

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Leonard M. Shulman – Bar No. 126349 Brandon J. Iskander – Bar No. 300916 SHULMAN BASTIAN FRIEDMAN & BUI LLP 100 Spectrum Center Drive, Suite 600 Irvine, California 92618 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: lshulman@shulmanbastian.com; biskander@shulmanbastian.com <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Lynda T. Bui, Chapter 7 Trustee	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION**

In re: GEORGE W. NASR aw American General Private Security Corp, aw A&G Uniform Inc., Debtor(s).	CASE NO.: 6:19-bk-10263-SY CHAPTER: 7 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: 4/8/2021	Time: 9:30 a.m.
Location: Courtroom 302, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501	

Type of Sale: Public Private **Last date to file objections:** 3/25/2021

Description of property to be sold: Real property located at 1038 McCall Drive, Corona, California

Terms and conditions of sale: See attached Sale Motion

Proposed sale price: \$725,000.00, subject to overbids

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

Overbid procedure (if any): Initial overbid of \$730,000.00, minimum bid increments thereafter shall be \$1,000.00

Overbids must be in writing and received by the Trustee and his counsel on or before 4/1/2021.

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

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

4/8/2021 at 9:30 a.m.

United States Bankruptcy Court

Courtroom 302

3420 Twelfth Street

Riverside, CA 92501

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

Brandon J. Iskander, Esq.

Shulman Bastian Friedman & Bui LLP

100 Spectrum Center Drive Suite 600

Irvine, CA 92618

Telephone: (949) 340-3400

Facsimile: (949) 340-3000

Email: biskander@shulmanbastian.com

Date: 03/18/2021

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Leonard M. Shulman – Bar No. 126349 Brandon J. Iskander – Bar No. 300916 SHULMAN BASTIAN FRIEDMAN & BUI LLP 100 Spectrum Center Drive, Suite 600 Irvine, California 92618 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: lshulman@shulmanbastian.com; biskander@shulmanbastian.com <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Lynda T. Bui, Chapter 7 Trustee	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION	
In re: GEORGE W. NASR aw American General Private Security Corp, aw A&G Uniform Inc., Debtor(s).	CASE NO.: 6:19-bk-10263-SY CHAPTER: 7 NOTICE OF 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 Other Costs; and (3) Granting Related Relief (Specify name of Motion) DATE: 04/08/2021 TIME: 9:30 am COURTROOM: Courtroom 302-Via Telephone* PLACE: U.S. Bankruptcy Court 3420 Twelfth Street Riverside, CA 92501

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

 *Appearances must be registered through chambers via email by noon of the day prior to the hearing. Please see the Court's website and access the Telephone Instructions tab for Judge Yun for more detailed information.

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

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: 03/18/2021

SHULMAN BASTIAN FRIEDMAN & BUI LLP
Printed name of law firm

/s/ Brandon J. Iskander
Signature

Brandon J. Iskander
Printed name of attorney

1 Leonard M. Shulman - Bar No. 126349
Brandon J. Iskander - Bar No. 300916
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6 Attorneys for Lynda T. Bui, Chapter 7 Trustee

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

10
11 In re
12 **GEORGE W. NASR**
aw American General Private Security
13 **Corp, aw A&G Uniform Inc.,**
14 Debtor.

Case No. 6:19-bk-10263-SY

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 AND BRANDON J. ISKANDER IN SUPPORT THEREOF

**Real Property located at:
1038 McCall Drive, Corona, California**

Hearing Date:

Date: April 8, 2021

Time: 9:30 a.m.

Place: Courtroom 302-Via Telephone*
3420 Twelfth Street
Riverside, CA 92501

*Appearances must be registered through chambers via email by noon of the day prior to the hearing. Please see the Court’s website and access the Telephone Instructions tab for Judge Yun for more detailed information.

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1 **TO THE HONORABLE SCOTT H. YUN, UNITED STATES BANKRUPTCY JUDGE, THE**
2 **DEBTOR AND HIS COUNSEL, THE OFFICE OF THE UNITED STATES TRUSTEE, AND**
3 **OTHER PARTIES-IN-INTEREST:**

4 Lynda T. Bui, solely in her capacity as the duly-appointed, qualified and acting Chapter 7
5 Trustee (“Trustee”) for the bankruptcy estate (“Estate”) of George W. Nasr (“Debtor”), brings this
6 *Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain*
7 *Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and 363(f), Subject to Overbids, Combined With*
8 *Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2)*
9 *Approving Payment of Real Estate Commission; and (3) Granting Related Relief (“Sale Motion”),*
10 and respectfully represents as follows:

11 **I. BACKGROUND**

12 **A. The Bankruptcy Case**

13 The Debtor filed a chapter 7 bankruptcy petition on January 11, 2019 (“Petition Date”), in
14 the United States Bankruptcy Court, Central District of California, Case No. 6:19-bk-10263-SY.

15 The Debtor’s Schedules filed on May 14, 2019 (docket no. 23), list secured claims of
16 \$707,089.90 and general unsecured claims of \$197,050.55. The last day to timely file proof of
17 claims in this case was September 16, 2019. As of the date of the filing of this Motion, the Court's
18 Claims Register indicates a total of twenty-one (21) claims filed in the aggregate amount of
19 \$1,154,557.95, of which \$360,487.92 has been asserted as secured, \$0.00 has been asserted as
20 priority, and \$794,070.03 as general unsecured.

21 **B. The Property**

22 Attached as **Exhibit 1** to the Declaration of Lynda T. Bui (“Bui Declaration”) are true and
23 correct copies of the Debtor’s Schedules A/B, C and D. On his Schedule A/B, the Debtor lists his
24 ownership of the real property located at 1038 McCall Drive, Corona, California 92881
25 (“Property”). (Bui Declaration, Ex. 1, at 1.) The Debtor also valued the Property at \$755,747.00
26 and on his Schedule D, listed liens totaling \$707,089.90, specifically, as follows: (i) a mortgage
27
28

1 lien in favor Flagstar Bank (“Flagstar”) in the amount of \$407,089.90¹ (“Mortgage Lien”) and (ii)
2 a second deed of trust in favor of Victor Guirguis (“Guirguis”) in the amount of \$300,000.00
3 (“Guirguis Lien”). (Bui Declaration, Ex. 1, at 9-10.) The Guirguis Lien is the subject of a pending
4 adversary proceeding entitled *Bui, Chapter 7 Trustee v. Guirguis*, Adv. No. 6:19-ap-01088-SY,
5 which seeks the avoidance and recovery of the Guirguis Lien as a fraudulent transfer.

6 On his voluntary petition, the Debtor lists the Property as his residence. Real property
7 records indicate that title to the Property is held in the name of the Debtor and Lorin Mansour as
8 Trustees of his revocable Ana and Josy Trust. On his Schedule C, the Debtor claimed an exemption
9 of \$100,000.00 in the Property pursuant to Cal Civ. Proc. Code (“C.C.P.”) § 704.730 (“Homestead
10 Exemption”). However, the Homestead Exemption claim is invalid as a matter of California and
11 Federal law because debtors are barred from taking exemptions in consensual liens. C.C.P. §
12 703.010 and 11 U.S.C. § 522(c)(2). Thus, the Homestead Exemption claim is not a legal
13 impediment to this proposed sale.

14 Attached as **Exhibit 2** to the Bui Declaration is a true and copy of a Preliminary Title Report
15 on the Property as of March 8, 2021, (“Title Report”), which details the liens encumbering the
16 Property. The Title Report lists vesting for the Property as “George Wafaie Nasr and Lorin Nagy
17 Mansour, Trustees of the Ana and Josy Trust, U/A Dated September 13, 2013,” which is the
18 Debtor’s revocable trust.

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

20 Upon the Trustee’s Application² and pursuant to Court order entered on January 29, 2020,
21 the Trustee was authorized to employ Matt Vanderbeek of Pro Realty Group, as her real estate
22 broker (“Broker”) to assist with the marketing and sale of the Property. The Broker originally listed
23 the Property for sale at a conservative listing price of \$730,000.00. Despite this, the Broker was not
24 given access by the Debtor to show the Property until after the filing of the Abandon Motion two
25

26 ¹ The holder of servicing rights on behalf of the first lienholder (Flagstaff) now appears to be Community Loan Services
(formerly known as Bayview).

27 ² On January 10, 2020, the Trustee filed an Application for an Order Authorizing Employment of Pro Realty Group, as
28 Real Estate Broker (docket 60).

1 (2) weeks ago. (Bui Declaration, ¶ 5.) As soon as the Trustee was given access to show the
2 Property, a flood of inquiries, showing requests, and offers came in: so much so that the Trustee had
3 to put the sale “on hold” on the MLS so she could receive and review at least ten (10) offers. (Bui
4 Declaration, ¶ 6.)

5 The listing agreement with the Broker provides for a real estate commission to be paid in the
6 amount not to exceed six percent of the sale price. In the event any broker or agent other than the
7 Broker represents a purchaser of the Property (a “Selling Broker”), the commission will be split
8 between the Broker and the Selling Broker in amounts to be determined. In any event, the total
9 commission will not exceed six percent (6%) of the total purchase price.

10 The Estate does not have the funds to obtain a formal written appraisal for the estimated
11 value of the Property. The Broker is experienced in the sale of real property as well as property
12 valuations and is familiar with valuing real property in today’s economic environment. The Broker
13 researched the Property and believed that it had at that time (January 2020) a fair market value that
14 supported a listing price of \$730,000.00. The listing price was determined based on comparable
15 sales of similar properties in the area and the condition of the Property. Further, and as the Court
16 has recognized repeatedly in this case, the market is the best indicator of value. In April 2020, the
17 Property suffered water damage while in the custody and possession of the Debtor. The Property
18 was then re-listed by the Broker on or about March 7, 2021 for \$700,000 based on comparable sales
19 of similar properties in the area and the present condition of the Property.

20 Since March 7, 2021, the Broker has been contacted by an overwhelming number of
21 potential agents and buyers and received at least ten (10) offers. The offers ranged between
22 \$600,000 and \$725,000. The Buyer’s (defined below) offer is the result of negotiations between the
23 Trustee and the Buyer for the highest and best offer. The Buyer has also released all contingencies
24 before closing escrow and accepting title to and possession of the Property.

25 The Trustee believes that the proposed sale, subject to overbids, will be at fair market value
26 because the market itself, not hypothetical appraisals of the market, are the best determinant of
27 value. Given that the sale is subject to overbids, it is anticipated the Trustee will receive the best
28 and highest value for the Property and the proposed sale price is fair and reasonable.

1 **D. Sale Information in Compliance with LBR 6004-1(c)(3)**

2 The following chart provides information on the sale in compliance with Local Bankruptcy
3 Rule (“LBR”) 6004-1(c)(3):

LBR 6004-1(c)(3) Requirement	Information
LBR 6004-1(c)(3)(A) Date, Time, and Place of hearing on the proposed sale:	Hearing Date and Time: April 8, 2021 at 9:30 a.m. Hearing Place: U.S. Bankruptcy Court, Courtroom 302, 3420 Twelfth Street, Riverside, CA 92501
LBR 6004-1(c)(3)(B) Name and address of the proposed buyer:	Prerna Kocher, 3308 Via Giovanni Circle, Corona, CA 92881
LBR 6004-1(c)(3)(C) Description of the property to be sold:	Real property located at: 1038 McCall Drive, Corona, California 92881
LBR 6004-1(c)(3)(D) Terms and conditions of the proposed sale, including the price and all contingencies:	Buyer has offered \$725,000.00, subject to the Bidding Procedures. Buyer is paying all cash and is purchasing the Property “AS IS”, “WHERE-IS”, with no expressed or implied representations or warranties, being given by the Trustee, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Property.
LBR 6004-1(c)(3)(E) Whether the proposed sale is free and clear of liens, claims or interests, or subject to them, and a description of all such liens, claims or interests:	Liens impacting the Property are identified in the Title Report attached as Exhibit 2 annexed to the Motion. Pro-rata unpaid real property taxes will be paid. The lien of Community Loan Servicing in the approximate amount of \$425,599.10 will be paid in an amount as agreed to by the secured creditor and such lien will be released. There is one disputed lien of Victor Guirguis who consents to the sale of the Property and a carveout for payment of the cost of sale with the remaining proceeds being held in trust in the same validity and priority as prior to the sale, pending agreement with the lienholder or further Court order. Finally, there is one unresolved, post-petition recorded mechanic’s lien recorded by Dry Down, Inc., in the amount of \$42,392.99 which will attach to the proceeds of the sale in the same validity and priority as prior to the sale, pending agreement with the lienholder or further Court order.
LBR 6004-1(c)(3)(F) Whether the proposed sale is subject to higher and better bids:	The sale of the Property is subject to the Bidding Procedures set forth in the Sale Motion below.

LBR 6004-1(c)(3) Requirement	Information
LBR 6004-1(c)(3)(G) Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale:	Purchase price of \$725,000.00, or an amount as increased by successful overbid. All costs of sale, including escrow fees and real estate commissions will be paid at closing and are estimated to total approximately \$58,000. The Estate and the Buyer will each pay their own escrow fees as is customary in the County where the Property is located. The Trustee estimates that after payment of the costs of sale, property taxes, and payment to Community Loan Servicing, the net proceeds from the sale will be approximately \$237,000. The sale price and costs of sale are subject to the Bankruptcy Court approval.
LBR 6004-1(c)(3)(H) 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:	The real estate broker commission shall not exceed 6% of the purchase price, to be split between the Trustee's Broker and the Buyer's Broker, Jazz Kochar of Ameristar Real Estate & Inv. Inc.
LBR 6004-1(c)(3)(I) A description of the estimated or possible tax consequences to the Estate, if known, and how any tax liability generated by the sale of the property will be paid:	Given that the Property had been the Debtor's residence, the Estate may be entitled to capital gains exclusions such that the Trustee does not expect to pay capital gains taxes on the sale.
LBR 6004-1(c)(3)(J) Date which objection must be filed and served:	Objections, if any, must be filed and served 14 days prior to the Hearing Date (or by March 25, 2021).

E. Terms of Sale

Prerna Kochar ("Buyer") has offered to purchase the Property for \$725,000.00, subject to overbids. Attached as **Exhibit 3** to the Bui Declaration is a true and correct copy of the Probate Purchase Agreement and Joint Escrow Instructions and related addenda (collectively the "Agreement"). Through the Sale Motion, the Trustee seeks a Court order authorizing the sale of the Property free and clear of liens, on an "as-is, where-is" condition with no representation and warranties, and subject to overbids.

F. Approval of the Bidding Procedures.

The Trustee has determined that it would benefit the Estate to permit all interested parties to receive information and bid for the Property instead of selling the Property to the Buyer on an exclusive basis. Accordingly, in order to obtain the highest and best offer for the benefit of the

1 creditors of this Estate, the Trustee is utilizing and also seeks Court approval of the following
2 bidding procedures (“Bidding Procedures”):

3 1. Potential bidders must bid an initial amount of at least \$5,000 over the Purchase
4 Price, or \$730,000.00. Minimum bid increments thereafter shall be \$1,000. The Trustee shall have
5 sole discretion in determining which overbid is the best for the Estate and will seek approval from
6 the Court of the same.

7 2. Bids must be in writing and be received by the Trustee on or before **5:00 p.m.**
8 **(California time) on April 1, 2021 (seven days prior to the hearing on the Sale Motion).** Bids
9 must be accompanied by certified funds in an amount equal to 3% of the overbid purchase price.

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

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

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

6. If overbids are received, the final bidding round shall be held at the hearing on the
Sale Motion (**April 8, 2021 at 9:30 a.m., California Time, at the U.S. Bankruptcy Court,**
Courtroom 302, 3420 Twelfth Street, Riverside, California 92501), or if rescheduled, upon
telephonic notice to the Buyer and the parties having submitted overbids in order to allow all
potential bidders the opportunity to overbid and purchase the Property. At the final bidding round,
the Trustee in the exercise of her business judgment and subject to Court approval, accept the bidder
who has made the highest and best offer to purchase the Property, consistent with the Bidding
Procedures (“Successful Bidder”).

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

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

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

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

7 **G. Tax Consequences**

8 The Trustee’s accountant has not yet made a final determination, however, given that the
9 Property had been the Debtor’s residence, the Trustee does not expect to pay any capital gains taxes
10 on the sale.

11 **II. ARGUMENT**

12 **A. The Property is Property of the Debtor’s Bankruptcy Estate**

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

14 (a) The commencement of a case under section 301, 302 or 303 of this title creates
15 an estate. Such estate is comprised of all the following property, wherever located
and by whomever held:

16 (1) Except as provided in subsections (b) and (c)(2) of this section, all legal
17 or equitable interests of the debtor in property as of the commencement of
the case.

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

25 In this case, pursuant to the Title Report, title of the Property is held in the name of the
26 Debtor as the trustee of the Trust. The Trust is a revocable trust. The assets in such a trust are
27 property of the Debtor’s estate. *See Cutter v. Seror (In re Cutter)*, 398 B.R. 6, 19 (9th Cir. B.A.P.
28 2008)(holding that “powers that a debtor who is trustee of a trust may exercise for his or her own

1 benefit become property of the estate”); *Askanase v. LivingWell, Inc.*, 45 F.3d 103, 106 (5th Cir.
2 1995)(finding that “any interest which a debtor retains in a trust is property of the estate, including
3 the power to amend the trust and the power to revoke a revocable trust and recover the remaining
4 funds in the trust for the benefit of creditors”).

5 Similarly, and consistent with the Title Report, the Debtor admitted on his Bankruptcy
6 Schedules that on the Petition Date, title to the Property was vested in the Ana and Josy Trust, dated
7 September 13, 2013, for which he was Settlor and Co-Trustee. (Bui Declaration, Ex. 1, at 4.) The
8 Ana and Josy Trust, dated September 13, 2013 (“Trust”) is attached to the Iskander Declaration as
9 **Exhibit 4** explicitly provides that the Trust is used to benefit the settlors (e.g., the Debtor). At
10 Section 4.2, the Trust provides: “the Trustees [e.g., Debtor] shall distribute to or apply for the benefit
11 of the Trustors [e.g., Debtor] as much of the principal of the Trust as the Trustees [e.g., Debtor], in
12 the Trustees’ [e.g., Debtor’s] discretion, deem proper for the Trustors’ [e.g., Debtor’s] comfort,
13 welfare, and happiness.” (Iskander Declaration, Ex. 4, at 4.) Further, Section 6.7(a) establishes that
14 the Trust is revocable because one trustee of the Trust (e.g., Debtor) may, *inter alia*, “sell (for cash
15 or on deferred payments, and with or without security), convey, exchange, partition, and divide
16 Trust property; grant options for the sale or exchange of Trust property for any purpose, whether
17 the contract is to be performed or the option is to be exercised within or beyond the term of the trust;
18 and lease Trust property for any purpose, for terms within or extending beyond the expiration of the
19 Trust, regardless of whether the leased property is commercial or residential and regardless of the
20 number of units leased.” (Iskander Declaration, Ex. 4, at 8-10.) The fact that the Trust is revocable
21 by the Debtor means that it does not shield his assets from the rights of his creditors and further that
22 the Trustee succeeds to the rights to revoke the Trust in whole or in part by selling the Property.

23 Assuming *arguendo* when title to property is vested in an *irrevocable trust* in which the
24 debtor is both settlor and beneficiary and gives the debtor the power to use all of the trust’s income
25 and principal without limitation, the entire trust corpus is property of the debtor’s bankruptcy estate
26 by virtue of 11 U.S.C. § 541 of the Bankruptcy Code alone. *Cutter*, 398 B.R. at 21 (citing Cal.
27 Probate Code § 15304(b)). Therefore, the Property held in the Trust is property of the Estate that
28 the Trustee may use, sell, or lease pursuant to Bankruptcy Code Section 363(b).

1 **B. There is a Good Business Reason for the Sale and the Sale is in the Best Interest of the**
2 **Estate.**³

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

- 5 (a) The trustee shall—
- 6 (1) collect and reduce to money the property of the estate for which
7 such trustee serves, and close such estate as expeditiously as is
8 compatible with the best interests of parties in interest;
- 9 (2) be accountable for all property received;
- 10 11 U.S.C. §704(a).

11 Further, the Trustee, after notice and hearing, may sell property of the estate. 11 U.S.C. §
12 363(b). Courts ordinarily will approve a proposed sale if there is a good business reason for the sale
13 and the sale is in the best interests of the estate. *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830,
14 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983). In this case,
15 the sale is anticipated to net approximately \$237,000, calculated as follows (amounts are estimated):

Sale Price (or an amount as increased by overbid)	\$725,000.00
Less real estate commission and other estimated costs of sale (estimated at 8%)	(\$58,000)
Less property taxes (pro-rata) (estimated)	(\$3,668.10)
Less payoff to the first trust deed holder (Community Loan Servicing) (estimated)	(\$425,599.10)
Less interim insurance obtained for the Property	(\$570.00)
Estimated Sale Proceeds	\$237,162.80

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23 The Estate is expected to receive the majority of the net proceeds because, with the
24 Adversary Proceeding quickly heading to trial, the Trustee is confident that she will prevail in
25 avoiding the Guirguis Lien as a fraudulent transfer. The prospects for a meaningful distribution for
26 creditors are very high. Further, the Trustee is carrying out her duty to preserve and collect property

27
28 ³ Although Local Bankruptcy Rule 6004-1(c)(2)(C) does not require that a memorandum of points and authorities be filed in support of the Motion, the Trustee is nevertheless submitting one.

1 of the Estate pursuant to Section 704 of the Bankruptcy Code. The net proceeds not only reflect the
2 value for the Estate in the Property, but the value of the Adversary Proceeding itself.
3 Notwithstanding, and although still subject to the Adversary Proceeding, any funds payable to
4 Guirguis on account of his alleged lien are also gratuitous given that he has admitted to the Court
5 just two (2) weeks ago that the value of his interest is zero. (Iskander Declaration, Ex. 6, at 7:23-
6 28.) Moreover, the Estate will benefit from the sale by virtue of the surcharge discussed *infra*.
7 Accordingly, there is a significant benefit to the Estate and its creditors from the sale and the Trustee
8 respectfully requests that this Sale Motion be granted.

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

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

- 13 (1) applicable non-bankruptcy law permits a sale of such property free and
14 clear of such interest;
- 15 (2) such entity consents;
- 16 (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;
- 17 (4) such interest is in bona fide dispute; or
- 18 (5) such entity could be compelled, in a legal or equitable proceeding, to
19 accept money satisfaction of such interest.

20 11 U.S.C. § 363(f).

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

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1 **1. Section 363(f)(2) - Consent**

2 The sale of the Property is proper pursuant to Sections 363(f)(2). With respect to the
3 Community Loan Servicing, it will be paid through escrow on the sale in the amount consented to
4 by that lienholder.

5 In case of there being any doubt, Guirguis has already consented to this proposed sale. As
6 background, on June 10, 2019, the Trustee filed a Complaint for Avoidance, Recovery, and
7 Preservation of Intentional Fraudulent Transfers and Constructive Fraudulent Transfers and related
8 relief (“Complaint”) against Guirguis, asserting, *inter alia*, that the Guirguis Lien is a fraudulent
9 transfer to be avoided and recovered for the unsecured creditors of the Estate. As a result of the
10 Complaint, an adversary proceeding styled *Lynda T. Bui, Chapter 7 Trustee v. Victor Louis*
11 *Guirguis*, Adv. No. 6:19-ap-01088-SY (“Adversary Proceeding”) is now pending before the Court.
12 If the Trustee is successful in the Adversary Proceeding, the Guirguis deed of trust will be recovered
13 and automatically preserved for the Estate, with all equity above the value of the lien in favor of
14 Community Loan Servicing belonging to the Estate.

15 Guirguis has agreed that the Property should be sold to preserve value for the parties. In
16 particular, the Trustee and Guirguis have agreed as follows:

17 [Guirguis] acknowledges that the action creates a bona fide dispute for purposes of
18 11 U.S.C. § 363(f)(4), and agrees to not object to the Trustee’s sale motion
19 concerning the McCall Drive Property except for the sales price being too low under
20 the circumstances, and that the moratorium in this action does not extend to the
21 Trustee’s actions in the underlying bankruptcy case, including the Trustee’s sale
22 motion. Upon a sale of the Property, Guirguis consents to payment from sales
23 proceeds otherwise subject to his alleged Lien an amount sufficient to pay brokerage
24 commissions and customary costs of sale not to exceed 8% of the sales price on
25 condition that his alleged lien attach to the remaining proceeds with the same validity,
26 priority, and extent and that such proceeds be held in trust by the Trustee pending
27 entry of a final, non-appealable judgment in this Adversary Proceeding.

28 (Iskander Declaration, Ex. 10, at 3-4, 9-10.)

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

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

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

2 A bona fide dispute has been defined by *In re Atwood*, 124 B.R. 402 (Bankr. S.D. Ga. 1991)
3 as a “genuine issue of material fact that bears upon the debtor’s liability, or meritorious contention
4 as to the application of law to undisputed facts.” *Id.* at 407. In *In re Milford Group, Inc.*, 150 B.R.
5 904 (Bankr. M.D. Pa. 1992), the court stated it need not resolve a bona fide dispute, but must
6 determine whether the issues presented are genuine as to the existence of a bona fide dispute. In
7 doing so, the court in *Milford* found that the debtor had met its burden to establish cause for the
8 court to allow for the sale of the property, free and clear of liens. Requiring resolution of those
9 issues before the sale of the Property may likely take substantial time, effort and expense by the
10 parties.

11 Here, the disputed liens are those of Guirguis and Dry Down, Inc. Guirguis has already
12 acknowledged in filings with the Court that his alleged lien is the subject of a bona fide dispute
13 pursuant to Section 363(f)(4) of the Bankruptcy Code. Further, the lien of Dry Down, Inc. is
14 disputed because it was recorded against property of the Estate post-petition without relief from the
15 automatic stay in violation of Section 362(a)(3) of the Bankruptcy Code. Automatic stay violations
16 are generally void, not merely voidable. *Schwartz v. United States (In re Schwartz)*, 954 F.2d 569,
17 571 (9th Cir. 1992). Dry Down, Inc. has been notified regarding the apparent stay violation.

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

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

23 Section 328 of the Bankruptcy Code allows employment of a professional person under
24 Section 327 “on any reasonable terms and conditions of employment, including on a retainer, on an
25 hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a).
26 Through this Motion, the Trustee seeks authorization to pay a real estate broker commission in the
27 amount of six percent (6%) of the purchase price (or \$43,500). Alleged secured creditor Victor
28 Guirguis has consented to this treatment on numerous occasions. True and correct copies of

1 Stipulations that Guirguis entered into with respect to the Property are attached to the Iskander
2 Declaration as **Exhibit 10**.

3 **E. The Court Has the Authority to Approve the Bidding Procedures**

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

12 **F. The Court Should Surcharge Alleged Secured Creditor Victor Guirguis for the Cost of**
13 **Preserving the Property**

14 To the extent that Guirguis is entitled to anything from the sale on account of the disputed
15 Guirguis Lien, said lien should be surcharged. A surcharge pursuant to section 506(c) is appropriate
16 where the movant’s actions relieve a secured creditor of expenses such as enforcing its rights and
17 conducting a foreclosure sale. *See In re H.P. Tool Mfg. Corp.*, 12 B.R. 600, 601 (Bankr. E.D. Pa.
18 1981); *see also In re Anderson*, 66 B.R. 97 (B.A.P. 9th Cir. 1986). The Ninth Circuit has held that
19 section 506(c) permits a trustee to recover administrative expenses from a secured creditor’s
20 collateral if three (3) conditions are satisfied: (i) the expenses are necessary to preserve or dispose
21 of the collateral, (ii) they are reasonable, and (iii) the incurrence of the expenses provides a benefit
22 to the secured creditor. *See In re Compton Impressions, Ltd.*, 217 F.3d 1256 (9th Cir. 2000); *see*
23 *also In re Cascade Hydraulics & Utility Srv., Inc.*, 815 F.2d 546 (9th Cir. 1987); *Golden v. Chicago*
24 *Title Ins. Co. (In re Choo)*, 273 B.R. 608, 612 (B.A.P. 9th Cir. 2002) (holding that in allowing a
25 trustee to recover administrative expenses as a surcharge to collateral, a court must measure the
26 necessity and reasonableness of the movant’s incurred expenses against the non-hypothetical
27 benefits obtained for the secured creditor and the amount that the secured creditor would have
28 necessarily incurred through foreclosure and disposal of the property.).

1 Here, the three conditions above have been fulfilled and support a surcharge in the amount
2 of \$36,814.00 for attorney's fees for services rendered that were necessary, reasonable, and
3 beneficial to Guirguis. A true and correct statement of attorney's fees for services rendered that are
4 compensable as a surcharge against the Guirguis Lien under Section 506(c) is attached to the
5 Iskander Declaration as **Exhibit 8**. The services performed and the expenses incurred by the Trustee
6 and her professionals have been necessary to preserve or dispose of the collateral and can be
7 summarized as follows:

- 8 (1) seeking turnover of the Property to secure and sell in order to preserve its value;
- 9 (2) seeking information about, researching and conferring with the Debtor about the
10 respective authorities on the insurance policy, and contacting Pacific Specialty Insurance for the
11 purpose of determining whether the Property would be repaired;
- 12 (3) absent a court order compelling turnover, working to gain the cooperation of the Debtor
13 as required under Section 521 for access to market and sell the Property;
- 14 (4) obtaining insurance for the Property in its current state when Guirguis would not; and
- 15 (5) working to preserve the Property's value by opposing efforts to compel its abandonment.

16 Turnover was necessary and continues to be necessary to preserve the Property from the
17 actions and inactions of the Debtor to diminish its value. Beginning in February 2020, when it
18 became clear that the Debtor would no longer make mortgage payments for the legitimate lien of
19 Community Loan Servicing, the Trustee sought turnover in order to sell the Property to end the
20 accrual of significant mortgage arrears which would diminish the value of the disputed Guirguis
21 Lien. After water damage occurred in April 2020, it was necessary for the Trustee to seek
22 information directly and through the Debtor about the Pacific Specialty Insurance policy, how the
23 claim would be handled, and coordinated with the relevant parties, including Guirguis, about how
24 to proceed to preserve the Property until repaired. Further, it was necessary for the Trustee to engage
25 in repeated attempts to gain the cooperation of the Debtor, which is required of him by statute, to
26 market and sell the Property in order to preserve its value. All of these actions (turnover, disposition
27 of the insurance claim, marketing efforts, and obtaining insurance) are necessary to preserve the
28

1 value of the disputed Guirguis lien in light of the Debtor’s noncooperation, failure to make mortgage
2 payments, and water damage to the Property.

3 Second, the services performed and the expenses incurred are reasonable. As is made
4 abundantly clear by the pending Abandon Motion, there is an incentive for the Debtor to obfuscate
5 by diminishing the true value of the Property. By joining in the Abandon Motion, it appears that
6 Guirguis does not intend to stop attempts by Debtor to obfuscate or diminish the value of his
7 Disputed Lien. Nevertheless, acting as any legitimate second trust deed holder would, the Trustee
8 alone acted to minimize the accrual of first mortgage arrears, to ensure that the collateral was
9 repaired with the notification and consultation with her, and to ensure that the Property be liquidated
10 sooner rather than later given the ongoing diminution of value of the disputed Guirguis Lien. It
11 appears that Guirguis has not taken any of these actions. Nor has he insured the Property, forcing
12 the Trustee to do so at a cost of \$570 thus far. Guirguis must compensate the Trustee for her
13 necessary efforts pursuant to Section 506(c) of the Bankruptcy Code. This is especially the case
14 when Guirguis has represented to the Court not only that he is fully unsecured, but he has indicated
15 that he has no intention of “spending any money” to preserve the Property. (See Iskander
16 Declaration, ¶¶ 8-10.) By filing a joint motion to have the Trustee abandon the Property rather than
17 protect his interest in the same, Guirguis has also essentially refused to obtain insurance despite
18 numerous requests for cooperation to that end. (See Iskander Declaration, ¶¶ 8-10.)

19 Third, and notwithstanding Guirguis’s lack of interest in preserving “his collateral,” the
20 Trustee’s actions have resulted in a clear benefit for Guirguis. Whereas Guirguis admitted in the
21 Abandon Motion that the value of his disputed secured claim is zero, the Trustee is able to generate
22 approximately \$237,000 of funds to which the Guirguis Lien will attach pending the outcome of the
23 Adversary Proceeding. Having derived a substantial benefit from the Trustee’s necessary and
24 reasonable actions, the value of the alleged Guirguis Lien should be surcharged to compensate for
25 this benefit.

26 Finally, Guirguis should be surcharged an additional \$42,392.99 for the cost of water
27 restoration services payable to Dry Down Inc. as evidenced by its post-petition recorded mechanic's
28 lien. A true and correct copy of the Dry Down Inc. mechanic’s lien is attached to the Iskander

1 Declaration as **Exhibit 9**. All together, these expenses ensured the safety of the collateral, created
2 value when Guirguis admitted there was none, and enabled the Trustee to be in a position to liquidate
3 the Property for Guirguis’s and the Trustee’s joint benefit as is appropriate under these
4 circumstances.

5 Additionally, by sitting on the sidelines and merely watching the Trustee dispose of the
6 Property, Guirguis has avoided incurring likely costly legal expenses associated with enforcing his
7 alleged lien. Unlike in *Choo*, where the objecting secured creditor had already taken nearly all of
8 the steps to proceed with a sheriff’s sale pre-petition, here, Guirguis has admitted that his alleged
9 lien is worth zero and that he does not intend to “spend any money” with respect to the Property.
10 (Iskander Declaration, ¶¶ 8-10.) Indeed, it appears that Guirguis did not even pay for the Hayward
11 Appraisal for the Property that he sought to present as evidence to the Court. (Iskander Declaration,
12 ¶ 6.) Thus, without the efforts of the Trustee and his professionals, Guirguis would have the Debtor
13 further diminish the value of the Property to the detriment of both himself and the Estate. Through
14 the Trustee’s efforts alone, Guirguis (and the Estate) will realize value from Guirguis’s alleged
15 collateral that the Trustee may achieve through the sale as discussed above.

16 Surcharging the collateral of Victor Guirguis under section 506(c) in the total amount of
17 \$79,776.44 as requested herein is reasonable, appropriate and necessary. The Trustee requests
18 authorization to surcharge the collateral of Victor Guirguis in an amount as determined by the Court
19 at the Sale Motion. The share of sale proceeds subject to the alleged lien of Guirguis will then be
20 reduced by the surcharged amount. Unsecured creditors will not be prejudiced by the payment of
21 the allowed fees and expenses of the Trustee and her attorneys from the collateral of the Guirguis
22 in that the surcharge funds would not have been available for the payment of any lower priority
23 secured claims or any unsecured claims of the Estate.

24 **G. The Court Has the Authority to Waive the Fourteen-Day Stay of Sale.**

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

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

3 **H. The Court Has the Authority to Find That the Buyer is a Good Faith Purchaser**

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

13 **I. The Debtor is Required to Turn Over all Assets of the Bankruptcy Estate**

14 Bankruptcy Code Section 542(a) provides that:

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

19 11 U.S.C. § 542(a) (emphasis added).

20 The following must be established in order for the Trustee to prevail in a turnover action:

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

24 Out of an abundance of caution,⁴ the Trustee is requesting turnover of the Property, so that
25 the Trustee may close on the sale of the Property. The Property is property of the Estate pursuant
26 to Section 541(a) of the Bankruptcy Code and is property that the Trustee may sell (as requested in
27

28 ⁴ It is the Trustee's understanding that the neither the Debtor nor any other parties are currently occupying the Property.

1 this Sale Motion). The proposed sale results in an immediate benefit to the Estate of \$58,000 for the
2 payment of agreed-upon administrative expenses to preserve the value of property of the Estate.
3 Further, another estimated \$237,000 will be liquidated and protected from further diminution by the
4 Debtor or market forces, pending the outcome of the Adversary Proceeding. Thus, and as further
5 discussed in the motion filed contemporaneously herewith, turnover of this asset is appropriate.

6 Accordingly, the Trustee requests that the order approving the sale provides that (i) the
7 Debtor or any occupants of the Property are to vacate the Property seven (7) days prior to the close
8 of escrow; (ii) in the event the Debtor or any occupants of the Property fail to immediately vacate,
9 the Trustee shall be entitled to the issuance of a writ of possession for the Property; and (iii) the
10 United States Marshal or other appropriate law enforcement officer may enforce such writ.

11 **III. CONCLUSION**

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

- 14 1. Approving the Bidding Procedures set forth above for the sale of the Property.
- 15 2. Authorizing the Trustee to sell the Property on an as-is, where-is basis, with no
16 expressed or implied warranties, to the Buyer (or Successful Bidder) pursuant to the terms and
17 conditions of the Agreement attached as **Exhibit 3** to the Bui Declaration.
- 18 3. Authorizing the sale of the Property free and clear of liens pursuant to Bankruptcy
19 Code § 363(f), with any liens and interests against the Property that are not released, paid in full, or
20 otherwise resolved through escrow, to attach to the sale proceeds with the same force, effect,
21 validity, and priority as such liens or interests had with respect to the Property prior to the sale,
22 pending agreement with the lienholder or further Court order.
- 23 4. Authorizing the Trustee to sign any and all documents convenient and necessary in
24 pursuit of the sale, including any and all conveyances contemplated by the Agreement attached as
25 **Exhibit 3** to the Bui Declaration.
- 26 5. Approving the payment of the real estate commission in the total amount not to
27 exceed six percent (6%) of the purchase price, to be split between the Trustee's Broker and the
28 Buyer's broker.

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 George W. Nasr (“Debtor”), Case No. 6:19-bk-10263-SY. 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 case and make this Declaration in support of my *Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and 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”). Capitalized terms not otherwise defined in this Declaration have the meaning set forth in the Sale Motion.

3. Attached hereto as **Exhibit 1** are true and correct copies of the Debtor’s Schedules A/B, C and D.

4. Attached hereto as **Exhibit 2** is true and copy of a Preliminary Title Report on the Property as of March 8, 2021. The Preliminary Title Report identifies the liens and encumbrances against the Property.

5. Although my Broker was employed by the Estate in January 2020 and had originally listed the Property for sale at a conservative listing price of \$730,000.00, he was never given access by the Debtor to show the Property until after the filing of the Abandon Motion two (2) weeks ago.

6. As soon as I was given access to show the Property, I directed my Broker to put the Property on the market. We immediately received an influx of inquiries and requests to show the Property. In the span of approximately seven (7) days, I received at least ten (10) offers, all cash from \$600,000 to \$725,000. I had to request that my Broker put the Property “on hold” on the MLS to review and analyze the offers that had already come in.

7. Among them, I received an offer from Perna Kochar (“Buyer”) to purchase the Property for \$725,000.00, an all cash offer, subject to overbids. Attached hereto as **Exhibit 3** are true and correct copies of the Probate Purchase Agreement and Joint Escrow Instructions and related

1 addenda. The Buyer's offer is the result of negotiations with the Buyer for the highest and best offer
2 based on my business judgment. However, given a very active real estate market and the level of
3 interest thus far, I would not be surprised if a better offer surfaces through the overbidding process.

4 8. Attached hereto as **Exhibit 7** is a true and correct invoice for insurance that I obtained
5 for the Property in the absence of any insurance by the Debtor or Guirguis.

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

8 10. I have not yet hired an accountant but given that the Property had been the Debtor's
9 residence, the Estate may be entitled to capital gains exclusions such that I do not expect to pay any
10 capital gains taxes on the sale.

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

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

16 Executed on March 18, 2021, at Irvine, California.

17 */s/ Lynda T. Bui (with permission; original*
18 *signature to be filed)*

19 _____
20 Lynda T. Bui
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DECLARATION OF BRANDON J. ISKANDER

I, Brandon J. Iskander, declare and state as follows:

1. I am an attorney duly admitted to practice before this Court. I am an associate with Shulman Bastian Friedman & Bui LLP, attorneys of record for Lynda T. Bui, Chapter 7 Trustee for the bankruptcy estate of George W. Nasr, Case No. 6:19-bk-10263-SY (the "Bankruptcy Case"). I have personal knowledge of the facts set forth herein, except as to those stated on information and belief and, as to those, I am informed and believe them to be true. If called as a witness, I could and would competently testify to the matters stated herein. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Motion.

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

3. Attached hereto as **Exhibit 4** is a true and correct copy of the Ana & Josy Trust, dated September 13, 2013 that I received from the Debtor's counsel.

4. On March 4, 2021, I accessed via PACER the joint Abandon Motion filed by the Debtor and Victor Guirguis as Docket No. 123 in this Bankruptcy Case. Attached hereto as **Exhibit 6** is a true and correct copy of the relevant portions of the Abandon Motion.

5. Attached hereto as **Exhibit 8** are true and correct billing statement for attorney's fees incurred by the Trustee in the amount of \$36,814.00 for the purpose of preserving the Property.

6. Attached hereto as **Exhibit 9** is a true and correct copy of a mechanic's lien recorded post-petition by Dry Down Inc.

7. Attached hereto as **Exhibit 10** are true and correct stipulations entered into by Guirguis with the Trustee in the Adversary Proceeding.

///

1 8. I am informed and believe that Federal Rule of Bankruptcy Procedure 9011 applies
2 to all parties and attorneys appearing on their behalf before the Bankruptcy Court and that upon
3 presenting to the Court any paper, said filing attorney on behalf of that party certifies that the facts
4 therein are true to the best of their knowledge after an inquiry reasonable under the circumstances.
5 In the Abandon Motion, which was filed two (2) weeks ago, Victor Guirguis represented to the
6 Court at page 7, lines 23 through 28 that he believes the value of his alleged secured claim is \$0.00.

7 9. Since January 14, 2021, I have been in communication with Guirguis’s attorneys for
8 the purpose of determining whether Guirguis maintained or intended to maintain insurance for the
9 Property. True and correct email exchanges between myself, Laila Masud, Esq., and D. Edward
10 Hays, Esq. dated January 13, 2021, February 18, 2021, and February 22, 2021 are attached hereto
11 as **Exhibit 5**. Instead of responding affirmatively to my inquiries as to whether Guirguis intended
12 to obtain insurance to protect his alleged interest in the Property, counsel to Guirguis instead filed
13 their March 4, 2021 Abandon Motion jointly with the Debtor. Based on this, I am informed and
14 believe that just as Guirguis represented to the Court that he has no intention “to spend any money
15 towards renovating the Property,” *see* Exhibit 6, at 17:18-19, so too does he have no intention of
16 protecting his interest in the Property as an alleged pre-petition lender to the Debtor.

17 10. I am further informed and believe that Guirguis has no intention of protecting his
18 interest in the Property as an alleged pre-petition lender to the Debtor stemming from the fact that
19 at the same time that Guirguis, through counsel, evaded the Trustee’s inquiries regarding
20 cooperating to insure the Property (January 13, 2021 through February 22, 2021), Guirguis admitted
21 that he contacted one David Hayward to perform an appraisal for the Property on or about February
22 13, 2021. *See* Exhibit 6, at 17 and 479. The result of the Hayward appraisal, which actually lists
23 the Debtor (not Guirguis) as the client, *see* Exhibit 6, Page 480, resulted in a valuation of the
24 Property at approximately half the proposed purchase price herein. Exhibit 6, Page 479.

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1 11. Based on the circumstance in which an alleged lender under Rule 9011 (a) asserts
2 that the value of his security interest is zero, (b) admits that he never maintained insurance for his
3 interest, and (c) represents that he has no intention of spending any money to improve the condition
4 of the Property based on litigation and his zero-dollar interest, I am informed and believe that
5 Guirguis never preserved and never intended to preserve the value of his alleged interest in the
6 Property.

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

9 Executed on March 18, 2021, at Ontario, California.

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/s/ Brandon J. Iskander
Brandon J. Iskander

EXHIBIT 1

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

Debtor 1 **George W. Nasr**
First Name Middle Name Last Name

Debtor 2
(Spouse #1 Inq) 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 **1038 McCall Drive**
Street address, if available, in the jurisdiction

Corona **CA** **92881-0000**
City State ZIP Code

Riverside
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

Do not deduct secured claims or liens here. 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?
\$755,747.00	\$755,747.00

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

Joint tenant

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).

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

Market value based on www.eppraisal.com pulled on 1/8/2019

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: **\$755,747.00**

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 **George W. Nasr**

Case number (if known)

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

- No
- Yes

3.1 Make: **BMW**
 Model: **750i**
 Year: **2017**
 Approximate mileage: **22,000**
 Other information:
Lease with maturity date of 9/15/2020
Black Color

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. For 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?
\$61,000.00	\$61,000.00

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.....=>

\$61,000.00

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: ..

Furniture/Appliances **\$2,500.00**

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: ..

TV's, Computer, Printer, Cell Phones **\$1,500.00**

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

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

10. Firearms
Examples: Pistols, rifles, shotguns, ammunition, and related equipment
 No

Debtor 1 **George W. Nasr**

Case number (if known)

Yes Describe.

11 Clothes

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories.

No

Yes Describe

Wearing Apparel

\$300.00

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 _____

\$4,300.00

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

Chase Bank

\$400.00

18 Bonds, mutual funds, or publicly traded stocks

Examples: Bond funds, investment accounts with brokerage firms, money market accounts.

No

Yes

Institution or issuer name:

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

No

Yes Give specific information about them:

Name of entity:

% of ownership

American General Private Security Company. Company shut down on 12/31/17 due to annual losses and lawsuits.

100 %

\$0.00

Debtor 1 **George W. Nasr**

Case number (if known)

A&G Uniform (corporation has never done business since its inception) **50%** % **\$0.00**

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:

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:

Settlor and Co-Trustee of the Ana and Josy Trust, dated September 13, 2013. Trust owns the family residence located at 1038 McCall Drive, Corona, CA 92681 (which was listed separately herein above)

Unknown

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:

Guard License

Unknown

Money or property owed to you?

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

Debtor 1 **George W. Nasr**

Case number (if known)

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.

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
Whole Life Policy for \$500K Cash Value \$1,600.00	Lorin Mansour	\$1,600.00

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

\$2,000.00

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

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

- No. Go to Part 6.
- Yes. Go to line 38.

Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In. If you own or have an interest in farmland, list it in Part 1.

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

- No. Go to Part 7.

Debtor: **George W. Nasr**

Case number (FA# or #)

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**

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

55	Part 1: Total real estate, line 2		\$755,747.00
56	Part 2: Total vehicles, line 5	\$61,000.00	
57	Part 3: Total personal and household items, line 15	\$4,300.00	
58	Part 4: Total financial assets, line 36	\$2,000.00	
59	Part 5: Total business-related property, line 45	\$0.00	
60	Part 6: Total farm- and fishing-related property, line 52	\$0.00	
61	Part 7: Total other property not listed, line 54 +	\$0.00	
62	Total personal property. Add lines 56 through 61 ..	\$67,300.00	Copy personal property total \$67,300.00
63	Total of all property on Schedule A/B. Add line 55 + line 62		\$823,047.00

Fill in this information to identify your case:

Debtor 1 **George W. Nasr**
 First Name Middle Name Last Name
 Debtor 2
 (Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the **CENTRAL DISTRICT OF CALIFORNIA**

Case number
 (Optional)

Check if this is an amended filing

Official Form 106C
Schedule C: The Property You Claim as Exempt

4/16

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

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

Part 1: Identify the Property You Claim as Exempt

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

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

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

Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own <small>Copy the value from Schedule A/B</small>	Amount of the exemption you claim <small>Check only one box for each exemption</small>	Specific laws that allow exemption
1038 McCall Drive Corona, CA 92881 Riverside County Market value based on www.eppraisal.com pulled on 1/8/2019 Line from Schedule A/B 1.1	\$755,747.00	<input checked="" type="checkbox"/> \$100,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.730
Furniture/Appliances Line from Schedule A/B 5.1	\$2,500.00	<input checked="" type="checkbox"/> \$2,500.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020
TV's, Computer, Printer, Cell Phones Line from Schedule A/B 7.1	\$1,500.00	<input checked="" type="checkbox"/> \$1,500.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020
Wearing Apparel Line from Schedule A/B 11.1	\$300.00	<input checked="" type="checkbox"/> \$300.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020
Whole Life Policy for \$500K Cash Value \$1,600.00 Beneficiary: Lorin Mansour Line from Schedule A/B 31.1	\$1,600.00	<input checked="" type="checkbox"/> \$1,600.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.100

Debtor 1 **George W. Nasr**

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 **George W. Nasr**
First Name Middle Name Last Name

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

United States Bankruptcy Court for the: **CENTRAL DISTRICT OF CALIFORNIA**

Case number
(if known)

Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

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

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

Part 1: List All Secured Claims

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

Column A	Column B	Column C
Amount of claim Do not deduct the value of collateral	Value of collateral that supports this claim	Unsecured portion (if any)
Unknown	\$51,000.00	Unknown

2.1 **BMW Financial Services**
Creditor's Name

P.O. Box 78103
Phoenix, AZ 85062-8103
Number Street, City, State & Zip Code

Describe the property that secures the claim:
2017 BMW 750i 22,000 miles
Lease with maturity date of 9/15/2020
Black Color

As of the date you file, the claim is: Check all that apply.

- Contingent
- Unliquidated
- Disputed

Nature of lien. Check all that apply.

- An agreement you made (such as mortgage or secured car loan)
- Statutory lien (such as tax lien, mechanic's lien)
- Judgment lien from a lawsuit
- Other (including a right to offset) **Lease**

Who owes the debt? Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim relates to a community debt

Date debt was incurred **October 2017** Last 4 digits of account number **6187**

2.2 **Flagstar Bank**
Creditor's Name

Attn: Bankruptcy
5151 Corporate Drive
Troy, MI 48098
Number Street, City, State & Zip Code

Describe the property that secures the claim:
1038 McCall Drive Corona, CA 92881
Riverside County
Market value based on www.eppraisal.com pulled on 1/8/2019

As of the date you file, the claim is: Check all that apply.

- Contingent
- Unliquidated
- Disputed

Nature of lien. Check all that apply.

