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6  
7 Attorneys for Henry Danpour,  
Debtor and Debtor in Possession

8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10 **LOS ANGELES DIVISION**

11 In re

12 HENRY DANPOUR,

13 Debtor in Possession.

Case No. 2:16-bk-24956-BR

Chapter 11

**MOTION OF DEBTOR AND DEBTOR IN  
POSSESSION FOR ORDER: (1)  
AUTHORIZING SALE OF 1546  
GRANDVIEW AVENUE, GLENDALE,  
CALIFORNIA 91201 [APN 5629-006-012],  
FREE AND CLEAR OF LIENS, CLAIMS,  
AND INTERESTS; (2) APPROVING  
PROPOSED OVERBID PROCEDURES;  
(3) DETERMINING THAT BUYER IS A  
GOOD FAITH PURCHASER; (4) ASSUMING  
AND ASSIGNING LEASE; AND (5)  
WAIVING THE FOURTEEN (14) DAY STAY  
PRESCRIBED BY RULE 6004(h) OF THE  
FEDERAL RULES OF BANKRUPTCY  
PROCEDURE; MEMORANDUM OF POINTS  
AND AUTHORITIES; DECLARATIONS OF  
HENRY DANPOUR AND DANNY  
BONIADYAN IN SUPPORT THEREOF**

[11 U.S.C. §§ 363(b)(1), 541];  
Fed. R. Bankr. P. 6004

DATE:  
TIME:  
PLACE: Courtroom 1668  
Roybal Federal Building  
255 East Temple Street  
Los Angeles, California 90012

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1           **TO THE HONORABLE BARRY RUSSELL, UNITED STATES BANKRUPTCY**  
2 **JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, ALL CREDITORS, AND**  
3 **PARTIES ENTITLED TO NOTICE:**

4           Henry Danpour ("Debtor"), the debtor and debtor in possession in the above captioned-case,  
5 case, hereby submits his "Motion Of Debtor And Debtor In Possession For Order: (1) Authorizing  
6 Sale Of 1546 Grandview Avenue, Glendale, California, 91201 [APN 5629-006-012], Free And Clear  
7 Of Liens, Claims, And Interests; (2) Approving Proposed Overbid Procedures; (3) Determining That  
8 Buyer Is A Good Faith Purchaser; (4) Assuming and Assigning Lease; and (5) Waiving The Fourteen  
9 (14) Day Stay Prescribed By Rule 6004(h) Of The Federal Rules Of Bankruptcy Procedure"  
10 ("Motion"), and respectfully represents as follows:

11           Through the Motion, the Debtor seeks an order approving the sale ("Sale") of his right, title  
12 and interest in residential real property located at 1546 Grandview Avenue, Glendale, California,  
13 91201 [APN 5629-006-012] ("Property"). The Property is the sole and separate property of the  
14 Debtor.

15           The Debtor seeks to sell the Property on the terms and conditions stated in the "Residential  
16 Purchase Agreement And Joint Escrow Instructions" which is attached as **Exhibit 1** and incorporated  
17 herein by reference (the "Purchase Agreement"), between the Debtor and Mr. Danny Boniadyan  
18 ("Buyer"), for \$900,000.00 ("Purchase Price"), cash, or to any qualified overbidder who appears at the  
19 hearing on the Motion and submits a higher acceptable bid in accordance with the Debtor's proposed  
20 overbid procedures. The Buyer is currently living at the Property pursuant to a lease with the Debtor.

21           As part of the Motion, the Debtor seeks an order approving the Sale free and clear of all liens,  
22 claims, and interests, with said liens, claims, and interests which are not being paid in full or by  
23 agreement to attach to the Sale proceeds in the same manner and priority as under applicable law. The  
24 Property is being sold on an "as is, where is" basis, with no warranties, recourse, contingencies, or  
25 representations of any kind.

26           The Debtor also seeks an order (i) approving the Debtor's proposed overbid procedures; (ii)  
27 determining that the Buyer or the successful bidder is entitled to 11 U.S.C. § 363(m) protection; (iii)

28

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1 authorizing payment of costs of Sale from escrow, and (iv) waiving the fourteen (14) day stay  
2 prescribed by Rule 6004(h) of the Federal Rules of Bankruptcy Procedure.

3 The Property is subject to one lease whereby Buyer leases the Property pursuant to a written  
4 Lease dated December 1, 2014, a true and correct copy of which is attached hereto as **Exhibit 4** (the  
5 "Lease"). If this Motion results in a sale of the Property to the Buyer, the Lease shall be terminated.  
6 In the event of a sale of the Property to a third party, the Debtor shall assume and assign the Lease to  
7 the successful purchaser of the Property.

8 **Marketing and Access to Information**

9 The Debtor has not retained a broker to sell the Property. However, the Debtor has received an  
10 offer for the Property in an amount that the Debtor believes is the approximate fair market value for  
11 the Property. The Sale is subject to overbid at a hearing before this Court (the "Sale Hearing"), which  
12 will occur the same date and time as the hearing on this Motion. In order to participate in the overbid  
13 process, parties expressing interest (a "Potential Bidder") will be provided reasonable access to the  
14 Property and a copy of the Purchase Agreement. The Debtor's general bankruptcy counsel will also be  
15 available to answer any questions regarding the sale process.

16 **Bidding Process**

17 The Debtor will use good faith efforts to (i) determine whether any entity or person is a  
18 Potential Bidder, (ii) receive bids from any Overbidders (as that term is defined below), and (iii) if  
19 Bids (as defined below) are timely received, conduct an auction between Buyer and other Overbidders  
20 at the Sale Hearing to determine the Successful Bid (as defined below) in accordance with the Bidding  
21 Procedures. The Debtor shall not be obligated to furnish information regarding the Property to any  
22 entity or person that is not an Overbidder (as defined below).

23 **PROPOSED OVERBID PROCEDURES**

24 The Sale is subject to approval of the United States Bankruptcy Court and subject to qualified  
25 overbids of any third party. The Debtor's proposed overbid procedures, which are subject to Court  
26 approval, are as follows:  
27  
28

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1 **(1) Introduction**

2 The Buyer has offered to purchase the Property for \$900,000, \$27,000 of which has already  
3 been deposited with the escrow company Glen Oaks Escrow, or will be deposited prior to the hearing  
4 on this Motion, with the balance to be paid prior to the close of escrow. The Buyer has waived all  
5 contingencies regarding the purchase of the Property. The Sale is subject to overbid at the hearing on  
6 the Motion. The proposed overbid procedures ("Overbid Procedures") are as follows:

7 **(2) Intent To Bid And Overbid Amount**

8 Any party wishing to bid on the Property ("Overbidder") shall advise the Debtor's bankruptcy  
9 counsel (whose name and address is set forth on the upper left corner of the first page of this Motion)  
10 of their intent to bid on the Property and the amount of their overbid (which must be at least \$25,000  
11 more than the current Purchase Price) ("Initial Overbid"), by no later than 24 hours prior to the  
12 hearing on the Motion ("Overbid Deadline"). In that there are no broker's commissions to be paid as  
13 part of the Purchase Agreement, should any offer be received that contains a broker's commission, the  
14 amount of such commission will be considered as an additional cost of sale and will be taken into  
15 consideration when the Debtor makes a determination as to which offer is best for the Estate.

16 **(3) Payment Of Deposit**

17 Any Overbidder shall provide Debtor's bankruptcy counsel with a cashier's check, payable to  
18 "Henry Danpour, Chapter 11 Debtor" in the amount of \$27,000 ("Deposit"). The Deposit must be  
19 delivered so that it is received by Debtor's bankruptcy counsel by no later than the Overbid Deadline.

20 In the event of any Overbid, the \$27,000 deposit from the Buyer or successful Overbidder shall  
21 serve as the Deposit for the Buyer or any successful Overbidder, with a refund of such deposit to the  
22 party that is not the "Winning Bidder," as such phrase is defined below.

23 **(4) Evidence Of Financial Ability To Perform**

24 Any Overbidder must provide the Debtor's counsel, by no later than the Overbid Deadline,  
25 evidence of the proposed Overbidder's financial ability to pay the full amount of the Overbid within  
26 30 days of the entry of an order approving this Motion. An Overbidder must waive all contingencies  
27 by the date of the hearing on the Motion, except that the Overbidder is not obligated to purchase the  
28 Property unless it is the Winning Bidder.

1 **(5) Auction**

2 All parties who have submitted timely bids and otherwise satisfied the foregoing requirements,  
3 including the Buyer, will be able to participate in an auction to be conducted at the Sale Hearing. The  
4 Initial Overbid will be in the amount of \$925,000.00 (presuming no broker's commissions), and any  
5 subsequent overbids will be in increments of no less than \$5,000.00. The Debtor will generally  
6 request authority to sell the Property to the bidder who submits a bid that will net the highest proceeds  
7 to the Estate ("Winning Bidder"), and for authority to sell the Property to the next highest bidder if the  
8 Winning Bidder fails to perform. The Debtor reserves the right to determine if any overbid is made on  
9 terms and conditions that are better than the terms and conditions of the Purchase Agreement. The  
10 refusal of any party to accept the terms and conditions of the Purchase Agreement may result in a  
11 rejection of any overbid made by such person at the auction.

12 **(6) Tender Of Balance Of Purchase Price**

13 The Winning Bidder's Deposit shall be applied towards the total purchase price. The Winning  
14 Bidder must tender the balance of the total purchase price to Glen Oaks Escrow, 6100 San Fernando  
15 Road, Glendale, California 91201 within 30 days of entry of an order approving the Sale. To the  
16 extent the Winning Bidder fails to tender the balance of the purchase price by such date, that bidder's  
17 entire Deposit shall be non-refundable and forfeited to the Debtor. To the extent the Buyer or another  
18 Overbidder is not the Winning Bidder, that party's Deposit will be refunded by the Debtor.

19 **(7) Agreement To Terms And Overbid Procedures**

20 Any Overbidder's tender of the Deposit to the Debtor or escrow company shall serve as that  
21 Overbidder's agreement with these proposed overbid procedures and the terms of Sale of the Property  
22 discussed herein.

23 This Motion is made pursuant to 11 U.S.C. § 363(b)(1) and Federal Rule of Bankruptcy  
24 Procedure 6004 on the grounds that the sale of the Property is in the best interests of the Estate.

