

EXHIBIT "A"

This page is part of your document - DO NOT DISCARD

20120849229



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

06/07/12 AT 08:00AM

Pages:
0009

FEES:	40.00
TAXES:	1,842.50
OTHER:	0.00
PAYD:	1,882.50



LEADSHEET



201206070110006

00005930798



004050410

SEQ:
13

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T10

NORTH AMERICAN TITLE COMPANY
RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

KHALED A TAWANSY, MD
c/o 7447 N. FIGUEROA ST #200
LOS ANGELES CA 90041

06/07/2012



'20120849229'

Escrow No. 116765628 - X04
Order No. 116765628 - 1141886

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

CPFR3 -11/10/90bk

101

NORTH AMERICAN TITLE COMPANY

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

KHALED A TAWANSY, MD
C/O 7447 N. FIGUEROA ST.
#200
LOS ANGELES CA 90041

Escrow No. 116765628 - X04
Order No. 116765628 -

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assessor's Parcel No.
7207-001-030,033,034

1141888

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$1842.50

unincorporated area City of LONG BEACH

computed on the full value of the interest or property conveyed, or is

computed on the full value less the value of liens or encumbrances remaining at time of sale, and

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

MARGARET KUSKA, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, WHO ACQUIRED
TITLE AS AND IS FORMERLY KNOWN AS MARGARET WARNER HALLISEY, CAROLINE WARNER TUGEL, AN
UNMARRIED WOMAN AND RICHARD S. WARNER AND TARA J. WARNER, TRUSTEES OF THE RICHARD S.
WARNER AND TARA J. WARNER FAMILY TRUST 1993, AS THE SOLE AND SEPARATE PROPERTY OF
RICHARD S. WARNER

hereby GRANT(S) to
KHALED A TAWANSY, MD, A SINGLE MAN

"This document is executed in 3
counterparts, each of which shall be deemed to be
an original, but such counterparts shall together
constitute but one and the same instrument."

the following described real property in the City of LONG BEACH
County of LOS ANGELES, State of California:
SEE EXHIBIT 'A' WHICH IS ATTACHED HERETO AND MADE A PART HEREOF

Dated May 23, 2012

SEE SIGNATURE EXHIBIT ATTACHED HERETO

STATE OF Oregon
COUNTY OF Douglas

} ss.
on May 23, 2012 before me,

Patricia L. Gould

Notary Public, personally appeared

Caroline Warner Tugel

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
acknowledged 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.

Patricia L. Gould
Signature of Notary

May 4, 2013
Date My Commission Expires

OFFICIAL SEAL
PATRICIA L GOULD
NOTARY PUBLIC-OREGON
COMMISSION NO. 438703
MY COMMISSION EXPIRES MAY 4, 2013

FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City, State & Zip

Page 1
Escrow No. 116765620 -X04

SIGNATURE EXHIBIT

MARGARET KUSKA

Caroline Warner Tigel
CAROLINE WARNER TIGEL

RICHARD S. WARNER AND TARA J. WARNER FAMILY TRUST 1993

RICHARD S. WARNER, TRUSTEE

TARA J. WARNER, TRUSTEE

00000000-00-00000000

EXECUTED IN COUNTERPART

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

KHALED A TAWANSY, MD
C/O 7447 N. FIGUEROA ST.
#200
LOS ANGELES CA 90041

Escrow No. 116765628 - WO4
Order No. 116765628 -

SPACE ABOVE THIS LINE FOR RECORDERS USE

Assessor's Parcel No.
7207-001-030,033,034

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ -

unincorporated area City of LONG BEACH

computed on the full value of the interest or property conveyed, or is

computed on the full value less the value of items or encumbrances remaining at time of sale, and

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

MARGARET KUSKA, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, WHO ACQUIRED
TITLE AS AND IS FORMERLY KNOWN AS MARGARET WARNER HAMILTON; CAROLINE WARNER TUGEL, AN
UNMARRIED WOMAN AND RICHARD S. WARNER AND TARA J. WARNER, TRUSTEES OF THE RICHARD S.
WARNER AND TARA J. WARNER FAMILY TRUST 1993, AS THE SOLE AND SEPARATE PROPERTY OF
RICHARD S. WARNER

hereby GRANT(S) to
KHALED A TAWANSY, MD, A SINGLE MAN

the following described real property in the City of LONG BEACH
County of LOS ANGELES, State of California:
SEE EXHIBIT 'A' WHICH IS ATTACHED HERETO AND MADE A PART HEREOF

Dated May 23, 2012

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES) ss
On 05-24-2012 before me,
JEONG KOO RHO

SEE SIGNATURE EXHIBIT ATTACHED HERETO

Notary Public, personally appeared

RICHARD S. WARNER & TARA
J. WARNER

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 of Notary

09-09-2013
Date My Commission Expires

FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name	Street Address	City, State & Zip
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Page 1
Escrow No. 116765628 -X04

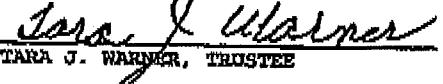
SIGNATURE EXHIBIT

MARGARET KUSKA

CAROLINE WARNER TUGEL

RICHARD S. WARNER AND TARA J. WARNER FAMILY TRUST 1993


RICHARD S. WARNER, TRUSTEE


TARA J. WARNER, TRUSTEE

02020202-00/00/0000

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

KHALED A TAWANSY, MD
C/O 7447 N. FIGUEROA ST.
#200
LOS ANGELES CA 90041

Escrow No. 116765628 - X04
Order No. 116765628 -

SPACE ABOVE THIS LINE FOR RECORDING USE

Assessor's Parcel No.
7207-001-030,033,034

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS

unincorporated area City of LONG BEACH

computed on the full value of the interest or property conveyed, or is

computed on the full value less the value of items or encumbrances remaining at time of sale, and

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

MARGARET KUSKA, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, WHO ACQUIRED TITLE AS AND IS FORMERLY KNOWN AS MARGARET WARNER HALLISAY; CAROLINE WARNER TUGEL, AN UNMARRIED WOMAN AND RICHARD S. WARNER AND TARA J. WARNER, TRUSTEES OF THE RICHARD S. WARNER AND TARA J. WARNER FAMILY TRUST 1993, AS THE SOLE AND SEPARATE PROPERTY OF RICHARD S. WARNER

hereby GRANT(S) to

KHALED A TAWANSY, MD, A SINGLE MAN

the following described real property in the City of LONG BEACH
County of LOS ANGELES, State of California;
SEE EXHIBIT 'A' WHICH IS ATTACHED HERETO AND MADE A PART HEREOF

EXECUTED IN COUNTERPART

Dated May 23, 2013

STATE OF Montana

COUNTY OF Flathead

} ss.

On May 23, 2013 before me,

Kristy Oster

Notary Public, personally appeared

Margaret Kuska

SEE SIGNATURE EXHIBIT ATTACHED HERETO

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.

Kristy Oster

Signature of Notary



Feb 1, 2014

Date My Commission Expires

FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE. IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City, State & Zip

Page 1
Escrow No. 116765628 -X04

SIGNATURE EXHIBIT

Margaret Kuska
MARGARET KUSKA

CAROLINE WARNER TUGEL

RICHARD S. WARNER AND TARA J. WARNER FAMILY TRUST 1993

RICHARD S. WARNER, TRUSTEE

TARA J. WARNER, TRUSTEE

04/06/2018-00000000

EXHIBIT A

LEGAL DESCRIPTION



Real property in the City of Long Beach, County of Los Angeles, State of California, described as follows:

PARCEL 1:

LOTS 17, 18 AND 19 IN BLOCK "A" OF TRACT NO. 2901, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 36 PAGE 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, TOGETHER WITH THAT PORTION OF THE WESTERLY HALF OF THAT CERTAIN ALLEY, 20 FEET WIDE, AS SHOWN AND DEDICATED UPON THE MAP OF SAID TRACT NO. 2901, WHICH ADJOINS SAID LOTS ON THE EAST, VACATED BY RESOLUTION NO. C-2231 OF THE CITY COUNCIL OF SAID CITY, A COPY OF WHICH WAS RECORDED AUGUST 1, 1977 AS INSTRUMENT NO. 77-833919, BOUNDED NORTHERLY BY THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 17, AND BOUNDED SOUTHERLY BY THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 19.

EXCEPT THEREFROM ALL OIL, MINERALS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT TO USE ANY PART OF THE SURFACE THEREOF.

PARCEL 2:

LOTS 36, 37 AND 38 IN BLOCK "A" OF TRACT NO. 2901, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 36 PAGE 63 OF MAPS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER'S OFFICE, TOGETHER WITH THAT PORTION OF THE EASTERLY HALF OF THAT CERTAIN ALLEY, 20 FEET WIDE, AS SHOWN AND DEDICATED UPON THE MAP OF SAID TRACT NO. 2901 WHICH ADJOINS SAID LOTS ON THE WEST, VACATED BY RESOLUTION NO. C-2231 OF THE CITY COUNCIL OF SAID CITY, A COPY OF WHICH RECORDED AUGUST 1, 1977 AS INSTRUMENT NO. 77-833919, BOUNDED NORTHERLY BY THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 36, AND BOUNDED SOUTHERLY BY THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 38.

APN: 7207-001-030 and 7207-001-033 and 7207-001-034

Order No.: 92002-1141888-12

EXHIBIT "B"

RECORDING REQUESTED BY:
Pacific Coast Title Company

WHEN RECORDED MAIL TO:
Jennifer Sohal, As Managing
Member
3200 North Long Beach Blvd
Long BEACH Ca 90807

06/24/2014



20140650481

TITLE ORDER NO. 98811579

ASSESSOR'S PARCEL NO. 7207-001-030

ESCROW NO.: 14-4656

7207-001-033
7207-001-034

GRANT DEED

(43)

The undersigned Grantor(s) declare(s):

Documentary transfer tax is \$ 1,595.00
CITY TAX IS \$0.00

(x) computed on full value of property
conveyed, OR

() computed on the full value less liens or
encumbrances remaining at the time of sale

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged:
Khaled A. Tawansy, M. D., a single man

hereby GRANT(S) to JK PER ANGUSTA AD FELICITAS LLC, *A California Limited Liability Company*

The following real property in the City of Long Beach Ca 90007, County of Los Angeles, State of
California,

described as: See Attached, Exhibit 'A', made a part hereof

More commonly known as: 3200 North Long Beach Blvd, Long Beach Ca 90807

Date: January 2 2014

Khaled A. Tawansy
Khaled A. Tawansy, M.D.

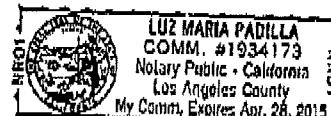
STATE OF CALIFORNIA
COUNTY OF Los Angeles

On June 17, 2014 before me,
Luz Maria Padilla, a notary public, Personally
appeared Khaled A. Tawansy

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.

Signature Luz Maria Padilla



Witness my hand and official seal

(This area for official notarial seal)

2A

EXHIBIT "C"

P 26/31

2017-03-27 20:57 Khalid Tawansy

13232573200 >> D

To: 15624915701 From: 13233415877 Date: 03/28/17 Time: 8:52 AM Page: 26

<u>Site</u>	<u>Paid Date</u>	<u>Serial</u>	<u>Routing</u>	<u>Account</u>	<u>PC</u>	<u>Amount</u>	<u>Sequence #</u>	O
VIEWPOINTE	20140618	6962544	12104288	8361498236	000079	99,412.28	2229680805	

Customer Account Charge Notice - DEBIT



6/18/14 " 614

DRAFT

CUSTOMER ACCOUNT #

8351498236

Cashier
Payable to only
Escrow
Ref 3207 Long
Branch Blvd

Khalid Alawany & Inc
Customer Name Address

DEBIT

\$ 99412.28

#0006962544# 0500090798#

WELLS FARGO BANK MA ENT
20140618 E0011 PKT 04
►1221-0527-84
2229680805

Copyright © 2002-06 Wells Fargo & Company. All rights reserved.

Closing costs
escrow cashier
check paid
by Khalid

TALAWANIS

<https://oibservices.wellsfargo.com/OIB/ControllerServlet>

P 27/31

13232573200 >> D

Khalid Talawansy

2017-03-27 20:57

TO: 15624915701 FROM: 13233415877 DATE: 03/28/17 TIME: 8:52 AM PAGE: 27



Del Toro Loan Servicing, Inc.
2434 Southport Way, Suite F
National City, CA 91950
(619) 474-5400

06/09/2014

Only Escrow Inc.
22156 Sherman Way, Ste. D1
Canoga Park, CA 91303
Escrow No. 14-4656

Borrower: Khaled A. Tawansy
7447 N. Figueroa St., #200
Los Angeles, CA 90041

Loan Number: 12-3355 Subject Property: 3200 Long Beach Blvd., Long Beach CA 90807

BENEFICIARY'S DEMAND FOR PAYOFF

You are authorized to use the following amounts to payoff the above-mentioned loan. All necessary legal documents will be forwarded to the trustee for Full Reconveyance upon receipt of payment in full.

Payoff Date	06/10/2014
Maturity Date	03/31/2014
Next Payment Due	10/01/2013
Interest Rate	8.500%
Interest Paid-To Date	09/01/2013
Principal Balance	\$1,200,000.00
Accrued Principal Payments Oct 2013 thru June 2014	\$36,090.00
Accrued Interest From 09/01/2013 Thru 06/10/2014	\$60,476.71
Unpaid Late Charges	\$2,800.00
Accrued Late Charges	\$5,760.00
Unpaid Charges *For additional details see itemization attached	\$180.00
Prepayment Penalty	\$0.00
Other Fees *For additional details see itemization attached	\$205.00
Trust Balance	\$0.00
Payoff Amount	\$1,305,521.71

Please add \$213.70 for each additional day past 06/10/2014 and add a late fee of \$720.00 if loan is paid off after 06/11/2014.

We reserve the right to amend this demand should any changes occur that would increase the total amount for payoff. Please note that this demand expires on 06/30/2014, at which time you are instructed to contact this office for additional instructions (DEMAND FORWARDING FEES ARE DUE EVEN UPON CANCELLATION OF YOUR ESCROW).

Please wire funds to Del Toro Loan Servicing, Inc (Wiring Instructions are attached.)

Del Toro Loan Servicing
619-474-5400
877-826-7834

Approved by:

Richard S. Warner
Richard S. Warner, Trustee
SDE0009C40-F0B...

Document signed by:

Tara J. Warner
Tara J. Warner, Trustee
SDE0009C40-F0B...

Approved by:

Caroline Warner Tugel
Caroline Warner Tugel
SDE0009C40-F0B...

Document signed by:

Margaret Kuska
Margaret Kuska
SDE0009C40-F0B...

ITEMIZATION OF UNPAID CHARGES

Date	Description	Interest Rate	Unpaid Balance	Accrued Interest	Total Due
02/28/2014	Demand Fee	0.000%	\$30.00	\$0.00	\$30.00
02/28/2014	Account Update Fee	0.000%	\$25.00	\$0.00	\$25.00
04/10/2014	Demand Rush Fee	0.000%	\$75.00	\$0.00	\$75.00
04/10/2014	Demand Fee	0.000%	\$30.00	\$0.00	\$30.00
05/21/2014	Updated Demand Fee	0.000%	\$30.00	\$0.00	\$30.00
				Total	\$190.00

ITEMIZATION OF OTHER FEES

Description	Amount
Demand Fee	\$30.00
Reconveyance Fee	\$45.00
Forwarding / Processing Fee	\$100.00
Wiring Fee	\$30.00
	Total
	\$205.00



ESTIMATED
A. Settlement Statement (HUD-1)

B. TYPE OF LOAN		1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FMHA	3. <input checked="" type="checkbox"/> CONV UNTRUSTED	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.	6. FILE NUMBER	7. LOAN NUMBER(S)	8. MORTGAGE INSURANCE CASE NO.
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (n.o.e.) were paid outside of closing; they are shown here for informational purposes and are not included in the totals.									
D. NAME OF BORROWER:		JK PIRANGUSTA AD TULICITAN LUG				E. NAME OF SELLER:		Khaled A. Tawney, MD	
F. PROPERTY LOCATION:		3200 North Long Beach Blvd, Long, BEACH CA 90807				G. SETTLEMENT AGENT:		(818) 710-8221	
						Only Escrow 2215G Sherman Way, Suite D1 Canoga Park, CA 91303		H. SETTLEMENT DATE:	
								6/20/14	
I. SUMMARY OF BUYER / BORROWER'S TRANSACTION		J. SUMMARY OF SELLER'S TRANSACTION							
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:							
101. Contract sales price		401. Contract sales price				1,450,000.00			
102.		402.				0.00			
103. Settlement charges to borrower (Line 1400)		403.							
104.		404.							
105.		405.							
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance							
106. City/town/taxes		406. City/town taxes							
107. County taxes 7,837.08 Per/Half from 6/20/2014 To 7/1/2014		407. County taxes 7,837.08 Per/Half from 6/20/2014 To 7/1/2014				478.46			
108. Assessments		408. Assessments							
109.		409.							
110.		410.							
111.		411.							
112.		412.							
120. GROSS AMOUNT DUE FROM BORROWER		420. GROSS AMOUNT DUE TO SELLER				\$1,150,478.96			
100. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:							
201. Initial Buyer Deposit		501. Escrow deposit (less instructions)							
202. First Loan		502. Settlement charges to seller (Line 1400)				\$269,412.38			
203. Second Loan:		503. Existing loans taken subject to							
204. Third Loan:		504. Del Toro Real Estate Service Payoff First				1,305,521.71			
205.		505. Item 12 Dept Of Planning Building				1,222.66			
206.		506. Item 14 City Of Long Beach Dept Of Devp Set				503.00			
207.		507. Payoff				191.24			
208.		508.							
209.		509.							
Adjustment for items unpaid by seller		Adjustment for items unpaid by seller							
210. City/town taxes		510. City/town taxes							
211. County taxes		511. County taxes							
212. Assessments		512. Assessments							
213.		513.							
214.		514.							
215.		515.							
216.		516.							
217.		517.							
218.		518.							
219.		519.							
320. TOTAL PAID BY/FOR BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER				\$1,376,850.99			
500. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:							
301. Gross amount due from borrower (Line 20)		601. Gross amount due to seller (Line 420)				1,450,478.96			
302. Less amount paid by/bor borrower (Line 220)		602. Less reduction in amount due seller (line 520)				1,376,850.99			
303. CASH (<input checked="" type="checkbox"/> FROM) (<input type="checkbox"/> TO) BORROWER		603. CASH (<input type="checkbox"/> TO) (<input checked="" type="checkbox"/> FROM) SELLER				\$126,372.03			

The Public Reporting Burden for this collection of information is estimated at 36 minutes per response for collecting, reviewing and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No Confidentiality is assured; the disclosure is mandatory. This is designed to provide the parties to a REPA covered transaction with information during the settlement process.

**THIS IS TO CERTIFY THIS IS A TRUE AND CORRECT
COPY OF THE ORIGINAL DOCUMENT BY:
Only Escrow**

Escrow Number:	14-4656	ESTIMATED HUDFORM	OMN Number 2502-0265	0/1/2014	10:45:49AM
L. SETTLEMENT CHARGES					
700. TOTAL SALES/SETTLEMENT COMMISSION (based on price)	1,450,000.00	701. Division of Commission (Line 700) as follows	10.0000%	702.	PAID FROM
703.		704.		BORROWER'S FUND AT	PAGE 2 SHILLINGS
705. Commission paid at settlement		706. Other Commission To		RECEIPT/MINT	FUND AT RECEIPT/MINT
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Our Origination Charge (This Charge is for getting you this Loan)		(from GPE #1)			
802. Your Credit or Charge (points) for the specific interest rate chosen		(from GPE #2)			
803. Your Adjusted Origination Charges		(from GPE #A)			
804. Appraisal Fee To		(from GPE #3)			
805. Credit Report Fee To		(from GPE #3)			
806. Application Fee TO 2nd T.D SBA Loan		(from GPE #3)			
807. Legal Fee TO 2nd T.D SBA Loan		(from GPE #3)			
808. SBA Authorization Fee TO 2nd T.D SBA Loan		(from GPE #3)			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Initial from 6/19/2014 TO 7/1/2014 @ 125.1370 Per Day		(from GPE #10)			
902. Mortgage Insurance Premium		(from GPE #3)			
903. Hazard Insurance Premium	1 Years	Estimate	(from GPE #11)		
1000. RESERVES DEPOSITED WITH LENDER					
1001. Initial Deposit for your Escrow Account			(from GPE #9)		
1002. Hazard Insurance Impound	0 Months	0.00	per month	\$	
1003. Mortgage Insurance Impound	0 Months	0.00	per month	\$	
1004. City Property Taxes Impo	0 Months	0.00	per month	\$	
1005. County Property Taxes Imp	0 Months	0.00	per month	\$	
1006. Annual Assessment & Impound				\$	
1100. ESCROW/TITLE CHARGES					
1101. Title Services and Lenders Title Insurance Plus Escrow Name >Payee Total Item Below this section for detail			(from GPE #4)		
1102. Settlement or Closing Fee - See Additional Page Only Escrow					4,750.00
1103. City - Owners Title Insurance To Pacific Coast Title Company			(from GPE #5)		2,962.00
1104. Alm - Landlord Title insurance					0.00
1105. Lender's Title Policy Limit - \$725,000.00 To Pacific Coast Title Company					
1106. Owner's Title Policy Limit - \$1,450,000.00 To Pacific Coast Title Company					
1107. Agents portion of the total title insurance premium \$ 0.00 - Pacific Coast Title Company					
1108. Underwriters portion of the total title insurance premium \$ 0.00 - Pacific Coast Title Company					
1111. Subescrow Fee		Pacific Coast Title Company			100.00
1113. Courier/wire		Pacific Coast Title Company			25.00
1200. GOVERNMENT RECORDING AND TRANSFER CHARGE					
1201. Government Recording Charges			(from GPE #7)		
1202. Recording Fees: Deed = 30.00 Mortgage = 300.00 Release = 0.00					
1203. Transfer Taxes			(from GPE #8)		1,595.00
1204. City/County/Tax Stamp Deed > 1,595.00 Mortgage > 0.00 City Tr. Taxes > 0.00					
1205. State Tax Stamp Deed > 0.00 Mortgage > 0.00					
1206. 1st And 2nd Half Taxes 2013-2014 + Densities	Los Angeles County Tax Collector				17,243.92
1207. 1st And 2nd Taxes 2012/2013/ 1/2 2014	Los Angeles County Tax Collector				9,158.96
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Required services that you can shop for			(from GPE #6)		
1302. Natural Hazard Disclosure	America West Real Estate Services				120.00
1303. Pest Inspection					
1304. Demand	CRA				30,500.00
1305. Repairs	Rodesign Group Inc.				202,957.50
1315. Other Additional Charges (not incl. Addtl. Charges to Escrow or Title), See Attached Page.					0.00
1400. TOTAL SETTLEMENT CHARGES (enter on Lines 103, Section J and 502, Section K)					\$269,412.38

The items indicated by POC have been included at the direction of the lender for disclosure purposes only. The escrow holder/agent/agent herein has no knowledge of these expenditures, except as provided by the lender. They have not been and cannot be verified as to the amount, the payee, nor actual payment and no liability is assumed by the closing agent as to the validity and/or the authenticity thereof. Party Paying POC Legend-(B*)Buyer/Borrower(S*)Seller(L*)Lender(L*)Loan Broker(O*)Other

**THIS IS TO CERTIFY THAT THIS IS A TRUE AND
CORRECT COPY OF THE ORIGINAL DOCUMENT**

Only Escrow

EXHIBIT “D”

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT: MARGARET KUSKA, an individual;
(AVISO AL DEMANDADO): CAROLINE WARNER TUGEL, an individual;
 RICHARD S. WARNER AND TARA J. WARNER, Trustees of the RICHARD
 S. WARNER AND TARA J. WARNER FAMILY TRUST 1993; KHALED A.
 TAWANSY, an individual; and DOES 1-20, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
 JK PER ANGUSTA AD FELICITAS LLC, a California limited liability
 company

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
 (El nombre y dirección de la corte es):

LOS ANGELES SUPERIOR COURT
 Long Beach Courthouse
 275 Magnolia Avenue
 Long Beach, CA 90802

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
 ALIA S. HADDAD (SBN 217068) (213)438-7218 (213)438-4417

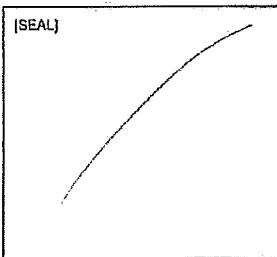
FIDELITY NATIONAL LAW GROUP
 915 Wilshire Boulevard
 Los Angeles, CA 90017

DATE: **Sheri R. Carter SEP 09 2016**
 (Fecha)

Clerk, by **M. Pettis**, Deputy
 (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
 (Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served



1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):

under:	<input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
	<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
	<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
	<input type="checkbox"/> other (specify):	

4. by personal delivery on (date):

SUM-100
 FOR COURT USE ONLY
 (SOLO PARA USO DE LA CORTE)

CONFORMED COPY
 ORIGINAL FILED
 Superior Court Of California
 County of Los Angeles

SEP 09 2016

Sherri R. Carter, Executive Officer/Clerk
 By **M. Pettis**, Deputy
 M. Pettis

CASE NUMBER:
 (Número del Caso) **NC 060799**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)	
ALIA S. HADDAD (SBN 217068) FIDELTY NATIONAL LAW GROUP 915 Wilshire Boulevard Suite 2100 Los Angeles, CA 90017	
TELEPHONE NO.	(213)438-7218
FAX NO.	(213)438-4417
ATTORNEY FOR Plaintiff	JK PER ANGUSTA AD FELICITAS LLC
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS 275 Magnolia Avenue MAILING ADDRESS CITY AND ZIP CODE Long Beach, CA 90802 BRANCH NAME SOUTH DISTRICT	

FOR COURT USE ONLY

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

SEP 09 2016

Sherri R. Carter, Executive Officer/Clerk
By M. Pettis, Deputy
M. Pettis

CASE NAME JK PER ANGUSTA AD FELICITAS LLC v. KUSKA, et al.

