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9 Debtor-in-Possession

10 UNITED STATES BANKRUPTCY COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 LOS ANGELES DIVISION

13 In re:

14 MONGE PROPERTY INVESTMENTS, INC.

15 Debtor-in-Possession.

Case No.: 2:12-bk-29275-TD

[Chapter 11]

**DEBTOR-IN-POSSESSION'S SECOND MOTION
FOR AN ORDER:**

- 1) **AUTHORIZING SALE OF THE
PROPERTY LOCATED AT 910 NORTH
SAN FERNANDO ROAD, LOS ANGELES,
CA;**
- 2) **ORDERING THAT THE SALE BE FREE
AND CLEAR OF ANY CLAIMS AND
INTERESTS OF THE PARTIES NAMED
IN THIS MOTION;**
- 3) **AUTHORIZING PAYMENT TO REAL
ESTATE BROKER; AND**
- 4) **APPROVING SALE WITHOUT
OVERBIDDING;**

**MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATIONS OF RUBEN
MONGE, JR., VU LY, AND DAVID M. REEDER**

[11 U.S.C. §§ 363(b), 363(f)]

Hearing

Date: October 19, 2016

Time: 11:00 a.m.

Courtroom: 1345

1 **TO THE HONORABLE THOMAS B. DONOVAN, UNITED STATES**

2 **BANKRUPTCY JUDGE:**

3 Monge Property Investments, Inc. ("MPI"), the Debtor-in-Possession herein, hereby
4 moves this Court for an order:

5 1) Authorizing the Sale of the Property Located at 910 North San Fernando Road,
6 Los Angeles, California (the "San Fernando Road Property");

7 2) Ordering that the Sale Be Free and Clear of Any Claims, Liens, and Interests
8 of:

9 a) Catherine Martin, successor in interest to Lois Ann Franks Geissel and

10 b) The City of Los Angeles – Department of Building and Safety;

11 with said claims, liens, and interests attaching to the proceeds of the sale of the San Fernando
12 Road Property.

13 3) Authorizing Payment to Real Estate Broker; and

14 4) Approving the sale without overbidding (hereinafter, the "Sale Motion").

15 MPI seeks an order of this Court authorizing its sale of the property located at 910
16 North San Fernando Road, Los Angeles, California (the "San Fernando Road Property") to
17 Gayane Davtian (the "Purchaser") for a purchase price of one million dollars (\$1,000,000).
18 The terms of the sale are cash at the time of closing.

19 The sale will be beneficial to the estate due to the fact that it will provide
20 approximately \$821,493 in net proceeds. Due to hardship that would accrue to the current
21 occupant, the son of the Purchaser, Purchaser requested, and MPI agreed to, a provision in
22 the Purchase Agreement to the effect that MPI's motion regarding the sale would state that
23 MPI would seek approval of the sale of the San Fernando Road Property to Purchaser **without**
24 **overbids**, and that if the Court denied that portion or the motion, or otherwise instituted
25 overbidding, then MPI's motion would be deemed to be immediately withdrawn, without the
26 necessity of any filing with the Court. This provision is a material part of MPI's Sale Motion.

27 MPI bases its motion on these moving papers, the declarations of Ruben Monge, Jr.
28 Vu Ly, and David M. Reeder, the exhibits thereto, the pleadings and papers on file in this

1 case, and upon all documentary and testamentary evidence presented at or prior to the
2 hearing.

3 WHEREFORE, MPI prays that this Court enter its order as follows:

- 4 1. Authorizing MPI to sell the San Fernando Road Property to the
5 Purchaser for the purchase price of one million dollars (\$1,000,000);
- 6 2. That the sale be free and clear of any claims, liens, or interests persons
7 and entities named above, pursuant to 11 U.S. C. § 363(f).
- 8 3. That Purchaser be designated as a good faith purchaser pursuant to 11
9 U.S.C. § 363(m).
- 10 4. Authorizing MPI, through its principal Ruben Monge, Jr. to take all
11 actions to conclude the sale of the San Fernando Road Property to the
12 Purchaser without returning to this Court for further orders.
- 13 5. Authorizing the payment to Remax 6000 Realty a commission of 4 ½%
14 of the purchase price (the “Broker’s Fee”), directly from escrow.
- 15 6. Authorizing MPI to handle the proceeds from the sale of the San
16 Fernando Road Property as follows: After the payment of ordinary
17 selling expenses and credits, the Broker’s Fee, and unpaid property
18 taxes, the remaining balance will be distributed to MPI, subject to
19 further orders of this Court.
- 20 7. Approving the sale without overbidding.
- 21 8. Granting MPI such other and further relief as is appropriate under the
22 circumstances of this case.

1 Dated: September 28, 2016

2 VALENSI ROSE, PLC

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4
5 /s/ DAVID M. REEDER

6 DAVID M. REEDER

7 Attorney for Monge Property Investments, Inc.,
8 Debtor-in-Possession
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MEMORANDUM OF POINTS AND AUTHORITIES

I.

FACTS

A. The Debtor-in-Possession's Chapter 11 Case.

Monge Property Investments, Inc. ("MPI") filed a chapter 11 bankruptcy case on May 31, 2012. It continues to administer its bankruptcy estate as a debtor-in-possession. [Declaration of Ruben Monge, Jr. at ¶ 3].

B. The San Fernando Road Property.

MPI is the vested owner of the property located at 910 North San Fernando Road, Los Angeles, California (the "San Fernando Road Property"). MPI took title to the San Fernando Road Property in 2004. A true copy of the grant deed through which MPI took title to the San Fernando Road Property is attached to the Declaration of Ruben Monge, Jr. as Exhibit "1".

The San Fernando Road Property is industrial land with a small building. The San Fernando Road Property is property of the bankruptcy estate in the above-referenced case.

The legal description of the San Fernando Road Property is as follows:

"Lots 167, 168, 169, 170, 173 and 174 of Robert Marsh and Co's Cottage Home Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 7, Page 108 of Maps, in the office of the County Recorder of said county. APN: 5453-005-021, 5453-005-022, 5453-005-023, 5453-005-026, 5453-005-027"

MPI has agreed to sell the San Fernando Road Property to Gayane Davtian, the holder of an option to purchase the San Fernando Road Property, previously approved by this Court (hereinafter "Purchaser") for a purchase price of one million dollars (\$1,000,000) (the "Sale Price"), subject to Bankruptcy Court approval.

C. The Long- Term Lease.

On or about November 1, 2013, the MPI entered into a lease of the San Fernando Road Property (the "Lease") with Jacob (Jack) Arutunian.. A true copy of the Lease, as executed, is attached to the Declaration of Ruben Monge as Exhibit "2". A true copy of a "clean" version of the Lease is attached to the Declaration of Ruben Monge as Exhibit "3", and is supplied since the original of the Lease has some pages which are less legible than the clean copy. Exhibits "2" and "3" are identical except for the signatures and initials. [Declaration of Ruben Monge, Jr. at ¶9].

The term of the Lease is 5 years from November 1, 2013. The Lease includes options to renew for two 5-year periods. [Lease – Exhibits "2" and "3" at Amendment 1]. If both options are exercised, then the duration of the lease will be 15 years. The Lease includes an option to purchase the San Fernando Road Property for \$1,000,000 which can be exercised by *either* Jack Arutunian or Purchaser. Exhibit "2". MPI is informed and believes that Purchaser is the mother of the tenant Jack Arutunian. [Declaration of Ruben Monge, Jr. at ¶10].

On or about November 10, 2015, the parties entered into an amendment to the Lease. A true copy of the Amendment is attached to the Declaration of Ruben Monge, Jr. as Exhibit "4".

D. The Long-Term Lease Motion.

On or about October 8, 2015, MPI brought its Second Motion for an Order Approving Long Term Real Property Lease, as Amended, Retroactive to November 4, 2013 (the "Second Lease Motion") for approval of long-term lease [ECF Docket No. 435]. The first motion had been withdrawn by MPI, and said withdrawal was acknowledged by order of the Court entered on September 9, 2015 [ECF Docket No. 432]. Subsequently, MPI filed its Second Motion for approval of the Lease. All parties in interest were given notice, no party opposed the Second Motion for retroactive approval of the Lease, with the purchase option component.

1 The Bankruptcy Court, in an order entered on November 10, 2015, approved both the Lease
2 and the Amendment. A true copy of the Court's order entered on November 10, 2015 is
3 attached hereto as Exhibit "5".¹

4 MPI is informed and believes that upon entering into the Lease, Jack Arutunian
5 relocated substantial business assets to the San Fernando Road Property in reliance upon the
6 Lease and the purchase option. [Declaration of Ruben Monge, Jr. at ¶ 13].

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8 **E. The Sale of the San Fernando Road Property.**

9 The sale of the property to Purchaser is pursuant to the terms of the option as to price
10 A true copy of the purchase and sale agreement is attached to the Declaration of Ruben
11 Monge, Jr. as Exhibit "6". Justification regarding the Sale Price being at the approximate fair
12 market value of the San Fernando Road Property is contained in the Declaration of Vu Ly,
13 which is attached hereto. The estimated proceeds of the sale are projected to be as follows:

14	Property address:	910 North San Fernando Rd., Los Angeles, CA
15	Description:	Industrial property
16	Sale price:	\$1,000,000
17	Selling costs (4.5%):	(\$45,000)
18	Encumbrance:	none
19	Credit for Purchaser's enviromental inspeactions	(\$14,235) ²
20	Credit for Lease	
21	Deposit	(\$6,000) ³
22	Unpaid Property taxes:	<u>(\$113,272)⁴</u>

23
24 ¹ MPI requests that the Court take judicial notice of the Order entered on November 10, 2015, pursuant to the
25 provisions of Fed. R. Evid. 201.

26 ² Purchase Agreement, Exhibit "6" at sec. 3.1 and description of Initial Deposit on summary page after table of
27 contents.

28 ³ Addendum #3 to Lease – Exhibit "2".

⁴ Preliminary title report – Exhibit "7" at paragraphs 2-11.

Estimated proceeds: \$821,493

[Declaration of Ruben Monge, Jr. at ¶ 14].

F. The Provision in the Purchase Agreement regarding no overbidding

Due to Purchaser's concern regarding the devastating effect that an overbid would have on Jack Arutunian's business, since the Purchaser is his mother, and MPI is informed and believes that Mr. Artunian intends to continue to occupy the San Fernando Road Property after the close of the sale, Purchaser requested, and MPI agreed to, a provision in the Purchase Agreement to the effect that MPI's motion regarding the sale would state that MPI would seek approval of the sale of the San Fernando Road Property to Purchaser without overbids, and that if the Court denied that portion or the motion, or otherwise instituted overbidding, then MPI's motion deemed immediately withdrawn, without the necessity of any filing with the Court. [Declaration of Ruben Monge, Jr. at ¶ 15]. To carry out the parties' agreement, the Purchase Agreement states:

4.4 Overbids. Seller will include an express provision in the Sale Motion that the sale will not be subject to overbids, and that if the Bankruptcy Court requires overbids, that the Sale Motion will be construed as withdrawn. Sellers agree that in no event will Seller proceed with the Sale Motion if the Court orders overbids. In such case, the contemplated sale transaction between Buyer and Seller will take place after the closure of the Bankruptcy Case [Purchase Agreement, Exhibit "6", at page 4].

Based thereon, in the event that overbidding is authorized in connection with MPI's motion to sell the San Fernando Road Property, MPI's Sale Motion will be deemed withdrawn without the requirement of any filing with the Court.

G. The Title Report and the Disputed Liens.

A true copy of the preliminary title report regarding the San Fernando Road Property generated by USA National Title Company (the "Title Report") is attached to the Declaration of Ruben Monge as Exhibit "7". Certain liens, all of which are disputed by MPI, are found in the Title Report and will be referenced to herein with reference to the Title Report.

1) The Giessel Deed of Trust

At paragraph 16 on page 8 of the Title Report, reference is made to a deed of trust in favor of beneficiary Lois Ann Franks Geissel, dated November 2, 1976 (the "Geissel Deed of Trust"). The trustors were Ruben Monge, Sr. and Mary Lou Monge⁵. According to the instrument, the Geissel Deed of Trust secured payment of an obligation of \$80,000. A true copy of the Geissel Deed of Trust is attached as Exhibit "8".

MPI believes that the obligation secured by the Geissel Deed of Trust was a "carry back" deed of trust from the seller that was paid off many years ago. [Declaration of Ruben Monge, Jr. at ¶ 22]. Ruben Monge, Sr., the trustor and MPI's predecessor in interest, however, never received a reconveyance. [Declaration of Ruben Monge, Jr. at ¶ 22]. MPI has never received any demand for payment, formal or informal, regarding any obligation secured by the Geissel Deed of Trust. [Declaration of Ruben Monge, Jr. at ¶ 23] MPI contends that there is no obligation secured by the Geissel Deed of Trust, and based thereon disputes the validity of the Geissel Deed of Trust. *Id.*

2) The City of Los Angeles – Department of Building and Safety Liens

Reference is made in the Title Report at paragraphs 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 31, and 32, to Notices of Lien in favor of the City of Los Angeles – Department of Building and Safety (the "Building and Safety Liens"). True copies of the Building and Safety liens are attached to the [Declaration of David M. Reeder at as Exhibit "9"]. According to the Department of Building and Safety, the Building and Safety Liens were for inspections of the San Fernando Road Property. [Declaration of David M. Reeder at ¶ 5]. The total balance of

⁵ Ruben Monge Sr. is the predecessor in interest to MPI, having conveyed the San Fernando Road Property to MPI by Grant Deed recorded on November 24, 2004. (See Exhibit "1").

1 the Building and Safety Liens totals **\$14,493.85**, including penalties. [Declaration of David
2 M. Reeder at ¶ 5]. The Building and Safety Liens referenced in the Title Report at paragraph
3 25 (recorded 09-21-2012), paragraph 26 (recorded 08-12-2013), paragraph 31 (recorded 02-
4 07-2014, and paragraph 32 (recorded 05-30-2014), were all recorded after the case filing
5 date of May 31, 2012, and were filed in violation of the automatic stay, and according to
6 applicable case law, are void. [Declaration of David M. Reeder at ¶ 6]. MPI also disputes all
7 portions of the Building and Safety Liens that are penalties, and reserves its right to object to
8 such claims.

9 **II.**

10 **CAUSE EXISTS FOR AUTHORIZATION OF THE SALE OF**
11 **THE PROPERTY TO PURCHASER**
12

13 Bankruptcy Code section 363(b) provides for a trustee/debtor-in-possession to
14 sell property of the estate outside the ordinary course of business. In considering sales of
15 assets of the estate, the debtor-in-possession is governed by the “Business Judgment Rule.”
16 In re Walter, 83 B.R. 14, 20, (Bankr. 9th Cir. 1988). Further, to gain approval of the sale of
17 property pursuant to 11 U.S.C. § 363(b), the trustee/debtor-in-possession need not show that
18 the price for the asset being sold is the highest possible price, but must show that the price is
19 not shockingly inadequate. In re BCD Corp., 119 F.3d 852 (10th Cir. 1997).

20 Here, MPI has a sound basis for selling the San Fernando Road Property to Purchaser.
21 The sale will be beneficial to the estate due to the fact that it provides a pool of funds for use
22 in MPI’s reorganization effort. As stated in the Declaration of Vu Ly, the fair market value of
23 the San Fernando Road Property is approximately \$1,000,000, which is the Sale Price.
24 [Declaration of Vu Ly at ¶ 8]. Further, the price to be paid by Purchaser is not inadequate.
25 Based thereon, the sale of MPI to Purchaser should be approved by this Court.
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III.

**THE SALE OF THE SAN FERNANDO ROAD PROPERTY SHOULD BE FREE
AND CLEAR OF ANY CLAIMS, LIENS AND INTERESTS THE NAMED PARTIES**

11 U.S. C. § 363(f) provides for the sale of property free and clear of claims, liens and interests, so long as one of the following provisions is shown:

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

A. Liens Claims and Interests Subject to Bona fide Dispute

Here, all of the claims liens and ingests of the Named Lien Parties fall under the “bona fide dispute” prong of 11 U.S. C. § 363(f)(4), as follows:

1) The Geissel Deed of Trust

The Geissel Deed of Trust was paid in full but no reconveyance was received. [Declaration of Ruben Monge, Jr. at ¶ 22]. MPI has never received any demand for payment, formal or informal, regarding any obligation secured by the Geissel Deed of Trust. [Declaration of Ruben Monge, Jr. at ¶ 23]. MPI contends that there is no obligation secured by the Geissel Deed of Trust, and based thereon disputes the validity of the Geissel Deed of Trust. This is a bonifide dispute, and satisfies 11 U.S.C. § 363(f)(4). Further, the original balance of the Geissel Deed of Trust in 1976 was \$80,000. The sale price of the property is \$1,000,000. Thus, even if there was a provable balance regarding the obligation once

secured by the Geissel Deed of Trust, the sale price of the property exceeds the aggregate value of liens, satisfying 11 U.S.C. § 363(f)(3). Based thereon, the San Fernando Road Property can be sold free and clear of the Geissel Deed of Trust.

2) The City of Los Angeles – Department of Building and Safety Liens

First, the aggregate balance due of the Building and Safety Liens totals \$14,493. The sale price of the property is \$1,000,000. Thus, the sale price of the property exceeds the aggregate value of liens, satisfying 11 U.S.C. § 363(f)(3). Second, the liens are disputed to the extent that they include penalties, and to the extent that they were filed in violation of the automatic stay.

B. The Price of the San Fernando Road Property is Greater Than the Aggregate Value of all Liens on Such Property

The San Fernando Road Property may be sold free and clear of all of the interests of the above referenced liens since the sale price exceeds the aggregate amount of the liens.

11 U.S. C. § 363(f)(3). A calculation bearing this out is as follows⁶:

Sale price:	\$1,000,000
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Disputed Liens

Geissel Deed of Trust	\$80,000
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Building and Safety Liens	\$14,493
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Unpaid property taxes	<u>\$113,272</u>
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Aggregate of Liens	\$207,765
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As shown above, the \$1,000,000 Sale Price greatly exceeds the aggregate of all disputed liens by nearly \$800,000. Based thereon, the San Fernando Road Property can be

⁶ In making this analysis MPI does not concede the viability of any of the liens held by holders of the above-referenced liens, due to their disputed nature set out in detail above.

1 sold free and clear of the liens, claims and interests of the above-referenced liens pursuant to
2 11 U.S. C. § 363(f)(3) since the sale price exceeds the aggregate [disputed] liens.
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5 **IV.**

6 **THE SALE OF THE SAN FERNANDO ROAD PROPERTY**
7 **SHOULD BE WITHOUT OVERBIDDING**

8 Unlike, for example, the California Probate Code, which requires mandatory
9 overbidding on any property being sold through the probate system, the Bankruptcy Code
10 includes no such overbid requirement. Here, based on the substantial proceeds generated
11 from the sale of the option price of \$1,000,000, over \$821,000, combined with the additional
12 back-up equity which MPI still retains in its other properties, there is no need for overbids.
13 Further, in entering into the Lease, with the Purchase Option component, Purchaser, who,
14 along with her son Jack Arutunian, was an optionee, reasonably believed that she was locking
15 in a sale price of \$1,000,000. To allow a stranger to the transaction to appear and overbid
16 would defeat the reasonable expectations of Purchaser. Finally, at the time of the Lease, Mr.
17 Arutunian moved all of his business operations and property to the San Fernando Road
18 Property, where he operates an auto parts yard. Having to move his entire business operation
19 from the Property if Purchaser were overbid would work a hardship on Mr. Arutunian.
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22 The standard for determining the propriety of any term to a sale under 11 U.S.C. §
23 363(b) is the business judgment rule. Under § 363(b)(1), a debtor-in-possession may use, sell,
24 or lease, other than in the ordinary course of its business, property of the estate. The decision
25 to enter into a transaction which is outside of the normal course of its business, must be based
26 on its reasonable business judgment. *In re Continental Air Lines, Inc.*, 780 F.2d 1223, 1226
27 (5th Cir. 1986). The Court may approve a transaction if the debtor-in-possession has
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1 established "some articulated business justification" for the transaction. *In re Lionel Corp.*,
2 722 F.2d 1063, 1070 (2d Cir. 1983); *In re Walter*, 83 B.R. 14 (9th Cir. BAP 1988); *In re*
3 *Ernst Home Ctr.*, 209 B.R. 974, 979 (Bankr. W.D. Wash. 1997)

4 Here, for the reasons set out above, MPI, in an exercise of its business judgment, has
5 determined that the sale to Purchaser, for \$1,000,000, without overbids is fair and reasonable
6 under the circumstances. Based thereon, the sale should be approved, in the amount of
7 \$1,000,000, to Purchaser, without overbidding.
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10 **IV.**

11 **CONCLUSION**

12 For the reasons set out herein, cause exists for the approval of the sale of the San
13 Fernando Road Property by the Bankruptcy Court, under the terms and conditions set out
14 herein.
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16
17 Dated: September 28, 2016

VALENSI ROSE, PLC

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19 /s/ DAVID M. REEDER

DAVID M. REEDER

20 Attorney for Monge Property Investments, Inc.,
21 Debtor-in-Possession
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DECLARATION OF RUBEN MONGE, JR.

I, Ruben Monge, Jr., hereby declare as follows:

1. I am over the age of eighteen years and am a resident of Los Angeles County, California. I have personal knowledge of the facts attested to in this declaration and, if called upon to do so, could and would competently testify thereto;

2. I am the president of Monge Property Investments, Inc. (the "Debtor-in-Possession" or "MPI") in the chapter 11 bankruptcy case pending before the United States Bankruptcy Court for the Central District of California, Los Angeles Division, entitled In re Monge Property Investments, Inc., Case No. 2:12-bk-29275-TD.

The Debtor-in-Possession's Chapter 11 Case.

3. Monge Property Investments, Inc. ("MPI") filed a chapter 11 bankruptcy case on May 31, 2012. It continues to administer its bankruptcy estate as a debtor-in-possession.

The San Fernando Road Property.

4. I have personal knowledge of all of the properties owned by the Debtor-in-Possession, and its operations, values, income and expenses. I am the sole manager and operator of the properties on behalf of MPI.

5. MPI is the vested owner of the property located at 910 North San Fernando Road, Los Angeles, California (the "San Fernando Road Property"). MPI took title to the San Fernando Road Property in 2004. A true copy of the grant deed through which MPI took title to the San Fernando Road Property is attached hereto as Exhibit "1".

6. The grantor in the grant deed shown as Exhibit "1" was my father the late Ruben Monge, Sr. I worked with my father regarding the operation of the San Fernando Road property, and am familiar with facts stated herein that pre-date MPI's acquisition of the San Fernando Road Property.

1 7. The San Fernando Road Property is industrial land with a small building.

2 8. There is no encumbrance on the San Fernando Road Property.

3 **The Long- Term Lease.**

4 9. On or about November 1, 2013, the MPI entered into a lease of the San
5 Fernando Road Property (the "Lease") with Jacob (Jack) Arutunian.. A true copy of the
6 Lease, as executed, is attached hereto as Exhibit "2". A true copy of a "clean" version of the
7 Lease is attached to the Declaration of Ruben Monge as Exhibit "3", and is supplied since the
8 original of the Lease has some pages which are less legible than the clean copy. Exhibits "2"
9 and "3" are identical except for the signatures and initials.

10
11 10. The term of the Lease is 5 years from November 1, 2013. The Lease includes
12 options to renew for two 5-year periods. [Lease – Exhibits "2" and "3" at Amendment 1]. If
13 both options are exercised, then the duration of the lease will be 15 years. The Lease includes
14 an option to purchase the San Fernando Road Property for \$1,000,000 which can be
15 exercised by either Jack Arutunian or Purchaser. Exhibit "2". I am informed and believe that
16 Purchaser is the mother of the tenant Jack Arutunian.

17 11. On or about November 10, 2015, the parties entered into an amendment to the
18 Lease. A true copy of the Amendment is attached to the Declaration of Ruben Monge, Jr. as
19 Exhibit "4".