25 In support of this Motion, the Debtor will rely on these moving papers, the accompanying  
26 Memorandum of Points and Authorities, the Declarations of Henry Danpour and Danny Boniadyan  
27 attached hereto, the exhibits attached to this Motion, the concurrently-filed notice of Motion and Local  
28 Rule Form 6004-2, the record in this case, all facts and documents that are judicially noticeable, and

1 any other or further evidence or argument presented to the Court prior to or at the hearing on the  
2 Motion. Accordingly, the Debtor respectfully requests that this Court enter an order:

- 3 1. Granting the Motion;
- 4 2. Approving the sale of the Property to the Buyer or the successful overbidder free and  
5 clear of all liens, claims, and encumbrances, with creditors' liens, encumbrances, and claims attaching  
6 to the sale proceeds in the amounts set forth in this Motion;
- 7 3. Finding that the Buyer or the successful overbidder purchased the Property in "good  
8 faith," as defined in 11 U.S.C. § 363(m);
- 9 4. Providing that the Debtor is authorized and empowered to execute and deliver on  
10 behalf of the estate any and all documents as reasonably may be necessary to implement the terms of  
11 the proposed sale;
- 12 5. Providing that the notice given by the Debtor in connection with the Sale and the  
13 hearing thereon is adequate, sufficient, proper and complies with all applicable provisions of the  
14 Bankruptcy Code and Federal Rules of Bankruptcy Procedure;
- 15 6. Approving the overbid procedure described herein;
- 16 7. Authorizing the payment of any undisputed portion of claims secured by valid liens  
17 against the Property, any unpaid property taxes, and related sale costs directly from escrow;
- 18 8. In the event of a sale of the Property to a third party, assuming and assigning the Lease;
- 19 9. Waiving the 14-day stay prescribed by Rule 6004(h) of the Federal Rules of  
20 Bankruptcy Procedure; and
- 21 10. Granting such other and further relief as is just and appropriate.

22 DATED: June 13, 2017

Respectfully submitted,

23 **SulmeyerKupetz**  
24 A Professional Corporation

25 By: /s/Steven F. Werth  
26 Steven F. Werth, Attorneys for Henry Danpour,  
27 Debtor and Debtor in Possession  
28



1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **BACKGROUND**

4 **A. Introduction**

5 On November 11, 2016, the Debtor commenced this chapter 11 case by filing a voluntary  
6 petition under chapter 11 of the Bankruptcy Code with the above-captioned Court. The Debtor has  
7 already filed a Plan ("Plan") and Disclosure Statement (Docket No. 108, the "Disclosure Statement").  
8 The Debtor's motion for an order establishing that the Disclosure Statement contains adequate  
9 information is set to be heard by this Court on July 11, 2017.

10 The Disclosure Statement proposes that the Property will be sold within two months after the  
11 Plan's Effective Date. However, one of the Debtor's largest creditors and the holder of a lien against  
12 the Property, Dayco Funding Corporation ("Dayco"), has urged the Debtor to sell the Property prior to  
13 any hearing on confirmation of the Plan. The Debtor agrees that such a sale is appropriate.

14 **B. Buyer's Agreement To Sell Free And Clear Of His Interest In Property, and**  
15 **Agreement to Avoid And Preserve His Interest In Proceeds Of Sale If Buyer Is**  
16 **Successful Bidder**

17 The Buyer possesses a Third Deed of Trust against the Property, to secure a claim in the  
18 amount of \$250,000. The Buyer has agreed to a sale of the Property free and clear of his interest in  
19 the Property, with his interest to attach to the proceeds of the Sale.

20 Further, the Buyer has agreed that if he is the successful purchaser of the Property, his interest  
21 in the proceeds of the Sale will be avoided and preserved for the benefit of the Debtor's estate. This  
22 will permit the estate to pay taxes arising from the sale of the Property. In other words, if the Buyer is  
23 the successful purchaser of the Property, the Buyer will not receive any proceeds from the Sale.

24 If the Property is sold to a party other than the Buyer, the Buyer will retain his interest in the  
25 Sale proceeds, however, he has consented to the subordination of his claim to the payment of taxes  
26 arising from the Sale. Thus, regardless of who ultimately purchases the Property, taxes arising from  
27 the Sale will be paid upon close of escrow.

28

**C. The Property**

The Property is a single family residence located at 1546 Grandview Avenue, Glendale, California 91201. Its APN is 5629-006-012. In the Schedules the Debtor filed on December 12, 2016 [Docket No. 25], the Debtor estimated the Property to be worth \$900,000. The Debtor's estimate of the value of the Property is still \$900,000.

**D. Liens and Encumbrances Against The Property and Their Proposed Treatment Through The Sale**

The following chart sets forth the liens and encumbrances against the Property as detailed in the Updated Preliminary Title Report dated as of May 19, 2017 ("Title Report"), a true and correct copy of which is attached as **Exhibit 2**, and the proposed treatment of the liens and encumbrances through the Sale:

<u>Creditor</u>	<u>Description</u>	<u>Estimated Amount Owing</u>	<u>Treatment of Lien Through Sale</u>
JPMorgan Chase Bank, National Association	First Deed of Trust Recorded August 2, 2001, in the Official Records of Los Angeles County, Instrument No. 01-1385650.	\$219,842.43, as of June 1, 2017	This lien will be paid in full through escrow on the sale transaction closing date.
Pacific Western National Bank	Second Deed of Trust Recorded September 1, 2010, in the Official Records of Los Angeles County, Instrument No. 20101226935.	\$151,067.11 (Claim No. 29 in claims register)	This lien will be paid in full through escrow on the sale transaction closing date.
Danny Boniadyan (the Buyer)	Third Deed of Trust Recorded December 24, 2012, in the Official Records of Los Angeles County, Instrument No. 20121994613.	\$250,000	The Property will be sold free and clear of this lien. If the Buyer is the successful purchaser of the Property, Buyer's lien on the proceeds of Sale will be avoided and preserved for the benefit of the Estate. If the Buyer is not the successful purchaser of the Property, Buyer's lien will attach to the proceeds of the Sale, except that Buyer has agreed to subordinate the portion of his claim to taxes that will result from the Sale, so that such taxes may be paid from escrow.

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<u>Creditor</u>	<u>Description</u>	<u>Estimated Amount Owning</u>	<u>Treatment of Lien Through Sale</u>
Dayco	Writ of Execution recorded February 4, 2013, in the Official Records of Los Angeles County, Instrument No. 20130178958, converted to judgment lien following entry of judgment	\$3,089,157.91, less amounts received pursuant to collection actions against non-debtor parties, which as of this date is at least \$17,975.78	Dayco will receive from escrow all proceeds from the Sale not otherwise paid out of escrow as a cost of sale, or to any senior priority lienholder.
Molayern Family Trust (" <u>Molayern</u> ")	Deed of Trust recorded April 12, 2013, in the Official Records of Los Angeles County, Instrument No. 20130546466 (the " <u>Molayern Deed of Trust</u> ")	\$0.00 (while face amount of lien is \$100,000, underlying obligation has been satisfied).	The Property will be sold free and clear of this lien as the underlying claim secured by this deed of trust has been paid in full. See Declaration of Henry Danpour, attached hereto.

**E. Sale And Disposition of Proceeds**

As part of the approval of the sale of the Property, the Debtor also seeks authority to pay certain costs of sale upon the close of escrow. A summary of the sale with deductions for all liens and costs that the Debtor seeks to pay upon the close of escrow is as follows:

<b>Description</b>	<b>Amount</b>
Sale Price	\$900,000.00
Selling Costs (estimated)	(\$10,000)
Proceeds After Selling Costs	\$890,000
Payment to JPMorgan Chase Bank, National Association	(\$219,842.43)
Payment to Pacific Western National Bank	(\$151,067.11)
Taxes arising from sale (estimate)	(\$200,000)
Payment to Buyer or retained by Estate	(\$50,000)
<b>Estimated Net Proceeds To Dayco</b>	<b>\$269,090.46</b>

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**II.**

**THE PROPOSED BID PROCEDURES ARE REASONABLE AND APPROPRIATE**

In accordance with Bankruptcy Rule 6004(f)(1), sales of property outside the ordinary course of business may be by private sale or by auction. The Debtor did not market the Property, but did obtain what he believes to be a market offer for the Property from the Buyer, who has agreed to act as a stalking horse bidder for the Property. The bid procedures described herein are reasonably calculated to encourage an interested overbidder to submit an overbid for the Property, and are designed to maximize the purchase price that should be realized from the Sale. The minimum overbid increment (\$25,000 for an initial overbid and \$5,000 thereafter) does not present a barrier to, or otherwise meaningfully discourage, participation in the auction process.

The Debtor submits that good cause exists to approve such procedures and provisions because they are fair and reasonable under the circumstances and will encourage competitive bidding and the highest and best price for the Property.

**III.**

**THE SALE IS IN THE BEST INTERESTS OF THE ESTATE**

The Debtor's decision to sell the Property is supported by sound business judgment. The Sale will, in addition to paying down secured claims, partially pay down the claim of Dayco. The Debtor will give notice to Dayco, Molayern, the United States Trustee, all known creditors, all creditors who have asserted liens against the Property, and any other prospective buyers. Service of the Motion is proper and constitutes adequate and reasonable notice. Moreover, notice of the sale of the Property and bidding procedures will be published on the website for the United States Bankruptcy Court for the Central District of California.

While the Buyer is currently leasing the Property from the Debtor, the Buyer's offer to acquire the Property is in an amount the Debtor believes is the approximate market value of the Property. There is no fraud, collusion, or insider transaction present here, and the Buyer received no special treatment or consideration. Moreover, the Buyer is agreeing to receive no proceeds from the Sale, and

1 is voluntarily agreeing to avoid his lien against the Property and preserve it for the benefit of the  
2 Estate.

3 **A. Sale of the Property Free and Clear of Liens Under 11 U.S.C. § 363(f)**

4 The Debtor seeks authority to complete the Sale free and clear of all liens, claims, and interests  
5 that are not being paid in full or by agreement. 11 U.S.C. § 363(f) allows a trustee to sell property of  
6 the bankruptcy estate “free and clear of any interest in such property of an entity,” if any one of the  
7 following five conditions is met:

- 8 (1) Applicable non-bankruptcy law permits a sale of such property free and clear of such interest;
- 9 (2) Such entity consents;
- 10 (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;
- 11 (4) Such interest is in bona fide dispute; or
- 12 (5) Such entity could be compelled, in a legal or equitable proceeding, to accept money satisfaction of such interest.

13  
14  
15  
16 11 U.S.C. § 363(f).

17 The Debtor conducted a search of purported holders of liens against the Property in  
18 conjunction with the proposed Sale. The Debtor served or will serve such purported lienholders with  
19 notice of the Motion, and will serve notice of any sale order approving the relief requested by the  
20 Motion.

21 As set forth in detail in Section I.C. above, there are numerous known liens on the Property:

22 **1. Liens To Be Paid In Full From Sale:**

23 Payment to JPMorgan Chase Bank, National Association	\$219,842.43
24 Payment to Pacific Western National Bank	\$151,067.11

25  
26 The Debtor may sell free and clear of these liens pursuant to 11 U.S.C. § 363(f)(3), as they will  
27 be paid in full from escrow on the transaction closing date. *See Darby v. Zimmerman (In re Popp)*,  
28 323 B.R. 260 (B.A.P. 9th Cir. 2005) ("Section 363(f)(3) recognizes that a lien holder has an interest in

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1 a sale of its collateral, and can successfully oppose the sale if the proceeds do not pay the full amount  
2 of debt secured by the property being sold."). To the extent the Debtor has misstated the precise  
3 claims of these lienholders, the Debtor will correct that amount at the hearing on the Motion and  
4 ensure that any order approving the Motion will be in an amount agreed upon by these lienholders and  
5 the Debtor.

