SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 19.3 (ID # 10247) MEETING DATE: Tuesday, May 23, 2023

FROM:

TREASURER-TAX COLLECTOR:

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 209, Item 385. Last assessed to: Sang Yeul Lee and Soon Ik Lee, husband and wife as joint tenants. District 3. [\$12,630-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Approve the claim from Park & Lim, Authorized Representative for Bank of Hope, Successor in Interest to Saehan Bank for payment of excess proceeds resulting from the Tax Collector's public auction tax sale associated with parcel 580400002-7;
- 2. Authorize and direct the Auditor-Controller to issue a warrant to Park & Lim, Authorized Representative for Bank of Hope, Successor in Interest to Saehan Bank in the amount of \$12,630.51, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675 and:
- 3. Authorize and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of \$12,630.50 to the County General Fund pursuant to Revenue and Taxation Code Section 4674.

ACTION:Policy

Matthew Jennings, Treasurer-Tax Collector 5/10/

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Spiegel, Washington, Perez, and Gutierrez

Nays:

None

Absent:

None

Date:

May 23, 2023

XC:

Tax-Collector, Auditor-Controller

40

Kimberto A. Rector

Page 1 of 3 ID# 10247

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$12,630	\$0	\$12,630	\$ 0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS:	Fund 65505 Exaces Proc	ands from Tay Sala	Budget Adjustment	: N/A
SOURCE OF TONDS.	ruliu 65555 Excess Floc	eeus Iroin Tax Sale.	For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, the Tax Collector conducted the May 2, 2017 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 21, 2017. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 24, 2017, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of Parties of Interest Reports, Assessor's and Recorder's records, as well as other, various research methods used to obtain current mailing addresses for these parties of interest.

Revenue and Taxation Code 4676 (b) states that the county shall make reasonable effort to obtain the name and last known mailing address of the parties of interest. Then, if the address of the party of interest cannot be obtained, the county shall publish notice of the right to claim excess proceeds in a newspaper of general circulation in the county as per Revenue and Taxation Code 4676 (c). The Treasurer-Tax Collector's office has made it a policy to take the following actions to locate the rightful party of the excess proceeds.

- 1. Examined Parties of Interest Reports to notify all parties of interest attached to the parcel.
- 2. Researched all last assessee's through the County's Property Tax System for any additional addresses.
- Used Accurint (people finder) to notify any new addresses that may be listed for our last assessees.
- Advertised in newspapers for three consecutive weeks in The Desert Sun, Palo Verde Valley Times and The Press Enterprise referring any parties of interest to file a claim for the excess proceeds.
- 5. Sent out a certified mailing within 90 days as required by Revenue and Taxation Code 4676(b).

According to Revenue and Taxation Code 4675 (a) Any party of interest in the property may file with the county a claim for the excess proceeds, in proportion to his or her interest held with others of equal priority in the property at the time of the sale, at any time prior to the expiration

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

of the one year following the recordation of the Tax Collector's deed to the Purchaser, which was recorded on June 21, 2017.

The Treasurer-Tax Collector has received one claim for excess proceeds:

 Claim from Park & Lim, Authorized Representative for Bank of Hope, Successor in Interest to Saehan Bank, based on an Authorization letter notarized April 27, 2021, and an Abstract of Judgment recorded April 15, 2013 as Instrument No. 2013-0174457.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Park & Lim, Authorized Representative for Bank of Hope, Successor in Interest to Saehan Bank be awarded excess proceeds in the amount of \$12,630.51. Since there are no other claimants, the unclaimed excess proceeds in the amount of \$12,630.50 will be transferred to the County General Fund. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses

Excess proceeds will be released to a lien holder of the property and transferred to the County General Fund.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Park

Kristine Bell-Oaldez,
Kristine Bell-Valdez, Supervising Deputy County County 4/6/2023

RECEIVED

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY NOV 20 AM 11: 22

To: Don Kent, Treasurer-Tax Collector	RIVERSIDE COUNTY TREAS-TAX COLLECTOR
Re: Claim for Excess Proceeds	THERO THE OUTER . S.
TC 209 Item 385 Assessment Number: 580400	002-7
Assessee: LEE, SANG YEUL & SOON IK	
Situs:	
Dale Sold: May 2, 2017	
Date Deed to Purchaser Recorded: June 21, 2017	
Final Dale to Submit Claim: June 21, 2018	
\$ 679,859,53 from the sale of the above mention owner(s) [check in one box] at the time of the sale Document No. 2013-0174457; recorded on 4/15/1.	ection 4675, hereby claim excess proceeds in the amount of ed real properly. I/We were the X lienholder(s), properly of the properly as is evidenced by Riverside County Recorder's A copy of this document is attached hereto. I/We are the of interest. I/We have listed below and attached hereto each item
NOTE: YOUR CLAIM WILL NOT BE CONSIDERED L JUDGMENT ENTERED ON 11/26/12.	SILESS THE DOCUMENTATION IS ATTACHED,
ABSTRACT OF JUDGMENT RECORDED ON	
have to sign the claim unless the claimant submits pro- claimant may only receive his or her respective portion of I/We affirm under penalty of perjury that the foregoing is	
Esther Seong, FVP & SAD Officer, Print Name Bank of Hope 3200 Wilshire Blvd, 6th Floor Street Address	Print Name Street Address
Los Angeles, CA 90010 City, State, Zip	City, State, Zip
213-427-1012 Phone Number	Phone Number