20 **The Long-Term Lease Motion.**

21 12. On or about October 8, 2015, MPI brought its Second Motion for an Order
22 Approving Long Term Real Property Lease, as Amended, Retroactive to November 4, 2013
23 (the "Second Lease Motion") for approval of long-term lease [ECF Docket No. 435]. The
24 first motion had been withdrawn by MPI, and said withdrawal was acknowledged by order of
25 the Court entered on September 9, 2015 [ECF Docket No. 432]. Subsequently, MPI filed its
26 Second Motion for approval of the Lease. All parties in interest were given notice, no party
27 opposed the Second Motion for retroactive approval of the Lease, with the purchase option
28 component. The Bankruptcy Court, in an order entered on November 10, 2015, approved

1 both the Lease and the Amendment. A true copy of the Court's order entered on November
2 10, 2015 is attached hereto as Exhibit "5".⁷

3 13. I am informed and believe, from conversations with Jack Arutunian and my
4 observation regarding the San Fernando Road Property, that upon entering into the Lease,
5 Jack Arutunian relocated substantial business assets to the San Fernando Road Property in
6 reliance upon the Lease and the purchase option.

7 **The Sale of the San Fernando Road Property**

8 14. MPI has agreed to sell the San Fernando Road Property to Gayane Davtian
9 ("Purchaser") for a purchase price of one million dollars (\$1,000,000) (the "Sale Price"),
10 subject to Bankruptcy Court approval. A true copy of the purchase and sale agreement is
11 attached hereto as Exhibit "6". The sale is an arm's-length transaction; neither I nor MPI have
12 any relationship with Purchaser or Jack Arutunian, except for the Lease and the purchase of
13 the San Fernando Road Property.

14 The estimated proceeds of the sale are projected to be as follows:

15	Property address:	910 North San Fernando Rd., Los Angeles, CA
16	Description:	Industrial property
17	Sale price:	\$1,000,000
18	Selling costs (4.5%):	(\$45,000)
19	Encumbrance:	none
20	Credit for Purchaser's enviromental inspeactions	(\$14,235)
21	Credit for Lease	
22	Deposit	(\$6,000)
23	Unpaid Property taxes:	<u>(\$113,272)</u>
24	Estimated proceeds:	\$821,493

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28 ⁷ MPI requests that the Court take judicial notice of the Order entered on November 10, 2015, pursuant to the provisions of Fed. R. Evid. 201.

The Provision in the Purchase Agreement regarding no overbidding

15. Due to Purchaser's concern regarding the devastating effect that an overbid would have on Jack Arutunian 's business, since the Purchaser is his mother, and MPI is informed and believes that Mr. Artunian intends to continue to occupy the San Fernando Road Property after the close of the sale, Purchaser requested, and MPI agreed to, a provision in the Purchase Agreement to the effect that MPI's motion regarding the sale would state that MPI would seek approval of the sale of the San Fernando Road Property to Purchaser without overbids, and that if the Court denied that portion or the motion, or otherwise instituted overbidding, then MPI's motion deemed immediately withdrawn, without the necessity of any filing with the Court.

16. MPI has, with Bankruptcy Court approval granted on August 22, 2014, employed Remax 6000 Realty ("Broker") on July 9, 2014. The terms of the Broker's employment was that it would receive 4 ½ % of the sale price of the San Fernando Road Property.

The Title Report and the Disputed Liens.

17. A true copy of the preliminary title report regarding the San Fernando Road Property generated by USA National Title Company (the "Title Report") is attached hereto as Exhibit "7".

The Giessel Deed of Trust

18. At paragraph 16 on page 8 of the Title Report, reference is made to a deed of trust in favor of beneficiary Lois Ann Franks Geissel, dated November 2, 1976 (the "Geissel

1 Deed of Trust"). The trustors were Ruben Monge, Sr. and Mary Lou Monge⁸. According to
2 the instrument, the Geissel Deed of Trust secured payment of an obligation of \$80,000. A
3 true copy of the Geissel Deed of Trust is attached hereto as Exhibit "8".

4 19. I believes that the obligation secured by the Geissel Deed of Trust was a "carry
5 back" deed of trust from the seller that was paid off many years ago. Ruben Monge, Sr., my
6 father and the trustor and MPI's predecessor in interest, however, never received a
7 reconveyance. MPI has never received any demand for payment, formal or informal,
8 regarding any obligation secured by the Geissel Deed of Trust.

9 **The Title Report and the Disputed Liens.**

10 20. A true copy of the preliminary title report regarding the San Fernando Road
11 Property generated by Provident Title Company in connection with the sale of the San
12 Fernando Road Property (the "Title Report") is attached to the hereto as Exhibit "3
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14 **The Giessel Deed of Trust**

15 21. At paragraph 5 on page 5 of the Title Report, reference is made to a deed of
16 trust in favor of beneficiary Lois Ann Franks Geissel (the "Geissel Deed of Trust"). The
17 trustors were Ruben Monge, Sr. and Mary Lou Monge⁹. A true copy of the Geissel Deed of
18 Trust is attached hereto as Exhibit "4".

19 22. It is my belief, from my involvement with the San Fernando Road Property
20 prior to its acquisition by MPI, that obligation secured by the Geissel Deed of Trust was a
21 "carry back" deed of trust from the seller that was paid off many years ago, but Ruben Monge,
22 Sr., the trustor and MPI's predecessor in interest, never received a reconveyance.

23 23. MPI has never received any demand for payment, formal or informal,
24 regarding any obligation secured by the Geissel Deed of Trust. I contend that there is no
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28 ⁸ Ruben Monge Sr. is the predecessor in interest to MPI, having conveyed the San Fernando Road Property to MPI by Grant Deed recorded on November 24, 2004. (See Exhibit "1").

1 obligation secured by the Geissel Deed of Trust, and based thereon dispute the validity of the
2 Geissel Deed of Trust.

3 I declare under penalty of perjury that the foregoing is true and correct, and that this
4 declaration was executed on this 28th day of September, 2016.
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6 /s/ Ruben Monge, Jr.
7 RUBEN MONGE, JR.
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28 ⁹ Ruben Monge Sr. is the predecessor in interest to MPI, having conveyed the San Fernando Road Property to MPI by Grant Deed recorded on November 24, 2004. (See Exhibit "1").

DECLARATION OF VU LY

I, Vu Ly, hereby declare as follows:

1. I have personal knowledge of the matters attested to in this declaration, and if called upon to testify to contents of this declaration, I could and would competently testify thereto.

2. I am a licensed real estate sales person in the State of California. I have been licensed as a real estate sales person for over seven years.

3. I am associated with the firm of Remax 6000 Realty in its Arcadia office.

4. Monge Property Investments, Inc. ("MPI") has engaged Remax 6000 Realty to market various properties owned by MPI, including the property located at 910 North San Fernando Road, Los Angeles, California (the "San. Fernando Road Property"). The San. Fernando Road Property is industrial land. It is located within the area in which I concentrate my real estate practice, and within which I am knowledgeable regarding property values.

5. As part of my pre-marketing diligence, I did a broker's estimate of value regarding the San. Fernando Road Property. After reviewing comparable sales, I concluded that the fair market value of the San. Fernando Road Property was approximately \$1,000,000

6. The commission rate to be charged by Remax 6000 Realty, subject to approval of the Bankruptcy Court, is as follows: 4.5% of the sale price of the San Fernando Road Property.

7. I was the broker for MPI regarding the negotiation of the sale of the San. Fernando Road Property.

8. It is my opinion, based on by knowledge of, and active involvement with, real property values in the area in which the San. Fernando Road Property is located, that

1 the purchase price of \$1,000,000 for the San. Fernando Road Property is not less than the fair
2 market value of the San. Fernando Road Property.

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4 I declare under penalty of perjury that the foregoing is true and correct, and that this
5 declaration was executed on this 28th day of September, 2016.
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VU LY
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DECLARATION OF DAVID M. REEDER

I, David M. Reeder, hereby declare as follows:

1. I am over the age of eighteen years and am a resident of Los Angeles County, California. I have personal knowledge of the facts attested to in this declaration and, if called upon to do so, could and would competently testify thereto.

2. I am an attorney licensed to practice before the California courts, and I am admitted to practice before the United States Bankruptcy Court for the Central District of California.

3. I am an attorney at law practicing with the firm of Valensi Rose, PLC, as general counsel for Monge Property Investments, Inc. (the "Debtor-in-Possession") in the chapter 11 bankruptcy case pending before the United States Bankruptcy Court for the Central District of California, Los Angeles Division, entitled In re Monge Property Investments Inc., Case No. 2:12-bk-29275-TD.

4. Attached hereto, as Exhibit "9", as true copies of Notices of Lien in favor of the City of Los Angeles – Department of Building and Safety (the "Building and Safety Liens") which are listed in paragraphs 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 31, and 32, of the Title Report [Exhibit "7"].

5. On September 28, 2016 I spoke with Gabby at the finance department of the City of Los Angeles – Department of Building and Safety. She informed me that the liens were for unpaid inspection fees regarding the San Fernando Road Property. She also informed me that the total balance of the Building and Safety Liens is **\$14,493.85**, including penalties.

6. The Building and Safety Liens referenced in the Title Report at paragraph 25 (recorded 09-21-2012), paragraph 26 (recorded 08-12-2013), paragraph 31 (recorded 02-07-2014, and paragraph 32 (recorded 05-30-2014), were all recorded after the case filing date of May 31, 2012, and were filed in violation of the automatic stay, and according to applicable case law, are void

1 I declare under penalty of perjury that the foregoing is true and correct, and that this
2 declaration was executed on this 28th day of September, 2016.

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5 /s/ DAVID M. REEDER

6 DAVID M. REEDER
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In re: MONGE PROPERTY INVESTMENTS, INC. Debtor-in-Possession	CHAPTER: 11 CASE NUMBER: 2:12-bk-29275-TD
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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:

Valensi Rose, PLC
1888 Century Park East, Ste. 1100
Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled (*specify*): **DEBTOR-IN-POSSESSION'S SECOND MOTION FOR AN ORDER: 1) AUTHORIZING SALE OF THE PROPERTY LOCATED AT 910 NORTH SAN FERNANDO ROAD, LOS ANGELES, CA; 2) ORDERING THAT THE SALE BE FREE AND CLEAR OF ANY CLAIMS AND INTERESTS OF THE PARTIES NAMED IN THIS MOTION; 3) AUTHORIZING PAYMENT TO REAL ESTATE BROKER; AND 4) APPROVING SALE WITHOUT OVERBID; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF RUBEN MONGE, JR. , VU LY, AND DAVID M. REEDER** 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 **September 28, 2016**, 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 **September 28, 2016**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **September 28, 2016**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

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

September 28, 2016

Date

David M. Reeder

Printed Name

/s/ DAVID M. REEDER

Signature

In re:

MONGE PROPERTY INVESTMENTS, INC.

Debtor-in-Possession.

CHAPTER: 11

CASE NUMBER: 2:12-bk-29275-TD

SERVICE LIST

Served by Electronic Mail

- Bradley S Beherns
ecfcacb@piteduncan.com
- Dane W Exnowski
dexnowski@mclaw.org
- Todd S Garan
ch11ecf@aldridgepite.com,
TSG@ecf.inforuptcy.com;tgaran@aldrig
epite.com
- Paul H Kim
Pkim@counsel.lacounty.gov
- Nancy L Lee bknotice@rcolegal.com
- Wendy A Loo wendy.loo@lacity.org
- Queenie K Ng
queenie.k.ng@usdoj.gov
- David M Reeder dmr@vrmlaw.com,
jle@vrmlaw.com
- Jason W Short jshort@piteduncan.com
- Jolene Tanner
jolene.tanner@usdoj.gov,
USACAC.criminal@usdoj.gov
- Bill Taylor
ecfnotices@4stechnologies.com
- United States Trustee (LA)
ustpreion16.la.ecf@usdoj.gov
- Edward T Weber
bknotice@rcolegal.com
- Kristi M Wells
bknotice@rcolegal.com,
RCO@ecf.inforuptcy.com

Served by Personal Delivery

Honorable Thomas B. Donovan
United States Bankruptcy Court
Central District of California
255 E. Temple St., Ste. 1352
Los Angeles, CA 90012

Served by First Class Mail

Attorney for Purchaser

Varand Gourjian, Esq.
101 North Brand Boulevard, Suite 1220
Glendale, California 91203

Addresses of Holders of Disputed Claims, Liens, or Interests

Successor-in-interest to Lois Ann Franks Geissel

Cathlene Martin
308 W. Roundup Road
Payson, AZ 85541

Building and Safety Liens

City of Los Angeles
Financial Services Division
201 N. Figueroa St. #740
Los Angeles, CA 90012

Holder of secured tax claims

Los Angeles County Treasurer and Tax
Collector
P.O. Box 54110
Los Angeles, CA 90054-0110

In re: MONGE PROPERTY INVESTMENTS, INC. Debtor-in-Possession.	CHAPTER: 11 CASE NUMBER: 2:12-bk-29275-TD
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EXHIBIT " 1 "

In re Monge Property Investments, Inc., United States Bankruptcy Court, Central District of California, Los Angeles Division, Case No. 2:12-bk-29275-TD; Debtor-In-Possession's Second Motion for an Order: 1) Authorizing Sale of the Property Located at 910 North San Fernando Road, Los Angeles, CA; 2) Ordering that the Sale Be Free and Clear of Any Claims and Interests of the Parties Named in this Motion; 3) Authorizing Payment to Real Estate Broker; and 4) Approving Sale Without Overbidding

This page is part of your document - DO NOT DISCARD

04 3057605

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

8:41 AM NOV 24 2004

TITLE(S) :

DEED



L E A D S H E E T

FEE

FEE
\$7

D.T.T

NOTIFICATION SENT - \$4

CODE
20CODE
19CODE
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Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

5453 - 005 - 023

001

THIS FORM NOT TO BE DUPLICATED

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Monge Property Investments, Inc.
1314 Brightwood Street
Monterey Park
California, 91754

04 3057605

A.P.N.: 5453-005-023

Order No.:

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Exchange No.:

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) that the documentary transfer tax is \$0.00 and is

☐ because this conveyance changes the manner in which legal title is held, however, Grantor and Grantee remain the same and hold the same proportionate interest. [Revenue and Taxation Code 11911]

☒ computed on full value of interest or property conveyed, or is bonafide gift, grantor received nothing

☐ computed on full value less value of liens or encumbrances remaining at the time of sale.

☐ unincorporated area

☐ city of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RUBEN MONGE

hereby GRANT(S) TO:

MONGE PROPERTY INVESTMENTS, INC.

a California Corporation

the following described real property in the City of Los Angeles, County of Los Angeles, State of California:

Legal Lot 170, Legal Block B, Robert Marsh and Co's Cottage Home

Tract Lot 169 and 170

Commonly Known as:

910 N. San Fernando Road

Los Angeles, CA 90065+1105

Ruben Monge
RUBEN MONGE

Document Date:

STATE OF CALIFORNIA) SS

COUNTY OF OrangeOn October 20, 2004 before me,

personally appeared

Ruben Monge

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

Signature

MAIL TAX STATEMENTS TO: SAME AS ABOVE or Address Noted Below

Name

Street Address



EXHIBIT "2"

In re Monge Property Investments, Inc., United States Bankruptcy Court, Central District of California, Los Angeles Division, Case No. 2:12-bk-29275-TD; Debtor-In-Possession's Second Motion for an Order: 1) Authorizing Sale of the Property Located at 910 North San Fernando Road, Los Angeles, CA; 2) Ordering that the Sale Be Free and Clear of Any Claims and Interests of the Parties Named in this Motion; 3) Authorizing Payment to Real Estate Broker; and 4) Approving Sale Without Overbidding



#4

**STANDARD OFFER AND AGREEMENT
TO LEASE REAL ESTATE
(Non-Residential)
AIR Commercial Real Estate Association
-THIS IS A BINDING AGREEMENT-**

City of Los Angeles (City) Date 11/4/13

1. Lessee, Jack Arutunian (Lessee) hereby offers to lease the real property (the "Premises") hereinafter described upon the terms and conditions set forth in this agreement (the "Agreement").

2. Premises. The Premises which are the subject of this Agreement are located in the County of Los Angeles State of CA commonly known as 910 N. San Fernando St. and described as _____

3. Broker:

3.1 This Agreement is being submitted to Lessee through CB GD ("Broker"), who is the procuring cause of this Agreement. Lessee agrees to use the services of Broker exclusively in connection with any and all negotiations and offers with respect to the Premises for a period of one year from the above date.

3.2 The parties acknowledge that the following real estate brokerage relationship exists:
☒ (Check if applicable) Broker represents both Lessor and Lessee; or
☐ (Check if applicable) Broker represents Lessee exclusively and shall not be considered the subagent, and/or representative of Lessor's broker.

4. Deposit:

4.1 Lessee hereby delivers to Broker a check in the amount of \$ 6,000.00 ("Deposit"). Broker is instructed to hold check uncashed until acceptance hereof.

4.2 Upon execution of the lease agreement contemplated hereby:
(a) If the Deposit check is made payable to the Broker, Broker is authorized by Lessor and Lessee to apply the Deposit to any Commission owed to Broker pursuant to the terms of the Agreement and/or the lease agreement and to deliver the balance of the Deposit, if any, to Lessor.
(b) If the Deposit check is made payable to the Lessor, Broker is authorized by Lessee to deliver the Deposit to Lessor.

5. Agreed Lease Terms:

5.1 Term of Lease: The term of the lease shall be 60 months and shall begin on January 1, 2014 and shall end on December 31, 2019.

5.2 Rent:
(a) The monthly Base Rent shall initially be \$ 6,000.00 and shall be adjusted as follows:
Base Rent Base Rent Base Rent Base Rent
\$ 6,000.00 \$ 6,000.00 \$ 6,000.00 \$ 6,000.00
Year 1-3 Year 4-5
Base Rent shall be payable in advance, on the First day of each month.

(b) On execution of lease, Lessee shall pay to Lessor \$ 6,000.00 representing Base Rent for _____

INITIALS

PAGE 1 OF 4

INITIALS

5.3 Security Deposit. The Security Deposit shall be in the amount of \$6,000.
Total makes the sum of \$12,000.00 and last month rent
5.4 Agreed Use. The Premises shall be used only for Auto Dismantling/Wrecking
yard as permitted by the city
5.5 Possession. If Lessee is not already in possession, Lessee shall deliver the Possession on _____

5.6 Proportion and Share of Expenses. If the Premises are part of a larger building or a complex of buildings, Lessee shall pay its proportionate share of the operating expenses, if any, of the property of which the Premises are a part, including, but not limited to, real property taxes, insurance, maintenance, and security costs.

6 Additional Lease Terms. In addition to the Agreed Terms described in paragraph 5, the Lease which is to be lastly executed by the parties shall contain the provisions of the most recent edition of the ☐ Industrial/Commercial Single Tenant - Net, ☐ Industrial/Commercial Single Tenant - Gross, ☐ Industrial/Commercial Multi-Tenant - Net, ☐ Industrial/Commercial Multi-Tenant - Gross, ☐ Multi-Tenant Office - Net, ☐ Multi-Tenant Office - Gross, ☐ Retail Multi-Tenant - Net, ☐ Other (specify) See Attachment 1
Standard Lease Form published by the A/R Commercial Real Estate Association subject to such commercially reasonable modifications as may be mutually agreed upon by the parties in writing. The Parties agree to act reasonably and expeditiously with regard to the negotiation and drafting of the lease agreement. If agreement cannot be reached within fifteen days from the date of the execution of this Agreement, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable attorney or broker to establish the terms of the lease agreement within the next ten days. Any associated costs will be split equally between the Parties.

OR

(b) Both Lessor and Lessee shall each immediately submit, in writing, a draft of the lease agreement which they propose to submit in accordance with the following provisions:

(i) Within five days thereafter, Lessor and Lessee shall each select an ☐ attorney or ☐ broker ("Consultant") - check one) of their choice to act as an arbitrator. The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

(ii) The three arbitrators shall within ten days of the appointment of the third arbitrator reach a decision as to what terms to retain in the first lease agreement, and whether said lease agreement submitted by Lessor or Lessee is the closest thereof. The decision of a majority of the arbitrators shall be binding on the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified five days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose draft lease agreement is determined to be the one that is NOT the closest to the first lease agreement decided on by the arbitrators.

7. Offer to Sublease.

☐ If this box is checked, this is an offer to sublease, and:

(a) All references herein to Lessor, Lessor, and Lessee shall be construed to mean Sublease, Sublessor, and Sublessee, respectively.

(b) The sublease shall be subject to and subordinate to the Master Lease and, except for those matters which are directly contradicted by this offer, the terms and conditions of the parties shall be the terms and conditions of the Master Lease.

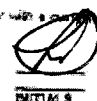
8. Contingencies. The completion of this transaction is contingent upon the satisfaction or waiver of the following contingencies. IF A PARTY FAILS TO NOTIFY THE OTHER, IN WRITING, OF THE DISAPPROVAL OF ANY OF THE FOLLOWING CONTINGENCIES WITHIN THE TIME SPECIFIED, IT SHALL BE CONCLUSIVELY PRESUMED THAT SUCH PARTY HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT, WITH respect to sub-paragraphs (a) through (f) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(a) Disclosures. Lessor shall provide Lessee with a completed Property Information Sheet ("Property Information Sheet") concerning the Premises, duly executed by or on behalf of Lessor in the current form or equivalent to that published by the A/R within 3 or _____ days following acceptance of this offer. Lessee has 3 days from the receipt of the Property Information Sheet to approve or disapprove the matters disclosed.


INITIALS

Lessee Execution, within 3 or _____ days following acceptance of this offer, Lessee shall provide Lessor with a _____

PAGE 2 OF 4


INITIALS

financial statement, and a credit application and/or tenant information sheet acceptable to Lessor. Lessee shall also make available the premises when it currently occupies for Lessor's inspection. Lessor has 3 days from the receipt of such financial documents to satisfy itself with regard to Lessor's financial condition and to inspect Lessor's current premises.

(f) COMMERCIAL APPROVALS. Lessee has 6 or _____ days from the acceptance of this offer to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Premises and which Lessee deems necessary or desirable in connection with its intended use of the Premises, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, Americans with Disabilities Act requirements, transportation and environmental matters.

(g) MASTER LEASE. If this is an offer to sublease, Sublessor shall provide Sublessee with a complete and accurate copy of the Master Lease within 3 or _____ days following acceptance of this offer. Sublessee has 3 days from the receipt thereof to approve or disapprove such Master Lease.

(h) APPROVAL BY MASTER LESSOR. If this is an offer to sublease, and this transaction requires the approval of the Master Lessor, Sublessor shall provide to the Master Lessor all information reasonably required by Master Lessor within 3 or _____ days following acceptance of this offer. Sublessor shall use its best reasonable efforts to obtain Master Lessor's approval. If within _____ Sublessee days following acceptance of this offer, the Master Lessor has not approved this transaction, this transaction shall, at the option of Sublessee, be terminated and all amounts deposited by Sublessee shall be returned to Sublessee.

9. Brokers.

9.1 Representations. Lessor and Lessee acknowledge that Broker has made no representations or warranties regarding the physical condition of the Premises, or its suitability for Lessee's intended use, and that neither Party has made any representations or warranties to the other (except as expressly set forth in this offer) and that Lessor and Lessee are relying upon their own independent investigations in making or accepting this offer.

9.2 Rights. If this transaction is not consummated due to the default of either the Lessor or Lessee, the defaulting party shall be liable to and shall pay to Broker the Brokerage Fee that Broker would have received had the transaction been consummated.

9.3 Fees. In consideration of the real estate brokerage services rendered by Broker, upon the execution of the lease agreement contemplated hereby, or if Lessee leases, purchases, or acquires any other rights to the Premises or other premises owned by Lessor within six months of the date of this Agreement.

(i) Lessee agrees to pay Broker a fee in accordance with Broker's current Schedule of Commissions. If Lessee has appointed or exclusive agent other than the Broker named herein, the Brokerage commission shall be as mutually agreed between the brokers.

(ii) Lessee agrees, at all times and in all ways, to protect Broker's right and/or opportunity to collect the Brokerage Fee from Lessor.

(iii) While it is understood that the obligation to pay the Brokerage Fee is intended to be primarily that of the Lessor, Lessee agrees to pay to Broker the Brokerage Fee in the event that Broker is unable to collect such Fee from Lessor.

