written NOTICE OF CANCELLATION pursuant to 18C, duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, less fees and costs, to the party entitled to the funds. Fees not owed may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual signed release instructions from Buyer and Seller, judicial decision or arbitration award.
19. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final inspection of the Property within 5 (or \_\_\_\_\_) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 10A; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement.
20. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: (i) Federal, state, and local regulations impose liability upon existing and former owners and users of real property in applicable situations for certain allegedly defined environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any state Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
21. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain the liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, signed release instructions from both Buyer and Seller, judicial decision or arbitration award.
22. DISPUTE RESOLUTION:
- A. MEDIATION: Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Paragraphs 22B(2) and (3) below apply to mediation whether or not the Arbitration provision is initialed. 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 commences an action without first attempting to resolve the matter through mediation, or 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.
- B. ARBITRATION OF DISPUTES: (1) Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by mutual, binding arbitration, including and subject to paragraphs 22B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional Law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. 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 II of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Interpretation of this agreement, so arbitrator shall be governed by the Federal Arbitration Act.
- (2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation and arbitration provisions.
- (3) BROKERS: Buyer and Seller agree to mediate and arbitrate disputes or claims involving either or both Brokers, consistent with 22A and B, provided either or both Brokers shall have agreed to such mediation or arbitration prior to, or within a reasonable time after, the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the Agreement.

Exhibit 5

Buyer's Initials (G.E.S.)  
Seller's Initials (J.S.)





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"NOTICE: BY INITIALIZING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTES OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION OF THIS NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP YOUR RIGHT TO HAVE THE DISPUTE LITIGATED IN A COURT OF JUDICIAL OR JURY TRIAL. THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. 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

23. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be 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-Roos and other Special Assessments District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. The 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. 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.
24. **WITHHOLDING TAXES:** Seller and Buyer agree to execute any instrument, affidavit, statement or declaration reasonably necessary to comply with federal (FIRPTA) and California withholding Law, if required (C.A.R. Forms AS and AS1).
25. **MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM:** If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on listing approved by the MLS or PDS.
26. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination laws.
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 attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
28. **SELECTION OF SERVICE PROVIDERS:** If Brokers refer Buyer or Seller to persons, vendors, or service or product providers ("Providers"), Brokers do not guarantee the performance of any Providers. Buyer and Seller may select ANY Providers of their own choosing.
29. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
30. **OTHER TERMS AND CONDITIONS,** including attached supplements:  
☐ Purchase Agreement Addendum (C.A.R. Form PAA paragraph numbers: \_\_\_\_\_)  
 1. Property is being purchased in AS IS condition with no expressed/implied Warranties.  
 2. Sale subject to Bankruptcy Court approval and overbid.

31. **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 that acceptance 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 the terms and conditions of this accepted Vacant Land Purchase Agreement and any accepted counter offers and addenda.
- C. **"C.A.R. Form"** means the specific form referenced, or another comparable form agreed to by the parties.
- D. **"Close Of Escrow"** means the date the grant deed, or other evidence of transfer of title, is recorded. If the scheduled close of escrow falls on a Saturday, Sunday or legal holiday, then close of escrow shall be the next business day after the scheduled close of escrow date.
- E. **"Copy"** means copy by any means including photocopy, NCR, facsimile and electronic.
- F. **"Days"** means calendar days, unless otherwise required by Law.
- 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 11:59PM 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.

Buyer's Initials ( G.E.S. )  
 Seller's Initials ( [Signature] )  
 Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





Property: One Vacant Parcel-County of Riverside APN#321-080-009

Date: 2/13/2019

37. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned, unless the offer is signed by Seller, and a Copy of the Signed offer is personally received by Buyer, or by Richard Halderman Jr. who is authorized to receive it by 5:00 PM on the third Day after this offer is signed by Buyer (or, if checked, by AMPN).

Date February 14, 2019

BUYER Gerardo Saldana

By Gerardo Saldana

Print Name

Title

Address 19069 Van Buren Blvd., Ste. 114-334

Riverside, CA 92508

Date

BUYER

By

Print Name

Title

Address

38. BROKER COMPENSATION FROM SELLER:

A. Upon Close Of Escrow, Seller agrees to pay compensation to Broker as specified in a separate written agreement between Seller and Broker.

B. If escrow does not close, compensation is payable as specified in that separate written agreement.

39. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to deliver a Signed Copy to Buyer.

(If checked) SUBJECT TO ATTACHED COUNTER OFFER, DATED

Date February, 2019 4/7/19

SELLER

By Lynette T. Bul, Chapter 7 Trustee

Print Name

Title

Address

Date

SELLER

By

Print Name

Title

Address

(Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) 4/7/19 at 4:00 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 32.

C. If specified in paragraph 2A, Agent who submitted 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: (i) The amount specified in the MLS or PDS, provided Cooperating Broker is a Participant of the MLS or PDS in which the Property is offered for sale on a reciprocal MLS or PDS or (if checked) (ii) the amount specified in a separate written agreement (C.A.R. Form C9C) between Listing Broker and Cooperating Broker.