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY

2018 MAY 32 PM 2: 57 Don Kent, Treasurer-Tax Collector To: RIVERSIDE COUNTY Claim for Excess Proceeds. Ret TREAS-TAX COLLECTOR TC 209 Item 385 Assessment Number: 580400002-7 Assesses: LEE, SANG YEUL & SOON IK Silus: Date Sold: May 2, 2017 Date Deed to Purchaser Recorded: June 21, 2017 Final Date to Submit Claim: June 21, 2018 I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$679,859.53 from the sale of the above mentioned real property. I/We were the X lienholder(s), D property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2013-0174457 | recorded on 4/15/13 . A copy of this document is attached hereto. If we are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached herelo each item of documentation supporting the claim submitted. NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED. JUDGMENT ENTERED ON 11/26/12. ABSTRACT OF JUDGMENT RECORDED ON 4/15/13 If the property is held in Joint Tenancy, the laxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective parlion of the claim. IAWe affirm under penalty of perjury that the foregoing is true and correct. LOS ANGELES CALIFORNIA 22nd day of , 2018 al Executed this County, State Signature of Claimant Signature of Claimant SHELLAY A. SAGARA, ESQ. Print Name Print Name Authorized Representative for Bank of Hope. PARK & LIM Successor in interest to Saehan Bank 3530 Wilshire Blvd., Suite 1300 Street Address Street Address Los Angeles, CA 90010 City, State, Zip City, State, Zip (213) 386-5595 Phone Number Phone Number



Special Assets Department

3200 Wilshire Blvd., 7th Fl., Los Angeles, CA 90010 bankofhope.com

April 27, 2021

Authorization

RE: Claim for Excess Proceeds

TC 209 Item 385 Assessment Number: 580400002-7

Assessee: Lee, Sang Yeul & Soon Ik

Bank of Hope hereby authorizes Park & Lim to submit its claim for surplus funds on its behalf and authorizes Park & Lim to receive any surplus funds for the above matter.

Ki Wook Lee

FVP & SAD Team Leader Special Assets Department Direct: (213) 251 – 2261

Fax: (213) 235 – 3025

Email: Kiwook.lee@bankofhope.com

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	of ot
State of California)	
County of Los Angeles)	
On April 20, 2021 before me, Sun Ae	e insert name and title of the office)
personally appeared Ki Wook (ee, Fvp &	
	1
who proved to me on the basis of satisfactory evidence to be the pers the within instrument and acknowledged to me that he/she/the authorized capacity(les), and that by his/her/their signature(s) on the upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	ey executed the same in his/her/their e instrument the person(s), or the entity
WITNESS my hand and official seal.	COMM. #2296815 Notary Public - California Los Angeles County My Comm. Expires July 13, 2023
No. of the second secon	
Signature	(lca2)
Signature	(Seal)
Optional Information Ithough the information in this section is not required by law, it could prevent fraudulent removal nauthorized document and may prove useful to persons relying on the attached document. Description of Attached Document The preceding Certificate of Acknowledgment is attached to a document the purpose of	
Optional Information though the information in this section is not required by law, it could prevent fraudulent removal nauthorized document and may prove useful to persons relying on the attached document. Description of Attached Document the preceding Certificate of Acknowledgment is attached to a document	and reattachment of this acknowledgment to an Additional Information Method of Signer Identification Proved to me on the basis of satisfactory evidence:
Optional Information though the information in this section is not required by law, it could prevent fraudulent removal nauthorized document and may prove useful to persons relying on the attached document. Description of Attached Document the preceding Certificate of Acknowledgment is attached to a document tled/for the purpose of	and reattachment of this acknowledgment to an Additional Information Method of Signer Identification Proved to me on the basis of satisfactory evidence: of form(s) of identification of credible witness(es) Notarial event is detailed in notary journal on:
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Optional Information Ithough the information in this section is not required by law, it could prevent fraudulent removal nauthorized document and may prove useful to persons relying on the attached document. Description of Attached Document The preceding Certificate of Acknowledgment is attached to a document tled/for the purpose of The propose of the purpose of the purpose of the purpose of the signer(s) capacity or authority is/are as:	and reattachment of this acknowledgment to an Additional Information Method of Signer Identification Proved to me on the basis of satisfactory evidence: of form(s) of identification ocredible witness(es) Notarial event is detailed in notary journal on: Page # Entry # Notary contact:
Optional Information Ithough the information in this section is not required by law, it could prevent fraudulent removal hauthorized document and may prove useful to persons relying on the attached document. Description of Attached Document The preceding Certificate of Acknowledgment is attached to a document The preceding Certificate of Acknowledgment is attached to a document The preceding pages, and dated The signer(s) capacity or authority is/are as: Individual(s) Attorney-in-Fact Corporate Officer(s)	Additional Information Method of Signer Identification Proved to me on the basis of satisfactory evidence: of form(s) of identification Notarial event is detailed in notary journal on: Page # Entry # Notary contact: Other

Login

Home

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Business Search

The California Business Search provides access to available information for corporations, limited liability companies and limited partnerships of record with the California Secretary of State, with free PDF copies of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are not contained in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation? Corporation, LLC, LP.

Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, remove "C" from the entity number. Note, a basic search will search only ACTIVE entities (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains ?keyword? search. The Advanced search allows for a ?starts with? filter. To search entities that have a status other than active or to refine search criteria, use the Advanced search feature.

Advanced Search

An Advanced search is required when searching for publicly traded disclosure information or a status other than active.

An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by ?begins with? specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2)select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

BANK OF HOPE

Advanced ~

Entity Information	٥	Initial Filing Date	Status	Entity Type	Formed :	Results:
PANK OF HOPE (1358540)	>	05/02/1985	Active	Stock Corporation - CA - General	CALIFORNIA	ADAM KARASIK

BANK OF HOPE (1938540)



Request

	Certificate
Initial Filing Date	05/02/1985
Status	Active
Standing - SQS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - General
Principal Ad <mark>dress</mark>	3200 WILSHIRE BLVD STE
	LOS ANGELES, CA 90010
Mailing Address	3200 WILSHIRE BLVD STE 1400 LOS ANGELES,CA90010
Statement of Info Due Date	05/31/2023
Agent	Individual 1336413 ADAM KARASIK 3200 WILSHIRE BLVD STE 1400 LOS ANGELES, CA 90010





Request Access

RECORDING REQUEST BY

WHEN RECORDED MAIL TO

NAME

HEESOK PARK

PARK & LIM

MAILING

3530 WILSHIRE BLVD

ADDRESS CITY, STATE **SUITE 1300** LOS ANGELES, CA

ZIP CODE

90010

DOC # 2013-0174457 04/15/2013 08:36A Fee:57.00 Page 1 of 3 Recorded in Official Records

County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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TITLE(S)

5830

ABSTRACT OF JUDGMENT

EJ-00	1
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and	–
teleprone number)	8
Recording requested by and return to	
HEESOK PARK (SBN 106147)	
SHELLEY A. SAGARA (SBN 213745)	
PARK & LIM	
3530 WILSHIRE BOULEVARD, SUITE 1300	
LOS ANGELES, CALIFORNIA 90010	
(213) 386-5595	
X ATTORNEY X JUDGMENT ASSIGNEE OF RECORD	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES	7
STREET ADDRESS 111 NORTH HILL STREET	
MAILING ADDRESS SAME AS ABOVE	FOR RECORDER'S USE ONLY
CITY AND ZIP CODE LOS ANGELES, CALIFORNIA 90	0012
BRANCH NAME CENTRAL DISTRICT	
PLAINTIFF: SAEHAN BANK	CASE NUMBER
PENINTIFF, SABITAN DANK	CASE NUMBER
DEFENDANT: CARINA CLOTHING, INC., ET	AL. BC 475790
DEFENDANT, CANTEN GEOTHERS, THOU, E.	BC 475790
ABSTRACT OF JUDGMENT—CIVIL	FOR COURT USE ONLY
AND SMALL CLAIMS	Amended
The X Judgment creditor assignee of record	
applies for an abstract of judgment and represents the foll	owing.
a. Judgment debtor's	oming.
Name and last known address	
CARINA CLOTHING, INC., A CALIFORNIA CORPORATION I	DRA
FASHION-AID	
2773 WILLIAMSBURG ROAD	
FULLERTON, CA 92833	1
•	record
b. Driver's license no. [last 4 digits] and state:	X Unknown
c. Social security no. [last 4 digits]:	X Unknown
d. Summons or notice of entry of sister-state judgment wa	s personally served or
mailed to (name and address): CARINA CLOTHING, INC.,	A CALIFORNIA
CORPORATION DBA FASHION-AID, 2773	WILLIAMSBURG ROAD, FULLERTON, CA 92833
- 107	A Company of the second
2X_ Information on additional judgment	4. Information on additional judgment
debtors is shown on page 2.	creditors is shown on page 2. 5. Original abstract recorded in this county:
3. Judgment creditor (name and address):	•
SAEHAN BANK, 3580 WILSHIRE BLVD., S	
600, LOS ANGELES, CA 90010	b. Instrument No.:
Date: MARCH 13, 2013	h 67
SHELLEY A. SAGARA	
(TYPE OR PRINT NAME)	(SIGNATURE OF A PLICANT OR ATTORNEY)
6. Total amount of judgment as entered or last renewed:	10. An execution-lien attachment lien
\$ 440,531.26	is endorsed on the judgment as follows:
7. All judgment creditors and debtors are listed on this abstra	
* *	b. In favor of (name and address):
8. a. Judgment entered on (date): 11/26/2012	
b. Renewal entered on (date):	
9. This judgment is an installment judgment.	11. A stay of enforcement has
[SEAL]	a. X not been ordered by the court.
john A. Clarke, C	
This abstract issued on (date	112 a X I certify that this is a true and correct abstract of
	b. A certified copy of the jydgment is attached.
MAR 2 6 2013	Clerk, by Cocker , Deputy
	K.W. Kam
	SE HIDGERLY ON TOTAL

