



**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

FILED

09/15/25

04:59 PM

C2509012

Galaxy Enterprises, Inc.,

Complainant,

vs.

Southern California Gas Company (U904G),

Defendant.

(ECP)

Case (C.) _____

Expedited Complaint
(Rule 4.6)

COMPLAINANT	DEFENDANT
Galaxy Enterprises, Inc. Attn: Henry Talei 5411 Shelia Street Commerce CA 90040 T1: 310-739-9889 T2: 323-728-3980 E-mail: Henry@talei.com	Southern California Gas Company (U904G) Attn: Gary Lenart, Tariff Manager 555 West Fifth Street, GT14D6 Los Angeles, CA 90013-1011 T: 213-244-2424 E-mail 1: Glenart@SoCalGas.com E-mail 2: tariffs@socalgas.com

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

(A) GALAXY ENTERPRISES
5111 SHEILA ST.
COMMENCE CA 90040

COMPLAINANT(S)

VS.

(B) THE GAS COMPANY
P.O. Box C
MONTENY PARK CA 91756

DEFENDANT(S)

(Include Utility "U-Number", if known)

(for Commission use only)

(C) Have you tried to resolve this matter informally with the Commission's Consumer Affairs staff?

☐ YES ☒ NO

Has staff responded to your complaint?

☐ YES ☐ NO

Did you appeal to the Consumer Affairs Manager?

☐ YES ☒ NO

Do you have money on deposit with the Commission?

☐ YES ☒ NO

Amount \$ _____

Is your service now disconnected?

☒ YES ☐ NO

COMPLAINT

(D)

The complaint of (Provide name, address and phone number for each complainant)

Name of Complainant(s)	Address	Daytime Phone Number
GALAXY ENTERPRISES	5111 SHEILA ST / COMMENCE	310-739-9889
		223-728-3980

respectfully shows that:

(E)

Defendant(s) (Provide name, address and phone number for each defendant)

Name of Defendant(s)	Address	Daytime Phone Number
THE GAS COMPANY	PO BOX C / MONTENY PARK	800-427-2000
		800-427-1167

(F)

Explain fully and clearly the details of your complaint. (Attach additional pages if necessary and any supporting documentation)

GALAXY ENTERPRISES IS OWNER OF PROPERTY AT
 5411 SHEILA ST. / COMMERCIAL
 A PORTION OF THE BLDG (5413 SHEILA ST. COMMERCIAL)
 WAS LEASED AS A WAREHOUSE TO A NEW PERSON
 MR. YUSUKE MURAI (DBA HEMP TRADING) IN
 JULY 21, 2021
 HEMP TRADING SIGNED THE LEASE & SINCE OUR
 BUSINESS NEVER USED GAS, SO HE SIGNED TO
 SC GAS COMPANY & HE WAS ALWAYS BILLED UNDER
 HIS ADDRESS, 5413 SHEILA ST. UNTIL HE FILED BANKRUPTCY
 CHAPTER 7 CASE & HE DID NOT PAY HIS BILLS AS OF 7/1/24.
 ALTHOUGH FROM 7/21/21 UNTIL HE PASSED AWAY, HIS

(G) Scoping Memo Information (Rule 4.2(a)) PAYMENTS SHOWED HEMP TRADING
 5413 SHEILA ST
 COMMERCIAL

(1) The proposed category for the Complaint is (check one):

☐ adjudicatory (most complaints are adjudicatory unless they challenge the reasonableness of rates)

☐ ratesetting (check this box if your complaint challenges the reasonableness of a rates)

(2) Are hearings needed, (are there facts in dispute)? ☐ YES ☐ NO

(3) ☒ Regular Complaint ☐ Expedited Complaint

(4) The issues to be considered are (Example: The utility should refund the overbilled amount of \$78.00):

SC GAS LET HIM USE THE GAS UNTIL 4/11/24
 EVEN THOUGH THEY KNEW HE FILED FOR CHAPTER 7 CASE
 THEN ONCE HIS BILL BECAME \$12,345.76
 THEN TURNED-OFF HIS METER.
 NOW SC GAS IS ASKING GALAXY TO PAY THE TENANT BILL
 ENCLOSED WE ARE SENDING YOU COPIES OF THE LEASE &
 HIS WIFE HAS SENT COPY OF MR. MURAI "DEATH CERTIFICATE"
 TO SC GAS ALREADY

- (5) The proposed schedule for resolving the complaint within 12 months (if categorized as adjudicatory) or 18 months (if categorized as ratesetting) is as follows:

Prehearing Conference: Approximately 30 to 40 days from the date of filing of the Complaint.

