

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 7/13/15

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

768A



FROM: Don Kent, Treasurer/Tax Collector

SUBMITTAL DATE:
 JUL 13 2015

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 196, Item 616, 617 & 618. Last assessed to: Stephen W. Woo and Eileen Y. Woo, husband and wife as joint tenants as to an undivided 1/2 interest and The Giesler Family Limited Partnership, a California Limited Partnership as to an undivided 1/2 interest. District 4 [\$49,505] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claims from Global Discoveries, Ltd, assignee for Stephen W. Woo and Eileen Y. Woo, last assesseees for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 675302016-0, 675302017-1 & 675302018-2;

(continued on page two)

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 April 29, 2013 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 20, 2013. 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 17, 2013 to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

(continued on page two)

Don Kent
 Don Kent

Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 49,505	\$ 0	\$ 49,505	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale

Budget Adjustment: N/A
For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE

BY: *Samuel Wong 8/10/15*
 Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: 4

Agenda Number:

9-19

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 196, Item 616, 617 & 618. Last assessed to: Stephen W. Woo and Eileen Y. Woo, husband and wife as joint tenants as to an undivided 1/2 interest and The Giesler Family Limited Partnership, a California Limited Partnership as to an undivided 1/2 interest. District 4 [\$49,505] Fund 65595 Excess Proceeds from Tax Sale.

DATE: JUL 13 2015

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Approve the claims from Giesler Family Limited Partnership, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 675302016-0, 675302017-1 & 675302018-2;
3. Deny the claims from Palm Canyon Villas Homeowners Association;
4. Deny the claims from The Giesler Family Ltd Partnership, Stephen W. Woo and Eileen Y. Woo, last assessee;
5. Authorize and direct the Auditor-Controller to issue warrants to Global Discoveries, Ltd., assignee for Stephen W. Woo and Eileen Y. Woo in the amount of \$24,752.74 and the Giesler Family Limited Partnership in the amount of \$24,752.74, 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.

BACKGROUND:

Summary (continued)

The Treasurer-Tax Collector has received twelve claims for excess proceeds:

1. Claims from Global Discoveries, Ltd., assignee for Stephen W. Woo and Eileen Y. Woo based an Assignment of Right to Collect Excess Proceeds dated June 10, 2014 and a Grant Deed recorded May 16, 2008 as Instrument No. 2008-0263415.
2. Claims from the Giesler Family Limited Partnership based on a Grant Deed recorded May 16, 2008 as Instrument No. 2008-0263415 and the Limited Partnership Agreement.
3. Claims from Palm Canyon Villas Homeowners Association based on Abstract of Judgments recorded February 3, 2012 as Instrument Nos. 2012-0051911 and recorded April 17, 2013 as Instrument No. 2013-0180239.
4. Claims from the Giesler Family Ltd Partnership, Stephen W. Woo and Eileen Y. Woo based on a Grant Deed recorded May 16, 2008 as Instrument No. 2008-0263415.

Pursuant to Section 4675 (a), (b) & (e) of the California Revenue and Taxation Code, it is the recommendation of this office that Global Discoveries, Ltd., assignee for Stephen W. Woo and Eileen Y. Woo be awarded excess proceeds in the amount of \$24,752.74 and that the Giesler Family Limited Partnership be awarded excess proceeds in the amount of \$24,752.74. The claims from Palm Canyon Villas Homeowners Association be denied since they have withdrawn their claims and the claims from The Giesler Family Ltd Partnership, Stephen W. Woo and Eileen Y. Woo be denied due to The County of Riverside having already received valid claims from The Giesler Family Ltd Partnership and Stephen W. Woo and Eileen Y. Woo assigning their rights to claim excess proceeds to Global Discoveries, Ltd. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

EP 196	Item 616	\$20,029.01
EP 196	Item 617	\$18,158.01
EP 196	Item 618	\$11,318.46
TOTAL		\$49,505.48

Impact on Citizens and Businesses

Excess proceeds are being released to the last assesseees of the properties.

ATTACHMENTS (if needed, in this order):

Copies of the Excess Proceeds Claim forms and supporting documentation are attached.

CLAIM SUMMARY

Date: June 19, 2014
To: Riverside County Treasurer and Tax Collector
Assessors Parcel Number: 675302016-0
Last Assessee: WOO STEPHEN W & EILEEN Y
Sale Date: 4/25/2013
TC: TC 196
Item Number: 616
Deadline: 6/20/2014

Dear Treasurer/Tax Collector:

1. Claimant(s): Global Discoveries, Ltd.

The following proof of claim(s) for excess proceeds and documents are attached:

1. Grant Deed granting 50% interest to Stephen W. and Eileen Y. Woo as Document Number: 2008-0263415, Recorded in Riverside County on 05/16/2008.
2. Declaration of one and the Same Persons
3. Assignment of Rights To Collect Excess Proceeds signed by Stephen W. and Eileen Y. Woo
4. Claim form(s) signed by Global Discoveries
5. Photo IDs' for Assignors': Stephen W. and Eileen Y. Woo

Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

- One warrant in the amount of \$10,014.51 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries Ltd. and mailed to P.O. Box 1748, Modesto, CA 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Managing Member, at (209) 593-3913, or e-mail to jed@gd-ltd.com.

The Client(s) and the staff of Global Discoveries, Ltd., thank you in advance for your timely review and approval of the attached claim(s).

Certified Tracking Number: 7014-0510-0001-4046-0232

WHEN RECORDED MAIL TO:

Stephen W. Woo
Eileen Y. Woo
26 Champagne Circle
Rancho Mirage, CA 92270

DOC # 2008-0263415

05/16/2008 08:00A Fee:9.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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806

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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM 806

A.P.N.: 675-302-016, 675-302-017, 675-302-018

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: 0.00

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- unincorporated area: City of Cathedral City

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

The Giesler Family Limited Partnership, a California Limited Partnership

hereby GRANTS(S) to

Stephen W. Woo and Eileen Y. Woo, husband and wife as Joint Tenants as to an undivided one-half interest and
The Giesler Family Limited Partnership, a California Limited Partnership as to an undivided one-half interest in

the following described property in the, County of Riverside, State of California:

Lots 1255, 1256, and 1257, Palm Springs Panorama No. 2, as shown by Map on file in Book 39
of Maps, Page(s) 79 to 82, inclusive, records of Riverside County, CA.

Michele Giesler GP

Michele Giesler - General Partner
The Giesler Family Limited Partnership

Document Date: December 9, 2005

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

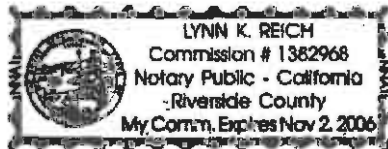
On December 9, 2005 before me, Lynn K Reich, Notary Public

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

WITNESS my hand and official seal.

Signature Lynn K Reich

This area for official notarial seal.



Public Record

DECLARATION
OF ONE AND THE SAME PERSON(S)

I/We, Stephen W. and Eileen Y. Woo, do hereby declare:

1. I/We are over the age of 18 and resident(s) of Rancho Mirage, CA. The facts set forth herein are true of our own personal knowledge. If called to testify as witnesses in a judicial proceeding, I/We could, and would, testify truthfully and competently thereto.
2. I/We, Stephen W. and Eileen Y. Woo are one and the same people who are mentioned on the referenced Grant Deed as Document Number: 2008-0263415, Recorded in Riverside County on 05/16/2008.
3. I, Stephen W. Woo am one and the same person as Stephen WANTAT Woo Stephen W. Woo and Stephen Woo.
4. I, Eileen Y. Woo am one and the same person as Eileen Yunice Woo and Eileen Woo.
5. I/We, Stephen W. and Eileen Y. Woo assigned the excess proceeds to Global Discoveries, Ltd., for Riverside County Assessors Parcel Number(s) 675-302016-0 675-302017-1 & 675-302-018-2 on 6-10-2014.

