

Fill in this information to identify the case:

Debtor 1 Gold's Holding Corp.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas, Dallas Division

Case number 20-31320-hdh11

E-Filed on 09/04/2020
Claim # 304

Official Form 410

Proof of Claim

04/19

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor?	
<u>Frank D. Matranga</u> Name of the current creditor (the person or entity to be paid for this claim)	
Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?
	Where should payments to the creditor be sent? (if different)
	<u>Haberbush, LLP</u> Name
	<u>Frank D. Matranga</u> Name
	<u>444 W. Ocean Boulevard Suite 1400</u> Number Street
	<u>10 Chandler Place</u> Number Street
	<u>Long Beach</u> <u>CA</u> <u>90802</u> City State ZIP Code
	<u>San Marino</u> <u>CA</u> <u>91108</u> City State ZIP Code
	Contact phone <u>(562) 435-3456</u>
	Contact phone <u>(626) 893-5758</u>
	Contact email <u>vhaberbush@lbinsolvency.com</u>
	Contact email <u>frank.matranga@yahoo.com</u>
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____	
Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

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

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

7. How much is the claim? \$ 37,981.14. Does this amount include interest or other charges?
☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

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

10. Is this claim based on a lease? ☐ No
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ 8,109.00

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

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

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

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ 0.00

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ 0.00

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ 0.00

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ 0.00

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ 0.00

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ 0.00

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

Part 3: Sign Below

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

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

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

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 09/04/2020
MM / DD / YYYY

/s/ Frank D. Matranga

Signature

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

Name Frank D. Matranga
First name Middle name Last name

Title

Company
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address
Number Street

City State ZIP Code

Contact phone Email

Attachment 1 - ATTACHMENT.A.pdf

Description -

ATTACHMENT A

This proof of claim is based on the parking lease agreement dated August 15, 2000 between Frank D. Matranga and Gold's Gym, Inc., a Delaware Corporation (the "Lease"). A true and correct copy of the Lease is attached as Attachment B.

Gold's Holding Corp., a Delaware Corporation, is the successor-in-interest to Gold's Gym, Inc. As set forth in the Lease, the original term of the Lease was ten years and fifteen days beginning August 15, 2000. Further the term of the Lease was automatically renewed for an additional ten years. Based on this, the Lease was renewed beginning August 31, 2010 for the ten year period. Therefore, Lease terminated on August 31, 2020.¹

The following is a breakdown of the amount due under the Lease:

Rent: April 2020 – August 2020: \$32,439.90

Property Taxes 2019/2020: \$3,941.37

Property Taxes 2020/2021 (prorated): \$1,185.26

Insurance (prorated): \$414.61

Total due: \$37,981.14

¹ The Lease contains several typographical errors with the dates for the term of the Lease. More specifically, July 31, 2011 should be July 31, 2010, August 1, 2011 should be August 1, 2010, and July 31, 2021 should be July 31, 2020. In addition, pursuant to the terms of the Lease, the ending date under the original term is incorrectly stated as July 31, 2011 and , the renewal period was incorrectly stated as beginning August 1, 2011. Pursuant to the term of the Lease, the original Lease expired on August 30, 2010 and the automatic renewal began August 31, 2010.

Attachment 2 - ATTACHMENT.B.pdf

Description -

PARKING LEASE

This Lease (the "Lease") is entered into as of August 15, 2000, by and between FRANK D. MATRANGA, a married man, ("Landlord"), and GOLD'S GYM, INC., a Delaware corporation ("Tenant") with reference to the following:

WHEREAS, Tenant has acquired all of the assets of Pasadena Gym, Inc. in an Asset Purchase Agreement dated August ____, 2000;

WHEREAS, Pasadena Gym, Inc. was a Tenant of a Parking Lease for real property located at 2471 Mohawk Street, Pasadena, California 91107; and

WHEREAS, Tenant and Landlord desire to enter into a new Parking Lease to replace the Lease with Pasadena Gym, Inc.

