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9

10 **UNITED STATES BANKRUPTCY COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **LOS ANGELES DIVISION**
13

14 In re:
15 THOMAS D. BOHLMANN,
16 Debtor.

Case No. 2:19-bk-10035-WB

Chapter 11

**DEBTOR'S MOTION AND MEMORANDUM
OF POINTS AND AUTHORITIES IN
SUPPORT OF MOTION FOR ORDER: (1)
APPROVING THE SALE OF REAL
PROPERTY OF THE ESTATE FREE AND
CLEAR OF LIENS AND OTHER INTERESTS
AND BIDDING PROCEDURES; (2) FINDING
BUYER IS A GOOD FAITH PURCHASER;
AND (3) WAIVING 14-DAY STAY OF FRBP
6004(H); AND SUPPORTING
DECLARATIONS**

SALE HEARING AND AUCTION DATE:

Date: November 14, 2019

Time: 10:00 a.m.

Ctrm: 1357

255 E. Temple Street, 13th Floor
Los Angeles, CA 90012

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**DEBTOR'S MOTION AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION
FOR ORDER: (1) APPROVING THE SALE OF REAL PROPERTY OF THE ESTATE FREE AND CLEAR OF
LIENS AND OTHER INTERESTS AND BIDDING PROCEDURES; (2) FINDING BUYER IS A GOOD FAITH
PURCHASER; AND (3) WAIVING 14-DAY STAY OF FRBP 6004(h)**

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTION AND STATEMENT OF FACTS**

4 By this Motion, the Debtor seeks an auction sale of the Estate's real property
5 commonly known as 16630 Cumbre Verde Court, Pacific Palisades, CA 90272 (hereinafter
6 referred to as the "Cumbre Verde Property" or the "Real Property") which is a single family
7 home (hereinafter referred to as the "Sale") free and clear of all liens and secured claims,
8 with said interests to attach to the proceeds of the Sale. The proceeds from the Sale of the
9 Real Property are currently not anticipated to result in the payment of all undisputed
10 allowable secured lien claims against the Real Property. As of the date of this Motion, the
11 Debtor awaits Demands for Payoff to be submitted to the designated escrow company from
12 each of the creditors with claims secured against the Real Property and will be carefully
13 reviewing same with his employed CPA's, SL Biggs, a Division of SingerLewak, to make
14 sure that each such creditor is paid the proper amount of principal, interest, and any
15 allowable penalties pursuant to applicable law as of the closing date of the Sale of the Real
16 Property. To accomplish this necessary review, the Debtor proposes to pay the secured
17 claims of Wells and allowed costs of sale only out escrow and hereby appoints Samuel
18 Biggs, CPA as a fiduciary on behalf of the Estate (based upon decades of experience as a
19 Trustee) to receive the Estate's remaining net sale proceeds to be held in trust, subject to
20 further Court authorization for disbursement to further secured claimants, including the IRS,
21 the FTB, and Linda Gross, Esq. This will provide assurance to the Court, the remaining
22 secured creditors, and the United States Trustee that said funds will be properly disbursed
23 outside of the Debtor's control.

24 The Debtor has a bona fide offer for the purchase of the Real Property supported by
25 verifiable funds in the sum of \$3.4 million and proposes to hold an auction before this Court
26 on November 14, 2019 at 10:00 a.m., subject to over bid procedures set forth hereinbelow
27 in Section VI. The Debtor believes that the proposed sale of the Real Property by auction is
28 the best method of obtaining the highest price for the Real Property to pay off all of the

1 undisputed secured claims against the Real Property. The Estate's employed real estate
2 broker is continuing to market and show the Real Property aggressively to solicit buyers to
3 overbid the current offer to increase net proceeds for the Estate and its creditors, as
4 referenced hereinbelow and in the attached declaration of the broker.

5
6 **II.**

7 **CASE AND SALE BACKGROUND INFORMATION**

8 **A. The Petition Filing Date**

9 On January 2, 2019 (hereinafter referred to as the "Petition Date"), the Debtor filed
10 his voluntary petition under chapter 11 of Title 11 of the United States Code. The Petition
11 was filed as an emergency filing to preserve the Estate's equity in the Debtor's primary
12 asset, the Real Property, valued at the time of the Petition Date at \$3.6 million and to
13 prevent a foreclosure sale by the Third-Position Secured Creditor, Wells Fargo Bank
14 (hereinafter referred to as "Wells"). The foreclosure was set for January 3, 2019, after
15 negotiations for a forbearance and continuance of the proposed sale date failed, due in part,
16 to the federal government shut down and the closure of the Internal Revenue Service
17 (hereinafter referred to as the "IRS").

18
19 **B. The Debtor's Business Operations**

20 The Debtor is an on-call Anesthesiologist. Since the Petition Date, the Debtor has
21 operated his business as an on-call Anesthesiologist and as the Debtor-In-Possession
22 under §§ 1107 and 1108. The Debtor pre-filing had divorced his spouse creating a
23 significant negative financial impact and suffered the loss of an anchor medical group client
24 which resulted in a substantial financial drain on his assets and income, causing the Debtor
25 to fall in arrears with Wells, the IRS, and Franchise Tax Board (hereinafter referred to as the
26 "FTB"). The Debtor, pre-petition, had also briefly rented out the Cumbre Verde Property.

1 C. Reasons For The Filing Of The Debtor's Chapter 11 Case

2 As set forth above, Wells holds a secured position against the Cumbre Verde
3 Property. The Wells debt is currently in default, followed by post-filing agreed Adequate
4 Protection Payment Stipulations and Orders thereon approving same through the end of
5 February, 2020. In an effort to save the equity in the Cumbre Verde Property the Debtor
6 engaged Sam Kohn, Chief Executive Officer of National Equity Funding, to lock down a
7 short-term loan to pay off Wells and address other claims asserted against the Debtor by
8 the IRS and FTB.

9 Sam Kohn and the Debtor, with the assistance of Dennis Brager, Esq. of the Brager
10 Law Group, pre-petition had engaged the IRS and FTB in discussions designed to quantify
11 the claims of the IRS and FTB against the Debtor, to obtain from the IRS and FTB a
12 subordination to allow the new funding by National Equity Funding against the Cumbre
13 Verde Property, and to avoid a foreclosure by Wells on the Cumbre Verde Property. These
14 discussions had reached a critical point when the federal government closed down and the
15 IRS was forced to stop all business. Both professionals were employed by the Debtor post-
16 filing pursuant to properly noticed Employment Applications and Entered Orders approving
17 said employment by this Court.

18 Wells, as stated above, had scheduled a sale of the Cumbre Verde Property for
19 January 3, 2019. The Petition was filed by the Debtor to stop the foreclosure sale by Wells
20 and to allow the Debtor to (1) close the refinancing with National Equity Funding, (2)
21 complete his ongoing negotiations with the IRS and FTB, and (3) capture the equity in the
22 Cumbre Verde Property in order to pay his debts from the equity in the Real Property and
23 from the Debtor's Post-Petition income through a prospective feasible Plan of
24 Reorganization based thereon. Negotiations with the IRS and FTB failed to achieve a new
25 funding/refinance of the Wells' debt. Therefore, the Debtor immediately employed
26 Sotheby's International Realty of Beverly Hills by and through Ms. Alison MacCracken
27 (hereinafter referred to as "Sotheby's") to list, market, and sell the Real Property, subject to
28 the overbid procedures described herein and subject to this Court's approval. (See the

1 attached Declaration of Thomas D. Bohlmann, Debtor and Debtor in Possession
2 (hereinafter referred to as the “Debtor’s Dec.”) at ¶¶1-10.)

3
4 **III.**

5 **THE MARKETING AND THE PROPOSED PURCHASE TERMS**

6 As a result of the highly focused marketing expertise of the Real Property by
7 Sotheby’s, a Purchase and Sale Agreement with a third-party, subject to Bankruptcy Court
8 approval and overbids in open court has been achieved at an opening sale price of \$3.4
9 million. Attached hereto collectively as **Exhibit “1”** are true and correct copies of the fully
10 executed Purchase and Sale Agreement, Fully Accepted Counter-Offer, and fully executed
11 Escrow Instructions. (See Declaration of Alison MacCracken (hereinafter referred to as the
12 MacCracken Dec. at ¶6.)

13 The Real Property has been properly marketed and the proposed sale and overbid
14 process meet all of the requirements under 11 U.S.C. § 363. (See MacCracken Dec. at ¶¶
15 7 through 11.):

- 16 1. The Real Property was listed on or about March 29, 2019 with Sotheby’s International
17 Realty, Inc. (hereinafter referred to as “Sotheby’s”) by and through Ms. Alison
18 MacCracken (hereinafter referred to as “MacCracken”). Sotheby’s was properly
19 employed by the Debtor by an Order of this Court Entered on July 2, 2019, a true and
20 correct copy of which is attached hereto as **Exhibit “2”** and which is incorporated herein
21 by this reference as if set forth in full.
- 22 2. During the next several weeks, the Debtor completed a number of required interior and
23 exterior refurbishments and staging recommended by Ms. MacCracken in order to
24 maximize the sale price for the Estate. (See MacCracken Dec. at ¶ 8.)
- 25 3. Sotheby’s has performed an up-to-date detailed Market Value Analysis of comparably
26 sold properties which yielded an average sale price of \$3,239,106.00, evidencing that
27 the current offer of \$3.4 million is a highly reasonable opening offer, subject to over bid.
28 In addition, per the attached MacCracken Declaration, the Real Property was fully

1 prepared and advertised as a high-end luxury home in a highly professional manner,
2 comporting with the high marketing standards of Sotheby's International Realty, Inc., Ms.
3 MacCracken's attainment and experience in this real estate marketing niche and
4 geographical area of Los Angeles County, and consistent with those practices and
5 procedures exercised by highly vetted Real Estate Brokers in her field. True and correct
6 copies of the Cumbre Verde Property Marketing Valuation and Marketing Summary
7 prepared by Sotheby's International Realty, Inc., as reviewed and approved by Ms.
8 MacCracken are collectively attached hereto as **Exhibit "3"** and are incorporated herein
9 by this reference as if set forth in full. (See MacCracken Dec. at ¶¶ 9 through 11.)

10 4. The current Purchase Agreement is supported as reasonable by evidence of the
11 \$102,000.00 cash deposit in Escrow, a \$2.38 million Loan Approval, and recent copies
12 of several Bank Account Statements of the Buyers for over \$1,161,000.00, collectively
13 attached hereto as **Exhibit "4"** and incorporated herein by this reference as if set forth in
14 full. (See MacCracken Dec. at ¶10.)

15 5. The Real Property was privately marketed to agents through the Sotheby's International
16 Realty private listing site, Concierge, during the summer months of 2019. On September
17 9th, 2019 the property was loaded into the Multiple Listing Service (MLS) as "Coming
18 Soon", which enabled the entire brokerage industry to see the property was for sale at
19 an asking price of \$3,595,000. A true and correct copy of the MLS Listing Summary for
20 the Real Property is attached hereto as **Exhibit "5"** and is incorporated herein by this
21 reference as if set forth in full. The property was then made "Active" in the MLS on
22 September 20th, 2019, which enables all public sites, such as Zillow, Trulia,
23 Realtor.com, Redfin, et al., to pick up the listing information and market the property
24 online. The attached Marketing Report (See **Exhibit "3"** attached hereto) highlights the
25 website hits from the most prominent websites. The Real Property has been viewed by
26 over 440 people, just through four websites alone. In addition to the online marketing, e-
27 mail campaigns were sent to over 2,000 agents and contacts prior to each open house,
28 as well as social media campaigns through LinkedIn, Facebook and Instagram were

1 activated. The Real Property was aggressively marketed by open house four times
2 during 2019 (9/24, 9/29, 10/6, 10/13) and accommodated every separate private
3 showing request, of which there were three in number to date. Sotheby's International
4 Realty, Inc. and Ms. MacCracken will continue to show the Real Property aggressively
5 and accommodate any additional showing requests, even with a current offer accepted,
6 through closing of a successful sale. As for print advertising, the property was featured
7 in the MLS Broker Caravan guide on 10/08/19. (See MacCracken Dec. at ¶ 11).

8 6. Alison MacCracken of Sotheby's International Realty has spoken in detail to the Broker
9 for the proposed Buyers and to the Buyers set forth in **Exhibit "1"** and, based thereon,
10 is informed and believes and based thereon alleges the following disclosures in her
11 attached Declaration to support a section 363(m) good faith determination:

- 12 a) The Buyers' have no pre-petition nor post-petition relationship with other
13 bidders, the debtor, major creditors, or equity security holders in the case, or
14 any of the Debtor's officers, directors, agents, attorneys or employees;
- 15 b) The Buyers' expected relationship after the sale with the Debtor or the
16 Debtor's present or former officers, directors, agents, or employees (including
17 no offers of employment or compensation have been made or will be offered
18 to the Debtor's present or former officers, directors, agents, or employees);
- 19 c) No consideration is contemplated or promised to be transferred or has been
20 transferred by the Buyers in connection with the sale to any person other than
21 the Debtor for his Estate; and
- 22 d) There exists no evidence of fraud or collusion between the Buyers and any
23 other bidders or the Debtor's officers, directors, agents or employees, or any
24 attempt to take unfair advantage of other bidders.

25 (See MacCracken Dec. at ¶ 12.)

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IV.

ALL UNDISPUTED SECURED CREDITORS ARE CURRENTLY NOT EXPECTED TO BE PAID IN FULL BY THE PUBLIC SALE OF THE CUMBRE VERDE PROPERTY, SUBJECT TO THERE BEING RECEIVED A SUFFICIENT OVERBID AT THE TIME OF SALE TO DO SO

As stated above, the purchase offer in hand is **\$3,400,000**. Thus, without a significant overbid at the sale hearing, the net proceeds of the sale of the Cumbre Verde Property are not expected to be sufficient to pay off all of the undisputed secured creditors in the Estate, also subject to the submission of approved Demands for Payoff by each of the secured creditors which to date have not yet been completed, submitted to the escrow company, and reviewed. The following is a detailed recitation of the undisputed secured claims against the Estate, as obtained from a detailed review of the Preliminary Title Insurance Company Report and primary Recorded Copies of said Lien Documents (with the exception of the Wells loan recorded Deeds of Trust (senior in right and time to all other secured claims) which are a part of the Court's files through filed Adequate Protection Stipulations and Orders), true and correct copies of which are attached hereto respectively as **Exhibits "6" and "7"**:

SECURED PROPERTY CLAIMS		Notes	No.	Proof of Claim Type	Amount	Secured	Priority	Unsecured
19	1 Wells Fargo Bank, N.A.	1st TD: Mortgage - (recorded 10-10-2003)	1-1	Property	1,074,425.56	1,074,425.56	0.00	0.00
20	2 Wells Fargo Bank, N.A.	2nd TD: Credit Line (recorded 6-25-2007)	10-1	Property	970,523.91	970,523.91	0.00	0.00
21	3 Wells Fargo Bank, N.A.	3rd TD: Credit Line (recorded 4-23-2008)	9-1	Property	100,024.05	100,024.05	0.00	0.00
22	Total Property Claims:				2,144,973.52	2,144,973.52	0.00	0.00

TAX CLAIMS:		Notes	No.	Proof of Claim Type	Amount	Secured	Priority	Unsecured
24	4 Franchise Tax Board	2012 - Penalty 2014-2017 - Balance, penalty and Interest	2-1	Tax	128,787.48	128,787.48	0.00	0.00

5	IRS	Secured: 2009 through 2015 balance due, interest, and penalties. Priority: 2015 (assessed 6/25/2018) through 2018 balance due plus interest. Unsecured - 2014 (balance due assessed 3/20/2017 plus interest) and penalties for priority and unsecured claims.	4-1	Tax	1,281,213.89	771,179.32	422,049.54	87,985.03
6	EDD	Scheduled on Petition, no POC	Petition	Priority	1.00	0.00	0.00	1.00
6	7 State Board of Equalization	Scheduled on Petition, no POC	Petition	Priority	1.00	0.00	0.00	1.00
7	Total Tax Claims:				1,410,003.37	899,966.80	422,049.54	87,987.03

SECURED CLAIMS:								
Claimant Name	Notes	No.	Proof of Claim Type	Amount	Secured	Priority	Unsecured	
8 White Zuckerman Warsavsky	Not Scheduled PTR (recorded 3-12-13)	Not Scheduled	S	10,268.70	10,268.70			
10 Lune Wolf & Hunt LLP								
9 Linda Sue Gross, Esq	Settlement agreement \$850 per month until final payment (recorded 5-23-13)	6-1	S	76,654.77	76,654.77	0.00	0.00	
12 10 Fidelity Creditor Service, Inc.	Not Scheduled PTR (recorded 10-29-15) Small claims civil judgement, plaintiff is CMM LP	Not Scheduled	S	27,328.94	27,328.94	0.00	0.00	
Total Secured Claims:				114,252.41	114,252.41	0.00	0.00	

TOTAL CLAIMS								
Secured: 3,159,192.73					422,049.54	293,951.14		

(See Declaration of Samuel L. Biggs, CPA for Debtor (hereinafter referred to as the "Biggs Dec.") at ¶¶5 and 6).

V.

THERE ARE NO ADVERSE TAX CONSEQUENCES TO THE ESTATE CURRENTLY ANTICIPATED AS A RESULT OF THE PROPOSED SALE OF THE REAL PROPERTY

At this time, the Debtor does not project a tax on any gain from the sale of the Real Property. After inclusion of the property costs, improvements and other applicable exclusions, subject to a successful over bid sale price approved well in excess of the \$3.4

1 million offer now proposed, there is no net taxable gain currently projected upon the sale of
2 the property, based upon the following analysis:

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4	Sale Price (subject to overbid):	\$3,400,000.00
5	Less 5% Sales Commission:	170,000.00
6	Less Estimated Escrow Costs of Sale:	68,000.00
7	Less Wells Liens - Est. Bal. Due at Sale:	2,253,500.00
8	Net Proceeds:	908,500.00
9	Less Total Junior Liens:	1,014,219.00
10	Cash Shortfall	(\$105,719.00)
11		

12 Based on the currently available numbers, the sale will result in insufficient cash after
13 payment of selling costs and Wells Fargo secured debt to liquidate all other secured liens by
14 \$105,719. This shortfall will be dealt with subsequent to closing of the sale transaction
15 through further review of the unpaid secured liens and negotiation, claims objection and/or
16 subordination of the respective claims in order to file an appropriate motion with this court
17 for approval and payment thereof. (See Biggs Dec. at ¶¶ 6 and 7.)

18
19 **VI.**

20 **ARGUMENT AND PROPOSED BID AND OVERBID PROCEDURES**

21 By way of this Motion, the Debtor requests the entry of an Order: **(1)** Approving the
22 following bid and overbid procedures; **(2)** authorizing the Debtor to sell the Real Property
23 free and clear of liens and other interests to Buyer, pursuant to 11 U.S.C. § 363(b), (f), and
24 (m); **(3)** finding the Purchaser at the auction to be a good faith purchaser as described in 11
25 U.S.C. § 363(m); **(4)** waiving the 14-day stay set forth in Bankruptcy Rules 6004(h); and **(5)**
26 authorizing payment of the broker's earned commissions through the close of escrow and
27 without further Order of Court. The Motion is supported by the attached Declarations of the
28 Debtor, Biggs, and MacCracken.

A. The Auction Procedures Are Fair And Designed To Bring In The Highest Price For The Real Property.

By this Motion, the Debtor seeks the Court to approved of the following proposed bid and overbid procedures. The table below summarizes the bid procedures requested as a part of the within motion. The terms of the Purchase Agreement and the Court-Approved Bid Procedures control in the event of any inconsistency with this summary:

Current Bid Exhibit "1"	\$3,400,000.00
Subsequent Overbids	\$40,000.00 initial overbid, and then bidding in \$5,000.00 increments \$150,00.00 Cashier's Check payable to West Coast Escrow to qualify to overbid at the Sale in Court
Representations/Warranties	The Property shall be sold on an "as is, where is" basis and without representations or warranties of any kind, nature or description.
Treatment of Liens	The Property shall be sold, subject to approval by court order after the Auction, free and clear of all liens, claims, adverse claims of ownership pursuant to 11 U.S.C. § 363(f), with the existing liens to be treated as follows: 1. The Wells Liens shall be paid in full through escrow, subject to the amounts allowed from the Demands for Payoff to be submitted to escrow. 2. All other liens, claims, and adverse claims of ownership, if any, shall attach to the net proceeds of the sale to the same extent, validity, and priority as they attached to the Property.
Qualification of Bidders	Only "Qualified Bidders" will be allowed to bid for the Property during the Auction. To qualify for bidding during the Auction, a bidder must: 1. Provide, prior to or simultaneous with the submission of a bid, evidence reasonably acceptable to Debtor of the Qualified Bidder's ability to fully and timely perform if its bid were to be accepted by Debtor and approved

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by the Bankruptcy Court in an amount not less than \$3,440,000.00.

2. Provide evidence, to Debtor's reasonable satisfaction, of the Potential Bidder's financial wherewithal and capability to fully and timely close the sale.
3. Submit a competing bid in conformity with the provisions of the Sale Procedures under which Debtor would receive cash consideration at closing in an amount not less than the Minimum Opening Bid.
4. Deliver a good faith Cashier's Check in open Court in the amount of \$150,000.00 (hereinafter referred to as the "Deposit").
5. Disclose all of its pre-petition and post-petition relationships, if any, with Debtor, other bidders, major creditors or equity security holders of the Debtor or any of its Affiliates.

Form of Bids

In addition, a Qualified Bidder shall:

1. Deliver a written copy of its bid to Debtor by not later than 5:00 p.m. (PST) three (3) business days prior to the Auction ("Bid Deadline"). Debtor may extend the Bid Deadline once or successively but is not obligated to do so. If Debtor extends the Bid Deadline, it shall promptly notify all potential bidders of the extension.
2. Make its bid irrevocable and in an amount not less than the Minimum Bid Amount.
3. Make its bid upon the terms and conditions set forth in the *Agreement for Purchase and Sale of Property* ("Purchase Agreement"), which is attached hereto as **Exhibit "1"**, subject to such modification as the Qualified Bidder proposes, which shall be presented in a document marked to show changes from the Purchase Agreement and in conformity with items (a) through (f) below ("Marked Agreement"). The proposed modifications shall:
 - (a) not be conditioned upon obtaining financing or any internal approval, or upon the outcome or review of due diligence (the bid may, however, be subject to the accuracy in all material respects at the closing of specified representations and warranties or the satisfaction in all material respects at the closing of specified conditions, none of which shall be more burdensome than those set forth in the Purchase Agreement);
 - (b) be irrevocable through the conclusion of the Auction;
 - (c) not request or entitle the bidder to any breakup fee,

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	<p>termination fee, expense reimbursement or similar type of payment;</p> <p>(d) provide for the closing of the sale by the time specified for the “Closing” under the Purchase Agreement;</p> <p>(e) acknowledge and represent that the bidder (i) has had an opportunity to inspect and examine the Property and the transaction structure set forth in the Purchase Agreement, (ii) in making its bid, has relied solely on its own independent review, investigation and/or inspection of same, and (iii) has not relied on any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied or by operation of law or otherwise regarding same, or the completeness of any information provided in connection therewith at the Auction, except as expressly stated in the Marked Agreement or these Bid Procedures; and</p> <p>(f) Fully disclose the identity of each entity that will be bidding or otherwise participating in connection with such bidding, and all terms of any such participation that, in the reasonable business judgment of Debtor, are relevant to such bid.</p>
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<p>Auction Procedures</p>	<p>The Auction shall be conducted pursuant to the following terms:</p> <ol style="list-style-type: none"> 1. At least one (1) business day before the Auction, Debtor shall notify all Qualified Bidders of the Qualified Bid that, as determined in Debtor’s sole discretion, is the highest or otherwise best Qualified Bid (“Baseline Bid”). 2. The Auction shall commence at 10:00 a.m. on November 14, 2019 in Courtroom 1375 in the United States Bankruptcy Court located at 255 East Temple Street, 13th Floor, Los Angeles, CA 90012 before the Honorable Julia W. Brand, United States Bankruptcy Judge. 3. All Qualified Bidders must be present at the Auction in person or through a qualified representation, and only Qualified Bidders who have submitted Qualified Bids will be eligible to participate in the Auction. Unless specified by Debtor, no Qualified Bidder will be permitted more than ten (10) minutes to respond to the previous bid. 4. Debtor will review each Qualified Bid on the basis of its financial and contractual terms and the factors relevant to the transaction process and the best interests of the bankruptcy estate, including those
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	<p>factors asserting the speed and certainty of consummating the transaction. Immediately prior to the conclusion of the Auction, Debtor shall (i) identify the highest or otherwise best offer to purchase the Property (“Successful Bid”), (ii) identify the next highest or otherwise best offer after the Successful Bid (“Next Highest Bid”), and (iii) notify all Qualified Bidders present at the Auction the identities of the bidder that submitted the Successful Bid (“Successful Bidder”) and of the bidder that submitted the Next Highest Bid (“Next Highest Bidder”).</p> <p>5. Debtor and Successful Bidder shall close the sale within fifteen (15) calendar days after entry of a court order approving the Sale and not subject to any stay (“Approval Order”). If the Successful Bidder fails to close the sale, Debtor is authorized (but not required) to close the sale with the Next Highest Bidder. If Debtor decides to close with the Next Highest Bidder, then Debtor and Next Highest Bidder shall have an additional fifteen (15) calendar days to close.</p> <p>6. The Deposits of all Qualified Bidders will be held by the Debtor’s CPA, Samuel L. Biggs, in one or more non-interest bearing accounts. Deposits made by Qualified Bidders, other than those made by the Successful Bidder and Next Highest Bidder who agrees to maintain its status as a back-up bidder, shall be returned to such Qualified Bidders within fifteen (15) business days following the conclusion of the Auction.</p>
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B. The Sale Should Be Approved Pursuant to 11 U.S.C. § 363(b).

Section 363(b) of the Bankruptcy Code provides that after a notice and a hearing, a trustee or debtor-in-possession may sell property of the estate outside the ordinary course of business. 11 U.S.C. §§ 363(b) and 1107(a). In determining whether to approve a proposed sale under section 363, courts generally apply standards that, although stated various ways, represent essentially a business judgment test. 3-363 Collier on Bankruptcy ¶ 363.02[4]. “Ordinarily, the position of the trustee is afforded deference, particularly where business judgment is entailed in the analysis or where there is no objection.” *In re Fitzgerald*, 428 B.R. 872, 883 (B.A.P. 9th Cir. 2010) (citing *In re Lahijani*, 325 B.R. 282, 289 (B.A.P. 9th Cir. 2005).

1 The bankruptcy court reviews the debtor's business judgment only "to determine
2 independently whether the judgment is a reasonable one. The court should not substitute
3 its judgment for the trustee's but should determine only whether the trustee's judgment was
4 reasonable and whether a sound business justification exists supporting the sale and its
5 terms." 3-363 Collier on Bankruptcy ¶ 363.02[4]. Here, the Debtor has acted to sell the sole
6 Real Property asset of the Estate at a price that proposes to pay in full the senior secured
7 claims of Wells and allows the Estate and Debtor to propose a distribution of any remaining
8 cash from the sale and to pay off the remaining allowed secured and unsecured claims
9 against the Debtor's Estate from his post-petition income to be set forth in a Plan of
10 Reorganization to be filed with the Court. The Debtor intends to file a timely Plan based
11 upon the pendency of the within sale and necessity for its consummation to determine the
12 amount funds to be made available to address remaining allowed secured and unsecured
13 claims against the Estate (See Debtor's Dec. at ¶¶3 and 4.)

14 An additional consideration when approving a sale of assets of the estate is that such
15 sale is in the "best interests of the estate". *In re Wilde Horse Enters., Inc.*, 136 B.R. 830,
16 841 (Bankr. C.D. Cal 1991); *In re Lionel*, 722 F. 2d 1063, 1070 (2nd Cir. 1983). While
17 subjecting the sale to an overbid procedure may ordinarily be the manner of sale which is
18 most likely to obtain the highest and best price for the property, and thus in the best
19 interests of the estate, it is not always a necessary component to such a sale. Rather, the
20 assessment of whether a sale is in the best interests of creditors involves an analysis of all
21 of the factors involved in the sale, including alternatives available to the estate for
22 disposition of the property.

23 Rule 6004(f) (1) provides that sales outside the ordinary course of business may be
24 by private sale or by public auction. It is within the discretion of the trustee to determine
25 whether a public auction or private sale is appropriate. *In re Alisa Partnership*, 15 B.R. 802
26 (Bankr. D. Del. 1981); see also Fed. R. Bankr. Proc. 6004(f); 11 U.S.C. § 363(b) (1).
27 Generally, "[t]here is no prohibition against a private sale or against a sale to insiders; and
28 there is no requirement that the sale be by public auction." *In re Woodscape Ltd.*

1 *Partnership*, 134 B.R. 165, 174 (Bankr. D. Md. 1991) (discussing the sale of equity in a
2 chapter 11 plan); *see also In re Andy Frain Services, Inc.*, 798 F.2d 1113, 1125 (7th Cir.
3 1986) (a sale to an insider is not per se bad faith).

4 Here the Debtor's proposed auction process meets all of the requirements of the
5 cases and the Code. At the close of escrow, the Debtor believes that all undisputed
6 secured claims of Wells against the Real Property will be paid in full, thereby freeing up any
7 excess cash and his prospective income to pay all further allowable claims against the
8 Estate in full, upon further Orders of this Court. Hence the sale should be approved
9 pursuant to § 363(b).

10
11 **C. The Sale Should Be Free and Clear of Liens and Other Interests Pursuant**
12 **to 11 U.S.C. § 363(f) (2).**

13 Section 363(f) (2) provides that a sale of property pursuant to section 363(b) may be
14 free and clear of any interest if such entity consents. 11 U.S.C. § 363(f) (2). Each of the
15 listed undisputed lien holders secured by the Real Property will be paid in full from the sale
16 of the Real Property, in combination with the Debtor's post-petition income over time
17 pursuant to a Plan of Reorganization.

18
19 **D. The Buyer at the Auction Should be Determined to be a Good Faith**
20 **Purchaser Pursuant to 11 U.S.C. § 363(m).**

21 Section 363(m) provides that a purchaser of property of the estate is protected from
22 the effects of a reversal or modification on appeal of the authorization to sell as long as the
23 purchaser acted in good faith and the appellant failed to obtain a stay of the sale. The Code
24 does not define "good faith." Courts have adopted various definitions. A good faith
25 purchaser is "one who buys property . . . for value, without knowledge or adverse claims."
26 *In re Mark Bell Furniture Warehouse, Inc.*, 992 F.2d 7, 8 (1st Cir. 1993). "Typically, lack of
27 good faith is shown by fraud, collusion between the purchaser and other bidders or the
28

1 trustee, or an attempt to take grossly unfair advantage of other bidders.” *In re Ewell*, 958
2 F.2d 276, 279 (9th Cir. 1992).

3 The Ninth Circuit has held that there is a presumption of good faith in favor of a buyer
4 in a sale under 11 U.S.C. 363(m) in its decision in *In re Cooper Commons, LLP.*, 424 F3d
5 963, 970 (9th Cir. 2005). In *Cooper Commons* the court noted that, as explained in *In re*
6 *Adams Apple*, 829 F2d 1484, 1489 (9th Cir. 1987), in connection even with a sale to a
7 creditor under Section 363(m), the court presumes the buyer’s good faith and then inquires
8 as to whether the presumption can be overcome. See *In re Zuercher Trust of 1999*, 2014
9 Bankr. Lexis 5061 (BAP 9th Cir. 2014).

10 The Buyer in this case will be the high bidder at the auction sale conducted before
11 this Court. As part of the bid procedures, all bidders must “5. Disclose all of its pre-petition
12 and post-petition relationships, if any, with Debtor, other bidders, major creditors or equity
13 security holders of the Debtor or any of its Affiliates.” Thus, there can be little doubt that the
14 successful Buyer is a good faith buyer for purposes of Section 363(m).

15 In addition, pursuant to the attached MacCracken Declaration as set forth above, the
16 existing bidder has made disclosures which lead MacCracken to aver as follows:

- 17 a) The Buyers have no pre-petition nor post-petition relationship with other
18 bidders, the debtor, major creditors, or equity security holders in the case, or
19 any of the Debtor’s officers, directors, agents, attorneys or employees;
- 20 b) The Buyers’ expected relationship after the sale with the Debtor or the
21 Debtor’s present or former officers, directors, agents, or employees (including
22 no offers of employment or compensation have been made or will be offered
23 to the Debtor’s present or former officers, directors, agents, or employees);
- 24 c) No consideration is contemplated or promised to be transferred or has been
25 transferred by the Buyers in connection with the sale to any person other than
26 the Debtor for his Estate; and

1 d) There exists no evidence of fraud or collusion between the Buyers and any
2 other bidders or the Debtor's officers, directors, agents or employees, or any
3 attempt to take unfair advantage of other bidders.

4 (See MacCracken Dec. at ¶12.)

5
6 **E. This Court Should Waive the 14-Day Stay Set Forth in Bankruptcy Rules**
7 **6004(h).**

8 Bankruptcy Rule 6004(h) provides that an order authorizing the sale of property is
9 stayed until the expiration of 14-days after entry of the order, unless the court orders
10 otherwise. Absent any objection to this Motion, the Debtor requests that the 14-day stay set
11 forth in Bankruptcy Rule 6004(h) be waived as any final Buyer will desire to move forward
12 as soon as possible to close the Real Property sale.