I/We declare under penalty of perjury that the foregoing is true and correct. Executed this 10th day of June, 2014, at Rancho Mirage

x [Signature]
Stephen W. Woo

x [Signature]
Eileen Y. Woo

JURAT

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this

10th day of June, 2014, by
Date Month Year
Stephen W. Woo & Eileen Y. Woo
Name of Signer



proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature]
Signature of Notary Public

(Place Notary Seal Above)

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to GLOBAL DISCOVERIES, LTD. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 675302016-0, Tax Sale Number 96 Item 616 public auction on 4/25/2013 sold at available for refund is \$ 20,029.01+/-. I understand that the total of excess proceeds FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

[Signature] 6-10-14
Stephen W. Woo
Eileen Y. Woo 6-10-14 (Date)
Eileen Y. Woo (Date)

Stephen W. and Eileen Y. Woo
(Name Printed)

Tax ID/SS(s)# _____

26 CHAMPAGNE CIRCLE
(Address)

RONCITO MIRAGE CA 92570
(City/State/Zip)

STATE OF CALIFORNIA)
COUNTY OF Riverside)ss.

760-328-6168
(Area Code/Telephone Number)

On June 10, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen W. Woo & Eileen Y. Woo Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
[Signature]
(Signature of Notary)



I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.

[Signature]
(Signature of Assignee)

Jed Byerly, Managing Member S.B.
Chief Operating Officer
(Name Printed)

Tax ID/SS# 77-0558969

Global Discoveries, Ltd.
(Address)

STATE OF CALIFORNIA)
COUNTY OF Stanislaus)

P.O. Box 1748
Modesto, California 95353-1748
(City/State/Zip)

On 6/19/14, before me, the undersigned, a Notary Public in and for said State, personally appeared ***Jed Byerly*** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
[Signature]
(Signature of Notary)



See Attached

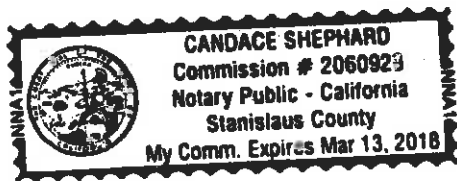
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Stanislaus }

On 6/19/14 before me, Candace Shepard - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jeol Bynry
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 675302016-0
Tax Sale Number: TC 196
Item Number: 616
Date of Sale: 4/25/2013

The undersigned claimant, Global Discoveries, Ltd., claims \$10,014.51+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation:

Please refer to Claim Summary and attached Documents

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

Executed this 19th day of JUNE, 2014 at Modesto, California.

By: [Signature]
Jed Byerly, Managing Member
Global Discoveries Ltd. Tax ID # 77-0558969
P.O. Box 1748
Modesto, CA 95353-1748

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of California

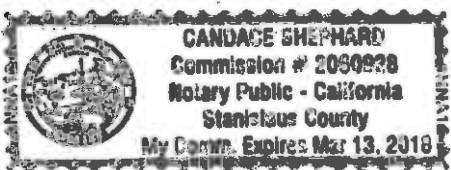
County of Stanislaus

On 6/19/14 before me, Candace Shepard-Notary Public, personally appeared
(Date) (here insert name and title of the officer)
Jed Byerly

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

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

WITNESS my hand and official seal
[Signature] (seal)
Signature of Notary Public



CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 675302017-1
Tax Sale Number: TC 196
Item Number: 617
Date of Sale: 4/25/2013

The undersigned claimant, Global Discoveries, Ltd., claims \$9,079.01+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation:

Please refer to Claim Summary and attached Documents

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

Executed this 19th day of June, 2014 at Modesto, California.

By: [Signature]
Jed Byerly, Managing Member
Global Discoveries Ltd. Tax ID # 77-0558969
P.O. Box 1748
Modesto, CA 95353-1748

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of California

County of Stanislaus

On 6/19/14 before me, Candace Shephard - Notary Public, personally appeared
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Signature] (seal)
Signature of Notary Public



CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 675302018-2
Tax Sale Number: TC 196
Item Number: 618
Date of Sale: 4/25/2013

The undersigned claimant, Global Discoveries, Ltd., claims \$5,659.23+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation:

Please refer to Claim Summary and attached Documents

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

Executed this 19th day of JUNE, 2014 at Modesto, California.

By: [Signature]
Jed Byerly, Managing Member
Global Discoveries Ltd. Tax ID # 77-0558969
P.O. Box 1748
Modesto, CA 95353-1748

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of California

County of Stanislaus

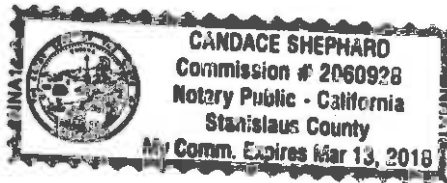
On 6/19/14 before me, Candace Shephard - Notary Public, personally appeared
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal

[Signature] (seal)
Signature of Notary Public





Ken Kelly



OREGON

DRIVER LICENSE

[Redacted]

DOB 08/16/1948

SEX M

HT 500

HAIR BRN

EYES GRN

DOB 08/16/1948

ISSUE DATE

EXPIRES

SEX M
HT 500
HAIR BRN
EYES GRN
DOB 08/16/1948



7014 0510 0001 4046 0232

TREASURER-TAX COLLECTOR
DATA/MAILROOM

JUN 24 2014

RECEIVED

Global Discoveries, Ltd
1120 13th Street, Suite A.
Modesto, CA 95354

Desiree Taylor
Tax Sale Operations-Excess Proceeds Dept
Riverside County
4080 Lemon St. 4th Floor



02 1P
0003945878 JUN 20 2014
MAILED FROM ZIP CODE 95354



PITNEY BOWES
0119.0000

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED

To: Don Kent, Treasurer-Tax Collector

2014 APR 29 AM 11:01

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

TC 196 Item 616 Assessment No.: 675302016-0

Assessee: WOO, STEPHEN W & EILEEN Y & GIESLER FAMILY LTD PARTNERSHIP

Situs:

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014

(We) pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 21,983.20 from the sale of the above mentioned real property. (We) were the lienholder(s), 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. 2005-1008072; recorded on 12/06/2005. A copy of this document is attached here to. (We) are the rightful claimants by virtue of the attached assignment of interest. (We) have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Recorded County of Riverside
Parcel No. 675-302-016

If the property is held in Joint Tenancy, the taxsale 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 portion of the claim.

(We) affirm under penalty of perjury that the foregoing is true and correct.

Executed this 25 day of April, 2014 at Riverside CA
County, State

Michael Giesler General Partner
Signature of Claimant

Signature of Claimant

Giesler Family Limited Partnership
Print Name

Print Name

P.O. Box 5763
Street Address

Street Address

Palm Springs CA 92263-5763
City, State, Zip

City, State, Zip

760-567-6000
Phone Number

Phone Number

e-mail: giesler@slicedfresh.com

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED

2014 APR 29 AM 11:10
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 196 Item 617 Assessment No.: 675302017-1

Assessee: WOO, STEPHEN W & EILEEN Y & GIESLER FAMILY LTD PARTNERSHIP

Situs:

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014

We pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 20,112.20 from the sale of the above mentioned real property. We were the lienholder(s), 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. 2005-1008072; recorded on 12/06/2005. A copy of this document is attached here to. We are the rightful claimants by virtue of the attached assignment of interest. We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Grant Deed Doc # 2005-1008072
Recorded County of Riverside
Parcel No. 675-302-017

If the property is held in Joint Tenancy, the taxsale 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 portion of the claim.