10. Attorney's Fees. Should litigation arise between Lessor, Lessee and Broker, or any of them, concerning this transaction, the prevailing party shall be entitled to reasonable attorney's fees.

11. Expiration. Unless accepted in writing by Lessor on or before _____, this offer shall expire and be of no further force or effect, and Lessee's deposit shall be returned to Lessee.

12. Time. Time is of the essence with respect to this offer.

13. Authority. If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Agreement on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement and the lease agreement contemplated herein on its behalf. Each party shall, upon request, deliver to the other party satisfactory evidence of such authority.

14. Addendum. Any Addendum attached hereto is hereby incorporated in this offer by this reference.

Addendum attached: Yes: ☒ Paragraphs _____ through _____
No: ☐

THIS OFFER IS INTENDED TO CONSTITUTE A BINDING AND ENFORCEABLE CONTRACT. PLEASE READ IT CAREFULLY.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY REAL ESTATE BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS OFFER OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE ADVISED TO SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS TRANSACTION.


INITIALS

PAGE 3 OF 4


INITIALS



1
AMENDMENT TO LEASE
STANDARD LEASE ADDENDUM

THIS AMENDMENT TO LEASE is made and entered into as of the November 5th 2013, by and between
and Merge Property Investments Inc (Lessor)
Jack Ardunian (Lessee)

WHEREAS, on or about November 5th 2013 a lease was entered into by and between Lessor and Lessee relating
to certain real property commonly known as 910 N San Fernando Rd
(the "Premises"); and

WHEREAS, Lessor and Lessee ☒ have ☐ have not previously amended said Lease; and

WHEREAS, the Lessor and Lessee now desire to amend said Lease;

NOW, THEREFORE, for payment of TEN DOLLARS and other good and valuable consideration to Lessor, the receipt and sufficiency
of which is hereby acknowledged, the parties mutually agree to make the following additions and modifications to the Lease:

☐ TERM: The Expiration Date is hereby ☐ advanced ☐ extended to

☐ ADDED USE: The Allowed Use is hereby modified to Form UFAI-1-8/06E
dated November 4th 2013

☒ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: Lessee has two five
year renewal option at which point the rent shall be
negotiated but capped with a maximum rent of \$9500
for first renewal (years 6-10). Base rent for second
renewal (years 11-15) shall be negotiated.

☒ OTHER: Seller's expenses shall not exceed \$25,000⁰⁰ (not
including escrow, agent commissions, or any real estate related fees)
if buyer exercises the option to purchase. Seller will not
sell the property within the first three years of the lease agreement.
Buyer with this the option to purchase is agreed on Form OP-5-B/06E

This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared the
Agreement and any uncertainty and ambiguity shall not be interpreted against any one party.

All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically
amended herein.

EXECUTED as of the day and year first above written.

By Lessor:

By Lessee:

By Jack Ardunian
Name Printed Jack Ardunian
Title Owner

By [Signature]
Name Printed Russell M. [Signature]
Title Russell M. [Signature]

By _____
Name Printed _____
Title _____

By _____
Name Printed _____
Title _____

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you
are utilizing the most current form. AIR Commercial Real Estate Association, 801 W 8th Street, Suite 800, Los Angeles, CA 90017.
Telephone No. (213) 687-4377. Fax No. (213) 687-6618.

JA
INITIALS

PAGE 1 OF 1

[Signature]
INITIALS



2

AMENDMENT TO LEASE STANDARD LEASE ADDENDUM

THIS AMENDMENT TO LEASE is made and entered into as of the January 15 2014, by and between
Monge Property Investments Inc ("Lessor")
and Jack Arutunian ("Lessee").

WHEREAS, on or about November 5th 2013 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as: 910 N. San Fernando Rd.
(the "Premises"), and

WHEREAS, Lessor and Lessee ☒ have ☐ have not previously amended said Lease, and

WHEREAS, the Lessor and Lessee now desire to amend said Lease,

NOW, THEREFORE, for payment of TEN DOLLARS and other good and valuable consideration to Lessor, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to make the following additions and modifications to the Lease:

☐ TERM: The Expiration Date is hereby ☐ advanced ☐ extended to _____.

☐ AGREED USE: The Agreed Use is hereby modified to: _____.

☐ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: _____.

☒ OTHER: Effective move in date will be February 1st 2014
Late rent charge - \$ 50 per day after the
3rd of each month.

This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one party.

All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically amended herein.

EXECUTED as of the day and year first above written.

By Lessor:

By Lessee:

By:

By:

Name Printed:

Name Printed:

Title:

Title:

By:

By:

Name Printed:

Name Printed:

Title:

Title:

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90017. Telephone No.: (213) 687-8777. Fax No.: (213) 687-8616.



INITIALS

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INITIALS



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AMENDMENT TO LEASE
STANDARD LEASE ADDENDUM

THIS AMENDMENT TO LEASE is made and entered into as of the March 25 2014, by and between
Merge Property Investments Inc. ("Lessor")
and Jack Arutunian ("Lessee").

WHEREAS, on or about November 5th 2013 a Lease was entered into by and between Lessor and Lessee relating
to certain real property commonly known as: 910 N. San Fernando Rd.
(the "Premises"), and

WHEREAS, Lessor and Lessee ☒ have ☐ have not previously amended said Lease, and

WHEREAS, the Lessor and Lessee now desire to amend said Lease,

NOW, THEREFORE, for payment of TEN DOLLARS and other good and valuable consideration to Lessor, the receipt and sufficiency
of which is hereby acknowledged, the parties mutually agree to make the following additions and modifications to the Lease:

☐ TERM: The Expiration Date is hereby ☐ advanced ☐ extended to _____.

☐ AGREED USE: The Agreed Use is hereby modified to: _____.

☐ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: _____.

☒ OTHER: Effective move in date will be
March 1st 2014.

Lessee's security deposit of \$6000 will
be used towards the sales price if
buyer exercises the purchase option

This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this
Agreement and any uncertainty and ambiguity shall not be interpreted against any one party.

All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically
amended herein.

EXECUTED as of the day and year first above written.

By Lessor: [Signature]

By Lessee: [Signature]

By: Ramon Marge
Name Printed: Merge Properties
Title: Investment Inc

By: Jack Arutunian
Name Printed: Jack Arutunian
Title: _____

By: _____
Name Printed: _____
Title: _____

By: _____
Name Printed: _____
Title: _____

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you
are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90017.
Telephone No.: (213) 687-8777. Fax No.: (213) 687-8616.

[Signature]

INITIALS

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[Signature]

INITIALS



AIR COMMERCIAL REAL ESTATE ASSOCIATION
OPTION TO PURCHASE
Standard Lease Addendum

Dated 11/1/13

By and Between (Lessor) Monge Property Investments Inc

(Lessee) Garyane Dautian
Jack Abramson and/or assignee

Address of Premises: 910 N San Fernando Rd
Los Angeles CA 90005

Paragraph

(1) Lessor hereby grants to Lessee an option to purchase the Premises upon the terms and conditions herein set forth.

(2) In order to exercise this option to purchase, Lessee must give written notice of the exercise of the option to Lessor during the period from 11/1/2013 to 12/31/2013 (the "Option Period"), and being of the essence. If such notice is not so given, this option shall automatically expire. At the expiry time the option is exercised, Lessee must deliver to Lessor a cashier's check in the amount of payable to and for the deposit referred to in paragraph 4.1 of the Standard Offer Agreement and Escrow Instructions for the Purchase of Real Estate.

(3) The provisions of paragraph 38, including items relating to Lessee's Default set forth in paragraph 38.4 of the Lease are conditions of this Option.

(4) If Lessee elects to exercise this option to purchase as provided above, the transfer of title to Lessee shall occur on the date of escrow and until that time the terms of the Lease shall remain in full force and effect.

(5) If Lessee elects to exercise this option to purchase, the purchase price to be paid by Lessee shall be \$ 1,000,000 (one million dollars).

(6) Within 10 days after this option to purchase is exercised, Lessor and Lessee shall give instructions to consummate the sale to located at who shall act as escrow holder, on the normal and usual escrow forms then used by such escrow holder, as follows:

(a) Escrow shall close 45 or days after the exercise of the option to purchase by Lessee.

(b) Lessee shall deposit the check referred to in paragraph (5) into escrow upon opening thereof, with the balance of the purchase price to be deposited into escrow no later than 2:00 p.m. on the last business day prior to the expected closing date.

(c) The parties agree to execute any additional instructions as are normal and usual.

(d) The balance of the terms and conditions of sale shall be as set forth in the AIR Commercial Real Estate Association

STANDARD OFFER AGREEMENT AND ESCROW INSTRUCTIONS FOR THE PURCHASE OF REAL ESTATE, a copy of which is attached hereto, except for the following:

and paragraphs 4.2, 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, which shall apply.

(7) Either Lessor or Lessee shall, upon request of the other, execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees applicable thereto.

(8) In the event that this option to purchase is not exercised by Lessee in a timely fashion, the Lessor shall, upon request of Lessor, execute, acknowledge and deliver to Lessor a quit claim deed releasing Lessee's interest in such option. Lessor shall be responsible for the preparation of such deed and the payment of any fees applicable to the recording thereof.

WARNING:

LESSEE SHOULD NOT EXERCISE THIS OPTION UNTIL LESSEE HAS COMPLETED SUCH INVESTIGATION AS MAY BE APPROPRIATE, OBTAINED ANY NECESSARY FINANCING, AND IS OTHERWISE IN A POSITION TO COMPLETE SUCH PURCHASE.

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 809 W 8th Street, Suite 800, Los Angeles, CA 90017. Telephone No. (213) 887-8777. Fax No. (213) 887-8216.

INITIALS

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INITIALS

EXHIBIT "3"

In re Monge Property Investments, Inc., United States Bankruptcy Court, Central District of California, Los Angeles Division, Case No. 2:12-bk-29275-TD; Debtor-In-Possession's Second Motion for an Order: 1) Authorizing Sale of the Property Located at 910 North San Fernando Road, Los Angeles, CA; 2) Ordering that the Sale Be Free and Clear of Any Claims and Interests of the Parties Named in this Motion; 3) Authorizing Payment to Real Estate Broker; and 4) Approving Sale Without Overbidding



#4

**STANDARD OFFER AND AGREEMENT
TO LEASE REAL ESTATE
(Non-Residential)
AIR Commercial Real Estate Association
-THIS IS A BINDING AGREEMENT-**

California Los Angeles (City) (Date) 11/4/13

1. Lessee. Jack Arutunian ("Lessee") hereby offers to lease the real property (the "Premises") hereinafter described upon the terms and conditions set forth in this agreement (the "Agreement").

2. Premises. The Premises which are the subject of this Agreement are located in the County of Los Angeles State of CA, commonly known as 910 N. San Fernando Rd. and described as _____

3. Broker.

3.1. This Agreement is being submitted to Lessor through CB GR ("Broker") who is the procuring cause of this Agreement. Lessee agrees to use the services of Broker exclusively in connection with any and all negotiations and offers with respect to the Premises for a period of one year from the above date.

3.2. The parties acknowledge that the following real estate brokerage relationship exists:

☒ (Check if applicable) Broker represents both Lessor and Lessee; or

☐ (Check if applicable) Broker represents Lessee exclusively and shall not be considered the subagent and/or representative of Lessor's broker.

4. Deposit.

4.1. Lessee hereby delivers to Broker a check in the amount of \$ 6,000.00 ("Deposit"). Broker is instructed to hold check uncashed until acceptance hereof.

4.2. Upon execution of the lease agreement contemplated hereby:

(a) If the Deposit check is made payable to the Broker, Broker is authorized by Lessor and Lessee to apply the Deposit to any Commission owed to Broker pursuant to the terms of this Agreement and/or the lease agreement and to deliver the balance of the Deposit, if any, to Lessor.

(b) If the Deposit check is made payable to the Lessor, Broker is authorized by Lessee to deliver the Deposit to Lessor.

5. Agreed Lease Terms.

5.1. Term of Lease. The term of the lease shall be 60 months and shall begin on January 1 2014 and shall end on December 31 2019

5.2. Rent.

(a) The monthly Base Rent shall initially be \$ 6000.00 and shall be adjusted as follows:
\$ 6000.00 Base Rent for year 1-3
\$ 6,600.00 Base Rent for year 4-5
Base Rent shall be payable, in advance, on the First day of each month.

(b) On execution of lease, Lessee shall pay to Lessor \$ 6000.00 representing Base Rent for _____

5.3 **Security Deposit.** The Security Deposit shall be in the amount of \$ 6000.
Total monies due upon execution of Lease (security deposit plus advance rent): \$ 12000 - first and last month rent

5.4 **Agreed Use.** The Premises shall be used only for Auto Dismantling/Wrecking
yard as permitted by the city

5.5 **Possession.** If Lessee is not already in possession, Lessor shall deliver the Premises on _____

5.6 **Proportion and Share of Expenses.** If the Premises are part of a larger building or a complex of buildings, Lessee shall pay its proportionate share of the operating expenses, if any, of the property of which the Premises are a part, including, but not limited to, real property taxes, insurance, maintenance, and security costs.

6. **Additional Lease Terms.** In addition to the Agreed Terms described in paragraph 5, the Lease which is to be ultimately executed by the parties shall contain the provisions of the most recent edition of the ☐ Industrial/Commercial Single Tenant - Net, ☐ Industrial/Commercial Single Tenant - Gross, ☐ Industrial/Commercial Multi-Tenant - Net, ☐ Industrial/Commercial Multi-Tenant - Gross, ☐ Multi - Tenant Office - Net, ☐ Multi - Tenant Office - Gross, ☐ Retail Multi-Tenant - Net, ☒ Other (specify) See Addendum 1

Standard Lease Form published by the AIR Commercial Real Estate Association subject to such commercially reasonable modifications as may be mutually agreed upon by the parties in writing. The Parties agree to act reasonably and expeditiously with regard to the negotiation and drafting of the lease agreement. If agreement cannot be reached within fifteen days from the date of the execution of this Agreement, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable attorney or broker to establish the terms of the lease agreement within the next ten days. Any associated costs will be split equally between the Parties.

OR

(b) Both Lessor and Lessee shall each immediately submit, in writing, a draft of the lease agreement which they propose to arbitrate in accordance with the following provisions:

(i) Within five days thereafter, Lessor and Lessee shall each select an ☐ attorney or ☐ broker ("Consultant" - check one) of their choice to act as an arbitrator. The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

(ii) The three arbitrators shall within ten days of the appointment of the third arbitrator reach a decision as to what terms to insert in the final lease agreement, and whether draft lease agreement submitted by Lessor or Lessee is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified five days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose draft lease agreement is determined to be the one that is NOT the closest to the final lease agreement decided on by the arbitrators.

7. **Offer to Sublease.**

☐ If this box is checked, this is an offer to sublease, and:

(a) All references herein to Lease, Lessor, and Lessee shall be construed to mean Sublease, Sublessor, and Sublessee, respectively.

(b) The sublease shall be subject to and subordinate to the Master Lease and, except for those matters which are directly contradicted by this offer, the terms and conditions of the parties shall be the terms and conditions of the Master Lease.

8. **Contingencies.** The completion of this transaction is contingent upon the satisfaction or waiver of the following contingencies. IF A PARTY FAILS TO NOTIFY THE OTHER, IN WRITING, OF THE DISAPPROVAL OF ANY OF THE FOLLOWING CONTINGENCIES WITHIN THE TIME SPECIFIED, IT SHALL BE CONCLUSIVELY PRESUMED THAT SUCH PARTY HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT. With regard to sub-paragraphs (A) through (E) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(a) **Disclosure.** Lessor shall provide Lessee with a completed Property Information Sheet ("Property Information Sheet") concerning the Premises, duly executed by or on behalf of Lessor in the current form or equivalent to that published by the AIR within 3 or _____ days following acceptance of this offer. Lessee has 3 days from the receipt of the Property Information Sheet to approve or disapprove the matters disclosed.

(b) **Lessee Evaluation.** Within 3 or _____ days following acceptance of this offer, Lessee shall provide Lessor with a current

financial statement, and a credit application and/or tenant information sheet acceptable to Lessor. Lessee shall also make available the premises which it currently occupies for Lessor's inspection. Lessor has 3 days from the receipt of such financial documents to satisfy itself with regard to Lessee's financial condition and to inspect Lessee's current premises.

(c) Governmental Approvals. Lessee has 5 or _____ days from the acceptance of this offer to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Premises and which Lessee deems necessary or desirable in connection with its intended use of the Premises, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, Americans with Disabilities Act requirements, transportation and environmental matters.

(d) Master Lease. If this is an offer to sublease, Sublessor shall provide Sublessee with a complete and accurate copy of the Master Lease within 3 or _____ days following acceptance of this offer. Sublessee has 3 days from the receipt thereof to approve or disapprove such Master Lease.

(e) Approval by Master Lessor. If this is an offer to sublease, and this transaction requires the approval of the Master Lessor, Sublessee shall provide to the Master Lessor all information reasonably required by Master Lessor within 3 or _____ days following acceptance of this offer. Sublessor shall use its best reasonable efforts to obtain Master Lessor's approval. If within _____ business days following acceptance of this offer, the Master Lessor has not approved this transaction, this transaction shall, at the option of Sublessee, be terminated and all amounts deposited by Sublessee shall be returned to Sublessee.

9. **Brokers.**

9.1 **Representations.** Lessor and Lessee acknowledge that Broker has made no representations or warranties regarding the physical condition of the Premises, or its suitability for Lessee's intended use, and that neither Party has made any representations or warranties to the other (except as expressly set forth in this offer) and that Lessor and Lessee are relying upon their own independent investigations in making or accepting this offer.

9.2 **Rights.** If this transaction is not consummated due to the default of either the Lessor or Lessee, the defaulting party shall be liable to and shall pay to Broker the Brokerage Fee that Broker would have received had the transaction been consummated.

9.3 **Fees.** In consideration of the real estate brokerage services rendered by Broker, upon the execution of the lease agreement contemplated hereby, or if Lessee leases, purchases, or acquires any other rights to the Premises or other premises owned by Lessor within six months of the date of this Agreement:

(a) Lessor agrees to pay Broker a fee in accordance with Broker's current Schedule of Commissions. If Lessor has appointed an exclusive agent other than the Broker named herein, the brokerage commission shall be as mutually agreed between the brokers.

(b) Lessee agrees, at all times and in all ways, to protect Broker's right and/or opportunity to collect the Brokerage Fee from Lessor.

(c) While it is understood that the obligation to pay the Brokerage Fee is intended to be primarily that of the Lessor, Lessee agrees to pay to Broker the Brokerage Fee in the event that Broker is unable to collect such Fee from Lessor.

10. **Attorneys' Fees.** Should litigation arise between Lessor, Lessee and Broker, or any of them, concerning this transaction, the prevailing party shall be entitled to reasonable attorneys' fees.

11. **Expiration.** Unless accepted in writing by Lessor on or before _____, this offer shall expire and be of no further force or effect, and Lessee's deposit shall be returned to Lessee.

12. **Time.** Time is of the essence with respect to this offer.

13. **Authority.** If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Agreement on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement and the lease agreement contemplated herein on its behalf. Each party shall, upon request, deliver to the other party satisfactory evidence of such authority.

14. **Addendum.** Any Addendum attached hereto is hereby incorporated in this offer by this reference.

Addendum attached: Yes: ☒ (Paragraphs _____ through _____)
No: ☐

THIS OFFER IS INTENDED TO CONSTITUTE A BINDING AND ENFORCEABLE CONTRACT. PLEASE READ IT CAREFULLY.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY REAL ESTATE BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS OFFER OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE ADVISED TO SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS TRANSACTION.

BROKER:

LESSEE:

Attn: _____
Title: _____

Address: _____

Telephone: (____) _____
Facsimile: (____) _____
Email: _____
Federal ID No.: _____

By: _____
Date: _____
Name Printed: _____
Title: _____

By: _____
Date: _____
Name Printed: _____
Title: _____

Address: _____

Telephone: (____) _____
Facsimile: (____) _____
Federal ID No.: _____

15. **Lessor's Acceptance.** Lessor accepts the foregoing offer to Lease the Premises, hereby agrees to lease the Premises to Lessee on the terms and conditions herein specified, and authorizes Broker to communicate to Lessee Lessor's acceptance hereof and to deliver an executed copy of this Agreement to Lessee.

BROKER:

LESSOR:

Attn: _____
Title: _____

Address: _____

Telephone: (____) _____
Facsimile: (____) _____
Email: _____
Federal ID No.: _____

By: _____
Date: _____
Name Printed: _____
Title: _____

By: _____
Date: _____
Name Printed: _____
Title: _____

Address: _____

Telephone: (____) _____
Facsimile: (____) _____
Federal ID No.: _____

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1 **AMENDMENT TO LEASE**
STANDARD LEASE ADDENDUM

THIS AMENDMENT TO LEASE is made and entered into as of the November 5th 2013, by and between
Monge Property Investments Inc ("Lessor")
and Jack Arutunian ("Lessee").

WHEREAS, on or about November 5th 2013 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as: 910 N San Fernando Rd.
(the "Premises"), and

WHEREAS, Lessor and Lessee ☐ have ☒ have not previously amended said Lease, and

WHEREAS, the Lessor and Lessee now desire to amend said Lease,

NOW, THEREFORE, for payment of TEN DOLLARS and other good and valuable consideration to Lessor, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to make the following additions and modifications to the Lease:

☐ TERM: The Expiration Date is hereby ☐ advanced ☐ extended to _____.

☐ AGREED USE: The Agreed Use is hereby modified to: Form OFAL-1-8/06E
dated November 4th 2013

☒ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: lessee have two-five
year renewal option at which point the rent shall be
negotiated but capped with a maximum rent of \$7500
for first renewal (year 6-10). Base rent for second
renewal (years 11-15) shall be negotiated.

☒ OTHER: Seller's expenses shall not exceed \$25,000⁰⁰ (not
including escrow, agent commission, or any real estate related fees)
if buyer exercises the option to purchase. Seller will not
sell the property within the first three years of the lease agreement.
Buyer will have the option to purchase as agreed on Form OP-5-8/06E

This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one party.

All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically amended herein.

EXECUTED as of the day and year first above written.

By Lessor:

By Lessee:

By: _____
Name Printed: _____
Title: _____

By: _____
Name Printed: _____
Title: _____

By: _____
Name Printed: _____
Title: _____

By: _____
Name Printed: _____
Title: _____

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AIR COMMERCIAL REAL ESTATE ASSOCIATION
OPTION TO PURCHASE
Standard Lease Addendum

Dated 11/1/13

By and Between (Lessor) Monge Property Investments Inc

(Lessee) Gayane Dautian
Jack Arutunian and/or assignee

Address of Premises: 910 N San Fernando Rd
Los Angeles CA 90065

Paragraph _____

(a) Lessor hereby grants to Lessee an option to purchase the Premises upon the terms and conditions herein set forth.

(b) In order to exercise this option to purchase, Lessee must give written notice of the exercise of the option to Lessor during the period from 1/1/2015 to 12/31/2016 (the "Option Period"), time being of the essence. If such notice is not so given, this option shall automatically expire. At the same time the option is exercised, Lessee must deliver to Lessor a cashier's check in the amount of _____ payable to _____ as and for the Deposit referred to in paragraph 4.1 of the Standard Offer, Agreement and Escrow Instructions for the Purchase of Real Estate.

(c) The provisions of paragraph 39, including those relating to Lessee's Default set forth in paragraph 39.4 of this Lease are conditions of this Option.

(d) If Lessee elects to exercise this option to purchase as provided above, the transfer of title to Lessee shall occur on the close of escrow and until that time the terms of this Lease shall remain in full force and effect.

(e) If Lessee elects to exercise this option to purchase, the purchase price to be paid by Lessee shall be \$ 1,000,000 (one million dollar)

(f) Within 10 days after this option to purchase is exercised, Lessor and Lessee shall give instructions to consummate the sale to _____, located at _____, who shall act as escrow holder, on the normal and usual escrow forms

then used by such escrow holder, as follows:

- (i) Escrow shall close 40 or _____ days after the exercise of the option to purchase by Lessee;
- (ii) Lessor shall deposit the check referred to in paragraph (b) into escrow upon opening thereof, with the balance of the purchase price to be deposited into escrow no later than 2:00 P.M. on the last business day prior to the expected closing date;
- (iii) The parties agree to execute any additional instructions as are normal and usual;
- (iv) The balance of the terms and conditions of sale shall be as set forth in the AIR Commercial Real Estate Association

"STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR THE PURCHASE OF REAL ESTATE", a copy of which is attached hereto, except for the following: _____

and paragraphs 4.2; 5; 6; 9.1 a,b,c,d,e,h,i,j, and k; and 20, which do not apply.