Hearing: Approximately 50 to 70 days from the date of filing of the Complaint.

Prehearing Conference (Example: 6/1/09):	
Hearing (Example: 7/1/09)	

Explain here if you propose a schedule different from the above guidelines.

SINCE MR. YUSUKE MURAI PASSED AWAY A YEAR AGO
& HE NEVER PAID US HIS RENTS SINCE 1/2023.
PER CALIFORNIA LAW, WHEN A TENANT DIES, LANDLORDS
ARE NOT RESPONSIBLE FOR HIS UTILITY DEBTS.

(H)

Wherefore, complainant(s) request(s) an order: State clearly the exact relief desired. (Attach additional pages if necessary)

WE WANT TO MAKE SURE THAT SCGAS
WILL NOT BOTHER US NO MORE & WHEN WE WILL
GET A NEW TENANT FOR "5413 SHEILA ST" THEY
RE-CONNECT THE GAS METER IN HIS NAME.

(I)

OPTIONAL: I/we would like to receive the answer and other filings of the defendant(s) and information and notices from the Commission by electronic mail (e-mail). My/our e-mail address(es) is/are:

(J)

Dated 5/20/25, California, this TUES day of MAY, 2025
(City) (date) (month) (year)

RE. Tula.
Signature of each complainant

(MUST ALSO SIGN VERIFICATION AND PRIVACY NOTICE)

(K)

REPRESENTATIVE'S INFORMATION:

Provide name, address, telephone number, e-mail address (if consents to notifications by e-mail), and signature of representative, if any.

Name of Representative:	HENRY TALCI GALAXY ENTERPRISES INC.
Address:	5411 SHEILA ST / COMMENCE
Telephone Number:	323-728-3980 / 310-739-9889
E-mail:	HENRY@TALCI.COM
Signature	H. Talci

VERIFICATION
(For Individual or Partnerships)

I am (one of) the complainant(s) in the above-entitled matter; the statements in the foregoing document are true of my knowledge, except as to matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

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

(L)

Executed on 5/20/25, at COMMENCE, California
(date) (City)

H. Tale
(Complainant Signature)

VERIFICATION
(For a Corporation)

I am an officer of the complaining corporation herein, and am authorized to make this verification on its behalf. The statements in the foregoing document are true of my own knowledge, except as to the matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

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

(M)

Executed on 5/20/25, at COMMENCE, California
(date) (City)

H. Tale
Signature of Officer

CEO
Title

(N) **NUMBER OF COPIES NEEDED FOR FILING:**

If you are filing your formal complaint on paper, then submit one (1) original, six (6) copies, plus one (1) copy for each named defendant. For example, if your formal complaint has one defendant, then you must submit a total of eight (8) copies (Rule 4.2(b)).

If you are filing your formal complaint electronically (visit <http://www.cpuc.ca.gov/PUC/efiling> for additional details), then you are not required to mail paper copies.

(O) Mail paper copies to: California Public Utilities Commission
Attn: Docket Office

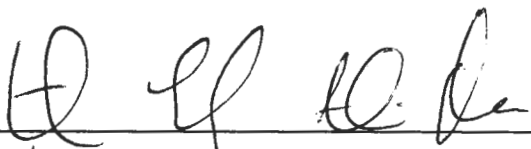
505 Van Ness Avenue, Room 2001
San Francisco, CA 94102

PRIVACYNOTICE

This message is to inform you that the Docket Office of the California Public Utilities Commission ("CPUC") intends to file the above-referenced Formal Complaint electronically instead of in paper form as it was submitted.

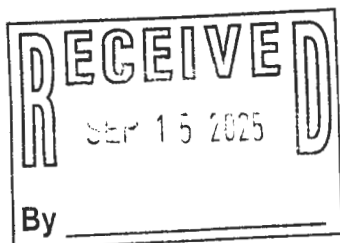
Please Note: Whether or not your Formal Complaint is filed in paper form or electronically, Formal Complaints filed with the CPUC become a public record and may be posted on the CPUC's website. Therefore, any information you provide in the Formal Complaint, including, but not limited to, your name, address, city, state, zip code, telephone number, E-mail address and the facts of your case may be available on-line for later public viewing.

Having been so advised, the Undersigned hereby consents to the filing of the referenced complaint.