We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 25 day of April, 2014 at Riverside CA
County, State

Michal Mesler General Partner
Signature of Claimant Signature of Claimant

Giesler Family Limited Partnership
Print Name Print Name

P.O. Box 5763
Street Address Street Address

Palm Springs, CA 92263-5763
City, State, Zip City, State, Zip

760-567-6000
Phone Number Phone Number

e-mail: giesler@slieedfresh.com

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED

To: Don Kent, Treasurer-Tax Collector

2014 APR 29 AM 11:08

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

TC 196 Item 618 Assessment No.: 675302018-2

Assessee: WOO, STEPHEN W & EILEEN Y & GIESLER FAMILY LTD PARTNERSHIP

Situs:

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 13,272.65 from the sale of the above mentioned real property. I/We were the lienholder(s), 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. 2005-1008072; recorded on 12/06/2005. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Grant Deed Doc # 2005-1008072
Recorded County of Riverside
Parcel No. 675-302-018

If the property is held in Joint Tenancy, the taxsale 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 portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 25 day of April, 2014 at Riverside CA
County, State

Michelle Musty General Partner
Signature of Claimant

Signature of Claimant

Giesler Family Limited Partnership
Print Name

Print Name

PO Box 5763
Street Address

Street Address

Palm Springs CA 92263-5763
City, State, Zip

City, State, Zip

760-567-6000
Phone Number

Phone Number

email: giesler@slicedfresh.com

WHEN RECORDED MAIL TO:

Stephen W. Woo
Eileen Y. Woo
26 Champagne Circle
Rancho Mirage, CA 92270

DOC # 2008-0263415

05/16/2008 08:00A Fee:9.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM 806

A.P.N.: 675-302-016, 675-302-017, 675-302-018

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: 0.00
 computed on full value of property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale,
 unincorporated area: City of Cathedral City

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

The Giesler Family Limited Partnership, a California Limited Partnership

hereby GRANTS(S) to

Stephen W. Woo and Eileen Y. Woo, husband and wife as Joint Tenants as to an undivided one-half interest and
The Giesler Family Limited Partnership, a California Limited Partnership as to an undivided one-half interest in

the following described property in the, County of Riverside, State of California:

Lots 1255, 1256, and 1257, Palm Springs Panorama No. 2, as shown by Map on file in Book 39
of Maps, Page(s) 79 to 82, inclusive, records of Riverside County, CA.

Michele Giesler GP

Michele Giesler - General Partner
The Giesler Family Limited Partnership

Document Date: December 9, 2005

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

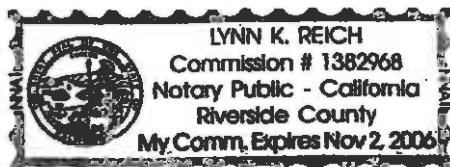
On December 9, 2005 before me, Lynn K Reich, Notary Public
personally appeared Michele Giesler

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

WITNESS my hand and official seal.

Signature Lynn K Reich

This area for official notarial seal.



ORANGE COAST TITLE CO.

RECORDING REQUESTED BY:

The Heritage Escrow Company

AND WHEN RECORDED MAIL TO:

AND MAIL TAX STATEMENT TO:

Glesler Family Limited Partnership
255 N. El Cielo Rd., Ste. #233
Palm Springs, CA 92262

Order No. IE-030292-01
Escrow No. 204-10044-KW
Parcel No. 675-302-016, 675-302-017,
675-302-018

DOC # 2005-1008072

12/06/2005 08:00A Fee:10.00

Page 1 of 2 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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A	R	L				COPY	LONG	REFUND	NCHG

TRA 019-051

GRANT DEED

10

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS \$313.50 and CITY \$

X computed on full value of property conveyed, or
_____ computed on full value less liens or encumbrances remaining at the time of sale.
_____ unincorporated area: X City of Cathedral City



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Rene Montez and Maria Dolores Montez, also know as M. Dolores Montez, husband and wife

hereby GRANTS to The
Glesler Family Limited Partnership, a California limited Partnership

the following described real property in the County of Riverside, State of California:

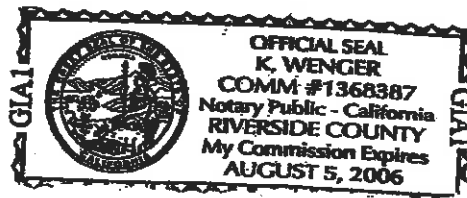
Lots 1255, 1256 and 1257, PALM SPRINGS PANORAMA NO. 2, as shown by Map on file in Book 39
of Maps, Page(s) 79 to 82, inclusive, records of Recorder County, CA.

Date October 21, 2005

[Signature]
Rene Montez

[Signature]
Maria Dolores Montez

STATE OF CALIFORNIA }
COUNTY OF Riverside } S.S.



On December 12, 2005, before me, Kathy Wenger, a
Notary Public in and for said County and State, personally appeared

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

WITNESS my hand and official seal
Signature [Signature]

10-21-05

Under the provisions of Government Code 27361.7, I certify, under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: K. WENGER

COMMISSION #: 1368387

PLACE OF EXECUTION: RIVERSIDE

DATE COMMISSION EXPIRES: 8-5-06

Date: 12-6-05

Signature 

Print Name: KATHLEEN M. BRYANT, FOR ORANGE COAST TITLE COMPANY

COUNTY OF RIVERSIDE
OFFICE OF THE TREASURER-TAX COLLECTOR
SALE OF TAX DEFAULTED PROPERTY - TC196
APRIL 25, 2013 - APRIL 29, 2013

<u>ITEM#</u>	<u>ASSESSMENT#</u>	<u>STATUS</u>	<u>SALE PRICE</u>
586	663430017-0	NO BID	
587	664110024-4	NO BID	
588	664110025-5	NO BID	
589	664220026-6	NO BID	
590	664230025-6	NO BID	
591	665030040-8	NO BID	
592	665040006-9	SOLD	\$3,200.00
593	665131036-7	NO BID	
594	665132004-1	SOLD	\$5,100.00
595	665133004-4	NO BID	
596	665142004-2	NO BID	
597	666090010-4	SOLD	\$31,210.00
598	666090013-7	REDEEMED	
599	666160005-6	SOLD	\$19,400.00
600	666160006-7	NO BID	
601	666160023-2	SOLD	\$10,110.00
602	666180016-8	SOLD	\$8,608.00
603	666310011-4	REDEEMED	
604	667120001-5	REDEEMED	
605	668040015-8	NO BID	
606	668230002-3	INCOMPLETE	
607	668230004-5	SOLD	\$17,100.00
608	669194018-4	SOLD	\$2,839.00
609	669260004-5	REDEEMED	
610	669382003-1	REDEEMED	
611	669395019-6	SOLD	\$58,100.00
612	669401016-1	REDEEMED	
613	669413018-0	SOLD	\$85,100.00
614	669550030-4	REDEEMED	
615	670355002-6	REDEEMED	
616	675302016-0	SOLD	\$32,100.00
617	675302017-1	SOLD	\$32,200.00
618	675302018-2	SOLD	\$25,388.00
619	675363001-5	REDEEMED	
620	675363002-6	REDEEMED	
621	677050024-3	REDEEMED	
622	677071026-0	REDEEMED	
623	677383005-5	OFF SALE	
624	677502002-9	REDEEMED	
625	678313012-1	REDEEMED	
626	680053009-3	REDEEMED	
627	680212014-8	REDEEMED	
628	680222033-6	SOLD	\$18,600.00
629	680432021-4	REDEEMED	
630	685236016-9	REDEEMED	

Green, Shawana

From: Green, Shawana
Sent: Wednesday, March 04, 2015 4:35 PM
To: 'Michele'
Subject: RE: Excess proceeds refund status

Your files have been pulled, however, please keep in mind that the excess proceeds process is a long process and can take up to 8 months until it is complete. In reviewing the claim for the Giesler Family LTD Partnership, we are going to need a copy of a statement of domestic stock or business license or something showing that Michael Giesler has the authority to sign on behalf of the Partnership.

Also, there are other claimants that have filed that we will need additional documentation from and will require that we give them time to submit those documents.

