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UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

In re: AMPHIL GROUP, LLC, Debtor and Debtor in Possession.	Case No. 2:21-bk-18014-VZ Chapter 11 **NOTICE OF MOTION AND MOTION FOR ORDER AUTHORIZING SALE OF REAL PROPERTY PURSUANT TO 11 U.S.C. § 363 FREE AND CLEAR OF ALL LIENS, CLAIMS AND INTERESTS; AND GRANTING CERTAIN OTHER RELATED RELIEF; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF; DECLARATIONS OF FRANK HERNANDEZ, JR. AND AMY JI IN SUPPORT THEREOF** Date: May 3, 2022 Time: 11:00 a.m. Place: 255 E. Temple Street Courtroom 1368 Los Angeles, CA 90012

TO THE HONORABLE VINCENT P. ZURZOLO, JUDGE OF THE UNITED STATES BANKRUPTCY COURT, TO THE UNITED STATES TRUSTEE, SUBCHAPTER V TRUSTEE, DEBTOR'S CREDITORS AND TO ALL INTERESTED PARTIES:

PLEASE TAKE NOTICE that on May 3, 2022 at 11:00 a.m., or as soon as the matter can be heard, before the Honorable Vincent P. Zurzolo, United States Bankruptcy Judge, Amphil Group, LLC (the "Debtor") the Debtor in the above Chapter 11 Bankruptcy case will move this Court for the entry of an order authorizing and approving the sale of the Debtor's real property located at 19650 Chalina Drive, Walnut, CA 91789 (the "Property") free and clear of all liens, claims and interests pursuant to 11 U.S.C. § 363, and granting certain additional relief requested herein and in the attached Memorandum of Points and Authorities.

On March 17, 2022, WY LLC (the "Buyer" or "WY LLC") made an offer to purchase the Property for the sum of $1,780,000.00. On March 18, 2022, the Seller made Counter Offer No. 1 for $1,800,000.00 which the Buyer accepted on March 18, 2022. The escrow for the sale of the Property opened on March 21, 2022 with Rowland Escrow bearing Escrow No.: 028928-RC ("Escrow Account"). On March 22, 2022, the Buyer wired the initial required deposit of $54,000.00 into the Escrow Account, provided a signed and dated loan pre-approval letter from Top Financial and presented evidence of available funds in its Chase bank account to deposit the balance prior to the close of escrow. By this Motion, the Debtor seeks the approval of the sale of the Property to Buyer, or such other person or entity as may successfully overbid at the hearing.

PLEASE TAKE FURTHER NOTICE that the Motion is based upon this Notice of Motion and the following Motion, §§ 363 and 105 of the Bankruptcy Code, Federal Rules of Bankruptcy Procedure 2002 and 6004; Local Bankruptcy Rule 6004-1; the attached Memorandum of Points and Authorities; the Declarations of Frank Hernandez, Jr. and Amy Ji submitted herewith; the record in this Chapter 11 case, and such additional evidence and argument as may be presented at or before the hearing on this Motion.

PLEASE TAKE FURTHER NOTICE that any party wishing to oppose the Motion must file and serve the opposition by no later than **April 19, 2022** and must appear at the hearing. The failure to oppose the Motion in accordance with the Local Bankruptcy Rules may be deemed by the Bankruptcy Court to be consent to the granting of the relief requested in the Motion.

WHEREFORE, the Debtor respectfully requests that the Court enter an order:

(1) Finding that notice of the Motion was adequate and appropriate under the circumstances;

(2) Granting the Motion in its entirety;

(3) Authorizing and approving the sale of the Property to WY LLC or to another successful bidder, free and clear of all liens, claims, and interests;

(4) Approving the bidding procedures described in the Memorandum of Points and Authorities;

(5) Finding that the successful bidder is a good faith purchaser for the purposes of 11 U.S.C. § 363(m);

(6) Authorizing the Debtor to take all necessary and reasonable steps to consummate the sale of the Property;

(7) Authorizing the payment of the commissions described in the Memorandum of Points and Authorities at the close of escrow;

(8) Authorizing payments of liens, claims and interests on and against the Property (collectively referred to herein as the "Liens, Claims and Interest"), *if any*, to the extent set forth in the Memorandum of Points and Authorities;

(9) Authorizing the payment of real property taxes, plus interest, owed on the Property and all usual and customary escrow and closing and recording costs generally attributable to a seller of real property, if any, at the close of escrow;

(10) Transferring and attaching the liens, claims, and interests or portions of liens, claims and interests still unpaid at the close of escrow (collectively referred to as the "Remaining Liens, Claims, and Interests"), if any, from the Property to the net proceeds of the sale of the Property with the same force, effect, validity and priority that any and all such Liens, Claims and Interests had with respect to the Property;

(11) Authorizing the Debtor to hold that portion of the sale proceeds in a separate account attributable to disputed claims of exemption, liens and encumbrances, if any, pending further orders of this Court;[1]

(12) Compelling all holders of the liens and encumbrances, if any, to execute any and all documentation that may be required to allow escrow to close;

(13) Allowing the Debtor, pursuant to 11 U.S.C. § 542(a), to deliver the Property to Buyer free and clear of any tenancy;

(14) Waiving the fourteen-day waiting period set forth in Bankruptcy Rule 6004(h); and

(15) Granting such other and further relief as the Court deems just and proper under the circumstances.

LAW OFFICES OF MICHAEL JAY BERGER

Dated: 4/11/2022

By: _____

Michael Jay Berger
Sofya Davtyan
Attorneys for Debtor and Debtor-in-Possession
Amphil Group, LLC

[1] Debtor will hold the disputed portion of SSA NE's claim in a segregated account until the Bankruptcy Court makes a determination as to the amount owed to SSA NE.

MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF FACTS

A. Background of the Debtor's Bankruptcy Case

Amphil Group LLC (the "Debtor"), Debtor in the above-referenced Chapter 11 case, commenced its bankruptcy case by filing a voluntary petition under Chapter 11 of 11 U.S.C. §101 et seq. (the "Bankruptcy Code") on October 18, 2021.

Debtor's Assets and Liabilities

Debtor holds an interest in real property located at 19650 Chalina Drive, Walnut, CA 91789 (the "Property"). The Property was purchased by the Debtor in May 2017 for $650,000 for the purpose of constructing a new single-family residence. The house located on the Property was demolished and a new single-family residence built. The Property consists of 4 bedrooms and 5 bathrooms.

Debtor has the following secured creditors:

(1) Los Angeles County Tax Collector for property taxes in an estimated amount of $65,024.58 [POC #3];

(2) SSA NE Assets, LLC (Triumph Capital Partners Inc. is the original lender, who assigned the loan documents to Toorak Repo Seller I Trust, who then assigned to SSA NE Assets, LLC) for a deed of trust secured by the Property for an estimated $1,461,946.97 pursuant to POC #4, which amount Debtor disputes[2].

True and correct evidence of the obligations secured by Debtor's Property are attached to Declaration of Frank Hernandez, Jr. ("Hernandez Declaration") as **Exhibit-1**.

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[2] Debtor scheduled SSA NE Assets (formerly Triumph) claim as a contingent, disputed, and unliquidated claim. Debtor has a pending adversary proceeding against SSA NE Assets for declaratory relief, AP Case No.: 2:22-ap-01022-VZ and a pending motion objecting to SSA NE's claim.

Debtor has priority unsecured obligation owed to the IRS for an estimated amount of $18,960 [POC #2] and one general unsecured creditor Wells Fargo Bank with an estimated claim amount of $12,919.14 [POC #1]. True and correct evidence of the obligations owed to the IRS and to Wells Fargo Bank are attached to Hernandez Declaration as **Exhibit-2 and Exhibit-3** respectively.

The present bankruptcy was filed to stop the foreclosure sale initiated by SSA NE Assets, LLC against the Property and to sell the Property to pay its allowed creditors in full.

Relief From Stay Motion Filed by SSA NE

On December 10, 2021, SSA NE filed a Motion for Relief from the Automatic Stay Under 11 U.S.C. Section 362 with supporting Memorandum of Points and Authorities and Supporting Declarations ("RFS Motion") [docket nos.: 23-26]. On December 21, 2021 Debtor filed a Response to RFS Motion [docket no.: 30]. On December 29, 2021, Debtor entered into stipulation with SSA NE to continue the hearing on the RFS Motion to February 8, 2022 [docket no.: 39]. On December 29, 2021, the court entered an order approving the stipulation and continuing the RFS Motion hearing [docket no.: 41]. On January 25, 2022, Debtor filed Supplemental Memorandum of Points and Authorities in Support of Debtor's Response to RFS Motion [docket no.: 63] and supporting declaration of appraiser Mark S. Justmann regarding the value of Debtor's Property [docket no.: 62]. On February 1, 2022, Debtor entered into another stipulation with SSA NE to further continue the RFS Motion hearing to allow SSA NE sufficient time to complete its own appraisal of the Debtor's Property [docket no.: 67]. On February 2, 2022, the Court entered an order approving the second stipulation and continuing the hearing on RFS Motion to April 19, 2022 at 10:30 a.m. [docket no.: 69]. On March 21, SSA NE filed a Reply to Debtor's Response to RFS Motion [docket no.: 97] and Supplemental Declaration of Joseph Cavagnaro in Support of its RFS Motion [docket no.: 98].

Debtor's Objection to SSA NE Assets, LLC's Proof of Claim

On February 4, 2022, Debtor filed an objection to SSA NE Assets LLC's claim [docket no.: 79] with a hearing set for March 8, 2022. On February 16, 2022, Debtor entered into stipulation with SSA NE to continue the hearing on the objection to April 19, 2022 at 11:00 a.m. [docket no.: 86]. On February 17, 2022, the court entered the order approving the stipulation [docket no.: 88].

Debtor's Pending Adversary Proceeding Against SSA NE Assets, LLC

On January 17, 2022 Debtor commenced an adversary proceeding against SSA NE Assets, LLC for a declaratory relief [AP docket no.: 1]. On January 21, 2022, Debtor filed the summons service executed on SSA NE [AP docket no.: 3]. On February 1, 2022, Debtor and SSA NE entered into a stipulation to extend SSA's deadline to file a response to Debtor's complaint to April 29, 2022 [docket no.: 5], which the court approved on February 2, 2022 [AP docket no.: 8]. The status conference has also been continued from March 31, 2022 to May 26, 2022 at 10:30 a.m.

Debtor's Application to Employ Real Estate Broker

On January 14, 2022, Debtor filed an Application to Employ Re/MAX 2000 Realty and Amy Ji as its broker ("Application to Employer Broker") [docket no.: 56]. On February 10, 2022, the Court entered an order authorizing Debtor's Application to Employ Broker [docket no.: 84].

WY LLC's Offer to Purchase the Property

On March 17, 2022, WY LLC made an offer to purchase the Property for $1,780,000.00. A true and correct copy of WY LLC's March 17, 2022 offer is attached to Hernandez Declaration as **Exhibit-4**. On March 18, 2022, the Seller submitted Counter Offer No. 1 for $1,800,000 which Buyer accepted on March 18, 2022. A true and correct copy of Buyer's Counter Offer No. 1 is attached to Hernandez Declaration as **Exhibit-5**. WY LLC made the initial required deposit of

$54,000.00 into the Escrow Account on March 22, 2022. A true and correct of the evidence of the $54,000.00 deposit made by WY LLC to Rowland Escrow is attached to Hernandez Declaration as **Exhibit-6.** WY LLC has the financial ability to timely consummate the sale as it has already provided a $1,068,000.00 loan pre-approval letter from Top Financial, a true and correct copy of which is attached to Hernandez Declaration as **Exhibit-7** and had also provided evidence of funds which are more than sufficient to make the additional $486,000.00 deposit into the Escrow Account prior to close of the escrow. A true and correct copy of WY LLC's Chase bank account balance as of March 31, 2022 is attached to Hernandez Declaration as **Exhibit-8.**

B. Brief Summary of the Terms of the Sale

On March 18, 2022, the Buyer accepted Debtor's Counter Offer No. 1 to purchase the Debtor's Property.

By way of summary, the principal terms of agreement are as follows:

(1) The purchase price is $1,800,000.00

(2) Within 3 days of acceptance, WY LLC shall make the initial deposit of $54,000.00 into Escrow No.: 028928-RC with Rowland Escrow.

(3) Prior to close of escrow, WY LLC shall deposit an additional amount of $486,000.00 into Escrow No.: 014287-RS with Rowland Escrow.

(4) WY LLC shall obtain a new first trust deed loan in the amount of $1,260,000.00

(5) The Property will be sold "as is, where is" with no warranties or representations of any kind whatsoever.

(6) Undisputed liens, if any, will be paid through escrow.

(7) Any disputed liens, or liens and claims that still require investigation or further proof to establish their validity, if any, will attach to the net proceeds of the sale of the Property with the same force, effect, validity, and priority that such liens and claims had with respect to the Property.

(8) Escrow is to close 45 days after the acceptance.

C. Liens, Encumbrances and Other Interests

The following liens and/or interests that have been recorded against the Property:

a. Property Taxes

Beneficiary: Los Angeles County Treasurer and Tax Collector

Present Balance: $65,024.58 [POC #3];

b. Deed of Trust

Beneficiary: SSA NE Assets, LLC (Triumph Capital Partners Inc. is the original lender, who assigned the loan documents to Toorak Repo Seller I Trust, who then assigned to SSA NE Assets, LLC)

Recorded: May 30, 2017

Recorded Amount: $886,000.00

Present Balance: $1,461,946.97 (Per POC #4) which amount the Debtor disputes[3]

Instrument No.: 20180918506 of Official Records

D. Transfer of Disputed Liens and Encumbrances to the Proceeds of Sale

The proposed sale is free and clear of all liens. The Debtor intends to pay the liens of Los Angeles County Treasurer and Tax Collector in full through escrow. Debtor intends to pay the sum of $1,052,119.81 to SSA NE through escrow. Debtor will deposit the balance of $409,827.16 which is subject of the pending dispute between Debtor and SSA NE into a segregated account until the Bankruptcy Court makes a determination on the amount owed to SSA NE in the pending adversary case no.: 2:22-ap-01022-VZ and/or in the claim objection motion which is pending in front of this Court.

E. Payment of Other Expenses

By this Motion, the Debtor proposes that it be authorized to pay the following additional amounts to the following entities through escrow:

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[3] Debtor has a pending Adversary Proceeding and a pending claim objection against SSA NE.

(1) Seller's and Buyer's broker's commissions to Re/MAX 2000 Realty through agent Amy Ji of 3% of total sale proceeds which total approximately $54,000.00.

(2) Buyer and seller shall each pay their own escrow costs.

(3) Closing and recording costs, transfer taxes arising out of the sale of the Property, as well as costs of any title insurance endorsements, are to be paid by the Seller.

F. Sale of the Property is in the Best Interest of the Estate

The Debtor respectfully submits that the proposed sale is in the best interest of the estate and its creditors because, as demonstrated herein, the proposed sale will result in net proceeds after the payment of all amounts required to be paid to brokers, taxing authorities and closing costs in connection with the sale of the Property to satisfy the allowed claims of Debtor's bankruptcy estate in full.

G. Recommended Overbidding Procedures

The Debtor believes that the Court may require an opportunity for overbidding prior to the approval of the proposed sale. As a result, the Debtor proposes the following overbidding procedures:

(1) The overbid must be all cash and must be at least $1,850,000.00 ($50,000 greater than the current offer), with no contingencies to closing whatsoever.

(2) Any party who would like to bid on the Property during the hearing on the Motion must contact Debtor's counsel at least 24 hours prior to the hearing and provide evidence of financial resources to the Debtor's reasonable satisfaction. Debtor's counsel will provide an information packet to any party who would like to bid on the Property. Any overbidder must also submit, before the time of the hearing, a deposit for the purchase of the Property, by cashier's check or other cash equivalent in the amount of at least $450,000.00, and provide the Court and counsel for all parties' proof of funds and ability to close within an expeditious manner.

(3) Overbid increments will be $25,000.00 after the initial overbid.

II. DISCUSSION

A. The Court Should Authorize the Debtor to Sell the Property

1. The Debtor Has Complied with All Notice Requirements Under the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, and Local Bankruptcy Rules Governing the Sale of the Property

Section 363(b)(1) provides that the Debtor, "after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate." Section 102(1) defines "after notice and a hearing" as "after such notice as is appropriate in the particular circumstances."

Rule 2002(a)(2) of the Federal Rules of Bankruptcy Procedure requires at least 21 day notice of a proposed sale of property of the estate other than in the ordinary course of business, unless the Court for cause shown shortened the time or directs another method of giving notice. Fed. R. Bankr. Proc. 2002 (a)(2) Rule 2002(c)(1) requires that the notice of a proposed sale include the date, time and place of any public sales, the terms and conditions of any private sale, and the time fixed for filing objections. Fed R. Bankr. Proc. 2002(c)(1). It also provides that the notice of sale or property is sufficient if it generally describes the property. *Id.*

The Debtor is filing and calendaring the hearing on the present Sale Motion for May 3, 2022 at 11:00 a.m. which satisfies the 21-day notice requirement of Rule 2002(a)(2) of the Federal Rules of Bankruptcy Procedure.

Rule 6003(c) provides that a motion for authority to sell property free and clear of liens or other interests must be made in accordance with Rule 9014 and must be served on the parties who have liens or other interests in the property to be sold. Fed R. Bankr. Proc. 6004(c) Local Bankruptcy Rule 9013-1(d)(2) requires that a notice of motion and motion be served at least 21 days before the hearing on the date specified in the notice. Loc. Bankr. R. 9013-1(d)(2)

The Debtor will serve all creditors in its case in compliance with all of the above provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules.

2. The Sale Motion Should be Approved Because Good Business Reasons Exist to Approve the Sale of the Property, the Purchase Price for the Property is Fair and Reasonable, and the Proposed Sale is in the Best Interests of the Debtor's Estate and its Creditors

As a general matter, a Court considering a motion to approve a sale under § 363(b) should determine from the evidence presented before it that a "good business reason" exists to grant such a motion. *In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d. Cir. 1983). In addition, the Court must further find it is in the best interest of the estate. To make this determination, a Court should consider whether:

(1) the sale is fair and reasonable (i.e., the price to be paid is adequate);

(2) the property has been given adequate marketing;

(3) the sale is in good faith (i.e., there is an absence of any lucrative deals with insiders); and

(4) adequate notice has been provided to creditors.

In re Wilde Horse Enterprises, Inc., 136 B.R. 830, 841-2 (Bankr. C.D. Cal. 1991); *In re The Landing*, 156 B.R. 246, 249 (Bankr. E.D. Mo. 1993); *In re Mama's Original Foods, Inc.*, 234 B.R. 500, 502-505 (C.D. Cal. 1999).

The Debtor submits that the proposed sale of the Property to WY LLC satisfies each of these requirements.

a. Sound Business Purpose

The Ninth Circuit Bankruptcy Appellate Panel in *Walter v. Sunwest Bank (In re Walter)*, 83 B.R. 14, 19-20 (9th Cir. B.A.P. 1988) has adopted a flexible case-by-case test to determine whether the business purpose for a proposed sale justifies disposition of property of the estate under Section 363(b). The facts pertaining to the sale at issue here amply substantiate the Debtor's business decision that the contemplated sale of the Property to WY LLC or a successful overbidder serves the best interests of the estate's creditors and merits the Court's approval. As discussed herein, the Property has been actively marketed since May 2021 by Debtor's agent,

Amy Ji with Re/MAX 2000 Realty. Debtor had two prior written offers for the purchase of the Property, which did not memorialize into a binding transaction. WY LLC is a serious buyer and has made a sound offer of $1,800,000.00 to purchase the Property. It timely made the initial requested $54,000.00 deposit into the Escrow Account, presented a loan pre-approval letter, provided evidence of the funds necessary to deposit an additional sum and demonstrated its commitment to expedite the purchase of the Property.

Based on the offers made on the Property so far, the length of time the Debtor has been marketing the Property, Debtor believes that the Property cannot realistically be sold at a price in excess of that proposed to be paid by WY LLC. As a result, the proposed sale of the Property should result in the Debtor obtaining the highest and best price for the Property. As set forth in the Debtor's Declaration, the Debtor's projected sales of the Property will generate sufficient funds to pay off Debtor's undisputed allowed creditors in full. Thus, the Debtor believes that the proposed sale of the Property is in the best interest of the Debtor's estate and its creditors.

b. Fair and Reasonable Price

In order for a sale to be approved under § 363(b), the purchase price must be fair and reasonable. *See generally, In re Canyon Partnership*, 55 B.R. 520 (Bankr. S.D. Cal. 1985). The trustee is given substantial discretion in this regard. *Id.* In addition, Courts have broad discretion with respect to matters under § 363(b). *See Big Shanty Land Corp. v. Comer Properties, Inc.*, 61 B.R. 272, 278 (Bankr. N.D. Ga. 1985). In any sale of estate assets, the ultimate purpose is to obtain the highest price for the property sold. *In re Wilde Horse Enterprises, Inc.*, 136 B.R. at 841 (*citing Matter of Chung King, Inc.*, 753 F.2d 547 (7th Cir. 1985), *In re Alpha Industries, Inc.*, 84 B.R. 703, 705 (Bankr. Mont. 1988)).

As discussed herein, the Property has been actively marketed since May 2021 by the Debtor's agent. Debtor has had many showings since it had commenced its marketing efforts but WY LLC is the first buyer who made a sound offer to purchase the Property at a time when Debtor is faced with a pending foreclosure and a pending relief from stay motion filed by SSA NE. WY LLC provided a loan pre-approval letter and evidence of sufficient funds needed to be

deposited into escrow at the time of the closing. Since this is a new property, the inspection was waived by the Buyer. As a result, the Debtor submits that the purchase price to be paid by WY LLC or an overbidder represents a fair and reasonable price for the Property.

c. Adequate Marketing

As discussed above, the Property has been extensively marketed since May 2021. Debtor had two prior offers for the Property last year, but neither one resulted in a binding agreement. The Debtor has had many showings on the Property since the filing of the present bankruptcy case. the Debtor accepted WY LLC's $1,800,000.00 counter offer which prompted escrow to open with Rowland Escrow. The Debtor has evaluated WY LLC's offer on the Property and believes the price is reasonable given the current real estate market and seeks to apply the proceeds of the sale to pay off all the allowed undisputed creditors of its estate. Based on the foregoing, the Debtor submits that the Property has been more than adequately marketed.

d. Good Faith

When a Bankruptcy Court authorizes a sale of assets pursuant to § 363(b)(1), it is required to make a finding with respect to the "good faith" of the purchaser. *In re Abbotts Dairies of Pa., Inc.*, 788 F.2d 143, 149 (3d Cir. 1986). With respect to the Trustee's conduct in conjunction with the sale of the Property, the good faith requirement focuses principally on whether there is any evidence of "fraud, collusion between the purchase and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders." *Id.* at 147; *In re Wilde Horse Enterprises,* 136 B.R. at 842.

The Debtor negotiated the agreement with WY LLC at arm's length, and WY LLC is not related to, nor is an "insider" of the Debtor as that term is defined in the Bankruptcy Code. 11 U.S.C. § 101(31). There has been no fraud or collusion in connection with the proposed sale because everyone who expressed an interest in the Property had made an offer on the Property which had been thoroughly considered by the Debtor before accepting the solid offer made by WY LLC. The proposed sale price is sufficient to generate funds to pay off all of the obligations secured by Debtor's Property, including closing costs, and other undisputed creditors of Debtor's

estate, and hold the balance of net proceeds subject to the pending dispute with SSA NE in a segregated account until the Court's final determination on the pending dispute between Debtor and SSA NE over the amount owed. Based on the foregoing, the Debtor submits that WY LLC is "good faith" purchaser.

Accurate and Reasonable Notice

The purpose of the notice is to provide an opportunity for objections and hearing before the Court if there are objections. *In re Karpe*, 84 B.R. 926, 930 (Bankr. MD.Pa. 1988). A notice is sufficient if it includes the terms and conditions of the sale and if it states the time for filing objections. *Id.*

As set forth above, the Debtor served this Notice of Motion and Motion on the United States Trustee, all of the Debtor's known creditors and all parties requesting special notice. The Notice includes the date, time and place of the sale and the time fixed for filing objections thereto. This Notice and Motion were served upon the parties who have liens and/or claims against, or interests in, the Property, and the Debtor filed the Notice and Form 6004-2 with the Clerk of the Bankruptcy Court, as required by Local Bankruptcy Rule 6007-1(f), so that the Clerk of the Bankruptcy Court could publish information regarding the proposed sale. Thus, the Debtor submits that the notice of the sale should be deemed adequate, accurate and reasonable by the Court.

3. The Sale of the Property Should Be Free and Clear of All Liens, Claims, and Interests Under 11 U.S.C. § 363(f)

Bankruptcy Code § 363(f) provides that a trustee may sell property of the estate "free and clear of any interest in such property" if:

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

(2) such entity consents;

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

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

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

11 U.S.C. § 363(f). Because § 363(f) is in the disjunctive, the Trustee must only meet one of the five subsections of § 363(f) in order to sell the Property free and clear of all liens, claims, and interests. *In re Whittemore,* 37 B.R. 93, 94 (Bankr. D. Or. 1984).

Here, § 363(f)(3) applies because the aggregate value of the liens on the Property total $1,526,971.55 per filed claims[4]. The sale price of $1,800,000.00 exceeds the liens by a total of $273,028.45 than sufficient to cover closing costs, the 3% commissions and any interest or charges that may have accrued to those liens.

B. The Debtor Requests that the Court Approve the Seller's Broker/Agent Commission of Amy Ji with Re/MAX 2000 Realty and the Buyer's Broker/Agent Commission of Amy Ji with Re/MAX 2000 Realty

Debtor requests that the Court approve the commission of Re/MAX 2000 Realty and Amy Ji of 3% as the Broker for both the Seller and the Buyer to be paid through escrow.[5] A true and correct copy of Rowland Escrow's Instructions to Pay Commission to Re/MAX 2000 Realty is attached to Amy Ji's Declaration as **Exhibit-9**.

Amy Ji is well qualified to represent Debtor/Seller as its agent/broker. Ms. Ji is a licensed real estate agent with Re/MAX 2000 Realty, licensed by the Bureau of Real Estate, with a BRE # 01743616. A true and correct copy of Ms. Ji's resume is attached to Amy Ji Declaration as **Exhibit-10**.

Re/MAX 2000 Realty and Amy Ji will be receiving a 3.0% commission from the total sale price of the Property for dual agency representation. A true and correct copy of the Residential

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[4] The total amount of $1,526,971.55 includes the disputed claim filed by SSA NE, which is subject of Debtor's pending claim objection and adversary proceeding against SSA NE.

[5] Application to Employ Re/MAX Realty 2000 and real estate agent Amy Ji was filed on January 14, 2022 [docket no.: 56] and order granting Re/MAX's Application to Employ was entered on February 10, 2022 [docket no.: 84].

Listing Agreement and other related documents between Debtor and Re/MAX 2000 Realty is attached to Ji Declaration as **Exhibit-11**.

Re/MAX 2000 Realty and Amy Ji have no prior connection with the Debtor, or principles of the Debtor. To the best of Ms. Ji's knowledge, there is no relationship or connection with the Debtor's creditors or other parties in interest or their respective attorneys or accountants. Re/MAX 2000 Realty and Amy Ji do not hold any interest in, nor are materially adverse to the Debtor, and thus constitute a disinterested person as contemplated by Section 101(14) of the *Bankruptcy Code*.

Re/MAX 2000 Realty and Amy Ji are "disinterested persons' within the meaning of 11 U.S.C. § 101. They (a) are not creditors, equity security holders, or insiders of the Debtor; (b) are not and were not, within 2 years before the date of the filing of the petition, directors, officers or employees of the Debtor; and (c) they do not have interests materially adverse to the interest of the estate, or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor or for any other reason. They do not hold or represent any interest adverse to the estate.

Re/MAX 2000 Realty and Amy Ji have never represented the Debtor in the past in connection with any other transaction. They have no other or prior connection with the Debtor, any insider of the debtor, or insider of an insider of the Debtor, any creditor of the Debtor or any other party in interest herein, the United States trustee, persons employed by the United States trustee, persons employed by the Bankruptcy Court or a Bankruptcy Judge, or any of their respective attorneys or accountants.

Re/MAX 2000 Realty and Amy Ji do not hold any prepetition claim against the Debtor or the Debtor's estate.

Re/MAX 2000 Realty and Amy Ji have not made any arrangements for the sharing of fees with any other person.

Re/MAX 2000 Realty and Amy Ji's compensation for representing the Seller and the Buyer as dual agent in connection with the sale of the Property is to be paid through escrow.