BC 475790 udgment creditor (name and address):
udgment creditor (name and address):
udgment creditor (name and address):
Name and last known address
G YEUL LEE, AN INDIVIDUAL O CONEJO LANE LERTON, CA 92833
s license no flast 4 digits] ate: (CA) Unknown security no. [last 4 digits]: Unknown ons was personally served at or mailed to (address):
YEUL LEE, AN INDIVIDUAL
CONEJO LANE
ERTON, CA 92833
Name and last known address
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1
s license no. [last 4 digits]
ite: Unknown security no. [last 4 digits]: Unknown
ons was personally served at or mailed to (address):

A0786896

APPROVED July 25, 2016 Jan Lynn Ower. Commissioner of Business Oversiging

Secretary of State State of California

Wallace M. Wong

Senior Counsel THIS AGREEMENT OF BANK MERGER, dated as of July 25, 2016 (this "Bank Merger Agreement"), is entered into between Wilshire Bank, a California state-chartered bank and, wholly owned subsidiary of Wilshire Bancorp, Inc., a California corporation ("WIBC"), and BBCN Bank a California state-chartered bank and a wholly owned subsidiary of BBCN Bancurp, Inc., a Delaware corporation ("BBCN"). Wilshire Bank and BBCN Bank are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

AGREEMENT OF BANK MERGER

WHEREAS, WIBC and BBCN entered into an Agreement and Plan of Merger, dated as of December 7, 2015 (the "Agreement"), providing, among other things, for the merger of WIBC with and into BBCN, with BBCN surviving (the "Merger");

WHEREAS, in connection with the Merger, WIBC and BBCN desire to merge Wilshire Bank with and into BBCN Bank (the "Bank Merger") concurrently with or as soon as reasonably practicable after the consummation of the Merger upon the terms and subject to the conditions set forth in this Bank Merger Agreement and the Agreement; and

WHEREAS, for federal and, if applicable, state and local income tax purposes, the Parties intend that the Bank Merger shall qualify as a "reorganization" under Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and this Agreement, shall constitute a "plan of reorganization" within the meaning of the Code.

- NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Bank Merger Agreement and the Agreement, subject to the conditions set forth in this Bank Merger Agreement and the Agreement, and intending to be legally bound hereby, the Parties agree as follows:
- £ 1. Effective Time. Upon the terms and subject to the conditions set forth in this Bank Merger Agreement and the Agreement, concurrently with or as soon as reasonably practicable after the consummation of the Merger, Wilshire Bank and BBCN Bank shall cause the Eank Merger to be consummated by filing a copy of this Bank Merger Agreement, certified by the Secretary of State of the State of California pursuant to Section 1103 of the California General Corporation Law (the "CGCL"), with the Commissioner of Business Oversight of the State of California pursuant to Section 4887 of the California Financial Code (the "CFC"). The Bank Merger shall become effective at the close of business at 5:02 pm Pacific Daylight Time on the date of such filing (the "Effective Time").
- The Merger. BBCN Bank shall be the surviving bank in the Bank Merger (the "Surviving Bank"). At the Effective Time, Wilshire Bank shall be merged with and into BBCN Bank and the separate existence of Wilshire Bank shall cease. The Bank Merger shall be governed by, and shall have the effects set forth in, the CGCL and the CFC.

Effects of the Merger.

(a) At the Effective Time, Article One of the Articles of Incorporation of BBCN Bank, as amended, shall be amended in its entirety to read as follows:

"ARTICLE ONE. NAME: The name of this Corporation is Bank of Hope."

- (b) At the Effective Time, the Surviving Bank shall succeed, without other transfer, to all the rights and properties, and shall be subject to all the debts and liabilities, of Wilshire Bank, and the separate existence of BBCN Bank, with all its purposes, objects, rights, powers, privileges, liabilities, obligations and franchises, shall continue unaffected and unimpaired by the Bank Merger.
- (c) The Articles of Incorporation (as amended effective as of the Effective Time to reflect the new name of the Surviving Bank pursuant to Section 3(a)) and the Bylaws of BBCN Bank, as in effect as of the Effective Time, shall be the Articles of Incorporation and Bylaws of the Surviving Bank, until thereafter altered, amended or repealed in accordance with their terms and applicable law.
- (d) The shares of BBCN Bank common stock, no par value per share ("BBCN Bank Common Stock") and the shares of Wilshire Bank common stock, no par value per share ("Wilshire Bank Common Stock") shall be treated as follows at the Effective Time: (i) each share of BBCN Bank Common Stock issued and outstanding immediately prior to the Effective Time shall remain an issued and outstanding share of BBCN Bank Common Stock; and (ii) each share of Wilshire Bank Common Stock issued and outstanding immediately prior to the Effective Time shall be automatically canceled by operation of law without consideration and cease to be an issued and outstanding share of Wilshire Bank Common Stock.
- 4. <u>Directors and Officers of the Surviving Bank</u>. On or prior to the Effective Time, BBCN Bank shall cause the number of directors that shall comprise the board of directors of the Surviving Bank at the Effective Time to be 16. Of the members of the initial board of directors of the Surviving Bank at the Effective Time, nine (9) shall be current members of the board of directors of BBCN Bank as designated by BBCN Bank prior to the Effective Time, and seven (7) shall be current members of the board of directors of Wilshire Bank as designated by Wilshire Bank prior to the Effective Time.
- 5. Procurement of Approvals. This Bank Merger Agreement shall be subject to the approval of WIBC, as the sole shareholder of Wilshire Bank, and BBCN, as the sole shareholder of BBCN Bank, at meetings to be called and held or by consent in lieu thereof in accordance with the applicable provisions of law and their respective organizational documents. Wilshire Bank and BBCN Bank shall use their commercially reasonable best efforts to proceed expeditiously and cooperate fully in the procurement of any other consents and approvals and in the taking of any other action, and the satisfaction of all other requirements prescribed by applicable law or otherwise necessary for the consummation of the Bank Merger on the terms provided herein, including, without limitation, the preparation and submission of such applications or other filings for approval of the Bank Merger as may be required by applicable laws and regulations.