Signature

7/14/25
Date

Henry Talei
Print your name



To: Public Utilities
Commission File # 683594
Ref: Herp Trading Inc
5413 Sheila ST
Commerce, CA 90040
Corrected Account #: 02370055960
Date: June 3rd, 2025

Dispute of Liability for Gas Charges for Complaint with SCGas

Dear Public Utilities Commission,

I am writing on regards the recent demand for payment on a balance of \$10,196.95 associated with the gas service at my property at 5413 Sheila Street, Commerce CA 90040.

The gas service account was never under my name. The premises were leased to Mr. Yusuke Murai his business name Herp Trading leased the building from July 2021- May 2023.

There was no joint application for Southern California Gas signed between the landlord and new tenant (Mr. Yusuke, Murai)

The gas utility account was established in his business name and he was solely responsible for all utility's payments during his tenancy.

The way I understood, he always paid his bill with his credit card directly to SCGAS, that demonstrate he was the account holder and the party responsible for gas usage throughout his occupancy. Unfortunately, tenant later filed for chapter 7 bankruptcy and has since passed away a few month later.

As a result, I understand your difficulty in receiving payment from his estate. However, I must respectfully dispute any charges that I as the property owner being liable for debt. The lease agreement clearly placed utility obligation such as gas and electricity and trash on the tenant.

The presence of a single meter on the property does not override the fact that the account was held in his business name and used solely for his commercial operations.

Please update your records accordingly and confirm in writing that I as the property owner am not liable for his balance. If you still need a copy of his lease, I am willing to provide supporting documents and payment records if necessary.

Thank you for your attention to this matter. I look forward to a prompt resolution.

Sincerely,

Henry Talei
henry@talei.com
Galaxy Enterprises
5411 Sheila ST
Commerce, CA 90040



Past Due Payment Notice

H

Date mailed MAY 03, 2024

Our records indicate your payment has not been received. Your payment of \$12,345.70 must be received by 5PM on or before 05/10/24. For your convenience, you can pay at any of our branch offices, authorized payment agencies, or you can pay by Discover, Mastercard, Visa Credit/Debit cards, and Electronic checks by calling BillMatrix at 800-232-6629. Mailed payments must be received before the due date. Please note that our field personnel can only accept credit card payments when visiting customers for collection orders.

HERP TRADING INC
5411 SHEILA ST
CTY OF CMMRCE CA 90040-2103

Date and amount
of last payment

SEP 29 2023
\$195.95

TO AVOID DISCONNECTION OF YOUR SERVICE, A MINIMUM PAYMENT OF \$12,345.70 MUST BE RECEIVED BY THE DUE DATE. In case of disconnection for nonpayment, \$12,345.70 is required to re-establish service, as well as a RECONNECTION FEE, SECURITY DEPOSIT or **ADDITIONAL SECURITY DEPOSIT**. Unfortunately, we cannot guarantee service will be restored on the same day payment is received.

For information on your account, call
1-800-427-2000

Your account number is
023 700 5596 0

If you have questions, call us at 800-427-2000.
Representatives are available during the following hours:
Monday-Friday, 7am-8pm Saturday, 7am-6pm
Closed Sundays and Holidays
24 Hour Emergency Services Available.

You may also reach us at one of the numbers listed on the reverse. Please disregard this notice if payment has been made.

You may also qualify for billing and/or energy assistance programs. See the enclosed insert for more information.

Delinquent gas charges \$12,345.70

Total Due \$12,345.70

80 0237005596 01234570 08

0237005596 0123457008

IF MAILING NOTICE, DETACH HERE - IF PAYING IN PERSON, PLEASE BRING ENTIRE NOTICE

SCG FORM PD1-28

Your Account Number **023 700 5596 0**

Past Due Payment Notice

To prevent turn-off, \$12,345.70 must be received
before 5:00 MAY 10, 2024

045124.1 1.1.619 1 Oz.



HERP TRADING INC
5413 SHEILA ST
COMMERCE CA 90040-2103

Total amount due \$12,345.70

THE GAS COMPANY
PO BOX C
MONTEREY PARK CA 91756-5111

CONFIRM ADDRESS

80 0237005596 01234570 08

0237005596 0123457008



CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL, Revised 10/01)

Date (For reference only): July 23/2021

EL DENTAL INC YUSUKE MURAI (DBA) HENP TRADING ("Landlord") and ("Tenant") agree as follows:

1. PROPERTY: Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 5411-5413 SHEILA ST COMMENCE CA 90042 ("Premises"), which comprise approximately 50 % of the total square footage of rentable space in the entire property. See exhibit _____ for a further description of the Premises.