6 **2. Liens To Be Paid At Lesser Agreed Amounts, by Consent:**

7 Payment to Buyer 8 and/or retained by 9 Estate	\$250,000.00, a portion of which will be used to pay taxes arising from the sale, with the balance to be retained by the Estate if the Buyer is the successful purchaser of the Property, or paid to the Buyer if he is overbid
10 Dayco	All Remaining Sale Proceeds After Payment Of Prior Liholders And Costs Of Sale

11 The Debtor may sell free and clear of Buyer's lien pursuant to 11 U.S.C. §363(f)(2) as the  
12 Buyer has consented to a release of his lien against the Property, with his interest to attach to the  
13 proceeds of the Sale, and further that his interest in the proceeds of the Sale will be avoided and  
14 recovered for the benefit of the Estate if the Buyer is the successful bidder. *See* Declaration of Danny  
15 Boniadyan, attached hereto.

16 Further, the Debtor understands that Dayco has also consented to the sale of the Property free  
17 and clear of its lien, with its lien to attach to the proceeds of the sale. The Debtor proposes to pay the  
18 net proceeds of sale to Dayco, after payment of costs of sale, taxes arising from the sale, and prior  
19 secured claims.

20 **3. Lien Which Is To Be Sold Free And Clear Of, To Attach To Proceeds Of**  
21 **Sale:**

22 The Debtor seeks to sell the Property free and clear of the lien in favor of the Molayern Family  
23 Trust ("Molayern"). Molayern's interest in the Property has been reconveyed, although this  
24 reconveyance has not yet been recorded. Attached hereto as **Exhibit 3** is a true and correct copy of a  
25 "Substitution Of Trustee And Full Reconveyance" dated October 10, 2013, relating to the Molayern  
26 Deed of Trust.

27 This lien relates to a claim which has been paid in full. The Debtor will serve Molayern with  
28 this Motion. If there is no objection, Molayern will be deemed to have consented to the sale of the

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1 Property. *See* Veltman v. Whetzal, 93 F.3d 517 (8th Cir. 1996) (failure to object to proposed sale,  
2 coupled with agreement authorizing sale free of interest, constituted consent).

3 **B. Waiver of the Fourteen-Day Period for Effectiveness of Sale Order**

4 Rule 6004(h) provides that “An order authorizing the use, sale, or lease of property other  
5 than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the  
6 court orders otherwise.” FRBP 6004(h). The legislative history to Rule 6004 provides:

7 The court may, in its discretion, order that Rule 6004(g) [now 6004(h)]  
8 is not applicable so that the property may be used, sold, or leased  
9 immediately in accordance with the order entered by the court.  
Alternatively, the court may order that the stay under Rule 6004(g)  
[now 6004(h)] is for a fixed period less than 10 [now 14] days.

10 Given the notice and full opportunity to object, respond, or participate in overbid procedures  
11 presented by this Motion, the Debtor believes that, unless there are objections to the Motion that are  
12 not consensually resolved, it is appropriate and good cause exists for the Court to order that Rule  
13 6004(h) is not applicable, and the Property may be sold immediately. An expedient conclusion to the  
14 Sale process will inure to the benefit of the Estate and its creditors, in particular Dayco which will  
15 receive the greatest benefit from a timely sale. Waiver of any stay will permit the Sale to conclude as  
16 early as possible under the circumstances.

17 **C. Good Faith Purchaser Determination**

18 The Debtor requests that the Court deem the proposed Buyer to be a good faith purchaser  
19 entitled to the protections of § 363(m). The Buyer has agreed to be a stalking horse bidder, and does  
20 not seek any unusual protection that would prevent overbids from being made on the Property. The  
21 Buyer's agreement to serve as a stalking horse provides an immediate benefit to creditors with claims  
22 secured by the Property, including Dayco, by permitting the Debtor to sell the Property now rather  
23 than pursuant to the Plan. While the Debtor currently leases the Property to Buyer, the Debtor did not  
24 provide Buyer special treatment in agreeing to a \$900,000 purchase price, as the Property is being sold  
25 for what the Debtor believes to be its market value. Further, the Buyer has agreed to avoid his secured  
26 claim against the Property and preserve it for the benefit of the Estate, if he is the successful bidder,  
27 and even if he is not the successful bidder, has agreed to subordinate his interest in the proceeds of  
28 Sale to taxes arising from the Sale. Based upon the foregoing, the Debtor submits that the Motion

1 satisfies the standards for approval of a sale of the Property outside of the ordinary course of business  
2 pursuant to 11 U.S.C. § 363(b), and good cause exists to make a finding that the Buyer or any  
3 overbidders are purchasing the Property in “good faith” pursuant to § 363(m).

4 **D. Tax Consequences**

5 The Debtor believes that taxes in the amount of \$200,000 will arise from the Sale.

6 **E. Notice**

7 The Debtor must give notice of any sale of property of the Estate, out of the ordinary course of  
8 business. 11 U.S.C. § 363(b)(1). In the instant matter, the Debtor will give notice to the United States  
9 Trustee, all known creditors, and all creditors with liens on the Property, including Molayern. Service  
10 of the Motion is proper and constitutes adequate and reasonable notice. Moreover, notice of the Sale  
11 of the Property and bidding procedures will be published on the website for the United States  
12 Bankruptcy Court for the Central District of California.

13 **IV.**

14 **THE DEBTOR PROPOSES TO ASSUME AND ASSIGN TO ANY THIRD PARTY**

15 **BUYER THE BONIADYAN LEASE**

16 The Property is occupied by one tenant under a single residential Lease. Accordingly, if Mr.  
17 Boniadyan is not the successful purchaser, the proposed sale of the Property contemplates the  
18 assignment of the Lease to the Buyer.

19 An executory contract or unexpired lease must be assumed before it may be assigned. In re  
20 Quintex Entertainment, Inc., 950 F.2d 1492 (9th Cir. 1991) (a sale of the Debtor's assets cannot  
21 include executory contracts and unexpired leases unless such agreements are first assumed and  
22 become part of the estate). Pursuant to Bankruptcy Code § 365(a), with Court approval, a debtor in  
23 possession may assume any executory contract or unexpired lease. The Court's approval of the  
24 assumption of contracts is governed by the Debtor's business judgment. *See, e.g., In re Huang*, 23  
25 B.R. 798, 800-01 (9th Cir. 1982).

26 In that rejection of the Lease would not inure to the benefit of the Estate, as the tenant would  
27 be entitled to remain in possession for the balance of the Lease term (November 30, 2019) [*See* 11  
28



1 U.S.C. §365(h)], the Debtor will assume the Lease and assign it to a buyer should a successful overbid  
2 be received as part of the auction process.

3 Pursuant to Bankruptcy Code § 365(b) contracts under which there have been defaults may not  
4 be assumed unless all contract defaults are cured (or assurances are provided that defaults will be  
5 promptly cured), compensation (or assurance of prompt compensation) is provided for any pecuniary  
6 loss of the other party resulting from the default, and future performance under the contract is assured.  
7 11 U.S.C. § 365(b)(1).

8 There are no defaults under the Lease. Accordingly, the Debtor may assume and assign the  
9 Lease pursuant to 11 U.S.C. § 365.

10 **V.**

11 **CONCLUSION**

12 Based on the foregoing, the Debtor respectfully requests that the Court enter an order as  
13 follows:

- 14 1. Granting the Motion;
- 15 2. Approving the sale of the Property to Buyer or the successful overbidder free and clear  
16 of all liens, encumbrances, and claims, with creditors' liens, encumbrances and claims attaching to the  
17 Sale proceeds;
- 18 3. Finding that the Buyer or the successful overbidder purchased the Property in "good  
19 faith," as defined in 11 U.S.C. § 363(m);
- 20 4. Providing that the Debtor is authorized and empowered to execute and deliver on  
21 behalf of the estate any and all documents as reasonably may be necessary to implement the terms of  
22 the Sale;
- 23 5. Providing that the notice given by the Debtor in connection with the Sale and the  
24 hearing thereon is adequate, sufficient, proper and complies with all applicable provisions of the  
25 Bankruptcy Code and Federal Rules of Bankruptcy Procedure;
- 26 6. Approving the overbid procedure described herein;
- 27 7. Authorizing the payment directly from escrow of any undisputed portion of the  
28 following liens against the Property, in the following estimated amounts:

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1 JPMorgan Chase Bank, National Association	\$219,842.43
2 Pacific Western National Bank	\$151,067.11

3  
4 8. Authorizing the payment of any unpaid property taxes, taxes arising from the Sale, and  
5 related sale costs directly from escrow;

6 9. To the extent the Property is sold to a purchaser other than the Buyer, assuming and  
7 assigning the Lease;

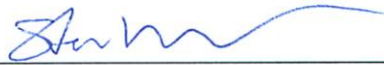
8 10. Waiving the 14-day stay prescribed by Rule 6004(h) of the Federal Rules of  
9 Bankruptcy Procedure; and

10 11. Granting such other and further relief as is just and appropriate.

11 DATED: June 13, 2017

Respectfully submitted,

12 **SulmeyerKupetz**  
13 A Professional Corporation

14 By:   
15 Steven F. Werth, Attorneys for Henry Danpour,  
16 Debtor and Debtor In Possession

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**DECLARATION OF HENRY DANPOUR**

I, Henry Danpour, declare as follows:

1. I am an individual over the age of eighteen. Unless otherwise stated, the facts set forth in this declaration are personally known to me and if called as a witness, I could and would competently testify thereto.

2. I make this declaration in support of the "Motion Of Debtor And Debtor In Possession For Order: (1) Authorizing Sale Of 1546 Grandview Avenue, Glendale, California 91201 [APN 5629-006-012], Free And Clear Of Liens, Claims, And Interests; (2) Approving Proposed Overbid Procedures; (3) Determining That Buyer Is A Good Faith Purchaser; (4) Assuming and Assigning Lease; And (5) Waiving The Fourteen (14) Day Say Prescribed By Rule 6004(h) Of The Federal Rules Of Bankruptcy Procedure" ("Motion"). Capitalized terms not defined in this declaration have the meaning given them in the Motion.

3. On November 11, 2016, I caused to be commenced this chapter 11 case by filing a voluntary petition under chapter 11 of the Bankruptcy Code with the above-captioned Court. The Property that is the subject of the foregoing Motion is owned by me as my personal property and is an asset of my Estate. It is a single family residence located at 1546 Grandview Avenue, Glendale, California 91201, with an APN of 5629-006-012 (the "Property"). I estimate that the Property was worth approximately \$900,000 on the day of the filing of the petition, and is worth about the same amount today.