Shawana Green
County of Riverside
Treasurer-Tax Collector
ssgreen@co.riverside.ca.us

From: Michele [<mailto:iluvpalmsprings@aol.com>]
Sent: Wednesday, March 04, 2015 2:09 PM
To: Green, Shawana
Cc: giesler@slicedfresh.com
Subject: Re: Excess proceeds refund status

Hello, I just tried to call but no one was available to answer my question, " why haven't we received our refund yet?". We need this refund as soon as possible.
Thank you for your prompt attention,
The Gieslers

-----Original Message-----

From: Green, Shawana <SSGreen@co.riverside.ca.us>
To: [iluvpalmsprings](mailto:iluvpalmsprings@aol.com) <iluvpalmsprings@aol.com>
Sent: Mon, Feb 9, 2015 10:22 am
Subject: RE: Excess proceeds refund status

Good morning,

We have been and are still working on excess proceeds claims from previous tax sales, so we have just recently started processing excess proceeds claims for the tax sale of your previous lots. We have pulled your files and will begin working on them as soon as possible.

Shawana Green
County of Riverside
Treasurer-Tax Collector
ssgreen@co.riverside.ca.us

From: Taxsale, TaxCollector
Sent: Monday, February 09, 2015 7:18 AM
To: Green, Shawana
Subject: FW: Excess proceeds refund status

Norma Alum

From: Michele [<mailto:iluvpalmsprings@aol.com>]
Sent: Friday, February 06, 2015 2:35 PM
To: Taxsale, TaxCollector
Cc: giesler@slicedfresh.com
Subject: Excess proceeds refund status

Hello,
I'm writing to find out when we will receive our refund of excess proceeds you received from the sale of three lots of ours.
parcels: 675302016-0
675302017-1
675302018-2

my cell # 760-567-3208
my e-mail is : iluvpalmsprings@aol.com

Thank you,
The Gieslers

Green, Shawana

From: Green, Shawana
Sent: Thursday, March 05, 2015 2:04 PM
To: 'Michele'
Cc: giesler@slicedfresh.com
Subject: RE: Excess proceeds refund status

You can send your documentation to our office at Riverside County Treasurer-Tax Collector, Attn: Excess Proceeds, P.O. Box 12005, Riverside, CA 92502.

If you would like to know the other claimants, we will need a written request along with payment for copies of the claims. The fee would be \$9.61. You may send it to the address above.

Shawana Green
County of Riverside
Treasurer-Tax Collector
ssgreen@co.riverside.ca.us

From: Michele [<mailto:iluvpalmsprings@aol.com>]
Sent: Thursday, March 05, 2015 1:13 PM
To: Green, Shawana
Cc: giesler@slicedfresh.com
Subject: Re: Excess proceeds refund status

Hi Shawana,
I know you and staff are busy, but we filed last spring and we were told up to several months then. And last November they told me to call back in January, so I did. Here we are in March, surely this case can be completed in this time frame. Where and how to we send you the documents you are requesting? Who else is in our right to claim the excess sale funds?

Best regards, The Giesler Family L.P.
Michele Giesler

-----Original Message-----

From: Green, Shawana <SSGreen@co.riverside.ca.us>
To: Michele <iluvpalmsprings@aol.com>
Sent: Wed, Mar 4, 2015 4:35 pm
Subject: RE: Excess proceeds refund status

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County of Riverside
Treasurer-Tax Collector
ssgreen@co.riverside.ca.us

From: Michele [<mailto:iluvpalmsprings@aol.com>]
Sent: Wednesday, March 04, 2015 2:09 PM
To: Green, Shawana
Cc: giesler@slicedfresh.com
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The Gieslers

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Subject: FW: Excess proceeds refund status

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Subject: Excess proceeds refund status

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parcels: 675302016-0
675302017-1
675302018-2

my cell # 760-567-3208
my e-mail is : iluvpalmsprings@aol.com

Thank you,
The Gieslers

From: Green, Shawana <SSGreen@co.riverside.ca.us>
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Cc: giesler <giesler@silcedfresh.com>
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Date: Thu, Mar 5, 2015 2:04 pm

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And last November they told me to call back in January, so I did.

Here we are in March, surely this case can be completed in this time frame.

Where and how to we send you the documents you are requesting?

Who else is in our right to claim the excess sale funds?

Best regards, The Giesler Family L.P.
Michele Giesler

Call 760-567-3208

—Original Message—

Refund Request

Excess Proceeds

Lots: 675302016-0

675302017-1

675302018-2

The Giesler Family L.P.

760-567-6000/760-567-3208

THIS

LIMITED PARTNERSHIP AGREEMENT

prepared for

**THE GIESLER FAMILY
LIMITED PARTNERSHIP**

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of
THE GIESLER FAMILY
LIMITED PARTNERSHIP

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LIMITED PARTNERSHIP AGREEMENT

of the

THE GIESLER FAMILY LIMITED PARTNERSHIP

This Limited Partnership Agreement ("Agreement") of THE GIESLER FAMILY LIMITED PARTNERSHIP, a California Limited Partnership is deemed to be entered into this 1 day of April, 1993, by and between MICHAEL S. GIESLER and MICHELE GIESLER ("General Partners") and those persons listed on the Schedule of Partners, attached hereto as Exhibit "A" ("Limited Partners") for the purpose of creating a Limited Partnership pursuant to the following terms and conditions:

ARTICLE ONE

CREATION OF THE PARTNERSHIP

Section 1.1 Definitions

- (a) Act. The California Revised Uniform Limited Partnership Act and any amendments thereto.
- (b) Agreement. The Agreement of Limited Partnership and any valid written amendments thereto.
- (c) Capital Contribution. The total contribution, both additional and initial, in cash or property, which a Partner has made to be the capital of the Partnership.
- (d) Cash Flow. Partnership receipts from operations, sale or refinancing less Partnership expenses and capital expenditures and amounts reserved for depreciation of Partnership assets and the payment of Partnership obligations and current liabilities.
- (e) Code. The Internal Revenue Code of 1986, as amended, or any corresponding provision of succeeding law.

- (f) Corporations Code. The California Corporations Code.
- (g) Remaining Capital Contributions. A Partner's initial capital contributions, plus his additional capital contribution, if any, reduced by distributions to that Partner from the sale or refinancing of Partnership property.

Section 1.2 Organization

- (a) Formation. The General Partners and the Limited Partners hereby form a Limited Partnership (herein called the "Partnership") pursuant to the California Revised Limited Partnership Act, being Chapter 3 of Title 2 of the California Corporations Code (herein called the "Act"). The Certificate of Limited Partnership is attached hereto as Exhibit "B".
- (b) Name. The name of the Partnership is THE GIESLER FAMILY LIMITED PARTNERSHIP, a California Limited Partnership.

Section 1.3 Principal Place of Business

The principal place of business of the Partnership shall be 68-955 Adelina Rd., Cathedral City, CA 92234, or such other place or places as the General Partners may hereafter determine after prior written notice thereof of the Limited Partners.

Section 1.4 Purpose

The Partnership shall acquire, own, operate, and maintain real and personal property, tangible and intangible assets for investment purposes, and to sell, exchange, transfer, and convey any one or more of such assets in order to reinvest the proceeds thereof with a view toward the enhancement of the long-term appreciation of the worth of the Partnership. In addition, the purpose of this Partnership is to create a vehicle whereby the General Partners may gift interests in the Partnership to various family members in order to accomplish certain estate planning objectives.

Section 1.5 Term

The Partnership shall commence upon recordation of the LP-1 Certificate with the California Secretary of State, and shall terminate upon the earlier of the following:

- (a) December 31, 2050;
- (b) Upon the affirmative vote of Partners holding 90% or more of the then outstanding Partnership interests in the Partnership.

Section 1.6 Names and Addresses of the General Partners

The names and addresses of the General Partners are set forth on the Schedule of Partners.

Section 1.7 Names and Addresses of the Limited Partners

The names and addresses of the Limited Partners are similarly set forth on the Schedule of Partners.