NOW, THEREFORE, The Parties agree as follows:

Lease

1. Landlord hereby leases to Tenant the real property located at 2471 Mohawk Street, Pasadena, California 91107 and more particularly described in Exhibit "A" hereto which exhibit is incorporated herein by reference (the "Leased Premises").

Term/ Option to Renew/ Termination of Loveable Lady Lease

2. This Lease shall be for a term of Ten (10) years fifteen (15) days commencing at 12:01 A.M. on August 15, 2000, and ending at 12:01 A.M. July 31, 2011, unless sooner terminated under the provisions of this lease (the "Term").

Provided that this Lease is not default at the time and that Tenant does not elect to cause the lease not to renew as is provided herein, and further provided that the Tenant has elected to allow a renewal of the "Loveable Lady Lease" as hereinafter described, this Lease shall automatically renew for an additional ten (10) years beginning August 1, 2011 and ending July 31, 2021 (hereinafter referred to as the "renewed term"). The base rent for the first year of the renewed term shall be determined by an increasing base rent for the last year of the initial term by three (3) per cent, and base rent for each successive year of the renewed term shall increase by three (3) per cent over the prior year's base rent, the effect of which is that base rent for each year of the renewed term shall increase by three (3) per cent over base rent for the previous year.

At the sole option of the Tenant, the Tenant may elect to not to have this Lease automatically renew for an additional term by giving to the Landlord written notice no later than ninety days prior to the end of the initial term that the Tenant has elected to cancel the automatic renewal, and upon the giving of said notice, this Lease shall end upon the expiration of the initial term without any renewed term.

In the event of a Termination of the Loveable Lady lease during its initial term or any renewed term, as a result of which the Tenant, or its successor in interest, is not legally entitled to occupy the premises which is the subject of the Loveable Lady Lease, the Landlord may, at its election, terminate this Lease by giving Tenant thirty days notice of this election, and upon the expiration of the thirty day notice period, this Lease shall terminate, the Tenant shall vacate the premises, and both the Landlord and the Tenant shall be released from any further responsibility pursuant to its terms. This termination of this Lease at the option of the Landlord in the event of a termination of the Loveable Lady Lease shall not apply to any extension, modification, revision, or amendment of the terms and conditions of

the Loveable Lady Lease by agreement, provided that no such extension shall be greater than the term or any renewed term of this Lease, nor shall this provision apply to any assignment or sub-leasing of the Loveable Lady Lease or to any Tenant, sub-tenant, assignee, lessee, or concessionaire who shall legally occupy the Loveable Lady premises at the consent of or as a successor in interest to the Tenant, provided that any such occupancy shall not affect the terms and conditions of this Lease.

The "Loveable Lady Lease" referred to herein is that Lease Agreement between Gold's Gym International, its assigns or affiliates, for the property contiguous to the Leased Premises which is the subject of a certain Lease Agreement between the Tenant and the Loveable Lady Partnership (hereinafter referred to as the "Loveable Lady Lease") for the premises known as 39 S. Altadena Drive #A and # B and 2485 Mowhawk Street, in the County of Los Angeles, California, all of which is shown on exhibit A which is attached to the Loveable Lady Lease and which is incorporated into this Lease by reference.

Rent

3. (a) Tenant agrees to pay to Landlord as Base Rent for use and occupancy of the Leased Premises the sum of the Three Thousand Seven Hundred Dollars (\$3,700.00) per month. The rent is payable in advance on or before the first day of each month, commencing on September 1, 2000, at the address specified in this Lease for the service of notices on Landlord or at any other place designated by Landlord in a written notice served on Tenant.

(b) In addition, the Base Rent set forth in paragraph 3(a) shall be increased effective as of August 1, 2001 by the sum of three (3) per cent, and base rent for each successive year of the initial term shall increased by three (3) per cent over the prior year's base rent, the effect of which is that base rent for each year of the renewed term shall increase by three (3) per cent over base rent for the previous year.