6. Conditions Precedent. The obligations of the Parties under this Bank Merger Agreement shall be subject to: (a) the approvals of this Bank Merger Agreement by WIBC, as the sole shareholder of Wilshire Bank, and BBCN, as the sole shareholder of BBCN Bank, at meetings duly called and held or by consent or consents in lieu thereof, in each case without any exercise of such dissenters' rights as may be applicable; (b) receipt of approval of the Bank Merger from all governmental and banking authorities whose approval is required by applicable laws and regulations; and (c) the consummation of the Merger pursuant to the Agreement at or before the Effective Time.

7. General Provisions.

- (a) <u>Termination and Agreement</u>. The obligations of the Parties to effect the Bank Merger shall be subject to all the terms and conditions contained in the Agreement. This Bank Merger Agreement shall terminate, without any further action of any Party, notwithstanding shareholder approval, in the event that the Agreement shall be terminated as provided therein prior to the Effective Time.
- (b) Amendment. This Bank Merger Agreement may not be amended, modified or supplemented except by an instrument in writing signed on behalf of each of the Parties at any time prior to the Effective Time.
- (c) <u>Successors and Assigns</u>. This Bank Merger Agreement shall be binding upon and enforceable by the Parties and their respective successors and permitted assigns, but this Bank Merger Agreement may not be assigned by any Party, by operation of law or otherwise, without the prior written consent of the other Party.
- (d) Governing Law. This Bank Merger Agreement shall be governed by and construed in accordance with the laws of the State of California (without giving effect to choice of law principles thereof).
- (e) <u>Counterparts</u>. This Bank Merger Agreement may be executed in counterparts (which counterparts may be delivered by facsimile or other commonly used electronic means), each of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Wilshire Bank and BBCN Bank have caused this Bank Merger Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first set forth above.

WILSHIRE BANK

By: _____ Name: Jae Whan Yoo

Title: President & Chief Executive Officer

Name: Lisa K. Pai Title: Secretary

BBCN BANK

Title: President & Chief Executive Officer

Title: Secretary

IN WITNESS WHEREOF, Wilshire Bank and BBCN Bank have caused this Bank Merger Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first set forth above.

WILSHIRE BANK

By:	
Name:	Jae Whan Yoo
Title:	President & Chief Executive Officer
Ву:	
Name:	Lisa K. Pai
Title:	Secretary

BBCN BANK

Name: Kevic S. Kim

Title: President & Chief Executive Officer

Name: David W. Kim

Title: Secretary

BBCN BANK OFFICERS' CERTIFICATE AGREEMENT OF BANK MERGER

The undersigned, Kevin S. Kim and David W. Kim, hereby certify that:

- 1. They are the duly elected, acting and qualified President and Chief Executive Officer and Secretary, respectively, of BBCN Bank, a California-state chartered bank.
- 2. The principal terms of the Agreement of Bank Merger in the form attached to this Certificate (the "Bank Merger Agreement") providing for the merger (the "Merger") of Wilshire Bank, a California-state chartered bank, with and into BBCN Bank, were duly approved by the board of directors of BBCN Bank and the shareholders of BBCN Bank.
- 3. The authorized capital stock of BBCN Bank consists of 100 shares of common stock. Immediately prior to the consummation of the Merger, BBCN Bank has 100 shares of common stock issued. All issued and outstanding shares of common stock were entitled to vote upon the Merger. A vote of more than fifty percent (50%) of the outstanding shares of common stock of BBCN Bank was required to approve the Merger.
- 4. The shareholder approval was by the holders of 100% of the outstanding shares of BBCN Bank common stock, which vote exceed the vote required.

We further declare under penalty of perjury under the laws of the State of California that matters set forth in this certificate are true and correct of our own knowledge.

Date: July 29, 2016

By:

Name: Kevin S. Kim

Title: President & Chief Executive Officer

Name: David W. Kim

Title:

Secretary

WILSHIRE BANK OFFICERS' CERTIFICATE AGREEMENT OF BANK MERGER

The undersigned, Jae Whan Yoo and Lisa K. Pai, hereby certify that:

- 1. They are the duly elected, acting and qualified President and Chief Executive Officer and Secretary, respectively, of Wilshire Bank, a California-state chartered bank.
- 2. The principal terms of the Agreement of Bank Merger in the form attached to this Certificate (the "Bank Merger Agreement") providing for the merger (the "Merger") of Wilshire Bank with and into BBCN Bank, a California-state chartered bank, were duly approved by the board of directors of Wilshire Bank and the shareholders of Wilshire Bank.
- 3. The authorized capital stock of Wilshire Bank consists of 40,000,000 shares of common stock. Immediately prior to the consummation of the Merger, Wilshire Bank has 13,967,536 shares of common stock issued. All issued and outstanding shares of common stock of Wilshire Bank were entitled to vote upon the Merger. Approval by all the outstanding shares of common stock of Wilshire Bank was required to approve the Merger.
- 4. The shareholder approval was by the sole holder of all the outstanding shares of Wilshire Bank common stock.