ARTICLE TWO

PARTNERS' INITIAL CAPITAL CONTRIBUTIONS

Section 2.1 Capital Contributions of Partners

The respective capital contributions of the Partners are in the amounts set forth on the Schedule of Partners.

Section 2.2 Partnership Percentage

A "Partnership Percentage" with respect to a Limited Partner shall mean the ratio of a Limited Partner's Remaining Capital Contribution to the aggregate Remaining Capital Contributions of all Limited Partners. Upon the return to the Limited Partners of all of their Remaining Capital Contributions, the Partnership Percentages shall be fixed at those Partnership Percentages existing immediately prior to the return of the balance of the Remaining Capital Contributions to the Partners. The Partnership Percentage with respect to the General Partners and the initial Partnership Percentages for all Limited Partners are set forth in the Schedule of Partners.

Section 2.3 Limited Liability

A Limited Partner shall not be bound by or personally liable for the expenses or obligations of the Partnership in excess of his respective capital contributions to the Partnership.

Section 2.4 Additional Capital Contributions

If, in the reasonable discretion of the General Partners, additional funds are necessary for Partnership purposes, the General Partners may, but shall not be required to contribute such additional funds in the form of an advance to the Partnership as described in Section 4.1(a) below.

Section 2.5 Return of Capital

No Partner shall have the right to demand a return of his capital from the Partnership.

ARTICLE THREE

ROLE OF THE LIMITED PARTNER

Section 3.1 Role of Limited Partner

No Limited Partner shall take any part in or interfere in any manner with the conduct or control of the business of the Partnership, or have any right or authority to act for the Partnership.

ARTICLE FOUR

LOANS

Section 4.1 Loans to Partnership

- (a) Advances by the Partners. The General Partners may advance monies to the Partnership as may be required from time to time for the business of the Partnership, but are under no obligation to do so. The aggregate amount of such advances, plus any interest paid by the General Partners on advanced monies, shall become an obligation of the Partnership to the General Partners, and shall be repaid to the General Partners out of Partnership funds prior to other distributions to the Partners, together with interest thereon at a rate equal to the then prevailing prime rate, of the Bank of America, Los Angeles, California main branch, as of the date that the respective loan is made. In no event shall said rate of interest exceed the maximum rate permitted by law. Such advances shall be repaid at such time as sufficient cash becomes available for repayment of such advances or any portion thereof, without impairing the solvency of the Partnership, except that any such unpaid advances shall become immediately due and payable upon termination and dissolution of the Partnership. Such advances shall be deemed a loan by the General Partners to the Partnership and shall not be deemed a capital contribution.
- (b) Loans from Third Parties. Should the General Partners determine that additional sums are required in order to accomplish the purposes set forth in Section 1.4 above, then the Partnership may borrow those funds at such terms and on such conditions as deemed necessary to accomplish such purposes.

ARTICLE FIVE

ALLOCATION OF TAXABLE PROFITS, LOSSES AND CASH FLOW

Section 5.1 Profits and Losses

Profits and losses for federal income tax purposes shall be allocated to the Partners in accordance with each Partner's Partnership Percentage, as that term is defined in Section 2.2 hereof.

Section 5.2 Taxable Income and Loss Defined

For the purpose of computation of "Capital Accounts" (as defined in Section 5.5 below) "Taxable Income" and "Taxable Loss" shall be the Partnership's taxable income and loss determined in accordance with Section 703(a) of the Internal Revenue Service Code adjusted by applying the following:

- (a) Partnership income exempt from federal income tax or not otherwise taken into account in computing taxable income and loss shall be included;
- (b) Code Section 705(a)(ii)(b) expenditures not otherwise taken into account shall be deducted;
- (c) Gain or loss resulting from any disposition of any Partnership asset with respect to which gain or loss is recognized for federal income tax purposes by reference to the asset's initial value on the Capital Account Books less depreciation taken for such book purposes (or, if the asset has been revalued pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(f), shall be computed with reference to the asset's revalued amount less depreciation taken for such book purposes subsequent to the revaluation; and
- (d) Depreciation or amortization of any Partnership asset shall be computed with reference to the asset's initial value on the Capital Account Books unless the Asset has been revalued pursuant to Treasury Regulation 1.7041(b)(2)(iv)(f), in which case depreciation or amortization with respect to such asset shall be computed with reference to the revalued amount in accordance with Treasury Regulation 1.7041(b)(2)(iv)(g).

Section 5.3 Minimum Gain

Notwithstanding any provision to the contrary in the Agreement:

- (a) No Limited Partner shall be allocated loss or deduction (or items thereof) attributable to nonrecourse debt which is secured by Partnership property if such allocation would cause the sum of the deficit Capital Account balances of the Limited Partner receiving such allocation to exceed the "Minimum Gain" as determined at the end of the Partnership's taxable year to which such allocation relates in accordance with the Regulations under Section 704(b) of the Code. Any such loss or deduction that otherwise would have been allocated to a Limited Partner but for this Section 5.3(a) shall be reallocated to the General Partner; and
- (b) Limited Partners with deficit Capital Account balance resulting in whole or in part from allocations of loss or deduction (or item thereof) attributable to nonrecourse debt which is secured by Partnership property shall, to the extent possible and as rapidly possible, be allocated income or gain (or item thereof), pro rata, until the sum of such deficit Capital Account balances equals the Minimum Gain.

Section 5.4 Qualified Income Offset

Notwithstanding any provision to the contrary in the Agreement:

- (a) A Limited Partner shall not be allocated loss or deduction (or items thereof) if such allocation would cause or increase a deficit balance in such Limited Partner's Capital Account as of the end of the Partnership taxable year to which such allocation relates in excess of the sum of (i) any dollar amount of such deficit balance such Limited Partner is obligated to restore, and (ii) the Minimum Gain that such Partner would be charged with under Section 5.3. Such excess deficit balance in a Limited Partner's Capital Account shall be referred to as the "Excess Deficit Balance" and shall be determined in accordance with the regulations under Section 704(b) of the Code. Any such loss or deduction that otherwise would have been allocated to such Limited Partner but for this Section 5.4 shall be reallocated to the General Partner; and
- (b) Any Limited Partner with an Excess Deficit Balance resulting in whole or in part from an unexpected adjustment, allocation of distribution described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6) shall be allocated, as rapidly as possible, gross income or gain (or items thereof) without reduction for Partnership losses or deductions until his Excess Deficit Balance is eliminated.

Section 5.5 Capital Account

- (a) Calculation of Capital Account. A single Capital Account shall be established for each Partner. Except as otherwise expressly set forth herein, no interest shall be paid on capital contributions or on balances in the Capital Account. Each Partner's Capital Account shall be increased by the amount of cash and by the fair market value of property contributed by the Partner to the Partnership and by the amount of taxable gains and profits allocated to the Partner hereunder. Each Partner's Capital Account shall be reduced by the amount of cash and by the fair market value of property distributed by the Partnership to the Partner and by the amount of taxable losses allocated to the Partner hereunder.
- (b) Restoration of Deficit Capital Account. If the General Partner has a deficit Capital Account balance as of the date of the transfer of its interest in the Partnership after taking into account the allocations of gain and loss otherwise set forth herein, it shall contribute to the Partnership cash or other property by the end of the then current taxable year necessary to restore its Capital Account to zero. Similarly, if, upon liquidation of the Partnership, the General Partner has a deficit Capital Account balance, after taking into account the allocations of gain and loss otherwise provided herein, the General Partner shall similarly contribute cash or property within ninety (90) days of such liquidation sufficient to restore such Capital Account to zero.

Section 5.6 Sharing Between Transferor and Transferee

In the event of a transfer of an interest in the Partnership, the taxable profits and losses allocable to the interest transferred and the cash distributable to the interest transferred shall be allocable and distributed between the transferor and the transferee in proportion to the time during the fiscal year that the interest was owned by each.