(g) Either Lessor or Lessee shall, upon request of the other, execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees applicable thereto.

(h) In the event that this option to purchase is not exercised by Lessee in a timely fashion, the Lessee shall, upon request of Lessor, execute, acknowledge and deliver to Lessor a quit claim deed releasing Lessee's interest in such option. Lessor shall be responsible for the preparation of such deed and the payment of any fees applicable to the recording thereof.

WARNING:

LESSEE SHOULD NOT EXERCISE THIS OPTION UNTIL LESSEE HAS COMPLETED SUCH INVESTIGATION AS MAY BE APPROPRIATE, OBTAINED ANY NECESSARY FINANCING, AND IS OTHERWISE IN A POSITION TO COMPLETE SUCH PURCHASE.

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INITIALS

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EXHIBIT " 4 "

In re Monge Property Investments, Inc., United States Bankruptcy Court, Central District of California, Los Angeles Division, Case No. 2:12-bk-29275-TD; Debtor-In-Possession's Second Motion for an Order: 1) Authorizing Sale of the Property Located at 910 North San Fernando Road, Los Angeles, CA; 2) Ordering that the Sale Be Free and Clear of Any Claims and Interests of the Parties Named in this Motion; 3) Authorizing Payment to Real Estate Broker; and 4) Approving Sale Without Overbidding

AMENDMENT TO LEASE

This amendment to lease ("Amendment") is entered into by and between Monge Property Investments, Inc. ("Landlord"), the debtor-in-possession in the chapter 11 case pending before the United States Bankruptcy Court (the "Bankruptcy Court") for the Central District of California entitled In re Monge Property Investments, Inc., Case No. 2-12-bk-29275-TD (the "Bankruptcy Case") and Jack Arutunian ("Tenant"). Landlord and Tenant are from time to time referred to in this Amendment as the "Parties".

RECITALS

A. On or about November 4, 2013 Landlord entered into a lease with Tenant (the "Lease") regarding the property located at 910 North San Fernando Road, Los Angeles, California (the "Property"). A true copy of the Lease, as signed, is attached hereto as Exhibit "1". A true copy of a "clean" version of the Lease, more legible and without signatures, is attached as Exhibit "2". The Parties acknowledge that Exhibits "1" and "2" are the same lease, except for the signatures on Exhibit "1".

B. The Lease is for an initial term of five years with two options to renew for five years, pursuant to the terms of the Lease.

C. The Lease also includes an option through which Tenant can exercise the option to purchase the Property for a purchase price of \$1,000,000 (the "Option"). Pursuant to the Option as incorporated into the Lease, the Tenant may exercise the Option during the period from January 1, 2015 through and including December 31, 2016 (the "Exercise Period").

D. The Lease has not been approved by the Bankruptcy Court to date.

E. The parties hereto have agreed that, subject to the approval of the Bankruptcy Court in the Bankruptcy Case of both the Lease, retroactive to November 4, 2013, and this Amendment, pursuant to a motion for such approval to be filed by Landlord, that the Lease will be amended as set out hereinbelow.

Section 1.0 Amendments to the Lease

Section 1.1 The Option is may not be exercised by Tenant so long as Landlord is a debtor or debtor-in-possession in any case under Title 11 of the United States Code.

Section 1.2 The Exercise Period is tolled during the period that Landlord is a debtor or debtor-in-possession in any case under Title 11 of the United States Code.

Section 1.3 The Exercise Period shall commence on the 15th day after the day after the Landlord ceases to be a debtor or debtor-in-possession in any case under Title 11 of the United States Code, and shall conclude 2 years later.

Section 1.4 Except as to those matters specifically dealt with in this Amendment, the Lease and the terms of the Lease, including the Option, shall remain unchanged and in full force and effect.

Section 2 Bankruptcy Court Approval

Section 2.1 This Amendment and the all the provisions thereof is subject to and contingent upon the entry of an order of the Bankruptcy Court:

a) approving the Lease, including all addenda thereto, including the Option, retroactive to November 4, 2013.

b) approving the Amendments agreed to by the Parties in this Amendment.

Section 2.2 Upon the execution of this Amendment, Landlord shall file a motion in the Bankruptcy Court in the Bankruptcy Case seeking the approvals set out in Section 2.1 above.

Section 3 General Provisions

Section 3.1 Non-assignment Each Party represents to the other Parties that it has not assigned, transferred, pledged, or hypothecated, or purported to assign, transfer, pledge, or hypothecate, to any Person, the Lease, or any of their rights thereunder, the Option, or any of their respective thereunder, or any Claims released under this Amendment.

Section 3.2 Notices

Any communication, notice or demand of any kind that any Party may be required or may desire to give or to serve upon another Party or Parties will be in writing, addressed to the Party(ies) at the address set forth below, and be delivered by personal service, Federal Express or other qualified overnight delivery service, or registered or certified mail, postage prepaid, return receipt requested:

Landlord: Monge Property Investments, Inc.
Attn: Ruben Monge, Jr.

with a copy to: Valensi Rose PLC
1888 Century Park East, Suite 1100
Los Angeles, California 90067
Attention: David Reeder, Esq.
Telephone: (310) 277-8011

Tenant: Jack Arutunian
910 North San Fernando Road
Los Angeles, California 90065

with a copy to: Varand Gourjian, Esq.
101 North Brand Boulevard, Suite 1220
Glendale, California 91203
Telephone: (818) 956-0100

Any such notice will be considered to have been delivered as follows: (a) if personally delivered, the date of delivery to the address of the person designated to receive such notice; (b) if sent by Federal Express or other overnight delivery service, the date of delivery to the address of the person designated to receive such notice; (c) if sent by facsimile transmission, the date transmitted to the person designated to receive such notice if sent on or before 5:00 p.m. (Pacific time), and the next business day if sent after 5:00 p.m. (Pacific time); or (d) if mailed, three (3) calendar days after depositing same in the mail. Any notice sent by facsimile transmission must be confirmed by personally delivered or mailing a copy of the notice sent by facsimile transmission. Any Party may change its address for notice by written notice given to the other parties at least five (5) calendar days before the effective date of any such change in the manner provided in this Section.

Section 3.3 **Consultation with Independent Counsel**

The Parties acknowledge and agree that each of them has been given an opportunity to consult with, and has been represented by and consulted with, an attorney of his, her, or its own choice in connection with the negotiation, drafting, and execution of this Amendment.

Section 3.4 **Neutral Drafting**

In any action to construe the terms of this Amendment, this Amendment will be considered the product of negotiation by and among the Parties. No clause or provision in this Amendment will be interpreted more strongly in favor of or against one Party or the others based upon the source of the draftsmanship. Accordingly, the Parties waive the benefit of *California Civil Code* Section 1654, and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the drafter of the contract.

Section 3.5 **Representations and Warranties**

Each Party signing this Amendment represents and warrants that the Party has full authority and the right to enter into this Amendment, has read the Amendment carefully, and understands the contents and legal effect of each provision of the Amendment.

Section 3.6 **Entire Agreement**

The Parties set forth in this Amendment the sum and substance of all such discussions and representations leading up to Amendment and as to its meaning and effect. This Amendment constitutes the entire Amendment of the Parties and

no other representations, agreements or promises, either written or oral, either as an inducement to enter into this Amendment or as to its meaning or effect, have been made which are not contained here. No representation or assertion of fact has been made by any Party to the other as an inducement to entering into this Amendment which is not specifically and in detail set forth here and the Parties specifically and knowingly waive any and all claims, existing and potential, based on any such representations. If evidence is propounded of representations made by any Party here as an inducement to the other to enter into this Amendment, the Parties warrant and agree that such representations were irrelevant and immaterial and did not constitute an inducement to any Party to enter into this Amendment. In entering into this Amendment, the Parties did not rely on any belief of any fact represented by the other Party and had the opportunity to fully explore any and all facts which may or could bear on the circumstances giving rise to this Amendment and have been on notice of all such facts. This Amendment supersedes and replaces all prior negotiations, representations, proposals, agreements and/or communications occurring prior to the execution of this Amendment. Each Party acknowledges that he, she or it has not executed this Amendment in reliance on any collateral promise, representation or warranty, or in reliance on disclosure of facts or circumstances or in reliance in any belief as to any fact not expressly set forth here.

Section 3.7 **Successors and Assigns**

The Parties acknowledge and agree that the agreements, undertakings, warranties, acts, representations and other things done or to be done by them under this Amendment will run to and be binding upon each Party's members, directors, partners, corporations, heirs, executors, successors-in-interests, trustees, assigns, agents, attorneys, employees, independent contractors, and representatives.

Section 3.8 **Time**

Time is of the essence of this Amendment, and each and every condition and provision set forth here.

Section 3.9 **Waiver**

No consent or waiver, express or implied, by any Party, or of any breach or default by, any party in the performance of any obligations under this Amendment will be construed to be a consent or waiver to or of any other breach or default in the performance by the other Party of the same or any other obligations of such Party. The failure by a Party to complain of any act or failure to act by another Party or to declare another Party in default irrespective of how long such failure continues will not constitute a waiver by such Party of its rights under this Amendment.

Section 3.10 **Severability**

If a court of competent jurisdiction holds any provision of this Amendment to be void or unenforceable, the remaining provisions will nevertheless continue in

full force without being impaired or invalidated in any way.

Section 3.11 **Headings**

This Amendment will be construed in accordance with its fair meaning and with the headings being for the convenience of the Parties only and they are not intended to describe or define the provision in the portions of the Amendment to which they pertain.

Section 3.12 **Attorneys' Fees**

The parties will bear their own attorney's fees and costs regarding the negotiation and documentation of this Amendment, the costs regarding the Bankruptcy Court approvals set out above, and any fees and costs regarding any litigation regarding the enforcement of or construction of this Amendment. This provision does not disturb or effect the general attorney's fee provision in paragraph 10 of the Lease.

Section 3.13 **Delivery Of Additional Documents**

The Parties agree to execute and deliver any additional documents and instruments, and to perform any additional acts, that may be reasonably necessary or appropriate to effectuate, consummate or perform any of the terms of this Amendment.

Section 3.14 **Counterparts**

This Amendment may be executed in several counterparts and all so executed will constitute one agreement, which shall be binding upon all of the Parties, notwithstanding that all Parties' signatures do not appear on the same page. If an original signature is affixed by a Party to a counterpart of this Amendment, and a facsimile and/or electronic file (such as a "pdf" or "fir file as attached to an e-mail) of such originally executed counterpart signature is subsequently sent by telecopier or e-mail to a Party or Parties' attorneys of record, a facsimile sent by telecopier or an e-mail will be afforded the same validity as the originally executed counterpart and may be relied upon by all Parties for any and all purposes relating to the Amendment.

Section 3.15 **Recitals**

Recital Paragraphs A. through E. are incorporated into this Amendment as if fully set out here.


Section 3.16 Bankruptcy Court Jurisdiction

The Bankruptcy Court, as defined above, shall have jurisdiction over any disputes arising under this Amendment.

Section 3.17 Governing Law

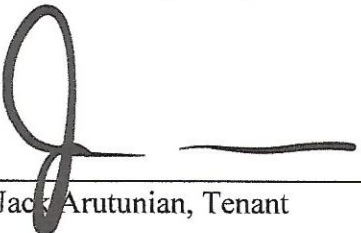
Any claim or action related to the validity, enforceability, or interpretation of this Amendment shall be filed exclusively in California courts and governed by the substantive laws of the State of California. Venue for any action or dispute arising under this Amendment or from the performance thereof shall be in Los Angeles County, California.

MONGE PROPERTY INVESTMENTS, INC.



By Ruben Monge, Jr., Landlord

Dated: 08/08/15



Jack Arutunian, Tenant

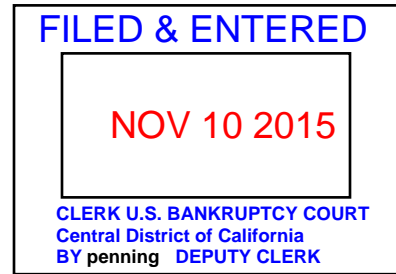
Dated: October 7, 2015

EXHIBIT "5"

In re Monge Property Investments, Inc., United States Bankruptcy Court, Central District of California, Los Angeles Division, Case No. 2:12-bk-29275-TD; Debtor-In-Possession's Second Motion for an Order: 1) Authorizing Sale of the Property Located at 910 North San Fernando Road, Los Angeles, CA; 2) Ordering that the Sale Be Free and Clear of Any Claims and Interests of the Parties Named in this Motion; 3) Authorizing Payment to Real Estate Broker; and 4) Approving Sale Without Overbidding

DAVID M. REEDER, ESQ. (California State Bar No. 133150)
VALENSI ROSE, PLC
1888 CENTURY PARK EAST, STE. 1100
LOS ANGELES, CA 90067
PHONE: (310) 277-8011
FAX: (310) 277-1706
EMAIL: dmr@vrmlaw.com

Attorneys for Monge Property Investments, Inc.,
Debtor-in-Possession



UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re:	)	Case No.: 2:12-bk-29275-TD
MONGE PROPERTY INVESTMENTS, INC.	)	[Chapter 11]
Debtor-in-Possession.	)	ORDER ON DEBTOR-IN-POSSESSION'S
	)	SECOND MOTION FOR AN ORDER
	)	APPROVING LONG TERM REAL
	)	PROPERTY LEASE, AS AMENDED,
	)	RETROACTIVE TO NOVEMBER 4, 2013
)	
	)	Hearing Date
	)	Date: November 4, 2015
	)	Time: 11:00 a.m.
	)	Courtroom: 1345

This Court after considering the Second Motion for an Order Approving a Long Term Real Property Lease, as Amended, Retroactive to November 4, 2013 ([ECF docket no. 435], regarding the industrial property located at 910 North San Fernando Road, Los Angeles, California (the "Lease Approval Motion") filed by debtor-in-possession Monge Property Investments, Inc. ("MPI"), and considering the moving papers, the declarations and exhibits in favor thereof, and seeing that there is no opposition to the Lease Approval Motion, and having made its tentative ruling, and good cause appearing therefore, hereby rules as follows:

1 **IT IS HEREBY ORDERED** that the Lease Approval Motion is granted;

2 **IT IS FURTHER ORDERED** that MPI's lease of the property located at 910 North San
3 Fernando Road, Los Angeles, California, to tenant Jack Arutunian, as described in the Lease
4 Approval Motion (the "Lease"), is approved, retroactive to November 4, 2013;

5 **IT IS FURTHER ORDERED** that the Amendment to the Lease in or about October,
6 2015 which was attached to the Lease Approval Motion as Exhibit 3 is approved;

7 **IT IS FURTHER ORDERED** that the purchase option provision of the Lease, as
8 amended, is approved.

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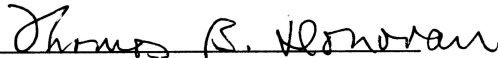
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23 Date: November 10, 2015


Thomas B. Donovan
United States Bankruptcy Judge

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EXHIBIT "6"

In re Monge Property Investments, Inc., United States Bankruptcy Court, Central District of California, Los Angeles Division, Case No. 2:12-bk-29275-TD; Debtor-In-Possession's Second Motion for an Order: 1) Authorizing Sale of the Property Located at 910 North San Fernando Road, Los Angeles, CA; 2) Ordering that the Sale Be Free and Clear of Any Claims and Interests of the Parties Named in this Motion; 3) Authorizing Payment to Real Estate Broker; and 4) Approving Sale Without Overbidding

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

by and between

MONGE PROPERTY INVESTMENTS, INC.
a California corporation, the debtor-in-possession
in the Chapter 11 bankruptcy case pending before
the United States Bankruptcy Court for the Central District of California,
Los Angeles Division, entitled In re Monge Property Investments, Inc.,
Case No. 2:12-bk-29275-TD.

“Seller”

and

GAYANE DAVTIAN, an individual, or her Assignee

“Buyer”

for

**910 N. SAN FERNANDO ROAD
LOS ANGELES, CALIFORNIA 90065**

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Purchase and Sale Agreement

910 N. San Fernando Road
Los Angeles, California

SUMMARY OF BASIC PURCHASE AND SALE TERMS

This Summary is incorporated into and made a part of the attached Purchase and Sale Agreement (this Summary and the Purchase and Sale Agreement to be known collectively as this **"Agreement"**). Each reference in the Purchase and Sale Agreement to any term of this Summary will have the meaning as set forth in this Summary for that term. In the event of a conflict between the terms of this Summary and the Purchase and Sale Agreement, the terms of this Summary will prevail.

Agreement Date August 18, 2016

Seller **MONGE PROPERTY INVESTMENTS, INC., the debtor-in-possession in the Chapter 11 bankruptcy case pending before the United States Bankruptcy Court for the Central District of California, Los Angeles Division, entitled In re Monge Property Investments, Inc., Case No. 2:12-bk-29275-TD.**

Attn: Ruben Monge
Telephone No.:
Facsimile No.

with copies to:

Valensi Rose PLC
1888 Century Park East, Suite 1100
Los Angeles, California 90067
Attn: David M. Reeder, Esq.
Telephone No. (310) 277-8011
Facsimile No. (310) 601-7009

Buyer **GAYANE DAVTIAN, or her assignee**

Glendale, California
Telephone No.:
Facsimile No.:

with copies to:

Gourjian Law Group
101 N. Brand Boulevard, Suite 1220
Glendale, California 91203
Attn: Varand Gourjian, Esq.
Telephone: (818) 956-0100

Purchase Price \$1,000,000.00

Initial Deposit \$25,000.00 (including a credit of \$14,235.00 for costs that Seller agreed to reimburse Buyer in having certain environmental reports prepared on the Property.) Seller will coordinated with Viva Escrow in having the balance of the deposit being held by that escrow company transferred to the Escrow Holder set forth immediately below.

Effective Date The date on which this Agreement is executed by Buyer and Seller whichever occurs latest.

Deadline For Buyer's Acceptance Of Agreement August 26, 2016

Due Diligence Period The period ending fourteen (14) days after the Effective Date above at 5:00 p.m. (Pacific Daylight Time).

Closing Date As set forth in Section 4.2 below

Escrow Holder Escrow Matters, Inc.
20300 Ventura Boulevard, Suite 325
Woodland Hills, California 91364
Attention: Alexandra Ullman

Purchase and Sale Agreement

910 N. San Fernando Road
Los Angeles, California

Telephone No.: (818) 703-1314
Facsimile No.: (818) 703-1374
Email: alexandra@escrowmatters.com

Title Company USA National Title Company
301 N. Lake Avenue, Suite 550
Pasadena, California 91101
Attention: Randy Viall
Telephone No.: (877) 908-5220
Facsimile No.: (626) 773-7606

Seller's Broker Remax 6000 Realty
159 E. Live Oak Avenue, Suite 106
Arcadia, California 91006
Attn: Vu T. Ly
Telephone No.: (323) 997-0786
Facsimile No.

Buyer's Broker Pantheon Realty
101 N. Brand Boulevard, Suite 1220
Glendale, California 91203
Attn: Varand Gourjian
Telephone No. (818) 956-0100
Facsimile No. (818) 956-0123

Exhibits A Legal Description
B Due Diligence Documents

AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

This Agreement of Purchase and Sale and Joint Escrow Instructions (this "**Agreement**") is entered into as of the Effective Date by and between Seller and Buyer (Buyer and Seller are also referred to in this Agreement, individually, as a "**Party**" and, collectively, as the "**Parties**") both of whom agree as follows:

1. Sale of Property. Seller will sell to Buyer, and Buyer will purchase from Seller, all of the following property for the Purchase Price and under the terms and conditions set forth in this Agreement:
 - 1.1 All of Seller's right, title and interest in and to the real property located in the City and County and State more particularly described on Exhibit A attached here and incorporated here by this reference (the "**Land**");
 - 1.2 All of Seller's right, title and interest in all improvements and fixtures situated on the Land (the "**Improvements**"; and collectively with the Land, the "**Real Property**");
 - 1.3 All of Seller's right, title and interest in leases, licenses, permits, contracts, and agreements in effect as of the Close of Escrow relating to the Real Property (the "**Contracts**");
 - 1.4 All of Seller's other rights and interests in and to the Property (the "**Other Rights**").

The Real Property, the Contracts, and the Other Rights are referred to collectively here as the "**Property**." Notwithstanding any provision in this Agreement to the contrary, the term "**Improvements**" excludes all personal property of Seller that may or may not be affixed to the buildings located on the Land, including, but not limited to, post-production equipment, recording equipment, computer equipment, furnishings, movie screens, and artwork.

2. "AS-IS," "WHERE IS" Sale and Purchase.

- 2.1 Buyer acknowledges by her initials below that the provisions of this Section 2 are required by Seller as a material inducement to enter into this Agreement and the intent and effect of these provisions have been explained to Buyer by Buyer's counsel and are understood and accepted by Buyer. Specifically, Buyer acknowledges and agrees to the following:
 - (a) Except as otherwise expressly set forth in this Agreement, and subject to Seller's representation and warranties as set forth in this Agreement, Buyer is purchasing the Property in its existing condition, "AS-IS, WHERE-IS, WITH ALL FAULTS," and upon the Closing Date, Buyer has made or has waived all inspections and investigations of the Property and its vicinity which Buyer believes are necessary to protect her own interest in, and its contemplated use of, the Property.

Initials of Buyer's Authorized Representative

- (b)(i) No Representations. Other than the express representations and warranties of Seller set forth in this Agreement, neither Seller nor any person or entity acting by or on behalf of Seller, nor any partner, member, officer, director, employee, agent, attorney, affiliate, successor or assignee of Seller (collectively, the "**Seller Group**") has made any representation, warranty, inducement, promise, agreement, assurance or statement, oral or written, of any kind to Buyer upon which Buyer is relying, or in connection with which Buyer has made or will make any decisions concerning the Property or its vicinity including, without limitation, its use, condition, value, compliance with "**Laws**" (including, without limitation, **Environmental Laws**), existence or absence of Hazardous Substances, or the permissibility, feasibility, or convertibility of all or any portion of the Property for any particular use or purpose, including, without limitation, its present or future prospects for sale, lease, development, occupancy or suitability as security for financing.
 - (ii) For purposes of this Agreement, these terms will be defined as follows:
 3. (A) "**Bankruptcy Court**" means the United States Bankruptcy Court for the Central District of California.

Purchase And Sale Agreement

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(B) "**Bankruptcy Case**" means the Chapter 11 bankruptcy case pending before the Bankruptcy Court entitled In re Monge Property Investments, Inc., Case No. 2:12-bk-29275-TD.

(C) "**Environmental Laws**" means all federal, state and local laws, ordinances, rules and regulations in effect now or in the future, whether statutory or common law, as amended from time to time, and all federal and state judicial or administrative decisions, consent decrees and orders interpreting or enforcing any of the foregoing, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., and the Clean Water Act, 33 U.S.C. § 1251, et seq.

(D) "**Hazardous Substances**" means any substance or material that is described as a toxic or hazardous substance, waste or material or a pollutant or contaminant, or words of similar import, in any of the Environmental Laws, including, but not limited to, asbestos, petroleum (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), petroleum-based products and petroleum additives and derived substances, lead-based paint, mold, fungi or bacterial matter, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity.

(C) "**Laws**" means any laws (including Environmental Laws), statutes, ordinances, regulations, rules, judicial or administrative decisions, requirements, resolutions, policy statements and regulations (including, without limitation, those relating to land use, subdivision, zoning, Hazardous Substances, occupational health and safety, handicapped access, water, earthquake hazard reduction, and building and fire codes) of any governmental or quasi-governmental body or agency claiming jurisdiction over the Property.