CIVIL CASE COVER SHEET		Complex Case Designation	CASE NUMBER
<input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	<input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	<u>N C 0 6 0 7 9 9</u>
		JUDGE:	
		DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Auto (23)	<input type="checkbox"/> Breach of contract/warranty (06)	
<input type="checkbox"/> Uninsured motorist (46)	<input type="checkbox"/> Rule 3.740 collections (09)	Antitrust/Trade regulation (03)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	<input type="checkbox"/> Other collections (09)	Construction defect (10)
<input type="checkbox"/> Asbestos (04)	<input type="checkbox"/> Insurance coverage (18)	Mass tort (40)
<input type="checkbox"/> Product liability (24)	<input type="checkbox"/> Other contract (37)	Securities litigation (28)
<input type="checkbox"/> Medical malpractice (45)	Real Property	Environmental/Toxic tort (30)
<input type="checkbox"/> Other PI/PD/WD (23)	<input type="checkbox"/> Eminent domain/Inverse condemnation (14)	Insurance coverages claims arising from the above listed provisionally complex case types (41)
Non-PI/PD/WD (Other) Tort	<input type="checkbox"/> Wrongful eviction (33)	
<input type="checkbox"/> Business (or/unfair business practice (07)	<input checked="" type="checkbox"/> Other real property (26)	Enforcement of Judgment
<input type="checkbox"/> Civil rights (06)	Unlawful Detainer	Enforcement of judgment (20)
<input type="checkbox"/> Defamation (13)	<input type="checkbox"/> Commercial (31)	Miscellaneous Civil Complaint
<input type="checkbox"/> Fraud (16)	<input type="checkbox"/> Residential (32)	<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Intellectual property (19)	<input type="checkbox"/> Drugs (36)	<input type="checkbox"/> Other complaint (not specified above) (42)
<input type="checkbox"/> Professional negligence (25)	Judicial Review	Miscellaneous Civil Petition
<input type="checkbox"/> Other non-PI/PD/WD tort (35)	<input type="checkbox"/> Asset forfeiture (05)	Partnership and corporate governance (21)
Employment	<input type="checkbox"/> Petition re arbitration award (11)	<input type="checkbox"/> Other petition (not specified above) (43)
<input type="checkbox"/> Wrongful termination (36)	<input type="checkbox"/> Writ of mandate (02)	
<input type="checkbox"/> Other employment (15)	<input type="checkbox"/> Other judicial review (39)	

2. This case is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties d. Large number of witnesses
 b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): Declaratory Action, Cancellation of instrument, Breach of Warranty/Implied Covenant, Breach of Contract

5. This case is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: September 9, 2016

ALIA S. HADDAD (SBN 217068)

TYPE OR PRINT NAME

SIGNATURE OF PARTY OR ATTORNEY FOR PARTY

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

COPIES

SHORT TITLE: JK PER ANGUSTA AD FELICITAS LLC v. KUSKA, et al.

CASE NUMBER

N C 0 6 0 7 9 9

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in central district. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Mandatory personal injury filing in North District. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

	A Civil Case Cover Sheet Category No.	B Type of Action: (Check only one)	C Applicable Reasons: See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: JK PER ANGUSTA AD FELICITAS LLC v. KUSKA, et al.	CASE NUMBER
---	-------------

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C (Applicable Reasons - See Step 3 Above)
Non-Personal Injury/ Property Damage/ Wrongful Death Tort		
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment		
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract		
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
Real Property		
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input checked="" type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
Unlawful Detainer		
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: JK PER ANGUSTA AD FELICITAS LLC v. KUSKA, et al.		CASE NUMBER	
	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons—See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON:		ADDRESS:	
<input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input checked="" type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		3200 Long Beach Boulevard Long Beach, CA 90807-5062	
CITY	STATE	ZIP CODE:	
Long Beach	CA	90807	

Step 5: Certification of Assignment: I certify that this case is properly filed in the SOUTH District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: September 9th, 2016

(SIGNATURE OF ATTORNEY/FILING PARTY)

ALIA S. HADDAD

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

COPY

1 **FIDELITY NATIONAL LAW GROUP**
2 **ALIA S. HADDAD (SBN 217068)**
3 915 Wilshire Boulevard, Suite 2100
4 Los Angeles, California 90017-3450
5 Telephone: (213) 438-7218
6 Facsimile: (213) 438-4417
7 Email: alia.haddad@fnf.com

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

SEF 09 2016

Sherri R. Carter, Executive Officer/Clerk
By M. Pettis, Deputy
M. Pettis

5 Attorneys for Plaintiff,
6 JK PER ANGUSTA AD FELICITAS LLC

7 CASE MANAGEMENT REVIEW

8 FEB 8 2017

9 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

10 IN DEPARTMENT 27 COUNTY OF LOS ANGELES - SOUTH DISTRICT

11 JK PER ANGUSTA AD FELICITAS LLC, a
12 California limited liability company

Case No.: N C 0 6 0 7 9 9

13 Plaintiff,
14 vs.
15 MARGARET KUSKA, an individual;
16 CAROLINE WARNER TUGEL, an individual;
17 RICHARD S. WARNER AND TARA J.
18 WARNER, Trustees of the RICHARD S.
19 WARNER AND TARA J. WARNER FAMILY
20 TRUST 1993; KHALED A. TAWANSY, an
21 individual; and DOES 1-20, inclusive,

COMPLAINT FOR:

1. DECLARATORY ACTION;
2. CANCELLATION OF
INSTRUMENT
3. BREACH OF
WARRANTY/IMPLIED
COVENANT; AND
4. BREACH OF CONTRACT

Defendants.

20

21 Plaintiff JK PER ANGUSTA AD FELICITAS LLC hereby alleges as follows:

22 JURISDICTION

23 1. This action pertains to real property commonly known as 3200 Long Beach
24 Boulevard, Long Beach, California 90807-5062 and legally described as:

25 PARCEL 1:

26 LOTS 17, 18 AND 19 IN BLOCK "A" OF TRACT 2901, IN THE CITY OF
27 LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS
28 PER MAP RECORDED IN BOOK 36 PAGE(S) 63 OF MAPS IN THE OFFICE
 OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH
 THAT PORTION OF THE WESTERLY HALF OF THAT CERTAIN ALLEY,
 20 FEET WIDE, AS SHOWN AND DEDICATED UPON THE MAP OF SAID

1 TRACT NO. 2901, WHICH ADJOINS SAID LOTS ON THE EAST, VACATED
2 BY RESOLUTION NO. C-22311 OF THE CITY COUNCIL OF SAID CITY, A
3 COPY OF WHICH WAS RECORDED AUGUST 1, 1977 AS INSTRUMENT
4 NO. 77-833919, BOUNDED NORTHERLY BY THE EASTERLY
5 PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 17, AND
6 BOUNDED SOUTHERLY BY THE EASTERLY PROLONGATION OF THE
7 SOUTHERLY LINE OF SAID LOT 19.

8 EXCEPT THEREFROM ALL OIL MINERALS, AND OTHER
9 HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND LYING
10 BELOW A DEPTH OF 500 FEET FROM THE SURFACE, WITHOUT
11 HOWEVER, THE RIGHT TO USE ANY PART OF THE SURFACE THEREOF,
12 AS EXCEPTED AND RESERVED IN VARIOUS DEEDS RECORDED JULY
13 17, 1964.

14 PARCEL 2:

15 LOTS 36, 37 AND 38 IN BLOCK "A" OF TRACT 2901, AS PER MAP
16 RECORDED IN BOOK 36, PAGE 63 OF MAPS, IN THE OFFICE OF THE
17 COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT
18 PORTION OF THE EASTERLY HALF OF THAT CERTAIN ALLEY, 20 FEET
19 WIDE, AS SHOWN AND DEDICATED UPON THE MAP OF SAID TRACT
20 2901, WHICH ADJOINS SAID LOTS ON THE WEST, VACATED BY
21 RESOLUTION NO. C-2231 OF THE CITY COUNCIL OF SAID CITY, A
22 COPY OF WHICH RECORDED AUGUST 1, 1977 AS INSTRUMENT NO. 77-
23 833919, BOUNDED NORTHERLY BY THE WESTERLY PROLONGATION
24 OF THE NORTHERLY LINE OF SAID LOT 36, AND BOUNDED
25 SOUTHERLY BY THE WESTERLY PROLONGATION OF THE
26 SOUTHERLY LINE OF SAID LOT 38.

27 Assessor's Parcel No. 7207-001-030; 7207-001-033; 7207-001-034

28 (The "Property").

17 PARTIES

18 3. Plaintiff JK PER ANGUSTA AD FELICITAS LLC (hereafter "Plaintiff") is and at
19 all times relevant hereto was a California limited liability company authorized to do business in
20 the State of California.

21 4. Plaintiff is informed and believes and thereon alleges that Defendant
22 MARGARET KUSKA, is and at all times relevant hereto was an individual residing within the
23 State of Montana.

24 5. Plaintiff is informed and believes and thereon alleges that Defendant CAROLINE
25 WARNER TUGEL, is and at all times relevant hereto was an individual residing within the State
26 of Oregon.

27 6. Plaintiff is informed and believes and thereon alleges that Defendants RICHARD
28 S. WARNER AND TARA J. WARNER, Trustees of the RICHARD S. WARNER AND TARA

1 J. WARNER FAMILY TRUST 1993 ("Warner Trustees"), are and at all times relevant hereto
2 were individuals residing within the State of California.

3 7. Plaintiff is informed and believes and thereon alleges that Defendant KHALED A.
4 TAWANSY, is and at all times relevant hereto was an individual residing within the State of
5 California.

6 8. Defendants named herein as DOES 1 through 20, inclusive are sued under
7 fictitious names. Such names and capacities are unknown to Plaintiff. When their true names are
8 ascertained, Plaintiff will amend this Complaint by inserting their true names and capacities.
9 Plaintiff is informed and believes, and thereon alleges, that each defendant named as a Doe is also
10 responsible for each and every obligation hereinafter set forth, proximately caused the damages
11 suffered by Plaintiff as hereinafter as set forth, or claims some right, title or interest in the
12 property, which right, title or interest, if any, is junior and inferior to Plaintiff's interests.

13 9. Plaintiff is informed and believes and based thereon alleges that Defendants, and
14 each of them, were acting as agents, servants, employees, and joint ventures of the other
15 Defendants, and each of them, and at all times mentioned herein, were acting within the course
16 and scope of said agency, service, employment, and furtherance of said joint venture.

17 **COMMON ALLEGATIONS**

18 10. On or about June 7, 2012, Defendants Kuska, Tugel and the Warner Trustees
19 (collectively, the "Warner Defendants") sold the Property to Defendant Dr. Tawansy. A grant
20 deed was recorded on June 7, 2012 in the Los Angeles County Recorder's Office as Instrument
21 No. 20120849229. (**Exhibit A.**)

22 11. On information and belief, the Warner Defendants offered Dr. Tawansy a carry-
23 back loan in the amount of \$1,475,000 as part of the consideration for purchase of the Property.
24 This carry-back loan was secured by a deed of trust recorded on June 7, 2012 in the Los Angeles
25 County Recorder's Office as Instrument No. 20120849230 ("Warner DOT"). (**Exhibit B.**)

26 12. On or about December 27, 2013, Dr. Tawansy entered into a Purchase and Sale
27 Agreement with Plaintiff JK Per Angusta Ad Felicitas, LLC. (**Exhibit C.**) Plaintiff agreed to
28 purchase the Property for \$ 1,450,000.00. Only Escrow, Inc. served as the escrow officer. In the

1 course of escrow, the Warner Defendants provided a Beneficiary's Demand of Pay-Off of the
2 Warner DOT. On or about June 23, 2014, the Warner Defendants provided Only Escrow with a
3 Beneficiary's Demand for Payoff in the amount of \$1,275,021.71 that would expire on June 23,
4 2014. (Exhibit D.)

5 13. The next morning, on June 24, 2014, Richard Warner, on behalf of the Warner
6 Defendants, confirmed via e-mail that they would accept \$1,275,021.71 as payment in full as
7 contained in the Demand. Based upon this written confirmation from Richard Warner, the full
8 amount was wired to Del Toro Loan Servicing, Inc. in accordance with their instruction.

9 14. The Warner Defendants also required the delivery of a promissory note signed by
10 Defendant Dr. Tawansy in the amount of \$30,500, payable within one year. On information and
11 belief, the signed promissory note was delivered. Also, on information and belief, all conditions
12 of the Demand were met and escrow closed.

13 15. Escrow closed on June 24, 2014. Dr. Tawansy conveyed his interest in the
14 Property to Plaintiff on or about June 17, 2014 ("Vesting Grant Deed"). A Vesting Grant Deed
15 was recorded on June 24, 2014 in the Los Angeles County Recorder's Office as Instrument No.
16 20140650481. (Exhibit E.)

17 16. Sometime in mid-2016, Plaintiff discovered that the Warner DOT was never
18 reconveyed as it should have been. Plaintiff's counsel reached out to the Warner Defendants
19 regarding the oversight. Rather than reconveying the Warner DOT, the Warner Defendants have
20 refused to reconvey the Warner DOT despite the fact that conditions of the Demand, on
21 information and belief, had been met.

22 17. The Warner Defendants allege that Defendant Dr. Tawansy has failed to meet his
23 obligation under the promissory note, and on that basis, mistakenly refuse to reconvey the Warner
24 DOT. They claim that Dr. Tawansy's breach of the promissory note nullified Demand of Pay-
25 Off. However, if true, this claim is completely misplaced - the Warner Defendants' remedy is to
26 pursue Dr. Tawansy for breach of the promissory note - not refuse to reconvey the Warner DOT.

27 ///

28 ///

FIRST CAUSE OF ACTION

**(For Declaratory Action Against Margaret Kuska, Caroline Warner Tugel, Warner Trust
Trustees and DOES 1 through 10)**

18. Plaintiff re-alleges and incorporates by reference each and every allegation contained in paragraphs 1 through 17, inclusive, as though fully set forth herein.

19. An actual controversy has arisen and now exists between Plaintiff and Defendants, in that Plaintiff contends that the carry-back loan has been paid pursuant to the Demand of Pay-off and that Warner DOT should have been reconveyed. Defendants have no basis to assert that the Warner DOT encumbers the Property.

20. Defendants, on the other hand, contend that Dr. Tawansy's alleged non-payment of the promissory note somehow releases them from acceptance of the Demand on the morning of June 24, 2014 and of their obligation to reconvey the Warner DOT. Plaintiff disputes these contentions.

21. A judicial determination is necessary and appropriate at this time in order that Plaintiff may ascertain their rights and duties with respect to the Property.

SECOND CAUSE OF ACTION

**·(For Cancellation of Instrument Against Margaret Kuska, Caroline Warner Tugel, Warner
Trustee and DOES 1 through 10)**

22. Plaintiff re-alleges and incorporates by reference each and every allegation contained in paragraphs 1 through 21, inclusive, as though fully set forth herein.

23. As discussed above, the Warner DOT should have been reconveyed because the conditions of the Demand for Pay-Off were met.

24. Unless the Warner DOT is cancelled, it will cause serious injury to Plaintiff, in that it improperly encumbers the Property and impairs the marketability of Plaintiff's Property. Furthermore, Plaintiff remains susceptible to wrongful foreclosure proceedings pursuant to the Warner DOT.

25. By reason of the foregoing, cancellation of the Warner DOT is necessary and proper.

THIRD CAUSE OF ACTION

(For Breach of Warranty Against Khaled A. Tawansy and DOES 11 through 15)

26. Plaintiff re-alleges and incorporates by reference each and every allegation contained in paragraphs 1 through 25, inclusive, as though fully set forth herein.

27. Plaintiff alleges that there are implied warranties in the Vesting Grant Deed pursuant to which Dr. Tawansy is required to convey good and clear title in the Property without any encumbrances. Dr. Tawansy breached the express and implied warranties by failing to secure a reconveyance of the Warner DOT.

28. Plaintiff alleges that Dr. Tawansy breached the warranty/covenant of title by reason of his failure to confirm that a reconveyance of the Warner DOT had been executed and recorded at, or immediately after, the time he conveyed the Property to Plaintiff.

29. As a result of breach of these warranties by Dr. Tawansy, Plaintiff's title is not free of the Warner DOT and the Warner Defendants are now demanding approximately \$240,000 that they allege is owed to them due, as a result of Dr. Tawansy's alleged default on the promissory note.

FOURTH CAUSE OF ACTION

(For Breach of Contract Against Khaled A. Tawansy and DOES 11 through 15)

30. Plaintiff re-alleges and incorporates by reference each and every allegation contained in paragraphs 1 through 29, inclusive, as though fully set forth herein.

31. On or about December 27, 2013, Dr. Tawansy entered into the Purchase Agreement to sell the Property to Plaintiff. (Exhibit C.)

32. Dr. Tawansy breached the Purchase Agreement by not conveying title to Plaintiff that was free from the Warner DOT encumbrance as bargained for between the Parties.

33. Plaintiff has been damaged because, even though it paid the full agreed upon price, it did not receive the Property free and clear of the Warner DOT as bargained for, and thus is damaged because it does not have marketable title of the Property.

34. Plaintiff has been damaged in the amount of at least \$240,000 since the Warner Defendants are insisting upon this payment prior to reconveying the Warner DOT.

1 **WHEREFORE**, Plaintiff prays that:

2 On the First Cause of Action for Declaratory Action

3 1. For a judgment declaring that the Warner DOT was reconveyed as of June 24,
4 2014;

5 On the Second Cause of Action for Cancellation of Instrument

6 2. For a judgment declaring and establishing that the Warner DOT is cancelled;

7 On the Third and Fourth Causes of Action for Breach of Warranty and Breach of Contract

8 3. Or in the alternative, for money judgment in the amount of approximately
9 \$240,000 to satisfy the outstanding balance of the loan necessary to reconvey the Warner Deed of
10 Trust, in the event the Court determines that the Warner Defendants are entitled to the additional
11 monies;

12 4. For attorney's fees and for costs of suit as permitted by law;

13 5. Post-judgment interest; and

14 For such other and further relief as the Court deems just and proper.

15 Date: September 9th, 2016

16 FIDELITY NATIONAL LAW GROUP

17 

18 ALIA S. HADDAD, Esq.
19 Attorney for Plaintiff
20 JK PER ANGUSTA AD FELICITAS LLC

EXHIBIT A

EXHIBIT A

Page 1
Escrow No. 116765628 - X04

SIGNATURE EXHIBIT

MARGARET KUSKA

Caroline Warner Tugel
CAROLINE WARNER TUGEL

RICHARD S. WARNER AND TARA J. WARNER FAMILY TRUST 1993

RICHARD S. WARNER, TRUSTEE

TARA J. WARNER, TRUSTEE

DEEDS&GDS-08/04/bk

EXECUTED IN COUNTERPART

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

KHALED A TAWANSY, MD
C/O 7447 N. FIGUEROA ST.
#200
LOS ANGELES CA 90041

Escrow No. 116765628 - X04
Order No. 116765628 -

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assessor's Parcel No.
7207-001-030,033,034

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS unincorporated area City of LONG BEACH

computed on the full value of the interest or property conveyed, or is

computed on the full value less the value of liens or encumbrances remaining at time of sale, and

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

MARGARET KUSKA, A MARRIED WOMAN, AS HBR SOLE AND SEPARATE PROPERTY, WHO ACQUIRED
TITLE AS AND IS FORMERLY KNOWN AS MARGARET WARNER HALLISEY; CAROLINE WARNER TUGEL, AN
UNMARRIED WOMAN AND RICHARD S. WARNER AND TARA J. WARNER, TRUSTEES OF THE RICHARD S.
WARNER AND TARA J. WARNER FAMILY TRUST 1993, AS THE SOLE AND SEPARATE PROPERTY OF
RICHARD S. WARNER

hereby GRANT(S) to
KHALED A TAWANSY, MD, A SINGLE MAN

the following described real property in the City of LONG BEACH
County of LOS ANGELES, State of California:
SEE EXHIBIT 'A' WHICH IS ATTACHED HERETO AND MADE A PART HEREOF

Dated May 23, 2012

SEE SIGNATURE EXHIBIT ATTACHED HERETO

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES) ss.
On 05-24-2012 before me,

JEONG KOO RHO

Notary Public, personally appeared

RICHARD S. WARNER & TARA J. WARNER

who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) I am subscrbed 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.

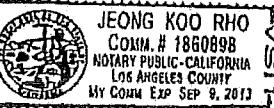
I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

09-09-2013

Date My Commission Expires



FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City, State & Zip

Page 1
Escrow No. 116765628 - X04

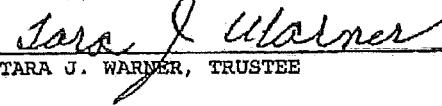
SIGNATURE EXHIBIT

MARGARET KUSKA

CAROLINE WARNER TUGEL

RICHARD S. WARNER AND TARA J. WARNER FAMILY TRUST 1993


RICHARD S. WARNER, TRUSTEE


TARA J. WARNER, TRUSTEE

DEEDS91G9-00/09/b4bk

EXECUTED IN COUNTERPART

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

KHALED A TAWANSY, MD
C/O 7447 N. FIGUEROA ST.
#200
LOS ANGELES CA 90041

Escrow No. 116765628 - K04
Order No. 116765628 -

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assessor's Parcel No.
7207-001-030,033,034

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS

unincorporated area City of LONG BEACH

computed on the full value of the interest or property conveyed, or is

computed on the full value less the value of liens or encumbrances remaining at time of sale, and

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

MARGARET KUSKA, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, WHO ACQUIRED
TITLE AS AND IS FORMERLY KNOWN AS MARGARET WARNER HALLISEY; CAROLINE WARNER TUGEL, AN
UNMARRIED WOMAN AND RICHARD S. WARNER AND TARA J. WARNER, TRUSTEES OF THE RICHARD S.
WARNER AND TARA J. WARNER FAMILY TRUST 1993, AS THE SOLE AND SEPARATE PROPERTY OF
RICHARD S. WARNER

hereby GRANT(S) to
KHALED A TAWANSY, MD, A SINGLE MAN

the following described real property in the City of LONG BEACH
County of LOS ANGELES, State of California:
SEE EXHIBIT 'A' WHICH IS ATTACHED HERETO AND MADE A PART HEREOF

Dated May 23, 2012

STATE OF Montana

COUNTY OF Flathead

} ss.

On May 23, 2012 before me,

Kristy Oster

Notary Public, personally appeared

Margaret Kuska

SEE SIGNATURE EXHIBIT ATTACHED HERETO

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.