C. The Debtor Requests that the Court Waive the 14-Day Waiting Period in Bankruptcy Rule 6004(h)

Bankruptcy Rule 6004(h) provides, among other things, that an order authorizing the sale of property is stayed until the expiration of 14 days after entry of the order, unless the Court orders otherwise. Here, all parties with a lien, claim or interest in the Property, and all creditors of the estate, have been served with notice of the sale and an opportunity to object and the ***fourteen-day waiting period could only operate to delay the closing of escrow.*** As a result, under these circumstances, the Court should waive the fourteen-day stay of Bankruptcy Rule 6004(h) to permit the Debtor to proceed with the close of escrow on the sale as soon as possible.

III. CONCLUSION

WHEREFORE, the Debtor respectfully requests that the Court enter an order:

(1) Finding that notice of the Motion was adequate and appropriate under the circumstances;

(2) Granting the Motion in its entirety;

(3) Authorizing and approving the sale of the Property to WY LLC or to another successful bidder, free and clear of all liens, claims, and interests;

(4) Approving the bidding procedures described in the Memorandum of Points and Authorities;

(5) Finding that the successful bidder is a good faith purchaser for the purposes of 11 U.S.C. § 363(m);

(6) Authorizing the Debtor to take all necessary and reasonable steps to consummate the sale of the Property;

(7) Authorizing the payment of the commissions described in the Memorandum of Points and Authorities at the close of escrow;

(8) Authorizing payments of the liens, claims and interests on and against the Property (collectively referred to herein as the "Liens, Claims and Interest");

(9) Authorizing the payment of real property taxes, plus interest, owed on the Property and all usual and customary escrow and closing and recording costs generally attributable to a seller of real property, at the close of escrow;

(10) Transferring and attaching the liens, claims, and interests or portions of liens, claims and interests still unpaid at the close of escrow (collectively referred to as the "Remaining Liens, Claims, and Interests") from the Property to the net proceeds of the sale of the Property with the same force, effect, validity and priority that any and all such Liens, Claims and Interests had with respect to the Property;

(11) Authorizing the Debtor to hold in a segregated account that portion of the sale proceeds attributable to disputed claims of exemption, liens and encumbrances, if any, pending further orders of this Court;

(12) Compelling all holders of the liens and encumbrances, if any, to execute any and all documentation that may be required to allow escrow to close;

(13) Allowing the Debtor, pursuant to 11 U.S.C. § 542(a), to deliver the Property to WY LLC free and clear of any tenancy;

(14) Waiving the fourteen-day waiting period set forth in Bankruptcy Rule 6004(h); and

(15) Granting such other and further relief as the Court deems just and proper under the circumstances.

LAW OFFICES OF MICHAEL JAY BERGER

Dated: 4/11/2022

By: _____

Michael Jay Berger
Sofya Davtyan
Attorneys for Debtor and Debtor-in-Possession
Amphil Group, LLC

DECLARATION OF FRANK HERNANDEZ, JR.

I, FRANK HERNANDEZ, JR., declare as follows:

1. I am the Managing Member of the Debtor in this Chapter 11 Bankruptcy case, Amphil Group, LLC (the "Debtor"). I have personal knowledge of the facts set forth herein, and if called as a witness, I could and would testify competently with respect thereto. Where facts are alleged upon information and belief, I believe them to be true.

2. Debtor commenced its bankruptcy case by filing a voluntary petition under Chapter 11 of 11 U.S.C. §101 et seq. (the "Bankruptcy Code") on October 18, 2021.

3. Debtor holds an interest in real property located at 19650 Chalina Drive, Walnut, CA 91789 (the "Property"). The Property was purchased by the Debtor in May 2017 for $650,000 for the purpose of constructing a new single-family residence. The house located on the Property was demolished and a new single-family residence built. The Property consists of 4 bedrooms and 5 bathrooms.

4. Debtor has the following secured creditors:

(a) Los Angeles County Tax Collector for property taxes in an estimated amount of $65,024.58 [POC #3];

(b) SSA NE Assets, LLC (Triumph Capital Partners Inc. is the original lender, who assigned the loan documents to Toorak Repo Seller I Trust, who then assigned to SSA NE Assets, LLC) for a deed of trust secured by the Property for an estimated $1,461,946.97 pursuant to POC #4, which amount Debtor disputes[6].

True and correct evidence of the obligations secured by Debtor's Property are attached hereto as **Exhibit-1**.

[6] Debtor scheduled SSA NE Assets (formerly Triumph) claim as a contingent, disputed, and unliquidated claim. Debtor has a pending adversary proceeding against SSA NE Assets for declaratory relief, AP Case No.: 2:22-ap-01022-VZ and a pending motion objecting to SSA NE's claim.

5. Debtor has priority unsecured obligation owed to the IRS for an estimated amount of $18,960 [POC #2] and one general unsecured creditor Wells Fargo Bank with an estimated claim amount of $12,919.14 [POC #1]. True and correct evidence of the obligations owed to the IRS and to Wells Fargo Bank are attached hereto as **Exhibit-2 and Exhibit-3** respectively.

6. The present bankruptcy was filed to stop the foreclosure sale initiated by SSA NE Assets, LLC against the Property and to sell the Property to pay its allowed creditors in full.

7. On December 10, 2021, SSA NE filed a Motion for Relief from the Automatic Stay Under 11 U.S.C. Section 362 with supporting Memorandum of Points and Authorities and Supporting Declarations ("RFS Motion") [docket nos.: 23-26]. On December 21, 2021 Debtor filed a Response to RFS Motion [docket no.: 30]. On December 29, 2021, Debtor entered into stipulation with SSA NE to continue the hearing on the RFS Motion to February 8, 2022 [docket no.: 39]. On December 29, 2021, the court entered an order approving the stipulation and continuing the RFS Motion hearing [docket no.: 41]. On January 25, 2022, Debtor filed Supplemental Memorandum of Points and Authorities in Support of Debtor's Response to RFS Motion [docket no.: 63] and supporting declaration of appraiser Mark S. Justmann regarding the value of Debtor's Property [docket no.: 62]. On February 1, 2022, Debtor entered into another stipulation with SSA NE to further continue the RFS Motion hearing to allow SSA NE sufficient time to complete its own appraisal of the Debtor's Property [docket no.: 67]. On February 2, 2022, the Court entered an order approving the second stipulation and continuing the hearing on RFS Motion to April 19, 2022 at 10:30 a.m. [docket no.: 69]. On March 21, SSA NE filed a Reply to Debtor's Response to RFS Motion [docket no.: 97] and Supplemental Declaration of Joseph Cavagnaro in Support of its RFS Motion [docket no.: 98].

8. On February 4, 2022, Debtor filed an objection to SSA NE Assets LLC's claim [docket no.: 79] with a hearing set for March 8, 2022. On February 16, 2022, Debtor entered into

stipulation with SSA NE to continue the hearing on the objection to April 19, 2022 at 11:00 a.m. [docket no.: 86]. On February 17, 2022, the court entered the order approving the stipulation [docket no.: 88].

9. On January 17, 2022 Debtor commenced an adversary proceeding against SSA NE Assets, LLC for a declaratory relief [AP docket no.: 1]. On January 21, 2022, Debtor filed the summons service executed on SSA NE [AP docket no.: 3]. On February 1, 2022, Debtor and SSA NE entered into a stipulation to extend SSA's deadline to file a response to Debtor's complaint to April 29, 2022 [docket no.: 5], which the court approved on February 2, 2022 [AP docket no.: 8]. The status conference has also been continued from March 31, 2022 to May 26, 2022 at 10:30 a.m.

10. On January 14, 2022, Debtor filed an Application to Employ Re/MAX 2000 Realty and Amy Ji as its broker ("Application to Employer Broker") [docket no.: 56]. On February 10, 2022, the Court entered an order authorizing Debtor's Application to Employ Broker [docket no.: 84].

11. On March 17, 2022, WY LLC made an offer to purchase the Property for $1,780,000.00. A true and correct copy of WY LLC's March 17, 2022 offer is attached hereto as **Exhibit-4**. On March 18, 2022, the Seller submitted Counter Offer No. 1 for $1,800,000 which Buyer accepted on March 18, 2022. A true and correct copy of Buyer's Counter Offer No. 1 is attached hereto as **Exhibit-5**. WY LLC made the initial required deposit of $54,000.00 into the Escrow Account on March 22, 2022. A true and correct of the evidence of the $54,000.00 deposit made by WY LLC to Rowland Escrow is attached hereto as **Exhibit-6.** WY LLC has the financial ability to timely consummate the sale as it has already provided a $1,068,000.00 loan pre-approval letter from Top Financial, a true and correct copy of which is attached hereto as **Exhibit-7** and had also provided evidence of funds which are more than sufficient to make the

additional $486,000.00 deposit into the Escrow Account prior to close of the escrow. A true and correct copy of WY LLC's Chase bank account balance as of March 31, 2022 is attached hereto as **Exhibit-8.**

12. The proposed sale is free and clear of all liens. The Debtor intends to pay the liens of Los Angeles County Treasurer and Tax Collector in full through escrow. Debtor intends to pay the sum of $1,052,119.81 to SSA NE through escrow. Debtor will deposit the balance of $409,827.16 which is subject of the pending dispute between Debtor and SSA NE into a segregated account until the Bankruptcy Court makes a determination on the amount owed to SSA NE in the pending adversary case no.: 2:22-ap-01022-VZ and/or in the claim objection motion which is pending in front of this Court.

13. The proposed sale is in the best interest of the estate and its creditors because, as demonstrated herein, the proposed sale will result in net proceeds after the payment of all amounts required to be paid to brokers, taxing authorities and closing costs in connection with the sale of the Property to satisfy the allowed claims of Debtor's bankruptcy estate in full.

14. The Debtor believes that the Court may require an opportunity for overbidding prior to the approval of the proposed sale. As a result, the Debtor proposes the following overbidding procedures:

(1) The overbid must be all cash and must be at least $1,850,000.00 ($50,000 greater than the current offer), with no contingencies to closing whatsoever.

(2) Any party who would like to bid on the Property during the hearing on the Motion must contact Debtor's counsel at least 24 hours prior to the hearing and provide evidence of financial resources to the Debtor's reasonable satisfaction. Debtor's counsel will provide an information packet to any party who would like to bid on the Property. Any overbidder must also submit, before the time of the hearing, a deposit for the purchase of the Property, by cashier's check or other cash equivalent

in the amount of at least $450,000.00, and provide the Court and counsel for all parties' proof of funds and ability to close within an expeditious manner.

(3) Overbid increments will be $25,000.00 after the initial overbid.

15. Debtor requests that the Court approve the commission of Re/MAX 2000 Realty and Amy Ji of 3% as the Broker for both the Seller and the Buyer to be paid through escrow.[7]

Executed on April 11, 2022, in Los Angeles, California.

Frank Hernandez, Jr.

Frank Hernandez, Jr.

[7] Application to Employ Re/MAX Realty 2000 and real estate agent Amy Ji was filed on January 14, 2022 [docket no.: 56] and order granting Re/MAX's Application to Employ was entered on February 10, 2022 [docket no.: 84].

DECLARATION OF AMY JI

I, AMY JI, declare as follows:

1. I am the real estate agent for Amphil Group, LLC, the Debtor and Debtor-In-Possession herein, who is the Seller of the real property located at 19650 Chalina Drive, Walnut, CA 91789 (the "Property"). I am currently employed by Re/MAX 2000 Realty. I have personal knowledge of the facts set forth herein, and if called as a witness, I could and would testify competently with respect thereto. Where facts are alleged upon information and belief, I believe them to be true.

2. I am well qualified to represent Debtor as its agent. I am a licensed real estate agent with Re/MAX 2000 Realty. A true and correct copy of my resume is attached hereto as **Exhibit-10**.

3. Per the accepted offer, Re/MAX 2000 Realty (brokerage firm) and I will be receiving a 3% commission for providing agent/brokerage services to the Debtor/Seller and the Buyer, as dual agent. I represent both the Seller and the Buyer and request that the commission to Re/MAX 2000 Realty and me be approved to be paid out of escrow. A true and correct copy of the Residential Listing Agreement and other related documents between Debtor and Re/MAX 2000 Realty is attached hereto as **Exhibit-11**.

4. Re/MAX 2000 Realty and I have no connection with the Debtor, or principles of the Debtor. To the best of my knowledge, there is no relationship or connection with the Debtor's creditors or other parties in interest or their respective attorneys or accountants. I do not hold any interest in, nor are materially adverse to the Debtor, and thus constitute a disinterested person as contemplated by Section 101(14) of the *Bankruptcy Code*.

5. Re/MAX 2000 Realty and I are "disinterested persons' within the meaning of 11 U.S.C. § 101. We: (a) are not creditors, equity security holders, or insiders of the Debtor; (b) are not and were not, within 2 years before the date of the filing of the petition, directors, officers or employees of the Debtor; and (c) we do not have interests materially adverse to the interest of the estate, or any class of creditors or equity security holders, by reason of any direct or indirect

relationship to, connection with, or interest in, the Debtor or for any other reason. We do not hold or represent any interest adverse to the estate.

6. Re/MAX 2000 Realty and I have never represented the Debtor in the past. We have no connection with the Debtor, any insider of the debtor, or insider of an insider of the Debtor, any creditor of the Debtor or any other party in interest herein, the United States trustee, persons employed by the United States trustee, persons employed by the Bankruptcy Court or a Bankruptcy Judge, or any of their respective attorneys or accountants.

7. Re/MAX 2000 Realty and I do not hold any prepetition claim against the Debtor or the Debtor's estate.

8. Re/MAX 2000 Realty and I have not made any arrangements for the sharing of fees with any other person.

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

Executed on April 6, 2022, at Hacienda Hts, California.
Re/max 2000 Realty office

Amy Ji

EXHIBIT-1

PROOF OF CLAIM BY LA COUNTY TAX ASSESSOR

Fill in this information to identify the case:

Debtor 1 Amphil Group LLC

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the: Central District of California

Case number 2:21-bk-18014-VZ (11)

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

Los Angeles County Treasurer and Tax Collector
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No
☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Los Angeles County Treasurer & Tax Collector
Name

PO Box 54110
Number Street

Los Angeles CA 90054
City State ZIP Code

Contact phone (213) 974-7803

Contact email bankruptcy@ttc.lacounty.gov

Where should payments to the creditor be sent? (if different)

Name

Number Street

City State ZIP Code

Contact phone

Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one)

4. **Does this claim amend one already filed?**

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on ___/___/___ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No
☐ Yes. Who made the earlier filing?

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
☐ No
☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 1 0 0 9

7. **How much is the claim?** $ 65,024.58 **Does this amount include interest or other charges?**
☐ No
☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Property Taxes

9. **Is all or part of the claim secured?**
☐ No
☑ Yes. The claim is secured by a lien on property.
Nature of property:
☑ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: $ 760,030.00
Amount of the claim that is secured: $ 65,024.58
Amount of the claim that is unsecured: $ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: $ _____
Annual Interest Rate (when case was filed) 18.00 %
☑ Fixed
☐ Variable

10. **Is this claim based on a lease?**
☑ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $ _____

11. **Is this claim subject to a right of setoff?**
☑ No
☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐ Wages, salaries, or commissions (up to $13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.
☑ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Executed on date 11/16/2021
MM / DD / YYYY

Oscar Estrada Digitally signed by Oscar Estrada Date: 2021.11.16 09:05:59 -08'00'
Signature

Print the name of the person who is completing and signing this claim:

Name: Oscar (First name) Middle name Estrada (Last name)

Title: Tax Services Supervisor II

Company: County of Los Angeles
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: PO Box 54110
Number Street
Los Angeles CA 90054
City State ZIP Code

Contact phone: (213) 974-7803 Email: bankruptcy@ttc.lacounty.gov

LOS ANGELES COUNTY TAX COLLECTOR

225 NORTH HILL STREET, LOS ANGELES, CA 90012

CRT: R#34
E484787

STATEMENT OF PRIOR YEAR TAXES

AS OF 11/15/21

PARCEL INFORMATION

ASSESSOR'S ID# **8734 011 009** YRSEQ AIN

SPECIAL INFORMATION

TAX DEFAULTED IN 2018 FOR UNPAID TAXES OF 2017.

AMPHIL GROUP LLC
21002 STODDARD WELLS RD
WALNUT CA 91789-1371

DESCRIPTION
*TR=27355 LOT 11

ASSESSOR'S ID NO	YRSEQ	D/O YR	TAX AMOUNT ORIGINAL	TAX AMOUNT BALANCE	PENALTY & COST ORIGINAL	PENALTY & COST BALANCE	REDEMPTION PENALTY	TOTAL
8734 011 009	16020	18	134.89	134.89	23.48	23 48	82.95	241.32
8734 011 009	17000	18	6673.00	6673.00	677.29	677 29	4103 89	11454.18
8734 011 009	17020	18	1464.81	1464.81	156.48	156 48	900.85	2522 14
8734 011 009	18000	19	8289.96	8289.96	838.98	838.98	3606.13	12735.07
8734 011 009	19000	20	8619.30	8619.30	871.92	871 92	2197.92	11689.14
8734 011 009	20000	21	8769 88	8769.88	886.98	886.98	657.74	10314.60
	TOTAL		33951.84		3455.13		11549.48	48956.45
						REDEMPTION FEE:		15.00
						AMOUNT TO PAY:		48971.45*

*ADD $509.27 PENALTY PER MONTH, FROM 12/21. IF NOT PAID BY 12/15/21.

THERE WILL BE A $50.00 SERVICE CHARGE FOR ANY CHECK RETURNED BY THE BANK.
KEEP THIS UPPER PORTION OF THE BILL FOR YOUR RECORDS. YOUR CANCELLED CHECK IS YOUR RECEIPT.

DETACH AND MAIL THIS STUB WITH YOUR PAYMENT STATEMENT OF PRIOR YEAR TAXES

PLEASE SEE

REVERSE FOR

PERTINENT

INFORMATION

AMPHIL GROUP LLC
21002 STODDARD WELLS RD
WALNUT CA 91789-1371

MUST BE RECEIVED BY: 12/15/21
COMP DTE 2111 TAX DEF 2018
LOAN ID:_____

YR SEQ	MPBK PGE PCL	PK	TYPE	AK	DSEQ
00 000	8734 011 009	7	1	0	000

TOTAL DUE
48971.45

INDICATE AMOUNT PAID

MAKE CHECK PAYABLE TO:

CRT: R#34
E484787

LOS ANGELES COUNTY TAX COLLECTOR
P. O. BOX 54088
LOS ANGELES, CA 90054-0088

34:4

00000700038734011009400048971451102112152111 4

78C157B (9/17)

2021 SUPPLEMENTAL SECURED PROPERTY TAX BILL 2021

CITIES, COUNTY, SCHOOLS AND ALL OTHER TAXING AGENCIES IN LOS ANGELES COUNTY

SUPPLEMENTAL SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2020 TO JUNE 30, 2021

KEITH KNOX, TREASURER AND TAX COLLECTOR

FOR ASSISTANCE CALL 1(213) 974-2111 OR 1(888) 807-2111, ON THE WEB AT propertytax.lacounty.gov

ASSESSOR'S ID. NO. YR SEQ CK

DETAIL OF TAXES DUE FOR **8734 011 009 20 010 45**

PROPERTY IDENTIFICATION

ASSESSOR'S ID.NO.: 8734 011 009 20 010
TRANSFER/NEW CONSTRUCTION DATE: 01-12-21

MAILING ADDRESS

AMPHIL GROUP LLC
21002 STODDARD WELLS RD
WALNUT CA 91789-1371

AGENCY	RATE	AMOUNT
GENERAL TAX LEVY		$ 4,363.00
VOTED INDEBTEDNESS		
UNIFIED SCHOOLS	.109049	475.78
COMMNTY COLLEGE	.044588	194.53
METRO WATER DIST	.003500	15.27

ELECTRONIC FUND TRANSFER (EFT) NUMBER

IO#:19 8734 011 009 3 YEAR:20 SEQUENCE:010 5
PIN: LUVAXU

FULL YEAR SUPPLEMENTAL TAXES DUE	$5,048.58
PRORATION FACTOR SEE TEXT AUDITOR CONTROLLER	.42
PRORATED SUPPLEMENTAL TAXES	$2,120.40

SPECIAL INFORMATION

FOR THE FOLLOWING REASON: THIS SUPPLEMENTAL ASSESSMENT IS IN COMPLIANCE WITH ARTICLE 13A OF THE CALIFORNIA CONSTITUTION. IT REFLECTS THE INCREASE IN YOUR PROPERTY TAXES DUE TO COMPLETION OF NEW CONSTRUCTION OCCURRING 01-12-21.
SUPPLEMENTAL BILL DUE TO NEW CONSTRUCTION

DELINQUENT TAX INFORMATION
YOU HAVE A PRIOR DELINQUENCY.
SEE THE BACK OF THIS BILL FOR MORE INFORMATION.

ADDITIONAL CHARGES NOT SUBJECT TO PRORATION

SUPPLEMENTAL TAXES DUE		$2,120.40
FIRST INSTALLMENT TAXES DUE	12/31/21	$1,060.20
SECOND INSTALLMENT TAXES DUE	04/30/22	$1,060.20

PROPERTY LOCATION AND/OR PROPERTY DESCRIPTION

19650 CHALINA DR WALNUT CA
*TR*27355 LOT 11

VALUATION INFORMATION

ROLL YEAR 20-21	CURRENT ASSESSED VALUE	PRIOR ASSESSED VALUE	NET ASSESSED VALUE
LAND	551,828	551,828	
IMPROVEMENTS	574,257	137,957	436,300
TOTAL			436,300
LESS EXEMPTION			
NET SUPPLEMENTAL VALUE			436,300

ATTENTION: OTHER TAXES HAVE BEEN LEVIED ON THIS PROPERTY FOR THE 2021-2022 FISCAL YEAR AND ARE UNPAID. PLEASE CONTACT THE TAX COLLECTOR'S OFFICE FOR A SUBSTITUTE BILL SHOWING THE OUTSTANDING AMOUNT(S) AND DUE DATE(S).

ASSESSOR'S REGIONAL OFFICE

REGION #06 INDEX: TRA:08441
EAST DISTRICT OFFICE
1190 DURFEE AVE.
SOUTH EL MONTE CA 91733
(626)258-6001
PRINT NO.: 2357 AUTH. NO.:000000 BA
MAILED BY: 11-04-21

ANY RETURNED PAYMENT MAY BE SUBJECT TO A FEE UP TO $50.00.

DETACH AND MAIL THIS STUB WITH YOUR 2ND INSTALLMENT PAYMENT
DO NOT INCLUDE NOTES WITH YOUR PAYMENT
DO NOT STAPLE, TAPE OR CLIP PAYMENT STUB OR CHECK

PRIOR DELINQUENCY **SUPPLEMENTAL 2021**

ASSR CHANGE SUP 000000 BA

ASSESSOR'S ID. NO. YR SEQ CK PK
8734 011 009 20 010 45 2

AMPHIL GROUP LLC
21002 STODDARD WELLS RD
WALNUT CA 91789-1371

INDICATE AMOUNT PAID

2ND INSTALLMENT DUE
$1,060.20

PAYMENT DUE 04/30/22
IF NOT RECEIVED OR POSTMARKED BY 04/30/22
REMIT AMOUNT OF $1,176.22

04/30/22
LOS ANGELES COUNTY TAX COLLECTOR
P.O. BOX 60186
LOS ANGELES, CA 90060-0186

MAKE PAYMENT PAYABLE TO:
Please write the ASSESSOR'S ID. NO. on the lower left corner of your payment.

75476

2272001058734011009000010602000001176224762050 2

2ND

DETACH AND MAIL THIS STUB WITH YOUR 1ST INSTALLMENT PAYMENT
DO NOT INCLUDE NOTES WITH YOUR PAYMENT
DO NOT STAPLE, TAPE OR CLIP PAYMENT STUB OR CHECK

PRIOR DELINQUENCY **SUPPLEMENTAL 2021**

ASSR CHANGE SUP 000000 BA

ASSESSOR'S ID. NO. YR SEQ CK PK
8734 011 009 20 010 45 1

AMPHIL GROUP LLC
21002 STODDARD WELLS RD
WALNUT CA 91789-1371

INDICATE AMOUNT PAID

1ST INSTALLMENT DUE
$1,060.20

PAYMENT DUE 12/31/21
IF NOT RECEIVED OR POSTMARKED BY 12/31/21
REMIT AMOUNT OF $1,166.22

12/31/21
LOS ANGELES COUNTY TAX COLLECTOR
P.O. BOX 60186
LOS ANGELES, CA 90060-0186

MAKE PAYMENT PAYABLE TO:
Please write the ASSESSOR'S ID. NO on the lower left corner of your payment.

45490

2142001058734011009000010602000001166224901123 1

1ST

COS - T1SUPP (06/2021) - LATE0130

HOW YOUR SUPPLEMENTAL TAX BILL IS CREATED AND WHAT OFFICE TO CONTACT FOR ADDITIONAL INFORMATION.

California State law requires the reassessment of property as of the first day of the month following an ownership change, or the completion of new construction.

Typically, new construction is any substantial addition to real property (e.g., adding a new room, pool, or garage) or any substantial alteration which restores a building, room, or other improvement to the equivalent of being new (e.g., completely renovating an outdated kitchen).

The Los Angeles County **ASSESSOR** first determines the new value of the property based on current market values. The Assessor then calculates the difference between the new value (set at the time of purchase or completion of new construction) and the old value set on January 1 for the preceding fiscal year period, July 1 through June 30. The result is the supplemental assessment value.

The Supplemental Tax Bill is sent in addition to the Annual Tax Bill and both must be paid by the date shown on the bill. If you purchase and then sell the property within a short period of time, the Supplemental Tax Bill you receive should cover only those months during which you owned the property, and the new owner should receive a separate Supplemental Tax Bill. If you require additional information on supplemental assessments, please contact your nearest Assessor's regional office at the address and telephone number shown on the front of this bill; call 1(213) 974-3211 or toll free 1(888) 807-2111; or visit **propertytax.lacounty.gov**.

After the new value and proration period is established, the Los Angeles County **AUDITOR-CONTROLLER** computes the taxes based on the prorated time period and the new value. If the value was increased, the new tax amount is based on the new difference between the prior and current value. If the value decreased, negative amounts are reflected to indicate a refund has been or will be issued. Supplemental taxes are adjusted by a proration factor to reflect that portion of the tax year remaining effective on the first day of the month following the date on which change of ownership, or completion of construction occurred. The factors from the following table are used in determining the prorated tax amount.

***Current Roll Supplemental Tax to be multiplied by:**

If effective date is on or after January 1, 1997

July	1.00	**January	.50
August	.92	**February	.42
September	.83	**March	.33
October	.75	**April	.25
November	.67	**May	.17
December	.58	June	.08

Definitions:
*Current Roll means the roll for the fiscal year (July 1 - June 30).
**If the change of ownership or completion of new construction was effective during one of these months, you will receive another Supplemental Tax Bill for the succeeding fiscal year.

Information about the computation of charges not subject to proration, taxes, refunds or negative tax values should be directed to the Los Angeles County **AUDITOR-CONTROLLER** 1(213) 974-8368 or 1(888) 807-2111, or by email at **propertytax@auditor.lacounty.gov**.

The Los Angeles County **TREASURER AND TAX COLLECTOR** mails Supplemental Tax Bills throughout the tax year. As a result, Supplemental Tax Bill due dates vary. If the bill is mailed between July 1 and October 31, the taxes become delinquent at 5:00 PM on December 10 for the first installment and 5:00 PM on April 10 for the second installment (the same delinquency schedule as for the Annual Tax Bills mailed on or before November 1).

If the bill is mailed between November 1 and June 30, the delinquency date is printed on the bill. The first installment is delinquent at 5:00 PM on the last day of the month following the month in which the bill was mailed. The second installment is delinquent at 5:00 PM on the last day of the fourth month after the first installment delinquency date.

If the front of this bill has the notation **"Prior Delinquency"**, this is to alert you that taxes from a previous year are unpaid. The amount of the delinquency is **not** included in this bill. If the delinquency continues for 3 years for commercial properties or unimproved vacant residential lots, or 5 years for residential or agricultural properties, your property can be sold at a public auction. You can prevent this by either paying the delinquency in full or, if you qualify, by establishing a five-year payment plan. For more information, contact the Los Angeles County **TREASURER AND TAX COLLECTOR'S** office.

IF YOUR MORTGAGE LENDER PAYS YOUR ANNUAL TAXES, DO NOT ASSUME THEY WILL PAY THIS BILL, AS TYPICALLY THEY DO NOT RECEIVE NOR PAY SUPPLEMENTAL TAX BILLS. YOU SHOULD CONTACT THEM IMMEDIATELY.