13
14 **VII.**

15 **CONCLUSION**

16 In conclusion, the proceeds from the proposed sale are currently expected to result in
17 the payment of all undisputed senior secured claims of Wells against the Real Property and
18 may also pay a substantial portion of other allowed secured claims against the Debtor's
19 Estate. The proposed auction procedures are fair and reasonable and should be approved.

20
21 **WHEREFORE**, the Debtor respectfully requests that this Court enter an Order:

- 22 1. Granting the Motion in its entirety;
- 23 2. Authorizing the Debtor to sell the Real Property pursuant to the terms of the
24 Purchase Agreement subject to overbid as proposed herein at the auction sale;
- 25 3. Authorizing the sale of the Real Property to be free and clear of all liens and
26 encumbrances pursuant to 11 U.S.C. § 363(f)(3);
- 27 4. Finding that the final Buyer is a good faith purchaser pursuant to 11 U.S.C. §
28 363(m);

1 5. Waiving the 14-day stay set forth in Bankruptcy Rule 6004(h); and

2 6. Affording such other and further relief as is appropriate under the
3 circumstances.

4
5 Dated: October 24, 2019

Respectfully submitted,

6 HINDS & SHANKMAN, LLP
7 James Andrew Hinds, Jr.
8 Paul R. Shankman
9 Rachel M. Sposato

10 By: /s/ Paul R. Shankman
11 PAUL R. SHANKMAN
12 General Bankruptcy Counsel for
13 Thomas D. Bohlmann, Debtor and Debtor-in-
14 Possession
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DECLARATION OF THOMAS D. BOHLMANN IN SUPPORT OF MOTION

I, Thomas D. Bohlmann, declare and state as follows:

1. I am the chapter 11 Debtor and Debtor in Possession in the within chapter 11 case and the owner of the real property located at 16630 Cumbre Verde Court, Pacific Palisades, CA 90272 (hereinafter referred to as the "Cumbre Verde Property" or the "Real Property") which is a single-family home.

2. The matters stated herein are true and correct, and within my personal knowledge, unless stated on information and belief, and as to such matters, I believe them to be true. If called as a witness, I would competently testify thereto. This declaration is submitted in support of the Debtor's Motion And Memorandum Of Points And Authorities In Support Of Motion For Order: (1) Approving The Sale Of Real Property Of The Estate Free And Clear Of Liens And Other Interests And Bidding Procedures; (2) Finding Buyer Is A Good Faith Purchaser; And (3) Waiving 14-Day Stay Of FRBP 6004(h) (hereinafter referred to as the "Sale Motion").

3. I have reviewed the Sale Motion and the information therein is true and correct to the best of my knowledge, information, and belief. By this Sale Motion, the Debtor seeks that the Court approve the proposed sale term and the Bid and Overbid Procedures set forth in full in the Sale Motion.

4. The proceeds from the proposed purchase are expected to result in the payment of all undisputed senior secured claims of Wells Fargo Bank against the Estate through escrow. The remaining secured claims will attach to any excess proceeds from the sale of the Real Property. Those funds are proposed to be paid by escrow in trust to the Estate's CPA, Samuel L. Biggs and then distributed pursuant to further Court Order upon an appropriate Application shortly after the close of escrow to secured creditors in order of their priority in time and right under California Law. I intend to pay off in full all allowed remaining balances on all secured and unsecured claims against my Estate from these funds and from my prospective income as a licensed anesthesiologist through a Plan of Reorganization to be filed with the Court, taking into account the results of the closure and distributions to be

1 made from the sale of the Real Property. I will be filing through my counsel a cogent Plan
2 and Disclosure Statement which includes the financial results and impact of the sale of the
3 Real Property to accurately determine the claims to be paid through my prospective Plan of
4 Reorganization. This is dependent upon the total net proceeds obtained from the proposed
5 sale and paid to allowed secured claims against the Estate due to the overbid process. The
6 secured claims are supported by **Exhibits “6” and “7”** which are attached hereto and
7 which are incorporated herein by this reference as if set forth in full.

8 5. I have received and accepted, subject to overbids and this Court’s approval,
9 an offer to purchase the Real Property for \$3,400,000.00. Attached hereto collectively as
10 **Exhibit “1”** and by this reference incorporated herein as if set forth in full is a true and
11 correct copy of the Purchase and Sale Agreement (with the accepted Counter-Offer) and
12 fully executed Escrow Instructions for the sale of the Real Property. The Buyers of the Real
13 Property are not related to me in any way. The Buyers were unknown to me until they made
14 an offer to buy the Real Property from me by and through my employed real estate broker,
15 Sotheby’s International Realty, Inc. by and through Alison MacCracken.

16 6. I am an on-call Anesthesiologist. Since the Petition Date, I have operated my
17 business as an on-call Anesthesiologist and as the Debtor-In-Possession under §§ 1107
18 and 1108. Pre-filing, I divorced my spouse creating a significant negative financial impact
19 and suffered the loss of an anchor medical group client which resulted in a substantial
20 financial drain on my assets and income, causing me to fall in arrears with Wells, the IRS,
21 and Franchise Tax Board (hereinafter referred to as the “FTB”). Pre-petition, I briefly rented
22 out the Cumbre Verde Property.

23 7. As set forth above, Wells holds a secured position against the Cumbre Verde
24 Property. The Wells debt is currently in default, followed by post-filing agreed Adequate
25 Protection Payment Stipulations and Orders thereon approving same through the end of
26 February 2020. In an effort to save the equity in the Cumbre Verde Property I engaged
27 Sam Kohn, Chief Executive Officer of National Equity Funding, to lock down a short-term
28 loan to pay off Wells and address other claims asserted against me by the IRS and FTB.

1 8. Sam Kohn and myself, with the assistance of Dennis Brager, Esq. of the
2 Brager Law Group, pre-petition had engaged the IRS and FTB in discussions designed to
3 quantify the claims of the IRS and FTB against me, to obtain from the IRS and FTB a
4 subordination to allow the new funding by National Equity Funding against the Cumbre
5 Verde Property, and to avoid a foreclosure by Wells on the Cumbre Verde Property. These
6 discussions had reached a critical point when the federal government closed down and the
7 IRS was forced to stop all business. Both professionals were employed by me post-filing
8 pursuant to properly noticed Employment Applications and Entered Orders approving said
9 employment by this Court.

10 9. Wells, as stated above, had scheduled a sale of the Cumbre Verde Property
11 for January 3, 2019. The Petition was filed by me to stop the foreclosure sale by Wells and
12 to allow me to (1) close the refinancing with National Equity Funding, (2) complete my
13 ongoing negotiations with the IRS and FTB, and (3) capture the equity in the Cumbre Verde
14 Property in order to pay my debts from the equity in the Real Property and from my Post-
15 Petition income through a prospective feasible Plan of Reorganization based thereon.
16 Negotiations with the IRS and FTB failed to achieve a new funding/refinance of the Wells'
17 debt. Therefore, I immediately employed Sotheby's International Realty of Beverly Hills by
18 and through Ms. Alison MacCracken (hereinafter referred to as "Sotheby's") to list, market,
19 and sell the Real Property, subject to the overbid procedures described herein and subject
20 to this Court's approval.

21 10. Pursuant to Ms. MacCracken's expertise, several refurbishment projects to the
22 interior and exterior, along with proper staging, took several weeks to accomplish before the
23 Real Property was successfully listed and marketing by Ms. MacCracken. As a result, I
24 have accepted, subject to overbid and Court approval, the subject offer which is very close
25 to the market value of the Real Property. I currently project, subject to the final Demands for

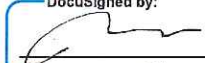
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1 Payoff to be submitted into escrow and reviewed, that all senior lien claims of Wells will be
2 paid in full from the sale of the Real Property out of escrow. I intend to pay the remainder of
3 the secured claims and all of my allowed unsecured claims from any excess funds from the
4 sale and from my prospective post-petition income pursuant to further Orders of the Court
5 and a to be filed Plan of Reorganization. My current gross income is approximately
6 \$500,000.00 per year and will be unencumbered post-sale from any and all ongoing
7 obligations on the Real Property so that I may focus on paying off my remaining allowed
8 secured and unsecured claims.

9
10 I declare under penalty of perjury under the laws of the State of California and the
11 United States of America that the foregoing is true and correct and that this Declaration was
12 executed on this 24th day of October, 2019 at Los Angeles, California.

13 DocuSigned by:  10/23/2019
14 C2A22F06A853471 Thomas D. Bohlmann

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DECLARATION OF ALISON MACCRACKEN

I, Alison MacCracken declare and state as follows:

1. I am over the age of 18 and make this declaration in support of the Debtor's Motion And Memorandum Of Points And Authorities In Support Of Motion For Order: (1) Approving The Sale Of Real Property Of The Estate Free And Clear Of Liens And Other Interests And Bidding Procedures; (2) Finding Buyer Is A Good Faith Purchaser; And (3) Waiving 14-Day Stay Of FRBP 6004(h) (hereinafter referred to as the "Sale Motion").

2. I have reviewed the Sale Motion and the information therein is true and correct to the best of my knowledge, information, and belief. By this Sale Motion, the Debtor seeks that the Court approve the proposed sale terms and the Bid and Overbid Procedures set forth in full in the Sale Motion.

3. The matters stated herein are true and correct, and within my personal knowledge, unless stated on information and belief, and as to such matters, I believe them to be true. If called as a witness, I would competently testify thereto.

4. I am the sales agent for the Debtor-In-Possession herein for the property located at 16630 Cumbre Verde Court, Pacific Palisades, CA 90272 (hereinafter referred to as the "Cumbre Verde Property" or the "Real Property") which is a single family home.

5. I have substantial experience in marketing and selling properties in and around Pacific Palisades, California. A true and correct copy of my summary resume is attached hereto and is incorporated herein by this referenced as **Exhibit "8."**

6. As a result of the highly focused marketing expertise of the Real Property by Sotheby's by and through my efforts, a Purchase and Sale Agreement with a third-party, subject to Bankruptcy Court approval and overbids in open court has been achieved at an opening sale price of \$3.4 million. Attached hereto collectively as **Exhibit "1"** are true and correct copies of the fully executed Purchase and Sale Agreement and Fully Accepted Counter-Offer and fully executed Escrow Instructions.

7. The Real Property has been properly marketed. Specifically, the Real Property was listed on or about March 29, 2019 with Sotheby's International Realty, Inc.

1 (hereinafter referred to as “Sotheby’s”) by and through myself as the listing Agent.

2 Sotheby’s was properly employed by the Debtor by an Order of this Court Entered on July 2,
3 2019, a true and correct copy of which is attached hereto as **Exhibit “2”** and which is
4 incorporated herein by this reference as if set forth in full.

5 8. During the next several weeks, the Debtor completed a number of required
6 interior and exterior refurbishments and staging recommended by myself based upon my
7 expertise and experience in order to maximize the sale price for the Estate including in
8 summary as follows:

9 A. Majority of the home received new interior paint on walls, ceiling and
10 baseboards

11 B. Wood floors refinished

12 C. Exterior window and door trims repaired and painted

13 D. Replacement/rebuild of backyard pergola

14 D. New front, back and side-yard sowed grass

15 E. Repairs to main gate at entrance

16 F. Replacement of staircase carpet

17 G. Professional cleaning of carpets

18 H. Deep-clean of entire house

19 I. Exterior wood thresholds refinished

20 J. Repairs and cleaning of pool

21 K. Replacement of light-bulbs

22 L. Basketball backboard repainted

23 M. Professional staging

24 N. Professional Independent Property Website, www.16630CumbreVerde.com

25 Sotheby’s has performed an up-to-date detailed Market Value Analysis of comparably sold
26 properties which yielded an average sale price of \$3,239,106.00, evidencing that the current
27 offer of \$3.4 million is a highly reasonable opening offer, subject to over bid.

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1 7. The Real Property was fully prepared and advertised as a high-end luxury home
2 in a highly professional manner, comporting with the high marketing standards of Sotheby's
3 International Realty, Inc., my attainment and experience in this real estate marketing niche
4 and geographical area of Los Angeles County, and consistent with those practices and
5 procedures exercised by highly vetted Real Estate Brokers in my field. True and correct
6 copies of the Cumbre Verde Property Marketing Valuation and Marketing Summary
7 prepared by Sotheby's International Realty, Inc., as reviewed and approved by myself in
8 detail, are collectively attached hereto as **Exhibit "3"** and are incorporated herein by this
9 reference as if set forth in full.

10 8. The current Purchase Agreement is supported as reasonable by evidence of the
11 \$102,000.00 cash deposit in Escrow, a \$2.38 million Loan Approval, and recent copies of
12 several Bank Account Statements of the Buyers for over \$1,161,000.00, collectively
13 attached hereto as **Exhibit "4"** and incorporated herein by this reference as if set forth in
14 full.

15 9. The Real Property was privately marketed to agents through the Sotheby's
16 International Realty private listing site, Concierge, during the summer months of 2019. On
17 September 9th, 2019 the property was loaded into the Multiple Listing Service (MLS) as
18 "Coming Soon", which enabled the entire brokerage industry to see the property was for
19 sale at an asking price of \$3,595,000. A true and correct copy of the MLS Listing Summary
20 for the Real Property is attached hereto as **Exhibit "5"** and is incorporated herein by this
21 reference as if set forth in full. The property was then made "Active" in the MLS on
22 September 20th, 2019, which enables all public sites, such as Zillow, Trulia, Realtor.com,
23 and Redfin, et al., to pick up the listing information and market the property online. The
24 attached Marketing Report (See **Exhibit "3"** attached hereto) highlights the website hits
25 from the most prominent websites. The Real Property has been viewed by over 440 people,
26 just through four websites alone. In addition to the online marketing, e-mail campaigns
27 were sent to over 2,000 agents and contacts prior to each open house, as well as social
28 media campaigns through LinkedIn, Facebook and Instagram were activated. The Real

1 Property was aggressively marketed by open house four times during 2019 (9/24, 9/29,
2 10/6, 10/13) and accommodated every separate private showing request, of which there
3 were three in number to date. Sotheby's International Realty, Inc. and myself as the lead
4 Agent, will continue to aggressively market for sale the Real Property for overbids up to the
5 date of the Sale Motion and up to the date of closing of the escrow for the sale of same and
6 accommodate any additional showing requests, even with a current offer accepted. As for
7 print advertising, the property was featured in the MLS Broker Caravan guide on 10/08/19.

8 10. I have personally spoken in detail to the Broker for the proposed Buyers and to
9 the Buyers set forth in **Exhibit "1"** and, based thereon, is informed and believes and based
10 thereon alleges the following disclosures to support a good faith determination of the sale of
11 the Real Property by this Court:

- 12 A) The Buyers have no pre-petition nor post-petition relationship with other
13 bidders, the debtor, major creditors, or equity security holders in the case, or
14 any of the Debtor's officers, directors, agents, attorneys or employees;
- 15 B) The Buyers' expected relationship after the sale with the Debtor or the
16 Debtor's present or former officers, directors, agents, or employees (including
17 no offers of employment or compensation have been made or will be offered
18 to the Debtor's present or former officers, directors, agents, or employees);

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- C) No consideration is contemplated or promised to be transferred or has been transferred by the Buyers in connection with the sale to any person other than the Debtor for his Estate; and
- D) There exists no evidence of fraud or collusion between the Buyers and any other bidders or the Debtor's officers, directors, agents or employees, or any attempt to take unfair advantage of other bidders.

I declare under the penalty of perjury and the laws of the United States of America and the State of California that the foregoing is true and correct and that this Declaration was executed on this 24th day of October, 2019 at Los Angeles, California

DocuSigned by:  10/23/2019
858BE5EDD48C443 Alison MacCracken

DECLARATION OF SAMUEL R. BIGGS

I, Samuel R. Biggs, declare as follows:

1. I am a partner of SLBiggs, A Division of SingerLewak ("SLBiggs"). I am a certified public accountant licensed to practice in the State of California. Pursuant to this Court's Order Entered on March 14, 2019, SLBiggs was Employed by the Estate of Thomas D. Bohlmann in the within chapter 11 case. I have also been appointed as a chapter 7 Trustee, chapter 11 Trustee, and Liquidating Trustee in numerous cases before the United States Bankruptcy Court, acting as a duly appointed fiduciary in this capacity in hundreds of cases over several decades by the Office of the United States Trustee and the United States Bankruptcy Court.

2. I am over the age of 18 and make this declaration in support of the Debtor's Motion And Memorandum Of Points And Authorities In Support Of Motion For Order: (1) Approving The Sale Of Real Property Of The Estate Free And Clear Of Liens And Other Interests And Bidding Procedures; (2) Finding Buyer Is A Good Faith Purchaser; And (3) Waiving 14-Day Stay Of FRBP 6004(h) (hereinafter referred to as the "Sale Motion").

3. I have reviewed the Sale Motion and the information therein is true and correct to the best of my knowledge, information, and belief. By this Sale Motion, the Debtor seeks that the Court approve the proposed sale terms and the Bid and Overbid Procedures set forth in full in the Sale Motion.

4. The matters stated herein are true and correct, and within my personal knowledge, unless stated on information and belief, and as to such matters, I believe them to be true. If called as a witness, I would competently testify thereto.

5. As stated in the Sale Motion and in the attached Purchase and Sale Agreement, Exhibit "1" attached hereto, the purchase offer in hand is \$3,400,000. Thus, without a significant overbid at the sale hearing, the net proceeds of the sale of the Cumbre Verde Property are not expected to be sufficient to pay off all of the undisputed secured creditors in the Estate. Said payments, including those to Wells Fargo Bank, the senior secured creditors against the Real Property, are also subject to the submission of approved

1 Demands for Payoff by each of the secured creditors which to date have not yet been
2 completed, submitted to the escrow company, and reviewed. The following is a detailed
3 recitation of the undisputed secured claims against the Estate, as obtained from my detailed
4 review of the Preliminary Title Insurance Company Report and primary Recorded Copies of
5 said Lien Documents (with the exception of the Wells loan recorded Deeds of Trust (senior
6 in right and time to all other secured claims) which are a part of the Court's files through filed
7 Adequate Protection Stipulations and Orders), true and correct copies of which are attached
8 hereto respectively as Exhibits "6" and "7":

SECURED PROPERTY CLAIMS								
Claimant Name	Notes	No.	Proof of Claim Type	Amount	Secured	Priority	Unsecured	
1 Wells Fargo Bank, N.A.	1st TD: Mortgage - (recorded 10-10-2003)	1-1	Property	1,074,425.56	1,074,425.56	0.00	0.00	
2 Wells Fargo Bank, N.A.	2nd TD: Credit Line (recorded 6-25-2007)	10-1	Property	970,523.91	970,523.91	0.00	0.00	
3 Wells Fargo Bank, N.A.	3rd TD: Credit Line (recorded 4-23-2008)	9-1	Property	100,024.05	100,024.05	0.00	0.00	
Total Property Claims:				2,144,973.52	2,144,973.52	0.00	0.00	

TAX CLAIMS:								
Claimant Name	Notes	No.	Proof of Claim Type	Amount	Secured	Priority	Unsecured	
4 Franchise Tax Board	2012 - Penalty 2014-2017 - Balance, penalty and Interest	2-1	Tax	128,787.48	128,787.48	0.00	0.00	
5 IRS	Secured: 2009 through 2015 balance due, interest, and penalties. Priority: 2015 (assessed 6/25/2018) through 2018 balance due plus interest. Unsecured - 2014 (balance due assessed 3/20/2017 plus interest) and penalties for priority and unsecured claims.	4-1	Tax	1,281,213.89	771,179.32	422,049.54	87,985.03	
6 EDD	Scheduled on Petition, no POC	Petition	Priority	1.00	0.00	0.00	1.00	
7 State Board of Equalization	Scheduled on Petition, no POC	Petition	Priority	1.00	0.00	0.00	1.00	
Total Tax Claims:				1,410,003.37	899,966.80	422,049.54	87,987.03	

SECURED CLAIMS:								
Claimant Name	Notes	No.	Proof of Claim Type	Amount	Secured	Priority	Unsecured	
8 White Zuckerman Warsavsky Lune Wolf & Hunt LLP	Not Scheduled PTR (recorded 3-12-13)	Not Scheduled	S	10,268.70	10,268.70			
9 Linda Sue Gross, Esq	Settlement agreement \$850 per month until final payment (recorded 5-23-13)	6-1	S	76,654.77	76,654.77	0.00	0.00	

1	10 Fidelity Creditor Service, Inc.	Not Scheduled PTR (recorded 10-29-15) Small claims civil judgement, plaintiff is CMM LP	Not Schedule d	S	27,328.94	27,328.94	0.00	0.00
2	Total Secured Claims:				114,252.41	114,252.41	0.00	0.00
3	TOTAL CLAIMS							
4	Secured: 3,159,192.73				422,049.54	293,951.14		

6. I have prepared an estimate of the tax consequences of the sale of Debtor's residence based on information available at this time and do not show any negative impact to the estate or creditors. After inclusion of the property costs, improvements and other applicable exclusions, subject to a successful over bid sale price approved well in excess of the \$3.4 million offer now proposed, there is estimated to be no incremental net taxable income projected for this bankruptcy estate resulting from the sale of the property, based upon the following analysis:

Sale Price (subject to overbid:	\$3,400,000
Less Selling Costs:	(238,000)
Less Property Cost Basis:	(2,575,000)
Less Interest and Other Costs	(404,760)
Homeowner Income Exclusion:	<u>(250,000)</u>
Net Loss Contribution:	(\$67,760)

7. Based on the currently available numbers, the sale will result in insufficient cash after payment of selling costs and the estimated Wells Fargo secured debts, to

///
///
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///
///

1 liquidate and pay in full all other secured liens by \$105,719. I have calculated this estimated
2 shortfall based upon the above sales price and selling costs, payoff demands for Wells
3 Fargo Bank loans of \$2,253,500 and other secured creditor liens of \$1,014,219. This
4 shortfall will be dealt with subsequent to closing of the sale transaction through further
5 review of the unpaid secured liens and negotiation, claims objection and/or subordination of
6 the respective claims in order to file an appropriate motion with this court for approval and
7 payment thereof and through a prospective confirmed Plan of Reorganization from the
8 Debtor's projected post-petition income, unencumbered by any further obligations related to
9 the Real Property after closing of the sale of same.

10
11 I declare under the penalty of perjury and the laws of the United States of America
12 and the State of California that the foregoing is true and correct and that this Declaration
13 was executed on this 24th day of October 2019 at Los Angeles, California

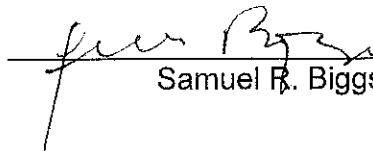
14
15 
16 Samuel R. Biggs

EXHIBIT "1"

EXHIBIT "1"



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Exhibits and Disclosures Page 2 of 158
DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Buyer's Brokerage Firm to Buyer) (As required by the Civil Code) (C.A.R. Form AD, Revised 12/18)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller.

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A S...

DocuSigned by: Daniel Perlstein, Ronald Perlstein, Denise Perlstein. Date: 10/4/2019. DRE Lic. # 01325358. Danco, INC. Real Estate Broker (Firm). Daniel Perlstein, Person or Broker-Associate, if any.

AD REVISED 12/18 (PAGE 1 OF 2)

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

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____

Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)

Seller's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____

Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

Buyer's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____

Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)

Buyer's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____

Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/18 (PAGE 2 OF 2)
DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)



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

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

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

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

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

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

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

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

Seller _____ Date _____
Se _____ Date _____
DocuSigned by: _____ DocuSigned by: _____
Bu _____ Date 10/4/2019
Bu _____ Denise Perlstein _____ Daniel & Ronald Perlstein _____ Date 10/4/2019
3948F11F7FB446B... _____ 16A7FE99892C4B4... _____
Daniel Perlstein _____ Danco, INC _____ DRE Lic # _____ Date 10/4/2019
FDE04CB42913498... _____ DRE Lic # 01325358 _____ Date _____
Seller's Brokerage Firm Sotheby's International Realty _____ DRE Lic # _____ Date _____
By Alison Maccracken _____ DRE Lic # _____ Date _____

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PRBS REVISED 12/18 (PAGE 1 OF 1)



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



CALIFORNIA ASSOCIATION OF REALTORS®

Exhibits and Proof of Service Page 5 of 158
WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY
(C.A.R. Form WFA, Revised 12/17)

Property Address: 16630 Cumbre Verde CT, Pacific Palisades, CA 90272 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

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

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

ACCORDINGLY, YOU ARE ADVISED:

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

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

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

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

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

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks.

By signing below, the undersigned acknowledge that each has read, understands and has received a copy of the "Electronic Funds Transfer" and "Wire Transfer" sections of this advisory.

Buyer/Ten... Denise Perlstein... Daniel & Ronald Perlstein... Date 10/4/2019
Buyer/Ten... Denise Perlstein... Date 10/4/2019
Seller/Land... Date
Seller/Landlord... Date

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WFA REVISED 12/17 (PAGE 1 OF 1)

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





CALIFORNIA ASSOCIATION OF REALTORS®

Exhibits and Proof of Service CALIFORNIA Page 6 of 158 RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (C.A.R. Form RPA-CA, Revised 12/18)

Date Prepared: 10/04/2019

1. OFFER:

- A. THIS IS AN OFFER FROM Daniel & Ronald Perlstein, Denise Perlstein ("Buyer").
B. THE REAL PROPERTY to be acquired is 16630 Cumbre Verde CT, Pacific Palisades, CA 90272, situated in Pacific Palisades (City), Los Angeles (County), California, 90272 (Zip Code), Assessor's Parcel No. 4431-033-032 ("Property").
C. THE PURCHASE PRICE offered is Three Million, Two Hundred Fifty Thousand Dollars \$ 3,250,000.00

D. CLOSE OF ESCROW shall occur on (date) or 45 Days After Acceptance.
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).

B. CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm Sotheby's International Realty License Number

Is the broker of (check one): [X] the seller; or [] both the buyer and seller. (dual agent)

Seller's Agent Alison Maccracken License Number

Is (check one): [X] the Seller's Agent. (salesperson or broker associate) [] both the Buyer's and Seller's Agent. (dual agent)

Buyer's Brokerage Firm Danco, INC License Number

Is the broker of (check one): [X] the buyer; or [] both the buyer and seller. (dual agent)

Buyer's Agent Daniel Perlstein License Number 01325358

Is (check one): [X] the Buyer's Agent. (salesperson or broker associate) [] both the Buyer's and Seller's Agent. (dual agent)

C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

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

A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 97,500.00

(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, [] cashier's check, [] personal check, [] other within 3 business days after Acceptance (or);

OR (2) [] Buyer Deposit with Agent: Buyer has given the deposit by personal check (or) to the agent submitting the offer (or to), made payable to

. The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or).

Deposit checks given to agent shall be an original signed check and not a copy.

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

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

If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

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

D. LOAN(S):

(1) FIRST LOAN: in the amount of \$ 2,275,000.00

This loan will be conventional financing OR [] FHA, [] VA, [] Seller financing (C.A.R. Form SFA),

[] assumed financing (C.A.R. Form AFA), [] Other . This loan shall be at a fixed

rate not to exceed % or, [] an adjustable rate loan with initial rate not to exceed %.

Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.

(2) [] SECOND LOAN in the amount of \$

This loan will be conventional financing OR [] Seller financing (C.A.R. Form SFA), [] assumed

financing (C.A.R. Form AFA), [] Other . This loan shall be at a fixed rate not to

exceed % or, [] an adjustable rate loan with initial rate not to exceed %.

Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.

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

E. ADDITIONAL FINANCING TERMS:

F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 877,500.00 to be delivered pursuant to Escrow Holder instructions.

G. PURCH [DP] [RP] [DP] \$ 3,250,000.00

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Seller's Initials () ()

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- H. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within **3 (or _____) Days** After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (Verification attached.)
- I. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within **17 (or _____) Days** After Acceptance.
- J. **LOAN TERMS:**
 - (1) **LOAN APPLICATIONS:** Within **3 (or _____) Days** After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (Letter attached.)
 - (2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a **contingency** of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are **not contingencies** of this Agreement.
 - (3) **LOAN CONTINGENCY REMOVAL:** Within **21 (or _____) Days** After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
 - (4) **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
 - (5) **LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- K. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

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

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

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

5. **ADDENDA AND ADVISORIES:**

- A. ADDENDA:

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

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

6. **OTHER TERMS:** Buyer is a licensed RE Broker

7. **ALLOCATION OF COSTS**

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

- (1) Buyer Seller shall pay for a natural hazard zone disclosure report, including tax environmental Other: _____ prepared by sellers choice
- (2) Buyer Seller shall pay for the following Report city of LA 9A report prepared by _____
- (3) Buyer Seller shall pay for the following Report _____ prepared by _____

B. **GOVERNMENT REQUIREMENTS AND RETROFIT:**

(1) Buyer Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and _____ M, _____ S _____ exempt.

Buyer's Initials DP RP DP
RPA-CA REV 18 _____)

Seller's Initials (_____) (_____)



- (2) (i) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
- (ii) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
- (iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

- (1) (a) Buyer Seller shall pay escrow fee each pay their own.
- (b) Escrow Holder shall be sellers choice any reputable company.
- (c) The Parties shall, within **5 (or _____) Days** After receipt, sign and return Escrow Holder's general provisions.
- (2) (a) Buyer Seller shall pay for **owner's** title insurance policy specified in paragraph 13E _____.
- (b) Owner's title policy to be issued by sellers choice any reputable company.
- (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or fee _____.
 - (2) Buyer Seller shall pay City transfer tax or fee _____.
 - (3) Buyer Seller shall pay Homeowners' Association ("HOA") transfer fee _____.
 - (4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
 - (5) Buyer Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
 - (6) Buyer to pay for any HOA certification fee.
 - (7) Buyer Seller shall pay for any private transfer fee _____.
 - (8) Buyer Seller shall pay for _____.
 - (9) Buyer Seller shall pay for _____.
 - (10) Buyer Seller shall pay for the cost, not to exceed \$ 900.00 _____, of a standard (or upgraded) one-year home warranty plan, issued by Buyers choice _____, with the following optional coverages: Air Conditioner Pool/Spa Other: _____.
- Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

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

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

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

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

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

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

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

9. CLOSING AND POSSESSION:

A. Buyer intends (or does not intend) to occupy the Property as Buyer's primary residence.

B. Seller-occupied or vacant property: Possession shall be delivered to Buyer: (i) at 6 PM or (3:00 AM/ PM) on the date of Close Of Escrow DS _____; or (iii) at _____ AM/ PM on _____.

Buyer's Initials DP RP DP Seller's Initials _____ (_____) (_____)



C. **Seller remaining in possession After Close Of Escrow:** If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.

D. **Tenant-occupied property: Property shall be vacant at least 5 (or ___) Days** Prior to Close Of Escrow, unless otherwise agreed in writing. **Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.**

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

E. At Close Of Escrow: Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.

F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

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

A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).

(2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Seller's Agent, if any, has completed and signed the Seller's Brokerage Firm section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Brokerage Firm, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Brokerage Firm.

(3) **Note to Buyer and Seller:** Waiver of Statutory and Lead Disclosures is prohibited by Law.

(4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).

(5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.

(6) In the event Seller or Seller's Brokerage Firm, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**

(7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days** After Delivery in person, or **5 Days** After Delivery by deposit in the mail, or by an electronic record satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of cancellation to Seller or Seller's agent.

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

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

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

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

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

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

Buyer's Initials

Seller's Initials



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

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

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

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

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

13. TITLE AND VESTING:

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

Buyer's Initials
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ds the ds by ds policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay an ds in ds ds

Seller's Initials () ()



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

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

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

(i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.

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

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

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

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

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

D. SELLER RIGHT TO CANCEL:

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

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

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

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

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

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

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

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

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

18. BROKERS:

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

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

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

20. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

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

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

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

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

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

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22. DISPUTE RESOLUTION:

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

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

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

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

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- C. ADDITIONAL MEDIATION AND ARBITRATION PROVISIONS:
 - (1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code section 2924.1; (ii) any matter that is within the jurisdiction of a probate, small claims or consumer protection action; and (iii) any matter that is within the jurisdiction of a probate, small claims or consumer protection action.

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(2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.

(3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.

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

24. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.

25. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.

26. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOA).

27. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.