2.2 No Implied Warranties. Excluding any representation or warranty set forth in this Agreement, Seller Group specifically disclaims: (a) all warranties implied by law arising out of or with respect to the execution of this Agreement, any aspect or element of the Property, or the performance of Seller's obligations here, including, without limitation, all implied warranties of merchantability, habitability or fitness for a particular purpose; and (b) any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Property or other items conveyed here, including, without limitation, the water, soil, and geology, the suitability thereof and of the Property or other items conveyed here for any and all activities and uses which Buyer may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including, but not limited to, the presence of asbestos or other Hazardous Substances) or compliance with applicable Environmental Laws; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iii) the compliance of the Property or other items conveyed here or its operation with any Laws.

2.3 Information Supplied by Seller. Buyer specifically acknowledges and agrees that, except as expressly contained in this Agreement, Seller Group has made no representation or warranty of any nature concerning the accuracy or completeness of any documents delivered or made available for inspection by Seller to Buyer, including, without limitation, the Due Diligence Items, and that Buyer has undertaken such inspections of the Property as Buyer considers necessary and appropriate and that Buyer is relying solely upon such investigations and not on any of the Due Diligence Items or any other information provided to Buyer by or on behalf of Seller. As to the Due Diligence Items, Buyer specifically acknowledges that they have been prepared by third parties with whom Buyer has no privity and Buyer acknowledges and agrees that no warranty or representation, express or implied, has been made, nor will any be construed to have been made, to Buyer with respect thereto, either by the Seller or by any third parties that prepared the same.

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910 N. San Fernando Road
Los Angeles, California

2.4 Release.

- (a) As of the Close of Escrow, Buyer fully and irrevocably releases the Seller Group from any and all claims that the Buyer may have or thereafter acquire against the Seller Group for any cost, loss, liability, damage, expense, demand, action or cause of action ("**Claims**") arising from or related to any matter of any nature relating to, and condition of, the Property including, but not limited to, any latent or patent construction defects, errors or omissions, compliance with legal matters, Hazardous Substances, and other environmental matters within, under or upon, or in the vicinity of the Property, including, without limitation, any Environmental Laws. The foregoing release by Buyer includes, without limitation, any Claims that Buyer may have under any statutory or common law right that Buyer may have to receive disclosures from Seller Group, including, without limitation, any disclosures as to the Property's location within areas designated as subject to flooding, fire, seismic or earthquake risks by any federal, state or local entity, the presence of Hazardous Substances on or beneath the Property, the need to obtain flood insurance, or the advisability of obtaining title insurance, or any other condition or circumstance affecting the Property or any portion thereof, its financial viability, or the use or operation of all or any portion thereof.
- (b) The foregoing release includes Claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist in its favor which, if known by Buyer, would materially affect Buyer's release of the Seller. In connection with the general release set forth in this Section 2, Buyer specifically waives the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECTS TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Buyer understands and acknowledges the significance and consequences of this waiver of the provisions of Section 1542.

3. Purchase Price. The Purchase Price will be paid as follows:

- 3.1 Initial Deposit. Seller acknowledges that Buyer delivered the Initial Deposit (as such term is defined in the Summary above) to Viva Escrow, Inc., under a prior agreement. Seller also acknowledges that Seller agreed to credit Seller for certain costs incurred in preparing environmental reports on the Real Property. Seller will arrange to have Viva Escrow, Inc., transfer the balance of the deposit being held by that party to the Escrow Holder upon execution of this Agreement by the Parties. If Escrow Holder and Seller do not receive a Notice of Termination from Buyer on or before the end of the Due Diligence Period, Escrow Holder will immediately release the Initial Deposit to Seller without further instruction from the Parties. The Initial Deposit will not be refundable but will be applied towards the Purchase Price.
- 3.2 Consideration. Buyer will pay or cause to be paid the balance of the Purchase Price or Nine Hundred Seventy-Five Thousand Dollars (\$975,000.00) in immediately available funds on the Closing Date.

4. Escrow; Closing Conditions

- 4.1 Escrow. Upon the Effective Date, this Agreement will constitute the joint escrow instructions of Buyer and Seller to Escrow Holder to open an escrow ("**Escrow**") for the consummation of the sale of the Property to Buyer under the terms of this Agreement. Upon Escrow Holder's written acceptance of this Agreement, Escrow Holder is authorized to act in accordance with the terms of this Agreement. Buyer and Seller will execute Escrow Holder's general escrow instructions upon request; provided, however, that if there is any conflict or inconsistency between such general escrow instructions and this Agreement, this Agreement will control. Upon the Close of Escrow, Escrow Holder will pay any sum owed to Seller with immediately

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910 N. San Fernando Road
Los Angeles, California

available funds. In Buyer terminates this Agreement pursuant to Section 4.6 on or before the expiration of the Due Diligence Period, or, if applicable, the Due Diligence Extension Period, the Escrow Holder will refund the Initial Deposit to Buyer upon Escrow Holder's timely receipt of a Notice of Termination.

- 4.2 Bankruptcy Court. This Agreement is subject to the approval of the Bankruptcy Court in the Bankruptcy Case. Within a reasonable time after execution of this Agreement by the Parties, the Seller will file a motion in the Bankruptcy Case (the "**Sale Motion**"), for an order approving this Agreement (the "**Approval Order**"), pursuant to the provisions of 11 U.S.C. §§ 363(b) and 363(f). The date on which an Approval Order is entered by the Bankruptcy Court is referred to here as the "**Approval Date**."
- 4.3 Closing Date. The Escrow will close within thirty (30) days after the date on which the United States Bankruptcy Court for the Central District of California (the "**Bankruptcy Court**") issues an order approving the sale of the Property to Buyer (the "**Closing Date**").
- 4.4 Overbids. Seller will include an express provision in the Sale Motion that the sale will not be subject to overbids, and that if the Bankruptcy Court requires overbids, that the Sale Motion will be construed as withdrawn. Seller agrees that in no event will Seller proceed with the Sale Motion if the Court orders overbids. In such case, the contemplated sale transaction between Buyer and Seller will take place after the closure of the Bankruptcy Case.
- 4.5 Buyer's Conditions to Closing. The Close of Escrow is subject to and contingent on the satisfaction of the following conditions:
- 4.5.1 Inspection. Buyer's approval, in its sole but reasonable discretion, of the Property at Buyer's sole cost and expense prior to the expiration of the Due Diligence Period or, as applicable, the Due Diligence Extension Period.
- (a) Buyer may commence Buyer's inspection of the Property immediately upon the Effective Date.
 - (b)(i) Buyer may not engage in any invasive testing on the Property unless (A) Buyer notifies Seller at least one (1) week before Buyer intends to commence such invasive testing and (B) Buyer submits a copy of Buyer's testing plan to Seller and Seller notifies Buyer that such work plan is acceptable to Seller as presented or with modifications which Buyer must accept.
 - (ii) Buyer will protect, indemnify, defend and hold the Property, Seller and Seller's partners, members, officers, directors, shareholders, participants, affiliates, employees, representatives, invitees, agents and contractors free and harmless from and against any and all claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys' fees and court costs, resulting from Buyer's inspection and testing of the Property, including, without limitation, repairing any and all damages to any portion of the Property, to the extent arising out of or related (directly or indirectly) to Buyer's conducting such inspections, surveys, tests, and studies; provided however, Buyer will not be responsible for any pre-existing condition of the Property unless Buyer engages in an act that worsens such condition.
 - (iii) Buyer will keep the Property free and clear of any mechanics' liens or materialmen's liens related to Buyer's right of inspection and the activities contemplated by Section 4.4.1 of this Agreement.
 - (iv) Prior to entry on to the Property, Buyer will provide Seller with insurance certificates evidencing at least \$1,000,000 in general liability insurance coverage and will name Seller as an additional insured on such insurance.
 - (vi) Buyer's indemnification obligations set forth here will survive the Close of Escrow and will not be merged with the Deed, and will survive the termination of this Agreement.

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- 4.5.2 Title Policy. The Title Company's commitment to issue or the issuance of the Buyer's Title Policy in a form that complies with the requirements of Section 4.7.2 below.
- 4.5.3 Preliminary Title Report. (a) Within five (5) business days after the Effective Date, Seller will cause the Title Company to deliver to Buyer a current preliminary title report (the "**PTR**") together with all documents referenced as exceptions on the Property showing the status of title to the Property as of the date of the PTR.
- (b) Seller will cause Title Company to deliver written notice to Buyer after the expiration of the Due Diligence Period of any new title exception, requirement or other item in connection with the PTR.
- 4.5.4 Due Diligence Items. Seller will provide, for Buyer's review, within five (5) days of the Effective Date, any environmental reports, maps, agreements, contracts, leases, licenses, permits, reports, studies, surveys, and other documents relevant to the ownership, development, operation or maintenance of the Property that Seller actually has in its possession, including, the items set forth on Exhibit B, attached here and incorporated here by this reference ("**Due Diligence Materials**").
- 4.5.5 Representations and Warranties. All representations and warranties of Seller contained in this Agreement will be true and correct as of the date made and as of the Close of Escrow with the same effect as though such representations and warranties were made at and as of the Close of Escrow.
- 4.5.6 Covenants. Seller will have performed and satisfied all agreements and covenants required to be performed by Seller prior to or at the Close of Escrow.
- 4.5.7 No Material Adverse Change. Subject to Subsection 4.5.5 above, there will have been no material adverse change to the physical condition of the Property or the status of any permits, entitlements or other legal rights with respect to the Property beginning as of the Effective Date.
- 4.6 Approval Procedure. Buyer will notify Seller of Buyer's disapproval, if at all, of the matters described in Sections 4.5.1 and 4.5.4 by written notice delivered to Escrow Holder and Seller by the date set forth for disapproval thereof. Buyer's failure to disapprove any of the matters described in Sections 4.5.1, and 4.5.4 by the dates set forth in this Agreement in the manner described, will be construed as Buyer's approval or waiver of such matter.
- 4.7 Termination.
- 4.7.1 Termination. Subject to Section 4.3 above, this Agreement will only terminate if (a) Buyer fails to deliver an executed copy of this Agreement to Seller by the deadline set forth in the Summary above or (b) Buyer delivers to Escrow Holder and Seller a written notice of disapproval on or before the expiration of the Due Diligence Period; the Due Diligence Extension Period, if applicable; or any other deadlines set forth in this Agreement, including, but not limited to, Section 4.5.3(d), of any of the matters described in Sections 4.5.1, and 4.5.4, ("**Notice of Termination**"). Buyer's written notice to Seller prior to the expiration of the Due Diligence Period approving the matters described in Sections 4.5.1 and 4.5.4 or the failure to disapprove such matters prior to the expiration of the Due Diligence Period will be considered an Approval Notice. Upon termination of this Agreement pursuant to this Section 4.7.1 or pursuant to Section 8: (a) each party will immediately execute and deliver to Escrow Holder such documents as Escrow Holder may reasonably require to evidence such termination, provided, however, that prior to the expiration of the Due Diligence Period, Buyer's notice of termination alone will be sufficient to terminate the Escrow and this Agreement; (b) Escrow Holder will return all documents to the respective parties who delivered such documents to Escrow; (c) Escrow Holder will remit the Initial Deposit to Buyer; (d) Buyer will be responsible for paying Escrow Holder's title and escrow cancellation fees, if any; and (e) the respective obligations of Buyer and Seller under this Agreement will terminate, except those expressly surviving such termination.

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- 4.8 **Seller's Conditions to Closing.** The obligations of Seller to consummate the transactions provided for herein are subject to and contingent upon the satisfaction of the following conditions or the waiver of same by Seller in writing:
- 4.8.1 **Representations and Warranties.** All representations and warranties of Buyer contained in this Agreement will be true and correct as of the date made and as of the Close of Escrow with the same effect as though such representations and warranties were made at and as of the Close of Escrow.
- 4.8.2 **Corporate Authorization.** Seller's receipt of a resolution from Buyer's Board of Trustees authorizing Buyer to purchase of the Property and enter into the Seller carryback financing.
- 4.8.3 **Termination Agreement.** Buyer causing Jack Arutunian to execute an agreement terminating his current lease of the Property and purchase option (the "**Termination Agreement**").
- 4.8.4 **Covenants.** Buyer will have performed and satisfied all agreements and covenants required hereby to be performed by Buyer prior to or at the Close of Escrow.
- 4.9 **Title and Title Insurance.**
- 4.9.1 **Deed.** On the Closing Date, Seller will convey title to the Property to Buyer by grant deed.
- 4.9.2 **Buyer's Title Policy.** At the Close of Escrow, Escrow Holder will cause the Title Company to issue to Buyer a CLTA Standard Coverage Owner's Policy of Title Insurance ("**Buyer's Title Policy**") which will:
- (a) be written with liability in the amount of the loan used to finance the purchase of the Property; and
- (b) insure title to the Property, to be vested in Buyer, subject only to the following exceptions ("**Permitted Exceptions**"): (i) the standard printed exceptions set forth in the Buyer's Title Policy; and (ii) general and special real property taxes and assessments for the current fiscal year, a lien not yet due and payable.
- 4.9.3 **ALTA Policy.** Buyer will have the right to obtain an ALTA Extended Coverage Owner's Policy of Title Insurance ("**ALTA Policy**"), at Buyer's sole cost and expense and any related endorsements.
- 4.10 **Closing Costs and Charges.**
- 4.10.1 **Seller's Costs.** Seller will pay the following through escrow: (a) the cost of obtaining a CLTA title policy and any endorsements to Buyer's Title Policy obtained by Seller; and (b) Seller's share of prorations as determined in accordance with Section 4.14.
- 4.10.2 **Buyer's Costs.** Buyer will pay (a) the Escrow Holder's fee; (b) the additional premium for obtaining an ALTA Policy; (c) the cost of all endorsements to Buyer's Title Policy except those described in Section 4.9.1(c) above; (d) Buyer's share of prorations as determined in accordance with Section 4.14 and (e) all transfer taxes and document recording charges.
- 4.10.3 **Other Costs.** All other costs, if any, will be apportioned in the customary manner for real property transactions in Los Angeles County, California.
- 4.11 **Deposit of Documents and Funds by Seller.** Not later than one (1) business day prior to the Closing Date, Seller will deposit the following items into Escrow, each of which will be duly executed and acknowledged by Seller where appropriate:
- 4.11.1 a Grant Deed; and
- 4.11.2 An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 ("**Certification**") and an executed California Real Estate Withholding Exemption Form 597 ("**Form 597**") and a 1099S executed by Seller (the "**1099**").

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- 4.12 Deposit of Documents and Funds by Buyer. On or before the Closing Date, Buyer will deposit or cause to be deposited the following items into Escrow:
- 4.12.1 the sum of One Million Dollars (\$1,000,000.00) less the Initial Deposit in immediately available funds;
 - 4.12.2 the Termination Agreement; and
 - 4.12.3 All other funds and documents as may reasonably be required by Escrow Holder or the Title Company to close the Escrow in accordance with this Agreement.
- 4.13 Delivery of Documents and Funds at Closing. Provided that all conditions to closing set forth in this Agreement have been satisfied or, as to any condition not satisfied, waived in writing by the party intended to be benefited thereby, Escrow Holder will conduct the closing on the Closing Date by recording or distributing the following documents and funds in the following manner:
- 4.13.1 Recorded Documents. Record the Deed with the County of Los Angeles Recorder's Office;
 - 4.13.2 Buyer's Documents. Deliver to Buyer: (a) the original Buyer's Title Policy; (b) the original Certification; and (c) the original Form 597.
 - 4.13.3 Purchase Price and Seller's Documents. Deliver to Seller the Purchase Price paid by Buyer and such other funds, if any, as may be due to Seller by reason of credits under this Agreement, less all items chargeable to Seller under this Agreement, and copies of all documents delivered under this Agreement.
- 4.14 Prorations and Adjustments. The following will be prorated and adjusted between Seller and Buyer as of the Close of Escrow except as otherwise specified:
- 4.14.1 All rent, real property taxes and assessments, personal property taxes, and any premiums for insurance policies on the Property assumed by Buyer, if any, will be prorated as of the Close of Escrow.
 - 4.14.2 For purposes of calculating prorations, Buyer will be deemed to be vested with title to the Property, and, therefore, entitled to the income therefrom and responsible for the expenses thereof for the entire day upon which the Close of Escrow occurs. All such prorations will be made on the basis of the actual number of days of the month which will have elapsed as of the Close of Escrow and based upon a three hundred sixty (360) day year. Seller will provide to Escrow Holder such operating statements and other documents or information as may be reasonably required by Escrow Holder and Buyer to calculate such prorations and to prepare the Closing Statement.
5. Conduct of Buyer and Seller during Escrow.
- 5.1 Contracts and Leases. From and after the expiration of the Due Diligence Period or, as applicable, the Due Diligence Extension Period until the Closing Date (and provided Buyer has not terminated this Agreement), Seller will not, without prior written consent of Buyer, granted or withheld in Buyer's reasonable discretion, enter into any contract for, or on behalf of, or affecting the Property that cannot be terminated at Closing by Buyer without cost, penalty or premium. From the expiration of the Due Diligence Period until the Closing Date (and provided Buyer has not terminated this Agreement), Seller will not enter into any new lease agreements, lease extensions or other similar use agreements, without the prior written consent of Buyer, granted or withheld in Buyer's sole discretion.
 - 5.2 Notices. From the Effective Date until the Closing Date (and provided Buyer has not terminated this Agreement), Seller will immediately deliver to Buyer all notices or correspondence relating to the Property received by Seller relating to the Property, including, without limitation, notices regarding taxes, assessments, changes in a tax rate, claims of violations from any governmental authority or any third party, takings, reciprocal easement or use agreements, leases or operating agreements.

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- 5.3 Liens. From the expiration of the Due Diligence Period until the Closing Date (and provided Buyer has not terminated this Agreement), Seller will not cause any liens or other encumbrances to be placed on the Property which will survive the Closing.
6. Delivery and Possession. Seller will deliver possession of the Property to Buyer at the Close of Escrow subject to leases and contracts existing as of the Effective Date and subject to new contracts approved under Section 5.1 approved by Buyer.
7. Brokers. Each party represents to the other that neither has retained any broker to represent that party in this transaction except as set forth in the Summary above. Buyer will indemnify and hold Seller harmless from and against any and all liabilities, claims, demands, damages, costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in connection with claims from any person for any such commissions, finders' fees or brokerage fees arising out of the inaccuracy of the foregoing representations or warranties of the parties.
8. Damage or Destruction; Condemnation
- 8.1 Uniform Act. This Agreement will be governed by the Uniform Vendor and Buyer Risk Act as set forth in Section 1662 of the California Civil Code ("**Act**") as supplemented by this Section 8. For purposes of the Act, (a) a taking by eminent domain of a portion of the Property will be considered to affect a "material part" of the Property if the estimated value of the portion of the Property taken exceeds ten percent (10%) of the Purchase Price, and (b) the destruction of a "material part" of the Property will be considered to mean an insured or uninsured casualty to the Property following Buyer's inspection of the Property and prior to the Close of Escrow having an estimated cost of repair which equals or exceeds ten percent (10%) of the Purchase Price.
- 8.2 Definitions. The phrase "estimated value" will mean an estimate obtained from a M.A.I. appraiser, who has at least five (5) years experience evaluating property located in the County where the Real Property is located, similar in nature and function to that of the Property, selected by Seller and approved by Buyer, and the phrase "estimated cost of repair" will mean an estimate obtained from an independent contractor selected by Seller and approved by Buyer. Buyer will not unreasonably withhold, condition or delay Buyer's approval under this Section.
- 8.3 Notice; Credit to Buyer. Buyer will have the right to terminate this Agreement if all or a material part of the Property is destroyed without fault of Buyer or a material part of the Property is taken by eminent domain. Buyer will give written notice of Buyer's election to terminate this Agreement under the Act within five (5) business days after Buyer first learns of any damage to or condemnation of the Property which entitles Buyer to terminate this Agreement. If Buyer does not give such notice, then this Agreement will remain in full force and effect and there will be no reduction in the Purchase Price, but Seller will, at Close of Escrow, assign to Buyer (a) any insurance proceeds payable with respect to such damage, plus credit for any insurance deductible, underinsured or uninsured amounts, or co-insurance; or (b) the entire award payable with respect to such condemnation proceeding, whichever is applicable.
9. Seller's Representations and Warranties. Seller makes the following representations and warranties which will be true and correct as of the Close of Escrow:
- 9.1 Seller has the full power and authority to execute, deliver and perform their obligations under this Agreement subject to approval by the Bankruptcy Court of the Approval Order.
- 9.2 Neither the execution or delivery of this Agreement, nor the consummation of the transaction contemplated here, after the Approval Date, will conflict with, or constitute or result in a breach of, any license or undertaking to which Seller is a party or by which the Property is bound, or result in the creation of any lien or encumbrance upon the Property.
- 9.3 Seller is the holder of title in fee simple to the Real Property, and at the Close of Escrow, Seller will duly convey to Buyer title in fee simple to the Real Property. All items of the Property (other than the Real Property) are owned by Seller, free and clear of any and all liens, encumbrances, security agreements,

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claims or other restrictions, and upon the Close of Escrow, Buyer will receive good, marketable and unencumbered title to such Property pursuant to the Approval Order.

All of the representations and warranties of Seller set forth in this Agreement will be true upon the execution of this Agreement, will be considered to be repeated at and as of the Close of Escrow, and will survive the Close of Escrow for a period of twelve (12) months.

10. Buyer's Representations and Warranties. Buyer makes the following representations and warranties which will be true and correct as of the date hereof and at the Close of Escrow and will survive the Close of Escrow.

- 10.1 Buyer has the full power and authority to execute, deliver and perform Buyer's obligations under this Agreement.
- 10.2 Neither the execution or delivery of this Agreement, nor the consummation of the transaction contemplated herein, will conflict with, or constitute or result in a breach of, any contract, license or undertaking to which Buyer is a party.
- 10.3 Buyer has not filed or been the subject of any filing of a petition under Title 11 of the United States Code or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors and Buyer is not insolvent.
- 10.4 No legal or administrative proceeding is pending or threatened against Buyer which would adversely affect Buyer's right to purchase the Property.

All of the representations and warranties of Buyer set forth in this Agreement will be true upon the execution of this Agreement, will be considered to be repeated at and as of the Close of Escrow, and will survive the Close of Escrow for a period of twelve (12) months.

11. Default

- 11.1 In the event of a default under this Agreement on the part of Seller or Buyer which is not cured within ten (10) days after receipt of written notice by the defaulting party from the non-defaulting party may elect one of the following as its sole and exclusive remedy: (i) terminate this Agreement by delivery of notice of termination to the defaulting party whereby the non-defaulting party may then recover damages and "Costs," as defined below, or (ii) continue this Agreement in effect and bring an action for specific performance of this Agreement. For purposes of this Agreement, the term "Costs" means all substantiated out-of-pocket costs and expenses actually incurred by the non-defaulting party in its due diligence examination of the Property under this Agreement. If the non-defaulting party has not commenced any action permitted under clause (ii) above on or before the sixtieth (60th) day after the scheduled Closing Date, the non-defaulting party will be determined to have made the election under clause (i) above and waived any right to commence an action against the defaulting party here.


SELLER'S INITIALS


BUYER'S INITIALS

12. Waiver of Trial by Jury. Seller and Buyer, to the extent they may legally do so, waive any right to trial by jury of any claim, demand, action, cause of action, or proceeding arising under or with respect to this Agreement, or in any way connected with, or related to, or incidental to, the dealings of the parties here with respect to this Agreement or the transactions related here, in each case whether now existing or hereafter arising, and irrespective of whether sounding in contract, tort, or otherwise. To the extent they may legally do so, Seller and Buyer agree that any such claim, demand, action, cause of action, or proceeding will be decided by a court trial without a jury and that any party may file an original counterpart or a copy of this section with any court as written evidence of the consent of the other party or parties here to waiver of its or their right to trial by jury.

13. Attorneys' Fees. If any action or proceeding is commenced by either party to enforce their rights under this Agreement or to collect damages as a result of the breach of any of the provisions of this Agreement, the prevailing party in such action or proceeding, including any bankruptcy, insolvency or appellate proceedings, will

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be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in addition to any other relief awarded by the court.