2. TERM: The term shall be for 5 years and _____ months, beginning on (date) _____ ("Commencement Date"). (Check A or B):

☐ A. Lease; and shall terminate on (date) AVG 1/2026 at 12 ☐ AM ☐ PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

☐ B. Month-to-month; and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable local laws. Such notice may be given on any date.

☐ C. RENEWAL OR EXTENSION TERMS: See attached addendum MONTH TO MONTH w/ CPI INCREASE

3. BASE RENT:

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

☒ (1) \$ 6000 per month, for the term of the agreement.
☐ (2) \$ 6000 per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for MIN. 5% (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.

☐ (3) \$ _____ per month for the period commencing _____ and ending _____ and _____ per month for the period commencing _____ and ending _____ and _____ per month for the period commencing _____ and ending _____

☐ (4) In accordance with the attached rent schedule.

☐ (5) Other: _____

B. Base Rent is payable in advance on the 1st (or ☐) day of each calendar month, and is delinquent on the next day.

C. If Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. RENT:

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) EL DENTAL ON HENRY TALEE, at (address) 5411 SHEILA ST, or at any other location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. EARLY POSSESSION: Tenant is entitled to possession of the Premises on _____

if Tenant is in possession prior to the Commencement Date; during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant ☐ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. SECURITY DEPOSIT:

A. Tenant agrees to pay Landlord \$ 6000 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED) ☒ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

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CL-11 REVISED 10/01 (PAGE 1 of 6)

Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials (EL) (Y.M.)
Tenant's Initials () ()

Reviewed by

Broker or Designee _____ Date _____



COMMERCIAL LEASE AGREEMENT (CL-11 PAGE 1 OF 6)

Lyon & Associates
Phone: (530) 759-7203

401 Second Street
Fax: (530) 758-5784

Davis CA 95616
Ram Sab

B.zfx

Premises: a.
7. PAYMENTS:

5411-B SHEILA ST. / CONRANCE

Date 7/23/2021

		TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent From	8/1/21 To 9/1/21	\$ 6000.00	\$	\$	
B. Security Deposit		\$ 1800.00	\$	\$	
C. Other:	Category	\$	\$	\$	
D. Other:	Category	\$	\$	\$	
E. Total:		\$ 24,000.00	\$	\$	

8. PARKING: Tenant is entitled to 2 unreserved and reserved vehicle parking spaces. The right to parking ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. ADDITIONAL STORAGE: Storage is permitted as follows:
The right to additional storage space ☐ is ☒ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 600.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. CONDITION OF PREMISES: Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: AS IS
Items listed as exceptions shall be dealt with in the following manner:

12. ZONING AND LAND USE: Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representations or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. TENANT OPERATING EXPENSES: Tenant agrees to pay for all utilities and services directly billed to Tenant. 5411-A WHOLE
IS ALMOST 4000 SQ-FT

14. PROPERTY OPERATING EXPENSES:
A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real estate taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. PORTION OF THE ROOFING BELONGS TO THIS PREMISES

OR B. ☐ (If checked) Paragraph 14 does not apply.
15. USE: The Premises are for the sole use as WAREHOUSE FOR PET SUPPLIES & EXPORTS WHOLESALE. No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:
A. Tenant ☒ (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
B. Landlord ☐ (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and

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Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials (LET) (YIN)
Tenant's Initials () ()

Reviewed by

Broker or Designee Date



18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or 30) day period preceding the termination of the agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or) calendar days after agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and, (vii)

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental less the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemnor. All condemnation proceeds, exclusive of those allocated by the condemnor to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than \$2,000,000. Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$, plus property insurance in an amount sufficient to cover the replacement cost of the property. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

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CL-11 REVISED 10/01 (PAGE 3 of 6)

Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials (CLT) (YM)

Tenant's Initials () ()

Reviewed by

Broker or Designee

Date



Premises: 5411-13 SHELLA ST COMMENCE Date 7/23/21

35. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

36. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: HENRY TALCT
EL BENTAI LLC
5411 SHELLA ST
COMMENCE CA 90040

Tenant: YUSUKE MURAI
HARPO TRADING INC
5411-A SHELLA ST
COMMENCE CA 90040

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

37. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

38. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

39. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** SEE THE LGAGE ADDENDUM

A 4000 SQ FT OF ROOFING TENANT RESPONSIBILITY TO PAY
A GAS & ELECTRIC BILLS AS WELL AS TRASH
A RENT MUST BE COLLECTED ON 1ST OF EVERY MONTH

OTHERWISE THERE WILL BE PENALTY ATTACHED

IN CASE IF LANDLORD RUNS INTO ANY CONFLICT W/ HIS
MORTGAGE OR INSURANCE COMPANY FOR THE ABOVE PROPERTY
TENANT AGREES TO HOLD LANDLORD HARMLESS & INDEMNIFY
HIM & HIS OFFICERS & VACATE THE PREMISES ASAP.