Taxes and Utilities

4. (a) Real Property Taxes. Tenant shall promptly pay, or cause to be paid all Real Property Taxes assessed against the Leased Premises during the Term of this Lease. The term "Real Property Taxes" includes, without limitation: (i) any form of tax or assessment, fee, license fee, license tax, business license fee, commercial rental tax, levy, charge, assessment, or tax imposed by any federal, state, county or city authority having jurisdiction or any political subdivision thereof or any district, including any improvement or special district, against the Leased Premises; (ii) any tax on Landlord's right to receive, or the receipt of, rent or income from the Leased Premises, excluding any state, federal, or local income tax; (iii) any tax, bond or charge for police or fire protection, streets, sidewalks, road maintenance, refuse collection or other services provided to the leased Premises by any governmental agency; (iv) any tax based upon a re-assessment of the Leased Premises due to improvements to the Leased Premises made by the Tenant; (v) any charge or fee replacing any tax included within the definition of Real Property Tax as set forth in this Lease; and (vi) any vehicle parking tax. "Real Property Taxes" does not, however, include Landlord's federal, state or city income, franchise, inheritance or estate taxes.

Tenant shall also not be responsible for any taxes which may have accrued prior to the date of this Lease but which have not yet been paid, it being agreed that Tenant shall only be assessed Real Estate Taxes for the period of time during which the Tenant occupied the Leased Premises pursuant to this lease.

(b) Utilities. During the Term of this Lease, Tenant shall pay before delinquency, at its sole cost, all charges for water, gas, heat, electricity, telephone service, sewer service and sewer rental

charged or attributable to the Leased Premises, and all other services or utilities used in connection with the Leased Premises.

Occupancy of Leased Premises

5. Except as otherwise provided in this paragraph, only Tenant, its employees, invitees and customers may occupy the Leased Premises.

Use of Leased Premises

6. Tenant agrees that the Leased Premises are to be used in connection with Tenant's use of the gym and training center located contiguously to the Leased Premises which may include, but shall not be restricted to, parking for its clients, customers, guests, employees, contractors, agents, and assigns. With the exception of the uses permitted by this Lease, Tenant shall not do or permit anything to be done in or about the Leased Premises that will in any way obstruct or interfere with the rights of occupants of neighboring buildings or injure or annoy them or use or allow the Leased Premises to be used for any unlawful or illegal purpose. With the exception of the uses permitted by this Lease, Tenant shall not cause, maintain, or permit any nuisance in, on, or about the Leased Premises, or commit any waste in or on the Leased Premises. Further, with the exception of the uses permitted by this Lease, Tenant shall not do or permit anything to be done in or about the Leased Premises or bring or keep anything in the Leased Premises that will in anyway increase the existing rate of or affect any fire or other insurance on the Lease Premises. Finally, Tenant shall not put the Leased Premises to any use that violates local zoning ordinances or any other law applicable to the Leased Premises.

Condition of Leased Premises and Insurance

7. The rights and responsibilities of Landlord and Tenant relating to the condition of the Leased Premises and insurance thereon are as follows:

(a) Condition. Tenant agrees to accept the Leased Premises in "as is" condition. Tenant shall maintain and remedy, at Tenant's own cost and expense, any deterioration of or injuries to the Leased Premises, reasonable wear and tear excepted.

(b) Insurance. Landlord shall purchase insurance as reasonably appropriate for the Leased Premises in amounts and types of coverage deemed reasonably appropriate by Landlord, taking into account the types of insurance generally acquired by Landlords for property similar in type and location to the Leased Premises, including fire, earthquake, liability and other hazards. Tenant will reimburse Landlord for the premiums paid on said insurance policy.

Alterations and Repairs by Tenant

8. The parties agree that the following provisions govern all alterations and repairs of the Leased Premises by Tenant:

(a) Alterations. With the exception of any normal maintenance or repairs which may be necessary as a result of Tenant's use of the Leased Premises, Tenant shall make no substantial alterations to the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any alterations made to the Leased Premises by Tenant after consent has been given, and any fixtures installed as a part of that work, will at Landlord's option become the

Landlord's property on the expiration or earlier termination of this Lease, provided, however, that Landlord shall have the right to require Tenant to remove any fixtures at Tenant's cost on termination of this Lease.