- An agreement you made (such as mortgage or secured car loan)
- Statutory lien (such as tax lien, mechanic's lien)
- Judgment lien from a lawsuit

\$407,089.90	\$755,747.00	\$0.00
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Who owes the debt? Check one

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

Debtor 1 **George W. Nasr** Case number (if known)

Check if this claim relates to a community debt Other (including a right to offset) **Deed of Trust**

Date debt was incurred **Opened 09/17 Last Active 04/16** Last 4 digits of account number **7341**

23 **Victor Guigas** Describe the property that secures the claim **\$300,000.00** **\$755,747.00** **\$0.00**

24923 Ironwood Drive
Valencia, CA 91355

1038 McCall Drive Corona, CA 92881
Riverside County
Market value based on
www.eppraisal.com pulled on
1/8/2019

Who owes the debt? Check one
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another

As of the date you file, the claim is: Check all that apply
 Contingent
 Unliquidated
 Disputed
 Nature of lien. Check all that apply
 An agreement you made (such as mortgage or secured car loan)
 Statutory lien (such as tax lien, mechanic's lien)
 Judgment lien from a lawsuit

Check if this claim relates to a community debt Other (including a right to offset) **Deed of Trust and Assignment of Rents - Due on Sale**

Date debt was incurred **11/1/2015** Last 4 digits of account number

Add the dollar value of your entries in Column A on this page. Write that number here: **5707,089.90**
 If this is the last page of your form, add the dollar value totals from all pages. Write that number here: **5707,089.90**

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 SNAPSHOT GRADE

4195 East Thousand Oaks Boulevard, Suite 107, Westlake Village, CA 91362
Direct: (805) 367-5628

D

What does this grade mean?

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

REO transactions only:

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

Prepared On

March 8, 2021

Order Number

CA0310-19026853-60

Loan Number

Property Address

1038 McCall Drive
Corona, CA 92881-8451

Title is Vested in

- George Wafaie Nasr and Lorin Nagy Mansour, Trustees of the Ana and Josy Trust, U/A Dated September 13, 2013, subject to Item No. 18 of Schedule B, subject to proceedings pending in the bankruptcy court where a petition for relief was filed:

Name of Debtor: George W. Nasr aw American General Private Security Corp aw A&G Uniform Inc

Date of Filing: January 11, 2019

U.S. District Court: Central District of California (Riverside)

Case No: bk-10263-SY

Disclosed by: Chapter 7

Issues to Pay or Clear at Closing

Issue	Description
■ Taxes Due	Property taxes are currently due and payable.
■ Trust	The Property is vested in a Trust. A copy of the Trust Agreement and/or Certification of Trust may be required.

Liens to Clear/Potential Failure of Title

Issue	Description
■ Bankruptcy	The record reflects an open or recent Bankruptcy. Additional documentation may be required.
■ Vesting Issues	Property is vested in the name of incorrect entity, and must be transferred to the clients correct vesting prior to closing.
■ Pending Litigation	The record reflects one or more court actions affecting the property such as a quiet title action or action to foreclose. Additional documentation may be required.
■ Private Secured Lien(s)	One or more unreleased Security Instruments in favor of a Private Party. Payoff or Subordination may be necessary.

Questions

For questions regarding this

Title Snapshot, please contact:

Mindy Beckham
(805) 367-5628
Wlvtitle@stewart.com

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



4195 East Thousand Oaks Boulevard, Suite 107, Westlake Village, CA 91362
Direct: (805) 367-5628

AMENDED PRELIMINARY REPORT (Revision Updated)

Pro Realty Group
54 Endless Vista
Aliso Viejo, CA 92656
Attn: Matt Vanderbeek

Our Order No.: CA0310-19026853-60
Your Reference: 1038 Mccall
When Replying Please Contact:
Stewart Title of California
4195 East Thousand Oaks Boulevard, Suite 107
Westlake Village, CA 91362
Attn: Mindy Beckham
(805) 367-5628

Today's Date: March 8, 2021

Property Address: 1038 Mccall Drive, Corona, CA 92881-8451

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

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

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

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

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

Dated as of February 19, 2021, at 12:00 AM.

A handwritten signature in cursive script that reads "Mindy Beckham".

Mindy Beckham
Title Officer
Wlvtitle@stewart.com

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

ALTA Loan Policy 2006 with ALTA Endorsement-Form 1 Coverage, ALTA Homeowner's Policy (12/02/13), or equivalent, Underwritten by: Stewart Title Guaranty Company

SCHEDULE A

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

A Fee

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

George Wafaie Nasr and Lorin Nagy Mansour, Trustees of the Ana and Josy Trust, U/A Dated September 13, 2013, subject to Item No. 18 of Schedule B, subject to proceedings pending in the bankruptcy court where a petition for relief was filed:

Name of Debtor: George W. Nasr aw American General Private Security Corp aw A&G Uniform Inc

Date of Filing: January 11, 2019

U.S. District Court: Central District of California (Riverside)

Case No: bk-10263-SY

Disclosed by: Chapter 7

The land hereinafter referred to is situated in the City of Corona, County of Riverside, State of California, and is described as follows:

Lot 27 of Tract No. 24601-11, as shown by Map on file in Book 288, Pages 1 through 4, inclusive of Maps, Records of Riverside County, California.

APN: 116-202-007

SCHEDULE B

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

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2021- 2022.
2. General and special city and/or county taxes, including any personal property taxes, and any assessments collected with taxes, for the fiscal year 2020 - 2021:
1st Installment: \$3,668.10
Status 1st: Paid
2nd Installment: \$3,668.10
Status 2nd: Open
Parcel No.: 116-202-007
Code Area/Tracer No.: 004-074
3. Assessments, if any, for community facility districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.

District: 89-1 1990 Series A1

District: 89-1 1990 Series A
4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.
5. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
6. An easement for the purpose shown below and rights incidental thereto as granted in a document:
In Favor of: Corona City Water Company
Purpose: pipelines
Recorded: February 2, 1900 in Book 91 and Page 351, of Deeds.
Affects: The land
7. The terms and provisions contained in the document entitled Agreement
Recorded: May 3, 1981 as Instrument Number 81-84376, of Official Records.
8. The terms and provisions contained in the document entitled Disclosure Notice
Recorded: February 25, 1999 as Instrument Number 99-74884, of Official Records.
9. The terms and provisions contained in the document entitled Certificate of Provision for Segregation of Assessments
Recorded: December 14, 1999 as Instrument Number 99-541489, of Official Records.
10. Any and all offers of dedication, conditions, restrictions, easements, fenceline/boundary discrepancies, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description.
11. The terms and provisions contained in the document entitled Disclosure Notice
Recorded: February 8, 2000 as Instrument Number 00-46620, of Official Records.
12. An easement for the purpose shown below and rights incidental thereto as granted in a document:
In Favor of: Southern California Edison Company, a Corporation
Purpose: public utilities
Recorded: April 3, 2000 as Instrument Number 00-122220, of Official Records.
Affects: The land

13. An easement for the purpose shown below and rights incidental thereto as granted in a document:
In Favor of: Pacific Telephone and Telegraph Company, a California Corporation
Purpose: public utilities
Recorded: May 19, 2000 as Instrument Number 00-191900, of Official Records.
Affects: The land
14. Covenants, conditions, and restrictions as set forth in instrument recorded July 28, 2000 as Instrument Number 00-292823, of Official Records, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
- Said covenants, conditions, and restrictions provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value.
15. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$424,100.00
Dated: September 22, 2017
Trustor: George W. Nasr, a married man as his sole and separate property
Trustee: June Gorman
Beneficiary: Mortgage Electronic Registration System, Inc. MERS is a separate corporation that is acting solely as a nominee for Nationwide Funding Group, Corp
Recorded: September 28, 2017 as Instrument Number 2017-0402098 of Official Records.
MIN#: 100911120170821005
- a. The beneficial interest of Mortgage Electronic Registration System, Inc. MERS is a separate corporation that is acting solely as a nominee for - Nationwide Funding Group Corp. under said deed of trust was assigned by assignment:
To: Bayveiw Loan Servicing, LLC
Dated: June 1, 2020
Recorded: June 2, 2020 as Instrument No. 2020-0232317, of official records.
16. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$300,000.00
Trustor: George W. Nasr
Trustee: Victor Guirgus
Beneficiary: Victor Guirgus
Recorded: October 5, 2017 as Instrument Number 2017-0415292 of Official Records.
- a. If said deed of trust is to be reconveyed or a subordination agreement executed, the Company will require that the spouse(s) of the beneficiary(s) sign any demand and also join in the execution of the request for reconveyance or subordination agreement. If said beneficiary(s) status is unknown, an affidavit of marital status is required.
- b. To avoid delays at the time of closing, please submit the original note, deed of trust and request for reconveyance to this office, at least one week prior to the close of escrow.
17. Notice of Lis Pendens recorded June 10, 2019 as Instrument Number 2019-0208460, of Official Records reflecting that suit entitled Notice of Pending Action, under Case or Docket No. bk-10263-SY, and any claims or rights that may be reflected by, or judgments or orders rendered pursuant to, the Notice or suit.
18. If title is to be insured in the trustee(s) of a trust or their act is to be insured, we will require a full copy of the trust agreement and any amendments thereto. In certain situations the Company may accept a Trustee certificate pursuant to Section 18100.5 of the California Probate Code for the trust agreement. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

Name of Trust: The Ana and Josy Trust, U/A Dated September 13, 2013

19. In order to complete this report, this Company requires a Statement of Information to be completed by the following party(ies),

Party(ies): All Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement(s) of Information.

20. ID maybe required if we have no way to verify the Seller or Borrowers Signature

Hard Money Loans on Vacant Land – Require 2 forms of ID

Hard Money Loans with more than \$100,000 coming out. – Require 2 forms of ID

END OF SCHEDULE B



4195 East Thousand Oaks Boulevard, Suite 107, Westlake Village, CA 91362
Direct: (805) 367-5628

Attn:

Borrower:

Lenders Supplemental Report to Preliminary Report

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

- A. None of the items in this report will cause the Company to decline to attach CLTA Endorsement Form 100.2-06 (ALTA 9 equivalent) to an ALTA Loan Policy, when issued.
- B. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement 116.01-06 (ALTA 22-06 equivalent), indicating that there is located on the subject property a Single Family (*Residential*) known as 1038 Mccall Drive, in the City of Corona, County of Riverside, State of California.
- C. Pursuant to information provided to Stewart Title of California as of the date hereinabove, the proposed insured loan amount is \$1.00 with the proposed insured lender being .
- D. The only transfers or conveyances shown in the public records within 24 months of the date of this report are set forth below. If you have knowledge of any other transfers or conveyances, please contact your title officer immediately for further research and review.:

NONE



4195 East Thousand Oaks Boulevard, Suite 107, Westlake Village, CA 91362
Direct: (805) 367-5628

Notes and Requirements Section

- Note 1: A Preliminary Change of Ownership Report must be completed by the transferee (buyer) prior to the transfer of property in accordance with the provisions of Section 480.3 of the Revenue and Taxation Code. The Preliminary Change of Ownership Report should be submitted to the recorder concurrent with the recordation of any document effecting a change of ownership. If a document evidencing a change of ownership (i.e. Deed, Affidavit-Death Joint Tenant) is presented to the recorder for recording without a Preliminary Change of Ownership Report, the recorder may charge an additional \$20.00.
- Note 2: All Transactions – Seller(s) and Buyer(s) or Borrowers are provided as attachments Stewart Title's document entitled "Acknowledgment of Receipt, Understanding and Approval of STG Privacy Notice for Stewart Title Companies and Stewart's Affiliated Business Arrangement Disclosure Statement" along with those individually named documents for your review and acknowledgment prior to closing.
- Note 3: The map connected herewith is being provided as a courtesy and for informational purposes only; this map should not be relied upon. Furthermore, the parcels set out on this map may not comply with local subdivision or building ordinances. Stewart assumes no liability, responsibility or indemnification related to the maps nor any matters concerning the contents of or accuracy of the map.
- Note 4: The only transfers or conveyances shown in the public records within 24 months of the date of this report are set forth below. If you have knowledge of any other transfers or conveyances, please contact your title officer immediately for further research and review.
- NONE
- Note 5: Purchase Transactions Only – Seller(s)/Owner(s) are provided Stewart Title's Owner's Affidavit and Indemnity for completion prior to closing.
- Note 6: All Transactions – Buyer(s)/Seller(s)/Borrower(s) are provided Stewart Title's Preliminary Report for review and acknowledgment prior to closing. Buyer(s) approval to include the Preliminary Report items that remain as exceptions to the title policy.



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Direct: (805) 367-5628

CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow. If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: *Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*

Revised 11-19-2013

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart’s website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law
- Financial rating organizations, rating bureaus and trade associations
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

21. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
22. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
23. Debug products to identify and repair errors that impair existing intended functionality.
24. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
25. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
26. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
27. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
28. Comply with a legal obligation.
29. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Website: <http://stewart.com/ccpa>
Email: Privacyrequest@stewart.com
Postal Address Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056



4195 East Thousand Oaks Boulevard, Suite 107, Westlake Village, CA 91362
Direct: (805) 367-5628

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: March 8, 2021
Order No.: CA0310-19026853-60
Property: 1038 Mccall Drive, Corona, CA 92881-8451
From:

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA - Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50



4195 East Thousand Oaks Boulevard, Suite 107, Westlake Village, CA 91362
Direct: (805) 367-5628

Date: March 8, 2021
Escrow Officer:
Order No.: CA0310-19026853-60
Your File No.: 1038 Mccall
Property Address: 1038 Mccall Drive
Corona, CA 92881-8451

SELLER ACKNOWLEDGEMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF PRELIMINARY REPORT

The undersigned Seller(s) hereby acknowledge receipt of a copy of the Preliminary Report issued by under Order No. CA0310-19026853-60, dated March 8, 2021 and hereby approves the legal description of subject property shown on Schedule A of the report.

Seller(s) Acknowledgment: Seller(s) herein warrant and confirm that, to Seller(s) knowledge, all Deeds of Trust (e.g., mortgages, loans and lines of credit), liens, judgments and/or encumbrances affecting Seller(s) and subject property are reflected in the Preliminary Report. If not, Seller(s) will provide Escrow Holder with information to facilitate the pay-off and/or removal of any such items before the close of escrow.

The undersigned have received a copy of this acknowledgement as evidenced by the signature below.

Seller(s):

George W Nasr

Lorin N Mansour



4195 East Thousand Oaks Boulevard, Suite 107, Westlake Village, CA 91362
Direct: (805) 367-5628

Date: March 8, 2021
Escrow Officer:
Order No.: CA0310-19026853-60
Your File No.: 1038 Mccall
Property Address: 1038 Mccall Drive
Corona, CA 92881-8451

BUYER ACKNOWLEDGEMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF PRELIMINARY REPORT

The undersigned Buyer(s) hereby acknowledge receipt of a copy of the Preliminary Report issued by under Order No. CA0310-19026853-60, dated March 8, 2021 and hereby approves the legal description of subject property shown on Schedule A of the report.

Buyer(s) Approval of Preliminary Report: Buyer(s) herein hereby approves Items of Schedule B of the report to be included in the Policy of Title Insurance as exceptions when written. Further, Buyer(s) hereby acknowledge receipt and approval of the Covenants, Conditions and Restrictions, and any and all Schedule B exceptions detailed above, for example, easements, right-of-ways, and restrictions, if any.

The undersigned have received a copy of this acknowledgement as evidenced by the signature below.

Buyer(s):

**ACKNOWLEDGEMENT OF RECEIPT, UNDERSTANDING
AND APPROVAL OF STEWART TITLE GUARANTY COMPANY
PRIVACY NOTICE FOR STEWART TITLE COMPANIES AND
AFFILIATED BUSINESS ARRANGEMENT
DISCLOSURE STATEMENT**

The undersigned hereby acknowledge receipt of the Stewart Title Guaranty Company Privacy Notice for Stewart Title Companies and the Affiliated Business Arrangement Disclosure Statement that apply to this transaction. The undersigned further acknowledge that he/she/they have received, read, understand and accept these documents in connection with the above described transaction.

The undersigned have received a copy of this acknowledgement as evidenced by the signature below.

George W Nasr

Lorin N Mansour



4195 East Thousand Oaks Boulevard, Suite 107, Westlake Village, CA 91362
Direct: (805) 367-5628

AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

STGC TITLE PREMIUM DISCOUNT APPLICATION AND CONFIRMATION OF ELIGIBILITY

Order Number: CA0310-19026853-60
Property: 1038 Mccall Drive, Corona, CA 92881-8451
APN: 116-202-007

In connection with the request of the Undersigned ("Applicant") for the preparation and issuance of title insurance, Applicant provides this completed STGC Title Premium Discount Application and Confirmation of Eligibility ("Request Form") for the benefit of, and reliance by, title insurer Stewart Title Guaranty Company, and its policy issuing agent Stewart Title of California (collectively hereafter referred to as "Stewart Title") in connection with pricing the title premium in the above referenced transaction:

1. Applicant understands that Stewart Title has available for qualifying requestors a 10% discount on the title insurance premium charged under certain circumstances; however, all endorsement fees and other charges are not discounted.
2. Applicant understands that Stewart Title is only able to provide such discount if requested through providing this completed Request Form and is received by Stewart Title at least five (5) business days prior to recording of the transaction to which a discount is requested.
3. Applicant understands that Stewart Title prohibits combined discounts; accordingly, Stewart Title will provide this requested discount and disregard other applicable discounts, if any, when eligibility requirements for such discount are satisfied.
4. Applicant requests the following discount and affirms that Applicant meets the criteria and requirements set forth to qualify for such selected discount (SELECT ONLY ONE QUALIFYING DISCOUNT):

- Active military personnel and honorably discharged veteran discount* – To qualify for an active military personnel or honorably discharged veteran discount: (1) the property being purchased, mortgaged or refinanced is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s), seller(s) or borrower(s), as applicable, is a U.S. citizen, permanent resident or qualified alien and is engaged in full-time, active duty in the military on the date signed below or was a honorably discharged veteran.
- Senior citizen discount – To qualify for a senior citizen discount: (1) the property being purchased, mortgaged or refinanced is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s), seller(s) or borrower(s), as applicable, is a U.S. citizen, permanent resident or qualified alien and is 55 years of age or older on the date signed below.

*Active military personnel and honorably discharged veterans include those members from the following U.S. military services branches: Air Force, Army, Coast Guard, Marine Corps, Navy and Space Force, and any active Reserve members of these military services branches and any active members of the Air or Army National Guard.

First-time homebuyer discount – To qualify for a first-time homebuyer discount: (1) the property being purchased is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s) is a U.S. citizen, permanent resident or qualified alien and has either never owned any property or, has not been an owner in a primary residence for the last three calendar years from the date signed below.

First responder discount – To qualify for a first responder discount: (1) the property being purchased, mortgaged or refinanced is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s), seller(s) or borrower(s), as applicable, is a U.S. citizen, permanent resident or qualified alien and is currently employed as a police officer, firefighter, paramedic or emergency medical technician on the date signed below.

This Request Form is completed under penalty of perjury and is made for the purpose of inducing Stewart Title to provide the title premium discount, and the representations contained herein are material to such insurance coverage pricing. The undersigned hereby indemnifies and holds Stewart Title harmless from any loss or damage, liability, costs, expenses and attorneys' fees which it may sustain to the extent any representation contained herein is incorrect. The undersigned understands that Stewart Title may decide not to provide the requested title insurance despite the information and affirmations contained herein.

PLEASE READ AND COMPLETE THE STGC TITLE PREMIUM DISCOUNT REQUEST FORM ON THE PREVIOUS PAGE BEFORE SIGNING BELOW. IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS AFFIDAVIT, YOU SHOULD CONTACT YOUR LOCAL STEWART TITLE PROFESSIONAL.

THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Signature

Signature

Printed Name

Printed Name

Date Signed

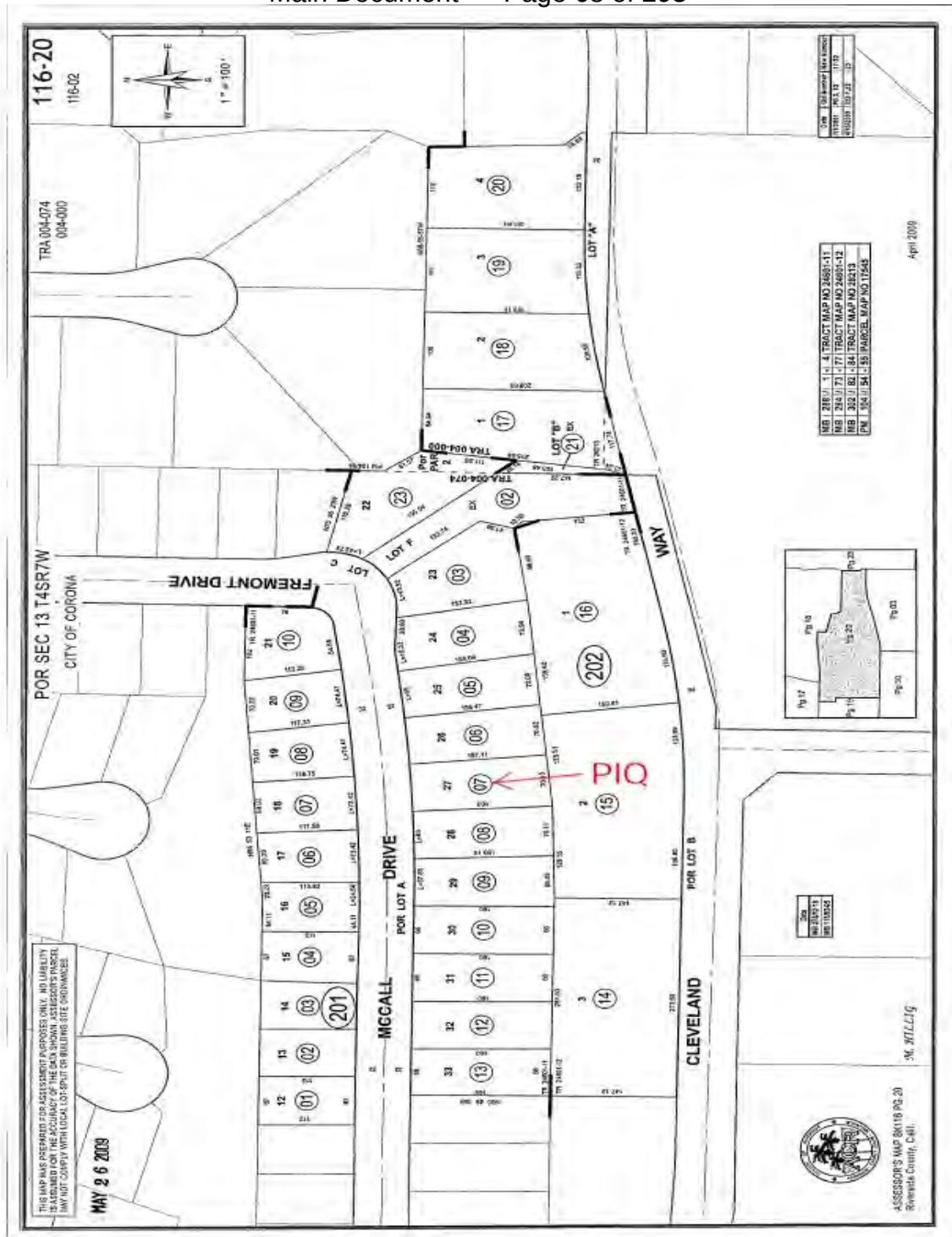
Date Signed

EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the City of Corona, County of Riverside, State of California, and is described as follows:

Lot 27 of Tract No. 24601-11, as shown by Map on file in Book 288, Pages 1 through 4, inclusive of Maps, Records of Riverside County, California.

APN: 116-202-007



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

EXHIBIT B (05-06-16)

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

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - a. whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - b. not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - c. resulting in no loss or damage to the insured claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division;
 - f. environmental protection.
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
 5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
- This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or conveyance under federal bankruptcy.
 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
 * For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
 The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE
PART I**

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

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

PART II

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

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

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

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (04-02-15) EXCLUSIONS FROM COVERAGE

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

1. a. Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

OWNER'S AFFIDAVIT AND INDEMNITY

Order No.: CA0310-19026853-60

Address/Location: 1038 Mccall Drive, Corona, CA 92881-8451

APN: 116-202-007

In connection with the request of the Undersigned ("Affiant") for the preparation and issuance of insurance, Affiant makes the following statements and representations for the benefit of, and reliance by, title insurer Stewart Title Guaranty Company, and its policy issuing agent Stewart Title of California (collectively hereafter referred to as "TITLE"):

1. Affiant owns and holds title to property described in Schedule A of the Preliminary Report or Commitment issued in connection with the above referenced Order Number (the "Property").
2. The Affiant's possession of the Property has been peaceful and undisturbed, and title thereto has never been disputed, questioned or rejected, nor has the issuance of title insurance ever been refused, except as follows: **(If none, please state "none")**

3. Other than the Affiant, there are no parties entitled to possession of the Property other than the following: **(If none, please state "none")**

4. There are no leases, licenses, options, rights of first refusal, or contracts to sell, affecting the Property, or any parties currently in possession, of the Property, except the following: **(If none, please state "none")**

5. All assessments by a management, common area, building maintenance or homeowner association, if any, are paid current or are not yet due and payable.
6. There are no pending contemplated repairs/improvements to the Property, except the following: **(If none, please state "none")**

7. There has been no building materials, repairs, improvements, or remodeling performed, provided, furnished or delivered within the last 12 months, except as follows: **(If none, please state "none")**

8. Affiant is not aware of the existence of any of the following:
 - a. Improvements encroaching into any easements or over any boundary lines of the Property.
 - b. Adjoining property improvements encroaching onto the Property.
 - c. Liens against the Property and/or judgments or tax liens against Affiant or any other property owner currently in title, except those described in the Preliminary Report or Commitment issued in connection with the above referenced Order Number.
 - d. Outstanding claims or persons entitled to claims for mechanics' or materialman liens against the Property.
 - e. Pending repairs/improvements to the adjacent street(s).
 - f. Any pending litigation involving the Property, the Affiant or any other property owner currently in title.
 - g. Recent improvements completed or being made to any common area(s) located within the subdivision in which the Property is located.
 - h. Violations of any recorded covenants, conditions and/or restrictions imposed on the Property.
 - i. Any pending assessments for Community Facility Districts.
 - j. Any new, pending or existing obligation or loan including any home improvements on the Property pursuant to the PACE or HERO program, or any other similar type program.
 - k. Any use of the property for the production, sale, warehousing or transporting of fresh fruits, vegetables, livestock or poultry (e.g. supermarkets, restaurants, wineries, breweries and

meat packing plants).

With regard to 8a.-8k, except as follows: (If none, please state "none")

-
- 9. No proceedings in bankruptcy or receivership have been instituted by or against the Affiant or any other property owner currently in title.
 - 10. There are no unpaid utility type bills including but not limited to bills for water, sewer, hazardous waste, recycling, storm drain and/or rubbish and there are no liens related to such utilities from or on the Property, with the exception of the following: **(If none, please state "none")**
-
- 11. There are no financial obligations secured by trust deeds, mortgages, financing statements, vendor's liens, security agreements or otherwise, against the Property, except as set forth in the Preliminary Report, proforma and/or Commitment, and as set forth below: **(If none, please state "none")**

Creditor

Approximate Balance

--	--

- 12. There has been no harvesting or production of any oil, gas, geothermal materials or other minerals from or on the Property and there are no oil, gas, geothermal and/or mineral leases, licenses, options, rights of first refusal, and/or contracts to sell, affecting the mineral rights associated with the Property, or other parties currently in possession, of the mineral rights on the Property, except the following: **(If none, please state "none")**
-
- 13. Other than the Affiant, there are no other parties currently in possession of the Property, including but not limited to, any possessory interest associated with the harvesting of any oil, gas, geothermal materials or other minerals, except the following: **(If none, please state "none")**
-

This is a sworn affidavit and is made for the purpose of inducing TITLE to provide certain insurance coverage to a purchaser and/or lender, and the representations contained herein are material to such insurance coverage. The undersigned hereby indemnifies and holds Stewart Title Guaranty Company and its policy issuing agent identified above harmless from any loss or damage, liability, costs, expenses and attorneys' fees which it may sustain under its policies of title insurance or commitments to the extent any representation contained herein is incorrect. The undersigned understands that TITLE may decide not to provide the requested title insurance despite the information and affirmations contained herein.

PLEASE READ, COMPLETE AND RESPOND TO ALL STATEMENTS CONTAINED IN THIS OWNER'S AFFIDAVIT AND INDEMNITY BEFORE SIGNING IN THE PRESENCE OF A NOTARY PUBLIC. THE NOTARY PUBLIC WILL EXECUTE THE ACKNOWLEDGMENT ON THE FOLLOWING PAGE. HOWEVER, IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS AFFIDAVIT, YOU SHOULD SEEK THE ASSISTANCE OF YOUR INDEPENDENT FINANCIAL AND/OR LEGAL ADVISOR BEFORE SIGNING.

George W Nasr

Date Signed

Lorin N Mansour

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____ (Seal)

Statement of Information (Confidential)

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

Address _____ City _____

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

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

If yes, state nature of work done or contemplated _____

Party 1

First _____ Middle _____ Last _____

Former last name(s), if any _____

Birthplace _____ Birth Date _____

Social Security No. _____ Driver's License No. _____

I [] am single [] am married [] Have a domestic partner

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

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

Dissolutions pending Yes No (circle one)
Required to make child support payments? Yes No (circle one)
Required to make Family support payments? Yes No (circle one)
If paying former spouse directly, please provide address: _____

Party 2

First _____ Middle _____ Last _____

Former last name(s), if any _____

Birthplace _____ Birth Date _____

Social Security No. _____ Driver's License No. _____

I [] am single [] am married [] Have a domestic partner

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

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

Dissolutions pending Yes No (circle one)
Required to make child support payments? Yes No (circle one)
Required to make Family support payments? Yes No (circle one)
If paying former spouse directly, please provide address: _____

Party 1 - Occupations for Last 10 Years

Present Occupation Firm Name Address No. of Years

Prior Occupation Firm Name Address No. of Years

Party 1 - Residences for Last 10 Years

Number and Street City and State From To

Party 2 - Occupations for Last 10 Years

Present Occupation Firm Name Address No. of Years

Prior Occupation Firm Name Address No. of Years

Party 2 - Residences for Last 10 Years

Number and Street City and State From To

Have any of the above parties owned or operated a business? [] Yes [] No If so, please list names
I have never been adjudged, bankrupt nor are there any unsatisfied judgments or other matters pending against me which might affect my title to this property, except as follows: _____

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

Date Signature Home Phone Work Phone Email Address

BOE-502-A (P1) REV. 13 (06-17)

PRELIMINARY CHANGE OF OWNERSHIP REPORT

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

FOR ASSESSOR'S USE ONLY

<p>1038 Mccall Drive Corona, CA 92881-8451</p>	<p>ASSESSOR'S PARCEL NUMBER _____</p> <p>SELLER/TRANSFEROR George W Nasr and Lorin N Mansour</p> <p>BUYER'S DAYTIME TELEPHONE NUMBER ()</p> <p>BUYER'S EMAIL ADDRESS _____</p>
--	---

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY
1038 Mccall Drive, Corona, CA 92881-8451

<input type="checkbox"/> YES	<input type="checkbox"/> NO	This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.	MO	DAY	YEAR
<input type="checkbox"/> YES	<input type="checkbox"/> NO	Are you a disabled veteran or an unmarried surviving spouse of a disabled veteran who was compensated at 100% by the Department of Veterans Affairs?			

MAIL PROPERTY TAX INFORMATION TO (NAME) _____

MAIL PROPERTY TAX INFORMATION TO (ADDRESS) 1038 Mccall Drive	CITY Corona	STATE CA	ZIP CODE 92881
---	----------------	-------------	-------------------

PART 1. TRANSFER INFORMATION *Please complete all statements.*

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

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

* Please refer to the instructions for Part 1.

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

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

BOE-502-A (P2) REV. 13 (06-17)

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

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

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

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

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

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

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

CERTIFICATION

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

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER ▶	DATE	TELEPHONE ()
NAME OF BUYER/TRANSFeree/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	EMAIL ADDRESS

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

CA0310-19026853-60



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

Website: www.riversideacr.com

DOCUMENTARY TRANSFER TAX AFFIDAVIT

WARNING

ANY PERSON WHO MAKES ANY MATERIAL MISREPRESENTATION OF FACT FOR THE PURPOSE OF AVOIDING ALL OR ANY PART OF THE DOCUMENTARY TRANSFER TAX IS GUILTY OF A MISDEMEANOR UNDER SECTION 5 OF ORDINANCE 516 OF THE COUNTY OF RIVERSIDE AND IS SUBJECT TO PROSECUTION FOR SUCH OFFENSE.

ASSESSOR'S PARCEL NO. -- --
Property Address:

I declare that the documentary transfer tax for this transaction is: \$

If this transaction is exempt from Documentary Transfer Tax, the reason must be identified below.

I CLAIM THAT THIS TRANSACTION IS EXEMPT FROM DOCUMENTARY TRANSFER TAX BECAUSE: (The Sections listed below are taken from the Revenue and Taxation Code with the exception of items 11 and 12 which are taken from Riverside County Ordinance 516). Please check one or explain in "Other".

- 1. Section 11921. The conveyance was given to secure a debt.
2. Section 11922. The conveyance is to a governmental entity or political subdivision.
3. Section 11923. The conveyance is under a reorganization or adjustment plan.
4. Section 11924. The conveyance is under order of the Securities and Exchange Commission.
5. Section 11925. The transfer is between individuals and a legal entity or partnership, or between legal entities and does not change the proportional interests held.
6. Section 11926. The conveyance is from a trustor to a beneficiary, in lieu of foreclosure, and no additional consideration was paid.
7. Section 11927. The conveyance relates to a dissolution of marriage or legal separation.
8. Section 11928. The conveyance is by a governmental entity with an agreement by purchaser to reconvey.
9. Section 11929. The conveyance is by a governmental entity to an authorized nonprofit corporation.
10. Section 11930. The conveyance is an inter vivos gift* or a transfer by death.
11. Section 8. The easement is not perpetual, permanent, or for life.
12. Section 9. The document is a lease for a term of less than (35) years (including written options).
13. Other (Include explanation and authority)

*Please be aware that information stated on this document may be given to and used by governmental agencies, including the Internal Revenue Service. Also, certain gifts in excess of the annual Federal gift tax exemption may trigger a Federal Gift Tax. In such cases, the Transferor (donor/grantor) may be required to file Form 709 (Federal Gift Tax Return) with the Internal Revenue Service.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this day of , 20 at City State

Signature of Affiant

Printed Name of Affiant

Name of Firm (if applicable)

Address of Affiant (including City, State, and Zip Code)

Telephone Number of Affiant (including area code)

This form is subject to the California Public Records Act (Government Code 6250 et. seq.)

For Recorder's Use:

Affix PCOR Label Here

EXHIBIT 3



CALIFORNIA
ASSOCIATION
OF REALTORS[®]

FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 10/20)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§12900-12996, 12955; 2 California Code of Regulations ("CCR") §§12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") §51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** Section 504 of Rehabilitation Act of 1973 29 U.S.C. §794; Ralph Civil Rights Act CC §51.7.; California Disabled Persons Act; CC §§54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION:** Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership to, any of the following classes or categories is prohibited.

Race	Color	Ancestry	National Origin	Religion
Sex	Sexual Orientation	Gender	Gender Identity	Gender Expression
Marital Status	Familial Status (family with a child or children under 18)	Source of Income (e.g., Section 8 Voucher)	Disability (Mental & Physical)	Medical Condition
Citizenship	Primary Language	Immigration Status	Military/Veteran Status	Age
Criminal History (non-relevant convictions)			Any arbitrary characteristic	

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") §10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation §2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR §2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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FHDA 10/20 (PAGE 1 OF 2)



FAIR HOUSING & DISCRIMINATION ADVISORY (FHDA PAGE 1 OF 2)

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- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://www.dfeh.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race, the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant PRERNA KOCHAR Date 03/08/2021

Buyer/Tenant _____ Date _____

Seller/Landlord Lynda Bui, BK Trustee Date 3/9/21

Seller/Landlord _____ Date _____

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FAIR HOUSING & DISCRIMINATION ADVISORY (FHDA PAGE 2 OF 2)

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwof.com

PRERNA

EXHIBIT "3"



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller [Signature] **Lynda Bui, BK Trustee** Date 3/12/21
 Seller _____ Date _____

Buyer [Signature] **PRERNA KOCHAR** Date 03/08/2021
 Buyer _____ Date _____

Buyer's Brokerage Firm Ameristar Real Estate Inv. DRE Lic # 01776775 Date 03/08/2021
 By [Signature] DRE Lic # 01701084 Date _____

JASDEEP KOCHAR
 Seller's Brokerage Firm Pro Realty Group DRE Lic # 01270203 Date _____
 By Matt Vanderbeek DRE Lic # 01270203 Date 3/8/2021
Matt Vanderbeek

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PRBS REVISED 12/18 (PAGE 1 OF 1)

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



CALIFORNIA ASSOCIATION OF REALTORS®

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Revised 12/17)

Property Address: 1038 McCall Dr, Corona, CA 92881-8451 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant [Signature] PRERNA KOCHAR Date 03/08/2021
Buyer/Tenant _____ Date _____
Seller/Landlord [Signature] Lynda Bui, BK Trustee Date 3/9/21
Seller/Landlord _____ Date _____

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WFA REVISED 12/17 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)



PROBATE PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS For Probate, Conservatorship and Guardianship Property Under the Authority of the Probate Code (C.A.R. Form PPA, Revised 12/18)

To the court-appointed representative ("Representative") of an estate, conservatorship or guardianship identified in the Superior Court ("Seller"):

Date Prepared: March 8, 2021

1. OFFER:

- A. THIS IS AN OFFER FROM PRERNA KOCHAR ("Buyer"),
B. THE REAL PROPERTY to be acquired is 1038 McCall Dr, situated in Corona (City), Riverside (County), California, 92881-8451 (Zip Code), Assessor's Parcel No. ("Property").
C. THE PURCHASE PRICE offered is Seven Hundred Twenty-Five Thousand Dollars \$ 725,000.00
D. CLOSE OF ESCROW shall occur on 15 Days After Acceptance.
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.
The Property is sold "AS IS," in its present condition as of the date of Acceptance, unless otherwise agreed in writing.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are confirmed for this transaction:
Seller's Brokerage Firm Pro Realty Group License Number 01270203
Buyer's Brokerage Firm Ameristar Real Estate Inv. License Number 01776775

3. FINANCE TERMS: Obtaining the loans below is NOT a contingency of this Agreement unless paragraph 3E(1) is checked. If Buyer does not obtain the loan(s) and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 22,000.00
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, cashier's check, personal check, other within 3 business days after Acceptance (or)
OR (2) Buyer Deposit with Agent: Buyer has given the deposit by personal check (or) to the agent submitting the offer (or to), made payable to . The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or).

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

- C. ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or Buyer shall, within 3 (or) Days After Acceptance, Deliver to Seller such verification.

- D. LOAN(S):
(1) FIRST LOAN: in the amount of \$ This loan will be conventional financing OR FHA, VA, Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), Other. This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed %.
(2) SECOND LOAN in the amount of \$ This loan will be conventional financing OR Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), Other. This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed %.

Buyer's Initials (PK)
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Seller's Initials (AB)



PROBATE PURCHASE AGREEMENT (PPA-CA PAGE 1 OF 10)

Property Address: 1038 McCall Dr, Corona, CA 92881-8451

Date: March 8, 2021

(3) FHA/VA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or ___) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this transaction.

E. LOAN TERMS:

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

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

(b) LOAN CONTINGENCY REMOVAL: Within 21 (or ___) Days After Acceptance, Buyer shall, as specified in paragraph 17, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

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

F. ADDITIONAL FINANCING TERMS:

G. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 703,000.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

H. PURCHASE PRICE (TOTAL): \$ 725,000.00

I. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3D(4) (a) shall, within 3 (or ___) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. ([] Verification attached.)

J. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or [X] is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 17B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or ___) Days After Acceptance.

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

4. DETERMINATION OF TYPE OF PROBATE AND COURT CONFIRMATION (Check the option below that applies):

A. Type of Probate: Seller shall inform Buyer at the time of [] Acceptance or [] within the time for Seller Disclosures in paragraph 17 if the Property is being sold as part of a decedent's estate, conservatorship or guardianship.

(1) If the property is being sold through a conservatorship or guardianship, then court confirmation is required and the sale shall proceed under paragraph 4B(2).

(2) If property is being sold as part of a decedent's estate, paragraph 4B(1) applies unless 4B(2) or 4B(3) is checked.

B. (1) Court Confirmation Undetermined: Seller shall inform Buyer at time of [] Acceptance or [] within the time for Seller Disclosures in paragraph 17 if court confirmation is required. The sale will proceed under paragraph 4B(2) if court confirmation is required and under 4B(3) if court confirmation is not required.

(2) [] Court Confirmation Required: The sale is contingent upon court confirmation. This allows for open, competitive bidding at the court hearing. The minimum overbid price shall be an amount equal to the accepted purchase price, plus five percent of that amount, and \$500. The court shall determine any further incremental overbidding amounts. See paragraph 5 for terms of court confirmation of the sale.

(3) [] Court Confirmation Not Required: Court confirmation of the sale may not be required, subject to notice of the terms of the sale to beneficiaries/heirs. If a beneficiary/heir objects to the terms of sale, court confirmation of the sale shall be required. See paragraph 5 for terms of court confirmation of the sale. Buyer shall have 3 Days After receipt of notification of a beneficiary or heir's objection to elect to cancel this Agreement. If Buyer elects to cancel, Seller shall refund deposit money held, less applicable costs.

5. WHEN COURT CONFIRMATION IS REQUIRED:

A. Seller shall file a Petition to confirm the sale of the Property with the court. Seller shall notify Buyer in writing of the court confirmation hearing date, time and location at least 15 (or ___) days prior to the court confirmation hearing date. Broker strongly recommends that Buyer personally appear at the court confirmation hearing to protect Buyer's position in the event of overbidding.

Buyer's Initials (PK) ()

Seller's Initials (SB) ()



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B. California Probate Code may require a legal notice to be published in a local newspaper advertising the sale of the Property. If publication is required, Buyer understands that Seller is unable to accept Buyer's offer until after the expiration of the period set forth in the published notice. In such case, acceptance of this offer prior to publication is VOIDABLE.

If the court approves the sale to Buyer, all deposit money held on behalf of Seller shall be applied toward the purchase price. If the sale is not confirmed to Buyer due to an overbid, Buyer's deposit money, less applicable costs, shall be returned to Buyer. If the sale is confirmed by the court, an Order Confirming Sale to Buyer will be issued by the court. Buyer shall pay the balance of the purchase price within 10 (or _____) Days from receipt of such Order by Escrow Holder or Buyer.

C. The purchase price offered must be at least 90 percent of the probate referee's appraised or re-appraised value of the Property, unless exempt. If the purchase price is less than 90 percent of the probate referee's appraised value, Buyer may increase the purchase price to the minimum amount required, or may withdraw from this transaction and receive a refund of Buyer's deposit, less applicable costs.

IF BUYER DEFAULTS AFTER COURT CONFIRMATION, THE ORDER CONFIRMING SALE MAY BE VACATED. THIS MAY RESULT IN BUYER'S FORFEITURE OF THE FULL DEPOSIT, OR ANY AMOUNT THE COURT MAY DETERMINE TO SATISFY ANY DEFICIENCY OF SALE PRICE, COSTS, OR OTHER LOSSES BY THE SELLER.

D. Seller may remove the Property from the court calendar if Buyer has not removed all contingencies (or, only these contingencies checked below) at least 10 (or _____) days prior to the court confirmation hearing date. NOTE: Local probate court rules may require that all contingencies be removed before a petition for confirmation can be filed.

- Financing Contingency (paragraph 3E).
- Lead-Based Paint Hazard Disclosures (paragraph 12A).
- Natural and Environmental Disclosures (paragraph 12B).
- Condominium/Planned Unit Development Disclosures (paragraph 12F).
- Buyer's Investigation of Property (paragraph 14).
- Review Of A Preliminary (Title) Report (paragraph 15A).

6. SALE OF BUYER'S PROPERTY:

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

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

7. ADDENDA AND ADVISORIES:

- A. ADDENDA: Addendum # _____ (C.A.R. Form ADM)
- Back Up Offer Addendum (C.A.R. Form BUO) Septic, Well and Property Monument Addendum
 - Short Sale Addendum (C.A.R. Form SSA) (C.A.R. Form SWPl)
 - Other _____

- B. BUYER AND SELLER ADVISORIES: Buyer's Inspection Advisory (C.A.R. Form BIA)
- Probate Advisory (C.A.R. Form PA) Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
 - Short Sale Information and Advisory (C.A.R. Form SSIA) Other _____

8. OTHER TERMS: All parties made aware that buyer is related to the selling broker.

9. ALLOCATION OF COSTS

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

- (1) Buyer Seller shall pay for a natural hazard zone disclosure report, including tax environmental Other: _____ prepared by Seller's Choice
- (2) Buyer Seller shall pay for the following Report _____ prepared by _____
- (3) Buyer Seller shall pay for the following Report _____ prepared by _____

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) Buyer Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.
- (2) (i) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
- (ii) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
- (iii) Buyer shall be provided, within the time specified in paragraph 17A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

- (1) (a) Buyer Seller shall pay escrow fee Each to pay their own
- (b) Escrow Holder shall be Seller's Choice
- (c) The Parties shall, within 5 (or _____) Days After receipt, sign and return Escrow Holder's general provisions.

Buyer's Initials (P.K.) _____
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Seller's Initials (AB) _____



PROBATE PURCHASE AGREEMENT (PPA PAGE 3 OF 10)

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- (2) (a) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 15E _____.
- (b) Owner's title policy to be issued by Seller's Choice _____.
- (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or fee _____.
- (2) Buyer Seller shall pay City transfer tax or fee _____.
- (3) Buyer Seller shall pay Homeowners' Association ("HOA") transfer fee If Any _____.
- (4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
- (5) Buyer Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (6) Buyer to pay for any HOA certification fee.
- (7) Buyer Seller shall pay for any private transfer fee _____.
- (8) Buyer Seller shall pay for _____.
- (9) Buyer Seller shall pay for _____.
- (10) Buyer Seller shall pay for the cost, not to exceed \$ _____, of a standard (upgraded) one-year home warranty plan, issued by _____, with the following optional coverages: Air Conditioner Pool/Spa Other: _____.

Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

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

10. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

- A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 10B or C.
- B. ITEMS INCLUDED IN SALE: Except as otherwise specified or disclosed,
 - (1) All EXISTING fixtures and fittings that are attached to the Property;
 - (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: all stove(s), except _____; all refrigerator(s) except _____; all washer(s) and dryer(s), except _____;
 - (3) The following additional items: _____.
 - (4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (are NOT) included in the sale.
 - (5) LEASED OR LIENED ITEMS AND SYSTEMS: Seller shall, within the time specified in paragraph 17A, (i) disclose to Buyer if any item or system specified in paragraph 10 or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller of this Agreement as specified in paragraph 14B and C.
 - (6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 10B(4) and _____, and (ii) are transferred without Seller warranty regardless of value.
- C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) _____.

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

11. CLOSING AND POSSESSION:

- A. Buyer intends (or does not intend) to occupy the Property as Buyer's primary residence.
 - B. Seller-occupied or vacant property: Possession shall be delivered to Buyer: (i) at 6 PM or (_____ AM/ PM) on the date of Close Of Escrow; (ii) no later than _____ calendar days after Close Of Escrow; or (iii) at _____ AM/ PM on _____.
 - C. Seller Remaining in Possession After Close Of Escrow: If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
 - D. Tenant-occupied property: Property shall be vacant at least 5 (or _____) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.
- OR Tenant to remain in possession (C.A.R. Form TIP).

Buyer's Initials (P.K.) ()

Seller's Initials (AB) ()



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- E. At Close Of Escrow: (i) to the extent permitted Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
 - F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers that they have in their possession or control. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.
- 12. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:**
- A. (1) Seller shall, within the time specified in paragraph 17A, deliver to Buyer, if required by Law. Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures").
 - (2) Buyer shall, within the time specified in paragraph 17B(1), return a Signed Copy of the Lead Disclosures to Seller.
 - (3) In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
 - (4) If any disclosure or notice specified in 12A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days** After Delivery in person, or **5 Days** After Delivery by deposit in the mail, or by an electronic record satisfying the Uniform Electronic Transactions ACT (UETA), by giving written notice of cancellation to Seller or Seller's agent.
 - (5) **Note to Buyer and Seller: Waiver of Lead Disclosures is prohibited by Law.**
 - B. **NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 17A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
 - C. **EXEMPT SELLER DISCLOSURE:** Within the time specified in paragraph 17A, Seller shall complete and provide to Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD) identifying disclosures required by contract or applicable to all real Property sales.
 - D. **WITHHOLDING TAXES:** Within the time specified in paragraph 17A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
 - E. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
 - F. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
 - G. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
 - (1) **SELLER HAS:** 7 (or) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).
 - (2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 17B(3). The Party specified in paragraph 9, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.
- 13. CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
- A. Seller shall, within the time specified in paragraph 17A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
 - B. Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 17B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
 - C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**

Buyer's Initials PK ()

Seller's Initials AB ()



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PRERNA

EXHIBIT "3"

Property Address: **1038 McCall Dr, Corona, CA 92881-8451**

Date: **March 8, 2021**

14. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 17B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; (v) review and seek approval of leases that may need to be assumed by Buyer; and (vi) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing required to prepare a Pest Control Report; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations permitted by this Agreement. Buyer shall (i) as specified in paragraph 17B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. **Buyer indemnity and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

15. TITLE AND VESTING:

- A. Within the time specified in paragraph 17, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 17B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 17A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
- E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

16. VESTING: Buyer intends to take title as follows:

THE MANNER OF TAKING TITLE MAY HAVE SERIOUS LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL. Seller will not Petition the Court for confirmation until vesting has been designated. If vesting is not designated above, Buyer has 10 (or ___) Days After Acceptance to designate in writing how title is to be taken.