The following ATTACHED supplements/exhibits are incorporated in this agreement:

40. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 34A.

41. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

42. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord 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 named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 42.

43. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:

Listing Agent: _____ (Print Firm Name) is the agent of (check one):

☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Selling Agent: _____ (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):

☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

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Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials (HT) (YM)

Tenant's Initials (_____) (_____) N/A



Reviewed by

Broker or Designee _____

Date _____

Premises 5411-5413 SHEILA ST. COMMENCE Date 7/23/21

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide either advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant YUSUKE MURAI Yh R Date 7/23/21

(Print name)
Address 150 ACAMAR City IRVING State CA Zip 92618

Tenant 949-201-5049 Date _____

(Print name)
Address _____ City _____ State _____ Zip _____

Landlord EL BENTAL LLC Date _____
(owner or agent with authority to enter into this agreement)

Address 5411 SHEILA ST City COMMENCE State CA Zip 90040

Landlord _____ Date _____
(owner or agent with authority to enter into this agreement)

Address _____ City _____ State _____ Zip _____

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) _____

By (Agent) _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) _____

By (Agent) _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
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525 South Virgil Avenue, Los Angeles, California 90020

CL-11 REVISED 10/01 (PAGE 6 OF 8)

Reviewed by

Broker or Designee _____

Date _____



COMMERCIAL LEASE AGREEMENT (CL-11 PAGE 6 OF 6)

Premises: 5411-B STEILA ST, Commerce Date 7/23/21

- 30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Landlord by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. DISPUTE RESOLUTION:**
- A. MEDIATION:** Tenant and Landlord 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, subject to paragraph 34B(2) below. Paragraphs 34B(2) and (3) apply whether or not the arbitration provision is initiated. 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 commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. ARBITRATION OF DISPUTES:** (1) Tenant and Landlord 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, including and subject to paragraphs 34B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
- (2) EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. 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 violation of the mediation and arbitration provisions.
- (3) BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.
- "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."**
- Landlord's Initials CL Tenant's Initials Y.M.

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Reviewed by

Broker or Designee

Date



ADDENDUM TO LEASE

This Addendum to Lease ("Addendum") is attached to commercial lease agreement between El Bental LLC A California Corporation and Yusuke Murai dba Harper Trading Inc. ("Lessee"), dated July 23RD, 2021 (the "Lease") for use of certain premises located at 5411-13 Sheila St. City of Commerce, CA 90040 (the "Premises"). In the event of any conflict between the provisions of the Lease and the provisions of this Addendum, the provisions of this Addendum shall prevail. Any reference herein or in the Lease to the contrary herein, any and all capitalized terms used in this Addendum shall have the meaning ascribed thereto in the Lease.

Whereas, Lessor and Lessee are entering into the Lease concurrently with this Addendum; and

Whereas, Lessor and Lessee would like to supplement the terms of the lease as provided in this Addendum.

Now, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Lessor and Lessee agree as follow:

- A) Compliance with laws.** Lessee shall not use or occupy the Premises in violation of any applicable laws, regulations, rules, orders, statues or ordinances of any government agency, office and board or private entity in effect on or after the date first set forth above and applicable to the Project or to the use or occupancy of the Premises or the Project (including, without limitation, the rules, regulations and requirements of the Pacific Fire Rating Bureau, and of any similar body, the Americans with Disabilities Act (42 U.S.C. Section 12101 et.Seq.) (the "ADA") AND Applicable Requirements regarding Hazardous Substances or in violation of any government-issued permit for the Premises or Project or any of the rules and regulations applicable to the project from time to time, and shall, upon notice from the Lessor, discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of any such law, any Applicable Requirements, or of any government-issued permit for the Premises or Project. If any governmental license or permit shall be required for the proper and lawful conduct of Lessee's business in the Premises, Lessee, at its expense, shall procure, maintain and comply with the terms and conditions of each such license or permit. Lessee shall cause the Premises to comply with all applicable laws and Applicable Requirements, and shall comply with any direction of any governmental authority having jurisdiction which shall, by reason of the nature of Lessee's use or occupancy of the Premises, impose any obligation (including, but not limited to, any obligation imposed pursuant to the ADA), upon Lessee or Lessor with respect to the Premises or Project or with the respect to the use or occupancy thereof.