4. The sale proposed by the Motion contemplates a sale to Mr. Danny Boniadyan ("Buyer") pursuant to a written purchase agreement. Attached hereto as **Exhibit 1** is a true and correct copy of the Purchase Agreement.

5. In addition to being the tenant on the Property, the Buyer possesses a Third Deed of Trust against the Property, to secure a claim in the amount of \$250,000. Through negotiations that I conducted with him, the Buyer has agreed to a sale of the Property free and clear of his interest in the Property, with his interest to attach to the proceeds of the Sale.

6. The Buyer has also agreed that if he is the successful purchaser of the Property, his interest in the proceeds of the Sale will be avoided and preserved for the benefit of the Estate. This

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1 arrangement will permit the Estate to pay taxes arising from the sale of the Property. In other words,  
2 if the Buyer is the successful purchaser of the Property, the Buyer will not receive any proceeds from  
3 the Sale.

4 7. If the Property is sold to a party other than the Buyer, the Buyer will retain his interest  
5 in the Sale proceeds, however, he has consented to the subordination of his claim to the payment of  
6 taxes arising from the Sale. Thus, regardless of who ultimately purchases the Property, taxes arising  
7 from the Sale will be paid upon close of escrow. The above described arrangement will be  
8 documented and submitted to the Court for approval prior to the sale of the Property.

9 8. In addition to opening escrow for the sale, I caused to be obtained a Preliminary Title  
10 report for the Property, a true and correct copy of which is attached hereto as **Exhibit 2**.

11 9. One of the recorded liens on the Property is a Deed of Trust recorded April 12, 2013, in  
12 the Official Records of Los Angeles County, Instrument No. 20130546466 whereby the Molayern  
13 Family Trust is the beneficiary. The obligation that was once secured by that deed of trust has been  
14 satisfied and I obtained but have yet to cause to be recorded a reconveyance of the deed of trust.  
15 Attached hereto as **Exhibit 3** is a true and correct copy of a Substitution Of Trustee and Full  
16 Reconveyance dated October 10, 2013, relating to the Molayern Deed of Trust.

17 10. I am familiar with the liens against the Property, and have prepared the following chart  
18 that shows the use that will be put of the proceeds of sale should the Motion be approved.

Description	Amount
Sale Price	\$900,000.00
Selling Costs (estimated)	(\$10,000)
Proceeds After Selling Costs	\$890,000
Payment to JPMorgan Chase Bank, National Association	(\$219,842.43)
Payment to Pacific Western National Bank	(\$151,067.11)
Taxes arising from sale (estimate)	(\$200,000)
Payment to Buyer or retained by Estate	(\$50,000)
<b>Estimated Net Proceeds To Dayco</b>	<b>\$269,090.46</b>

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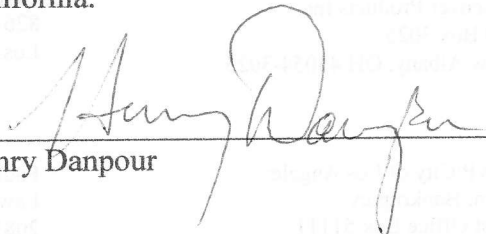
11. I currently lease the Property to the Buyer. Attached hereto as **Exhibit 4** is a true and correct copy of the written Lease with Mr. Boniadian. Should Mr. Boniadyan become the owner of the Property, this Lease will be terminated. If another party purchases the Property, I propose to assume and assign the Lease. The Lease is current on both sides and there are no defaults.

12. I have caused the sale consequences to be estimated based on the proposed sales price of \$900,000, and an adjusted tax basis of \$264,000. By isolating the sale, the current estimate of federal and state taxes that would be incurred upon a sale are approximately \$200,000.

13. While I did not formally market the Property, I did obtain what I believe to be a fair market offer for the Property from the Buyer, who has agreed to act as a stalking horse bidder for the Property. Given the lack of equity in the Property (presuming the Dayco judgment is not overturned on appeal), I believe that the sale of the Property at this time is in the best interests of the Estate.

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

Executed June 13, 2017, at Los Angeles, California.

  
Henry Danpour

**DECLARATION OF DANNY BONIADYAN**

I, Danny Boniadyan, declare as follows:

1. I am an individual over the age of eighteen. Unless otherwise stated, the facts set forth in this declaration are personally known to me and if called as a witness, I could and would competently testify thereto.

2. I make this declaration in support of the "Motion Of Debtor And Debtor In Possession For Order: (1) Authorizing Sale Of 1546 Grandview Avenue, Glendale, California 91201 [APN 5629-006-012], Free And Clear Of Liens, Claims, And Interests; (2) Approving Proposed Overbid Procedures; (3) Determining That Buyer Is A Good Faith Purchaser; (4) Assuming and Assigning Lease; And (5) Waiving The Fourteen (14) Day Say Prescribed By Rule 6004(h) Of The Federal Rules Of Bankruptcy Procedure" ("Motion"). Capitalized terms not defined in this declaration have the meaning given them in the Motion.

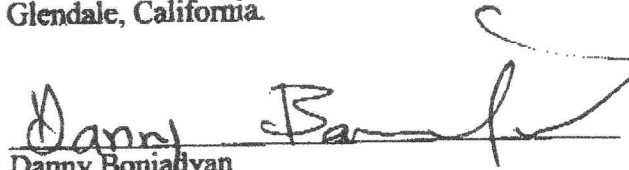
3. I have negotiated with the Debtor a purchase of property in which I reside under a written lease and against which I hold a deed of trust to secure a claim of \$250,000. Attached hereto as **Exhibit 1** is a true and correct copy of the Purchase Agreement I executed with the Debtor.

4. I consent to the sale of the Property free and clear of my interest in the Property, with my interest to attach to the proceeds of the Sale.

5. I have furthermore reached an agreement with the Debtor that, if I am the successful purchaser of the Property, my interest in the proceeds of the Sale will be avoided and recovered for the benefit of the Debtor's estate. Further, I agree that if I am not the successful purchaser of the Property, my interest in the proceeds of the Sale is subordinated to those of relevant taxing authorities, to the extent necessary to pay taxes arising from the Sale.

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

Executed on this 13 day of June, 2017, at Glendale, California.

  
\_\_\_\_\_  
Danny Boniadyan

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**EXHIBIT 1**



**CALIFORNIA  
RESIDENTIAL PURCHASE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**  
(C.A.R. Form RPA-CA, Revised 12/15)

Date Prepared: June 5, 2017

**1. OFFER:**

- A. **THIS IS AN OFFER FROM** Mr. Danny Boniadyan ("Buyer").  
 B. **THE REAL PROPERTY** to be acquired is 1546 Grandview Avenue, situated in Glendale (City), Los Angeles (County), California, 91201 (Zip Code), Assessor's Parcel No. 5629-006-012 ("Property").  
 C. **THE PURCHASE PRICE** offered is Nine hundred thousand dollars Dollars \$ 900,000.00.  
 D. **CLOSE OF ESCROW** shall occur on  (date) (or  40 Days After Acceptance).  
 E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

**2. AGENCY:**

- A. **DISCLOSURE:** The Parties each acknowledge receipt of a  "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).  
 B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:  
 Listing Agent n/a (Print Firm Name) is the agent of (check one):  
 the Seller exclusively; or  both the Buyer and Seller.  
 Selling Agent n/a (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one):  the Buyer exclusively; or  the Seller exclusively; or  both the Buyer and Seller.  
 C. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a  "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

**3. FINANCE TERMS:** Buyer represents that funds will be good when deposited with Escrow Holder.

- A. **INITIAL DEPOSIT:** Deposit shall be in the amount of ..... \$ 27,000.00  
 (1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer,  cashier's check,  personal check,  other \_\_\_\_\_ within 3 business days after Acceptance (or \_\_\_\_\_);  
 OR (2)  Buyer Deposit with Agent: Buyer has given the deposit by personal check (or \_\_\_\_\_) to the agent submitting the offer (or to \_\_\_\_\_), made payable to \_\_\_\_\_, The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or \_\_\_\_\_).  
 Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. **INCREASED DEPOSIT:** Buyer shall deposit with Escrow Holder an increased deposit in the amount of ..... \$ \_\_\_\_\_ within \_\_\_\_\_ Days After Acceptance (or \_\_\_\_\_).  
 If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.  
 C.  **ALL CASH OFFER:** No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or  Buyer shall, within 3 (or \_\_\_\_\_) Days After Acceptance, Deliver to Seller such verification.

**D. LOAN(S):**

- (1) **FIRST LOAN:** in the amount of ..... \$ \_\_\_\_\_  
 This loan will be conventional financing or  FHA,  VA,  Seller financing (C.A.R. Form SFA),  assumed financing (C.A.R. Form AFA),  Other \_\_\_\_\_. This loan shall be at a fixed rate not to exceed \_\_\_\_\_ % or,  an adjustable rate loan with initial rate not to exceed \_\_\_\_\_ %. Regardless of the type of loan, Buyer shall pay points not to exceed \_\_\_\_\_ % of the loan amount.  
 (2)  **SECOND LOAN** in the amount of ..... \$ \_\_\_\_\_  
 This loan will be conventional financing or  Seller financing (C.A.R. Form SFA),  assumed financing (C.A.R. Form AFA),  Other \_\_\_\_\_. This loan shall be at a fixed rate not to exceed \_\_\_\_\_ % or,  an adjustable rate loan with initial rate not to exceed \_\_\_\_\_ %. Regardless of the type of loan, Buyer shall pay points not to exceed \_\_\_\_\_ % of the loan amount.  
 (3) **FHA/VA:** For any FHA or VA loan specified in 3D(1), Buyer has 17 (or \_\_\_\_\_) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHAVA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.

**E. ADDITIONAL FINANCING TERMS:** \_\_\_\_\_

- F. **BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** in the amount of ..... \$ 873,000.00  
 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.  
 G. **PURCHASE PRICE (TOTAL):** ..... \$ 900,000.00

Buyer's Initials ( DB ) ( \_\_\_\_\_ )

Seller's Initials ( AD ) ( \_\_\_\_\_ )

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RPA-CA REVISED 12/15 (PAGE 1 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 1 OF 10)





Property Address: 1546 Grandview Ave, Glendale, Ca 91201 Date: June 5, 2017

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

**I. APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or  is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within **17 (or \_\_\_\_ ) Days** After Acceptance.