Kristy Oster

Signature of Notary

Feb 1, 2014

Date My Commission Expires

KRISTY OSTER
NOTARY PUBLIC for the
State of Montana
Rocking of Bigfork, Montana
My Commission Expires
February 1, 2014

FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City, State & Zip

Page 1
Escrow No. 11676562B -X04

SIGNATURE EXHIBIT

Margaret Kuska
MARGARET KUSKA

CAROLINE WARNER TUGEL

RICHARD S. WARNER AND TARA J. WARNER FAMILY TRUST 1993

RICHARD S. WARNER, TRUSTER

TARA J. WARNER, TRUSTEE

DEEDS09-00/09/04lx

EXHIBIT A

LEGAL DESCRIPTION

9
1/2

Real property in the City of Long Beach, County of Los Angeles, State of California, described as follows:

PARCEL 1:

LOTS 17, 18 AND 19 IN BLOCK "A" OF TRACT NO. 2901, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 36 PAGE 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, TOGETHER WITH THAT PORTION OF THE WESTERLY HALF OF THAT CERTAIN ALLEY, 20 FEET WIDE, AS SHOWN AND DEDICATED UPON THE MAP OF SAID TRACT NO. 2901, WHICH ADJOINS SAID LOTS ON THE EAST, VACATED BY RESOLUTION NO. C-22311 OF THE CITY COUNCIL OF SAID CITY, A COPY OF WHICH WAS RECORDED AUGUST 1, 1977 AS INSTRUMENT NO. 77-833919, BOUNDED NORTHERLY BY THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 17, AND BOUNDED SOUTHERLY BY THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 19.

EXCEPT THEREFROM ALL OIL, MINERALS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT TO USE ANY PART OF THE SURFACE THEREOF.

PARCEL 2:

LOTS 36, 37 AND 38 IN BLOCK "A" OF TRACT NO. 2901, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 36 PAGE 63 OF MAPS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER'S OFFICE, TOGETHER WITH THAT PORTION OF THE EASTERLY HALF OF THAT CERTAIN ALLEY, 20 FEET WIDE, AS SHOWN AND DEDICATED UPON THE MAP OF SAID TRACT NO. 2901 WHICH ADJOINS SAID LOTS ON THE WEST, VACATED BY RESOLUTION NO. C-2231 OF THE CITY COUNCIL OF SAID CITY, A COPY OF WHICH RECORDED AUGUST 1, 1977 AS INSTRUMENT NO. 77-833919, BOUNDED NORTHERLY BY THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 36, AND BOUNDED SOUTHERLY BY THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 38.

APN: 7207-001-030 and 7207-001-033 and 7207-001-034

Order No.: 92002-1141888-12

EXHIBIT B

EXHIBIT B

▲ This page is part of your document - DO NOT DISCARD ▲

20120849230



Pages:
0007

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

06/07/12 AT 08:00AM

FEES:	55.00
TAXES:	0.00
OTHER:	0.00
<u>PAID:</u>	<u>55.00</u>



LEADSHEET



201206070110006

00005930799



004050410

SEQ:
14

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T10

614971

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

RICHARD S. WARNER, ET AL
C/O 13428 PALM DR.
CERRITOS, CA 90703

06/07/2012

20120849230

Escrow No. 116765628-X04
Order No. 116765628-

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Assessor's Parcel No:
7207-001-030,033,034

DEED OF TRUST WITH ASSIGNMENT OF RENTS AS ADDITIONAL SECURITY

This DEED OF TRUST, made this 1ST day of June , 2012 , between

KHALED A TAWANSY, MD, A SINGLE MAN

herein called TRUSTOR, whose address is C/O 7447 N. FIGUEROA ST #200, LOS ANGELES, CALIFORNIA 90041

CHICAGO TITLE COMPANY, a California Corporation herein called TRUSTEE, and
RICHARD S. WARNER AND TARA J. WARNER, TRUSTEES OF THE RICHARD J. WARNER AND TARA J. WARNER FAMILY TRUST 1993, AS THE SOLE AND SEPARATE PROPERTY OF RICHARD S. WARNER, AS TO AN UNDIVIDED 56.58% INTEREST; AND CAROLINE WARNER TUGEL, AN UNMARRIED WOMAN, AS AS TO AN UNDIVIDED 21.71% INTEREST; AND MARGARET KUSKA, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 21.71% INTEREST, ALL AS TENANTS IN COMMON

herein called BENEFICIARY, Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale that property in the City of LONG BEACH County LOS ANGELES California, described as:

SEE EXHIBIT 'A' WHICH IS ATTACHED HERETO

ADDITIONAL PROVISIONS EXHIBIT ATTACHED AND MADE A PART HEREOF BY REFERENCE
Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of \$1,475,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust

DTIPG1-09/08/04bk

Page 1

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Escrow No: 116765628 X04

Assessor's Parcel No: 7207-001-030,033,034

ADDITIONAL PROVISIONS EXHIBIT

DUE ON SALE CLAUSE: IN THE EVENT THE TRUSTOR SELLS OR TRANSFERS TITLE TO THE PROPERTY OR ANY PORTION THEREOF, THEN THE BENEFICIARY MAY, AT BENEFICIARY'S OPTION, REQUIRE THE ENTIRE UNPAID BALANCE OF THIS NOTE TO BE IMMEDIATELY PAID IN FULL.

THIS IS A PURCHASE MONEY FIRST TRUST DEED.

TDPREV-08/08/04bk

Escrow No: 116765628 X04

Assessor's Parcel No: 7207-001-030,033,034

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A of that certain Fictitious Deed of Trust referenced herein, and it is mutually agreed that all of the provisions set forth in subdivision B of that certain Fictitious Deed of Trust recorded in the book and page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	71-10-26	615	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2055	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5 Book 1964,					
											Page 149774

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties) are printed on the following pages hereof, and are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA
COUNTY OF Los Angeles) S.S.

On 6-1-2012 before me,
DONALD COURTNEY Notary Public
personally appeared
Khaled A. Tawansy

Khaled A. Tawansy MD

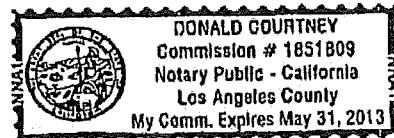
KHALED A TAWANSY, MD

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]
NOTARY'S SIGNATURE



(THIS AREA FOR OFFICIAL NOTARIAL SEAL OR STAMP)

DTIPG2 ~ 12/03/07 AA

Page 2

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustee. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustee fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustee and without releasing Trustee from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him or her in the same manner and with the same effect as above provided for regarding disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his or her right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustee hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustee the right, prior to any default by Trustee in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his or her own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustee, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(9) The Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO CHICAGO TITLE COMPANY

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

Please mail Deed of Trust,
Note and Reconveyance to _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

EXHIBIT A

EXHIBIT "A"

LEGAL DESCRIPTION

1
MCM

Real property in the City of Long Beach, County of Los Angeles, State of California, described as follows:

PARCEL 1:

LOTS 17, 18 AND 19 IN BLOCK "A" OF TRACT NO. 2901, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 36 PAGE 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, TOGETHER WITH THAT PORTION OF THE WESTERLY HALF OF THAT CERTAIN ALLEY, 20 FEET WIDE, AS SHOWN AND DEDICATED UPON THE MAP OF SAID TRACT NO. 2901, WHICH ADJOINS SAID LOTS ON THE EAST, VACATED BY RESOLUTION NO. C-22311 OF THE CITY COUNCIL OF SAID CITY, A COPY OF WHICH WAS RECORDED AUGUST 1, 1977 AS INSTRUMENT NO. 77-833919, BOUNDED NORTHERLY BY THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 17, AND BOUNDED SOUTHERLY BY THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 19.

EXCEPT THEREFROM ALL OIL, MINERALS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT TO USE ANY PART OF THE SURFACE THEREOF.

PARCEL 2:

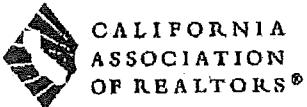
LOTS 36, 37 AND 38 IN BLOCK "A" OF TRACT NO. 2901, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 36 PAGE 63 OF MAPS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER'S OFFICE, TOGETHER WITH THAT PORTION OF THE EASTERLY HALF OF THAT CERTAIN ALLEY, 20 FEET WIDE, AS SHOWN AND DEDICATED UPON THE MAP OF SAID TRACT NO. 2901 WHICH ADJOINS SAID LOTS ON THE WEST, VACATED BY RESOLUTION NO. C-2231 OF THE CITY COUNCIL OF SAID CITY, A COPY OF WHICH RECORDED AUGUST 1, 1977 AS INSTRUMENT NO. 77-833919, BOUNDED NORTHERLY BY THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 36, AND BOUNDED SOUTHERLY BY THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 38.

APN: 7207-001-030 and 7207-001-033 and 7207-001-034

Order No.: 92002-1141888-12

EXHIBIT C

EXHIBIT C



COMMERCIAL PROPERTY PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(NON-RESIDENTIAL)
(C.A.R. Form CPA, Revised 4/13)

Date: D ber 27, 2013

1. OFFER:
- A. THIS IS AN OFFER FROM Jennifer Kaur Rodriguez Bohal or assignee/nominee ("Buyer").
 Individual(s), A Corporation, A Partnership, An LLC, An LLP, or Other to be advised before COE.
- B. THE REAL PROPERTY TO BE ACQUIRED is described as 3200 North Long Beach Boulevard
Long Beach, CA 90807, Assessor's Parcel No. 7207-001-030, situated in
Long Beach, County of Los Angeles, California, ("Property").
- C. THE PURCHASE PRICE offered is One Million, Four Hundred Fifty Thousand (Dollars \$ 1,450,000.00).
- D. CLOSE OF ESCROW shall occur on _____ (date) (or 60 Days After Acceptance).
2. AGENCY:
- A. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer-representation agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties of interest to this Buyer.
- B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:
- Listing Agent None (Print Firm Name) Is the agent of (check one): the Seller exclusively; or both the Buyer and Seller.
- Selling Agent None (Print Firm Name) (if not same as Listing Agent) Is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller.
- Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.
- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 43,500.00
(1) Buyer shall deliver deposit directly to Escrow Holder by personal check, electronic funds transfer,
 Other _____ within 3 business days after acceptance;
(or Other _____);
- OR (2) (If checked) Buyer has given the deposit by personal check (or _____) to
the agent submitting the offer (or to _____), made payable to
_____. The deposit shall be held uncashed until Acceptance and
then deposited with Escrow Holder (or into Broker's trust account) within 3 business days after
Acceptance (or Other _____).
- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of .. \$ _____
within _____ Days After Acceptance, or
- C. LOAN(S):
- (1) FIRST LOAN in the amount of \$ 725,000.00
This loan will be conventional financing or, if checked, Seller (C.A.R. Form SFA), assumed
(C.A.R. Form PAA), subject to financing, Other _____. This
loan shall be at a fixed rate not to exceed _____ % or, an adjustable rate loan with initial
rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to
exceed _____ % of the loan amount.
- (2) SECOND LOAN in the amount of \$ 580,000.00
This loan will be conventional financing or, if checked, Seller (C.A.R. Form SFA), assumed
(C.A.R. Form PAA), subject to financing, Other _____. This
loan shall be at a fixed rate not to exceed _____ % or, an adjustable rate loan with initial
rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to
exceed _____ % of the loan amount.
- D. ADDITIONAL FINANCING TERMS: Buyer shall apply for a SBA (504) loan, in case of denial buyer shall accept a SBA 7(a) loan instead
- E. BALANCE OF PURCHASE PRICE OR DOWN PAYMENT in the amount of \$ 101,500.00
to be deposited with Escrow Holder within sufficient time to close escrow.
- F. PURCHASE PRICE (TOTAL): \$ 1,450,000.00
- G. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 3H(1)) shall, within 7 (or _____) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (If checked, verification attached.)
- H. LOAN TERMS:
- (1) LOAN APPLICATIONS: Within 7 (or _____) Days After Acceptance, Buyer shall Deliver to Seller a letter from 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 3C above. (If checked, letter attached.)
- (2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. Buyer's contractual obligations to obtain

Buyer's Initials (JS) (_____)

© 2013, California Association of REALTORS®, Inc.

Seller's Initials (VJ) (_____)

Reviewed by _____ Date _____



CPA REVISED 4/13 (PAGE 1 OF 10)

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 1 OF 10)

Agent:
Broker:

Phone:

Fax:

Prepared using zipForm® software

3200 North Long Beach Boulevard

Date: December 27, 2013

Property Address: Long Beach,

and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

(I) Within 17 (or) Days After Acceptance, Buyer shall, as specified in Paragraph 17, In writing remove the loan contingency or cancel this Agreement;

OR (II) (If checked) the loan contingency shall remain in effect until the designated loans are funded.

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

1. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or, if checked, is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the specified purchase price. If there is a loan contingency, Buyer's removal of the loan contingency shall be deemed removal of this appraisal contingency (or, if checked, Buyer shall, as specified in paragraph 17B(3), In writing remove the appraisal contingency or cancel this Agreement within 17 (or 30) Days After Acceptance). If there is no loan contingency, Buyer shall, as specified in paragraph 17B(3), In writing remove the appraisal contingency or cancel this Agreement within 17 (or) Days After Acceptance.

J. ALL CASH OFFER (If checked): Buyer shall, within 7 (or) Days After Acceptance, Deliver to Seller written verification of sufficient funds to close this transaction. (If checked, verification attached.)

K. BUYER STATED FINANCING: Seller has relied on Buyer's representation of the type of financing specified (including but not limited to, as applicable, amount of down payment, contingent or non contingent loan, or all cash). If Buyer seeks alternate financing, (i) Seller has no obligation to cooperate with Buyer's efforts to obtain such financing, and (ii) Buyer shall also pursue the financing method specified in this Agreement. Buyer's failure to secure alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. ALLOCATION OF COSTS (if checked): Unless otherwise specified in writing, this paragraph only determines who is to pay for the inspection, test or service ("Report") mentioned; it does not determine in the report who is to pay for any work recommended or identified in the Report.

A. INSPECTIONS AND REPORTS:

- (1) Buyer Seller shall pay for sewer connection, if required by Law prior to Close Of Escrow _____
(2) Buyer Seller shall pay to have septic or private sewage disposal system inspected _____
(3) Buyer Seller shall pay to have domestic wells tested for water potability and productivity _____
(4) Buyer Seller shall pay for a natural hazard zone disclosure report prepared by _____
(5) Buyer Seller shall pay for the following inspection or report _____
(6) Buyer Seller shall pay for the following inspection or report _____

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) Buyer Seller shall pay for smoke detector installation and/or water heater bracing, if required by Law. Prior to Close Of Escrow, Seller shall provide Buyer a written statement of compliance in accordance with state and local Law, unless exempt.
(2) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards, inspections and reports if required as a condition of closing escrow under any Law.
(3) Buyer Seller shall pay for installation of approved fire extinguisher(s), sprinkler(s), and hose(s), if required by Law, which shall be installed prior to Close Of Escrow. Prior to Close Of Escrow Seller shall provide Buyer a written statement of compliance, if required by Law.

C. ESCROW AND TITLE:

- (1) Buyer Seller shall pay escrow fee each party shall pay one half of the total escrow fee
Escrow Holder shall be Only Escrow, Inc.
(2) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 16E
Owner's title policy to be issued by Pacific Coast Title Company
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or transfer fee _____
(2) Buyer Seller shall pay City transfer tax or transfer fee _____
(3) Buyer Seller shall pay Owners' Association (OA) transfer fee _____
(4) Buyer Seller shall pay OA document preparation fees _____
(5) Buyer Seller shall pay for _____
(6) Buyer Seller shall pay for _____

5. CLOSING AND POSSESSION:

A. Seller-Occupied or Vacant Units: Possession shall be delivered to Buyer at 5pm or AM PM, on the date of Close Of Escrow; on _____; or no later than _____ Days After Close Of Escrow. If transfer of title and occupancy do not occur at the same time, Buyer and Seller are advised to: (I) enter into a written occupancy agreement (C.A.R. Form PAA, paragraph 2); and (II) consult with their insurance and legal advisors.

B. Tenant Occupied Units: Possession and occupancy, subject to the rights of tenants under existing leases, shall be delivered to Buyer on Close Of Escrow.

C. 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 warranties. Brokers cannot and will not determine the assignability of any warranties.

D. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems, alarms and garage door openers. If the Property is a unit in a condominium or located in a common-interest subdivision, Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.

6. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the Civil Code.

Buyer's Initials (S) (_____)

Seller's Initials (L) (_____)

Reviewed by _____ Date _____

Tawansy/Sohal

3200 North Long Beach Boulevard

Property Address: Long Beach, _____ Date: December 27, 2013

7. SELLER DISCLOSURES:

- A. **ENERGY DISCLOSURE:** Seller shall provide Buyer, at least 24 hours prior to execution of this Agreement, the Disclosure Summary Sheet, Statement of Energy Performance, Data Checklist, and the Facility Summary for the building as required by Public Resources Code Section 25402.10 and California Code of Regulations, Title 20, Sections 1680 through 1685. This requirement is effective for a building with total gross floor area square footage as follows: more than 50,000 square feet, July 1, 2013; more than 10,000 square feet and up to 50,000 square feet, January 1, 2014; and at least 5,000 square feet up to 10,000 square feet, July 1, 2014. For more information, see <http://www.energy.ca.gov/ab1103/index.html>
- B. **NATURAL AND ENVIRONMENTAL DISCLOSURES:** Seller shall, within the time specified in paragraph 17, if required by Law: (i) Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide an 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.
- C. **ADDITIONAL DISCLOSURES:** Within the time specified in paragraph 17, Seller shall Deliver to Buyer, in writing, the following disclosures, documentation and information:
- (1) **RENTAL SERVICE AGREEMENTS:** (i) All current leases, rental agreements, servco contracts, and other agreements pertaining to the operation of the Property; and (ii) a rental statement including names of tenants, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates, or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any concession, rebate, or other benefit, except as set forth in these documents.
 - (2) **INCOME AND EXPENSE STATEMENTS:** The books and records, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business, and used by Seller in the computation of federal and state income tax returns.
 - (3) **TENANT ESTOPPEL CERTIFICATES:** (If checked) Tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.
 - (4) **SURVEYS, PLANS AND ENGINEERING DOCUMENTS:** Copies of surveys, plans, specifications and engineering documents, if any, in Seller's possession or control.
 - (5) **PERMITS:** If in Seller's possession, Copies of all permits and approvals concerning the Property, obtained from any governmental entity, including, but not limited to, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.
 - (6) **STRUCTURAL MODIFICATIONS:** Any known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.
 - (7) **GOVERNMENTAL COMPLIANCE:** Any improvements, additions, alterations or repairs made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals.
 - (8) **VIOLATION NOTICES:** Any notice of violations of any Law filed or issued against the Property and actually known to Seller.
 - (9) **MISCELLANEOUS ITEMS:** Any of the following, if actually known to Seller: (i) any current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) affecting the Property, or the right to use and occupy it; (ii) any unsatisfied mechanic's or materialman's lien(s) affecting the Property; and (iii) that any tenant of the Property is the subject of a bankruptcy.
- C. **WITHHOLDING TAXES:** Within the time specified in paragraph 17A, to avoid required withholding Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law, (C.A.R. Form AS or QS).
8. **ENVIRONMENTAL SURVEY** (If checked): Within _____ Days After Acceptance, Buyer shall be provided a phase one environmental survey report paid for and obtained by Buyer Seller. Buyer shall then, as specified in paragraph 17, remove this contingency or cancel this Agreement.
9. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly Deliver a subsequent or amended disclosure or notice in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.
10. **CHANGES DURING ESCROW:**
- A. Prior to Close Of Escrow, Seller may only engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 17: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
 - B. At least 7 (or _____) Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of any Proposed Changes.
11. **CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:**
- A. **SELLER HAS:** 7 (or _____) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or located in a planned unit development or other common interest subdivision.

Buyer's Initials (J.S.) (_____)

Seller's Initials (WT) (_____)

CPA REVISED 4/13 (PAGE 3 OF 10)

Reviewed by _____ Date _____



COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 3 OF 10)

Tawansy/Sohal

3200 North Long Beach Boulevard

Property Address: Long Beach,

Date: December 27, 2013

- B. If Property is a condominium, or located in a planned unit development or other common interest subdivision, Seller has 3 (or) Days After Acceptance to request from the OA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; and (v) the names and contact information of all OA's governing the Property. (Collectively, "CI Disclosures.") Seller shall itemize and deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 17.
- 12. ITEMS INCLUDED AND EXCLUDED:**
- A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 12B or C.
- 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 systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water softeners, water purifiers, security systems/alarms.
 - (3) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 17.
 - (4) Seller represents that all items included in the purchase price are, unless otherwise specified, owned by Seller. Within the time specified in paragraph 17, Seller shall give Buyer a list of fixtures not owned by Seller.
 - (5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
 - (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.
- C. **ITEMS EXCLUDED FROM SALE:**

13. **CONDITION OF PROPERTY:** Unless otherwise agreed: (i) Property is sold (a) in its PRESENT physical ("as-is") condition as of the date of Acceptance and (b) subject to Buyer's investigation rights; (ii) The Property including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as of the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Seller by Close Of Escrow.
- A. Seller warrants that the Property is legally approved as _____ units.
- B. Seller shall, within the time specified in paragraph 17, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, AND MAKE ANY AND ALL OTHER DISCLOSURES REQUIRED BY LAW.
- C. Buyer has the right to inspect the Property and, as specified in paragraph 17, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that seller make Repairs or take other action.
14. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 17B. Within the time specified in paragraph 17B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 17B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. **Buyer Indemnity and Seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. 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 or cancellation of this Agreement and Close Of Escrow.

15. **SELLER DISCLOSURES: ADDENDA; ADVISORIES; OTHER TERMS:**

- A. **Seller Disclosures (if checked):** Seller shall, within the time specified in paragraph 17A, complete and provide Buyer with a:
 Seller Property Questionnaire (C.A.R. Form SPQ) OR Supplemental Contractual and Statutory Disclosure (C.A.R. Form SSD)

- B. **Addenda (if checked):**

Addendum # (C.A.R. Form ADM)

Buyer's Initials (JS) ()

Seller's Initials () ()

Reviewed by _____ Date _____

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COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 4 OF 10)

Tawansy/Sohal



3260 Levard
Property Address: Long Beach,

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- Wood Destroying Pest Inspection and Allocation of Cost Addendum (C.A.R. Form WPA)
 Purchase Agreement Addendum (C.A.R. Form PAA)
 Short Sale Addendum (C.A.R. Form SSA)
 Buyer Intent to Exchange Supplement (C.A.R. Form BES)
 Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
 Other
 Seller Intent to Exchange Supplement (C.A.R. Form SES)
C. Advisories (If checked):
 Probate Advisory (C.A.R. Form PAK)
 Trust Advisory (C.A.R. Form TA)
 Buyer's Inspection Advisory (C.A.R. Form BIA)
 Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
 REO Advisory (C.A.R. Form REO)
D. Other Terms:

16. TITLE AND VESTING:

- A. Within the time specified in paragraph 17, Buyer shall be provided a current preliminary title report, which shall include a search of the General Index. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information. The preliminary report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 17B.
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: (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.
C. Within the time specified in paragraph 17, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

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

- A. SELLER HAS:** 7 (or) Days After Acceptance to deliver to Buyer all reports, disclosures and information for which Seller is responsible under paragraphs 4, 7A, B and C, 11A, 12B(3) and (4), 13B, 15A and B and 16. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) If Seller has not Delivered the items within the time specified.
B. (1) BUYER HAS: 17 (or) Days After Acceptance, unless otherwise agreed in writing, to:
(i) complete all Buyer investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and (ii) approve all other matters affecting the Property (including information specified in paragraph 7 and Insurability of Buyer and the Property).
(2) Within the time specified in 17B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.
(3) Within the time specified in 17B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller either (i) a removal of the applicable contingency (C.A.R. Form CR), or (ii) a cancellation (C.A.R. Form CC) of this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in 17A, then Buyer has 5 (or) Days After Delivery of any such items, or the time specified in 17B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
(4) **Continuation of Contingency:** Even after the end of the time specified in 17B(1) and before Seller cancels this Agreement, if at all, pursuant to 17C, Buyer retains the right to either (i) in writing remove remaining contingencies, or (ii) cancel this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to 17C(1).

- C. SELLER RIGHT TO CANCEL:**
(1) **Seller right to Cancel; Buyer Contingencies:** If, within the time specified in this Agreement, Buyer does not, in writing, 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 return of Buyer's deposit.
(2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first Delivering to Buyer a NBP may cancel this Agreement for any of the following reasons: (i) if Buyer fails to deposit funds as required by 3A or 3B; (ii) if the funds deposited pursuant to 3A or 3B are not good when deposited; (iii) if Buyer fails to provide a letter as required by 3H; (iv) if Buyer fails to provide verification as required by 3G or 3J; or (v) if Seller reasonably disapproves of the verification provided by 3G or 3J. In such event, Seller shall authorize return of Buyer's deposit.
(3) **Notice To Buyer To Perform:** The NBP shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 2 (or) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 17C(2).