Initials

Initials

Lessee shall be liable for, and shall indemnify, defend and hold harmless Lessor, (and its officers, directors, shareholders, affiliates, agents and employees) from and against, all penalties, noncompliance costs or other losses, liabilities, damages, claims, costs or expenses (including, without limitation, attorney's fees) incurred by Lessor as a result of Lessee's failure to comply with any of the provisions of this Paragraph or any related Paragraphs of the Lease. Any such amount shall be payable by Lessee to Lessor within ten (10) business days after Lessor's demand thereof as Additional Rent. Failure of Lessee to pay any amount due pursuant to this Paragraph when due shall be deemed a failure to pay Rent when due under the Lease. The obligations of this Paragraph shall survive the expiration or earlier termination of the Lease.

- B) Confidentiality.** Lessee acknowledges that the terms and conditions of the Lease are to remain confidential and may not be disclosed by Lessee, its agents, servants, or employees to anyone, by any manner or means, directly or indirectly, without Lessor's prior written consent. The consent to any disclosures will not be deemed to be a waiver on the part of Lessor of any Lessor (and its officer, director, shareholders, affiliates, agents and employees) and Lessor's lender harmless from and against all costs, damages, claims, liabilities, expenses, losses, court costs and attorney's fees suffered or claimed against such indemnified party, and its agents and employees, based in whole or in part upon the breach of this Paragraph by Lessee, its agents, servants or employees. The obligations of this Paragraph shall survive the expiration earlier termination of the Lease.
- C) Insurance Certificates.** Lessee's certificates of insurance shall name, by separate endorsement, each of the following parties as an additional insured under Lessee's liability policies. El Bental, LLC; and Lessor's property owner.
- D)** In case if the mortgage company for El Bental LLC, realized that lessee is doing something non legal, the lessee should vacate the premises immediately and security deposit will be forfeit.
- E)** Lessee is responsible for maintaining the portion of the roof of the unit being leased and pay the gas and electric bills as well as trash.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Addendum of the date first written above.

LESSOR:

By: 

El Bental, LLC A California Corporation

LESSEE:

By: 

Yusuke Murai
c/o Harper Trading Inc.



ENTERPRISES INC.

5411 SHEILA ST., LOS ANGELES, CA 90040
(323) 728-3980 (800) 876-4599 FAX (323) 728-5971

INDIVIDUAL PERSONAL GUARANTY

Date 7/23/2021

I, YOSUKE MURAF, residing at 150 ACHAM,
for and in consideration of your extending credit at my request to
HARPER TRADING DBA BUDGET DUBIA (hereinafter referred to as the
(Name of Company)

"Company"), of which I am CEO / PRESIDENT, hereby personally
(Title)

guarantee to you the payment at 5411-A SHEILA ST. / CORNELL in
the State of CALIFORNIA of any obligation of the
Company and I hereby agree to bind myself to pay you on demand any sum which
may become due to you by the Company whenever the Company shall fail to pay
the same. It is understood that this guaranty shall be a continuing and irrevocable
guaranty and indemnity for such indebtedness of the Company. I do hereby waive
notice of default, non-payment and notice thereof and consent to any modification
or renewal of the credit agreement hereby guaranteed.

Signature [Signature]

S.S. #

Driver's License #

049 69 1220

F1474004

SPONSOR S.S. # 608-47-4938

Witness: _____

In California, the issue of utility liability when a tenant dies is addressed in several ways, depending on the specifics of the situation. Here's a general overview of the rules that might apply:

1. Responsibility for Utility Payments:

When a tenant dies, the responsibility for utility bills depends on how the utilities are set up.

- If utilities are in the deceased tenant's name, the utility companies will typically need proof of the tenant's death (such as a death certificate) before they can change the account or stop services.
- If the utilities are in the landlord's name (or are included in the rent), the landlord may need to contact the utility providers to ensure billing adjustments or closures are made following the tenant's death.