17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

- A. **SELLER HAS: 7 (or ___) Days After Acceptance** to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 7A, 8, 9, 10B(4), 12A, B, C, D and G, 13A, and 15A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.
- B. **(1) BUYER HAS: 17 (or ___) Days After Acceptance**, unless otherwise agreed in writing, to: (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 10B(4) and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 12A.

Buyer's Initials PK
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Seller's Initials AB



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- (2) Within the time specified in paragraph 17B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
 - (3) By the end of the time specified in paragraph 17B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 17A, then Buyer has **5 (or ____) Days After Delivery** of any such items, or the time specified in paragraph 17B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
 - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 17B(1) and before Seller cancels, if at all, pursuant to paragraph 17C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 17C(1).
- C. SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3E(1); (iv) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 10B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 17B(1); or (vii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 22. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- D. NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 (or ____) Days After Delivery** (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 17.
- E. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- F. CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 (or ____) Days After Delivery** to close escrow. A DCE may not be Delivered any earlier than **3 Days** Prior to the scheduled close of escrow.
- G. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursal of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**
- 18. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 19. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within **5 (or ____) Days** Prior to Close Of Escrow, **NOT AS A CONTINGENCY OF THE SALE**, but solely to confirm: (i) the Property is maintained pursuant to paragraph 13; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and

Buyer's Initials (PK) (_____)

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



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

21. BROKERS:

- A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

22. REPRESENTATIVE CAPACITY: If one or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual then that Buyer shall so indicate in paragraph 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

23. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 6B, 7A, 8, 9, 12C, 15, 17G, 20, 21A, 22, 23, 27, 30, 31, 32 and 33 paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 9C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or ___) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.
- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 12C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.
- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 21A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 21A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

24. SELECTION OF SERVICE PROVIDERS: Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

Buyer's Initials (PK) ()

Seller's Initials (AB) ()

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- 25. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
- 26. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller.
- 27. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form AOAA).
- 28. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 29. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
- 30. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
- 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 is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
 - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
 - D. "Close Of Escrow" or "COE" means the date the grant deed, or other evidence of transfer of title, is recorded.
 - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
 - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - M. "Representative" means the court-appointed representative, administrator, executor, executrix, conservator, Guardian, or other court-appointed representatives of a person or estate subject to the jurisdiction of a probate court.
 - N. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- 32. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by _____ AM/ PM, on _____ (date)).

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

Date 03/08/2021 BUYER *Prerna Kochhar*
(Print name) PRERNA KOCHAR

Date _____ BUYER _____
(Print name) _____

Additional Signature Addendum attached (C.A.R. Form ASA).
Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.

Seller's Initials *PK* () ()

PPA REVISED 12/18 (PAGE 9 OF 10)

PROBATE PURCHASE AGREEMENT (PPA PAGE 9 OF 10)

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PRERNA

Property Address: 1038 McCall Dr, Corona, CA 92881-8451 Date: March 8, 2021

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

[X] (If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO)

DATED: 03/08/2021

SELLER By [Signature] Date 3/7/21

(Print name) Lynda Bui, BK Trustee

Court-Appointed Representative(s) of

SELLER By Date

(Print name)

Court-Appointed Representative(s) of

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

(/) (Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) at AM/ PM.

(Initials) A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
B. Agency relationships are confirmed as stated in paragraph 2.
C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
D. COOPERATING (BUYER'S) BROKER COMPENSATION: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS.
E. PRESENTATION OF OFFER: Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.
F. COMMISSION IN EVENT OF AN OVERBID BY ANOTHER BROKER: In the event court confirmation of the sale is required, the original selling Broker identified above agrees to waive all commission rights in the event of a successful overbid in court by a different buyer represented by another broker.
G. If court confirmation of the sale is required, the court will determine the commission amount. Commissions awarded vary from county to county. Commissions are payable by Seller only if the sale closes. Seller is not liable for a commission to any broker or associate licensee who is directly or indirectly a purchaser of the Property, or has an interest in the purchaser.

Buyer's Brokerage Firm Ameristar Real Estate Inv. DRE Lic. # 01776775

By [Signature] JASDEEP KOCHAR DRE Lic. # 01701084 Date 03/08/2021

By DRE Lic. # Date

Address 1180 Olympic Dr, Ste 201B City Corona State CA Zip 92881

Telephone 951.538.1687 Fax 951.253.4764 E-mail Reo.Broker@YAHOO.COM

Seller's Brokerage Firm Pro Realty Group DRE Lic. # 01270203

By [Signature] Matt Vanderbeek DRE Lic. # 01270203 Date 3/8/2021

By DRE Lic. # Date

Address 54 Endless Vista City Aliso Viejo State CA Zip 92656

Telephone 949-795-8914 Fax E-mail MattVanderbeek@gmail.com

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, [] a deposit in the amount of \$), counter offer numbers [] Seller's Statement of Information and [] and agrees to act as Escrow Holder subject to paragraph 23 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

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

Escrow Holder Escrow #

By Date

Address

Phone/Fax/E-mail

Escrow Holder has the following license number #

[] Department of Financial Protection and Innovation, [] Department of Insurance, [] Department of Real Estate.

PRESENTATION OF OFFER: [Signature] Listing Broker presented this offer to Seller on 3/8/2021 (date). Broker or Designee Initials

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

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Buyer's Acknowledge that page 10 is part of this Agreement (PK) ()



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PROBATE PURCHASE AGREEMENT (PPA PAGE 10 OF 10)

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PRERNA

ADDENDUM TO COUNTER-OFFER NO. 1

This Addendum to **Counter-Offer No. 1** ("Addendum") is intended to set forth the terms and conditions of a contract for the purchase by and sale to **Prerna Kochar** ("Buyer") from Lynda T. Bui, solely in her capacity as Chapter 7 Trustee for the bankruptcy estate ("Bankruptcy Estate") of **In re George W. Nasr, Case No. 6:19-bk-10263-SY** ("Seller" or "Trustee"), of the real property commonly known as **1038 McCall Drive, Corona, CA 92881** ("Property"). When fully executed below, this Addendum 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 Debtor's bankruptcy case and further or more complete documentation at the Seller's discretion. **This Addendum replaces and supersedes the California Residential Purchase Agreement and Joint Escrow Instructions dated March 7, 2021.**

1. ESCROW; TITLE COMPANY; PURCHASE PRICE; DEPOSIT.

The escrow holder shall be **A & A Escrow Services, Inc., Antonia Delgado, Escrow Officer, 415 N. Crescent Drive, Suite 320, Beverly Hills, CA 90210; Telephone: (310) 550-6055; email: antonia@aaescrow.com** ("Escrow Holder").

Owner's title policy shall be issued by **Stewart Title, Mindy Beckham, Title Officer, 4195 East Thousand Oaks Boulevard, Suite 107, Westlake Village, CA 91362; Telephone: (805) 367-5628; email: WLvtitle@stewart.com** ("Title Company").

The purchase price for the Property shall be **Seven Hundred Twenty-Five Thousand Dollars (\$725,000.00)** ("Purchase Price") subject to overbids. Buyer shall make an initial deposit of **Twenty Two Thousand Dollars (\$22,000.00)** ("Initial Deposit") in the form of cashier's check or wire transfer made payable and delivered to Escrow Holder within three (3) business days of acceptance of this Counter-Offer by Buyer, Seller's execution of the Affirmation Addendum in the form attached hereto as **Exhibit A**, and Buyer's receipt of a copy of the fully executed Counter-Offer and the Affirmation Addendum.

Buyer shall deliver to the Trustee, within three (3) days of mutual execution of this Addendum upon this Counter-Offer, proof of committed funds available to Buyer sufficient to enable Buyer to consummate the acquisition contemplated herein, which proof shall be in the form of a letter of credit; loan commitment or other form acceptable to the Trustee in the Trustee's sole discretion. In the event that either (i) Buyer fails timely to provide any such proof, or (ii) the Trustee determines, in the Trustee's sole discretion, that any proof of funds provided to Trustee by Buyer is unacceptable, the Trustee shall have the right, at the Trustee's option, to provide written notice to Buyer that this Counter-Offer is terminated. In the event that the Trustee exercises such termination right, this Counter-Offer shall terminate effective as of the date of Trustee's written notice to Buyer, whereupon the Initial Deposit (if theretofore deposited with the Escrow Holder) shall be returned to Buyer and Buyer and Trustee shall each be relieved of any further obligation hereunder.

Escrow instructions corresponding to the terms of this Addendum shall be provided by the Escrow Holder and signed by the parties within five (5) business days of the date of Buyer's and Seller's receipt of said escrow instructions. Buyer and Seller shall deposit such documents and instruments

with the Escrow Holder as and when reasonably required to complete the sale. Buyer shall be free to assign this Addendum to another person or entity ("Assignee") subject to Seller's prior review and written approval (which approval Seller may grant or withhold in its sole discretion), but Buyer shall remain liable hereunder, together with such Assignee, in the event that such Assignee fails to perform any of Buyer's obligations hereunder.

2. **BUYER'S DUE DILIGENCE AND CANCELLATION RIGHT.** Buyer Acknowledges that he/she is familiar with the Property and that the Buyer has previously viewed the Property and that the sale shall be without any contingencies or due diligence requirements of the Buyer. Nevertheless, at Buyer's sole expense, Buyer shall have seven (7) calendar days from the date of execution hereof to perform, complete, and satisfy all contingencies, inspections, investigations, tests and reviews of reports, and to complete all due diligence which the Buyer desires for this purchase of the Property, including, but not limited to and performing and completing any geological, soil, structural, environmental, or other tests, inspections, and investigations desired by Buyer. Buyer may, not later than the end of that period, give Seller written notice of Buyer's election to withdraw from this Addendum because of Buyer's inability to complete or dissatisfaction with the results of any of those matters ("Notice of Cancellation"), in which event Buyer's and Seller's obligations under this Addendum shall be terminated and Buyer shall receive a full refund of Buyer's deposit. If Buyer fails to give such Notice of Cancellation as within such period, all such contingencies shall be automatically removed as set forth in Paragraph 4 and Buyer's obligation to proceed shall be non-contingent except as provided herein for, (i) Buyer's review of a preliminary report and underlying documents respecting the title to the Property (as set forth in Paragraph 3), and (ii) Bankruptcy Court approval of this Addendum and the Sale (including as set forth in Paragraph 7).

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

4. **REMOVAL OF CONTINGENCIES; COURT CONFIRMATION; CLOSING; DELIVERY OF POSSESSION.** If Buyer does not give Seller written Notice of Cancellation as

and when provided in Paragraph 2, or Notice of Title Disapproval as and when provided in Paragraph 3, Buyer's silence shall be deemed acceptance of title and Buyer shall be deemed to have satisfied and removed all of Buyer's contingencies related and to proceed with the Sale. Seller shall then file a motion with the Bankruptcy Court to confirm this sale. Upon such removal of title contingencies, Buyer shall be unconditionally obligated to proceed with the sale, subject only to Bankruptcy Court confirmation as set forth below. If the Bankruptcy Court confirms the sale to Buyer, the closing shall take place as soon as practicable after entry of the order approving the sale, but no later than the first business day after fourteen (14) calendar days following the entry of such order. The Trustee shall have sole discretion to extend the closing in writing. The closing shall occur on the date the deed transferring the Property to Buyer is recorded with the County Recorder where the Property is located. Occupancy shall be delivered to Buyer upon Escrow Holder's confirmation of recording.

5. **BANKRUPTCY SALE.** Buyer acknowledges that Seller is a Trustee appointed to administer the above referenced Bankruptcy Estate, and is a party to this Addendum solely in that capacity. Seller and Brokers and agents have not and will not determine the condition or fitness for use of the Property for any particular purpose. The sale shall be "as is," "where is," "with all faults," and with no warranty by or recourse whatsoever to Seller or Brokers or agents herein. Transfer of the Property shall be by Quit Claim Deed. All parties acknowledge that Seller is a party to this Addendum solely in the capacity as Trustee of the above referenced Bankruptcy Estate and that in the event of any default in the performance of any of Seller's obligations under the Offer (as modified hereby) or in the event that any other claim is asserted against the Seller, Trustee or the Bankruptcy Estate in connection with this transaction, the Trustee, including his agents, attorneys, and other representatives, shall in no event have any personal liability whatsoever (whether in the Trustee's individual capacity or otherwise), it being expressly understood and agreed that Buyer's sole recourse, if any, in such event shall be to the assets of such Bankruptcy Estate.

6. **TAXES; PRORATIONS; COSTS OF SALE.** All real property taxes and assessments for the current tax year shown in the current County Tax Bill shall be prorated between Seller and Buyer and charged as of the closing date to the applicable accounts of Seller and Buyer. The sale shall be free and clear of any homeowner's association assessments and all real property taxes (other than those prorated as provided above) enforceable against the Property through the closing date of the sale. Escrow fees shall be split between Buyer and Seller in the manner customary in the County where the Property is located. Seller shall pay any real property transfer tax. Seller shall pay the cost of a Natural Hazard Disclosure Report, from a vendor selected by Seller, to be furnished to Buyer through escrow. Buyer shall pay and have sole responsibility for compliance with any requirements imposed on the Property or this sale by any governmental agency(ies), including compliance with any applicable governmental retrofit requirements. Buyer shall pay the cost of recording the deed. Buyer and Seller shall each pay their own expenses of every other type except as specifically provided in this Addendum. Seller shall not be responsible to pay any one-year home warranty plan.

7. **BANKRUPTCY COURT APPROVAL; OVERBIDDING.** The sale is subject to notice to creditors, approval by the Bankruptcy Court, and higher and better bids received by Seller through and including the Bankruptcy Court hearing to confirm the sale. Payment of any and all real estate brokers' commissions is also subject to notice to creditors and approval by the Bankruptcy Court. Buyer acknowledges and agrees that Seller may not seek to obtain the

Bankruptcy Court's approval if Seller has determined that it would be in the best interest of the Bankruptcy Estate not to do so.

8. **BROKERS.** Subject to Bankruptcy Court approval, Seller will pay a real estate agent's commission of **six percent (6%)** of the purchase price of the Property to be divided as follows: (i) three percent (3%) to **Pro Realty Group (Matt Vanderbeek)** representing the Seller; and (ii) three percent (3%) to **NetWorth Realty of Inland Empire, Inc. (Larry Cunningham)** representing the Buyer. All such Brokers and agents are collectively referred to herein as the "Brokers." **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 or compensation shall be due or payable to Brokers in connection with this Addendum or sale except from the cash proceeds of an actual Sale of the Property that closes to Buyer. Buyer hereby represents and warrants that, other than the Brokers, Buyer has not dealt with any broker, finder or other person entitled to any fee, commission or other compensation in connection with the Sale and Buyer shall indemnify, defend and protect and hold Seller and the related Bankruptcy Estate harmless of, from and against any claims, demands, actions, causes of action, losses, liabilities and costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as Seller may suffer or incur in the event that any claims for any such fees, commissions or other compensation of any kind are hereafter asserted.

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

10. **REMEDY FOR BUYER'S OR SELLER'S FAILURE TO CLOSE.** Buyer's sole remedy in the event that the sale fails to close as a result of Seller's inability or failure to close for any reason, including but not limited to the reason of failure to obtain approval of the sale by the Bankruptcy Court, shall be the mutual release of Buyer's and Seller's obligations to buy or sell and a full refund of the Deposit (plus any increased thereof by Buyer). **In the event Buyer fails to close the sale for any reason other than Seller's default, after Buyer's contingencies have been removed as under Paragraphs 2 and 3, Buyer's Deposit (plus any increase, thereof by Buyer) shall be paid over to Seller and retained by Seller as liquidated damages without further legal action. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than three percent of the Purchase Price. This provision shall apply equally to the Deposit (and any increase, thereof by Buyer).**

 [Buyer's Initials]

11. **BANKRUPTCY COURT JURISDICTION.** The U.S. Bankruptcy Court for the Central District of California shall have sole and exclusive jurisdiction to interpret and enforce the

terms of this Addendum and Buyer hereby consents and submits to such exclusive jurisdiction. This Addendum shall be interpreted and enforced pursuant to the laws of the United States of America including the Bankruptcy Code, Title 11, United States Code.

12. "AS-IS," "WHERE-IS" CONDITION; NO WARRANTIES. Buyer acknowledges and agrees that, to the maximum extent permitted by law, the sale contemplated by this Addendum is made "as-is," "where-is," and "with all faults," except as specifically provided in this Addendum. Seller and Brokers and agents herein have not made, do not make, and specifically negate and disclaim any representations, warranties, promises, covenants, Addendums, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, concerning or respecting (i) value of the Property; (ii) income to be derived from the Property; (iii) suitability of the Property, or lack thereof for any activity or use which Buyer may intend to conduct thereon, including any possibilities or limitations for future development; (iv) habitability, merchantability, marketability, profitability, or fitness for a particular purpose, of the Property, or lack thereof; (v) manner, quality, state of repair, or lack of repair of the Property; (vi) nature, quality, or condition of the Property, or any portion, system, or component thereof, including without limitation, water, soil, and geology; (vii) compliance of the Property or its operation, or lack thereof, with any laws, ordinances, regulations, rules, or orders of any applicable governmental authority or body, including Buyer's agreement to purchase their own home warranty and comply with any and all government requirements and retrofit, at Buyer's expense, prior to close of escrow; (viii) manner or quality of engineering, design, construction or materials, if any, incorporated into the Property; (ix) compliance or lack of compliance with any land use, building and safety, or other laws, ordinances, regulations, rules, orders, or other requirements imposed or enforced by any governmental or non-governmental body, including without limitation the Americans with Disabilities Act of 1990; (x) the presence or absence at, on, under, or adjacent to the Property, of materials described as "hazardous substances, hazardous materials, or toxic substances" or by similar terms under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S. Code §§ 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S. Code §§ 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S. Code §§ 6901, et seq.), the Toxic Substance Control Act (15 U.S. Code § 2601, et seq.), the Clean Water Act (33 U.S. Code § 1251, et seq.), California Health and Safety Code § 25117 or 25316), or other statutes and laws, all as amended and including all regulations issued thereunder; (xi) the content, completeness or accuracy of any Due Diligence materials or Preliminary Report regarding Title to the Property; (xii) the conformity or lack of conformity of the improvements to any plans or specifications for the Property, including any plans and specifications that may have been or may be provided to Buyer; (xiii) the conformity or lack of conformity of the Property to past, current, or future applicable zoning or building requirements; (xiv) any deficiency of any undershoring, drainage, or other aspects, systems, or components of or affecting the Property; (xv) the fact, if applicable, that all or a portion of the Property may be located on or near any natural hazard zone as determined by any governmental agency or body; (xvi) the existence of vested land use, zoning, or building entitlements affecting the Property or any other property; or (xvii) any other matter. Without in any manner limiting the foregoing, Buyer hereby acknowledges and agrees that (i) Seller's Broker, has provided (and will hereafter provide) to Buyer various materials and information relating to the Property, including, without limitation, information and materials relating to the condition of the Property, and (ii) all such materials and information so provided to Buyer by Seller's Broker shall, for all purposes of this Addendum, be deemed to have been disclosed to Buyer by the Seller, as well.

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

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

15. **PHYSICAL, GEOLOGICAL, PEST CONTROL, AND ENVIRONMENTAL INSPECTIONS AND INVESTIGATIONS.** **The sale shall be "as is," "where is," "with all faults," and with no warranty by or recourse whatsoever to Seller or Brokers or agents herein.**

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

B. Buyer may at his sole discretion select and employ, at Buyer's expense, a licensed engineer(s), architect(s), contractor(s), geologist(s), pest control licensee(s), environmental consultant(s), or other qualified professional(s) to make inspection(s) and investigations of the Property, including, but not limited to, (i) its general structure, plumbing, heating, air conditioning (if any), electrical system, built-in appliances, cesspool/sewer/septic system, well, roof, soils, foundation, mechanical systems, pool, spa, related equipment and filters,

sprinklers, and those other matters affecting the desirability of the Property (all if and only to the extent any such structures, systems, and components are presently a part of the Property); (ii) any actual or potential wood destroying pests or other conditions damaging to the Property or any portion thereof; (iii) environmental hazards, substances, products, or conditions, including without limitation, asbestos, formaldehyde, lead, lead-based paint, contaminated soil or water, fuel, chemical storage tanks, hazardous waste, electromagnetic fields, and radon gas, any of which may constitute a health risk; (iv) the presence or absence of any required governmental permits, inspections, applications, approvals, and certificates of occupancy, and compliance or lack of compliance with building codes and laws applicable to the Property; (v) plans and specifications for the Property; (vi) all applicable zoning, municipal, county, state, and federal, including those affecting the past, current, or any future use of the Property; (vii) deed restrictions and other matters of public record which may govern, restrict, condition, or prohibit the use, alteration, or development of the Property; and (viii) generally, without limitation, any and all other items and matters of whatsoever nature, character, or description, which Buyer deems material to Buyer's interests, in, on, or affecting the Property; and to approve or disapprove said inspection within the period and in the manner set forth in Paragraph 2.

C. In the event Buyer is dissatisfied with the results of such inspection(s), Buyer may give written Notice of Cancellation to Seller strictly as and within the time provided in Paragraph 2. Buyer's failure to give such notice as and within the period specified therein shall conclusively be deemed Buyer's satisfaction and removal of such contingency and Buyer's election to proceed with the Sale.

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

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

FORCE OR EFFECT PRIOR TO BUYER'S RECEIPT OF SUCH AFFIRMATION OF
ADDENDUM SIGNED BY SELLER.

18. **ATTORNEYS' FEES.** In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Addendum, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

19. **LOAN CONTINGENCY.** There shall be no loan contingency whatsoever.

20. **TRUSTEE'S LIABILITY.** The Buyer acknowledges that the Trustee is acting in his official capacity only. No personal liability shall be sought or enforced against the Trustee with regard to the Addendum, including the Addendum, the assets, the sale of the Property, or the physical condition of the Property. In the event that the Trustee fails or refuses to complete the transaction for any reason, then the limit of the Trustee's liability is only to return any money paid to the Trustee by the Buyer, without deduction. Prior to and after the closing of escrow, the United States Bankruptcy Court shall have and retain the sole and exclusive jurisdiction over the Property and the Addendum; and all disputes arising before and after closing shall be resolved in said Court. Further, the Trustee and the Buyer have agreed that if a dispute arises, such dispute may initially be resolved through the Mediation Program pending in the United States Bankruptcy Court for the Central District of California.

21. **HOLD HARMLESS.** The Buyer understands the terms and conditions of the entire purchase contract and holds the Bankruptcy Estate and the realtors, brokers, agents, Lynda T. Bui, Trustee, Shulman Bastian Friedman & Bui LLP, the law firm of which the Trustee is associated, agents and employees, harmless from any liabilities arising from this contact. All parties hereto further agree, jointly and severally, to pay on demand as well as to indemnify and hold Escrow harmless from and against all costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of any kind or nature which in good faith, Escrow may incur or sustain in connection with or arising out of this Escrow and Escrow is hereby given a lien upon all the rights, titles and interest of each of the undersigned in all escrow papers and other property and monies deposited in this escrow, to protect the rights of escrow and to indemnify and reimburse Escrow under this Addendum. In the event this Escrow is not completed for any reason, Escrow is authorized to deduct and pay its fee, plus costs incurred from any funds on deposit.

22. **EXPIRATION OF COUNTER-OFFER.** This Counter-Offer shall expire if not accepted by Buyer by delivering a copy hereof, fully signed and initialed by Buyer, to Seller on or before close of business on **March 12, 2021**. Such acceptance shall nevertheless be subject to **Paragraph 17**.

23. **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 to choose which contract to submit to the Bankruptcy Court for approval.

[SIGNATURES ON THE FOLLOWING PAGE.]

I, the Buyer herein, have reviewed the foregoing Addendum and understand the terms and conditions set forth herein, and further agree to purchase the Subject Property pursuant to said terms and conditions.

Dated: 03/10/2021

PKochar
Prerna Kochar, Buyer

I, Seller, agree to sell the Subject Property pursuant to the terms and conditions set forth herein.

Dated: 3/9/21

By: [Signature]
Lynda T. Bui in her sole capacity as Chapter 7
Trustee for the Bankruptcy Estate of *In re George
W. Nasr*, Case No. 6:19-bk-10263-SY, and not in
her individual capacity

SO AGREED.

TRUSTEE'S BROKER:

Dated: 3/10/2021

Pro Realty Group
[Signature]
Matt Vanderbeek, Trustee's Agent

BUYER'S BROKER:

Ameristar Real Estate & Investments Inc

Dated: 03/10/2021

[Signature]
Jasdeep Kochar, Buyer's Agent


EXHIBIT A

SELLER'S AFFIRMATION OF ADDENDUM

Seller hereby acknowledges Buyer's acceptance of the foregoing Counter-Offer and affirmatively agrees to sell the Property to Buyer on the terms and conditions of the foregoing Addendum, but subject to Bankruptcy Court approval and rights any of overbidders. Seller shall revoke any other outstanding Counter-Offers made to other prospective buyers or make the same subject and subordinate to this Addendum.

SELLER

Dated: 3/10/21

By: 
Lynda T. Bui, solely in her capacity as Chapter 7 Trustee
for the Bankruptcy Estate of *In re George W. Nasr*,
Case No. 6:19-bk-10263-SY



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

Date March 8, 2021

This is a counter offer to the: Purchase Agreement, Buyer Counter Offer No. _____, or Other _____ ("Offer"), dated March 8, 2021, on property known as 1038 McCall Dr, Corona, CA 92881-8451 ("Property"), between Prerna Kochar ("Buyer") and Lynda Linda Bui, BK Trustee for the Estate of George W. Nasr. ("Seller").

1. **TERMS:** The terms and conditions of the above referenced document are accepted subject to the following:
- A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer or an addendum.
 - B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but deposit amount(s) shall remain unchanged from the original Offer.
 - C. **OTHER TERMS:** 1.) Item 9. B. of the C.A.R. form PPA regarding Government requirements and retrofit will not be a part of this agreement.

- 2.) Seller's choice of all services and reports.
- 3.) This property is sold in as-is, where-is with no expressed or implied representations or warranties. Sale is subject to bankruptcy court approval and overbid. No home warranty, termite or any repairs will be completed...sold As-Is.

D. The following attached addenda are incorporated into this Seller Counter offer: Addendum No. _____
 Addendum to Counter Offer #1. Trustee's Addendum _____

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

3. **MARKETING TO OTHER BUYERS:** Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in 2A and 5. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.

4. **OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.**
 Seller Lynda Linda Bui, BK Trustee for the Estate of Date _____
 Seller Prerna Date _____

5. **ACCEPTANCE: I/WE** accept the above Seller Counter Offer (If checked SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy.
 Buyer Prerna Kochar Date 03/10/21 Time 11:00 AM/ PM
 Buyer _____ Date _____ Time _____ AM/ PM

CONFIRMATION OF ACCEPTANCE:

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

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SCO Revised 11/14 (PAGE 1 OF 1)

SELLER COUNTER OFFER (SCO PAGE 1 OF 1)





In accordance with the terms and conditions of the: Purchase Agreement, OR Request For Repair (C.A.R. Form RR), Response And Reply To Request For Repair (C.A.R. Form RRRR), Amendment of Existing Agreement (C.A.R. Form AEA) or Other ("Agreement"), dated 03/08/2021, on property known as 1038 McCall Dr, Corona, CA 92881-8451 ("Property"), between PRERNA KOCHAR ("Buyer") and Lynda Bui, BK Trustee ("Seller").

I. BUYER REMOVAL OF BUYER CONTINGENCIES:

- 1. With respect to any contingency and cancellation right that Buyer removes, 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; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and, expense, **if any**, for Repairs, corrections, or for the inability to obtain financing. Waiver of statutory disclosures is prohibited by Law.

2. Buyer removes those contingencies specified below.

A. ONLY the following individually checked Buyer contingencies are removed: (Paragraph numbers refer to the California Residential Purchase Agreement (C.A.R. Form RPA-CA) unless a different form is specified.)

- 1. Loan (Paragraph 3J)
- 2. Appraisal (Paragraph 3I)
- 3. Buyer's Investigation Contingency (Paragraph 12)
 - a. Only the physical inspection portion of Buyer's Investigation (Paragraph 12)
 - b. All Buyer Investigations other than a physical inspection (Paragraph 12)
 - c. Entire Buyer's Investigation Contingency (Paragraph 12)
- 4. Condominium/Planned Development (HOA or OA) Disclosures (Paragraph 10F)
- 5. Reports/Disclosures (Paragraphs 7 and 10)
- 6. Title: Preliminary Report (Paragraph 13)
- 7. Sale of Buyer's Property (Paragraph 4B)
 - a. Entering into contract for Buyer's Property (COP, Paragraph 2)
 - b. Close of escrow for Buyer's Property (COP, Paragraph 4)
- 8. Review of documentation for leased or liened items (Paragraph 8B(5))
- 9. Other: _____
- 10. Other: _____

OR B. ALL Buyer contingencies are removed, EXCEPT: Loan Contingency (Paragraph 3J); Appraisal Contingency (Paragraph 3I); Contingency for the Sale of Buyer's Property (Paragraph 4B); Condominium/Planned Development (HOA) Disclosures (Paragraph 10F); Other _____

OR C. BUYER HEREBY REMOVES ANY AND ALL BUYER CONTINGENCIES.

3. **Once all contingencies are removed, whether or not Buyer has satisfied him/her/itself regarding all contingencies or received any information relating to those contingencies, Buyer may not be entitled to a return of Buyer's deposit if Buyer does not close escrow. This could happen even if, for example, Buyer does not approve of some aspect of the Property or lender does not approve Buyer's loan.**

NOTE: Paragraph numbers refer to the California Residential Purchase Agreement (C.A.R. Form RPA-CA) unless a different form is specified. Applicable paragraph numbers for each contingency in other C.A.R. forms may be different.

Buyer PRERNA KOCHAR Date 03/15/2021
Buyer _____ Date _____

II. SELLER REMOVAL OF SELLER CONTINGENCIES: Seller hereby removes the following Seller contingencies:

- Finding of replacement property (C.A.R. Form SPRP); Closing on replacement property (C.A.R. Form SPRP)
- Other _____

Seller _____ Date _____
Seller _____ Date _____

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CONTINGENCY REMOVAL (CR PAGE 1 OF 1)

EXHIBIT 4

THE ANA & JOSY TRUST

ARTICLE ONE

1.1 Name of Trust. The name of the Trust created by this instrument shall be The Ana & Josy Trust (hereinafter "Trust").

1.2 Effective Date. This declaration shall be effective immediately on execution by all the parties.

1.3 Marital Status. The Trustors, George Wafaie Nasr and Lorin Nagy Mansour are currently married to one another. All property transferred into this Trust and the proceeds thereby are, and shall be, deemed as Trustors' Community Property and shall remain so during Trustors' lifetimes.

1.4 Identification of Living Children. The Trustors have Two (2) living children, as follows:

<u>Name</u>	<u>Date of Birth</u>
A [REDACTED] G [REDACTED] N [REDACTED]	[REDACTED] 2001
J [REDACTED] E [REDACTED] G [REDACTED] N [REDACTED]	[REDACTED] 2006

1.5 Deceased Children. The Trustors have no deceased children.

1.6 Children of Both Trustors. For purposes of this Trust, all children of Trustors as set forth in paragraph 1.4 above are to be deemed as children of Trustors and all references to children herein shall include the Two (2) children unless specifically otherwise set forth.

1.7 Definitions of Child, Children, and Issue. As used in this instrument, the terms "child" and "children" refer to all persons referred to in California Probate Code section 26 as in effect at the time of execution of this instrument, and the term "issue" refers to all persons referred to in California Probate Code section 50 as in effect at the time of execution.

ARTICLE TWO

TRUST ESTATE

2.1 Definition of Trust Estate. All property subject to this instrument from time to time is referred to as the "trust estate" and shall be held, administered, and distributed as provided in this instrument. The Trustees shall hold, administer, and distribute the property described in the Schedule of Trust Assets (which is attached hereto and made a part of this trust instrument), any other property that may be hereafter subject to this Trust, and the income and proceeds attributable to all such property, in accordance with the provisions of this instrument.

2.2 Additions to Trust. From time to time, the Trustees may accept additions to this Trust from any source. All such additions shall become part of the Trust estate and shall be held, administered, and distributed in accordance with the terms of this instrument. That additional property shall become part of the Trust estate on written acceptance of it by the Trustees. Any additions to the Trust shall be made by designating in writing the property to be added. However, the titling of any account, deed, or similar asset in the name of the Trustees, as Trustees of this Trust, or any alternate or successor Trustee acting under this instrument, shall be deemed to be a transfer to this Trust. Any designation by a third party, whether by will, deed, account title designation, or similar transfer, shall also be a transfer to the Trust estate.

ARTICLE THREE

RIGHTS AND POWERS OF TRUSTORS

3.1 Power of Revocation and Amendment. This Trust may be amended, revoked, or terminated by the Trustors jointly, in whole or in part, at any time during their lifetime. Following the death of any one Trustor, if the other survives, the surviving Trustor may amend, revoke or terminate, in whole or in part during the lifetime of the surviving Trustor. After the death of both Trustors, this Trust shall be irrevocable and not subject to amendment.

3.2 Method of Revocation or Amendment. Any amendment, revocation, or termination of this Trust shall be made by written instrument signed by the Trustors jointly, if both living, or by one if only one survives, and delivered to the Trustee. An exercise of the power of amendment substantially affecting the duties, rights, and liabilities of the Trustee shall be effective only if agreed to by the Trustee in writing.

3.3 Delivery of Property After Revocation. After any revocation or termination, the Trustees shall promptly deliver the designated property to the Trustors.

3.4 Trustees' Retention of Assets on Revocation. In the event of any revocation of all or part of the Trust, the Trustees shall be entitled to retain sufficient assets to reasonably secure the payment of liabilities the Trustees have lawfully incurred in administering the Trust and any fees that have been earned by the Trustees, until such time as those liabilities have been discharged and fees paid, unless the Trustors indemnify the Trustees against loss or expense.

3.5 Trustors' Power to Borrow From Trust Estate. Notwithstanding any other provision in this instrument, during the Trustors' lifetimes, the Trustors may borrow from the income or principal of the trust estate, with or without security, such amounts on such terms as the Trustors specify in a signed writing filed with the Trustees.

3.6 Exercise of Rights and Powers of Trustors By Others. Any right or power that the Trustors could exercise personally under the terms of this instrument, including any power to amend, revoke, or terminate this Trust, may be exercised for and in behalf of the Trustors by any attorney in fact who, at the time of the exercise, is duly appointed and acting for the Trustors under a valid and enforceable durable power of attorney executed by the Trustors under the Uniform Durable Power of Attorney Act, or any successor statute, or, if there is no such attorney in fact, by a duly appointed and acting conservator of the Trustors, after petition to the court in accordance with California Probate Code Section 2580, or any successor statute.

ARTICLE FOUR

DISTRIBUTIONS DURING TRUSTORS' LIFE

4.1 Payment of Income During Trustors' Life. So long as both of the Trustors are living, the Trustees shall pay to or apply for the benefit of the Trustors all of the net income of the Trust, in monthly or other convenient installments (but not less often than annually) as the Trustors and the Trustees may agree on from time to time.

4.2 Distributions of Principal During Trustors' Lifetimes. From time to time during the Trustors' lifetimes, the Trustees shall distribute to or apply for the benefit of the Trustors as much of the principal of the Trust as the Trustees, in the Trustees' discretion, deem proper for the Trustors' comfort, welfare, and happiness. In exercising discretion, the Trustees shall give the consideration that the Trustees deem proper to all other income and resources then readily available to the Trustors for use for these purposes and that are then known to the Trustees. All decisions of the Trustees regarding payments under this section, if any, are within the Trustees' discretion and shall be final and incontestable by anyone.

ARTICLE V

DISTRIBUTION OF INCOME AND PRINCIPAL AFTER THE DEATH OF ONE OR BOTH TRUSTORS

5.1 Upon the Death of One Trustor Survived by the Other Trustor:

5.1.1 Payment of Debts, Funeral Expenses, Taxes: Upon the death of the first Trustor, the Trustees may pay out of Trust any payment for debts, funeral expenses, estate, inheritance taxed (including penalties and interest thereon) or other death taxes that may, by reason of the first Trustor's death, be attributable to his or her probate or trust estate, or any portion of it, or to any transfers of property outside his probate or trust estate. Except as may be otherwise specifically provided, such charges and expenses shall be paid from the trust estate as

a whole without apportionment, deduction or adjustment among the beneficiaries of this Trust or any separate trust hereunder.

5.1.2 Benefits Under Retirement Plan: If benefits under qualified retirement plans are payable to the Trust, Trustees may elect to receive such benefits in installments or in a lump sum. If exempt from federal estate tax, they shall not be used by Trustees to pay death taxes or any other expenses arising by reason of a Trustor's death.

5.2 Distribution of Income and Principal:

5.2.1 During the Lifetime of Surviving Trustor:

(a) Income: The Trustees shall pay to or apply for the benefit of the surviving Trustor during his or her lifetime, in monthly or other convenient installments but not less frequently than semi-annually the amounts directed by the surviving Trustor in written instrument signed by the Trustor and delivered to the Trustees.

(b) Withdrawal of Principal: In addition, the Trustee shall pay to the surviving Trustor such amounts of the principal of the Trust up to the whole thereof, as the surviving Trustor may direct from time to time, in a written instrument or instruments signed by such Trustor and delivered to the Trustees during his or her lifetime.

(c) Invasion of Principal: If at any time the surviving Trustor shall be incompetent or shall for any other reason be unable to act on his or her behalf, the Trustee may in its absolute discretion pay to or apply for the benefit of the Trustor such amounts of the principal, up to the whole thereof, as the Trustee may from time to time deem necessary or advisable for his or her use and benefit.

5.2.2 Upon the Death of Surviving Trustor:

(a) Payment of Debts, Funeral expenses Taxes: The Trustee may, in its discretion, pay from assets of the Trust the surviving Trustor's last illness and funeral expenses, attorney's fees and other costs incurred in administering the surviving Trustor's probate estate, all bona fide debts of the surviving Trustor and any estate or inheritance taxes (including interest and penalties) arising by reason of the surviving Trustor's death.

(b) Support of and Distribution to Minor Children: After payment of those expenses and obligations as set forth above, Trustee shall pay to the surviving children from the marriage of Trustors herein the income, or such principal as necessary and only as necessary for the support and or education of such children until each shall reach the age of Twenty-One (21) years old. Upon

reaching the age of Twenty-One (21) years, all support shall cease and such child shall receive their share/distribution of the Trust. It is the intent of the Trustors herein that such payments to or on account of any child or children shall be made such that each child receives an equal distribution even though such distributions may not be made at the same or similar times, nor in similar amounts nor for the same or similar purposes. The Trustee shall take into consideration resources otherwise available to such child and shall have sole discretion subject only to court review, as to the time and purpose of distribution for the necessary and proper support, health and maintenance of each child. When the last child of Trustors reaches the age of Twenty-One (21) and final distribution is made to that child this trust shall terminate.

(c) Medical Care: Trustee may, at any time until such child reaches the age of Twenty-One (21) years, pay for the medical care of any of Trustor's minor child from the Trust income or principal. Following the death of both Trustors the Trustee may pay for medical care as necessary any child from that child's share of the trust income or principal.

5.3. Disposition of Remaining Trust Estate. On the death of both Trustors, the remaining trust estate shall be disposed of as follows:

(a) If any of the children of the Trustors survive, the Trustee shall divide the trust property into as many shares of equal market value as are necessary to create one share for each of the Trustors' children who survive and one share for each of the Trustors' children who predecease Trustors but who leave issue surviving. The Trustee shall distribute one share outright to each of the Trustors' surviving children when that child reaches the age of Twenty-One (21) years, and the Trustee shall distribute each share created for a deceased child outright to the then0living issue of that child. Those issue of each deceased child are to take that share in the manner provided in California Probate Code section 240.

(b) If none or any of the children of the Trustors survive, but the Trustor's children leave issue surviving, the Trustee shall distribute the trust property outright to those issue, who are to take that property in the manner provided in California Probate Code section 240.

(c) If none of the heirs of the Trustors survive Trustors, the Trustee shall distribute the trust property outright to the Trustors' heirs.

ARTICLE SIX

TRUSTEE

6.1 Trustors' Power to Designate Successor Trustees. At any time, the Trustors may designate any suitable person or entity to act as a successor trustee or co-trustee if the Trustees or

any co-trustee dies, becomes incapacitated, or is otherwise unable or unwilling to continue to act as trustee or co-trustee. Any designation under this section shall be made by a signed writing delivered to the person or entity designated as successor trustee or co-trustee. If more than one designation is made under this section, only the most recent designation shall be valid.

6.2 Successor Trustees. If the office of trustee becomes vacant by reason of death, incapacity, or any other reason, and no successor trustee or co-trustees have been designated under any other provision of this trust instrument, the following, in the order of priority indicated, shall be Trustee:

First: Fahim Nagy Mansour
Second: Mena N. Mansour

If all those named above are unwilling or unable to serve as successor Trustee, a new trustee or co-trustees shall be appointed by majority vote of the adult beneficiaries of the Trust who are then entitled to receive income under the Trust, or who would be entitled to receive a distribution of principal from the Trust if the Trust were then terminating, and who then have the legal capacity to give such a vote. If a majority of the beneficiaries are unable to agree on a new trustee or co-trustees, a new trustee or co-trustee may be appointed by the court. Any individual trustee or co-trustee not specifically named in this section who is appointed under this section shall be appointed from among the Trustors' then-living issue.

6.3 Definition of Trustee. Reference in this instrument to "the Trustee" shall be deemed a reference to whoever is serving as Trustee or co-Trustees, and shall include alternate or successor Trustees or co-Trustees, unless the context requires otherwise.

6.4 Removal and Replacement of Trustee by Trustors. The Trustors shall have the power, at any time and for any reason, with or without cause, to remove any Trustee acting under this instrument, and notwithstanding any other provision of this instrument, designate another Trustee to replace the removed Trustee. Removal shall be effected by giving a written notice of

removal to the Trustee to be removed and to the designated successor. The removal shall become effective on the delivery to the Trustors of a written acceptance of the Trust by the successor Trustee, and the Trustors shall promptly notify the Trustee being removed of the receipt of that acceptance.

6.5 Waiver of Bond. No bond or undertaking shall be required of any individual who serves as a Trustee under this instrument.

6.6 Procedure for Resignation. Any Trustee may resign at any time, without giving a reason for the resignation, by giving written notice, at least Thirty (30) days before the time the resignation is to take effect, to the Trustors, if living, to any other Trustee then acting, to any persons authorized to designate a successor Trustee, to all Trust beneficiaries known to the Trustee (or, in the case of a minor beneficiary, to the parent or guardian of that beneficiary) and to the successor Trustee. A resignation shall be effective on written acceptance of the Trust by the successor Trustee.

6.7 General Powers of Trustee. To carry out the purposes of the Trust created under this instrument, and subject to any limitations stated elsewhere in this instrument, the Trustee shall have all of the following powers, in addition to all of the powers now or hereafter conferred on Trustees by law:

(a) With or without court authorization, sell (for cash or on deferred payments, and with or without security), convey, exchange, partition, and divide Trust property; grant options for the sale or exchange of Trust property for any purpose, whether the contract is to be performed or the option is to be exercised within or beyond the term of the trust; and lease Trust property for any purpose, for terms within or extending beyond the expiration of the Trust, regardless of whether the leased property is commercial or residential and regardless of the number of units leased.

(b) Engage in any transactions with the personal representative of the estate of the Trustors that are in the best interest of any trusts created in this instrument.

(c) Manage, control, improve, and maintain all real and personal Trust property.

(d) Subdivide or develop land; make or obtain the vacation of plats and adjust boundaries, or adjust differences in valuation on exchange or partition by giving or receiving consideration; and dedicate land or easements to public use with or without consideration.

(e) Make ordinary or extraordinary repairs or alterations in buildings or other Trust property, demolish any improvements, raze existing party walls or buildings, and erect new party walls or buildings, as the Trustee deems advisable.

(f) Employ and discharge agents and employees, including but not limited to attorneys, accountants, investment and other advisers, custodians of assets, property managers, real estate agents and brokers, and appraisers, to advise and assist the Trustee in the management of any trusts created under this Trust instrument, and compensate them from the Trust property.

(g) With respect to securities held in Trust, exercise all the rights, powers, and privileges of an owner, including, but not limited to, the power to vote, give proxies, and pay assessments and other sums deemed by the Trustee necessary for the protection of the Trust property; participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and, in connection therewith, deposit securities with and transfer title to any protective or other committee under such terms as the Trustee deems advisable; exercise or sell stock subscription or conversion rights; and accept and retain as investments of the Trust any securities or other property received through the exercise of any of the foregoing powers.

(h) Hold securities or other Trust property in the Trustees' own name or in the name of a nominee, with or without disclosure of the Trust, or in unregistered form, so that title may pass by delivery.

(i) Deposit securities in a securities depository that is either licensed or exempt from licensing.

(j) Borrow money for any Trust purpose from any person or entity, including one acting as Trustee hereunder, on such terms and conditions as the Trustee deems advisable, and obligate the Trust for repayment; encumber any Trust property by mortgage, deed of Trust, pledge, or otherwise, whether for terms within or extending beyond the term of the Trust, as the Trustee deems advisable, to secure repayment of any such loan; replace, renew, and extend any such loan or encumbrance; and pay loans or other obligations of the Trust deemed advisable by the Trustee.

(k) Procure and carry, at the expense of the Trust, insurance in such forms and in such amounts as the Trustee deems advisable to protect the Trust property against damage or loss, and to protect the Trustee against liability with respect to third persons.

(l) Enforce any obligation owing to the Trust, including any obligation secured by a deed of Trust, mortgage, or pledge held as Trust property, and purchase any property subject to a security instrument held as Trust property at any sale under the instrument.

(m) Extend the time for payment of any note or other obligation held as an asset of, and owing to, the Trust, including accrued or future interest, and extend the time for repayment beyond the term of the Trust.

(n) Pay or contest any claim against the trust; release or prosecute any claim in favor of the trust; or, in lieu of payment, contest, release, or prosecution, adjust, compromise, or settle any such claim, in whole or in part, and with or without consideration.

(o) At Trust expense, prosecute or defend actions, claims, or proceedings of whatever kind for the protection of the Trust property and of the Trustee in the performance of the Trustees' duties, and employ and compensate attorneys, advisers, and other agents as the Trustee deems advisable.

6.8 Power to Retain Trust Property. The Trustee shall have the power to retain property received into the Trust at its inception or later added to the Trust, as long as the Trustee considers that retention in the best interests of the Trust or in furtherance of the goals of the Trustors in creating the Trust, as determined from this Trust instrument, but subject to the standards of the prudent investor rule as set forth in the California Uniform Prudent Investor Act, as amended from time to time.

6.9 Trustees' Power to Invest Property. Subject to the standards of the prudent investor rule as stated in the California Uniform Prudent Investor Act, as amended from time to time, the Trustee shall have the power to invest and manage the Trust assets as a prudent investor would, by considering the purposes, terms, distribution requirements, and other circumstances of the Trust.

6.10 Divestment of Unproductive Property. The Trustee shall have the power to retain property only so long as that property is income-producing. If any income-producing property ceases to produce income, the Trustee shall, within a reasonable amount of time, replace the unproductive property with income-producing property.

6.11 Power to Operate Business. The Trustee shall have the power to hold and operate any business or enterprise that is or becomes Trust property, on such terms and for such a time as

the Trustee, in the Trustees' discretion, deems advisable; to purchase, acquire, invest in, or otherwise participate in, any business or other enterprise on behalf of the trust; or to sell, dissolve, liquidate, or terminate any such business. The Trustee shall also have the power to incorporate, reorganize, or otherwise change the form of a business or enterprise that is part of the Trust, through merger or consolidation of two or more enterprises or otherwise, and to participate in that business or enterprise as a sole proprietor, as a general or limited partner, as a shareholder, or in any other capacity. Any operation, sale, purchase, acquisition, investment in, or dissolution or liquidation of a business interest, in good faith, shall be at the risk of the Trust, and without liability on the part of the Trustee for any resulting losses. The Trustee shall also have the power to contribute capital or loan money to the business or enterprise on such terms and conditions as the Trustee deems advisable.

6.12 Powers Regarding Subchapter S Stock. If at any time the Trust estate includes shares of stock in any corporations that have elected to be governed by the provisions of Subchapter S of Chapter 1 of Subtitle A of the Internal Revenue Code (IRC Section 1361 et seq., or any successor sections), then notwithstanding any other provision of this instrument, the Trustee shall at all times manage those shares, and administer the Trust estate, in a manner that will maintain the S corporation status. To satisfy this obligation, but without limiting the discretion of the Trustee to take any action to protect the S corporation status, the Trustee shall act as follows:

(a) Allocation or Distribution to Permitted Shareholders. The Trustee shall allocate or distribute shares of S corporation stock only to those trusts or those beneficiaries that are permitted to be shareholders of an S corporation.

(b) Qualified Subchapter S Trust Provisions. If shares of S corporation stock are allocated to any Trust created under this instrument and that Trust does not otherwise qualify as a permitted shareholder under Internal Revenue Code Section 1361, or any successor section, then notwithstanding any other provision of this instrument, that Trust (or any portion of that Trust containing S corporation stock) shall be administered so as to ensure that it is a Qualified Subchapter S Trust (QSST), an Electing Small Business

Trust (ESBT), or some other form of Trust that qualifies as a permitted shareholder under Internal Revenue Code Section 1361, or any successor section. The S corporation stock in each such Trust shall be held in separate share trusts (within the meaning of Internal Revenue Code Section 663(c), or any successor section) for each beneficiary; and all other property in each Trust shall be held in a separate Trust, which shall continue to be administered in accordance with the terms of this instrument. With respect to the separate share trusts holding S corporation stock, the Trustee shall make distributions of income and principal, and otherwise administer the trusts, to ensure that those trusts do not become ineligible shareholders of an S corporation. To the extent that the terms of this instrument are inconsistent with those separate share trusts qualifying as permitted shareholders of an S corporation, those terms shall be disregarded.