Section 5.7 Interpretation of Provisions

The Partners intend that the provisions of this paragraph regarding the allocation of taxable income and losses shall be governed in accordance with applicable sections of the Internal Revenue Code and relevant treasury regulations interpreting the same in specific compliance with Section 704(c) of the Code and Section 1.704-1(b)(4)(i) of the treasury regulations, as the same may be amended from time to time.

Section 5.8 Cash Flow

Partnership Cash Flow may be distributed from time to time as determined in the sole discretion of the General Partners. Any such distribution shall be divided among the Partners in accordance with their respective Partnership Percentages.

ARTICLE SIX

EXPENSES AND SALARY

Section 6.1 Reimbursement for Expenses; Salary

The General Partners shall be entitled to receive from the Partnership reimbursement for all out-of-pocket organizational and operational expenditures made on behalf of the Partnership. The General Partners shall be entitled to receive a salary from the Partnership in a reasonable amount for services rendered to the Partnership.

ARTICLE SEVEN

POWERS, DUTIES AND RESTRICTIONS ON THE GENERAL PARTNERS

Section 7.1 Powers

The management and control of the Partnership and its business and affairs shall rest exclusively with the General Partners who shall each have all the rights and powers which may as are otherwise conferred by law or are necessary or advisable to the discharge of the General Partners' duties and to the management of the business and affairs of the Partnership. Without limiting the generality of the foregoing, the General Partners shall have the following rights and powers which may be exercised at the cost, expense and risk of the Partnership:

- (a) To expend the capital and net income of the Partnership in the furtherance of the Partnership's business subject to the limitation of the rights and powers possessed by the General Partners hereunder;
- (b) To execute and deliver pledges, trust deeds and other security agreements;
- (c) To execute and deliver promissory notes, checks, drafts and other negotiable instruments;
- (d) To employ such attorneys, accountants and other persons as the General Partners deem necessary or advisable to carry out the purposes of the Partnership;
- (e) To purchase from or through others contracts of liability, casualty and other insurance which the General Partners deem advisable, appropriate, convenient or beneficial to the Partnership;
- (f) To invest Partnership funds in government securities, certificates of deposit, banker's acceptances, money market funds or similar investments;
- (g) To sell, dispose of, trade, exchange, convey, quitclaim, surrender, release or abandon, any of the assets of the Partnership, upon such terms and conditions as the General Partners may deem advisable;

- (h) To enter into such agreements, contracts, documents and instruments with such parties, and to give such receipts, releases, and discharges with respect to all of the foregoing and any matters incident thereto as the General Partners may deem advisable or appropriate;
- (i) To execute any and all other instruments to carry out the intention and purpose hereof;
- (j) To delegate all or any of its duties hereunder, and in furtherance of any such delegation to appoint, employ, or contract with any person deemed necessary or desirable for the transaction of the business of the Partnership, including persons, firms or entities affiliated with or subject to the control of the General Partners, including those in which they may have a proprietary interest. Such person may, under the supervision of the General Partners, administer the day-to-day operations of the Partnership; may serve as the Partnership's advisor and consultant in connection with policy decisions made by the General Partners; may act as consultants, accountants, attorneys, brokers, escrow agents, or in any other capacity deemed by the General Partners necessary or desirable; may investigate, select, and, on behalf of the Partnership, conduct relations with persons acting in such capacities and may pay appropriate fees to and enter into appropriate contacts with, or employ or retain services performed or to be performed by, any of them in connection with the Property, may perform or assist in the performance of such administrative or managerial functions necessary in the management of the Partnership or the Project as may be agreed upon with the General Partners; and may perform such other acts or services for the Partnership as the General Partners, in their reasonable discretion may approve.

Section 7.2 Exercise of Powers

The day-to-day affairs of the Partnership shall be effectuated by the General Partners. Any person dealing with the Partnership shall be entitled to rely on the acts of the General Partners for the duties and obligations conferred upon them herein.

Section 7.3 Right to Engage in Other Business

No Partner, whether General or Limited, shall have any obligation, liability, or duty to offer to the Partnership any opportunity which may be presented to him even though it may be presented by reason of his connection with or by reason of being one of the Partners of the Partnership. Each Partner shall have the right to engage in any other ventures for his own account, even though such venture may be presently contemplated by one or more of the Partners.

Section 7.4 Duties

The General Partners shall manage and control the Partnership, its business and affairs, to the best of their ability, and shall use their best efforts to carry out the business of the Partnership. The General Partners shall devote themselves to the business of the Partnership to the extent that they, in their sole discretion, deem necessary to carry on the business in an effective manner.

Section 7.5 Certain Limitations

The General Partners shall not do any of the following:

- (a) Act in contravention of the Agreement;
- (b) Do any act which would make it impossible to carry on the ordinary business of the Partnership;
- (c) Confess a judgment against the Partnership; or
- (d) Admit a person as a General Partner except as otherwise provided in the Agreement.

ARTICLE EIGHT

REMOVAL AND ELECTION OF A GENERAL PARTNER

Section 8.1 Removal of a General Partner

A General Partner may be removed as a General Partner herein, with or without cause, upon the vote of Limited Partners maintaining at least seventy-five percent (75%) of all Profit Percentages maintained by the Limited Partners as a group. In the event the removed General Partner is a sole General Partner, then the Limited Partners shall immediately thereafter proceed to elect a successor General Partner in accordance with Section 8.4 below.

Section 8.2 Liability of General Partners After Removal, Death or Incapacity

If a General Partner is removed, deceased or unable to carry out his duties hereunder, his liability as a General Partner shall cease as provided in Section 15509 of the Act, and the Partnership shall promptly take all steps reasonably necessary under Section 15509(2) of the Act to cause such cessation of liability.

Section 8.3 Continuing Interest of General Partners After Removal, Death or Incapacity

A removed, deceased or incapacitated General Partner's share of cash distributions from operation, sale or refinance shall be reduced by the salary or other reasonable compensation paid to a new General Partner, if any, elected to achieve Partnership purposes. Upon the event of the General Partner's removal, death, or incapacity, the General Partner's Partnership Interest shall be converted to that of a Limited Partner with only those rights and entitlements accorded to any Limited Partner herein.

Section 8.4 Election of a New General Partner

If the sole remaining General Partner is removed, dies or is otherwise unable to carry out his duties hereunder, and the Limited Partners exercise the right given them hereby to elect to continue the business of the Partnership, a Limited Partner may nominate any person for the position of General Partner. Such person shall not become a General Partner unless elected by a vote (which may be by written consent) of a majority in interest of the remaining Partners. In the event that such proposed General Partner is not elected, nomination shall continue until a successor General Partner is elected, or the Partnership has been dissolved.

ARTICLE NINE

EXPULSION OF A PARTNER

Section 9.1 Expulsion of a Partner

Upon unanimous vote of the General Partners, the General Partners may terminate the interest of a Limited Partner and expel him or her for any of the following:

- (a) For interfering in the management of the Partnership or otherwise engaging in conduct which could result in the Partnership losing its tax status as a Limited Partnership;
- (b) If the interest of a Limited Partner becomes subject to charging order, foreclosure or similar legal proceedings;
- (c) Failure of a Limited Partner to meet any written commitment to the General Partners.

A termination of a Limited Partner's interest for any of the above events shall entitle the Partnership to exercise its option to purchase the interest of such Partner as provided in Section 10.5(b) hereof.