14. [Notices](#). All notices or other communications required under this Agreement must be in writing and will be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent via an overnight courier service with charges prepaid and will be deemed received upon the earlier of: (a) if delivered personally or via overnight courier, the date of delivery, or (b) if mailed, upon the date of receipt as disclosed on the return receipt. All notices to Seller, Buyer and Escrow Holder will be sent to such party's address as set forth in the Summary. These addresses may be changed by written notice given in accordance with this Section. If the date on which any notice to be given falls on a Saturday, Sunday or legal holiday, then such date will automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday.
15. [Amendment](#). All amendments and supplements to this Agreement must be in writing and executed by Buyer and Seller.
16. [Complete Agreement](#). This Agreement contains the entire agreement and understanding between Buyer and Seller concerning the subject matter of this Agreement and supersedes all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral, made by Buyer or Seller concerning the Property or the other matters which are the subject of this Agreement, including, but not limited to, the document entitled, "Commercial Property Purchase Agreement And Joint Escrow Instructions," dated February 11. This Agreement has been drafted through a joint effort of the parties and their counsel and, therefore, will not be construed in favor of or against either of the parties.
17. [Governing Law](#). This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law issues, and, as applicable, Title 11 of the United States Code.
18. [Bankruptcy Court Jurisdiction](#). The United States Bankruptcy Court for the Central District of California, Los Angeles Division, shall have exclusive jurisdiction over any and all disputes arising under this Agreement.
19. [Severability](#). If any provision of this Agreement or application thereof to any person or circumstance will to any extent be invalid or unenforceable, the remainder of this Agreement (including the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable) will not be affected thereby, and each provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
20. [Counterparts](#). This Agreement may be executed in several counterparts and all so executed will constitute one agreement, which will be binding upon all of the Parties notwithstanding that all Parties' signatures do not appear on the same page. If an original signature is affixed by a Party to a counterpart of this Agreement, and a facsimile and/or electronic file (such as a "pdf" or "tif" file as attached to an e-mail) of such originally executed counterpart signature is thereafter telecopied or sent by e-mail to a Party or Parties' attorneys of record, a facsimile sent by telecopier or an e-mail will be afforded the same validity as the originally executed counterpart and may be relied upon by all Parties for any and all purposes relating to the Agreement.
21. [Headings](#). The headings to sections of this Agreement are for convenience of reference only and will not be used in interpreting this Agreement.
22. [Time of the Essence](#). Time is of the essence of this Agreement.
23. [Waiver](#). No waiver by Buyer or Seller of any of the terms or conditions of this Agreement or any of their respective rights under this Agreement will be effective unless such waiver is in writing and signed by the party charged with the waiver.
24. [Third Parties](#). This Agreement is entered into for the sole benefit of Buyer and Seller and their respective permitted successors and assigns. No party other than Buyer and Seller and such permitted successors and assigns will have any right of action under or rights or remedies by reason of this Agreement.
25. [Additional Documents](#). Each party agrees to perform any further acts and to execute and deliver such further documents which may be reasonably necessary to carry out the terms of this Agreement.

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26. [Independent Counsel](#). Buyer and Seller each acknowledge that: (i) they have been represented by independent counsel in connection with this Agreement; (ii) they have executed this Agreement with the advice of such counsel; and (iii) this Agreement is the result of negotiations between the parties here and the advice and assistance of their respective counsel. The fact that this Agreement was prepared by Seller's counsel as a matter of convenience will have no import or significance. Any uncertainty or ambiguity in this Agreement will not be construed against Seller because Seller's counsel prepared this Agreement in its final form.
27. [Assignment](#). This Agreement may only be assigned by Buyer to a corporation, limited liability company, or limited partnership in which Buyer or the parent or subsidiary of Buyer is the owner of the corporation, the Managing Member of the limited liability company, or the general partner of the limited partnership. All other assignments of this Agreement are expressly prohibited.
28. [Successors and Assigns](#). This Agreement will be binding upon and inure to the benefits of the heirs, successors and assigns of the parties here.
29. [Exhibits](#). Each reference to a Section or Exhibit in this Agreement will mean the sections of this Agreement and the exhibits attached to this Agreement, unless the context requires otherwise. Each Exhibit set forth in the Summary is incorporated here by this reference.
30. [Survival](#). Except as specifically set forth in this Agreement, none of the representations, warranties or indemnities set forth here will survive the Close of Escrow.


[The next page is the signature page.]

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IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first above written.

SELLER:

MONGE PROPERTY INVESTMENTS, INC., a California corporation, the debtor-in-possession in the chapter 11 bankruptcy case pending before the United States Bankruptcy Court for the Central District of California, Los Angeles Division, entitled In re Monge Property Investments, Inc., Case No. 2:12-bk-29275-TD

By: 
Name: Ruben Monge Jr.
Title: President
Date: 9/16/14

BUYER:

GAYANE DAVTIAN, an individual, or her assignee

By: _____
Date: _____

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IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first above written.

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MONGE PROPERTY INVESTMENTS, INC., a California corporation, the debtor-in-possession in the chapter 11 bankruptcy case pending before the United States Bankruptcy Court for the Central District of California, Los Angeles Division, entitled In re Monge Property Investments, Inc., Case No. 2:12-bk-29275-TD

By: _____
Name: Ruben Monge Jr.
Title: President
Date: _____

BUYER:

GAYANE DAVTIAN, an individual, or her assignee

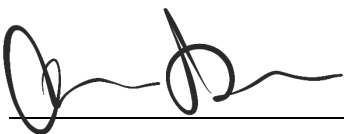
By:  _____
Date: August 26, 2016

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B
DUE DILIGENCE ITEMS

1. Property Tax bill for fiscal year beginning _____, and ending _____
2. Property insurance summary of coverages dated _____ - _____
3. ALTA survey (if available)

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (“*Assignment*”) is dated for reference purposes only as of September 6, 2016, and is entered into by and between **JACK ARUTUNIAN**, an individual (“*Assignor*”), and **GAYANE DAVTIAN**, an individual (“*Assignee*”) (Assignor and Assignee are sometimes referred to, individually, as a “*Party*” or, collectively, as the “*Parties*”) with reference to the following:

RECITALS

A. On or about November 4, 2013, Assignor entered into a document entitled “Standard Offer And Agreement To Lease Real Estate (Non-Residential)” (the “*Lease*”) with Monge Property Investments, Inc., a California corporation (“*Lessor*”) for the lease of certain real property located at 910 N. San Fernando Road, Los Angeles, California (the “*Property*”). Assignor paid Six Thousand Dollars (\$6,000.00) (the “*Security Deposit*”) to Lessor to ensure Assignor’s faithful performance of his obligations under the Lease.

B. On or about August __, 2016, Lessor as debtor-in-possession in the Chapter 11 bankruptcy proceeding pending before the United States Bankruptcy Court for the Central District of California, Los Angeles Division, entitled In re Monge Property Investments, Inc., Case No. 2:12-bk-29275-TD, entered into a document entitled “Agreement Of Purchase And Sale And Joint Escrow Instructions with Gayane Davtian for the sale of the Property.

C. Assignor and Assignee are entering into this Assignment to assign Assignor’s interest in the Security Deposit to Assignee and ensure its repayment by Lessor when escrow closes on the sale of the Property.

NOW, THEREFORE, in consideration of the above Recitals, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

AGREEMENT

SECTION 1. ASSIGNMENT.

Assignor assigns all of Assignor’s right, title, and interest in the Security Deposit and Assignee accepts all of Assignor’s right, title, and interest in the Security Deposit.

SECTION 2. ASSIGNOR’S COVENANT.

Assignor covenants to Assignee that Assignor is legally entitled to return of the Security Deposit upon the close of escrow on the sale of the Property.

SECTION 3. REPRESENTATIONS AND WARRANTIES.

Each person signing this Assignment represents and warrants the following to the other Party:

- (a) this Assignment will not violate any contract or court order to which that party is subject;
- (b) has read the Assignment carefully and has had the opportunity to

confer with its own legal counsel on the terms of this Assignment; and

(c) understands the contents and legal effect of each provision of this Assignment.

SECTION 4. CONTINUING OBLIGATION.

The provisions of this Assignment will be construed to obligate, extend to, and inure to the benefit of the successors, assigns, transferees, grantees, heirs and representatives of each of the Parties.

SECTION 5. REPRESENTATION BY COUNSEL.

Each of the Parties represents, warrants, acknowledges and agrees that it has been represented by independent counsel of its own choice throughout all negotiations which preceded the execution of their Assignment and that this Assignment has been executed with the consent and upon the advice of that independent counsel.

SECTION 6. PRIOR REPRESENTATIONS / INTEGRATION.

The Parties agree that, except as otherwise set forth here, no representations or inducements of any kind have been made by any Party to another and no matter extraneous to this Assignment has been relied upon by any Party as an inducement or otherwise, either verbal or written, and all previous communications between the Parties, and their principals and agents, are considered to be of no effect and are superseded by the terms of this Assignment. This Assignment constitutes the entire agreement between the Parties relating to the subject here, and all other prior agreements, arrangements or understandings, oral or written, are merged into and superseded by the terms of this Assignment.

SECTION 7. INTERPRETATION AND DRAFTING AMBIGUITIES.

Each Party has cooperated in some fashion in the drafting and preparation of this Assignment. Regardless of the extent of drafting or preparation, the language in all parts of this instrument will be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties and without regard to which Party arranged for the final draft of this Assignment.

SECTION 8. WAIVER / MODIFICATION.

No consent or waiver, express or implied, by any party, or of any breach or default by, any party in the performance of any obligations under this Assignment will be construed to be a consent or waiver to or of any other breach or default in the performance by the other party of the same or any other obligations of such party hereunder. The failure on the part of a party to complain of any act or failure to act of the other party or to declare the other party in default irrespective of how long such failure continues, will not constitute a waiver by that party of its rights under this Assignment.

SECTION 9. FURTHER ASSURANCES OF COOPERATION.

The Parties agree to cooperate and to perform such acts and to prepare, execute and file any documents reasonably required to give full force and effect to this Assignment.

SECTION 10. SEVERABILITY.

If a court of competent jurisdiction holds any provision of this Assignment to be void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

SECTION 11. HEADINGS.

Headings in this Assignment are for convenience of reference only and will not be used for purposes of construing this Assignment.

SECTION 12. TIME.

Time is of the essence of this Assignment, and each and every condition and provision set forth here.

SECTION 13. RECITALS.

Recital Paragraphs A. through C. are incorporated into this Assignment as if fully set out here.

SECTION 14. COUNTERPARTS.

This Assignment may be executed in several counterparts and all so executed will constitute one agreement, which will be binding upon all of the Parties notwithstanding that all Parties' signatures do not appear on the same page. If an original signature is affixed by a Party to a counterpart of this Assignment, and a facsimile and/or electronic file (such as a "pdf" or "tif" file as attached to an e-mail) of such originally executed counterpart signature is thereafter telecopied or sent by e-mail to a Party or Parties' attorneys of record, a facsimile sent by telecopier or an e-mail will be afforded the same validity as the originally executed counterpart and may be relied upon by all Parties for any and all purposes relating to the Assignment.

SECTION 15. GOVERNING LAW.

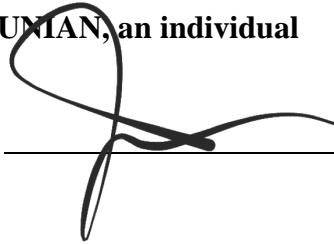
This Assignment is made and executed in, and will be interpreted, enforced and governed by the laws of the State of California.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the Parties execute this Assignment to be effective as of the date first set forth above.

JACK ARUTUNIAN, an individual

By: _____



GAYNE DAVTIAN, an individual

By: _____



THE FOREGOING ASSIGNMENT IS ACKNOWLEDGED AND ACCEPTED:

MONGE PROPERTY INVESTMENTS, INC., a California corporation, the debtor-in-possession in the chapter 11 bankruptcy case pending before the United States Bankruptcy Court for the Central District of California, Los Angeles Division, entitled In re Monge Property Investments, Inc., Case No. 2:12-bk-29275-TD

By: _____

Name: Ruben Monge Jr.

Title: President

Date: _____

IN WITNESS WHEREOF, the Parties execute this Assignment to be effective as of the date first set forth above.

JACK ARUTUNIAN, an individual


By: _____

GAYNE DAVTIAN, an individual

By: _____

THE FOREGOING ASSIGNMENT IS ACKNOWLEDGED AND ACCEPTED:

MONGE PROPERTY INVESTMENTS, INC., a California corporation, the debtor-in-possession in the chapter 11 bankruptcy case pending before the United States Bankruptcy Court for the Central District of California, Los Angeles Division, entitled In re Monge Property Investments, Inc., Case No. 2:12-bk-29275-TD

By: 

Name: Ruben Monge Jr.

Title: President

Date: 9/16/16

EXHIBIT "7"

In re Monge Property Investments, Inc., United States Bankruptcy Court, Central District of California, Los Angeles Division, Case No. 2:12-bk-29275-TD; Debtor-In-Possession's Second Motion for an Order: 1) Authorizing Sale of the Property Located at 910 North San Fernando Road, Los Angeles, CA; 2) Ordering that the Sale Be Free and Clear of Any Claims and Interests of the Parties Named in this Motion; 3) Authorizing Payment to Real Estate Broker; and 4) Approving Sale Without Overbidding



USA National Title Company, Inc.

301 N. Lake Avenue #550

Pasadena, CA 91101

Phone (877) 908-5220 • Fax (626) 773-7606

www.usanationaltitle.com

ESCROW OFFICER: **Ted Handel**

TITLE OFFICER: **Randy Viall**

PHONE: (877) 908-5220

FAX: (626) 773-7606

Email: tu30@usa-ntc.com

TO: **Valensi Rose Law Office**
1888 Century Park East #1100
Los Angeles, CA 90067

ORDER NO. **071634742-30**

YOUR REFERENCE:

PROPERTY ADDRESS: **910 North San Fernando Road, Los Angeles, CA 90065**

PRELIMINARY REPORT

EFFECTIVE DATE: **August 31, 2016 as of 7:30 a.m.**

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

The printed Exceptions and exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the office which issued this report.

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

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

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

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

SCHEDULE A

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

California Land Title Association Standard Coverage Policy (1990)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

FEE SIMPLE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Monge Property Investments, LLC, a Suspended Corporation, subject to Item Nos. 37 and 38 of Schedule B.

3. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF LOS ANGELES, 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'

Lots 167, 168, 169, 170, 173 and 174 of Robert Marsh and Co's Cottage Home Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 7, Page 108 of Maps, in the office of the County Recorder of said county.

APN: 5453-005-021, 5453-005-022, 5453-005-023, 5453-005-026, 5453-005-027

SCHEDULE 'B'

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PREPRINTED GENERAL EXCEPTIONS (SHOWN BELOW) AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2016 - 2017 which are a lien not yet payable.
2. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2015 - 2016:

1st Installment:	\$777.13 Delinquent
Penalty:	\$77.71 (if not paid by December 10, 2015)
2nd Installment:	\$777.13 Delinquent
Penalty:	\$87.71 (if not paid by April 11, 2016)
Land Value:	\$115,976.00
Improvements:	\$2,315.00
Exemption:	\$0.00
Code Area:	00004
Assessment No.	5453-005-023

Note: Delinquent amount(s) shown above are included in redemption amounts shown below.

3. Said property has been declared tax defaulted for non-payment of delinquent taxes for the fiscal year 2009, 2010, 2011, 2012, 2013, 2014, 2015:

Default No.: 5453-005-023

Amounts to redeem for the above stated fiscal year (and subsequent years, if any) are:

Amount:	\$26,801.26
By:	September 30, 2016

Amounts to redeem for the above stated fiscal year (and subsequent years, if any) are:

Amount:	\$27,028.84
By:	October 31, 2016

Amounts to redeem for the above stated fiscal year (and subsequent years, if any) are:

Amount:	\$27,256.43
By:	November 30, 2016

We are in the process of further researching the property taxes. Be aware that the amounts may change. We will supplement this report once our investigation is completed.

4. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2015 - 2016:

1st Installment:	\$362.24 Delinquent
Penalty:	\$36.22 (if not paid by December 10, 2015)
2nd Installment:	\$362.24 Delinquent
Penalty:	\$46.22 (if not paid by April 11, 2016)
Land Value:	\$55,734
Exemption:	\$0.00
Code Area:	00004
Assessment No.	5453-005-021

Note: Delinquent amount(s) shown above are included in redemption amounts shown below.

5. Said property has been declared tax defaulted for non-payment of delinquent taxes for the fiscal year 2009, 2010, 2011, 2012, 2013, 2014, 2015:

Default No.: 5453-005-021

Amounts to redeem for the above stated fiscal year (and subsequent years, if any) are:

Amount:	\$9,766.46
By:	September 30, 2016

Amounts to redeem for the above stated fiscal year (and subsequent years, if any) are:

Amount:	\$9,842.12
By:	October 31, 2016

Amounts to redeem for the above stated fiscal year (and subsequent years, if any) are:

Amount:	\$9,917.78
By:	November 30, 2016

We are in the process of further researching the property taxes. Be aware that the amounts may change. We will supplement this report once our investigation is completed.

6. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2015 - 2016:

1st Installment:	\$362.24 Delinquent
Penalty:	\$36.22 (if not paid by December 10, 2015)
2nd Installment:	\$362.24 Delinquent
Penalty:	\$46.22 (if not paid by April 11, 2016)
Land Value:	\$55,734
Exemption:	\$0.00
Code Area:	00004
Assessment No.	5453-005-022

Note: Delinquent amount(s) shown above are included in redemption amounts shown below.

7. Said property has been declared tax defaulted for non-payment of delinquent taxes for the fiscal year 2009, 2010, 2011, 2012, 2013, 2014, 2015:

Default No.: 5453-005-022

Amounts to redeem for the above stated fiscal year (and subsequent years, if any) are:

Amount: \$9,766.46
By: September 30, 2016

Amounts to redeem for the above stated fiscal year (and subsequent years, if any) are:

Amount: \$9,842.12
By: October 31, 2016

Amounts to redeem for the above stated fiscal year (and subsequent years, if any) are:

Amount: \$9,917.78
By: November 30, 2016

We are in the process of further researching the property taxes. Be aware that the amounts may change. We will supplement this report once our investigation is completed.

8. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2015 - 2016:

1st Installment: \$362.24 Delinquent
Penalty: \$36.22 (if not paid by December 10, 2015)
2nd Installment: \$362.24 Delinquent
Penalty: \$46.22 (if not paid by April 11, 2016)
Land Value: \$55,734
Exemption: \$0.00
Code Area: 00004
Assessment No. 5453-005-026

Note: Delinquent amount(s) shown above are included in redemption amounts shown below.

9. Said property has been declared tax defaulted for non-payment of delinquent taxes for the fiscal year 2009, 2010, 2011, 2012, 2013, 2014, 2015:

Default No.: 5453-005-026

Amounts to redeem for the above stated fiscal year (and subsequent years, if any) are:

Amount: \$9,766.46
By: September 30, 2016

Amounts to redeem for the above stated fiscal year (and subsequent years, if any) are:

Amount: \$9,842.12
By: October 31, 2016

Amounts to redeem for the above stated fiscal year (and subsequent years, if any) are:

Amount: \$9,917.78
By: November 30, 2016

We are in the process of further researching the property taxes. Be aware that the amounts may change. We will supplement this report once our investigation is completed.

10. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2015 - 2016:

1st Installment: \$2,151.07 Delinquent
Penalty: \$215.10 (if not paid by December 10, 2015)
2nd Installment: \$2,151.05 Delinquent
Penalty: \$225.10 (if not paid by April 11, 2016)
Land Value: \$322,000.00
Improvements: \$28,000.00
Exemption: \$0.00
Code Area: 00004
Assessment No. 5453-005-027

Note: Delinquent amount(s) shown above are included in redemption amounts shown below.

11. Said property has been declared tax defaulted for non-payment of delinquent taxes for the fiscal year 2009, 2010, 2011, 2012, 2013, 2014, 2015:

Default No.: 5453-005-027

Amounts to redeem for the above stated fiscal year (and subsequent years, if any) are:

Amount: \$40,123.05
By: September 30, 2016

Amounts to redeem for the above stated fiscal year (and subsequent years, if any) are:

Amount: \$40,475.93
By: October 31, 2016

Amounts to redeem for the above stated fiscal year (and subsequent years, if any) are:

Amount: \$40,828.81
By: November 30, 2016

We are in the process of further researching the property taxes. Be aware that the amounts may change. We will supplement this report once our investigation is completed.

12. Assessments, if any, for community facility districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.
13. 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 prior to Date of Policy.
14. Water rights, claims or title to water in or under said land, whether or not shown by the public records.

15. Covenants, conditions, and restrictions as set forth in instrument recorded in Book 2361, Page 315 of Deeds, in Book 2816, Page 140 of Deeds, in Book 3024, Page 269 of Deeds and in Book 3717, Page 38 of Deeds but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

Note: Section 12956.1 of the Government Code provides the following: If this document contains any restrictions based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

16. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$80,000.00
Dated: November 2, 1976
Trustor: Ruben M. Monge and Mary Lou Monge, husband and wife
Trustee: Bank of America National Trust and Savings Association
Beneficiary: Lois Ann Franks Ceissel, a married woman as her sole and separate property
Recorded: January 25, 1977 as instrument no.77-85788 of Official Records.
Loan No. None Shown

To avoid delays at the time of closing, please submit the original note, deed of trust, (Properly Executed) requested for reconveyance, and a final demand for pay-off executed by the record beneficiary.

In the event the demand is prepared by a servicing agent, the demand must be approved by the record beneficiary.

17. The matters contained in an instrument:

Dated: May 23, 2006
Entitled: Notice of Pending Lien

upon the terms therein provided.

Recorded: May 26, 2006 as Instrument No. 06-1169067 of Official Records

18. The matters contained in an instrument:

Dated: May 6, 2008
Entitled: Notice of Pending Lien

upon the terms therein provided.

Recorded: May 16 2008 as Instrument No. 20080876707 of Official Records

19. The matters contained in an instrument:

Dated: January 26, 2009
Entitled: Notice of Pending Lien

upon the terms therein provided.

Recorded: January 30, 2009 as Instrument No. 20090122812 of Official Records

20. The matters contained in an instrument:

Dated: April 17, 2009
Entitled: Notice of Pending Lien

upon the terms therein provided.

Recorded: April 24, 2009 as Instrument No. 20090601936 of Official Records

21. The matters contained in an instrument:

Dated: April 9, 2010
Entitled: Notice of Pending Lien

upon the terms therein provided.

Recorded: April 23, 2010 as Instrument No. 20100555158 of Official Records

22. The matters contained in an instrument:

Dated: January 14, 2011
Entitled: Notice of Pending Lien

upon the terms therein provided.

Recorded: February 4, 2011 as Instrument No. 20110196124 of Official Records

23. The matters contained in an instrument:

Dated: September 30, 2011
Entitled: Notice of Pending Lien

upon the terms therein provided.

Recorded: October 7, 2011 as Instrument No. 20111364773 of Official Records

24. The matters contained in an instrument:

Dated: September 7, 2011
Entitled: Notice of Lien

upon the terms therein provided.

Recorded: November 4, 2011 as Instrument No. 20111500549 of Official Records

25. The matters contained in an instrument:

Dated: August 31, 2012
Entitled: Notice of Pending Lien

upon the terms therein provided.

Recorded: September 21, 2012 as Instrument No. 20121424895 of Official Records

26. The matters contained in an instrument:

Dated: July 31, 2013
Entitled: Notice of Pending Lien

upon the terms therein provided.

Recorded: August 12, 2013 as Instrument No. 20131180597 of Official Records

27. Notice of Power to sell tax defaulted property for non-payment of delinquent taxes for the fiscal year of 2009 - 2010:

Default No.: 5453 005 021
Original Amount: \$654.25
Recorded: August 16, 2013
Instrument /File No.: 20131205124 of Official Records.

28. Notice of Power to sell tax defaulted property for non-payment of delinquent taxes for the fiscal year of 2009 - 2010:

Default No.: 5453 005 022
Original Amount: \$654.25
Recorded: August 16, 2013
Instrument /File No.: 20131205125 of Official Records.

29. Notice of Power to sell tax defaulted property for non-payment of delinquent taxes for the fiscal year of 2009 - 2010:

Default No.: 5453 005 023
Original Amount: \$1,410.77
Recorded: August 16, 2013
Instrument /File No.: 20131205660 of Official Records.