(b) Repairs. Tenant shall notify Landlord of any dilapidation or other defective conditions on the Leased Premises that require repairs. If Landlord makes repairs, Tenant shall reimburse Landlord for said repairs. If Landlord fails to repair or arrange for the repair of the condition within a reasonable time (not exceeding 30 days), Tenant may make the repairs or arrange for them to be made at Tenant's sole cost and expense.

Entry by Landlord

9. Landlord may enter the Leased Premises only under the following circumstances:
- (a) In case of an emergency.
 - (b) To make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the Leased Premises to prospective or actual purchasers, mortgages, tenants, workers or contractors
 - (c) if tenant abandons or surrenders the Leased Premises.
 - (d) in the event of a breach of the Lease by Tenant.

Landlord will give Tenant at least 24 hours' notice of Landlord intent to enter unless (1) an emergency exists, (2) Tenant has abandoned or surrendered the Leased Premises, or, (3) Tenant breaches the Lease. Further, Landlord will enter only during normal business hours unless (1) an emergency exists, (2) Tenant has abandoned or surrendered the Leased Premises, or (3) Tenant consents, at the time of an entry that is not during normal business hours, to the entry.

Landlord shall not exercise any right of entry pursuant to this provision in an unreasonable manner or in a manner which would adversely affect the tenant's right to quietly enjoy its use of the Leased Premises.

Assignment and Subletting

10. Tenant may assign the Lease or sublet all or any portion of the Leased Premises, provided Tenant first obtains the written consent of Landlord, which consent shall not be unreasonably withheld.. The consent of Landlord to any one assignment or subletting shall not be deemed to be a consent by Landlord to any subsequent assignment or subletting. Any assignment or subletting without Landlord's prior written consent shall be void and shall, at Landlord's option, terminate this Lease.

Tenant may assign this Lease, without Landlord's consent, to any parent company of Gold's Gym International or to any other franchisee of a Gold's Gym location or to any successor in interest who has substantially the same financial standing as the Tenant as it existed on August 15, 2000.

Tenant may also assign this Lease to any subtenant or assignee of the Loveable Lady Lease, in the event that the Loveable Lady Lease is assigned, transferred, or sublet by the Tenant, in order that any assignee or subtenant of the Tenant may also be able to use the Leased Premises.

Default by Tenant

11. Landlord and Tenant agree that every condition, covenant, and provision of this Lease is material and reasonable. Any breach by Tenant of a condition, covenant, or provision of this Lease, if not cured as provided herein, will constitute a material breach.

In the case of a Tenant's failure to pay rent as it becomes due, Landlord shall provide Tenant with a written ten-day (10) notice that describes the monetary breach and demands that Tenant cure the default. If Tenant does not cure the default within the ten-day (10) period, this Lease will terminate.

In the event of a violation of any other term or condition of this Lease, Landlord shall give Tenant written notice of any such violation, and Tenant shall have thirty (30) days to cure any such violation. If such violation is not cured, this Lease shall terminate. In the event that the violation is cured within the thirty (30) day time period, this Lease shall not terminate. In the event that a longer time is necessary in order to cure such violation, and the Tenant begins taking those steps necessary to cure such violation within the thirty day period, provided that the Tenant diligently pursues the cure in a timely fashion, this Lease shall not terminate.

Termination of this Lease for a breach by Tenant will not occur unless the events described in this provision occur.

Notices

12. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing and shall be deemed to be served when personally

delivered to the party to whom (the notice is directed or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed as follows:

To Tenant: Gold's Gym, Inc.
39 South Altadena Drive
Pasadena, CA 91107
Attention: Manager

And

Paul Andrews
Gold's Gym International
2841 Hartland Road
Suite 402
Falls Church, Virginia 22043

And

George W. Campbell Esq.
5206 Gilpin Drive
Springfield, Virginia 22151

To Landlord: Frank D. Matranga

Waiver

13. The waiver by Landlord of any breach by Tenant of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Tenant either of the same or of another provision of this Lease. Landlord's acceptance of rent following a breach by Tenant of any provision of this Lease, with or without Landlord's knowledge of the breach, will not be deemed to be a waiver of Landlord's right to enforce any provision of this Lease.