ARTICLE TEN

RESTRICTIONS ON THE TRANSFER OF A PARTNER'S INTEREST

Section 10.1 No Transfer Without Consent

No Partner shall voluntarily sell, exchange, pledge, encumber, hypothecate, dispose, or otherwise transfer (collectively "Transfer") all or any part of his or her interest as a Partner in the Partnership without the express prior written approval of all the Partners. Any such Transfer shall be considered by the Partnership to be null and void without the aforesaid prior written consent of all the Partners. In the event an assignment is made and so approved, the following rules shall apply:

- (a) The effective date of an assignment of a Partnership interest shall be the date set forth on the written instrument of assignment;
- (b) Notwithstanding anything herein to the contrary, the Partnership and the General Partners shall be entitled to treat the assignor of such interest as the absolute owner thereof in all respects and shall incur no liability for distributions of cash or other property made in good faith to him or her until such time as the written assignment has been received by and recorded on the books of the Partnership and is otherwise effective in accordance herewith;
- (c) Except as provided above, the assignee of a Partnership interest shall be entitled to receive distributions of cash or other property from the Partnership attributable to the interest acquired by reason of such assignment from and after the effective date of the assignment;

Section 10.2 No Substitution Without Consent

No assignee of the whole or any portion of a Partnership interest shall have the right to become a substituted Partner in place of the assignor unless all of the following conditions are satisfied:

- (a) The assignor executes and acknowledges a written instrument of assignment together with such other instruments as the General Partners may deem necessary or desirable to effect the admission of the assignee as a substituted Partner;
- (b) Such instrument of assignment has been delivered to, received and approved by, the General Partners; and

- (c) The written consent of all of the Partners to such substitution has been obtained.

Section 10.3 Additional Conditions to Assignment and Substitution

In addition to the conditions to assignment and substitution set forth above, the General Partners and the Partnership shall not recognize any assignment or substitution of any Partner for any purpose if:

- (a) Such transfer, together with prior transfers, would result in the sale or exchange of fifty percent (50%) or more of the total interest in the Partnership capital and profits within a twelve (12) month period, or
- (b) The Partnership shall have received, if required by the General Partners, an opinion of counsel selected by the General Partners to the effect that such sale will not:
 - i. Result in termination of the Partnership under applicable law;
 - ii. Result in termination of the Partnership for federal income tax purposes;
 - iii. Change the status of the Partnership as a Partnership for federal income tax purposes; or
 - iv. Give rise to liability of the Partnership, any Partner or any agent or advisor of any Partner for violation of applicable securities laws.

Section 10.4 Involuntary Assignment by a Partner

- (a) Partnership Not Dissolved. In the event a Partner's interest is taken or distributed by levy, foreclosure, charging order, execution, or other similar proceeding, the Partnership shall not dissolve.
- (b) Assignee Has No Right to Management. The assignee of any Partner's interest shall in no event have the right to interfere in the management or the administration of the Partnership business or affairs or to act as a Partner in the Partnership. The assignee shall have only the right to receive distributions, profits and losses attributable to the assignor Partner's interest in the Partnership.
- (c) Assignee's Tax Liability An assignee of any Partnership interest, whether of a General Partner or Limited Partner, shall receive the federal and all relevant state Forms K-1 and report all income and loss on his or her income tax returns each year in accordance with Rev. Rul. 77-137, 1977-1 C.B. 178.

- (d) Death, Bankruptcy, Incompetence or Resignation. Upon the death, bankruptcy, incompetence, resignation or removal of a General Partner, his or her interest as a General Partner shall be converted into an interest as a Limited Partner of equal size. The death, bankruptcy, incompetence, resignation or removal of a General Partner shall not terminate, liquidate or force a winding up of the Partnership. If such deceased, bankrupt, incompetent, resigned or removed General Partner is the sole General Partner, the Limited Partners shall elect, by majority vote, a new General Partner to continue the business of the Partnership.
- (e) Certain Exceptions. Notwithstanding any other provision in this Agreement, assignments or transfers of a Limited Partner's interest to the following assignees shall require only the prior written consent of all the General Partners to become substituted Limited Partners:
- i. Spouse of the assignor;
 - ii. Issue of the assignor;
 - iii. An inter vivos or testamentary trust for the benefit of the assignor, his or her spouse or his or her issue.
- (f) Rights of Assignee of Limited Partnership Interest. Notwithstanding anything to the contrary contained in this Agreement, (i) an assignee, who has not become a substituted Limited Partner in accordance with the terms and provisions of this Agreement, or (ii) an assignee who acquires an interest in the Partnership by virtue of levy, foreclosure, charging order, or other similar procedure, shall not have the right to vote in the capacity of a "Limited Partner"; the only rights of such assignee shall be an allocation of income, gain, loss, deduction, credit, and distributions to which his or her assignor would otherwise be entitled to receive.

Section 10.5 Right of First Refusal and Option

- (a) Voluntary Assignment. A Partner who wishes to sell his or her Partnership interest may do so only after receiving written approval of the General Partners and offering it to the Partnership under the following procedure:
- i. The Partner shall give written notice to the Partnership of his or her desire to sell the interest;
 - ii. The Partner shall attach to the notice the written offer of the prospective purchaser to buy the interest;

- iii. For ninety (90) days after receipt of the written notice of sale, the Partnership shall have the right to retire the interest of the Partner at the price and on the terms contained in the written offer;
- iv. If the Partnership does not exercise its option to retire the interest, the existing Partners shall have an additional thirty (30) days to purchase the interest on the same terms and conditions;
- v. If neither the Partnership nor the existing Partners elect to purchase the interest, the Partner may sell his or her interest to the prospective purchaser on the terms and conditions contained in the written offer, but only after receiving the prior written approval of the General Partners and complying with all other applicable conditions.

(b) **Involuntary Assignment.** In the event that a Partner makes an involuntary assignment of his or her Partnership interest, as a result of a charging order, foreclosure, or other similar proceeding, the Partnership shall have the option to purchase the interest of such Partner on the following terms and conditions:

- A. **Purchase Price.** The amount of the purchase price to be paid by the Partnership shall be the lesser of:
 - i. An amount equal to the Remaining Capital contribution of the assignor Partner, or
 - ii. The amount specified in the charging order or the amount of the successful bid in any foreclosure sale of the Partnership interest of the assignor Partner, whichever is less.
- B. **Price in Bankruptcy.** In the event of an involuntary assignment of a Partner's interest by virtue of a bankruptcy or reorganization, the amount of the purchase price shall be equal to such Partner's Remaining Capital Contribution.
- C. **Term.** The option may be exercised by the Partnership at any time within twenty four (24) months of the date on which such involuntary assignment becomes effective;
- D. **Exercise.** The Partnership shall exercise its option by delivery to the assignor Partner of written notice of such exercise no less than thirty (30) days prior to the date on which such exercise shall become effective;

- E. **Terms of Purchase.** The Partnership may elect to purchase the interest of the assignor Partner for cash or on the terms set forth as follows: A promissory note from the Partnership payable to the assignor Partner for the amount determined under subparagraph A above. The note shall provide for payments commencing twelve (12) months from the date the option is exercised. The note shall provide for annual payments of principal and interest based on a thirty (30) year amortization with interest at the prime rate of interest charged by the Bank of America, or its successor, plus one percent (1%) per annum. The note shall be all due and payable ten (10) years from the date the option is exercised. The note may be prepaid at any time without penalty.

ARTICLE ELEVEN

DISSOLUTION AND WINDING UP OF THE PARTNERSHIP

Section 11.1 Dissolution of the Partnership

The Partnership shall be dissolved upon its termination as provided in Section 1.5.

Section 11.2 Winding Up of the Partnership

Upon the dissolution of the Partnership, the remaining General Partner(s) (or if there is no General Partner, a Limited Partner elected by all the remaining Partners) shall take full account of the Partnership's assets and liabilities and the assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom to the extent sufficient therefor, shall be applied and distributed as provided in California Corporations Code Section 15684.

Section 11.3 No Priorities of Partners

No Partner shall have the right to withdraw or reduce his contribution to the capital of the Partnership except as the result of the winding up of the Partnership, and no Partner shall have the right to demand or receive property other than cash in return for his contribution to the Partnership, or shall have priority over any other Partner either as to return of contributions of capital to the Partnership or as to profits, losses or cash distributions.