30. Notice of Power to sell tax defaulted property for non-payment of delinquent taxes for the fiscal year of 2009 - 2010:

Default No.: 5453 005 026
Original Amount: \$654.25
Recorded: August 16, 2013
Instrument /File No.: 20131205661 of Official Records.

31. The matters contained in an instrument:

Dated: January 16, 2014
Entitled: Notice of Pending Lien

upon the terms therein provided.

Recorded: February 7, 2014 as Instrument No. 20140139050 of Official Records

32. The matters contained in an instrument:

Dated: May 21, 2014
Entitled: Notice of Pending Lien

upon the terms therein provided.

Recorded: May 30, 2014 as Instrument No. 20140563438 of Official Records

33. Notice of Power to sell tax defaulted property for non-payment of delinquent taxes for the fiscal year of 2009 - 2010:

Default No.: 5453 005 027
Original Amount: \$3,187.88
Recorded: August 19, 2015
Instrument /File No.: 20151016859 of Official Records

34. Rights of tenants in possession of said land by reason of unrecorded leases. Kindly forward said lease, or a current certified tenant rent roll.

35. The Company will require that the attached "Owners Information Statement" be completed by the owner of the estate described or referred to in Schedule A immediately prior to the close of this transaction and be returned to us.

The purposes of the Owner's Information Sheet is to provide the Company with certain information that cannot necessarily be ascertained by making a physical inspection of the land.

36. Prior to the issuance of any policy of title insurance, this company will require the following documentation from the corporation named below:

Corporation: Monge Property Investments, Inc., a Corporation

- (a) A copy of the corporation By-Laws or Articles.
- (b) An original or certified copy of the Resolution authorizing the subject transaction.
- (c) If the Articles or By-Laws require approval by a "parent" organization, we will also require a copy of those By-Laws or Articles.
- (d) If an unincorporated association, a statement pursuant to applicable law (such as California Corporation Code Section 20002). The right is reserved to add requirements
- (e) It is in good standing and authorized to do business in the state.

37. The requirement that this company be provided a copy of the death certificate for Mary Lou Monte in order to eliminate her interest as a joint tenant acquired by that certain Grant Deed to Ruben M. Monge and Mary Lou Monge, husband and wife as joint tenants, recorded January 25, 1977.
38. Prior to the issuance of any policy of Title Insurance, we will require that Monge Property Investments, Inc., is re-instated and in good status with the State of California.

End of Schedule 'B'

NOTES AND REQUIREMENTS

NOTE 1: The requirement that this company be furnished with a Statement of Information from the party named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Party: ALL PARTIES

The company reserves the right to add additional items or make further requirements after review of the requested statement(s) 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 may appear to involve the party but in fact affect another party with the same and/or similar name be sure that the Statement of Information is essential and will be kept strictly confidential to this file.)

NOTE 2: If the contemplated transaction is a sale we will require that the Company be presented with a letter from the current Homeowner's Association stating that all liens/dues are current. If the contemplated transaction is the refinance of a Condominium or Planned Unit Development (PUD) that has an active Homeowner's Association, please request from the property owner a copy of their most recent Homeowner's Association Statement indicating their Homeowner's dues and/or assessments are paid to date.

NOTE 3: If any Deed of Trust in Favor of 'Private Parties' is to be omitted from Policy of Title Insurance, we will require that the original Note, Deed of Trust and properly executed and Notarized Request for Full Reconveyance be surrendered prior to the close of escrow. To avoid potential delays, please forward said document/s at least one week prior to close.

NOTE 4: Section 12413.1, California Insurance Code, commonly known as Assembly Bill 512, became effective January 1, 1990. This legislation deals with disbursement of funds deposited with any title entity acting in an escrow or subescrow capacity. The law requires that all funds deposited and collected by the title entity's escrow and/or subescrow account prior to disbursement of any funds. Some methods of funding may subject funds to a holding period which must expire before any funds may be disbursed. In order to avoid any such delays, all funding should be done through wire transfer, certified check or checks drawn on California financial institutions.

NOTE 5: On July 1, 1985 Assembly Bill 3132 became effective. Assembly Bill 3132 adds and repeals portions of sections 480.3 and 480.4 of the Revenue and Taxation Code of the State of California.

The act requires the County Assessor and/or Recorder to make available a statutorily prescribed form entitled 'Preliminary Change of Ownership Report'. Said report must be completed by the buyer and filed concurrently with the recordation of the documents evidencing the change of ownership. Failure to present the Change of Ownership Report at the time of recordation will cause the County Recorder to charge an additional \$20.00 penalty recording fee. The fee cannot be charged if the transfer document is accompanied by the affidavit stating that the buyer/transferee is not a resident of the State of California. This report is for official use only and is not open to public inspection.

For further information, contact the Change of Ownership Section in the Assessor's Office located in the County of said property or the County Recorder's Office located in the County of said property.

NOTE 6: If applicable, please note the following: The land referenced to in this Preliminary Report was identified in the order application only by street address or assessor's parcel number. This land has been located on the attached map. The use of a street address or assessor's parcel number creates an uncertainty as to the correct legal description for the land involved in your transaction. Please review the map. Is the correct land located on the map? If your transaction involves other land, more land or less land than indicated on the map you should advise your title officer or escrow officer immediately.

NOTE 7: Effective November 1, 2014, USA National Title Company in response to the new CFPB Regulations and the request of a number of institutional lenders will be discontinuing its procedure of averaging and aggregating the recording charges and the recording service fee.

The new procedure will be to invoice the actual recording fees charged by the various County Recorders, and invoice a separate charge of \$17.00 per file for the Recording Service Fee.

All Deeds require a Preliminary Change of Ownership form (PCOR). In the event the PCOR is not attached or is incomplete and not accepted by the County Recorder an additional fee of \$20 will apply.

NOTE 8: Commencing November 1, 2014 our wire/overnight processing fees will be as follows:

The below wire fees are inclusive of our service/processing fees, and any charges we may incur from our bank as well as overnight/expedited delivery charges in the event a recipient does not accept fed wire transactions.

Residential Refinance transactions will be charged a flat wire/overnight processing fee of \$30.00 for up to 4 wires. Each additional wire will be charged a wire processing fee of \$10.

Residential Purchase transactions will be charged a flat wire/overnight processing fee of \$60.00 for up to 8 wires. Each additional wire will be charged a wire processing fee of \$10.

Above wire/overnight processing fees do not apply to Commercial Property or Construction Loan transactions. For those transactions the wire processing fee will be \$15 per wire.

NOTE 9: If this transaction is a 'SHORT SALE' USA National Title Company will require the following items be submitted for our review, verification, and approval 'prior' to closing. Based on the documentation presented to the company, USA National reserves the right to request additional documentation prior to closing. Please utilize these guidelines in order to prevent delays in closing the transaction.

Whenever possible, please advise the Listing Agent or Short Sale Negotiator to submit the Title Officer named in this Preliminary Report to the Short Sale Lender or into any online system the Short Sale Lender may utilize as an authorized person for the purpose of allowing the lender to provide them with information regarding the transaction.

Valid and Current Demands or Releases from **ALL RECORDED LIEN HOLDERS** (Deeds of Trust, Judgments, Tax Liens, HOA Liens, City and County Liens, etc...). Expired demands will not be accepted and therefore new demands or extensions from the lender(s) or creditor(s) will be required prior to closing.

A copy of the negotiated '**SHORT SALE APPROVAL LETTER(S)**'.

A separate **HUD APPROVAL LETTER** or email from the lender(s) approving the HUD.

A HUD APPROVAL LETTER or email **cannot** be considered the lender's extension of the SHORT SALE closing date, unless the approval letter or email specifically makes that statement. Otherwise an email extension or new approval letter extending the closing date will be required.

A copy of the HUD that was submitted to the lender(s) or credit(s) to receive the approval.

A Certified Copy of the Final HUD to accompany closing documentation for the SHORT SALE LENDER(S). Funds will not be disbursed until the Final HUD has been submitted.

If the property is the subject of a foreclosure and the Trustee's Sale is scheduled, in order to afford sufficient time to effectuate the payoff and make sure the Trustee's Sale is cancelled, **USA National Title requests that the Trustee's Sale be postponed if the scheduled Sale Date is within 3 days of the proposed closing date.**

All Demands should be signed by the Owner(s). This has become a requirement of many of the Short Sale Lenders.

USA National Title will require specific Releases or an **Order from the Bankruptcy Court** avoiding any liens that attach the property regardless of whether the Owner may have discharged them in Bankruptcy. Additionally, if the Owner has filed Bankruptcy, we will require proof the Bankruptcy case is closed or a copy of the **Order Abandoning the Property** or an **Order from the Bankruptcy Court authorizing the Sale and its terms** prior to recording and insuring. **A Relief of Automatic Stay is not sufficient for this purpose.**

ALL LIEN HOLDERS must approve in writing any payment to another **LIEN HOLDER** that is subordinate/junior to their LIEN. A HUD approval is sufficient, provided RECORDED LIENS are shown as such on the HUD, along with any additional contributions by the Seller(s), Buyer(s) and Broker(s) and not merely as additional closing costs.

ALL contributions from the SELLERS, BUYERS, or BROKERS to close the transaction need to be approved by the SHORT SALE LENDER(S) and disclosed on the HUD that is being submitted for approval.

In the event the buyer of the property intends to resell this property within a short period of time, depending on the circumstances at the time of the resale USA National 'may require' the SHORT SALE DEED/S OF TRUST be reconveyed prior to the issuance of any future policy of title insurance. Please be advised USA National has no control over if or when a lender may issue their reconveyance.

NOTE 10: The Homeowner's Policy applies only if each insured named in Schedule A is a Natural Person (as Natural Person is defined in said policy) or if the property qualifies. If each insured to be named in Schedule A is not such a Natural Person or the property does not qualify, then a CLTA Owners Policy or 2006 ALTA Owners Policy will be issued with the following exceptions:

1. (a). Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; (b) proceedings by a public agency 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 which 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.



USA National Title Company, Inc.

301 N. Lake Avenue #550

Pasadena, CA 91101

Phone (877) 908-5220 Fax (626) 773-7606

www.usanationaltitle.com

PRIVACY ACT NOTICE

Title Number: **071634742**
Title Officer: **Randy Viall**

Date: August 31, 2016

USA National Title Company, has prepared this Privacy Act Notice to comply with the Gramm-Leach-Bliley Act, Public Law 106-102 and to inform you regarding its collection, storage and use of information that you and others give it during the processing of your escrow transaction. The information in this Privacy Act Notice applies to Escrow Holder's current and former clients.

1. Categories of Information Title Collects. We collect nonpublic personal information about you from the following sources:

A. Information from you in letters and other communications as well as in forms including Statement of Identity, data collection regarding the financial status of the property or you and on other forms; and

B. Information directly from third parties including real estate sales agent brokers, mortgage companies and lenders, title companies, contractors, bookkeepers and accountants, attorneys, homeowners associations, insurance agents, federal, state or local tax or government authorities or from officers who may give us information on forms by other methods including but not limited to, telephone, e-mail, facsimile transmission.

2. Categories of Parties To Whom Title Discloses. We may disclose nonpublic personal information about you to the following types of third parties:

A. Financial service providers such as title insurance and underwritten title companies, mortgage companies and lenders as well as insurance agents and companies associated with your escrow transaction.

B. Nonfinancial companies such as homeowners associations, attorneys, bookkeepers, and accountants, federal, state or local tax or government authorities, real estate sales agents and brokers associated with your escrow transaction.

C. Service providers including contractors, structural pest control operator, others rendering services to you or the real property or business that is the subject of this escrow transaction.

We may also disclose nonpublic personal information about you to nonaffiliated third parties as permitted by law. Otherwise, we do not disclose personal or confidential information to anyone outside our company without your consent. We will adhere to the privacy policies and practices as described in this Privacy Act Notice.

We restrict access to our personal and title file information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. Your information is stored in a secure place on a secure computer and in physical files. When we replace computers, we erase old disks or reformat them before disposal. When we dispose of old physical paper files, we have it shredded and recycled by a bonded security company.

You may direct all questions regarding the policies set forth in this Privacy Act Notice to your Title Officer.

FACTS

WHAT DOES NORTH AMERICAN TITLE GROUP, INC. FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and income • transaction history and payment history • purchase history and account balances <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons North American Title Group, Inc. Family of Companies ("NATG") choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does NATG share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call 1 (888) 444-7766, extension 6585
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Who we are	
Who is providing this notice?	The North American Title Group, Inc. Family of Companies (identified below), such as home owners insurance and home mortgage companies.
What we do	
How does NATG protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does NATG collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • apply for financing or provide employment information • provide account information or show your government issued ID • give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include the companies listed below.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our or their own behalf, consumer reporting agencies, and others.</i> • <i>NATG does not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>NATG doesn't jointly market.</i>

Our Affiliates. The North American Title Group, Inc. Family of Companies is:

North American Title Company
North American Title Insurance Company
North American Title Alliance, LLC
North American Title Florida Alliance, LLC
North American Services, LLC
North American Title Agency

North American Abstract Agency
NASSA, LLC
North American Title, LLC
North American Advantage Insurance Services, LLC
North American National Title Solutions, LLC
North American Exchange Company



301 N. Lake Avenue #550
Pasadena, CA 91101
Tel: (877) 908-5220 Fax: (626) 773-7606
E-mail: tu30@usa-ntc.com

LENDERS SUPPLEMENTAL REPORT

Order No.: 071634742-30

LENDERS SUPPLEMENTAL REPORT

WE WISH TO REPORT THE FOLLOWING ITEMS, RELATING TO THE ISSUANCE OF AN AMERICAN LAND TITLE ASSOCIATION LOAN POLICY:

NOTE 1: NONE OF THE ITEMS SHOWN HEREIN WILL CAUSE THE COMPANY TO DECLINE TO ATTACH CLTA ENDORSEMENT FORM 100 TO AN ALTA LOAN POLICY WHEN ISSUED.

NOTE 2: THE COMPANY IS NOT AWARE OF ANY MATTERS WHICH WOULD CAUSE IT TO DECLINE TO ATTACH THE CLTA ENDORSEMENT FORM 116 INDICATING THAT THERE IS LOCATED ON SAID LAND: **A commercial property, more commonly known as: 910 North San Fernando Road, City of Los Angeles, County of Los Angeles, State of California 90065.**

NOTE 3: THE FOLLOWING IS REPORTED FOR INFORMATION PURPOSES ONLY. THE ONLY CONVEYANCE(S) AFFECTING SAID LAND WITHIN **TWENTY FOUR (24)** MONTHS OF THE DATE OF THIS REPORT ARE AS FOLLOWS: **NONE.**



www.usanationaltitle.com

301 N. Lake Avenue #550 Pasadena, CA 91101 (877) 908-5220 Fax (626) 773-7606

ATTENTION ESCROW/LOAN OFFICER:

For your convenience, if needed:

Enclosed is an **Exhibit 'A'**, which contains the legal description of the subject property, to be attached to the documents being prepared for recordation with the County Records' Office.

EXHIBIT 'A'

Lots 167, 168, 169, 170, 173 and 174 of Robert Marsh and Co's Cottage Home Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 7, Page 108 of Maps, in the office of the County Recorder of said county.

APN: 5453-005-021, 5453-005-022, 5453-005-023, 5453-005-026, 5453-005-027

OWNERS TITLE AFFIDAVIT

County of **Los Angeles**)
State of California)

The undersigned hereby states that:

1. The undersigned is the owner of real property commonly known as

(the 'property') more particularly described in the PRELIMINARY REPORT dated _____
bearing Order No. **071634742**.

2. The undersigned's possession of the property has been peaceful and undisturbed and the title thereto has never been disputed, questioned or rejected, nor insurance thereof refused. I know of no facts by reason of which said possession or title might be called into question, or by reason of which any part of the property, or any interest therein adverse to it might be set up.

3. There are no defects, liens, encumbrances, adverse claims or other matters affecting title to the property, recorded or unrecorded, other than those matters set forth in said PRELIMINARY REPORT.

4. There are no parties entitled to possession of the property other than the following:

1. _____
2. _____
3. _____
4. _____
5. _____

Please check one:

___ THE ABOVE TENANTS HAVE NO RIGHTS OF FIRST REFUSAL OR OPTIONS TO PURCHASE THE PROPERTY.

___ THE ABOVE TENANTS HAVE RIGHTS OF FIRST REFUSAL OR OPTIONS TO PURCHASE THE PROPERTY.

5. No proceedings in bankruptcy have ever been instituted by or against the undersigned in any court of law of before any officer of any court in any state or territory of the United States, nor has the undersigned made, at any time, an assignment for the benefit of creditors, nor an assignment, now in effect, of the rents of the property or any part thereof.

6. There has been no work done, services rendered or materials furnished at the behest of the undersigned in connection with repairs, improvements or alterations or any similar activity at the property within 120 days prior to this date, except:

and there are no outstanding claims or persons entitled to claim for mechanics or materialman liens against said property except:

This affidavit is made for the purpose of inducing USA National Title to insure title to the property without exception to any claims arising from the matters referred to herein. The undersigned hereby indemnifies and holds USA National Title harmless from any loss or damage which it may sustain under its policies of title insurance to the extent any of the information contained herein is incorrect.

By _____ By _____

Exhibit A (Revised 06-03-11)

**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, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
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 policy 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.

LIMITATIONS ON COVERED RISKS

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

* For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

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

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

1. (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; (b) proceedings by a public agency 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 which 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.

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

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

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

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

EXCEPTIONS FROM COVERAGE

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

1. (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; (b) proceedings by a public agency 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 which are not shown by the Public Records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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.

**USA NATIONAL TITLE COMPANY
STATEMENT OF INFORMATION**

CONFIDENTIAL INFORMATION STATEMENT TO BE USED IN CONNECTION WITH ORDER NO: 071634742

COMPLETION OF THIS FORM WILL EXPEDITE YOUR ORDER AND WILL HELP PROTECT YOU.

THE STREET ADDRESS of the property in this transaction is:

IF NONE LEAVE BLANK

ADDRESS _____ **CITY** _____

IMPROVEMENTS: ☐ SINGLE RESIDENCE ☐ MULTIPLE RESIDENCE ☐ COMMERCIAL

OCCUPIED BY: ☐ OWNER ☐ LESSEE ☐ TENANTS

ANY PORTION OF NEW LOAN FUNDS TO BE USED FOR CONSTRUCTION ☐ YES ☐ NO

NAME			SPOUSES NAME		
FIRST	MIDDLE	LAST	FIRST	MIDDLE	LAST
BIRTHPLACE			BIRTHPLACE		
BIRTH DATE			BIRTH DATE		
I HAVE LIVED IN CALIFORNIA SINCE			I HAVE LIVED IN CALIFORNIA SINCE		
SOCIAL SECURITY NUMBER			SOCIAL SECURITY NUMBER		
DRIVERS LICENSE NO.			DRIVER'S LICENSE NO.		
WIFE'S MAIDEN NAME					
WE WERE MARRIED ON			AT		

RESIDENCE(S) FOR LAST 10 YEARS

NUMBER AND STREET	CITY	FROM	TO
NUMBER AND STREET	CITY	FROM	TO
NUMBER AND STREET	CITY	FROM	TO
NUMBER AND STREET	CITY	FROM	TO

OCCUPATION(S) FOR LAST 10 YEARS

HUSBAND			
PRESENT OCCUPATION	FIRM NAME	ADDRESS	NO. OF YEARS
PRIOR OCCUPATION	FIRM NAME	ADDRESS	NO. OF YEARS
PRIOR OCCUPATION	FIRM NAME	ADDRESS	NO. OF YEARS
WIFE			
PRESENT OCCUPATION	FIRM NAME	ADDRESS	NO. OF YEARS
PRIOR OCCUPATION	FIRM NAME	ADDRESS	NO. OF YEARS
PRIOR OCCUPATION	FIRM NAME	ADDRESS	NO. OF YEARS

FORMER MARRIAGES: IF NO FORMER MARRIAGES, WRITE 'NONE' _____

NAME OF FORMER SPOUSE _____

IF DECEASED: DATE _____ WHERE _____

CURRENT LOAN ON PROPERTY

PAYMENTS ARE BEING MADE TO:
1. _____ 2. _____
3. _____

HOMEOWNERS ASSOCIATION _____ NUMBER () _____

DATE _____ SIGNATURE _____
HOME PHONE _____ BUSINESS PHONE _____

EXHIBIT "8"

In re Monge Property Investments, Inc., United States Bankruptcy Court, Central District of California, Los Angeles Division, Case No. 2:12-bk-29275-TD; Debtor-In-Possession's Second Motion for an Order: 1) Authorizing Sale of the Property Located at 910 North San Fernando Road, Los Angeles, CA; 2) Ordering that the Sale Be Free and Clear of Any Claims and Interests of the Parties Named in this Motion; 3) Authorizing Payment to Real Estate Broker; and 4) Approving Sale Without Overbidding

LAWYERS TITLE INSURANCE CORPORATION

RECORDING REQUESTED BY

BANK OF AMERICA
NATIONAL TRUST AND SAVINGS ASSOCIATION

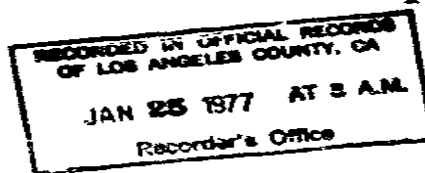
Lincoln Heights #327

AND WHEN RECORDED MAIL TO

Lois Ann Franks Geissel
4039 Wooderove Avenue
Covina, Ca. 91722

Escrow No. 327-9882

11- 85738



SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS
adopting and including by reference certain provisions of a deed of trust recorded in the counties named herein
A copy of said provisions is set forth on the reverse hereof.

This Deed of Trust, made this 2nd day of November, 1976Between RUBEN M. MONGE and MARY LOU MONGE, husband and wife,of 1314 Brightwood Street in the City of Montarey Park,County of Los Angeles, State of California
herein called TRUSTOR, BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association, herein called
TRUSTEE, and LOIS ANN FRANKS GEISSEL, a married woman, as her sole and separate property.

Witnesseth: That Trustor irrevocably GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that
that property in Los Angeles County, California,
described as: Lots 167, 168, 169, 170, 173 and 174 of Robert Marsh And Co's Cottage Home

Tract, as per map recorded in Book 7 Page 108 of Maps, in the office of the County
Recorder of said County.

this is a purchase money 1st deed of trust and is given to secure a portion of the
purchase price of the within described property.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary
by Section B, Paragraph 5, of the provisions adopted and included herein by reference to collect and apply such rents, issues and profits.

For the purpose of Securing (1) payment of the indebtedness evidenced by one promissory note of even date herewith in the
principal sum of \$50,000.00, payable to Beneficiary or order, and (2) the performance of each agreement
of Trustor adopted and included by reference or contained herein.

By the execution and delivery of this Deed of Trust and the note secured hereby the parties hereto agree that there
are adopted and included herein for any and all purposes by reference as though the same were written in full herein the provisions of Section A, including
Paragraphs 1 through 5 thereof, and of Section B, including Paragraphs 1 through 9 thereof, of that certain fictitious Deed of Trust recorded in the official
records in the office of the County Recorder of Sacramento County on April 18, 1950, in book 1814 at page 586 and in the official records in the office of
the County Recorder of Santa Clara County on April 18, 1950, in book 327 at page 1, and in the official records in the offices of the County Recorders of the
following counties on April 17, 1950, in the books and at the pages designated after the name of each county:

COUNTY	Book	Page	COUNTY	Book	Page	COUNTY	Book	Page	COUNTY	Book	Page
Alameda	5080	519	Kern	1634	347	Nevada	149	199	Santa Cruz	767	498
Alpine	F	71	Kings	454	10	Orange	1099	492	Santa	1	202
Amador	42	76	Lake	206	449	Placer	566	647	Siskiyou	257	334
Butte	544	145	Lassen	69	140	Plumas	37	79	Siskiyou	527	21
Calaveras	100	107	Los Angeles	10075	201	San Bernardino	1191	271	Siskiyou	100	200
Colusa	166	2	Madera	491	62	San Benito	149	606	Stanislaus	1000	1
Contra Costa	7532	32	Marin	647	154	San Bernardino	2562	143	Sutter	321	30
Del Norte	31	475	Mariposa	31	306	San Diego	3584	100	Tehama	210	308
El Dorado	275	485	Mendocino	267	53	San Francisco	5433	490	Trinity	40	420
Essex	2835	75	Merced	981	44	San Joaquin	1240	432	Tulare	1437	411
Glenn	244	815	Modoc	82	341	San Luis Obispo	260	354	Yuba	47	119
Humboldt	127	442	Mono	27	83	San Mateo	1838	193			
Imperial	772	126	Monterey	1210	132	Santa Barbara	911	491			
Inyo	83	1	Napa	331	100	Santa Clara	1962	33			

A copy of said provisions adopted and included herein by reference is set forth on the reverse hereof.
For any statement regarding the obligation secured hereby, Beneficiary may charge the maximum amount permitted by law at the time of the request therefore.
The undersigned trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at his address given above, five years
after issuance of a Full Reconveyance Trustee may destroy said Note and Deed of Trust.