Buyer's Initials: JS i (____)

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Seller's Initials: LC i (____)
Reviewed by _____ Date _____



3200 North Long Beach Boué

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- D. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall with regard to that contingency or cancellation right conclusively be deemed to have: (I) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining; (II) elected to proceed with the transaction; and (III) assumed all liability, responsibility and expense for Repairs or corrections, or for inability to obtain financing.
- E. **CLOSE OF ESCROW:** Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first deliver to the other a demand to close escrow (C.A.R. Form DCE).
- F. **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, Buyer and Seller agree to sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual signed release instructions from Buyer and Seller, judicial decision or arbitration award. A Buyer or Seller may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).
18. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (I) obtain 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 receipts and statements to Buyer prior to final verification of condition.
19. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (I) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (II) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (III) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (IV) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
20. **AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. The ADA can require, among other things, that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact an attorney, contractor, architect, engineer or other qualified professional of Buyer's or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
21. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property within 5 (or _____) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (I) the Property is maintained pursuant to paragraph 13; (II) Repairs have been completed as agreed; and (III) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
22. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are a current lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are a current lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (I) for periods after Close Of Escrow, by Buyer; and (II) for periods prior to Close Of Escrow, by Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
24. **MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM:** If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.
25. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
26. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 34A.
27. **DEFINITIONS:** As used in this Agreement:
- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.

Buyer's Initials (JS) ()

Seller's Initials (KT) ()

Reviewed by _____ Date _____



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COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 6 OF 10)

Tawny/Subal

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Property Address: Long Beach,

Date: December 27, 2013

- B. "C.A.R. Form" means the specific form referenced or another comparable form agreed to by the parties.
- C. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
- D. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
- E. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
- F. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- G. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- H. "Deliver", "Delivered" or "Delivery", regardless of the method used (i.e. messenger, mail, email, fax, other), means and shall be effective upon (i) personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in paragraph D of the section titled Real Estate Brokers on page 10;
- OR (ii) if checked, per the attached addendum (C.A.R. Form RDN).
- I. "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.
- J. "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.
- K. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- L. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
28. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interests in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld, unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement.
29. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
30. **COPIES:** Seller and Buyer each represent that Copies of all reports, documents, certificates, approvals and other documents that are furnished to the other are true, correct and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
31. **BROKERS:**
- A. **BROKER COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultation and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify, defend, and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representations in this paragraph.
- C. **SCOPE OF BROKER DUTY:** Buyer and Seller acknowledge and agree that: Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) shall not be responsible for identifying defects that are not known to Broker(s); (v) shall not be responsible for inspecting public records or permits concerning the title or use of the Property; (vi) shall not be responsible for identifying location of boundary lines or other items affecting title; (vii) shall not be responsible for verifying square footage, representations of others or information contained in inspection reports, MLS or PDS, advertisements, flyers or other promotional material, unless otherwise agreed in writing; (viii) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller in the course of this representation; and (ix) 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.
32. **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 relating counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 3, 4, 6, 7C, 16B and D, 16, 17F, 22, 27, 31A, 32, 37, 40 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 31A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out of Buyer's or Seller's funds, or both, as applicable, the respective Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not specifically referenced above in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
- B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or). Escrow holder shall provide Seller's Statement of Information to Title company when received from Seller. Buyer and Seller

Buyer's Initials JS Y (____)

Seller's Initials (L) (____)
Reviewed by _____ Date _____



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Towensky/Sohal

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- 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 the Agreement.
- C. Brokers are a party to the Escrow for the sole purpose of compensation pursuant to paragraph 31A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 31A, respectively, and irrevocably instructs 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. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement or is not good at time of deposit with Escrow Holder; or (ii) if either Buyer or Seller instruct Escrow Holder to cancel escrow.
- D. 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 2 business days after mutual execution of the amendment.
- 33. LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, signed release instructions from both Buyer and Seller, judicial decision or arbitration award.

Buyer's Initials: <u>JS</u>	Seller's Initials: <u>CT</u>
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34. DISPUTE RESOLUTION:

- A. **MEDIATION:** Buyer and Seller 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. Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 34C.
- B. **ARBITRATION OF DISPUTES:**
Buyer and Seller 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. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 34C.

"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: <u>JS</u>	Seller's Initials: <u>CT</u>
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C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) **EXCLUSIONS:** The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or instalment 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 and arbitration provisions.
- (2) **BROKERS:** Brokers shall not be obligated or compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

Buyer's Initials: JS ()

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Seller's Initials: CT ()

Reviewed by _____ Date _____



COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 8 OF 10)

Tawny/Sohal

3200 North Long Beach Boulevard

Property Address: Long Beach,

Date: December 27, 2013

35. GOVERNING LAW: This Agreement shall be governed by the Laws of the state of California.
36. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. 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.
37. 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. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
38. AUTHORITY: Any person or persons signing this Agreement represent(s) that such person has full power and authority to bind that person's principal, and that the designated Buyer and Seller has full authority to enter into and perform this Agreement. Entering into this Agreement, and the completion of the obligations pursuant to this contract, does not violate any Articles of Incorporation, Articles of Organization, By Laws, Operating Agreement, Partnership Agreement or other document governing the activity of either Buyer or Seller.
39. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned, unless the offer is Signed by Seller, and a Copy of the Signed offer is personally received by Buyer, or by _____ who is authorized to receive it by 5:00 PM on the third Day after this offer is signed by Buyer (OR, if checked by _____ (date), at _____ AM PM).

Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.

Buyer Jennifer Kaur Rodriguez Sohal
By _____ Date December 27, 2013
Print name Jennifer Kaur Rodriguez Sohal, M. D.
Address 2705 Beverly Blvd., Suite 227 City Los Angeles State CA Zip 90057
Telephone _____ Fax _____ E-mail _____

Buyer _____
By _____ Date _____
Print name _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Notice Address, If Different

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

40. 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, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to deliver a Signed Copy to Buyer.

(If checked) SUBJECT TO ATTACHED COUNTER OFFER, DATED _____

Seller Khaled A. Tawansy, M. D.
By _____ Date Dec 27, 2013
Print name Khaled A. Tawansy, M. D.
Address 7447 N. Figueroa St., Suite 200 City Los Angeles State CA Zip 90041
Telephone _____ Fax _____ E-mail _____

Seller _____
By _____ Date _____
Print name _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Notice Address, If Different

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

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

Buyer's Initials: (J) ()

Seller's Initials: (CT) ()

CPA REVISED 4/13 (PAGE 9 OF 10)

Reviewed by _____ Date _____

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 9 OF 10)

Tawansy/Sohal



Property Address: Long Beach,

Date: December 27, 2013

REAL ESTATE BROKERS:

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

Real Estate Broker (Selling Firm) None BRE Lic. # _____By _____ BRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) None BRE Lic. # _____By _____ BRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (a deposit in the amount of \$ _____), counter offer(s) numbered _____ and Other _____, and agrees to act as Escrow Holder subject to paragraph 32 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions, if any.

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

Escrow Holder _____ Escrow # _____ Date _____

By _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder is licensed by the California Department of Corporations, Insurance, Real Estate. License # _____

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

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

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REAL ESTATE BUSINESS SERVICES, INC.,
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 525 South Virgil Avenue, Los Angeles, California 90020

CPA REVISED 4/13 (PAGE 10 OF 10)

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 10 OF 10)

Reviewed by _____ Date _____



Tawansy/Sohal

EXHIBIT D

EXHIBIT D

Del Toro Loan Servicing, Inc
2434 Southport Way, Suite F
National City, CA 91950
(619) 474-5400

(B)

06/23/2014

Only Escrow Inc.
22156 Sherman Way, Ste. D1
Canoga Park, CA 91303
Escrow No. 14-4656

Borrower: Khaled A. Tawansy
7447 N. Figueroa St., #200
Los Angeles, CA 90041

Loan Number: 12-3355 Subject Property: 3200 Long Beach Blvd., Long Beach CA 90807

BENEFICIARY'S DEMAND FOR PAYOFF

You are authorized to use the following amounts to payoff the above-mentioned loan. All necessary legal documents will be forwarded to the trustee for full reconveyance upon receipt of payment in full.

Payoff Date	06/23/2014
Maturity Date	03/31/2014
Next Payment Due	10/01/2013
Interest Rate	0.500%
Interest Paid-To Date	09/01/2013
Principal Balance	\$1,200,000.00
Accrued Principal Payments Oct 2013 thru June 2014	\$36,000.00
Accrued Interest From 09/01/2013 Thru 08/10/2014	\$00,470.71
Unpaid Late Charges	\$2,800.00
Accrued Late Charges	\$6,760.00
Unpaid Charges *For additional details see itemization attached	\$100.00
Prepayment Penalty	\$0.00
Other Fees *For additional details see itemization attached	\$205.00
(Tawansy delivers a signature note for \$30,500, payable in a year no interest)	(\$30,500.00)
Payoff Amount	\$1,276,021.71

We reserve the right to amend this demand should any changes occur that would increase the total amount for payoff. Please note that this demand expires on 06/23/2014, at which time you are instructed to contact this office for additional instructions (DEMAND FORWARDING FEES ARE DUE EVEN UPON CANCELLATION OF YOUR ESCROW).

Please wire funds to Del Toro Loan Servicing, Inc (Wiring Instructions are attached.)

Del Toro Loan Servicing
619-474-5400
877-826-7834

ITEMIZATION OF UNPAID CHARGES

Date	Description	Interest Rate	Unpaid Balance	Accrued Interest	Total Due
02/20/2014	Demand Fee	0.000%	\$30.00	\$0.00	\$30.00
02/28/2014	Account Update Fee	0.000%	\$25.00	\$0.00	\$25.00
04/10/2014	Demand Rush Fee	0.000%	\$75.00	\$0.00	\$75.00
04/10/2014	Demand Fee	0.000%	\$30.00	\$0.00	\$30.00
05/21/2014	Updated Demand Fee	0.000%	\$30.00	\$0.00	\$30.00
				Total	\$180.00

ITEMIZATION OF OTHER FEES

Description	Amount
Demand Fee	\$30.00
Reconveyance Fee	\$45.00
Forwarding / Processing Fee	\$100.00
Wiring Fee	\$20.00
Total	\$205.00

EXHIBIT E

EXHIBIT E

This page is part of your document - DO NOT DISCARD

20140650481



Pages:
0003

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

06/24/14 AT 08:00AM

FEES:	45.00
TAXES:	1,595.00
OTHER:	0.00
PAID:	1,640.00

PCOR SURCHARGE \$20.00



LEADSHEET



201406240140018

00009322784



006257259

SEQ:
02

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T52

RECORDING REQUESTED BY:
Pacific Coast Title Company

WHEN RECORDED MAIL TO:
Jennifer Sohal, As Managing
Member
3200 North Long Beach Blvd
Long BEACH Ca 90807

06/24/2014

"20140650481"

TITLE ORDER NO. 98811579

ASSESSOR'S PARCEL NO. 7207-001-030

ESCROW NO.: 14-4656

7207-001-033
7207-001-034

GRANT DEED

The undersigned Grantor(s) declare(s):

Documentary transfer tax is \$ 1,595.00
CITY TAX IS \$0.00
(x) computed on full value of property
conveyed, OR
() computed on the full value less liens or
encumbrances remaining at the time of sale

43

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged:
Khaled A. Tawansy, M. D., a single man

hereby GRANT(S) to JK PER ANGUSTA AD FELICITAS LLC, *A California Limited Liability Company*

The following real property in the City of Long Beach Ca 90807, County of Los Angeles, State of California.

described as: See Attached, Exhibit 'A', made a part hereof

More commonly known as: 3200 North Long Beach Blvd, Long Beach Ca 90807

Date: January 2 2014

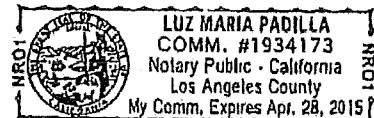
Khaled A. Tawansy, M.D.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On June 17, 2014 before me,
Luz Maria Padilla, a notary public, Personally
appeared Khaled A. Tawansy

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 Luz Maria Padilla

(This area for official notarial seal)

PRELIMINARY REPORT
YOUR REFERENCE: 141656

Pacific Coast Title Company
ORDER NO.: 98811579-88

3

LEGAL DESCRIPTION

EXHIBIT "A"

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

PARCEL 1:

LOTS 17, 18 AND 19 IN BLOCK "A" OF TRACT 2901, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36 PAGE(S) 63 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE WESTERLY HALF OF THAT CERTAIN ALLEY, 20 FEET WIDE, AS SHOWN AND DEDICATED UPON THE MAP OF SAID TRACT NO. 2901, WHICH ADJOINS SAID LOTS ON THE EAST, VACATED BY RESOLUTION NO. C-22311 OF THE CITY COUNCIL OF SAID CITY, A COPY OF WHICH WAS RECORDED AUGUST 1, 1977 AS INSTRUMENT NO. 77-833919, BOUNDED NORTHERLY BY THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 17, AND BOUNDED SOUTHERLY BY THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 19.

EXCEPT THEREFROM ALL OIL, MINERALS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE, WITHOUT HOWEVER, THE RIGHT TO USE ANY PART OF THE SURFACE THEREOF, AS EXCEPTED AND RESERVED IN VARIOUS DEEDS RECORDED JULY 17, 1964.

PARCEL 2:

LOTS 36, 37 AND 38 IN BLOCK "A" OF TRACT 2901, AS PER MAP RECORDED IN BOOK 36, PAGE 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE EASTERLY HALF OF THAT CERTAIN ALLEY, 20 FEET WIDE, AS SHOWN AND DEDICATED UPON THE MAP OF SAID TRACT 2901, WHICH ADJOINS SAID LOTS ON THE WEST, VACATED BY RESOLUTION NO. C-2231 OF THE CITY COUNCIL OF SAID CITY, A COPY OF WHICH RECORDED AUGUST 1, 1977 AS INSTRUMENT NO. 77-833919, BOUNDED NORTHERLY BY THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 36, AND BOUNDED SOUTHERLY BY THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 38.

CONFORMED COPY
ORIGINAL FILED
Superior Court Of California
County Of Los Angeles

Reserved for Clerk's File Stamp

SEP 09 2016

Sherri R. Carter, Executive Officer/Clerk
By M. Pettis, Deputy
M. Pettis

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:	Governor George Deukmejian Courthouse 275 Magnolia Long Beach, CA 90802	
PLAINTIFF:		
DEFENDANT:		
ORDER TO SHOW CAUSE HEARING		CASE NUMBER NC 060799

To party/ attorney of record:

You are ordered to appear for an Order to Show Cause Hearing on:

Date: <u>11/23/16</u>	Time: <u>8:30A</u>	Dept.: <u>27</u>	Address: Governor George Deukmejian Courthouse 275 Magnolia Long Beach, CA 90802
-----------------------	--------------------	------------------	--

and show cause why sanctions should not be imposed for:

- Failure to file:
- Proof of Service of Petition Summons and Complaint Cross-Complaint pursuant to California Rules of Court, rule 3.110(b) and (c) as to: _____.
- Request for Entry of Default pursuant to California Rules of Court, rule 3.110(g) as to: _____.
- Request for Entry of Default Judgment pursuant to California Rules of Court:
 rule 3.110(h) rule 3.740(f) as to: _____.
- Request to Set Case for Trial-Unlawful Detainer.
- Case Management Statement pursuant to California Rules of Court, rules 3.720-3.730.
- Request for Dismissal
- as to remaining defendants
 as to cross-complaint
 pursuant to settlement agreement
 other _____.
- Judgment pursuant to court order.
- (Other) _____.
- Failure to appear as ordered on _____ regarding _____.
- Failure to file any and all papers/documents necessary to bring the matter to trial or effect a final disposition as to all issues and parties to the action.
- (Other) _____.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		CONFORMED COPY ORIGINAL FILED Superior Court Of California Reserved for Clerks And Clerks
COURTHOUSE ADDRESS:	Governor George Deukmejian Courthouse 275 Magnolia	
PLAINTIFF:	Long Beach, CA 90802	
DEFENDANT:		
NOTICE OF CASE MANAGEMENT CONFERENCE		CASE NUMBER N C 0 6 0 7 9 9

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled at the courthouse address shown above on:

Date: <u>7/16/17</u>	Time: 8:30	Dept.: 27
----------------------	------------	-----------

NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, § 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions, pursuant to LASC Local Rule 3.37, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code section 68608, subdivision (b), and California Rules of Court, rule 2.2 et seq.

Dated: 9/9/14 Judge Ross M. Klein

Judicial Officer

CERTIFICATE OF SERVICE

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

- by depositing in the United States mail at the courthouse in Long Beach, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.
- by personally giving the party notice upon filing of the complaint.

Dated: 9/9/14 SHERRI R. CARTER, Executive/Officer Clerk

By _____
Deputy Clerk 

NOTICE OF CASE MANAGEMENT CONFERENCE

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE**

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below.

N C 060799

Given to the Plaintiff/Cross-Complainant/Attorney of Record on 10/15/2015 by SHERRI R. CARTER, Executive Officer/Clerk

By _____, Deputy Clerk

LACIV 190 (Rev. 09/13)

LASC Approved 05-06
For Optional Use

**NOTICE OF CASE ASSIGNMENT —
UNLIMITED CIVIL CASE**

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Three Rules were effective January 1, 2013. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Three Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served and proof of service shall be filed within 60 days after the filing of the complaint.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Seven Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Seven Rules. Such sanctions may be on a party or appropriate on counsel for the party.

This is not a complete delineation of the Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

***Class Actions**

All class actions are initially assigned to Judge Victoria Chaney in Department 324 of the Central Civil West courthouse (600 S. Commonwealth Ave., Los Angeles 90005). This assignment is for pretrial purposes and for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the class action case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

EXHIBIT "E"

Properties for Sale

1 3200 Long Beach Boulevard, Long Beach, CA 90807



Property Details

Price	\$2,950,000
Building Size	14,866 SF
Lot Size	46,040 SF
Price/SF	\$198.44 /SF
Property Type	Office
Property Sub-type	Medical Office
Property Use Type	Vacant/Owner-User
Commission Split	
Occupancy	0%
No. Stories	1
Building Class	B
Year Built	1967
Parking Ratio	4.91 / 1,000 SF
Status	Active

Broker Information

Jessica Kelley
Marcus & Millichap
(818) 212-2776

Property Notes

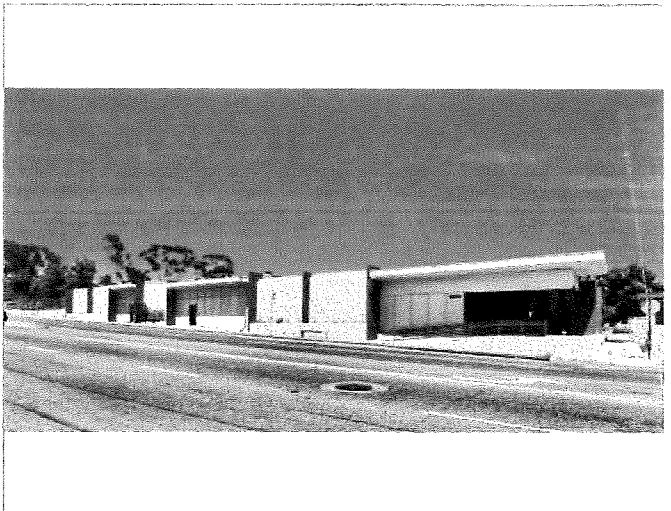
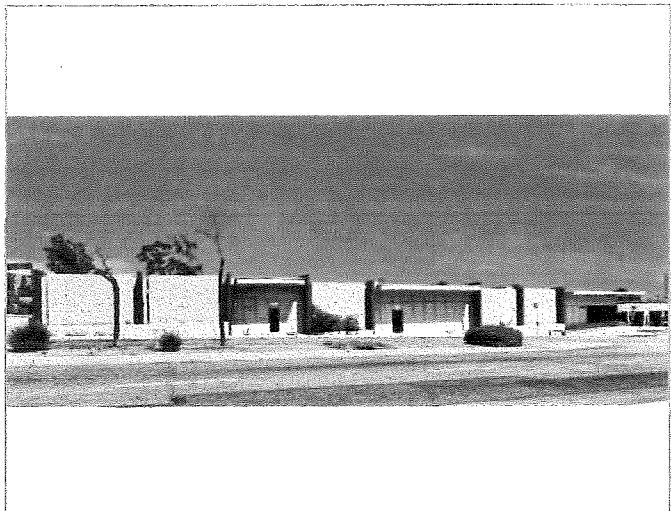
Property Description

Marcus & Millichap is pleased to present 3200 Long Beach Blvd in Long Beach, CA, an approximate 14,866 square foot Free Standing Medical Office Building situated on three parcels of land totaling 46,040 square feet. The building is demised into three separate suites each of which is separately metered for electricity (Suite 3200 = 5,689 SF / Suite 3210 = 4,375 SF / Suite 3220 = 4,802 SF). Suite 3200 and 3210 have been recently remodeled and offer extensive medical build-out with multiple exam rooms, nursing stations, an x-ray room, administrative offices and lab space throughout. Suite 3220 is in raw condition and needs a complete renovation. Renovation costs have been estimated at \$200,000. This a great opportunity for an Investor or an Owner/User to acquire a well located Medical Office Building in Long Beach. The property is well suited for one to three occupants providing flexibility to either an Investor or an Owner/user. SBA financing is available with as low as 10% down. The effective cost to occupy 62% of the building is \$1.25 MG, almost 30% below market rent for comparable space!

Location Description

The property benefits from 73 surface parking spaces (4.91 / 1,000 parking ratio) which allows for a multitude of office and medical uses. The property is ideally located just south of the San Diego 405 Freeway and is less than 1 mile north of Long Beach Memorial Hospital. The building is also within close proximity of the 710 Freeway, Long Beach Airport, Ports of Los Angeles and Long Beach and an array of retail & restaurants amenities.

Photos





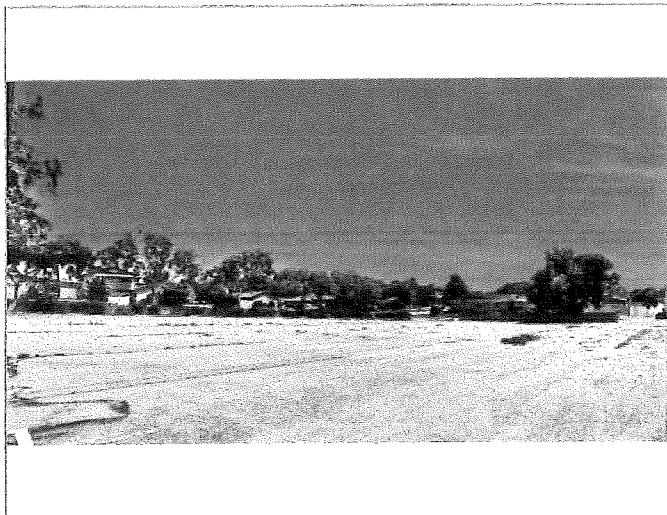
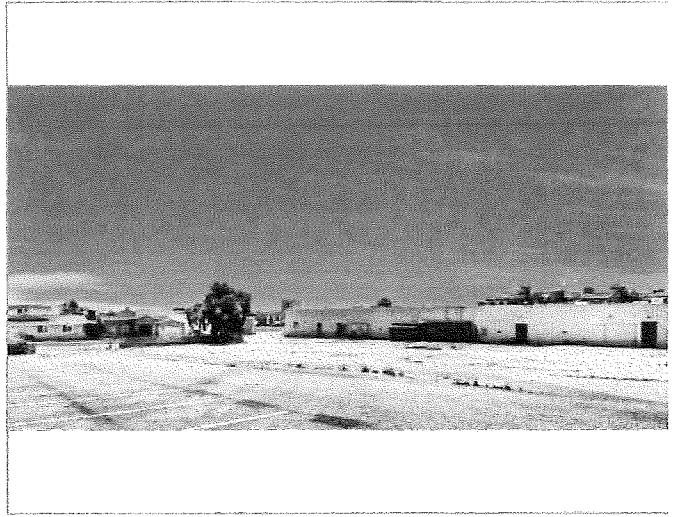


EXHIBIT "F"

Marcus & Millichap

Real Estate Investment Services

16830 Ventura Blvd.
Suite 100
Encino, CA 91436
Tel: 818 212 2725
Fax: 818 212 2700

May 27, 2016

PERSONAL AND CONFIDENTIAL

Shaun McCullough
Jeff Coburn
5000 East Spring Street, Suite 600
Long Beach, CA 90815

RE: Purchase of 3200 Long Beach Blvd., Long Beach, CA 90807

Dear Shaun & Jeff,

On behalf of JK Per Angusta AD Felicitas, LLC ("Seller") this non-binding letter of intent ("Letter") sets forth their counter offer to 2H Property 3060, LLC and/or assignee(s) ("Buyer") in acquiring the subject Property subject to the general business terms and conditions described below:

Principle Terms and Conditions

- Buyer: 2H Property 3060, LLC and/or assignee(s)
- Seller: JK Per Angusta AD Felicitas, LLC
- Property: 3200 Long Beach Blvd., Long Beach, CA 90807
APN# 7207-001-030, 7207-001-033, 7207-001-034
- Purchase Price: Two Million Six Hundred and Fifty Thousand (\$2,650,000)
- Deposit: Eighty-Five Thousand Five Hundred (\$85,500) deposit upon execution of definitive agreement by Seller and Buyer. At closing, the Deposit shall be applied toward the Purchase Price. Deposit shall become non-refundable upon removal off all Contingencies.
- Financing: The Purchase and Sale Agreement shall provide Buyer Forty-Five (45) Calendar Days from the date a definitive purchase agreement is executed by Seller and Buyer to secure financing acceptable to the Buyer ("Financing Period"). If on or before the end of the 45 Days, the buyer has not notified the seller in writing the buyer is waiving this Financing Period contingency, then the Purchase and Sale Agreement shall terminate, the deposit along with any accrued interest shall be returned to the Buyer, and neither party shall have any further obligations to the other party with respect to the property.