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

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

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

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

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

One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signa _____ DocuSigned by: _____ 1 RCSD-B) for addi _____ DocuSigned by: _____

Date 10/4/2019 BUYER Daniel Perlstein _____ Ronald Perlstein _____
 (Print name) Daniel & Ronald DocuSigned by: _____
 Date 10/4/2019 BUYER Denise Perlstein _____ 16A7FE9892C4B4... _____
 (Print name) Denise Perlstein 3948F11F7FB446B... _____

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

Seller's Initials () ()

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

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

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

Date _____ SELLER _____

(Print name) _____

Date _____ SELLER _____

(Print name) _____

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

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

(Initials)

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

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

B. Agency relationships are confirmed as stated in paragraph 2.

C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. COOPERATING (BUYER'S) BROKER COMPENSATION: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

E. PRESENTATION OF OFFER: Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

DocuSigned by: Daniel Perlstein ico, INC DRE Lic. # 01325358 Date 10/4/2019
FDE04CB42913498... DRE Lic. # _____ Date _____
Address 2476 Overland Ave, suite 203 City Los Angeles State CA Zip 90064
Telephone (310)382-0679 Fax _____ E-mail dancohousing@aol.com
Seller's Brokerage Firm Sotheby's International Realty DRE Lic. # _____
By Alison Maccracken DRE Lic. # _____ Date _____
By _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone (310)600-8590 Fax _____ E-mail alison@maccracken.com

ESCROW HOLDER ACKNOWLEDGMENT:

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

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

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail //

Escrow Holder has the following license number # _____

Department of Business Oversight, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: (_____) Seller's Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials

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

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Buyer Acknowledges that page 10 is part of this Agreement





ASSOCIATION OF REALTORS®

BUYER'S INSPECTION ADVISORY (C.A.R. Form BIA, Revised 11/14)

Property Address 16630 Cumbre Verde CT, Pacific Palisades, CA 90272

- 1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.
3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.
A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS: Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
B. SQUARE FOOTAGE, AGE, BOUNDARIES: Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
C. WOOD DESTROYING PESTS: Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
D. SOIL STABILITY: Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL: Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
F. ENVIRONMENTAL HAZARDS: Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
G. EARTHQUAKES AND FLOODING: Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
H. FIRE, HAZARD AND OTHER INSURANCE: The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS: Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
J. RENTAL PROPERTY RESTRICTIONS: Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
K. SECURITY AND SAFETY: State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory.

Buyer: Daniel Perlstein, Ronald Perlstein, Denise Perlstein (with DocuSign signatures and IDs)

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BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)





CALIFORNIA ASSOCIATION OF REALTORS®

Exhibits and Proof of Service Page 17 of 158 BUYER COUNTER OFFER No. 2 (C.A.R. Form BCO, 11/14)

This is a counter offer to the: [X] Seller Counter Offer No. 2, [] Seller Multiple Counter Offer No. , or [] Other (Offer), dated October 9, 2019, on property known as 16630 Cumbre Verde CT, Pacific Palisades, CA 90272 (Property), between Daniel & Ronald Perlstein, Denise Perlstein (Buyer) and Dr. Thomas Bohlmann (Seller).

- 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer or an addendum.
B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but deposit amount(s) shall remain unchanged from the original Offer.
C. OTHER TERMS: Purchase price to be \$3,400,000

D. The following attached addenda are incorporated into this Buyer Counter offer: [] Addendum No. []

- 2. EXPIRATION: This Buyer Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:
A. Unless by 5:00pm on the third Day After the date it is signed in paragraph 3 (if more than one signature then, the last signature date)(or by [] AM [] PM on (date)) (i) it is signed in paragraph 4 by Seller and (ii) a copy of the signed Buyer Counter Offer is personally received by Buyer or , who is authorized to receive it.
B. OR [] If Buyer withdraws it in writing (CAR Form WOO) anytime prior to Acceptance.

3. OFFER: BUYER I HEREBY ACCEPT AND ACKNOWLEDGES RECEIPT OF A COPY.
Buyer: Denise Perlstein, Daniel & Ronald Perlstein
Buyer: Denise Perlstein, Denise Perlstein
Date: 10/11/2019, 10/11/2019

4. ACCEPTANCE: I/WE accept the above Buyer Counter Offer (If checked [] SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a copy of the same.
Seller: Dr. Thomas Bohlmann
Date: 10/13/2019, Time: [] AM/ [] PM

CONFIRMATION OF ACCEPTANCE: (Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent as specified in paragraph 2A on (date) 10/11/19 at [] AM/ [] PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document.

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Direct Phone (310) 268-8213
Direct Fax (310) 231-0759
Email: Pamela.Carruthers@trgc.com

ADDITIONAL ESCROW INSTRUCTIONS/GENERAL PROVISIONS

TERMS OF TRANSACTION

ESCROW OFFICER: PAMELA S. CARRUTHERS	DATE: OCTOBER 15, 2019
PROPERTY ADDRESS: 16630 Cumbre Verde Court (Pacific Palisades Area) Los Angeles, CA 90272	ESCROW NO.: 4511219-05858-PC
CLOSING DATE: November 27, 2019	
Buyer will deposit with Escrow Holder an initial deposit in the amount of:	\$102,000.00
Buyer will execute and deliver a New First Trust Deed Loan:	\$2,380,000.00
Prior to the close of escrow, Buyer to deposit balance of down payment:	\$918,000.00
TOTAL CONSIDERATION:	\$ 3,400,000.00

West Coast Escrow is licensed by the State of California, Department of Business Oversight, License No. 963-1275.

Sotheby's International Realty who is serving as your and/or another person's broker in connection with this real estate transaction is affiliated with West Coast Escrow as West Coast Escrow's parent company is owned by the same company that owns Sotheby's International Realty's parent company.

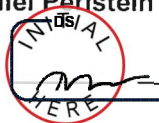
Subject property is located in the City of Los Angeles, County of Los Angeles, State of California, and is described as follows:

Lot 105 of Tract No. 31935, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 1009, Pages 73 through 88, inclusive of Maps, in the office of the County Recorder of said County and as more particularly described in "Exhibit A" attached hereto and made a part hereof.

The undersigned Buyer ("Buyer" herein shall refer to and include all buyers) and Seller ("Seller" herein shall refer to and include all sellers) in the above-referenced escrow (the "Escrow") herewith provide **West Coast Escrow** Company ("Escrow Holder," "you" or "your") a copy of the **California Residential Purchase Agreement and Joint Escrow Instructions** dated **October 4, 2019, Seller Counter Offer No. 1 dated October 7, 2019, Buyer Counter Offer No. 1 dated October 8, 2019, Seller Counter Offer No. 2 dated October 9, 2019, Buyer Counter Offer No. 2 dated October 11, 2019 and Addendum(s): Buyer's Inspection Advisory**, (collectively, the "Purchase Agreement"). Applicable provisions of the Purchase Agreement shall serve as escrow instructions to Escrow Holder, when executed and legible, in conjunction with these Additional Escrow Instructions/General Provisions (the "General Provisions"). The applicable provisions of the Purchase Agreement and these General Provisions are collectively referred to herein as the "Escrow Instructions." Escrow Holder is not to be concerned with or liable for any other obligations, express, implied or equitable, between or among the Buyer, Seller and/or their Brokers. To the extent the General Provisions are inconsistent or conflict with the Purchase Agreement, the General Provisions will control as to the duties and obligations of Escrow Holder only. The undersigned will deliver to Escrow Holder any and all instruments and funds required for Escrow Holder to comply with the Escrow Instructions. Your duty to act as Escrow Holder shall not commence until you receive the Purchase Agreement signed by all parties.

TITLE SHALL BE VESTED IN: Daniel Perlstein and Ronald Perlstein and Denise Perlstein

SELLER INITIALS: _____ **BUYER INITIALS:** _____



(Buyer shall provide Escrow Holder with a complete vesting prior to the close of Escrow. Escrow Holder is authorized and directed to correct the Grant Deed associated with the above-numbered Escrow to reflect (1) the vesting designated by Buyer, and (2) the final documentary and city transfer taxes, over the notarized signature of Seller thereon, with no further authorization required.)

1. **Responsibilities of Escrow Holder:**

- A. Escrow Holder's rights and liabilities are as an Escrow Holder only, not as a trustee, and no fiduciary or other legal relationship is created.
- B. Escrow Holder's duties herein are limited to the safekeeping of funds and documents received by you as Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by you in this Escrow. Escrow Holder shall not be liable for any damages, losses, costs or expenses incurred by any party as a result of any good faith act or failure to act by Escrow Holder, or for any action taken that Escrow Holder shall in good faith believe to be necessary.
- C. Escrow Holder is authorized and directed to deposit any and all funds received in this Escrow in a trust account with any state or national bank in the name of Escrow Holder (the "Escrow Trust Account") pending the completion of this Escrow. The Escrow Trust Account may also include escrow funds from other customers for unrelated transactions. UNLESS OTHERWISE AGREED TO IN WRITING, EACH PARTY UNDERSTANDS THAT THE ESCROW TRUST ACCOUNT IS NON-INTEREST BEARING. NO FINANCIAL OR OTHER BENEFITS WILL BE EARNED BY OR PROVIDED TO BUYER OR SELLER WITH RESPECT TO SUCH FUNDS. ESCROW HOLDER AND ITS AFFILIATES MAY RECEIVE DIRECT OR INDIRECT FINANCIAL AND OTHER BENEFITS FROM THE DEPOSITORY WITH RESPECT TO SUCH FUNDS. THESE BENEFITS SHALL BE TREATED AS ADDITIONAL COMPENSATION TO ESCROW HOLDER FOR ITS SERVICES IN THIS TRANSACTION, AND ESCROW HOLDER SHALL HAVE NO OBLIGATION TO ACCOUNT TO THE PRINCIPALS FOR THE VALUE OF ANY SUCH BENEFITS.
- D. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY IN THE PURCHASE AGREEMENT, ESCROW INSTRUCTIONS, AMENDMENTS, OR LENDER INSTRUCTIONS, **ESCROW HOLDER SHALL NOT BE REQUIRED TO VERIFY THE AUTHENTICITY OF SIGNATURES** OR TO INVESTIGATE WHETHER THERE IS FALSE IMPERSONATION, FORGERY, OR FRAUD WITH RESPECT TO DOCUMENTS DEPOSITED INTO THIS ESCROW BY BUYER, SELLER OR THEIR AGENTS.
- E. ESCROW HOLDER IS NOT LIABLE OR RESPONSIBLE IN ANY MANNER FOR THE SUFFICIENCY OR CORRECTNESS AS TO FORM, CONTENT, MANNER OF EXECUTION, OR VALIDITY OF ANY DOCUMENTS PROVIDED TO ESCROW HOLDER, OR AS TO THE IDENTITY, AUTHORITY, CAPACITY OR RIGHTS OF ANY PERSON(S) EXECUTING SUCH DOCUMENTS. ESCROW HOLDER IS NOT LIABLE OR RESPONSIBLE FOR ANY LOSS THAT MAY OCCUR BY REASON OF FORGERIES, FRAUD OR FALSE REPRESENTATIONS MADE BY OR INVOLVING THE PRINCIPAL PARTIES HERETO OR ANY THIRD PARTIES.

2. **Responsibility of Sub-Escrow Holder:** If it is necessary, proper or convenient for the consummation of this Escrow, Escrow Holder is directed to transfer or cause to be transferred any funds and documents from Buyer, Seller or other parties with regard to this Escrow to a sub-Escrow Holder. Buyer and Seller are aware that any title company utilized for obtaining a title insurance policy may be utilized in this Escrow as a sub-Escrow Holder. A sub-Escrow Holder, if appointed, shall be charged with the exclusive duty of making the payment of any taxes and beneficiary or payoff demands with the funds it receives, and to obtain a full or partial reconveyance of any liens or encumbrances necessary to place the title of the property in the manner provided for in any agreement, lender instructions or other instructions. Buyer and Seller acknowledge and accept that the sole and exclusive remedy for any injury or damages arising out of the actions of a sub-Escrow Holder shall lie only against the sub-Escrow Holder and not Escrow Holder.

3. **Title Insurance:** If a title company is specified by Buyer and/or Seller in the Purchase Agreement or otherwise, Escrow Holder is instructed to open a title order with said title company (the "Title Company"). Any preliminary title report obtained from the Title Company is subject to the limitations of California Insurance Code §12340.11, and Escrow Holder makes no warranties or representations as to the condition of title to the subject property at any time. Buyer and Seller authorize and instruct Escrow Holder to utilize the legal description provided by the Title Company for the preparation of any deed or other documentation necessary to close this transaction. Escrow Holder has no duty to investigate, does not warrant the accuracy of said legal description, and is held harmless and specifically released of any and all liability or responsibility, in connection therewith.

4. **Time For Performance:** If the date by which a Buyer's or Seller's performance is due is other than Escrow Holder's regular business day, such performance shall be due on the next succeeding business day. In the event that the

SELLER INITIALS:  BUYER INITIALS: _____

conditions of this escrow have not been complied with at the expiration of the time provided for herein, or any extension thereof, Escrow Holder is nevertheless instructed to complete the same at the earliest possible time thereafter, unless a party makes written demand upon you for cancellation and the return of the money and/or instruments deposited. If written demand to cancel is received, at Escrow Holder's sole discretion, you may stop and withhold all further proceedings in this escrow without liability for interest on funds held or for damages, until satisfactory mutual cancellation instructions signed by all parties are deposited into escrow, the demand is withdrawn by the party, or by further mutual instructions or order in a form satisfactory to Escrow Holder.

- 5. **Property Tax Proration:** Escrow Holder will prorate real property taxes based upon tax figures provided by the Title Company, without liability to Escrow Holder as to their correctness. Buyer is aware that the property will be reassessed upon change of ownership. The County Tax Assessor may issue supplemental tax bills for more than the amount used for prorating purposes, or in the event there has been an overpayment, the overpayment amount may not be refunded, but may instead be held for a subsequent credit against the payment of future taxes on the property. Buyer and Seller hereby agree that any overpayment or underpayment of taxes shall be handled by and between the Buyer and Seller outside of escrow. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED BY AND BETWEEN BUYER AND SELLER OUTSIDE OF ESCROW. Escrow Holder is hereby released from responsibility or liability of any kind arising out of any such overpayment or underpayment of taxes. This release shall survive the close of escrow.
- 6. **Preliminary Change of Ownership Report:** Section 480.3 of the Revenue and Taxation Code requires that a "Preliminary Change of Ownership Report" be completed and certified by Buyer, and filed concurrently with the Deed or other documents that reflect a change of ownership in real property. The Buyer herein agrees to complete and sign such a report and deliver same to Escrow Holder. Escrow Holder shall forward same to the Title Company for submission to the Recorder's Office at the Close of Escrow. Buyer understands and acknowledges that should the fully completed/certified report not accompany the conveyance document, the County Recorder's Office may reject the filing and/or charge an additional non-refundable fee. In addition to this fee, there may be other expenses incurred by Buyer outside of escrow or after the close of escrow due to Buyer's failure to file a completed/certified report. Buyer authorizes Escrow Holder to debit the Buyer's account for the fee charged by the Recorder's Office in the event the change of ownership statement is not deposited with Escrow Holder prior to the close of escrow. Buyer is responsible for completing and returning any Change of Ownership Report required by the County Tax Assessor after the close of escrow and is exclusively responsible for any penalty or reassessment tax imposed by the County Tax Assessor for Buyer's failure to return a Change of Ownership Report to the Office of the County Assessor.
- 7. **Foreign Investment In Real Property Tax Act (FIRPTA) Withholding:** Buyer and Seller are aware of the requirements of Internal Revenue Code, Section 1445, Foreign Investment in Real Property Tax Act (FIRPTA), which provides that every Buyer must, unless an exemption applies, deduct 10%-15% of the gross sales price from Seller's proceeds and pay those funds to the Internal Revenue Service at the close of escrow if the Seller is a "foreign person" under that statute. The funds will be paid to the Internal Revenue Service with or without a Tax ID number. In the event that Seller does not have a Tax ID number, Seller must apply for one immediately. Seller will not be eligible for a refund from the Internal Revenue Service, if one is due, if the funds deducted are submitted to the Internal Revenue Service without a Tax ID number.
- 8. **State Tax Withholding: Notification To Buyer And Seller Regarding California's Tax Withholding Requirements On The Sale Of Real Property (CAL-FIRPTA):** In addition, in accordance with Section 18662 of the Revenue and Taxation Code, unless an exemption applies, a Buyer may be required to withhold an amount equal to 3-1/3% of the sales price in the case of a disposition of California real property interests, after notification of the withholding requirements.
- 9. **Tax Reporting/1099:** Under the Tax Reform Act, Internal Revenue Code Section 6045(e), Escrow Holder will report the gross proceeds from the transfer of an ownership interest in real estate to the Internal Revenue Service ("IRS"). The Seller/Transferor is required by law to furnish a correct Taxpayer Identification Number ("TIN") or Social Security Number to Escrow Holder. Each Seller/Transferor must provide a permanent address to which the Escrow Holder can mail IRS Form 1099-S following the close of escrow. In the event there is more than one Seller/Transferor, documentation regarding the allocation of the gross proceeds from this transaction must be received by Escrow Holder prior to the date of closing.
- 10. **Allocation of Costs:** Escrow Holder is instructed to debit Buyer and Seller in accordance with the Purchase Agreement and to pay bills as presented. All parties agree to pay escrow fees and charges, including messenger fees, overnight delivery charges, recording fees, charges for evidence of title, homeowner's association fees, returned check charges and notary fees, if applicable, at close of escrow or upon cancellation. All parties are aware that Buyer or Seller may be eligible for a repeat client/courtesy discount. All other closing costs are to be charged

SELLER INITIALS:



BUYER INITIALS: _____

pursuant to the Purchase Agreement. Escrow Holder is authorized to pay or prorate any bonds, assessments, taxes, or liens of record, in accordance with the Purchase Agreement.

11. **Authorization to Release Documentation:** Unless otherwise instructed, Buyer and Seller hereby authorize Escrow Holder to release estimated closing statements, executed escrow instructions, amendments, "short-pay approvals," final closing statement or consolidated HUD-1, ALTA Settlement Statement, and/or Closing Disclosure to any new lender or "short-pay" lender necessary to close the Escrow. Escrow Holder may release a copy of these instructions, amendments, and notice of cancellation, title reports, estimated and closing statements, ALTA Settlement Statement, and/or Closing Disclosure to any real estate broker, lender or title company referenced in the Purchase Agreement, prior to close of escrow.

12. **Beneficiary Statements/Payoff Demands:** Escrow Holder is not responsible for the contents or accuracy of any beneficiary demands, beneficiary statements, or payoff demands delivered by existing lien holders or homeowner's associations. Escrow Holder is authorized to pay through escrow any sums necessary to obtain any requisite reconveyances and to convey title to the property in the condition called for in the Purchase Agreement. Escrow Holder is not required to submit any such beneficiary statements and/or payoff demands to the parties for approval before the close of escrow unless expressly instructed to do so in separate and specific written escrow instructions. Seller is aware that interest on existing loans is paid in arrears, and Seller's account will be charged interest on the payoffs of existing loans until the lender receives the payoff funds.

13. **Final Funds:** The parties agree to pay all funds required to close this Escrow ("Final Funds") upon demand. The parties understand that closing funds to be deposited by Buyer, Seller and/or Lender must be CLEARED as "Good Funds" pursuant to Section 12413.1 of the California Insurance Code prior to recordation (close of escrow). Seller's/Buyer's/Borrower's/Lender's deposit of Final Funds with Escrow Holder shall be deemed satisfaction and removal of all contingencies, confirmation of Buyer's receipt of all municipal reports and disclosures, the approval of the loan documents, and the parties' authorization to close Escrow. All parties depositing funds in connection with this Escrow are hereby notified that the funds so deposited are insured only to the current limits of the Federal Deposit Insurance Corporation. Funds to close must be sent to Escrow Holder in the form of a wire transfer to the Escrow Trust Account no later than TWO (2) business days prior to recording to avoid any delay in closing. ALL FUNDS DEPOSITED IN ESCROW FOR CREDIT OF BUYER MUST BE WIRE TRANSFERRED. WIRE INSTRUCTIONS: Online banking fraud is on the rise. If Buyer or Seller or their agents receive an email containing Wire Transfer Instructions that is not password protected, please contact your escrow officer immediately to verify the information prior to sending funds.

14. **New Loans (If Applicable):**

- A. Buyer is aware that interest on any new loan will accrue from the date of Lender's funding and that there may be a delay between the funding date and recording date. Escrow Holder shall have no liability with respect to interest on any loan resulting from the early or delayed funding by the Lender. Escrow Holder may return any funds received from a new lender upon Lender's demand prior to the close of escrow.
- B. Buyer and Seller acknowledge that Escrow Holder does not interpret or explain loan documents, nor is Escrow Holder responsible, involved or concerned with the loan application, qualifications, underwriting, disclosures, approval and processing of any loan, or the contents, terms or effects of documents prepared by the Lender. The Lender is responsible for the sufficiency and correctness of its own loan documents and for the qualifications of the Borrower(s). Buyer's execution of Lender's documents will signify Buyer's approval of all terms and conditions contained therein and Escrow Holder's authority to comply with Lender's requirements.
- C. Escrow Holder is not a "creditor" with regard to any new loans and therefore has no duty of disclosure in connection therewith. Escrow Holder will complete the HUD-1 in reliance on the information provided to Escrow Holder by the loan broker or lender, without verification.
- D. In the event of any conflict between the terms of any Lender's Instructions and these Escrow Instructions, these Escrow Instructions shall govern the duties and obligations of Escrow Holder. Notwithstanding any lender's or lien holder's instructions submitted to the Escrow Holder for Escrow Holder's signature, no fiduciary relationship shall arise between Escrow Holder and any lender, lien holder, creditor or other third party.
- E. RESPA, GFE/HUD-1 REQUIREMENTS: Buyer and Seller hereby authorize and instruct Escrow Holder to debit Buyer for the Owner's Title Insurance Policy premium, City and/or County transfer tax, and other charges if required by Buyer's lender in order to comply with the Real Estate Settlement Procedures Act ("RESPA") and any other applicable laws and regulations. Escrow Holder is further instructed to debit Seller and credit Buyer as reimbursement for any such costs and charges which were to be paid by Seller pursuant to the Purchase Agreement.
- F. Buyer understands it is Lender's responsibility to provide Buyer with copies of loan documents. In the event copies of all loan documents are not furnished by Lender, Escrow Holder is authorized to charge Buyer \$50.00 to provide copies. In the event loan documents are transmitted to Escrow Holder via email, it is understood that

SELLER INITIALS:



BUYER INITIALS: _____

Escrow Holder will not be responsible for the correctness and/or contents of such loan documents. Buyer agrees to pay a separate fee of \$50.00 for this printing service, per set of documents, in addition to the copying charge as outlined above.

15. **Electronic Signatures:** Escrow Holder is hereby authorized to accept electronic signatures as original signatures of the parties on the Purchase Agreement, Addendum(s), Listing Agreement, and all future documents and instructions received. Buyer and Seller acknowledge that they may be required to submit documents with traditional live signatures into this Escrow under certain circumstances, including but not limited to: 1) Where traditional live signatures are mandatory (such as recordable documents, city reports, government and/or lender documents); 2) As may be required by lenders; and 3) As may be required by Escrow Holder on any document in its sole discretion it deems a traditional live signature is required.

16. **Property Insurance:** Escrow Holder is hereby instructed to pay from Buyer's account the first year's premium to Buyer's chosen insurer and may forward a copy of any evidence of an insurance policy to Lender, if requested. Escrow Holder is authorized and instructed to debit funds deposited by Buyer for payment of any fees assessed by the homeowner's association's ("HOA") insurer for issuance of their Certificate. Escrow Holder is not to be concerned with and shall have no further duty or responsibility regarding hazard insurance or homeowner's insurance coverage.

In the event of an all-cash transaction, Buyer has the option of obtaining hazard insurance and paying any associated premiums through escrow, by designating the insurer to be used and depositing funds into escrow for the first year premium. Buyer is exclusively responsible to confirm issuance of any policy, with the desired coverage, at the close of escrow.

17. **No Disclosures or Warranties:**

- A. Buyer and Seller acknowledge that there may be civil or municipal disclosure(s), ordinance requirement(s), use regulations, and/or property reports that would affect the transfer of the real property. Buyer and Seller acknowledge that they have been encouraged to seek appropriate advice from legal and/or real estate professionals to ascertain what disclosures, certificates, reports and/or civil or municipal ordinances, need to be complied with outside of escrow. Escrow Holder has no responsibility or liability in connection with the validity, regularity or sufficiency of any such disclosures, notices or reports, regarding civil or municipal ordinances.
- B. If Escrow Holder receives a request or application for a Residential Property Report or Certificate of Compliance, Escrow Holder may forward same to the appropriate governmental agency, and charge Seller with any associated fees, unless otherwise instructed. Escrow Holder is not responsible or liable for the content or timeliness of any request, application, or response of any governmental agency.
- C. Escrow Holder is not responsible or to be concerned with the giving of any disclosures except those expressly required by Federal or State law. Escrow Holder has no responsibility or concern with the effect of (1) zoning ordinances, (2) homeowner's associations, (3) building occupancy restrictions or certificates, or (4) covenants, conditions, and restrictions ("CC&Rs") that may pertain to or affect the subject property or improvements thereto.

18. **Disbursements:** Disbursements shall be made by Escrow Holder either by check or wire transfer. Checks not presented for payment within six months after the date set forth thereon are subject to applicable service charges. All documents and funds shall be transmitted to the respective parties by United States mail to the addresses provided to Escrow Holder, unless otherwise instructed. Escrow Holder has no control or liability regarding a bank's timely processing or receipt of any disbursement made by check or wire transfer pursuant to Buyer's or Seller's instruction. It shall be Buyer's and Seller's duty to provide correct and accurate wire instructions to Escrow Holder. Escrow Holder is not responsible or liable for any loss or damage caused by delays or rejection of wire transfers due to incorrect routing or account numbers, account payees and/or account beneficiaries on any account into which Escrow Holder is directed to wire funds.

19. **Assignment of Proceeds:** If Seller unilaterally assigns any portion of the proceeds of this Escrow to be paid to any person or entity other than the original Seller, or if such a transfer occurs by operation of law, such assignment or transfer shall be subordinated to the fees and expenses of this Escrow, liens of record, and payments directed to be made by Buyer and Seller together. If full payment of such assignment would result in insufficient funds to close, after deduction of said expenses, liens and payments, then Escrow Holder is directed to close nevertheless, and pay any such assignments out of the remaining proceeds in the order in which such assignments are received.

20. **Dishonored Checks:** If any check submitted to Escrow is dishonored upon presentment for payment, Escrow Holder is authorized to so notify Buyer and Seller and any other appropriate persons. Buyer and Seller shall reimburse Escrow Holder for any costs or expenses incurred in connection therewith. The Seller's exclusive legal or equitable remedy for any injury from the dishonoring of any check or funds from Buyer shall lie only against Buyer and not Escrow Holder.

SELLER INITIALS:  BUYER INITIALS: _____

- 21. **Reimbursement of Funds:** If Escrow Holder disburses more funds to or for the benefit of any party than that party is entitled to receive, or the Escrow has a shortage that results in a benefit of any party, the party so benefitted shall repay Escrow Holder the amount of the overpayment or shortage within five days of demand, after which interest shall accrue and be paid to Escrow Holder at the rate of ten percent (10%) per annum. In the event that a party refuses or neglects to pay such funds to Escrow Holder, and it is necessary to resort to any legal proceedings to collect said funds, the party agrees to pay all charges, costs and attorney's fees.
- 22. **Document Retention:** Buyer and Seller acknowledge, consent and expressly authorize Escrow Holder to convert, store, or otherwise maintain any original documents (including executed purchase agreements) or copies thereof provided to Escrow Holder in an electronic format or medium for all purposes. Upon transfer of any document into an electronic format, Escrow Holder is expressly authorized, without any liability, to destroy the original paper documents provided to Escrow Holder. Buyer and Seller authorize Escrow Holder to destroy these instructions and all other instructions, documents and electronic records of this Escrow at any time after five (5) years from the close of escrow, cancellation, or date of last activity without liability or further notice.
- 23. **Privacy Policy:** Escrow Holder is committed to safeguarding the parties' customer information, particularly personal or financial information, furnished by the parties in order that Escrow Holder may provide the service or product requested by the parties. The parties have a right to know how Escrow Holder will use the customer information they provide to Escrow Holder, and this is explained in greater detail in Escrow Holder's Privacy Policy provided to the parties separate from these instructions. The parties acknowledge that Escrow Holder may, from time to time now and in the future, provide such customer information to one or more of its affiliated companies, such as title insurers/underwriters, in relation to the real estate transaction or any issues, claims or potential claims stemming from the transaction.
- 24. **Choice of Law and Limitations:** These instructions are to be construed and interpreted according to California Law. **NO ACTION SHALL LIE AGAINST ESCROW HOLDER FOR ANY CLAIM, LOSS, LIABILITY OR ALLEGED CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER, HOWEVER CAUSED OR INCURRED, IN CONNECTION WITH THE HANDLING OR PROCESSING OF THIS ESCROW, UNLESS BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE CLOSE OF ESCROW OR ANY CANCELLATION OR TERMINATION OF ESCROW FOR ANY REASON WHATSOEVER.**
- 25. **No Legal, Financial or Tax Advice:** THE PARTIES ACKNOWLEDGE AND UNDERSTAND THAT ESCROW HOLDER MAKES NO REPRESENTATIONS AND IS NOT AUTHORIZED TO PRACTICE LAW OR TO GIVE LEGAL OR FINANCIAL ADVICE. THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO SEEK LEGAL AND FINANCIAL COUNSEL AND ADVICE CONCERNING THE EFFECT OF THE PURCHASE AGREEMENT, THESE ESCROW INSTRUCTIONS, AND ANY LOAN DOCUMENTS OR OTHER FINANCIAL/TAX DOCUMENTS.
- 26. **Witness Fees:** If any officer, employee, or representative of Escrow Holder is required to respond to any subpoena or other order to personally appear in an action or proceeding in which Escrow Holder's breach or fault is not in issue, the party requiring such appearance shall pay to Escrow Holder and its officer, employee, or representative, in addition to the amounts from time to time provided for by law, the sum of \$400.00 as an additional witness fee for each day or part thereof that an officer, employee or representative of Escrow Holder is required to attend. As a condition precedent to any obligation to appear under such subpoena or order, the party requesting such appearance must concurrently with the service of the subpoena or order pay the additional witness fee that is agreed to herein for each day's actual attendance, even if no testimony is given.
- 27. **Conflicting Demands/Instructions And Interpleader Actions:** If conflicting demands or instructions are made upon Escrow Holder, or notice is given of any controversy or legal action between the parties or third person(s) in connection with this Escrow, Escrow Holder shall not be required to determine or resolve conflicting demands or claims or take any action, but has the absolute right to stop and withhold all further proceedings in the performance of this Escrow, without liability, until (1) any such conflicting demands or claims have been determined, resolved, or eliminated by mutual written agreement of the parties, (2) a valid amendment or supplement to these Escrow Instructions is provided to Escrow Holder, or (3) a final order or judgment of a court of competent jurisdiction in form satisfactory to Escrow Holder, is provided to Escrow Holder. Escrow Holder may also, at its sole discretion, file an interpleader or declaratory relief action, and deposit any documents or funds which are the subject of conflicting demands or claims with a court in connection with any such action, less Escrow Holder's escrow fees, costs, and attorneys' fees incurred to date.
- 28. **Resignation:** At any time prior to the close of escrow, Escrow Holder, for any reason and without liability to Buyer or Seller, may give written notice to the parties and resign as Escrow Holder. Escrow Holder shall be entitled to be reasonably compensated for the escrow services performed and reimbursed all costs and expenses incurred up to the time of resignation. The balance of any funds, property or documents shall be returned to the parties who deposited same or forwarded to a new Escrow Holder as mutually designated in writing by the parties.

SELLER INITIALS:

BUYER INITIALS: _____

29. Miscellaneous Provisions:

- A. Escrow Holder is authorized to use its own forms or any usual, standardized, preprinted forms in order to comply with these instructions, and may insert dates therein, if incomplete when executed by a party.
- B. Escrow Holder is authorized in its sole discretion to rely and act upon facsimile instructions, and/or email or electronic instructions, including but not limited to escrow instructions, amendments or modifications, demands, lender instructions, pay-off instructions and bills from Buyer, Seller or third parties, as though they are original instructions. In doing so, Escrow Holder is hereby released from liability or responsibility and indemnified and held harmless for any loss resulting from such reliance.
- C. This Escrow will be processed in the English language. Escrow Holder will not provide any language translation services. Should any party elect to use a language translator to assist them in understanding the escrow process, or any documentation that is part of this Escrow, that language translator will be the sole responsibility of said party in need of such assistance. Escrow Holder will not be liable or responsible for the accuracy of any language translator's interpretation. Any assistance by Escrow Holder in a language other than English is provided as a courtesy only, and is not to be relied upon with respect to the escrow process or the content, import or effect of any documentation in the Escrow.
- D. In the event any provision or term in these Escrow Instructions is held invalid by judicial proceeding, the remaining shall continue to be operative and enforceable.
- E. These Additional Escrow Instructions and General Provisions may be executed in counterparts, each of which shall be deemed an original regardless of the date of execution and delivery. All such counterparts together shall constitute one and the same document.

30. Cancellation: The parties agree that if escrow is canceled, terminated or otherwise not closed, the parties shall pay Escrow Holder any costs and expenses incurred, or for which it has become obligated in processing this transaction including, but not limited to, courier fees, filing fees, legal costs, third-party vender fees for services performed in this Escrow, as well as an escrow cancellation fee for services rendered in an amount of \$500.00, or up to the full amount of the escrow fee depending on the status of the Escrow at the time of cancellation. The parties agree that such costs, expenses and fees shall be paid from funds already on deposit or deposited in escrow before any cancellation or other termination of this Escrow is effective. Except as provided in the Purchase Agreement, upon receipt of mutual cancellation instructions, a final order, writ or judgment of a court of competent jurisdiction, levies, or garnishments in form satisfactory to Escrow Holder, Escrow Holder is authorized and instructed to disburse the escrow funds and instruments in accordance with such cancellation instructions, order, judgment or accompanying writ; and the Escrow shall be considered terminated and canceled without further notice.