Real Estate Broker (Selling Firm) Richard Halderman Jr.

By Richard Halderman Jr.

Address 3857 Birch St., Ste. 480

Telephone 949/500-8324

Fax

License #

City Newport Beach

State CA

Zip 92650

E-mail lhalderman@pacifi.com

License # 00529557

Date 2/13/2019

State CA

Zip 92650

E-mail lhalderman@pacifi.com

Real Estate Broker (Listing Firm)

By

Address

Telephone

Fax

License #

City

State

Zip

License #

Date

State

Zip

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement. (if checked) a deposit in the amount of \$ 0 counter offer numbers 0 and 0

and agrees to act as Escrow Holder subject to paragraph 33 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 4/7/19

Escrow Holder

By

Address

Phone/Fax/E-mail

Escrow #

Date

Escrow Holder is licensed by the California Department of Corporations, Insurance, Real Estate, License # 00529557

(Seller's Initials) REJECTION OF OFFER: No counter offer is being made. This offer was reviewed and rejected by Seller on (Date) 4/7/19

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® TO AID IN REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OF ADOPTING ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered trademark and service mark which is owned only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



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Exhibit 5



## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
100 Spectrum Center Drive, Suite 600, Irvine, CA 92618

A true and correct copy of the foregoing document entitled: **NOTICE OF MOTION FOR** (*specify name of motion*)  
Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to  
Bankruptcy Code §§ 363(b)(1) and 363(f), Subject to Overbids, Combined With Notice of Bidding Procedures et al \*\*\*  
will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in  
the manner stated below: \*\*\* **With Notice of Sale of Estate Property**

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General  
Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*)  
08/05/2019, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the  
following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) 08/05/2019, I served the following persons and/or entities at the last known addresses in this bankruptcy  
case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail,  
first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the  
judge will be completed no later than 24 hours after the document is filed.

Judge's Copy: Hon Wayne Johnson, United States Bankruptcy Court. 3420 Twelfth St, Suite 385, Riverside, CA 92501

☒ Service information continued on attached page

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

☐ Service information continued on attached page

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

08/05/2019 L Clapp /s/ L Clapp  
Date Printed Name Signature

**NEF SERVICE LIST**

- **Lynda T. Bui (TR)** trustee.bui@shblp.com, C115@ecfbis.com *Chapter 7 Trustee*
- **Daniel King** dking@theattorneygroup.com, r44432@notify.bestcase.com *Attorney for the Debtors*
- **Sabari Mukherjee** notices@becket-lee.com *NEF for Interested Party*
- **Valerie Smith** claims@recoverycorp.com *NEF for Interested Party*
- **United States Trustee (RS)** ustpregion16.rs.ecf@usdoj.gov *United States Trustee*

**U.S. MAIL SERVICE LIST**

**Judge's Copy**

Honorable Wayne Johnson  
United States Bankruptcy Court  
3420 Twelfth Street, Suite 385  
Riverside, CA 92501

**Buyer**

Gerardo Saldana  
19069 Van Buren Blvd Suite 114-334  
Riverside, CA 92508

**Trustee's Broker**

Richard A Halderman  
3857 Birch St., Ste 480  
Newport Beach, CA 92660

**Riverside County Tax Collector**

Riverside County Tax Collector  
PO Box 12005  
Riverside, CA 92502-2205

**Co-Owners**

Jose Guerrero  
5210 Wroxton Drive  
Riverside, CA 92504

Javier Alcantar and Sylvia Alcantar  
16263 Vaquero Court  
Riverside, CA 92504

Michael Alexander  
26490 Elder Avenue  
Moreno Valley, CA 92555

Lady Kristia P.L. Alexander  
11118 Los Olivos Drive  
Moreno Valley, CA 92557

**CONTINUED ON ATTACHED:**

## **Debtors, Creditors and Parties in Interest**

### **DEBTORS**

PEDRO RAMOS LLAMAS  
TERESA JESUS LLAMAS  
17371 WOOD ROAD  
RIVERSIDE, CA 92508-9558

### **COURT MAILING LIST**

FRANCHISE TAX BOARD  
BANKRUPTCY SECTION MS: A-340  
P.O. BOX 2952  
SACRAMENTO, CA 95812-2952

### **COURT MAILING LIST**

ALTURA CREDIT UNION  
2847 CAMPUS PKWY  
RIVERSIDE, CA 92507-0906

### **COURT MAILING LIST**

CAPITAL ONE  
PO BOX 30285  
SALT LAKE CITY UT 84130-0285

### **COURT MAILING LIST**

COMENITYBK/VICTORIASEC  
PO BOX 182789  
COLUMBUS, OH 43218-2789

### **COURT MAILING LIST**

DISCOVER FIN SVCS LLC  
PO BOX 15316  
WILMINGTON, DE 19850-5316

### **COURT MAILING LIST**

EDUCATIONAL CREDIT MANAGEMENT  
CORPORATIO  
PO BOX 16478  
SAINT PAUL, MN 55116-0478

### **COURT MAILING LIST**

I C SYSTEM INC  
PO BOX 64378  
SAINT PAUL, MN 55164-0378

### **COURT MAILING LIST**

LVNV FUNDING, LLC ITS SUCCESSORS  
AND ASSIGNS/ASSIGNEE OF CITIBANK  
(SOUTH DAKOTA), N.A.  
RESURGENT CAPITAL SERVICES  
PO BOX 10587  
GREENVILLE, SC 29603-0587