Estoppel Certificate

14. Tenant agrees to sign and deliver to Landlord, for bona fide business reasons such as refinancing of the property, an estoppel certificate, in a form provided by Landlord, within five days of receipt. The estoppel certificate acknowledges that (1) this Lease is in full force and effect and is unmodified (except as specifically set forth), and (2) Tenant has no claims against Landlord (except as specifically set forth). Failure to comply with this requirement shall be deemed to be an acknowledgment by Tenant that the facts set forth in the estoppel certificate are true, and may be relied on by a purchaser or lender.

Attorneys' Fees

15. If any legal action or proceeding arising out of or relating to this Lease is brought by either party to this Lease, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Binding on Heirs and Successors

16. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant; provided, however, that nothing in this paragraph shall be construed as a consent by Landlord to any assignment of this Lease or any interest in it by Tenant.

Time of Essence

17. Time is expressly declared to be of the essence in this Lease.

Sole and Only Agreement

18. This instrument is the full, complete, sole, final, and exclusive agreement of the parties concerning the matters covered by this Lease and the rights granted and duties undertaken as between the parties. There is no other agreement between the parties respecting the subject matter of this Lease or the rights, duties, promises, and undertakings of the parties. Any statement, representation, promise,

or undertaking made prior to or contemporaneously with the execution of this Lease shall be void and of no effect, or to be held to have merged or been superseded by the terms and conditions of this Lease. Any statement, promise, or representation made to or by any party, or made to or by an employee, attorney servant, agent or representative of any party respecting the matters set forth in this Lease shall not be valid or binding as to these parties unless it is specifically contained in this Lease. Any oral representation, modification, or change concerning this Lease, or the terms or conditions of this agreement, shall be of no force and effect, except for a subsequent modification being reduced to a writing and signed by the parties to this Lease

Non Disturbance From Landlord's Lender

19. Landlord agrees that it will obtain from its current lender or any future lender, or from any other present or future person, firm, bank, lender, or concern who may have an interest in the Leased Premises, a Non-Disturbance Agreement which provides that in the event of a default in any Mortgage, Loan, or Security Interest, or as a result of any other circumstances under which the demised premises could be sold, the purchaser at any such sale agrees to recognize the Tenant as its tenant and agrees not to disturb the tenant in its possession of the Leased Premises pursuant to the terms and conditions of this Lease, provided that the Tenant is not in default at the time of any such sale under the terms of this Lease.

A Non Disturbance Agreement in a form reasonably acceptable to Tenant shall be delivered to the Tenant by the Landlord simultaneously with the execution of this Lease.

Memorandum of Lease

20. This Lease shall not be recorded by the parties agreed to execute a memorandum of Lease in recordable form.

Representation of Ownership

21. The Landlord represents that he is the owner of the Lease Premises and that he will provide reasonable evidence of ownership at the time of execution of this Lease as may be requested by the Tenant.

Right of First Refusal

22. In the event of any bona fide offer to sell or to purchase the Demised Premises (hereinafter referred to as "the offer"), the Tenant shall have a right of first refusal to purchase the demised premises on the same terms and conditions as is set forth in the offer to sell or purchase. In the event of such offer, the Landlord shall advise the Tenant in writing of the terms and conditions of the offer, attaching as a copy any written instrument which contains the terms and conditions of the offer, and the Landlord shall have thirty (30) to advise the Tenant in writing of the 's desire to purchase the property on the same terms and conditions as are contained in the offer. Settlement on the Tenant's acceptance of the offer to purchase the property from the Landlord shall take place as quickly as is possible under all the circumstances then and there existing, time being of the essence to this provision of this Agreement. If the Tenant does not exercise its right of first refusal within thirty (30) days of receipt of notice from the Landlord, the Landlord may sell the demised premises to the third party on terms no less favorable than those offered to the Tenant

Frank D. Matranga
FRANK D. MATRANGA

"Landlord"

GOLD'S GYM, INC.
By Paul Andrews

President
"Tenant"