**J. LOAN TERMS:**

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

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

**(3) LOAN CONTINGENCY REMOVAL:**

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

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

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

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

**4. SALE OF BUYER'S PROPERTY:**

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

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

**5. ADDENDA AND ADVISORIES:**

<input type="checkbox"/> ADDENDA:	<input type="checkbox"/> Addendum #	(C.A.R. Form ADM)
<input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO)	<input type="checkbox"/>	Court Confirmation Addendum (C.A.R. Form CCA)
<input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)	<input type="checkbox"/>	
<input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)	<input type="checkbox"/>	Other

<b>B. BUYER AND SELLER ADVISORIES:</b>	<input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA)
<input type="checkbox"/> Probate Advisory (C.A.R. Form PA)	<input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
<input type="checkbox"/> Trust Advisory (C.A.R. Form TA)	<input type="checkbox"/> REO Advisory (C.A.R. Form REO)
<input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA)	<input type="checkbox"/> Other

**6. OTHER TERMS:** 1. Acceptance means court approval of offer. 2. Seller has a California Real Estate License but is not a broker in this transaction.

**7. ALLOCATION OF COSTS**

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

(1)  Buyer  Seller shall pay for a natural hazard zone disclosure report, including tax  environmental  Other: \_\_\_\_\_ prepared by \_\_\_\_\_

(2)  Buyer  Seller shall pay for the following Report - Any report deemed necessary by buyer. prepared by \_\_\_\_\_

(3)  Buyer  Seller shall pay for the following Report \_\_\_\_\_ prepared by \_\_\_\_\_

Buyer's Initials ( D.B. ) ( \_\_\_\_\_ )

Seller's Initials ( AD ) ( \_\_\_\_\_ )

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**CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 2 OF 10)**



Property Address: 1546 Grandview Ave, Glendale, Ca 91201 Date: June 5, 2017

**B. GOVERNMENT REQUIREMENTS AND RETROFIT:**

- (1)  Buyer  Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.
- (2) (i)  Buyer  Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
- (ii)  Buyer  Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
- (iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

**C. ESCROW AND TITLE:**

- (1) (a)  Buyer  Seller shall pay escrow fee 50/50 split.
- (b) Escrow Holder shall be \_\_\_\_\_.
- (c) The Parties shall, within 5 (or \_\_\_\_\_) Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a)  Buyer  Seller shall pay for **owner's** title insurance policy specified in paragraph 13E \_\_\_\_\_.
- (b) Owner's title policy to be issued by \_\_\_\_\_.
- (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 \_\_\_\_\_.
  - (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 (or  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 plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement.

**8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**

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

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

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked:  all stove(s), except \_\_\_\_\_;  all refrigerator(s) except \_\_\_\_\_;  all washer(s) and dryer(s), except \_\_\_\_\_;
- (3) The following additional items: \_\_\_\_\_.
- (4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are ( are NOT) included in the sale.
- (5) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C.
- (6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(5) and \_\_\_\_\_, and (ii) are transferred without Seller warranty regardless of value.

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

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

Buyer's Initials ( D.B. ) ( \_\_\_\_\_ )

Seller's Initials ( J.D. ) ( \_\_\_\_\_ )

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 3 OF 10)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.ziplogix.com](http://www.ziplogix.com)

Henry Residential



Property Address: 1546 Grandview Ave, Glendale, Ca 91201 Date: June 5, 2017

9. CLOSING AND POSSESSION:

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

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

- E. At Close Of Escrow: Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
- F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

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

- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).
- (2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Listing Agent, if any, has completed and signed the Listing Broker section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Broker, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Broker.
- (3) **Note to Buyer and Seller:** Waiver of Statutory and Lead Disclosures is prohibited by Law.
- (4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).
- (5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
- (6) In the event Seller or Listing Broker, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- (7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days** After Delivery in person, or **5 Days** After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.

B. **NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

C. **WITHHOLDING TAXES:** Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

D. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

E. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

F. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**

(1) **SELLER HAS: 7 (or \_\_\_ ) Days** After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Buyer's Initials ( DB ) ( \_\_\_\_\_ )  
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Seller's Initials ( AD ) ( \_\_\_\_\_ )



Property Address: 1546 Grandviews Ave, Glendale, Ca 91201 Date: June 5, 2017

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or \_\_\_) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

11. **CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

- A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**

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

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

13. **TITLE AND VESTING:**

- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

Buyer's Initials ( DB ) ( \_\_\_\_\_ )  
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Seller's Initials ( AD ) ( \_\_\_\_\_ )



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E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

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

**A. SELLER HAS: 7 (or \_\_\_) Days** After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.

**B. (1) BUYER HAS: 17 (or \_\_\_) Days** After Acceptance, unless otherwise agreed in writing, to: (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.

(2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.

(3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has **5 (or \_\_\_) Days** After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

(4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).

(5) **Access to Property:** Buyer shall have access to the Property to conduct inspections and investigations for **17 (or \_\_\_) Days** After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.

**C.  REMOVAL OF CONTINGENCIES WITH OFFER: Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.**

**D. SELLER RIGHT TO CANCEL:**

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

(2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

**E. NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 (or \_\_\_) Days** After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.

**F. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

**G. CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 (or \_\_\_) Days** After Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** Prior to the scheduled close of escrow.

**H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

Buyer's Initials ( DS ) ( \_\_\_\_\_ )  
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Seller's Initials ( AD ) ( \_\_\_\_\_ )



**CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 6 OF 10)**

Property Address: 1546 Grandview Ave, Glendale, Ca 91201 Date: June 5, 2017

15. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or  ) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 11; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

16. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

17. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

~~18. **BROKERS:**~~

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

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

19. **REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

20. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**

A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or  ) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.

B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or  ). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

Buyer's Initials ( D.B. ) (            )  
RPA-CA REVISED 12/15 (PAGE 7 OF 10)

Seller's Initials (            ) (            )



Property Address: 1546 Grandview Ave, Glendale, Ca 91201 Date: June 5, 2017

- C. ~~Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.~~
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

D.B.  
(H)

**21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:**

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID)**

Buyer's Initials D.B.

Seller's Initials HP

**22. DISPUTE RESOLUTION:**

**A. MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers ([www.consumermediation.org](http://www.consumermediation.org)) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 22C.**

**B. ARBITRATION OF DISPUTES:**

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

**"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Buyer's Initials D.B.

Seller's Initials HP

**C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

Buyer's Initials (D.B.) (D.B.)

Seller's Initials (HP) ( )

RPA-CA REVISED 12/15 (PAGE 8 OF 10)

**CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 8 OF 10)**

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

Henry Residential

Property Address: 1546 Grandview Ave, Glendale, Ca 91201 Date: \_\_\_\_\_

- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.

- 23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
- 25. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
- 26. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOOA).
- 27. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 28. **TERMS AND CONDITIONS OF OFFER:**

This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

- 29. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

30. **DEFINITIONS:** As used in this Agreement:

- A. **"Acceptance"** means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
- B. **"Agreement"** means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
- C. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the parties.
- D. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
- E. **"Copy"** means copy by any means including photocopy, NCR, facsimile and electronic.
- F. **"Days"** means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
- G. **"Days After"** means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- H. **"Days Prior"** means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- I. **"Deliver", "Delivered" or "Delivery"**, unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
- J. **"Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- K. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- L. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- M. **"Signed"** means either a handwritten or electronic signature on an original document, Copy or any counterpart.

- 31. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by \_\_\_\_\_, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by  date of court  AM/  PM, on \_\_\_\_\_ (date)).

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

Date 6/5/17 BUYER Danny Boniadyan  
(Print name) DANNY BONIADYAN

Date \_\_\_\_\_ BUYER \_\_\_\_\_  
(Print name) \_\_\_\_\_

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

Seller's Initials ( AD ) ( \_\_\_\_\_ )





Property Address: 1546 Grandview Ave, Glendale, Ca 91201 Date: June 5, 2017

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

(If checked) SELLER'S ACCEPTANCE IS **SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:**

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

Date 6/7/17 SELLER Henry Dampour  
 (Print name) Henry Dampour

Date \_\_\_\_\_ SELLER \_\_\_\_\_  
 (Print name) \_\_\_\_\_

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

(     /      /     ) (Do not initial if making a counter offer.) **CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) \_\_\_\_\_ at \_\_\_\_\_  
 AM/  PM. **A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.**

**REAL ESTATE BROKERS:**

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2.
- C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
- D. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (**Selling Firm**) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) _____		CalBRE Lic. # _____
By _____	CalBRE Lic. # _____	Date _____
By _____	CalBRE Lic. # _____	Date _____
Address _____	City _____	State _____ Zip _____
Telephone _____	Fax _____	E-mail _____
Real Estate Broker (Listing Firm) _____		CalBRE Lic. # _____
By _____	CalBRE Lic. # _____	Date _____
By _____	CalBRE Lic. # _____	Date _____
Address _____	City _____	State _____ Zip _____
Telephone _____	Fax _____	E-mail _____

**ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked,  a deposit in the amount of \$ \_\_\_\_\_), counter offer numbers \_\_\_\_\_  Seller's Statement of Information and \_\_\_\_\_, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

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

Escrow Holder \_\_\_\_\_ Escrow # \_\_\_\_\_  
 By \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone/Fax/E-mail \_\_\_\_\_

Escrow Holder has the following license number # \_\_\_\_\_  
 Department of Business Oversight,  Department of Insurance,  Bureau of Real Estate.

**PRESENTATION OF OFFER:** ( \_\_\_\_\_ ) Listing Broker presented this offer to Seller on \_\_\_\_\_ (date).  
 Broker or Designee Initials \_\_\_\_\_

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

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<p>Published and Distributed by:  <b>REAL ESTATE BUSINESS SERVICES, INC.</b>                  a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®                  525 South Virgil Avenue, Los Angeles, California 90020</p>	<p>Buyer Acknowledges that page 10 is part of this Agreement ( <u>D.B.</u> ) ( _____ )                  Buyer's Initials _____</p>	<p>Reviewed by _____                  Broker or Designee _____</p>
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# EXHIBIT 2



Lawyers Title Company  
2751 Park View Court, Suite 241  
Oxnard, CA 93036  
Phone: (805) 484-2701  
Fax: (805) 987-1759

Lawyers Title - VN  
2751 Park View Court, Suite 241  
Oxnard, CA 93036

Attn: Tom Lerette

Title Officer: Tom Lerette--So  
email: tu29@ltic.com  
Phone No.: (805) 484-2701  
Fax No.: (805) 278-7320  
File No.: 417291381

Your Reference No:

Property Address: 1546 Grand View Avenue, City of Glendale, California

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## PRELIMINARY REPORT

---

Dated as of May 19, 2017 at 7:30 a.m.

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

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. 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. Limitation 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 Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company**.

***Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.***

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

## SCHEDULE A

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

**CLTA/ALTA 2013 Homeowner's Policy of Title Insurance  
ALTA Loan 2006**

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:](#)

**Henry Danpour, a married man as his sole and separate property**, subject to proceedings pending in the bankruptcy court where a petition for relief was filed.