(c) Other Trustee Administrative Powers. The Trustee shall have the power (1) to enter into agreements with other shareholders or with the corporation relating to transfers of S corporation stock or the management of the S corporation; and (2) to allocate amounts received, and the tax on undistributed income, between income and principal. During the administration of a Trust holding S corporation stock, the Trustee may allocate tax deductions and credits arising from ownership of S corporation stock between income and principal. In making those allocations, the Trustee shall consider that the beneficiary is to have the enjoyment of the property at least equal to that ordinarily associated with an income interest.

(d) Beneficiary Agreement. The Trustee shall not distribute any S corporation stock to any beneficiary unless, prior to that distribution, the beneficiary enters into a written agreement with the S corporation stating the following: (1) that the beneficiary will consent to any election to qualify the corporation as an S corporation; (2) that the beneficiary will not interfere with the S corporation maintaining its S corporation status; (3) that the beneficiary will not transfer the S corporation stock to any transferee who does not agree to execute a similar consent; (4) that the beneficiary will not transfer the stock in a manner that will cause a termination of S corporation status under the then applicable federal and state tax law and regulations; and (5) that the beneficiary will join in any attempt to obtain a waiver from the Internal Revenue Service of a terminating event on the grounds of inadvertence if S corporation status is inadvertently terminated and the S corporation or any shareholder desires that S corporation status should continue.

(e) Certificate to Bear Legend. If the Trustee receives any shares of S corporation stock whose stock certificates bear a legend stating that the transfer, pledge, assignment, hypothecation, or other disposition of the stock is subject to the terms set forth in the preceding subsection, then the stock certificates shall also bear that legend when the Trustee distributes those shares of S corporation stock to a beneficiary.

6.13 Power to Combine Trust Assets. Each Trust created under this instrument shall constitute a separate Trust and be administered accordingly; however, the assets of all of the trusts may be combined for bookkeeping purposes and held for the Trust beneficiaries without

physical division into separate trusts until time of distribution.

6.14 Early Termination of Trusts. The Trustee shall have the power, in the Trustees' discretion, to terminate any Trust created under this Trust instrument whenever the fair market value of the Trust falls below forty thousand dollars (\$40,000), or becomes so small in relation to the costs of administration as to make continuing administration uneconomical. Continuing administration shall be uneconomical if the Trustee determines that, with reference to the Trust fee schedules then in effect for corporate fiduciaries in the area in which the Trust is being administered, the Trust would be subject to the minimum Trust administration fees of those fiduciaries, regardless of the value of the Trust. On termination, the Trustee shall distribute the principal and any accrued or undistributed net income to the income beneficiaries in proportion to their shares of the income. If no fixed amount of income is payable to specific beneficiaries, the Trustee shall distribute the principal and any accrued or undistributed net income in equal shares to those beneficiaries who would then be entitled to income payments from the Trust.

6.15 Division or Distribution in Cash or Kind. In order to satisfy a pecuniary gift or to distribute or divide Trust assets into shares or partial shares, the Trustee may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind. Property distributed to satisfy a pecuniary gift under this instrument shall be valued at its fair market value at the time of distribution.

6.16 Payments to Legally Incapacitated Persons. If at any time any Trust beneficiary is a minor, or it appears to the Trustee that any Trust beneficiary is incapacitated, incompetent, or for any other reason not able to receive payments or make intelligent or responsible use of the payments, then the Trustee, in lieu of making direct payments to the Trust beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the

Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state; to one or more suitable persons as the Trustee deems proper, such as a relative of or a person residing with the beneficiary, to be used for the beneficiary's benefit; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions. The receipt of payments by any of the foregoing shall constitute a sufficient acquittance of the Trustee for all purposes.

6.17 Trustees' Liability. No Trustee shall be liable to any interested party for acts or omissions of that Trustee, except those resulting from that Trustees' willful misconduct or gross negligence. This standard shall also apply regarding a Trustees' liability for the acts or omissions of any co-Trustee, predecessor Trustee, or agent employed by the Trustee.

6.18 Written Notice to Trustee. Until the Trustee receives written notice of any death or other event on which the right to payments from any Trust may depend, the Trustee shall incur no liability for disbursements made in good faith to persons whose interests may have been affected by that event.

6.19 Duty to Account. The Trustee shall render accounts at least annually, at the termination of a Trust, and on a change of Trustees, to the persons and in the manner required by law.

6.20 Co-Trustee May Delegate Acts to Other Co-Trustee. Any co-Trustee may, from time to time, delegate to the other co-Trustee routine acts of Trust administration.

ARTICLE SEVEN

CONCLUDING PROVISIONS

7.1 Simultaneous Death. If any beneficiary under this instrument and the Trustors die under circumstances in which the order of their deaths cannot be established by clear and convincing evidence, the Trustors shall be deemed to have survived the beneficiary, and the

provisions of this instrument shall be construed accordingly.

7.2 Survivorship Requirement. For the purposes of this instrument, a beneficiary shall be deemed not to have survived the Trustors if that beneficiary dies within Thirty (30) days after the Trustors' deaths.

7.3 No-Contest Clause. If any beneficiary under this instrument, singularly or in combination with any other person or persons, directly or indirectly contests this instrument, any amendment to this instrument, or the will(s) of the Trustors in whole or in part, or opposes, objects to, or seeks to invalidate any of the provisions of this instrument or the will(s) of the Trustors, or seeks to succeed to any part of the estate of the Trustors other than in the manner specified in this instrument or in the will(s) of the Trustors, then the right of that person to take any interest given to him or her by this instrument or any amendment to this instrument shall be void, and any gift or other interest in the Trust property to which the beneficiary would otherwise have been entitled shall pass as if he or she had predeceased the Trustors without issue.

7.4 Definitions of Death Taxes, Debts, and Expenses. As used in this instrument, the following definitions apply:

(a) The term "death taxes" shall mean all inheritance, estate, succession, and other similar taxes that are payable by any person on account of that person's interest in the estate of the Trustors or by reason of the Trustors' deaths, including penalties and interest, but excluding the following: (i) any additional tax that may be assessed under Internal Revenue Code Section 2032A; and (ii) any federal or state tax imposed on any generation-skipping transfer, as that term is defined in the federal tax laws, unless that generation-skipping transfer tax is payable directly out of the assets of a Trust created by this instrument.

(b) The term "debts and expenses" shall include the following: (i) all costs, expenses of litigation, counsel fees, or other charges that the Trustee incurs in connection with the determination of the amount of the death taxes, interest, or penalties referred to in subsection (a) of this section; and (ii) legally enforceable debts, funeral expenses, expenses of last illness, and administration and property expenses.

7.5 Definition of Incapacity. For purposes of this instrument, a person shall be deemed "incapacitated" if and for so long as a court of competent jurisdiction has made a finding

to that effect, or a guardian or conservator of that person's estate or person duly appointed by a court of competent jurisdiction is serving, or upon certification by two physicians (licensed to practice under the laws of the state where the person is domiciled at the time of the certification) that the person is unable properly to care themselves or their property. The latter certification shall be made by each physician in a written declaration under penalty of perjury.

7.6 Definition of Education. As used in this instrument, the term "education" refers to the following:

- (a) Education at public or private elementary, junior high, middle, or high schools, including boarding schools;
- (b) Undergraduate, graduate, and postgraduate study in any field, whether or not of a professional character, in colleges, universities, or other institutions of higher learning;
- (c) Specialized formal or informal training in music, the stage, the handicrafts, or the arts, whether by private instruction or otherwise; and
- (d) Formal or informal vocational or technical training, whether through programs or institutions devoted solely to vocational or technical training, or otherwise.

7.7 Captions. The captions appearing in this instrument are for convenience of reference only, and shall be disregarded in determining the meaning and effect of the provisions of this instrument.

7.8 Severability Clause. If any provision of this instrument is invalid, that provision shall be disregarded, and the remainder of this instrument shall be construed as if the invalid provision had not been included.

7.9 California Law to Apply. All questions concerning the validity, interpretation, and administration of this instrument, including any trusts created under this instrument, shall be governed by the laws of the State of California, regardless of the domicile of any Trustee or beneficiary.

ARTICLE EIGHT

SIGNATURE AND EXECUTION

8.1 Execution. We certify that we have read the foregoing declaration of trust and that it correctly states the terms and conditions under which the trust estate is to be held, administered, and distributed. As Trustees of the Trust created by this declaration of Trust, we approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions. As Trustors of the Trust created by this declaration of trust, we approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions.

Executed on September 13, 2013 at Santa Ana, California.


TRUSTOR-TRUSTEE

By:


George Wafaie Nasr

TRUSTOR-TRUSTEE

By:


Lorin Nagy Mansour

ACKNOWLEDGMENT

State of California)
) ss.
County of ORANGE)

On SEPTEMBER 13, 2013 before me, SUSAN LOVEJOY, a Notary Public in and for the State of California, personally appeared **George Wafaie Nasr**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS my hand and official seal.

Signature Susan Lovejoy

(SEAL)



ACKNOWLEDGMENT

State of California)
) ss.
County of ORANGE)

On SEPTEMBER 13, 2013 before me, SUSAN LOVEJOY, a Notary Public in and for the State of California, personally appeared **Lorin Nagy Mansour**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS my hand and official seal.

Signature Susan Lovejoy

(SEAL)



SCHEDULE OF TRUST ASSETS

EXHIBIT 5

Brandon Iskander

From: Brandon Iskander
Sent: Monday, February 22, 2021 3:30 PM
To: 'Laila Masud'
Cc: Ed Hays; Layla Buchanan; Anne Marie Vernon
Subject: RE: Nasr 6:19-bk-10263-SY - 1038 McCall Drive, Corona, CA 92881

Hi Laila,

I have been in touch with the first lienholder, but they have not responded as yet. It's standard practice to only insure up to the value of the lien, so that insurance is not expected to cover the total value of the property. Have you been in touch with your client on this and does your client intend to obtain insurance?

Please let us know as soon as possible.

Thanks,

Brandon

From: Laila Masud
Sent: Thursday, February 18, 2021 2:41 PM
To: Brandon Iskander <BIskander@shulmanbastian.com>
Cc: Ed Hays <EHays@MarshackHays.com>; Layla Buchanan <LBuchanan@marshackhays.com>; Anne Marie Vernon <AVernon@shulmanbastian.com>
Subject: Re: Nasr 6:19-bk-10263-SY - 1038 McCall Drive, Corona, CA 92881

Brandon:

Did you ask the first lienholder if they have forced-place insurance?

I'll check with our client and see what he would like to do.

Laila

From: Brandon Iskander <BIskander@shulmanbastian.com>
Date: Thursday, February 18, 2021 at 2:38 PM
To: Laila Masud <LMasud@marshackhays.com>
Cc: Ed Hays <EHays@MarshackHays.com>, Layla Buchanan <LBuchanan@marshackhays.com>, Anne Marie Vernon <AVernon@shulmanbastian.com>
Subject: RE: Nasr 6:19-bk-10263-SY - 1038 McCall Drive, Corona, CA 92881

Hi Laila,

We never heard back on this. As you may now know, Pacific Specialty has now denied coverage and has rescinded its policy. So, we need to know if your client will be obtaining insurance for his alleged interest in the McCall Drive Property. If not, then we will need to obtain the insurance and we will be surcharging your client under Section 506(c).

Please advise on whether your client intends to obtain insurance for this property.

Thanks,

Brandon

Brandon J. Iskander

Associate

biskander@shulmanbastian.com

<http://www.shulmanbastian.com>



Orange County - 100 Spectrum Center Drive, Suite 600, Irvine, CA 92618, Phone: 949-340-3400 Fax: 949-340-3000

Inland Empire - 3550 Vine Street, Suite 210, Riverside, CA 92507, Phone: 951-275-9300 Fax: 951-275-9303



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From: Brandon Iskander

Sent: Wednesday, January 13, 2021 2:25 PM

To: 'Laila Masud' <LMasud@marshackhays.com>

Cc: Ed Hays <EHays@MarshackHays.com>; Layla Buchanan <LBuchanan@marshackhays.com>; Anne Marie Vernon <AVernon@shulmanbastian.com>

Subject: RE: Nasr 6:19-bk-10263-SY - 1038 McCall Drive, Corona, CA 92881

Hi Laila,

We've been concerned about when the water damage occurred (April 2020) and Pacific Specialty's ongoing delay in providing coverage for repairs. Also, if there is no insurance covering the Guirguis lien, I think we both have a common interest in making sure that it is insured.

Your thoughts?

Brandon

From: Laila Masud

Sent: Wednesday, January 13, 2021 1:29 PM

To: Laila Masud <LMasud@marshackhays.com>

Cc: Brandon Iskander <BIskander@shulmanbastian.com>; Ed Hays <EHays@MarshackHays.com>; Layla Buchanan <LBuchanan@marshackhays.com>; Anne Marie Vernon <AVernon@shulmanbastian.com>

Subject: Re: Nasr 6:19-bk-10263-SY - 1038 McCall Drive, Corona, CA 92881

May I ask why you are asking?

Regards,
Laila Masud

On Jan 13, 2021, at 1:21 PM, Laila Masud <lmasud@marshackhays.com> wrote:

Brandon:

I checked with our client. He did not maintain any insurance for the McCall Drive Property.

Thanks.

Laila

From: Brandon Iskander <BIskander@shulmanbastian.com>
Date: Wednesday, January 13, 2021 at 12:27 PM
To: Ed Hays <EHays@MarshackHays.com>
Cc: Laila Masud <LMasud@marshackhays.com>, Layla Buchanan <LBuchanan@marshackhays.com>, Anne Marie Vernon <AVernon@shulmanbastian.com>
Subject: Nasr 6:19-bk-10263-SY - 1038 McCall Drive, Corona, CA 92881

Ed,

Your client Victor Guirguis currently has a security interest in the above-described McCall Drive Property. Does your client maintain any insurance for this property? If so, may I please have a copy of the proof of insurance?

Thanks,

Brandon

Brandon J. Iskander
Associate
biskander@shulmanbastian.com
<http://www.shulmanbastian.com>

<image001.jpg>

Orange County - 100 Spectrum Center Drive, Suite 600, Irvine, CA 92618, Phone: 949-340-3400 Fax: 949-340-3000
Inland Empire - 3550 Vine Street, Suite 210, Riverside, CA 92507, Phone: 951-275-9300 Fax: 951-275-9303

<image002.png>

<image003.png>

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EXHIBIT 6

1 D. EDWARD HAYS, #162507
ehays@marshackhays.com
2 LAILA MASUD, #311731
lmasud@marshackhays.com
3 MARSHACK HAYS LLP
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5 Facsimile: (949) 333-7778

6 Attorneys for Creditor and Party in Interest,
VICTOR LOUIS GUIRGUIS

7 DONALD W. REID, #281743
8 don@donreidlaw.com
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9 PO Box 2227
Fallbrook, California 92088
10 Telephone: (951) 777-2460

11 Attorneys for Debtor,
GEORGE W. NASR

12 UNITED STATES BANKRUPTCY COURT
13
14 CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION

15
16 IN RE
17 GEORGE W. NASR,
aw American General Private Security Corp.,
18 aw A&G Uniform Inc.,
19 DEBTOR.

Case No. 6:19-bk-10263-SY

Chapter 7

MOTION TO COMPEL ABANDONMENT
OF ESTATE'S INTEREST IN REAL
PROPERTY LOCATED AT 1038 MCCALL
DR. CORONA, CALIFORNIA;
MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATIONS OF
D. EDWARD HAYS, DONALD W. REID,
GEORGE NASR, VICTOR L. GUIRGUIS,
DAVID HAYWARD, AND CYNTHIA
QUINTEROS IN SUPPORT

Date: March 25, 2021
Time: 9:30 a.m.
Courtroom: 302

20
21
22
23
24
25
26 TO THE HONORABLE SCOTT H. YUN, UNITED STATES BANKRUPTCY JUDGE, THE
27 OFFICE OF THE UNITED STATES TRUSTEE, TRUSTEE, AND ALL INTERESTED PARTIES:
28

1 Victor Louis Guirguis (“Mr. Guirguis” or “Creditor”), and George Nasr (“Debtor” or Mr.
2 Nasr”) respectfully move this Court for an order compelling abandonment of the Estate’s interest in
3 residential real property that has suffered significant uninsured damage (“Motion”).

4 **1. Summary of Argument**

5 A party in interest may move to compel abandonment if an estate asset is of burdensome or
6 inconsequential value. In this case, the estate has an interest in Debtor’s residential real property
7 located at 1038 McCall Dr. Corona, California (“Property”). Post-petition, the Property sustained
8 massive, *uninsured* water damage leaving it uninhabitable and a state of disrepair. Two current
9 appraisals value the property at \$385,000 to \$395,000. The principal balance secured by the first-in-
10 priority deed of trust is \$390,730.09. Thus, even though the Trustee is currently seeking to avoid and
11 recover the secured-in-priority deed of trust which secures a claim of \$360,487 the property is worth
12 less than what is owed to the undisputed first lien holder.

13 While the bankruptcy was pending, Debtor obtained property insurance which was in place at
14 the time of the water damage. The carrier, however, has rescinded the policy and has refused to pay
15 for the necessary repairs. The Trustee did not have insurance. Because of the significant damage and
16 mold, the Property is uninhabitable and there is no viable path to repairing it. Unless the Trustee
17 commits to spending the hundreds of thousands of dollars necessary to repair the Property, it should
18 be abandoned so that the Debtor and the second lien holder can work to repair the Property.

19 **2. Factual Background**

20 **1. The Bankruptcy Filing**

21 Over two years ago, on January 11, 2019 (“Petition Date”), George W. Nasr (“Debtor”) filed
22 a voluntary petition seeking relief under Chapter 7 of Title 11 of the United States Code. Lynda T.
23 Bui was appointed the Chapter 7 Trustee (“Trustee”) of the bankruptcy estate (“Estate”). On the
24 same day, Debtor filed his schedules and statement of financial affairs (“Schedules”).¹

25 In his Schedule A/B, Debtor listed an ownership interest in real property located at 1038
26
27

28 ¹ True and correct copies of Debtor’s Schedules are attached to the Declaration of George Nasr
 (“Nasr Dec.”) as **Exhibit “1.”**

1 McCall Drive, Corona, California (“Property”), with a scheduled value of \$755,747.00. See
2 Declaration of D. Edward Hays (“Hays Dec.”) ¶¶8-10; *see also*, Nasr Dec., Ex 1.

3 In his Schedule D, Debtor listed two liens against the Property. The first lien was held by
4 Flagstar Bank² in the amount of \$407,089.90 (“Mortgage Lien”). *Id.* The second lien is held by Mr.
5 Guirguis in the amount of \$300,000 (“Guirguis Lien”). *Id.*

6 In his Schedule C, Debtor claims a \$100,000 homestead exemption in the Property pursuant
7 to Cal. Civ. Proc. Code § 704.730 (“Exemption”). *Id.*

8 On June 10, 2019, as Dk. No. 27, Trustee filed a complaint seeking to avoid, recover, and
9 preserve as a fraudulent transfer the Guirguis Lien, initiating adversary case no. 6:19-ap-01088-SY
10 (“Adversary Proceeding”). Hays Dec., ¶12.

11 On September 16, 2019, Mr. Guirguis filed a secured proof of claim in the amount of
12 \$360,487.92 based on the Guirguis Lien (“POC #15”). Hays Dec., ¶13.

13 On January 14, 2020, as Dk. No. 62, the Trustee filed a Motion to Disallow Debtor’s Claim
14 of Homestead Exemption in Real Property of the Estate and for Turnover Order (“Exemption
15 Objection”). Hays Dec., ¶11.

16 The Adversary Proceeding and Exemption Objection remain pending.

17 **2. The Property, Marketing Efforts, Subsequent Water Damage**
18 **Making It Uninhabitable, Insurance Refusal to Cover Repairs, and**
19 **Recent Property Appraisals**

20 The Property is a two-story, five-bedroom, four-bath single family residence. The Property is
21 listed as Debtor’s residence in his schedules. *See* Nasr Dec., Ex. 1.

22 On or about November 2019, Debtor obtained a post-petition insurance policy on the
23 Property with Pacific Specialty Insurance Company (“Pacific Insurance” or “Pacific Specialty”). *See*
24 Nasr Dec., at ¶8.

25 On January 1, 2020, as Dk. No. 60, Trustee filed an application to employ Pro Realty Group
26 as Real Estate Broker (“Broker”) to market and sell the Property with a proposed listing price of
27

28 ² Servicer for Mortgage Lien is Community Loan Servicing, LLC.

1 \$730,000. *See* Dk. No. 60 at 2-3. Trustee believed that notwithstanding the Adversary Proceeding,
2 the Property could result in a price “in excess of both the Mortgage Lien and the Guirguis Lien.” *Id.*
3 at 2. On January 29, 2020, as Dk. No. 71, the Court entered an order approving Trustee’s application
4 to employ the Broker.

5 Between January 29, 2020, and April 28, 2020, no offers on the Property were made known
6 to creditors by the Trustee. *See* Guirguis Dec., at ¶7.

7 On or about April 28, 2020, and while Debtor was away from the Property, a water supply
8 line to a toilet in one of the upstairs bathrooms burst causing the Property to sustain substantial water
9 damage to its flooring, walls, and Debtor’s personal property in the first and second floors. *See* Nasr
10 Dec. at ¶9.³ The water damage and resulting mold made the Property uninhabitable and required
11 Debtor to move out. *Id.*

12 On the morning of April 29, 2020, Debtor discovered the flood and immediately tendered a
13 loss claim with Pacific Specialty for the water damage. *Id.* at ¶10.

14 On or about June 22, 2020, Pacific Insurance obtained an assessment of the cost to repair the
15 Property, which estimated the cost of materials to repair the property to be \$222,944.76. A true and
16 correct copy of the restoration quote produced by Pacific Insurance pursuant to the Insurance
17 Subpoena⁴ is attached to the Reid Dec. as **Exhibit “3.”** Debtor believes an additional \$150,000 for
18 labor and services will be necessary to bring the Property back to “good condition.” Nasr Dec., at
19 ¶15. The outstanding principal balance secured by the first-in-priority deed of trust is \$390,730.09
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22 ³ The cause of the flood has been corroborated by Pacific Insurance’s investigation into the claim.
23 On or about September 15, 2020, the Trustee served a subpoena upon Pacific Insurance requesting
24 the production of all documents relating to the Property and its investigation of the insurance claim
25 (the “Insurance Subpoena”). Thereafter, the Trustee stipulated she would produce to Debtor all
26 documents she received from Pacific Insurance pursuant to the Insurance Subpoena. In November
27 2020, Pacific Insurance produced documents to the Trustee in response to the Insurance Subpoena
28 who, in turn, produced those documents to Debtor. Included among the documents produced by
Pacific Insurance was a Level III inspection report of the burst water supply line, which found that a
product failure was the cause for the flood. A true and correct copy of the Level III inspection report
obtained by Pacific Insurance and produced to the Trustee and Debtor pursuant to the Insurance
Subpoena is attached to the Declaration of Don Reid (“Reid Dec.”) as **Exhibit “2”**.

⁴ *Supra*, fn. 3.

1 pursuant to Debtor’s most recent Mortgage Statement, dated January 18, 2021. A true and correct
2 copy of the January 2021 Mortgage Statement is attached to the Nasr Declaration as **Exhibit “4.”**

3 On February 5, 2021, Pacific Insurance notified Debtor that it rescinded the policy and would
4 not cover the damages to the Property because Debtor failed to disclose the Adversary Proceeding as
5 a “open/pending liability and or property claim” for the Property in his insurance application. A true
6 and correct copy of Pacific Insurance Letter is attached to the Reid Dec. as **Exhibit “5.”**

7 To determine the value of the Property in its current condition, Debtor and Creditor each
8 obtained two separate appraisals for the Property in its current, damaged condition:

- 9 - The first appraisal report, dated February 13, 2021, provided by the Hayward Appraisal
10 Company appraised the Property at \$385,000. A true and correct copy of the Hayward
11 Appraisal Report is attached to the Declaration of David Hayward as **Exhibit “6.”**
- 12 - The second appraisal report, dated February 20, 2021, by Cynthia Quinteros, a California
13 Certified General Appraiser, places the value of the Property at \$395,000. A true and
14 correct copy of the Quinteros Appraisal Report is attached to the Declaration of Cynthia
15 Quinteros as **Exhibit “9.”** (collectively, the “Appraisals”)

16 As noted in the Appraisals, excluding the interior damage, the landscaping of the Property
17 also is in poor condition and the pool and spa are drained and are in need of repair.⁵ See Exs. 6, 9.
18 Moreover, since the flood damage, the Property has remained vacant and uninhabitable due to mold.
19 To date, and to the best of Creditor’s and Debtor’s knowledge, Trustee has not obtained a ready
20 buyer for the Property since the real estate agent was first employed 14 months ago. See Guirguis
21 Dec. at ¶11; see also, Nasr Dec., at ¶15.

22 As set forth above, the value of the Property in its current moldy condition is \$385,000-
23 \$395,000 due to substantial water damage. At this range of values, the Property likely cannot be sold
24 for enough to even pay the \$390,000 owed on the first deed of trust.

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28 ⁵ The landscaping and pool damage are natural consequences of the water supply to the Property
being shut down following the flood. Nasr Dec., at ¶9.

1 The Property is also burdensome because (1) Pacific Insurance has refused to cover the loss
2 and pay for the repairs needed to restore the Property back to its previous value, (2) the Trustee lacks
3 insurance that could repair the significant damage to the Property, (3) the Trustee does not have
4 funds necessary to service the first mortgage to keep it from becoming larger from unpaid interest,
5 (4) the Trustee does not have the funds to keep the vacant property from becoming a liability to the
6 estate as an attractive nuisance; and (5) the Property has been vacant and in disrepair for almost a
7 year and poses a health and safety risk to any who enters. Good cause thus exists to compel
8 abandonment. Once abandoned, Debtor and Creditor will be forced to pay for repairs, pursue costly
9 insurance litigation, or allow the Property to be lost in foreclosure.

10 **3. Legal Authority**

11 **A. The Property is of inconsequential value and benefit to the Estate**

12 A trustee appointed to administer an estate in chapter 7 bankruptcy proceedings is charged by
13 statute with “collect[ing] and reduc[ing] to money the property of the estate.” 11 U.S.C. § 704. It is
14 “the trustee’s duty to maximize the assets of the bankruptcy estate to allow maximum recovery for
15 the debtor’s creditors.” *See In re Feiler*, 218 F.3d 948, 952 (2000). Property, however, may be
16 abandoned, rather than reduced to money, if the encumbrances on the property render it valueless to
17 unsecured creditors after the encumbrances and administrative costs are satisfied. *In re Bolden*, 327
18 B.R. 657, 667 (C.D. Cal. 2005) (stating the principal of abandonment was developed to protect
19 bankruptcy estates from the costs and burdens of administering property when such administration
20 could not conceivably benefit unsecured creditors). Pursuant to 11 U.S.C. § 554(b), “on request of a
21 party in interest and after notice and a hearing, the court may order the trustee to abandon any
22 property of the estate that is burdensome to the estate or that is of inconsequential value and benefit
23 to the estate.” 11 U.S.C. § 554(b). To that end, a movant bears the burden of proving that the
24 bankruptcy estate’s interest in the property is of inconsequential value and benefit to the estate. *In re*
25 *Garcia*, 521 B.R. 680, 686 (Bankr. D. Idaho, 2014).

26 On the Petition Date, Debtor scheduled the Property with a value of \$755,747, encumbered
27 by two liens totaling approximately \$700,000. *See* Ex. 1. Almost a year after the Petition Date,
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1 Trustee sought out a broker, who inspected the Property and agreed to list the Property at a
2 “conservative” price of \$730,000. *See* Dk. No. 60 at 3. The Property was on the market for three
3 months and no offers on the Property were made known to movants by the Trustee. *See* Guirguis
4 Decl. ¶ 3; *see also*, Nasr Dec. ¶15. The Property thereafter sustained substantial water damage from
5 a burst water supply line in one of the upstairs bathrooms. *See* Guirguis Decl. ¶9; *see also*, Nasr Dec.
6 ¶8. Although Debtor submitted a claim to Pacific Insurance on the policy he took out post-petition,
7 Pacific Insurance initiated a lengthy investigation on the cause of the water leak and 9-10 months
8 later, denied Debtor’s loss claim, refused to pay for any repairs to the Property because Debtor’s
9 initial insurance application contained a “material representation” that there were no open claims
10 against the Property in light of the pending bankruptcy and Adversary Proceeding. *See* Ex. 5. Indeed,
11 Pacific Insurance rescinded the policy and will not cover any damages to the Property. *Id.* Moreover,
12 the cost to repair the Property is estimated to be at least \$223,000 (plus additional labor costs). *See*
13 Ex. 5. Absent repair, two independent appraisals of the Property in its current condition assess the
14 Property’s value at \$385,000 and \$395,000. *See* Exs. 6, 9.

15 Assuming a cost of sale at 8% and payment of the Mortgage and Guirguis Liens from the
16 proceeds, there would be no net proceeds realized from the sale of the Property “as is.” This is
17 *exclusive* of any administrative costs and payment of Debtor’s \$100,000 claimed homestead
18 exemption. This information is summarized below:

Sale Price	\$385,000.00	\$395,000.00
Cost of Sale (8%)	\$30,800.00	\$31,600.00
Mortgage Lien	\$395,826.23	\$395,826.23
Guirguis Lien	\$360,487.92	\$360,487.92
Net Proceeds	-\$402,114.15	-\$392,914.15

23 Even if the Trustee were successful in its Adversary Proceeding to avoid and recover the
24 Guirguis Lien and thereafter succeed in disallowing Debtor’s \$100,000 claimed homestead, the sale
25 of the Property in its current damaged condition would still not yield any benefit to creditors.

Sale Price	\$385,000.00	\$395,000.00
Cost of Sale (8%)	\$30,800.00	\$31,600.00
Mortgage Lien	\$395,826.23	\$395,826.23
Net Proceeds	-\$41,626.23	-\$32,426.23

1 Note that the Net Proceeds do not include the Trustee’s additional legal expenses necessary to
2 prevail in the Adversary Proceeding and Exemption Objection.

3 Plainly put, the sale of the Property at the current appraised values is insufficient to cover the
4 Mortgage Lien and then any portion of the Guirguis Lien and administrative costs. On the contrary,
5 Trustee’s efforts to market and sale the Property “as is,” without expending any money to repair the
6 Property, would only incur administrative expenses and deplete whatever funds the Trustee has in
7 her possession that would otherwise be available for distribution to creditors. Should Trustee decide
8 to allocate a portion of said funds to repair the Property in the hopes of selling it for greater value,
9 the Trustee would also need to continue to incur administrative expenses litigating the Adversary
10 Proceeding, succeed in avoiding the Guirguis Lien, and move to disallow Debtor’s \$100,000
11 homestead exemption for there to be a *potential* benefit to creditors of the estate from the subsequent
12 sale of the Property.

13 As set forth above, the encumbrances on the Property and the current value of the Property
14 render it valueless to the estate, where the sale of the Property at the current assessed value is not
15 enough to cover the encumbrances and any administrative costs. *See e.g. In re Backford*, 2018
16 Bankr. LEXIS 796 (Bankr. D. Conn. Mar. 20, 2018) (granting secured creditor relief under section
17 554(b), finding property with fair market value of \$70,000, encumbered by a secured lien of
18 \$195,445.23 was of no value to the estate); *In re Strasberg*, 2018 Bankr. LEXIS 1610 (Bankr. D.
19 Nev. Mar. 12, 2018) (finding grounds for abandonment proper where value of claimed exemption
20 alone exceeded the value of the residence). As such, the Court should order Trustee to abandon the
21 Estate’s interest, if any, in the Property.

22 **B. The Property is also burdensome to the Estate**

23 Under 11 U.S.C. § 554(b), the court may order the trustee to abandon any property of the
24 estate that is burdensome to the estate. *See* 11 U.S.C. § 554(b).

25 In this case, the Property is not only of no value to the Estate in light of the massive
26 depreciation in value due and the fact that it is currently uninhabitable in light of the water damage,
27 but the Property is also burdensome to the Estate for several reasons:
28

1 First, Pacific Specialty has refused to cover Debtor’s loss and pay for the repairs needed to
2 restore the Property back to value. *See*, Reid Dec., Ex. 5.

3 Second, the Trustee is likely to incur expenses to maintain and preserve/or restore to status
4 quo the Property which will necessarily deplete any funds that would otherwise be available to repay
5 creditors. The cost of repairs was estimated to be at least \$223,000, which is a significant expense to
6 restore a property that may nevertheless not provide a sufficient benefit to creditors upon the sale of
7 the Property. *See*, Reid Dec., Ex. 3.

8 Third, the Property has been vacant and in disrepair for almost a year and poses a health and
9 safety risk to anyone who enters. The Property sustained significant water damage from the leaky
10 toilet fitting, and while Debtor acted quickly to mitigate the damages, the Property has mold and
11 poses a health hazard. Additionally, the pool and spa on the Property were emptied, are in need of
12 repairs, and are an attractive nuisance, which exposes the estate to liability and unnecessary risk.

13 **C. Order of Abandonment**

14 Under 11 U.S.C. § 554(b), “*on request of a party in interest and after notice and a hearing*,
15 the court may order the trustee to abandon any property of the estate that is burdensome to the estate
16 or that is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(b). The party moving
17 for an order to abandon property must serve the motion on the trustee. Fed. R. Bankr. P. 6007(b).

18 Here, Mr. Guirguis, as a creditor and party in interest, and Debtor will give notice of the
19 Motion for an order for Trustee to abandon the Property under 11 U.S.C. § 554(b) to Trustee and all
20 interested parties. Based on the fact that proper notice will have been given and the fact that the
21 Property is of no value and benefit to the Estate, Mr. Guirguis and Debtor respectfully request that
22 an order be entered abandoning the Property.

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1 **4. Conclusion**

2 Based on all of the above, Mr. Guirguis and Ms. Nasr respectfully requests this Court enter
3 an order compelling abandonment of the Estate's interest in the Property and for such other and
4 further relief as the Court deems just.

5
6 Dated: March 4, 2021

MARSHACK HAYS LLP

/s/ D. Edward Hays

7 BY: _____

8 D. EDWARD HAYS

9 LAILA MASUD

Attorneys for Creditor,

10 VICTOR LOUIS GUIRGUIS

11 Dated: March 4, 2021

LAW OFFICE OF DONALD W. REID

12
13 BY: _____

14 DONALD W. REID

Attorney for Debtor,

15 GEORGE W. NASR
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Declaration of D. Edward Hays

I, D. EDWARD HAYS, say and declare as follows:

1. I am an individual over 18 years of age and competent to make this Declaration.

2. If called upon to do so, I could and would competently testify as to the facts set forth in this Declaration.

3. The facts set forth below are true of my personal knowledge.

4. I am an attorney at law duly admitted to practice before this Court and all courts of the State of California.

5. I am a partner in the law firm of Marshack Hays LLP, attorneys of record for Creditor Victor Louis Guirguis (“Mr. Guirguis” or “Creditor”).

6. I reviewed the docket in this case prior to execution of this Declaration to refresh my memory as to the dates on which particular documents were filed.

7. I make this Declaration in support of Creditor’s and Debtor’s Motion for Abandonment of Real Property (“Motion”).

8. In his Schedule A/B, Debtor listed an ownership interest in real property located at 1038 McCall Drive, Corona, California (“Property”), with a scheduled value of \$755,747.00.

9. In his Schedule D, Debtor listed two liens against the Property. The first lien is held by Flagstar Bank in the amount of \$407,089.90 (“Mortgage Lien”). The second lien is held by Mr. Guirguis in the amount of \$300,000 (“Guirguis Lien”).

10. In his Schedule C, Debtor claimed a \$100,000 homestead exemption in the Property pursuant to Cal. Civ. Proc. Code § 704.730 (“Exemption”).

11. On January 14, 2020, as Dk. No. 62, the Trustee filed a Motion to Disallow Debtor’s Claim of Homestead Exemption in Real Property of the Estate and for Turnover Order (“Motion”). The Motion has been continued from time to time and the Court has not yet ruled on it.

12. On June 10, 2019, as Dk. No. 27, Trustee filed a complaint seeking to avoid, recover, and preserve as a fraudulent transfer the Guirguis Lien, initiating adversary case no. 6:19-ap-01088-SY (“Adversary Proceeding”).

Declaration of Donald W. Reid

I, DONALD W. REID, say and declare as follows:

1. I am an individual over 18 years of age and competent to make this Declaration.

2. If called upon to do so, I could and would competently testify as to the facts set forth in this Declaration.

3. The facts set forth below are true of my personal knowledge.

4. I am an attorney at law duly admitted to practice before this Court and all courts of the State of California.

5. I am the principal attorney at the Law Office of Donald W. Reid, attorneys of record for Debtor George Nasr (“Debtor” or “Mr. Nasr”).

6. I reviewed the docket in this case prior to execution of this Declaration to refresh my memory as to the dates on which particular documents were filed.

7. I make this Declaration in support of Debtor’s and Creditor’s Motion for Abandonment of Real Property (“Motion”).

8. On or about September 15, 2020, the Trustee served a subpoena upon Pacific Specialty Insurance Company (“Pacific Insurance”) requesting the production of all documents relating to the Property or its investigation of the insurance claim (“Insurance Subpoena”). On or about October 9, 2020, myself, on behalf of Debtor, and Brandon Iskander, on behalf of the Trustee, stipulated that the Trustee would produce to Debtor all documents she received from Pacific Insurance pursuant to the Insurance Subpoena.

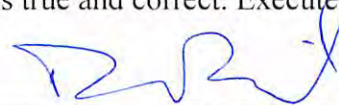
9. On or about November 20, 2020, Pacific Insurance produced documents to the Trustee in response to the Insurance Subpoena. Thereafter, on or about November 30, 2020, Mr. Iskander produced those documents to me, including a Level III inspection report of the burst water supply line finding that a product failure was the cause for the flood. A true and correct copy of the Level III inspection report obtained by Pacific Insurance and produced to the Trustee and Debtor pursuant to the Insurance Subpoena is attached as **Exhibit “2”**.

10. On or about June 22, 2020, Pacific Insurance obtained an assessment of the cost to

1 repair the Property, which estimated the cost of materials to repair the property to be \$222,944.76. A
2 true and correct copy of the restoration quote produced by Pacific Insurance to the Trustee and
3 Debtor pursuant to the Insurance Subpoena as **Exhibit "3."**

4 11. On February 5, 2021, Pacific Insurance delivered a letter to me stating that it decided
5 to rescind Ms. Nasr's policy and would not cover the damages to the Property. A true and correct
6 copy of Pacific Insurance Letter is attached as **Exhibit "5."**

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8 I declare under penalty of perjury that the foregoing is true and correct. Executed on March 4, 2021.

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Donald W. Reid

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Declaration of George Nasr

I, George Nasr, say and declare as follows:

1. I am an individual over 18 years of age and competent to make this Declaration.

2. If called upon to do so, I could and would competently testify as to the facts set forth in this Declaration.

3. I am the debtor in case no. 6:19-bk-10263-SY (“Bankruptcy Case”).

4. I have knowledge, upon information and belief, of the facts stated in this Declaration. If called upon to do so, I could and would competently testify to these facts.

5. All terms not defined herein are used as they are defined in the Motion.

6. Prior to filing bankruptcy, I lived at real property located at 1038 McCall Drive, Corona, California (“Property”). The Property is a two-story, five-bedroom, four-bath single family residence.

7. Attached as **Exhibit “1”** are true and correct copies of my Schedules and Statements files in the Bankruptcy Case.

8. On or about November 2019, I obtained a post-petition insurance policy on the Property with Pacific Specialty Insurance Company (“Pacific Insurance”) after my pre-petition insurance policy was not renewed by the insurer due to wildfire risk.

9. On or about April 28, 2020, and while I was away from the Property, a water supply line to a toilet in an upstairs bathroom burst causing the Property to sustain substantial water damage to its flooring, walls, and my personal property in the first and second floors.

10. On the morning of April 29, 2020, when I returned home, I discovered the flood and immediately called a flood restoration company to mitigate the damage. I also immediately tendered a loss claim with Pacific Insurance. The water damage and resulting mold (even after the efforts of the flood restoration company) made the Property uninhabitable and required me to move out.

11. After the flood, the water supply to the Property was shut off to prevent another flood, especially I was no longer visiting the Property more than once a week to pick up mail.

1 flood, especially I was no longer visiting the Property more than once a week to pick up mail.
2 As a result, the landscaping and pool equipment have suffered without water supply.

3 12. Pursuant to my most recent Mortgage Statement, dated January 18, 2021, the
4 outstanding principal balance on the mortgage for the Property is \$390,730.09. A true and
5 correct copy of the January 2021 Mortgage Statement is attached as **Exhibit "4."**

6 13. On February 5, 2021, Pacific Specialty reported to me that it rescinded the policy
7 and would not cover the damages to the Property. A true and correct copy of Pacific Insurance
8 Letter that was sent to my attorney Don Reid is attached as **Exhibit "5."**

9 14. To determine the value of the Property in its current condition, I obtained an
10 appraisal report for the Property by Cynthia Quinteros, a California licensed real estate appraiser.

11 15. Since the accident, I have not been able to live in the Property and it has remained
12 uninhabitable and vacant due to mold and other damage. I believe an additional \$150,000 for
13 labor and services will be necessary to bring the Property back to "good condition."

14 16. To date, and to the best of my knowledge, Trustee has not obtained a ready buyer
15 for the Property since the real estate agent was first employed 14 months ago.

16 I declare under penalty of perjury that the foregoing is true and correct. Executed on March
17 4, 2021.

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20 GEORGE NASR

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Declaration of Victor L. Guirguis

I, Victor L. Guirguis, say and declare as follows:

1. I am an individual over 18 years of age and competent to make this Declaration.

2. If called upon to do so, I could and would competently testify as to the facts set forth in this Declaration.

3. I am a creditor and party in interest of the bankruptcy estate (“Estate”) of George W. Nasr (“Debtor”).

4. As set forth in my proof of claim, Debtor owes me approximately \$360,000 secured by a second-in-priority deed of trust recorded against the Property.

5. I have knowledge, upon information and belief, of the facts stated in this Declaration. If called upon to do so, I could and would competently testify to these facts.

6. All terms not defined herein are used as they are defined in the Motion.

7. Between January 29, 2020 and April 28, 2020, no offers on the Property were made known to me or my counsel by the Trustee.

8. On or about April 28, 2020, the Property sustained substantial water damage.

9. In order to understand the current value of the Property, I contacted David Hayward to perform a formal appraisal of the Property.

10. Given the pending Adversary Proceeding seeking to avoid my lien, I have no intention to spend any money towards renovating the Property.

11. To date, and to the best of my knowledge, Trustee has not obtained a ready buyer for the Property since the real estate agent was first employed 14 months ago.

12. Based on my understanding of the appraised value of the Property, I respectfully request that the Court order the Trustee to abandon the Estate’s interest, if any, in the Property.

I declare under penalty of perjury that the foregoing is true and correct. Executed on March 4, 2021.



VICTOR L. GUIRGUIS

Declaration of David Hayward

I, DAVID HAYWARD, declare as follows:

1. I am an individual over 18 years of age and competent to make this Declaration.
2. If called upon to do so, I could and would competently testify as to the facts set forth in this Declaration.
3. The facts set forth below are true of my personal knowledge.
4. I am an appraiser engaged by Mr. Victor Louis Guirguis to provide an appraisal for the real property located at 1038 McCall Drive, Corona, California (“Property”).
5. I make this Declaration in support of the Motion for Order re: Abandonment of the Property.
6. I received a Master’s Degree from the University of Southern California in 2000, with an emphasis in appraisal.
7. I am a State-certified General Appraiser.
8. I am qualified and licensed to provide residential appraisals.
9. I am the President of The Hayward Appraisal Company and have over 30 years of experience as a real estate appraiser in the general Los Angeles and Orange County metropolitan areas during which I have appraised over 2000 residential properties. A true and correct copy of my CV is attached as **Exhibit “7.”**
10. I prepared the attached appraisal on February 13, 2021, which lists the value of the Property as \$365,000. In reaching this conclusion, I researched comparable sales in the area and completed a comprehensive appraisal. A true and correct copy of the appraisal is attached hereto as **Exhibit “6.”**
11. I am familiar with all of the real estate assets discussed in the February 13, 2021, appraisal.
12. The values set forth in the RERC Appraisals are “market values.” This means that these values reflect the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and

1 knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition
2 is the consummation of a sale as of a specified date and the passing of title from seller to buyer
3 under conditions whereby: the buyer and seller are typically motivated; both parties are well
4 informed or well advised, and acting in what they consider their best interests; a reasonable time is
5 allowed for exposure in the open market; payment is made in terms of cash in United States dollars
6 or in terms of financial arrangements comparable thereto; and the price represents the normal
7 consideration for the property sold unaffected by special or creative financing or sales concessions
8 granted by anyone associated with the sale.

9 13. Based on the analysis set forth in the appraisal and my professional experience it is
10 my opinion that the market value of the Property in its current damaged condition was \$385,000 as
11 of February 13, 2021.

12 I declare under penalty of perjury that the foregoing is true and correct. Executed on
13 March __, 2021.

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15 [To Be Filed Under Separate Cover]

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DAVID HAYWARD

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Declaration of Cynthia Quinteros

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2 I, Cynthia Quinteros, declare as follows:
3 1. I am an individual over 18 years of age and competent to make this Declaration.
4 2. If called upon to do so, I could and would competently testify as to the facts set forth
5 in this Declaration.
6 3. The facts set forth below are true of my personal knowledge.
7 4. I am an appraiser engaged by Mr. George Nasr to provide an appraisal for the real
8 property located at 1038 McCall Drive, Corona, California (“Property”).
9 5. I make this Declaration in support of the Motion for Order re: Abandonment of the
10 Property.
11 6. I have been a licensed real estate appraiser with the California Bureau of Real Estate
12 Appraisers since May 1992. My license number is 005665.
13 7. I am qualified and licensed to provide residential appraisals.
14 8. I am the owner and chief appraiser for JTC Appraisals. I have over 20 years of
15 experience as a real estate appraiser in Orange, Riverside, Los Angeles, and San Bernardino
16 Counties. I am Proficient in the appraisal of single family residences, condos, 2-4 unit properties,
17 conventional appraisal, FHA appraisal, REO appraisal, field reviews, desktop reviews, forensic
18 appraisal and appraisal review, drive by reports and various valuation products. A true and correct
19 copy of my CV is attached hereto as **Exhibit “8.”**
20 9. I prepared the attached appraisal on February 20, 2021, which lists the value of the
21 Property as \$395,000. In reaching this conclusion, I researched comparable sales in the area and
22 completed a comprehensive appraisal. A true and correct copy of the appraisal is attached hereto as
23 **Exhibit “9.”**
24 10. I am familiar with all of the real estate assets discussed in the February 20, 2021,
25 appraisal.
26 11. The values set forth in the RERC Appraisals are “market values.” This means that
27 these values reflect the most probable price that a property should bring in a competitive and open
28

1 market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and
2 knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition
3 is the consummation of a sale as of a specified date and the passing of title from seller to buyer
4 under conditions whereby: the buyer and seller are typically motivated; both parties are well
5 informed or well advised, and acting in what they consider their best interests; a reasonable time is
6 allowed for exposure in the open market; payment is made in terms of cash in United States dollars
7 or in terms of financial arrangements comparable thereto; and the price represents the normal
8 consideration for the property sold unaffected by special or creative financing or sales concessions
9 granted by anyone associated with the sale.

10 12. Based on the analysis set forth in the appraisal and my professional experience it is
11 my opinion that the market value of the Property in its current damaged condition was \$395,000 as
12 of February 20, 2021.

13 I declare under penalty of perjury that the foregoing is true and correct. Executed on
14 March 4, 2021.

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17 CYNTHIA QUINTEROS
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Community Loan Servicing, LLC
 P.O. Box 740410
 Cincinnati, OH 45274-0410
 www.communityloanservicing.com

1.800.457.5105

Mortgage Statement
 Statement Date: 01/18/21

6880

+ 1993476 000005880 5201
 George Nasr
 PO Box 77713
 Corona, CA 92877-0123



Account Number	2827014
Payment Date	02/01/21
Total Amount	\$35,862.75

Bankruptcy Message

Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy. We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt against you. If you want to stop receiving statements, write to us at Community Loan Servicing, LLC Billing Statement Opt In/Opt Out PO Box 331409 Miami FL 33233-1409.

Account Information

Outstanding Principal Balance †‡	\$390,730.09
Interest Rate	3.875%
Escrow Balance	-\$12,439.92
Prepayment Penalty	N
Unapplied Funds	\$362.67

Explanation of Payment Amount

Principal	\$1,330.88
Interest	\$1,211.23
Escrow (Taxes and Insurance)	\$859.44
Regular Monthly Payment	\$3,401.55
Fees & Charges Assessed*	\$0.00
Unpaid Past Payments**	\$32,461.20
Total Amount***	\$35,862.75
Forbearance Plan****	\$0.00

‡Payments will be applied in order that they become due (oldest first) unless bankruptcy or other court ordered payment plan is in place.
 *Fees and Charges Assessed are comprised of Recoverable Corporate Advances, Late Fee and NSF Fees assessed since the last billing cycle.
 **Unpaid Past Payments is the sum of the unpaid balances for Principal and Interest, Escrow and Fees & Charges.
 ***The Total Amount shown may not include recoverable fees not yet charged to the account, and may not include unapplied funds/totals not yet applied to the account.
 ****The Explanation of Payment Amount reflects both the contractual and agreed upon loss mitigation payment amounts. Regardless of the agreed loss mitigation, payments received are applied pursuant to the original loan contract.