I hereby join in and approve the terms of conditions of this Lease for the sole purpose of waiving any common law dower rights or community property rights in the property to the extent that the existence of any such rights would void, affect, amend, alter, or nullify this Lease. I further agree to recognize Gold's Gym International as the Tenant of the property which is the subject of this Lease, and to the extent that I have any actual, inchoate, or contingency rights in the property, to attorn to and subordinate those rights to the terms and condition of this Lease. I further agree to execute any and all reasonable documents which may be reasonably requested by Gold's Gym International, its Lender, or its affiliates, in order to give further effect to this waiver.

Amanda Matranga
Amanda Matranga, Landlord

Attachment 3 - ATTACHMENT.C.pdf

Description -

2019 - 2020 DELINQUENT TAX NOTICE

CITIES, COUNTY, SCHOOLS AND ALL OTHER TAXING AGENCIES IN LOS ANGELES COUNTY
SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2019 TO JUNE 30, 2020

NOTICE OF DELINQUENCY

5747 001 038 19 000 DEL

0004000-0000000 (279) 001 12 000 091676



MATRANGA, FRANK AND AMANDA TRS
MATRANGA TRUST
10 CHANDLER PL
SAN MARINO CA 91108-1102



KEITH KNOX

TREASURER AND TAX COLLECTOR

225 NORTH HILL STREET

FIRST FLOOR LOBBY

LOS ANGELES, CA 90012

1(213) 974-2111 OR 1(888) 807-2111

1(213) 974-2196 (TDD)

ON THE WEB AT propertytax.lacounty.gov

PROPERTY LOCATION AND/OR PROPERTY DESCRIPTION

2471 MOHAWK ST
PASADENA CA 91107-4271
HUNTINGTON DRIVE TRACT NO 1
LOT 11 BLK B

DELINQUENT TAX INFORMATION

The tax amount, penalties and cost for this property are past due. If the full amount on this notice is not received or United States Postal Service postmarked by June 30, on July 1, a \$15 redemption fee and additional penalties, at the rate of 1.5 percent per month, will be imposed on the outstanding tax amount, excluding penalties and cost. Commercial property or unimproved vacant residential lots may be sold at public auction, if the property has been in a tax-defaulted status for three years. Residential and agricultural property may be sold at public auction, if the property has been in a tax-defaulted status for five years.

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

	PRINT NO. 94207	ASSESSOR'S ID. NO.					TRA 07500	PIN: T1PCAY
		Map Book	Page	Parcel	Year	Seq. No.		
		5747	001	038	19	000		
	1ST INSTALLMENT 10% PENALTY AFTER 12/10/19		2ND INSTALLMENT 10% PENALTY + \$10.00 COST AFTER 04/10/20		TOTAL TAX PENALTIES APPLY WHEN SHOWN			
TAX	3141.88		3141.87		6283.75			
PEN	0.00		324.18		324.18			
TOTAL	3141.88		3466.05		6607.93			
NET PD/REF	3141.88		0.00		3141.88			
DUE	0.00		3466.05		3466.05			

DETACH AND MAIL THIS STUB WITH YOUR PAYMENT (PLEASE SEE REVERSE FOR IMPORTANT INFORMATION).

DO NOT INCLUDE NOTES WITH YOUR PAYMENT

DO NOT STAPLE, TAPE OR CLIP PAYMENT STUB OR CHECK

2019 - 2020 DELINQUENT TAX NOTICE

MATRANGA, FRANK AND AMANDA TRS
MATRANGA TRUST
10 CHANDLER PL

THIS AMOUNT IS NOW DUE.

USE THESE NUMBERS ON ALL PAYMENTS AND CORRESPONDENCE						
ASSESSOR'S ID. NO.						Pay Key
Map Book	Page	Parcel	Year	Seq. No.		
5747	001	038	19	000	2	
TOTAL DUE					AMOUNT PAID	
3466.05						

09122

MAKE PAYMENT PAYABLE TO:

Please write the ASSESSOR'S ID. NO.
on the lower left corner of your payment.