? *w/bz*

Due Diligence:	NO PHYSICAL CONTINGENCY
Escrow:	The parties will open escrow within Three (3) Business days of execution of the definitive Purchase and Sale Agreement at <u>Chartwell Escrow - Jill Feinberg</u> . Escrow fees shall be split evenly between Buyer and Seller. Escrow shall close within Fifteen (15) Calendar Days from the removal of all contingencies
Title Company:	North American Title- Tony Behrens]
Contract:	Upon the mutual execution of this Letter, Seller will provide Buyer with a purchase and sale contract. Seller shall deliver this contract to Buyer within Three (3) Business days from the execution of this Letter. Upon delivery of said PSA from Seller to Buyer, both parties shall negotiate such PSA in good faith with the understanding that it is to be executed by both parties within Three (3) Business days from the date the draft PSA is delivered to Buyer ("Effective Date").
Confidentiality:	Seller, Buyer, and their agents shall maintain the confidentiality of the parties, terms, and conditions of this letter and the negotiations that may follow, if any, from this date forth.
Commission:	Brokerage commission shall be the sole responsibility of the seller.
Acceptance:	Prior to the acceptance of an offer, Seller requires Buyer to show proof of funds or pre-qualification letter from lender.

The above items are the general business terms and conditions to be covered in the Purchase and Sale Agreement, which would be submitted to the Buyer. Additional remaining terms of the Purchase and Sale Agreement will be negotiated and must be acceptable to both Buyer and Seller.

This Letter is not intended to be a binding contract.

This letter of Intent to Purchase is a proposal only and is not an offer to purchase the subject Property by you or any other related party. Any agreement reached as to any or all of the provisions of this Letter shall not be binding upon Seller or Buyer and any purported acceptance of the provisions of this Letter does not constitute a binding contract. Only a fully executed and delivered, definitive Purchase and Sale Agreement containing terms and conditions mutually acceptable to Buyer and Seller in their sole and absolute discretion, shall obligate either party. Both parties acknowledge that further negotiations may be required in order to prepare a Purchase and Sale Agreement.

If this Letter accurately reflects the general business terms and conditions which may form the basis of a separate written agreement, please confirm in writing no later than 5pm PST on Wednesday, June 1st, 2016. This Letter supersedes letters, if any submitted at earlier dates and any and all other communications or discussions whether oral, in writing, or on electronic format.

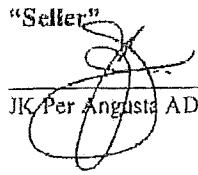
Sincerely,

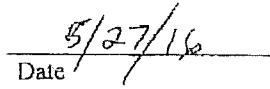
Marcus & Millichap

Ryan Rothstein-Serling
Associate
License: CA: 01920619

AGREED AND APPROVED:

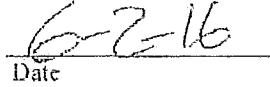
"Seller"


JIC Per Angusta AD Felicitas, LLC


Date

"Buyer"


2H Property 3060, LLC


Date

Marcus & Millichap
Real Estate Investment Services

16830 Ventura Blvd.
Suite 100
Encino, CA 91436
Tel: 818 212 2725
Fax: 818 212 2700

May 27, 2016

PERSONAL AND CONFIDENTIAL

Shaun McCullough
Jeff Coburn
5000 East Spring Street, Suite 600
Long Beach, CA 90815

RE: Purchase of 3200 Long Beach Blvd., Long Beach, CA 90807

Dear Shaun & Jeff,

On behalf of JK Per Angusta AD Felicitas, LLC ("Seller") this non-binding letter of intent ("Letter") sets forth their counter offer to 2H Property 3060, LLC and/or assignee(s) ("Buyer") in acquiring the subject Property subject to the general business terms and conditions described below:

Principle Terms and Conditions

Buyer:	2H Property 3060, LLC and/or assignee(s)
Seller:	JK Per Angusta AD Felicitas, LLC
Property:	3200 Long Beach Blvd., Long Beach, CA 90807 APN# 7207-001-030, 7207-001-033, 7207-001-034
Purchase Price:	<u>Two Million Six Hundred and Fifty Thousand (\$2,650,000)</u>
Deposit:	<u>Eighty-Five Thousand Five Hundred (\$85,500)</u> deposit upon execution of definitive agreement by Seller and Buyer. At closing, the Deposit shall be applied toward the Purchase Price. Deposit shall become non-refundable upon removal off all Contingencies.
Financing:	The Purchase and Sale Agreement shall provide Buyer Forty-Five (45) Calendar Days from the date a definitive purchase agreement is executed by Seller and Buyer to secure financing acceptable to the Buyer ("Financing Period"). If on or before the end of the 45 Days, the buyer has not notified the seller in writing the buyer is waiving this Financing Period contingency, then the Purchase and Sale Agreement shall terminate, the deposit along with any accrued interest shall be returned to the Buyer, and neither party shall have any further obligations to the other party with respect to the property.

7
WHR

Due Diligence: **NO PHYSICAL CONTINGENCY**

Escrow: The parties will open escrow within **Three (3) Business days** of execution of the definitive Purchase and Sale Agreement at ~~Chartwell Escrow - Jim Feinberg~~. Escrow fees shall be split evenly between Buyer and Seller. Escrow shall close within **Fifteen (15) Calendar Days from the removal of all contingencies**

*WEST COAST ESCROW,
SEDOY*

Title Company: North American Title- Tony Behrens

Contract: Upon the mutual execution of this Letter, Seller will provide Buyer with a purchase and sale contract. Seller shall deliver this contract to Buyer within **Three (3) Business days** from the execution of this Letter. Upon delivery of said PSA from Seller to Buyer, both parties shall negotiate such PSA in good faith with the understanding that it is to be executed by both parties within **Three (3) Business days** from the date the draft PSA is delivered to Buyer ("Effective Date").

Confidentiality: Seller, Buyer, and their agents shall maintain the confidentiality of the parties, terms, and conditions of this letter and the negotiations that may follow, if any, from this date forth.

Commission: Brokerage commission shall be the sole responsibility of the seller. *TO BE SPLIT 50/50 BETWEEN BROKERS*

Acceptance: Prior to the acceptance of an offer, Seller requires Buyer to show proof of funds or pre-qualification letter from lender.

SEA

The above items are the general business terms and conditions to be covered in the Purchase and Sale Agreement, which would be submitted to the Buyer. Additional remaining terms of the Purchase and Sale Agreement will be negotiated and must be acceptable to both Buyer and Seller.

This Letter is not intended to be a binding contract.

This letter of Intent to Purchase is a proposal only and is not an offer to purchase the subject Property by you or any other related party. Any agreement reached as to any or all of the provisions of this Letter shall not be binding upon Seller or Buyer and any purported acceptance of the provisions of this Letter does not constitute a binding contract. Only a fully executed and delivered, definitive Purchase and Sale Agreement containing terms and conditions mutually acceptable to Buyer and Seller in their sole and absolute discretion, shall obligate either party. Both parties acknowledge that further negotiations may be required in order to prepare a Purchase and Sale Agreement.

If this Letter accurately reflects the general business terms and conditions which may form the basis of a separate written agreement, please confirm in writing no later than 5pm PST on Wednesday, June 1st, 2016. This Letter supersedes letters, if any submitted at earlier dates and any and all other communications or discussions whether oral, in writing, or on electronic format.

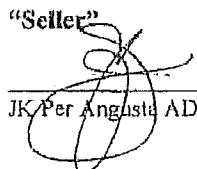
Sincerely,

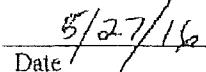
Marcus & Millichap

Ryan Rothstein-Serling
Associate
License: CA: 01920619

AGREED AND APPROVED:

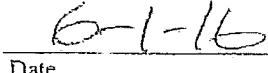
"Seller"


JK Per Angusta AD Felicitas, LLC


Date 5/27/16

"Buyer"


2H Property 3060, LLC


Date 6-1-16

Marcus & Millichap
Real Estate Investment Services

16830 Ventura Blvd.
Suite 100
Encino, CA 91436
Tel: 818 212 2725
Fax: 818 212 2700

May 27, 2016

PERSONAL AND CONFIDENTIAL

Shaun McCullough
Jeff Coburn
5000 East Spring Street, Suite 600
Long Beach, CA 90815

RE: Purchase of 3200 Long Beach Blvd., Long Beach, CA 90807

Dear Shaun & Jeff,

On behalf of JK Per Angusta AD Felicitas, LLC ("Seller") this non-binding letter of intent ("Letter") sets forth their counter offer to 2H Property 3060, LLC and/or assignee(s) ("Buyer") in acquiring the subject Property subject to the general business terms and conditions described below:

Principle Terms and Conditions

Buyer: 2H Property 3060, LLC and/or assignee(s)

Seller: JK Per Angusta AD Felicitas, LLC

Property: 3200 Long Beach Blvd., Long Beach, CA 90807
APN# 7207-001-030, 7207-001-033, 7207-001-034

Purchase Price: **Two Million Six Hundred and Fifty Thousand (\$2,650,000)**

Deposit: **Eighty-Five Thousand Five Hundred (\$85,500)** deposit upon execution of definitive agreement by Seller and Buyer. At closing, the Deposit shall be applied toward the Purchase Price. Deposit shall become non-refundable upon removal off all Contingencies.

Financing: The Purchase and Sale Agreement shall provide Buyer Forty-Five (45) Calendar Days from the date a definitive purchase agreement is executed by Seller and Buyer to secure financing acceptable to the Buyer ("Financing Period"). If on or before the end of the 45 Days, the buyer has not notified the seller in writing the buyer is waiving this Financing Period contingency, then the Purchase and Sale Agreement shall terminate, the deposit along with any accrued interest shall be returned to the Buyer, and neither party shall have any further obligations to the other party with respect to the property.

Due Diligence:	NO PHYSICAL CONTINGENCY
Escrow:	The parties will open escrow within Three (3) Business days of execution of the definitive Purchase and Sale Agreement at Chartwell Escrow - Jill Feinberg . Escrow fees shall be split evenly between Buyer and Seller. Escrow shall close within Fifteen (15) Calendar Days from the removal of all contingencies
Title Company:	North American Title- Tony Behrens
Contract:	Upon the mutual execution of this Letter, Seller will provide Buyer with a purchase and sale contract. Seller shall deliver this contract to Buyer within Three (3) Business days from the execution of this Letter. Upon delivery of said PSA from Seller to Buyer, both parties shall negotiate such PSA in good faith with the understanding that it is to be executed by both parties within Three (3) Business days from the date the draft PSA is delivered to Buyer ("Effective Date").
Confidentiality:	Seller, Buyer, and their agents shall maintain the confidentiality of the parties, terms, and conditions of this letter and the negotiations that may follow, if any, from this date forth.
Commission:	Brokerage commission shall be the sole responsibility of the seller.
Acceptance:	Prior to the acceptance of an offer, Seller requires Buyer to show proof of funds or pre-qualification letter from lender.

The above items are the general business terms and conditions to be covered in the Purchase and Sale Agreement, which would be submitted to the Buyer. Additional remaining terms of the Purchase and Sale Agreement will be negotiated and must be acceptable to both Buyer and Seller.

This Letter is not intended to be a binding contract.

This letter of Intent to Purchase is a proposal only and is not an offer to purchase the subject Property by you or any other related party. Any agreement reached as to any or all of the provisions of this Letter shall not be binding upon Seller or Buyer and any purported acceptance of the provisions of this Letter does not constitute a binding contract. Only a fully executed and delivered, definitive Purchase and Sale Agreement containing terms and conditions mutually acceptable to Buyer and Seller in their sole and absolute discretion, shall obligate either party. Both parties acknowledge that further negotiations may be required in order to prepare a Purchase and Sale Agreement.

If this Letter accurately reflects the general business terms and conditions which may form the basis of a separate written agreement, please confirm in writing no later than 5pm PST on Wednesday, June 1st, 2016. This Letter supersedes letters, if any submitted at earlier dates and any and all other communications or discussions whether oral, in writing, or on electronic format.

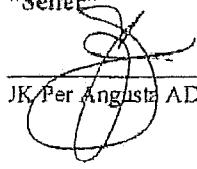
Sincerely,

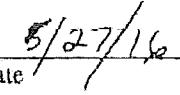
Marcus & Millichap

Ryan Rothstein-Serling
Associate
License: CA: 01920619

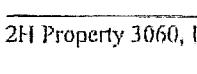
AGREED AND APPROVED:

"Seller"

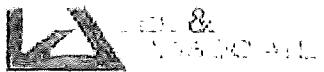

JK Per Angusta AD Felicitas, LLC


Date

"Buyer"


2H Property 3060, LLC


Date



LAW OFFICES OF
LEE & ASSOCIATES

May 27, 2016

Ryan Rothstein-Serling
Marcus & Millichap

sent via email to: ryan.serling@marcusmillichap.com

RE: Counter Offer to Purchase – 3200 Long Beach Blvd, Long Beach, CA (the “Property”)

Dear Ryan:

Thank you for your May 25, 2016 Letter of Intent. We have been authorized by 2H Property 3060, LLC (“Buyer”) to submit the following Counter Offer to Purchase the above referenced property:

1. **Buyer:** 2H Property 3060, LLC and/or Assignee.
2. **Property:** 3200 Long Beach Blvd, Long Beach, CA (APN: 7207-001-030, 033 & 034)
Approximately 14,866 square foot commercial building on approximately 46,040 square feet of land.
3. **Purchase Price:** \$2,600,000
4. **Deposit:** Upon execution of a Purchase Agreement and Escrow Instructions (Purchase & Sale Agreement), Buyer shall deposit the sum of \$85,500.00 into escrow. At close of escrow, Buyer’s deposit shall be credited to the purchase price.
5. **Contingency Review & Close of Escrow:** Buyer shall have forty-five (45) days from the execution of the Purchase & Sale Agreement and opening of escrow to receive loan approval, review and approve the condition of the Property, existing leases, financial information, title, environmental conditions and any other matters deemed relevant by Buyer. Escrow shall close on or before fifteen (15) days from the expiration on contingencies.
6. **Escrow & Title:** Escrow to be held by West Coast Escrow and Title to be handled by North American Title – Tony Behrens. Escrow, title, pro-rations, and other closing costs to be handled in accordance with local custom and practice.
7. **Purchase & Sale Agreement:** Upon mutual execution of this Letter of Intent, Buyer will provide Seller with an AIR Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate, consistent with this Letter of Intent.
8. **Real Estate Brokers:** Seller acknowledges that Buyer is represented by Lee & Associates and Seller is represented by Marcus & Millichap and shall be paid a real estate commission at the close of escrow in the amount of 6% of the total purchase price, to be split 50/50 between Buyer and Seller’s agent.

Lee & Associates Los Angeles-Long Beach, Inc. A Member of the Lee & Associates Group of Companies
5000 East Spring Street Suite 600 Long Beach, CA 90815 / Office: 562/354-2500 Fax: 562/354-2501

2H-000099

This proposal will become null and void if not accepted on or before Tuesday, May 31, 2016 at 5:00pm. Lee & Associates is providing the information enclosed in this proposal for the purpose of communicating its interest in purchasing the property at the above referenced location.

The above is merely to outline basic terms under which Buyer and Seller may negotiate Sale. It is not a contract or a purchase agreement, nor is it intended to be binding on either party for any purpose. Until a Purchase & Sale Agreement is fully executed, either party may terminate negotiations at any time, for any reason or no reason at all without liability to the other party.

Please feel free to contact us at (562) 354-2500 with any questions.

Sincerely,
Lee & Associates - Long Beach



Shaun McCullough
Principal

Cc: Jeff Coburn

AGREED and APPROVED:

BUYER:

By _____

Its _____

Dated _____

SELLER:

By _____

Its _____

Dated _____



Marcus & Millichap
Real Estate Investment Services

16830 Ventura Blvd.
Suite 100
Encino, CA 91436
Tel: 818 212 2725
Fax: 818 212 2700

May 25, 2016

PERSONAL AND CONFIDENTIAL

Shaun McCullough
Jeff Coburn
5000 East Spring Street, Suite 600
Long Beach, CA 90815

RE: Purchase of 3200 Long Beach Blvd., Long Beach, CA 90807

Dear Shaun & Jeff,

On behalf of JK Per Angusta AD Felicitas, LLC ("Seller") this non-binding letter of intent ("Letter") sets forth their counter offer to 2H Property 3060, LLC and/or assignee(s) ("Buyer") in acquiring the subject Property subject to the general business terms and conditions described below:

Principle Terms and Conditions

Buyer: 2H Property 3060, LLC and/or assignee(s)

Seller: JK Per Angusta AD Felicitas, LLC

Property: 3200 Long Beach Blvd., Long Beach, CA 90807
APN# 7207-001-030, 7207-001-033, 7207-001-034

Purchase Price: Two Million Eight Hundred and Fifty Thousand
(\$2,850,000)

Deposit: Eighty-Five Thousand Five Hundred (\$85,500) deposit upon execution of definitive agreement by Seller and Buyer. At closing, the Deposit shall be applied toward the Purchase Price. Deposit shall become non-refundable upon removal off all Contingencies.

Financing: NONE – ALL CASH

Due Diligence: For a period of Thirty (30) Calendar days from the date a definitive purchase agreement is executed by Seller and Buyer, Buyer may make a full investigation of the property and conduct their due diligence in a reasonable manner. Seller will cooperate with such investigation. In connection with such investigation, Seller will permit Buyer to conduct a reasonable physical inspection of the property, and will provide Buyer and its Agents access to Seller's records, papers, and documents

including copies of profit and loss statements, architectural and engineering plans, proposed development plans, environmental assessments and rental history related to the property (if available). Seller will permit copies of its records to be obtained by Buyer so long as reasonable accommodations for their safekeeping and return can be arranged.

Escrow: The parties will open escrow within **Three (3) Business days** of execution of the definitive Purchase and Sale Agreement at **Chartwell Escrow - Jill Feinberg**. Escrow fees shall be split evenly between Buyer and Seller. Escrow shall close within **Fifteen (15) Calendar Days from the removal of all contingencies**.

Title Company: **North American Title- Tony Behrens**

Contract: Upon the mutual execution of this Letter, Seller will provide Buyer with a purchase and sale contract. Seller shall deliver this contract to Buyer within **Three (3) Business days** from the execution of this Letter. Upon delivery of said PSA from Seller to Buyer, both parties shall negotiate such PSA in good faith with the understanding that it is to be executed by both parties within **Three (3) Business days** from the date the draft PSA is delivered to Buyer ("Effective Date").

Confidentiality: *Sell th 6/2*
Seller, Buyer, and their agents shall maintain the confidentiality of the parties, terms, and conditions of this letter and the negotiations that may follow, if any, from this date forth.

Commission: Brokerage commission shall be the sole responsibility of the seller.

Acceptance: Prior to the acceptance of an offer, Seller requires Buyer to show proof of funds or pre-qualification letter from lender.

The above items are the general business terms and conditions to be covered in the Purchase and Sale Agreement, which would be submitted to the Buyer. Additional remaining terms of the Purchase and Sale Agreement will be negotiated and must be acceptable to both Buyer and Seller.

This Letter is not intended to be a binding contract.

This letter of Intent to Purchase is a proposal only and is not an offer to purchase the subject Property by you or any other related party. Any agreement reached as to any or all of the provisions of this Letter shall not be binding upon Seller or Buyer and any purported acceptance of the provisions of this Letter does not constitute a binding contract. Only a fully executed and delivered, definitive Purchase and Sale Agreement containing terms and conditions mutually acceptable to Buyer and Seller in their sole and absolute discretion, shall obligate either party. Both parties acknowledge that further negotiations may be required in order to prepare a Purchase and Sale Agreement.

If this Letter accurately reflects the general business terms and conditions which may form the basis of a separate written agreement, please confirm in writing no later than **5pm PST on Monday, May 30th, 2016**. This Letter supersedes letters, if any submitted at earlier dates and any and all other communications or discussions whether oral, in writing, or on electronic format.

Sincerely,

Marcus & Millichap

Ryan Rothstein-Serling

Associate

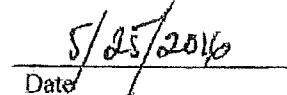
License: CA: 01920619

AGREED AND APPROVED:

"Seller"


JK Per Angusta AD Felicitas, LLC

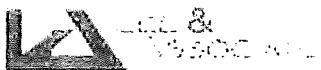
Date


5/25/2016

"Buyer"

2H Property 3060, LLC

Date



LOS ANGELES • LONG BEACH

May 12, 2016

Ryan Rothstein-Serling
Marcus & Millichap

sent via email to: ryan.serling@marcusmillichap.com

RE: Offer to Purchase – 3200 Long Beach Blvd, Long Beach, CA (the “Property”)

Dear Ryan:

We have been authorized by 2H Property 3060, LLC (“Buyer”) to submit the following Offer to Purchase the above referenced property:

1. **Buyer:** 2H Property 3060, LLC and/or Assignee.
2. **Property:** 3200 Long Beach Blvd, Long Beach, CA (APN: 7207-001-030) Approximately 14,866 square foot commercial building on approximately 46,040 square feet of land.
3. **Purchase Price:** \$2,500,000 (+/- \$168 PSF).
} **4. Deposit:** Upon execution of a Purchase Agreement and Escrow Instructions (Purchase & Sale Agreement), Buyer shall deposit the sum of \$50,000.00 into escrow. At close of escrow, Buyer's deposit shall be credited to the purchase price.
5. **Contingency Review & Close of Escrow:** Buyer shall have thirty (30) days from the execution of the Purchase & Sale Agreement and opening of escrow to review and approve the condition of the Property, existing leases, financial information, title, environmental conditions and any other matters deemed relevant by Buyer. Escrow shall close on or before fifteen (15) days from the expiration on contingencies.
6. **Escrow & Title:** Escrow to be held by West Coast Escrow and Title to be handled by Ticor Title. Escrow, title, pro-rations, and other closing costs to be handled in accordance with local custom and practice.
7. **Purchase & Sale Agreement:** Upon mutual execution of this Letter of Intent, Buyer will provide Seller with an AIR Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate, consistent with this Letter of Intent.
8. **Real Estate Brokers:** Seller acknowledges that Buyer is represented by Lee & Associates and Seller is represented by Marcus & Millichap and shall be paid a real estate commission at the close of escrow in the amount of 6% of the total purchase price, to be split 50/50 between Buyer and Seller's agent.

This proposal will become null and void if not accepted on or before Friday, May 13, 2016 at 5:00pm. Lee & Associates is providing the information enclosed in this proposal for the purpose of communicating its interest in purchasing the property at the above referenced location.

The above is merely to outline basic terms under which Buyer and Seller may negotiate Sale. It is not a contract or a purchase agreement, nor is it intended to be binding on either party for any purpose. Until a Purchase & Sale Agreement is fully executed, either party may terminate negotiations at any time, for any reason or no reason at all without liability to the other party.