31. No Activity Cancellation: Buyer and Seller agree that if no additional instructions are received from both Buyer and Seller within 120 days from the date escrow is to close, or any written extension thereof, Escrow Holder may consider the escrow cancelled and is authorized to take a cancellation fee in the amount of \$500.00 or a reasonable fee based upon Escrow Holder's determination of services performed. Any remaining deposits, documents or other items held by Escrow Holder may be transferred or disbursed to the depositors or parties specified in the instructions. Nothing herein restricts the ability of the Escrow Holder to file an interpleader action in the event of a dispute over the distribution of funds deposited in the Escrow.

32. Hold Open Fee: Unless otherwise instructed in writing and in addition to other fees and costs Escrow Holder may receive, if this Escrow does not close or cancel for any reason, 60 days after the original designated closing date, Escrow Holder is hereby authorized and instructed to withdraw from any funds on deposit in escrow and pay to Escrow Holder a holding fee of \$50.00 for each calendar month or fraction thereof, that undistributed funds or documents are retained in escrow. Further, Escrow Holder is irrevocably instructed that this escrow transaction will automatically cancel when all funds on deposit are disbursed.

SELLER INITIALS:  BUYER INITIALS: _____

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THEY HAVE RECEIVED AND READ THESE ADDITIONAL ESCROW INSTRUCTIONS/GENERAL PROVISIONS, AND THAT THEY APPROVE, ACCEPT AND AGREE TO BE BOUND HEREBY.

SELLER:

BUYER:

DocuSigned by:


Thomas D. Bohlmann

Daniel Perlstein

Ronald Perlstein

Denise Perlstein

**PLEASE SIGN
AND RETURN**

EXHIBIT "A"

LEGAL DESCRIPTION

LOT NO. 105 OF TRACT NO. 31935, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1009, PAGES 73 THROUGH 88 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM; ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS, ALL OTHER HYDROCARBON SUBSTANCES BY WHATSOEVER NAME KNOW, AND ALL WATER, CLAIMS OR RIGHTS TO WATER, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT, HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY PORTION OF THE SUBSURFACE LYING ABOUT A DEPTH OF 550 FEET, AS EXCEPTED OR RESERVED BY DEED RECORDED JULY 29, 1986 AS INSTRUMENT NO. 96-958956, OF OFFICIAL RECORDS"



West Coast Escrow Company

PRIVACY POLICY

FACTS	WHAT DOES West Coast Escrow 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 account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions <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 West Coast Escrow chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does West Coast Escrow 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	No	We don't share
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?	Please email: CAEscrowPrivacyPolicy@trgc.com	

Page 2	
Who we are	
Who is providing this notice?	West Coast Escrow
What we do	
How does West Coast Escrow 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 West Coast Escrow collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license <p>Give us your contact information</p> <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 <p>State laws and individual companies may give you additional rights to limit sharing.</p>
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 companies that are owned in whole or in part by Realty Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</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"> • West Coast Escrow does not share with nonaffiliates so they can market to you.
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> • West Coast Escrow does not share with nonaffiliated financial companies for joint marketing purposes.



11835 W. Olympic Blvd., #1120-East Tower
Los Angeles, CA 90064
General Phone (310) 826-2925
Direct Phone (310) 268-8213
Direct Fax (310) 231-0759
Email: Pamela.Carruthers@trgc.com

ADDITIONAL ESCROW INSTRUCTIONS/GENERAL PROVISIONS

TERMS OF TRANSACTION

ESCROW OFFICER: PAMELA S. CARRUTHERS	DATE: OCTOBER 15, 2019
PROPERTY ADDRESS: 16630 Cumbre Verde Court (Pacific Palisades Area) Los Angeles, CA 90272	ESCROW NO.: 4511219-05858-PC
CLOSING DATE: November 27, 2019	
Buyer will deposit with Escrow Holder an initial deposit in the amount of:	\$102,000.00
Buyer will execute and deliver a New First Trust Deed Loan:	\$2,380,000.00
Prior to the close of escrow, Buyer to deposit balance of down payment:	\$918,000.00
TOTAL CONSIDERATION:	\$ 3,400,000.00

West Coast Escrow is licensed by the State of California, Department of Business Oversight, License No. 963-1275.

Sotheby's International Realty who is serving as your and/or another person's broker in connection with this real estate transaction is affiliated with West Coast Escrow as West Coast Escrow's parent company is owned by the same company that owns Sotheby's International Realty's parent company.

Subject property is located in the City of Los Angeles, County of Los Angeles, State of California, and is described as follows:

Lot 105 of Tract No. 31935, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 1009, Pages 73 through 88, inclusive of Maps, in the office of the County Recorder of said County and as more particularly described in "Exhibit A" attached hereto and made a part hereof.

The undersigned Buyer ("Buyer" herein shall refer to and include all buyers) and Seller ("Seller" herein shall refer to and include all sellers) in the above-referenced escrow (the "Escrow") herewith provide **West Coast Escrow Company** ("Escrow Holder," "you" or "your") a copy of the **California Residential Purchase Agreement and Joint Escrow Instructions** dated **October 4, 2019, Seller Counter Offer No. 1** dated **October 7, 2019, Buyer Counter Offer No. 1** dated **October 8, 2019, Seller Counter Offer No. 2** dated **October 9, 2019, Buyer Counter Offer No. 2** dated **October 11, 2019** and **Addendum(s): Buyer's Inspection Advisory**, (collectively, the "Purchase Agreement"). Applicable provisions of the Purchase Agreement shall serve as escrow instructions to Escrow Holder, when executed and legible, in conjunction with these Additional Escrow Instructions/General Provisions (the "General Provisions"). The applicable provisions of the Purchase Agreement and these General Provisions are collectively referred to herein as the "Escrow Instructions." Escrow Holder is not to be concerned with or liable for any other obligations, express, implied or equitable, between or among the Buyer, Seller and/or their Brokers. To the extent the General Provisions are inconsistent or conflict with the Purchase Agreement, the General Provisions will control as to the duties and obligations of Escrow Holder only. The undersigned will deliver to Escrow Holder any and all instruments and funds required for Escrow Holder to comply with the Escrow Instructions. Your duty to act as Escrow Holder shall not commence until you receive the Purchase Agreement signed by all parties.

TITLE SHALL BE VESTED IN: Daniel Perlstein and Ronald Perlstein and Denise Perlstein

SELLER INITIALS: _____ **BUYER INITIALS:** DP DP

(Buyer shall provide Escrow Holder with a complete vesting prior to the close of Escrow. Escrow Holder is authorized and directed to correct the Grant Deed associated with the above-numbered Escrow to reflect (1) the vesting designated by Buyer, and (2) the final documentary and city transfer taxes, over the notarized signature of Seller thereon, with no further authorization required.)

1. **Responsibilities of Escrow Holder:**

- A. Escrow Holder's rights and liabilities are as an Escrow Holder only, not as a trustee, and no fiduciary or other legal relationship is created.
- B. Escrow Holder's duties herein are limited to the safekeeping of funds and documents received by you as Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by you in this Escrow. Escrow Holder shall not be liable for any damages, losses, costs or expenses incurred by any party as a result of any good faith act or failure to act by Escrow Holder, or for any action taken that Escrow Holder shall in good faith believe to be necessary.
- C. Escrow Holder is authorized and directed to deposit any and all funds received in this Escrow in a trust account with any state or national bank in the name of Escrow Holder (the "Escrow Trust Account") pending the completion of this Escrow. The Escrow Trust Account may also include escrow funds from other customers for unrelated transactions. UNLESS OTHERWISE AGREED TO IN WRITING, EACH PARTY UNDERSTANDS THAT THE ESCROW TRUST ACCOUNT IS NON-INTEREST BEARING. NO FINANCIAL OR OTHER BENEFITS WILL BE EARNED BY OR PROVIDED TO BUYER OR SELLER WITH RESPECT TO SUCH FUNDS. ESCROW HOLDER AND ITS AFFILIATES MAY RECEIVE DIRECT OR INDIRECT FINANCIAL AND OTHER BENEFITS FROM THE DEPOSITORY WITH RESPECT TO SUCH FUNDS. THESE BENEFITS SHALL BE TREATED AS ADDITIONAL COMPENSATION TO ESCROW HOLDER FOR ITS SERVICES IN THIS TRANSACTION, AND ESCROW HOLDER SHALL HAVE NO OBLIGATION TO ACCOUNT TO THE PRINCIPALS FOR THE VALUE OF ANY SUCH BENEFITS.
- D. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY IN THE PURCHASE AGREEMENT, ESCROW INSTRUCTIONS, AMENDMENTS, OR LENDER INSTRUCTIONS, **ESCROW HOLDER SHALL NOT BE REQUIRED TO VERIFY THE AUTHENTICITY OF SIGNATURES** OR TO INVESTIGATE WHETHER THERE IS FALSE IMPERSONATION, FORGERY, OR FRAUD WITH RESPECT TO DOCUMENTS DEPOSITED INTO THIS ESCROW BY BUYER, SELLER OR THEIR AGENTS.
- E. ESCROW HOLDER IS NOT LIABLE OR RESPONSIBLE IN ANY MANNER FOR THE SUFFICIENCY OR CORRECTNESS AS TO FORM, CONTENT, MANNER OF EXECUTION, OR VALIDITY OF ANY DOCUMENTS PROVIDED TO ESCROW HOLDER, OR AS TO THE IDENTITY, AUTHORITY, CAPACITY OR RIGHTS OF ANY PERSON(S) EXECUTING SUCH DOCUMENTS. ESCROW HOLDER IS NOT LIABLE OR RESPONSIBLE FOR ANY LOSS THAT MAY OCCUR BY REASON OF FORGERIES, FRAUD OR FALSE REPRESENTATIONS MADE BY OR INVOLVING THE PRINCIPAL PARTIES HERETO OR ANY THIRD PARTIES.

2. **Responsibility of Sub-Escrow Holder:** If it is necessary, proper or convenient for the consummation of this Escrow, Escrow Holder is directed to transfer or cause to be transferred any funds and documents from Buyer, Seller or other parties with regard to this Escrow to a sub-Escrow Holder. Buyer and Seller are aware that any title company utilized for obtaining a title insurance policy may be utilized in this Escrow as a sub-Escrow Holder. A sub-Escrow Holder, if appointed, shall be charged with the exclusive duty of making the payment of any taxes and beneficiary or payoff demands with the funds it receives, and to obtain a full or partial reconveyance of any liens or encumbrances necessary to place the title of the property in the manner provided for in any agreement, lender instructions or other instructions. Buyer and Seller acknowledge and accept that the sole and exclusive remedy for any injury or damages arising out of the actions of a sub-Escrow Holder shall lie only against the sub-Escrow Holder and not Escrow Holder.

3. **Title Insurance:** If a title company is specified by Buyer and/or Seller in the Purchase Agreement or otherwise, Escrow Holder is instructed to open a title order with said title company (the "Title Company"). Any preliminary title report obtained from the Title Company is subject to the limitations of California Insurance Code §12340.11, and Escrow Holder makes no warranties or representations as to the condition of title to the subject property at any time. Buyer and Seller authorize and instruct Escrow Holder to utilize the legal description provided by the Title Company for the preparation of any deed or other documentation necessary to close this transaction. Escrow Holder has no duty to investigate, does not warrant the accuracy of said legal description, and is held harmless and specifically released of any and all liability or responsibility, in connection therewith.

4. **Time For Performance:** If the date by which a Buyer's or Seller's performance is due is other than Escrow Holder's regular business day, such performance shall be due on the next succeeding business day. In the event that the

SELLER INITIALS: _____

BUYER INITIALS: _____

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conditions of this escrow have not been complied with at the expiration of the time provided for herein, or any extension thereof, Escrow Holder is nevertheless instructed to complete the same at the earliest possible time thereafter, unless a party makes written demand upon you for cancellation and the return of the money and/or instruments deposited. If written demand to cancel is received, at Escrow Holder's sole discretion, you may stop and withhold all further proceedings in this escrow without liability for interest on funds held or for damages, until satisfactory mutual cancellation instructions signed by all parties are deposited into escrow, the demand is withdrawn by the party, or by further mutual instructions or order in a form satisfactory to Escrow Holder.

5. **Property Tax Proration:** Escrow Holder will prorate real property taxes based upon tax figures provided by the Title Company, without liability to Escrow Holder as to their correctness. Buyer is aware that the property will be reassessed upon change of ownership. The County Tax Assessor may issue supplemental tax bills for more than the amount used for prorating purposes, or in the event there has been an overpayment, the overpayment amount may not be refunded, but may instead be held for a subsequent credit against the payment of future taxes on the property. Buyer and Seller hereby agree that any overpayment or underpayment of taxes shall be handled by and between the Buyer and Seller outside of escrow. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED BY AND BETWEEN BUYER AND SELLER OUTSIDE OF ESCROW. Escrow Holder is hereby released from responsibility or liability of any kind arising out of any such overpayment or underpayment of taxes. This release shall survive the close of escrow.

6. **Preliminary Change of Ownership Report:** Section 480.3 of the Revenue and Taxation Code requires that a "Preliminary Change of Ownership Report" be completed and certified by Buyer, and filed concurrently with the Deed or other documents that reflect a change of ownership in real property. The Buyer herein agrees to complete and sign such a report and deliver same to Escrow Holder. Escrow Holder shall forward same to the Title Company for submission to the Recorder's Office at the Close of Escrow. Buyer understands and acknowledges that should the fully completed/certified report not accompany the conveyance document, the County Recorder's Office may reject the filing and/or charge an additional non-refundable fee. In addition to this fee, there may be other expenses incurred by Buyer outside of escrow or after the close of escrow due to Buyer's failure to file a completed/certified report. Buyer authorizes Escrow Holder to debit the Buyer's account for the fee charged by the Recorder's Office in the event the change of ownership statement is not deposited with Escrow Holder prior to the close of escrow. Buyer is responsible for completing and returning any Change of Ownership Report required by the County Tax Assessor after the close of escrow and is exclusively responsible for any penalty or reassessment tax imposed by the County Tax Assessor for Buyer's failure to return a Change of Ownership Report to the Office of the County Assessor.

7. **Foreign Investment In Real Property Tax Act (FIRPTA) Withholding:** Buyer and Seller are aware of the requirements of Internal Revenue Code, Section 1445, Foreign Investment in Real Property Tax Act (FIRPTA), which provides that every Buyer must, unless an exemption applies, deduct 10%-15% of the gross sales price from Seller's proceeds and pay those funds to the Internal Revenue Service at the close of escrow if the Seller is a "foreign person" under that statute. The funds will be paid to the Internal Revenue Service with or without a Tax ID number. In the event that Seller does not have a Tax ID number, Seller must apply for one immediately. Seller will not be eligible for a refund from the Internal Revenue Service, if one is due, if the funds deducted are submitted to the Internal Revenue Service without a Tax ID number.

8. **State Tax Withholding: Notification To Buyer And Seller Regarding California's Tax Withholding Requirements On The Sale Of Real Property (CAL-FIRPTA):** In addition, in accordance with Section 18662 of the Revenue and Taxation Code, unless an exemption applies, a Buyer may be required to withhold an amount equal to 3-1/3% of the sales price in the case of a disposition of California real property interests, after notification of the withholding requirements.

9. **Tax Reporting/1099:** Under the Tax Reform Act, Internal Revenue Code Section 6045(e), Escrow Holder will report the gross proceeds from the transfer of an ownership interest in real estate to the Internal Revenue Service ("IRS"). The Seller/Transferor is required by law to furnish a correct Taxpayer Identification Number ("TIN") or Social Security Number to Escrow Holder. Each Seller/Transferor must provide a permanent address to which the Escrow Holder can mail IRS Form 1099-S following the close of escrow. In the event there is more than one Seller/Transferor, documentation regarding the allocation of the gross proceeds from this transaction must be received by Escrow Holder prior to the date of closing.

10. **Allocation of Costs:** Escrow Holder is instructed to debit Buyer and Seller in accordance with the Purchase Agreement and to pay bills as presented. All parties agree to pay escrow fees and charges, including messenger fees, overnight delivery charges, recording fees, charges for evidence of title, homeowner's association fees, returned check charges and notary fees, if applicable, at close of escrow or upon cancellation. All parties are aware that Buyer or Seller may be eligible for a repeat client/courtesy discount. All other closing costs are to be charged

SELLER INITIALS: _____

BUYER INITIALS:  

pursuant to the Purchase Agreement. Escrow Holder is authorized to pay or prorate any bonds, assessments, taxes, or liens of record, in accordance with the Purchase Agreement.

- 11. **Authorization to Release Documentation:** Unless otherwise instructed, Buyer and Seller hereby authorize Escrow Holder to release estimated closing statements, executed escrow instructions, amendments, "short-pay approvals," final closing statement or consolidated HUD-1, ALTA Settlement Statement, and/or Closing Disclosure to any new lender or "short-pay" lender necessary to close the Escrow. Escrow Holder may release a copy of these instructions, amendments, and notice of cancellation, title reports, estimated and closing statements, ALTA Settlement Statement, and/or Closing Disclosure to any real estate broker, lender or title company referenced in the Purchase Agreement, prior to close of escrow.
- 12. **Beneficiary Statements/Payoff Demands:** Escrow Holder is not responsible for the contents or accuracy of any beneficiary demands, beneficiary statements, or payoff demands delivered by existing lien holders or homeowner's associations. Escrow Holder is authorized to pay through escrow any sums necessary to obtain any requisite reconveyances and to convey title to the property in the condition called for in the Purchase Agreement. Escrow Holder is not required to submit any such beneficiary statements and/or payoff demands to the parties for approval before the close of escrow unless expressly instructed to do so in separate and specific written escrow instructions. Seller is aware that interest on existing loans is paid in arrears, and Seller's account will be charged interest on the payoffs of existing loans until the lender receives the payoff funds.
- 13. **Final Funds:** The parties agree to pay all funds required to close this Escrow ("Final Funds") upon demand. The parties understand that closing funds to be deposited by Buyer, Seller and/or Lender must be CLEARED as "Good Funds" pursuant to Section 12413.1 of the California Insurance Code prior to recordation (close of escrow). Seller's/Buyer's/Borrower's/Lender's deposit of Final Funds with Escrow Holder shall be deemed satisfaction and removal of all contingencies, confirmation of Buyer's receipt of all municipal reports and disclosures, the approval of the loan documents, and the parties' authorization to close Escrow. All parties depositing funds in connection with this Escrow are hereby notified that the funds so deposited are insured only to the current limits of the Federal Deposit Insurance Corporation. Funds to close must be sent to Escrow Holder in the form of a wire transfer to the Escrow Trust Account no later than TWO (2) business days prior to recording to avoid any delay in closing. ALL FUNDS DEPOSITED IN ESCROW FOR CREDIT OF BUYER MUST BE WIRE TRANSFERRED. WIRE INSTRUCTIONS: Online banking fraud is on the rise. If Buyer or Seller or their agents receive an email containing Wire Transfer Instructions that is not password protected, please contact your escrow officer immediately to verify the information prior to sending funds.
- 14. **New Loans (If Applicable):**
 - A. Buyer is aware that interest on any new loan will accrue from the date of Lender's funding and that there may be a delay between the funding date and recording date. Escrow Holder shall have no liability with respect to interest on any loan resulting from the early or delayed funding by the Lender. Escrow Holder may return any funds received from a new lender upon Lender's demand prior to the close of escrow.
 - B. Buyer and Seller acknowledge that Escrow Holder does not interpret or explain loan documents, nor is Escrow Holder responsible, involved or concerned with the loan application, qualifications, underwriting, disclosures, approval and processing of any loan, or the contents, terms or effects of documents prepared by the Lender. The Lender is responsible for the sufficiency and correctness of its own loan documents and for the qualifications of the Borrower(s). Buyer's execution of Lender's documents will signify Buyer's approval of all terms and conditions contained therein and Escrow Holder's authority to comply with Lender's requirements.
 - C. Escrow Holder is not a "creditor" with regard to any new loans and therefore has no duty of disclosure in connection therewith. Escrow Holder will complete the HUD-1 in reliance on the information provided to Escrow Holder by the loan broker or lender, without verification.
 - D. In the event of any conflict between the terms of any Lender's Instructions and these Escrow Instructions, these Escrow Instructions shall govern the duties and obligations of Escrow Holder. Notwithstanding any lender's or lien holder's instructions submitted to the Escrow Holder for Escrow Holder's signature, no fiduciary relationship shall arise between Escrow Holder and any lender, lien holder, creditor or other third party.
 - E. RESPA, GFE/HUD-1 REQUIREMENTS: Buyer and Seller hereby authorize and instruct Escrow Holder to debit Buyer for the Owner's Title Insurance Policy premium, City and/or County transfer tax, and other charges if required by Buyer's lender in order to comply with the Real Estate Settlement Procedures Act ("RESPA") and any other applicable laws and regulations. Escrow Holder is further instructed to debit Seller and credit Buyer as reimbursement for any such costs and charges which were to be paid by Seller pursuant to the Purchase Agreement.
 - F. Buyer understands it is Lender's responsibility to provide Buyer with copies of loan documents. In the event copies of all loan documents are not furnished by Lender, Escrow Holder is authorized to charge Buyer \$50.00 to provide copies. In the event loan documents are transmitted to Escrow Holder via email, it is understood that

SELLER INITIALS: _____

BUYER INITIALS: _____

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Escrow Holder will not be responsible for the correctness and/or contents of such loan documents. Buyer agrees to pay a separate fee of \$50.00 for this printing service, per set of documents, in addition to the copying charge as outlined above.

15. **Electronic Signatures:** Escrow Holder is hereby authorized to accept electronic signatures as original signatures of the parties on the Purchase Agreement, Addendum(s), Listing Agreement, and all future documents and instructions received. Buyer and Seller acknowledge that they may be required to submit documents with traditional live signatures into this Escrow under certain circumstances, including but not limited to: 1) Where traditional live signatures are mandatory (such as recordable documents, city reports, government and/or lender documents); 2) As may be required by lenders; and 3) As may be required by Escrow Holder on any document in its sole discretion it deems a traditional live signature is required.

16. **Property Insurance:** Escrow Holder is hereby instructed to pay from Buyer's account the first year's premium to Buyer's chosen insurer and may forward a copy of any evidence of an insurance policy to Lender, if requested. Escrow Holder is authorized and instructed to debit funds deposited by Buyer for payment of any fees assessed by the homeowner's association's ("HOA") insurer for issuance of their Certificate. Escrow Holder is not to be concerned with and shall have no further duty or responsibility regarding hazard insurance or homeowner's insurance coverage.

In the event of an all-cash transaction, Buyer has the option of obtaining hazard insurance and paying any associated premiums through escrow, by designating the insurer to be used and depositing funds into escrow for the first year premium. Buyer is exclusively responsible to confirm issuance of any policy, with the desired coverage, at the close of escrow.

17. **No Disclosures or Warranties:**

A. Buyer and Seller acknowledge that there may be civil or municipal disclosure(s), ordinance requirement(s), use regulations, and/or property reports that would affect the transfer of the real property. Buyer and Seller acknowledge that they have been encouraged to seek appropriate advice from legal and/or real estate professionals to ascertain what disclosures, certificates, reports and/or civil or municipal ordinances, need to be complied with outside of escrow. Escrow Holder has no responsibility or liability in connection with the validity, regularity or sufficiency of any such disclosures, notices or reports, regarding civil or municipal ordinances.

B. If Escrow Holder receives a request or application for a Residential Property Report or Certificate of Compliance, Escrow Holder may forward same to the appropriate governmental agency, and charge Seller with any associated fees, unless otherwise instructed. Escrow Holder is not responsible or liable for the content or timeliness of any request, application, or response of any governmental agency.

C. Escrow Holder is not responsible or to be concerned with the giving of any disclosures except those expressly required by Federal or State law. Escrow Holder has no responsibility or concern with the effect of (1) zoning ordinances, (2) homeowner's associations, (3) building occupancy restrictions or certificates, or (4) covenants, conditions, and restrictions ("CC&Rs") that may pertain to or affect the subject property or improvements thereto.

18. **Disbursements:** Disbursements shall be made by Escrow Holder either by check or wire transfer. Checks not presented for payment within six months after the date set forth thereon are subject to applicable service charges. All documents and funds shall be transmitted to the respective parties by United States mail to the addresses provided to Escrow Holder, unless otherwise instructed. Escrow Holder has no control or liability regarding a bank's timely processing or receipt of any disbursement made by check or wire transfer pursuant to Buyer's or Seller's instruction. It shall be Buyer's and Seller's duty to provide correct and accurate wire instructions to Escrow Holder. Escrow Holder is not responsible or liable for any loss or damage caused by delays or rejection of wire transfers due to incorrect routing or account numbers, account payees and/or account beneficiaries on any account into which Escrow Holder is directed to wire funds.

19. **Assignment of Proceeds:** If Seller unilaterally assigns any portion of the proceeds of this Escrow to be paid to any person or entity other than the original Seller, or if such a transfer occurs by operation of law, such assignment or transfer shall be subordinated to the fees and expenses of this Escrow, liens of record, and payments directed to be made by Buyer and Seller together. If full payment of such assignment would result in insufficient funds to close, after deduction of said expenses, liens and payments, then Escrow Holder is directed to close nevertheless, and pay any such assignments out of the remaining proceeds in the order in which such assignments are received.

20. **Dishonored Checks:** If any check submitted to Escrow is dishonored upon presentment for payment, Escrow Holder is authorized to so notify Buyer and Seller and any other appropriate persons. Buyer and Seller shall reimburse Escrow Holder for any costs or expenses incurred in connection therewith. The Seller's exclusive legal or equitable remedy for any injury from the dishonoring of any check or funds from Buyer shall lie only against Buyer and not Escrow Holder.

SELLER INITIALS: _____ BUYER INITIALS:  

- 21. **Reimbursement of Funds:** If Escrow Holder disburses more funds to or for the benefit of any party than that party is entitled to receive, or the Escrow has a shortage that results in a benefit of any party, the party so benefitted shall repay Escrow Holder the amount of the overpayment or shortage within five days of demand, after which interest shall accrue and be paid to Escrow Holder at the rate of ten percent (10%) per annum. In the event that a party refuses or neglects to pay such funds to Escrow Holder, and it is necessary to resort to any legal proceedings to collect said funds, the party agrees to pay all charges, costs and attorney's fees.
- 22. **Document Retention:** Buyer and Seller acknowledge, consent and expressly authorize Escrow Holder to convert, store, or otherwise maintain any original documents (including executed purchase agreements) or copies thereof provided to Escrow Holder in an electronic format or medium for all purposes. Upon transfer of any document into an electronic format, Escrow Holder is expressly authorized, without any liability, to destroy the original paper documents provided to Escrow Holder. Buyer and Seller authorize Escrow Holder to destroy these instructions and all other instructions, documents and electronic records of this Escrow at any time after five (5) years from the close of escrow, cancellation, or date of last activity without liability or further notice.
- 23. **Privacy Policy:** Escrow Holder is committed to safeguarding the parties' customer information, particularly personal or financial information, furnished by the parties in order that Escrow Holder may provide the service or product requested by the parties. The parties have a right to know how Escrow Holder will use the customer information they provide to Escrow Holder, and this is explained in greater detail in Escrow Holder's Privacy Policy provided to the parties separate from these instructions. The parties acknowledge that Escrow Holder may, from time to time now and in the future, provide such customer information to one or more of its affiliated companies, such as title insurers/underwriters, in relation to the real estate transaction or any issues, claims or potential claims stemming from the transaction.
- 24. **Choice of Law and Limitations:** These instructions are to be construed and interpreted according to California Law. **NO ACTION SHALL LIE AGAINST ESCROW HOLDER FOR ANY CLAIM, LOSS, LIABILITY OR ALLEGED CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER, HOWEVER CAUSED OR INCURRED, IN CONNECTION WITH THE HANDLING OR PROCESSING OF THIS ESCROW, UNLESS BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE CLOSE OF ESCROW OR ANY CANCELLATION OR TERMINATION OF ESCROW FOR ANY REASON WHATSOEVER.**
- 25. **No Legal, Financial or Tax Advice:** THE PARTIES ACKNOWLEDGE AND UNDERSTAND THAT ESCROW HOLDER MAKES NO REPRESENTATIONS AND IS NOT AUTHORIZED TO PRACTICE LAW OR TO GIVE LEGAL OR FINANCIAL ADVICE. THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO SEEK LEGAL AND FINANCIAL COUNSEL AND ADVICE CONCERNING THE EFFECT OF THE PURCHASE AGREEMENT, THESE ESCROW INSTRUCTIONS, AND ANY LOAN DOCUMENTS OR OTHER FINANCIAL/TAX DOCUMENTS.
- 26. **Witness Fees:** If any officer, employee, or representative of Escrow Holder is required to respond to any subpoena or other order to personally appear in an action or proceeding in which Escrow Holder's breach or fault is not in issue, the party requiring such appearance shall pay to Escrow Holder and its officer, employee, or representative, in addition to the amounts from time to time provided for by law, the sum of \$400.00 as an additional witness fee for each day or part thereof that an officer, employee or representative of Escrow Holder is required to attend. As a condition precedent to any obligation to appear under such subpoena or order, the party requesting such appearance must concurrently with the service of the subpoena or order pay the additional witness fee that is agreed to herein for each day's actual attendance, even if no testimony is given.
- 27. **Conflicting Demands/Instructions And Interpleader Actions:** If conflicting demands or instructions are made upon Escrow Holder, or notice is given of any controversy or legal action between the parties or third person(s) in connection with this Escrow, Escrow Holder shall not be required to determine or resolve conflicting demands or claims or take any action, but has the absolute right to stop and withhold all further proceedings in the performance of this Escrow, without liability, until (1) any such conflicting demands or claims have been determined, resolved, or eliminated by mutual written agreement of the parties, (2) a valid amendment or supplement to these Escrow Instructions is provided to Escrow Holder, or (3) a final order or judgment of a court of competent jurisdiction in form satisfactory to Escrow Holder, is provided to Escrow Holder. Escrow Holder may also, at its sole discretion, file an interpleader or declaratory relief action, and deposit any documents or funds which are the subject of conflicting demands or claims with a court in connection with any such action, less Escrow Holder's escrow fees, costs, and attorneys' fees incurred to date.
- 28. **Resignation:** At any time prior to the close of escrow, Escrow Holder, for any reason and without liability to Buyer or Seller, may give written notice to the parties and resign as Escrow Holder. Escrow Holder shall be entitled to be reasonably compensated for the escrow services performed and reimbursed all costs and expenses incurred up to the time of resignation. The balance of any funds, property or documents shall be returned to the parties who deposited same or forwarded to a new Escrow Holder as mutually designated in writing by the parties.

SELLER INITIALS: _____ BUYER INITIALS: DS
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29. Miscellaneous Provisions:

- A. Escrow Holder is authorized to use its own forms or any usual, standardized, preprinted forms in order to comply with these instructions, and may insert dates therein, if incomplete when executed by a party.
- B. Escrow Holder is authorized in its sole discretion to rely and act upon facsimile instructions, and/or email or electronic instructions, including but not limited to escrow instructions, amendments or modifications, demands, lender instructions, pay-off instructions and bills from Buyer, Seller or third parties, as though they are original instructions. In doing so, Escrow Holder is hereby released from liability or responsibility and indemnified and held harmless for any loss resulting from such reliance.
- C. This Escrow will be processed in the English language. Escrow Holder will not provide any language translation services. Should any party elect to use a language translator to assist them in understanding the escrow process, or any documentation that is part of this Escrow, that language translator will be the sole responsibility of said party in need of such assistance. Escrow Holder will not be liable or responsible for the accuracy of any language translator's interpretation. Any assistance by Escrow Holder in a language other than English is provided as a courtesy only, and is not to be relied upon with respect to the escrow process or the content, import or effect of any documentation in the Escrow.
- D. In the event any provision or term in these Escrow Instructions is held invalid by judicial proceeding, the remaining shall continue to be operative and enforceable.
- E. These Additional Escrow Instructions and General Provisions may be executed in counterparts, each of which shall be deemed an original regardless of the date of execution and delivery. All such counterparts together shall constitute one and the same document.

30. Cancellation: The parties agree that if escrow is canceled, terminated or otherwise not closed, the parties shall pay Escrow Holder any costs and expenses incurred, or for which it has become obligated in processing this transaction including, but not limited to, courier fees, filing fees, legal costs, third-party vender fees for services performed in this Escrow, as well as an escrow cancellation fee for services rendered in an amount of \$500.00, or up to the full amount of the escrow fee depending on the status of the Escrow at the time of cancellation. The parties agree that such costs, expenses and fees shall be paid from funds already on deposit or deposited in escrow before any cancellation or other termination of this Escrow is effective. Except as provided in the Purchase Agreement, upon receipt of mutual cancellation instructions, a final order, writ or judgment of a court of competent jurisdiction, levies, or garnishments in form satisfactory to Escrow Holder, Escrow Holder is authorized and instructed to disburse the escrow funds and instruments in accordance with such cancellation instructions, order, judgment or accompanying writ; and the Escrow shall be considered terminated and canceled without further notice.

31. No Activity Cancellation: Buyer and Seller agree that if no additional instructions are received from both Buyer and Seller within 120 days from the date escrow is to close, or any written extension thereof, Escrow Holder may consider the escrow cancelled and is authorized to take a cancellation fee in the amount of \$500.00 or a reasonable fee based upon Escrow Holder's determination of services performed. Any remaining deposits, documents or other items held by Escrow Holder may be transferred or disbursed to the depositors or parties specified in the instructions. Nothing herein restricts the ability of the Escrow Holder to file an interpleader action in the event of a dispute over the distribution of funds deposited in the Escrow.