Name of Debtor:	Henry Danpour
Date of Filing:	November 11, 2016
U.S. District Court:	Central District of California
Case No:	16-24956

The land referred to herein is situated in the County of Los Angeles, State of California, and is described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

## **EXHIBIT "A"**

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 3 OF [TRACT NO. 7108](#), IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 79, PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

[ASSESSOR'S PARCEL NUMBER: 5629-006-012](#)

## SCHEDULE B

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

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2017-2018.
- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
  - 1. Water rights, claims or title to water, whether or not disclosed by the Public Records.
  - 2. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
  - 3. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: February 15, 1950  
Recording No: [Book 3076, Page 359, of Official Records](#)

- 4. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: \$360,000.00  
Dated: July 26, 2001  
Trustor/Grantor: Henry Danpour, a married man  
Trustee: California Reconveyance Company  
Beneficiary: Washington Mutual Bank, FA, a federal association  
Loan No.: Not Set Out  
Recording Date: August 2, 2001  
Recording No: [01-1385650, of Official Records](#)

By various assignments, the beneficial interest thereunder is now held of record in:

Assignee: JPMorgan Chase Bank, National Association  
Recording Date: January 9, 2017  
Recording No.: [20170029163, of Official Records](#)

5. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: \$250,000.00  
Dated: August 25, 2010  
Trustor/Grantor: Henry Danpour  
Trustee: Pacific Western Bank  
Beneficiary: Pacific Western Bank  
Loan No.: 406260761  
Recording Date: September 1, 2010  
Recording No: [20101226935, of Official Records](#)

6. An assignment of all moneys due, or to become due as rental or otherwise from said Land, to secure payment of an indebtedness, shown below and upon the terms and conditions therein

Amount: \$250,000.00  
Assigned to: Pacific Western Bank  
Assigned By: Henry Danpour  
Recording Date: September 1, 2010  
Recording No: [20101226936, of Official Records](#)

7. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: \$250,000.00  
Dated: June 29, 2012  
Trustor/Grantor: Henry Danpour  
Trustee: Fidelity National Title, a California Corporation  
Beneficiary: Danny Boniadyan  
Loan No.: Not Set Out  
Recording Date: December 24, 2012  
Recording No: [20121994613, of Official Records](#)

This Company will require that the original note, the original deed of trust and a properly executed request for full reconveyance together with appropriate documentation (i.e., copy of trust, partnership agreement or corporate resolution) be in this office prior to the close of this transaction if the above-mentioned item is to be paid through this transaction or deleted from a policy of title insurance.

Any demands submitted to us for payoff must be signed by all beneficiaries as shown on said deed of trust, and/or any assignments thereto. In the event said demand is submitted by an agent of the beneficiary(s), we will require the written approval of the demand by the beneficiary(s). Servicing agreements do not constitute approval for the purposes of this requirement.

If no amounts remain due under the obligation a zero balance demand will be required along with the reconveyance documents.

In addition, we require the written approval of said demand by the trustor(s) on said deed of trust or the current owners if applicable.

8. A writ of execution levied upon the interest of the judgment debtor shown below

Debtor: Henry Danpour  
Creditor: Dayco Funding Corporation, et al.  
Date entered: February 4, 2013  
County: Los Angeles  
Court: Superior Court of California  
Case No.: BC476328  
Amount: \$3,073,132.06  
Recording Date: February 4, 2013  
Recording No.: [20130178958, of Official Records](#)

Matters contained in that certain document

Entitled: Order Granting Dayco Funding Corporation's Motion to Extend the time of Attachment Order Previously Issued January 24, 2013 Against Henry Danpour  
Recording Date: January 11, 2016  
Recording No.: [20160032020, of Official Records](#)

Reference is hereby made to said document for full particulars

9. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: \$100,000.00  
Dated: April 5, 2013  
Trustor/Grantor: Henry Danpour  
Trustee: Fidelity National Title, a California Corporation  
Beneficiary: Molayem Family Trust  
Loan No.: Not Set Out  
Recording Date: April 12, 2013  
Recording No.: [20130546466, of Official Records](#)

This Company will require that the original note, the original deed of trust and a properly executed request for full reconveyance together with appropriate documentation (i.e., copy of trust, partnership agreement or corporate resolution) be in this office prior to the close of this transaction if the above-mentioned item is to be paid through this transaction or deleted from a policy of title insurance.

Any demands submitted to us for payoff must be signed by all beneficiaries as shown on said deed of trust, and/or any assignments thereto. In the event said demand is submitted by an agent of the beneficiary(s), we will require the written approval of the demand by the beneficiary(s). Servicing agreements do not constitute approval for the purposes of this requirement.

If no amounts remain due under the obligation a zero balance demand will be required along with the reconveyance documents.

In addition, we require the written approval of said demand by the trustor(s) on said deed of trust or the current owners if applicable.



10. An abstract of judgment for the amount shown below and any other amounts due:

Amount: \$2,571,403.05  
Debtor: Henry Danpour  
Creditor: Dayco Funding Corporation, a California Corporation  
Date Entered: July 27, 2016  
County: Los Angeles  
Court: Superior Court of California  
Case No.: BC476328  
Recording Date: August 18, 2016  
Recording No: [2016986114, of Official Records](#)

11. If the Land is located within the area affected by a Geographic Targeting Order issued by FinCEN (California counties of Los Angeles, San Diego, San Francisco, Santa Clara and San Mateo), the Company must be supplied with a completed ALTA Information Collection Form ("ICF").

**END OF SCHEDULE B EXCEPTIONS**

**PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR  
INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION**

## **REQUIREMENTS SECTION:**

Req. No. 1: In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

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

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

## INFORMATIONAL NOTES SECTION

- Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
- Note No. 2: 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 deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company 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 such financial institution, and the company 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 the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

**For wiring instructions please contact your Title Officer or Title Company Escrow officer.**

- Note No. 3: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.
- Note No. 4: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an ALTA Loan Policy, when issued.
- Note No. 5: The following information will be included in the CLTA Form 116 or ALTA Form 22-06 Endorsement to be issued pursuant to this order:
- There is located on said Land: Single Family Residence  
Known as: 1546 Grand View Avenue, City of Glendale, California.
- Note No. 6: There are no conveyances affecting said land recorded within 24 months of the date of this report.

- Note No. 7: The Company requires current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:
- (a) If this Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.
  - (b) If this Company cannot obtain a verbal update on the demand, we will either pay off the expired demand, or wait for the amended demand, at our discretion.
  - (c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Note No. 8: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

Tax Identification No.: 5629-006-012  
Fiscal Year: 2016-2017  
1st Installment: \$3,118.01  
2nd installment: \$3,118.00  
Exemption: None Shown  
Code Area: 04045

Processor: MP  
Date Typed: June 9, 2017

**Attachment One (Revised 06-05-14)**

**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; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

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

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

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

**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; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	<b>\$ 10,000.00</b>
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	<b>\$ 25,000.00</b>
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	<b>\$ 25,000.00</b>
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	<b>\$ 5,000.00</b>

**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

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

#### [PART I

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

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

#### PART II

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

#### 2006 ALTA OWNER'S POLICY (06-17-06)

#### EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to



- (i) the occupancy, use, or enjoyment of the Land;
- (ii) the character, dimensions, or location of any improvement erected on the Land;
- (iii) the subdivision of land; or
- (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
  3. Defects, liens, encumbrances, adverse claims, or other matters
    - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (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, that arise by reason of:

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)**

**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, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the 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.





Lawyers Title Company  
2751 Park View Court, Suite 241  
Oxnard, CA 93036  
Phone: (805) 484-2701  
Fax: (805) 987-1759

Order No. 417291381

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

**FNF Underwritten Title Company**  
LTC – Lawyers Title Company

**FNF Underwriter**  
CLTIC – Commonwealth Land Title Insurance Co.

### **Available Discounts**

#### **DISASTER LOANS (CLTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

#### **EMPLOYEE RATE (LTC and CLTIC)**

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

Notice of Available Discount

Mod. 10/21/2011

**FIDELITY NATIONAL FINANCIAL**  
**PRIVACY NOTICE**

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p><b>Types of Information Collected.</b> You may provide us with certain personal information about you, like your contact information, address, demographic information, social security number (SSN), driver’s license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p><b>How Information is Collected.</b> We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p><b>Use of Collected Information.</b> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p><b>When Information Is Disclosed.</b> We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p><b>Choices With Your Information.</b> Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p><b>Information From Children.</b> We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p><b>Privacy Outside the Website.</b> We are not responsible for the privacy practices of third parties, even if our website links to those parties’ websites.</p>	<p><b>International Users.</b> By providing us with you information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><b>The California Online Privacy Protection Act.</b> Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p><b>Your Consent To This Privacy Notice.</b> By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><b>Access and Correction; Contact Us.</b> If you desire to contact us regarding this notice or your information, please contact us at <a href="mailto:privacy@fnf.com">privacy@fnf.com</a> or as directed at the end of this Privacy Notice.</p>

Attachment 1 Page 23 of 35  
**FIDELITY NATIONAL FINANCIAL**  
**PRIVACY NOTICE**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

### **Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

**Personal Information.** FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

**Browsing Information.** FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

### **How Information is Collected**

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

### **Use of Collected Information**

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

**When Information Is Disclosed**

We may provide your Personal Information (including information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

**Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

#### **Information From Children**

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

#### **Privacy Outside the Website**

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

#### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.



For some FNF websites, such as the Customer CareNet (CCN), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