We further declare under penalty of perjury under the laws of the State of California that matters set forth in this certificate are true and correct of our own knowledge.

Date: July 29, 2016

ву:

Name: Jae Whan Yoo

Title: President & Chief Executive Officer

By:

Name: Lisa K. Pai Title: Secretary

DEPARTMENT OF BUSINESS OVERSIGHT

Ensuring a Pair and Secure Financial Services Marketplace for all Californians



Jan Lynn Owen **Commissioner of Business Oversight**

November 22, 2013

Peter G. Weinstock Hunton & Williams LLP Fountain Place 1445 Rose Avenue, Suite 3700 Dallas, Texas 75202-2799

> Wilshire-Sachan Merger - Endorsed Agreement-Pursuant to FC § 4880 et seq. Re:

Dear Mr. Weinstock:

Enclosed is an endorsed filed copy of the Agreement of Bank Merger (Agreement) for the merger of Sachan Bank (Disappearing Bank) with and into Wilshire Bank (Bank) pursuant to Financial Code § 4880 et seq. (Merger). The Agreement was filed by the Commissioner as of 2:00 p.m. Pacific Time, November 20, 2013. At that time, the Merger became effective for all purposes pursuant to Financial Code § 4887(b).

Please contact the undersigned at 213.897.2172 if you have any questions.

Very truly yours,

Jan Lynn Owen Commissioner

Department of Business Oversight

By Wallace M. Wong en in Morre

WMW:dlt Enclosures

Federal Reserve Bank, San Francisco (w/o enclosure) cc:

Federal Deposit Insurance Corporation, San Francisco (w/o enclosure)

Department of Business Oversight, Los Angeles (w/o enclosure)

1515 K Street, Suite 200 Sacramento, CA 95H14-40S2 (916) 445-2795

> 1810 13° Sirect Sacramento, CA 45B11 (914) 322-5966

One Sansome Street, Suite 600 San Francisco, EA 94104-4420 [415] 972-8565

45 Fremont Street, Spice 1700 San Francisco, Co. 94105 (415) 263-1500

320 West 44 Street, Some 750 Lus Angules, CA 90013-2344 (213) 576-7500

1810 S. Spring Street, Sides 15513 Les Augeles, CA 90013 4213) 697-2085

1350 Front Street, Room 2031 San Biogo, CA 92701-3697 (619) 525-4232

7575 Metropolitan Delve, Nutic 305 San Dignu, CA 92108 (619) 6/12-7227

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FILED JEM Secretary of State State of California

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Business dyuraight

By LALLAGE M. Wong

Wallace M. Wong

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Approved

Jen Lynn Owen

Commissioner of

November 18, 2013

AGREEMENT OF BANK MERGER

THIS ACREEMENT OF BANK MERGER, dated as of November 18, 2013 (this "Bank Merger Agreement"), is entered into between Wilshire Bank ("Wilshire Bank"), a California state-chartered bank and a wholly owned subsidiary of Wilshire Bancorp, Inc., a California corporation ("Wilshire"), and Sachan Bank, a California state-chartered bank and a wholly owned subsidiary of Sachan Bancorp, a California corporation ("Sachan"). Wilshire Bank and Sachan Bank are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, Wilshire, WS Merger Acquisition Corp., a wholly-owned subsidiary of Wilshire ("Newco") and Sashan entered into an Agreement and Plan of Merger, dated as of July 15, 2013 (the "Agreement"), providing, among other things, for the merger of Sashan with and into Newco (the "Merger"), with Sashan as the surviving corporation in the Merger; and

WHEREAS, in connection with the Merger, Wilshire and Sachan desire to merge Sachan Bank with and into Wilshire Bank (the "Bank Merger") concurrently with or as soon as reasonably practicable after the consummation of the Merger upon the terms and subject to the conditions set forth in this Bank Merger Agreement and the Agreement.

NOW, THEREPORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreement set forth in this Bank Merger Agreement and the Agreement, subject to the conditions set forth in this Bank Merger Agreement and the Agreement, and intending to be legally bound hereby, the Parties agree as follows:

- 1. <u>Biffective Time.</u> Upon the terms and subject to the conditions set forth in this Bank Merger Agreement and the Agreement, concurrently with or as soon as reasonably practicable after the consummation of the Merger, Wilshire Bank and Saehan Bank shall cause the Bank Merger to be consummated by filing a copy of this Bank Merger Agreement, certified by the Secretary of State of the State of California pursuant to Section 1103 of the California General Corporation Law (the "CGCL"), with the Commissioner of the Department of Bushness Oversight of the State of California pursuant to Section 4887 of the California Financial Code (the "CFC"). The Bank Merger shall become effective upon the time and date of such filing (the "Effective Time").
- 2. The Merger. Wilshire Bank shall be the surviving bank in the Bank Merger (the "Surviving Bank"). At the Effective Time, Sachan Bank shall be merged with and into Wilshire Bank and the separate existence of Sachan Bank shall cease. The Bank Merger shall be governed by, and shall have the effects set forth in, the CGCL and the CFC.