### **UNITED STATES TRUSTEE**

UNITED STATES TRUSTEE (RS)  
3801 UNIVERSITY AVENUE, SUITE 720  
RIVERSIDE, CA 92501-3255

### **COURT MAILING LIST**

LVNV FUNDING LLC  
RESURGENT CAPITAL SERVICES  
P.O. BOX 10587  
GREENVILLE, SC 29603-0587

### **COURT MAILING LIST**

BBVA COMPASS  
PO BOX 10566  
BIRMINGHAM, AL 35296-0001

### **COURT MAILING LIST**

CAPITAL ONE BANK (USA), N.A.  
PO BOX 71083  
CHARLOTTE, NC 28272-1083

### **COURT MAILING LIST**

DEPARTMENT STORES NATIONAL BANK  
C/O QUANTUM3 GROUP LLC  
PO BOX 657  
KIRKLAND, WA 98083-0657

### **COURT MAILING LIST**

DSNB MACYS  
PO BOX 8218  
MASON, OH 45040-8218

### **COURT MAILING LIST**

HENRY VOZNICK  
C/O JOHN E BOUZANE AND ASSOCIATES  
634 OAK COURT  
SAN BERNARDINO, CA 92410-3338

### **COURT MAILING LIST**

KOHL'S  
C/O BECKET AND LEE LLP  
PO BOX 3001  
MALVERN PA 19355-0701

### **COURT MAILING LIST**

MIDLAND CREDIT MANAGEMENT, INC.  
2365 NORTHSIDE DRIVE  
SUITE 300  
SAN DIEGO, CA 92108-2709

### **COURT MAILING LIST**

EMPLOYMENT DEVELOPMENT DEPT.  
BANKRUPTCY GROUP MIC 92E  
P.O. BOX 826880  
SACRAMENTO, CA 94280-0001

### **COURT MAILING LIST**

AFNI  
1310 MLK DRIVE  
PO BOX 3427  
BLOOMINGTON, IL 61702-3427

### **COURT MAILING LIST**

BANK OF AMERICA  
PO BOX 982238  
EL PASO TX 79998-2238

### **COURT MAILING LIST**

CAPITAL ONE, N.A.  
C/O BECKET AND LEE LLP  
PO BOX 3001  
MALVERN PA 19355-0701

### **COURT MAILING LIST**

DIAZ & ASSOCIATES INC  
17671 IRVINE BLVD  
SUITE 212  
TUSTIN CA 92780-3129

### **COURT MAILING LIST**

ECMC  
111 WASHINGTON AVE S STE  
MINNEAPOLIS, MN 55401-6800

### **COURT MAILING LIST**

HENRY VOZNICK  
C/O JOHN E BOUZANE ESQ  
474 W ORANGE SHOW RD  
SAN BERNARDINO, CA 92408

### **COURT MAILING LIST**

KOHL'S/CAPONE  
N56 W 17000 RIDGEWOOD DR  
MENOMONEE FALLS, WI 53051-7096

### **COURT MAILING LIST**

MIDLAND FUNDING LLC  
PO BOX 2011  
WARREN MI 48090-2011

**COURT MAILING LIST**

QUANTUM3 GROUP LLC AS AGENT FOR  
COMENITY BANK  
PO BOX 788  
KIRKLAND, WA 98083-0788

**COURT MAILING LIST**

CITIBANK  
PO BOX 790034  
ST LOUIS, MO 63179-0034

RETURNED MAIL

**COURT MAILING LIST**

QUANTUM3 GROUP LLC AS AGENT FOR  
MOMA FUNDING LLC  
PO BOX 788  
KIRKLAND, WA 98083-0788

**COURT MAILING LIST**

CALIFORNIA STATE BOARD OF  
EQUALIZATION  
ACCOUNT REFERENCE GROUP MIC 29  
P O BOX 942879  
SACRAMENTO CA 94279-0029

**NOT APPLICABLE**

**COURT MAILING LIST**

COURTESY NEF

**COURT MAILING LIST**

SEARS  
PO BOX 688957  
DES MOINES, IA 50368-8957

**COURT MAILING LIST**

SYNCB/JCP  
PO BOX 965007  
ORLANDO, FL 32896-5007

**NOT APPLICABLE**

**COURT MAILING LIST**

RIVERSIDE DIVISION  
3420 TWELFTH STREET,  
RIVERSIDE, CA 92501-3819