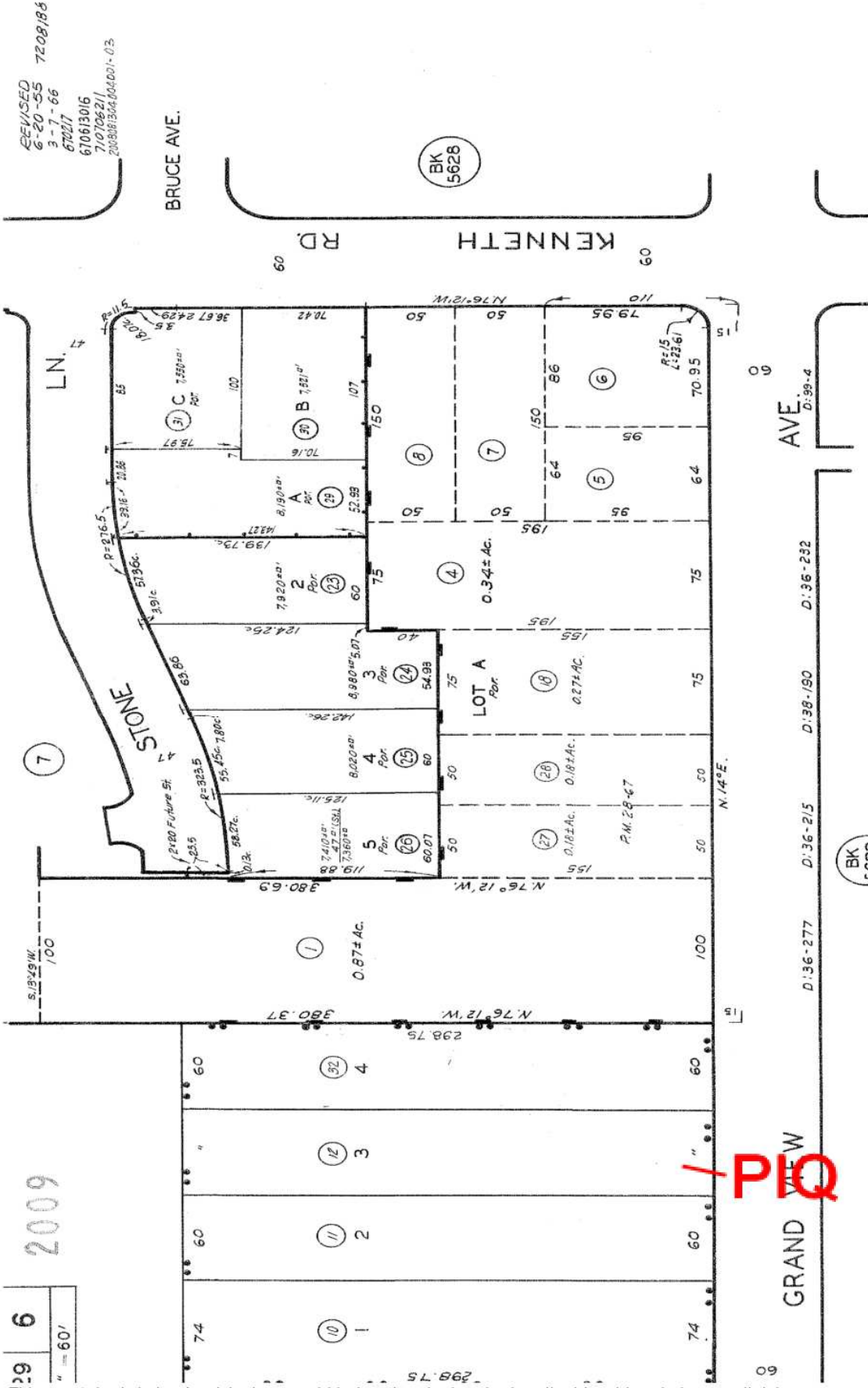
**Your Consent To This Privacy Notice**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to [privacy@fnf.com](mailto:privacy@fnf.com) or by mail or phone to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354



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ASSESSOR'S MAP  
COUNTY OF LOS ANGELES, CALIF.

**JONES AND VALENTINE**  
M.B. 12 - 155

**TRACT NO. 7108**  
M.B. 79 - 78

**TRACT NO. 30005**  
M.B. 762-32-33

**PARCEL MAP**  
P.M. 38-27

CODE  
4045

FOR PREV. ASSMT. SEE: 1220-6  
5629-7

# EXHIBIT 3

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Henry Danpour  
P.O. Box 24428  
Los Angeles  
California, 90024

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 5629-006-012

**SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE**

The undersigned, Hersel Molayem and Fariba Morlayem, Trustees of the Molayem Family Trust as the present Beneficiary(ies) , as the owner(s) and holder(s) of the Note secured by a Deed of Trust dated 04/5/2013, made by Henry Danpour as Trustor(s), to Fidelity National Title Company as Trustee, for Hersel Molayem and Fariba Molayem, Trustees of the Molayem Family Trust Beneficiary(ies) , which Deed of Trust was recorded on 04/12/2013, as Instrument number 20130546466 of Official Records of Los Angeles County, State of California, hereby substitutes Hersel Molayem as Trustee in lieu of the Trustee therein.

Hersel Molayem hereby accepts said appointment as Trustee under the above Deed of Trust, and as successor Trustee, and pursuant to the request of said owner and holder and in accordance with the provisions of said Deed of Trust, does hereby GRANT AND RECONVEY WITHOUT WARRANTY TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO ALL, the estate now held by it under said Deed of Trust.

IN WITNESS WHEREOF the present Beneficiary(ies) above named, and the successor Trustee above named, have caused this instrument to be executed, each in its respective interest.

Dated: 10/10/2013

STATE OF CALIFORNIA }  
COUNTY OF Los Angeles }ss

On 11-7-13 before me

Frederico Queiroz, Notary Public,

personally appeared Hersel Molayem &

Fariba Amourna

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.

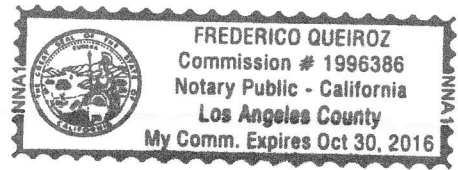
Signature Frederico Queiroz

[Signature]  
Beneficiary, Hersel Molayem and Fariba Molayem,  
Trustees of the Molayem Family Trust

[Signature]

[Signature]  
Substituted Trustee, Hersel Molayem

SPACE BELOW RESERVED FOR NOTARY SEAL



**EXHIBIT 4**

**RENTAL AGREEMENT AND/OR LEASE**

Landlord/Lessor/Agent: Henry Danpour Apartment Number: \_\_\_\_\_

Tenant(s)/Lessee: Danny Bonladyan

Tenant(s)/Lessee: Stella Bonladyan

Apartment Number: House

Apartment Address: 1546 Grandview Avenue

City: Glendale State: Ca Zip: 91202

Monthly Rental Rate: \$2500.00 This agreement shall commence on December 1, 2014 and continue: (check one below)

Rental Due Date: First of every month A.  Month to Month Agreement

Security Deposit: \$0.00 B.  Until November 30, 2019 at which time thereafter shall become a month to

Late Charge: \$150.00 month tenancy upon written approval of the landlord. If Tenant should move from premises prior to the

Parking Space: \_\_\_\_\_ expiration date, he shall be liable for all the rent due until such time the apartment is occupied

Storage Space: \_\_\_\_\_ by a Landlord-approved resident and/or expiration of said time period, whichever is shorter.

1. This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent shall be referred to as "OWNER" and Tenant(s)/Lessee(s) shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use SOLELY AS A PRIVATE RESIDENCE, the premises listed above. RESIDENT acknowledges any false statements found in RESIDENT'S application shall constitute a non-curable breach of this agreement. RESIDENT hereby agrees to complete an updated application including a census as to the occupants in the unit upon seven days request of OWNER.

2. PAYMENTS: Rent and/or other charges are to be paid at the office or apartment of the manager of the building or at such other place designated in writing by OWNER. For the safety of the manager, all payments are to be made by check or money order and no cash shall be acceptable. OWNER acknowledges receipt of the First month's rent of: \$2500.00 and a Security Deposit of \$0.00 for a total payment of \$2500.00. All payments are to be made payable to: Henry Danpour and/or as designated by landlord and delivered to \_\_\_\_\_

California, Telephone Number 310-980-0511 who is usually available on the following days: Morn.-Fri. during the following hours: 9am-5pm

3. LATE CHARGE/RETURNED CHECKS: Resident acknowledges that Owner will incur certain administrative costs in connection with a late Rental payment, and that the amount of such administrative costs would be extremely difficult or impractical to ascertain. Therefore, Parties agree that if Resident fails to pay the rent in full by the end of the \_\_\_\_\_ day after it is due, Resident shall pay a late charge of \$ 150.00 per day and the parties agree that that amount is a reasonable amount for such administrative costs. Resident further agrees that such administrative costs are deemed additional rent. If Owner elects to accept rent after the tenth day after it is due, payment in a form other than by personal check may be required. Owner does not waive the right to insist on payment of rent in full on the day it is due. In the event Resident's check is dishonored by the bank for any reason, Resident shall pay a returned check charge of \$50.00 as additional rent. The same late charge stated above will be imposed as additional rent if the returned check causes the rent to be late. Owner may require future payments to be in a form other than a personal check in the event of a returned check.

4. SECURITY DEPOSITS: The Security Deposit shall not exceed two times the monthly rent for unfurnished apartments or three times the monthly rent for furnished apartments. The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 21 days after the premises have been completely vacated less any amount necessary to pay OWNER: a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) costs for repair of damages to apartment and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 21 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER. During the term of tenancy, RESIDENT agrees to increase the deposit upon 30 days written notice by an amount equal to any future increases in rent and/or an amount necessary to cover the cost of rectifying any damage or expense for which RESIDENT is responsible. Security deposit is not to be used as last month's rent.

5. UTILITIES: RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises except none. Tenant will pay for any and all repairs.

6. OCCUPANTS: Guest(s) staying over 14 days cumulative or longer during any 12-month period, without the OWNER'S written consent, shall be considered a breach of this agreement. ONLY the following listed individuals and/or animals, AND NO OTHERS shall occupy the subject apartment for more than 14 days unless the expressed written consent of OWNER is obtained in advance, (the 14 day period may be extended by local Rent Control Laws): \_\_\_\_\_

RESIDENT shall pay additional rent at the rate of \$100.00 per month or 25% (or the amount allowed under rent control) of the current monthly rent; whichever amount is greater, for the period of time that each additional guest in excess of the above named shall occupy the premises. RESIDENT shall pay the same additional monthly rent for each additional animal in excess of the above named animal(s), which shall occupy the premises. Acceptance of additional rent or approval of a guest shall not waive any requirement of this agreement or convert the status of any "guest" into a RESIDENT.

7. PETS AND FURNISHINGS: Furnishings - No liquid-filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later RESIDENT may possess a waterbed if he maintains waterbed insurance valued at \$100,000.00 or more. RESIDENT must furnish OWNER with proof of said insurance. RESIDENT must also comply with Civil Code Section 1940.5. Resident shall not keep on premises a receptacle containing more than ten gallons of liquid, highly combustible materials or other items which may cause a hazard or affect insurance rates such as musical instruments or other item(s) of unusual weight or dimension. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses caused by using said items. Pets - No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER'S option upon giving a 30-day written notice. In the event laws are passed or permission is granted to have any item prohibited by this agreement or if for any reason such item exists on the premises, there shall be minimum additional rent of \$25.00 a month for each such item if another amount is not stated in this agreement. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$ 150 shall be required along with the signing of OWNER'S "PET AGREEMENT."

8. PARKING/STORAGE: When and if RESIDENT is assigned a parking space on OWNER'S property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S "Application to Rent/Lease" or attached hereto. RESIDENT may not wash, repair, or paint in this parking space or at any other common areas on the premises. (RESIDENT may not assign, sublet, or allow RESIDENT'S guest(s) to use this or any other parking space.) RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. Only vehicles that are operational may park in their assigned space.

9. NOISE / ACTIVITY: RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet enjoyment of another RESIDENT. RESIDENT shall not violate any law or use the premises for the use, storage, possession, manufacturing or selling of illicit drugs. Said noise and/or activity shall be a breach of this Agreement.