Transaction Activity (12/17/20 to 01/18/21)

Date	Description	DEBITS	CREDITS
12/31	Interest on Escrow Deposit		0.25
01/04	Escrow Advance Repay	0.25	

Past Payments Breakdown

	Paid Last Bill	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (for Taxes & Insurance)	\$0.00	\$0.00
Fees & Charges	\$0.00	\$0.00
Partial Payment (Unapplied) †‡	\$0.00	\$362.67
Total	\$0.00	\$362.67

****Account History****

The mortgage payments are late failure to bring the loan current may result in fees being assessed to the loan. The mortgage is 352 days delinquent.
 Recent Account History:
 Payment: 08/01/20: Unpaid balance of \$2,542.11
 Payment: 09/01/20: Unpaid balance of \$2,542.11
 Payment: 10/01/20: Unpaid balance of \$2,542.11
 Payment: 11/01/20: Unpaid balance of \$2,542.11
 Payment: 12/01/20: Unpaid balance of \$3,401.55
 Payment: 01/01/21: Unpaid balance of \$3,401.55
 Current payment 02/01/21: \$3,401.55
Total: \$35,862.75

Important Messages

†‡ **Partial Payments:** Any partial payment that is made is not applied to the mortgage payment, but instead is held in a separate suspense account. If the balance of a partial payment is paid, the funds will then be applied to your mortgage.

If you are experiencing Financial Difficulty: See Back for information about mortgage counseling or assistance.

Our records indicate an active Forbearance with the plans next payment date on 04/09/20.

†This is the Principal Balance only, not the amount required to pay the loan in full. Please contact Customer Service at 1.800.457.5105 for an exact payoff balance.

COMMUNITY LOAN SERVICING, LLC
 PO BOX 740410
 CINCINNATI, OH 45274-0410

Please include the loan number on your check. If we cannot clearly associate the check with a single loan, it may delay or prohibit us from crediting your account.

Borrower GEORGE NASR
Loan Number 2827014
Plan Amount \$0.00

If you are currently a party in a bankruptcy case and you choose to make a voluntary payment, detach and return bottom remittance portion with your payment. Make checks payable to Community Loan Servicing.

COMMUNITY LOAN SERVICING, LLC
 PO BOX 740410
 CINCINNATI, OH 45274-0410

EXHIBIT "6"



Please indicate additional funds. Excess funds received by CLS without explicit application instructions, will be posted based on CLS internal payment hierarchy, which is driven by your loan documents and/or applicable law.

Additional Principal	\$	
Additional Escrow	\$	
Other	\$	
Total Amount Sent (Please do not send cash)	\$	

Check here if your address/telephone number has changed and fill out form on reverse side.

Please do not write below this line. Servicing Code: MSP

Make check payable to Community Loan Servicing, LLC

0002827014 MSP 0000000000 0000000000 5

How to contact us

www.communityloanservicing.com

The below mailing address must be used for all Error Notices and Information Requests:

Community Loan Servicing, LLC
ATTN: Customer Support
4425 Ponce De Leon Blvd., 5th Floor
Coral Gables, FL 33146

Customer Service
 Mon – Fri 8:00 am to 9:00 pm ET
 Telephone: 1.800.457.5105
 Fax: 305.631.5660

Customer Relations
 Mon – Fri 8:00 am to 9:00 pm ET
 Telephone: 1.800.771.0299

Mail payments to:
 Community Loan Servicing, LLC
 PO Box 740410
 Cincinnati, Ohio 45274-0410

Homeowner's Insurance Inquiries
 Mon – Fri 8:00 AM – 7:00 PM ET
 Telephone: 877-826-4419
 Fax: 248-824-7960

Payoff Request:
 Community Loan Servicing, LLC
 Payoff Department
 4425 Ponce De Leon Blvd., 5th Floor
 Coral Gables, FL 33146
 Fax: 305.644.8102

Insurance or Binder:
 Community Loan Servicing, LLC, its
 successors and/or assigns
 PO Box 5933
 Troy, MI 48007-5933
 Telephone: 877.826.4419
 Fax: 248.824.7960

Real Estate Tax Bills:
 Community Loan Servicing, LLC
 Tax Department
 P.O. Box 331409
 Miami, FL 33233-1409
 Fax: 305.644.8104

For hearing/speech impaired accessibility (TTY):
 Mon – Fri 8:00 am to 9:00 pm ET
 Toll Free #877-676-1565
 DID #305-646-6440

Community Loan Servicing LLC
 Billing Statement Opt In/Opt Out
 PO BOX 331409
 MIAMI FL 33233-1409

Loss Mitigation or Workout Documents:
 Email:
 LossMitDocs@communityloanservicing.com
 Fax: 855.330.8077

When Making Calls from Outside the U.S.:
 Mon – Fri 8:00 am to 9:00 pm ET
 Phone Number: 305.646.3980

Additional Payment Methods

Please include the Community Loan Servicing LLC, loan number on all remittances.

***Western Union Quick Collect:** Code City: CLS Code State: FL
 (Locate the agent nearest you by calling 1.800.525.6313, or visiting www.westernunion.com)

***MoneyGram:** Receive Code: 13910
 1-800-555-3133; 7 days a week, 24 hours a day

***Wire:** JP Morgan Chase New York, NY
 ABA #: 021000021 Account No.: 447450847

Overnight Payment or Certified Payoff Funds: Community Loan Servicing LLC
 ATTN: Cashiering
 4425 Ponce de Leon Blvd, 5th Floor
 Coral Gables, FL 33145

****By Phone:** 1.800.457.5105

**Fees may be imposed by money transmitter.*

***Fees may be imposed by money transmitter; to the extent a fee is imposed, the fee will be \$0.25.*

For your convenience, you may have the payment automatically debited every month from the checking or savings account of your choice. To participate in Auto Pay, Community's automatic debit program, visit www.communityloanservicing.com/autopay.

Payment Handling

We reserve the right to electronically collect your eligible payment checks, at first presentment and any additional presentment, from the bank account on which the check was drawn. Our receipt of your payment check is authorization for us to collect the amount of the check electronically, or if needed by draft drawn against the bank account. Checks will be collected electronically by sending the check amount along with the check, routing and account numbers to your bank. Your bank account may be debited as early as the same day we receive your payment. The original check will be destroyed and an image maintained for our records.

Housing Counselor Information

If you would like counseling or assistance, for a list of homeownership counselors or counseling organizations in your area, you can contact the following: U.S. Department of Housing and Urban Development (HUD), go to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or call 800-569-4287. For Fannie Mae customers visit <http://www.knowyouroptions.com/> for additional information.

If you are a confirmed successor in interest of the account, unless you assume the mortgage loan obligation under state law, you are not personally liable for the mortgage debt and cannot be required to use your own assets to pay the mortgage debt.

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National Schedule of Fees

FEE DESCRIPTION	FEE AMOUNT
Appraisal – An expense charged to the loan to determine the value of the property, which includes an interior inspection of the property.	\$400.00 – \$675.00, unless prohibited by state law.
Assumption – Charge for the work involved with processing a new buyer that is assuming the terms of an existing loan.	\$0.00 – 1% of the UPB or \$250, whichever is greater.
Bankruptcy Fees and Costs*	\$0 – \$5,000
Bankruptcy Attorney Fees* – Fees charged by local counsel as a result of a bankruptcy. Varies depending on the circumstances and is not always charged to the customer's loan.	\$0 – \$50,000
BPO – An expense charged to the loan in which a broker's price opinion will be used to determine the value of a property on a delinquent loan.	\$81.00 – \$160.00, unless prohibited by state law.
Foreclosure Attorney Fees* – Fees charged by local counsel as a result of a foreclosure. Varies depending on the circumstances and is not always charged to the loan.	\$0 – \$50,000
Foreclosure Fees and Costs*	\$0 – \$5,000
Late Charge – Assessed for payments received after the due date and expiration of any applicable grace period per the loan documents.	As stated in the loan documents, subject to state law requirements.
Litigation Fees and Costs* – Varies depending on the circumstances and is not always charged to the loan.	\$0 – \$50,000.00
Non-Sufficient Funds Fee – Fee assessed on payments/checks received that are not honored due to insufficient funds.	\$0 – \$50, or maximum permitted by state law.
Partial Release – Charge for the processing the release of a portion of the mortgaged property.	Loan balance \$300,000 or less – \$0; loan balances between \$300,000 and \$750,000 – \$500; loan balance greater than \$750,000 – \$1,000
Pay-by-Phone, Web and IVR Payment Fee	\$0 – \$0.25, subject to state law and requirements.
Pre-Foreclosure Notice Registration Fee	\$0 – \$75, subject to state law requirements.
Priority Processing (Overnight Delivery) – Fee charged if expedited service is requested.	\$0 – \$15
Property Inspection	\$10 – \$15
Property Preservation Fee – An expense charged to the loan to ensure that the condition an appearance of the property are maintained satisfactorily.	\$0 – \$2,500 and \$0 – \$110 for grass cuts.
Title Search – An expense charged to the loan for a detailed examination of the historical records concerning the property.	\$0 – \$500

Other Fees Charged (And fees not included above)

Currently, no fees are assessed for the following: Amortization Schedule, Deed of Trust Copy, Document Copy, Loan History, Release Recording-Residential, Subordination and Verification of Mortgage for Third Party Requests. A prepayment penalty may be assessed against the loan under the terms of the Note.

The above contains a list of common servicing fees. The loan may incur additional fees if, for example, the loan becomes delinquent or is subject to litigation (e.g. condemnation proceeding).

***These fees will vary depending on the circumstances and is not charged to the customer's loan if not permitted by contract or applicable law.** Such fees may include, but are not limited to, court costs and attorney fees. These fees will vary with the circumstances of the case and the nature of the work performed.
Community Loan Servicing, LLC. NMLS #2469

Mortgage Scams Relief Programs

Be cautious of any notices received that the loan has been approved for a loan modification or trial plan. These may be deceptive scams from persons pretending to be us. Please verify any such information received by contacting the assigned Asset Manager or Customer Service immediately to confirm that any offer or decision comes from us.

Mortgage Loan Scam Alert

Beware of home loan rescue scams. Facing the possibility of not being able to make the mortgage payments is an unsettling time. Unfortunately, con artists often attempt to take advantage of vulnerable homeowners and may try deceptive scams where they pretend to represent Community Loan Servicing, LLC ("CLS") and allege to have a customer's best interest in mind. Please be advised that loss mitigation options and counseling do not require fees when working directly with CLS or a HUD approved housing counselor. To confirm if the person communicating information about a modification, other deferment agreement and/or requiring payments is from CLS or a legitimate counseling resource, please contact the Customer Relations Department at 1.800.457.5105 or at customerservice@communityloanservicing.com and tell us about the situation.

Know your Rights

The FTC's Mortgage Assistance Relief Services (MARS) Rule is establish to protect distressed homeowners from mortgage relief scams that have sprung up during the mortgage crisis. Bogus operations falsely claim that, for a fee, they will negotiate with the consumer's mortgage lender or servicer to obtain a loan modification, a short sale, or other relief from foreclosure.

Servicemembers Civil Relief Act

The Service members Civil Relief Act (SCRA) may offer protection or relief to members of the military who have been called to active duty. If either you have been called to active duty, or you are the spouse, registered domestic partner, partner in a civil union, or financial dependent of a person who has been called to active duty, and you haven't yet made us aware of your status, please contact our Customer Relations Department toll-free at 1.800.457.5105, Monday – Friday 8am – 5pm ET. As your loan servicer, we are here to help you understand your options.

Credit Reporting

We may report information about the account to credit bureaus. Late payments, missed payments, or other defaults on the account may be reflected in a credit report.

Has any of the contact information on the loan been changed?
 If so, please complete this and check the box on the front of the coupon.

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Home Phone: () _____ **Business Phone:** () _____

Customer Name: _____ **Email Address:** _____
Please Print

Customer Name: _____ **Email Address:** _____
Please Print

Customer Signature: _____ **Customer Signature:** _____

Date: _____ **Date:** _____

EXHIBIT 6

Please be advised that Community Loan Servicing, LLC, ("CLS"), may employ the use of automated technology to place calls, pre-recorded messages and text messages to any wireless numbers provided in regards to the servicing of the mortgage loan. This is not a condition for CLS to service the account and consent to use the contact information on the loan may be revoked at any time by notifying CLS.

1993476 00006680 5201



Community Loan Servicing, LLC
P.O. Box 740410
Cincinnati, OH 45274-0410
www.communityloanservicing.com

Mortgage Statement
Statement Date: 01/18/21

Account Number	2827014
Payment Date	02/01/21
Total Amount	\$35,862.75

Important Messages



14561-2000-2000

0023 MS14 P1F 0020-0

EXHIBIT "6"

EXHIBIT 5



February 5, 2021

George Nasr
Individually and as Trustee of Ana & Josy Trust
c/o The Law Office of Donald W Reid
PO Box 2227
Fallbrook, CA 92088

Lorin Mansour
Individually and as Trustee of Ana & Josy Trust
c/o Rose Sorial Attorney at Law
22760 Hawthorne Blvd
Torrance CA 90505

RE: PSIC Insured : George Nasr
PSIC Policy : ENG 0770512-00
Property Address : 1038 McCall Dr Corona CA 92881
Claim # : 3164721

Dear Mr. Nasr and Ms. Mansour,

Please be advised that Pacific Specialty Insurance Company ("PSIC") hereby rescinds the above based on material misrepresentation in the application and the unacceptable nature of the risk. The basis for our decision is described below.

On your Preferred HO-3 Application for insurance, the following question was asked and answered:

UNDERWRITING QUESTIONS		
6. Are there any open/pending liability and or property claims for the owned property location?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

In addition, our Underwriting Guidelines state:

UNACCEPTABLE RISKS
24. Dwellings with unrepaired damage (including earthquake damage) and/or open or pending claims, and/or known potential (a) defects, (b) claims disputes, (c) property disputes, and/or (d) lawsuits.

On or about November 29, 2019, your policy application was submitted to PSIC for insurance coverage for property located at 1038 McCall Dr Corona CA 92881 ("property" or "dwelling"). Mr. Nasr

George Nasr
Policy ENG 0770512-00
February 5, 2021
Page 2 of 5

electronically signed the application and in doing so he certified, in part, the following:

I hereby apply to Pacific Specialty Insurance Company ("PSIC") for an Insurance Policy as set forth in this application on the basis of the statements contained herein. I agree if such information is false or misleading or would materially affect acceptance of the risk by PSIC, or if my check to PSIC (or its representative) is returned for insufficient funds, or if my credit/debit card transaction to PSIC (or its representative) is denied, that such policy will be null and void and no coverage shall be afforded. The coverages, including the offer of additional coverages, were explained to me and I knowingly made the selections on this application.

...I understand the information included in this application is material to the company's determination to accept the risk. I have reviewed all information represented in this application and warrant (represent in Arizona, Georgia, Nevada, and Oregon) that the application is true and correct and in complete compliance with all underwriting requirements including binding procedures.

The following statement appears directly above the application signature box: "I have reviewed all information represented in this application and warrant (represent in states where warranties are not allowed) that the application is true and correct and the undersigned warrants (or represents where warranties are not allowed) that he/she qualifies for this program."

The information provided in the application is not accurate. During our investigation of your claim, we discovered that at the time of the policy application there was an ongoing legal action pertaining to the property rights to the insured location. It is our understanding the legal actions are still pending and have yet to be resolved.

PSIC has received and reviewed this claim for water damage to the insured dwelling. In our investigation of the claim, we obtained Mr. Nasr's Examination Under Oath (EUO). During Mr. Nasr's EUO, he testified that he had previously filed bankruptcy in January 2019 after which around June/July 2019 there were two adversary legal proceedings filed concerning the insured property. One of the proceedings concerned the division of the marital estate, and the second involved the bankruptcy trustee's challenge of a second deed of trust taken against the insured property.

Further, Mr. Nasr's attorney, Donald Reid, has also advised it is undisputed that Mr. Nasr was aware of the adversary proceeding involving the bankruptcy trustee's challenge of the second deed at the time he completed the application of insurance with PSIC.

In the signed policy application, in response to question #6 "Are there any open/pending liability and/or property claims for the owned property location?" you answered "No." Had you accurately answered this underwriting question on your application, we would not have written a policy for the insured property. You signed the application and warranted all information in the application is true and correct and "in complete compliance with all underwriting requirements." This warranty is not accurate.

George Nasr
Policy ENG 0770512-00
February 5, 2021
Page 3 of 5

As you and your broker submitted incorrect information to PSIC during the application process, PSIC hereby rescinds the policy. Under Insurance Code section 359, "[i]f a representation is false in a material point ... the injured party is entitled to rescind the contract from the time the representation becomes false." You are entitled to a full refund of the premiums paid and PSIC is tendering back your premium.

Once a policy is rescinded, the insurance company avoids liability, even on pending claims. See, *Philadelphia Indemnity Ins. Co. v. Montes-Harris* (2006) 40 Cal.4th 151, 157. "[A] rescission effectively renders the policy totally unenforceable from the outset, so that there never was any coverage, and therefore no benefits are payable." (*LA Sound USA, Inc. v. St. Paul Fire & Marine Ins. Co.* (2007) 156 Cal.App.4th 1259, 1266). Once PSIC rescinds the policy, it is as if the policy never existed and there is no coverage under the policy for any claims, including the above-captioned claim.

If you contend that your broker made an error in procuring the insurance, that error is not attributed to PSIC. For purposes of obtaining insurance coverage, an error by the insured's broker is attributed to the insured, not to PSIC. See, *Douglas v. Fidelity National Ins. Co.* (2014) 229 Cal.App.4th 392, 411 [a broker's primary duty is to represent the insured, and his or her actions are not binding on the insurer]. Also see, *Superior Dispatch, Inc. v. Ins. Corp. of New York* (2010) 181 Cal.App.4th 175, 192 [representations made to an insurer by a broker on behalf of an insured are attributed to the insured as a matter of law.] In accord, *LA Sound USA, Inc. v. St. Paul Fire & Marine Ins. Co.*, supra, 156 Cal.App.4th at 1268 ["an insurance broker by definition represents policyholders, not insurers. . . . As a matter of law, 'if [an insurance] application was prepared by an insurance broker (the agent of the insured), the application's contents are the insured's responsibility.'"]

For these reasons, PSIC rescinds the policy, will return your policy premium, and will not afford coverage for the above-captioned claim. If you have any additional information that would cause us to reevaluate our position, please forward that information to our attention immediately. Note that any further review is not to be construed as an admission of coverage and any review will be conducted under a full reservation of rights to reaffirm our decision if applicable.

Please be advised of the following sections of the California Insurance Code outlining our right to rescind the policy.

CHAPTER 3. NEGOTIATIONS BEFORE EXECUTION
ARTICLE 1. CONCEALMENT

§330. Concealment defined

Neglect to communicate that which a party knows, and ought to communicate, is concealment.

§331. Effect of Concealment

Concealment, whether intentional or unintentional, entitles the injured party to rescind insurance.

§332. Required Disclosure

2200 Geng Road Suite 200 | Palo Alto, CA 94303 | PacificSpecialty.com

George Nasr
Policy ENG 0770512-00
February 5, 2021
Page 4 of 5

Each party to a contract of insurance shall communicate to the other, in good faith, all facts within his knowledge which are or which he believes to be material to the contract and as to which he makes no warranty, and which the other has not the means of ascertaining.

* * *

§334. Materiality

Materiality is to be determined not by the event, but solely by the probable and reasonable influence of the facts upon the party to whom the communication is due, in forming his estimate of the disadvantages of the proposed contract, or in making his inquiries.

ARTICLE 2. REPRESENTATION

* * *

§358. Falsity

A representation is false when the facts fail to correspond with its assertions or stipulations.

§359. Material false representations; effect

If a representation is false in a material point, whether affirmative or promissory, the injured party is entitled to rescind the contract from the time the representation becomes false.

§360. Materiality

The materiality of a representation is determined by the same rule as the materiality of a concealment.

CHAPTER 9. RESCISSION

§650. Time for exercising right

Whenever the right to rescind a contract of insurance is given to the insurer by any provision of this part such right may be exercised at any time previous to the commencement of an action on the contract. The rescission shall apply to all insureds under the contract, including additional insureds, unless the contract provides otherwise.

Please note the following condition of your policy:

8. **Suit Against Us.** No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within twelve (12) months after inception of the loss.

If you believe this decision is in error, you have the right, if you so desire, to have this matter reviewed by the California Department of Insurance, Claims Service Bureau, 300 S. Spring Street, 11th Floor, Los Angeles, CA 90013 or their phone numbers of (800) 927-4357 or (213) 897-8921 or

George Nasr
Policy ENG 0770512-00
February 5, 2021
Page 5 of 5

www.insurance.ca.gov.

We reserve the right to deny coverage based on any coverage or contract issue involving this matter by filing an action for declaratory relief or rescission.

Please contact us in writing if we can be of further service.

Sincerely,
PACIFIC SPECIALTY INSURANCE COMPANY



Anisha Basi
Associate Counsel

Encl. Return of Premium Check


cc: Gamil Shehata
3220 Merrill Dr #38
Torrance, CA 90503

Ana & Josy Trust
1038 McCall Drive
Corona, CA 92881

Community Loan Servicing, LLC.
Po Box 5933
Troy, MI 48007
Loan #0002827014

FOR SECURITY PURPOSES, THE BORDER OF THIS CHECK CONTAINS MICROPRINTING

PROD CODE:A70654 POL#:ENG 0770512-00 INS. NAME:NASR GEORGE

 **MCGRAW INSURANCE SERVICES**
2200 Geng Road Palo Alto, CA 94303-3358 (800)828-3003
Return Premium Fiduciary Trust

Void after 180 days

PAYMENT DATE	CHECK NO.
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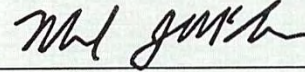
02/04/2021	3227003
------------	---------

PAY

PAY \$ *****1,555 DOLLARS 00 CENTS

\$ *****1,555.00

City National Bank
San Francisco Financial Center
150 California Street
San Francisco, CA 94111
TWO SIGNATURES REQUIRED OVER \$5,000.00



AUTHORIZED SIGNATURE

TO THE ORDER OF
NASR GEORGE

1038 MCCALL DR
CORONA, CA 92881

SECURITY FEATURES INCLUDED. DETAILS ON BACK.



3227003

RESCISSION OF POLICY
ENG 0770512 00
LA

LA

SHEHATA GAMIL G

3220 MERRILL DR #38
TORRANCE, CA, 90503

ENDORSEMENT AREA: Know your endorser. Require identification.

CHECK HERE FOR MOBILE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

NON-NEGOTIABLE CASH INSTRUMENT - DO NOT CASH AT BANK - NON-NEGOTIABLE CASH INSTRUMENT - DO NOT CASH AT BANK

• SECURITY FEATURES ON THIS CHECK •

- ABSENCE OF SECURITY SCREEN "ORIGINAL DOCUMENT" ON BACK OF CHECK.
- MICRO PRINTED LINES ON BORDER AND BACK CAN BE READ WITH MAGNIFIER BUT APPEAR AS DOTS ON PHOTOCOPIES.
- STAINS OR SPOTS APPEAR WITH CHEMICAL ALTERATION.

FOR SECURITY PURPOSES, THE BORDER OF THIS CHECK CONTAINS MICROPRINTING

PROD CODE:A70654 POL#:ENG 0770512-01 INS. NAME:NASR GEORGE

 **MCGRAW INSURANCE SERVICES**
2200 Geng Road Palo Alto, CA 94303-3358 (800)828-3003
Return Premium Fiduciary Trust

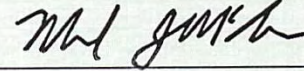
Void after 180 days

PAYMENT DATE	CHECK NO.
02/04/2021	3227004
PAY	

PAY \$ *****1,228 DOLLARS 00 CENTS

\$ *****1,228.00

City National Bank
San Francisco Financial Center
150 California Street
San Francisco, CA 94111
TWO SIGNATURES REQUIRED OVER \$5,000.00

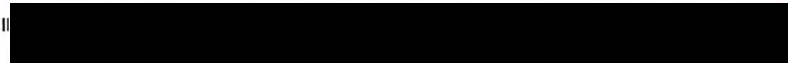


TO THE ORDER OF
NASR GEORGE

1038 MCCALL DR
CORONA, CA 92881-8451

AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK.



3227004

RESCISSION OF POLICY
ENG 0770512 01
LA

LA

SHEHATA GAMIL G

3220 MERRILL DR #38
TORRANCE, CA, 90503

ENDORSEMENT AREA: Know your endorser. Require identification.

CHECK HERE FOR MOBILE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

• SECURITY FEATURES ON THIS CHECK •

- ABSENCE OF SECURITY SCREEN "ORIGINAL DOCUMENT" ON BACK OF CHECK.
- MICRO PRINTED LINES ON BORDER AND BACK CAN BE READ WITH MAGNIFIER BUT APPEAR AS DOTS ON PHOTOCOPIES.
- STAINS OR SPOTS APPEAR WITH CHEMICAL ALTERATION.

*DO NOT CASH / NON-NEGOTIABLE / NO ENDORSEMENTS / NON-NEGOTIABLE / NO ENDORSEMENTS

EXHIBIT 6

APPRAISAL OF REAL PROPERTY



LOCATED AT

1038 McCall Dr
Corona, CA 92881
.25 ACRES IN LOT 27 MB 288/001 TR 24601-11

FOR

GEORGE NASR
PO BOX 77713
CORONA, CA 92877

OPINION OF VALUE

\$385,000

AS OF

02/13/2021

BY

David Hayward
The Hayward Appraisal Company
2372 Morse Ave
Irvine, CA 92614
714-568-0512

dhayward@msacdbm.com

EXHIBIT 6

Borrower	NASR	File No.	13FEB21NASR
Property Address	1038 McCall Dr		
City	Corona	County	RIVERSIDE
Lender/Client	NASR	State	CA
		Zip Code	92881

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

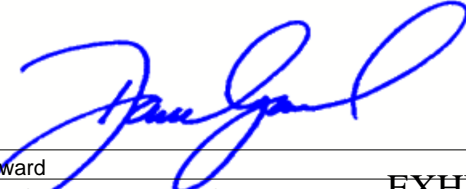
Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

THE DIGITAL SIGNATURES IN THIS REPORT ARE AFFIXED AND THE DIGITAL PHOTOGRAPHS HAVE NOT BEEN ENHANCED.

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT REPORTED ANALYSES, OPINIONS AND CONCLUSIONS WERE DEVELOPED, AND THIS REPORT HAS BEEN PREPARED, IN CONFORMITY WITH THE REQUIREMENTS OF THE CODE OF PROFESSIONAL ETHICS AND THE STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE.

APPRAISER:

Signature: 
 Name: David Hayward
CERTIFIED GENERAL APPRAISER
 State Certification #: AG018185
 or State License #: _____
 State: CA Expiration Date of Certification or License: 09/17/2021
 Date of Signature and Report: 02/18/2021
 Effective Date of Appraisal: 02/13/2021
 Inspection of Subject: None Interior and Exterior Exterior-Only
 Date of Inspection (if applicable): 02/13/2021

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
 Name: _____
 State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date of Signature: _____
 Inspection of Subject: None Interior and Exterior Exterior-Only
 Date of Inspection (if applicable): _____

EXHIBIT "6"

SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	1038 McCall Dr
	Legal Description	.25 ACRES IN LOT 27 MB 288/001 TR 24601-11
	City	Corona
	County	RIVERSIDE
	State	CA
	Zip Code	92881
	Census Tract	0479.00
	Map Reference	40140
PRICE & DATE	Contract Price	\$ N/A
	Date of Contract	
PARTIES	Borrower	NASR
	Lender/Client	NASR
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	3,704
	Price per Square Foot	\$
	Location	GOOD
	Age	21 YEARS
	Condition	POOR
	Total Rooms	11
	Bedrooms	5
	Baths	4.0
APPRAISER	Appraiser	David Hayward
	Effective Date of Appraisal	02/13/2021
VALUE	Opinion of Value	\$ 385,000

EXHIBIT "6"

The Hayward Appraisal Company

Uniform Residential Appraisal Report

File # 13FEB21NASR

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 1038 McCall Dr City Corona State CA Zip Code 92881
 Borrower NASR Owner of Public Record Nasr George Wafale & Mansour Lori County RIVERSIDE
 Legal Description .25 ACRES IN LOT 27 MB 288/001 TR 24601-11
 Assessor's Parcel # 116-202-007 Tax Year 2020 R.E. Taxes \$ 7,336
 Neighborhood Name WATERFORD - MOUNTAIN GATE HEIGHTS Map Reference 40140 Census Tract 0479.00
 Occupant Owner Tenant Vacant Special Assessments \$ 108.58 PUD HOA \$ per year per month
 Property Rights Appraised Fee Simple Leasehold Other (describe)
 Assignment Type Purchase Transaction Refinance Transaction Other (describe) ESTATE PLANNING
 Lender/Client NASR Address PO BOX 77713, CORONA, CA 92877
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No
 Report data source(s) used, offering price(s), and date(s). REALIST/MLS

I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$ N/A Date of Contract Is the property seller the owner of public record? Yes No Data Source(s)
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
 If Yes, report the total dollar amount and describe the items to be paid.

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing			Present Land Use %	
Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	80 %					
Built-Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	%					
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	522	Low 0	Multi-Family	%					
Neighborhood Boundaries (N) FOOTHILL PKWY (S & W) MOUNTAINS (E) 15 FWY. THIS AREA			2,400	High 37	Commercial	5 %				
DESCRIBES THE SUBJECT'S IMMEDIATE MARKET AREA.			822	Pred. 10	Other	15 %				

Neighborhood Description THE SUBJECT PROPERTY IS LOCATED IN AN AREA THAT CONSISTS OF MOSTLY SINGLE FAMILY DWELLINGS. SCHOOLS, SHOPPING, EMPLOYMENT, PARKS, FREEWAYS, PUBLIC TRANSPORTATION AND OTHER SUPPORT FACILITIES ARE WITHIN GOOD PROXIMITY.
 Market Conditions (including support for the above conclusions) LISTING INVENTORIES, PRICES AND MARKETING TIMES ARE STABLE.
 CONVENTIONAL FINANCING HAS BEEN THE MAIN METHOD TO BUY/SELL HOMES. EXPOSURE TIME HAS BEEN 60-120 DAYS FOR MOST PROPERLY PRICED PROPERTIES IN THIS LOCAL MARKET

Dimensions SEE PLAT MAP Area 10,890 SF. FT. Shape RECTANGULAR View MOUNTAINS
 Specific Zoning Classification ER Zoning Description SINGLE FAMILY RESIDENTIAL
 Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Street ASPHALT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>	Alley NONE	<input type="checkbox"/>	<input type="checkbox"/>

FEMA Special Flood Hazard Area Yes No FEMA Flood Zone X FEMA Map # 06065C1360G FEMA Map Date 08/28/2008
 Are the utilities and off-site improvements typical for the market area? Yes No If No, describe
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe

General Description	Foundation	Exterior Description	materials/condition	Interior	materials/condition
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	CONCRETE/AVG	Floors	CRP/TILE/POOR
# of Stories 2	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	STUCCO/AVG	Walls	DRYWALL/POOR
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area sq.ft.	Roof Surface	TILE/AVG	Trim/Finish	WOOD/PAINT/PR
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish %	Gutters & Downspouts	NONE	Bath Floor	TILE/POOR
Design (Style) CONVENTIONAL	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	DUAL PANE/AVG	Bath Wainscot	TILE/AVG
Year Built 2000	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	NONE	Car Storage	<input type="checkbox"/> None
Effective Age (Yrs) 21 YEARS	<input checked="" type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	YES/AVG	<input checked="" type="checkbox"/> Driveway	# of Cars 3 +/-
Attic <input type="checkbox"/> None	Heating <input type="checkbox"/> FWA <input checked="" type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) #	Driveway Surface	CONCRETE
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other Fuel GAS	<input checked="" type="checkbox"/> Fireplace(s) # 1	<input checked="" type="checkbox"/> Fence BLOCK	<input checked="" type="checkbox"/> Garage	# of Cars 2
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck	<input checked="" type="checkbox"/> Porch	<input type="checkbox"/> Carport	# of Cars
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Other C FANS	<input checked="" type="checkbox"/> Pool POOL/SPA	<input checked="" type="checkbox"/> Other SOLAR	<input checked="" type="checkbox"/> Att.	<input type="checkbox"/> Det. <input type="checkbox"/> Built-in

Appliances Refrigerator Range/Oven Dishwasher Disposal Microwave Washer/Dryer Other (describe)
 Finished area above grade contains: 11 Rooms 5 Bedrooms 4.0 Bath(s) 3,704 Square Feet of Gross Living Area Above Grade
 Additional features (special energy efficient items, etc.). SOLAR PANELS

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). PHYSICAL DEPRECIATION (INCURABLE) IS DUE TO NORMAL USE AND IS CONSIDERED TO BE TYPICAL OF SIMILAR PROPERTIES IN THE AREA. NO EXTERNAL OBSOLESCENCE WAS NOTED. FUNCTIONAL OBSOLESCENCE WAS NOTED FOR SUBJECT'S POOL/SPA.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes No If Yes, describe
 THE SUBJECT PROPERTY WAS DAMAGED DUE TO A BEING EXHIBIT #64 TURE IN AN UPSTAIRS BATHROOM. WATER WAS FLOWING FOR SEVERAL DAYS BEFORE BEING DISCOVERED. THIS CAUSED DAMAGE TO THE FLOORING, WALLS, KITCHEN APPLIANCES, ETC. THE SUBJECT'S POOL & SPA ARE DRAINED AND IS IN NEED OF REPAIR. LANDSCAPING IS IN POOR CONDITION.
 Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? Yes No If No, describe

Uniform Residential Appraisal Report

File # 13FEB21NASR

There are 8 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 660,000 to \$ 2,097,000					
There are 44 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 522,000 to \$ 2,400,000					
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3	
Address	1038 McCall Dr CORONA, CA 92881-8451	924 McCall Cir Corona, CA 92881	1013 McCall Dr Corona, CA 92881	712 Payette Dr Corona, CA 92881	
Proximity to Subject		0.24 miles W	0.05 miles NW	0.43 miles W	
Sale Price	\$ N/A	\$ 860,000	\$ 780,000	\$ 872,500	
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 232.18 sq.ft.	\$ 210.58 sq.ft.	\$ 235.56 sq.ft.	
Data Source(s)		MLS/REALIST	MLS/REALIST	MLS/REALIST	
Verification Source(s)		INSPECTION	INSPECTION	INSPECTION	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sales or Financing Concessions		\$688,000 1ST NONE		\$624,000 1ST NONE	
Date of Sale/Time		12/09/2020		11/03/2020	
Location	GOOD	GOOD		GOOD	
Leasehold/Fee Simple	FEE SIMPLE	FEE SIMPLE		FEE SIMPLE	
Site	10,890 SF. FT.	11,761 SQ. FT.	-8,710	7,405 SQ. FT.	+34,850
View	MOUNTAINS	MOUNTAINS		MOUNTAINS	
Design (Style)	CONVENTIONA	CONVENTIONA		CONVENTIONA	
Quality of Construction	GOOD	GOOD		GOOD	
Actual Age	21 YEARS	21 YEARS		21 YEARS	
Condition	POOR	GOOD	-300,000	GOOD	-300,000
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths	
Room Count	11 5 4.0	11 4 4	+20,000	11 4 4	+20,000
Gross Living Area	3,704 sq.ft.	3,704 sq.ft.		3,704 sq.ft.	
Basement & Finished Rooms Below Grade	DOCUMENT #	177884		538428	
Functional Utility	MLS #	IG202114665		PW20206272	
Heating/Cooling	AVERAGE	AVERAGE		AVERAGE	
Energy Efficient Items	FWA,CAC	FAU/CAC		FAU/CAC	
Garage/Carport	SOLAR	SOLAR		SOLAR	
Porch/Patio/Deck	2 CAR GAR	3 CAR GAR	-10,000	3 CAR GAR	-10,000
FIREPLACE	PATIO/PORCH	CONCRETE		CONCRETE	
POOL/SPA	2 FIREPLACES	2 FIREPLACES		2 FIREPLACES	
UPGRADES	POOL/SPA/BQ	POOL/SPA/BQ	-25,000	POOL/SPA/BQ	-25,000
Net Adjustment (Total)	NONE	SUPER UPGDS	-150,000	SUPER UPGDS	-115,000
Adjusted Sale Price of Comparables		Net Adj. 55.1 % Gross Adj. 59.7 %	\$ -473,710	Net Adj. 50.7 % Gross Adj. 64.7 %	\$ -395,150
			\$ 386,290		\$ 384,850
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain					
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.					
Data Source(s) Public Records					
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.					
Data Source(s) MLS, PUBLIC RECORDS					
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).					
ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3	
Date of Prior Sale/Transfer	9/22/2017	NO PRIOR SALE IN THE	NO PRIOR SALE IN THE	NO PRIOR SALE IN THE	
Price of Prior Sale/Transfer	PAST 36 MONTHS	PAST 36 MONTHS	PAST 36 MONTHS	PAST 36 MONTHS	
Data Source(s)	Public Records	MLS/REALIST	MLS/REALIST	MLS/REALIST	
Effective Date of Data Source(s)	2/18/2021	2/18/2021	2/18/2021	2/18/2021	
Analysis of prior sale or transfer history of the subject property and comparable sales Public records indicate the subject's most recent transfer occurred on 9/22/2017 (grant deed - doc #404286 recorded on 9/29/2017)					
Summary of Sales Comparison Approach THERE WERE A LIMITED NUMBER OF SALES WITHIN THE SUBJECT'S IMMEDIATE MARKET. DATE OF SALE ADJUSTMENTS WERE MADE FOR INCREASED VALUES. LOT SIZE ADJUSTMENTS WERE \$10.00 PER SQUARE FOOT. CONDITION ADJUSTMENTS WERE DETERMINED BY PHYSICAL INSPECTION AND CALCULATED BY UTILIZING MARSHALL & SWIFT'S RESIDENTIAL COST HANDBOOK. POOL/SPA, LANDSCAPING AND UPGRADE ADJUSTMENTS WERE OBTAINED FROM RS MEANS CO. INC. "CONTRACTORS PRICING GUIDE - RESIDENTIAL DETAILED COSTS - 2021" AND MARSHALL & SWIFT'S RESIDENTIAL COST HANDBOOK. EQUAL WEIGHT IS GIVEN TO ALL THREE SALES.					
Indicated Value by Sales Comparison Approach \$ 385,000					
Indicated Value by: Sales Comparison Approach \$ 385,000 Cost Approach (if developed) \$ 874,692 Income Approach (if developed) \$					
MOST WEIGHT IS GIVEN TO THE SALES COMPARISON APPROACH BECAUSE IT BEST REFLECTS THE MARKET PLACE. THE COST APPROACH WAS DEVELOPED FOR THIS REPORT TO SHOW THE TRUE VALUE OF SUBJECT PROPERTY WITHOUT WATER DAMAGE.					
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. NO CONDITIONS OR REQUIREMENTS.					
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ \$385,000 , as of 02/13/2021 , which is the date of inspection and the effective date of this appraisal.					

SALES COMPARISON APPROACH

RECONCILIATION

EXHIBIT 6

Uniform Residential Appraisal Report

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ADDITIONAL COMMENTS	INSPECTION:	
	THE APPRAISER ASSUMES THAT THERE ARE NO HIDDEN OR UNAPPARENT CONDITIONS OF THE PROPERTY, SUBSOIL OR STRUCTURES WHICH WOULD RENDER IT MORE OR LESS VALUABLE. THE APPRAISER ASSUMES NO RESPONSIBILITY FOR SUCH CONDITIONS OR FOR ENGINEERING WHICH MIGHT BE REQUIRED TO DISCOVER SUCH FACTORS. IF THE CLIENT OR BORROWER HAVE ANY QUESTIONS REGARDING THESE ITEMS, IT IS THEIR RESPONSIBILITY TO ORDER THE APPROPRIATE INSPECTIONS BY A LICENSED CONTRACTOR OR HOME INSPECTOR. THIS REPORT IS NOT A HOME INSPECTION AND THE APPRAISER ASSUMES NO RESPONSIBILITY FOR THESE ITEMS. NO PARTY MAY RELY ON THIS DOCUMENT WITHOUT POSSESSING THE COMPLETE 6 PAGES OF THE REPORT PLUS ALL EXHIBITS. THE SCOPE OF WORK COMPLETED WAS APPROPRIATE FOR THE NAMED CLIENT AND ANY INTENDED USES, BUT MAY NOT BE APPROPRIATE FOR OTHER THIRD PARTY USERS, SUCH AS THE BORROWER OR PROPERTY OWNERS.	
	DIGITAL SIGNATURES:	
	THE HAYWARD APPRAISAL COMPANY UTILIZES DIGITALLY GENERATED SIGNATURES ON ALL ELECTRONICALLY TRANSMITTED ORIGINAL APPRAISALS. THE DIGITALLY GENERATED SIGNATURES ARE TO BE CONSIDERED LIVE SIGNATURES IF SIGNED IN COLORED INK. DIGITALLY GENERATED SIGNATURES UTILIZED WITHIN THIS REPORT ARE PASSWORD PROTECTED. IF THE DIGITAL SIGNATURES ARE NOT SIGNED IN COLORED INK, THE APPRAISAL IS NOT TO BE CONSIDERED AN ORIGINAL APPRAISAL. DIGITAL SIGNATURES ARE COMMONLY USED WITHIN THE APPRAISAL PROFESSION AND ALLOWS FOR IMPROVED PERFORMANCE WITH ELECTRONIC DATA TRANSMITTING.	
	INTENDED USE OF THE APPRAISER'S OPINIONS AND CONCLUSIONS:	
	THE INTENDED USER OF THIS APPRAISAL REPORT IS THE CLIENT. THE INTENDED USE IS TO EVALUATE THE SUBJECT PROPERTY OF THIS APPRAISAL FOR A LEGAL DISPOSITION, SUBJECT TO THE STATED SCOPE OF WORK, PURPOSE OF THE APPRAISAL, REPORTING REQUIREMENTS OF THIS APPRAISAL REPORT FORM, AND DEFINITION OF MARKET VALUE. NO ADDITIONAL INTENDED USERS ARE IDENTIFIED BY THE APPRAISER.	
COST APPROACH TO VALUE (not required by Fannie Mae)		
Provide adequate information for the lender/client to replicate the below cost figures and calculations.		
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) LAND VALUE HAS BEEN DERIVED FROM ABSTRACTION/ALLOCATION METHODS.		
COST APPROACH	ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE = \$ 225,000
	Source of cost data MARSHALL & SWIFT'S RESIDENTIAL COST BOOK	DWELLING 3,704 Sq.Ft. @ \$ 250.00 = \$ 926,000
	Quality rating from cost service GOOD Effective date of cost data 1ST QTR/21	Sq.Ft. @ \$ 75.00 = \$
	Comments on Cost Approach (gross living area calculations, depreciation, etc.)	PATIO, PORCH, BI'S, FP, POOL/SPA = \$ 98,500
	PHYSICAL DEPRECIATION (INCURABLE) IS DUE TO NORMAL USE AND IS CONSIDERED TO BE TYPICAL FOR THIS AREA. THE COSTS OF REPLACEMENT WERE ESTIMATED UTILIZING THE CURRENT MARSHALL & SWIFT RESIDENTIAL COST HANDBOOK.	Garage/Carport 686 Sq.Ft. @ \$ 50.00 = \$ 34,300
	THESE COST FIGURES ARE NOT DEEMED APPROPRIATE FOR FIRE INSURANCE PURPOSES.	Total Estimate of Cost-New = \$ 1,058,800
		Less Physical Functional External
		Depreciation 370,580 63,528 = \$(434,108)
		Depreciated Cost of Improvements = \$ 624,692
		"As-is" Value of Site Improvements = \$ 25,000
Estimated Remaining Economic Life (HUD and VA only) 39 Years	INDICATED VALUE BY COST APPROACH = \$ 874,692	
INCOME APPROACH TO VALUE (not required by Fannie Mae)		
Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach		
Summary of Income Approach (including support for market rent and GRM)		
PROJECT INFORMATION FOR PUDs (if applicable)		
Is the developer/builder in control of the Homeowners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Unit type(s) <input type="checkbox"/> Detached <input type="checkbox"/> Attached		
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.		
Legal Name of Project		
Total number of phases	Total number of units sold	
Total number of units rented	Total number of units for sale	
Was the project created by the conversion of existing building(s) into a PUD? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, date of conversion.		
Does the project contain any multi-dwelling units? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source		
Are the units, common elements, and recreation facilities complete? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe the status of completion.		
EXHIBIT "6"		
Are the common elements leased to or by the Homeowners' Association? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe the rental terms and options.		
Describe common elements and recreational facilities.		