School district parcel tax exemption information is available online at **ttc.lacounty.gov**.

HOW TO CONTACT OUR OFFICE

Visit us: 225 North Hill Street, First Floor Lobby, Los Angeles, CA 90012
Call us: 1(213) 974-2111, if outside of Los Angeles County, or 1(888) 807-2111, if in Los Angeles County. Anyone who is hearing impaired and has TDD equipment may leave a message at 1(213) 974-2196 or use California Relay Services 1(800) 735-2929.
E-mail us: **info@ttc.lacounty.gov**
Fax us: 1(213) 620-7948
Write us: Treasurer and Tax Collector, P.O. Box 512102
Los Angeles, CA 90051-0102
Website: **propertytax.lacounty.gov**

Si usted requiere información en Español acerca de los impuestos de su propiedad, por favor llame al 1(213) 974-2111 o al 1(888) 807-2111. Operadoras que hablan Español le ayudarán. También puede visitar nuestra página de Web al **propertytax.lacounty.gov**.

LOS ANGELES COUNTY ASSESSMENT APPEALS BOARD

The property taxes you pay are primarily based on your property's assessed value as determined by the Los Angeles County Assessor. If you disagree with the assessed value placed on your property, you can file an appeal with the Assessment Appeals Board **during the filing periods stated below.**

The application filing periods for assessment appeals are:

Regular Assessments - filing date is July 2 to November 30.

Supplemental / Adjusted / Escape / Roll Corrections - filing date is within 60 days after the mailing date on the Notice of Assessed Value Change or Supplemental / Adjusted / Escape Assessments Tax Bill.

Misfortune & Calamity Reassessments - file within six months of the mailing date of the Assessor's proposed reassessment notice due to property damaged by misfortune or calamity.

Applications may be filed online at: **lacaab.lacounty.gov**.

The Los Angeles County Assessment Appeals Board is located at 500 West Temple St., Room B4, Los Angeles, CA 90012; Telephone numbers: 1(213) 974-1471, 1(888) 807-2111, 1(800) 735-2929 (TDD); Website: **propertytax.lacounty.gov**

Electronic Check Processing - When you provide a check as payment, you authorize the County of Los Angeles to either use information from your check to make a one-time electronic fund transfer from your bank account or process the payment as a check transaction. If we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. The transaction will appear on your bank statement as "LA Co TTC Paymnt."

SEND THIS STUB WITH YOUR 2nd INSTALLMENT PAYMENT

OR

SAVE MONEY! SAVE TIME! PAY ONLINE at propertytax.lacounty.gov

PLEASE DO NOT SEND CORRESPONDENCE WITH YOUR PAYMENT

Electronic Check Processing - When you provide a check as payment, you authorize the County of Los Angeles to either use information from your check to make a one-time electronic fund transfer from your bank account or process the payment as a check transaction. If we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. The transaction will appear on your bank statement as "LA Co TTC Paymnt."

SEND THIS STUB WITH YOUR 1st INSTALLMENT PAYMENT

OR

SAVE MONEY! SAVE TIME! PAY ONLINE at propertytax.lacounty.gov

PLEASE DO NOT SEND CORRESPONDENCE WITH YOUR PAYMENT

2021 **ADJUSTED SECURED PROPERTY TAX BILL** **2021**

CITIES, COUNTY, SCHOOLS AND ALL OTHER TAXING AGENCIES IN LOS ANGELES COUNTY

SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2021 TO JUNE 30, 2022

KEITH KNOX, TREASURER AND TAX COLLECTOR

FOR ASSISTANCE CALL 1(213) 974-2111 OR 1(888) 807-2111, ON THE WEB AT propertytax.lacounty.gov

ASSESSOR'S ID. NO. YR SEQ CK

PROPERTY IDENTIFICATION

OWNER OF RECORD AS OF JANUARY 1,2021
ASSESSOR'S ID NO.: 8734 011 009 21 000
REB

MAILING ADDRESS

AMPHIL GROUP LLC
21002 STODDARD WELLS RD
WALNUT CA 91789-1371

ELECTRONIC FUND TRANSFER (EFT) NUMBER

ID#: 19 8734 011 009 3 YEAR:21 SEQUENCE:000 5
PIN: LUVAXU

SPECIAL INFORMATION

FOR THE FOLLOWING REASON:
ROLL BILL CORRECTION ESCAPED ASSMT PER
SECS 4831 OR 531 R&T CODE; SEE YEAR & AIN
PENALTY DATE ON YOUR 1ST INSTALLMENT
PAYMENT IS CHANGED TO 12-10-21

PENALTY DATE ON YOUR 2ND INSTALLMENT
PAYMENT IS CHANGED TO 04-10-22
DELINQUENT TAX INFORMATION
YOU HAVE A PRIOR DELINQUENCY.
SEE THE BACK OF THIS BILL FOR MORE INFORMATION.

PROPERTY LOCATION AND/OR PROPERTY DESCRIPTION

19650 CHALINA DR WALNUT CA
*TR=27355 LOT 11

ASSESSOR'S REGIONAL OFFICE

REGION #06 INDEX: TRA:08441
EAST DISTRICT OFFICE
1190 DURFEE AVE.
SOUTH EL MONTE CA 91733
(626)258-6001

ACCT. NO.: PRINT NO.: 1143
MAILED BY: 10-21-21 AUTH. NO.: 000001 GA

DETAIL OF TAXES DUE FOR 8734 011 009 21 000 45

AGENCY		RATE	PRIOR AMT	CORRECTED AMT
GENERAL TAX LEVY				
ALL AGENCIES			$ 6,969.30	$ 7,600.30
VOTED INDEBTEDNESS				
UNIFIED SCHOOLS		.111280	$ 775.55	$ 845.76
COMMNTY COLLEGE		.046076	321.12	350.19
METRO WATER DIST		.003500	24.40	26.60
DIRECT ASSESSMENTS				
WALNUT ST LIGHT	**		$ 10.00	$ 10.00
SAFE CLEAN WATER	**		91.49	91.49
CONSLDATED SEWER	**		50.50	50.50
SGV MOSQUITO&VCD	**		14.30	14.30
3VALLEYS MWD CHG	**		20.43	20.43
MWD STANDBY #2	**		12.20	12.20
TRAUMA/EMERG SRV	**		67.33	67.33
LIGHT/OP SPACE 3	**		207.14	207.14
RPOSD MEASURE A	**		26.99	26.99
CNTY SAN DIST 21	**		179.00	179.00
FLOOD CONTROL	**		39.83	39.83
LA CO FIRE DEPT	**		72.24	72.24

TOTAL TAXES DUE	$9,614.30
LESS PAYMENTS	$.00
PLUS: PENALTIES PAID OR DUE	$.00
REFUNDS ISSUED	$.00
NET BALANCE DUE	$9,614.30
FIRST INSTALLMENT TAX	$4,807.16
SECOND INSTALLMENT TAX	$4,807.14

VALUATION INFORMATION

	PRIOR ASSESSED VALUE	CURRENT ASSESSED VALUE
ROLL YEAR 21-22		
LAND	557,544	557,544
IMPROVEMENTS	139,386	202,486
TOTAL	696,930	760,030
LESS EXEMPTION:		
NET TAXABLE VALUE	696,930	760,030

ANY RETURNED PAYMENT MAY BE SUBJECT TO A FEE UP TO $50.00.

DETACH AND MAIL THIS STUB WITH YOUR 2ND INSTALLMENT PAYMENT
DO NOT INCLUDE NOTES WITH YOUR PAYMENT
DO NOT STAPLE, TAPE OR CLIP PAYMENT STUB OR CHECK

PRIOR DELINQUENCY **ADJUSTED** **2021**

ASSR CHANGE REB 000001 GA

ASSESSOR'S ID. NO. YR SEQ CK PK
8734 011 009 21 000 45 2

AMPHIL GROUP LLC
21002 STODDARD WELLS RD
WALNUT CA 91789-1371

INDICATE AMOUNT PAID

2ND INSTALLMENT DUE
$4,807.14

PAYMENT DUE 04/10/22
IF NOT RECEIVED OR POSTMARKED BY 04/10/22
REMIT AMOUNT OF $5,297.85 04/10/22

LOS ANGELES COUNTY TAX COLLECTOR
P.O. BOX 60186
LOS ANGELES, CA 90060-0186

MAKE PAYMENT PAYABLE TO:
Please write the ASSESSOR'S ID. NO.
on the lower left corner of your payment.

75475

2272100058734011009000048071400005297854752041 1

2ND

DETACH AND MAIL THIS STUB WITH YOUR 1ST INSTALLMENT PAYMENT
DO NOT INCLUDE NOTES WITH YOUR PAYMENT
DO NOT STAPLE, TAPE OR CLIP PAYMENT STUB OR CHECK

PRIOR DELINQUENCY **ADJUSTED** **2021**

ASSR CHANGE REB 000001 GA

ASSESSOR'S ID. NO. YR SEQ CK PK
8734 011 009 21 000 45 1

AMPHIL GROUP LLC
21002 STODDARD WELLS RD
WALNUT CA 91789-1371

INDICATE AMOUNT PAID

1ST INSTALLMENT DUE
$4,807.16

PAYMENT DUE 12/10/21
IF NOT RECEIVED OR POSTMARKED BY 12/10/21
REMIT AMOUNT OF $5,287.87 12/10/21

LOS ANGELES COUNTY TAX COLLECTOR
P.O. BOX 60186
LOS ANGELES, CA 90060-0186

MAKE PAYMENT PAYABLE TO:
Please write the ASSESSOR'S ID. NO
on the lower left corner of your payment.

95477

2192100058734011009000048071600005287847711210

1ST

COS - T1ADJ (06/2021) - LATE0126

Annual property taxes may be adjusted for various reasons during the fiscal year, July 1 through June 30. Adjusted Tax Bills are a result of a change or correction to the assessed value of the property, the allowance of an exemption that was previously omitted, the correction of a direct assessment placed on the property from a municipality or special district, or the inclusion of a penalty fee for failure to comply with certain requirements prescribed by law. In addition, changes may occur to the Voted Indebtedness Tax Rate that is shown in the column titled Rate. Voted Indebtedness is the result of voter approval of a bond measure initiative.

The Los Angeles County **ASSESSOR** establishes the assessed value of your property by appraising the value of that property under State law. There are, however, instances when the value requires adjustment. Information relative to the purchase amount or a recording that was misinterpreted as a change in partial ownership or completion of some transaction may trigger a reassessment. Properties that have been sold several times within a year also may have their annual assessed value changed to reflect the value of the property according to a purchase price for each transaction.

The front of this bill provides you with information relative to the total assessed value of the property including exemptions. If this bill is a result of a Los Angeles County **ASSESSOR'S** correction or adjustment of the values or exemptions for this property, a notation will appear in the middle of your bill explaining the nature of the adjustment. You will also notice a change in the penalty date on the stubs.

Additionally, the Los Angeles County **ASSESSOR** is responsible for the allowance of certain exemptions such as Homeowners, Church and Welfare, and Veterans which may not have been included when the Annual Tax Bill was prepared. The Los Angeles County **ASSESSOR** also adjusts Annual Tax Bills when a qualified senior citizen's transfer has been approved. Often, the Annual Tax Bills are already prepared before these changes are reflected on their records. The Adjusted Tax Bill is then issued to ensure the assessed value of the property with exemptions is accurate for the appropriate calculation of taxes to be paid. If you have questions, please contact your Assessor's regional office at the address and telephone number shown on the front of this bill; call 1(213) 974-3211 or toll free 1(888) 807-2111 or visit **propertytax.lacounty.gov**.

Adjusted Tax Bills may also be the result of a change in the direct assessment charges from a municipality or special district (for example: Flood Control). The direct assessments are charges for services provided by your city, special districts or may include penalty or fee charges for failure to comply with a local requirement or State law. This charge is placed on the Annual Tax Bill. For example: if there are requirements from a city to have weed or brush clearance for your property each year and it is not completed by the property owner, the city will clear the property for a charge.

If there is a correction of a direct assessment during the current tax year, the agency responsible for the change will notify the Los Angeles County **AUDITOR-CONTROLLER'S** office to adjust the charge. If the charge is invalid or if the charge for a service is disputed, the owner of the property should contact the agency directly. The agency's contact telephone number can be found on the front of the tax bill or by calling the Los Angeles County **AUDITOR-CONTROLLER'S** office at 1(213) 974-8368 or 1(888) 807-2111 or by email at **propertytax@auditor.lacounty.gov**.

If the first installment has been paid or the first installment penalty date has passed, the Adjusted Tax Bill will change the amount due for the second installment accordingly. If neither installment has been paid nor the first installment penalty date has not passed, the bill will provide adjusted installment amounts and penalty dates.

For information on a refund from a value reduction, please contact the Los Angeles County **AUDITOR-CONTROLLER'S** office at 1(213) 974-8368 or 1(888) 807-2111 or by email at **propertytax@auditor.lacounty.gov**.

For information on a refund from a direct assessment adjustment, please contact the Direct Assessment agency directly.

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School district parcel tax exemption information is available online at **ttc.lacounty.gov**.

HOW TO CONTACT OUR OFFICE

Visit us	225 North Hill Street, First Floor Lobby, Los Angeles, CA 90012
Call us	1(213) 974-2111 if outside of Los Angeles County, or 1(888) 807-2111, if in Los Angeles County. Anyone who is hearing impaired and has TDD equipment may leave a message at 1(213) 974-2196 or use California Relay Services 1(800) 735-2929.
E-mail us	info@ttc.lacounty.gov
Fax us:	1(213) 620-7948
Write us:	Treasurer and Tax Collector, P.O. Box 512102 Los Angeles, CA 90051-0102
Website:	propertytax.lacounty.gov

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LOS ANGELES COUNTY ASSESSMENT APPEALS BOARD

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Applications may be filed online at: **lacaab.lacounty.gov**.

The Los Angeles County Assessment Appeals Board is located at:
500 West Temple St., Room B4, Los Angeles, CA 90012;
Telephone numbers: 1(213) 974-1471; 1(888) 807-2111; 1(800) 735-2929 (TDD);
Website: **propertytax.lacounty.gov**

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SEND THIS STUB WITH YOUR 2nd INSTALLMENT PAYMENT

OR

SAVE MONEY! SAVE TIME! PAY ONLINE at propertytax.lacounty.gov

PLEASE DO NOT SEND CORRESPONDENCE WITH YOUR PAYMENT

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2021 SUPPLEMENTAL SECURED PROPERTY TAX BILL 2021

CITIES, COUNTY, SCHOOLS AND ALL OTHER TAXING AGENCIES IN LOS ANGELES COUNTY

SUPPLEMENTAL SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2021 TO JUNE 30, 2022

KEITH KNOX, TREASURER AND TAX COLLECTOR

FOR ASSISTANCE CALL 1(213) 974-2111 OR 1(888) 807-2111, ON THE WEB AT propertytax.lacounty.gov

ASSESSOR'S ID. NO. YR SEQ CK

DETAIL OF TAXES DUE FOR **8734 011 009 21 010 44**

PROPERTY IDENTIFICATION

ASSESSOR'S ID.NO.: 8734 011 009 21 010
TRANSFER/NEW CONSTRUCTION DATE: 01-12-21

MAILING ADDRESS

AMPHIL GROUP LLC
21002 STODDARD WELLS RD
WALNUT CA 91789-1371

AGENCY	RATE	AMOUNT
GENERAL TAX LEVY		$ 3,732.00
VOTED INDEBTEDNESS		
UNIFIED SCHOOLS	.109049	406.97
COMMNTY COLLEGE	.044588	166.40
METRO WATER DIST	.003500	13.06

ELECTRONIC FUND TRANSFER (EFT) NUMBER

IO#:19 8734 011 009 3 YEAR:21 SEQUENCE:010 4
PIN: LUVAXU

FULL YEAR SUPPLEMENTAL TAXES DUE	$4,318.43
PRORATION FACTOR SEE TEXT AUDITOR CONTROLLER	1.00
PRORATED SUPPLEMENTAL TAXES	$4,318.43

SPECIAL INFORMATION

FOR THE FOLLOWING REASON: THIS SUPPLEMENTAL ASSESSMENT IS IN COMPLIANCE WITH ARTICLE 13A OF THE CALIFORNIA CONSTITUTION. IT REFLECTS THE INCREASE IN YOUR PROPERTY TAXES DUE TO COMPLETION OF NEW CONSTRUCTION OCCURRING 01-12-21.
SUPPLEMENTAL BILL DUE TO NEW CONSTRUCTION

DELINQUENT TAX INFORMATION
YOU HAVE A PRIOR DELINQUENCY.
SEE THE BACK OF THIS BILL FOR MORE INFORMATION.

ADDITIONAL CHARGES NOT SUBJECT TO PRORATION

SUPPLEMENTAL TAXES DUE		$4,318.43
FIRST INSTALLMENT TAXES DUE	12/31/21	$2,159.22
SECOND INSTALLMENT TAXES DUE	04/30/22	$2,159.21

PROPERTY LOCATION AND/OR PROPERTY DESCRIPTION

19650 CHALINA DR WALNUT CA
*TR=27355 LOT 11

VALUATION INFORMATION

ROLL YEAR 21-22	CURRENT ASSESSED VALUE	PRIOR ASSESSED VALUE	NET ASSESSED VALUE
LAND	557,544	557,544	
IMPROVEMENTS	575,686	202,486	373,200
TOTAL			373,200
LESS EXEMPTION:			
NET SUPPLEMENTAL VALUE			373,200

ATTENTION: OTHER TAXES HAVE BEEN LEVIED ON THIS PROPERTY FOR THE 2021-2022 FISCAL YEAR AND ARE UNPAID. PLEASE CONTACT THE TAX COLLECTOR'S OFFICE FOR A SUBSTITUTE BILL SHOWING THE OUTSTANDING AMOUNT(S) AND DUE DATE(S).

ASSESSOR'S REGIONAL OFFICE

REGION #06 INDEX: TRA:08441
EAST DISTRICT OFFICE
1190 DURFEE AVE.
SOUTH EL MONTE CA 91733
(626)258-6001
PRINT NO.: 2358 AUTH. NO.:000000 BA
MAILED BY: 11-04-21

ANY RETURNED PAYMENT MAY BE SUBJECT TO A FEE UP TO $50.00

DETACH AND MAIL THIS STUB WITH YOUR 2ND INSTALLMENT PAYMENT
DO NOT INCLUDE NOTES WITH YOUR PAYMENT
DO NOT STAPLE, TAPE OR CLIP PAYMENT STUB OR CHECK

PRIOR DELINQUENCY **SUPPLEMENTAL 2021**

ASSR CHANGE SUP 000000 BA

ASSESSOR'S ID. NO. YR SEQ CK PK
8734 011 009 21 010 44 2

AMPHIL GROUP LLC
21002 STODDARD WELLS RD
WALNUT CA 91789-1371

INDICATE AMOUNT PAID

2ND INSTALLMENT DUE
$2,159.21

PAYMENT DUE 04/30/22
IF NOT RECEIVED OR POSTMARKED BY 04/30/22
REMIT AMOUNT OF $2,385.13

MAKE PAYMENT PAYABLE TO:
Please write the ASSESSOR'S ID. NO.
on the lower left corner of your payment.

74462

04/30/22
LOS ANGELES COUNTY TAX COLLECTOR
P.O. BOX 60186
LOS ANGELES, CA 90060-0186

2272101048734011009000021592100002385134622050 2

2ND

DETACH AND MAIL THIS STUB WITH YOUR 1ST INSTALLMENT PAYMENT
DO NOT INCLUDE NOTES WITH YOUR PAYMENT
DO NOT STAPLE, TAPE OR CLIP PAYMENT STUB OR CHECK

PRIOR DELINQUENCY **SUPPLEMENTAL 2021**

ASSR CHANGE SUP 000000 BA

ASSESSOR'S ID. NO. YR SEQ CK PK
8734 011 009 21 010 44 1

AMPHIL GROUP LLC
21002 STODDARD WELLS RD
WALNUT CA 91789-1371

INDICATE AMOUNT PAID

1ST INSTALLMENT DUE
$2,159.22

PAYMENT DUE 12/31/21
IF NOT RECEIVED OR POSTMARKED BY 12/31/21
REMIT AMOUNT OF $2,375.14

MAKE PAYMENT PAYABLE TO:
Please write the ASSESSOR'S ID. NO.
on the lower left corner of your payment.

44475

12/31/21
LOS ANGELES COUNTY TAX COLLECTOR
P.O. BOX 60186
LOS ANGELES, CA 90060-0186

2142101048734011009000021592200002375144751123 1

1ST

COS - T1SUPP (06/2021) - LATE0130

HOW YOUR SUPPLEMENTAL TAX BILL IS CREATED AND WHAT OFFICE TO CONTACT FOR ADDITIONAL INFORMATION.

California State law requires the reassessment of property as of the first day of the month following an ownership change, or the completion of new construction.

Typically, new construction is any substantial addition to real property (e.g., adding a new room, pool, or garage) or any substantial alteration which restores a building, room, or other improvement to the equivalent of being new (e.g., completely renovating an outdated kitchen).

The Los Angeles County **ASSESSOR** first determines the new value of the property based on current market values. The Assessor then calculates the difference between the new value (set at the time of purchase or completion of new construction) and the old value set on January 1 for the preceding fiscal year period, July 1 through June 30. The result is the supplemental assessment value.

The Supplemental Tax Bill is sent in addition to the Annual Tax Bill and both must be paid by the date shown on the bill. If you purchase and then sell the property within a short period of time, the Supplemental Tax Bill you receive should cover only those months during which you owned the property, and the new owner should receive a separate Supplemental Tax Bill. If you require additional information on supplemental assessments, please contact your nearest Assessor's regional office at the address and telephone number shown on the front of this bill; call 1(213) 974-3211 or toll free 1(888) 807-2111; or visit **propertytax.lacounty.gov**.

After the new value and proration period is established, the Los Angeles County **AUDITOR-CONTROLLER** computes the taxes based on the prorated time period and the new value. If the value was increased, the new tax amount is based on the new difference between the prior and current value. If the value decreased, negative amounts are reflected to indicate a refund has been or will be issued. Supplemental taxes are adjusted by a proration factor to reflect that portion of the tax year remaining effective on the first day of the month following the date on which change of ownership, or completion of construction occurred. The factors from the following table are used in determining the prorated tax amount.

***Current Roll Supplemental Tax to be multiplied by:**

If effective date is on or after January 1, 1997

July	1.00	**January	.50
August	.92	**February	.42
September	.83	**March	.33
October	.75	**April	.25
November	.67	**May	.17
December	.58	June	.08

Definitions:
*Current Roll means the roll for the fiscal year (July 1 - June 30).
**If the change of ownership or completion of new construction was effective during one of these months, you will receive another Supplemental Tax Bill for the succeeding fiscal year.

Information about the computation of charges not subject to proration, taxes, refunds or negative tax values should be directed to the Los Angeles County **AUDITOR-CONTROLLER** 1(213) 974-8368 or 1(888) 807-2111, or by email at **propertytax@auditor.lacounty.gov**.

The Los Angeles County **TREASURER AND TAX COLLECTOR** mails Supplemental Tax Bills throughout the tax year. As a result, Supplemental Tax Bill due dates vary. If the bill is mailed between July 1 and October 31, the taxes become delinquent at 5:00 PM on December 10 for the first installment and 5:00 PM on April 10 for the second installment (the same delinquency schedule as for the Annual Tax Bills mailed on or before November 1).

If the bill is mailed between November 1 and June 30, the delinquency date is printed on the bill. The first installment is delinquent at 5:00 PM on the last day of the month following the month in which the bill was mailed. The second installment is delinquent at 5:00 PM on the last day of the fourth month after the first installment delinquency date.

If the front of this bill has the notation **"Prior Delinquency"**, this is to alert you that taxes from a previous year are unpaid. The amount of the delinquency is **not** included in this bill. If the delinquency continues for 3 years for commercial properties or unimproved vacant residential lots, or 5 years for residential or agricultural properties, your property can be sold at a public auction. You can prevent this by either paying the delinquency in full or, if you qualify, by establishing a five-year payment plan. For more information, contact the Los Angeles County **TREASURER AND TAX COLLECTOR'S** office.

IF YOUR MORTGAGE LENDER PAYS YOUR ANNUAL TAXES, DO NOT ASSUME THEY WILL PAY THIS BILL, AS TYPICALLY THEY DO NOT RECEIVE NOR PAY SUPPLEMENTAL TAX BILLS. YOU SHOULD CONTACT THEM IMMEDIATELY.

School district parcel tax exemption information is available online at **ttc.lacounty.gov**.

HOW TO CONTACT OUR OFFICE

Visit us:	225 North Hill Street, First Floor Lobby, Los Angeles, CA 90012
Call us:	1(213) 974-2111, if outside of Los Angeles County, or 1(888) 807-2111, if in Los Angeles County. Anyone who is hearing impaired and has TDD equipment may leave a message at 1(213) 974-2196 or use California Relay Services 1(800) 735-2929.
E-mail us:	**info@ttc.lacounty.gov**
Fax us:	1(213) 620-7948
Write us:	Treasurer and Tax Collector, P.O. Box 512102 Los Angeles, CA 90051-0102
Website:	**propertytax.lacounty.gov**

Si usted requiere información en Español acerca de los impuestos de su propiedad, por favor llame al 1(213) 974-2111 o al 1(888) 807-2111. Operadoras que hablan Español le ayudarán. También puede visitar nuestra página de Web al **propertytax.lacounty.gov**.

LOS ANGELES COUNTY ASSESSMENT APPEALS BOARD

The property taxes you pay are primarily based on your property's assessed value as determined by the Los Angeles County Assessor. If you disagree with the assessed value placed on your property, you can file an appeal with the Assessment Appeals Board **during the filing periods stated below**.

The application filing periods for assessment appeals are:

Regular Assessments - filing date is July 2 to November 30.

Supplemental / Adjusted / Escape / Roll Corrections - filing date is within 60 days after the mailing date on the Notice of Assessed Value Change or Supplemental / Adjusted / Escape Assessments Tax Bill.

Misfortune & Calamity Reassessments - file within six months of the mailing date of the Assessor's proposed reassessment notice due to property damaged by misfortune or calamity.

Applications may be filed online at: **lacaab.lacounty.gov**.

The Los Angeles County Assessment Appeals Board is located at 500 West Temple St., Room B4, Los Angeles, CA 90012; Telephone numbers: 1(213) 974-1471; 1(888) 807-2111; 1(800) 735-2929 (TDD); Website: **propertytax.lacounty.gov**.

Electronic Check Processing - When you provide a check as payment, you authorize the County of Los Angeles to either use information from your check to make a one-time electronic fund transfer from your bank account or process the payment as a check transaction. If we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. The transaction will appear on your bank statement as "LA Co TTC Paymnt."

SEND THIS STUB WITH YOUR 2nd INSTALLMENT PAYMENT

OR

SAVE MONEY! SAVE TIME! PAY ONLINE at propertytax.lacounty.gov

PLEASE DO NOT SEND CORRESPONDENCE WITH YOUR PAYMENT

Electronic Check Processing - When you provide a check as payment, you authorize the County of Los Angeles to either use information from your check to make a one-time electronic fund transfer from your bank account or process the payment as a check transaction. If we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. The transaction will appear on your bank statement as "LA Co TTC Paymnt."

SEND THIS STUB WITH YOUR 1st INSTALLMENT PAYMENT

OR

SAVE MONEY! SAVE TIME! PAY ONLINE at propertytax.lacounty.gov

PLEASE DO NOT SEND CORRESPONDENCE WITH YOUR PAYMENT

SSA NE ASSETS, LLC'S PROOF OF CLAIM

Fill in this information to identify the case:	
Debtor 1	Amphil Group, LLC
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court for the:	Central District of California
Case number	21-18014-VZ

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

SSA NE Assets, LLC
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☑ No
☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Tanya Behnam, Polsinelli LLP Name	Joseph Cavagnaro, Special Service America Name
2049 Century Park East, Suite 2900 Number Street	150 Great Neck Road, Suite 102 Number Street
Los Angeles CA 90067 City State ZIP Code	Great Neck NY 11021 City State ZIP Code
Contact phone 310-556-6763	Contact phone 212-256-8442
Contact email tbehnam@polsinelli.com	Contact email jc@specialserviceamerica.com

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☑ No
☐ Yes. Who made the earlier filing?