- enjoyment, passage or convenience of another RESIDENT, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT, or in the common areas in such a way as to interfere with the free use and enjoyment of another RESIDENT.
11. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, RESID or OWNER may terminate this Agreement immediately upon three-day written notice to the other.
12. **CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, elect facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indic elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portk the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above-enumerated items in this provision be returned to OWNER in clean and good condition except for reasonable wear and tear; the premises shall be free of all personal property and trash not belonging to OWNER. It agreed that all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wa and tear.
13. **MAINTENANCE AND ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER excep may be provided by law. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable tea, and all other items the may lend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtub, washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or their guests. Tenant m notify landlord with a written notice stating what item(s) need service or repair and give landlord a reasonable opportunity to service or repair that item(s). Should any charges be incurred by the City as a result of not notifying the Landlord in writing of such needed service or repairs, tenant shall be responsible for a minimum of \$201.50 for each occurrence p any additional fines or inspection fees imposed by a government office as a result of RESIDENT not notifying OWNER in writing of any deficiencies with the residence.
14. **SMOKE/CARBON MONOXIDE DETECTORS:** The rental unit is equipped with properly functioning smoke and carbon monoxide detectors. Resident agrees to test the smoke and carbon monoxide detectors in the rental unit monthly for proper function. Resident agrees not to interfere with their normal function or disable any detectors in any manner.
15. **HOUSE, POOL, AND LAUNDRY RULES:** RESIDENT shall comply with all house, pool, pet, and laundry rules attached to this agreement which may be changed from time to ti These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view. OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or perso Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time.
16. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.
17. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month-to-month upon written approval of the landlord, but may be terming by either party with a written 30-day notice of intention to terminate. If tenancy exceeds one year, the owner shall give a written 60-day notice to terminate. Where laws require "j cause," such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages, which may include damages due to OWNER'S loss of prospective n RENTERS.
18. **POSSESSION:** If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of the loss or destruction of the Apartment or because of i failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the othe party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, t Agreement shall be pro-rated and begin on the date of actual possession.
19. **INSURANCE:** RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or o other causes, nor shall OWNER be held liable for such losses. RESIDENT HEREBY AGREES TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law, however, RESIDENT'S failure to maintain said policy shall be a complete waiver of RESIDENT'S rights to seek damages against OWNER for above stated losses.
20. **RIGHT OF ENTRY AND INSPECTION:** OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergenc or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform. In addition, OWNER has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that RESIDENT temporarily vacate th unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. RESIDENT agrees that in such event RESIDENT will be solely compensated by a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be due to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks, then RESIDENT shall perform those tasks upon receiving a 24-hour written notice. (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests.) Upon 24 hours notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S use.
21. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.
22. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.
23. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.
24. **ATTORNEY'S FEES:** If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorneys' fees up to but not more than \$500 in addition to other damages awarded.
25. **ABANDONMENT:** California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.
26. The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.
27. Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligation. RESIDENT expressly authorizes OWNER/AGENT (including a collection agency) to obtain Resident's consumer credit report, which OWNER/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.
28. **Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health hazards if not managed properly. Lead



exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, OWNERS must disclose the presence of known lead-based paint hazard: the dwelling. RESIDENTS must also receive a federally approved pamphlet on lead poisoning prevention.

**OWNER/AGENT DISCLOSURE (Initial)**

JD OWNER'S initials (on left) mean OWNER has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and OWNER has no records pertaining to lead-based paint and/or lead-based paint hazards in or on the Premises, and

RS RENTER'S initial (on left) indicate that RENTER has received a copy of a "Protect Your Family from Lead in Your Home", and that RENTER shall notify OW promptly in writing of any deteriorating and/or peeling paint.

29. **MOLD:** The OWNER/AGENT has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. Resident agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. Resident also agrees to immediate report to the OWNER/AGENT any evidence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by cleaning.

30. **ADDITIONS AND EXCEPTIONS:** 1. Tenant is responsible for all utilities and can use utility accounts in landlord's name until the accounts are switched to tenants's name by tenant. 2. Monthly rent will be increased by 5.00% every year from the previous years rent on the annual anniversary of this lease agreement. 3. Tenant will have the first right of refusal on any offer to purchase the subject property in this lease agreement.

31. **NOTICES:** All notices to RESIDENT shall be served at RESIDENT'S apartment / house whether or not RESIDENT is present at the time of delivery and all notices to OWN AUTHORIZED PERSON shall be served by first class mailing to:

**Person Authorized To Manage Property:**

Name Henry Danpour Address \_\_\_\_\_  
 Phone Number (310)980-0611

Owner of property or a person who is authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipt for all notices and demands.

Name Henry Danpour Address \_\_\_\_\_  
 Phone Number \_\_\_\_\_

**Person or Entity Authorized to Receive Payment of Rent:**

Name Henry Danpour Address \_\_\_\_\_  
 Phone Number \_\_\_\_\_

32. **INVENTORY:** The Apartment contains the following items for use by RESIDENT: None

RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed on the attached inventory and that said attached inventory is her made part of this agreement.

33. RESIDENT acknowledges receipt of the following, which shall be deemed a part of this Agreement: (Please check):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> House Rules   | <input type="checkbox"/> Pet Agreement  | <input type="checkbox"/> Garage Door Opener _____ |
| <input type="checkbox"/> Laundry Rules | <input type="checkbox"/> Pool Rules     | <input type="checkbox"/> Other: _____             |
| <input type="checkbox"/> Mailbox Keys  | <input type="checkbox"/> Apartment Keys |   |

34. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. The undersigned Residents are jointly and severally responsible for all obligations under this agreement and shall indemnify Owner for liability caused by the actions (omission or commission) of residents, their guests and invitees. Renter has relied on his own judgment in entering into this agreement.

35. **NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

36. **RECEIPT OF AGREEMENT:** The undersigned RESIDENT hereby certifies that he/she is fluent in the English language and has read and completely understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease." (\_\_\_\_\_) RESIDENT'S Initials:

OR Pursuant to California Civil Code 1632, which requires translation of specified contracts or agreements that are negotiated in Spanish, Chinese, Vietnamese, Tagalog or Korean:

(\_\_\_\_\_) Resident's Initials on left hereby acknowledge that this agreement was translated and interpreted in their foreign language of: \_\_\_\_\_

Printed Name of Interpreter \_\_\_\_\_ Signature of Interpreter \_\_\_\_\_ Date \_\_\_\_\_

Henry Danpour 12/1/14  
 Owner/Agent Date

Danpour 12-1-14  
 Resident Date  
RS 12-1-14  
 Resident Date

Owner/Agent Date

Owner/Agent Date

Resident Date

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.



## 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 333 South Hope Street, Thirty-Fifth Floor, Los Angeles, CA 90071-1406.

A true and correct copy of the foregoing document entitled (*specify*): **MOTION OF DEBTOR AND DEBTOR IN POSSESSION FOR ORDER: (1) AUTHORIZING SALE OF 1546 GRANDVIEW AVENUE, GLENDALE, CALIFORNIA 91201 [APN 5629-006-012], FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS; (2) APPROVING PROPOSED OVERBID PROCEDURES; (3) DETERMINING THAT BUYER IS A GOOD FAITH PURCHASER; ASSUMING AND ASSIGNING LEASE; AND (5) WAIVING THE FOURTEEN (14) DAY STAY PRESCRIBED BY RULE 6004(h) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF HENRY DANPOUR AND DANNY BONIADYAN IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On June 13, 2017 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page.

**2. SERVED BY UNITED STATES MAIL:** On June 13, 2017, 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.

Ron Maroko  
Office of the United States Trustee  
915 Wilshire Boulevard, Suite 1850  
Los Angeles, CA 90017

Service information continued on attached page.

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on June 13, 2017, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

### **VIA PERSONAL DELIVERY**

The Honorable Barry Russell  
United States Bankruptcy Court  
Roybal Federal Building  
Bin outside of Suite 1660  
255 East Temple Street  
Los Angeles, CA 90012

Service information continued on attached page.

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

June 13, 2017

Maria R. Viramontes

/s/Maria R. Viramontes

Date

Printed Name

Signature

**ADDITIONAL SERVICE INFORMATION (if needed):**

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

Andrew K Alper on behalf of Creditor Dayco Funding Corporation  
aalper@frandzel.com, lhernandez@frandzel.com

Christopher C Barsness on behalf of Creditor Menashi Cohen  
cbarsness@barthattorneys.com

Matthew L Eanet on behalf of Interested Party Courtesy NEF  
matt@eanetpc.com, Janae@eanetpc.com

Oscar Estrada on behalf of Creditor LOS ANGELES COUNTY TREASURER AND TAX COLLECTOR  
oestrada@ttc.lacounty.gov

Todd S Garan on behalf of Creditor JPMorgan Chase Bank, N.A.  
ch11ecf@aldridgepite.com, TSG@ecf.inforuptcy.com;tgaran@aldridgepite.com

Todd S Garan on behalf of Interested Party Courtesy NEF  
ch11ecf@aldridgepite.com, TSG@ecf.inforuptcy.com;tgaran@aldridgepite.com

Hal D Goldflam on behalf of Creditor Dayco Funding Corporation  
hgoldflam@frandzel.com, bwilson@frandzel.com

Ron Maroko on behalf of U.S. Trustee United States Trustee (LA)  
ron.maroko@usdoj.gov

Dennette A Mulvaney on behalf of Interested Party Courtesy NEF  
dmulvaney@bisnolaw.com

J. Alexandra Rhim on behalf of Creditor c/o J Alexandra Rhim Pacific Western Bank  
arhim@hemar-rousso.com

Lara R Shapiro on behalf of Attorney Lara Ruth Shapiro  
shapiro.lara@gmail.com, pduran7676@aol.com

Valerie Smith on behalf of Interested Party Courtesy NEF  
claims@recoverycorp.com

Ovsanna Takvoryan on behalf of Interested Party Courtesy NEF  
ot@tlgapc.com, r48607@notify.bestcase.com

Alan G Tippie on behalf of Debtor Henry Danpour  
atippie@sulmeyerlaw.com, dwalker@sulmeyerlaw.com;atippie@ecf.inforuptcy.com;ppenn@ecf.inforuptcy.com

Meghann A Triplett on behalf of Interested Party Courtesy NEF  
Meghann@MarguliesFaithlaw.com,  
Helen@MarguliesFaithlaw.com;Noreen@MarguliesFaithlaw.com;Victoria@MarguliesFaithlaw.com;Brian@MarguliesFaithlaw.com

United States Trustee (LA)  
ustpregion16.la.ecf@usdoj.gov

Steven Werth on behalf of Debtor Henry Danpour  
swerth@sulmeyerlaw.com,  
asokolowski@sulmeyerlaw.com;slee@sulmeyerlaw.com;slee@ecf.inforuptcy.com;asokolowski@ecf.inforuptcy.com;swerth@ecf.inforuptcy.com