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.
On this 3rd day of December, 1976,
before me, the undersigned
in and for said County, personally appeared Ruben M. Monge
and Mary Lou Monge

known to me to be the persons whose name(s) are
subscribed to the within instrument, and acknowledged that they
executed the same.

WITNESS my hand and official seal

Notary Public in and for said County and State

My Commission expires 19
(I declare by a separate filing the verified form of acknowledgment may be used)

Signature of Trustee

Ruben M. Monge
Ruben M. Monge

Mary Lou Monge
Mary Lou Monge



(This is the official notary seal)

END OF RECORDED DOCUMENT

EXHIBIT "9"

In re Monge Property Investments, Inc., United States Bankruptcy Court, Central District of California, Los Angeles Division, Case No. 2:12-bk-29275-TD; Debtor-In-Possession's Second Motion for an Order: 1) Authorizing Sale of the Property Located at 910 North San Fernando Road, Los Angeles, CA; 2) Ordering that the Sale Be Free and Clear of Any Claims and Interests of the Parties Named in this Motion; 3) Authorizing Payment to Real Estate Broker; and 4) Approving Sale Without Overbidding

This page is part of your document - DO NOT DISCARD

06 1169067

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

9:21 AM MAY 26 2006

TITLE(S) : _____



FEE

D.T.T.

FREE 1 D

CODE
20

CODE
19

CODE
9

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:
CITY OF LOS ANGELES

06 1169067

WHEN RECORDED MAIL TO:

Department of Building and Safety
Financial Services Division
201 N. Figueroa St., 9th Floor
Los Angeles, CA 90012

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF PENDING LIEN

APN# 5453-005-023
AKA 910 N SAN FERNANDO ROAD
LOS ANGELES

Notice is hereby given that, pursuant to the provisions of Section 98.0402 of Division 4 of Article 8 of Chapter IX of the Los Angeles Municipal Code (LAMC), the City of Los Angeles has incurred the cost of inspections of the property described below. The City of Los Angeles intends to impose a lien against the property described below to recover the cost of such inspections, plus appropriate fees and fines, as authorized by LAMC Section 98.0402 and Section 7.35.5 of Article 4.6 of Chapter I of Division 7 of the Los Angeles Administrative Code, upon confirmation of the City Council.

For further information regarding this notice and the status of Department proceedings, please contact Nancy Truong of the Department of Building and Safety between 9:00 a.m. and 11:00 a.m., Monday through Friday. (Invoice No. 4182258)

Telephone Number: (213) 482-6890

Office Location: 201 N. Figueroa St., Suite 940

The property subject to this Notice of Pending Lien is that certain real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

ROBERT MARSH AND CO'S COTTAGE HOME TRACT 169 M B 7-108

ROBERT MARSH AND CO'S COTTAGE HOME TRACT 170 M B 7-108

THIS NOTICE WILL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE CITY OF LOS ANGELES RECORDS A SUBSEQUENT NOTICE OF TERMINATION OF PENDING LIEN OR A NOTICE OF LIEN.

DATED: This 23rd Day of May, 2006

MONGE PROPERTY INVESTMENTS INC
1314 BRIGHTWOOD ST
MONTEREY PARK CA, 91754

CITY OF LOS ANGELES
ANDREW A. ADELMAN, P.E.
General Manager, Department of Building and Safety

By Grace Harper
Grace Harper, Bureau Chief
Resource Management Bureau

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20080876707

Pages:
002



Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

Fee: 0.00

Tax: 0.00

Other: 0.00

Total: 0.00

05/16/08 AT 10:08AM

1954488 200805160010035 Mail

TITLE(S) :



L E A D S H E E T

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

E486488

THIS FORM IS NOT TO BE DUPLICATED

05/16/08

RECORDING REQUESTED BY
CITY OF LOS ANGELES

WHEN RECORDED MAIL TO:

Department of Building and Safety
Financial Services Division
201 N. Figueroa St., 9th Floor
Los Angeles, CA 90012

20080876707

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF PENDING LIEN

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For further information regarding this notice and the status of Department proceedings, please contact Nancy Truong of the Department of Building and Safety between 9:00 a.m. and 11:00 a.m., Monday through Friday. (Invoice No. 4429669)

Telephone Number: (213) 482-6890

Office Location: 201 N. Figueroa St., Suite 940

The property subject to this Notice of Pending Lien is that certain real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

ROBERT MARSH AND CO'S COTTAGE HOME TRACT 169 M B 7-108

ROBERT MARSH AND CO'S COTTAGE HOME TRACT 170 M B 7-108

THIS NOTICE WILL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE CITY OF LOS ANGELES RECORDS A SUBSEQUENT NOTICE OF TERMINATION OF PENDING LIEN OR A NOTICE OF LIEN.

APN 5453-005-023

AKA 910 N SAN FERNANDO ROAD
LOS ANGELES

Owner:

MONGE PROPERTY INVESTMENTS INC
1314 BRIGHTWOOD ST
MONTEREY PARK CA, 91754

DATED: This 06th Day of May, 2008

CITY OF LOS ANGELES

ANDREW A. ADELMAN, P.E.

General Manager, Department of Building and Safety

By

Karen Penner, Acting Bureau Chief
Resource Management Bureau

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20090122812



Pages:
0002

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

01/30/09 AT 12:41PM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00

TITLE(S) : NOTICE



LEADSHEET



200901300830013



001199859

SEQ:
20

DAR - Mail (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

2

RECORDING REQUESTED BY:
CITY OF LOS ANGELES

WHEN RECORDED MAIL TO:

Department of Building and Safety
Financial Services Division
201 N. Figueroa St., 9th Floor
Los Angeles, CA 90012



SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF PENDING LIEN

Notice is hereby given that, pursuant to the provisions of Section 98.0402 of Division 4 of Article 8 of Chapter IX of the Los Angeles Municipal Code (LAMC), the City of Los Angeles has incurred the cost of inspections of the property described below. The City of Los Angeles intends to impose a lien against the property described below to recover the cost of such inspections, plus appropriate fees and fines, as authorized by LAMC Section 98.0402 and Section 7.35.5 of Article 4.6 of Chapter I of Division 7 of the Los Angeles Administrative Code, upon confirmation of the City Council.

For further information regarding this notice and the status of Department proceedings, please contact Nancy Truong of the Department of Building and Safety between 9:00 a.m. and 11:00 a.m., Monday through Friday. (Invoice No. 4526940)

Telephone Number: (213) 482-6890

Office Location: 201 N. Figueroa St., Suite 940

The property subject to this Notice of Pending Lien is that certain real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

ROBERT MARSH AND CO'S COTTAGE HOME TRACT 169 M B 7-108

ROBERT MARSH AND CO'S COTTAGE HOME TRACT 170 M B 7-108

THIS NOTICE WILL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE CITY OF LOS ANGELES RECORDS A SUBSEQUENT NOTICE OF TERMINATION OF PENDING LIEN OR A NOTICE OF LIEN.

APN 5453-005-023

AKA 910 N SAN FERNANDO ROAD
LOS ANGELES

Owner:
MONGE PROPERTY INVESTMENTS INC
1314 BRIGHTWOOD ST
MONTEREY PARK CA, 91754

DATED: This 26th Day of January, 2009

CITY OF LOS ANGELES
ANDREW A. ADELMAN, P.E.
General Manager, Department of Building and Safety

By *Karen Penner*
Karen Penner, Bureau Chief
Resource Management Bureau

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20100555158



Pages:
0002

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

04/23/10 AT 11:05AM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00



LEADSHEET



201004230770033

00002259374



002648330

SEQ:
22

DAR - Mail (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:
CITY OF LOS ANGELES

WHEN RECORDED MAIL TO:

Department of Building and Safety
Financial Services Division
201 N. Figueroa St., 9th Floor
Los Angeles, CA 90012



SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF PENDING LIEN

Notice is hereby given that, pursuant to the provisions of Section 98.0402 of Division 4 of Article 8 of Chapter IX of the Los Angeles Municipal Code (LAMC), the City of Los Angeles has incurred the cost of inspections of the property described below. The City of Los Angeles intends to impose a lien against the property described below to recover the cost of such inspections, plus appropriate fees and fines, as authorized by LAMC Section 98.0402 and Section 7.35.5 of Article 4.6 of Chapter I of Division 7 of the Los Angeles Administrative Code, upon confirmation of the City Council.

For further information regarding this notice and the status of Department proceedings, please contact Nancy Truong of the Department of Building and Safety between 9:00 a.m. and 11:00 a.m., Monday through Friday. (Invoice No. 4827678) ;

Telephone Number: (213) 482-6890

Office Location: 201 N. Figueroa St., Suite 940

The property subject to this Notice of Pending Lien is that certain real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

ROBERT MARSH AND CO'S COTTAGE HOME TRACT 169 M B 7-108

ROBERT MARSH AND CO'S COTTAGE HOME TRACT 170 M B 7-108

THIS NOTICE WILL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE CITY OF LOS ANGELES RECORDS A SUBSEQUENT NOTICE OF TERMINATION OF PENDING LIEN OR A NOTICE OF LIEN.

APN 5453-005-023

AKA 910 N SAN FERNANDO ROAD
LOS ANGELES

Owner:

INVESTMENTS INC. MONGE PROPERTY
1314 BRIGHTWOOD ST
MONTEREY PARK CA, 91754

DATED: This 09th Day of April, 2010

CITY OF LOS ANGELES

By
Karen Penner

Karen Penner, Bureau Chief
Resource Management Bureau

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20110196124



Pages:
0002

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

02/04/11 AT 09:42AM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00



LEADSHEET



201102040010003

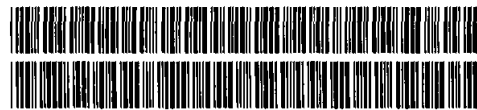
00003711060



003142472

SEQ:
39

DAR - Mail (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY
CITY OF LOS ANGELES

WHEN RECORDED MAIL TO

Department of Building and Safety
Financial Services Division
201 N. Figueroa St., 9th Floor
Los Angeles, CA 90012



SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF PENDING LIEN

Notice is hereby given that, pursuant to the provisions of Section 98.0402 of Division 4 of Article 8 of Chapter IX of the Los Angeles Municipal Code (LAMC), the City of Los Angeles has incurred the cost of inspections of the property described below. The City of Los Angeles intends to impose a lien against the property described below to recover the cost of such inspections, plus appropriate fees and fines, as authorized by LAMC Section 98.0402 and Section 7.35.5 of Article 4.6 of Chapter I of Division 7 of the Los Angeles Administrative Code, upon confirmation of the City Council.

For further information regarding this notice and the status of Department proceedings, please contact Nancy Truong of the Department of Building and Safety between 9.00 a.m. and 11.00 a.m., Monday through Friday. (Invoice No. 4979920)

Telephone Number: (213) 482-6890

Office Location: 201 N. Figueroa St., Suite 940

The property subject to this Notice of Pending Lien is that certain real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

ROBERT MARSH AND CO'S COTTAGE HOME TRACT 169 M B 7-108

ROBERT MARSH AND CO'S COTTAGE HOME TRACT 170 M B 7-108

THIS NOTICE WILL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE CITY OF LOS ANGELES RECORDS A SUBSEQUENT NOTICE OF TERMINATION OF PENDING LIEN OR A NOTICE OF LIEN.

APN 5453-005-023
AKA 910 N SAN FERNANDO ROAD
LOS ANGELES

Owner.

MONGE PROPERTY INVESTMENTS INC
1314 BRIGHTWOOD ST
MONTEREY PARK CA, 91754

DATED This 14th Day of January, 2011

CITY OF LOS ANGELES

By

A handwritten signature in cursive script, appearing to read "Karen Pennera", written over a horizontal line.

Karen Pennera, Acting Bureau Chief
Resource Management Bureau

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20111364773



Pages:
0002

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

10/07/11 AT 09:36AM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00



LEADSHEET



201110070010013

00004777508



003549970

SEQ:
60

DAR - Mail (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:
CITY OF LOS ANGELES

WHEN RECORDED MAIL TO:

Department of Building and Safety
Financial Services Division
201 N. Figueroa St., 9th Floor
Los Angeles, CA 90012



SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF PENDING LIEN

Notice is hereby given that, pursuant to the provisions of Section 98.0402 of Division 4 of Article 8 of Chapter IX of the Los Angeles Municipal Code (LAMC), the City of Los Angeles has incurred the cost of inspections of the property described below. The City of Los Angeles intends to impose a lien against the property described below to recover the cost of such inspections, plus appropriate fees and fines, as authorized by LAMC Section 98.0402 and Section 7.35.5 of Article 4.6 of Chapter I of Division 7 of the Los Angeles Administrative Code, upon confirmation of the City Council.

For further information regarding this notice and the status of Department proceedings, please contact Nancy Truong of the Department of Building and Safety between 9:00 a.m. and 11:00 a.m., Monday through Friday. (Invoice No. 5231036)

Telephone Number: (213) 482-6890

Office Location: 201 N. Figueroa St., Suite 940

The property subject to this Notice of Pending Lien is that certain real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

ROBERT MARSH AND CO'S COTTAGE HOME TRACT 169 M B 7-108

ROBERT MARSH AND CO'S COTTAGE HOME TRACT 170 M B 7-108

THIS NOTICE WILL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE CITY OF LOS ANGELES RECORDS A SUBSEQUENT NOTICE OF TERMINATION OF PENDING LIEN OR A NOTICE OF LIEN.

APN 5453-005-023
AKA 910 N SAN FERNANDO ROAD
LOS ANGELES

Owner:

MONGE PROPERTY INVESTMENTS INC
1314 BRIGHTWOOD ST
MONTEREY PARK CA, 91754

DATED: This 30th Day of September, 2011

CITY OF LOS ANGELES

By *Steve Ongele*
Steve Ongele, Bureau Chief
Resource Management Bureau

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20111500549



Pages:
0002

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

11/04/11 AT 02:06PM

FEES :	0.00
TAXES :	0.00
OTHER :	0.00
PAID :	0.00



LEADSHEET



201111040020086

00004904856



003601768

SEQ:
12

DAR ~ Mail (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:
CITY OF LOS ANGELES

WHEN RECORDED MAIL TO:

Department of Building and Safety
Financial Services Division
201 N. Figueroa St., 9th Floor
Los Angeles, CA 90012



SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF LIEN

APN # 5453-005-023

AKA: 910 NORTH SAN FERNANDO ROAD, LOS ANGELES, CA

Pursuant to the authority vested by the provisions of Section 98.0402 of Division 4 of Article 8 of Chapter IX of the Los Angeles Municipal Code and Section 7.35.1 et seq. of Article 4.6 of Chapter I of Division 7 of the Los Angeles Administrative Code, and pursuant to the confirmation of the City Council on August 17, 2011, the City of Los Angeles hereby claims a lien in the sum \$ 4,307.55, against the property described below to recover inspection costs, plus appropriate fees and fines, incurred in relation to the property, located at:

AKA: 910 NORTH SAN FERNANDO ROAD, LOS ANGELES, CA

The property subject to this Notice of Lien is that certain real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lot 170, Block B, Robert Marsh and Co's Cottage Home Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 7, Page(s) 108 of Maps, in the office of the County Recorder of said County. (Full legal description on file in the Department of Building and Safety, Financial Services Division, 201 N. Figueroa St., 9th Floor, Los Angeles, 90012)

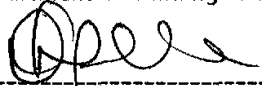
**THIS LIEN WILL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE
CITY OF LOS ANGELES RECORDS A SUBSEQUENT RELEASE OF LIEN.**

OWNER(S):

MONGE PROPERTY INVESTMENTS, INC.
1314 BRIGHTWOOD STREET
MONTEREY PARK, CA 91754

DATED: This 7th Day of September, 2011

CITY OF LOS ANGELES
Department of Building and Safety

By 
Steve Ongale, Chief
Resource Management Bureau

9w

This page is part of your document - DO NOT DISCARD



20121424895

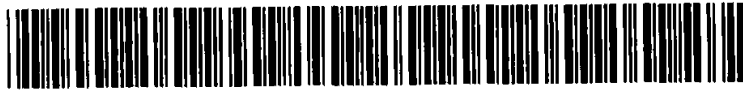


Pages:
0002

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

09/21/12 AT 01:54PM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00



LEADSHEET



201209210840106

00006474516



004296868

SEQ:
03

DAR - Courier (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

E123753

RECORDER MEMO: This COPY is NOT an OFFICIAL RECORD.

RECORDING REQUESTED BY:
CITY OF LOS ANGELES

WHEN RECORDED MAIL TO:

Department of Building and Safety
Financial Services Division
201 N. Figueroa St., 9th Floor
Los Angeles, CA 90012



SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF PENDING LIEN

Notice is hereby given that, pursuant to the provisions of Section 98.0402 of Division 4 of Article 8 of Chapter IX of the Los Angeles Municipal Code (LAMC), the City of Los Angeles has incurred the cost of inspections of the property described below. The City of Los Angeles intends to impose a lien against the property described below to recover the cost of such inspections, plus appropriate fees and fines, as authorized by LAMC Section 98.0402 and Section 7.35.5 of Article 4.6 of Chapter I of Division 7 of the Los Angeles Administrative Code, upon confirmation of the City Council.

For further information regarding this notice and the status of Department proceedings, please contact Nancy Truong of the Department of Building and Safety between 9:00 a.m. and 11:00 a.m., Monday through Friday. (Invoice No. 5490497)

Telephone Number: (213) 482-6890

Office Location: 201 N. Figueroa St., Suite 940

The property subject to this Notice of Pending Lien is that certain real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

ROBERT MARSH AND CO'S COTTAGE HOME TRACT 169 M B 7-108

ROBERT MARSH AND CO'S COTTAGE HOME TRACT 170 M B 7-108

THIS NOTICE WILL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE CITY OF LOS ANGELES RECORDS A SUBSEQUENT NOTICE OF TERMINATION OF PENDING LIEN OR A NOTICE OF LIEN.

APN 5453-005-023
AKA 910 N SAN FERNANDO ROAD
LOS ANGELES

Owner:

MONGE PROPERTY INVESTMENTS INC
1314 BRIGHTWOOD ST
MONTEREY PARK CA, 91754

DATED: This 31st Day of August, 2012

CITY OF LOS ANGELES

By Steve Ongele

Steve Ongele, Bureau Chief
Resource Management Bureau

REORDER MEMO: This COPY is NOT an OFFICIAL RECORD.

This page is part of your document - DO NOT DISCARD



20131180597



Pages:
0002

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

08/12/13 AT 10:01AM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00



LEADSHEET



201308120040011

00008147227



005696628

SEQ:
59

DAR - Courier (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:
CITY OF LOS ANGELES

WHEN RECORDED MAIL TO:

Department of Building and Safety
Financial Services Division
201 N. Figueroa St., 9th Floor
Los Angeles, CA 90012



SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF PENDING LIEN

Notice is hereby given that, pursuant to the provisions of Section 98.0402 of Division 4 of Article 8 of Chapter IX of the Los Angeles Municipal Code (LAMC), the City of Los Angeles has incurred the cost of inspections of the property described below. The City of Los Angeles intends to impose a lien against the property described below to recover the cost of such inspections, plus appropriate fees and fines, as authorized by LAMC Section 98.0402 and Section 7.35.5 of Article 4.6 of Chapter I of Division 7 of the Los Angeles Administrative Code, upon confirmation of the City Council.

For further information regarding this notice and the status of Department proceedings, please contact Nancy Truong of the Department of Building and Safety between 9:00 a.m. and 11:00 a.m., Monday through Friday. (Invoice No. 5805189)

Telephone Number: (213) 482-6890

Office Location: 201 N. Figueroa St., Suite 940

The property subject to this Notice of Pending Lien is that certain real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

ROBERT MARSH AND CO'S COTTAGE HOME TRACT 169 M B 7-108

ROBERT MARSH AND CO'S COTTAGE HOME TRACT 170 M B 7-108

THIS NOTICE WILL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE CITY OF LOS ANGELES RECORDS A SUBSEQUENT NOTICE OF TERMINATION OF PENDING LIEN OR A NOTICE OF LIEN.


APN 5453-005-023
AKA 910 N SAN FERNANDO ROAD
LOS ANGELES

Owner:

INVESTMENTS INC. C.O RUBEN MONGE JR. M
1314 BRIGHTWOOD ST
MONTEREY PARK CA, 91754

DATED: This 31st Day of July, 2013

CITY OF LOS ANGELES

for 

Steve Ongele, Bureau Chief
Resource Management Bureau

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20140139050



Pages:
0002

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

02/07/14 AT 12:14PM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00



LEADSHEET



201402073320047

00008845830



006027437

SEQ:
25

DAR - Courier (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:
CITY OF LOS ANGELES

WHEN RECORDED MAIL TO:

Department of Building and Safety
Financial Services Division
201 N. Figueroa St., 9th Floor
Los Angeles, CA 90012



SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF PENDING LIEN

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For further information regarding this notice and the status of Department proceedings, please contact Nancy Truong of the Department of Building and Safety between 9:00 a.m. and 11:00 a.m., Monday through Friday. (Invoice No. 5953484)

Telephone Number: (213) 482-6890

Office Location: 201 N. Figueroa St., Suite 940

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ROBERT MARSH AND CO'S COTTAGE HOME TRACT 170 M B 7-108

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APN 5453-005-023
AKA 910 N SAN FERNANDO ROAD
LOS ANGELES

Owner:

MONGE PROPERTY INVESTMENTS INC
1314 BRIGHTWOOD ST
MONTEREY PARK CA, 91754

DATED: This 16th Day of January, 2014

CITY OF LOS ANGELES

By 
Steve Ongele, Bureau Chief
Resource Management Bureau

This page is part of your document - DO NOT DISCARD



20140563438



Pages:
0002

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

05/30/14 AT 04:38PM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00



LEADSHEET



201405303330083

00009234938



006216303

SEQ:
25

DAR - Mail (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:
CITY OF LOS ANGELES

WHEN RECORDED MAIL TO:

Department of Building and Safety
Financial Services Division
201 N. Figueroa St., 9th Floor
Los Angeles, CA 90012



SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF PENDING LIEN

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For further information regarding this notice and the status of Department proceedings, please contact Nancy Truong of the Department of Building and Safety between 9:00 a.m. and 11:00 a.m., Monday through Friday. (Invoice No. 6046978)

Telephone Number: (213) 482-6890

Office Location: 201 N. Figueroa St., Suite 940

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ROBERT MARSH AND CO'S COTTAGE HOME TRACT 170 M B 7-108

THIS NOTICE WILL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE CITY OF LOS ANGELES RECORDS A SUBSEQUENT NOTICE OF TERMINATION OF PENDING LIEN OR A NOTICE OF LIEN.

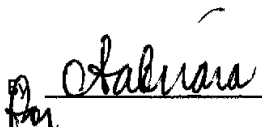
APN 5453-005-023
AKA 910 N SAN FERNANDO ROAD
LOS ANGELES

Owner:

INVESTMENTS INC. C.O RUBEN MONGE JR. MC
1314 BRIGHTWOOD ST
MONTEREY PARK CA, 91754

DATED: This 21st Day of May, 2014

CITY OF LOS ANGELES



Steve Ongele, Bureau Chief
Resource Management Bureau