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
☑ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $ 1,461,946.97 . **Does this amount include interest or other charges?**
☐ No
☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Commercial mortgage loan - see addendum

9. **Is all or part of the claim secured?**
☐ No
☑ Yes. The claim is secured by a lien on property.
Nature of property:
☑ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: Recorded mortgage
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: $ _____
Amount of the claim that is secured: $ 1,461,946.97
Amount of the claim that is unsecured: $ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: $ _____
Annual Interest Rate (when case was filed) 45.00 %
☑ Fixed
☐ Variable

10. **Is this claim based on a lease?**
☑ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. $ _____

11. **Is this claim subject to a right of setoff?**
☑ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐ Wages, salaries, or commissions (up to $13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Executed on date 11/11/2021
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name: Joseph (First name) Cavagnaro (Last name)

Title: Authorized Signatory

Company: SSA NE Assets, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 150 Great Neck Road, Suite 102
Number Street
Great Neck NY 11021
City State ZIP Code

Contact phone: 212-256-8442 Email: jc@specialserviceamerica.com

POLSINELLI LLP
Randye B. Soref (SBN 99146)
Tanya Behnam (SBN 322593)
2049 Century Park East, Suite 2900
Los Angeles, CA 90067
Telephone: 310.556.1801
Facsimile: 310.556.1802
Email: rsoref@polsinelli.com
Email: tbehnam@polsinelli.com

Attorneys for SSA NE Assets, LLC

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

In Re:	Case No. 2:21-bk-18014-VZ
Amphil Group, LLC,	Chapter 11
Debtor.	

ADDENDUM TO PROOF OF CLAIM

SSA NE Assets, LLC ("**SSA**") hereby submits this Addendum to its Proof of Claim and states as follows:

1. On October 18, 2021 (the "**Petition Date**"), Amphil Group LLC ("**Debtor**") filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Central District of California.

2. Prior to the Petition Date, Debtor entered into a commercial mortgage loan transaction (the "**Loan**") with Triumph Capital Partners Inc. ("**Original Lender**").

3. The Loan is evidenced in part by that certain Commercial Non-Revolving Line of Credit Promissory Note, dated as of May 26, 2017 (the "**Note**"), in the original principal amount

of $886,000.00, executed and delivered by Debtor in favor of Original Lender. A true and correct copy of the Note is attached hereto as **Exhibit 1**.

4. To secure the indebtedness owed under the Note, Debtor executed and delivered to Original Lender that certain Open-End Commercial Deed of Trust, Security Agreement, and Fixture Filing (the "**Security Instrument**"), pursuant to which Debtor granted to Original Lender a security interest in and lien upon certain real property and improvements thereon, located at 19650 Chalina Drive, Walnut, CA 91789 (the "**Property**"). The Security Instrument was duly recorded in the Official Records, Recorder's Office, Los Angeles County, California, on May 30, 2017 as Instrument No. 20170592686. A true and correct copy of the Security Instrument is attached hereto as **Exhibit 2**.

5. The Note, the Security Instrument, and all other documents further securing, evidencing, or executed in connection with the Loan are referred to collectively herein as the "**Loan Documents**."

6. Original Lender assigned the Loan Documents by way of Assignment of Mortgage, to Toorak Repo Seller I Trust ("**Toorak**"), which was recorded on April 19, 2019 in the Official Records, Recorder's Office, Los Angeles County, California, as Instrument No. 20190353074. A true and correct copy of the recorded assignment from Original Lender to Toorak is attached hereto as **Exhibit 3**.

7. Toorak thereafter assigned the Loan Documents to SSA by way of Assignment of Deed of Trust, dated February 16, 2021, and recorded on February 18, 2021 in the Official Records, Recorder's Office, Los Angeles County, California, as Instrument No. 20210270053. A true and correct coy of the recorded assignment from Toorak to SSA is attached hereto as **Exhibit 4**.

8. SSA is the current owner and holder of the Note, the Security Instrument, and all other Loan Documents.

9. Debtor defaulted under the Loan Documents by failing to make payments due and owing under the Note and the Loan Documents. SSA notified Debtor of its default by way of letter dated April 23, 2021.

10. Regular interest under the Note accrues at a rate of 11.25% per annum. Default interest under the Note accrues at a rate of 33.75% per annum. Interest is therefore accruing at the rate of 45% per annum.

11. As of the Petition Date, the total amount due and owing to SSA was $1,461,946.97 (the "**Prepetition Debt**").

12. A true and correct copy of the itemized statement showing the Prepetition Debt, as pursuant to Bankruptcy Rule 3001(c)(2)(A), is attached hereto as **Exhibit 5**.

13. Interest and default interest have continued to accrue since the Petition Date. As of November 30, 2021, the total amount due and owing to SSA is $1,509,569.47.

14. Regular interest continues to accrue at a *per diem* rate of $276.88. Default interest continues to accrue at a *per diem* rate of $830.63.

15. SSA reserves the right to amend and/or supplement this Proof of Claim to revise its claim and/or any additional claims it may have against Debtor and its estate and, specifically, to assert that any portion of this claim is properly payable as an administrative expense. SSA also reserves all other rights, including the right to jury trial and its right to set off and/or recoupment against the Debtor.

16. All notices with respect to this claim should be sent to:

Tanya Behnam
Polsinelli LLP
2049 Century Park East, Suite 2900
Los Angeles, CA 90067
tbehnam@polsinelli.com

EXHIBIT "1"

AMPHIL GROUP, LLC
$886,000.00
May 26, 2017

COMMERCIAL NON- REVOLVING LINE OF CREDIT PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, **AMPHIL GROUP, LLC** a California limited liability company having an address at **21002 Stoddard Wells Road, Walnut, CA 91789** (the "Maker"), promises to pay to the order of **TRIUMPH CAPITAL PARTNERS INC,** a California corporation at its principal place of business at 662 Encinitas Blvd, Suite 208, Encinitas, CA 92024 ("Lender"), or at such other place as the holder hereof may designate, the principal sum of up to **Eight Hundred Eighty Six Thousand and 00/100 dollars ($886,000.00)** ("Maximum Principal Amount"), or so much as may be advanced hereunder, with interest on said unpaid balance from time to time outstanding computed from the date advanced (the Commencement Date") as hereinafter set forth, together with all taxes assessed upon this Note and together with any costs, expenses, and reasonable attorneys' fees incurred in the collection of this Note or in protecting, maintaining, or enforcing its security interest or any mortgage securing this Note or upon any litigation or controversy affecting this Note or the security given therefor, including, without limitation, proceedings under the Federal Bankruptcy Code.

1. **Payments.** Principal and interest hereunder shall be payable as follows:

A. From the date hereof, interest on the face amount of this Note shall accrue at the rate of 11.25% per annum, for the period from the date hereof to and including May 31, 2017 shall be payable at the closing of the loan.

B. The rate of interest of this Note, which shall remain effective until an Event of Default (as defined below), shall be fixed at 11.25% per annum. Interest on this Note shall be calculated on the basis and paid for the actual number of days elapsed during the period for which interest is due.

C. Beginning on **July 01, 2017** and continuing on the 1st day of each and every month thereafter through and including the payment due on **June 01, 2018** (as hereinafter defined), Maker shall make payments of interest only, in arrears, in the amount of Eight Thousand Three Hundred Six and 25/100 dollars ($8,306.25).

D. If not sooner paid, the entire principal amount of this Note, together accrued interest and with all other sums due hereunder, shall be due and payable in full on **June 01, 2018** (the "Maturity Date"). It is understood and agreed by Maker that if sufficient prepayments of principal have not been made, a balloon payment will be due on the Maturity Date.

E. All payments received will be credited first to late charges and costs hereunder, then to interest accrued at the applicable interest rate hereinafter set forth, with the balance on account of principal.

F. At no time shall the interest rate exceed the maximum rate permitted by the usury statutes governing this Note, if any. If, by application of the above interest rate formula, the interest rate would exceed and violate such usury statutes, interest shall accrue at the maximum rate permitted by law.

2. Advances. All advances made hereunder will be made in accordance with the terms of the Loan Agreement of even date.

3. Security. This Note is secured by a first priority Commercial Deed of Trust, Securing Future Advances (the "Mortgage") on that certain piece or parcel of real properties known as **19650 Chalina Drive, Walnut, CA 91789**, being more specifically described in said Mortgage.

4. Default. If any of the following events occur (which is an "Event of Default"), Lender may declare the entire outstanding principal balance hereof, together with any other amounts that Maker owes to Lender, to be immediately due and payable:

a. Maker fails to pay any installment of principal and/or interest or any other charges due under this Note within five (5) days after the same becomes due and payable;

b. Maker defaults in any other obligations, liabilities, or indebtedness with Lender (whether now existing or hereafter arising);

c. Maker sells, leases, or otherwise disposes of all or substantially all of its property, assets, or business, or if Maker ceases any of its business operations, dissolves, or commences reorganization;

d. Makers makes or takes any action to make a general assignment for the benefit of its creditors or becomes insolvent or has a receiver, custodian, trustee in Bankruptcy, or conservator appointed for it or for substantially all or any of its assets;

e. Makers files or becomes the subject of a petition in Bankruptcy or upon the commencement of any proceeding or action under any Bankruptcy laws, insolvency laws, relief of debtors laws, or any other similar law affecting Maker, provided, however, that Maker shall have sixty (60) days from the filing of any involuntary petition in Bankruptcy to have the same discharged and dismissed;

f. Upon the failure by Maker to observe or perform, or upon default in, any covenants, agreements, or provisions in the Mortgage, Loan Agreement or in any other instrument, document, or agreement, executed and/or delivered in connection herewith or therewith;

g. Any representation or statement made herein or any other representation or statement made or furnished to Lender by Maker was materially incorrect or misleading at the time it was made or furnished;

h. In the event of any material adverse change in the financial condition of Maker or any guarantor of the loan; or

i. Upon the death of any guarantor of the loan.

5. Default Rate. After the occurrence of an Event of Default, interest will accrue at the lesser of **(i) 45%** per annum or **(ii)** the Maximum Rate (as defined in Section 14 below) allowed by applicable law. Interest will continue to accrue at the default rate after judgment until the Note is paid in full.

6. Prepayment. Provided that Maker is not in default hereunder, Maker may prepay all or any portion of the unpaid principal balance of this Note at any time. All prepayment shall be applied first to any costs or charges due hereunder, then to interest due and owing hereunder, and then to principal then outstanding, in inverse order of maturity.

7. Late Charge. It is further agreed that the holder hereof may collect a late charge equal to ten percent (10%) of any payment required hereunder the greater of, One Hundred Dollars ($100.00) or including the final payment, or required under any security agreement, mortgage, or any other instrument, document, or agreement executed and/or delivered in connection herewith which is not paid within ten (10) days of the due date thereof. This late charge is to cover the extra expenses involved in handling delinquent payments and is not to be construed to cover other costs and attorneys' fees incurred in any action to collect this Note or to foreclose the mortgage securing the same. This provision shall not affect or limit the holder's rights or remedies with respect to any Event of Default.

8. Lien/Set Off. Maker hereby gives the holder hereof a lien and right of set off for all of Maker's liabilities to the holder hereof or Lender upon and against all deposits, credits, and other property of Maker now or hereafter in the possession or control of the holder hereof, or in transit to it, excepting however, funds held in trust by Maker. All payments shall be made in lawful currency of the United States of America in immediately available funds, without abatement, counterclaim, or set-off, and free and clear of, and without any deduction or withholding for, any taxes or other matters.

9. Purpose of Loan. Maker represents and warrants that the proceeds of this Note are to be used solely for business and commercial purposes and not at all for any personal, family, household, or other noncommercial or farming or agricultural purposes. Maker acknowledges that Lender is making this loan to Maker in reliance upon the above representation by Maker. The above representation by Maker will survive the closing of this loan and repayment of amounts due to Lender hereunder.

10. Other Obligations. To the extent that the outstanding balance of this Note is reduced or paid in full by reason of any payment to Lender by an accommodation maker, endorser, or guarantor, and all or any part of such payment is rescinded, avoided, or recovered from Lender for any reason whatsoever, including, without limitation, any proceedings in connection with the insolvency, bankruptcy, or reorganization of the accommodation maker, endorser, or guarantor, the amount of such rescinded, avoided, or returned payment shall be added to or, in the event this Note has been previously paid in full, shall revive the principal balance of this Note upon which interest may be charged at the applicable rate set forth in this Note and shall be considered part of the outstanding balance of this Note and all terms and provisions herein shall thereafter apply to the same.

11. Waiver. MAKER (AND EACH AND EVERY ENDORSER, GUARANTOR, AND SURETY OF THIS NOTE) ACKNOWLEDGES THAT THE LOAN EVIDENCED BY THIS NOTE IS A COMMERCIAL TRANSACTION, AND HEREBY VOLUNTARILY AND KNOWINGLY WAIVES THE RIGHT TO NOTICE AND HEARING UNDER APPLICABLE CALIFORNIA GENERAL STATUTES, OR ANY SUCCESSOR STATUTE OF SIMILAR IMPORT, WITH RESPECT TO ANY PREJUDGMENT REMEDY AS DEFINED THEREIN, AND FURTHER WAIVES DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST AND NOTICE OF ANY RENEWALS OR EXTENSIONS OF THIS NOTE, AND ALL RIGHTS UNDER ANY STATUTE OF LIMITATIONS, AND AGREES THAT THE TIME FOR PAYMENT OF THIS NOTE MAY BE CHANGED AND EXTENDED AS PROVIDED IN SAID MORTGAGE OR ANY SECURITY AGREEMENT, WITHOUT IMPAIRING MAKER'S LIABILITY THEREON, AND FURTHER CONSENTS TO THE RELEASE OF ALL OR ANY PART OF THE SECURITY FOR THE

PAYMENT HEREOF, OR THE RELEASE OF ANY PARTY LIABLE FOR THIS OBLIGATION WITHOUT AFFECTING THE LIABILITY OF THE OTHER PARTIES HERETO. ANY DELAY ON THE PART OF THE HOLDER HEREOF IN EXERCISING ANY RIGHT HEREUNDER SHALL NOT OPERATE AS A WAIVER OF ANY SUCH RIGHT, AND ANY WAIVER GRANTED FOR ONE OCCASION SHALL NOT OPERATE AS A WAIVER IN THE EVENT OF ANY SUBSEQUENT DEFAULT. MAKER FURTHER WAIVES TRIAL BY JURY AND ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY, AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THE WAIVER BY ITS ATTORNEY.

12. Binding Effect. This Note shall be binding on Maker, its successors and assigns and shall inure to the benefit of Lender, any holder hereof, its successors and assigns.

13. Governing Law. This Note shall be governed by, and construed in accordance with, the laws of the State of California. The Maker acknowledges and agrees that the transaction evidenced by this Note was negotiated and accepted in the State of California and the performance of the obligations hereunder shall be deemed to be performed in the State of California.

14. Joint and Several. Should this Note be signed by more than one Maker, references in this Note to Maker in the singular shall include the plural and all obligations herein contained shall be joint and several of each signer hereof.

15. Maximum Rate. Notwithstanding anything to the contrary contained herein, under no circumstances shall the aggregate amount paid or agreed to be paid hereunder exceed the highest lawful rate permitted under applicable usury law (the "Maximum Rate") and the payment obligations of Maker under this Note are hereby limited accordingly. If under any circumstances, whether by reason of advancement or acceleration of the maturity of the unpaid principal balance hereof or otherwise, the aggregate amounts paid on this Note shall include amounts which by law are deemed interest and which would exceed the Maximum Rate, Maker stipulates that payment and collection of such excess amounts shall have been and will be deemed to have been the result of a mistake on the part of both Maker and the holder of this Note, and the party receiving such excess payments shall promptly credit such excess (to the extent only of such payments in excess of the Maximum Rate) against the unpaid principal balance hereof and any portion of such excess payments not capable of being so credited shall be refunded to Maker.

16. Rights Cumulative. The rights and remedies of Lender shall be cumulative and not in the alternative, and shall include all rights and remedies granted herein, in any document referred to herein or executed and/or delivered in connection herewith, and under all applicable laws, and the exercise of any one or more of them will not be a waiver of any other.

17. Severability. If any term, clause, or provision hereof shall be adjudged to be invalid or unenforceable by a court of appropriate jurisdiction, the validity and enforceability of the remainder shall not affected thereby and each such term, clause, or provision shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned have executed this Commercial Non-Revolving Line of Credit Promissory Note as of May 26, 2017.

BORROWER
AMPHIL GROUP, LLC

By: _____
Name: Darwin D. Viado
Title: Member

By: _____
Name: Basillo T. Terrenal
Title: Member

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the

individual who signed the document to which this certificate is attached, and not the truthfulness,

accuracy, or validity of that document.

State of California

County of Los Angeles

On May 25th 2017 before me, Nerissa Moquel A Notary Public personally appeared Darwin D. Viado, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nerissa Moquel

NERISSA MOQUEL
Commission # 2036179
Notary Public - California
San Bernardino County
My Comm. Expires Aug 9, 2017

(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the

individual who signed the document to which this certificate is attached, and not the truthfulness,

accuracy, or validity of that document.

State of California

County of Los Angeles

On May 25th 2017 before me, Nerissa Moguel A Notary Public personally Basillo T. Terrenal, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nerissa Moguel

NERISSA MOGUEL
Commission # 2036179
Notary Public - California
San Bernardino County
My Comm. Expires Aug 9, 2017

(Seal)

ALLONGE TO NOTE

LOAN NUMBER: 17TCP0987

NOTE DATE: 05/26/2017

BORROWER: Amphil Group LLC, a California Limited Liability Company

ORIGINAL LOAN AMOUNT: $886,000.00

PAY TO THE ORDER OF Triumph Capital Partners, LLC, without recourse, representation, or warranty, express or implied.

Triumph Capital Partners, Inc.,
a California Corporation

By:
Name: Oliver Austria
Title: President

ALLONGE TO NOTE

LOAN NUMBER: 17TCP0987

NOTE DATE: 05/26/2017

BORROWER: Amphil Group LLC, a California Limited Liability Company

ORIGINAL LOAN AMOUNT: $886,000.00

PAY TO THE ORDER OF *TOORAK REPO SELLER I TRUST*, a statutory trust organized and existing under the laws of the State of Delaware, without recourse, representation or warranty, express or implied.

Triumph Capital Partners, LLC
a Delaware Limited Liability Company as Seller

By: Triumph Capital Partners, Inc
Its: Managing Member

By: _____

Name: Oliver Austria
Title: President

EXHIBIT "C"

ALLONGE

ALLONGE TO NOTES(S) MORE FULLY DESCRIBED ON EXHIBIT A ATTACHED HERETON AND MADE A PART HEREOF.

Pay to the order of _____, a _____ without recourse.

Dated: _____, 201__

TOORAK REPO SELLER I TRUST

By: _____
Name: Brian D. Naill
Title: Trust Officer

EXHIBIT "2"

This page is part of your document - DO NOT DISCARD

20170592686

Pages: 0026

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

05/30/17 AT 08:00AM

FEES:	115.00
TAXES:	0.00
OTHER:	0.00
PAID:	115.00

LEADSHEET

201705300130008

00013772764

008357924

SEQ:
02

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

E08_170530_5

0017

FOR REFERENCE ONLY: 20170592686
RECORDING REQUESTED BY:
WFG NATIONAL TITLE COMPANY

711-0324

After Recording Return to:

AMPHIL GROUP, LLC
$886,000.00
May 26, 2017

Triumph Capital Partners Inc.
662 Encinitas Blvd, Suite 208
Encinitas, CA 92024

OPEN-END COMMERCIAL DEED OF TRUST, SECURITY AGREEMENT, AND FIXTURE FILING

KNOW ALL MEN BY THESE PRESENTS that **AMPHIL GROUP, LLC** a California limited liability company having an office at **21002 Stoddard Wells Road, Walnut, CA 91789** ("Trustor" or "Borrower", as the case maybe), in consideration of the debt and trust hereinafter mentioned does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN, and CONVEY and WARRANT in trust unto Susan Brooke Thompson, Esq., 1241 Johnson Avenue #217, San Luis Obispo, CA 93401, the following described property for the benefit of **TRIUMPH CAPITAL PARTNERS INC.**, a California corporation at its principal place of business at 662 Encinitas Blvd, Suite 208, Encinitas, CA 92024 ("Beneficiary" or "Lender", as the case maybe):

(A) All right, title and interest in and to those premises more commonly known as **19650 Chaliua Drive, Walnut, CA 91789** which is more particularly described in **SCHEDULE A** (the "Premises") which is attached hereto and made a part hereof;

(B) TOGETHER WITH (1) all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Premises, and (2) all building materials, supplies and other property stored at or delivered to the Premises or any other location for incorporation into the improvements located or to be located on the Premises, and all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever now or hereafter owned by the Trustor and located in or on, or attached to, and used or intended to be used in connection with, or with the operation of, or the occupancy of, the Premises, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by the Trustor, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and all of the right, title and interest of the Trustor in and to such personal property which, to the fullest extent permitted by law, shall be conclusively deemed fixtures and a part of the real property encumbered hereby (the "Improvements");

(C) TOGETHER WITH (1) all estate, right, title and interest of the Trustor, of whatever character, whether now owned or hereafter acquired, in and to (a) all streets, roads and public places, open or proposed, in front of or adjoining the Premises, and the land lying in the bed of such streets, roads and public places, and (b) all other sidewalks, alleys, ways, passages, strips and gores of land adjoining or used or intended to be used in connection with any of the property described in **paragraphs (A) and (B)** hereof, or any part thereof; and (2) all water courses, water rights, easements, rights-of-way and rights of use or passage, public or private, and all estates, interest, benefits, powers, rights (including, without limitation, any and all lateral support, drainage, slope, sewer, water, air, mineral, oil, gas and subsurface rights), privileges, licenses, profits, rents, royalties, tenements, hereditaments, reversions and subreversions, remainders and subremainders and appurtenances whatsoever in any way belonging, relating or appertaining to any of the property described in **paragraphs (A) and (B)** hereof, or any part thereof, or which hereafter shall in any

After Recording Return to:

AMPHIL GROUP, LLC
$886,000.00
May 26, 2017

Triumph Capital Partners Inc.
662 Encinitas Blvd, Suite 208
Encinitas, CA 92024

OPEN-END COMMERCIAL DEED OF TRUST, SECURITY AGREEMENT, AND FIXTURE FILING

KNOW ALL MEN BY THESE PRESENTS that **AMPHIL GROUP, LLC** a California limited liability company having an office at **21002 Stoddard Wells Road, Walnut, CA 91789** ("Trustor" or "Borrower", as the case maybe), in consideration of the debt and trust hereinafter mentioned does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN, and CONVEY and WARRANT in trust unto Susan Brooke Thompson, Esq., 1241 Johnson Avenue #217, San Luis Obispo, CA 93401, the following described property for the benefit of **TRIUMPH CAPITAL PARTNERS INC.**, a California corporation at its principal place of business at 662 Encinitas Blvd, Suite 208, Encinitas, CA 92024 ("Beneficiary" or "Lender", as the case maybe):

(A) All right, title and interest in and to those premises more commonly known as **19650 Chalina Drive, Walnut, CA 91789** which is more particularly described in **SCHEDULE A** (the "Premises") which is attached hereto and made a part hereof;

(B) TOGETHER WITH (1) all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Premises, and (2) all building materials, supplies and other property stored at or delivered to the Premises or any other location for incorporation into the improvements located or to be located on the Premises, and all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever now or hereafter owned by the Trustor and located in or on, or attached to, and used or intended to be used in connection with, or with the operation of, or the occupancy of, the Premises, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by the Trustor, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and all of the right, title and interest of the Trustor in and to such personal property which, to the fullest extent permitted by law, shall be conclusively deemed fixtures and a part of the real property encumbered hereby (the "Improvements");

(C) TOGETHER WITH (1) all estate, right, title and interest of the Trustor, of whatever character, whether now owned or hereafter acquired, in and to (a) all streets, roads and public places, open or proposed, in front of or adjoining the Premises, and the land lying in the bed of such streets, roads and public places, and (b) all other sidewalks, alleys, ways, passages, strips and gores of land adjoining or used or intended to be used in connection with any of the property described in **paragraphs (A) and (B)** hereof, or any part thereof; and (2) all water courses, water rights, easements, rights-of-way and rights of use or passage, public or private, and all estates, interest, benefits, powers, rights (including, without limitation, any and all lateral support, drainage, slope, sewer, water, air, mineral, oil, gas and subsurface rights), privileges, licenses, profits, rents, royalties, tenements, hereditaments, reversions and subreversions, remainders and subremainders and appurtenances whatsoever in any way belonging, relating or appertaining to any of the property described in **paragraphs (A) and (B)** hereof, or any part thereof, or which hereafter shall in any

WFG TITLE COMPANY OF CALIFORNIA
By: Authorized Signature

EXHIBIT "3"

17TCP0987

This page is part of your document - DO NOT DISCARD

20190353074

Pages: 0007

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

04/19/19 AT 04:03PM

FEES:	53.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	128.00

LEADSHEET

201904191000083

00016480334

009748005

SEQ:
01

SECURE - Daily

THIS FORM IS NOT TO BE DUPLICATED

17TCP0987 - TCP ASSIGNI

FOR REFERENCE ONLY. 20190353074

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

SIMPLIFILE

WHEN RECORDED MAIL TO:

NAME: Triumph Capital Partners, LLC

ADDRESS: 155 S. Highway 101 Ste 7

CITY/STATE/ZIP: Solana Beach, CA 92075

THIS SPACE FOR RECORDER'S USE ONLY

DOCUMENT TITLE

ASSIGNMENT OF MORTGAGE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (Govt. Code 27361.6)
(additional recording fee applies)

ASSIGNMENT OF MORTGAGE

KNOW THAT Triumph Capital Partners, LLC., a Delaware limited liability company at its principal place of business at 662 Encinitas Blvd, Suite 208, Encinitas, CA 92024, ("Assignor") in consideration of Ten ($10.00) or more Dollars, paid by TOORAK REPO SELLER I TRUST, a statutory trust organized and existing under the laws of the State of Delaware, having an office at 51 JFK Parkway, First Floor West, Suite 141, Short Hills NJ 07078 ("Assignee"), hereby assigns, sells, transfers and delivers unto Assignee, those certain Deed of Trust described in Exhibit A (the "Mortgages") annexed hereto and incorporated herein by this reference, covering the premises commonly known as 19650 Chalina Drive, Walnut, CA 91789, designated on the official tax map of Walnut and County of Los Angeles and more particularly described on Exhibit B attached hereto and made a part hereof (the "Premises").

Such Mortgages having been given to secure payment of $886,000.00, which Mortgage is of record in Book, Volume, or Liber No. 20170592686, Recorded on 05/30/2017 of Records of County of LOS ANGELES State of CALIFORNIA, together with the note(s) and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

TOGETHER with the bonds, notes or other obligations described in said mortgages, and the monies due and to grow thereon with interest;

TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns forever.

The Mortgage(s) assigned hereby has not been further assigned except as set forth herein.

[Balance of Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the Assignor has duly executed this assignment as of __ day of June, 2017

ASSIGNOR:

By: Triumph Capital Partners, Inc
Its: Managing Member

By: _____
Name: Oliver Austria
Title: President

STATE OF)
) ss:
COUNTY OF)

On the ___ day of _____, 201__, before me, the undersigned, a Notary Public in and for the State, personally appeared Oliver Austria, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of San Diego)

On June 17, 2017 before me, James E. Holland, a notary public, (here insert name and title of the officer)

personally appeared Oliver Austria

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

JAMES E. HOLLAND
COMM. #2179844
Notary Public - California
San Diego County
My Comm. Expires Jan. 15, 2021

WITNESS my hand and official seal.

Signature _____ (Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Assignment of Ost/Mtg

19650 Chalma - 12 TCP 0897

containing ____ pages, and dated ____

The signer(s) capacity or authority is/are as:

- [ ] Individual(s)
- [ ] Attorney-in-Fact
- [X] Corporate Officer(s) President (Title)
- [ ] Guardian/Conservator
- [ ] Partner - Limited/General
- [ ] Trustee(s)
- [ ] Other

representing: (Name of Person(s) or Entity(ies) Signer is Representing)

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence: (form(s) of identification) (credible witness(es))

Notarial event is detailed in notary journal on:

Page # Entry #

Notary contact:

Other

Additional Signer(s) Signer(s) Thumbprint(s)

© Copyright 2009-2016 Notary Rotary, Inc. PO Box 41150 San Marcos, TX 78611-0107 All Rights Reserved. Item Number 20122 Notary Rotary & Design Reserved. No portion of this form may be reproduced in any form

EXHIBIT A

A Mortgage between Triumph Capital Partners Inc. and Amphil Group, LLC dated May 26, 2017 with regard to the Property located at 19650 Chalina Drive, Walnut, CA 91789 in the Mortgage amount of Eight Hundred Eighty Six Thousand and 00/100 dollars ($886,000.00).

EXHIBIT B

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

Lot 11 of Tract No 27355, in the City of Walnut, County of Los Angeles, State of California as per map recorded in Book 858, Pages 57 to 60 inclusive of Maps, in the Office of the County Recorder of said County Recorder of said County.