Uniform Residential Appraisal Report

File # 13FEB21NASR

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

File # 13FEB21NASR

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

EXHIBIT 6

Uniform Residential Appraisal Report

File # 13FEB21NASR

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

<p>APPRAISER</p> <p>Signature </p> <p>Name <u>David Hayward</u></p> <p>Company Name <u>The Hayward Appraisal Company</u></p> <p>Company Address <u>2372 Morse Ave, Irvine, CA 92614</u></p> <p>Telephone Number <u>714-568-0512</u></p> <p>Email Address <u>valuman@msn.com</u></p> <p>Date of Signature and Report <u>02/18/2021</u></p> <p>Effective Date of Appraisal <u>02/13/2021</u></p> <p>State Certification # <u>AG018185</u></p> <p>or State License # _____</p> <p>or Other (describe) _____ State # _____</p> <p>State <u>CA</u></p> <p>Expiration Date of Certification or License <u>09/17/2021</u></p> <p>ADDRESS OF PROPERTY APPRAISED</p> <p><u>1038 McCall Dr</u></p> <p><u>Corona, CA 92881</u></p> <p>APPRAISED VALUE OF SUBJECT PROPERTY \$ <u>\$385,000</u></p> <p>LENDER/CLIENT</p> <p>Name <u>DARLYNN MORGAN</u></p> <p>Company Name <u>NASR</u></p> <p>Company Address <u>PO BOX 77713, CORONA, CA 92877</u></p> <p>Email Address <u>DARLYNN@MORGANLAWGROUP.COM</u></p>	<p>SUPERVISORY APPRAISER (ONLY IF REQUIRED)</p> <p>Signature _____</p> <p>Name _____</p> <p>Company Name _____</p> <p>Company Address _____</p> <p>Telephone Number _____</p> <p>Email Address _____</p> <p>Date of Signature _____</p> <p>State Certification # _____</p> <p>or State License # _____</p> <p>State _____</p> <p>Expiration Date of Certification or License _____</p> <p>SUBJECT PROPERTY</p> <p><input type="checkbox"/> Did not inspect subject property</p> <p><input type="checkbox"/> Did inspect exterior of subject property from street</p> <p>Date of Inspection _____</p> <p><input type="checkbox"/> Did inspect interior and exterior of subject property</p> <p>Date of Inspection _____</p> <p>COMPARABLE SALES</p> <p><input type="checkbox"/> Did not inspect exterior of comparable sales from street</p> <p><input type="checkbox"/> Did inspect exterior of comparable sales from street</p> <p>Date of Inspection _____</p>
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EXHIBIT "6"

Subject Photo Page

Borrower	NASR			
Property Address	1038 McCall Dr			
City	Corona	County	RIVERSIDE	State CA Zip Code 92881
Lender/Client	NASR			



Subject Front

1038 McCall Dr
 Sales Price N/A
 Gross Living Area 3,704
 Total Rooms 11
 Total Bedrooms 5
 Total Bathrooms 4.0
 Location GOOD
 View MOUNTAINS
 Site 10,890 SF. FT.
 Quality GOOD
 Age 21 YEARS



Subject Rear



Subject Street

EXHIBIT "6"

Interior Photos

Borrower	NASR				
Property Address	1038 McCall Dr				
City	Corona	County	RIVERSIDE	State	CA Zip Code 92881
Lender/Client	NASR				



LIVING ROOM



DINING ROOM



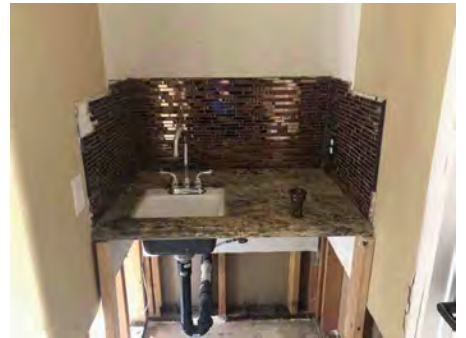
FAMILY ROOM



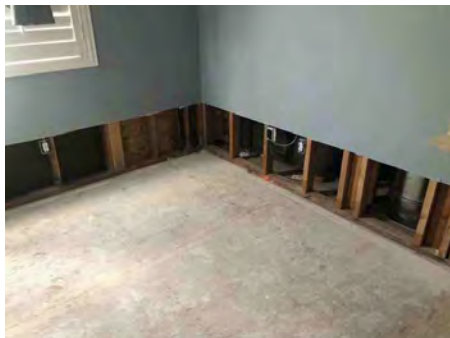
KITCHEN



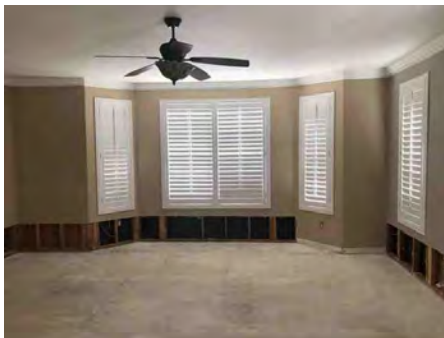
CEILING IN KITCHEN



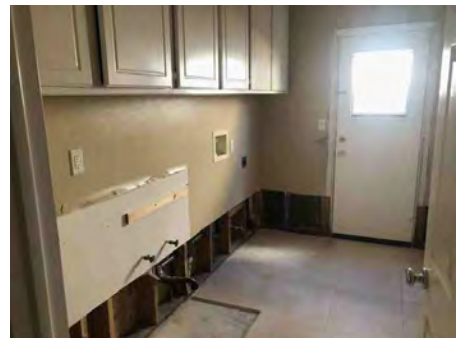
1/2 BATHROOM



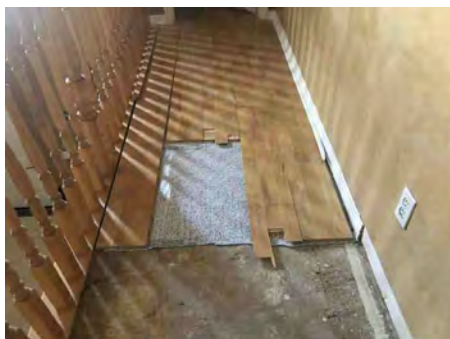
BEDROOM



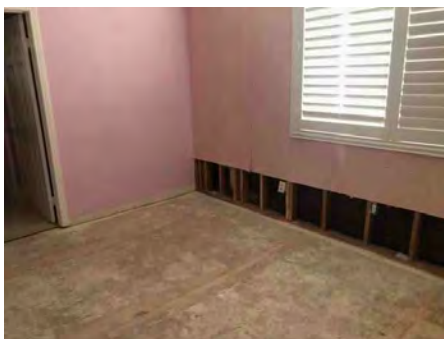
BEDROOM



LAUNDRY ROOM



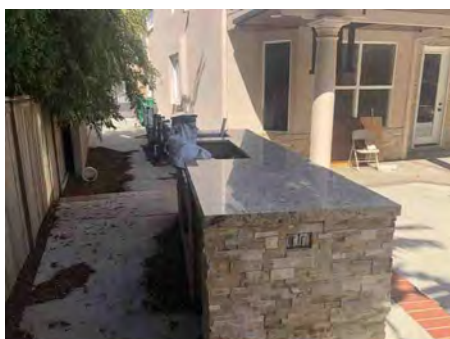
UPSTAIRS HALLWAY



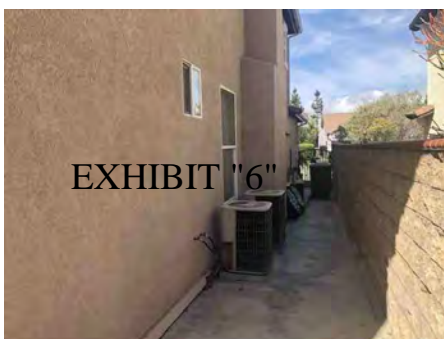
BEDROOM



POOL/SPA



BBQ



SIDE VIEW



ADDITIONAL SIDE VIEW

Comparable Photo Page

Borrower	NASR			
Property Address	1038 McCall Dr			
City	Corona	County	RIVERSIDE	State CA Zip Code 92881
Lender/Client	NASR			



Comparable 1

924 McCall Cir
 Prox. to Subject 0.24 miles W
 Sale Price 860,000
 Gross Living Area 3,704
 Total Rooms 11
 Total Bedrooms 4
 Total Bathrooms 4
 Location GOOD
 View MOUNTAINS
 Site 11,761 SQ. FT.
 Quality GOOD
 Age 21 YEARS



Comparable 2

1013 McCall Dr
 Prox. to Subject 0.05 miles NW
 Sale Price 780,000
 Gross Living Area 3,704
 Total Rooms 11
 Total Bedrooms 4
 Total Bathrooms 4
 Location GOOD
 View MOUNTAINS
 Site 7,405 SQ. FT.
 Quality GOOD
 Age 21 YEARS



Comparable 3

712 Payette Dr
 Prox. to Subject 0.43 miles W
 Sale Price 872,500
 Gross Living Area 3,704
 Total Rooms 11
 Total Bedrooms 4
 Total Bathrooms 4
 Location GOOD
 View MOUNTAINS
 Site 10,454 SF
 Quality GOOD
 Age 20 YEARS

EXHIBIT "6"

Location Map

Borrower	NASR			
Property Address	1038 McCall Dr			
City	Corona	County	RIVERSIDE	State CA Zip Code 92881
Lender/Client	NASR			



Zoning Map

Borrower	NASR						
Property Address	1038 McCall Dr						
City	Corona	County	RIVERSIDE	State	CA	Zip Code	92881
Lender/Client	NASR						

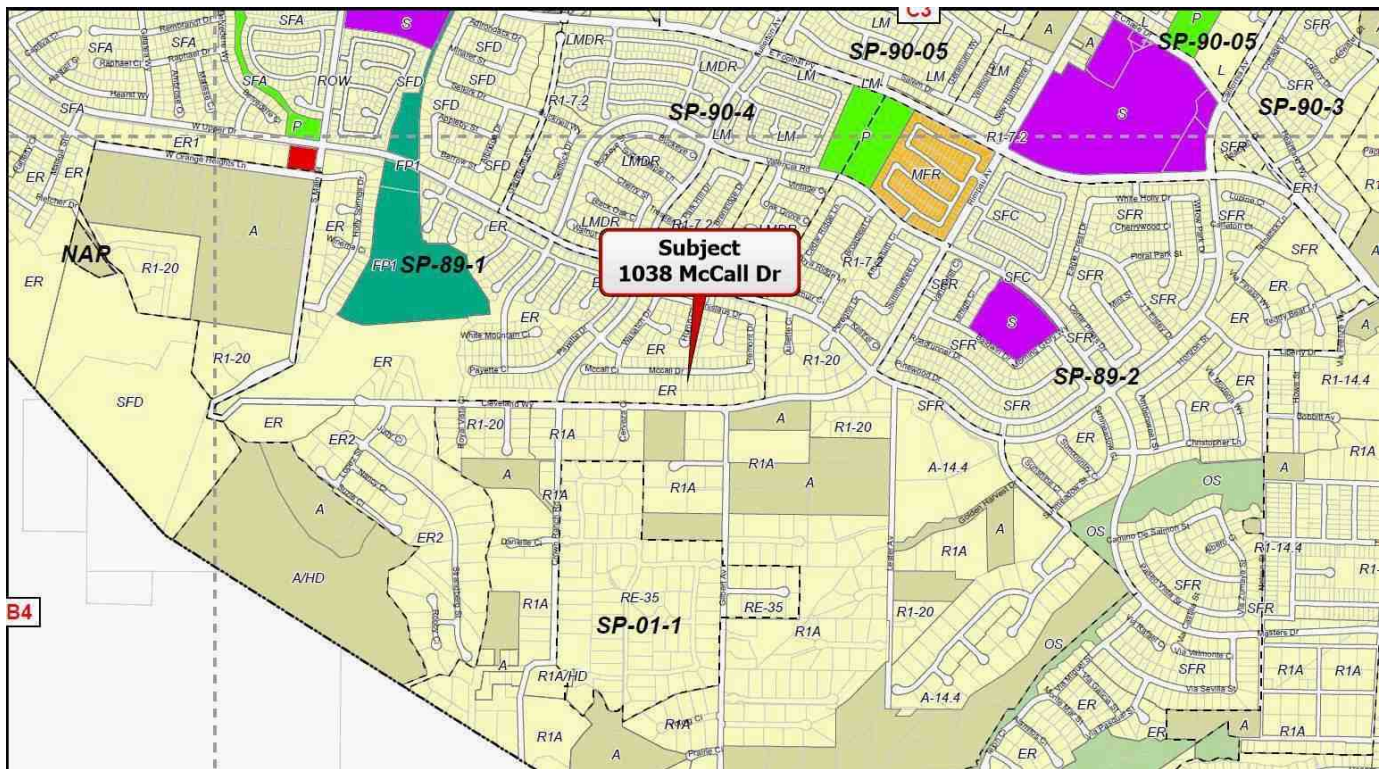


EXHIBIT "6"

Building Sketch

Borrower	NASR		
Property Address	1038 McCall Dr		
City	Corona	County	RIVERSIDE
Lender/Client	NASR	State	CA
		Zip Code	92881

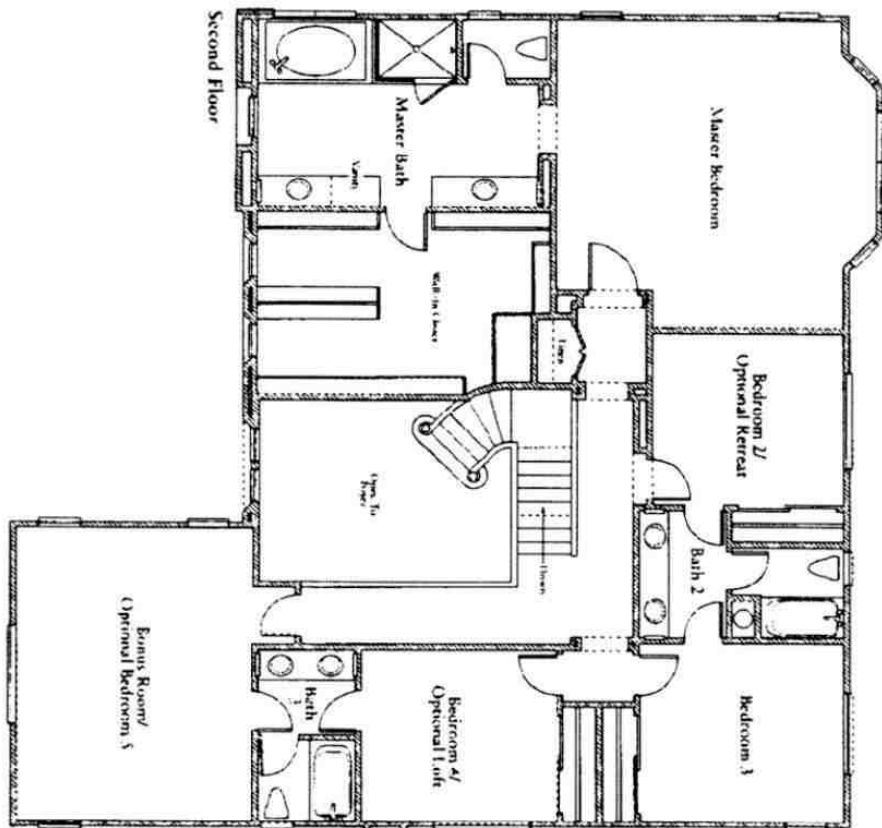
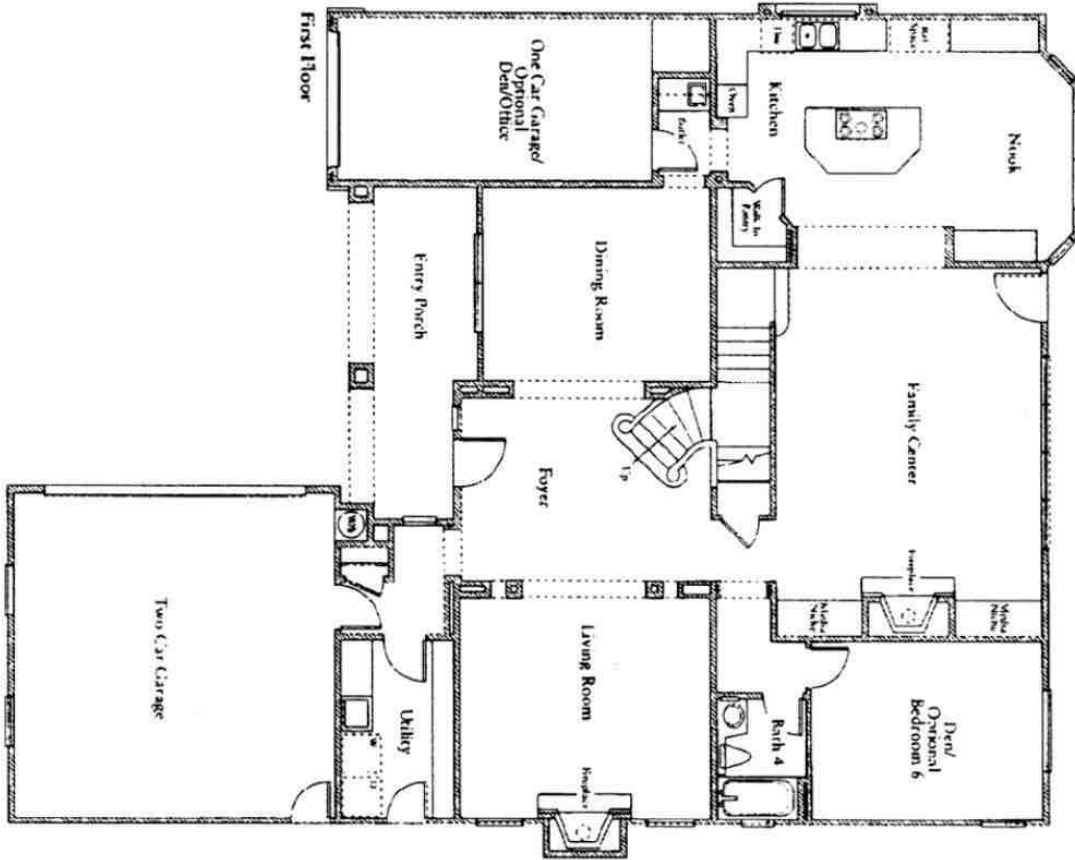


EXHIBIT 6

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

EXHIBIT "6"

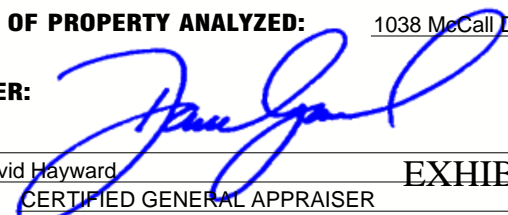
File No. 13FEB21NASR

CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED: 1038 McCall Dr, Corona, CA 92881

APPRAISER:

Signature: 

Name: David Hayward

Title: CERTIFIED GENERAL APPRAISER

State Certification #: AG018185

or State License #: _____

State: CA Expiration Date of Certification or License: 09/17/2021

Date Signed: 02/18/2021

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____

Name: _____

State Certification #: _____

or State License #: _____

State: _____ Expiration Date of Certification or License: _____

Date Signed: _____

Did Did Not Inspect Property

EXHIBIT "C"

EXHIBIT 7

RESUME

Of

David S. Hayward
2372 Morse Avenue
Irvine, CA 92614
valuman@msn.com

(714) 568-0512

EDUCATION:

1999-2000 – University of Southern California
Master Degree in Real Estate Development, May 2000

1993-1994 – University of Redlands
Bachelor Degree in Business Management, Nov 1994

1990-1992 – Saddleback College
Associate Arts Degree in Real Estate, December 1992

MILITARY SERVICE

1978-1982 – United States Air Force

WORK EXPERIENCE

1990 to Present – The Hayward Appraisal Company, Irvine, CA
Position: Certified General Real Estate Appraiser #AG018185.

Professor – Orange Coast College – Real Estate Appraisal RE140

Professor – Cal State Fullerton – Advanced Appraisal Courses

1989 The City of Dana Point, Dana Point, CA
Position: Administrative Assistant to the City Manager

1986 to 1987 Ledford Appraisal, Encinitas, CA
Position: Real Estate Appraiser
Performed residential appraisals in San Diego County

1985 to 1986 Comarc Design Systems, San Diego, CA
Position: Real Estate Appraisal Analysis
Responsible for writing feasibility studies for new housing projects
in Southern California. Researched the new housing market and
developed analysis of this data.

PROFESSIONAL
COURSES:

Real Estate Principles – Saddleback College
Real Estate Finance – Saddleback College
Real Estate Practice – Saddleback College
Real Estate Appraisal – Saddleback College
Real Estate Investments – Saddleback College
Real Estate Standard & Ethics – Saddleback College
Business Law – Santa Ana College
Cost Approach – Marshall & Swift
Valuing Smaller Income Properties – NAREA
Using the Revised URAR form – NAREA
HUD 203K Inspections – NAREA
Appraising Unique Properties – NAREA
Condos & Small Units – Foundation of R.E. Appraisers
Narrative Appraisal Reports – FREA
Land Appraisal Reports – FREA
Uniform Commercial/Industrial Appraisal Reports – FREA
Expert Witness – FREA
Federal & State Laws & Regulations – FREA
Uniform Standards of Professional Appraisal Practice
Becoming an F.H.A. Appraiser – FREA
F.H.A. 203k Appraisals – FREA
Report Writing & Valuation Analysis (540) Appraisal Inst
Construction Management – USC
Design History – USC
Market Analysis – USC
Real Estate Development – USC
Real Estate Finance – USC
Building Typologies - USC
Community Design and Site Management – USC
Legal Issues in Real Estate Development – USC
Appraisal Principles 110 – Appraisal Institute
Apartment Appraisals 330 – Appraisal Institute
Income Capitalization 310 – Appraisal Institute
Advanced Income Capitalization 510 – Appraisal Institute
Computer-Enhanced Cash Flow Modeling 810 – AI

PROFESSIONAL
AFFILIATIONS:

Appraisal Institute – Candidate for Designation
National Association of Real Estate Appraisers - CREA
Foundation of Real Estate Appraisers – Member
Crime Survivors – Board of Directors – Past President
Toastmasters International – Former Area Governor – A2

HONORS:

Eagle Scout – Boy Scouts of America

EXHIBIT 8

Cynthia Quinteros
CA Certified General Appraiser
Phone: (951) 403-4476
E-mail: jcappraisals@yahoo.com

FHA approved CA Certified General appraiser with 20+ yrs experience in appraisal, review and risk analysis. VA approval is pending, due to full roster at VA in this area. Seeking a new challenge in which I can apply my skills and experience as well as expanding my professional knowledge. Extensive experience in field appraisal, appraisal review and collateral risk management. Proficient in the appraisal of single family residences, condos, 2-4 unit properties, conventional appraisal, FHA appraisal, REO appraisal, field reviews, desktop reviews, forensic appraisal and appraisal review, drive by reports and various valuation products. In the past, the completion of 5+ units. Great communication skills with homeowners, clients and financial representatives. Providing decisive, quality appraisals and reviews while keeping in line with current professional guidelines. I have been successful in both independent work roles and within the corporate setting with over 10 years in banking appraisal roles (5 years as a class III appraiser at Coast Savings Bank and 6 years as a Sr Appraiser/Reviewer at Cal Fed Bank).

Chief Appraiser/Owner
JTC Valuations

09/07 to Present

- Responsible for all aspects of the appraisal process.
- Marketing
- Meeting deadlines, quality control
- Accounting
- Interaction/communication with brokers/agents/private parties and financial institutions.
- Appraisal/review and risk assessment of residential appraisal including retro/forensic, RPO, probate and Conv/FHA.
- Field, drive-by and review appraisals. Property types include condo, PUD, reo properties and residential income properties

Collateral Risk Analyst/Review Appraiser
Hansen Quality Collateral Risk

10/05 to 09/07

- The desk review of all types of residential/residential income properties throughout the United States utilizing a variety of valuation products
- Including, but not limited to: desktop valuations, desk reviews and collateral risk products.
- I received extensive training and was familiar with the majority of Hansen offered products, affording me to work in almost of the Hansen's product lines.
- Fast Paced, high volume environment

Skills:

- Customer Service
- Decisiveness
- Self Motivated
- Origination
- Identifying Problem
- Problem Solutions
- Team Player
- Mentor
- Professional

EXHIBIT 9

File No. sf21-26_MktVal

APPRAISAL OF



SFR

LOCATED AT:

1038 McCall Dr
Corona, CA 92881-0123

FOR:

George Wafale Nasr
1038 McCall Dr
Corona, CA, 92881-0123

BORROWER:

George Wafale Nasr

AS OF:

February 20, 2021

BY:

Cynthia Quinteros
CA Certified General Appraiser

File No. sf21-26_MktVal

02/20/2021

George Wafale Nasr
1038 McCall Dr
Corona, CA, 92881-0123

File Number: sf21-26_MktVal

In accordance with your request, I have appraised the real property at:

1038 McCall Dr
Corona, CA 92881-0123

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as improved.
The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the market value of the property as of February 20, 2021 is:

\$395,000
Three Hundred Ninety-Five Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,
final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.


Cynthia Quinteros
CA Certified General Appraiser

Uniform Residential Appraisal Report

File No. sf21-26_MktVal

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 1038 McCall Dr City Corona State CA Zip Code 92881-0123
 Borrower George Wafale Nasr Owner of Public Record George Wafale Nasr County Riverside
 Legal Description .25 Acres In Lot 27 Mb 288/001 Tr 24601-11
 Assessor's Parcel # 116-202-007 Tax Year 2020 R.E. Taxes \$ 7,336
 Neighborhood Name Corona Map Reference 773-E5 Census Tract 0479.00
 Occupancy Owner Tenant Vacant Special Assessments \$ 0 PUD HOA \$ 0 per year per month
 Property Rights Appraised Fee Simple Leasehold Other (describe)
 Assignment Type Purchase Transaction Refinance Transaction Other (describe) Market Value
 Lender/Client George Wafale Nasr Address 1038 McCall Dr, Corona, CA 92881-0123
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No
 Report data source(s) used, offering price(s), and date(s). CRMLS
 I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.
 Contract Price \$ Date of Contract Is the property seller the owner of public record? Yes No Date Source(s)
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
 If Yes, report the total dollar amount and describe the items to be paid.
 Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends			One-Unit Housing		Percent One-Unit %
Location	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values	<input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	65 %
Built-Up	<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	%
Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mins <input type="checkbox"/> 3-6 mins <input type="checkbox"/> Over 6 mins	400 Low	0	Multi-Family	%
Neighborhood Boundaries	See Attached Addendum			2,400 High	71	Commercial	30 %
Neighborhood Description	See Attached Addendum			700 Prod.	21	Other Vacant	5 %

Market Conditions (including support for the above conclusions) See Attached Addendum

Dimensions See Attached Plat Map Area 10890 sf Shape Mostly Rectangular View N,Res;
 Specific Zoning Classification R1 Zoning Description Residential
 Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)
 Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe. See Attached Addendum

Utilities Public Other (describe) Private
 Electricity Water Sewer Asphalt
 Gas Sanitary Sewer Any None
 FEMA Special Flood Hazard Area Yes No FEMA Flood Zone X FEMA Map # 06085C1360G FEMA Map Date 08/28/2008
 Are the utilities and off-site improvements typical for the market area? Yes No If No, describe.
 Are there any adverse site conditions or external factors (assessments, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe. The subject site is located on a residential street. The subject backs to a well planted upslope, buffered by a retaining wall and rear yard setback. No significant site conditions or external factors were noted at this time. No title, soil, environmental or engineering report was completed at this time - please refer to an expert regarding these items.

GENERAL DESCRIPTION	FOUNDATION	EXTERIOR DESCRIPTION	INTERIOR
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Craw Space	Foundation Walls Concrete/Avg	Floors Tile-wd/Poor
# of Stories 2	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls Stucco-Rock/Avg+	Walls Drywall/Poor
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/End Unit	Basement Area 0 sq. ft.	Roof Surface Tile/Avg	Trim/Finish Wd/Poor
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish 0 %	Gutters & Downspouts Ptd Metal/Avg	Bath Floor Tile/Poor
Design (Style) Traditional	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type Dual Pane/avg	Bath Wainscot Tile-Fbg/iss/Poor
Year Built 2000	Evidence of <input type="checkbox"/> Infestation	Storm Swn/Insulated Typical/Avg	Car Storage <input type="checkbox"/> None
Effective Age (Yrs) 21	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens Mesh/Avg	<input checked="" type="checkbox"/> Driveway # of Cars 2
Attic <input type="checkbox"/> None <input type="checkbox"/> Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radent	Amenities <input type="checkbox"/> Wood Stove(s) # 0	Driveway Surface Concrete	
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs <input type="checkbox"/> Other	Fuel Gas <input checked="" type="checkbox"/> Fireplace(s) # 2	<input checked="" type="checkbox"/> Fence Rear	<input checked="" type="checkbox"/> Garage # of Cars 2
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Sealtie	Coating <input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Dash Rear	<input checked="" type="checkbox"/> Carport # of Cars 0
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	Individual <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Pool & Spa	<input type="checkbox"/> Other None
Appliances <input type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)			

Finished area above grade contains: 10 Rooms 5 Bedrooms 4.0 Bath(s) 3,711 Square Feet of Gross Living Area Above Grade
 Additional features (special energy efficient items, etc.) See Attached Addendum

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C6;No updates in the prior 15 years;The subject is a tow level detached single family residence in overall poor condition and not habitable at this time. The damage to the subject is due to water damage resulting from water leaks. At the time of this inspection, damage includes, but is not limited to flooring, interior trim (crown and baseboard), drywall, cabinets, electrical, counters, ceilings and appliances. Prior to the water damage, the subject featured marble flooring, wood flooring, custom crown molding, granite counters in the kitchen, venetian plaster wall < continued in addendum >
 Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes No If Yes, describe. See Attached Addendum

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? Yes No If No, describe.

Form No. 70 March 2005

UAD V. 9/2011

Page 1 of 6

Form No. 1004 March 2005

Uniform Residential Appraisal Report

Form No. sf21-26_MktVal

There are 9 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 824,900 to \$ 1,295,000

There are 44 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 670,000 to \$ 1,482,925

FEATURE	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
1038 McCall Dr Address: Corona, CA 92881-0123	1630 Via Galicia St Corona, CA 92881	1013 McCall Dr Corona, CA 92881	977 McCall Dr Corona, CA 92881	
Proximity to Subject	0.90 miles SE	0.04 miles NW	0.11 miles NW	
Sale Price	\$ 785,000	\$ 780,000	\$ 725,000	
Sale Price/Gross Liv. Area	\$ 225.19 sq. ft.	\$ 210.58 sq. ft.	\$ 197.33 sq. ft.	
Date Source(s)	crmls#OC20109132;DOM 0	crmls#PW20206272;DOM 0	crmls#IV20156416;DOM 126	
Verification Source(s)	Doc#300781	Doc#538428	Doc#Unavailable	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Date of Financing Concessions	Armlth FHA;15700	-15,700	Armlth Conv;0	Armlth Conv;0
Date of Sale/Time	s07/20;c06/20		s11/20;c10/20	s02/21;c12/20
Location	N;Res;	N;Res;	N;Res;	N;Res;
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	10890 sf	18295 sf	7405 sf	7841 sf
View	N;Res;	N;Res;	B;Mtns;City	B;Mtns;City
Design (Style)	DT2;Trad	DT2;Trad	DT2;Trad	DT2;Trad
Quantity of Construction	Q4	Q4	Q4	Q4
Actual Age	21	17	20	21
Condition	C6	C2	C2	C3
Above Grade	Total: 10 Rooms: 5 Baths: 4.0	Total: 9 Rooms: 5 Baths: 3.0	Total: 10 Rooms: 5 Baths: 4.0	Total: 9 Rooms: 5 Baths: 3.0
Room Count	10 5 4.0	9 5 3.0	10 5 4.0	9 5 3.0
Gross Living Area	3,711 sq. ft.	3,486 sq. ft.	3,704 sq. ft.	3,674 sq. ft.
Basement & Finished Rooms Below Grade	0sf	0sf	0sf	0sf
Functional/Utility	Average	Average	Average	Average
Heating/Cooling	FAU/CAC	FAU/CAC	FAU/CAC	FAU/CAC
Energy Efficient Items	Owned Solar	None	None	None
Garage/Carport	2ga2dw	3ga3dw	3ga3dw	2ga2dw
Porch/Patio/Deck	Prch;CvPatio	Prch;OpenPatio	Prch;CvPat/Balc	Prch;OpenPatio
Fireplaces	2 Fireplaces	1 Fireplace	1 Fireplace	1 Fireplace
Pool	Pool/Spa	Pool/Spa	Pool/Spa	None
Other	None	RV Parking	None	None
Net Adjustment (Total)	\$ 378,200	\$ 385,500	\$ 311,000	
Adjusted Sale Price of Comparables	Net Adj. -48.2% Gross Adj. 60.3%	Net Adj. -49.4% Gross Adj. 56.0%	Net Adj. -42.9% Gross Adj. 61.4%	

I did not research the sale or transfer history of the subject property and comparable sales. If not, explain _____

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data source(s) Public Records (CoreLogic)

My research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data source(s) Public Records (CoreLogic)

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Date of Prior Sale/Transfer	11/10/2008	06/30/2016	02/03/2009	
Price of Prior Sale/Transfer	521,000	745,000	525,000	
Date Source(s)	CoreLogic	CoreLogic	CoreLogic	CoreLogic
Effective Date of Data Source(s)	02/20/2021	02/20/2021	02/20/2021	02/20/2021

Analysis of prior sale or transfer history of the subject property and comparable sales: Public records do not indicate any prior sales of the subject within the past 3-years. Public records do not indicate any prior sales of the included comparables within the past 12-months. Sales/listing that are indicated as "standard" indicate they are neither short sale or REO properties.

Summary of Sales Comparison Approach: See Attached Addendum

Indicated Value by Sales Comparison Approach \$ 395,000

Indicated Value by: Sales Comparison Approach \$395,000 Cost Approach (if developed) \$ 0 Income Approach (if developed) \$

See Attached Addendum

This appraisal is made as is, subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: See Attached Addendum

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is: \$ 395,000 as of 02/20/2021, which is the date of inspection and the effective date of this appraisal.

Cynthia Quinteros #AG 005665

Uniform Residential Appraisal Report

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See Attached Addendum

ADDITIONAL COMMENTS

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.
 Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) **The site value listed is estimated by the abstraction method from market data analysed from improved property sales. This value represents a typical site value for the area. The cost figures are based on the BOA Residential Cost Handbook with building costs applied. The high land to value ratio is due to the demand for developed land within the area.**

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$
Source of cost data Board of Equalization Residential Cost Handbook	Dwelling 3,711 Sq. Ft. @ \$ = \$ 0
Quality rating from cost service C-D Effective date of cost data 01/2020	Sq. Ft. @ \$ = \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.) The cost approach has not been developed		
	Garage/Carport 420 Sq. Ft. @ \$ = \$ 0
	Total Estimate of Cost/New = \$ 0
	Less 65 Physical Functional External	
	Depreciation \$0 = \$ (0)
	Depreciated Cost of Improvements = \$ 0
	"As-Is" Value of Site Improvements = \$
Estimated Remaining Economic Life (HUD and VA only) 44 Years	INDICATED VALUE BY COST APPROACH = \$

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach
 Summary of Income Approach (including support for market rent and GRM)

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s) Detached Attached
 Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
 Legal name of project
 Total number of phases Total number of units Total number of units sold
 Total number of units rented Total number of units for sale Date source(s)
 Was the project created by the conversion of an existing building(s) into a PUD? Yes No If Yes, date of conversion.
 Does the project contain any multi-dwelling units? Yes No Date source(s)
 Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion.
 Are the common elements leased to or by the Homeowners' Association? Yes No If Yes, describe the rental terms and options.
 Describe common elements and recreational facilities.

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This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report


Form No. SF21-26_MktVal

- 22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
- 23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
- 24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
- 25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- 4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
 Name Cynthia Quinteros
 Company Name JTC Valuations
 Company Address 3750 Deerlodge Circle
Corona, CA 92881
 Telephone Number (951) 403-4476
 Email Address JTCreports.com
 Date of Signature and Report 02/21/2021
 Effective Date of Appraisal 02/20/2021
 State Certification # AG005665
 or State License # _____
 or Other (describe) _____ State # _____
 State CA
 Expiration Date of Certification or License 09/21/2021

ADDRESS OF PROPERTY APPRAISED
1038 McCall Dr
Corona, CA 92881-0123

APPRAISED VALUE OF SUBJECT PROPERTY \$ 395,000

LENDER/CLIENT

Name No AMC
 Company Name George Wafale Nasr
 Company Address 1038 McCall Dr
Corona, CA 92881-0123
 Email Address GNasr@me.com

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- Did not inspect subject property
- Did inspect exterior of subject property from street
Date of Inspection _____
- Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
- Did inspect exterior of comparable sales from street
Date of Inspection _____

Uniform Residential Appraisal Report

File No. sf21-26_MktVal

FEATURE	SUBJECT	COMPARABLE SALE NO. 4			COMPARABLE SALE NO. 5			COMPARABLE SALE NO. 6		
1038 McCall Dr Address: Corona, CA 92881-0123	3655 Sunmeadow St Corona, CA 92881	3655 Sunmeadow St Corona, CA 92881			2923 Gilbert Ave Corona, CA 92881					
Proximity to Subject		0.73 miles SE			0.92 miles NE					
Sale Price	\$	\$ 825,000			\$ 829,000			\$		
Sale Price/Gross Liv. Area	\$ 0.00 sq. ft.	\$ 220.88 sq. ft.			\$ 229.83 sq. ft.			\$ sq. ft.		
Data Source(s)		crmls#IG21015150;DOM 1			crmls#CV21033492;DOM 4					
Verification Source(s)		Standard Listing			Standard Listing					
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+	-\$ Adjustment	DESCRIPTION	+	-\$ Adjustment	DESCRIPTION	+	-\$ Adjustment
Sale or Financing Concessions		Listing			Listing					
Date of Sale/Time		:0			:0					
Location	N;Res;	N;Res;			N;Res;					
Leasehold/Fee Simple	Fee Simple	Fee Simple			Fee Simple					
Site	10890 sf	13504 sf	-8,000		12632 sf	-5,000				
View	N;Res;	B;Area;Mtn	-15,000		N;Res;					
Design (Style)	DT2;Trad	DT2;Trad			DT2;Trad					
Quality of Construction	Q4	Q4			Q4					
Actual Age	21	19	0		8	-10,000				
Condition	C6	C3	-358,000		C2	-373,000				
Above Grade	Total Rooms Rooms	Total Rooms Rooms			Total Rooms Rooms			Total Rooms Rooms		
Room Count	10 5 4.0	10 5 4.0			9 6 4.1	-6,000				
Gross Living Area	65 3,711 sq. ft.	3,735 sq. ft.	0		3,607 sq. ft.	7,000				
Basement & Finished Rooms Below Grade	0sf	0sf			0sf					
Functional Utility	Average	Average			Average					
Heating/Cooling	FAU/CAC	FAU/CAC			FAU/CAC					
Energy Efficient Items	Owned Solar	None	10,000		None	10,000				
Garage/Carport	2ga2dw	4ga4dw	-20,000		3ga3dw	-10,000				
Porch/Patio/Deck	Prch;CvPatio	Prch;OpenPatio	6,000		Prch;OpenPatio	6,000				
Fireplaces	2 Fireplaces	1 Fireplace	5,000		2 Fireplaces					
Pool	Pool/Spa	None	25,000		None	25,000				
Other	None	None			None					
Net Adjustment (Total)			\$ 355,000		\$ 356,000					
Adjusted Sale Price of Comparables		Net Adj. -43.0%			Net Adj. -42.9%			Net Adj. %		
		Gross Adj. 54.2%	\$ 470,000		Gross Adj. 54.5%	\$ 473,000		Gross Adj. %		
ITEM	SUBJECT	COMPARABLE SALE NO. 4			COMPARABLE SALE NO. 5			COMPARABLE SALE NO. 6		
Date of Prior Sale/Transfer	11/10/2008	12/19/2018								
Price of Prior Sale/Transfer	521,000	767,500								
Data Source(s)	CoreLogic	CoreLogic			CoreLogic					
Effective Date of Data Source(s)	02/20/2021	02/20/2021			02/20/2021					
Summary of Sales Comparison Approach See Page 2										

Form 1004, UAD 12/18/2015

Uniform Appraisal Dataset Definitions

File No. sf21-26_MktVal

Condition Ratings and Definitions

C1 The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and the recycled materials and the recycling components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2 The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3 The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4 The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy, however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5 The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6 The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions

Q1 Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2 Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

Q3 Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4 Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5 Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6 Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is "Not Updated" may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom site), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

The number of full and half baths is reported by separating the two values by a period. The full bath is represented to the left of the period. The half bath count is represented to the right of the period. Three-quarter baths are to be counted as a full bath in all cases. Quarter baths (baths that feature only toilet) are not to be included in the bathroom count.

ADDENDUM

Borrower: George Wafale Nasr	File No.: s21-26 MktVal
Property Address: 1038 McCell Dr	Case No.:
City: Corona	State: CA Zip: 92881-0123
Lender: George Wafale Nasr	

NEIGHBORHOOD BOUNDARIES

The subject neighborhood is bounded by Ontario avenue to the North, California Avenue to the East, the Cleveland Forest to the South and Lincoln Avenue to the West.

NEIGHBORHOOD DESCRIPTION

The subject is located within Riverside county with a Corona mailing address. Uses within the subject area are predominantly residential. Sfr's within the area were generally built in the 1990's and later, but may vary in age. Sfr's within the area range from tract homes, semi custom home to custom homes. Topography within the subject area is mostly level. Varying property elevations and distant mountains afford some dwellings with views. The subject is conveniently located to schools, shopping and to most other public support services.

It should be noted that the subject address conforms to the United States Postal Service (USPS) address standards in Publication 28 – Postal Addressing Standards (pub28) for complete addresses.

NEIGHBORHOOD MARKET CONDITIONS

Both the median comparable sale price and the median comparable list price have increased over the past year. The median sale price as a percentage of list price has remain stable at approximately 100%. Based on the data reflected in the Market Conditions addendum, the subject market is best described as increasing at this time. Conventional and FHA financing are prevalent with some VA financing also noted.

HIGHEST AND BEST USE

The subject as improved is a legally permissible use based on its current zoning. The lot size, shape, physical condition and land to building ratio allow the present structure and indicate a good utilization of the improvements. Based upon the current market conditions, the present use is its financially feasible and of maximum productive use. The highest and best use is its present use.

ADDITIONAL FEATURES

Raised planters in the yard; fenced in rear yard; covered patio to the rear; detached lattice covered patio in the rear; fire pit in the rear yard; in ground pool and spa with grotto; barbecue island in the rear yard; 2 fireplaces; solar panel system that is owned; dual AC units; built in cabinets in the garage; roll up garage door;

CONDITION OF THE PROPERTY

Continued from Condition of the Property: in areas (per the owner). This appraiser is not a contractor and cannot estimate the damage to the subject, however, the current owner has had estimates for the work and per the owner, states the cost to repair is \$223,000 for the bulk of the repairs and an additional \$150,000 for miscellaneous labor and services in order to repair the subject to good condition. It should be noted that this appraisal has been completed "as is" and stressed that the subject is not habitable at this time. Further the cost to cure is solely based on the estimate provided by the owner and not an estimate by this appraiser.

PHYSICAL DEFICIENCIES OR ADVERSE CONDITIONS

The appraiser is not a licensed contractor, engineer, environmental expert, home inspector, or other such professional and is not qualified to determine the soundness or structural integrity of the property. This appraisal report is not a home inspection, the appraiser only performed a visual observation of accessible areas and the appraisal report cannot be relied upon to disclose conditions and/or defects in the property.

COMMENTS ON SALES COMPARISON

The sales and listings contained in this report have been extracted from within the subject area and are considered to be reflective of the subject market. The included sales are comparable to subject in GLA, year built and lot size. The subject is superior in fireplace amenity with minor across the board adjustments applied. Comparables 3 and 4 are dated sales, (over 6-months old), that have been included due to the lack of more recent comparable sales and their overall similarities to the subject. .

The included comparables were selected in order to reach a logical, supported, reconciled value. Selection of the utilized comparables include, but are not limited to, consideration of similar GLA, bedroom utility, proximity and date of sale and are considered to be good indicators of value. Condition and view adjustments have been rated based on drive by inspection and MLS data when available. Differences in condition ratings reflect condition of improvements as well as updates and remodeling. Comparable sale 3 and listing 4 are not as upgraded as the other comparables utilized in this report and have been adjusted accordingly.

The appraised value for the subject is in "as is" condition, however, it must be noted that the subject is not habitable at this time. The appraised condition adjustments applied to the included comparables are a reflection of the cost to repair the subject as provided by the owner at the time of the inspection. Should the repair cost change, it could significantly impact the subject.

Comparables 4 and 5 are active listings that have been included to reflect current market activity within the area. Listings are included as additional support and not as the basis for the estimated value as they are not verified closed sales. While listings are included as additional support and not the basis of value, consideration has been given to these listings.

ADDENDUM

Borrower: George Wafale Nasr	File No.: sf21-26 MktVal	
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Lender: George Wafale Nasr		

Differences in GLA, exceeding 100sf, have been calculated at approximately \$65/sf, differences in lot size, exceeding 1,000sf at \$3/sf and full baths at \$12,000 each. Both the listings and comparables included in this report have been selected based on their similarities to the subject in characteristics, recent date of sale or current activity and location within the subject area. The best available comparables have been utilized and are considered to be good indicators of value.

The applied adjustments are based on paired sales analysis. Paired sales analysis is an appraisal technique used to determine a feature's value within a property. The paired sales may be sales either utilized in the subject appraisal or properties not included in the report, but that are similar to one another in most characteristics allowing the differing characteristic to be analyzed. It should be noted that often the basis of the adjustments are historical, meaning the area values have been mostly stable and adjustments rates not significantly changed. Paired sales is a common and reliable basis for adjustment calculations.

It should be noted that the indicated predominant one unit housing price is an average of the total sales within the subject area. The subject market includes dwellings of various sizes and conditions. The subject property is conforming to the area, however, due to its individual contributing factors, the subject property is above the area average sale price, but is within the neighborhood value range and does not appear to be an over-improvement or under-improvement for the area with no impact on marketability noted.

"The global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal."

FINAL RECONCILIATION

This report complies with the reporting requirements of USPAP as a complete/summary appraisal report. The cost approach has been considered, while the income approach was not developed in this case, as the subject is not primarily an income producing property.

This report was developed in adherence to the lenders Appraiser Independence Requirements.

The appraisal was prepared in accordance with FIRREA Title XI

Greatest consideration has been placed on the sales comparison approach which is considered to be most reflective of the market.

CONDITIONS OF APPRAISAL

- This appraiser has no current or prospective interest in the subject property or parties involved.
- This report was developed in adherence to the lenders Appraiser Independence Requirements.

ADDITIONAL COMMENTS

The appraiser obtained information and data in this report from various sources that are assumed to be reliable and accurate (such as, but not limited to NDC Data, multiple listing service, real estate broker/agent comments, public records, public news sources, federal/state/local government sources, statistical data providers, neighborhood data providers, title companies, chambers of commerce, home owner association, real estate management companies, etc.). The appraiser has made a reasonable attempt to verify such information and data, but is not responsible for any inaccuracy of such information.

As a clarification to the scope of this report and any use of such words or wording as "inspect", "inspection" or "needed repairs" anywhere in this report. The intended inference is limited to what the appraiser has visually observed - readily observable conditions, repairs or deferred maintenance items that may adversely affect and/or impact such factors as, but not limited to, the subject's marketability, value or safety (visually and obviously observable without probing, removing of panels or the like, observation of exterior components from ground level only, etc.). Furthermore, the appraiser is NOT a home inspector and is NOT an expert in issues relating to drainage, structural integrity or adequacy, environmental hazards, geological issues, environmental issues and/or other matters pertaining to such other items that are not readily and obviously observable (i.e. insulation, roofing, electrical issues, plumbing, etc.).

The intended user of this appraisal report is the client. The appraisal only establishes the value of the property for mortgage/insurance purposes. Buyers need to secure their own home inspections through the services of a qualified inspector and satisfy themselves about the condition of the property. The intended use is to evaluate the property that is the subject of this appraisal, subject to the stated scope of work, purpose of the appraisal, reporting requirements of the appraisal report form and definition of market value. No additional intended users are identified by the appraiser.

DISCLAIMERS:

Inspection: The terms "inspection" or "complete visual inspection" should be understood to mean a cursory

ADDENDUM

Borrower: George Wafale Nasr	File No.: s21-26 MktVal
Property Address: 1038 McCell Dr	Case No.:
City: Corona	State: CA Zip: 92881-0123
Lender: George Wafale Nasr	

visual review or observation of the subject property only. The appraiser is not a home inspector and this appraisal report is not a home inspection, the appraiser only performed a visual observation of accessible areas and the appraisal report cannot be relied upon to disclose conditions and/or defects in the property. Hidden, concealed or inaccessible portions of the subject property, i.e., crawl spaces and attics, have not been inspected, unless noted in the appraisal report. The appraiser did not move any personal property to disclose or reveal any unapparent or hidden defects to the structure. No effort was made by the appraiser to dismantle or make bores into the structure.

ENVIRONMENTAL HAZARDS, TOXIC SUBSTANCES AND INFESTATION:

The appraiser provides an opinion of value, but does not make any representations, guarantees or warranties, express or implied, that the property is free of defects or environmental problems. The appraiser performs an inspection of visible and accessible areas only. The appraiser does not have the expertise required to discover any environmental hazards, toxic substances or infestation concerning the subject property. The appraiser is not an expert in the field of environmental hazards and this report is not to be considered as an environmental assessment of the property.

MOLD: The appraiser is not qualified to determine if mold is present in the property and if present, the appraiser is not qualified to determine the cause of the mold, the type of mold or whether it poses any risk or hazard to the inhabitants.

LEAD BASED PAINT: The appraiser is not qualified to determine if lead based paint is present or if it poses any risk or hazard to its inhabitants.

INFESTATION: Unless otherwise stated, the appraiser did not observe the presence of insect, termite or other pest infestation. The appraiser, however, did not dismantle or make bores into the structure to test for hidden, encased, or otherwise concealed evidence of infestation. Infestation may be present in areas the appraiser cannot see.

SOURCE OF COST DATA

Board of Equalization Residential Cost Handbook

Market Conditions Addendum to the Appraisal Report Form No. sf21-26_MktVal

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address: 1038 McCall Dr City: Corona State: CA Zip Code: 92881-0123
 Borrower: George Wafale Nasr

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compare with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	19	11	14	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)	3.17	3.67	4.67	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Comparable Active Listings	13	9	9	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Housing Supply (Total Listings/Ab. Rate)	4.11	2.45	1.93	<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale & List Price; DOM; Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	785,000	837,000	870,000	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Sales Days on Market	17	20	29	<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Increasing
Median Comparable List Price	875,000	859,900	885,000	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Listings Days on Market	23	54	70	<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Increasing
Median Sale Price as % of List Price	100.00%	100.00%	100.01%	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Seller (developer, builder, etc.) paid financial assistance prevalent?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%; increasing use of buydowns, closing costs, condo fees, options, etc.).
 CRMLS indicates there were 44 closed sales during the past 12 months and 15 of those sales contained seller concessions which is 34% of the total transactions in this market area. Prior Months 7-12: 19 Sales; 7 with concessions; 37% of sales for this period. 4-6: 11 Sales; 4 with concessions; 36% of sales for this period. 0-3: 14 Sales; 4 with concessions; 29% of sales for this period. The concessions ranged between \$575 and \$25,000. The median concession amount is \$10,000.

Are foreclosure sales (REO sales) a factor in the market? Yes No If yes, explain (including the trends in listings and sales of foreclosed properties).
 CRMLS indicates there were 44 closed sales during the past 12 months and 2 of those sales were either foreclosures or short sales which is 5% of the total transactions in this market area. Prior Months 7-12: 19 Sales; 0 foreclosures or short sales; 0% of sales for this period. 4-6: 11 Sales; 1 foreclosures or short sales; 9% of sales for this period. 0-3: 14 Sales; 1 foreclosures or short sales; 7% of sales for this period.

Cite data sources for above information. CRMLS was the data source used to complete the Market Conditions Addendum. 2/20/2021

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.
 This data is considered to be reliable and the amount of research to analyze this information is consistent with the 'normal course of business' of the local peer group. The data required for the analysis in this form is limited by the data or research features of the MLS system and is dependent upon the accuracy and timeliness of the data provided by the users of this MLS. In order to have meaningful results, it is important to have an ample sampling of competing properties to measure market changes over time. Using substitute properties only would limit the sample and could provide misleading results.