LOS ANGELES COUNTY TAX COLLECTOR

P.O. BOX 54018

LOS ANGELES, CA 90054-0018



20019000957470010380000346605000034660512229999

2019 - 2020 DELINQUENT TAX NOTICE

CITIES, COUNTY, SCHOOLS AND ALL OTHER TAXING AGENCIES IN LOS ANGELES COUNTY
SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2019 TO JUNE 30, 2020

NOTICE OF DELINQUENCY

5747 001 042 19 000 DEL

01040531 02000001 1878 001 12 002436



MATRANGA, FRANK AND AMANDA TRS
MATRANGA TRUST
10 CHANDLER PL
SAN MARINO CA 91108-1102



KEITH KNOX

TREASURER AND TAX COLLECTOR

225 NORTH HILL STREET

FIRST FLOOR LOBBY

LOS ANGELES, CA 90012

1(213) 974-2111 OR 1(888) 807-2111

1(213) 974-2196 (TDD)

ON THE WEB AT propertytax.lacounty.gov

PROPERTY LOCATION AND/OR PROPERTY DESCRIPTION

HUNTINGTON DRIVE TRACT NO 1 N 10 FT OF
LOT 13 BLK B

DELINQUENT TAX INFORMATION

The tax amount, penalties and cost for this property are past due. If the full amount on this notice is not received or United States Postal Service postmarked by June 30, on July 1, a \$15 redemption fee and additional penalties, at the rate of 1.5 percent per month, will be imposed on the outstanding tax amount, excluding penalties and cost. Commercial property or unimproved vacant residential lots may be sold at public auction, if the property has been in a tax-defaulted status for three years. Residential and agricultural property may be sold at public auction, if the property has been in a tax-defaulted status for five years.

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

	PRINT NO.	ASSESSOR'S ID. NO.					TRA	PIN: 2MPDVO
		Map Book	Page	Parcel	Year	Seq. No.		
	94209	5747	001	042	19	000	07500	
	1ST INSTALLMENT 10% PENALTY AFTER 12/10/19		2ND INSTALLMENT 10% PENALTY + \$10.00 COST AFTER 04/10/20			TOTAL TAX PENALTIES APPLY WHEN SHOWN		
TAX		206.83	206.82			413.65		
PEN		0.00	30.68			30.68		
TOTAL		206.83	237.50			444.33		
NET PD/REF		206.83	0.00			206.83		
DUE		0.00	237.50			237.50		

DETACH AND MAIL THIS STUB WITH YOUR PAYMENT (PLEASE SEE REVERSE FOR IMPORTANT INFORMATION).

DO NOT INCLUDE NOTES WITH YOUR PAYMENT

DO NOT STAPLE, TAPE OR CLIP PAYMENT STUB OR CHECK

2019 - 2020 DELINQUENT TAX NOTICE

MATRANGA, FRANK AND AMANDA TRS
MATRANGA TRUST
10 CHANDLER PL

THIS AMOUNT IS NOW DUE

USE THESE NUMBERS ON ALL PAYMENTS AND CORRESPONDENCE						
ASSESSOR'S ID. NO.						Pay Key
Map Book	Page	Parcel	Year	Seq. No.		
5747	001	042	19	000		2
TOTAL DUE						AMOUNT PAID
237.50						

09500

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

LOS ANGELES COUNTY TAX COLLECTOR
P.O. BOX 54018
LOS ANGELES, CA 90054-0018



20019000957470010420000023750000002375050029999

2019 - 2020 DELINQUENT TAX NOTICE

CITIES, COUNTY, SCHOOLS AND ALL OTHER TAXING AGENCIES IN LOS ANGELES COUNTY
SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2019 TO JUNE 30, 2020

NOTICE OF DELINQUENCY

5747 001 040 19 000 DEL

#100000-0200071 L2TR 011 12 --- 051678



MATRANGA, FRANK AND AMANDA TRS
MATRANGA TRUST
10 CHANDLER PL
SAN MARINO CA 91108-1102



KEITH KNOX

TREASURER AND TAX COLLECTOR

225 NORTH HILL STREET

FIRST FLOOR LOBBY

LOS ANGELES, CA 90012

1(213) 974-2111 OR 1(888) 807-2111

1(213) 974-2196 (TDD)