Except therefrom all oil, gas, minerals and other hydrocarbon substances, lying below a depth of 500 feet, without the right of surface entry.

APN: 8734-011-009

Property commonly known as: 19650 Chalina Drive, Walnut, CA 91789

EXHIBIT "4"

This page is part of your document - DO NOT DISCARD

20210270053

Pages: 0006

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

02/18/21 AT 08:00AM

FEES:	32.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	107.00

LEADSHEET

202102180280003

00019934499

011837251

SEQ:
01

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

FOR REFERENCE ONLY 20210270053

RECORDING REQUESTED BY:

Flatiron Realty Capital

WHEN RECORDED MAIL TO:

Flatiron Realty Capital
150 Great Neck Road, Suite 102
Great Neck, NY 11021

17TCP0987
180503300

Assignment of Deed of Trust

ASSIGNMENT OF DEED OF TRUST

KNOW THAT TOORAK REPO SELLER I TRUST, a statutory trust organized and existing under the laws of the State of Delaware, having an office at **15 Maple Street, Summit, NJ 07901** ("Assignor") in consideration of Ten ($10.00) or more Dollars, paid by **SSA NE Assets, LLC,** a Delaware limited liability company, having an office at **15 Cuttermill Road, Suite 270, Great Neck, NY 11021** ("Assignee"), hereby assigns, sells, transfers and delivers unto Assignee, those certain Deed of Trusts described in **Schedule A** (the "Deed of Trust") annexed hereto and incorporated herein by this reference, covering the premises commonly known as **19650 Chalina Drive, Walnut, CA 91789,** designated on the official tax map of the County of **Los Angeles** and City of **Walnut** and more particularly described on **Exhibit B** attached hereto and made a part hereof (the "Premises").

Such Deed of Trusts having been given to secure payment of **$886,000.00** together with the note(s) and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such Deed of Trust

TOGETHER with the bonds, notes or other obligations described in said Deed of Trust, and the monies due and to grow thereon with interest;

TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns forever.

The Deed of Trust(s) assigned hereby has not been further assigned except as set forth herein.

This Assignment is not subject to the requirements of section two hundred seventy-five of the Real Property Law because it is an assignment within the secondary mortgage market.

[Balance of Page is Intentionally Left Blank]

ACCOMODATION
This Document delivered to Recorder
As an accomodation only at the
Express request of the parties hereto.
It has not been examined as to
its effect or validity

IN WITNESS WHEREOF, the Assignor has duly executed this assignment as of the 16 day of Feb, 2021.

ASSIGNOR:

TOORAK REPO SELLER I TRUST

By: _____
Name: ANDREW ELMAN
Title: ASSOCIATE PRINCIPAL

STATE OF NEW JERSEY)
) ss:
COUNTY OF UNION)

On the 16 day of Feb, 2021, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

VLAD MARHEFKA
Notary Public - State of New Jersey
My Commission Expires Aug 29, 2024

EXHIBIT A

Deed of Trust dated May 26, 2017 made and executed by Amphil Group LLC to Triumph Capital Partners Inc, in the principal sum of $886,000.00, and recorded in the Los Angeles County Recorder's Office, State of California on May 30, 2017 as Document No. 20170592686.

The above Deed of Trust was assigned by Triumph Capital Partners Inc to Toorak Repo Seller I Trust by an assignment of Mortgage dated June 14, 2017 and recorded in the Los Angeles County Recorder's Office, State of California on April 19, 2019 as Document No. 20190353074.

EXHIBIT B

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

Lot 11 of Tract No 27355, in the City of Walnut, County of Los Angeles, State of California as per map recorded in Book 858, Pages 57 to 60 inclusive of Maps, in the Office of the County Recorder of said County Recorder of said County.

Except therefrom all oil, gas, minerals and other hydrocarbon substances, lying below a depth of 500 feet, without the right of surface entry.

APN: 8734-011-009

Property commonly known as: 19650 Chalina Drive, Walnut, CA 91789

EXHIBIT "5"

Version #: 1
Quote Issued On: November 10, 2021
Quote Valid Through: October 18, 2021 at 2:00 PM EST

Special Service America, LLC
15 Cuttermill Road, Suite 270
Great Neck, NY 11021

To: Amphil Group LLC

Re: 19650 Chalina Dr
Walnut, CA 91789

Investor Loan No. 17TCP0987

We have prepared the following figures for the payoff that is to occur on October 18, 2021:

Parameters						Amount	Account
					$	886,000.00	Principal Balance
8/1/2020	to	10/18/2021	@	11.25%	$	122,932.50	Accrued Interest
5/1/2020	to	10/18/2021	@	33.75%	$	443,475.92	Accrued Default Interest
					$	-	Unapplied Cash
					$	-	Primary Servicing
					$	-	Special Servicing
					$	-	Extension Fee
					$	13,436.55	Lender Legal Fees *
					$	-	Protective Advances - Insurance
					$	-	Protective Advances - RE Taxes
					$	-	Assignment Fee
					$	-	CEMA Fee
					$	-	Late Fees
					$	-	Post-Maturity Fee
					$	-	Payoff Prep Fee
					$	(3,898.00)	Undrawn Construction Budget
					$	-	Exit Fee
					$	1,461,946.97	Total
					$	276.88	Regular Interest Per Diem
					$	830.63	Default Interest Per Diem
					$	1,107.50	Total Interest per Diem

** This figure reflects current legal fees incurred by lender through the date the payoff is issued. This figure is subject to change and borrower remains responsible for all recoverable legal fees billed after the payoff quote issuance date.*

All Funds must be received by 2:00 PM EST to receive same day credit, payments received after 2:00 PM EST are subject to additional Per Diem interest.
You are still responsible for keeping your account current during the payoff process.
Satisfactions and Note will be returned in the ordinary course of business.

Every effort has been made to ensure the informational accuracy of this Payoff Quote and, if applicable, all accompanying attachment(s). Please review the loan number, name of mortgagor, property address, and principal balance, and confirm this information agrees with your record of the loan. Notification is hereby given that, in the event of error or omission, the lender does not, in any way, prejudice its right and entitlement to all monies lawfully due it under the terms of the Mortgage, Note or related documents and provided that the loan documents contain no provisions that would prohibit payment. Mortgagor needs to review the loan documents for the existence of such provisions and be aware that this quote does not in any way alter or modify any of the terms therein.

Please have wired to the lender pursuant to the following wiring instructions:

Funds are to be wired to:	JP Morgan Chase Bank
For credit to:	Special Service America, LLC
Account number:	539239662
ABA routing number:	021000021
Reference:	17TCP0987 Payoff

Before initiating any wire to Lender, sender is required to verbally confirm these wire instructions with Director of Loan Servicing, Connor Howell, Phone Number: 610-401-3787

EXHIBIT-2

Fill in this information to identify the case:

Debtor 1 AMPHIL GROUP LLC

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the: CENTRAL District of CALIFORNIA

Case number 2:21-BK-18014-VZ

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. **Who is the current creditor?**
   Department of Treasury - Internal Revenue Service
   Name of the current creditor (the person or entity to be paid for this claim)
   Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**
   [X] No
   [ ] Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**
   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

   Where should notices to the creditor be sent?
   Internal Revenue Service
   Name
   P.O. Box 7346
   Number Street
   Philadelphia PA 19101-7346
   City State ZIP Code
   Contact phone 1-800-973-0424
   Contact email
   Creditor Number: 41001215

   Where should payments to the creditor be sent? (if different)
   Internal Revenue Service
   Name
   IRS Insolvency Group 7 24000 AVILA ROAD 3rd Floor, M/S
   Number Street
   LAGUNA NIGUEL CA 92677
   City State ZIP Code
   Contact phone (909) 388-8109
   Contact email Florence.Perkins@irs.gov

   Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?**
   [X] No
   [ ] Yes. Claim number on court claims registry (if known) ____ Filed on ____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**
   [X] No
   [ ] Yes. Who made the earlier filing?

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
☐ No
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: See Attachment

7. **How much is the claim?** $ 18,960.00. **Does this amount include interest or other charges?**
☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

Taxes

9. **Is all or part of the claim secured?**
☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: *All of debtor(s) right, title and interest to property - 26 U.S.C. §6321

Basis for perfection:
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $

Amount of the claim that is secured: $

Amount of the claim that is unsecured: $ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $

Annual Interest Rate (when case was filed) %
☐ Fixed
☐ Variable

10. **Is this claim based on a lease?**
☒ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $

11. **Is this claim subject to a right of setoff?**
☐ No
☒ Yes. Identify the property: See Attachment

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

		Amount entitled to priority
☒	No	
☐	Yes. *Check one:*	
☐	Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐	Up to $3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐	Wages, salaries, or commissions (up to $13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐	Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐	Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☐	Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Executed on date 10/28/2021
MM / DD / YYYY

/s/ FLORENCE M PERKINS
Signature

Print the name of the person who is completing and signing this claim:

Name: FLORENCE M (First name) | (Middle name) | PERKINS (Last name)

Title: Bankruptcy Specialist

Company: Internal Revenue Service
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: IRS Insolvency Group 7 24000 AVILA ROAD 3rd Floor, M/S 5503
Number Street

LAGUNA NIGUEL (City) | CA (State) | 92677 (ZIP Code)

Contact phone (909) 388-8109 | Email Florence.Perkins@irs.gov

Proof of Claim for Internal Revenue Taxes

Department of the Treasury/Internal Revenue Service

In the Matter of: AMPHIL GROUP LLC

21002 STODDARD WELLS RD
WALNUT, CA 91789

Form 410
Attachment

Case Number
2:21-BK-18014-VZ

Type of Bankruptcy Case
CHAPTER 11

Date of Petition
10/18/2021

The United States has the right of setoff or counterclaim. However, this determination is based on available data and is not intended to waive any right to setoff against this claim debts owed to this debtor by this or any other federal agency. All rights of setoff are preserved and will be asserted to the extent lawful.

Unsecured General Claims

Taxpayer ID Number	*Kind of Tax*	*Tax Period*	*Date Tax Assessed*	*Tax Due*	*Interest to Petition Date*
XX-XXX8256	PTRSHP	12/31/2017	1 D-ESTIMATED-SEE NOTE	$4,680.00	$0.00
XX-XXX8256	PTRSHP	12/31/2018	1 D-ESTIMATED-SEE NOTE	$4,680.00	$0.00
XX-XXX8256	PTRSHP	12/31/2019	1 D-ESTIMATED-SEE NOTE	$4,680.00	$0.00
XX-XXX8256	PTRSHP	12/31/2020	1 D-ESTIMATED-SEE NOTE	$4,920.00	$0.00
				$18,960.00	$0.00

Total Amount of Unsecured General Claims: **$18,960.00**

1 LIABILITY IS ESTIMATED BASED ON AVAILABLE INFORMATION BECAUSE THE RETURN HAS NOT BEEN FILED. THIS CLAIM MAY BE AMENDED AS NECESSARY AFTER THE DEBTOR FILES THE RETURN OR PROVIDES OTHER REQUIRED INFORMATION.

EXHIBIT-3

Fill in this information to identify the case:

Debtor 1 AMPHIL GROUP, LLC

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: Central District of California

Case number 21-18014

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

WELLS FARGO BANK, N.A.
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

☑ No
☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

WELLS FARGO BANK SMALL BUSINESS LENDING DIVISION
Name
PO BOX 29482 MAC S4101-08C
Number Street
PHOENIX AZ 85038
City State ZIP Code
Contact phone (877) 361-5581
Contact email SBLBKINQUIRY@WELLSFARGO.COM

Where should payments to the creditor be sent? (if different)

Wells Fargo Business Banking and Support
Name
401 N Research Parkway 3rd Floor
Number Street
Winston-Salem NC 27101
City State ZIP Code
Contact phone (877) 361-5581
Contact email SBLBKINQUIRY@WELLSFARGO.COM

Uniform claim identifier for electronic payments in chapter 13 (if you use one):
WFCBDA2118014CAC12563572

4. **Does this claim amend one already filed?**

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No
☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
☐ No
☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 7 2 1 8

7. **How much is the claim?** $ 12,919.14 . **Does this amount include interest or other charges?**
☑ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
MONEY LOANED

9. **Is all or part of the claim secured?**
☑ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: $_____
Amount of the claim that is secured: $_____
Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: $_____
Annual Interest Rate (when case was filed)_____%
☐ Fixed
☐ Variable

10. **Is this claim based on a lease?**
☑ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
☑ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Executed on date 10/20/2021
MM / DD / YYYY

/s/ Janet L Samuelson
Signature

Print the name of the person who is completing and signing this claim:

Name: JANET L SAMUELSON
First name Middle name Last name

Title: BANKRUPTCY SPECIALIST

Company: WELLS FARGO BANK, N.A.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: PO BOX 29482 MAC S4101-08C
Number Street

PHOENIX AZ 85038
City State ZIP Code

Contact phone (877) 361-5581 Email SBLBKINQUIRY@WELLSFARGO.COM

LOAN REQ: 0464 OFFICER INQUIRY 10/19/21 PAGE 0003 OF 0003
BANK: 01 AP: 1 OBGOR: [redacted]3572 OBGAT: [redacted]18 AMPHIL GROUP LL
DATE: CHG CODE: INVOICE/ITEM: PAGE:
BAL TYPE: 000 PRINCIPAL ROLLUP: (R)

TRAN CODE	DESCRIPTION	EFFECT DATE	RATE--OR--TRAN AMT	RUNNING BALANCE
4542	PRIN PYMNT RVSL	12-11-20	481.26	12,919.14
4022	CURR INT PAYMNT	12-18-20	37.14-	
4042	CURR PRIN PYMNT	12-18-20	481.26-	12,437.88
4522	INT PAYMNT RVSL	12-18-20	37.14	
4542	PRIN PYMNT RVSL	12-18-20	481.26	12,919.14
4022	CURR INT PAYMNT	12-28-20	37.14-	
4042	CURR PRIN PYMNT	12-28-20	481.26-	12,437.88
4522	INT PAYMNT RVSL	12-28-20	37.14	
4542	PRIN PYMNT RVSL	12-28-20	481.26	12,919.14
6122	OBLIGAT HDR ADJ	02-16-21	5.27	
6622	OBLIGAT HDR ADJ	03-25-21	5.27-	

EXHIBIT-4

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CALIFORNIA ASSOCIATION OF REALTORS®

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE

(FOR BUYER REPRESENTATIVES)

(C.A.R. Form RCSD-B, Revised 12/21)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.

☐ The disclosure in this form supersedes any Legally Authorized Signer representation or Representative Capacity Signature Disclosure made in the Agreement specified below or on separate form.

This is a disclosure to the Purchase Agreement, OR ☐ Buyer Representation Agreement, ☐ Assignment of Agreement Addendum, ☐ Other _____ ("Agreement"), dated 03/17/2022, for the property known as 19650 Chalina Drive, Walnut, CA 91789 ("Property"), between _____ ("Seller", ☐ Broker, ☐ Assignor/Buyer) and WY LLC ("Buyer").

Buyer and Seller are referred to as the "Parties." If a trust, in the blank line above identify Buyer as the trustee(s) of the trust or by simplified trust name (e.g. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Buyer.

1. A. ☐ **TRUST:** (1) Assets used to acquire/lease the Property are held in trust pursuant to a trust document titled (Name of trust: _____

(2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust.

B. ☒ **ENTITY:** Buyer is a ☐ Corporation, ☒ Limited Liability Company, ☐ Partnership ☐ Other: _____ which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above ☐ is ☐ is not attached.

C. ☐ **POWER OF ATTORNEY:** Buyer ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Attorney (Specific Power of Attorney for the Property), dated _____. This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.

D. ☐ **ESTATE:** (1) Buyer is an ☐ conservatorship, or ☐ guardianship identified by Superior Court Case name as _____, Case # _____.

(2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

2. Buyer's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Buyer:

By _____ Date: 03/17/22

(Sign Name of Trustee, Officer, Managing Member, Partner, or Attorney-in-Fact)

(Print Representative Name) Wanyu Luo Title: Managing Member

By _____ Date: _____

(Sign Name of Trustee, Officer, Managing Member, Partner, or Attorney-in-Fact)

(Print Representative Name) _____ Title: _____

Acknowledgement of Receipt By Other Party:

AT TIME OF SALE

Buyer and _____ ("Seller") are parties to a Purchase Agreement dated 03/17/2022 for property known as 19650 Chalina Drive, Walnut, CA 91789.

Seller _____ Date _____

Seller _____ Date _____

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Re/Max 2000 Realty, 1221 S Hacienda Blvd. Hacienda Heights, CA 91745 Phone: 6269229858 Fax: 6263366293 19650 Chalina Dr
Amy Ji

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

DocuSign Envelope ID: 27984917-5E68-41AB-B9F7-69512F730B33

AT TIME OF BUYER REPRESENTATION AGREEMENT

Buyer and *Re/Max 2000 Realty* ("Buyer's Broker") are parties to a Buyer Representation Agreement dated *03/17/2022*.

Real Estate Broker *Re/Max 2000 Realty*

By *Amy Ji* Date 03/17/22

Amy Ji

AT TIME OF ASSIGNMENT OF AGREEMENT

Buyer and _____, the originally named buyer ("Assignor") are parties to an Assignment of Agreement Addendum dated _____.

Assignor and _____ ("Seller") are parties to a Purchase Agreement or

☐ Other: _____, which is being assigned to Buyer.

Assignor _____

By _____ Date _____

Seller _____

By _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/21)

☐ (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. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

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. An agent acting only for a Buyer has the following affirmative obligations:

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. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

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 a 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. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

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 SECOND PAGE.**

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ ***WY LLC*** Date 03/17/22

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent ***Re/Max 2000 Realty*** DRE Lic. # ***01264629***
Real Estate Broker (Firm)

By _____ ***Amy Ji*** DRE Lic. # ***01743616*** Date 03/17/22
(Salesperson or Broker-Associate, if any)

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CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

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: **(c)** The confirmation required by subdivisions (a) and (b) shall be in the following form:

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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FAIR HOUSING & DISCRIMINATION ADVISORY

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

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

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

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

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Re/Max 2000 Realty, 1221 S Hacienda Blvd. Hacienda Heights, CA 91745 Phone 6269229858 Fax 6263366293 19650 Chalina Dr
Amy Ji
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St. Suite 2200, Dallas, TX 75201 www.lwolf.com

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E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. **EXAMPLES OF POSITIVE PRACTICES:**
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. **FAIR HOUSING RESOURCES**: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://www.dfeh.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. **LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

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

Buyer/Tenant DocuSigned by: ***WY LLC*** Date 03/17/22

Buyer/Tenant DocuSigned by: Date

Seller/Landlord Frank Hernandez ***Amphil Group LLC.*** Date 03/18/22

Seller/Landlord 37F3850EC1C9481 Date

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

(C.A.R. Form PRBS, Revised 12/21)

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 X DocuSigned by: Frank Hernandez 37F3850EC1C9481... *Amphil Group LLC.* Date 03/18/22

Seller _____ Date _____

Buyer X _____ *WY LLC* Date 03/17/22

Buyer _____ Date _____

Buyer's Brokerage Firm *Re/Max 2000 Realty* DRE Lic # *01264629* Date _____

By DocuSigned by: Amy Ji *Amy Ji* DRE Lic # *01743616* Date 03/17/22

Seller's Brokerage Firm *Re/Max 2000 Realty* DRE Lic # *01264629* Date _____

By DocuSigned by: Amy Ji 873CA425A6A34AE... *Amy Ji* DRE Lic # *01743616* Date 03/18/22

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CALIFORNIA ASSOCIATION OF REALTORS®

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Revised 12/21)

Property Address: ***19650 Chalina Drive, Walnut, CA 91789*** ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

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

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

ACCORDINGLY, YOU ARE ADVISED:

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

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

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

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

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

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

Buyer/Tenant X DocuSigned by: _____ ***WY LLC*** Date 03/17/22

Buyer/Tenant _____ Date _____

Seller/Landlord X DocuSigned by: Frank Hernandez ***Amphil Group LLC.*** Date 03/18/22

Seller/Landlord _____ Date _____

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EQUAL HOUSING OPPORTUNITY

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CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM RPA, 12/21)

Date Prepared: *March 17, 2022*

1. **OFFER:**
   A. **THIS IS AN OFFER FROM** *WY LLC* ("Buyer").
   B. **THE PROPERTY** to be acquired is *19650 Chalina Drive*, situated in *Walnut* (City), *Los Angeles* (County), California, *91789* (Zip Code), Assessor's Parcel No(s). *8734011009* ("Property").
   (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
   C. **THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**
   D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents 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) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
   B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction.
   Seller's Brokerage Firm *Re/Max 2000 Realty* License Number *01264629*
   Is the broker of (check one): ☐ the Seller; or ☒ both the Buyer and Seller (Dual Agent).
   Seller's Agent *Amy Ji* License Number *01743616*
   Is (check one): ☐ the Seller's Agent. (Salesperson or broker associate); or ☒ both the Buyer's and Seller's Agent (Dual Agent).
   Buyer's Brokerage Firm *Re/Max 2000 Realty* License Number *01264629*
   Is the broker of (check one): ☐ the Buyer; or ☒ both the Buyer and Seller (Dual Agent).
   Buyer's Agent *Amy Ji* License Number *01743616*
   Is (check one): ☐ the Buyer's Agent. (Salesperson or broker associate); or ☒ both the Buyer's and Seller's Agent (Dual Agent).
   C. ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
   D. **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. **TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 16 pages. The Parties are advised to read all 16 pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	**Purchase Price**	$ *1,780,000.00*	☐ All Cash
B		**Close of Escrow (COE)**	☒ *45* Days after Acceptance OR on ☐ _____ (date)	
C	32A	**Expiration of Offer**	3 calendar days after all Buyer Signature(s) or _____ (date), at 5PM or _____ ☐ AM/☐ PM	
D(1)	5A(1)	**Initial Deposit Amount**	$ *53,400.00* (*3.0* % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR ☐ _____
D(2)	5A(2)	☐ **Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)**	$ _____ (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR ☐ _____ (date) OR ☐ _____
E(1)	5C(1)	**Loan Amount(s):** First	$ *1,246,000.00* (*70.0* % of purchase price)	Conventional or, if checked, ☐ FHA ☐ VA (CAR Forms FVAC, HID attached) ☐ Seller Financing ☐ Other: _____
		Interest Rate	Fixed rate or ☐ Initial adjustable rate not to exceed _____%	
		Points	Buyer to pay zero points or up to _____% of the loan amount	
		If FHA or VA checked, Deliver list of lender required repairs	17 (or _____) Days after Acceptance	
E(2)	5C(2)	Additional Financed Amount	$ _____ (_____% of purchase price)	Conventional or, if checked, ☐ Seller Financing ☐ Other: _____
		Interest Rate	Fixed rate or ☐ Initial adjustable rate not to exceed _____%	
		Points	Buyer to pay zero points or up to _____% of the loan amount	
E(3)	7A	**Occupancy Type**	Primary, or if checked, ☐ Secondary ☐ Investment	
F	5D	**Balance of Down Payment**	$ *480,600.00*	
		PURCHASE PRICE TOTAL	$ *1,780,000.00*	

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Property Address: 19650 Chalina Drive, Walnut, CA 91789 Date: March 17, 2022

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	**Seller Credit, if any, to Buyer**	☐ $ _____ (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR ☐ Other: _____
G(2)		**ADDITIONAL FINANCE TERMS:** _____		
H(1)	5B	**Verification of All Cash** (sufficient funds)	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(2)	6A	**Verification of Down Payment and Closing Costs**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(3)	6B	**Verification of Loan Application**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	☐ Prequalification ☐ Preapproval ☐ Fully underwritten preapproval
I		**Intentionally Left Blank**		
J	16	**Final Verification of Condition**	5 (or _____) Days prior to COE	
K	23	**Assignment Request**	17 (or _____) Days after Acceptance	
L	8	**CONTINGENCIES**	**TIME TO REMOVE CONTINGENCIES**	**CONTINGENCY REMOVED**
L(1)	8A	**Loan(s)**	17 (or _____) Days after Acceptance	☐ No loan contingency
L(2)	8B	**Appraisal:** Appraisal contingency based upon appraised value at a minimum of purchase price or ☐ $ _____	17 (or _____) Days after Acceptance	☐ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	**Investigation of Property**	17 (or _____) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See **paragraph 8H**. ☐ **CR attached**
		Informational Access to Property Buyer's right to access the Property for informational purposes is **NOT** a contingency, does **NOT** create cancellation rights, and applies even if contingencies are removed.	17 (or _____) Days after Acceptance	
L(4)	8D, 14A	**Review of Seller Documents**	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(5)	8E, 13A	**Preliminary ("Title") Report**	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(6)	8F, 11K	**Common Interest Disclosures** required by Civil Code § 4525 or this Agreement	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(7)	8G, 9B(6)	**Review of leased or liened items** (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(8)	8J	**Sale of Buyer's Property** Sale of Buyer's property is not a contingency, UNLESS checked here: ☐ **C.A.R. Form COP attached**		
M		**Possession**	**Time for Performance**	**Additional Terms**
M(1)		**Time of Possession**	Upon notice of recordation, OR ☐ 6 PM or _____ ☐ AM/ ☐ PM on date specified, as applicable, in 3M(2) or attached TOPA.	
M(2)	7C	**Seller Occupied or Vacant units**	COE date or, if checked below, ☐ _____ days after COE (29 or fewer days) ☐ _____ days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.
M(3)		**Tenant Occupied units**	See Tenant Occupied Property Addendum (C.A.R. form TOPA)	If tenant occupied ☐ TOPA or ☐ Other, attached
N		**Documents/Fees/Compliance**	**Time for Performance**	
N(1)	14A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after receipt	
N(3)	11K(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	28	Evidence of representative authority	3 Days after Acceptance	
O		**Intentionally Left Blank**		

Property Address: 19650 Chalina Drive, Walnut, CA 91789 Date: March 17, 2022

P	Items Included and Excluded	
P(1)	9	**Items Included - All items specified in Paragraph 9B are included and the following, if checked:** ☒ Stove(s), oven(s), stove/oven combo(s); ☒ Refrigerator(s); ☐ Wine Refrigerator(s); ☒ Washer(s); ☒ Dryer(s); ☒ Dishwasher(s); ☒ Microwave(s); ☐ Video doorbell(s); ☐ Security camera equipment; ☐ Security system(s)/alarm(s), other than separate video doorbell and camera equipment; ☐ Smart home control devices; ☒ Wall mounted brackets for video or audio equipment; ☐ Above-ground pool(s) / ☐ spa(s); ☒ Bathroom mirrors, unless excluded below; ☐ Electric car charging systems and stations; ☐ Potted trees/shrubs; **Additional Items Included:** ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ _____
P(2)	9	**Excluded Items:** ☐ _____ ☐ _____ ☐ _____

Q	Allocation of Costs			
	Paragraph #	Item Description	Who Pays (If Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	10A, 11A	Natural Hazard Zone Disclosure Report, including tax information	☐ Buyer ☒ Seller ☐ Both _____ ☐ Provided by: *Any licensed and reliable company.*	☐ Environmental ☐ Other _____
Q(2)		_____ Report	☐ Buyer ☐ Seller ☐ Both _____	
Q(3)		_____ Report	☐ Buyer ☐ Seller ☐ Both _____	
Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	☐ Buyer ☒ Seller ☐ Both _____	
Q(5)	10A 10B(2)	Government Required Point of Sale **inspections, reports**	☐ Buyer ☒ Seller ☐ Both _____	
Q(6)	10B(2)(A)	Government Required Point of Sale **corrective/remedial actions**	☐ Buyer ☒ Seller ☐ Both _____	
Q(7)	19B	Escrow Fees	☐ Buyer ☐ Seller ☐ Both _____ ☒ Each to pay their own fees	Escrow Holder: _____
Q(8)	13	Owner's title insurance policy	☐ Buyer ☒ Seller ☐ Both _____	Title Company (If different from Escrow Holder): _____
Q(9)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(10)		County transfer tax, fees	☐ Buyer ☒ Seller ☐ Both _____	
Q(11)		City transfer tax, fees	☐ Buyer ☒ Seller ☐ Both _____	
Q(12)	11K(2)	HOA fee for preparing disclosures	Seller	
Q(13)		HOA certification fee	Buyer	
Q(14)		HOA transfer fees	☐ Buyer ☐ Seller ☐ Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(15)		Private transfer fees	Seller, or if checked, ☐ Buyer ☐ Both _____	
Q(16)		_____ fees or costs	☐ Buyer ☐ Seller ☐ Both _____	
Q(17)		_____ fees or costs	☐ Buyer ☐ Seller ☐ Both _____	
Q(18)	10C	Home warranty plan: *Basic refrigerator and roof.*	☐ Buyer ☒ Seller ☐ Both _____ ☐ Buyer waives home warranty plan Issued by: *HomeGuard HomeWarranty.*	Cost not to exceed $ *1,200.00*

R	
	OTHER TERMS: _____

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4. **PROPERTY ADDENDA AND ADVISORIES:** (check all that apply)
   A. **PROPERTY TYPE ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:
   - ☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
   - ☐ Manufactured Home Purchase Addendum (C.A.R. Form MH-PA)
   - ☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA) (Should be checked whether current tenants will remain or not.)
   - ☐ Tenancy in Common Purchase Addendum (C.A.R. Form TIC-PA)
   - ☐ Stock Cooperative Purchase Addendum (C.A.R. Form COOP-PA)
   - ☐ Other _____

   B. **OTHER ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:
   - ☐ Addendum # _____ (C.A.R. Form ADM)
   - ☐ Back Up Offer Addendum (C.A.R. Form BUO)
   - ☐ Short Sale Addendum (C.A.R. Form SSA)
   - ☐ Court Confirmation Addendum (C.A.R. Form CCA)
   - ☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
   - ☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA)
   - ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
   - ☐ Other _____
   - ☐ Other _____

   C. **BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)**
   - ☒ Buyer's Investigation Advisory (C.A.R. Form BIA)
   - ☒ Wire Fraud Advisory (C.A.R. Form WFA)
   - ☒ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
   - ☒ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)

   (Parties may also receive a privacy disclosure from their own Agent.)
   - ☐ Wildfire Disaster Advisory (C.A.R. Form WFDA)
   - ☐ Trust Advisory (C.A.R. Form TA)
   - ☐ REO Advisory (C.A.R. Form REO)
   - ☐ Other _____
   - ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
   - ☐ Short Sale Information and Advisory (C.A.R. Form SSIA)
   - ☐ Probate Advisory (C.A.R. Form PA)
   - ☐ Other _____

5. **ADDITIONAL TERMS AFFECTING PURCHASE PRICE:** Buyer represents that funds will be good when deposited with Escrow Holder.
   A. **DEPOSIT:**
   (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
   (2) **INCREASED DEPOSIT:** Increased deposit specified in **paragraph 3D(2)** is to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
   (3) **RETENTION OF DEPOSIT: Paragraph 29, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.**

   B. **ALL CASH OFFER:** If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.

   C. **LOAN(S):**
   (1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** FHA, VA, Seller Financing (C.A.R. Form SFA), or Other is checked in **paragraph 3E(1)**.
   (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), or Other is checked in **paragraph 3E(2)**.
   (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
   (4) **FHA/VA: If FHA or VA is checked in paragraph 3E(1),** a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in **paragraph 3E(1),** Deliver to Seller written notice (C.A.R. Form RR or AEA) **(i)** of any lender requirements that Buyer requests Seller to pay for or otherwise correct or **(ii)** that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.