32. Hold Open Fee: Unless otherwise instructed in writing and in addition to other fees and costs Escrow Holder may receive, if this Escrow does not close or cancel for any reason, 60 days after the original designated closing date, Escrow Holder is hereby authorized and instructed to withdraw from any funds on deposit in escrow and pay to Escrow Holder a holding fee of \$50.00 for each calendar month or fraction thereof, that undistributed funds or documents are retained in escrow. Further, Escrow Holder is irrevocably instructed that this escrow transaction will automatically cancel when all funds on deposit are disbursed.

SELLER INITIALS: _____

BUYER INITIALS:

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THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THEY HAVE RECEIVED AND READ THESE ADDITIONAL ESCROW INSTRUCTIONS/GENERAL PROVISIONS, AND THAT THEY APPROVE, ACCEPT AND AGREE TO BE BOUND HEREBY.

SELLER:

Thomas D. Bohlmann

BUYER:

DocuSigned by:
Daniel Perlstein
C684EB67D7AA423...

Daniel Perlstein

DocuSigned by:
Ronald Perlstein
Denise Perlstein
EAE30DF7783A476...

Denise Perlstein

EXHIBIT "A"

LEGAL DESCRIPTION

LOT NO. 105 OF TRACT NO. 31935, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1009, PAGES 73 THROUGH 88 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM; ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS, ALL OTHER HYDROCARBON SUBSTANCES BY WHATSOEVER NAME KNOWN, AND ALL WATER, CLAIMS OR RIGHTS TO WATER, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT, HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY PORTION OF THE SUBSURFACE LYING ABOUT A DEPTH OF 550 FEET, AS EXCEPTED OR RESERVED BY DEED RECORDED JULY 29, 1986 AS INSTRUMENT NO. 96-958956, OF OFFICIAL RECORDS"

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West Coast Escrow Company**PRIVACY POLICY**

FACTS	WHAT DOES West Coast Escrow 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 account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions <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 West Coast Escrow chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does West Coast Escrow 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	No	We don't share
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?	Please email: CAEscrowPrivacyPolicy@trgc.com	

Page 2

Who we are	
Who is providing this notice?	West Coast Escrow
What we do	
How does West Coast Escrow 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 West Coast Escrow collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license <p>Give us your contact information</p> <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 <p>State laws and individual companies may give you additional rights to limit sharing.</p>
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 companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</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"> • West Coast Escrow does not share with nonaffiliates so they can market to you.
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> • West Coast Escrow does not share with nonaffiliated financial companies for joint marketing purposes.

EXHIBIT "2"

EXHIBIT "2"

In re:
Thomas D. Bohlmann
Debtor

Case No. 19-10035-WB
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0973-2

User: wkaaumoan
Form ID: pdf042

Page 1 of 1
Total Noticed: 1

Date Rcvd: Jul 02, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 04, 2019.

db +Thomas D. Bohlmann, 16630 Cumbre Verde Court, Pacific Palisades, CA 90272-1914

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 04, 2019

Signature: /s/Joseph Speetjens

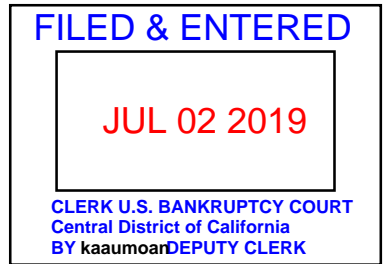
CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 2, 2019 at the address(es) listed below:

Allan D Sarver on behalf of Creditor Linda S Gross ADS@asarverlaw.com
Alvin Mar on behalf of U.S. Trustee United States Trustee (LA) alvin.mar@usdoj.gov
Dane W Exnowski on behalf of Creditor U.S. Bank, National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass Through Certificates, dane.exnowski@mccalla.com, bk.ca@mccalla.com
Dane W Exnowski on behalf of Interested Party Courtesy NEF dane.exnowski@mccalla.com, bk.ca@mccalla.com
James Andrew Hinds, Jr on behalf of Debtor Thomas D. Bohlmann jhinds@jhindslaw.com, mduran@jhindslaw.com
Jennifer C Wong on behalf of Creditor Wells Fargo Bank, N.A. bknotice@mccarthyholthus.com, jwong@ecf.courtdrive.com
Jennifer C Wong on behalf of Interested Party Courtesy NEF bknotice@mccarthyholthus.com, jwong@ecf.courtdrive.com
Paul R Shankman on behalf of Debtor Thomas D. Bohlmann pshankman@jhindslaw.com, mduran@jhindslaw.com
Rachel M Sposato on behalf of Debtor Thomas D. Bohlmann rsposato@jhindslaw.com, mduran@jhindslaw.com
United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov

TOTAL: 10

JAMES ANDREW HINDS, JR. (SBN 71222)
jhinds@jhindslaw.com
PAUL R. SHANKMAN (SBN 113608)
pshankman@jhindslaw.com
RACHEL M. SPOSATO (SBN 306045)
rsposato@jhindslaw.com
HINDS & SHANKMAN, LLP
Attorneys and Counselors
21257 Hawthorne Blvd., Second Floor
Torrance, California 90503
Telephone: (310) 316-0500
Facsimile: (310) 792-5977



General Bankruptcy Counsel for Chapter 11 Debtor

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re:

THOMAS D. BOHLMANN,

Debtor.

Case No. 2:19-bk-10035-WB

Chapter 11

ORDER APPROVING APPLICATION OF DEBTOR AND DEBTOR-IN-POSSESSION TO EMPLOY SOTHEBY'S INTERNATIONAL REALTY, INC. AS REAL ESTATE BROKER FOR THE ESTATE

[11 U.S.C. § 327(a) and (c) and 328(a); Fed. R. Bank. P. 2014 and Loc. Bankr. R. 2014-1(b)(1)]

DATE: [NO HEARING REQUIRED]
TIME:
PLACE: Courtroom 1375, 13th Floor
255 East Temple Street
Los Angeles, CA 90012

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The Court, having reviewed the Application of the Debtor and Debtor-In-Possession to Employ Sotheby’s International Realty, Inc. As Real Estate Broker for the Estate pursuant to 11 U.S.C. § 327(a) and (c) and 328(a); Fed. R. Bank. P. 2014 and Loc. Bankr. R. 2014-1(b)(1), (hereinafter referred to as the “Application”), Notice of same, there being no timely objection and request for a hearing filed and served in response to same, and the concurrently filed Declaration Re: Entry of Order without Hearing Pursuant to LBR 9013-1(o), and good cause appearing therefor,

IT IS HEREBY ORDERED THAT:

The Application is **APPROVED** in its entirety and Sotheby’s International Realty, Inc. is employed as Real Estate Broker for the Estate pursuant to 11 U.S.C. § 327(a) and (c) and 328(a), Fed. R. Bank. P. 2014, and Loc. Bankr. R. 2014-1(B)(1), effective as of March 29, 2019, upon all of the terms and conditions as set forth in the Application, Court Case Docket No. 65.

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Date: July 2, 2019

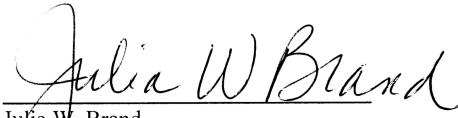
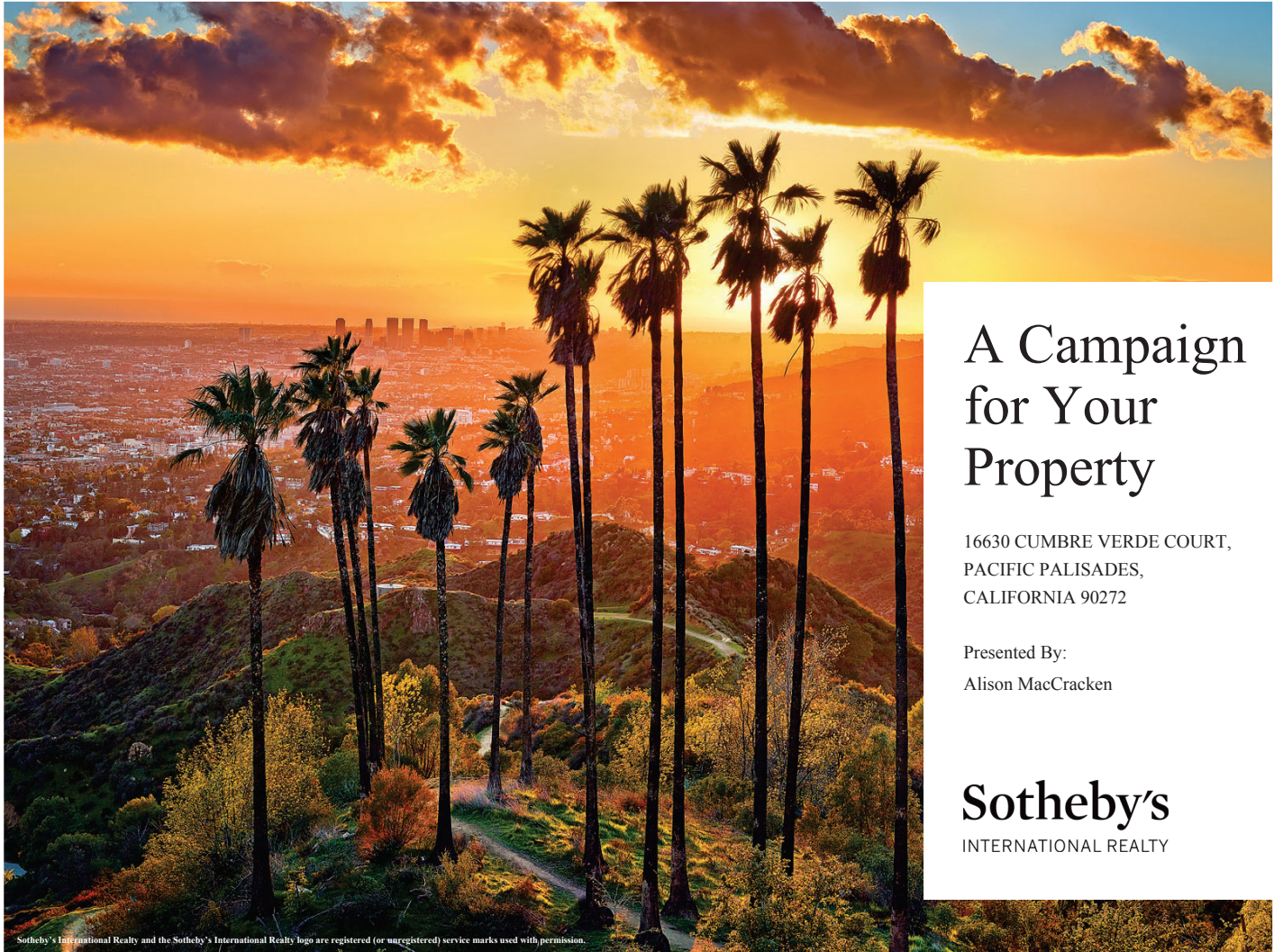

Julia W. Brand
United States Bankruptcy Judge

EXHIBIT "3"

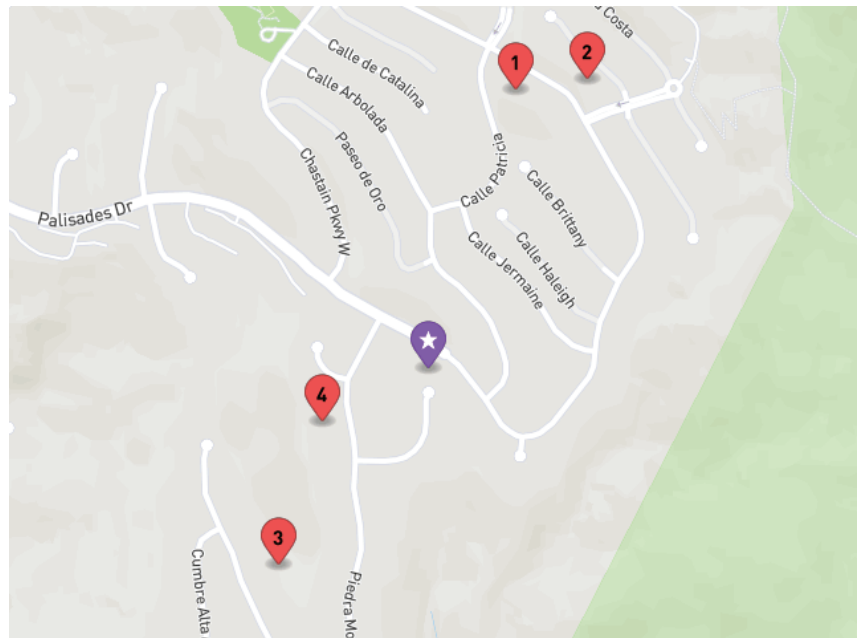
EXHIBIT "3"





Map Of All Listings

#	Status	Listing
0	Subject	16630 Cumbre Verde Court, Pacific Palisades, California 90272
1	Sold	1618 Chastain
2	Sold	16718 Via Pacifica
3	Sold	16787 Monte Hermoso Dr
4	Sold	1321 Piedra Morada Dr



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Summary Of Comparable Properties

Sold Listings

Listing	Beds	Baths	Year Built	Sq. Ft.	Lot Size	Price Per Sq. Ft.	DOM	List Date	Sold Date	Original List Price	List Price	Sold Price
1618 Chastain	4	5.00	1991	5,307	12,880.0	\$606	63	6/14/19	8/29/19	\$3,599,000	\$3,295,000	\$3,215,000
16718 Via Pacifica	6	5.00	1997	5,312	9,946.0	\$610	81	3/14/19	8/6/19	\$3,595,000	\$3,495,000	\$3,241,425
16787 Monte Hermoso Dr	4	5.00	1987	4,776	27,765.0	\$597	233	7/17/18	3/7/19	\$3,899,000	\$2,999,000	\$2,850,000
1321 Piedra Morada Dr	6	7.00	1986	6,472	17,643.0	\$564	21	9/5/19	10/16/19	\$3,960,000	\$3,960,000	\$3,650,000
AVERAGES	5	5		5,466	17,058	\$594	99			\$3,763,250	\$3,437,250	\$3,239,106

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Comparable Property Details



1618 Chastain, Pacific Palisades

SOLD | \$3,215,000

LIST: \$3,295,000 | ORIGINAL: \$3,599,000

LISTING INFORMATION

MLS#	Status	DOM	Year Built	List Date	Sold Date
19-478458	Sold	63	1991	6/14/19	8/29/19
Area	Beds	Baths	Lot Size	Sq. Ft.	Price/Sq. Ft.
Pacific Pali...	4	5.00	12,880.0	5,307	\$606

REMARKS

Traditional meets Contemporary with spectacular unobstructed ocean and mountain views. One of the best views in the Highlands! Elegant foyer opens to spacious living room with soaring ceiling, fireplace and bar. Formal dining and family rooms off well-appointed kitchen with breakfast area, large pantry + butler's pantry bedroom. One guest suite, plus powder room complete the main level. Huge master suite is the definition of luxury boasting a private office (which could be the 5th bedroom), spa-like bath, 2 walk-in closets, bar area, fireplace and panoramic view balcony. Upstairs also consists of two additional bedrooms and two baths. The yard offers sweeping views from several patio areas and the large swimming pool. This home includes membership to the Summit Club with all its amenities - beautiful pool and spa, 3 tennis courts, basketball, fitness center and playground. Access to P...

ADDITIONAL FEATURES

Lot Size: 12880.0 **Covered Spaces:** 3 **Heating:** Central **Cooling:** Central **Laundry Features:** Inside, Room **Other Equipment:** Barbeque, Built-Ins, Dishwasher, Dryer, Garbage Disposal, Microwave, Range/Oven, Refrigerator, Trash Compactor, Washer, Other **Fireplace Features:** Family Room, Living Room, Master Bedroom **Fireplace YN:** true **Fireplaces Total:** 3 **Flooring:**

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Comparable Property Details



16718 Via Pacifica, Pacific Palisades

SOLD | \$3,241,425

LIST: \$3,495,000 | ORIGINAL: \$3,595,000

LISTING INFORMATION

MLS#	Status	DOM	Year Built	List Date	Sold Date
19-442924	Sold	81	1997	3/14/19	8/6/19
Area	Beds	Baths	Lot Size	Sq. Ft.	Price/Sq. Ft.
Pacific Pali...	6	5.00	9,946.0	5,312	\$610

REMARKS

Custom-Built, Luxurious Spanish style home tucked away in the prestigious 24/7 guard-gated community, "The Enclave" in Palisades Highlands. This updated 6 bed 5 bath showcases amazing entertainment and tremendous mountain views with slight ocean views. At 5,312 sqft you're invited to an open floor plan with high ceilings, illuminating natural light. Enormous master bedroom features oversized balcony, which overlooks the private backyard containing an expansive pool with spa, grassy area, grilling station and patio. Kitchen features granite countertops as well as large center-island with breakfast nook. Main level includes study/bedroom, formal dining room, breakfast room as well as bedroom with en suite bath. Upstairs finds master bedroom as well as 4 rooms which have Jack and Jill baths. Membership to the Summit Club (included in HOA) comes with home and includes tennis courts, gym, ...

ADDITIONAL FEATURES

Lot Size: 9946.0 **Association Amenities:** Basketball Court, Clubhouse, Gated Community, Playground, Pool, Tennis Courts **Bathroom Features:** Bidet, Double Vanity(s), Dual Entry (Jack & Jill) Bath, Shower and Tub, Shower Stall, Sunken Tub, Tub With Jets **Covered Spaces:** 3 **Common Walls:** Detached/No Common Walls **Heating:** Central, Forced Air, Zoned **Cooling:** Central, Multi/

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Comparable Property Details



16787 Monte Hermoso Dr, Pacific Palisades

SOLD | \$2,850,000

LIST: \$2,999,000 | ORIGINAL: \$3,899,000

LISTING INFORMATION

MLS#	Status	DOM	Year Built	List Date	Sold Date
18-365968	Sold	233	1987	7/17/18	3/7/19
Area	Beds	Baths	Lot Size	Sq. Ft.	Price/Sq. Ft.
Pacific Pali...	4	5.00	27,765.0	4,776	\$597

REMARKS

Elegant Highlands Spanish home situated on an expansive lot with gourmet kitchen and award-winning landscaping. Boasting a spacious floor plan with high ceilings abundant natural light, and custom cabinetry throughout. Chef's kitchen with accommodating butler's pantry, two dishwashers, Viking and Sub Zero stainless appliances. Celadon granite countertop with bar seating for four leads into the family room and breakfast room. Dining room opens onto loggia with built-in seating and fireplace. First floor also includes fourth bedroom with en-suite bath and separate office. Upstairs impressive master suite with steam shower, dual sinks and walk-in closets. Office off the master bedroom with patio overlooking backyard. Second and third upstairs bedrooms with private bath suites and walk-in closets. Exterior yard has BBQ, Tuscan split rock pizza oven, 20 ft waterfall and reflection pond, ...

ADDITIONAL FEATURES

Lot Size: 27765.0 **Association Amenities:** Clubhouse, Pool, Spa, Tennis Courts
Bathroom Features: Steam Shower **Bedroom Features:** Master Suite, WalkInCloset
Heating: Central **Appliances:** Built-In BBQ **Cooling:** Central
Laundry Features: Laundry Area **Other Equipment:** Barbeque, Built-Ins, Dishwasher, Dryer, Freezer, Garbage Disposal, Hood Fan, Ice Maker, Intercom,

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Comparable Property Details



1321 Piedra Morada Dr, Pacific Palisades

SOLD | \$3,650,000

LIST: \$3,960,000 | ORIGINAL: \$3,960,000

LISTING INFORMATION

MLS#	Status	DOM	Year Built	List Date	Sold Date
19-503226	Sold	21	1986	9/5/19	10/16/19
Area	Beds	Baths	Lot Size	Sq. Ft.	Price/Sq. Ft.
Pacific Pali...	6	7.00	17,643.0	6,472	\$564

REMARKS

Create your masterpiece! This grand English Tudor style home, with brick exterior, easily lends itself to modernize the interior, creating an artistic blend of modern and timeless-classic design w/ pool, spa, & grassy yard. Ideally located on the rim of the Palisades Hills, it offers commanding canyon & partial ocean views. Perfect for indoor-outdoor entertaining. This home is completed with its' ideal floor plan, spacious bedrooms, library, huge game / family room, gourmet kitchen, 3 car garage, modern textured walls, newly redone hardwood floors & much more. Convenient Palisades Highlands location; 1/2 block from Rec. Center w/ pool & tennis, plus access to the gated Highlands Park w/ "off-leash" dog hours & huge grassy play area. Enjoy the sunny year round "micro climate," w/ surrounding hiking trails. 5 minutes from beach & shopping. Quiet & peaceful setting only the Highlands can...

ADDITIONAL FEATURES

Lot Size: 17643.0 **Covered Spaces:** 3 **Heating:** Central **Cooling:** Air Conditioning, Central, Heat Pump(s), Multi/Zone **Laundry Features:** Inside, Room **Other Equipment:** Alarm System, Built-Ins, Cable, Central Vacuum, Dishwasher, Freezer, Garbage Disposal, Hood Fan, Ice Maker, Range/Oven, Refrigerator, Other **Fireplace Features:** Family Room, Gas, Gas and Wood,

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Online Valuation Analysis

Sold Listings

Listing	List Price	Sold Price	Zestimate	Difference Price vs Zestimate
1618 Chastain	\$3,295,000	\$3,215,000	<u>\$3,220,716</u>	0.18%
16718 Via Pacifica	\$3,495,000	\$3,241,425	<u>\$3,252,630</u>	0.35%
16787 Monte Hermoso Dr	\$2,999,000	\$2,850,000	<u>\$2,899,204</u>	1.73%
1321 Piedra Morada Dr	\$3,960,000	\$3,650,000	<u>\$3,847,363</u>	5.41%
SOLD AVERAGES		\$3,239,106	\$3,304,978	1.91%

Source:



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Sold Properties Analysis

Listing	Original List Price	List Price	Sold Price	Difference Orig List vs. Sold	Difference List vs. Sold	DOM	\$ Per Sq. Ft.
1618 Chastain	\$3,599,000	\$3,295,000	\$3,215,000	-10.67%	-2.43%	63	\$606
16718 Via Pacifica	\$3,595,000	\$3,495,000	\$3,241,425	-9.84%	-7.26%	81	\$610
16787 Monte Hermoso Dr	\$3,899,000	\$2,999,000	\$2,850,000	-26.90%	-4.97%	233	\$597
1321 Piedra Morada Dr	\$3,960,000	\$3,960,000	\$3,650,000	-7.83%	-7.83%	21	\$564
SOLD AVERAGES	\$3,763,250	\$3,437,250	\$3,239,106	10.52%	-5.76%	99	\$594



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Thank
You

Sotheby's

INTERNATIONAL REALTY

Marketing Report

16630 Cumbre Verde Court

October 18, 2019



16630 Cumbre Verde Court
Pacific Palisades, CA 90272

Web: 0028322

1

ADVERTISEMENTS

446

VIEWS ONLINE

4

OPEN HOUSES

3

SHOWINGS

Alison MacCracken

Sotheby's International Realty
Beverly Hills Brokerage
310.724.7000
Alison.Maccracken@sothebyshomes.com

02

Marketing Details

16630 Cumbre Verde Court

Advertisements

PAST ADVERTISEMENTS

DATE	PUBLICATION	LINK
10.08.2019	MLS Broker Guide	

Views On Web

Reported data from: Sep 28, 2019 - Oct 15, 2019



Views On Web

Reported data from: Sep 28, 2019 - Oct 15, 2019

SITE	URL	VISITS
Sotheby's INTERNATIONAL REALTY	SothebysHomes.com	96
Sotheby's INTERNATIONAL REALTY	SothebysRealty.com	57
Sotheby's INTERNATIONAL REALTY	www.16630cumbreverde.com	93
 Zillow	zillow.com	200
TOTAL		446

Open Houses

PAST OPEN HOUSES

DATE	TIME
10.13.2019	2 PM - 5 PM
10.06.2019	2 PM - 5 PM
09.29.2019	2 PM - 5 PM
09.24.2019	11 AM - 2 PM

Showings

DATE	FEEDBACK
09.14.2019	Wendy with clients Alison and Chuck
10.01.2019	harry, Harky and Jennifer - Liked!
10.03.2019	Denise, Dan, Ron - Wrote offer

EXHIBIT "4"

EXHIBIT "4"

Agent Copy

Original

Receipt for Wire

West Los Angeles

11835 W. Olympic Blvd, #1120-East Tower

Los Angeles, CA 90064

Receipt #: 27001

File #: 4511219-05858

Posted: 10/16/2019 1:15:56 PM

Printed: 10/16/2019 1:15:56 PM

By: Pamela S. Carruthers

Method: Wire

Amount: **\$102,000.00**

Payer: DANIEL PERLSTEIN & RONALD D. PERLSTEIN

Note:

Memo: Ref # IMAD: 20191016I1B7033R013183

Bank: WELLS FARGO SF

ABA: 121000248

Account #: -*****7719

<i>Item</i>	<i>Amount</i>
Earnest money deposit	\$102,000.00
Total:	\$102,000.00

Issued By: Pamela S. Carruthers



Approved



October 4, 2019

Dear Daniel S. Perlstein,

Congratulations! You are **pre-approved** for the terms outlined below.

Mortgage Loan:

Purchase Price: \$3,250,000.00

First Mortgage: \$2,250,000.00

Loan Type: Conventional

Loan Term: 360 months

Interest Rate: 3.000%

Annual Percentage Rate: 3.605%*

This letter provides you with an estimate of the loan amount(s) you may qualify for.

As discussed in this letter, the term "pre-approval" means:

- You've provided us with preliminary information concerning your request for pre-approval.
- We've obtained your credit report and credit score.
- We've conducted an initial automated underwriting review based on the information you provided, as applicable**.

This letter allows you to shop with confidence! Share this letter with your real estate agent because it provides details of your pre-approval, and enables your agent to focus on homes in your qualified price range.

I'll be checking with you over the next several weeks to see how your house hunting is going. When you have selected a property and are ready to proceed with your home purchase loan, you will need to submit a loan application. I am here to assist you with the loan application process and to answer any questions you may have.

This letter should not be construed as a commitment to lend or a final approval for financing. Final loan approval will be granted only after Union Bank's Underwriting Department has received and reviewed your loan application and other required documentation, including receipt and verification of information concerning your income, assets, creditworthiness, and property acceptability.

I appreciate the opportunity to assist you in meeting your home financing needs. If you have any questions or need additional assistance, please don't hesitate to call me right away.

Sincerely,

Charles Mark Miller / NMLS ID# 723551

(310)270-8371 / charles.miller@unionbank.com

MUFG Union Bank, N.A. / NMLS ID# 539249

* Annual percentage rate (APR) is the cost of credit expressed as a yearly rate. The APR includes the prepaid interest rate, discount points, fees, and other credit charges that the borrower is required to pay, and is a more complete measure of a loan's cost than the interest rate alone. The loan's interest rate, not its APR, is used to calculate the monthly principal and interest payment

The interest rate reflected is the current market rate used for preapproval purposes only. The actual rates will be set at the time you apply or at a later date. If you have requested an ARM program, the interest rate may increase after consummation.

** Automated underwriting applies to conforming loan products that are sold to Fannie Mae or Freddie Mac.



Loans subject to credit and collateral approval. Not all loan programs are available in all states for all loan amounts. Restrictions may apply. Terms and conditions subject to change.

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Wells Fargo Combined Statement of Accounts

October 4, 2019 ■ Page 1 of 4

DANIEL PERLSTEIN
~~YNEZ~~
 PACIFIC PALISADES CA 90272-2133

Questions?

Please contact The Private Bank Service Team:
 Telecommunications Relay Services calls accepted
 Phone: **877.646.8560**
 Online: wells Fargo.com
 Write: Wells Fargo Private Bank (114)
 P.O. Box 4056
 Concord, CA 94524-4056

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wells Fargo.com or call the number above if you have questions or if you would like to add new services.

- | | | | |
|--------------------|-------------------------------------|-----------------------|-------------------------------------|
| Online Banking | <input checked="" type="checkbox"/> | Direct Deposit | <input type="checkbox"/> |
| Online Bill Pay | <input type="checkbox"/> | Auto Transfer/Payment | <input type="checkbox"/> |
| Online Statements | <input checked="" type="checkbox"/> | Overdraft Protection | <input checked="" type="checkbox"/> |
| Mobile Banking | <input checked="" type="checkbox"/> | Debit Card | <input type="checkbox"/> |
| My Spending Report | <input checked="" type="checkbox"/> | Overdraft Service | <input type="checkbox"/> |

Summary of accounts

Checking/Prepaid and Savings

Account	Page	Account number	Ending balance last statement	Ending balance this statement
Wells Fargo Value SM Checking	2		6,593.84	6,593.84
Private Bank Market Rate Savings	2		306,832.88	337,314.79
Total deposit accounts			\$313,426.72	\$343,908.63

THE PRIVATE BANK



Portfolio By Wells Fargo Private Bank

Questions? Please contact us:

The Private Bank Service Team

Available 24 hours a day, 7 days a week

Telecommunications Relay Services calls accepted

Phone: **1-877-646-8560**, TTY: 1-800-600-4833

Online: wells Fargo.com

Write: Wells Fargo Private Bank

P.O. Box 4056

Concord, CA 94524-4056

DANIEL PERLSTEIN

JUDITH PERLSTEIN
IN POA
CA

LOS ANGELES CA 90064-3374

September 30, 2019

Total assets: **\$258,191.82**

Total liabilities: **\$0.00**

Contents Page

Overview 2

Private Bank Interest Checking. 3



STATEMENT OF ACCOUNTS

Page 1 of 1
Statement Number
 08/31/19 - 09/30/19

UNION BANK
 PRIVATE BANKING BEVERLY HILLS 0560
 PO BOX 512380
 LOS ANGELES CA 90051-0380

Telephone Banking
 For 24-hour Automated Direct Service
 888-826-2669
 800-826-7345(TDD)
 Representatives are available
 Monday through Saturday

To open additional accounts,
 or apply for loans, call your
 banking office at 310-550-6522

DANIEL SIMON PERLSTEIN
 LOS ANGELES CA 90064

You may also access your account online
 at unionbank.com

Thank you for banking with us
 since 2009

- Union Bank routinely reviews and updates the Terms and Conditions associated with our products and services. Please note the below change to your PERSONAL ACCOUNTS & SERVICES DISCLOSURE AND AGREEMENT. In the Stop Payment Orders section, the following is revised: Which transactions cannot have a stop payment issued: You may not stop payment on one-time ATM, point-of-sale (POS), or debit card transactions.

MoneyMarket Summary

Account Number

Days in statement period: 31

Balance on 8/31	\$	243,593.34	Interest		
Additions		388.93	Paid this period	\$	388.93
Subtractions		0.00	Paid year-to-date	\$	3,362.62
Balance on 9/30	\$	243,982.27	Interest Rates		
			8/31/19-9/30/19		1.88%
Statement Average Ledger Balance		243,605.88	Annual Percentage Yield		1.90%

We waived your service charge this statement period.

Additions

<u>Date</u>	<u>Description/Location</u>	<u>Reference</u>	<u>Amount</u>
9/30	INTEREST PAYMENT		\$ 388.93



STATEMENT OF ACCOUNTS

Page 1 of 1
Statement Number:
 08/31/19 - 09/30/19

UNION BANK
 PRIVATE BANKING BEVERLY HILLS 0560
 PO BOX 512380
 LOS ANGELES CA 90051-0380

Telephone Banking
 For 24-hour Automated Direct Service
 888-826-2669
 800-826-7345(TDD)
 Representatives are available
 Monday through Saturday

To open additional accounts,
 or apply for loans, call your
 banking office at 310-550-6522

You may also access your account online
 at unionbank.com

Thank you for banking with us
 since 2009

DANIEL SIMON PERLSTEIN
~~DENISE ONIDER PERLSTEIN~~

- Union Bank routinely reviews and updates the Terms and Conditions associated with our products and services. Please note the below change to your **PERSONAL ACCOUNTS & SERVICES DISCLOSURE AND AGREEMENT**. In the Stop Payment Orders section, the following is revised: Which transactions cannot have a stop payment issued: You may not stop payment on one-time ATM, point-of-sale (POS), or debit card transactions.

MoneyMarket Summary

Account Number:

Days in statement period: 31

Balance on 8/31	\$	290,054.07	Interest		
Additions		25,481.40	Paid this period	\$	481.40
Subtractions		0.00	Paid year-to-date	\$	3,591.22
Balance on 9/30	\$	315,535.47	Interest Rates		
			8/31/19-9/30/19		1.88%
Statement Average Ledger Balance		301,521.21	Annual Percentage Yield		1.90%

Your monthly service charge of \$10.00 per month is currently waived as part of your Private Advantage benefits.