Please feel free to contact us at (562) 354-2500 with any questions.

Sincerely,
Lee & Associates – Long Beach



Shaun McCullough
Principal

Cc: Jeff Coburn

AGREED and APPROVED:

BUYER:

By _____

Its _____

Dated _____

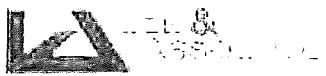
SELLER:

By _____

Its _____

Dated _____





LOS ANGELES • LONG BEACH

May 11, 2016

Ryan Rothstein-Serling
Marcus & Millichap

sent via email to: ryan.serling@marcusmillichap.com

RE: Offer to Purchase – 3200 Long Beach Blvd, Long Beach, CA (the “Property”)

Dear Ryan:

We have been authorized by 2H Property 3060, LLC (“Buyer”) to submit the following Offer to Purchase the above referenced property:

1. **Buyer:** 2H Property 3060, LLC and/or Assignee.
2. **Property:** 3200 Long Beach Blvd, Long Beach, CA (APN: 7207-001-030) Approximately 14,866 square foot commercial building on approximately 46,040 square feet of land.
3. **Purchase Price:** \$2,300,000 (+/- \$155 PSF).]
4. **Deposit:** Upon execution of a Purchase Agreement and Escrow Instructions (Purchase & Sale Agreement), Buyer shall deposit the sum of \$50,000.00 into escrow. At close of escrow, Buyer’s deposit shall be credited to the purchase price.
5. **Contingency Review & Close of Escrow:** Buyer shall have thirty (30) days from the execution of the Purchase & Sale Agreement and opening of escrow to review and approve the condition of the Property, existing leases, financial information, title, environmental conditions and any other matters deemed relevant by Buyer. Escrow shall close on or before fifteen (15) days from the expiration on contingencies.
6. **Escrow & Title:** Escrow to be held by West Coast Escrow and Title to be handled by Ticor Title. Escrow, title, pro-rations, and other closing costs to be handled in accordance with local custom and practice.
7. **Purchase & Sale Agreement:** Upon mutual execution of this Letter of Intent, Buyer will provide Seller with an AIR Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate, consistent with this Letter of Intent.
8. **Real Estate Brokers:** Seller acknowledges that Buyer is represented by Lee & Associates and Seller is represented by Marcus & Millichap and shall be paid a real estate commission at the close of escrow in the amount of 6% of the total purchase price, to be split 50/50 between Buyer and Seller’s agent.

Lee & Associates Los Angeles-Long Beach, Inc. A Member of the Lee & Associates Group of Companies
5000 East Spring Street Suite 600 Long Beach, CA 90815 / Office: 562/354-2500 Fax: 562/354-2501

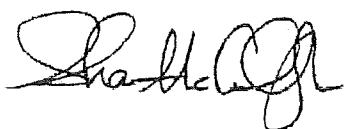
2H-000106

This proposal will become null and void if not accepted on or before Friday, May 13, 2016 at 5:00pm. Lee & Associates is providing the information enclosed in this proposal for the purpose of communicating its interest in purchasing the property at the above referenced location.

The above is merely to outline basic terms under which Buyer and Seller may negotiate Sale. It is not a contract or a purchase agreement, nor is it intended to be binding on either party for any purpose. Until a Purchase & Sale Agreement is fully executed, either party may terminate negotiations at any time, for any reason or no reason at all without liability to the other party.

Please feel free to contact us at (562) 354-2500 with any questions.

Sincerely,
Lee & Associates – Long Beach



Shaun McCullough
Principal

Cc: Jeff Coburn

AGREED and APPROVED:

BUYER:

By _____

Its _____

Dated _____

SELLER:

By _____

Its _____

Dated _____

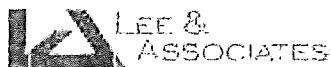


EXHIBIT "G"



3090 Bristol Street, Suite 190
Costa Mesa, California 92626
Office Phone: (949)419-9481
Office Fax: (714)667-0338
Email: randydeanteam@nat.com

Nai Capital Commerical
225 S. Lake Ave, Suite 1170
Pasadena, CA 91101

Attention: Dan Bacani

Your Ref:
Our Order No.: 1416952
Property Address: 3200 Long Beach Blvd.
Long Beach, CA

Preliminary Report Dated as of March 17, 2016 at 7:30 A.M.

In response to the above referenced application for a Policy of Title Insurance,

North American Title Insurance Company

Hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest thereinhereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and limitations on covered risks of said Policy or Policies are set forth in Exhibit A attached. The Policy to be issued may contain an Arbitration Clause. When the amount of insurance is less than that set forth in the Arbitration Clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the Parties. Limitations on covered risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a deductible amount and a maximum dollar limit of liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the office which issued this report.

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

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

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

The form of Policy of title insurance contemplated by this report is: ALTA Standard Owner Policy

Please note that the America First Homeowner's Policy (CLTA/ ALTA Homeowner's Policy) can only be issued on transactions involving individuals as purchasers and residential 1-4 properties. Any indication that the America First Homeowner's Policy (CLTA/ ALTA Homeowner's Policy) will be issued in a transaction that does not meet these criteria is hereby revised to state that the policy contemplated is a Standard Coverage Policy.

Randy Dean, Title Officer

Page 1

Rev. NAT 8/20/13

Order No. 92070-1416952-16

SCHEDULE A

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

Fee simple.

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

JK PER ANGUSTA AD FELICITAS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

3. The Land referred to in this report is situated in the City of Long Beach, County of Los Angeles, State of California, described as follows:

See attached Legal Description

LEGAL DESCRIPTION

Real property in the City of Long Beach, County of Los Angeles, State of California, described as follows:

PARCEL 1:

LOTS 17, 18 AND 19 IN BLOCK "A" OF TRACT NO. 2901, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 36 PAGE 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, TOGETHER WITH THAT PORTION OF THE WESTERLY HALF OF THAT CERTAIN ALLEY, 20 FEET WIDE, AS SHOWN AND DEDICATED UPON THE MAP OF SAID TRACT NO. 2901, WHICH ADJOINS SAID LOTS ON THE EAST, VACATED BY RESOLUTION NO. C-22311 OF THE CITY COUNCIL OF SAID CITY, A COPY OF WHICH WAS RECORDED AUGUST 1, 1977 AS INSTRUMENT NO. 77-833919, BOUNDED NORTHERLY BY THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 17, AND BOUNDED SOUTHERLY BY THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 19.

EXCEPT THEREFROM ALL OIL, MINERALS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT TO USE ANY PART OF THE SURFACE THEREOF.

PARCEL 2:

LOTS 36, 37 AND 38 IN BLOCK "A" OF TRACT NO. 2901, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 36 PAGE 63 OF MAPS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER'S OFFICE, TOGETHER WITH THAT PORTION OF THE EASTERLY HALF OF THAT CERTAIN ALLEY, 20 FEET WIDE, AS SHOWN AND DEDICATED UPON THE MAP OF SAID TRACT NO. 2901 WHICH ADJOINS SAID LOTS ON THE WEST, VACATED BY RESOLUTION NO. C-2231 OF THE CITY COUNCIL OF SAID CITY, A COPY OF WHICH RECORDED AUGUST 1, 1977 AS INSTRUMENT NO. 77-833919, BOUNDED NORTHERLY BY THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 36, AND BOUNDED SOUTHERLY BY THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 38.

APN: **7207-001-030 and 7207-001-033 and 7207-001-034**

SCHEDULE B

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions in the policy form designated on the face page of this report would be as follows:

1. General and special taxes and assessments for the fiscal year 2016-2017, a lien not yet due or payable.

2. General and special taxes and assessments for the fiscal year 2015-2016.

First Installment:	\$6,664.04, PAID
Penalty:	\$666.40
Second Installment:	\$6,664.04, OPEN
Penalty:	\$676.40
Tax Rate Area:	11933
A. P. No.:	7207-001-030

(Affects Parcel 1)

3. General and special taxes and assessments for the fiscal year 2015-2016.

First Installment:	\$1,176.57, PAID
Penalty:	\$117.66
Second Installment:	\$1,176.56, OPEN
Penalty:	\$127.66
Tax Rate Area:	11933
A. P. No.:	7207-001-033

(Affects Lot 36 of Parcel 2)

4. General and special taxes and assessments for the fiscal year 2015-2016.

First Installment:	\$2,370.03, PAID
Penalty:	\$237.00
Second Installment:	\$2,370.02, OPEN
Penalty:	\$247.00
Tax Rate Area:	11933
A. P. No.:	7207-001-034

(Affects Lots 37 & 38 of Parcel 2)

5. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

6. Water rights, claims or title to water, whether or not shown by the public records.

7. An easement for conduits, telephone, electric light and power lines and incidental purposes in the document recorded in Book 6886 of Deeds, Page 175.

8. An easement for conduits, telephone, electric light and power lines and incidental purposes in the document recorded in Book 7063 of Deeds, Page 187.

9. An easement shown or dedicated on the Map as referred to in the legal description
For: Pole line and incidental purposes.

(Affects Westerly 6 feet of Parcel 2)

10. The rights, if any, of a city, public utility or special district to preserve a public easement in alley as the same was vacated by the document recorded August 1, 1977 as Instrument No. 77-833919 of Official Records.
11. The fact that the land lies within the boundaries of the Central Long Beach Redevelopment Project Area, as disclosed by the document recorded March 20, 2001 as Instrument No. 01-0445784 of Official Records.
12. A Deed of Trust to secure an original indebtedness of \$1,475,000.00 recorded June 7, 2012 as Instrument No. 20120849230 of Official Records.

7
Dated: June 1, 2012
Trustor: Khaled A. Tawansy, MD, a single man
Trustee: Chicago Title Company, a California corporation
Beneficiary: Richard S. Warner and Tara J. Warner, Trustees of the Richard J. Warner and Tara J. Warner Family Trust 1993, as the sole and separate property of Richard S. Warner, as to an undivided 56.58% interest; and Caroline Warner Tugel, an unmarried woman, as to an undivided 21.71% interest; and Margaret Kuska, a married woman, as her sole and separate property, as to an undivided 21.71% interest, all as tenants in common

Note: Trust deeds with individual beneficiaries:

To avoid delays at the time of closing, please submit the original note, deed of trust and a properly executed request for reconveyance to this office at least one week before the close of escrow.

Beneficiaries must approve the written demand; any document that needs to be notarized including a substitution of trustee and reconveyance or an authorization to reconvey must be notarized by a NATC approved notary unless waived by senior advisory.

13. A federal tax lien in favor of the United States of America, recorded February 14, 2013 as Instrument No. 20130235202 of Official Records.
✓
Serial No.: 920365513
Debtor: Khaled A. Tawansy
Amount: \$179,992.22, and any other amounts due thereunder.
14. A federal tax lien in favor of the United States of America, recorded August 23, 2013 as Instrument No. 20131240506 of Official Records.
✓
Serial No.: 955515713
Debtor: Khaled A. Tawansy
Amount: \$296,446.37, and any other amounts due thereunder.
15. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Los Angeles County, recorded December 9, 2013, as Instrument No. 20131733247 of Official Records.
Debtor: Tawansy, Khaled MD DBA Children's Retina Institute of California
Year & No.: 2013 & 13309-34974
Amount: \$181.24, and any other amounts due thereunder.

16. A Deed of Trust to secure an original indebtedness of \$725,000.00 recorded June 24, 2014 as Instrument No. 20140650482 of Official Records.
- Dated: June 10, 2014
Trustor: JK Per Angusta AD Felicitas LLC
Trustee: Pacific Enterprise Bank
Beneficiary: Pacific Enterprise Bank
- A document entitled "Assignment of Rents" recorded June 24, 2014 as Instrument No. 20140650483 of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust recorded June 24, 2014 as Instrument No. 20140650482 of Official Records.
17. An unrecorded lease dated May 2, 2014, executed by JK Per Angusta AD Felicitas LLC as lessor and Jennifer Kaur Rodriguez Sohal, M.D., Inc. as lessee, as disclosed by a Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate recorded June 24, 2014 as Instrument No. 20140650484 of Official Records.
- Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.
- A document recorded June 24, 2014 as Instrument No. 20140650484 of Official Records provides that the above document was subordinated to the document recorded June 24, 2014 as Instrument No. 20140650482 of Official Records.
18. A Deed of Trust to secure an original indebtedness of \$598,000.00 recorded June 24, 2014 as Instrument No. 20140650488 of Official Records.
- Dated: May 28, 2014
Trustor: JK Per Angusta AD Felicitas LLC, a California limited liability company
Trustee: Advantage Certified Development Corporation, a California non profit corporation
Beneficiary: Advantage Certified Development Corporation
- According to the public records, the beneficial interest under the deed of trust was assigned to U.S. Small Business Administration by assignment recorded June 24, 2014 as Instrument No. 20140650489 of Official Records.
19. An unrecorded lease dated May 2, 2014, executed by JK Per Angusta AD Felicitas LLC, a California limited liability company as lessor and Jennifer Kaur Rodriguez Sohal, M.D., Inc. as lessee, as disclosed by a Memorandum of Lease recorded June 24, 2014 as Instrument No. 20140650491 of Official Records.
- Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.
20. The terms and provisions contained in the document entitled "Lessor's Consent to Assignment of Lease" recorded June 24, 2014 as Instrument No. 20140650493 of Official Records.
21. The terms and provisions contained in the document entitled Third Party Lender Agreement, executed by and between Pacific Enterprise Bank and Advantage Certified Development Corporation, recorded August 24, 2014, as Instrument No. 20140650494 of Official Records.
22. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

23. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
24. With respect to JK Per Angusta AD Felicitas LLC, a California limited liability company:
 - a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, that a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) be recorded in the public records;
 - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
 - d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, that such document or instrument be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such document must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require

***** END OF REPORT *****

* * * * * N O T E S * * * * *

1. City Transfer Tax: The following City Charged Transfer Tax is in addition to the Normal Transfer Tax. The tax is based on the full value of the transfer without allowance for liens or encumbrances assumed - the fee shown is the fee per thousand dollars of value or fraction thereof. The rates shown are subject to change by city at any time.

CITY	FEE
Culver City	\$ 4.50
Los Angeles	\$ 4.50
Pomona	\$ 2.20
Redondo Beach	\$ 2.20
Santa Monica	\$ 3.00

2. Notice of change in ownership recording procedure

Effective July 1, 1985 pursuant to state law as amended January 1, 2011 (Section 480.3 of the Revenue and Taxation Code), all Deeds and other Documents that reflect a change in ownership must be accompanied by a Preliminary Change of Ownership Report to be completed by the transferee.

If this special report is not presented at the time of recording, an additional recording fee of \$20.00, as required by law, will be charged.

Preliminary Change in Ownership forms, instructions on how to complete them, and a non-exclusive list of documents that are affected by this change, are available from the County Recorder's Office or the Office of the County Assessor.

3. GOOD FUNDS LAW

Under Section 12413.1 of the California Insurance Code, North American Title Company, Inc. may only make funds available for disbursement in accordance with the following rules:

Same day availability. Disbursement on the date of deposit is allowed only when funds are deposited to North American Title Company, Inc. by Cash or Electronic Transfer (Wire). Cash will be accepted only under special circumstances and upon approval by management.

Next business day availability. If funds are deposited to North American Title Company, Inc. by cashier's checks, certified checks or teller's checks, disbursement may be on the next business day following deposit. A "teller's check" is one drawn by an insured financial institution against another insured financial institution (e.g., a savings and loan funding with a check drawn against a FDIC insured bank).

Second business day availability. If the deposit is made by checks other than those described in paragraphs 1 and 2 above, disbursement may occur on the day when funds must be made available to depositors under Federal Reserve Regulation CC. In most cases, these checks will be available on the second business day following deposit. (For further details, consult California Insurance Code Section 12413, et seq. and Regulation CC).

These are the minimum periods before funds will be made available. North American Title Company, Inc. is not obligated to disburse funds at the expiration of the time periods above, and expressly reserves the right to require additional time before disbursing on deposited funds.

Close of escrow and final disbursement will not be made based on deposits in the form of personal checks, corporate checks, credit union checks, money market checks, travelers checks and official checks until confirmation of final clearance of the funds.

North American Title Company will not be responsible for accruals of interest or other charges resulting from compliance with the disbursement restrictions imposed by state law.

4. North American Title Company, Inc.'s charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.
5. Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.
6. The map attached, if any, may or may not be a survey of the land depicted hereon. North American Title Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

NORTH AMERICAN TITLE COMPANY

3090 Bristol Street, Suite 190, Costa Mesa, CA 92626

(800)464-6282

Fax: (714)667-0338 Email: randydeanteam@nat.com

Closing Protection Letters can be ordered directly by emailing cacpl@nat.com with your title order number and property address.

Attention:

Your Ref:

Our Order No.: 92070-1416952-16

LENDERS SUPPLEMENTAL REPORT

Dated as of March 17, 2016 AT 7:30 A.M.

Title Officer: Randy Dean

The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy of Title Insurance:

Our ALTA Loan Policy, when issued, will contain Endorsement Nos. 100 and 116.

There is located on said land a Medical Building

Known as: 3200 Long Beach Blvd.

City of Long Beach

County of Los Angeles

State of California.

According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

A document recorded June 24, 2014 as Instrument No. 20140650481 of Official Records.

From: Khaled A. Tawansy, M.D., a single man

To: JK Per Angusta AD Felicitas LLC, a California limited liability company

Privacy Policy

Effective: November 1, 2015

North American Title Group, Inc. Family of Companies

FACTS	WHAT DOES NORTH AMERICAN TITLE GROUP, INC. FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none">• Social Security number, birthdate, driver's license number and income• Transaction history and payment history• Purchase history and account balances When you are no longer our customer, we continue to share your information as described in this notice.	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons North American Title Group, Inc. Family of Companies (NATG) choose to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does NATG share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Contact Us	Call 1 (888) 444-7766, extension 6585	
Who we are		
Who is providing this notice?	The North American Title Group, Inc. Family of Companies (identified below), which offers title insurance, settlement services, and property and casualty insurance.	

What we do

How does NATG protect your personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does NATG collect your personal information?	In general, you can visit our website on the Internet without disclosing your identity or any information about yourself. Our web servers collect statistical information, such as the number of visitors, returning visitors, country of origin, source of traffic (e.g., Google) and method of access (e.g., mobile), but not the email addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information used to improve the overall content of our website to all visitors. You may choose to provide personal information to us through our website in order to request information, products or services, or to submit a complaint or inquiry. Any information provided via our website will be used only in accordance with the policies outlined here. We collect your personal information, for example, from: <ul style="list-style-type: none"> • Applications, contracts or other forms you complete • Information provided about your transaction by you, by affiliates or others, whether received in writing, in person, by telephone or any other means • Information provided to us by other parties involved in your transaction, such as your lender, mortgage broker, attorney or real estate broker. Such items may include an appraisal, land survey, credit report and account information • Information we receive from a consumer reporting agency or credit bureau
Why can't you limit all sharing?	Federal law gives you the right to limit only: Sharing for affiliates' everyday business purposes – information about your creditworthiness <ul style="list-style-type: none"> • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our behalf, consumer reporting agencies and others.</i> • <i>NATG does not share with nonaffiliates so they can market their goods or service to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. NATG does not jointly market.

The North American Title Group, Inc. Family of Companies consists of the following entities:

North American Title Company

North American Abstract Agency

North American Title Company, Inc.

NASSA, LLC

North American Title Company of Colorado

North American Title, LLC

North American Title Insurance Company

North American Advantage Insurance Services, LLC

North American Services, LLC

North American National Title Solutions, LLC

North American Title Agency, Inc.

CLTA Preliminary Report Form - Exhibit A (06-05-14)

**CLTA STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE**

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

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

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

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

LIMITATIONS ON COVERED RISKS

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

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

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

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

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

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

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

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

EXCEPTIONS FROM COVERAGE

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

[PART I]

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

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

PART II

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

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

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

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

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

EXCEPTIONS FROM COVERAGE

[This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of. The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

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

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

EXCLUSIONS FROM COVERAGE

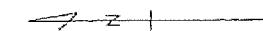
The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

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

6-10-65
JULY 1965
PLAT

7207 | 1 |
SCALE 1" = 100'

FREEWAY APPROACHES



SAN DIEGO

BLVD.

100

LONG BEACH

100

32ND

BLVD.

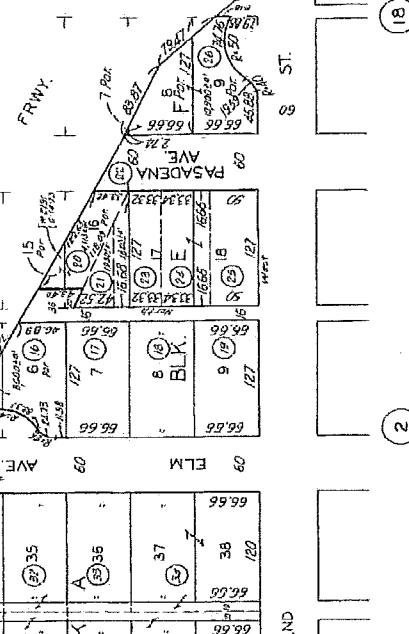
BK.
7204

PEPPER DR

BK.
7148

100

14-20449



FOR PREV. ASSESSMT. SEE:
7144 - 12

TRACT NO. 2901 M. B. 36 - 63

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

CODE
5500

This page is part of your document - DO NOT DISCARD

20140650488



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

06/24/14 AT 08:00AM

Pages:
0017

FEES:	106 .00
TAXES:	0 .00
OTHER:	0 .00
PAID:	106 .00



LEADSHEET



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SEQ:
09

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Pages:
0017

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Recorder's Office, Los Angeles County,
California

06/24/14 AT 08:00AM

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LEADSHEET



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0017

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California

06/24/14 AT 08:00AM

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Pages:
0011

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Recorder's Office, Los Angeles County,
California

06/24/14 AT 08:00AM

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TAXES:	0.00
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SEQ:
05

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FORM

T52

EXHIBIT "H"

SUMMONS
Cross-Complaint
(CITACION JUDICIAL-CONTRADEMANDA)

SUM-110

NOTICE TO CROSS-DEFENDANT:

(AVISO AL CONTRA-DEMANDADO):

JENNIFER SOHOL, an Individual; JK PER ANGUSTA AD FELICITAS LLC, a California Limited Liability Company;
YOU ARE BEING SUED BY CROSS-COMPLAINANT:

(LO ESTÁ DEMANDANDO EL CONTRADEMANDANTE):

KHALED A. TAWANSY, M.D., an Individual,

<small>FOR COURT USE ONLY (SOLO PARA USO DE LA CORTE)</small>
<small>OCT 14 2016</small>
<small>RECEIVED CLERK'S OFFICE, LONG BEACH COURT</small>

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the cross-complainant. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al contrademandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), oeniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

LOS ANGELES SUPERIOR COURT—LONG BEACH
 275 Magnolia
 Long Beach, CA 90802

SHORT NAME OF CASE (from Complaint) (Nombre de Caso):

Tawansy, M.D. v. Sohol

CASE NUMBER: (Número del Caso):

The name, address, and telephone number of cross-complainant's attorney, or cross-complainant without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del contrademandante, o del contrademandante que no tiene abogado, es): Law Firm of Donald E. Karpel 16633 Ventura Boulevard, Suite 735
 Donald E. Karpel, Esq. (SBN: 61678) Encino, California 91436
 Tel: (310) 273-8444/Fax: (323) 720-8852

DATE:
 (Fecha)

Sherri R. Carter OCT 14 2016 Clerk, by
 (Secretario)

, Deputy
 (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons (POS-010).)