   D. **BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F) (including all-cash funds)** to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

   E. **LIMITS ON CREDITS TO BUYER:** Any credit to Buyer as specified in **paragraph 3G(1)** or Otherwise Agreed, 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 any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then **(i)** the Contractual Credit from Seller 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.

6. **ADDITIONAL FINANCING TERMS:**
   A. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs, within the time specified in **paragraph 3H(2)** may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.
   B. **VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** 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 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

C. **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 specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. **CLOSING AND POSSESSION:**
   A. **OCCUPANCY:** Buyer intends to occupy the Property as indicated in **paragraph 3E(3)**. Occupancy may impact available financing.
   B. **CONDITION OF PROPERTY ON CLOSING:**
      (1) Unless Otherwise Agreed: **(i)** the Property shall be delivered **"As-Is"** in its PRESENT physical condition as of the date of Acceptance; **(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 or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
      (2) **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents 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 all required permits issued and/or finalized.**
   C. **SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW:** If Seller has the right to remain in possession after Close Of Escrow pursuant to **paragraph 3M(2)** or as Otherwise Agreed, **(i)** 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; **(ii)** Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan; and **(iii)** consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties.
   D. **At Close Of Escrow: (i)** Seller assigns to Buyer any assignable warranty rights for items included in the sale; and **(ii)** Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.
   E. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

8. **CONTINGENCIES AND REMOVAL OF CONTINGENCIES:**
   A. **LOAN(S):**
      (1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **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 and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**
      (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.
      (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
      (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
      (5) NO LOAN CONTINGENCY: If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
   B. **APPRAISAL:**
      (1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
      (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
   C. **INVESTIGATION OF PROPERTY:** This Agreement is, as specified in **paragraph 3L(3)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property. See **paragraph 12.**
   D. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in **paragraph 3L(4)**, contingent upon Buyer's review of Seller's documents required in **paragraph 14A**.

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E. **TITLE:**
(1) This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 13G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
(2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

F. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE):** This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11K** ("CI Disclosures").

G. **BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY:** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(6)**, is, as specified in **paragraph 3L(7)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(7)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.

H. **REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency.** If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**

I. **REMOVAL OF CONTINGENCY OR CANCELLATION:**
(1) **For any contingency specified in paragraph 3L or 8, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.**
(2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after receipt of Seller Documents or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
(3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

J. **SALE OF BUYER'S PROPERTY:** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(8)**.

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

A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the home and are not intended to affect the price. All items are transferred without Seller warranty.

B. **ITEMS INCLUDED IN SALE:**
(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 and appliances for which special openings or encasements have been made (whether or not checked in **paragraph 3P**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window), attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in **paragraph 3P, if currently existing at the time of Acceptance.**
Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager or other third party, the item should be listed as being excluded in **paragraph 3P** or excluded by Seller in a counter offer.
(3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in **paragraph 3P**, all such items are included in the sale, whether hard wired or not.
(4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
(5) Non-Dedicated Devices: If checked in **paragraph 3P**, all smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Buyer is advised to change all passwords and ensure the security of any smart home features.
(6) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall **(i)** disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and **(ii)** Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
(7) Seller represents that all items included in the purchase price, unless Otherwise Agreed, **(i)** are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(6)**, and **(ii)** are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.

C. **ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, the following items are excluded from sale: **(i)** All items specified in **paragraph 3P(2)**; **(ii)** 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; **(iii)** furniture and other items secured to the Property for earthquake or safety purposes. **Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.**

10. **ALLOCATION OF COSTS:**
A. **INSPECTIONS, REPORTS AND CERTIFICATES:** Paragraphs **3Q(1), (2), (3), and (5)** 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. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3R, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).**
B. **GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:**
(1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in **paragraph 3N(4)** and paid by the Party specified in **paragraph 3Q(4)**. If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.
(2) **POINT OF SALE REQUIREMENTS:**
(A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law and paid by Party specified in **paragraphs 3Q(5) and 3Q(6)**. Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall **(i)** directly pay to the vendor completing the repair or **(ii)** provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.
(B) Buyer shall be provided, within the time specified in **paragraph 3N(1)**, unless Parties Otherwise Agree to another time period, 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.
(3) **REINSPECTION FEES:** If any repair in **paragraph 10B(1)** is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.
(4) **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.
C. **HOME WARRANTY:**
(1) Buyer shall choose the coverages, regardless of any optional coverages indicated, of the home warranty plan and Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in **paragraph 3Q(18)**. Buyer is informed that home warranty plans have many optional coverages, including but not limited to, coverages for Air Conditioner and Pool/Spa. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.
(2) **If Buyer waives the purchase of a home warranty plan in paragraph 3Q(18), Buyer may still purchase a home warranty plan, at Buyer's expense, prior to Close Of Escrow.**

11. **STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:**
A. **TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:**
(1) Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer, unless exempt, fully completed disclosures or notices required by §§ 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 (C.A.R. Form 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), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).
(2) The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's Information section (Section II) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, 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 Agent.
(3) Seller shall, within the time specified in **paragraph 3N(1)**, provide "Supplemental Disclosures" as follows: **(i)** unless exempt from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer; **(ii)** if exempt from the obligation to provide a TDS, complete an Exempt Seller Disclosure (C.A.R. Form ESD) by answering all questions and Signing and Delivering a Copy to Buyer.
(4) In the event Seller or Seller's Agent, 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 under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or documents provided to or ordered and paid for by Buyer.**

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B. LEAD DISCLOSURES:
(1) Seller shall, within the time specified in **paragraph 3N(1)**, for any residential property built before January 1, 1978, unless exempted by Law, Deliver to Buyer a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form LPD) and pamphlet ("Lead Disclosures").
(2) Buyer shall, within the time specified in **paragraph 3L(3)**, have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.

C. HOME FIRE HARDENING DISCLOSURE AND ADVISORY: For any transaction where a TDS is required, the property is located in a high or very high fire hazard severity zone, and the home was constructed before January 1, 2010 , Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: **(i)** a home hardening disclosure required by law; and **(ii)** a statement of features of which the Seller is aware that may make the home vulnerable to wildfire and flying embers; and **(iii)** a final inspection report regarding compliance with defensible space requirements if one was prepared pursuant to Government Code § 51182 (C.A.R. Form FHDS).

D. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: For any transaction in which a TDS is required and the property is located in a high or very high fire hazard severity zone, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer **(i)** a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and **(ii)** an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS).

E. WAIVER PROHIBITED: Waiver of Statutory, Lead, and other Disclosures in **paragraphs 11A(1)**, **11B**, **11C**, and **11D** are prohibited by Law.

F. RETURN OF SIGNED COPIES: Buyer shall, within the time specified in **paragraph 3L(3)** OR **5 Days** after Delivery of any disclosures specified in paragraphs **11 A**, **B**, **C** or **D**, and defensible space addendum in **paragraph 11D**, whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.

G. TERMINATION RIGHTS:
(1) **Statutory and Other Disclosures:** If any disclosure specified in paragraphs **11A**, **B**, **C**, or **D**, or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within **3 Days** after Delivery in person, or **5 Days** after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of rescission to Seller or Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure and shall not have the right to cancel.
(2) **Defensible Space Compliance:** If, by the time specified in **paragraph 11F**, Buyer does not agree to the terms regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.

H. WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers **(i)** to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

I. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 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 Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

J. 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 Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

K. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:
(1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
(2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(12)** for the following items to the HOA (C.A.R. Form HOA-IR): **(i)** Copies of any documents required by Law (C.A.R. Form HOA-RS); **(ii)** disclosure of any pending or anticipated claim or litigation by or against the HOA; **(iii)** a statement containing the location and number of designated parking and storage spaces; **(iv)** Copies of the most recent 12 months of HOA minutes for regular and special meetings; **(v)** the names and contact information of all HOAs governing the Property; **(vi)** pet restrictions; and **(vii)** smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.

L. NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: **(i)** Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and **(ii)** even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and **(iii)** disclose any other zone as required by Law and provide any other information required for those zones.

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M. KNOWN MATERIAL FACTS: Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact lender to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.

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

A. Buyer shall, within the time specified in **paragraph 3L(3)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").

B. Buyer Investigations include, but are not limited to:

(1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:

(A) A general home inspection.

(B) An inspection for lead-based paint and other lead-based paint hazards.

(C) 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).

(D) Any other specific inspections of the physical condition of the land and improvements.

(2) All other Buyer Investigations, such as insurance, not specified above. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.

(3) A review of reports, disclosures or information prepared by or for Seller and Delivered to Buyer pursuant to **paragraphs 3, 10, 11, and 14A.**

C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling though stucco or similar material; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.

D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, **(i)** by the time specified in **paragraph 3L(3)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and **(ii)** by the time specified in **paragraph 3L(3)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.

E. Buyer indemnity and Seller protection for entry upon the 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. Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(8)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. 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. 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.

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 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. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.

C. Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.

D. Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.

E. If Buyer is a legal entity and the Property purchase price is at least $300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.

F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey 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 vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

G. Buyer shall receive a "ALTA/CLTA Homeowner's Policy of Title Insurance" or equivalent policy of title insurance, if applicable to the type of property and buyer. Escrow Holder shall request this policy. If a ALTA/CLTA Homeowner's Policy of Title Insurance is not offered, Buyer shall receive a CLTA Standard Coverage policy unless Buyer has chosen another policy and instructed Escrow Holder in writing of the policy chosen and agreed to pay any increase in cost. Buyer should consult with the Title Company about the availability, and difference in coverage, and cost, if any, between a ALTA/CLTA Homeowner's Policy and a CLTA Standard Coverage policy and other title policies and endorsements. Buyer should receive notice from the Title Company on its Preliminary (Title) Report of the type of coverage offered. If Buyer is not notified on the Preliminary (Title) Report or is not satisfied with the policy offered, and Buyer nonetheless removes the contingency for Review of the Preliminary Report, Buyer will receive the policy as specified in this paragraph.

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 DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 9B(6), 10, 11A, 11B, 11C, 11D, 11H, 11K, 11L, 11M, 13A, and 13D**.

B. **BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**

(1) Buyer has the time specified in **paragraph 3** to: **(i)** perform Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(6)**, 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 Other Disclosures Delivered by Seller in accordance with **paragraph 11**.

(2) Buyer may, within the time specified in **paragraph 3L(3)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.

(3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, other than those in **paragraph 11A** or **11B**, is not Delivered within the time specified in **paragraph 3N(1)**, then Buyer has **5 Days** after Delivery of any such items, or the times specified in **paragraph 3L**, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under **paragraph 11G**.

(4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 14C**, 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 14C(1)**.

C. **SELLER RIGHT TO CANCEL:**

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

(2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, 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 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; **(ii)** Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; **(iii)** Deliver a notice of FHA or VA costs or terms, if any, as specified by **paragraph 5C(4)** (C.A.R. Form RR); **(iv)** Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by **paragraph 5B** or **6A**; **(v)** Deliver a letter as required by **paragraph 6B**; **(vi)** In writing assume or accept leases or liens specified in **paragraph 8G**; **(vii)** Return Statutory and Other Disclosures as required by **paragraph 11F**; **(viii)** Cooperate with the title company's effort to comply with the GTO as required by **paragraph 13E**; **(ix)** Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraphs 5A(2)** and **29**; **(x)** Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 28**; or **(xi)** Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Seller's cancellation.

(3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

D. **BUYER RIGHT TO CANCEL:**

(1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Buyer's cancellation.

(2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.

(3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

E. **NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: **(i)** be in writing; **(ii)** be Signed by the applicable Buyer or Seller; and **(iii)** give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 14**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

F. **EFFECT OF REMOVAL OF CONTINGENCIES:**
   (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, 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 the non-delivery of any reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
   (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: **(i)** satisfied themselves regarding such contingency, **(ii)** elected to proceed with the transaction; and **(iii)** given up any right to cancel this Agreement based on such contingency.

G. **DEMAND TO CLOSE 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 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the above timeframe, the DCE shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new DCE.

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 and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less **(i)** fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and **(ii)** any escrow cancellation fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. **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 which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**

15. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. 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. Buyer acknowledges 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.
16. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to **paragraph 7B**; **(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).
17. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due 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. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. 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 or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and 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). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY 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 AND AGENTS:**
   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 Agent: **(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 Agent; **(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. **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, 3A, 3B, 3D-G, 3N(2), 3Q, 3R, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10C, 11H, 11K(2), 13 (except 13D), 14H, 17, 18A, 19, 23, 25, 27, 28, 32, 33, and paragraph 3 of the Real Estate Brokers Section.** If a Copy of the separate compensation agreement(s) provided for in **paragraph 18A** or **paragraph C of the Real Estate Brokers Section** is deposited with Escrow Holder by Agent, 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.
   B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. 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 shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall 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 Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by **paragraphs 3, 8, 10, 11**, or elsewhere in this Agreement.
   C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. 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 a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11H**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11H**.
   D. Agents are not a party to the escrow, except for Brokers for the sole purpose of compensation pursuant to **paragraph 18A and paragraph 3 of the Real Estate Brokers Section**. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, 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).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.
   E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
   F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraphs 5A(1) and 5A(2)**. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: **(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.
   G. 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.
20. **SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
21. **MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted 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. Buyer acknowledges that: **(i)** any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; **(ii)** California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and **(iii)** Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
22. **ATTORNEY FEES AND COSTS:** 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 30A.**
23. **ASSIGNMENT:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, 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. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA).
24. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
25. **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
   A. **"Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.

B. **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
C. **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
D. **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
E. **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
F. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
G. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
H. **"Copy"** means copy by any means including photocopy, facsimile and electronic.
I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or legal holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or legal holiday ("Allowable Performance Day"), and ending at 11:59 pm. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed, the COE shall occur on the next day the Recorder's office in that County is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
J. **"Day"** or **"Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.
K. **"Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means **(i)** a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or **(ii)** an Electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
L. **"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.
M. **"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.
N. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 32** or **paragraph 33.**
O. **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.
P. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
Q. **"Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

26. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after 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. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.

27. 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 Agreed, 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.**

28. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 32** or **33** 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 Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall Deliver to the other Party and Escrow Holder, within the time specified in **paragraph 3N(5)**, 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).

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29. **LIQUIDATED DAMAGES** (By initialing in the space below, you are agreeing to 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. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).**

Buyer's Initials _____ **Seller's Initials** FH / _____

30. **MEDIATION:**
   A. 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. The mediation shall be conducted 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 Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent.** Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. 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.
   B. **ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 31B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 31C; and (iii) Agent's rights and obligations are further specified in paragraph 31D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.**

31. **ARBITRATION OF DISPUTES:**
   A. **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 Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties, OR ☐ _____. 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. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. 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.**
   B. **EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.**
   C. **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.**
   D. **AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.**
   E. **"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

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

Buyer's Initials _____ **Seller's Initials** FH / _____

32. BUYER'S OFFER

A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**

B. ☒ **ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 28** for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is/are: Wanyu Luo, _____.

(4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

_____.

C. The RPA has 16 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, DocuSigned by: _____ **Date:** 03/17/22

Printed name of BUYER: WY LLC

☒ Printed Name of Legally Authorized Signer: Wanyu Luo Title, if applicable, Managing Member

(Signature) By, _____ **Date:** _____

Printed name of BUYER: _____

☐ Printed name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

33. ACCEPTANCE

A. 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 Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below. Seller shall return and include the entire agreement with any response.

☐ **Seller Counter Offer** (C.A.R. Form SCO or SMCO)

☐ **Back-Up Offer Addendum** (C.A.R. Form BUO)

B. ☒ **Entity Sellers: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 28** for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____.

(4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

_____.

C. The RPA has 16 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By, DocuSigned by: Frank Hernandez 37F3850EC1C9481... **Date:** 03/18/22

Printed name of SELLER: Amphil Group LLC.

☒ Printed Name of Legally Authorized Signer: Frank Hernandez Title, if applicable, Managing Member

(Signature) By, _____ **Date:** _____

Printed name of SELLER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: ____/____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials

REAL ESTATE BROKERS SECTION:

1. **Real Estate Agents are not parties to the Agreement between Buyer and Seller.**
2. **Agency relationships are confirmed as stated in paragraph 2.**
3. **Cooperating 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.
4. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
5. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm *Re/Max 2000 Realty* Lic. # *01264629*
By *Amy Ji* *Amy Ji* Lic. # *01743616* Date 03/17/22
By _____ Lic. # _____ Date _____
☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es):
Email _____ Text # _____
Alternate: _____
☐ if checked, Delivery shall be made to the alternate designated electronic delivery address only.
Address *1221 S Hacienda Blvd* City *Hacienda Heights* State *CA* Zip *91745-2232*

B. Seller's Brokerage Firm *Re/Max 2000 Realty* Lic. # *01264629*
By *Amy Ji* *Amy Ji* Lic. # *01743616* Date 03/18/22
By _____ Lic. # _____ Date _____
☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent):
Email _____ Text # _____
Alternate: _____
☐ if checked, Delivery shall be made to the alternate designated electronic delivery address only.
Address *1221 S Hacienda Blvd* City *Hacienda Heights* State *CA* Zip *91745-2232*

ESCROW HOLDER ACKNOWLEDGMENT:
Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of $ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to **paragraph 19** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.
Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____
Escrow Holder _____ Escrow # _____
By _____ Date _____
Address _____
Phone/Fax/E-mail _____
Escrow Holder has the following license number # _____
☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: _____ / _____ Seller's Brokerage Firm presented this offer to Seller on _____ (date).
Agent or Seller Initials

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BUYER'S INVESTIGATION ADVISORY

(C.A.R. Form BIA, Revised 12/21)

Property Address *19650 Chalina Drive, Walnut, CA 91789*

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 non-structural 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, GOVERNMENTAL REQUIREMENTS, AND ADDRESS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. Postal/mailing address and zip code may not accurately reflect the city which has jurisdiction over the property.
   J. **RENTAL PROPERTY RESTRICTIONS:** The State, some counties, and some cities 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.

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Amy Ji Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

DocuSign Envelope ID: 27984917-5E68-41AB-B9F7-69512F730B33

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. Buyers are encouraged to read it carefully.

Buyer X _____ *WY LLC* Date 03/17/22

Buyer _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

(C.A.R. Form CCPA, Revised 12/21)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, "opt out" or stop the transfer of your PI to others, and the right to request that the business delete your PI entirely. You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Also, even businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant WY LLC Date 03/17/22

Buyer/Seller/Landlord/Tenant _____ Date _____

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EQUAL HOUSING OPPORTUNITY

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EXHIBIT 5

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CALIFORNIA ASSOCIATION OF REALTORS®

SELLER MULTIPLE COUNTER OFFER No. 1

(C.A.R. Form SMCO, Revised 12/21)

Date 03/18/2022

This is a counter offer to the Purchase Agreement, OR ☐ Buyer Counter offer No. ____, ☐ Other _____ ("Offer"), dated 03/17/2022, on property known as 19650 Chalina Drive, Walnut, CA 91789 ("Property"), between WY LLC ("Buyer") and Amphil Group LLC ("Seller"). Buyer and Seller are referred to as the "Parties."

1. **TERMS:** The terms and conditions of the above referenced document are accepted subject to the following:
   A. **The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties. If either of those paragraphs is not initialed by all Parties, that paragraph is excluded from the final agreement unless specifically referenced for inclusion in paragraph 1D of this or another Counter Offer.**
   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. **Any previous unaccepted Seller Counter Offer is hereby withdrawn and revoked.**
   D. **OTHER TERMS:**
      1. Sales price to be $1,800,000.
      2. Property to be sold " AS IS" condition, no repairs.
      3. No appraisal contingency.
      4. Seller's choice of escrow and title company.
   E. The following attached documents are incorporated into this Seller Multiple Counter Offer when Signed and Delivered by both Parties (if both Parties do not Sign and Deliver all attached addenda then any acceptance of this Seller Counter Offer is not valid):
      ☐ Addendum #_____ (C.A.R. Form ADM)
      ☐ Back Up Offer Addendum (C.A.R. Form BUO)
      ☐ Seller License to Remain in Possession Addendum (C.A.R. Form SIP) (occupancy up to 29 days)
      ☐ Seller Purchase of Replacement Property (C.A.R. Form SPRP)
      ☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA)
      ☐ Residential Lease After Sale (C.A.R. Form RLAS) (occupancy for 30 or more days)
      ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
      ☐ Other _____ ☐ Other _____
2. **BINDING EFFECT:** Seller is making Multiple Counter Offers to other prospective Buyers on terms that may or may not be the same as in this Multiple Counter Offer. This Multiple Counter Offer does not bind Seller and Buyer unless all of the following occur in the times specified below: Seller Signs in **paragraph 5**, Buyer Signs in **paragraph 7**, Seller signs in **paragraph 8**, and Buyer receives a Copy of the Multiple Counter Offer with all of the signatures. (Note: Prior to the completion of all of the foregoing, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property.)
3. **EXPIRATION OF SELLER MULTIPLE COUNTER OFFER:** This Multiple Counter Offer shall be deemed revoked and the deposits shall be returned to Buyer unless by 5:00 PM on the third Day after the date Seller Signed in **paragraph 5** (if more than one Seller, then the last date) (or by 5:00 ☐ AM/☒ PM on 03/21/2022 (date)), **(i)** this Seller Multiple Counter Offer is Signed in **paragraph 7** by Buyer, and **(ii)** a copy of the Multiple Counter Offer Signed by Buyer is personally received by Seller or Seller's Authorized Agent.
4. **MARKETING TO OTHER BUYERS:** Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Seller selection of this Multiple Counter Offer.
5. **OFFER: SELLER MAKES THIS MULTIPLE COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED.** The terms and conditions of those documents are incorporated into this Seller Multiple Counter Offer unless Otherwise Agreed.

DocuSigned by: Frank Hernandez — Amphil Group LLC Date 03/18/22

_____ Date _____

6. **ACCEPTANCE OF SELLER MULTIPLE COUNTER OFFER:** Buyer's acceptance of this Seller Multiple Counter Offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by 5:00 PM on the fourth Day after the date Seller Signs in **paragraph 5** (if more than one Seller, then the last date) (or by _____ ☐ AM/☐ PM on _____ (date) **(i)** it is Signed in **paragraph 8** by Seller, and **(ii)** a copy of this Seller Multiple Counter Offer signed by Seller in **paragraph 8** is personally received by Buyer or Buyer's Agent who is authorized to receive it.

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7. **ACCEPTANCE:** Buyer accepts the above Multiple Counter Offer (**If checked** ☐ **SUBJECT TO THE ATTACHED COUNTER OFFER No.** ____) and acknowledges receipt of a Copy.

DocuSigned by:
[signature] **WY LLC** Date 03/18/22
08D406D89F4247B
Date _____

8. **SELECTION OF ACCEPTED MULTIPLE COUNTER OFFER:** By Signing below, Seller accepts this Multiple Counter Offer. **NOTE TO SELLER:** Do NOT Sign in this box until after Buyer Signs in **paragraph 7**. DO NOT Sign in this box if this Seller Multiple Counter Offer is subject to an attached Counter Offer.

Frank Hernandez Date 03/18/22
37F3850EC1C9481...
Date _____

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EQUAL HOUSING OPPORTUNITY

EXHIBIT 6

RECEIPT OF FUNDS WIRED IN

Rowland Escrow
19051 Colima Road
Rowland Heights, CA 91748
Phone: (626) 912-1920 Fax: (626) 912-1613

2 - 02 - East West Bank

Date: March 22, 2022

ESCROW NO.: 028928-RC

REF NO.: 25608

Property: 19650 Chalina Drive, Walnut, CA, 91789

Amount $54,000.00

RECEIVED OF: Wanyu Luo

Received on behalf of: BUYER/BORROWER
Issued By: jenny

Received After Hours: [ ]
Earnest Money: Yes

Description

This funds transfer was received on 2022-03-22, for $54,000.00.
The funds have been CREDITED to account # **********3923.

Sender:
Name : JPMORGAN CHASE
ABA # : 021000021
Reference # : 3576742080ES
Received from :
Instructing Bank :
By Order Of : WANYU LUO

OMAD Reference # : 20220322L2B77Q1C00123103220801FT01

Reference for Beneficiary: DCD OF 22/03/21

Beneficiary: ROWLAND ESCROW

Beneficiary Bank:

* * *

Originator Info: WANYU LUO

Originator Bank:

Originator Bank Info: FOR REBECCA CHEN, ESCROW # 028928-RC

Bank to Bank and all other FRB info fields:

CTP Information

Local Instrument Code:
Cover Payment Information:
USD 54,000.00

EXHIBIT 7

TOP FINANCIAL

April 6th, 2022

Dear Wanyu Luo of WY LLC

We are pleased to inform you that you have been Pre-Approved for a purchasing loan for $1,068,000

This loan Pre-Approval is subject to conditions set forth below:
All Loan conditions set forth in the loan approval must satisfy before the loan document released and funds.

- An evaluation and review of the property by and satisfactory to Top Financial which indicates the property value to be sufficient to support the loan request.
- A satisfactory verification by Top finanaicl of all pertinent information, including, without limitation, further substantiation of credit activity, sufficient fire insurance coverage and supporting documentation.
- A title policy acceptable by Fannie Mae or Freddie Mae's requirement
- Top financial reserves the right to require update of any documentation.