Additions

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
9/16	CHECKING TRANSFER 190916 XXXXXX1108 0000	62591505	\$ 15,000.00
9/18	CHECKING TRANSFER 190918 XXXXXX1108 0000	62618524	10,000.00
9/30	INTEREST PAYMENT		481.40
Total			\$ 25,481.40

EXHIBIT "5"

EXHIBIT "5"



5	4,760	16,603	\$3,595,000
MLS Beds	MLS Sq Ft	Lot Sq Ft	MLS List Price
6	1987	SFR	09/09/2019
MLS Baths	Yr Built	Type	MLS List Date

Auction 
 Active Listing 

Owner Information

Owner Name:	Bohlmann Thomas D	Tax Billing Zip+4:	1914
Tax Billing Address:	16630 Cumbre Verde Ct	Owner Vesting:	Husband/Wife
Tax Billing City & State:	Pacific Palisades, CA	Owner Occupied:	Yes
Tax Billing Zip:	90272		

Location Information

Zoning:	LARE15	Subdivision:	31935
Tract Number:	31935	Flood Zone Code:	D
School District:	Los Angeles	Flood Zone Panel:	06037C1558F
Census Tract:	2626.01	Flood Zone Date:	09/26/2008

Tax Information

APN:	4431-033-032	Tax Area:	67
Exemption(s):	Homeowner	Lot #:	105
% Improved:	36%		
Legal Description:	TR=31935 EX OF ST LOT 105		

Assessment & Tax

Assessment Year	2018	2017	2016
Assessed Value - Total	\$2,142,272	\$2,100,267	\$2,059,087
Assessed Value - Land	\$1,368,330	\$1,341,500	\$1,315,197
Assessed Value - Improved	\$773,942	\$758,767	\$743,890
YOY Assessed Change (%)	2%	2%	
YOY Assessed Change (\$)	\$42,005	\$41,180	

Tax Year	Total Tax	Change (\$)	Change (%)
2016	\$24,953		
2017	\$25,540	\$587	2.35%
2018	\$26,105	\$565	2.21%

Special Assessment	Tax Amount
Flood Control 62	\$61.98
La Stormwater 21	\$49.41
County Park Dist83	\$9.43
Lacity Park Dist21	\$24.74
City Lt Maint 21	\$96.58
Rposd Measure A 83	\$71.40
Mrca Opnspace #280	\$40.00
Trauma/Emerg Srv86	\$201.82
La West Mosq Ab 31	\$10.81
Total Of Special Assessments	\$566.17

Characteristics

County Land Use:	Single Family Resid	Fireplaces:	3
Universal Land Use:	SFR	Water:	Public

Courtesy of Alison MacCracken, COMBINED LA - WESTSIDE MLS - CLAW

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Property Detail

Generated on 10/21/2019

Page 1 of 4

Case 2:19-bk-10035-WB Doc 153-1 Filed 10/24/19 Entered 10/24/19 10:26:10 Desc
 Exhibits and Proof of Service Page 73 of 158

Lot Acres:	0.9872	Unit Type:	Central
Lot Area:	16,608	Unit Type:	Central
Style:	Conventional	Patio Type:	Patio
Building Sq Ft:	4,760	Parking Type:	Garage/Carport
Stories:	2	Garage Capacity:	MLS: 3
Condition:	Good	Roof Material:	Tile
Quality:	Good	Exterior:	Stucco
Total Units:	1	Foundation:	Crawl Space
Total Rooms:	10	Pool:	Pool
Bedrooms:	Tax: 4 MLS: 5	Year Built:	1987
Total Baths:	6	Effective Year Built:	1987
Full Baths:	6	Equipment:	Disposal, Range Hood, Compactor, Microwave
Fireplace:	Y	# of Buildings:	1

Estimated Value

RealAVM™ (1):	\$3,572,000	Confidence Score (2):	75
RealAVM™ Range:	\$3,357,680 - \$3,786,320	Forecast Standard Deviation (3):	6
Value As Of:	10/09/2019		

- (1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.
- (2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 60 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.
- (3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

Listing Information

MLS Listing Number:	19507652	MLS Orig. List Price:	\$3,595,000
MLS Status:	Active-Undercontract	Pending Date:	10/15/2019
MLS Status Change Date:	10/15/2019	MLS Listing Agent:	Clw-C109184-Alison Maccracken
MLS Listing Date:	09/09/2019	MLS Listing Broker :	SOTHEBY'S INTERNATIONAL REALTY
MLS Current List Price:	\$3,595,000		

MLS Listing #	19-507652	17215782	17-215782	16102636	16102632
MLS Status	Looking For Backup	Leased	Sold	Expired	Cancelled
MLS Listing Date	09/09/2019	04/04/2017	04/04/2017	03/03/2016	03/03/2016
MLS Listing Price	\$3,595,000	\$13,500	\$13,500	\$14,750	\$3,395,000
MLS Orig Listing Price	\$3,595,000	\$13,500	\$13,500	\$12,500	\$3,650,000
MLS Close Date		09/26/2017	09/26/2017		
MLS Listing Close Price		\$11,750	\$11,750	\$0	\$0
MLS Listing Expiration Date		10/05/2017	10/05/2017	11/09/2016	11/09/2016

MLS Listing #	16-102636	16-102632	14755735
MLS Status	Expired	Canceled	Cancelled
MLS Listing Date	03/03/2016	03/03/2016	04/26/2014
MLS Listing Price	\$14,750	\$3,395,000	\$19,999
MLS Orig Listing Price	\$12,500	\$3,650,000	\$59,000
MLS Close Date			
MLS Listing Close Price			\$0
MLS Listing Expiration Date	11/09/2016	11/09/2016	05/31/2016

Last Market Sale & Sales History

Recording Date:	10/26/2001	Sale Type:	Full
Sale Date:	10/18/2001	Deed Type:	Grant Deed
Sale Price:	\$1,650,000	Owner Name:	Bohlmann Thomas D

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Property Detail

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Recording Date	05/17/2013	04/22/2002	10/26/2001	09/06/2001	11/28/2000
Sale Date	10/13/2010	04/18/2002	10/18/2001	09/04/2001	10/28/2000
Sale Price			\$1,650,000	\$18,818	\$75,909
Nominal	Y	Y			
Buyer Name	Bohlmann Thomas D	Bohlmann Thomas D	Bohlmann Thomas D	Futura Invs Inc	Pacific Assocs & Invtrs Inc
Seller Name	Weston Lynn A	Bohlmann Thomas D	Futura Investments Inc Dbpp	All Valley Te Svc	Michel Trust
Document Number	749277	933532	2046320	1672797	1850511
Document Type	Interspousal Deed Transfer	Quit Claim Deed	Grant Deed	Trustee Deed	Grant Deed
Recording Date	10/29/1991	08/17/1990	08/14/1987		
Sale Date	04/1991	07/1990	07/1987		
Sale Price		\$1,850,000	\$1,200,000		
Nominal					
Buyer Name	Licata John Jr	Michel Ronald & Lorraine	Hoschett Fred G		
Seller Name	Michel Ronald H	Hoschett Freg G	Pao Peter S		
Document Number	1711754	1431482	1305367		
Document Type	Quit Claim Deed	Grant Deed	Grant Deed		

Mortgage History

Mortgage Date	04/23/2008	12/24/2007	07/11/2007	12/08/2003	10/10/2003
Mortgage Amt	\$100,000	\$884,400	\$900,000	\$450,000	\$1,267,000
Mortgage Lender	Wells Fargo Bk Na	Chase Bk Usa Na	Wells Fargo Bk Na	Chase Manhattan Bk/ Usa	Wells Fargo Hm Mtg Inc
Mortgage Code	Conventional	Conventional	Conventional	Conventional	Conventional
Mortgage Date	07/12/2002	10/26/2001	10/26/2001		
Mortgage Amt	\$1,262,088	\$1,000,000	\$237,500		
Mortgage Lender	Washington Mutual Bk Fa	First Cap	Chase Manhattan Bk/ Usa		
Mortgage Code	Conventional	Conventional	Conventional		

Foreclosure History

Document Type	Notice Of Sale	Notice Of Sale	Notice Of Sale	Notice Of Sale	Notice Of Sale
Default Date					
Foreclosure Filing Date					
Recording Date	06/13/2019	05/10/2019	05/08/2019	03/01/2019	02/11/2019
Document Number					
Default Amount					
Final Judgment Amount					
Original Doc Date					
Original Document Number					
Document Type	Notice Of Sale	Notice Of Sale	Notice Of Sale	Notice Of Sale	Notice Of Sale
Default Date					
Foreclosure Filing Date					
Recording Date	01/07/2019	12/17/2018	11/28/2018	10/25/2018	08/28/2018
Document Number					
Default Amount					
Final Judgment Amount					
Original Doc Date					
Original Document Number					

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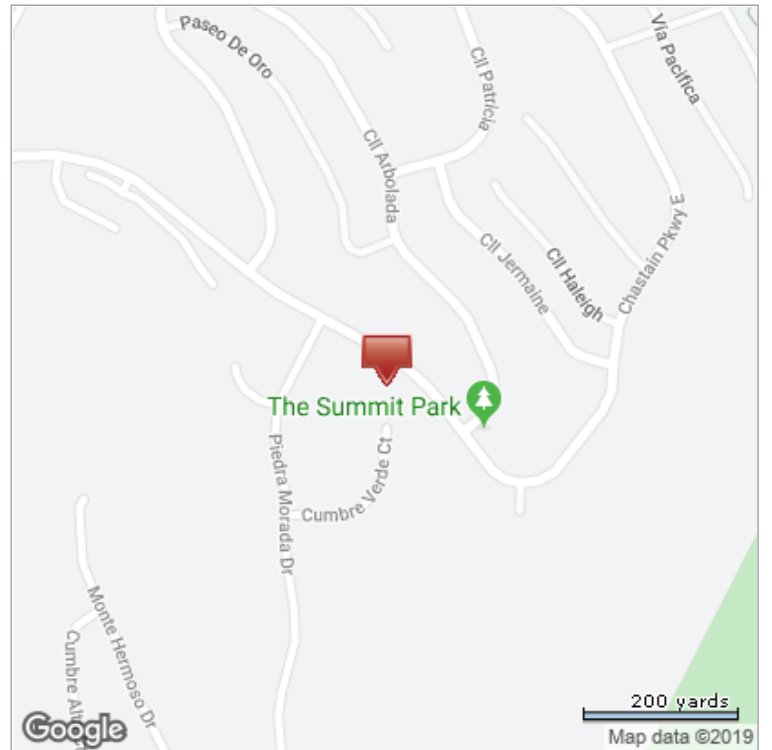
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Document Type	Notice Of Trustee's Sale/Notice Of Sale	Notice Of Trustee's Sale/Notice Of Sale	Release Of Lis Pendens/Notice	Release Of Lis Pendens/Notice	Notice Of Default
Default Date		03/01/2018			10/18/2017
Foreclosure Filing Date		03/01/2018			10/18/2017
Recording Date	07/26/2018	07/26/2018	03/05/2018	11/22/2017	10/20/2017
Document Number	750362		210737	1344569	1206538
Default Amount			\$171,428		\$2,436
Final Judgment Amount	\$1,043,719				
Original Doc Date	10/10/2003		10/10/2003	10/20/2017	04/23/2008
Original Document Number	3027347		3027347	1206538	709959

Document Type	Release Of Lis Pendens/Notice	Notice Of Default
Default Date		09/28/2016
Foreclosure Filing Date		09/28/2016
Recording Date	01/04/2017	09/30/2016
Document Number	8908	1197587
Default Amount		\$30,221
Final Judgment Amount		
Original Doc Date	09/30/2016	10/10/2003
Original Document Number	1197587	3027347

Property Map



*Lot Dimensions are Estimated

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Property Detail

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EXHIBIT "6"

EXHIBIT "6"



Title Report

WEST COAST ESCROW
11835 W. OLYMPIC BLVD., #1120E (E. Tower)
LOS ANGELES, CA 90064

Title Officer: Neil Viner--So
Email: tu09@ltic.com
Phone No.: (800) 747-7777 x 311
File No.: 119094544

Attn: Pamela Carruthers

Your Reference No: 4511219-05858-PC

Property Address: 16630 Cumbre Verde Court, Pacific Palisades, California

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Lawyers Title Company
7530 N. Glenoaks Blvd.
Burbank, CA 91504
Phone: (818) 767-2000
Fax: (818) 504-4937

WEST COAST ESCROW
11835 W. OLYMPIC BLVD., #1120E (E. Tower)
LOS ANGELES, CA 90064

Attn: Pamela Carruthers

Title Officer: Neil Viner--So
email: tu09@ltic.com
Phone No.: (800) 747-7777 x 311
Fax No.: (818) 252-3726
File No.: 119094544

Your Reference No: 4511219-05858-PC

Property Address: 16630 Cumbre Verde Court, Pacific Palisades, California

PRELIMINARY REPORT

Dated as of September 25, 2019 at 7:30 a.m.

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

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

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

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

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

SCHEDULE A

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

CLTA Standard Owners
ALTA Loan 2006

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

A FEE

Title to said estate or interest at the date hereof is [vested in:](#)

Thomas D. Bohlman, subject to proceedings pending in the bankruptcy court where a petition for relief was filed.

Name of Debtor:	Thomas D. Bohlman
Date of Filing:	January 2, 2019
U.S. District Court:	Central District of California
Case No:	2:19-bk-10035-WB

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

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

EXHIBIT "A"

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

LOT NO. 105 OF [TRACT NO. 31935](#), IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1009, PAGES 73 THROUGH 88 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM; ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS, ALL OTHER , HYDROCARBON SUBSTANCES BY WHATSOEVER NAME KNOW, AND ALL WATER, CLAIMS OR RIGHTS TO WATER, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT, HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY PORTION OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET, AS EXCEPTED OR RESERVED BY DEED RECORDED JULY 29, 1986 AS [INSTRUMENT NO. 96-958956](#), OF OFFICIAL RECORDS.

[APN: 4431-033-032](#)

SCHEDULE B

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

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2020-2021.
- B. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

<u>Tax Identification No.:</u>	<u>4431-033-032</u>
Fiscal Year:	2019-2020
1 st Installment:	\$13,130.49, unpaid (Delinquent after December 10)
Penalty:	\$131.04
2 nd Installment:	\$13,130.48, unpaid (Delinquent after April 10)
Penalty and Cost:	\$1323.04
Homeowners Exemption:	\$7000.00
Code Area:	00067

- C. An assessment by the improvement district shown below:

Assessment (or Bond) No:	None shown
Series:	AD #2
District:	MRCA
For:	Brush Fire Clearance
Bond issued:	August 6, 2003
Original Amount:\$	Not shown

Said assessment is collected with the county/city property taxes.

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

Recording Date:	September 29, 1950
Recording No:	<u>Instrument No. 1631</u> of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

3. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Private street, road and utility purposes
Recording Date: May 14, 1971
Recording No: [Instrument No. 832](#) of Official Records
Affects: As provided therein

4. All easements, offers and dedications as shown on the official map

Tract of: 31935

5. Instruments entitled Covenant and Agreement

Recording Date: April 28, 1982
Recording No: as [Instrument No. 82-436916](#), as [Instrument No. 82-436917](#),
as [Instrument No. 82-436918](#), as [Instrument No. 82-436919](#) and
as [Instrument No. 82-436920](#), all of Official Records

Reference is hereby made to said document for full particulars.

6. Instrument entitled Covenant and Agreement

Recording Date: May 12, 1982
Recording No: as [Instrument No. 82-491591](#) and as [Instrument No. 491593](#), both
of Official Records

Reference is hereby made to said document for full particulars.

7. An instrument entitled Covenant and Agreement

Recording Date: May 24, 1982
Recording No: [Instrument No. 82-530282](#) of Official Records

Reference is hereby made to said document for full particulars.

8. An instrument entitled Covenant and Agreement

Recording Date: July 15, 1982
Recording No: [Instrument No. 82-712258](#) of Official Records

Reference is hereby made to said document for full particulars.

9. Declaration of covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the below document, which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value:

Recording Date: May 18, 1983
Recording No: [Instrument No. 83-556609](#) of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

And re-recorded November 9, 1984 as [Instrument No. 84-1341826](#) of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: October 6, 1983
Recording No: [Instrument No. 83-1183710](#) of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: October 7, 1983
Recording No: [Instrument No. 83-1187298](#) of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: August 17, 1987
Recording No: [Instrument No. 87-1312100](#) of Official Records

10. Declaration of covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the below document, which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value:

Recording Date: May 18, 1983
Recording No: [Instrument No. 83-556608](#) of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

Modification(s) of said covenants, conditions and restrictions

Recording Date: December 6, 1983
Recording No: [Instrument No. 83-1440054](#) of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: December 19, 1983
Recording No: [Instrument No. 83-1504327](#) of Official Records

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Non-Exclusive easements for access, ingress egress, encroachment, maintenance, repair, drainage, support and other purposes

Recording Date: July 29, 1986
Recording No: [Instrument No. 86-958956](#) of Official Records

Affects: As provided therein

12. The effect of an instrument entitled Covenant and Agreement

Recording Date: September 28, 1982
Recording No: [Instrument No. 82-982536](#) of Official Records

Which among other things provides: Land affected shall be held as one parcel and that no portion shall be sold separately

Reference is hereby made to said document for full particulars.

13. Matters contained in that certain document

Entitled: Identifying Statement for the Collection of Assessments and other Charges, Pursuant to Civil Cods 1366.2 for the Palisades Drive Recreation Association
Dated: February 23, 2007
Executed by: Palisades Drive Recreation Association
Recording Date: March 8, 2007
[Recording No: 2007-514114](#) of Official Records

Reference is hereby made to said document for full particulars.

14. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$1,267,000.00
Dated: September 10, 2003
Trustor/Grantor: Thomas D. Bohlmann and Lynn A. Weston, Husband and Wife as Community Property
Trustee: Fidelity National Title Ins Co
Beneficiary: Wells Fargo Home Mortgage, Inc..
Loan No.: None shown
Recording Date: October 10, 2003
[Recording No: 2003-3027347](#) of Official Records

An assignment of the beneficial interest under said deed of trust which names:

Assignee: U.S. Bank National Association as Trustee, Successor in interest to Wachovia Bank, National Association as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2004-A
Loan No.: None shown
Recording Date: April 6, 2016
[Recording No: 2016-382337](#) of Official Records

A substitution of trustee under said deed of trust which names, as the substituted trustee, the following

Trustee: Quality Loan Service Corporation
Recording Date: September 30, 2016
[Recording No: 2016-1197586](#) of Official Records

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Deutsche Mellon National Asset, LLC
Loan No.: None shown
Recording Date: December 12, 2017
[Recording No: 2017-1437526](#) of Official Records

A substitution of trustee under said deed of trust which names, as the substituted trustee, the following

Trustee: Affinia Default Services, LLC
Recording Date: March 2, 2018
Recording No: [2018-207142](#) of Official Records

A notice of default under the terms of said trust deed

Executed by: Affinia Default Services, LLC
Recording Date: March 5, 2018
Recording No: [2018-210737](#) of Official Records

A notice of trustee's sale under said deed of trust

Executed by: Affinia Default Services, LLC
Time and Place of Sale: August 21, 2018 at 10:00 AM behind the fountain located in Civic Center Plaza
Recording Date: July 26, 2018
Recording No: [2018-750362](#) of Official Records

15. Matters contained in that certain document

Entitled: Order Voiding: December 12, 2017 Assignment of Deed of Trust which was recorded against 16630 Cumbre Verde Court, Pacific Palisades, California 90272
Dated: March 27, 2019
Executed by: Dale S. Fischer, United States District Judge
Recording Date: May 17, 2019
Recording No: [2019-452920](#) of Official Records

Reference is hereby made to said document for full particulars.

16. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$100,000.00
Dated: April 4, 2008
Trustor/Grantor: Thomas D. Bohlmann and Lynn A. Weston, Husband and Wife as Community Property
Trustee: American Securities Company
Beneficiary: Wells Fargo Bank, N.A.
Loan No.: 20080667300303
Recording Date: April 23, 2008
Recording No: [2008-709959](#) of Official Records

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. Under California Civil Code §2943.1 it is a requirement that the Trustor/Grantor of said Deed of Trust either immediately provide the beneficiary with the "Borrower's instruction to Suspend and Close Equity Line of Credit" or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

If the above credit line is being paid off, this Company will require that Escrow obtain written confirmation from the current Beneficiary that the account has been frozen prior to recording. Failure to do so will result in this Company holding funds at the close of Escrow until such confirmation is obtained from the Beneficiary.

A substitution of trustee under said deed of trust which names, as the substituted trustee, the following

Trustee: Barrett Daffin Frappier Treder & Weiss, LLP
Recording Date: October 11, 2017
Recording No: [2017-1163816](#) of Official Records

17. A tax lien for the amount shown and any other amounts due, in favor of the United States of America, assessed by the District Director of Internal Revenue.

Federal Serial No.: 804656611
Taxpayer: Thomas D Bohlmann
Amount: \$109,768.12
Recording Date: August 11, 2011
Recording No: [2011-1079388](#) of Official Records

18. A state tax lien for the amount shown and any other amounts due,

State Identification No: 12108341532
Filed by: Franchise Tax Board
Taxpayer: Lynn A Weston
Amount: \$10,511.36
Recording Date: April 18, 2012
Recording No: [2012-575244](#) of Official Records

19. A tax lien for the amount shown and any other amounts due, in favor of the United States of America, assessed by the District Director of Internal Revenue.

Federal Serial No.: 905952212
Taxpayer: Lynn A Weston
Amount: \$28,382.42
Recording Date: January 23, 2013
Recording No: [2013-107375](#) of Official Records

20. Matters contained in that certain document

Entitled: Notice of Special Tax Lien
Dated: January 14, 2013
Executed by: Clerk of the Governing Board
Recording Date: January 23, 2013
Recording No: [2013-110801](#) of Official Records

Reference is hereby made to said document for full particulars.

21. A state tax lien for the amount shown and any other amounts due,

State Identification No: 13024624772
Filed by: Franchise Tax Board
Taxpayer: Lynn A Weston
Amount: \$9391.26
Recording Date: February 19, 2013
Recording No: [2013-254166](#) of Official Records

22. A tax lien for the amount shown and any other amounts due, in favor of the United States of America, assessed by the District Director of Internal Revenue.

Federal Serial No.: 925242613
Taxpayer: Thomas D Bohlmann
Amount: \$113,270.18
Recording Date: March 11, 2013
[Recording No: 2013-363382](#) of Official Records

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

Amount: \$10,268.70
Debtor: Lynn Ann Weston
Creditor: White Zuckerman Warsawsky Lune Wolf & Hunt LLP
Date entered: March 12, 2013
County: Los Angeles
Court: Superior
Case No.: 12E06991
Recording Date: May 1, 2013
[Recording No: 2013-652926](#) of Official Records

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

Amount: \$48,610.60
Debtor: Thomas Dale Bohlmann
Creditor: Linda S. Gross
Date entered: March 28, 2013
County: Los Angeles
Court: Superior
Case No.: San Clemente 119 343
Recording Date: May 23, 2013
Recording No: 2013-775570 of Official Records

25. A state tax lien for the amount shown and any other amounts due,

State Identification No: 13353381712
Filed by: Franchise Tax Board
Taxpayer: Thomas D Bohlmann
Amount: \$34,543.85
Recording Date: December 27, 2013
[Recording No: 2013-1810119](#) of Official Records

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

Amount: \$27,328.94
Debtor: Thomas Bohlmann
Creditor: Fidelity Creditor Service, Inc..
Date entered: May 5, 2015
County: Los Angeles
Court: Superior
Case No.: 13K17582
Recording Date: October 29, 2015
[Recording No: 2015-1329088](#) of Official Records

27. A tax lien for the amount shown and any other amounts due, in favor of the United States of America, assessed by the District Director of Internal Revenue.

Federal Serial No.: 197361716
Taxpayer: Thomas D Bohlmann
Amount: \$251,890.24
Recording Date: February 12, 2016
[Recording No: 2016-159312](#) of Official Records

28. A tax lien for the amount shown and any other amounts due, in favor of the United States of America, assessed by the District Director of Internal Revenue.

Federal Serial No.: 202518416
Taxpayer: Thomas D Bohlmann
Amount: \$134,457.43
Recording Date: March 18, 2016
[Recording No: 2016-297690](#) of Official Records

29. A state tax lien for the amount shown and any other amounts due,

State Identification No: 16130120285
Filed by: Franchise Tax Board
Taxpayer: Thomas D Bohlmann
Amount: \$31,487.75
Recording Date: June 3, 2016
[Recording No: 2016-640291](#) of Official Records

30. A tax lien for the amount shown and any other amounts due, in favor of the United States of America, assessed by the District Director of Internal Revenue.

Federal Serial No.: 2417748416
Taxpayer: Thomas D Bohlmann
Amount: \$104,595.68
Recording Date: December 22, 2016
[Recording No: 2016-1626958](#) of Official Records

31. A state tax lien for the amount shown and any other amounts due,

State Identification No: 17096647829
Filed by: Franchise Tax Board
Taxpayer: Thomas D Bohlmann
Amount: \$23,706.09
Recording Date: April 21, 2017
[Recording No: 2017-441940](#) of Official Records

32. A state tax lien for the amount shown and any other amounts due,

State Identification No: 18142369983
Filed by: Franchise Tax Board
Taxpayer: Thomas D Bohlmann
Amount: \$32,329.93
Recording Date: May 23, 2018
[Recording No: 2018-510162](#) of Official Records

33. A state tax lien for the amount shown and any other amounts due,

State Identification No: 18304697621
Filed by: Franchise Tax Board
Taxpayer: Thomas D. Bohlmann
Amount: \$21,036.39
Recording Date: November 14, 2018
[Recording No: 2018-1148086](#) of Official Records

34. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

35. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

36. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.

37. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

38. An inspection of said Land has been ordered; upon its completion the Company reserves the right to except additional items and/or make additional requirements.

END OF SCHEDULE B EXCEPTIONS

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

REQUIREMENTS SECTION:

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

Party(s): All Parties

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

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

Req. No. 2: Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.

Req. No. 3: Furnish for review a full and complete copy of any unrecorded agreement, contract, license and/or lease together with all supplements, assignments and amendments thereto, prior to the close of this transaction.

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

INFORMATIONAL NOTES SECTION

- Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
- Note No. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

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

- Note No. 3: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.
- Note No. 4: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note No. 5: Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DDT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note No. 6: Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.
- Note No. 7: Association Assessments are periodically due from holders of title to said Land to the Homeowner's Association and transfer fees may be due whenever there is a transfer of title of any of the units. In order to ascertain seller's/buyer's association assessments and transfer fee requirements prior to transfer of a unit, Escrow companies are requested to contact said Homeowner's Association.
- Note No. 8: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an ALTA Loan Policy, when issued.
- Note No. 9: The following information will be included in the CLTA Form 116 or ALTA Form 22-06 Endorsement to be issued pursuant to this order:
- There is located on said Land: Single Family Residence
Known as: 16630 Cumbre Verde Court, Los Angeles (Pacific Palisades area) California 90272
- Note No. 10: There are no conveyances affecting said Land recorded within 24 months of the date of this report.

- Note No. 11: The Company requires current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:
- a) If the Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.
 - b) If the Company cannot obtain a verbal update on the demand, we will either pay off the expired demand or wait for the amended demand, at our discretion.
 - c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure the check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).
- Note No. 12: The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

To protect the private information contained in the attached form and photo ID, please return via a secured method.

Processor: BQ
Date Typed: October 16, 2019

Attachment One (Revised 05-06-16)

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990**

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

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

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

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

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

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

- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

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

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

LIMITATIONS ON COVERED RISKS

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

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

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

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

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

[PART I

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

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

PART II

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

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

EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

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

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

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

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

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



Lawyers Title Company
7530 N. Glenoaks Blvd.
Burbank, CA 91504
Phone: (818) 767-2000
Fax: (818) 504-4937

Order No. 119094544

Notice of Available Discounts

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

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

FNF Underwritten Title Company
LTC – Lawyers Title Company

FNF Underwriter
CLTIC – Commonwealth Land Title Insurance Co.

Available Discounts

DISASTER LOANS (CLTIC)

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

EMPLOYEE RATE (LTC and CLTIC)

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

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

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

Personal Information.

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information.

FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons.

We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track.

Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites.

FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "Choices With Your Information" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents:

We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents:

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

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

For Vermont Residents:

We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

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

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

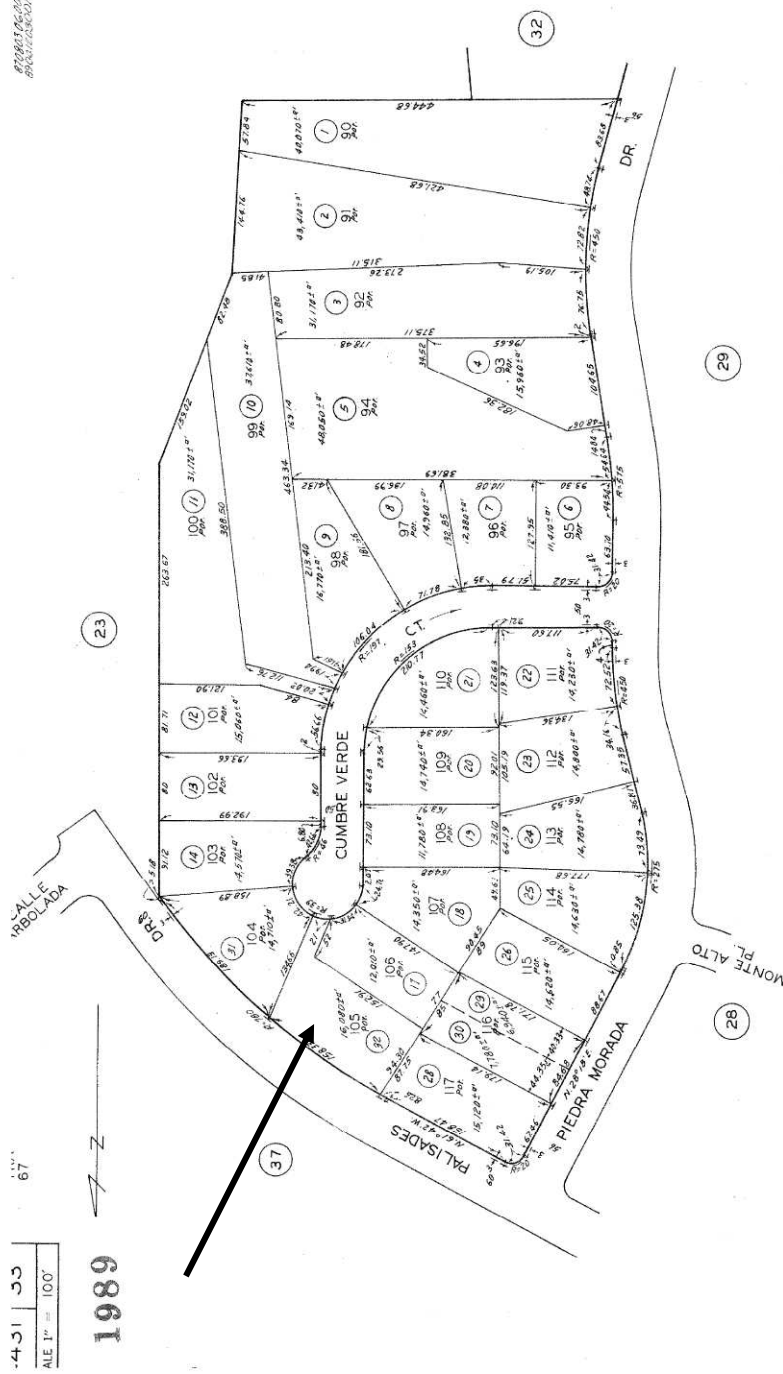
By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website.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

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

8708157 PACASB001
 00000000000000000000



TRACT NO. 31935 M.B. 1009-73-63

FOR PREV. ASSM'T SEE:
4431-23

ASSESSOR'S MAP
 COUNTY OF LOS ANGELES, CALIF.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



Lawyers Title Company
7530 N. Glenoaks Blvd.
Burbank, CA 91504
Phone: (818) 767-2000
Fax: (818) 504-4937

LINE OF CREDIT LETTER TO LENDER

Date: _____

To: _____

Attention: Payoff Department
Subject: Account/Loan No.: _____

Order No.: _____

Dear Sir or Madam:

We hereby request that the above referenced credit line account be frozen as of this date. Please release payoff information to Lawyers Title Company because you will be receiving payment in full shortly, either through a sale or refinance of the secured property. We agree not to request any advances on this account on or after the date of this letter.

We, also agree to indemnify, hold harmless and reimburse Lawyers Title Company for any loss it may sustain by reason of not holding funds for Additional Advances on lines of credit.

Upon receipt of payoff, please close credit line account.

Sincerely,

(All Owners/Sellers/Borrowers must sign)

ESCROW NOTE: This letter must be sent to the lender directly at the time the demand is requested to insure that the account is frozen at the time of closing.

DT4A

EXHIBIT "7"

EXHIBIT "7"

Recording Requested By Internal Revenue Service When recorded mail to

INTERNAL REVENUE SERVICE
300 N Los Angeles St Mail Stop 5027
LOS ANGELES, CA 90012

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

20111079388

August 11, 2011 AT 8:04 AM

FEE \$18.00

For Optional Use by Recording Office

Form 668 (Y)(c)
(Rev. October 2000)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area: **SMALL BUSINESS/SELF EMPLOYED AREA #7**
Lien Unit Phone: (800) 913-6050

Serial Number
804656611

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer **THOMAS D BOHLMANN**

Residence **16630 CUMBRE VERDE CT**
PACIFIC PLSDS CA 90272-1914

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a)

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2009	XXX-XX-2373	11/22/2010	12/22/2020	109768.12

THIS DOCUMENT IS BEING PROVIDED AS AN ACCOMMODATION ONLY. LAWYERS TITLE INSURANCE COMPANY HAS NOT EXAMINED THIS DOCUMENT AND IS NOT RESPONSIBLE FOR THE INFORMATION CONTAINED HEREIN. NOR LIABLE FOR ANY DAMAGES SUSTAINED BY ANYONE'S RELIANCE UPON SAID DOCUMENT.