2. Lease Obligations:

- The lease agreement should be reviewed to determine the tenant's liability for utilities after death. Generally, the tenant's estate or surviving co-tenants could still be responsible for rent or utility payments for a period of time after the death, unless the lease includes provisions for early termination or other special conditions in the case of death.
- If a tenant dies before the end of the lease, the landlord may be able to claim rent from the deceased tenant's estate for the remainder of the lease term, unless the lease allows for cancellation or the landlord agrees to terminate the lease early.

3. Notice to the Landlord:

- The surviving family members or executor of the deceased tenant's estate must notify the landlord as soon as possible to clarify the situation. If no one continues living in the rental unit, the landlord will typically work with the deceased tenant's estate to handle the remaining obligations.
- If a surviving co-tenant is still living in the unit, they may become solely responsible for paying the rent and utilities.

4. Utility Companies' Policies:

- Utility companies may have specific rules about the transfer of service in the event of a tenant's death. They often require documentation, such as a death



CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

12750 CENTER COURT DRIVE SOUTH, STE 400 CERRITOS, CA 90703-8594
1-562-356-1102 • FAX 1-562-402-8503
www.cdtfa.ca.gov

GAVIN NEWSOM

Governor

NICOLAS MADUROS

Secretary, Government Operations Agency

TRISTA GONZALEZ

Director

HERP TRADING INC
5413 SHEILA ST
COMMERCE CA 90040-2103

Letter Date: May 15, 2025
Letter ID: L0031292982
Account Type: Sales and Use Tax
Account Number: 102-689719
Collection ID: 4166278

ANOTHER PROOF FOR
HIS MAILING ADDRESS

IMMEDIATE ACTION REQUIRED
File Your Return or Your Seller's Permit May Be Cancelled

Dear HERP TRADING INC:

Our records indicate that we have not received your sales and use tax return(s) for the period(s) listed below:

Period Begin	Period End
January 1, 2024	December 31, 2024

If your seller's permit is cancelled, it is illegal for you to make sales of tangible personal property in California.

What should I do now?

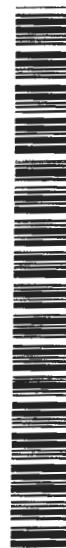
File your return(s) immediately by logging in at www.cdtfa.ca.gov and selecting *File & Make a Payment*. You **must** file a return even if you have no sales or use tax to report or cannot pay. If you cannot pay in full, please file your return(s) immediately, pay as much as you can to avoid additional interest, and then contact your local office at the telephone number listed above to discuss your account. You may be eligible for an installment payment agreement. To submit a payment plan proposal, please log in at www.cdtfa.ca.gov and select *Request a Payment Plan*.

If your return(s) is not filed by June 15, 2025, we may bill you for estimated amounts due per Revenue and Taxation Code section 6511.

If you believe you have received this letter in error or if your business has closed, please contact your local office at the telephone number listed above.

For additional information, please read publication 54, *Collection Procedures*, or publication 74, *Closing Out Your Account*, available on our website at www.cdtfa.ca.gov.

California Department of Tax and Fee Administration



0031292982 01



Past Due Payment Notice

Date mailed APR 04, 2024

Our records indicate your payment has not been received. Your payment of \$11,582.10 must be received by 5PM on or before 04/11/24. For your convenience, you can pay at any of our branch offices, authorized payment agencies, or you can pay by Discover, Mastercard, Visa Credit/Debit cards, and Electronic checks by calling BillMatrix at 800-232-6629. Mailed payments must be received before the due date. Please note that our field personnel can only accept credit card payments when visiting customers for collection orders.

TO AVOID DISCONNECTION OF YOUR SERVICE, A MINIMUM PAYMENT OF \$11,582.10 MUST BE RECEIVED BY THE DUE DATE. In case of disconnection for nonpayment, \$11,582.10 is required to re-establish service, as well as a RECONNECTION FEE, SECURITY DEPOSIT or **ADDITIONAL SECURITY DEPOSIT**. Unfortunately, we cannot guarantee service will be restored on the same day payment is received.

If you have questions, call us at 800-427-2000. Representatives are available during the following hours:
Monday-Friday, 7am-8pm Saturday, 7am-6pm
Closed Sundays and Holidays
24 Hour Emergency Services Available.

You may also reach us at one of the numbers listed on the reverse. Please disregard this notice if payment has been made.

You may also qualify for billing and/or energy assistance programs. See the enclosed insert for more information.