In the subject to a unit in a condominium or cooperative project, complete the following: Project Name: _____

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Active Comparable Listings				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Are foreclosure sales (REO sales) a factor in the project? Yes No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

<p>APPRaiser</p> <p>Signature: <u>[Signature]</u> Name: <u>Cynthia Quinteros</u> Company Name: <u>JTC Valuations</u> Company Address: <u>3750 Deerlodge Circle</u> Corona, CA 92881 State License/Certification #: <u>AG005665</u> State: <u>CA</u> Email Address: <u>JTCreports.com</u></p>	<p>SUPERVISORY APPRAISER (ONLY IF REQUIRED)</p> <p>Signature: _____ Name: _____ Company Name: _____ Company Address: _____ State License/Certification #: _____ State: _____ Email Address: _____</p>
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Property Detail

Borrower: George Wafale Nasr	File No.: sf21-26 MktVal
Property Address: 1038 McCall Dr	Case No.:
City: CORONA	State: CA Zip: 92881-0123
Lender: George Wafale Nasr	

1038 McCall Dr, Corona, CA 92881-8451, Riverside County

OWNER INFORMATION

Owner Name	Nasr George Wafale	Tax Billing City & State	Corona, CA
Owner Name 2	Mansour Lotin Nagy	Tax Billing Zip	92877
Mail Owner Name	George Wafale Nasr	Tax Billing Zip+4	0123
Tax Billing Address	Po Box 77713		

LOCATION INFORMATION

Zip Code	92881	School District	Corona Norco
Corner Route	R022	Comm College District Code	Riverside City
Tract Number	24601-11	Census Tract	478.00

TAX INFORMATION

APN	110-202-007	Tax Area	004074
Alternate APN	110-202-007	Lot	27
% Improved	82%	Water Tax Dist	Western
Legal Description	23 ACRES IN LOT 27 MB 288/001 TR 24601-11		

CHARACTERISTICS

County Land Use	Single Family Dwelling	Water	Type Unknown
Universal Land Use	SFR	Sewer	Type Unknown
Lot Acres	0.25	Heat Type	Central
Lot Area	10,890	Coating Type	Central
Building Sq Ft	3,704	Garage Type	Attached Garage
Gross Area	4,347	Garage Sq Ft	042
Stories	2	Parking Type	Attached Garage
Bedrooms	4	Roof Material	Slate
Total Baths	4	Construction Type	Frame
MLS Total Baths	4	Pool	Pool
Full Baths	Text: 4 MLG: 3	Year Built	2500
Fireplaces	1	Other Improv	Yes
Quality	Average	# of Buildings	1

SELL SCORE

Rating	Moderate	Value As Of	2021-02-13 22:09:48
Std Score	878		

LAST MARKET SALE & SALES HISTORY

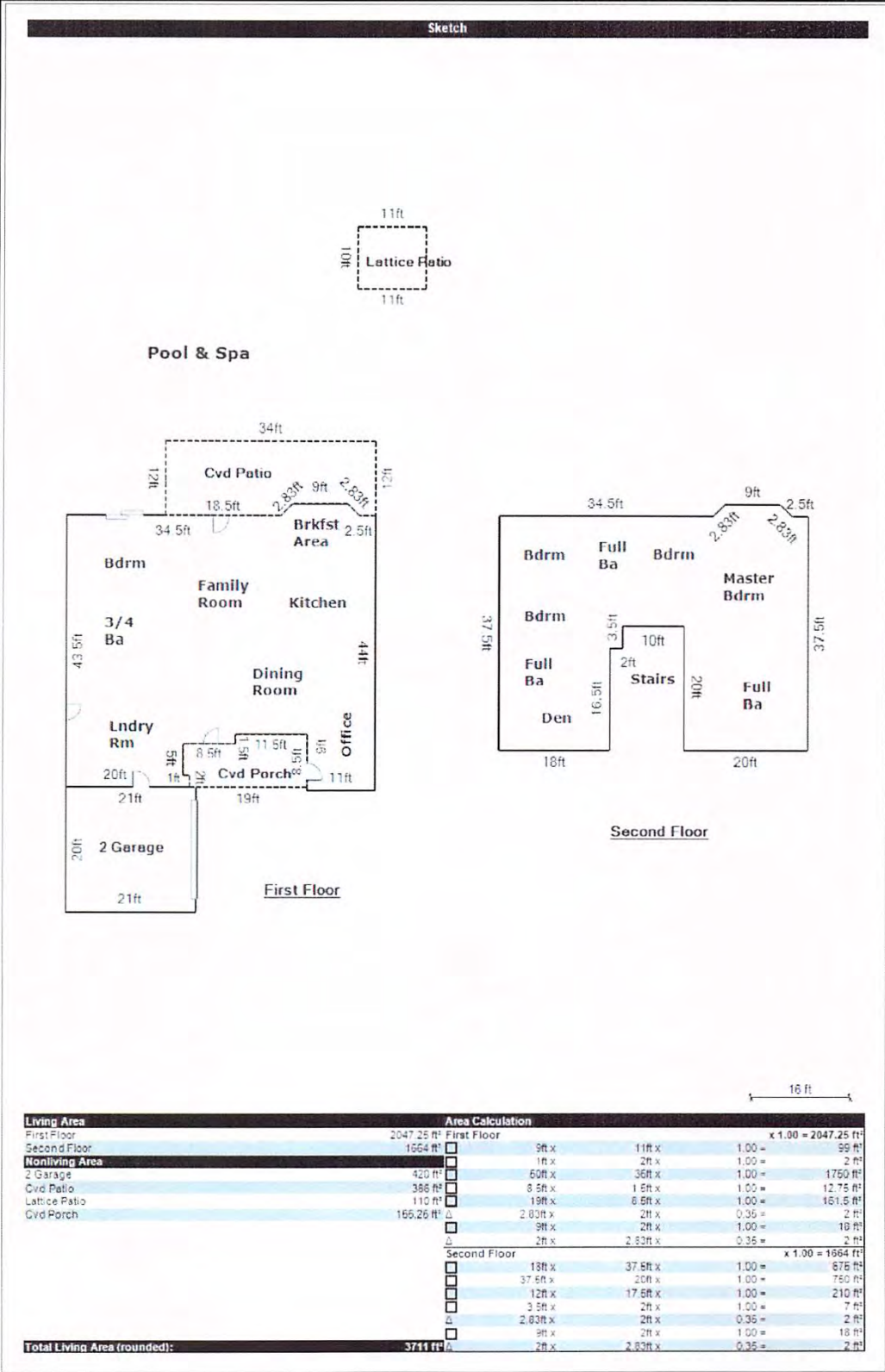
Recording Date	11/29/2008	Sale Type	Full
Sale Date	Text: 11/10/2008 MLS: 11/29/2008	Deed Type	Grant Deed
Sale Price	\$531,000	Owner Name	Nasr George Wafale
Price Per Square Foot	\$140.65	Owner Name 2	Mansour Lotin Nagy
Document Number	629564	Seller	Jp Morgan Trust 2008-S3

Recording Date	09/29/2017	03/29/2017	06/22/2010	04/21/2014	01/05/2010
Sale Date	09/22/2017	09/21/2017	06/18/2010	10/22/2013	12/09/2009
Sale Price					
Nominal	Y	Y	Y	Y	Y
Buyer Name	Ana & Joey Trust	Nasr George W	Ana & Joey Trust	Ana & Joey Trust	Nasr George
Seller Name	Nasr George W	Ana & Joey Trust	Ana & Joey Trust	Nasr George	Nasr George
Document Number	404265	402097	254821	143295	1774
Document Type	Grant Deed	Grant Deed	Quit Claim Deed	Quit Claim Deed	Grant Deed

Recording Date	11/29/2008	09/30/2008
Sale Date	11/10/2008	09/23/2008
Sale Price	\$531,000	\$530,000
Nominal		
Buyer Name	Nasr George	Jp Morgan Alternative 2006-S3

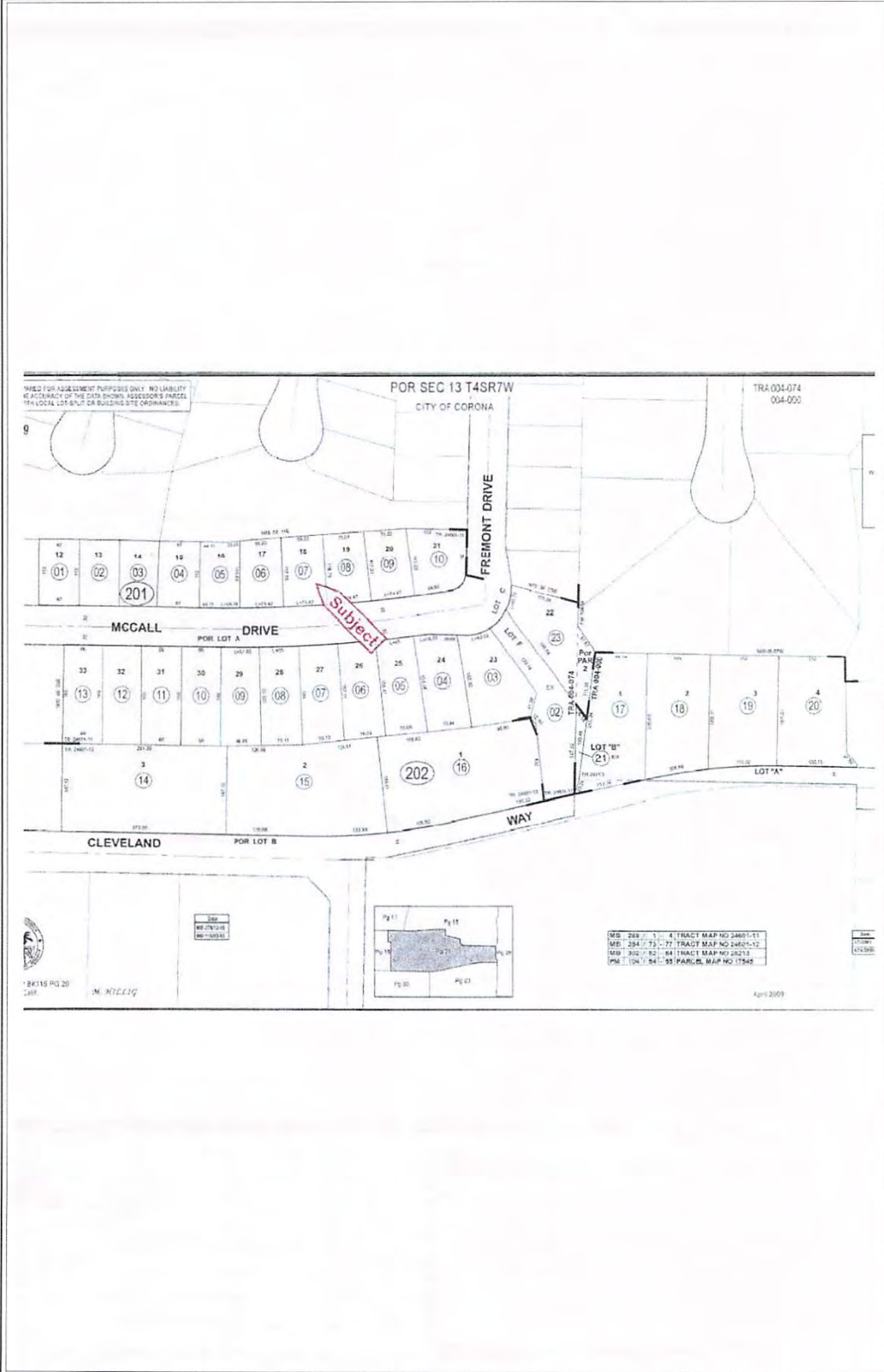
FLOORPLAN SKETCH

Borrower: George Wafale Nasr	File No.: sf21-26 MktVal
Property Address: 1038 McCall Dr	Case No.:
City: Corona	State: CA
Lender: George Wafale Nasr	Zip: 92881-0123



PLAT MAP

Borrower: George Wafale Nasr	File No.: sf21-26 MktVal
Property Address: 1038 McCall Dr	Case No.:
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Lender: George Wafale Nasr	Zip: 92881-0123



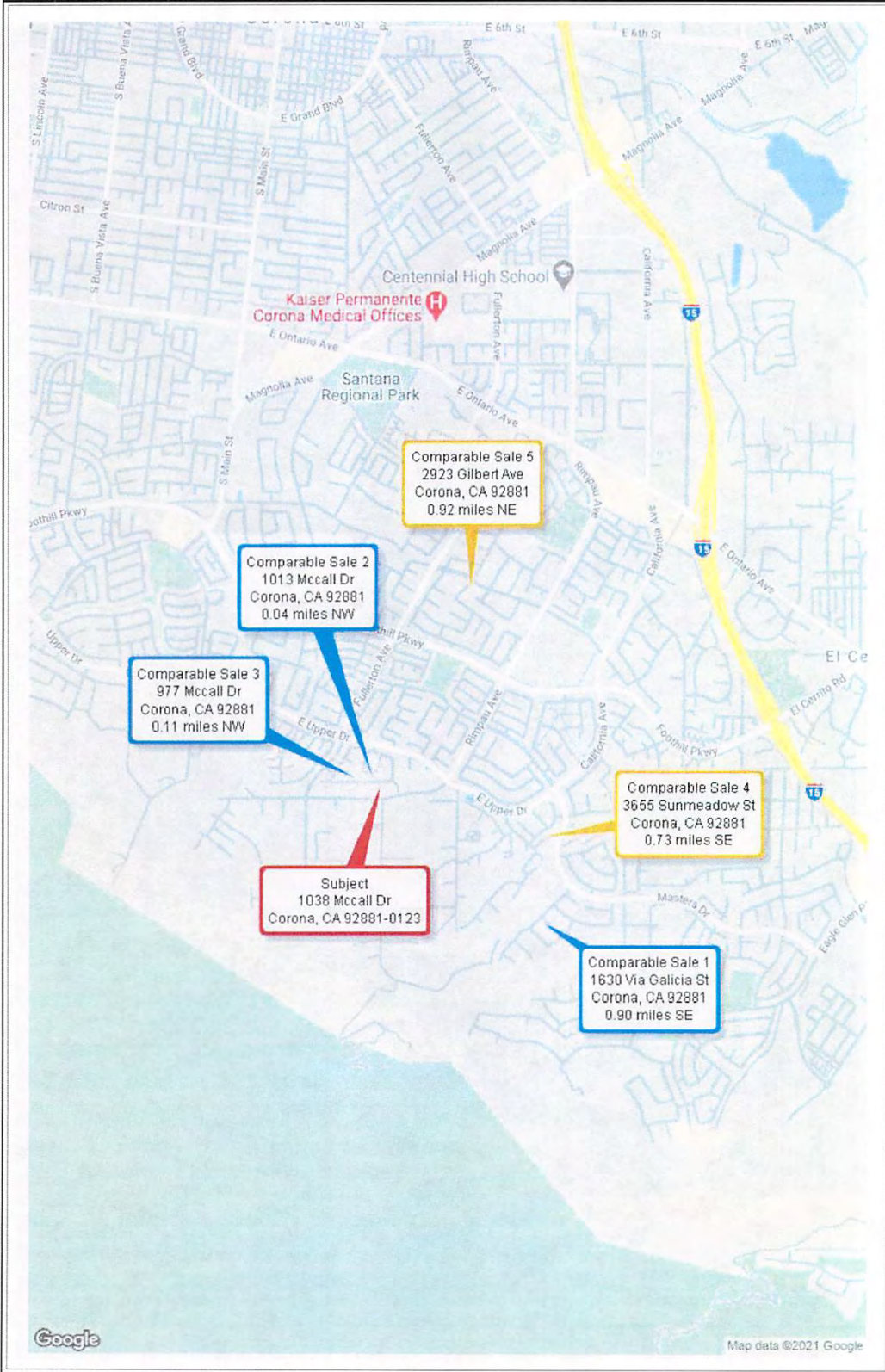
AERIAL MAP

Borrower: George Wafale Nasr	File No.: sf21-26 MktVal
Property Address: 1038 McCall Dr	Case No.:
City: Corona	State: CA Zip: 92881-0123
Lender: George Wafale Nasr	



LOCATION MAP

Borrower: George Wafale Nasr	File No.: sf21-26 MktVal
Property Address: 1038 McCall Dr	Case No.:
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Lender: George Wafale Nasr	Zip: 92881-0123



FLOOD MAP

Borrower: George Wafale Nasr	File No.: sf21-26_MktVal
Property Address: 1038 McCall Dr	Case No.:
City: Corona	State: CA
Lender: George Wafale Nasr	Zip: 92881-0123



FLOOD INFORMATION

Community: City of Corona
 Property is NOT in a FEMA Special Flood Hazard Area
 Map Number: 06065C1360G
 Panel: 06065C1360
 Zone: X
 Map Date: 08-28-2008
 FIPS: 06065
 Source: FEMA DFIRM

LEGEND

- = FEMA Special Flood Hazard Area – High Risk
- = Moderate and Minimal Risk Areas
- Road View:
 - = Forest
 - = Water

Sky Flood™

No representation or warranty is made by any party concerning the extent, accuracy or completeness of this flood hazard, including any warranty of suitability or fitness for a particular purpose as implied or provided. Visual scaling factors differ between map layers and are separate from flood curve information at marker locations. No liability is accepted to any third party for any use or misuse of this flood map or its data.

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: George Wafale Nasr	File No.: sf21-26 MktVal
Property Address: 1038 McCall Dr	Case No.:
City: Corona	State: CA Zip: 92881-0123
Lender: George Wafale Nasr	



FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: February 20, 2021
Appraised Value: \$ 395,000



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

Subject Photo Page

Borrower: George Wafale Nasr	File No.: sf21-26 MktVal
Property Address: 1038 McCall Dr	Case No.:
City: Corona	State: CA
Lender: George Wafale Nasr	Zip: 92881-0123



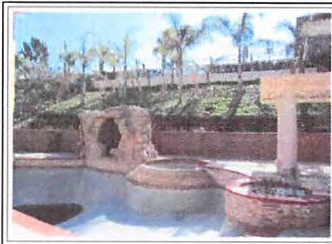
Street in the Opposite Direction



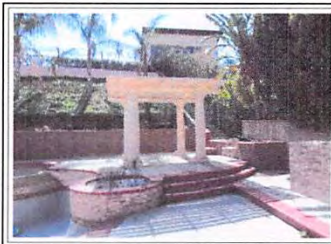
Side



Side



Backs Upslope



Detached Lattice Covered Patio



Barbecue Island



Pool and Spa (empty)



Garage



Kitchen and Breakfast Area



Family Room



Front Entrance



Dining Room

Subject Photo Page

Borrower: George Wafale Nasr	File No.: sf21-26 MktVal
Property Address: 1038 McCall Dr	Case No.:
City: Corona	State: CA
Lender: George Wafale Nasr	Zip: 92881-0123



Living Room



Laundry Room



Bath 1



Bedroom 1



Stairs



Entrance Ceiling



Bedroom 2



Bedroom 3



Bedroom 4



Bedroom 5



Den



Bath 2

Subject Photo Page

Borrower: George Wafale Nasr	File No.: sf21-26 MktVal	
Property Address: 1038 McCall Dr	Case No.:	
City: Corona	State: CA	Zip: 92881-0123
Lender: George Wafale Nasr		



Bath 3



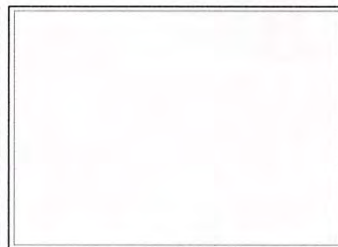
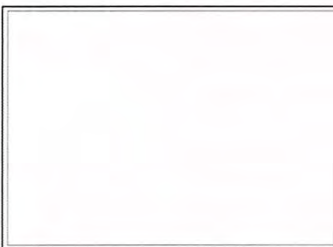
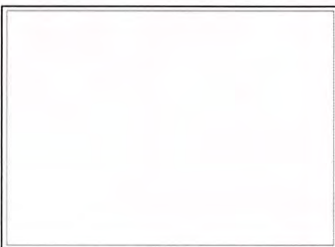
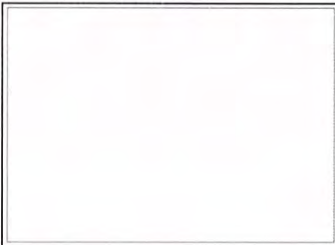
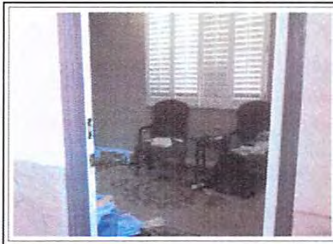
Bath 3 (Alternate View)



Bath 4



Drywall and Floor



COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: George Wafale Nasr	File No.: sf21-26 MktVal
Property Address: 1038 McCall Dr	Case No.:
City: Corona	State: CA Zip: 92881-0123
Lender: George Wafale Nasr	



COMPARABLE SALE #1

1630 Via Galicia St
 Corona, CA 92881
 Sale Date: s07/20;c06/20
 Sale Price: \$ 785,000



COMPARABLE SALE #2

1013 McCall Dr
 Corona, CA 92881
 Sale Date: s11/20;c10/20
 Sale Price: \$ 780,000



COMPARABLE SALE #3

977 McCall Dr
 Corona, CA 92881
 Sale Date: s02/21;c12/20
 Sale Price: \$ 725,000

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: George Wafale Nasr	File No.: sf21-26 MktVal
Property Address: 1038 McCall Dr	Case No.:
City: Corona	State: CA Zip: 92881-0123
Lender: George Wafale Nasr	



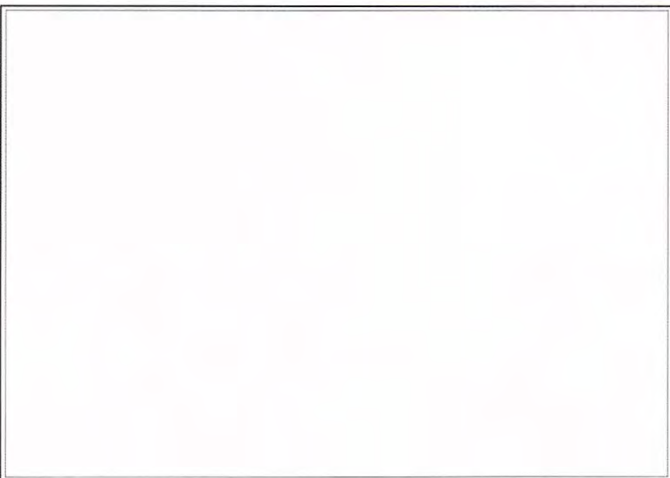
COMPARABLE SALE #4

3655 Sunmeadow St
 Corona, CA 92881
 Sale Date: 02/21
 Sale Price: \$ 825,000



COMPARABLE SALE #5

2923 Gilbert Ave
 Corona, CA 92881
 Sale Date: Active
 Sale Price: \$ 829,000



COMPARABLE SALE #6

Sale Date:
 Sale Price: \$

Borrower: George Wafale Nasr	File No.: sf21-26 MktVal	
Property Address: 1038 McCall Dr	Case No.:	
City: Corona	State: CA	Zip: 92881-0123
Lender: George Wafale Nasr		



Scanned by CamScanner

Borrower: George Wafale Nasr	File No.: sf21-26 MktVal
Property Address: 1038 McCall Dr	Case No.:
City: Corona	State: CA Zip: 92881-0123
Lender: George Wafale Nasr	



301 E. Fourth Street, Cincinnati, OH 45202

DECLARATIONS
 for
REAL ESTATE APPRAISERS
ERRORS & OMISSIONS INSURANCE POLICY

THIS IS BOTH A CLAIMS MADE AND REPORTED INSURANCE POLICY.

THIS POLICY APPLIES TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD.

Insurance is afforded by the company indicated below: (A capital stock corporation)

Great American Assurance Company

Note: The Insurance Company selected above shall herein be referred to as the Company.

Policy Number: **RAP417024-20** Renewal of: **RAP417024-19**

Program Administrator: **Herbert H. Lundy Insurance Agency Inc.**
 100 River Ridge Drive, Suite 301 Norwood, MA 02062

- Item 1. Named Insured: **Cynthia Quintana**
- Item 2. Address: **3750 Deerledge Circle**
 City, State, Zip Code: **Corona, CA 92881**
- Item 3. Policy Period: From **09/25/2020** To **09/25/2021**
(Month, Day, Year) (Month, Day, Year)
 (Both dates at 12:01 a.m. Standard Time at the address of the Named Insured as stated in Item 2.)
- Item 4. Limits of Liability:
- A. \$ 1,000,000 Damages Limit of Liability - Each Claim
 - B. \$ 1,000,000 Claim Expenses Limit of Liability - Each Claim
 - C. \$ 1,000,000 Damages Limit of Liability - Policy Aggregate
 - D. \$ 1,000,000 Claim Expenses Limit of Liability - Policy Aggregate
- Item 5. Deductible (Inclusive of Claim Expenses):
- A. \$ 500 Each Claim
 - B. \$ 1,000 Aggregate
- Item 6. Premium \$ **850.00**
- Item 7. Retroactive Date (if applicable): **09/25/2015**
- Item 8. Forms, Notices and Endorsements attached:
D42100 (03/15) D42300 CA (10/13) IL7324 (08/12)
D42414 (08/19) D42413 (06/17) D42412 (03/17) D42402 (05/13)
- George Wafale Nasr*
 Authorized Representative

File No. sf21-26_MktVal

***** INVOICE *****

File Number: sf21-26_MktVal 02/20/2021

George Wafale Nasr
1038 McCall Dr
Corona, CA 92881-0123

Full Appraisal Report
1038 McCall Dr
Corona, CA 92881-0123

Form 1004_UAD	\$	450.00
Rush	\$	100.00

Invoice Total	\$	550.00
Deposit	(\$	550.00)
Deposit	(\$)

Amount Due	\$	0.00

Terms: Payment Upon Inspection of Subject

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:
870 Roosevelt, Irvine, CA 92620

A true and correct copy of the foregoing document entitled: **MOTION TO COMPEL ABANDONMENT OF ESTATE'S INTEREST IN REAL PROPERTY LOCATED AT 1038 MCCALL DR. CORONA, CALIFORNIA; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF D. EDWARD HAYS, DONALD W. REID, GEORGE NASR, VICTOR L. GUIRGUIS, DAVID HAYWARD, AND CYNTHIA QUINTEROS IN SUPPORT** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **March 4, 2021**, 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 **March 4, 2021**, 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.

DEBTOR

GEORGE NASR
1038 MCCALL DRIVE
CORONA, CA 92881-8451

PRESIDING JUDGE'S COPY

HONORABLE SCOTT H. YUN
UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
3420 TWELFTH STREET, SUITE 345 /
COURTROOM 302
RIVERSIDE, CA 92501-3819

U.S. TRUSTEE (RS)

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

Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL**: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **March 4, 2021**, 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.

**PURSUANT TO AMENDED GENERAL ORDER 20-06,
COURTESY COPIES WILL BE DELIVERED BY MAIL.**

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.

March 4, 2021

Date

Layla Buchanan

Printed Name

/s/ Layla Buchanan

Signature

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** CONTINUED:

- **INTERESTED PARTY COURTESY NEF:** Michael Jay Berger michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com; michael.berger@ecf.inforuptcy.com
- **TRUSTEE LYNDA T. BUI (TR):** Lynda T. Bui (TR) trustee.bui@shulmanbastian.com, C115@ecfcbis.com
- **ATTORNEY FOR CREDITOR BAYVIEW LOAN SERVICING LLC:** Dane W Exnowski dane.exnowski@mccalla.com, bk.ca@mccalla.com, mccallaecf@ecf.courtdrive.com
- **ATTORNEY FOR DEFENDANT SARA SAMIR SAMAAN:** D Edward Hays ehays@marshackhays.com, ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **ATTORNEY FOR TRUSTEE AND PLAINTIFF LYNDA T. BUI (TR):** Brandon J Iskander biskander@shulmanbastian.com, avernon@shulmanbastian.com
- **ATTORNEY FOR CREDITOR SEACOAST COMMERCE BANK:** George C Lazar glazar@foxjohns.com
- **ATTORNEY FOR DEFENDANT SARA SAMIR SAMAAN and DEFENDANT VICTOR LOUIS GUIRGUIS:** Laila Masud lmasud@marshackhays.com, lmasud@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com
- **ATTORNEY FOR CREDITOR BMW FINANCIAL SERVICES NA, LLC, C/O AIR PORTFOLIO SERVICES, LP:** Rejoy Nalkara rejoy.nalkara@americaninfosource.com
- **ATTORNEY FOR DEBTOR GEORGE W. NASR AND DEFENDANT LORIN MANSOUR:** Donald W Reid don@donreidlaw.com, ecf@donreidlaw.com
- **ATTORNEY FOR CREDITOR ATLAS ACQUISITIONS LLC:** Avi Schild bk@atlasacq.com
- **ATTORNEY FOR TRUSTEE LYNDA T. BUI (TR):** Leonard M Shulman lshulman@shulmanbastian.com
- **U.S. TRUSTEE:** United States Trustee (RS) ustpregion16.rs.ecf@usdoj.gov
- **INTERESTED PARTY COURTESY NEF:** Robert P Zahradka caecf@tblaw.com

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

SECURED CREDITOR

FLAGSTAR BANK
ATTN: BANKRUPTCY
5151 CORPORATE DRIVE
TROY, MI 48098-2639

EXHIBIT 7



Trustee Insurance Agency
2813 West Main
Kalamazoo, MI 49006 US
(877) 237-8167
JAC@trusteeresourcegroup.com

INVOICE

BILL TO

Linda Bui
Re: Nasr, Case #19-10263
3550 Vine Street, Suite 210
Riverside, CA 92507
United States of America

INVOICE # 14119
DATE 03/18/2021
DUE DATE 04/02/2021
TERMS Net 15

CASE NUMBER	DEBTOR NAME
19-10263	Nasr

DATE	DESCRIPTION	AMOUNT
03/18/2021	Property Address: 1038 McCall Dr, Corona, CA 92881 Insured Value: \$700,000.00 Coverage Period: 3/17/21 - 6/17/21 Deductible: \$1,000.00 Status: Vacant	560.00
03/18/2021	General Liability: \$1 million per occurrence/\$2 million aggregate	10.00

Should there be any updates to your billing address or e-mail please
contact us with these revisions.

BALANCE DUE **\$570.00**

Thank you for your business!

EXHIBIT 8

3/18/2021 11:35:22 AM

Shulman Bastian Friedman & Bui LLP

Page 1

Draft for Work-In-Process Through 3/18/2021

Matter ID: 6058-000

Draft Seq #

1

Re: In re George W. Nasr/Bui-7TT

George W. Nasr
c/o Lynda Bui, Trustee
3550 Vine Street, Suite 210
Riverside, CA 92507

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2388085	10/31/19	BJI	51: Telephone conference with Trustee re proposed next steps to object to Debtor's claim of homestead exemption.		0.20	295.00	59.00
2389011	11/06/19	BJI	51: Continue research of possible homestead objection grounds and complete draft motion to disallow homestead, less declaration of Matt Vanderbeek which will need to be developed.		2.40	295.00	708.00
2389012	11/07/19	BJI	51: Detailed email to proposed broker M. Vanderbeek re need for further analysis of equity in McCall Drive property on petition date.		0.20	295.00	59.00
2389023	11/07/19	LMS	51: Review issues and challenges re sale of debtor's residence; prep instructions.		0.30	645.00	193.50
2389455	11/07/19	BJI	51: Additional emails with proposed broker M. Vanderbeek re scope of analysis needed on McCall Drive Property.		0.20	295.00	59.00

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2391075	11/18/19	BJI	51: Revise draft homestead objection to include turnover provision per Trustee comments and concerns.		0.30	295.00	88.50
2392821	11/21/19	BJI	51: Conference with Trustee on strategies to sell McCall Drive Property even though it is fully encumbered by disputed lien.		0.10	295.00	29.50

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2392859	11/27/19	BJI	51: Review and respond to Trustee administrator T. Wooten inquiry re timing of objection to homestead in light of need for funds to sell McCall Property free and clear and need for information re mortgage payments being made.		0.20	295.00	59.00
2394312	12/09/19	BJI	51: Email to Debtor's counsel following up on Debtor's assertion at deposition that he was not paying mortgage for McCall Drive Property.		0.10	295.00	29.50

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2396995	12/20/19	BJI	51: Telephone conference with Trustee re next steps on McCall Drive Property in light of failure by Debtor to pay mortgage.		0.30	295.00	88.50
2396494	12/23/19	BJI	51: Prepare email to Trustee summarizing potential quandary faced over equity in the McCall Drive Property, strategies to maximize same.		0.10	295.00	29.50
2396503	12/24/19	BJI	51: Draft and send detailed email to Debtor's counsel demanding turnover of documents related to whether Debtor has ceased making mortgage payments on McCall Drive Property as well as turnover of balance remaining due on tax refund belonging to the Estate.		0.30	295.00	88.50
2396540	12/24/19	BJI	51: Telephone conference with Trustee regarding probability that Debtor has ceased making mortgage payments, potential responses to same.		0.20	295.00	59.00
2396547	12/24/19	BJI	51: Telephone conference with proposed broker M. Vanderbeek re listing agreement for the McCall Drive Property.		0.10	295.00	29.50
2396986	12/26/19	BJI	51: Review proposed listing agreement drafted by broker M. Vanderbeek for McCall Drive Property.		0.20	295.00	59.00
2396989	12/26/19	BJI	51: Additional communications with M. Vanderbeek re revisions to be made to listing agreement in light of recent comments by the Court.		0.20	295.00	59.00
2396677	12/27/19	LMS	51: Discuss and briefly review with client transactional docs to list debtor's residence.		0.50	645.00	322.50
2398743	01/09/20	BJI	51: Email to proposed broker re application to employ him for purposes of marketing and selling the McCall Drive Property.		0.10	295.00	29.50

Draft for Work-In-Process Through 3/18/2021

Matter ID: 6058-000

Draft Seq # 1

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2398828	01/10/20	BJI	51: Substantially revise draft objection to exemptions with expectation that it will be opposed, add 2 exhibits and attachment, and prepare for a 1/15 filing at the latest.		0.60	295.00	177.00
2399307	01/13/20	MDL	51: Review and revise motion objecting to homestead exemption for for turnover order; declarations of M. Vanderbeek and B. Iskander in support thereof.		0.50	475.00	237.50
2399411	01/13/20	LMS	51: Further suggested revisions to homestead exemption obj.		0.30	645.00	193.50
2399525	01/13/20	BJI	51: Telephone conference with Trustee re turnover relief to be sought with respect to McCall Drive Property.		0.20	295.00	59.00
2399923	01/14/20	BJI	51: Review Objection to Exemption and approve for filing.		0.20	295.00	59.00
2399739	01/15/20	LMS	51: Review and revise for final obj to homestead exemption; comments for anticipated hrg.		0.40	645.00	258.00
2400385	01/16/20	BJI	51: Email to Trustee's proposed broker re whether Debtor has arranged interior inspection of McCall Drive by requested deadline.		0.10	295.00	29.50
2400386	01/16/20	BJI	51: Follow up email to Debtor's counsel D. Reid re request for cooperation by Debtor in arranging an interior inspection.		0.10	295.00	29.50

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2400885	01/21/20	BJI	51: Review and respond to communication of broker M. Vanderbeek re lack of cooperation of Debtor with sale of McCall Drive Property.		0.20	295.00	59.00
2400886	01/21/20	BJI	51: Call and voicemail to Debtor's counsel re inquiry as to Debtor's intentions after failing to contact the Trustee's broker by requested deadline of 1/17.		0.10	295.00	29.50
2401081	01/22/20	BJI	51: Review preliminary response of D. Reid re multiple inquiries on whether Debtor will be providing access to McCall Drive Property.		0.10	295.00	29.50
2402028	01/27/20	BJI	51: Conference with Trustee re Debtor's opposition to homestead objection.		0.10	295.00	29.50
2403135	01/28/20	BJI	51: Review and approve draft proposed order and declaration re non-opposition to application to employ broker in connection with proposed sale of McCall Drive Property.		0.30	295.00	88.50

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2403140	01/28/20	BJI	51: (Samaan) Review Samaan counsel's changes in response to Trustee's changes, and confer with Trustee re results, strategy for resolving impasse.		0.30	295.00	88.50
2402401	01/29/20	BJI	51: Continue and complete reply plus exhibits to Debtor's opposition to motion to disallow homestead exemption and for turnover of property of the estate.		3.10	295.00	914.50
2402656	01/30/20	BJI	51: Conference with Trustee re draft reply to Debtor's opposition to homestead objection and turnover motion.		0.30	295.00	88.50
2402665	01/31/20	LMS	51: Review and approve reply brief for final (.3) instructions for hrg re exemption. (.2)		0.50	645.00	322.50
2403128	01/31/20	BJI	51: Multiple inquiries with broker M. Vanderbeek re status of Debtor granting access to McCall Drive Property.		0.20	295.00	59.00
2403145	01/31/20	BJI	51: Telephone conference with Trustee re her imperative that counsel focus on selling McCall Drive Property free and clear of disputed liens and interests in light of bad faith mediation tactics by Guirguis and counsel at the 1/30 mediation.		0.20	295.00	59.00
2403266	02/03/20	LMS	51: Review and analyze issues with debtor's failure to cooperate; instructions for hrg on exemption obj and turnover.		0.40	645.00	258.00

3/18/2021 11:35:24 AM

Shulman Bastian Friedman & Bui LLP

Page 20

Draft for Work-In-Process Through 3/18/2021

Matter ID: 6058-000

Draft Seq # 1

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2403916	02/06/20	BJI	51: Same-day preparation and appearance on Trustee's motion to disallow claimed homestead exemption in property of the estate.		2.20	295.00	649.00
2404031	02/06/20	BJI	51: Prepare proposed order on Trustee's motion to disallow homestead exemption as per Court instruction.		0.30	295.00	88.50
2404033	02/06/20	BJI	51: Prepare draft email for Trustee review to send to Debtor's counsel re next steps on sale of McCall Drive Property.		0.20	295.00	59.00
2404262	02/07/20	BJI	51: Telephone conference with Trustee on next steps after denial of turnover motion, comments of Judge Yun on required cooperation by the Debtor.		0.20	295.00	59.00
2404267	02/07/20	BJI	51: Call and voicemail to Debtor's counsel re cooperation on sale of McCall Drive Property.		0.10	295.00	29.50
2404482	02/10/20	LMS	51: Review and analyze results of hearing on objections to exemption and turnover (.2); discuss next steps with client.		0.30	645.00	193.50

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2404748	02/10/20	BJI	51: Review and analyze results and recommendations of Trustee's broker M. Vanderbeek re sale of the McCall Drive Property.		0.40	295.00	118.00
2408026	02/11/20	BJI	51: Review and exchange emails with Debtor's counsel re his representations made to the Court regarding cooperation and access to the McCall Drive Property to market and sell the same.		0.20	295.00	59.00
2408027	02/11/20	BJI	51: Review and analyze detailed email by broker M. Vanderbeek re need for guidance on how to proceed to market McCall Drive Property in light of a number of cosmetic and occupancy issues regarding same.		0.30	295.00	88.50

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2406587	02/17/20	BJI	51: Email to broker requesting updated status re marketing efforts for 1038 McCall Drive.		0.10	295.00	29.50
2406593	02/18/20	BJI	51: Review and analyze multiple assertions of Debtor's counsel re alleged invasion of privacy given his ongoing failure to cooperate.		0.30	295.00	88.50
2406594	02/18/20	BJI	51: Draft and send detailed email to Debtor re scope and need for cooperation re marketing and sale of 1038 McCall Drive.		0.30	295.00	88.50
2406601	02/20/20	BJI	51: Revise proposed email to title company re strategy to reconvey title of McCall Drive Property from Ana & Josy Trust to the bankruptcy estate.		0.10	295.00	29.50
2406895	02/24/20	BJI	51: Review and analyze multiple emails from Debtor's counsel distorting the record re broker's attempts to gain access to McCall Drive Property in order to market and sell the same.		0.50	295.00	147.50
2408076	02/26/20	BJI	51: Draft and send multi-point refutation of Debtor's counsel's accusations re Trustee's efforts to market and sell McCall Drive Property.		0.40	295.00	118.00

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2408101	02/28/20	BJI	51: Respond to Debtor's counsel's most recent accusations and set forth next steps re cooperation to market and sell McCall Drive Property.		0.20	295.00	59.00
2408102	02/28/20	BJI	51: Prepare stipulation re occupancy of McCall Drive Property.		0.30	295.00	88.50
2409878	03/09/20	AMV	51: Draft Stipulation re Occupancy and Marketing of the McCall Drive Property.		0.80	195.00	156.00
2409883	03/09/20	BJI	51: Revise stipulation for occupancy in preparation to transmit to Trustee for review and approval.		0.20	295.00	59.00
2410086	03/10/20	BJI	51: Telephone conference with Trustee re revisions to be made to stipulation re occupancy of McCall Drive Property.		0.20	295.00	59.00
2410134	03/10/20	BJI	51: Review and revise draft stipulation re occupancy of McCall Drive Property in light of comments and instructions received from the Trustee on same.		0.30	295.00	88.50
2410265	03/11/20	LMS	51: Review and revise property access stipulation for debtor.		0.30	645.00	193.50
2410887	03/11/20	BJI	51: Email stipulation for occupancy and cooperation with Trustee re marketing of McCall Drive Property to Debtor's counsel.		0.10	295.00	29.50

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2413959	03/31/20	BJI	51: Advise Trustee re lack of communication received from Debtor re request for stipulation re occupancy, mortgage information, and proposed next steps in light of same.		0.20	295.00	59.00
2415340	04/06/20	BJI	51: Review case file for evidence of insurance and maintenance of mortgage payment and follow up with Debtor's counsel re providing copies of same as well as agreement re continued occupancy of McCall Drive Property.		0.30	295.00	88.50
2415459	04/07/20	BJI	51: Review and analyze update provided by Debtor's counsel re Debtor's efforts to maintain the McCall Drive Property.		0.20	295.00	59.00
2416110	04/10/20	BJI	51: Draft and send email to Debtor's counsel requesting status update re mortgage payments, alleged forbearance entered into by Flagstar Bank, and other issues re McCall Drive Property.		0.20	295.00	59.00

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Matter ID: 6058-000

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Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2416274	04/13/20	BJI	51: Provide update to Trustee re value of McCall Drive Property to the Estate and latest developments such as appearance of RFS firm as of 4/10.		0.20	295.00	59.00
2417750	04/21/20	BJI	51: Follow up with Debtor's counsel re status of obtaining evidence of a forbearance from Flagstar Bank for mortgage payments for the McCall Drive Property.		0.10	295.00	29.50
2418021	04/22/20	BJI	51: Review updated information provided by Debtor re transfer of servicing of McCall Drive Property loan to Bayview and progress obtaining confirmation of forbearance on mortgage payments.		0.20	295.00	59.00

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2419058	04/29/20	BJI	51: Review and analyze communication from Debtor's counsel re flood damage at McCall Drive Property.		0.40	295.00	118.00
2419059	04/29/20	BJI	51: Email to Trustee's broker requesting assessment of McCall Drive photos and set-up of interior inspection.		0.20	295.00	59.00
2419061	04/29/20	BJI	51: Confer with Trustee re insurance issues concerning water damage at McCall Drive Property.		0.30	295.00	88.50
2419062	04/29/20	BJI	51: Telephone conference with Debtor's attorney D. Reid re water damage at McCall Drive Property (0.2) and follow-up email summarizing same (0.1).		0.30	295.00	88.50
2419126	04/29/20	BJI	51: Review and exchange emails with the Trustee on how to address cooperation issues with the Debtor regarding repairs to be made at McCall Drive Property.		0.20	295.00	59.00
2419127	04/29/20	BJI	51: Review and analyze initial assessment by broker of damage done to McCall Drive Property in preparation to set up conference call with Debtor by 4/30.		0.20	295.00	59.00
2419129	04/29/20	BJI	51: Call and follow up email to D. Reid re setup of zoom call to discuss cooperation toward mutual goal of repair at McCall Drive Property.		0.20	295.00	59.00
2419347	04/30/20	BJI	51: Review and exchange emails with Debtor's counsel re conference call to set parameters for cooperation with respect to water damage at McCall Drive Property.		0.20	295.00	59.00

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2419515	04/30/20	BJI	51: Conference with Trustee and Debtor's counsel re next steps to repair McCall Drive Property and to collaborate on sharing of information re insurance and repair companies.		0.30	295.00	88.50
2419520	04/30/20	BJI	51: Draft and send detailed email to Debtor's counsel summarizing the results of conference with Trustee and Debtor and requesting additional information and documentation.		0.30	295.00	88.50
2420022	05/04/20	BJI	51: Review communications between broker and Debtor's counsel to inspect water damage to McCall Drive Property.		0.20	295.00	59.00
2420294	05/05/20	BJI	51: Review communications between Debtor's counsel and broker re insurance inspection of McCall Drive Property same day.		0.20	295.00	59.00
2420295	05/05/20	BJI	51: Review and analyze information provided by broker re extent of damage at McCall Drive Property.		0.40	295.00	118.00
2420303	05/05/20	BJI	51: Email to Debtor's counsel requesting insurance adjuster's information for the Trustee's files.		0.10	295.00	29.50
2420569	05/06/20	BJI	51: Review and analyze concerns raised by broker re condition of the McCall Drive Property.		0.30	295.00	88.50
2420793	05/07/20	BJI	51: Telephone conference with Debtor's counsel re need for Debtor to include Trustee on all insurance matters concerning McCall Drive Property.		0.20	295.00	59.00
2420794	05/07/20	BJI	51: Call and voicemail to Pacific Specialty insurance re Estate's interest in McCall Drive Property.		0.20	295.00	59.00
2420795	05/07/20	BJI	51: Draft and send follow up email to Pacific Specialty insurance re Estate's interest in McCall Drive Property.		0.30	295.00	88.50

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2420998	05/07/20	BJI	51: Review and exchange multiple emails with the Trustee re information gathering efforts with respect to insurance for the McCall Drive Property.		0.30	295.00	88.50
2420845	05/08/20	LMS	51: Review and analyze multiple comms by and between debtor, trustee and ins adjuster (.5); prep comments re property of estate issues (.1)		0.60	645.00	387.00
2420910	05/08/20	BJI	51: Telephone conference with Debtor's counsel re ongoing issues concerning McCall Drive Property, issues re insurance.		0.20	295.00	59.00
2420911	05/08/20	BJI	51: Review and exchange multiple emails with Debtor's counsel and Pacific Specialty Insurance re Estate's interest in repairs to the McCall Drive Property.		0.40	295.00	118.00
2420912	05/08/20	BJI	51: Detailed email to Trustee re results of telephone conference with Debtor's counsel, proposed next steps.		0.30	295.00	88.50
2420943	05/08/20	BJI	51: Telephone conference with A. Nixon of Pacific Specialty Insurance re Estate's interest in McCall Drive Property.		0.20	295.00	59.00
2420975	05/08/20	JRI	51: Analysis of the debtor's position regarding title to homeowner's policy proceeds. Provide instructions to Brandon Iskander re: same.		0.80	595.00	476.00
2420993	05/08/20	BJI	51: Review and analyze Debtor's legal assertions re ownership of insurance proceeds for repair of the McCall Drive Property.		1.20	295.00	354.00
2421003	05/08/20	BJI	51: Second telephone conference with A. Nixon of Pacific Specialty Insurance re pending insurance claim for McCall Drive Property.		0.30	295.00	88.50
2421010	05/08/20	BJI	51: Review Trustee comments and instructions with respect to negotiations with Debtor over use of insurance proceeds for repair of the McCall Drive Property.		0.20	295.00	59.00

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2421691	05/14/20	LMS	51: Instructions re use of ins proceeds re McCall property (.2); review and approve confirming email. (.1)		0.30	645.00	193.50
2422613	05/19/20	LMS	51: Comms with interested parties re deployment of insurance proceeds to re mediate McCall.		0.30	645.00	193.50
2422694	05/20/20	LMS	51: Comms with interested parties re deployment of insurance proceeds and marketing property.		0.40	645.00	258.00

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
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2427847	06/08/20	BJI	51: Review response of Debtor's counsel re request for access to McCall Drive Property for inspection, stipulation to continue hearing on homestead objection.		0.20	295.00	59.00
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Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2435867	07/07/20	BJI	51: Review and exchange communications with Debtor's counsel re status of insurance claim for remediation of McCall Drive Property.		0.30	295.00	88.50
2435868	07/07/20	BJI	51: Begin review and analysis of homeowner's insurance policy produced by Debtor on 7/7.		0.30	295.00	88.50
2435872	07/07/20	BJI	51: Review in detail status update from Debtor re litigation by insurance company over Debtor's claim for repair of the McCall Drive Property.		0.30	295.00	88.50

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Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2438732	07/23/20	BJI	51: Contact McCall Drive Property broker to set up monthly inspections of McCall Drive Property remediation effort.		0.20	295.00	59.00
2438760	07/23/20	BJI	51: Review and analyze settlement possibilities with Defendant Guirguis in light of information that Debtor no longer resides at the McCall Drive Property.		0.30	295.00	88.50
2439266	07/27/20	BJI	51: Extended telephone conference with Trustee re means of mitigating loss created by Debtor in respect to the McCall Drive Property, next steps for turnover and or actively marketing same.		0.50	295.00	147.50
2439352	07/27/20	BJI	51: Draft and send detailed email to Debtor's counsel re need for regular inspections of the McCall Drive Property to commence in light of delayed remediation process.		0.20	295.00	59.00
2440452	07/29/20	BJI	51: Review and analyze response of D. Reid to request for access to McCall Drive Property and status of repairs for impact on marketability of the same.		0.20	295.00	59.00
2440242	07/31/20	LMS	51: Discuss McCall property marketing and sale strategy with client and broker.		0.30	645.00	193.50

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2440476	07/31/20	BJI	51: Follow up with McCall Drive broker re potential value of McCall Drive Property in its damaged state in light of likely legal scenario whereby turnover will need to be accomplished and a sale of the Property as is.		0.20	295.00	59.00
2442780	08/03/20	LMS	51: Review ins issues re McCall property (.2); prep instructions re impact on marketing. (.1)		0.30	645.00	193.50
2442862	08/03/20	BJI	51: Call and voicemail to A. Nixon of Pacific Specialty Insurance re status of insurance claim for McCall Drive Property.		0.20	295.00	59.00
2442866	08/03/20	BJI	51: Prepare detailed settlement communication for Debtor's counsel re next steps with respect to McCall Drive Property after consulting with the Trustee.		0.40	295.00	118.00
2443239	08/03/20	BJI	51: Call and voicemail to A. Nixon of Pacific Specialty Insurance re need for telephone conference on Trustee's efforts to market and sell the McCall Drive Property.		0.20	295.00	59.00
2443255	08/03/20	BJI	51: Outline agenda for discussion of issues re sale of McCall Drive Property with insurance company.		0.30	295.00	88.50

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2444921	08/13/20	RMK	51: Review and analyze issues re options for sale of the McCall Property given status of pending adversary proceeding, objection to homestead exemption and title concerns.		0.40	425.00	170.00
2444927	08/13/20	BJI	51: Review and analyze potential means of compromise with Bayview to sell the McCall Drive Property under 506(c).		0.50	295.00	147.50
2444928	08/13/20	BJI	51: Draft and send detailed proposal to Trustee re means of selling McCall Drive Property over potential objections of the Debtor.		0.20	295.00	59.00
2445005	08/14/20	LMS	51: Strategy mtg with client re McCall property.		0.50	645.00	322.50
2445649	08/17/20	BJI	51: Review and analyze scope of discoverable documents from Pacific Specialty insurance in light of its ongoing failure to provide any further information regarding insurance claim impacting the McCall Drive Property in preparation to serve subpoena on same.		0.40	295.00	118.00

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
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2446467	08/21/20	BJI	51: Prepare subpoena to Pacific Specialty Insurance for investigatory file.		0.40	295.00	118.00
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Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
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2448603	09/02/20	BJI	51:		0.30	295.00	88.50
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Extended telephone conference with Trustee re present impasse over McCall Drive Property, potential means of resolving same through homestead exemption and Guirguis litigation.

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
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2451646	09/08/20	BJI	51:		0.10	295.00	29.50
Email broker for McCall Drive Property re need for updated prelim on McCall Drive Property in relation to ongoing exemption dispute.							