Loan Description:

Property Address: 19650 Chalina Drive, Walnut CA 91789
Purpose: PURCHASE
Property Type: Single Family Residence
Loan Term: Fixed
Target Purchase price: $1,780,000
Qualified Max Loan amount: $1,068,000
Maximum Loan-to-Value Ratio: 60%

This Pre-Approval letter is limited to the loan information stated above.
Thank you for selecting Top financial. We look forward to meeting your home financing needs, now and in the future. If you should have any questions regarding this pre-approval, please call me at 626-246-4479

Sincerely,

Kuanyu (Kent) Chen
loan counselor
Direct:1-626-246-4479
Email: Kent.chen@topfinancialusa.com
NMLS # 242098

EXHIBIT 8

CHASE PRIVATE CLIENT
JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218 - 2051

March 01, 2022 through March 31, 2022
Account Number: Account #1

CUSTOMER SERVICE INFORMATION

Web site:	**Chase.com**
Service Center:	**1-888-994-5626**
Deaf and Hard of Hearing:	1-800-242-7383
International Calls:	1-713-262-1679

00801299 DRE 703 219 09122 NNNNNNNNNNN 1 000000000 69 0000
WANYU LUO
482 S ARROYO PKWY # 108
PASADENA CA 91105-2580

We updated our Wire Transfer Agreement

On March 20, 2022, we updated our Wire Transfer Agreement to help clarify some of our terms and conditions, including:

- The definition of "Consumer International Wire Transfer"
- The calculation of foreign exchange rates for returned or cancelled foreign currency wire transfers
- The limitation of our liability

We also added two sections that explain customer rights:

- Section 12 - Contact Us in the Event of an Error –You agree to notify us within 30 days of an error for Domestic Wire Transfers
- Section 13 - Consumer International Wire Transfers –Additional terms applicable to only Consumer International Wire Transfers

If you'd like a copy of this agreement, please visit a branch.

SAVINGS SUMMARY

Chase Private Client Savings

	AMOUNT
Beginning Balance	**$506,057.66**
Deposits and Additions	8.47
Ending Balance	**$506,066.13**
Annual Percentage Yield Earned This Period	0.02%
Interest Paid This Period	$8.47
Interest Paid Year-to-Date	$24.59

Interest paid in 2021 for account 000003857715875 was $40.03.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		**$506,057.66**
03/31	Interest Payment	8.47	506,066.13
	Ending Balance		**$506,066.13**

You earned a higher interest rate on your Chase Private Client Savings account during this statement period because you had a qualifying Chase Private Client Checking account.

CHASE PRIVATE CLIENT

March 01, 2022 through March 31, 2022

Account Number:

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC

JPMorgan Chase Bank, N.A. Member FDIC

CHASE PRIVATE CLIENT
JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218 - 2051

March 01, 2022 through March 31, 2022
Account Number:

Account #2

CUSTOMER SERVICE INFORMATION

Web site:	Chase.com
Service Center:	1-888-994-5626
Deaf and Hard of Hearing:	1-800-242-7383
International Calls:	1-713-262-1679

00121803 DRE 703 141 09122 NNNNNNNNNNN T 1 000000000 69 0000
WANYU LUO

012180302010000000022

We're making a change to the Non-Chase ATM Transaction Fee

On June 12, 2022, we're increasing the Non-Chase ATM Transaction Fee* from $2.50 to $3. This fee applies when you use a Non-Chase ATM for Domestic Withdrawals, Domestic & International Balance Inquiries, or Domestic & International Balance Transfers. The International Withdrawal Fee for ATMs outside the U.S., Puerto Rico and the U.S. Virgin Islands remains $5 per withdrawal. As a reminder, you won't pay a fee for using Chase ATMs and you may get these fees waived depending on the type of account(s) you have.

- We'll continue to waive this fee on the following types of accounts: Chase Sapphire℠ Checking, Chase Private Client Checking℠, Chase Premier Savings℠, Chase Plus Savings℠, Chase Private Client Savings℠ and Chase Premier Plus Checking℠ with Military Banking Enhanced Benefits.
- We'll continue to waive the first four Non-Chase ATM transaction fees for each statement period for Chase Premier Plus Checking and Chase Premier Checking℠ accounts.

If you'd like to see the full Fee Schedule on the Additional Banking Services and Fees document, please go to **chase.com/disclosures** or visit a branch.

Please call the number on this statement if you have any questions. We accept operator relay calls.

**Fees from the ATM owner/networks may still apply.*

We updated our Wire Transfer Agreement

On March 20, 2022, we updated our Wire Transfer Agreement to help clarify some of our terms and conditions, including:

- The definition of "Consumer International Wire Transfer"
- The calculation of foreign exchange rates for returned or cancelled foreign currency wire transfers
- The limitation of our liability

We also added two sections that explain customer rights:

- Section 12 - Contact Us in the Event of an Error –You agree to notify us within 30 days of an error for Domestic Wire Transfers
- Section 13 - Consumer International Wire Transfers –Additional terms applicable to only Consumer International Wire Transfers

If you'd like a copy of this agreement, please visit a branch.

CHASE PRIVATE CLIENT

March 01, 2022 through March 31, 2022
Account Number:

CHECKING SUMMARY

Chase Private Client Checking

	AMOUNT
Beginning Balance	**$1,196,578.06**
Deposits and Additions	8.15
ATM & Debit Card Withdrawals	-1,399.51
Electronic Withdrawals	-476,295.54
Ending Balance	**$718,891.16**

Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	$8.15
Interest Paid Year-to-Date	$28.12

Interest paid in 2021 for accoun was $8.47.

The monthly service fee for this account was waived as an added feature of Chase Platinum Business Checking account

EXHIBIT 9

Sign Envelope ID: 978830E9-4D73-432D-A0FC-40D763038432

Rowland Escrow

19051 Colima Road • Rowland Heights, CA 91748
Tel: (626) 912-1920 • Fax: (626) 912-1613

Rebecca Chen
Escrow Officer

Date: March 22, 2022
Escrow No.: 028928-RC

Property Address: 19650 Chalina Drive Walnut, CA 91789

INSTRUCTIONS TO PAY COMMISSION

At the close of your above-numbered escrow, you are authorized and instructed to pay the following:

Pay Commission to	Re/Max 2000 Realty 1221 S. Hacienda Blvd. Hacienda Heights, CA 91745 Agent: Amy Ji	$54,000.00
TOTAL COMMISSION		$54,000.00

This instruction irrevocably assigns the above stated commission to the above named Broker(s). This instruction may not be amended or revoked without the written consent of the Broker(s) hereinabove named.

SELLERS:

Amphil Group, LLC, a California Limited Liability Company

By: _____
Frank Hernandez, Managing Member

Re/Max 2000 Realty

BY: DocuSigned by: Kuan Sung 03/22/22
Kuan Sung Authorized Signature

License # 01264629

EXHIBIT 10

Amy Ji

Associate | License# #01743616

Amy Ji (626) 922-9858

RE/MAX 2000
17843 Colima Rd
City of Industry, CA 91748

Languages

English, Mandarin

Specialties

BUS, FIRST, INT, LUX, FIRST, INV, INT

About Me

Amy obtained master degree of engineering in Mainland China and pursued her MBA diploma in USA. She is the president, vice president, and director of multiple Associations in southern California.

Amy is a dazzling star among thousands of real estate agents in south California. Her reputation was not gained through a short duration of time, which experienced numerous ups and downs. That is one minute on the stage, requires ten years of hard working. The key of her success is diligence, diligent mouth, diligent hands, and diligent brain. Effort and opportunity lead to her success, Opportunities are always left to prepared people. The most important things to her success are loyalty, first-class service, confidence, and steady, due diligence, enthusiasm and outgoing personality.

She always fair to all her clients no matter what are the property value. Her clients will get careful and thoughtful service, including prediction markets research, the tips of purchasing and selling house, and follow up service. Usually after the transaction, the client will become a friend of her, and will introduce new clients to her.

Amy Ji has the eternal pursuit of perfection. She has many advertisements and a wide connection with other people. She has handled over 20 million-dollars real estate transactions in this year. Amy is also a specialist of real estate columnist, who always

publishes real estate related articles on newspapers, magazines and online. The "Diamond Bar Introduction" and "Walnut Introduction" written by Amy have been collected in Diamond Bar and Walnut city library. Her aim is friendship, loyalty, responsibility, and win-win. She loves real estate. We believe that she will move towards her favorite targets and has a bright future on it. At last hope her professional knowledge and sincerity will provide you a satisfactory purchasing or selling experience!

EXHIBIT - 11

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CALIFORNIA ASSOCIATION OF REALTORS®

SELLER INSTRUCTION TO EXCLUDE LISTING FROM THE MULTIPLE LISTING SERVICE AND DAYS ON MARKET

(C.A.R. Form SELM, Revised 6/20)

This is an addendum ("Addendum") to the Listing Agreement or ☐ Other _____ ("Agreement") dated 04/27/2021 on property known as 19650 Chalina Drive, Walnut, CA 91789 ("Property"), in which AMPHIL GROUP LLC is referred to as Seller and Re/Max 2000 Realty is referred to as Broker.

1. **MULTIPLE LISTING SERVICE:** Broker is a participant/subscriber to the _____ Multiple Listing Service (MLS). The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate licensees who are participants or subscribers to the MLS or a reciprocal MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's Property is offered for sale.
2. **BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS**
   A. **EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.
   B. **IMPACT OF OPTING OUT OF MLS:** If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: **(i)** Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; **(ii)** real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; **(iii)** Information about Seller's Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings and; **(iv)** real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.
   C. **REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.
3. **MANDATORY SUBMISSION TO MLS/CLEAR COOPERATION POLICY:**
   A. The MLS requires (☐ Does NOT require – see paragraph D below) brokers participating in the service to submit all exclusive right to sell and exclusive agency listings for residential real property with one-to-four units or vacant lots to the MLS within 1 business day of any public marketing of the Property.
   B. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.
   C. Excluding the Property from the MLS means that Seller is authorizing limited exposure of the Property and **(i)** no public marketing will occur and **(ii)** the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.
   D. ☐ **MLS HAS NOT ADOPTED THE NATIONAL ASSOCIATION OF REALTORS® CLEAR COOPERATION POLICY:** Broker's MLS rules govern the submission of listings differently than those set forth in paragraphs 3A, B, and C. With Seller's written consent, Broker may keep the Property out of the MLS. Seller certifies that Seller understands the implications of not submitting Property to the MLS and instructs Broker as follows. **DO NOT** submit Listing to the MLS (Check one):
      (1) ☐ For a period of _____ calendar days from the commencement of the listing
      (2) ☐ Until _____(date).
      (3) ☐ During the entire listing period provided for in the Agreement.
4. **SELLER INSTRUCTION TO BROKER TO EXCLUDE PROPERTY FROM THE MLS:** (This paragraph 4 applies, unless 3D is checked.)
   A. ☐ Do NOT market the Property immediately. Begin marketing to the public on _____(date).
   OR **B.** ☐ Do NOT market the Property to the public during the entire listing period.
   C. Whether **A or B is selected**, Seller understands and agrees that should any public marketing of the property occur, the Property listing will be submitted to the MLS for cooperation with other brokers within 1 business day.

Seller acknowledges that Seller has read, understands, accepts and has received a copy of this Addendum.

Seller Frank Hernandez AMPHIL GROUP LLC Date 05/07/21

Seller _____ Date _____

Real Estate Broker (Firm) Re/Max 2000 Realty Lic. # 01264629

By (Broker or Office Manager) Amy Ji Amy Ji Lic. # 01743616 Date 05/05/21

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CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Seller's Brokerage Firm to Seller)
(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. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

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. An agent acting only for a Buyer has the following affirmative obligations:

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. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

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. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

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 SEPARATE PAGE).**

☐ Buyer ☒ Seller ☐ Landlord ☐ Tenant Frank Hamandjian AMPHI GROUP LLC Date 05/07/21

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent _____ Re/Max 2000 Realty Real Estate Broker (Firm) DRE Lic. # 01264629

By Amy Ji (Salesperson or Broker-Associate, if any) Amy Ji DRE Lic. # 01743616 Date 05/05/21

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Re/Max 2000 Realty, 17843 Colima Road City of Industry, CA 91748 Phone: 6269229858 Fax: 6268101777 19650 Chalice Dr
Amy Ji
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

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CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

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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CALIFORNIA ASSOCIATION OF REALTORS®

FAIR HOUSING & DISCRIMINATION ADVISORY

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

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

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

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

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E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. **EXAMPLES OF POSITIVE PRACTICES:**
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. **FAIR HOUSING RESOURCES**: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://www.dfeh.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. **LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

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

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord Frank Hernandez **AMPHIL GROUP LLC** Date 05/07/21

Seller/Landlord _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

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

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

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

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

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

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

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

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

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

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

Seller Frank Hernandez AMPHIL GROUP LLC Date 05/07/21
Seller _____ Date _____

Buyer _____ Date _____
Buyer _____ Date _____

Buyer's Brokerage Firm _____ DRE Lic # _____ Date _____
By _____ DRE Lic # _____ Date _____

Seller's Brokerage Firm Re/Max 2000 Realty DRE Lic # 01264629 Date _____
By Amy Ji Amy Ji DRE Lic # 01743616 Date 05/05/21

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CALIFORNIA ASSOCIATION OF REALTORS®

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Revised 12/17)

Property Address: *19650 Chalina Drive, Walnut, CA 91789* ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

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

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

ACCORDINGLY, YOU ARE ADVISED:

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

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

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

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

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

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

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord X Frank Hernandez *AMPHIL GROUP LLC* Date 05/07/21

Seller/Landlord _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

RESIDENTIAL LISTING AGREEMENT
(Exclusive Authorization and Right to Sell)
(C.A.R. Form RLA, Revised 6/20)

Date Prepared: *04/27/2021*

1. **EXCLUSIVE RIGHT TO SELL:** *AMPHIL GROUP LLC* ("Seller")
hereby employs and grants *Re/Max 2000 Realty* ("Broker")
beginning (date) *May 15, 2021* and ending at 11:59 P.M. on (date) *January 1, 2022* ("Listing Period")
the exclusive and irrevocable right to sell or exchange the real property described as *19650 Chalina Drive*
, situated in *Walnut* (City),
Los Angeles (County), California, *91789* (Zip Code), Assessor's Parcel No. *8734011009* ("Property").
☐ This Property is a manufactured (mobile) home. See Manufactured Home Listing Addendum (C.A.R. form MHLA) for additional terms.
☐ This Property is being sold as part of a probate, conservatorship, guardianship, or receivership. See Probate Listing Addendum and Advisory (C.A.R. form PLA) for additional terms.

2. **LISTING PRICE AND TERMS:**
A. The listing price shall be: *Two Million, One Hundred Thousand*
Dollars ($ *2,100,000.00*).
B. Listing Terms: .

3. **COMPENSATION TO BROKER:**
Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker).
A. Seller agrees to pay to Broker as compensation for services irrespective of agency relationship(s), either ☒ *4.000* percent of the listing price (or if a purchase agreement is entered into, of the purchase price), or ☐ $,
AND , as follows:
(1) If during the Listing Period, or any extension, Broker, cooperating broker, Seller or any other person procures a ready, willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the Buyer completes the transaction or is prevented from doing so by Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)
OR (2) If within *60* calendar days (a) after the end of the Listing Period or any extension; or (b) after any cancellation of this Agreement, unless otherwise agreed, Seller enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Seller a signed, written offer to acquire, lease, exchange or obtain an option on the Property. Seller, however, shall have no obligation to Broker under paragraph 3A(2) unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Seller a written notice of the names of such Prospective Buyers.
OR (3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the Listing Period, or any extension.
B. If completion of the sale is prevented by a party to the transaction other than Seller, then compensation which otherwise would have been earned under paragraph 3A shall be payable only if and when Seller collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.
C. In addition, Seller agrees to pay Broker: *3% if Amy Ji is a dual agent.* .
D. Seller has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.
(1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS") by offering to MLS brokers out of Broker's compensation specified in 3A, either ☐ percent of the purchase price, or ☐ $.
(2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy.
E. Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to paragraph 3A, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.
F. (1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows: .
(2) Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following individuals or entities: .
(3) If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Seller in such transaction.

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Seller's Initials X(FR) ( )
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Property Address: *19650 Chalina Drive, Walnut, CA 91789* Date: *04/27/2021*

4. A. **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price.
ADDITIONAL ITEMS EXCLUDED: _____.
ADDITIONAL ITEMS INCLUDED: _____.
Seller intends that the above items be excluded or included in offering the Property for sale, but understands that: (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

B. **(1) LEASED OR NOT OWNED ITEMS:** The following items are leased or not owned by Seller:
☐ Solar power system ☐ Alarm system ☐ Propane tank ☐ Water Softener
☐ Other _____
(2) LIENED ITEMS: The following items have been financed and a lien has been placed on the Property to secure payment:
☐ Solar power system ☐ Windows or doors ☐ Heating/Ventilation/Air conditioning system
☐ Other _____
Seller will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or liened item.

5. **MULTIPLE LISTING SERVICE:**
A. **WHAT IS AN MLS?** The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. As set forth in **paragraph 7**, participants and subscribers conducting public marketing of a property listing must submit the property information to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit listing information to Internet sites that post property listings online.

B. **WHAT INFORMATION IS PROVIDED TO THE MLS:** All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and (ii) may be provided to the MLS even if the Property was not listed with the MLS. Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.

C. **WHAT IS BROKER'S MLS?** Broker is a participant/subscriber to _____ Multiple Listing Service (MLS) and possibly others. That MLS is (or if checked ☐ is not) the primary MLS for the geographic area of the Property. When required by paragraph 7 or by the MLS, Property will be listed with the MLS(s) specified above.

6. **BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS**
A. **EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

B. **IMPACT OF OPTING OUT OF MLS:** If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (i) Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; (ii) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (iii) information about Seller's Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings and; (iv) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

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

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

Seller's Initials (FR **)(** _____ **)** **Broker's/Agent's Initials (** _____ **)(** _____ **)**

7. **PUBLIC MARKETING OF PROPERTY:**
A. **CLEAR COOPERATION POLICY:** MLS rules require (☐ Do NOT require - see 7F) that residential real property with one to four units and vacant lot listings be submitted to the MLS within 1 business day of any public marketing.

B. **PUBLIC MARKETING WITHIN CLEAR COOPERATION: (i) Public marketing** includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. **(ii)** Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.

C. **"COMING SOON" STATUS IMPACT ON MARKETING:** Seller is advised to discuss with Broker the meaning of "Coming Soon" as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS. Seller does (☐ does not) authorize Broker to utilize Coming Soon status, if any.

D. **Seller Instructs Broker:** (MLS may require C.A.R. Form SELM or local equivalent form)
(1) Seller instructs Broker to market the Property to the public, and to start marketing on the beginning date of this Agreement or ☐ _____ (date).
OR (2) ☐ Seller instructs Broker NOT to market the Property to the public. Seller understands that no public marketing will occur and the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.

E. **Whether 7D(1) or 7D(2) is selected,** Seller understands and agrees that should any public marketing of the Property occur, the Property listing will be submitted to the MLS within 1 business day.

F. ☐ **CLEAR COOPERATION POLICY DOES NOT APPLY:** Paragraphs 7A (other than the language in the parenthetical), 7B, 7D and 7E do not apply to this listing. Broker shall disclose to Seller and obtain Seller's consent for any instruction to not market the Property on the MLS or to the public.

8. **MLS DATA ON THE INTERNET:** MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:

A. **PROPERTY OR PROPERTY ADDRESS:** Seller can instruct Broker to have the MLS not display the Property or the Property address on the Internet (C.A.R. Form SELI). Seller understands that either of these opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.

B. **FEATURE OPT-OUTS:** Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below (C.A.R. Form SELI). Seller understands **(i)** that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; **(ii)** that other Internet sites may or may not have the features set forth herein; and **(iii)** that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
(1) **COMMENTS AND REVIEWS:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.
(2) **AUTOMATED ESTIMATE OF VALUE:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display.
☐ Seller elects to opt out of certain Internet features as provided by C.A.R. Form SELI or the local equivalent form.

9. **SELLER REPRESENTATIONS:** Seller represents that, unless otherwise specified in writing, Seller is unaware of: **(i)** any Notice of Default recorded against the Property; **(ii)** any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; **(iii)** any bankruptcy, insolvency or similar proceeding affecting the Property; **(iv)** any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and **(v)** any current, pending or proposed special assessments affecting the Property. Seller shall promptly notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any extension thereof.

10. **BROKER'S AND SELLER'S DUTIES:**

A. Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized, but not required, to **(i)** order reports and disclosures including those specified in 10D as necessary, **(ii)** advertise and market the Property by any method and in any medium selected by Broker, including MLS and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and **(iii)** disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers.

B. Broker agrees to present all offers received for Seller's Property, and present them to Seller as soon as possible, unless Seller gives Broker written instructions to the contrary.

C. Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and, subject to paragraph 3F, referring to Broker all inquiries of any party interested in the Property. Seller is responsible for determining at what price to list and sell the Property.

D. Investigations and Reports: Seller agrees, within **5 (or ___) Days** of the beginning date of this Agreement, to pay for the following pre-sale reports: ☐ Structural Pest Control ☐ General Property Inspection ☐ Homeowners Association Documents ☐ Other _____.
If Property is located in a Common Interest Development or Homeowners Association, Seller is advised that there may be benefits to obtaining any required documents prior to entering into escrow with any buyer. Such benefits may include, but not be limited to, potentially being able to lower costs in obtaining the documents and avoiding any potential delays or complications due to late or slow delivery of such documents.

E. Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, attorney fees and costs arising from any incorrect or incomplete information supplied by Seller, or from any material facts that Seller knows but fails to disclose including dangerous or hidden conditions on the Property.

11. **DEPOSIT:** Broker is authorized to accept and hold on Seller's behalf any deposits to be applied toward the purchase price.

12. **AGENCY RELATIONSHIPS:**

A. **Disclosure:** The Seller acknowledges receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).

B. **Seller Representation:** Broker shall represent Seller in any resulting transaction, except as specified in paragraph 3F.

C. **POSSIBLE DUAL AGENCY WITH BUYER:** Depending upon the circumstances, it may be necessary or appropriate for Broker

to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees 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.

D. **CONFIRMATION:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.

E. **POTENTIALLY COMPETING SELLERS AND BUYERS:** Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement. Seller acknowledges receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

13. **SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: **(i)** to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; **(ii)** to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Seller (such as "nanny cams" and hidden security cameras). Seller is advised to post notice disclosing the existence of security devices.

14. **PHOTOGRAPHS AND INTERNET ADVERTISING:**

A. In order to effectively market the Property for sale it is often necessary to provide photographs, virtual tours and other media to buyers. Seller agrees (or ☐ if checked, does not agree) that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other marketing materials and sites. Seller acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker's control or lack of control of future use of the Images. If Seller is concerned, Seller should request that Broker provide any third parties' agreement impacting the Images. Seller also acknowledges that once Images are placed on the Internet neither Broker nor Seller has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Seller further assigns any rights in all Images to the Broker/Agent and agrees that such Images are the property of Broker/Agent and that Broker/Agent may use such Images for advertising, including post sale and for Broker/Agent's business in the future.

B. Seller acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other images of the property. Seller understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. (If checked) ☐ Seller instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing Appraisal or Inspection reports. Seller acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Seller has control over who views such Images nor what use viewers may make of the Images.

15. **KEYSAFE/LOCKBOX:** A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Seller further agrees that Broker, at Broker's discretion, and without further approval from Seller, shall have the right to grant access to and convey Seller's consent to access the Property to inspectors, appraisers, workers, repair persons, and other persons requiring entry to the Property in order to facilitate the sale of the Property. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a keysafe/lockbox. Seller does (or if checked ☐ does not) authorize Broker to install a keysafe/lockbox. If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox (C.A.R. Form KLA).

16. **SIGN:** Seller does (or if checked ☐ does not) authorize Broker to install a FOR SALE/SOLD sign on the Property.

17. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.

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

19. **ADDITIONAL TERMS:** ☐ REO Advisory Listing (C.A.R. Form REOL) ☐ Short Sale Information and Advisory (C.A.R. Form SSIA) ☐ Trust Advisory (C.A.R. Form TA) ☐ Seller intends to include a contingency to purchase a replacement property as part of any resulting transaction

Seller's Initials X(FR) (_____)

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20. **MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within **5 Days** After its execution.
21. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Seller and Seller's successors and assigns.
22. **DISPUTE RESOLUTION:**
    A. **MEDIATION:** Seller and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. Exclusions from this mediation agreement are specified in paragraph 22B.
    B. **ADDITIONAL MEDIATION TERMS: The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.**
    C. **ARBITRATION ADVISORY:** If Seller and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).
23. **ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.
24. **OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants that: **(i)** Seller is the owner of the Property; **(ii)** no other persons or entities have title to the Property; and **(iii)** Seller has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are as follows: _____

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

By signing below, Seller acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Agreement.

Seller X Frank Hernandez AMPHIL GROUP LLC *AMPHIL GROUP LLC* Date 05/07/21

Address _____ City _____ State ____ Zip _____

Telephone _____ Fax _____ E-mail _____

Seller _____ Date _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Fax _____ E-mail _____

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

Real Estate Broker (Firm) *Re/Max 2000 Realty* DRE Lic. # *01264629*

Address *17843 Colima Road* City *City of Industry* State *CA* Zip *92591*

By Amy Ji Amy Ji Tel. *(626)922-9858* E-mail *amyji88@yahoo.com* DRE Lic.# *01743616* Date 05/05/21

By _____ Tel. _____ E-mail _____ DRE Lic.# _____ Date _____

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

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CALIFORNIA ASSOCIATION OF REALTORS®

SELLER'S ADVISORY

(C.A.R. Form SA, Revised 12/15)

Property Address: ***19650 Chalina Drive, Walnut, CA 91789*** ("Property")

1. **INTRODUCTION:** Selling property in California is a process that involves many steps. From start to finish, it could take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important first step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals, as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **DISCLOSURES:**
   A. **General Disclosure Duties:** You must affirmatively disclose to the buyer, in writing, any and all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If you do not know what or how to disclose, you should consult a real estate attorney in California of your choosing. Broker cannot advise you on the legal sufficiency of any disclosures you make. If the Property you are selling is a residence with one to four units except for certain subdivisions, your broker also has a duty to conduct a reasonably competent and diligent visual inspection of the accessible areas and to disclose to a buyer all adverse material facts that the inspection reveals. If your broker discovers something that could indicate a problem, your broker must advise the buyer.
   B. **Statutory Duties:** (For one-to-four Residential Units):
      (1) You must timely prepare and deliver to the buyer, among other things, a Real Estate Transfer Disclosure Statement ("TDS"), and a Natural Hazard Disclosure Statement ("NHD"). You have a legal obligation to honestly and completely fill out the TDS form in its entirety. (Many local entities or organizations have their own supplement to the TDS that you may also be asked to complete.) The NHD is a statement indicating whether your Property is in certain designated flood, fire or earthquake/seismic hazard zones. Third-party professional companies can help you with this task.
      (2) Depending upon the age and type of construction of your Property, you may also be required to provide and, in certain cases you can receive limited legal protection by providing, the buyer with booklets entitled "The Homeowner's Guide to Earthquake Safety," "The Commercial Property Owner's Guide to Earthquake Safety," "Protect Your Family From Lead in Your Home" and "Environmental Hazards: A Guide For Homeowners and Buyers." Some of these booklets may be packaged together for your convenience. The earthquake guides ask you to answer specific questions about your Property's structure and preparedness for an earthquake. If you are required to supply the booklet about lead, you will also be required to disclose to the buyer any known lead-based paint and lead-based paint hazards on a separate form. The environmental hazards guide informs the buyer of common environmental hazards that may be found in properties.
      (3) If you know that your property is: (i) located within one mile of a former military ordnance location; or (ii) in or affected by a zone or district allowing manufacturing, commercial or airport use, you must disclose this to the buyer. You are also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act, the Improvement Bond Act of 1915, and a notice concerning the contractual assessment provided by section 5898.24 of the Streets And Highways Code (collectively, "Special Tax Disclosures").
      (4) If the TDS, NHD, or lead, military ordnance, commercial zone or Special Tax Disclosures are provided to a buyer after you accept that buyer's offer, the buyer will have 3 days after delivery (or 5 days if mailed) to terminate the offer, which is why it is extremely important to complete these disclosures as soon as possible. There are certain exemptions from these statutory requirements; however, if you have actual knowledge of any of these items, you may still be required to make a disclosure as the items can be considered material facts.
   C. **Death and Other Disclosures:** Many buyers consider death on real property to be a material fact in the purchase of property. In some situations, it is advisable to disclose that a death occurred or the manner of death; however, California Civil Code Section 1710.2 provides that you have no disclosure duty "where the death has occurred more than three years prior to the date the transferee offers to purchase, lease, or rent the real property, or [regardless of the date of occurrence] that an occupant of that property was afflicted with, or died from, Human T-Lymphotropic Virus Type III/Lymphadenopathy-Associated Virus." This law does not "immunize an owner or his or her agent from making an intentional misrepresentation in response to a direct inquiry from a transferee or a prospective transferee of real property, concerning deaths on the real property."
   D. **Condominiums and Other Common Interest Subdivisions:** If the Property is a condominium, townhouse, or other property in a common interest subdivision, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowner's association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.
3. **CONTRACT TERMS AND LEGAL REQUIREMENTS:**
   A. **Contract Terms and Conditions:** A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price.