HERP TRADING INC
5411 SHEILA ST
CTY OF CMMRCE CA 90040-2103

Date and amount of last payment SEP 29 2023 \$195.95

For information on your account, call
1-800-427-2000

Your account number is
023 700 5596 0

Delinquent gas charges \$11,582.10

Total Due \$11,582.10

80 0237005596 01158210 03 0237005596 0115821003

IF MAILING NOTICE, DETACH HERE - IF PAYING IN PERSON, PLEASE BRING ENTIRE NOTICE

SCG FORM PD1-28

Your Account Number **023 700 5596 0**

Past Due Payment Notice

To prevent turn-off, \$11,582.10 must be received before 5:00 APRIL 11, 2024

Total amount due \$11,582.10

044218.1 1.1.401 1 Oz.

HERP TRADING INC
5413 SHEILA ST
COMMERCE CA 90040-2103

THE GAS COMPANY
PO BOX C
MONTEREY PARK CA 91756-5111

80 0237005596 01158210 03 0237005596 0115821003

His ADDRESS



**Information to identify the case:**

Debtor 1: Yusuke Murai
First Name Middle Name Last Name
Social Security number or ITIN: 049-69-1220
EIN: --
Debtor 2: _____
First Name Middle Name Last Name
Social Security number or ITIN: _____
EIN: --
(Spouse, if filing)
United States Bankruptcy Court: Central District of California
Date case filed for chapter: 7 3/21/24
Case number: 8:24-bk-10687-TA

Official Form 309A (For Individuals or Joint Debtors)**Notice of Chapter 7 Bankruptcy Case -- No Proof of Claim Deadline**

10/20

For the debtors listed above, a case has been filed under chapter 7 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read all pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors or the debtors' property. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

The debtors are seeking a discharge. Creditors who assert that the debtors are not entitled to a discharge of any debts or who want to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadlines specified in this notice. (See line 9 for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at <https://pacer.uscourts.gov>).

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

	About Debtor 1:	About Debtor 2:
1. Debtor's full name	Yusuke Murai	
2. All other names used in the last 8 years		
3. Address	150 Acamar Irvine, CA 92618	
4. Debtor's attorney Name and address	Julie J Villalobos Oaktree Law 3355 Cerritos Avenue Los Alamitos, CA 90720	Contact phone 562-741-3938 Email _____
5. Bankruptcy trustee Name and address	Thomas H Casey (TR) 26400 La Alameda, Suite 210 Mission Viejo, CA 92691	Contact phone (949) 766-8787 Email _____

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For more information, see pages 2 and 3 >

Official Form 309A (For Individuals or Joint Debtors) Notice of Chapter 7 Bankruptcy Case -- No Proof of Claim Deadline

page 1



P.O. BOX 15362
WILMINGTON, DE 19850

Tax Year 2024 Form 1099-C
Cancellation of Debt (Copy B)

This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.

Debtor's Information

0008847 101 NSPOTAS0 1Z1 000000000000 0029 80

YUSUKE MURAI
5413 SHEILA ST
COMMERCE CA 90040-2103

↓
COPIES OF HIS
ADDRESS

Creditor's Information

Federal ID Number: 13-4994650
JPMORGAN CHASE BANK NA
CREDIT CARD COLLECTIONS & RECOVERY

Form 1099-C Questions

Phone Support: 866-578-2888

Debtor's ID Number: XXX-XX-1220

Original

Summary of Form 1099-C Cancellation of Debt

(OMB No. 1545-1424)

Box	Description	Amount	Box	Description	Amount
1.	Date of identifiable event	12/06/2024	5.	If yes, the debtor was personally liable for repayment of the debt	Yes
2.	Amount of debt discharged	\$53,995.25	6.	Identifiable event code	A
3.	Interest if included in box 2	\$0.00	7.	Fair market value of property	\$0.00
4.	Debt description	(See Details)			

Details of Form 1099-C Cancellation of Debt

(OMB No. 1545-1424)

Account Number	Box #1 Identifiable event date	Box #2 Amt of debt discharged	Box #3 Interest if included in Box 2	Other Boxes
XXXXXXXXXX728109	12/06/2024	\$53,995.25	\$0.00	#4 Debt description #5 If yes, the debtor was personally liable for repayment of the debt #6 Identifiable event code
WHEN AN UNPAID PRINCIPAL BALANCE OF \$600 OR MORE IS CANCELLED, THE IRS REQUIRES IT MUST BE REPORTED ON FORM 1099C				CREDIT CARD ACCOUNT Yes A