NOTICE TO THE PERSON SERVED: You are served

1. as an individual cross-defendant.
2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):

under: CCP 416.10 (corporation)
 CCP 416.20 (defunct corporation)
 CCP 416.40 (association or partnership)

CCP 416.60 (minor)
 CCP 416.70 (conservatee)
 CCP 416.90 (authorized person)

4. other (specify):
4. by personal delivery on (date):

<small>(SEAL)</small>

SUMMONS - CROSS-COMPLAINT

SHORT TITLE: Tawansy v. Sohol	CASE NUMBER NC060799
----------------------------------	-------------------------

INSTRUCTIONS FOR USE

- ✓ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ✓ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff Defendant Cross-Complainant Cross-Defendant

2H PROPERTY 3060, LLC, A California Limited Liability Company;
 2H Construction, Inc., A California Corporation;
 Sean R. Hitchcock;
 Erica Burton;
 ROWS 1 through 20,

Page 2 of 1

Page 1 of 1

ADDITIONAL PARTIES ATTACHMENT

Attachment to Summons Tawansy v. Sohol, et. al.,
 CROSS-COMPLAINT

1 DONALD KARPEL (SBN 61678)
2 ZELNER AND KARPEL
3 16633 Ventura Blvd. Suite 735
4 Encino, CA 91436
5 310-273-8444 (Tel)
6 323-720-8852 (Fax)
dkarpel@deklawfirm.com

001 142016

7 Attorney for Defendant/Cross-Complainant,
8 Khaled A. Tawansy, M.D., an Individual

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES-SOUTH DISTRICT

11 JK PER ANGUSTA AD FELICITAS, LLC, a) Case No. NC060799
12 California Limited Liability)
13 Company)
14 Plaintiff,) CROSS COMPLAINT
15 vs.) Assigned to Honorable Judge
16 MARGARET KUSKA, an Individual;) Ross M. Klein
17 CAROLINE WARNER TUGEL, an) Dept. 27
18 Individual; RICHARD S. WARNER AND) Case Filed September 09, 2016
19 TARA J. WARNDER, Trustees of the)
20 RICHARD S. WARNER AND TRA J. WARNER)
FAMILY TRUST 1993; KHALED A.) CROSS COMPLAINT FOR:
TAWANSY, an Individual AND DOES 1-)
20 INCLUSIVE,) 1) SPECIFIC PERFORMANCE AND TO
Defendants.) QUIET TITLE
KHALED A. TAWANSY, M.D., an) 2) RECLISON AND CANCELLATION OF
Individual,) DEED
Cross Complainant,) 3) FRAUD
Vs.) 4) BREACH OF CONTRACT
JENNIFER SOHOL, an Individual; JK) 5) UNFAIR COMPETITION
PER ANGUSTA AD FELISCITAS) 6) BREACH OF FIDUCIARY DUTY
LLC, a California Limited)
Liability Company; 2H)
PROPERTY 3060 LLC, A California)

CROSS COMPLAINT
KHALED A. TAWANSY, M.D. v. JENNIFER SOHOL-Case No. 61678

Limited Liability Company;
2H Construction, Inc., A
California Corporation; Sean R.
Hitchcock; Ericka Burton; and
Rows 1 Through 20,

Cross Defendants.

CROSS-COMPLINANT, KHALED A. TAWANSY, M.D., an Individual, alleges as follows:

1) This Action concerns the title to the following piece of real estate in the City of Long Beach, located at 3200 N. Long Beach Blvd and described as:

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

PARCEL 1

LOTS 17, 18 AND 19 IN BLOCK "A" OF TRACT 2901, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36 PAGE(S) 83 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE WESTERLY HALD OF THAT CERTAIN ALLEY, 20 FEET SIDE, AS SHOWN AND DEDICATED UPON THE MAP OF SAID TRACT NO. 2901, WHICH ADJOINS SAID LOTS ON THE EAST, VACATED BY RESOLUTION NO. C-22311 OF THE CITY COUNCIL OF SAID CITY, A COPY OF WHICH WAS RECORDED AUGUST 1, 1977 AS INSTRUMENT NO. 77-333919, BOUNDED NORTHELY BY THE EASTERNLY PROLOGNATION OF THE NORTHERLY LINE OF SAID LOT 17, AND BOUNDED SOUTHEPLY BY THE EASTERLY PROLONGATION OF THE SOUTHERNLIN OF SAID LOT 19

PROSECUTORIAL COMPLAINT

KHADEE A. TANAHAY, M.D., M.V. DEPARTMENT OF EDUCATION
vs. SCHOOLS AND TEACHERS IN THE CITY OF MANILA

EXCEPT THEREON ALL OIL MINERALS, AND OTHER HYDROCARBONS SUSTANCES
IN AND UNDER SAID LAND LYING BELOW A DEPTH OF 500 FEET FROM THE
SURFACE, WITHOUT HOWEVER, THE RIGHT TO USE ANY PART OF THE SURFACE
THEREOF, AS EXCEPTED AND RESERVED IN VARIOUS DEEDS RECORDED ON JUNE
17, 1964.

PARCEL 2:

LOTS 36, 27 AND 38 IN BLOCK "A" OF TRACT 2901, AS PER MAP
RECORDED IN BLOCK 36, PAGE 63 OF MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID o SAID COUNTY WITH THAT PORTION OF THE EASTERLY HALF
OF THAT CERTAIN ALIVE, 20 FEET WIDE, AS SHOWN AND DEDICATED UPON THE
MAP OF SAID TRACT 2901, WHICH ADJOINS SAID LOTS ON THE WEST, VACATED
BY RESOLUTION NO. C-22231 OF THE CITY COUNCIL OF SAID CITY, A COPY OF
WHICH RECORDED AUGUST 1, 1977 AS INSTRUMENT NO. 77-333919, BOUNDED
NORTHERY BY THE WESTERLY PROLOGATION OF THE NORTHERLY LINE OF SAID LOT
36, AND BOUNDED SOUTHERLY BY THE WETERLY PROLOGATION OF THE SOUTHERLY
LINE OF SAID LOT 39.

2) Khaled A. Tawansy, referred to herein as Dr. Tawansy is a
doctor licensed doctor in the State of California with a practice
devoted to the Retina, adult and pediatric Vitreo-Retinal Surgery,
Diabetic and Retinal Vascular Surgery Diseases, Retinopathy of
Prematurity and Congenital Anomalies, Retinal Detachment and
Degenerations, Trauma and Surgical Complications, and Inflammatory and
Infectious Diseases.

3) That Dr. Tawansy is a resident of Los Angeles County.

OPC033 COMPLAINT
KHALED A. TAWANSY, M.D. v. JENNIFER PURPLE-CASE NUMBER 19

1
2
3
4) That Dr. Jennifer Kaur Rodriguez Sohol is a licensed doctor in
the State of California.

5) That Dr. Sohol is a resident of Los Angeles County.

6) That JK PER ANGUSTA AD FELICITAS, LLC is a Limited Liability
company organized and existing in the State of California. That JK PER
ANGUSTA AD FELICITAS, LLC was formed on February 11, 2014 as entity
number 20140431053,

7) That Cross Defendant 2H Property 3060 is a California Limited
Liability Company, doing business in the City of Long Beach
California.

8) That Cross Defendant 2H Construction Inc. is a California
corporation doing business in the City of Long Beach California.

9) That Sean R. Hitchcock is a resident of the county of Los
Angeles and does business in Long Beach California.

10) That Erika Burton is a resident of the County of Los Angeles
and does business the City of Long Beach, California.

11) That each of the Roe 1-20 Cross-Defendants were somehow
involved in this transaction and acted as co-conspirators or aiders
and abettors of the acts complained of herein, or as agents of the
other cross-cross defendants. The names of these entities are not now
know. When ascertained this complaint will be amended to include the
names of said Roe 1-20 cross defendants.

1 12) That the parcel of real property at issue herein is unique
2 in that it is located less than two blocks from Long Beach Memorial
3 Hospital and the Millers Children's Institute at Long Beach Memorial.
4 The parcel is unique in that it is the intention of Dr. Tawansy to
5 occupy the property for his medical practice. There is no other parcel
6 of real estate that can accomplish what is needed by Dr. Tawansy. As a
7 result, the parcel of real estate must be reconveyed to him as it is
8 unique.

9
10 13) That Dr. Tawansy and Dr. Schol lived together in Dr.
11 Tawansy's home in Pasadena for many years.

12 14) That Dr. Tawansy and Dr. Schol stopped living together
13 approximately one year ago in 2015, and at the time were engaged to be
14 married.

15 16) That Dr. Schol created JK PER ANGUSTA AD FELICITAS, LLC at
17 the direction of Dr. Tawansy to take title to a property owned by him
18 located at 3200 North Long Beach Boulevard, Long Beach, California
19 that had been owned personally by Doctor Tawansy from approximately
20 June 1, 2012.

21
22 17) That Dr. Tawansy purchased the 3200 N. Long Beach Property by
23 paying approximately \$250,000 down at closing and made payments of
24 about \$260,000 since then for payments on the mortgage, and other
25 costs associated with the property.

26
27 18) That the building has been totally rehabbed inside at to 2/3
28 of the structure into medical offices for Dr. Tawansy. That Dr.

CROSS COMPLAINT
PHILIP A. TAWANSY, M.D., DENTISTEE SCHOL-Pase 10160759

Tawansy has paid for all of the improvements that began in 2015 and are continuing today of approximately \$300,000. That these improvements were paid for by Dr. Tawansy after June of 2011 and are continuing.

18) That in approximately June of 2015 that a \$1,200,000 loan payoff was due to be paid by Dr. Tawansy. Along with some additional fees the amount for the loan payoff was \$1,305,521.71.

19) That due to the relationship with Dr. Tawansy and Dr. Schol, and the then building out of a surgery center for Dr. Tawansy at 125 N. Raymond St. Pasadena California, it was agreed that Dr. Tawansy would deed the property to **JK PER ANGUSTA AD FELICITAS, LLC**, with the understanding that Dr. Tawansy would be the beneficial owner of the 3200 N. Long Beach property and given Dr. Schol's ability to get a loan to pay off the mortgage balance. That Dr. Schol explained that the word Felicitas means a bull eye, that although the property was held in the **JK PER ANGUSTA AD FELICITAS, LLC** name, that in fact Dr. Tawansy still owned the property now as the beneficial and equitable owner of the real estate.

20) That Jennifer Schol told many other people that JK PER ANGUSTA AD FELICITAS, LLC was to allow Dr. Tawansy to continue to own the real estate at 3200 N. Long Beach Blvd. including representations to Dr. Tawansy, to Sandy Tumen, to Bill Maher, Debbie Shampay, Keith Graves, Adriano Flores, Mario Abina, Robert Sepasia, Marty Marcus, and to Gary Lefkowitz, among many others.

21) That at the close of the new mortgage that Dr. Schol got for JK PER ANGUSTA AD FELICITAS, LLC, that Dr. Tawansy paid the closing costs of \$99,412.28. Nothing was paid by Dr. Schol.

22) That on June 17th, 2014 that Dr. Tawansy signed a grant Deed to JK PER ANGUSTA AD FELICITAS, LLC for no consideration, but paid a documentary transfer tax of \$1,595.00 to record the deed.

23) That in setting up JK Per Angusta Ad Feliciatas, LLC, that Dr. Sohol represented that the J stood for her name, Jennifer and that the K stood for Dr. Tawansy's name, Khalid.

24) That in or about June of 2015, Dr. Sohol came to Dr. Tawansy and asked him to sign a one year lease on the property as Dr. Sohol told Dr. Tawansy that the bank that had lend the money on the loan needed to see that it was leased. As Dr. Tawansy was the 100% beneficial owner of the property with Dr. Sohol merely acting as the legal owner on the paperwork, Dr. Tawansy signed the lease as this was the approximate amount of the payments on the building and taxes. Each month, given the close relationship with Dr. Tawansy and Dr. Sohol, Dr. Tawansy would make the payments directly into Dr. Sohol's account at Chase Manhattan bank without having to pay Dr. Sohol.

25) That notwithstanding the agreement that Dr. Sohol would run JK Per Angusta Ad Felistcias, LLC with Dr. Tawansy as the entire 100% owner of the property, she has now claimed that Dr. Tawansy owns no right in the property and has defrauded Dr. Tawansy out of his ownership interest, in his interest as the beneficial owner of the

entire JK Per Angusta AD Felicitas, LLC and of the property to which Dr. Tawansy has invested nearly \$1,000,000.

26) That notwithstanding the agreement and the lack of any equity in purchasing or rehabilitating the property and any lack of any payments made for the purchase, Dr. Sohol has now asked Dr. Tawansy to purchase the 3200 N. Long Beach Blvd. property for \$2,695,000 when in fact the property is owned beneficially by Dr. Tawansy.

27) That notwithstanding the agreement for the placement of only the amounts of money required to pay off the mortgage, Dr. Sohol is now understood took out more loans. She executed a Deed of trust for \$580,000 to Pacific Enterprise Bank dated June 17th 2014. Then Dr. Sohol executed a deed of trust in the amount of \$725,000 to Pacific Enterprise Bank dated June 17th, 2014. Then Dr. Sohol executed a deed of trust dated May 28, 2014 in the amount of \$598,000 in favor of Pacific Enterprise Bank. Then Dr. Sohol executed a Subordination Non Disturbance and Attornment Agreement and Estoppel Certificate for a lease dated May 2, 2015 between JK PEP ANGUSTA AD FELICITAS, LLC and Jennifer Kaur Rodriguez Sohol and Pacific Enterprise Bank of an "unrecorded lease" on the property for 20 years ending on May 2, 2034.

23) That the current title report for the property shows that the property is subject to a lien in the name of Dr. Tawansy to the United States of America for \$179,999.22.

CROSS CORRELATION

KHADEL A., TANAKAWA, M.-I., YU, TSUNETOSHI, SHIBATA, KAZUO, HIRANO, TADAO

1 29) That the current title report of the property shows that the
2 property is subject to a lien in the name of Dr. Tawansy to the United
3 States of America for \$296,444.72.

4 30) That the current title report of the property shows that the
5 property is subject to a lien in favor of the tax collector of the
6 County of Los Angeles in the amount of \$181.24

7 31) That at all times in 2015 and in 2016 Dr. Tawansy represented
8 to Ed Gelfand, an attorney representing Dr. Sohol and JK Per Angusta
9 Ad Felicitas that Dr. Tawansy was the total owner of the 3200 Long
10 Beach property, which was held in the beneficial name of JK Per
11 Angusta Ad Felicitas but which was legally owned by Dr. Tawansy. Dr.
12 Tawansy expressed this to Mr. Gelfand person and in a personal meeting
13 with Mr. Gelfand.

14 32) That in or about 2015, Gary Lefkowitz, the CEO of Dr.
15 Tawansy's businesses told Mr. Gelfand that Dr. Tawansy owns the 3200
16 Long Beach property and that the LLC created by Dr. Sohol was a mere
17 fiction created so that the loan could be repaid and that Dr. Tawansy
18 owns the entire building legally, with JK Per Angusta Ad Felicitas
19 merely owning a beneficial interest and not a legal interest in the
20 property.

21 33) That in or about 2015, Dr. Tawansy expressed to the real
22 estate broker chosen by JK per Angusta Ad Felicitas Marcus and
23 Millichap that Dr. Tawansy actually owns the building and the title in
24

the name of JK Per Angusta Ad Feliditas was merely to protect Dr. Tawansy's investment in the building.

34) That at the time of doing its due diligence on the 3200 Long Beach Property, that 2H Properties 3060 LLC and 2H Construction, Inc. and Sean F. Hanson and Ericka Burton knew of Dr. Tawansy's ownership in JK Per Angusta Felicitas.

35) That 2H Properties, LLC, 2H Construction, Inc. and Sean R. Hanson and Ericka Burton did not ask for a customary estoppel certificate from Dr. Tawansy, who they knew, was the tenant of the property, and in which any willing purchaser would have requested. The lack of asking for the estoppel certificate is evidence that 2H Properties, LLC, 2H Construction, Inc. and Sean R. Hanson and Ericka Burton knew of Dr. Tawansy's claims to the real estate as the actual legal owner of the property.

36) That the brokers in the transaction Marcus and Millichap represented to 2H Properties, LLC, 2H Construction Inc., and to Sean R. Hitchcock and Erica Burton that Dr. Tawansy was the actual owner of the real property.

37) That Ed Gelfand as the attorney for Jennifer Bohol and for JK Per Angusta Ad Felicitas, and acting in concert with Jennifer Bohol did not inform the purchasers that Dr. Tawansy claimed to be the real owner of the property and that the property was deeded into JK Per Angusta Ad Felicitas only for the purposes of legal ownership, whereas the beneficial ownership remained in Dr. Tawansy's name.

OF THE COMPLAINT
KHADRI A. TANAHY, M.D., v. JENNIFER SOARES, DOB 10/16/1986

38) That a review of the matters affecting title would reveal to 2H Property 3060 LLC, to 2H Construction Inc. and to Sean R. Hitchcock and Erica Burton would reveal that there were numerous tax liens in the name of Dr. Tawansy and a new trust deed relating to the reduction of the mortgage on the property.

39) That an actual conspiracy arose to cheat Dr. Tawansy out of his property, by Jennifer Sohol, JK Ad Angusta Felicitas acting with 2H Properties 3060 LLC, 2H Construction Inc., and with Sean P. Hitchcock and Erica Burton to avoid having any communication with Dr. Tawansy which could have revealed his actual ownership interest in and to the 3200 Long Beach property.

40. That this conduct in forming the conspiracy was done to create
an artificial form of a purchase by 2H Property 3060 LLC which was
done to avoid any claims made by Dr. Tawansy as to his actual
ownership interest in the legal title to the property through the JK
PER ANGUSTA AD FELICITAS, LLC entity,

41) That Dr. Tawansy believes Jennifer Sohol or her entity of JK Per Angusta Ad Felicitas or some entity controlled by Jennifer Sohol or Ed Gelfand is the actual owner or a partial owner in the new entity now claiming to own the property at 3200 Long Beach Blvd.

42) That in conducting this fraud, the Defendants and each of them have used the United States Mails, the United State wires, bank accounts and the internet to achieve their nefarious goals of cheating Dr. Tawansy out of his interest in the 3060 Long Beach property.

1 43) That 2H Properties 3060, 2H Construction Inc., Sean P.
2 Hitchcock, and Ericka Burton, knew prior to the close of escrow that
3 there were problems with the close of a sale as tax liens in the
4 amount of \$296,446.81 and a lien of \$179, 9902.22 had been liened by
5 the Internal Revenue Service as and for tax liens for Khaled A.
6 Tawansy. This was detailed in a letter dated June 29, 2016 from
7 Commonwealth Land Title Insurance Company.

8 44) That 2H Property 3060 LLC, 2H Construction Inc., Sean P.
9 Hitchcock and Ericka Burton knew that a loan in the amount of
10 \$1,475,000 sat on the property notwithstanding that it was supposed to
11 have been removed, and the time that JK Per Advantages took legal
12 title to the property with Khaled A. Tawansy remaining the beneficial
13 owner of the property. This was detailed in a letter dated June 29,
14 2016 from Commonwealth Land Title Insurance Company.

15 45) Had 2H Property 3060 LLC, 2H Construction Inc., Sean P.
16 Hitchcock done normal diligence in the purchase of commercial real
17 estate, as that is their business they would have learned that the
18 Master Lease was beneficially owned by Dr. Tawansy, and that the
19 sublease needed for the banks was only for one year until the surgery
20 center could be build out the then having Dr. Tawansy take Jennifer
21 Schol off of the loan and paying the loan off.

22 46) That when JK PER ANGUSTA AD FELICITAS LLC was formed it had
23 as its location, the offices of Dr. Tawansy at 7447 N. Figueras St.
24 Suite 200, Los Angeles, CA 90041, indicating his interest in the JK,

without Dr. Tawansy's consent Jennifer Sohol changed the address to her own address, without the consent of the beneficial owner of property, Dr. Khaled A. Tawansy.

47) That after the close of the deed from Tawansy to JK PER ANGUSTA AD FELICITAS LLC, it was agreed that both Dr. Tawansy and Jennifer Sohol would share the building with both having offices here. However, Jennifer Sohol agreed that she did not want a practice in Long Beach and both Dr. Tawansy and Jennifer Sohol agreed that only Dr. Tawansy would own the building and that Dr. Tawansy would be responsible for to build out the property and that it was agreed between Dr. Tawansy and JK PER ANGUSTA AD FELICITAS LLC he build out of the building, which although in the name of JK PER ANGUSTA AD FELICITAS LLC, it was beneficially owned by Dr. Tawansy. In fact, Dr. Tawansy was responsible for all benefits and burdens of the 3200 Long Beach property, and Jennifer Sohol would not be responsible for the benefits and burdens of the Real Estate other than the mortgage and taxes for which she was repaid by Dr. Tawansy. Jennifer Sohol was totally told about the reduction of the mortgage, but did nothing to assure it was taken off prior the close of escrow. There is no title document requiring Dr. Tawansy to do anything after the close

49) Nevertheless, Dr. Tawansy as the equity and beneficial owner of 3200 Long Beach Boulevard, continued to support the property after the transfer to JK for the real reason was that he owned the property.

49) The Standard sublease agreement had no integration clause.
The parties Dr. Tawansy and Jennifer Sohol both agreed that the
property could not be occupied by anyone until substantial
rehabilitation work had been done. As a result, the property was not
able to be occupied until June of 2016. As a result of the Agreements
between Dr. Tawansy and Dr. Sohol it was agreed that the lease would
commence on the date the building was available for use, and that the
lease would run from July of 2016 for one year. Dr. Tawansy spent over
\$500,000 developing the property which would all be lost if he was
forced to turn over the building to its new owners

50, After the Deed by Dr. Tawansy to the JK PER ANGUSTA AD
FELICITAS LLC, Doctor Tawansy spent over \$500,000 in rehabilitating
the building which includes the following amounts in total detrimental
reliance and based upon the promises made by Jennifer Sohol and of JK
PER ANGUSTA AD FELICITAS LLC.

13 51) A check made payable from Children's Retina Institute to
14 Redesign Group, Inc. in the amount of \$15,996.01

52) A check in the amount of \$8,883.97 from Children's Retina Institute to Jennifer Sohol dated 1/07/2014.

53) A check in the amount of \$10,000. to Jennifer Sohol from
Children's Petina dated 7/10/14-this is approximately the date upon
which both Dr. Sohol and Dr. Tawansy agreed that Dr. Sohol would not
occupy the offices at 3200 Long Beach Blvd and that Dr. Tawansy would
continue to own the property as the sole owner of the property,

ROSS COMPLAINT
PHILIP A. TANAHAY, M.D., V. BENEFITS CLAIM-FAIR NOTICE

1 although legal title was in the name of the JK PER ANGUSTA AD
2 FELICITAS LLC.

3
4 54) A check from Children's Retina Institute to Jennifer Sohol in
5 the amount of \$10,000 dated 8/15/14-well after the close of the
6 escrow. If the sale was a total sale to the JK PER ANGUSTA AD
7 FELICITAS LLC, then Doctor Tawansy would not be paying Jennifer any
8 money and would walked from the deal. As each payment gets maid it is
9 clear that Dr. Tawansy continued to own the property as his own.
10

11 55) A check made from Khaled A Tawansy, M.D., to So Cal Gas
12 Edison in the amount of \$117.26 dated 8-12-14.

13
14 56) A check in the amount of \$3,274 to Cenovo Cuevas for work on
15 the project at 3100 Long Beach Blvd. dated 8/16/14, drawn on the
16 account of Children's Retina Institute.

17
18 57) A check in the amount of \$2,100 to Unique Hardware drawn on
19 Children's Retina Institute dated 9/06/14.

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21 58) A check in the amount of \$10,000 to Jennifer Sohol drawn on
22 Children's Retina Institute dated 10/28/2014.

23
24 59) A check in the amount of \$5,000 to Jennifer Sohol drawn on
25 Children's Retina Institute and dated 12/13/14.

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27 60) A check in the amount of \$5,000 to Jennifer Sohol drawn on
28 Children's Retina Institute dated 12/13/14.

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1 61) A check in the amount of \$20,000 made payable to Jennifer
2 Sohol from Children's Retina Institute dated 1/13/15. Of significant
3 note is the memo on the check stating "Long Beach Property Loan
4 Repayment." If the deed to the JK PER ANGUSTA AD FELICITAS LLC, meant
5 Dr. Tawansy had no interest in the property, then why would he have
6 been making loan payments from the date that the loan was taken out
7 each month until today! It is clear evidence that Dr. Tawansy
8 continued to own the 3200 Long Beach Property as the equitable and
9 beneficial owner of the property.

62) A check make payable to Keith Graves in the amount of
12 \$2,034.12 for roof work, and other work at the property paid for by
13 Shaled A. Tawansy, M.D., dated 1/26/15. It is important that Dr. Schol
14 was there when this work was done but that Dr. Tawansy did pay for
15 this entire issue.

63) A check made payable to Jennifer Sohol in the amount of
13 \$5,000 noting it was for the Long Beach Buildout. Now if Dr. Tawansy
14 had nothing to do with the building, why would he be paying for the
15 build out? This check was made by Children's Fatina Institute and is
16 dated 1/31/15.

64) A check made payable to Jennifer Gohol in the amount of
\$5,000 made payable from Children's Retina Institute dated 2/06/15.
Note on the check says Long Beach.

1 65) A check made payable to Cash for objects dealing with the
2 buildout of Long Beach in the amount of \$1650 dated 2/20/15 and
3 stating 3200 Long Beach Blvd. The check is drawn on Children's Retina
4 Institute.