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2453494	09/21/20	BJI	51: Review lengthy email by Debtor's counsel re pending insurance claim for McCall Drive Property along with various litigation threats.		0.30	295.00	88.50
2453495	09/21/20	BJI	51: Review and exchange communications with Debtor's counsel and Trustee re setup of conference call to resolve disputes re insurance company's investigation of Debtor's pending insurance claim.		0.40	295.00	118.00

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2453501	09/22/20	BJI	51: Review and analyze correspondence provided by Debtor's counsel re delay of Pacific Speciality in determining coverage.		0.20	295.00	59.00
2453491	09/23/20	BJI	51: Draft and send email to D. Reid re information sharing and cooperation agreement regarding Pacific Specialty Insurance and pending loss claim with respect to McCall Drive Property.		0.30	295.00	88.50
2456424	10/01/20	BJI	51: Review and exchange multiple communications with Pacific Specialty Insurance re deadlines to produce documents according to pending subpoena.		0.30	295.00	88.50
2456495	10/02/20	BJI	51: Telephone conference with Trustee re cooperation agreement with Debtor re McCall Drive Property.		0.20	295.00	59.00
2456496	10/02/20	BJI	51: Revise and send cooperation agreement to Debtor's counsel in light of Trustee's comments and instructions.		0.20	295.00	59.00
2456497	10/02/20	BJI	51: Review and exchange communications with Pacific Specialty Insurance counsel re pending subpoena for its investigatory file.		0.20	295.00	59.00

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2457217	10/06/20	BJI	51: Review communication from Debtor's counsel re status of ongoing insurance loss claim investigation by Pacific Specialty Insurance.		0.20	295.00	59.00
2457510	10/09/20	BJI	51: Revise cooperation agreement into two different stipulations to be filed concurrently and send to Debtor's counsel for review and approval.		0.50	295.00	147.50
2457522	10/09/20	BJI	51: Review late-day response of Debtor re stipulations re cooperation on pending loss claim.		0.20	295.00	59.00
2459906	10/12/20	LEC	51: Review of email from A. Basi regarding the Stipulation Between the Chapter 7 Trustee and Debtor for Cooperation of Pending Insurance Claim Impacting the Estate.		0.10	250.00	25.00
2460982	10/12/20	BJI	51: Compile and send sum total of all communications between estate and Pacific Specialty Insurance as per stipulation reached with Debtor's counsel.		0.40	295.00	118.00
2460983	10/12/20	BJI	51: Review and approve finalized notice of stipulation re cooperation on insurance claim and enhanced service for same.		0.20	295.00	59.00
2460990	10/12/20	BJI	51: Review and exchange multiple communications with A. Basi general counsel to Pacific Specialty Insurance Company re pending stipulation for cooperation on insurance claim.		0.30	295.00	88.50

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
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2464065	10/27/20	BJI	51:		0.40	295.00	118.00
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Review and analyze latest concerns raised by broker for McCall Drive Property re marketability of same, next steps in the case.

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2464133	10/30/20	BJI	51: Review and exchange communications with Pacific Specialty Insurance counsel re pending stipulation affecting subpoena of records and resulting deadline to produce documents according to it.		0.30	295.00	88.50
2464135	10/30/20	BJI	51: Review and approve declaration re non-opposition to insurance-related stipulation and proposed order granting same.		0.30	295.00	88.50
2465467	11/02/20	BJI	51: Review and analyze communications received from broker re marketing progress for McCall Drive Property.		0.20	295.00	59.00
2465517	11/06/20	BJI	51: Review and exchange communications with A. Basi of Pacific Specialty Insurance Company re timeline for production of documents as subpoenaed by the Trustee.		0.40	295.00	118.00

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2470138	11/16/20	BJI	51: Review communications between Pacific Specialty Insurance and Debtor re insurance cooperation stipulation.		0.20	295.00	59.00
2470141	11/20/20	BJI	51: Review documents produced by Pacific Specialty Insurance in response to subpoena.		0.90	295.00	265.50
2470180	11/20/20	BJI	51: Review and exchange communications with D. Exnowski counsel to Bayview re status of McCall Drive loan in light of information received from Pacific Specialty Insurance.		0.20	295.00	59.00
2473686	12/01/20	BJI	51: Prepare detailed 4-point memo to Trustee on suggested next steps in the case based on the actions of Pacific Specialty Insurance as well as the Debtor.		0.90	295.00	265.50

Fee ID	Date	Attv	Task:Activitv	Hold	Hours	Rate	Amount
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2475286	12/09/20	BJI	51:		0.50	295.00	147.50
Review and analyze Court's order continuing hearing on homestead objection and implications of same on Gurguis adversary proceeding and marketing and sale of the McCall Drive Property.							

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Matter ID: 6058-000

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Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2475973	12/14/20	BJI	51: Detailed email to Debtor's counsel re cooperation needed going forward with respect to marketing of McCall Drive Property.		0.30	295.00	88.50
2475974	12/14/20	BJI	51: Follow ups with broker to confirm next steps re marketing of McCall Drive Property per court order.		0.20	295.00	59.00
2476831	12/15/20	BJI	51: Review status update from McCall Drive broker re status of marketing and selling the property.		0.20	295.00	59.00
2477628	12/24/20	BJI	51: Draft and send detailed follow up email to Debtor's counsel re need for cooperation in the new year on marketing of McCall Drive Property.		0.40	295.00	118.00
2478475	12/28/20	BJI	51: Review and analyze turnover issues in light of obstruction efforts by Debtor to marketing of McCall Drive Property.		0.30	295.00	88.50
2480627	01/05/21	BJI	51: Review and respond to broker's request for update on proceeding to market and sell McCall Drive Property.		0.20	395.00	79.00
2481945	01/13/21	BJI	51: Discuss insurance issues with Trustee and efforts to reach Guirguis re status of the McCall Drive Property.		0.30	395.00	118.50
2481947	01/13/21	BJI	51: Review and exchange communications with Guirguis's counsel re status of insurance for the McCall Drive Property.		0.40	395.00	158.00
2482234	01/19/21	LMS	51: (McCall Property) Review and analyze detailed summary of insurance proceeds issues (.5); prep further inquiry to develop recommendation (.1)		0.60	645.00	387.00

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2482398	01/19/21	RMK	51: Review and analyze issues re options for sale of the McCall Property given status of pending adversary proceeding, objection to homestead exemption and previous settlement offer by Guirguis' counsel.		0.50	495.00	247.50
2484637	01/27/21	BJI	51: Review and respond to inquiry and update by McCall Drive broker re sale and condition of the McCall Drive Property.		0.20	395.00	79.00
2485907	02/01/21	BJI	51: Review and exchange communications with McCall Drive broker re proposed next steps to sell the Property.		0.20	395.00	79.00

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2487389	02/08/21	BJI	51: Review and analyze need for turnover of McCall Drive Property in light of ongoing issues in the Guirguis case.		0.20	395.00	79.00
2488126	02/18/21	LMS	51: Review and analyze ins decline letter (.2); prep comments and instructions re committal of waste and required mitigation.		0.40	645.00	258.00
2490028	02/22/21	BJI	51: Review and exchange communications with Debtor's counsel re setup on conference for treatment of McCall Drive Property going forward.		0.20	395.00	79.00
2490030	02/22/21	BJI	51: Telephone conference with Debtor's counsel to collect information re Debtor's plans to mitigate loss to McCall Drive Property.		0.30	395.00	118.50
2490031	02/22/21	BJI	51: Review and exchange additional communications with Trustee re proposed next steps on turnover, insurance claims re McCall Drive Property.		0.40	395.00	158.00
2490032	02/22/21	BJI	51: Follow up with alleged lienholder on McCall Drive Property for status on its efforts to insure McCall Drive Property.		0.10	395.00	39.50
2490033	02/22/21	BJI	51: Review and exchange communications with counsel for first priority lender on McCall Drive Property re obtaining insurance information on same.		0.10	395.00	39.50
2488665	02/23/21	LMS	51: Discuss ins issues re residence with client (.3); prep comments and instructions (.1)		0.40	645.00	258.00
2490050	02/23/21	BJI	51:		0.30	395.00	118.50

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
			Review and exchange additional communications with Trustee re issues insuring McCall Drive Property after Pacific Specialty's rejection of Debtor's post-petition policy.				
2490079	02/25/21	BJI	51: Monitor Trustee communications with proposed insurer for McCall Drive Property.		0.30	395.00	118.50
2490043	02/26/21	BJI	51: Prepare motion for turnover of McCall Drive Property.		1.40	395.00	553.00
2491453	03/01/21	BJI	51: Review and revise draft turnover motion and send to Trustee for review.		0.40	395.00	158.00
2491460	03/02/21	BJI	51: Review and analyze interim steps to defend against potential abandonment claim as hinted by Defendant's counsel.		0.60	395.00	237.00
2491461	03/02/21	BJI	51: Review and exchange communications with Trustee re steps to take to prepare for potential abandonment motion.		0.20	395.00	79.00
2491468	03/02/21	BJI	51: Review and analyze standards to abandon property of the estate in light of hint by Guirguis of seeking same.		0.20	395.00	79.00
2491493	03/04/21	BJI	51: Same day review of joint abandonment motion filed by Guirguis and Debtor.		1.60	395.00	632.00
2491495	03/04/21	BJI	51: Draft and send detailed memo to Trustee re pending abandonment motion and proposed response.		0.40	395.00	158.00
2491149	03/05/21	LMS	51: 		0.60	645.00	387.00

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
			Initial review and comment on debtor's motion seeking to abandon residence.				
2491507	03/05/21	BJI	51: Conduct detailed review of Hayward and Quinteros declarations in support of the abandonment motion.		0.80	395.00	316.00
2491508	03/05/21	BJI	51: Review and exchange multiple communications with Trustee's broker re Hayward and Quinteros Declarations.		0.50	395.00	197.50
2491509	03/05/21	BJI	51: Review M. Vanderbeek analysis of declarations vs. raw data supporting Trustee's position with respect to the McCall Drive Property.		0.50	395.00	197.50
2491511	03/05/21	BJI	51: Begin drafting opposition to abandonment motion.		1.80	395.00	711.00
2491619	03/06/21	BJI	51: Telephone conference with Trustee re legal objectives of a flash listing of McCall Drive Property.		0.20	395.00	79.00
2491621	03/06/21	BJI	51: Review terms of updated listing agreement for McCall Drive Property.		0.20	395.00	79.00
2491622	03/06/21	BJI	51: Continue drafting opposition to abandonment motion.		0.30	395.00	118.50
2492740	03/07/21	BJI	51: Review and exchange multiple communications re quick timeline and evidence to build in support of retention of the McCall Drive Property as property of the estate.		0.50	395.00	197.50
2491565	03/08/21	LMS	51: Work with client on developing opposition to motion to compel abandonment of residence (.3); comms with broker (.2)		0.50	645.00	322.50
2491629	03/08/21	BJI	51: Review all cash offer received by Trustee for McCall Drive Property.		0.30	395.00	118.50
2491631	03/08/21	BJI	51: Telephone conference with Trustee and Broker re declaration in support of Trustee's opposition to abandonment.		0.30	395.00	118.50
2491638	03/08/21	BJI	51: Review and analyze impact of mechanics lien on value of McCall Drive Property.		0.30	395.00	118.50

Fee ID	Date	Attv	Task:Activity	Hold	Hours	Rate	Amount
2491659	03/08/21	LMS	51: Briefly review and comment on PTR and mechanics lien for client.		0.40	645.00	258.00
2491669	03/08/21	LEC	51: Review of files and purchase offer from River Trail Financial LLC for the property located at 1038 McCall Driver, Corona for necessary facts for and draft counter-offer and addendum.		0.70	250.00	175.00
2491670	03/08/21	LEC	51: Prepare email to the Trustee regarding the counter-offer and addendum on the offer from River Trail Financial LLC for the property located at 1038 McCall Drive, Corona.		0.10	250.00	25.00
2491705	03/08/21	LG	51: Review documents and pleadings relating to information (background of case/terms of sale) necessary to assist in drafting sale motion.		0.50	250.00	125.00
2491706	03/08/21	LG	51: Commence drafting sale motion.		1.50	250.00	375.00
2491741	03/08/21	LEC	51: Review of multiple emails from the Trustee and M. Vanderbeek regarding competing purchase offers, analysis of issues on the sale transaction for and update the addendum to the River Trail Financial LLC purchase offer to address the multiple offers and clarify seller choice of escrow.		0.50	250.00	125.00
2491742	03/08/21	LEC	51: Review of emails from M. Vanderbeek regarding the purchase offers for the McCall property, organize for and begin binder of exhibits for the sale motion.		0.30	250.00	75.00
2492743	03/08/21	BJI	51: Draft and send detailed email to Movants in abandon motion re need for access to show and market the McCall Drive Property.		0.40	395.00	158.00
2492752	03/08/21	BJI	51: Review and analyze potential next steps with respect to post-petition recorded lien of Dry Down Inc. and its impact on forthcoming sale motion.		0.40	395.00	158.00
2492753	03/08/21	BJI	51: Continue drafting and revising opposition to abandon motion to use as a prelude to a trial brief in the Guirguis adversary proceeding.		1.50	395.00	592.50
2492755	03/08/21	BJI	51: Review and analyze additional instructions from Trustee re timeline for proceeding on offer to purchase McCall Drive Property.		0.40	395.00	158.00
2492756	03/08/21	BJI	51: Research standing issue raised by Victor Guirguis argument in abandonment motion that his secured claim is worth zero dollars.		0.50	395.00	197.50
2492761	03/08/21	BJI	51: Review and analyze Debtor's response to request for access, show, and market McCall Drive Property.		0.20	395.00	79.00
2491889	03/09/21	LG	51:		3.00	250.00	750.00

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
			Continue drafting sale motion.				
2491971	03/09/21	LEC	51: Review of files for necessary facts for and prepare addendum to the Trustee's counter-offer #1 to the offer received from Prerna Kochar.		0.60	250.00	150.00
2491972	03/09/21	LEC	51: Exchange of emails with the Trustee regarding escrow and title preferences for the McCall Drive property, update the addendum to the counter-offer to address the designations and provide further terms regarding broker commission.		0.10	250.00	25.00
2491973	03/09/21	LEC	51: Prepare email to L. Bui regarding the terms for the addendum to Counter Offer #1 to the purchase offer received from Prerna Kochar.		0.10	250.00	25.00
2491976	03/09/21	LEC	51: Update files for documents to be used as exhibits for the Sale Motion for the McCall Drive property.		0.10	250.00	25.00
2492762	03/09/21	BJI	51: Conduct detailed review of updated title report for McCall Drive property as to all other items besides Dry Down lien for impact on forthcoming sale motion.		0.40	395.00	158.00
2492765	03/09/21	BJI	51: Analyze multiple offers for McCall Drive Property as they come in in preparation for weekly meeting with the Trustee.		0.50	395.00	197.50
2492107	03/10/21	LEC	51: Review of emails and attached documents from the Trustee and M. Vanderbeek, organize and prepare the documents to be used in drafting the Sale Motion and exhibits in support of the Sale Motion for the McCall Drive property.		0.30	250.00	75.00
2492126	03/10/21	LG	51: Review new offer re McCall property and related documents (.30) and review/updates to draft motion to sale (1.00).		1.30	250.00	325.00
2492137	03/10/21	LEC	51: Review of additional emails from M. Vanderbeek regarding additional offers for the McCall property, organize and review for additional facts/exhibits in support of the Sale Motion.		0.20	250.00	50.00
2492218	03/10/21	LEC	51: Review of additional emails from M. Vanderbeek regarding additional offer for the McCall property, organize and review for additional facts/exhibits in support of the Sale Motion.		0.20	250.00	50.00

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
2492783	03/10/21	BJI	51: Review significant log of offers received by Trustee's broker to bolster arguments against abandonment motion.		0.50	395.00	197.50
2492784	03/10/21	BJI	51: Begin revisions to draft motion to sell McCall Drive Property in light of need to supplement with authorities addressing standing, surcharge, and Rule 9011 conduct in respect to pending abandon motion.		1.10	395.00	434.50
2492247	03/11/21	LMS	51: Provide instruction and info for draft of sale motion re McCall property.		0.40	645.00	258.00
2492345	03/11/21	LEC	51: Review of email from M. Vanderbeek regarding the opening package for the escrow on the McCall Drive property, update files for the exhibits in support of the Sale Motion with the new documents.		0.10	250.00	25.00
2492790	03/11/21	BJI	51: Review completed purchase agreement between Trustee and Prerna Kochar in preparation to complete relevant 6004 notice items.		0.50	395.00	197.50
2492794	03/11/21	BJI	51: Continue review of log of offers in support of Trustee's position in opposition to abandonment motion.		0.40	395.00	158.00
2492804	03/11/21	BJI	51: Revise turnover motion to incorporate sale motion details and to further preview bad faith conduct of the Debtor for full discussion in abandon motion opp.		0.70	395.00	276.50
2492508	03/12/21	LMS	51: Speak to client re sale developments and opposing motion to compel abandonment.		0.30	645.00	193.50
2492745	03/12/21	BJI	51: Substantially revise draft sale motion with target filing date of 3/18 to include over 9 additional exhibits and declarations in support of the same.		3.20	395.00	1,264.00
2492805	03/12/21	BJI	51:		0.30	395.00	118.50

Fee ID	Date	Atty	Task:Activity	Hold	Hours	Rate	Amount
			Continue review of wave of offers for McCall Drive property as further evidence against the Debtor's and Guirguis's abandon motion.				
2492806	03/12/21	BJI	51:		0.80	395.00	316.00
			Begin review of billing entries for support for Section 506(c) surcharge of Guirguis lien in support of forthcoming sale motion.				
2492807	03/12/21	BJI	51:		0.40	395.00	158.00
			Review and analyze issues re Debtor's attempt to curtail access to the Property after less than a week.				
2492872	03/14/21	LEC	51:		0.10	250.00	25.00
			Review of emails from M. Vanderbeek regarding activity report on the McCall Drive property and the recent offer, update the case docket for same.				
2492876	03/14/21	BJI	51:		0.20	395.00	79.00
			Review communication from Trustee re current state of offers for McCall Drive Property as further evidence on pending abandon motion.				
2492874	03/15/21	BJI	51:		0.20	395.00	79.00
			Telephone conference with Debtor's counsel re status of marketing of McCall Drive Property.				
2492877	03/15/21	BJI	51:		0.40	395.00	158.00
			Review and exchange communications with counsel to Community Loan Servicing re obtaining information re insurance for the McCall Drive Property.				
2492879	03/15/21	BJI	51:		0.20	395.00	79.00
			Review and respond to Trustee comments and instructions re sale motion for McCall Drive Property.				
2492880	03/15/21	BJI	51:		1.60	395.00	632.00
			Continue revisions to sale motion in anticipation of opposition from Debtor.				
2492881	03/16/21	LG	51:		0.10	250.00	25.00
			Review emails and documents regarding status of sale motion.				
2492886	03/16/21	BJI	51:		0.30	395.00	118.50
			Review and exchange communications with counsel to Community Loan Servicing on status of inquiry into whether it obtained force placed insurance up to the value of its lien.				
2492882	03/17/21	BJI	51:		4.80	395.00	1,896.00
			Review comments and instructions from Trustee re proposed sale motion and revise in accordance with her direction and stated objectives.				
2492883	03/17/21	BJI	51:		0.80	395.00	316.00
			Outline additional authorities and evidence to submit to the Court with the standalone turnover motion.				
2492884	03/18/21	BJI	51:		2.00	395.00	790.00
			Review, revise, and finalize draft turnover motion to be filed contemporaneously with the Trustee's sale motion.				
2492885	03/18/21	BJI	51:		0.20	395.00	79.00
			Draft and send revised turnover motion to Trustee for approval.				

36,814.00

EXHIBIT 9

Doc # 2021-0011911
01/08/2021 10:22 AM Fees: \$108.00
Page 1 of 4
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

Recording Requested By and When Recorded Mail To:
DRY DOWN INC
P.O. BOX 673
EL SEGUNDO, CA. 90245

This document was electronically submitted to the County of Riverside for recording
Received by: LISA #580

Space above this line for recorder's use only

MECHANICS' LIEN
(Claim of Lien)

(To be recorded in the county recorder's office in the county in which the property is located.)

NOTICE IS HEREBY GIVEN that Claimant DRY DOWN INC (legal name),

claims a lien for labor, services, equipment, or materials under Section 3082 et. Seq. of the Civil Code of the State of California, upon the premises hereinafter described, and upon every estate or interest in such structures, improvements and premises held by any party holding any estate therein. Said labor, service, equipment or materials, were furnished for the construction of those certain buildings, improvements, or structures, now upon that certain parcel of land situated in the County of RIVERSIDE, State of California, said land described as follows:

STREET ADDRESS: George Nasr
1038 McCall Drive
and/or Corona , Ca 92881
LEGAL DESCRIPTION:

This Document recorded as an accommodation only and has not been examined as to its content, validity or effect on title by **Western Resources Title Company**
EMERGENCY SERVICE-

Said lien is claimed for the following labor, services, equipment or materials: WATER MITIGATION. Claimant is owed \$ 42,392.99 for labor , services,

equipment or materials furnished to the work of improvement, after deducting all just credits and offsets, plus interest at the legal rate from the date of this lien.

The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor, services, equipment and/or materials is: George Nasr

The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are:
George Nasr 1038 McCall Drive Corona Ca 92881

Name of Claimant: DRY DOWN INC

Date: June 29, 2020

By: [Signature]
Yvette P. Rookhaaker & Collection Supervisor-Officer
Print Name & Authorized Capacity

Verification

I, the undersigned, declare: I am the Collection Supervisor-Officer (authorized capacity/title), for the Claimant named in the foregoing claim of mechanics' lien: I am authorized to make this verification for the Claimant. I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true of my knowledge. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, 20____ at _____ California. _____
Signature of Claimant or Authorized Agent

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 7-2-20 before me, BRYAN CORRADO, NOTARY PUBLIC
(Insert Name of Notary Public and Title)

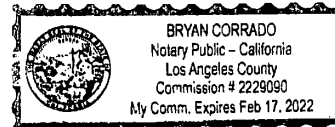
personally appeared Jvette P. Rookmaaker

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



NOTICE OF MECHANIC'S LIEN

ATTENTION!

Upon the recording of the enclosed MECHANIC'S LIEN with the County Recorder's Office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanic's lien is recorded.

The party identified in the mechanic's lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanic's lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanic's lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANIC'S LIENS GO TO THE CONTRACTORS STATE LICENSE BOARD WEBSITE AT www.cslb.ca.gov.

PROOF OF SERVICE AFFIDAVIT
California Civil Code section 3084(a)(6) and (c)

Failure to serve the Mechanic's Lien and Notice of Mechanic's Lien on the owner, or alternatively if the owner cannot be served on the lender or original contractor, shall cause the Mechanic's Lien to be unenforceable as a matter of law (Civil Code Section 3084(d)). Service of the Mechanic's Lien and Notice of Mechanic's Lien must be by (1) registered mail, (2) certified mail, or (3) first-class mail evidenced by a certificate of mailing, postage prepaid, and to a residence or business address for the owner, lender or contractor. Further, a Proof of Service Affidavit (below) must be completed and signed by the person serving the Mechanic's Lien and Notice of Mechanic's Lien. This page should be completed (either one of the sections below) and recorded with the County Recorder along with the Mechanic's Lien and Notice of Mechanic's Lien.

AFFIDAVIT FOR SERVICE ON THE OWNER

California Civil Code Section 3084 (a)(6) and (c)(1)(A)

I, Yvette P. Rookmaker (name), declare that I served a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail evidenced by a certificate of mailing, postage prepaid, addressed as follows to the owner(s) or reputed owner(s) of the property:

Company /Person served: George Nasr

Title or capacity of person served (if appropriate): OWNER

Service Address: 1038 McCall Drive Corona Ca 92881

Said service address is the owner's residence, place of business, or address shown by the building permit on file with the permitting authority for the work.

Executed on June 29, 2020 (date), at Inglewood (city), California.

By: _____
(signature of person serving)

ALTERNATE AFFIDAVIT FOR SERVICE ON THE CONSTRUCTION LENDER OR ORIGINAL CONTRACTOR

California Civil Code Section 3084 (a)(6) and (c)(1)(B)

I, _____ (name), declare that that the owner or reputed owner cannot be served with a copy of this Mechanic's Lien and Notice of mechanic's Lien by registered mail, certified mail, or first-class mail. Pursuant to California Civil Code section 3084(c)(1)(B), I served a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail evidenced by a certificate of mailing, postage prepaid, addressed as follows to the construction lender or original contractor as follows:

Company /Person served: _____

Title or capacity of person served (if appropriate): _____

Service Address: _____

Executed on _____, 20____ (date), at _____ (city), California.

By: _____
(signature of person serving)

EXHIBIT 10

1 Leonard M. Shulman – Bar No. 126349
Brandon J. Iskander – Bar No. 300916
2 **SHULMAN BASTIAN FRIEDMAN & BUI LLP**
100 Spectrum Center Drive, Suite 600
3 Irvine, California 92618
Telephone: (949) 340-3400
4 Facsimile: (949) 340-3000
Email: LShulman@shulmanbastian.com
5 BIskander@shulmanbastian.com

6 Attorneys for Plaintiff Lynda T. Bui,
Chapter 7 Trustee
7

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

11 In re
12 **GEORGE W. NASR**
aw American General Private Security Corp
13 *aw A&G Uniform Inc.,*
14 Debtor.

Case No. 6:19-bk-10263-SY
Chapter 7
Adv No. 6:19-ap-01088-SY

STIPULATION TO CONTINUE PRE-TRIAL CONFERENCE AND EXTEND OTHER APPLICABLE DEADLINES

15 **LYNDA T. BUI, solely in her capacity as**
16 **Chapter 7 Trustee for the bankruptcy estate**
17 **of George W. Nasr,**
18 Plaintiff,
19 vs.
20 **VICTOR LOUIS GUIRGUIS, an individual,**
21 Defendant.
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Pre-Trial Conference

Date: August 27, 2020
Time: 9:30 a.m.
Place: Courtroom 302
United States Bankruptcy Court
3420 Twelfth Street
Riverside, CA 92501

New Pre-Trial Conference

Date: January 7, 2021
Time: 9:30 a.m.
Place: Courtroom 302
United States Bankruptcy Court
3420 Twelfth Street
Riverside, CA 92501

1 Proceeding. This Stipulation is subject only to Bankruptcy Court approval and Defendant waives
2 any right to object to approval by the Bankruptcy Court.

3 **IT IS SO STIPULATED AND AGREED.**

4 Respectfully submitted,

5 **SHULMAN BASTIAN FRIEDMAN & BUI LLP**

6
7 DATED: May 13, 2020

By: /s/ Brandon J. Iskander

Leonard M. Shulman

Brandon J. Iskander

Attorneys for Plaintiff Lynda T. Bui,

Chapter 7 Trustee

10 **MARSHACK HAYS LLP**

11
12 DATED: May 13, 2020

By: D. Edward Hays

D. Edward Hays

Laila Masud

Attorney for Defendant, Victor Louis Guirguis

PROOF OF SERVICE OF DOCUMENT

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

A true and correct copy of the foregoing document entitled (*specify*): **STIPULATION TO CONTINUE PRE-TRIAL CONFERENCE AND EXTEND OTHER APPLICABLE DEADLINES** will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **May 14, 2020**, 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:

CHAPTER 7 TRUSTEE/PLAINTIFF: Lynda T. Bui (TR) trustee.bui@shulmanbastian.com, C115@ecfbis.com

COUNSEL FOR DEFENDANT: D Edward Hays ehays@marshackhays.com; ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com

COUNSEL FOR CHAPTER 7 TRUSTEE/PLAINTIFF: Brandon J Iskander biskander@shulmanbastian.com, avernon@shulmanbastian.com

COUNSEL FOR DEFENDANT: Laila Masud lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com

INTERESTED PARTY: United States Trustee (RS) ustpreion16.rs.ecf@usdoj.gov

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **Not Applicable**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page.

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

Service information continued on attached page.

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

May 14, 2020
Date

Anne Marie Vernon
Printed Name

/s/ Anne Marie Vernon
Signature

1 Leonard M. Shulman – Bar No. 126349
Brandon J. Iskander – Bar No. 300916
2 **SHULMAN BASTIAN FRIEDMAN & BUI LLP**
100 Spectrum Center Drive, Suite 600
3 Irvine, California 92618
Telephone: (949) 340-3400
4 Facsimile: (949) 340-3000
Email: LShulman@shulmanbastian.com
5 BIskander@shulmanbastian.com

6 Attorneys for Plaintiff Lynda T. Bui,
Chapter 7 Trustee

7
8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**
10

11 In re
12 **GEORGE W. NASR**
aw American General Private Security Corp
13 *aw A&G Uniform Inc.,*
14 Debtor.

Case No. 6:19-bk-10263-SY

Chapter 7

Adv No. 6:19-ap-01088-SY

STIPULATION TO CONTINUE PRE-TRIAL CONFERENCE AND EXTEND OTHER APPLICABLE DEADLINES

15 **LYNDA T. BUI, solely in her capacity as**
16 **Chapter 7 Trustee for the bankruptcy estate**
of George W. Nasr,

Pre-Trial Conference

Date: December 17, 2020

Time: 9:30 a.m.

Place: Courtroom 302

United States Bankruptcy Court
3420 Twelfth Street
Riverside, CA 92501

17 Plaintiff,

18 vs.

19 **VICTOR LOUIS GUIRGUIS, an individual,**

New Pre-Trial Conference

Date: April 22, 2021

Time: 9:30 a.m.

Place: Courtroom 302

United States Bankruptcy Court
3420 Twelfth Street
Riverside, CA 92501

20 Defendant.
21
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26 **TO THE HONORABLE SCOTT H. YUN, UNITED STATES BANKRUPTCY**
27 **JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE AND ALL INTERESTED**
28 **PARTIES:**

1 Plaintiff Lynda T. Bui, solely in her capacity as the Chapter 7 trustee (“Trustee” or
2 “Plaintiff”) for the bankruptcy estate (“Estate”) of George W. Nasr (“Debtor”), by and through her
3 counsel, Brandon J. Iskander of Shulman Bastian Friedman & Bui LLP, and Defendant Victor Louis
4 Guirguis (“Defendant”), by and through his counsel, D. Edward Hays of Marshack Hays LLP,
5 (collectively, the “Parties”), hereby agree and stipulate based on the following:

6 **I. RECITALS**

7 1. The Debtor filed a Voluntary Petition under Chapter 7 of the Bankruptcy Code on
8 January 11, 2019. The Plaintiff is the duly appointed, qualified, and acting Chapter 7 Trustee of the
9 Debtor’s bankruptcy Estate.

10 2. On June 10, 2019, the Plaintiff filed a complaint initiating the instant adversary
11 proceeding against the Defendant for recovery of transfers of the Debtor’s interest in the real
12 property located at 1038 McCall Drive, Corona, CA 92881 (“McCall Drive Property”), including a
13 second deed of trust encumbering the same (“Guirguis DOT” or “Lien”).

14 3. On July 23, 2019, the Plaintiff filed her first amended complaint.

15 4. On August 6, 2019, the Defendant filed his answer to the first amended complaint.

16 5. On March 19, 2020, the Parties filed a Stipulation to Continue Pre-Trial Conference
17 and Extend Other Applicable Deadlines (Dk. No. 24) (“March 19th Stipulation”).

18 6. In the March 19th Stipulation, the Parties agreed:

19 (a) that the last day for discovery to be completed for the Plaintiff only would be
20 extended approximately sixty (60) days to May 18, 2020;

21 (b) that the Plaintiff would be propounding additional discovery on the
22 Defendant; and

23 (c) approximately fourteen (14) days after the delivery of the Defendant’s
24 production, Defendant would appear at a deposition to be noticed by Plaintiff
25 and which would take no less than three (3) hours.

26 7. Neither Party has completed responses to each other’s pending discovery requests
27 and no supplemental deposition of the Defendant has yet been noticed by the Plaintiff.

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MARSHACK HAYS LLP

DATED: December 2, 2020

By:



D. Edward Hays

Laila Masud

Attorney for Defendant, Victor Louis Guirguis

PROOF OF SERVICE OF DOCUMENT

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

A true and correct copy of the foregoing document entitled (*specify*): **STIPULATION TO CONTINUE PRE-TRIAL CONFERENCE AND EXTEND OTHER APPLICABLE DEADLINES** will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **December 2, 2020**, 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:

CHAPTER 7 TRUSTEE/PLAINTIFF: Lynda T. Bui (TR) trustee.bui@shulmanbastian.com, C115@ecfbis.com

COUNSEL FOR DEFENDANT: D Edward Hays ehays@marshackhays.com; ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com

COUNSEL FOR CHAPTER 7 TRUSTEE/PLAINTIFF: Brandon J Iskander biskander@shulmanbastian.com, avernon@shulmanbastian.com

COUNSEL FOR DEFENDANT: Laila Masud lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com

INTERESTED PARTY: United States Trustee (RS) ustpreion16.rs.ecf@usdoj.gov

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **December 2, 2020**, 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

Honorable Scott H. Yun
United States Bankruptcy Court
3420 Twelfth Street, Suite 345
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.

December 2, 2020
Date

Anne Marie Vernon
Printed Name

/s/ Anne Marie Vernon
Signature

PROOF OF SERVICE OF DOCUMENT

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

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

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **March 18, 2021**, 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*) **March 18, 2021**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) _____, 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.

March 18, 2021

Date

Erlanna Lohayza

Printed Name

/s/ Erlanna Lohayza

Signature

NEF SERVICE LIST

- **Attorney for Lorin Mansour:** Michael Jay Berger michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com; michael.berger@ecf.inforuptcy.com
- **Chapter 7 Trustee:** Lynda T. Bui (TR) trustee.bui@shulmanbastian.com, C115@ecfbis.com
- **Attorney for Bayview Loan Servicing LLC:** Dane W Exnowski dane.exnowski@mccalla.com, bk.ca@mccalla.com, mccallaecf@ecf.courtdrive.com
- **Attorney for Victor Louis Guirguis and Sara Samaan:** D Edward Hays ehays@marshackhays.com, ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **Attorney for Trustee:** Brandon J Iskander biskander@shulmanbastian.com, avernon@shulmanbastian.com
- **Interested Party:** George C Lazar glazar@foxjohns.com
- **Attorney for Victor Louis Guirguis and Sara Samaan:** Laila Masud lmasud@marshackhays.com, lmasud@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com
- **Interested Party:** Rejoy Nalkara rejoy.nalkara@americaninfosource.com
- **Attorney for Debtor:** Donald W Reid don@donreidlaw.com, ecf@donreidlaw.com
- **Interested Party:** Avi Schild bk@atlasacq.com
- **Attorney for Trustee:** Leonard M Shulman lshulman@shulmanbastian.com
- **Interested Party:** United States Trustee (RS) ustpreion16.rs.ecf@usdoj.gov
- **Interested Party:** Robert P Zahradka caecf@tblaw.com

U.S. MAIL SERVICE LIST

Judge's Copy

U.S. Bankruptcy Court
Attn: Honorable Scott H. Yun
3420 Twelfth Street, Suite 345
Riverside, CA 92501

Interested Party

United States Trustee
3801 University Avenue, Suite 720
Riverside, CA 92501-3255

Buyer

Perna Kochar
3308 Via Giovanni Circle
Corona, CA 92881

Buyer's Broker

Jazz Kochar
Ameristar Real Estate Inv.
1180 Olympic Drive, Suite 201B
Corona, CA 92881

Trustee's Broker

Matt Vanderbeek
54 Endless Vista
Aliso Viejo, CA 92656

Secured Lender

Community Loan Servicing fdba Bayview Loan Servicing, LLC
c/o Dane Exnowski, Esq.
McCarthy Holthus, LLP
2763 Camino Del Rio S, Suite 100
San Diego, CA 92108

Additional Notice for Secured Lender

Bayview Loan Servicing, LLC
Attn: Managing Member/President
P.O. Box 740410
Cincinnati, OH 45274-0410

Disputed Lienholder

Victor Guirguis
24923 Ironwood Drive
Valencia, CA 91355-4951

Disputed Lienholder

Dry Down Inc.
Attn: Yvette P. Rookmaaker, Collection Supervisor-Officer
P.O. Box 673
El Segundo, CA 90245

Debtor, Creditors and Other Parties in Interest

COURT MAILING LIST:

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

COURT MAILING LIST:

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

**CLAIM FILED RE LABORATORY
CORPORATION OF AMERICA
HOLDINGS:**

ASHLEY FUNDING SERVICES
LLC
RESURGENT CAPITAL SERVICES
PO BOX 10587
GREENVILLE, SC 29603-0587

COURT MAILING LIST:

ABSOLUTE RESOLUTIONS
INVESTMENTS LLC
8000 NORMAN CENTER DR STE
350
BLOOMINGTON, MN 55437-1118

COURT MAILING LIST:

ALLTRAN FINANCIAL LP
PO BOX 722910
HOUSTON, TX 77272-2910

COURT MAILING LIST:

ALTURA CREDIT UNION
PO BOX 12001
RIVERSIDE, CA 92502-2201

CLAIM FILED:

ALTURA CREDIT UNION
2847 CAMPUS PARKWAY
RIVERSIDE, CA 92507

COURT MAILING LIST:

AMERICAN EXPRESS
P.O. BOX 0001
LOS ANGELES, CA 90096-0001

CLAIM FILED:

AMERICAN EXPRESS NATIONAL
BANK
BECKET AND LEE LLP
PO BOX 3001
MALVERN, PA 19355-0701

COURT MAILING LIST:

AMEX
CORRESPONDENCE
PO BOX 981540
EL PASO, TX 79998-1540

COURT MAILING LIST:

AMIN SHIVJI
C/O ADRIAN BYRNE
840 APOLLO STREET, SUITE 311
EL SEGUNDO, CA 90245-4763

CLAIM FILED:

AMIN SHIVJI
21250 HAWTHORNE BLVD., STE.
700
TORRANCE, CA 90503

CLAIM FILED:

ATLAS ACQUISITIONS LLC,
ASSIGNEE OF
KINECTA FEDERAL CREDIT
UNION
492C CEDAR LANE, STE 442
TEANECK, NJ 07666

COURT MAILING LIST:

BMW FINANCIAL SERVICES
CUSTOMER SERVICE CENTER
PO BOX 3608
DUBLIN OH 43016-0306

CLAIM FILED:

BMW FINANCIAL SERVICES NA,
LLC, C/O AIS PORTFOLIO
SERVICES LP
4515 N SANTA FE AVE. DEPT.
APS
OKLAHOMA CITY, OK 73118-7901

COURT MAILING LIST:

BARCLAYS BANK DELAWARE
ATTN: CORRESPONDENCE
PO BOX 8801
WILMINGTON, DE 19899-8801

CLAIM FILED:

CAROLINE SAMERDJIAN
C/O RAFIK KAMELL, ESQ.
THE KAMELL LAWYERS GROUP
800 S. BEACH BLVD, SUITE F
LA HABRA, CA 90631-6480

CLAIM FILED:

CELTIC BANK
268 S. STATE ST., SUITE 300
SALT LAKE CITY, UT 84111-5314

COURT MAILING LIST:

CENTRAL CREDIT SERVICES LLC
9550 REFENCY SQUARE BLVD
STE 500A
JACKSONVILLE, FL 32225-8169

CLAIM FILED:

CHARLIE HUGHES
C/O DAVID SALDANA ESQ
EMPLOYEE LAW GROUP
21250 HAWTHORNE BLVD
SUITE 700
TORRANCE, CA 90503

COURT MAILING LIST:

CHASE BANK
MAIL CODE OH1-1272
340 S. CLEVELAND AVENUE
BLDG 370
WESTERVILLE, OH 43081-8917

CLAIMS FILED (TWO):

JPMORGAN CHAGE BANK NA
(CHASE BANK USA NA)
ROBERTSON ANSCHUTZ &
SCHNEID PL
6409 CONGRESS AVE SUITE 100
BOCA RATON, FL 33487

COURT MAILING LIST:

CHASE CARD SERVICES
CORRESPONDENCE DEPT
PO BOX 15298
WILMINGTON, DE 19850-5298

COURT MAILING LIST:

CITI CARDS
PO BOX 78019
PHOENIX, AZ 85062-8019

COURT MAILING LIST:

CITIBANK/BEST BUY
CENTRALIZED BANKRUPTCY
PO BOX 790034
ST LOUIS, MO 63179-0034

COURT MAILING LIST:

CITIBANK/THE HOME DEPOT
CENTRALIZED BANKRUPTCY
PO BOX 790034
ST LOUIS, MO 63179-0034

CLAIM FILED:

PORTFOLIO RECOVERY
ASSOCIATES LLC (CITIBANK)
POB 41067
NORFOLK, VA 23541

CLAIM FILED:

PORTFOLIO RECOVERY
ASSOCIATES LLC (BEST BUY)
POB 41067
NORFOLK, VA 23541

COURT MAILING LIST:

CITICARDS
CITICORP CREDIT SERVICES
ATTN: CENTRALIZ
PO BOX 790040
SAINT LOUIS, MO 63179-0040

COURT MAILING LIST:

CLIENT SERVICES, INC.
PO BOX 1503
SAINT PETERS, MO 63376-0027

COURT MAILING LIST:

COMENITY CAPITAL BANK
PO BOX 183003
COLUMBUS, OH 43218-3003

COURT MAILING LIST:

COMENITYCAPITAL/VIRGIN
AMERICA CARD
ATTN: BANKRUPTCY DEPT
PO BOX 18215
COLUMBUS, OH 43218

COURT MAILING LIST:

DISCOVER FINANCIAL
PO BOX 3025
NEW ALBANY, OH 43054-3025

CLAIM FILED:

DISCOVER BANK
DISCOVER PRODUCTS INC
PO BOX 3025
NEW ALBANY, OH 43054-3025

COURT MAILING LIST:

FIRST BANKCARD
PO BOX 2557
OMAHA, NE 68103-2557

COURT MAILING LIST:

FIRST BANKCARD RECOVERY
PO BOX 3437
OMAHA, NE 68103-0437

COURT MAILING LIST:

FIRST NATIONAL BANK
ATTN: TINA
1620 DODGE ST MAILSTOP 4440
OMAHA, NE 68197-0002

COURT MAILING LIST:

FIRST NATIONAL BANK OF
OMAHA
C/O THE DUNNING LAW FIRM
4545 MURPHY CANYON RD
STE 200
SAN DIEGO, CA 92123-4363

CLAIM FILED:

FIRST NATIONAL BANK OF
OMAHA
C/O BQ & ASSOCIATES, PC, LLO
14211 ARBOR STREET
SUITE 100
OMAHA, NE 68144

COURT MAILING LIST:

FLAGSTAR BANK
ATTN: BANKRUPTCY
5151 CORPORATE DRIVE
TROY, MI 48098-2639

COURT MAILING LIST:

FRED LOPEZ & JOHN BRIDINGER
C/O THE OTTINGER FIRM APC
535 MISSION STREET 14TH
FLOOR
SAN FRANCISCO, CA 94105-2997

COURT MAILING LIST:
GC SERVICES LIMITED
PARTNERSHIP
PO BOX 1545
HOUSTON, TX 77251-1545

COURT MAILING LIST:
GC SERVICES LIMITED
PARTNERSHIP
PO BOX 3026
HOUSTON, TX 77253-3026

COURT MAILING LIST:
GC SERVICES LIMITED
PARTNERSHIP
PO BOX 3855
HOUSTON, TX 77253-3855

CREDITOR LISTING UPDATED
1/22/20:
JAMES SOUTHERN
C/O DAVID A. MALLEN, ESQ.
EMPLOYEE LAW GROUP
840 APOLLO STREET, SUITE 311
EL SEGUNDO, CA 90245

COURT MAILING LIST:
KINECTA FEDERAL CREDIT
UNION
ATTN: BANKRUPTCY
PO BOX 10003
MANHATTAN BEACH, CA 90267-
7503

COURT MAILING LIST:
LABORATORY CORPORATION
OF AMERICA HOLDIN
PO BOX 2240
BURLINGTON, NC 27216-2240

PRO PER AS OF 1/23/20 - CLAIM
FILED:
LORIN MANSOUR
1038 MCCALL DRIVE
CORONA, CA 92881

COURT MAILING LIST:
MCCARTHY, BURGESS & WOLFF
26000 CANNON ROAD
BEDFORD, OH 44146-1807

CLAIM FILED:
MIDLAND FUNDING LLC
(CITIBANK NA/HOME DEPOT)
MIDLAND CREDIT MANAGEMENT
INC AS AGENT FOR MIDLAND
FUNDING LLC
PO BOX 2011
WARREN, MI 48090

COURT MAILING LIST:
NATIONWIDE CREDIT, INC.
PO BOX 14581
DES MOINES, IA 50306-3581

COURT MAILING LIST:
NELNET
ATTN: CLAIMS
PO BOX 82505
LINCOLN, NE 68501-2505

CLAIM FILED:
NELNET
121 SOUTH 13TH STREET
SUITE 201
LINCOLN, NE 68508

CLAIM FILED:
NETWORK ADJUSTERS, INC.
850 FULTON STREET
PO BOX 9035
FARMINGDALE, NY 11735-9035

COURT MAILING LIST:
NISSAN MOTOR ACCEPTANCE
CORP
PO BOX 742658
CINCINNATI, OH 45274-2658

COURT MAILING LIST:
NORTHSTAR LOCATION
SERVICES, LLC
ATT: FINANCIAL SERVICES DEPT
4285 GENESEE STREET
BUFFALO, NY 14225-1943

CLAIM FILED:
NTL MANAGEMENT LLC
35 E GRASSY SPRAIN ROAD
SUITE 210
YONKERS, NY 10710

COURT MAILING LIST:
PORTFOLIO RECOVERY
ASSOCIATES LLC
PO BOX 12914
NORFOLK, VA 23541-0914

CLAIM FILED:
PORTFOLIO RECOVERY
ASSOCIATES LLC (CITIBANK N.A.)
POB 41067
NORFOLK, VA 23541

CLAIM FILED:
PORTFOLIO RECOVERY
ASSOCIATES LLC (CITIBANK N.A.
- BEST BUY)
POB 41067
NORFOLK, VA 23541

COURT MAILING LIST:
PRIME BUSINESS SERVICE, LLC
7130 MAGNOLIA AVENUE
SUITE P
RIVERSIDE, CA 92504-3840

COURT MAILING LIST:
RADIUS GLOBAL SOLUTIONS
LLC
PO BOX 390905
MINNEAPOLIS, MN 55439-0905

COURT MAILING LIST:
RIVERSIDE MEDICAL CLINIC
3660 ARLINGTON AVENUE
RIVERSIDE, CA 92506-3987

COURT MAILING LIST:
SEACOAST COMMERCE BANK
SBA DIVISION
11939 RANCHO BERNARDO RD
STE 200
SAN DIEGO, CA 92128-2075

COURT MAILING LIST:
SENTRY CREDIT, INC.
2809 GRAND AVENUE
EVERETT, WA 98201-3417

COURT MAILING LIST:
THE MOORE LAW GROUP
PO BOX 25145
SANTA ANA, CA 92799-5145

COURT MAILING LIST:
US DEPARTMENT OF THE
TREASURY
BUREAU OF FISCAL SERVICE
PO BOX 830794
BIRMINGHAM, AL 35283-0794

COURT MAILING LIST:
INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY
OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

COURT MAILING LIST:
VISTERRA CREDIT UNION
PO BOX 9500
MORENO VALLEY, CA 92552-9500

COURT MAILING LIST:
WELLS FARGO BUSINESS CARD
PO BOX 29482
PHOENIX, AZ 85038-9482

RETURNED MAIL

COURT MAILING LIST:
ALLY
PO BOX 380901
ANAHEIM, CA 92817
Returned 6-17-19, undeliverable

COURT MAILING LIST:
AT&T
P.O. BOX 60017
LOS ANGELES, CA 90060-0017
RTS 1/27/20 Unable to Forward

COURT MAILING LIST:
BMW FINANCIAL SERVICES
CUSTOMER SERVICE CENTER
PO BOX 3608
DUBLIN OH 43016-0306
Duplicate

**NEF - FORMER COUNSEL FOR
THE DEBTOR:**
DINA FARHAT
FARHAT LAW FIRM, APC
232 E. GRAND BOULEVARD,
SUITE 202
CORONA, CA 92879-1580
**See New Debtor's Counsel
Per Sub Atty 9/3/19**

COURT MAILING LIST:
JAMES SOUTHERN
C/O ADRIAN BYRNE
840 APOLLO STREET, SUITE 311
EL SEGUNDO, CA 90245-4763
**Per Email 1/22/20 from
A. Byrne See New Address
Above**

**FORMER COUNSEL FOR LORIN
MANSOUR:**
MICHAEL JAY BERGER, ESQ.
LAW OFFICES OF MICHAEL JAY
BERGER
9454 WILSHIRE BLVD, 6TH
FLOOR
BEVERLY HILLS, CA 90212
Per Sub Atty 1/23/20

COURT MAILING LIST:
SEACOAST COMMERCE BANK
Undeliverable

COURT MAILING LIST:
ABSOLUTE RESOLUTIONS
INVESTMENTS LLC
8000 NORMAN CENTER DR STE
860
MINNEAPOLIS, MN 55437-1174
**Returned 1/28/20; new suite # and
city**

COURT MAILING LIST:
FRED LOPEZ & JOHN BRIDINGER
C/O THE OTTINGER FIRM APC
535 MISSION STREET
SAN FRANCISCO, CA 94105-2997
**Returned 2/3/20; attempted, not
known; unable to forward; added
floor**

COURT MAILING LIST:
DIVERSIFIED CONSULTANTS INC
PO BOX 551268
JACKSONVILLE, FL 32255-1268
RTS 10/6/20 - Unable to Forward

CLAIM FILED:
ATLAS ACQUISITIONS LLC,
ASSIGNEE OF
KINECTA FEDERAL CREDIT
UNION
294 UNION ST
HACKENSACK, NJ 07601
11/2/2020, see change of address