Place of Filing

COUNTY RECORDER
LOS ANGELES

Total \$ **109768.12**

This notice was prepared and signed at **OAKLAND, CA**, on this, the **01** day of August **2011**.

Signature

K. A. Mitchell

Title

TERRITORY MANAGER

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien Rev. Rul. 71 466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 10 00)
CAT NO 60025X

Recording Requested By Internal Revenue Service. When recorded mail to:

INTERNAL REVENUE SERVICE
300 N Los Angeles St Mail Stop 5027
LOS ANGELES, CA 90012

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

20130363382

March 11, 2013 AT 10:45 AM

FEE \$18.00

For Optional Use by Recording Office

Form 668 (Y)(c)
(Rev. October 2000)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area: **SMALL BUSINESS/SELF EMPLOYED AREA #7**
Lien Unit Phone: (800) 913-6050

Serial Number
925242613

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer **THOMAS D BOHLMANN**

Residence **16630 CUMBRE VERDE CT**
PACIFIC PLSDS CA 90272-1914

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2011	XXX-XX-2373	11/19/2012	12/19/2022	113270.18

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Place of Filing COUNTY RECORDER LOS ANGELES	Total \$ 113270.18
-----------------------------------------------------------------	---------------------------

This notice was prepared and signed at OAKLAND, CA, on this 28 day of February 2013.

Signature R. A. Mitchell Title **TERRITORY MANAGER**

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 10-00)
CAT. NO 60025X

This page is part of your document - DO NOT DISCARD



20130775570



Pages: 0004

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

05/23/13 AT 08:37AM

FEES:	33.00
TAXES:	0.00
OTHER:	0.00
PAID:	33.00



LEADSHEET



201305230840008

00007754909



004885250

SEQ:
07

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DAR - Courier (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

E44571

2

RECORDING REQUESTED BY
LINDA S. GROSS

WHEN RECORDED MAIL TO
NAME LINDA S. GROSS

MAILING 2730 Wilshire Blvd., Sui
ADDRESS Suite 220

CITY, STATE Santa Monica, CA 90403-
ZIP CODE 4749



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

ABSTRACT OF JUDGMENT

THIS DOCUMENT IS BEING PROVIDED AS AN ACCOMMODATION ONLY. LAWYERS TITLE INSURANCE COMPANY HAS NOT EXAMINED THIS DOCUMENT AND IS NOT RESPONSIBLE FOR THE INFORMATION CONTAINED HEREIN, NOR LIABLE FOR ANY DAMAGES SUSTAINED BY ANYONE'S RELIANCE UPON SAID DOCUMENT.

LS-201

EJ-001

3

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number)
 Recording requested by and return to
 LINDA S. GROSS, ESQ. SBN 79054
 LAW OFFICES OF LINDA S. GROSS
 2730 WILSHIRE BOULEVARD,
 SUITE 220
 SANTA MONICA, CA 90403
 (310) 829-3221

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS 1725 MAIN STREET
 MAILING ADDRESS 1725 MAIN STREET
 CITY AND ZIP CODE SANTA MONICA, CA 90401
 BRANCH NAME WEST DISTRICT

FOR RECORDER'S USE ONLY

PLAINTIFF: LINDA S. GROSS

CASE NUMBER

DEFENDANT: THOMAS DALE BOHLMANN

SC 119 343

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

THOMAS DALE BOHLMANN
 16630 Cumbre Verde Court
 Pacific Palisades, CA 90272

b. Driver's license no. [last 4 digits] and state:

Unknown

c. Social security no. [last 4 digits]: 2373

Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): THOMAS DALE DOHLMANN
 16630 CUMBRE VERDE COURT, PACIFIC PALISADES, CA 90272

THIS DOCUMENT IS BEING PROVIDED AS AN ACCOMMODATION ONLY. LAWYERS TITLE INSURANCE COMPANY HAS NOT EXAMINED THIS DOCUMENT AND IS NOT RESPONSIBLE FOR THE INFORMATION CONTAINED HEREIN, NOR LIABLE FOR ANY DAMAGES SUSTAINED BY ANYONE'S RELIANCE UPON SAID DOCUMENT.

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):
 LINDA S. GROSS, 2730 Wilshire Boulevard
 Suite 220, Santa Monica, CA 90403

5. Original abstract recorded in this county:

a. Date:
 b. Instrument No.:

Date: May 14, 2013

Linda S. Gross

(TYPE OR PRINT NAME)



(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
 \$ 48,610.60

10. An execution lien attachment lien is endorsed on the judgment as follows:

7. All judgment creditors and debtors are listed on this abstract.

a. Amount: \$
 b. In favor of (name and address):

8. a. Judgment entered on (date): March 28, 2013

b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has

a. not been ordered by the court.
 b. been ordered by the court effective until (date):



JOHN A. CLARKE

This abstract issued on (date):

MAY 16 2013

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.

b. A certified copy of the judgment is attached.

Clerk, by  Deputy

M. Kurihara

Form Adopted for Mandatory Use
 Judicial Council of California
 EJ-001 (Rev. January 1, 2006)

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

Legal Solutions & Plus

Page 1 of 2
 Code of Civil Procedure, §§ 488.480, 674, 700.190

4

PLAINTIFF: LINDA S. GROSS	CASE NUMBER.
DEFENDANT: THOMAS DALE BOHLMANN	SC 119 343

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

17. Name and last known address

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]: Unknown

Summons was personally served at or mailed to (address):

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]: Unknown

Summons was personally served at or mailed to (address):

18. Name and last known address

19. Name and last known address

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]: Unknown

Summons was personally served at or mailed to (address):

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]: Unknown

Summons was personally served at or mailed to (address):

20. Continued on Attachment 20.

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This page is part of your document - DO NOT DISCARD



20131810119



Pages: 0002

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

12/27/13 AT 08:53AM

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



LEADSHEET



201312272820024

00008699264



005957444

SEQ:
02

DAR - Mail (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

E89011

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Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section
PO BOX 2952
Sacramento CA 95812-2952



2



Notice of State Tax Lien

Filed With: LOS ANGELES

Certificate Number: 13353381712

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer(s) as follows:

Name of Taxpayer(s) : THOMAS D BOHLMANN

FTB Account Number : 1102020430

Social Security Number(s) : ██████████ 2373

Last Known Address : 16630 CUMBRE VERDE CT
: PACIFIC PLSDS, CA 90272-1914

For Taxable Years : 2012

Total Lien Amount * : 34543.85

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Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

Dated: 12/19/13

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (916) 845-4350

By: *Jozele G. Burnett*

Authorized facsimile signature.

*Additional interest is accruing at the rate prescribed by law.

FTB 2930 V1 M ARCS (REV 06-2013)

This page is part of your document - DO NOT DISCARD



20151329088



Pages: 0004

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

10/29/15 AT 02:05PM

FEES:	33.00
TAXES:	0.00
OTHER:	0.00
PAID:	33.00



LEADSHEET



201510292890072

00011276830



007176333

SEQ:
01

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DAR - Mail (Intake)



THIS FORM IS NOT TO BE DUPLICATED

E264285

RECORDING REQUEST BY AND MAIL TO:
(Name and mailing address, including city, state and ZIP code of requesting party)

LLOYD D. DIX #110489
Law Offices of DIX & ASSOCIATES, APLC
216 S. Louise St. 2nd Floor
Glendale, CA 91205

Document Number:11276830



Batch Number:7176333



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DOCUMENT TITLE

ABSTRACT OF JUDGMENT

THIS DOCUMENT IS BEING PROVIDED AS AN ACCOMMODATION ONLY. LAWYERS TITLE INSURANCE COMPANY HAS NOT EXAMINED THIS DOCUMENT AND IS NOT RESPONSIBLE FOR THE INFORMATION CONTAINED HEREIN, NOR LIABLE FOR ANY DAMAGES SUSTAINED BY ANYONE'S RELIANCE UPON SAID DOCUMENT.

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and State Bar number):
 After recording, return to:
LLOYD D. DIX, CA SBN.: 110489
LAW OFFICES OF DIX & ASSOCIATES, APLC
216 S. LOUISE STREET
GLENDALE, CA 91205
FILE NO.: 1230535
 TEL NO.: (818) 502-1981 FAX NO. (optional):
 E-MAIL ADDRESS (Optional):
 ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS: 110 N. GRAND AVENUE
 MAILING ADDRESS:
 CITY AND ZIP CODE: LOS ANGELES, CA 90012-3014
 BRANCH NAME:

FOR RECORDER'S USE ONLY

PLAINTIFF: CMM, LLP
 DEFENDANT: THOMAS BOHLMANN

CASE NUMBER:
 13K17582

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:
 a. Judgment debtor's

Name and last known address

THOMAS BOHLMANN
 16630 CUMBRE VERDE COURT
 PACIFIC PALISADES, CA 90272

b. Driver's license no. [last 4 digits] and state: Unknown
 c. Social security no. [last 4 digits]: 2373 Unknown
 d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):

THOMAS BOHLMANN, 16630 CUMBRE COURT, PACIFIC PALISADES, CA 90272

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):
 FIDELITY CREDITOR SERVICE, INC.
 216 S. LOUISE STREET, GLENDALE, CA 91205

5. Original abstract recorded in this county:

a. Date:
 b. Instrument No.:

Date: 9/3/15
 LLOYD D. DIX

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
 \$ 27,328.94

10. An execution lien attachment lien is endorsed on the judgment as follows:

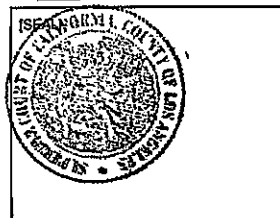
7. All judgment creditors and debtors are listed on this abstract.

a. Amount: \$
 b. In favor of (name and address):

8. a. Judgment entered on (date): 05/05/2015
 b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has
 a. not been ordered by the court.
 b. been ordered by the court effective until (date):
 12. a. I certify that this is a true and correct abstract of the judgment entered in this action.
 b. A certified copy of the judgment is attached.



This abstract issued on (date):
SEP 30 2015

Clerk by: **SHERI R. CARTER**
C. Munoz Deputy

THIS DOCUMENT IS BEING PROVIDED AS AN ACCOMMODATION ONLY. LAWYERS TITLE INSURANCE COMPANY HAS NOT EXAMINED THIS DOCUMENT AND IS NOT RESPONSIBLE FOR THE INFORMATION CONTAINED HEREIN, NOR LIABLE FOR ANY DAMAGES SUSTAINED BY ANYONE'S RELIANCE UPON SAID DOCUMENT.

Received
 SEP 08 2015
 Default Section

PLAINTIFF: CMM, LLP DEFENDANT: THOMAS BOHLMANN	COURT CASE NO: 13K17582
---------------------------------------------------	----------------------------

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]: Unknown

Summons was personally served at or mailed to (address):

17. Name and last known address

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]: Unknown

Summons was personally served at or mailed to (address):

18. Name and last known address

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]: Unknown

Summons was personally served at or mailed to (address):

19. Name and last known address

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]: Unknown

Summons was personally served at or mailed to (address):

20. Continued on Attachment 20.

THIS DOCUMENT IS BEING PROVIDED AS AN ACCOMMODATION ONLY. LAWYERS TITLE INSURANCE COMPANY HAS NOT EXAMINED THIS DOCUMENT AND IS NOT RESPONSIBLE FOR THE INFORMATION CONTAINED HEREIN, NOR LIABLE FOR ANY DAMAGES SUSTAINED BY ANYONE'S RELIANCE UPON SAID DOCUMENT.

Recording Requested By Internal Revenue Service. When recorded mail to:

INTERNAL REVENUE SERVICE
300 N Los Angeles St Mail Stop 5027
LOS ANGELES, CA 90012

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

20160159312

February 12, 2016 AT 8:37 AM

FEE \$18.00

For Optional Use by Recording Office

Form 668 (Y)(c) Department of the Treasury - Internal Revenue Service
(Rev. October 2000) **Notice of Federal Tax Lien**

Area: SMALL BUSINESS/SELF EMPLOYED AREA #7 Serial Number
Lien Unit Phone: (800) 913-6050 197361716

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer THOMAS D BOHLMANN

Residence 16630 CUMBRE VERDE CT
PACIFIC PLSDS CA 90272-1914

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2012	XXX-XX-2373	11/18/2013	12/18/2023	134010.50
1040	12/31/2013	XXX-XX-2373	11/24/2014	12/24/2024	117879.74

THIS DOCUMENT IS BEING PROVIDED AS AN ACCOMMODATION ONLY. LAWYERS TITLE INSURANCE COMPANY HAS NOT EXAMINED THIS DOCUMENT AND IS NOT RESPONSIBLE FOR THE INFORMATION CONTAINED HEREIN, NOR LIABLE FOR ANY DAMAGES SUSTAINED BY ANYONE'S RELIANCE UPON SAID DOCUMENT.

Place of Filing COUNTY RECORDER
LOS ANGELES Total \$ 251890.24

This notice was prepared and signed at OAKLAND, CA, on this 03 day of February 2016.

Signature *R. A. Mitchell* Title TERRITORY MANAGER

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409) Part 1 - Kept By Recording Office Form 668(Y)(c) (Rev. 10-00) CAT. NO 60025X

Recording Requested By Internal Revenue Service. When recorded mail to:

INTERNAL REVENUE SERVICE
300 N Los Angeles St Mail Stop 5027
LOS ANGELES, CA 90012

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

20160297690

March 18, 2016 AT 8:49 AM

FEE \$18.00

For Optional Use by Recording Office

Form 668 (Y)(c)
(Rev. October 2000)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area: **SMALL BUSINESS/SELF EMPLOYED AREA #7**
Lien Unit Phone: (800) 913-6050

Serial Number
202518416

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer **THOMAS D BOHLMANN**

Residence **16630 CUMBRE VERDE CT
PACIFIC PLSDS CA 90272-1914**

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2014	██████████ 2373	11/23/2015	12/23/2025	134457.43

THIS DOCUMENT IS BEING PROVIDED AS AN ACCOMMODATION ONLY. LAWYERS TITLE INSURANCE COMPANY HAS NOT EXAMINED THIS DOCUMENT AND IS NOT RESPONSIBLE FOR THE INFORMATION CONTAINED HEREIN, NOR LIABLE FOR ANY DAMAGES SUSTAINED BY ANYONE'S RELIANCE UPON SAID DOCUMENT.

Place of Filing

**COUNTY RECORDER
LOS ANGELES**

Total \$ **134457.43**

This notice was prepared and signed at OAKLAND, CA, on this, 09 day of March 2016.

Signature

R. A. Mitchell

Title

TERRITORY MANAGER

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 10-00)
CAT. NO 60025X

This page is part of your document - DO NOT DISCARD



20160640291



Pages: 0002

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

06/03/16 AT 11:43AM

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



LEADSHEET



201606032870028

00012100954



007558524

SEQ:
27

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DAR - Mail (Intake)



THIS FORM IS NOT TO BE DUPLICATED

E244265

Document Number: 12100954



Batch Number: 7558524

Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section
PO BOX 2952
Sacramento CA 95812-2952



Notice of State Tax Lien

Filed With: LOS ANGELES

Certificate Number: 16130120285

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer(s) as follows:

Name of Taxpayer(s) : THOMAS D BOHLMANN

FTB Account Number : 1102020430
Social Security Number(s) : XXX-XX-2373
Last Known Address : 16630 CUMBRE VERDE CT
: PACIFIC PALISADES, CA 90272-1914
For Taxable Years : 2014
Total Lien Amount * : \$31,487.75

THIS DOCUMENT IS BEING PROVIDED AS AN ACCOMMODATION ONLY. LAWYERS TITLE INSURANCE COMPANY HAS NOT EXAMINED THIS DOCUMENT AND IS NOT RESPONSIBLE FOR THE INFORMATION CONTAINED HEREIN, NOR LIABLE FOR ANY DAMAGES SUSTAINED BY ANYONE'S RELIANCE UPON SAID DOCUMENT.

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

Dated: 05/09/16

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (916) 845-4350

By: *[Handwritten Signature]*

Authorized facsimile signature.

*Additional interest is accruing at the rate prescribed by law.

Recording Requested By Internal Revenue Service. When recorded mail to:

INTERNAL REVENUE SERVICE
300 N Los Angeles St Mail Stop 5027
LOS ANGELES, CA 90012

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

20161626958

December 22, 2016 AT 8:08 AM

FEE \$18.00

For Optional Use by Recording Office

Form 668 (Y)(c) Department of the Treasury - Internal Revenue Service
(Rev. October 2000) **Notice of Federal Tax Lien**

Area: SMALL BUSINESS/SELF EMPLOYED AREA #7 Serial Number
Lien Unit Phone: (800) 913-6050 241748416

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer THOMAS D BOHLMANN

Residence 16630 CUMBRE VERDE CT
PACIFIC PLSDS CA 90272-1914

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2015	XXX-XX-2373	11/21/2016	12/21/2026	104595.68

THIS DOCUMENT IS BEING PROVIDED AS AN ACCOMMODATION ONLY. LAWYERS TITLE INSURANCE COMPANY HAS NOT EXAMINED THIS DOCUMENT AND IS NOT RESPONSIBLE FOR THE INFORMATION CONTAINED HEREIN, NOR LIABLE FOR ANY DAMAGES SUSTAINED BY ANYONE'S RELIANCE UPON SAID DOCUMENT.

Place of Filing COUNTY RECORDER
LOS ANGELES Total \$ 104595.68

This notice was prepared and signed at OAKLAND, CA, on this 13 day of December 2016.

Signature *R. A. Mitchell* Title TERRITORY MANAGER

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 10-001)
CAT. NO 60025X

This page is part of your document - DO NOT DISCARD



20170441940



Pages: 0002

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

04/21/17 AT 09:08AM

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



LEADSHEET



201704212890011

00013600694



008269703

SEQ:
21

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DAR - Mail (Intake)



THIS FORM IS NOT TO BE DUPLICATED

E244285

Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section
PO BOX 2952
Sacramento CA 95812-2952

Document Number:13600694



Batch Number:8269703



Notice of State Tax Lien

Filed With: LOS ANGELES

Certificate Number: 17096647829

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer(s) as follows:

Name of Taxpayer(s) : THOMAS D BOHLMANN

FTB Account Number : 1102020430

Social Security Number(s) : XXX-XX-2373

Last Known Address : 16630 CUMBRE VERDE CT
: PACIFIC PALISADES, CA 90272-1914

For Taxable Years : 2015

Total Lien Amount * : \$23,706.09

THIS DOCUMENT IS BEING PROVIDED AS AN ACCOMMODATION ONLY. LAWYERS TITLE INSURANCE COMPANY HAS NOT EXAMINED THIS DOCUMENT AND IS NOT RESPONSIBLE FOR THE INFORMATION CONTAINED HEREIN, NOR LIABLE FOR ANY DAMAGES SUSTAINED BY ANYONE'S RELIANCE UPON SAID DOCUMENT.

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

Dated: 04/06/17

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (916) 845-4350

By:

Authorized facsimile signature.

*Additional interest is accruing at the rate prescribed by law.

FTB 2930 V1 M ARCS (REV 06-2013)

Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section
PO BOX 2952
Sacramento CA 95812-2952

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

20180510162

05/23/2018 08:51:29

\$0.00



Notice of State Tax Lien

Filed With: LOS ANGELES

Certificate Number: 18142369983

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer(s) as follows:

Name of Taxpayer(s) : THOMAS D BOHLMANN

FTB Account Number : 1102020430

Social Security Number(s) : XXX-XX-2373

Last Known Address : 17042 BOLLINGER DR
: PACIFIC PALISADES CA 90272-3223

For Taxable Years : 2016

Total Lien Amount * : \$32,329.93

THIS DOCUMENT IS BEING PROVIDED AS AN ACCOMMODATION ONLY. LAWYERS TITLE INSURANCE COMPANY HAS NOT EXAMINED THIS DOCUMENT AND IS NOT RESPONSIBLE FOR THE INFORMATION CONTAINED HEREIN, NOR LIABLE FOR ANY DAMAGES SUSTAINED BY ANYONE'S RELIANCE UPON SAID DOCUMENT.

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

Dated: 05/22/18

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (916) 845-4350

By: *Jozele G Brunetti*

Authorized facsimile signature.

*Additional interest is accruing at the rate prescribed by law.

FTB 2930E V1 ARCS (REV 06-2017)

This page is part of your document - DO NOT DISCARD



20181148086



Pages: 0002

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

11/14/18 AT 11:12AM

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



LEADSHEET



201811142890016

00015934972



009456518

SEQ:
04

DAR - Mail (Intake)



THIS FORM IS NOT TO BE DUPLICATED

E244265

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Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section
PO BOX 2952
Sacramento CA 95812-2952

Document Number: 15934972



Batch Number: 9456518



Notice of State Tax Lien

Filed With: LOS ANGELES

Certificate Number: 18304697621

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer(s) as follows:

Name of Taxpayer(s) : THOMAS D BOHLMANN

FTB Account Number : 1102020430

Social Security Number(s) : XXX-XX-2373

Last Known Address : 16630 CUMBRE VERDE CT
: PACIFIC PALISADES, CA 90272-1914

For Taxable Years : 2017

Total Lien Amount * : \$21,036.39

THIS DOCUMENT IS BEING PROVIDED AS AN ACCOMMODATION ONLY. LAWYERS TITLE INSURANCE COMPANY HAS NOT EXAMINED THIS DOCUMENT AND IS NOT RESPONSIBLE FOR THE INFORMATION CONTAINED HEREIN, NOR LIABLE FOR ANY DAMAGES SUSTAINED BY ANYONE'S RELIANCE UPON SAID DOCUMENT.

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

Dated: 10/31/18

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (916) 845-4350

By: *Jozele G. Burnett*

Authorized facsimile signature.

*Additional interest is accruing at the rate prescribed by law.

This page is part of your document - DO NOT DISCARD



20130652926

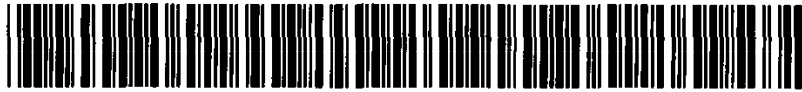


Pages:
0003

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

05/01/13 AT 08:45AM

FEEs	30 00
TAXES	0.00
OTHER:	0 00
PAID	<hr/> 30 00



LEADSHEET



201305010720004

00007638324



004830177

SEQ:
01

DAR - Courier (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

1 527952

2

RECORDING REQUESTED BY
Howard Goodman, Esq.



WHEN RECORDED MAIL TO
NAME LAW OFFICE OF HOWARD GOODMAN
MAILING 18321 VENTURA BLVD.
ADDRESS SUITE 755
CITY, STATE TARZANA, CALIFORNIA 91356
ZIP CODE

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

ABSTRACT OF JUDGMENT

**WHITE ZUCKERMAN WARSAVSKY LUNA WOLF & HUNT, LLP.
VS. LYNN ANN WESTON**

LS-201

EJ-001

3

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name address State Bar number and telephone number)
 Recording requested by and return to
 HOWARD GOODMAN, State Bar #76570.
 LAW OFFICE OF HOWARD GOODMAN
 18321 VENTURA BLVD.
 SUITE 755
 TARZANA, CALIFORNIA 91356
 818-996-8903
 ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS 6230 Sylmar Avenue
 MAILING ADDRESS 6230 Sylmar Avenue, Room
 CITY AND ZIP CODE Van Nuys, CA 91401
 BRANCH NAME NORTHWEST DISTRICT-VAN NUYS COURT

FOR RECORDER'S USE ONLY

PLAINTIFF WHITE ZUCKERMAN WARSAVSKY LUNA WOLF & HUNT, LLP.
 DEFENDANT LYNN ANN WESTON

CASE NUMBER
 12E06991

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

1 The judgment creditor assignee of record applies for an abstract of judgment and represents the following
 a Judgment debtor's

Name and last known address

LYNN ANN WESTON
 3291 SAWTELLE BLVD., #202
 LOS ANGELES, CA 90066

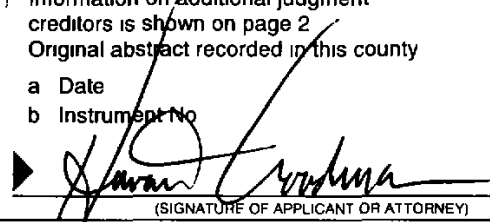
- b Driver's license no [last 4 digits] and state Unknown
- c Social security no [last 4 digits] Unknown
- d Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address) LYNN ANN WESTON
 3291 SAWTELLE BLVD., #202
 LOS ANGELES, CA 90066

- 2 Information on additional judgment debtors is shown on page 2
- 3 Judgment creditor (name and address)
 WHITE ZUCKERMAN WARSAVSKY LUNA WOLF & HUNT, LLP C/O
 HOWARD GOODMAN 18321 VENTURA BL 755 TARZANA, CA 91356

- 4 Information on additional judgment creditors is shown on page 2
- 5 Original abstract recorded in this county
 - a Date
 - b Instrument No

Date MARCH 28, 2013

HOWARD GOODMAN
 (TYPE OR PRINT NAME)

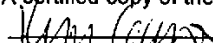


 (SIGNATURE OF APPLICANT OR ATTORNEY)

- 6 Total amount of judgment as entered or last renewed \$ 10,268.70
- 7 All judgment creditors and debtors are listed on this abstract
- 8 a Judgment entered on (date) 3/12/2013
- b Renewal entered on (date)
- 9 This judgment is an installment judgment

- 10 An execution lien attachment lien is endorsed on the judgment as follows
 - a Amount \$
 - b In favor of (name and address)



This abstract issued on (date)
 APR 24 2013 JOHN A. CLARKE

- 11 A stay of enforcement has
 - a not been ordered by the court
 - b been ordered by the court effective until (date)
 - 12 a I certify that this is a true and correct abstract of the judgment entered in this action
 - b A certified copy of the judgment is attached
- Clerk, by  Deputy 

Form Adopted for Mandatory Use
 Judicial Council of California
 EJ-001 [Rev. January 1, 2008]

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

Legal Solutions & Plus

Page 1 of 2
 Code of Civil Procedure §§ 488 480
 674 700 190

1 JAMES ANDREW HINDS, JR. (SBN 71222)
jhinds@jhindslaw.com
2 PAUL R. SHANKMAN (SBN 113608)
pshankman@jhindslaw.com
3 HINDS & SHANKMAN, LLP
Attorneys and Counselors
4 21515 Hawthorne Blvd., Suite 1150
Torrance, California 90503
5 Telephone: (310) 316-0500
Facsimile: (310) 792-5977

6
7 Attorneys for Thomas D. Bohlmann
Debtor and Debtor in Possession

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

12 In re:

13 THOMAS D. BOLHMANN

14 Debtor.

CASE NO. 2:19-bk-10035-WB

Chapter 11

**CHAPTER 11 DEBTOR, THOMAS D.
BOLHMANN'S MOTION TO
COMPROMISE CONTROVERSY WITH
SECURED CREDITOR, LINDA S. GROSS
PURSUANT TO RULE 9019 OF THE
FEDERAL RULES OF BANKRUPTCY
PROCEDURE; MEMORANDUM OF
POINTS AND AUTHORITIES;
DECLARATION OF PAUL R.
SHANKMAN**

DATE: [NO HEARING REQUESTED

TIME: [NO HEARING REQUESTED

PLACE: Courtroom 1375, 13th Floor
255 East Temple Street
Los Angeles, CA 90012

1 **TO THE HONORABLE JULIA W. BRAND, UNITED STATES BANKRUPTCY**
2 **JUDGE, THE OFFICE OF THE UNITED STATES, THE DEBTOR, ALL**
3 **CREDITORS, AND PARTIES ENTITLED TO NOTICE:**

4 Thomas D. Bohlmann, Debtor and Debtor in Possession ("Debtor" or "Bohlmann")
5 herein files this Motion to Approve Compromise of Controversy between himself and
6 Linda S. Gross, Attorney at Law, *Pursuant To Rule 9019 Of The Federal Rules Of*
7 *Bankruptcy Procedure; Memorandum Of Points And Authorities; Declaration Of Paul R.*
8 *Shankman, Counsel for Debtor In Support Thereof* ("Motion"), and hereby seeks an
9 order, pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, and Local
10 Bankruptcy Rule 9013-1, approving the Settlement of the outstanding secured claim of
11 Ms. Gross (the "Settlement" or "Settlement Agreement") by and between the Debtor on
12 the one hand and Linda S. Gross ("Gross") on the other (collectively, "Settling Parties").
13 The Settlement Agreement provides for satisfaction of the secured claim of Gross
14 through a combination of monthly payments, or sale of the Debtor's residential real
15 property located at 16630 Cumbre Verde Court, Pacific Palisades, CA 90272 (the
16 "Property")

17 Pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure and Local
18 Bankruptcy Rule 9013-1, the Debtor requests approval of the Agreement for Satisfaction
19 of Claim, a true and correct copy of which is attached hereto as Exhibit "1" hereto. The
20 Settlement will benefit the Estate by (i) establishing a fixed sum to be paid in satisfaction
21 of the undisputed claim of Ms. Gross, which thereby avoids litigation over future plan
22 confirmation treatment; (ii) allows the Debtor to budget remaining income for payment of
23 other creditors in classes similarly situated; and (iii) the Agreement further benefits the
24 estate by limiting future attorney fees and costs to the estate in addressing the claim of
25 Ms. Gross in the plan confirmation process.

26 This Motion is made pursuant to Rule 9019 of the Federal Rules of Bankruptcy
27 Procedure, and Local Bankruptcy Rule 9013-1, on the grounds that the Debtor has
28

1 determined that the Settlement is fair, reasonable, and in the best interests of the Estate
2 and its creditors, in light of the uncertainties of litigation, the possibility that Ms. Gross
3 would pursue litigation impacting an asset of the estate adversely, which would be
4 detrimental to other creditors. Moreover, it is within the sound discretion and business
5 judgment of the Debtor to enter into the Settlement.

6 This Motion is based on the separately filed Notice of Motion, the attached
7 Memorandum of Points and Authorities as well as the declaration of Paul R. Shankman
8 submitted in support thereof, the files and pleadings in the Debtor's case, all judicially
9 noticeable facts, and any arguments and testimony to be presented at the hearing on the
10 Motion, if one is requested.

11
12 **WHEREFORE**, the Debtor respectfully requests that the Court enter an order:

- 13 (1) Granting this Motion;
14 (2) Approving the Settlement Agreement;
15 (3) Authorizing the Debtor to enter into the Settlement Agreement;
16 (4) Authorizing the Debtor to take any and all other actions necessary or
17 appropriate to effectuate the Settlement; and
18 (5) Granting such other relief as the Court deems just and proper.

19 DATED: July 1, 2019

Respectfully submitted,

HINDS & SHANKMAN, LLP

21
22
23 By: /S/PAUL R. SHANKMAN

Paul R. Shankman
Attorneys for Thomas D. Bolhmann
Chapter 11 Debtor and Debtor-in-Possession

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

On January 2, 2019, the Debtor filed his petition for relief under chapter 11 of Title 11 of U.S. Code. Gross was former family law counsel to Bohlmann in a dissolution proceeding (Los Angeles Superior Court (Case No.:SC119343) from March 26, 2007 through and including March 21, 2012 and ultimately, following the Debtor's failure to pay for legal services rendered, was sued by Gross who obtained a judgment in the sum of \$48,610.60 against the Debtor.

Gross has timely filed her Proof of Claim, which Debtor does not dispute. The amount due as of the date said claim was filed was \$76,654.77 with interest continuing to accrue as Gross is secured by an Abstract of Judgment issued by the Deputy Clerk of the Los Angeles Superior Court (Case No. SC119343) on March 28, 2013 and recorded on May 23, 2013 with the Los Angeles County Recorder prepetition and not subject to avoidance under 11 U.S.C §522f. Said Abstract of Judgment is a valid and properly perfected lien (the "Judgment Lien") against Bohlmann's real property, including but not limited to his real property located at 16630 Cumbre Verde Court, Pacific Palisades, CA 90272 (the "Property").

The Debtor has been in numerous discussions with Gross through counsel in arriving at the settlement which is the subject of this Motion. The Debtor believes that, in each instance, the respective settlement satisfies each of the prerequisites adopted by the Ninth Circuit.

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1 **A. THE SETTLEMENT¹**

2 The Settlement Agreement provides Gross with an allowed claim to which no
3 objection is either pending or will be filed, but which Claim which will be satisfied by way
4 of Debtor making Monthly Payments of \$850.00 on the first day of the month following
5 Entry of a Final Order approving a Rule 9019 Motion and the within Agreement.
6 Payments shall thereafter continue on the first day of each successive and consecutive
7 month until the Claim has been paid in full. The Declining Balance of the Claim will
8 continue to accrue interest under applicable state law as it is provided for by 11 U.S.C. §
9 506(b). Further, and Monthly payments notwithstanding; the balance of the Claim will be
10 paid in full or in part upon the earlier of the Bankruptcy-Court Approved Sale of the
11 Property directly out of Escrow (if there are sufficient funds to pay all or a part of the
12 remaining balance of the Secured Claim, after Costs of Sale and Payment of all Secured
13 Claims senior to Gross' Claim are paid in full) projected to take place within the next six
14 months or less, or not later than 36 Months after the first Monthly Payment from the
15 ongoing Income of Bohlmann, with Monthly Payments to continue at \$850.00 per month,
16 concluding with a Payment in Full at or before the 36th Month following the first payment
17 as approved under the Settlement Agreement. The terms and conditions of this
18 Settlement Agreement shall be incorporated into Bohlmann' s chapter 11 plan whether as
19 originally filed or later amended. A true and correct copy of the Executed Settlement
20 Agreement is attached hereto as **Exhibit "1"** and is incorporated herein by this reference
21 as if set forth in full.