ON THE WEB AT propertytax.lacounty.gov

PROPERTY LOCATION AND/OR PROPERTY DESCRIPTION

HUNTINGTON DRIVE TRACT NO 1 N 10 FT OF
LOT 12 BLK B

DELINQUENT TAX INFORMATION

The tax amount, penalties and cost for this property are past due. If the full amount on this notice is not received or United States Postal Service postmarked by June 30, on July 1, a \$15 redemption fee and additional penalties, at the rate of 1.5 percent per month, will be imposed on the outstanding tax amount, excluding penalties and cost. Commercial property or unimproved vacant residential lots may be sold at public auction, if the property has been in a tax-defaulted status for three years. Residential and agricultural property may be sold at public auction, if the property has been in a tax-defaulted status for five years.

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

	PRINT NO.	ASSESSOR'S ID. NO.					TRA	PIN: N4QBSG
		Map Book	Page	Parcel	Year	Seq. No.		
	94208	5747	001	040	19	000	07500	
	1ST INSTALLMENT 10% PENALTY AFTER 12/10/19		2ND INSTALLMENT 10% PENALTY + \$10.00 COST AFTER 04/10/20			TOTAL TAX PENALTIES APPLY WHEN SHOWN		
TAX	207.12		207.11			414.23		
PEN	0.00		30.71			30.71		
TOTAL	207.12		237.82			444.94		
NET PD/REF	207.12		0.00			207.12		
DUE	0.00		237.82			237.82		

DETACH AND MAIL THIS STUB WITH YOUR PAYMENT (PLEASE SEE REVERSE FOR IMPORTANT INFORMATION).

DO NOT INCLUDE NOTES WITH YOUR PAYMENT

DO NOT STAPLE, TAPE OR CLIP PAYMENT STUB OR CHECK

2019 - 2020 DELINQUENT TAX NOTICE

MATRANGA, FRANK AND AMANDA TRS
MATRANGA TRUST
10 CHANDLER PL

THIS AMOUNT IS NOW DUE

USE THESE NUMBERS ON ALL PAYMENTS AND CORRESPONDENCE						
ASSESSOR'S ID. NO.						Pay Key
Map Book	Page	Parcel	Year	Seq. No.		
5747	001	040	19	000	2	
TOTAL DUE			AMOUNT PAID			
237.82						

09722

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

LOS ANGELES COUNTY TAX COLLECTOR
P.O. BOX 54018
LOS ANGELES, CA 90054-0018



20019000957470010400000023782000002378272229999

Attachment 4 - ATTACHMENT.D.pdf

Description -

Shaw Moses Mendenhall & Associates Ins. Agency

License #0D94511
625 Fair Oaks, Suite 158
South Pasadena, CA 91030

INVOICE

Customer	Frank and Amanda Matranga
Acct #	20680
Date	03/02/2020
Customer Service	Mark Miranti Xanh (Sand) Tran
Page	1 of 1

Frank and Amanda Matranga
10 Chandler Place
San Marino, CA 91108

Payment Information	
Invoice Summary	\$ 995.06
Payment Amount	
Payment for:	Invoice#451103
3AA392258	

Thank You

Please detach and return with payment



Customer: Frank and Amanda Matranga

Invoice	Effective	Transaction	Description	Amount
451103	03/28/2020	Renew policy	Policy #3AA392258 03/28/2020-03/28/2021 Essex Insurance Company General Liability - Renew policy SMMA Fee - Renew policy Surplus Lines Tax - Renew policy Brokerage Company Fee - Renew policy	750.00 40.00 30.06 175.00
				Total
				\$ 995.06

Thank You

Shaw Moses Mendenhall & Associates Ins. Agen

License #0D94511 625 Fair Oaks, Suite 158
South Pasadena, CA 91030

(626)799-7813

info@SMMAinsurance.com

Date

03/02/2020