5
6 66) A check made payable to Jennifer Sohol in the amount of
7 \$10,000 from Children's Retina Institute dated 2/14/15. The note on
8 the check states "Paid \$40k towards TI (Tenant Improvements).
9

10 67) A check made payable to cash in the amount of \$3,200, dated
11 2/14/15 for work done on the buildout of the Long Beach project from
12 Children's Retina Institute.

13 68) A check made payable to Cash in the amount of \$1100 for work
14 done on the build out of the 3200 Long Beach property dated 2/15/14,
15 from the Children's Retina Institute.
16

17 69) A check in the amount of \$2,742.44 in favor of Jay Sanford,
18 Inc. for work done at 3200 Long Beach Blvd drawn on Children's Retina
19 Institute and dated 2/18/15.
20

21 70) A check in the amount of \$7,500 to Jennifer Sohol and to from
22 Children's Retina Institute JK PER ANGUSTA AD FELICITAS LLC, dated
23 2/22/15 stating 3200 Long Beach Blvd.
24

25 71) A check in the amount of \$10,000 to JK Per Angusta Ad
26 Felicitas from Children's Retina Institute dated 2/14/15 with a note
27 on it "Paid 40K toward TI" (Tenant Improvements)
28

CROSS COMPLAINT
PHASEO A. TAWANIY, M.D. v. JENNIFER SOHOL Case #15006739

1 72) A check in the amount of \$225 to Iris Exudugg for work at
2 3200 Long Beach Blvd. drawn on Children's Retina Institute on 2/24/15.
3

4 73) A check in the amount of \$1650 to cash to pay for work done
5 at 3200 Long Beach Blvd. and listing the date at 2/20/15. The check
6 was drawn from Children's Retina Institute.

7 74) A check made payable to Jay Sanford, Inc. In the amount of
8 \$5981.28 for Final check Long Beach TI (Tenant Improvement) made
9 payable from Children's Retina Institute and dated 2/24/2015.
10

11 75) A check for \$5,000 to Jennifer Sohol/ JK PER ANGUSTA AD
12 FELICITAS LLC, from Children's Retina Institute dated 2/18/15 and
13 noting 3200 Long Beach Blvd.
14

15 76) A check made payable to Carlos Lopez in the amount of \$604
16 for work done at 3200 Long Beach Blvd and noting 3200 Long Beach Blvd.
17

18 77) A check in the amount of \$1052 for cash for work one at 3200
19 Long Beach Blvd for work being done at the property. The check is
20 dated 3/3/15 and is on the account of Children's Petina Institute.
21

22 78) A check made payable to Edwin Menia for \$2,025 for work done
23 at 3200 Long Beach Blvd. and paid on 3/3/15 from Children's Retina
24 Institute,

25 79) That on March 3, 2015, a check in the amount of \$389 was paid
26 to Lozal Cabaxes for work done at 3200 Long Beach Blvd. by Children's
27 Petina Institute.
28

CRIMINAL COMPLAINT
CHARLES A. RABENSTEIN, M.D., C.P. FEDERICO MUNIZ-Perez, M.D., M.P.H.
18

1 80) That on March 3, 2015 a check for cash in the amount of \$389
2 was made to pay for work at 3200 Long Beach Blvd. from Children's
3 Retina Institute.

4
5 81) That on March 15th, 2015 a check was made payable to **JK PER**
6 **ANGUSTA AD FELICITAS LLC**, in the amount of \$15,000 for the 3200 Long
7 Beach Blvd. Property from Children's Retina.

8
9 82) That on March 17th, 2015 that a check in the amount of \$1350
10 was paid to Carlos Lopez for work done on 3200 Long Beach Blvd. paid
11 for by Children's Retina Institute.

12
13 83) That on March 17 2015 a check in the amount of \$270 was paid
14 to Carlos Lopez for work done at 3200 Long Beach Blvd. and paid for by
15 Children's Retina Institute.

16
17 84) That on March 18th, 2015 there was a check in the amount of
18 \$15,000 made payable to **JK PER ANGUSTA AD FELICITAS LLC**, for the 3200
19 Long Beach Blvd and paid for by Children's Retina Institute.

20
21 85) That on March 24, 2015 a check in the amount of \$1,716 was
22 made payable to Edward Mejia for work done at 3200 Long Beach Blvd.
23 and; paid for by Children's Retina Institute.

24
25 86) That on March 25, 2015 that a check was paid to Jose Arrann
26 in the amount of \$6,029 for work done at 3600 Long Beach Blvd and paid
27 for by Children's Retina Institute.

87) That on March 31, 2015 a check in the amount of \$20,000 was made payable to JK PER ANGUSTA AD FELICITAS LLC and paid for by Children's Retina Institute, noting it was for 3200 Long Beach Blvd.

83) That on April 4, 2015 a check was paid to Jennifer Sohol and to JK PER ANGUSTA AD FELICITAS LLC, in the amount of \$10,000 for the 3200 Long Beach Blvd property.

89) That on March 14th 2015 a check in the amount of \$10,000 was paid to JK PER ANGUSTA AD FELICITAS LLC, for 3200 N. Long Beach Blvd by Children's Patina Institute

90) That on March 21, 2015 a check in the amount of \$16,000 was paid to JK PER ANGUSTA AD FELICITAS LLC for the 3200 Long Beach property by Children's Retina

91) That on June 29, 2015 a check in the amount of \$15,000 was paid to Jennifer Schol MD Inc. by Khaled A. Tawansy, M.D., for the 3200 Long Beach property.

92) From July of 2015 until September of 2016, Children's Retina Institute and Dr. Tawansy have paid Jennifer Sohol or JK PER ANGUSTA AD FELICITAS LLC their rent each month.

93) That the property was not able to be occupied when the lease was entered into and that Dr. Tawansy or Children's Retina spent in excess of over \$100,000 to prepare the first and second units in the building, both to be used as doctor(s) offices

94) That the third unit at 3200 Long Beach Blvd contains thousands of dollars of equipment and tools and machinery necessary for the build out of the units that all belong to Dr. Tawansy and are not the property of any of the Cross Defendants.

95) That each time an issue arose with the City of Long Beach relating to the property from the time the deed was recorded to JK that the City would contact Dr. Tawansy and he did the work and Jennifer Schol allowed this work to be done as if Dr. Tawansy still owned the building as the beneficial and equitable owner of the building.

As and for a First Cause of Action

SPECIFIC PERFORMANCE AND TO QUIET TITLE

95) That Dr. Tawansy reallest the provisions of paragraphs 1-34 as though fully set forth herein.

95) That the deed given to JK PER ANGUSTA AD FELICITAS LLC was given in error and due to the fraud of Jennifer Sohol, and based upon her promises that she would run the JK PER ANGUSTA AD FELICITAS LLC for the benefit of Dr. Tawansy.

97) That as a result of the conduct of Dr. Sohol and of JK PER ANGUSTA AD FELICITAS LLC, that the deed was given as a result of fraud and error due to Jennifer Sohol and of JK PER ANGUSTA AD FELICITAS LLC and that the Deed should be declared to be null and void and title should be replaced with the deed in the name of Dr. Khaled A. Tawansy.

PROPOSED FEDERAL TAX

98) That the cross defendants knew of Dr. Tawansy's actual ownership of the real estate but avoided asking for an estoppel certificate from him and did not question the issue as to taxes alleged to be owing and a trust deed that was supposed to be reduced. The cross defendants knew that Dr. Tawansy paid for the entire build out of the property and that he has tools and Property throughout 3200 N. Long Beach Boulevard. Acting as such, these co-defendants knew that Dr. Tawansy had an ownership interest in the property, yet closed the transaction knowing these issues in order to conspire with Jennifer Schol and JK PER ANGUSTA AD FELICITAS LLC to harm Dr. Tawansy and to steal the property from him.

14) That 2H Property 3060 LLC and 2H Construction Inc. now claim
15 to own the property located at 3200 N. Long Beach Boulevard which was
16 transferred to them via a deed signed by Jennifer Sohol on behalf of
17 JK PER ANGUSTA AD FELICITAS LLC, but Jennifer Sohol did not own the
18 property and nor did JK Per Angusta Ad Felicitas as they held the
19 property for Dr. Tawansy. Had 2H Property 3060 LLC AND 2H Construction
20 Inc. done any due diligence they would have discovered and in fact
21 knew that Dr. Tawansy owned the property and it was being held in the
22 name of JK Per Angusta Ad Felidictas for Dr. Tawansy. In fact, 2H
23 Property 3060 LLC and 2H Construction Inc. knew at all times that Dr.
24 Tawansy owned the property and they entered into a conspiracy to
25 deprive Dr. Tawansy of the title to the 3200 N. Long Beach Blvd.
26 property.

100) That in a pleading dated September 9, 2016, Dr. Sohol and JK
PER ANGUSTA AD FELICITAS LLC claimed to own the property,
notwithstanding their agreement to own the property as legal owners
for the benefit of Dr. Tawansy.

As and for a Second Cause of Action

Rescission of the Deed to the Property

101) That Dr. Tawansy realest the provisions of paragraphs 1-100 as though fully set forth herein.

102) That the title to the property should be deemed in the name
of Dr. Tawansy as against anyone who owned the property such as JK PER
ANGUSTA AD FELICITAS LLC or in the name of 2H Property 3060 LLC or in
the name of 2H Construction Inc. in that they each took title knowing
that Dr. Tawansy was the actual owner of the property being held for
him by JK Per Angusta Ad Felicitas. As all co-defendants knew that Dr.
Tawansy was the beneficial owner of the property located at 3200 N.
Long Beach Blvd., in Long Beach.

As and For a Third Cause of Action

Fraud

103) That Dr. Tawansy reallest the provisions of paragraphs 1-102 as though fully set forth hereair.

104) That Dr. Tawansy first learned of the fraud of Dr. Sohol and
25 JK PER ANGUSTA AD FELICITAS LLC within the past several months.

ROSS COMPLAINT
RAYMOND A. TANAGRY, D.D.S., V. RONALD SCHILL-GARRETT, D.D.S.

105) That Jennifer Sohol and JK PER ANGUSTA AD FELICITAS LLC made
the representations as to holding the title for Dr. Tawansy in the JK
PER ANGUSTA AD FELICITAS LLC without the intention of performing them.

106) That the conduct of Dr. Sohol and of JK PER ANGUSTA AD FELICITAS LLC was done in a fraudulent manner to obtain the deed to the property making statements that were untrue. As a result, Dr. Sohol and JK PER ANGUSTA AD FELICITAS LLC should be held liable to Dr. Tawansy for his losses and those acting in concert with Dr. Sohol and JK Per Angusta Ad Felicitas, 2H property 3060 LLC, 2H Construction Inc. Sean P. Peterson and Erica Burton should be held liable for the Fraud of Dr. Sohol and of JK Per Angusta Ad Felicitas for all damages to Dr. Tawansy.

107) That the cross defendants knew of Dr. Tawansy's actual beneficial and equitable ownership interests in and to the 3200 N. Long Beach Property but all acted to defeat Dr. Tawansy's interest all for the benefit of themselves and all the detriment of Dr. Tawansy.

As and for a Fourth Cause of Action

Breach of Contract

108) That Dr. Tawansy realest the provisions of paragraphs 1-107
as though fully set forth herein.

109) That the conduct alleged herein violates the contract
entered into between Jennifer Schol and JK PER ANGUSTA AD FELICITAS
LLC to Dr. Tawansy. That the other co-defendants assisted Jennifer

Sohel and JK PER ANGUSTA AD FELICITAS LLC in breaching the contract and in causing damages to Dr. Tawansy.

As and For a Fifth Cause of Action

Unfair Competition

110) That Dr. Tawansy realest the provisions of paragraphs 1-109 as though fully set forth herein.

111) That the acts by the cross defendants as alleged herein are
in violation of the provisions of California Business and Professions
Code section 17200.

112) That the actions of each Cross Defendant was of unfair competition, practices that are unlawful and were unfair and fraudulent.

As and for a Sixth Cause of Action

Breach of Fiduciary Duty

113) That Dr. Tawansy reallest the provisions of paragraphs 1-112 as though fully set forth herein.

114) That a declaration of rescission be granted cancelling the
deed from Dr. Tawansy to JK PER ANGUSTA AD FELICITAS LLC for fraud and
misrepresentation in gaining the deed.

115) That the JK PER ANGUSTA AD FELICITAS LLC was set up to act as the sole agent of Dr. Tawansy and to hold the title to the real property in its name for the benefit of Dr. Tawansy.

PROGRESS REPORT
PHASER A, DANAHY, M.D., U. S. DEPARTMENT OF COMMERCE, WASHINGTON, D.C.

116) That as a result thereof, there was a fiduciary duty between Dr. Sohol, the managing member of the LLC and JK PER ANGUSTA AD FELICITAS LLC and Dr. Tawansy.

117) That Dr. Sohol and JK PER ANGUSTA AD FELICITAS LLC with the assistance of the other cross defendants breached that duty.

Demand for Relief.

- 1) That the deed be cancelled from Dr. Tawansy to JK PER ANGUSTA AD FELICITAS LLC.
 - 2) That title the property be quieted and it be declared that Dr. Tawansy is the owner of the property.
 - 3) That Dr. Tawansy is entitled to damages in excess of \$4,000,000.
 - 4) That Dr. Tawansy be awarded punitive damages according to proof at trial.
 - 5) That Dr. Tawansy be awarded costs of suit.
 - 6) That Dr. Tawansy be awarded his cost for attorneys.
 - 7) For such other relief as it proper.

Dated October 14, 2016

Zelner and Karpel

Donald Karper, Attorney for

Khaled A. Tawansy

1985 COMPLAINT
ROBERT A. TAKAHASHI, M.D., V. TENNESSEE SCHOOL-DOCTOR LICENSING

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in Los Angeles County, California. I am over the age of 18 years and not a party to the within action; my business address is 16633 Ventura Boulevard, Suite 735, Encino, California 91436.

On October 14, 2016, I served the foregoing document described as **SUMMONS (CROSS-COMPLAINT); CROSS-COMPLAINT**, on interested parties in this action by placing a true copy thereof via facsimile, as follows:

7 Alia S. Haddad, Esq.
FIDELITY NATIONAL LAW GROUP
8 915 Wilshire Boulevard
Suite 2100
9 Los Angeles, CA 90017-3450
Tel: (213)438-7218
10 Fax: (213)438-4417
Email: alia.haddad@fnf.com

Attorneys for Plaintiff, JK PER ANGUSTA AD FELICITAS LLC

(XX BY MAIL. In accordance with the regular mail collection and processing practices of this business office with which am familiar, by means of which mail is deposited with the United States Postal Service at Encino, California that same date in the ordinary course of business, I placed such sealed envelopes addressed as stated above, with postage thereon fully prepaid, for collection and mailing on this same date following ordinary business practices.

(State) I declare under penalty of perjury under the laws of the State of California
that the above is true and correct.

18 Executed on October 14, 2016, at Encino, California.

20 Ann Parl

EXHIBIT "I"

1 Donald Karpel (SBN No.61678)
2 Attorney at Law
3 Zelner & Karpel
4 16633 Ventura Blvd. Suite 735
5 Encino, CA 91346
6 310-273-8444 (Tel)
7 323-720-8852 (Fax)

OCT 14 2016

8 Attorney for Defendant
9 Khaled A. Tawansy, An Individual

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES-SOUTH DISTRICT

12 JK PER ANGUSTA AD FELICITAS LLC,) Case No. NC060799
13 a California Limited Liability)
14 Company)
15 Plaintiff,) Answer to Complaint
16 vs.) Assigned to Honorable Judge
17 MARGARET KUSKA, an Individual;) Ross M. Klein
18 CAROLINE WARNER TUGEL, an) Dept.27
19 Individual; RICHARD S. WARNER)
20 AND TARA J. WARNDER, Trustees of) Case Filed September 09, 2016
21 the RICHARD S. WARNER AND TRA J.)
22 WARNER FAMILY TRUST 1993; KHALED)
23 A. TAWANSY, an Individual AND)
24 DOES 1-20 INCLUSIVE,)
25 Defendants.)
26 _____

27 Comes Now: Khaled A. Tawansy, who answers the complaint on
file as follows:

28 1. Defendant admits the allegations contained in Paragraph
29 one of the complaint.

30 ANSWER TO COMPLAINT
31 JK PER ANGUSTA AD FELICITAS V. MARGARET KRUSKA, ET AL.-CASE NO. NC060799

1 2. Defendant cannot deny or admit the allegations of
2 Paragraph two of the complaint as there is no Paragraph two in
3 the complaint.
4

5 3. Defendant admits the allegations contained in
6 Paragraph 3 of the Complaint.

7 4. Defendant has no information or belief as to the
8 residency of Margaret Kruska, as alleged in Paragraph four, and
9 therefore denies generally and specifically the allegations
10 contained therein.
11

12 5. Defendant has no information or belief as to the
13 residency of Defendant has no information or belief as to the
14 residency of CAROLINE WARNER TUGEL, as alleged in Paragraph
15 five, and therefore denies generally and specifically the
16 allegations contained therein.
17

18 6. Defendant has no information or belief as to the
19 residency of Defendant has no information or belief as to the
20 residency of RICHARD S. WARNER AND TARA J. WARNER, trustees of
21 the RICHARD W. WARNER AND TARA J. WARNER FAMILY TRUST 1992
22 ("Warner Trustees") contained in Paragraph six of the complaint
23 and therefore denies generally and specifically the allegations
24 contained therein.
25

26 7. Defendant admits he is a resident of the State of
27 California in answer to Paragraph seven.
28

ANSWER TO COMPLAINT
JK PER ANGUSTA AO FELEITAS V. MARGARET KRUSKA, ET AL.-CASE NO. NC060799

1 8. Defendant lacks sufficient information or belief as
2 to the matters asserted in paragraph eight and therefore denies
3 generally and specifically all the allegations contained
4 therein.
5

6 9. Defendant lacks sufficient information or belief as
7 to the matters asserted in paragraph nine and therefore denies
8 generally and specifically all the allegations contained
9 therein.
10

11 10. Defendant admits the allegations of paragraph 10.
12

13 11. Defendant admits the allegations of paragraph 11.
14

15 12. Defendant denies the allegations of paragraph 12.
16

17 13. Defendant admits the allegations of paragraph 13.
18

19 14. Defendant denies the allegations of paragraph 14.
20

21 15. Defendant denies the allegations of paragraph 15.
22

23 16. Defendant lacks sufficient information or belief as
24 to the matters asserted in paragraph 16 and therefore denies
25 generally and specifically the allegations contained therein.
26

27 17. Defendant lacks sufficient information or belief as
28 the matters asserted in paragraph 17 and therefore denies
generally and specifically the allegations contained therein
and therefore denies generally and specifically the allegations
contained therein.

ANSWER TO COMPLAINT
JK PER ANGUSTA AD FELICITAS V. MARGARET KRUSKA, ET AL.-CASE NO. NC069799

18. Defendant realleges his answers to paragraphs 1-17 as though fully set forth in such answers.

19. Defendant admits the allegations of paragraph 19.

20. Defendant lacks sufficient information or belief as to the matters asserted in Paragraph 20, and therefore denies generally and specifically the allegations contained therein.

21. Defendant lacks sufficient information or belief as to the matters asserted in paragraph 21, and therefore denies generally and specifically the allegations contained therein.

22. Defendant realleges his answers to paragraphs 1-21 as though fully set forth herein.

23. Defendant admits the allegations in Paragraph 23.

24. Defendant lacks sufficient information or belief as to the matters asserted in paragraph 24 of the complaint and therefore denies generally and specifically the allegations contained therein.

25. Defendant admits the allegations of paragraph 25.

26. Defendant realleges his answers to paragraphs 1-25 as though fully set forth herein.

27. Defendant denies the allegations of paragraph 27.

28. Defendant denies the allegations of paragraph 28.

29. Defendant denies the allegations of paragraph 29.

ANSWER TO COMPLAINT

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30. Defendant realleges his answers to paragraphs 1-29 as though fully set forth herein.

31. Defendant denies the allegations of paragraph 31.

32. Defendant denies the allegations of paragraph 32.

33. Defendant denies the allegations of paragraph 33.

34. Defendant denies the allegations of paragraph 34.

AS AND FOR EACH SEPARATE AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION ALLEGED IN THE COMPLAINT HEREIN, THESE ANSWERING DEFENDANTS ALLEGE AS FOLLOWS:

FIRST AFFIRMATIVE DEFENSE
(Failure to State a Cause of Action)

35. The complaint on file fails to state facts sufficient to constitute a cause of action against these answering defendants.

SECOND AFFIRMATIVE DEFENSE (Uncertainty)

36. The complaint is uncertain in that it is impossible to determine which of the alleged acts of this answering defendant caused, if any, caused injuries and or damages to the Plaintiff, as alleged in the complaint.

THIRD AFFIRMATIVE DEFENSE (No Actionable Conduct)

37. This answering defendant is not liable to, plaintiff or to other persons, if any, as they did not engage in actionable conduct towards the Plaintiff or to the other Defendants.

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1 FOURTH AFFIRMATIVE DEFENSE
2 (Conduct of Third Parties)

3 38. The Plaintiff, including each and every claim and
4 purported cause of action, is barred as against these answering
5 Defendant as the alleged damages were caused or contributed to
6 by the intentional or negligent acts of the plaintiff or by
7 third parties.

8 FIFTH AFFIRMATIVE DEFENSE
9 (No Damages)

10 39. Plaintiff sustained no damages from any conduct by
11 this answering Defendant.

12 SIXTH AFFIRMATIVE DEFENSE
13 (Laches)

14 40. These answering Defendants are informed and believe
15 and thereon alleged that the claims made by the Plaintiff are
16 barred by the doctrine of laches.

17 SEVENTH AFFIRMATIVE DEFENSE
18 (Failure to Mitigate)

19 41. These answering defendants are informed and believe
20 and thereon alleged that, though plaintiff is under a duty to do
21 so, but has failed and neglected to mitigate its alleged
22 damages, if any, and therefore, it cannot recover as against
23 this Defendant, whether as alleged, or otherwise, Plaintiff is
24 barred from recovering any corresponding damages as against
25 these answering Defendants.

26 //

27 ANSWER TO COMPLAINT
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EIGHTH AFFIRMATIVE DEFENSE
(STATUTE OF LIMITATION)

42. This action is barred, as to these answering
Defendants, by the two year statute of limitations contained in
Code of Civil Procedure, section 339(1).

NINTH AFFIRMATIVE DEFENSE
(Reservation of Rights to State Additional Affirmative
Defenses)

43. This answering Defendant reserved the right to raise
other Affirmative Defenses as they become available or apparent
during discovery proceedings in this case and further reserve
the right to amend their Answer accordingly.

WHEREFORE, Defendant Khaled A. Tawansy, requests as
follows:

1. The Plaintiff take nothing by this action.
2. A judgment of dismissal be entered in favor of Khaled
A. Tawansy.

3. That Khaled A. Tawansy, be awarded costs of suit
incurred herein.

4. That Khaled A. Tawansy be awarded any applicable
attorney's fees; and

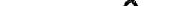
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ANSWER TO COMPLAINT
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5. This answering Defendant be awarded any other further relief as this Court may deem just and proper.

Dated: October 13, 2016

Zelner & Karpel


Donald Karpel, Attorney for
Khaled A. Tawansy.

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ANSWER TO COMPLAINT

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in Los Angeles County, California. I am over the age of 18 years and not a party to the within action; my business address is 16633 Ventura Boulevard, Suite 735, Encino, California 91436.

On October 14, 2016, I served the foregoing document described as **ANSWER TO COMPLAINT**, on interested parties in this action by placing a true copy thereof via facsimile, as follows:

7 Alia S. Haddad, Esq.
FIDELITY NATIONAL LAW GROUP
8 915 Wilshire Boulevard
Suite 2100
9 Los Angeles, CA 90017-3450
Tel: (213)438-7218
10 Fax: (213)438-4417
Email: alia.haddad@fnf.com

Attorneys for Plaintiff, JK PER ANGUSTA AD FELICITAS LLC

(XX BY MAIL. In accordance with the regular mail collection and processing practices of this business office with which am familiar, by means of which mail is deposited with the United States Postal Service at Encino, California that same date in the ordinary course of business, I placed such sealed envelopes addressed as stated above, with postage thereon fully prepaid, for collection and mailing on this same date following ordinary business practices.

(State) I declare under penalty of perjury under the laws of the State of California
that the above is true and correct.

18 Executed on October 14, 2016, at Encino, California.

20 Ann Parl