3. Effects of the Merker,

- (a) At the Effective Time, the Surviving Bank shall succeed, without other transfer, to all the rights and properties, and shall be subject to all the debts and liabilities, of Sachan Bank, and the separate existence of Wilshire Bank, with all its purposes, objects, rights, powers, privileges, habilities, obligations and franchises, shall continue unaffected and unimpaired by the Bank Merger.
- (b) The articles of incorporation and the bylaws of Wilshire Bank, as in offect as of the Effective Time, shall be the Articles of Incorporation and Bylaws of the Surviving Bank, until PILED EFFECTIVE

2:00 p.m., Pacific Standard Time

November 20, 2013 JAN LYNN OWEN

Commissioner of

Senior Counsel.

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- (o) The shares of Sachan Bank common stock, no par value per share ("Sachan Bank Common Stock") and the shares of Wilshire Bank common stock, no par value per share ("Wilshire Bank Common Stock") shall be treated as follows at the Effective Time: (i) each share of Sachan Bank Common Stock issued and outstanding immediately prior to the Effective Time shall be sutomatically canceled without consideration and cease to be an issued and outstanding share of Sachan Bank Common Stock; and (ii) each share of Wilshire Bank Common Stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding.
- 4. <u>Directors and Officers of the Surviving Bank.</u> The directors and officers of Wilshire Bank shall be the directors and officers of Surviving Bank immediately on and after the Effective Time.
- 5. Procurement of Approvals. This Bank Morger Agreement shall be subject to the approval of Wilshire, as the sole stockholder of Wilshire Bank, and Sachan, as the sole stockholder of Sachan Bank, at meetings to be called and held or by consent in lieu thereof in accordance with the applicable provisions of law and their respective organizational documents. Wilshire Bank and Sachan Bank shall use their commercially reasonable best efforts to proceed expeditiously and cooperate fully in the procurement of any other consents and approvals and in the taking of any other action, and the satisfaction-of-all-other requirements prescribed by applicable law or otherwise necessary for the consummation of the Bank Merger on the terms provided herein, including, without limitation, the preparation and submission of such applications or other filings for approval of the Bank Merger as may be required by applicable laws and regulations.
- 6. Conditions Precedent. The obligations of the Parties under this Bank Merger Agreement shall be subject to: (a) the approvals of this Bank Merger Agreement by Wilshire, as the sole stockholder of Wilshire Bank, and Sachan, as the sole stockholder of Sachan Bank, at meetings duly called and held or by consent or consents in lieu thereof, in each case without any exercise of such dissenters' rights as may be applicable; (b) receipt of approval of the Bank Merger from all governmental and banking authorities whose approval is required by applicable laws and regulations; and (c) the consummation of the Merger pursuant to the Agreement at or before the Effective Time.

General Provisions.

- (a) <u>Termination and Agreement</u>. The obligations of the Parties to offect the Bunk Merger shall be subject to all the terms and conditions contained in the Agreement. This Bank Merger Agreement shall terminate, without any further action of either Party, notwithstanding stockholder approval, in the event that the Agreement shall be terminated as provided therein prior to the Effective Time.
- (b) Amendment. This Bank Merger Agreement may not be amended, modified or supplemented except by an instrument in writing signed on behalf of each of the Parties at any time prior to the Effective Time.
- (c) <u>Successors and Assigns</u>. This Bank Merger Agreement shall be binding upon and enforceable by the Parties and their respective successors and permitted assigns, but this Bank Merger Agreement may not be assigned by either Party, by operation of law or otherwise, without the prior written consent of the other Party.

- (d) Governing Law. This Bank Merger Agreement shall be governed by and construed in accordance with the laws of the State of California (without giving effect to choice of law principles thereof).
- (b) <u>Counterparts</u>. This Bank Merger Agreement may be executed in counterparts (which counterparts may be delivered by facelmile or other commanly used electronic means), each of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Wilshire Bank and Sachan Bank have caused this Bank Merger Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first set forth above.

WILSHIRE BANK	SAEHAN BANK	
By: _ \$ 622. 6402_	Ву:	
Name: Ling Yoo Thie: President and Chief Executive Officer	Name: 11 Young Kim Title: Chairman of the Board	
By: Ci Ca Pan	Ву:	
Namo: Lisa K. Pai Title: Scoretary	Name: Daniel Kim Title: Secretary	

IN WITNESS WHEREOF, Wilstilre Bank and Sachan Bank have caused this Bank Merger Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first set forth above.