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Seller's Initials (FR) (_____)

Re/Max 2000 Realty, 17843 Colima Road City of Industry, CA 91748 Phone 6269239858 Fax 6268101777 19650 Chalina Dr
Amy Ji
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Property Address: *19650 Chalina Drive, Walnut, CA 91789* Date: *04/27/2021*

B. **Withholding Taxes:** Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.

C. **Prohibition Against Discrimination:** Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.

D. **Government Required Repairs, Replacements and Alterations:** Under State law, Property owners with limited exceptions, are required to: (1) Install operable smoke alarms and brace water heaters and provide a Buyer with a statement of compliance. Existing operable smoke alarms, that met compliance standards when installed, do not have to be removed even if not up to current legal requirements. Smoke alarms that are added or that replace older versions must comply with current law; and (2) install carbon monoxide detection devices. Some city and county governments may impose additional requirements, including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, tempered glass, and barriers around swimming pools and spas. You should consult with the appropriate governmental agencies, inspectors, and other professionals to determine which requirements apply to your Property, the extent to which your Property complies with such requirements, and the costs, if any, of compliance.

E. **EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

F. **Legal, Tax and Other Implications:** Selling your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.

4. **MARKETING CONSIDERATIONS:**

A. **Pre-Sale Inspections and Considerations:** You should consider doing what you can to prepare your Property for sale, such as correcting any defects or other problems, making cosmetic improvements, and staging. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional inspections prior to sale. Pre-sale inspections may include a general property inspection; an inspection for wood destroying pest and organisms (Structural Pest Control Report) and an inspection of the septic or well systems, if any, among others. By doing this, you then have an opportunity to make repairs before your Property is sold, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports or repairs that have been made, whether or not disclosed in a report, should be disclosed to the buyer (see "Disclosures" in paragraph 2 above). This is true even if the buyer gets his/her own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer. For example, if a Structural Pest Control Report has both a primary and secondary recommendation for clearance, you may want to specify in the purchase agreement those recommendations, if any, for which you are going to pay.

B. **Post-Sale Protections:** It is often helpful to provide the buyer with, among other things, a home protection/warranty plan for the Property. These plans will generally cover problems, not deemed to be pre-existing, that occur after your sale is completed. In the event something does go wrong after the sale, and it is covered by the plan, the buyer may be able to resolve the concern by contacting the home protection company.

C. **Safety Precautions:** Advertising and marketing your Property for sale, including, but not limited to, holding open houses, placing a keysafe/lockbox, erecting FOR SALE signs, and disseminating photographs, video tapes, and virtual tours of the premises, may jeopardize your personal safety and that of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect yourself, other occupants, visitors, your Property, and your belongings, including cash, jewelry, drugs, firearms and other valuables located on the Property, against injury, theft, loss, vandalism, damage, and other harm.

D. **Expenses:** You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.

5. **OTHER ITEMS:** _____

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this document.

Seller Frank Hmaidan Date 05/07/21

Print Name AMPHIL GROUP LLC

Seller _____ Date _____

Print Name _____

Real Estate Broker (Listing Firm) *Re/Max 2000 Realty* DRE Lic.#: *01264629*

By Amy Ji *Amy Ji* DRE Lic.# *01743616* Date 05/05/21

By _____ DRE Lic.# _____ Date _____

Address *17843 Colima Road* City *City of Industry* State *CA* Zip *92591*

Telephone *(626)922-9858* Fax *(626)810-1777* E-mail *amyji88@yahoo.com*

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CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY

(C.A.R. Form CCPA, 12/19)

As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c)]. For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.

A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly, most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.

Buyer/Seller/Landlord/Tenant Frank Hernandez Date 05/07/21

AMPHIC GROUP LLC

Buyer/Seller/Landlord/Tenant _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

LISTING AGREEMENT CORONAVIRUS ADDENDUM OR AMENDMENT

(C.A.R. Form RLA-CAA, 7/13/20)

The following terms and conditions are hereby incorporated in and made a part of the Listing Agreement or ☐ Other _____ ("Listing Agreement") dated 04/27/2021 on property known as 19650 Chalina Drive, Walnut, CA 91789 ("Property") in which Re/Max 2000 Realty is referred to as Broker and AMPHIL GROUP LLC is referred to as Seller

OR ☐ This is an amendment to the already existing Listing Agreement between Seller and Broker.

The current worldwide Coronavirus (COVID-19) pandemic has had unprecedented impacts on the real estate industry, affecting: Solicitation and marketing; Pre-contract showings, negotiations and inspections; Contract formation and expectations; Post-acceptance inspections and repairs; Loan applications, appraisals and approvals; and Closings. Local, State and Federal states of emergency, "Stay Home" orders, and Health Official and other Government mandates and recommendations (collectively, "COVID-19 Directives") have changed the way sellers and real estate licensees need to approach otherwise allowable or acceptable business practices. Seller and Broker acknowledge that there are mutual benefits in addressing the effects of the COVID-19 pandemic on the sale of the Property. In consideration for the mutual benefits contained herein, Seller and Broker agree as follows: This Addendum or Amendment shall remain in force until the earlier of either (i) the termination of all government orders, including local, State, and Federal, impacting the Property due to the COVID-19 pandemic or (ii) the mutual written termination of this Addendum or Amendment by Seller and Broker. **Brokers and Agents (i) will comply with COVID-19 Directives, notwithstanding any Party's instructions and (ii) will obey all Fair Housing laws while pursuing safe COVID-19 practices. Nothing contained in this Addendum or Amendment shall be construed to allow an activity that is otherwise prohibited by any law.**

1. **PROPERTY SHOWINGS:**
   A. Seller agrees (☐ DOES NOT agree - see paragraph 4) to allow prospective purchasers to enter the Property as specified below. Seller has been advised of the potential for visitors to the Property to be carriers of the COVID-19 virus. Broker has provided Seller with a ☒ Coronavirus Property Entry Advisory and Declaration - Seller/Occupant (C.A.R. Form PEAD-S), and ☒ C.A.R. Best Practices Guidelines/Prevention Plan for Showings (C.A.R. Document BPPP), or substantially equivalent forms approved by Broker. Seller and Broker agree to abide by the protocols set forth in those documents and this form.
   B. Prospective purchaser visitors will not be given permission to enter the Property until and unless:
      (1) They sign the Coronavirus Property Entry Advisory and Declaration - Visitor (C.A.R. Form PEAD-V).
      (2) ☐ They provide verification that they are financially able to purchase the Property, such as (i) verification of an all-cash purchase or (ii) a prequalification or preapproval from a lender or loan broker.
      (3) ☐ They represent that they have previously viewed the Property online.
2. **MARKETING ACTIVITIES:** In furtherance of the goal of selling the Property, and provided Broker and others sign C.A.R. Form PEAD-V, Seller agrees (☐ DOES NOT agree - see paragraph 4) to give permission to Broker and other authorized persons, to access the inside and outside of the Property in order to engage in ALL MARKETING ACTIVITY, including but not limited to those listed below, **OR**, only (see paragraph 4) those checked below:

☒ Install signage	☒ Prepare and remove staging
☒ Provide landscape services	☒ Prepare an agent's visual inspection and disclosure
☒ Paint	☒ Prepare a virtual tour or take photographs
☐ _____	☐ _____

3. **POST-ACCEPTANCE AND OTHER NECESSARY SALE ACTIVITIES:** In furtherance of the goal of completing the sale of the Property, and provided Broker and others sign C.A.R. Form PEAD-V, Seller agrees (☐ DOES NOT agree - see paragraph 4) to give permission to Broker and other authorized persons, to access the inside and outside of the Property in order to engage in all necessary real estate activities to facilitate the sale of the property, including but not limited to those below:
   - ▶ Conduct a Homeowner's Association site inspection
   - ▶ Prepare an appraisal or buyer insurance inspection
   - ▶ Obtain county or other municipal or government inspections or permit approvals
   - ▶ Prepare an agent's visual inspection and disclosure
   - ▶ Put up or remove fumigation tents
   - ▶ Conduct a final verification (walk-through)
   - ▶ Pack and move Seller's furniture or belongings
   - ▶ Prepare a home inspection, and necessary follow-up inspections, on behalf of the buyer
   - ▶ Perform repairs agreed to in the purchase agreement, or improvements necessary to get the Property ready for sale, or prepare bids or estimates

Broker's Initials (AJ) Seller's Initials X(ER) ( )

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4. **SELLER PROHIBITING OR LIMITING ACCESS TO PROPERTY:** If, pursuant to paragraph 1, 2 or 3, Seller instructs Broker that no, or limited, access to the Property will be permitted for marketing, showings, inspections or other purposes relating to the Property's sale, Seller understands that:
   A. Broker, other brokers, and prospective buyers may not be able to perform many activities typically conducted in, or in preparation for, a real estate transaction, such as, performing an agent's diligent, visual inspection, or a buyer conducting contractual inspections, including a final verification, of the Property. Any of those restrictions may limit the value or desirability of the Property.
   B. **It may be necessary to modify any real estate agreement entered into between Seller and a buyer to take into account the restricted access to the Property. Seller and Brokers are advised to seek the advice of a qualified California real estate attorney to draft applicable language intended to contractually prohibit or limit access by a buyer, Broker or other brokers as otherwise allowed by contract or law.**
5. **PROPERTY SHOWING AND ACCESS RULES:**
   A. **COVID-19 DIRECTIVES AND SHOWING RULES:** The California Departments of Public Health (CDPH) and Industrial Relations (Cal/OSHA) have issued COVID-19 Directives for real estate transactions that need to be followed. These Directives are available at https://covid19.ca.gov/pdf/guidance-real-estate.pdf; https://covid19.ca.gov/pdf/checklist-real-estate.pdf; and https://www.dir.ca.gov/dosh/coronavirus/General-Industry.html. Broker's Prevention Plan and Showing Rules are located in the PEAD-S form and BPPP document specified in paragraph 1A.
   B. (1) **SHOWING REQUIREMENTS:** **(i)** Properties must be equipped with proper sanitizing products, including hand sanitizer and disinfecting wipes, and face coverings, at the entrance of the Property; **(ii)** Purchasers, real estate licensees, inspectors and other entrants must use face covers and wash or sanitize hands upon entry into the Property; **(iii)** During a showing, introduce fresh outside air, for example by opening doors/windows, weather permitting, and operating ventilation systems. Real estate licensees or sellers must open doorways or other areas of ingress and egress prior to in-person property showings to minimize clients touching surfaces.
   (2) **SHOWING REQUIREMENT COSTS:** ☐ Seller agrees to pay for necessary supplies of face coverings, and sanitizing products for hands and surfaces and _____.
   C. (1) **CLEANING AND SANITIZING:** **(i)** Commonly touched surfaces and areas shall be cleaned and disinfected before and after each showing; **(ii)** Property showings shall be scheduled so as to allow adequate time for cleaning and disinfecting; and **(iii)** More information on cleaning and disinfecting can be found in the Mandatory Government Showing Requirements, including Best Practices Guidelines and Prevention Plan (C.A.R. Document BPPP).
   (2) **CLEANING AND SANITIZING COSTS:** ☐ Broker and agent are authorized to hire, in Seller's name, a service to clean and disinfect the Property, as required above. Seller agrees to pay the service directly or reimburse Broker or agent for any such activities directly billed to Broker or agent by the service provider.
6. **BROKER MARKETING PLAN:** If Broker's Listing Agreement included a marketing plan, that plan is modified to comport with safety guidelines and best practices established by Broker or the local Association of REALTORS® or ☐ in the attached addendum.
7. ☐ **TEMPORARY WITHDRAWAL OF PROPERTY FROM MARKET:** Broker agrees to pause marketing of the Property, including changing to an appropriate status on the MLS, and not to conduct any showings of the Property while this Addendum or Amendment is in effect. The Listing Agreement shall remain in effect during the temporary withdrawal and Broker shall immediately begin all appropriate marketing efforts upon termination of this Addendum or Amendment. The termination date of the Listing Agreement shall (☐ shall NOT) be extended by the same amount of time that the temporary withdrawal is in effect but in no event shall the termination date be extended beyond _____ (date).
8. **SCOPE OF BROKER DUTY:** Seller understands and agrees that Broker will abide by the terms of this Addendum or Amendment and use Broker's best efforts to obtain compliance by others. Broker will provide Seller with a copy of all PEAD forms signed by and received from any broker or other person entering the Property. Broker cannot and will not verify the representations of others nor guarantee their compliance with Seller's and Broker's instructions. Broker cannot and will not physically prevent entrance to the Property by others who do not agree to the instructions. If Broker becomes aware of such person's failure to comply with the instructions, Broker will promptly inform Seller and take efforts to prevent such person's future access to the property. Seller wants the potential benefits, and ASSUMES THE RISK, of allowing others to enter the Property. Seller releases Broker and its agents, from any loss, liability, expense, claim or cause of action that may arise from allowing entry upon the Property or are related in any manner to this Addendum or Amendment.
9. **ADDITIONAL TERMS:** _____

By signing below Seller and Broker acknowledge that each has read, understands, has received a copy of, and agrees to the terms of this Listing Agreement Coronavirus Addendum or Amendment.

Seller X Frank Hernandez AMPHIL GROUP LLC Date 05/07/21

Seller _____ Date _____

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

Real Estate Broker (Firm) *Re/Max 2000 Realty*

By _____ DRE Lic# *01743616* Date 05/05/21

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CALIFORNIA ASSOCIATION OF REALTORS®

CORONAVIRUS PROPERTY ENTRY ADVISORY AND DECLARATION – SELLER/OCCUPANT

(C.A.R. Form PEAD-S, 3/21)

(Seller's Broker shall Deliver to Buyer's Broker a Signed Copy of this form upon request.)

Property Address(es) *19650 Chalina Drive, Walnut, CA 91789*

1. **RISKS OF EXPOSURE:** The Coronavirus (COVID-19) pandemic is a worldwide risk to human health. COVID-19 is highly contagious. While people of all ages are at risk of catching COVID-19, persons with compromised immune systems and older persons may be at particular risk.
2. **GOVERNMENT ORDERS:** In order to reduce the spread of COVID-19, elected representatives and health officials from the State of California, as well as many California cities and counties have issued "Stay Home" Orders and other mandates and recommendations (collectively, "COVID-19 Directives"), limiting activities that can be engaged in by businesses and members of the public. Some city and county orders are more restrictive than, and may take precedence over, Federal and State guidelines.
3. **SELLER AND OCCUPANT ADVISORY:** Seller and occupant are advised that if you engage in any activities in violation of any COVID-19 Directives, you are acting against the advice of Broker. Brokers and Agents (i) will comply with COVID-19 Directives, notwithstanding any Party's instructions and (ii) will obey all Fair Housing laws while pursuing safe COVID-19 practices. Nothing contained in this form shall be construed to allow an activity that is otherwise prohibited by any law. You are required to take all reasonable steps necessary to protect yourself and others.
4. **SELLER OR OCCUPANT ACKNOWLEDGMENTS AND AUTHORIZATIONS:** (i) Seller or the occupant ("Signer") is voluntarily allowing someone to enter the Property; (ii) Signer has been advised that the Property shall be cleaned and disinfected before any persons are allowed to enter and after any such persons leave the Property. More information on cleaning and disinfecting can be found in the C.A.R. Best Practices Guidelines/Prevention Plan for Showings (C.A.R. Document BPPP). (iii) A set of rules for agents and entrants will be posted at the entrance of the Property and be clearly visible; and (iv) No written materials or brochures describing, advertising, or marketing the Property can be available on the Property; and (v) Signer authorizes Broker or agent to electronically deliver this form and any updates to it, and the above information, including the BPPP, to all entrants.
5. **SIGNER REPRESENTATIONS:**
   A. You understand that allowing access to the Property (i) may be dangerous or unsafe and (ii) could expose you or others to COVID-19. You are voluntarily allowing access to the Property;
   B. To the best of your knowledge, you are not currently afflicted with COVID-19;
   C. To the best of your knowledge, you have not knowingly, within the last 10 days, been in contact with someone afflicted with, COVID-19;
   D. You are not experiencing a fever, or signs of respiratory illness such as cough, shortness of breath or difficulty breathing, or other COVID-19 symptoms;
   E. You understand that persons may be afflicted with COVID-19 and: (i) not exhibit symptoms, (ii) not be aware that they are afflicted or (iii) may not voluntarily agree to disclose their condition, and;
   F. **You will inform Broker if, after the date this document is signed, there is a change in your health condition or knowledge that potentially puts others at risk or invalidates the representations made in this document.**
6. **MINOR OCCUPANTS:** Adult Signers acknowledge and agree that all Signer acknowledgments and Signer representations apply equally to any minors occupying the property as they do to Signer. All minors occupying the property shall be identified in paragraph 7.
7. **EXCEPTIONS TO REPRESENTATIONS AND ADDITIONAL TERMS:** _____
8. **AGREEMENT, DECLARATION AND ASSUMPTION OF RISK:** By signing below, you are declaring the foregoing is true, that you agree to take all recommended and reasonable actions to protect yourself and others from exposure to COVID-19, and that you ASSUME THE RISK, of allowing someone to enter the Property. **You understand and agree that no one, including but not limited to real estate brokers and agents, can guarantee that you will not be exposed to or contract COVID-19.**

By signing below, you, the Signer, the person allowing entry to the Property, acknowledge that you have read, understand, voluntarily agree to the foregoing, and have received a copy of this Coronavirus Property Entry Advisory and Declaration.

AMPHIL GROUP LLC (print name) — Frank Fernandez (signature) — Date 05/07/21

Person allowing entry: [X] Seller, [ ] Occupant

_____ (print name) — _____ (signature) — Date _____

Person allowing entry: [ ] Seller, [ ] Occupant

_____ (print name) — _____ (signature) — Date _____

Person allowing entry: [ ] Seller, [ ] Occupant

(For record keeping purposes only)

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS SIGNED PEAD-S FORM. (The initials below are not required but can be used as evidence that the initialing party has received the completed form.)

Broker/Agent for Buyer (_____) Broker/Agent for Seller (AP) Seller X (FR) (_____)

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CALIFORNIA ASSOCIATION OF REALTORS®

Mandatory Government Showing Requirements, including Best Practices Guidelines and Prevention Plan

(C.A.R. Document BPPP, 7/13/20)

All showings must comply with the applicable County COVID-19 Shelter-in-Place Order and the State COVID-19 guidelines published by California Departments of Public Health and Industrial Relations (Cal/OSHA) "COVID-19 INDUSTRY GUIDANCE: Real Estate Transactions" as updated on May 12, 2020.

⚠ Check Your City or County for More Restrictive Local Showing Rules

More restrictive rules regarding showings by a County or City must still be followed.

Prevention Plan

Brokerages must:

- Establish a written COVID-19 "Prevention Plan" to be followed by agents who show properties.
- Regularly evaluate compliance with the plan and document and correct deficiencies identified.

Unless otherwise specified, this entire document known as the "Mandatory Government Showing Requirements, including Best Practices Guidelines and Prevention Plan" is hereby adopted as Broker's "Prevention Plan."

Showing Rules for Listing and Buyer's Agents

1. Utilize virtual tours instead of in-person property showings whenever possible.
2. Do not hold "traditional" open houses or showings which are open to the general public on a walk-in basis. For all in-person visits, (i) agents must use an appointment or digital sign-in process to control the number of people in the house or property and (ii) the cleaning, social distancing and other government guidelines and best practices in the sections below shall be followed.
3. If you are going to hold a non-traditional "Open House" in compliance with government guidelines and these best practices, then any Open House signs and advertisements shall include a rider or express condition indicating that appointments or digital sign-in are required before entry.
4. Only one listing agent and one "buying party" are to be in a dwelling at the same time during a showing. A "buying party" may be more than one individual buyer and may include one agent for that party.
5. Show houses with occupants not present when possible. Sellers and tenants, in accordance with their legal rights, are to be advised that they should not be present within a dwelling at the same time as other individuals.
6. Agents conducting the showing should meet clients at the property and not drive the client to the property.
7. The listing agent must post the Posted Rules for Entry (C.A.R. Document PRE) at the entrance of the property. These Posted Rules for Entry or a link to them should be part of any online public and MLS listings.
8. Even though the client may have already been informed, real estate licensees should remind clients to maintain physical distancing during showings and to refrain from touching handles, switches, pulls, etc.
9. Real estate licensees or sellers/renters must open doorways or other areas of ingress and egress prior to in-person property showings to minimize clients touching surfaces. During a showing, introduce fresh outside air, for example by opening doors/windows, weather permitting, and operating ventilation systems.
10. All information must be delivered electronically. Discontinue providing handouts or other types of promotional or informational materials.

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Cleaning and Disinfecting the Property and Sanitation Products

1. The agent who shows the property shall follow cleaning and disinfecting protocols and provide sanitation products unless otherwise agreed. Where possible, do not clean floors by sweeping or other methods that can disperse pathogens into the air. Use a vacuum with a HEPA filter wherever possible.
2. Real estate licensees should ensure shown properties have proper sanitation products, including hand sanitizer, face coverings and disinfecting wipes, for use by visitors as needed. No showing should take place if these products are not available to those entering the property.
3. Shown properties should have commonly used surface areas cleaned and disinfected before and after each showing. Examples of commonly used surface areas are counters, door and cabinet handles, key lock boxes, keypads, toilets, sinks, light switches, etc. Disinfect mobility and safety fixtures on the property such as handrails and banisters, door knobs and locks.
4. No showing may occur unless the property is cleaned and disinfected before and after each showing. Sanitizers must be recognized by the CDC as effective in combatting COVID-19 (e.g., at least 60% ethanol or 70% isopropanol).

Rules for Every Visitor

1. Prior to entering a property, all persons must have already signed a Coronavirus Property Entry Advisory and Declaration - Visitor form (C.A.R. Form PEAD-V) and delivered a copy of that signed form to the listing agent.
2. By signing the PEAD-V, the visitor is agreeing to both the Posted Rules of Entry (C.A.R. Document PRE) and this Prevention Plan or other plan adopted by the Broker. This is required of everyone entering the property including prospective buyers, agents, inspectors, appraisers, contractors, etc.
3. All visitors must maintain six feet of physical distance between unrelated persons.
4. All visitors must wear face coverings. For individuals with disabilities who cannot wear a face covering or face shield, the showing agent will engage in the interactive process with the individual to discuss any available reasonable accommodations.
5. All visitors must use hand sanitizer or wash their hands immediately upon entry.
6. All visitors must avoid touching knobs, faucets, toilets and toilet handles, light switches, garage door opener buttons, handles and pulls, alarm system controls, fan pulls, remotes, thermostats, switchboxes, gates and gate latches, window locks and sashes, pool coverings, and other such items.

Rules for Sellers

If current occupants are present and/or participate during the showings, in accordance with their legal rights, they should adhere to the same standards regarding physical distancing and property cleaning and disinfecting protocols and promote a safe environment for all persons present.

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CALIFORNIA ASSOCIATION OF REALTORS®

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR SELLER REPRESENTATIVES)

(C.A.R. Form RCSD-S, Revised 6/19)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.

This is a disclosure to one or more of the following: Listing Agreement, Purchase Agreement, or Other Agreement, specified below in which AMPHIL GROUP LLC is identified as ("Seller").

If a trust, identify Seller as the trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Seller.

1. A. ☐ **TRUST:** (1) The Property is held in trust pursuant to a trust document, titled (full name of trust): _____

(2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust.

B. ☒ **ENTITY:** Seller is a ☐ Corporation, ☒ Limited Liability Company, ☐ Partnership ☐ Other: _____ which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above ☐ is ☐ is not attached.

C. ☐ **POWER OF ATTORNEY:** Seller ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney (☐ Specific Power of Attorney for the Property), dated _____. **This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.**

D. ☐ **ESTATE:** (1) Seller is an ☐ estate, ☐ conservatorship, ☐ guardianship, or ☐ _____ identified by Superior Court Case name as _____, Case # _____. (2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

2. Seller's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Seller:

By Frank Hernandez Date: 05/07/21

(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) Frank Hernandez Title: Managing Member

By _____ Date: _____

(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) _____ Title: _____

Acknowledgement of Receipt:

AT TIME OF LISTING

Seller and Re/Max 2000 Realty ("Seller's Broker") are parties to a Listing Agreement dated 04/27/2021 for property known as 19650 Chalina Drive, Walnut, CA 91789.

Real Estate Broker Re/Max 2000 Realty

By Amy Ji Date 05/05/21

Amy Ji

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AT TIME OF SALE

Seller and _____ ("Buyer") are parties to a Purchase Agreement dated _____ for property known as ***19650 Chalina Drive, Walnut, CA 91789***.

Buyer _____ Date _____

Buyer _____ Date _____

AT TIME OF OTHER AGREEMENT

Seller and _____ ("Other Party") are parties to an _____ Agreement dated _____, if applicable, for property known as ***19650 Chalina Drive, Walnut, CA 91789***.

Other Party _____

By _____ Date _____

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 9454 Wilshire Blvd., 6th Fl., Beverly Hills, CA 90212

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF MOTION AND MOTION FOR ORDER AUTHORIZING SALE OF REAL PROPERTY PURSUANT TO 11 U.S.C. § 363 FREE AND CLEAR OF ALL LIENS, CLAIMS AND INTERESTS; AND GRANTING CERTAIN OTHER RELATED RELIEF; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF; DECLARATIONS OF FRANK HERNANDEZ, JR. AND AMY JI IN SUPPORT THEREOF** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 4/11/2022, 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:
SSA NE Access, LLC: Tanya Behnam tbehnam@polsinelli.com, tanyabehnam@gmail.com;ccripe@polsinelli.com;ladocketing@polsinelli.com
Counsel: Michael Jay Berger michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com;michael.berger@ecf.inforuptcy.com
U.S. Trustee: Kelly L Morrison kelly.l.morrison@usdoj.gov
SubChapter V Trustee: Susan K Seflin (TR) sseflin@bg.law, sks@bg.law;mailto:aquijano@bg.law;C192

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:
On 4/11/2022, 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.

This document is to be served on Secured Creditors and 20 Largest Unsecured Creditors by utilizing the services of BK Attorney Services, LLC d/b/a certificateofservice.com an Approved Bankruptcy Notice Provider authorized by the United States Courts Administrative Office, pursuant to Fed.R.Bankr.P. 9001(9) and 2002(g)(4).

☒ 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*) 4/11/2022, 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.

Honorable Vincent P. Zurzolo
United States Bankruptcy Court
Central District of California
Edward R. Roybal Federal Building and Courthouse
255 E. Temple Street, Suite 1360 / Courtroom 1368
Los Angeles, CA 90012

☐ Service information continued on attached page

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

4/11/2022	Yathida Nipha	/s/Yathida Nipha
Date	*Printed Name*	*Signature*

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

2. SERVED BY UNITED STATES MAIL BY BK ATTORNEY SERVICES, LLC D/B/A CERTIFICATEOFSERVICE.COM

SECURED CREDITORS

Los Angeles County Tax
PO Box 54110
Los Angeles, CA 90054 (Address from POC)

Triumph Capital Partners Inc.
155 S. Highway 101, Ste. 7
Solana Beach, CA 92075

SSA NE Assets, LLC
c/o Polsinelli LLP
Attn: Tanya Behnam,
2049 Century Park East, Ste. 2900
Los Angeles, CA 90067 (Address from POC)

20 LARGEST UNSECURED CREDIORS

Wells Fargo
Small Business Lending
PO Box 29482 MAC S4101-08C
Phoenix, AZ 85038 (Address from POC)

IRS
PO Box 7346
Philadelphia, PA 19101 (Address from POC)

OTHER BUSINESS PARTNERS

Darwin D. Viado
1301 W. Merced Avenue
West Covina, CA 91790

Basillo T. Terrenal
3423 Millbury Avenue
Baldwin Park, CA 91706

OTHER INTERESTED PARTIES

Creative Home Furniture & Design
17843 Colima Rd.
Rowland Heights, CA 91748

Toorak Repo Seller I Trust
Attn: Darren Weaver
15 Maple Street, Second Floor West
Summit, NJ 07901

Triumph Capital Partners, Inc.
662 Encinitas Blvd., Suite 208
Encinitas, CA 92024

Re/Max 2000 Realty
c/o Amy Ji (Real Estate Agent for Debtor and Buyer, WY LLC)
1221 S. Hacienda Blvd.,
Hacienda Heights, CA 91745

WY, LLC (Buyer)
482 S. Arroyo Pkwy #108
Pasadena, CA 91105-2580

Rowland Escrow
c/o Rebecca Chen (Escrow Officer)
19051 Colima Rd.,
Rowland Heights, CA 91748

Joseph Cavagnaro, Special Service America
150 Great Neck Rd., Ste. 102
Great Neck, NY 11021