22 ///

23 ///

24 ///

25 _____
26 ¹ The following is a summary of the terms of the Settlement Agreement, and is not intended to
27 supplement, amend, or modify the Settlement Agreement. In the event of any discrepancy between these
28 descriptions and the Settlement Agreement, the Settlement Agreement shall govern. The Debtor urges all
interested parties to carefully read the Settlement Agreement.

1 II.

2 **ARGUMENT**

3 **A. The Legal Standard For Approving A Compromise Of Controversy**

4 Federal Rule of Bankruptcy Procedure 9019 provides that a bankruptcy court may
5 approve a settlement upon noticed motion and a hearing. The factors that this Court
6 considers when determining if a proposed settlement is fair and equitable are found in the
7 Ninth Circuit's decision In re A & C Properties, 784 F.2d 1377, 1381 (9th Cir. 1986).

8 Those factors are:

- 9 (1) The probability of success in the litigation;
10 (2) The difficulties, if any, to be encountered in the matter of
11 collection;
12 (3) The complexity of the litigation involved, and the expense;
inconvenience and delay necessarily attending it; and
13 (4) The paramount interest of the creditors and a proper
14 deference to their reasonable views.

15 In re A & C Properties, 784 F.2d at 1381.

16 The application of the A&C Properties test to the Settlement Agreement requires a
17 finding that the compromises be approved.

18 **A. The Settlement Agreements Meet the First A&C Properties Factor**

19 The first of the A&C Properties factors is the probability of success in litigation.
20 The Debtor has reviewed and discussed above the merits of Gross Claim he now seeks
21 to settle. The Debtor recognizes that the Gross Claim is valid and not subject to
22 objection. Therefore, the likelihood of the Debtor prevailing in litigation is non-existent.

23 **B. The Second A&C Factor: Difficulties Of Collection**

24 This Factor is not relevant as the Debtor is obligated on the underlying judgment
25 secured by his residence.

26 **C. The Third A&C Factor: Complexity, Expense, Inconvenience and**

27 **Delay.**

28

1 This Factor, like that in B above, is also not relevant and has made determination
2 that the lien on the subject property is not subject to avoidance.

3
4 **D. The Final Factor: The Paramount Interest Of The Creditors**

5 The creditors of the Estate benefit from the efficient resolution of the Gross claim.
6 An amount of a secured debt is liquidated, as is the monthly payment in the event the lien
7 in whole or in part is not otherwise satisfied from the sale or refinancing of the Property.
8 The Settlement Agreement avoids Plan Confirmation disputes which translates into a
9 reduction in attorney fees and costs and increases the amounts available from Debtor's
10 future income to fund a chapter 11 Plan.

11
12 **III. CONCLUSION**

13
14 For the reasons set forth above, the Debtor hereby requests that the Court enter
15 an order:

- 16 1. Approving the Settlement Agreement;
17 2. Authorizing the Debtor to enter into the Settlement Agreement;
18 3. Authorizing the Debtor to take any and all other actions necessary or
19 appropriate to effectuate the Settlement; and
20 4. Granting such other relief as the Court deems just and proper.

21 DATED: July 1, 2019

Respectfully submitted,

HINDS & SHANKMAN, LLP

22
23
24 By: /S/PAUL R. SHANKMAN

25 Paul R. Shankman,
26 Attorneys for Thomas D. Bohlmann,
27 Debtor and Debtor-in-Possession
28

DECLARATION OF PAUL R. SHANKMAN

I, Paul R. Shankman, declare as follows:

1. I am an attorney at law, duly qualified and licensed to practice before the above-entitled court and before all Courts in the State of California.

2. I have personal knowledge of the facts set forth herein, which are known by me to be true and correct, or I am informed and believe them to be true, and if called as a witness, I could and would competently testify thereto.

3. I am an attorney and Partner with the law firm of HINDS & SHANKMAN, LLP ("H&S"). H&S is counsel to Thomas D. Bohlmann ("Debtor"). I am one of the attorneys at H&S primarily responsible for representing the Debtor in connection with all aspects of his chapter 11 case.

4. I make this declaration in support of the attached *Motion to Compromise Controversy Pursuant To Rule 9019 Of The Federal Rules Of Bankruptcy Procedure; Memorandum Of Points And Authorities* ("Motion"). Capitalized terms not otherwise defined herein have the meaning given them in the Motion.

5. The statements I make in this declaration regarding my knowledge of strengths of Debtor's ability to challenge the Gross Claim are based on my analysis of the potential defenses to the Gross Claim and my review of relevant documents and information relating to the Gross Claim.

6. I have been in numerous discussions with Counsel for Linda S. Gross in an effort to resolve her outstanding claim against the Debtor's Estate in advance of a sale of the Estate's primary real property and proposal and confirmation of a chapter 11 Plan by the Debtor.

7. The Settlement Agreement was reached only after I evaluated in detail the nature and extent of the Ms. Gross's secured claim and its ultimate validity in the event an objection were to have been filed.

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1 8. On January 2, 2019, the Debtor filed his petition for relief under chapter 11 of
2 Title 11 of U.S. Code. Gross was former family law counsel to Bohlmann in a dissolution
3 proceeding (Los Angeles Superior Court (Case No. SC119343) from March 26, 2007
4 through and including March 21, 2012 and ultimately, following the Debtor's failure to
5 pay for legal services rendered, was sued by Gross who obtained a judgment in the sum
6 of \$48,610.60 against the Debtor.

7 9. Gross has timely filed her Proof of Claim, which Debtor does not dispute. The
8 amount due as of the date said claim was filed was \$76,654.77 with interest continuing
9 to accrue as Gross is secured by an Abstract of Judgment issued by the Deputy Clerk of
10 the Los Angeles Superior Court (Case No. SC119343) on March 28, 2013 and recorded
11 on May 23, 2013 with the Los Angeles County Recorder prepetition and not subject to
12 avoidance under 11 U.S.C §522f. Said Abstract of Judgment is a valid and properly
13 perfected lien (the "Judgment Lien") against Bohlmann's real property, including but not
14 limited to his real property located at 16630 Cumbre Verde Court, Pacific Palisades, CA
15 90272 (the "Property").

16
17 10. As set forth above, the Debtor has been in numerous discussions with Gross
18 through counsel in arriving at the settlement which is the subject of this Motion. The
19 Debtor and I believe that, in each instance, the respective settlement satisfies each of the
20 prerequisites adopted by the Ninth Circuit.

21 11. The Settlement Agreement provides Gross with an allowed claim to which no
22 objection is either pending or will be filed, but which Claim which will be satisfied by way
23 of Debtor making Monthly Payments of \$850.00 on the first day of the month following
24 Entry of a Final Order approving a Rule 9019 Motion and the within Agreement.
25 Payments shall thereafter continue on the first day of each successive and consecutive
26 month until the Claim has been paid in full. The Declining Balance of the Claim will
27 continue to accrue interest under applicable state law as it is provided for by 11 U.S.C. §

1 506(b). Further, and Monthly payments notwithstanding; the balance of the Claim will be
2 paid in full or in part upon the earlier of the Bankruptcy-Court Approved Sale of the
3 Property directly out of Escrow (if there are sufficient funds to pay all or a part of the
4 remaining balance of the Secured Claim, after Costs of Sale and Payment of all Secured
5 Claims senior to Gross' Claim are paid in full) projected to take place within the next six
6 months or less, or not later than 36 Months after the first Monthly Payment from the
7 ongoing Income of Bohlmann, with Monthly Payments to continue at \$850.00 per month,
8 concluding with a Payment in Full at or before the 36th Month following the first payment
9 as approved under the Settlement Agreement. The terms and conditions of this
10 Settlement Agreement shall be incorporated into Bohlmann' s chapter 11 plan whether as
11 originally filed or later amended. A true and correct copy of the Executed Settlement
12 Agreement is attached hereto as Exhibit "1" and is incorporated herein by this reference
13 as if set forth in full.

14 12. For the reasons set forth in the attached Motion, saving the Debtor and the
15 Estate unnecessary costs of litigation over the Gross Claim and Plan Confirmation, the
16 Debtor hereby requests that the Court enter an order:

- 17 1. Approving the Settlement Agreement;
- 18 2. Authorizing the Debtor to enter into the Settlement Agreement;
- 19 3. Authorizing the Debtor to take any and all other actions necessary or
20 appropriate to effectuate the Settlement; and
- 21 4. Granting such other relief as the Court deems just and proper.

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

24 Executed on this 28th day of June, 2019, at Los Angeles, California.

25
26 
Paul R. Shankman

EXHIBIT "1"

EXHIBIT "1"

AGREEMENT FOR SATISFACTION OF CLAIM

This Agreement for Satisfaction of Claim (the "Agreement") is entered into as of this 30th day of June, 2019 by and between Thomas D. Bohlmann, an individual ("Bohlmann") on the one hand and Linda S. Gross, an individual (hereinafter, "Gross") on the other, ("all parties collectively, "the Parties" and individually as a "Party") with respect to the following:

RECITALS

WHEREAS, on or about January 2, 2019, Bohlmann filed his petition for relief under chapter 11 of Title 11 of U.S. Code;

WHEREAS, Gross was former family law counsel to Bohlmann in a dissolution proceeding from March 26, 2007 through and including March 21, 2012; and

WHEREAS, Gross is a secured creditor of Bohlmann as evidenced by that certain Abstract of Judgment issued by the Deputy Clerk of the Los Angeles Superior Court (Case No.:SC119343) on March 28, 2013 and recorded on May 23, 2013 with the Los Angeles County Recorder for unpaid attorney fees and costs arising out of her representation of Bohlmann in said family law proceeding.

WHEREAS, Gross timely filed her Proof of Claim against Bohlmann's bankruptcy estate in the sum of \$76,654.77 ("the Gross Obligation"), and which claim continues to bear interest at the state judgment rate of 10% per annum (the "Claim"); and

WHEREAS, the aforementioned abstract of judgment is a valid and properly perfected lien (the "Judgment Lien") against Bohlmann's real property, including but not limited to his residential real property located at 16630 Cumbre Verde Court, Pacific Palisades, CA 90272 (the "Property");

WHEREAS, Bohlmann is presently retaining a real estate broker for the purpose of marketing and selling the Property;

WHEREAS, Bohlman seeks to pay the Claim and thereby increase the net balance of sale proceeds from the sale of the Property for the benefit of other creditors;

WHEREAS, the Parties have met and conferred with respect to the content of this Agreement.

NOW THEREFORE, in consideration of the exchange of promises and covenants set forth herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto expressly warrant and agree, as follows:

1. **The Allowed Claim:** The Gross Claim shall be deemed an "allowed claim" for all purposes and Bohlmann acknowledges same and further represents and warrants that no objection is either pending or will be filed against said Claim.

2. **Payment:** Bohlmann will commence Monthly Payments to Gross of \$850.00 per month on the first day of the month following Entry of a Final Order approving a Rule

9019 Motion and the within Agreement. Payments shall thereafter continue on the first day of each successive and consecutive month until the Claim has been paid in full.

3. **Interest Accrual:** The Declining Balance of the Claim will continue to accrue interest under applicable state law as it is provided for by 11 U.S.C. § 506(b).

4. **Other Payment of Claim on Sale of Residential Real Property.** Monthly payments notwithstanding; the balance of the Claim will be paid in full or in part upon the earlier of the Bankruptcy-Court Approved Sale of the Property directly out of Escrow (if there are sufficient funds to pay all or a part of the remaining balance of the Secured Claim, after Costs of Sale and Payment of all Secured Claims senior to Gross's Claim are paid in full) projected to take place within the next six months or less, or not later than 36 Months after the first Monthly Payment from the ongoing Income of Bohlmann, with Monthly Payments to continue at \$850.00 per month, concluding with a Payment in Full at or before the 36th Month following the first payment as approved under the Settlement Agreement.

5. **Treatment of Claim in Chapter 11 Reorganization Plan:** The terms and conditions of this Settlement Agreement shall be incorporated into Bohlmann's chapter 11 plan whether as originally filed or later amended.

6. **Grace Period:** There shall be a five (5) day grace period on all payments required hereunder. In the event of a default for failure to pay as agreed to herein, Gross shall give notice of said default to Bohlmann c/o of his counsel of record, via email and U.S. Mail, as follows:

Paul R. Shankman
Hinds & Shankman, LLP
Attorneys and Counselors
21257 Hawthorne Boulevard
Second Floor
Torrance, CA 90503
E-mail: pshankman@jhindsllaw.com

7. **Remedies Upon Default:** Upon the failure by Bohlmann to cure any default following notice of same as provided for in Paragraph 2(b), Gross may declare the entire unpaid principal balance of the Claim immediately due and payable in full together with any and all other remedies to which Gross is entitled under either applicable bankruptcy or state law, and all of which remedies shall be cumulative and Gross's exercise of any one or more of those remedies shall not constitute an election of remedies.

8. **Continuing Interest, Costs and Attorney Fees:** Any amounts not paid hereon when due shall bear interest, payable upon demand, plus interest as provided for herein together with reasonable attorneys' fees and expenses in connection with the enforcement or collection (whether through negotiation, legal proceedings or otherwise) of any amounts due hereunder shall be a part of the indebtedness evidenced hereby and payable by Bohlmann on

demand, whether or not suit is filed relating to this Settlement Agreement and any confirmed Chapter 11 plan provision to the contrary notwithstanding.

9. **The Abstract of Judgment:** The Gross Abstract of Judgment shall remain of record and not be affected in any manner by Bohlmann, except as otherwise provided for herein.

10. **Entire Agreement:** This Agreement is the final expression of and contains the entire agreement between the Parties with respect to the subject matter hereof. Each of the Parties hereto acknowledges that no other party, nor agent or attorney of any other party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein to induce the Parties to execute this Agreement, and they acknowledge that they have executed this Agreement in reliance upon the foregoing. This Agreement supersedes all prior agreements, negotiations and oral understandings relating to the subject matter hereof. The Parties intend this Agreement to be a fully integrated contract.

11. **Incorporation of Recitals.** The Recitals set forth hereinabove, are expressly incorporated herein by their reference as though set forth in full herein.

12. **Voluntary Execution Of Agreement:** The Parties acknowledge and warrant that the execution of this agreement was free and voluntary.

13. **Representations:** The Parties each hereby acknowledge and agree that no representation of any kind or character has been made by any of them or by any representative, employee, attorney or agent to induce any of them to enter into this Agreement, except as set forth in this Agreement

14. **Conditions of Execution:** Each party to this Agreement acknowledges and warrants that in executing this Agreement, they have relied upon legal advice from the attorney of their choice (for legal advice, but not for business advice) or had a reasonable opportunity to do so and that each party fully understands the terms of this Agreement.

15. **Settlement:** This Agreement may not be altered, modified, or otherwise changed in any respect except by a writing duly executed by each of the Parties who signed the Agreement. Any purported alteration, settlement, or other change which fails to comply with these requirements shall be deemed null and void.

16. **Governing Law:** This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California pertaining to agreements entered into and to be performed in California and further governed by the provisions of the bankruptcy code.

17. **Counterparts:** This Agreement may be executed in one or more counterparts which shall be deemed effective upon full execution and delivery by all parties. Each counterpart shall be deemed an original, but all of which together shall constitute one in the same instrument and agreement. Copies bearing facsimile, pdf or photocopied signatures shall be deemed original signatures and shall have the same force and effect as an original signature.

18. **Authority:** The persons executing this Agreement represent and warrant that they have full right and authority to enter into this Agreement on behalf of the Parties hereto and the full right and authority to execute the instruments and to fully bind said Parties to the terms and obligations of this Agreement, and except as otherwise stated, that such persons have not heretofore assigned, encumbered or in any manner transferred to any person or entity all or any portion of the rights, interests or claims covered or released by this Agreement.

19. **Binding Effect:** This Agreement is and shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, devisees, affiliates, spouses, subsidiaries, partners (general and/or limited) predecessors, successors, assigns, officers, fictitiously named entities, directors, employees, shareholders, members, associates, legal representatives, attorneys, executors and administrators and agents of any kind.

20. **Validity of Payments as to Successors:** Any payments made pursuant to his Agreement shall not be construed as an improper preference, fraudulent transfer or otherwise and shall be deemed proper and not subject to being set aside pursuant to 11 U.S.C. 544, etc. by any trustee or any other representative or receiver of Bohlmann and shall be fully enforceable in the event of conversion of this case to one under chapter 7.

21. **No Continuing Waiver:** Any waiver by any party of any breach of any term or provision of this Agreement shall neither be, nor be construed as being, a waiver of any preceding, concurrent or succeeding breach of the same or any other terms or provision hereof.

22. **Drafting of Agreement:** Each of the Parties represents and warrants that they have cooperated and participated in the drafting and preparation of this Agreement. Each party to this Agreement acknowledges that this Agreement and its reduction to final written form is the result of extensive arms-length good faith negotiations. Accordingly, the Parties hereby acknowledge and agree that the Agreement shall not be construed or interpreted in favor or against any of the Parties by virtue of the identity of its preparer.

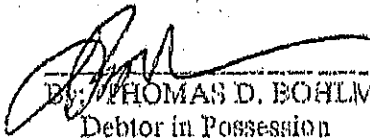
23. **Notices.** Any notices or other communications to be given pursuant to this Agreement shall be delivered to the appropriate Party, by certified mail, and email at the addresses shown below, until written notice of a different address is given by such Party in accordance with this Section.


Gross's Counsel:
Allan D. Sarver, Esq.
16000 Ventura Blvd Suite 1000
Encino, CA 91436
Telephone No. (818) 981-0581
ADS@asarverlaw.com

Thomas D. Bohlmann's Counsel
Paul R. Shankman, Esq.
Hinds & Shankman, LLP
21257 Hawthorne Boulevard
Second Floor
Torrance, CA 90503
pshankman@jhindsllaw.com

Signatures Continue on Following Page

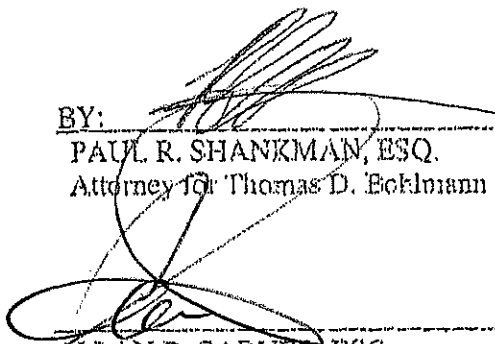
IN WITNESS WHEREOF, of the undersigned having read the terms of this Agreement carefully; and knowing and understanding its contents, sign this Agreement as of their own free act and deed as of the date first written above.


BY: THOMAS D. BOHLMANN
Debtor in Possession


By: LINDA S. GROSS, ESQ.
Authorized Representative

APPROVED AS TO FORM:


BY:
PAUL R. SHANKMAN, ESQ.
Attorney for Thomas D. Bohlmann


ALLAN D. SARVER, ESQ.
Attorney for Linda S. Gross

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:

Hinds & Shankman, LLP, 21257 Hawthorne Blvd., Second Floor, Torrance, CA 90503

A true and correct copy of the foregoing document entitled (*specify*) **CHAPTER 11 DEBTOR, THOMAS D. BOLHMANN'S MOTION TO COMPROMISE CONTROVERSY, LINDA S. GROSS PURSUANT TO RULE 9019 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF PAUL R. SHANKMAN** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

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

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **July 1, 2019**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **July 1, 2019**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

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

July 1, 2019
Date

MAYRA DURAN
Printed Name

/s/ Mayra Duran
Signature

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

- Dane W Exnowski dane.exnowski@mccalla.com, bk.ca@mccalla.com
- James Andrew Hinds jhinds@jhindslaw.com, mduran@jhindslaw.com
- Alvin Mar alvin.mar@usdoj.gov
- Allan D Sarver ADS@asarverlaw.com
- Paul R Shankman pshankman@jhindslaw.com, mduran@jhindslaw.com
- Rachel M Sposato rsposato@jhindslaw.com, mduran@jhindslaw.com
- United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov
- Jennifer C Wong bknotice@mccarthyholthus.com, jwong@ecf.courtdrive.com

2. SERVED BY UNITED STATES MAIL:

SEE ATTACHED LIST OF ALL CREDITORS AND/OR INTERESTED PARTIES

3. SERVED BY OVERNIGHT MAIL:

Clerk to the Honorable Julia Brand
United States Bankruptcy Court
Central District of California
Edward R. Roybal Federal Building and Courthouse
255 E. Temple Street, Suite 1382 / Courtroom 1375
Los Angeles, CA 90012

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

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

IRS
P.O. BOX 7346
PHILADELPHIA, PA 17101-7346

AFFINIA DEFAULT SERVICES, LLC
301 EAST OCEAN BLVD., SUITE
1720
LONG BEACH, CA 90012-3224

MR. DENNIS BRAGER, ESQ.
BRAGER TAX LAW GROUP
11400 W. OLYMPIC BLVD., #750
LOS ANGELES, CA 90064-1542

CALIFORNIA STATE BOARD OF
EQUALIZATION ACCOUNT REF
GROUP P.O. BOX 942879
SACRAMENTO, CA 95808

CALIFORNIA FRANCHISE TAX
BOARD
SPECIAL PROCEDURES DIVISION
~~9750 BUSINESS PARK DRIVE, #220~~
SACRAMENTO, CA 95827-1716
(Returned Mail)

CHASE
~~P.O. BOX 94014~~
PALATINE, IL 60094-4014
(Returned Mail)

CHASE BANK
P.O. BOX 15298
WILMINGTON, DE 19850-5298

FRANCHISE TAX BOARD
P.O. BOX 942857
SACRAMENTO, CA 94257

IRS
CENTRALIZED INSOLVENCY
OPERATIONS
P.O. BOX 7346
PHILADELPHIA, PA 19101-7346

IRS
P.O. BOX 80110
CINCINNATI, OH 45280

LINDA SUE GROSS, ESQ.
P.O. BOX 241469
LOS ANGELES, CA 90024-9269

MR. NABEEL M. ZUBERI, ESQ.
McCALLA REYMER LEIBERT
PIERCE, LLP
301 E. OCEAN BLVD., SUITE 1720
LONG BEACH, CA 90802-8813

US BANK NATIONAL ASSOC.
1000 BLUE GENTIAN ROAD
EAGAN, MN 55121-7700

WELLS FARGO HOME MORTGAGE
P.O. BOX 10335
DES MOINES, IA 50306-0335

WELLS FARGO
P.O. BOX 348750
SACRAMENTO, CA 95834-8750

WELLS FARGO
P.O. BOX 51193
LOS ANGELES, CA 90051-5493

WELLS FARGO
P.O. BOX 5169
SIOX FALLS, SD 57117-5169

IRS
1040 WAVERLY AVE.
STOP 631
HOLTSVILLE, BY 11742

IRS SPECIAL PROCEDURES
FUNCTION
300 N. LOS ANGELES STREET
ROOM 4062
FED. BUILDING STOP 5002
LOS ANGELES, CA 90012

IRS
P.O. BOX 7704
SAN FRANCISCO, CA 94120

IRS
~~P.O. BOX 21126~~
PHILADELPHIA, PA 19114

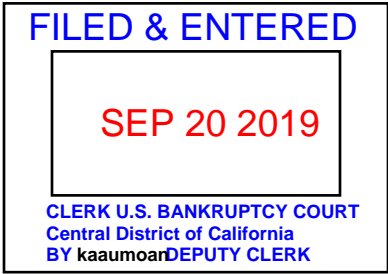
IRS
201 N. RIVER CENTER BLVD.
COVINGTON, KY 41019

MR. SAM KOHN, CEO
MS. HARRIET ISAAC, ASSISTANT
NATIONAL EQUITY FUNDING, INC.
P.O. BOX 51182
IRVINE, CA 92619

SL BIGGS, CPA
A DIVISION OF SINGERLEWAK
10960 WILSHIRE BLVD, SUITE 700
LOS ANGELES, CALIFORNIA 90024

Mrs. Alison MacCracken
Senior Real Estate Specialist
Sotheby's International Realty, Inc.
9665 Wilshire Blvd., Ste. 400
Beverly Hills, CA 90212

JAMES ANDREW HINDS, JR. (SBN 71222)
jhinds@jhindsllaw.com
PAUL R. SHANKMAN (SBN 113608)
pshankman@jhindsllaw.com
RACHEL M. SPOSATO (SBN 306045)
rsposato@jhindsllaw.com
HINDS & SHANKMAN, LLP
Attorneys and Counselors
21257 Hawthorne Blvd., Second Floor
Torrance, California 90503
Telephone: (310) 316-0500
Facsimile: (310) 792-5977



General Bankruptcy Counsel for Chapter 11 Debtor

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re:

THOMAS D. BOHLMANN,

Debtor.

CASE NO. 2:19-bk-10035-WB

Chapter 11

**ORDER APPROVING CHAPTER 11
DEBTOR, THOMAS D. BOHLMANN' S
MOTION TO COMPROMISE CONTROVERSY
WITH SECURED CREDITOR, LINDA S.
GROSS PURSUANT TO RULE 9019 OF THE
FEDERAL RULES OF BANKRUPTCY
PROCEDURE**

DATE: [NO HEARING REQUIRED]
TIME:
PLACE: Courtroom 1375, 13th Floor
255 East Temple Street
Los Angeles, CA 90012

The Court, having reviewed Chapter 11 Debtor, Thomas D. Bohlmann' s Motion To Compromise Controversy With Secured Creditor, Linda S. Gross Pursuant To Rule 9019, Notice of same, (hereinafter collectively referred to as the "Motion") (Court Case Docket Nos. 89 and 90), there being no timely objection and request for a hearing filed and served

1 in response to same, and the concurrently filed Declaration Re: Entry of Order without
2 Hearing Pursuant to LBR 9013-1(o), and good cause appearing therefor,

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4 **IT IS HEREBY ORDERED THAT:**

5 The Motion and the Settlement Agreement attached to the Motion are **APPROVED** in
6 their entirety pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure.

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24 Date: September 20, 2019

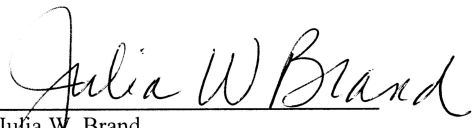

Julia W. Brand
United States Bankruptcy Judge

EXHIBIT "8"

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9665 Wilshire Blvd., Suite 400
Beverly Hills, CA 90212
310-600-8590
www.MacCracken.com
alison@maccracken.com

MACCRACKEN, ALISON

OBJECTIVE Represent sellers and buyers of residential real estate.

SKILLS & ABILITIES Licensed Realtor in the state of California, DRE 01920182, Certified Seniors Real Estate Specialist (SRES), Certified Negotiations Expert (CNE), ranked in the top 1 % of Realtors nationwide for the past five years according to NRT and Real Trends. Real estate background in the USA, China, India and Mexico, in acquisitions, dispositions, development and market research. Exceptional knowledge of markets, refined negotiating skills, unique marketing strategies and personalized asset valuation techniques.

EXPERIENCE

SOTHEBY'S INTERNATIONAL REALTY, INC
October 2012-Present

ACW CONSULTING, LOS ANGELES
April 2008-October2012

GERRITY INTERNATIONAL, SAN DIEGO, CHINA, INDIA, MEXICO
September 2005-April 2008

CALVEST REALTY ADVISORS, SAN DIEGO
July 2003-September 2005

EDUCATION **UNIVERSITY OF CALIFORNIA, SAN DIEGO**
BA Economics
Certificate of Business Administration

COMMUNITY & LEADERSHIP Team Leader of The MacCracken Team
Sothebys International Realty, Mentor
Co-Founder and Vice Chair of Westside Pacific Villages, 90045

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:

Hinds & Shankman, LLP, 21257 Hawthorne Blvd., Second Floor, Torrance, CA 90503

A true and correct copy of the foregoing document entitled (*specify*) **DEBTOR'S MOTION AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR ORDER: (1) APPROVING THE SALE OF REAL PROPERTY OF THE ESTATE FREE AND CLEAR OF LIENS AND OTHER INTERESTS AND BIDDING PROCEDURES; (2) FINDING BUYER IS A GOOD FAITH PURCHASER; (3) WAIVING 14-DAY STAY FRBP 6004(h); AND SUPPORTING DECLARATIONS** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **October 24, 2019**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

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

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

Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **October 24, 2019**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

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

October 24, 2019 MAYRA DURAN
Date Printed Name

/s/ Mayra Duran
Signature

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

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

- Dane W Exnowski dane.exnowski@mccalla.com, bk.ca@mccalla.com
- James Andrew Hinds jhinds@jhindslaw.com, mduran@jhindslaw.com
- Alvin Mar alvin.mar@usdoj.gov
- Allan D Sarver ADS@asarverlaw.com
- Paul R Shankman pshankman@jhindslaw.com, mduran@jhindslaw.com
- Najah J Shariff najah.shariff@usdoj.gov, USACAC.criminal@usdoj.gov
- Rachel M Sposato rsposato@jhindslaw.com, mduran@jhindslaw.com
- United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov
- Jennifer C Wong bknotice@mccarthyholthus.com, jwong@ecf.courtdrive.com

2. SERVED BY FIRST CLASS UNITED STATES MAIL:

(PLEASE SEE ATTACHED LIST OF ALL CREDITORS AND INTERESTED PARTIES SERVED BY U.S. MAIL)

3. SERVED BY OVERNIGHT MAIL:

Clerk to the Honorable Julia Brand
United States Bankruptcy Court
Central District of California
Edward R. Roybal Federal Building and Courthouse
255 E. Temple Street, Suite 1382 / Courtroom 1375
Los Angeles, CA 90012

EMPLOYMENT DEV. DEPT. BK GROUP MIC 92E P.O. BOX 826880 SACRAMENTO, CA 94280-0001	FRANCHISE TAX BOARD BK SECTION MS A-340 P.O. BOX 2952 SACRAMENTO, CA 95812-2952	IRS P.O. BOX 7346 PHILADELPHIA, PA 17101-7346
AFFINIA DEFAULT SERVICES, LLC 301 EAST OCEAN BLVD., SUITE 1720 LONG BEACH, CA 90012-3224	MR. DENNIS BRAGER, ESQ. BRAGER TAX LAW GROUP 11400 W. OLYMPIC BLVD., #750 LOS ANGELES, CA 90064-1542	CALIFORNIA STATE BOARD OF EQUALIZATION ACCOUNT REF GROUP P.O. BOX 942879 SACRAMENTO, CA 95808
CALIFORNIA FRANCHISE TAX BOARD SPECIAL PROCEDURES DIVISION 9750 BUSINESS PARK DRIVE, #220 SACRAMENTO, CA 95827-1716 (Returned Mail)	CHASE P.O. BOX 94014 PALATINE, IL 60094-4014 (Returned Mail)	CHASE BANK P.O. BOX 15298 WILMINGTON, DE 19850-5298
FRANCHISE TAX BOARD P.O. BOX 942857 SACRAMENTO, CA 94257	IRS CENTRALIZED INSOLVENCY OPERATIONS P.O. BOX 7346 PHILADELPHIA, PA 19101-7346	IRS P.O. BOX 80110 CINCINNATI, OH 45280
LINDA SUE GROSS, ESQ. P.O. BOX 241469 LOS ANGELES, CA 90024-9269	MR. NABEEL M. ZUBERI, ESQ. McCALLA REYMER LEIBERT PIERCE, LLP 301 E. OCEAN BLVD., SUITE 1720 LONG BEACH, CA 90802-8813	US BANK NATIONAL ASSOC. 1000 BLUE GENTIAN ROAD EAGAN, MN 55121-7700
WELLS FARGO HOME MORTGAGE P.O. BOX 10335 DES MOINES, IA 50306-0335	WELLS FARGO P.O. BOX 348750 SACRAMENTO, CA 95834-8750	WELLS FARGO P.O. BOX 51193 LOS ANGELES, CA 90051-5493
WELLS FARGO P.O. BOX 5169 SIOX FALLS, SD 57117-5169	IRS 1040 WAVERLY AVE. STOP 631 HOLTSVILLE, BY 11742	IRS SPECIAL PROCEDURES FUNCTION 300 N. LOS ANGELES STREET ROOM 4062 FED. BUILDING STOP 5002 LOS ANGELES, CA 90012
IRS P.O. BOX 7704 SAN FRANCISCO, CA 94120	IRS P.O. BOX 21126 PHILADELPHIA, PA 19114	IRS 201 N. RIVER CENTER BLVD. COVINGTON, KY 41019
Mr. Sam Kohn, CEO Ms. Harriet Isaac, Assistant National Equity Funding, Inc. P.O. Box 51182 Irvine, CA 92619	SL Biggs, CPA A Division of SingerLewak 10960 Wilshire Blvd, Suite 700 Los Angeles, California 90024	Harry Whelan Compass Brentwood - West Office 11726 San Vicente Blvd, Suite 350 Los Angeles, California 90049
Betty Jo Tilley Berkshire Hathaway Home Services 881 Alma Real Pacific Palisades, CA 90272	Robbie Score Compass 1010 Montana Ave Santa Monica, CA 90403	