By:
Name: J. W. Yoo
Title: President and Chief Executive Officer

By:
Name: Lian K. Pal
Title: Secretary

SARFIAN BANK

By:
Name: Lian K. Pal
Title: Secretary

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Certificate of Approval Of Agreement of Bank Merger

Il Young Kim, Chairman of the Board, and Daniel Kim, Secretary, certify that:

- 1. They are the chairman of the board and the secretary, respectively, of Sachan Bank, a California state bank (the "Bank").
- 2. The principal terms of the Agreement of Bank Merger in the form attached were duly approved by the board of directors and the by the sole shareholder of the Bank by a vote that equaled or exceeded the vote required.
- The shareholder approval was by the holder of 100% of the outstanding shares of the Bank.
- 4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 745,503.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: November 20., 2013

Il Young Kill, Chairman of the Board

Daniel Kim, Segretary

LAW OFFICES OF

PARK & LIM

S. YOUNG LIM
HEESOK PARK
DAVID B. BLOOM, APC
OF COUNSEL
SHELLEY A. SAGARA
DENNIS MCPHILLIPS
JESSIE Y. KIM
ADMITTED IN CALIFORNIA AND NEW YORK
JAMES E. ADLER
OF COUNSEL
RYAN J. DEROSE

3530 WILSHIRE BOULEVARD
SUITE 1300
LOS ANGELES, CALIFORNIA 90010
TELEPHONE (213) 386-5595
FAX (213) 384-7110
www.parkandlim.com



January 17, 2023

Via Federal Express

County of Riverside Treasurer -Tax Collector Attn: Excess Proceeds PO Box 12005 Riverside, CA 92502

Re:

APN: 580400002-7

TC 209 Item 385

Date of Sale: May 2, 2017

Dear Sir or Madam:

This law firm represents Bank of Hope (hereinafter "Bank"), successor in interest to Saehan Bank. This is in response to an email dated December 29, 2022, from Megan Montellano in the Tax Sale Operations Department, wherein she requested an original notarized Updated Statement of Monies Owed (as of date of tax sale). Enclosed please find the original notarized Declaration of Song Cho, the Senior Vice-President and Special Assets Administrator of Bank.

If you require additional information, please email me at: shelley@parkandlim.com. Thank you for your attention to this matter.

Very truly yours,

/s/ Shelley A. Sagara

SHELLEY A. SAGARA

Enclosure

DECLARATION OF SONG CHO

I, SONG CHO, hereby declare as follows:

- 1. I am employed as the Senior Vice-President and Special Assets Administrator for Bank of Hope, successor in interest to Wilshire Bank, the successor in interest to Plaintiff Sachan Bank ("Bank"). I am executing this Declaration based upon my personal knowledge of the facts contained herein and if called as a witness, I would and could competently testify hereto.
- 2. As the Special Assets Administrator with Bank, I am responsible for, among other things, reviewing credit files of bank customers who are delinquent in making payments on their loans, contacting bank customers about their delinquencies on their loans, making residential and business visits to bank customers to discuss delinquencies on their loans and to assess the status of security and collateral tendered by bank customers to Bank, evaluating the likelihood of repayment by bank customers on loans, determining whether to pursue repayment on loans through litigation, and following up on collection efforts once the Bank obtains a judgment on a delinquent loan.
- 3. It is part of Bank's business procedure to send a bank customer's credit file to the Special Assets Department once a loan is in default. As the Special Assets Administrator for Bank, I then maintain custody and control of the customer's credit file, including all loan documents, throughout the collection process. As the Special Assets Administrator for Bank, I am familiar with the books and records of Bank.
- 4. With respect to Bank's custom and practice for the keeping of business records, said documents and records were prepared or received by Bank's employees at or about the time of the transactions reflected in the record, and were prepared or received by a person whose duty it was to prepare or receive such records. These documents were prepared in the regular course of Bank's business at or near the time of the acts, conditions, and events described therein. These documents were also prepared by the personnel of Bank in the regular course of its business at or near the time of the acts, conditions, or events reflected thereon.
 - 5. As the Special Assets Administrator for Bank, I am personally familiar with the

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way that Bank's books and records pertaining to credit advances and payments on loans are maintained. When a bank customer first executes his loan documents with Bank, Bank sets up a credit file for the customer and assigns a bank employee from the department where the loan originated to input the specific details of the customer's loan into the bank's computer system. Bank has several bank branches throughout the State of California. All of the computer systems for Bank's bank branches are connected, thereby allowing bank employees from one branch to access information inputted by bank employees at another branch. Some of the information that gets inputted into the bank's computer system, includes, but is not limited to, the following: (a) amount of the loan; (b) dates that payments are due; (c) amount of each payment; (d) interest rate; (e) interest rate upon default; and (f) amount of late charges.

- 6. When a loan payment is made by one of Bank's customers, the department maintaining the loan (Small Business Administration Loan Department, International Loan Department, etc.) notes the payment as a credit to the customer's account using its computer system. The ordinary and usual practice of Bank is to record all advances of credit and all payments made at or near the time that the payments are received. I have personal knowledge of Bank's procedures to record all advances of credit and all payments made. Bank followed its ordinary and usual practice with respect to maintaining its books and records with respect to this transaction.
- 7. Bank's claim for surplus funds from the sale of certain real property owned by Sang Yeul Lee and Soon Ik Lee, legally described as:

PARCEL 24, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP 15951 ON FILE IN BOOK 91, PAGES 65 THROUGH 74 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

Assessor's Parcel Number 580400002-7 (the "Subject Property") is \$635,807.68 as of May 2, 2017, the date of the sale. Bank's claim is itemized as follows:

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

STATE OF CALIFORNIA
COUNTY OF Los Angeles
On January 13, 2023 before me, Un Shil Kang, Notary Public personally appeared
Song Cho who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (jes), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature UN SHIL KANG Notary Public - California Los Angeles County Commission # 2302337 My Comm. Expires Sep 17, 2023 Signature of Notary Public