ARTICLE TWELVE

BOOKS OF ACCOUNT, ACCOUNTING, REPORTS, FISCAL YEAR AND BANKING

Section 12.1 Books of Account

The Partnership's books of account and records shall be maintained at the principal office of the Partnership and each Partner and his authorized representatives shall have access thereto for inspection and copying at all reasonable times. The books and records shall be kept in a consistent manner by the Partnership and shall reflect all Partnership transactions and be appropriate and adequate for the Partnership's business.

Section 12.2 Accounting and Reports

As soon as reasonably practicable after the end of each fiscal year, each Partner shall be furnished with a report showing the amount allocated to such Partner during such year, including any items of income, deduction, credit or loss allocated for federal or state income tax purposes. The Partnership shall bear all costs incident to the examination and the preparation of the report.

Section 12.3 Fiscal Year

The fiscal year of the Partnership shall be the calendar year.

Section 12.4 Banking

All funds of the Partnership shall be deposited in a separate bank account or accounts as shall be determined by the General Partners. All withdrawals therefrom shall be made upon checks signed by one or both of the General Partners.

ARTICLE THIRTEEN

POWER OF ATTORNEY

Section 13.1 Grant of Power

Each Limited Partner hereby makes, constitutes and appoints each General Partner with full power of substitution and resubstitution his true and lawful attorney for him and in his name, place and stead and for his use and benefit to sign, execute, certify, acknowledge, file and record the Agreement, and to sign, execute, certify, acknowledge, file and record all instruments amending the Agreement, as now or hereafter amended, that may be appropriate, including without limitation, agreements or other instruments or documents (i) to reflect the exercise by the General Partners of any of the powers granted under the Agreement; (ii) to reflect any amendments made to the Agreement by the Partners pursuant to the Agreement; (iii) to reflect the admission to the Partnership of any substituted Partner or the withdrawal of any Partner in the manner prescribed in the Agreement; and (iv) which may be required of the Partnership or of the Partners by the laws of the State of California or any other jurisdiction. Each Limited Partner authorizes such attorney-in-fact to take any further action which such attorney-in-fact shall consider necessary or advisable in connection with any of the foregoing, hereby giving such attorney-in-fact full power and authority to do and perform each and every act or thing whatsoever requisite or advisable to be done in connection with the foregoing as fully as such Limited Partner would have the authority to do if personally present and in addition thereto, each Limited Partner hereby ratifies and confirms all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof.

Section 13.2 Extent of Power

The Power of Attorney granted pursuant to Section 13.1 hereof:

- (a) is a special power of attorney coupled with an interest and is irrevocable;
- (b) may be exercised by such attorney-in-fact by listing all of the Limited Partners executing any agreement, certificate, instrument or document with the single signature of such attorney-in-fact acting as attorney-in-fact for all of them; and
- (c) shall survive the delivery of an assignment by a Limited Partner of the whole or a portion of his interest in the Partnership, except that where the purchaser, transferee or assignee thereof has the right to be, or with the consent of the General Partners is admitted as, a substituted Limited Partner, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling such attorney-in-fact to execute, acknowledge and file any such agreement, certificate, instrument or document necessary to effect such substitution.

ARTICLE FOURTEEN

MISCELLANEOUS

Section 14.1 Exculpation

The doing of any act or the failure to do any act by either of the General Partners, the effect of which may cause or result in loss or damage to the Partnership, if done pursuant to advice of legal counsel employed by the General Partners on behalf of the Partnership, or if done in good faith to promote the best interests of the Partnership, shall not subject that General Partner, or its heirs, administrators, executors, successors and assigns from any claim, loss expense, liability, action or damage resulting from any such act or omission, including without limitation, reasonable costs and expenses of litigation and appeal (including, without limitation, reasonable fees and expenses of attorneys engaged by the General Partners in defense of such act, or omission).

Section 14.2 Notices

Any notice, payment, demand or communication required or permitted to be given by any provision of the Agreement shall be deemed to have been delivered and given for all purposes (i) if delivered personally to the party or to a Partner of the party to whom the same is directed, or (ii) whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, addressed as set forth on the signature page hereof, or to such address as the General Partners may from time to time specify by written notice to the Limited Partners; if to a Limited Partner, at such Limited Partner's address set forth on the Schedule, or to such other address as such Limited Partner may from time to time specify by written notice to the General Partners. Any such notice shall be deemed to be given as of the date so delivered, if delivered personally, or as of three (3) days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

Section 14.3 Amendments

Amendments to the Agreement may be proposed by the General Partners. Following such proposal, the General Partners shall submit to the Partners a statement of any proposed amendment and shall include in any such submission its recommendation as to the proposed amendment. The General Partners shall seek the written vote of the Partners on the proposed amendment or shall call a meeting to vote thereon and to transact any other business that they may deem appropriate. For purposes of obtaining a written vote the General Partners may require a response within a specified time and failure to respond in such time period shall constitute a vote which is consistent with the proposed amendment. An amendment shall be adopted and effective as an amendment hereto if it receives the affirmative vote of Partners having Partnership Percentages aggregating more than fifty percent (50%). No amendment shall affect the rights or duties of the General Partners,

including without limitation, a General Partner's right to profits, losses and distributions, without the written consent of such General Partners.

Section 14.4 Meeting and Means of Voting

Meetings of the Partners may be called by the General Partners. The call shall state the nature of business to be transacted. Notice of any such meeting shall be delivered to all Partners nor less than seven (7) days nor more than thirty (30) days prior to the date of such meeting. Partners may vote in person or by proxy at such meeting.

Section 14.5 Right to Rely Upon the Authority of a General Partner

No person dealing with a General Partner shall be required to determine his authority to make any commitment or undertaking on behalf of the Partnership, with the exception of the sale of all or substantially all of the Project.

Section 14.6 Litigation

The General Partners shall prosecute and defend such actions at law or in equity as may be necessary to enforce or protect the interests of the Partnership. The General Partners shall satisfy any judgment, decree or decision rendered against the Partnership first out of the assets of the Partnership and finally out of the assets of the General Partners.

Section 14.7 Paragraph Headings

Paragraph and other headings contained in the Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provision hereof.

Section 14.8 Severability

Every provision of the Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

Section 14.9 California Law

The local, internal laws of California govern the validity of the Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties.

Section 14.10 Waiver of Action for Partition

Each of the parties hereto irrevocably waives during the term of the Partnership and during the period of its liquidation following any dissolution any right that it may have to maintain any action for partition with respect to the Property or other assets of the Partnership.

Section 14.11 Parties in Interest

Each and every covenant, term, provision and agreement herein contained shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

Section 14.12 Time

Time is of the essence with respect to the Agreement.

Section 14.13 Integrated Agreement

The Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided for.

Section 14.14 Arbitration Clause

Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, with the location of said arbitration to be Los Angeles, California.

Section 14.15 Counterpart Execution

The Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one Agreement.

Section 14.16 Distributions and Payments

All distributions and payments of cash or property to be made pursuant to the provisions of this agreement shall be made directly to the parties who are entitled to them at their respective addresses indicated on Exhibits "A" and "C" or at such other address as shall have been set forth in a notice sent pursuant to the provisions of this Article.

Section 14.17 Exhibits "A", "B" and "C"

Exhibits "A", "B" and "C" are attached to and made a part of this agreement.

GENERAL PARTNERS

Date 4/1/93 *[Signature]*
MICHAEL S. GIESLER

Date 4/1/93 *Michele Giesler*
MICHELE GIESLER

LIMITED PARTNERS

"M" FAMILY TRUST

By: "M" FAMILY, a California General Partnership

By: *[Signature]* 4/1/93
MICHAEL S. GIESLER, GENERAL PARTNER Date

By: *Michele Giesler* 4/1/93
MICHELE GIESLER, GENERAL PARTNER Date



LAW OFFICES
WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP

Mark J. Rosenbaum
mrosenbaum@wrslawyers.com

06801-082

September 9, 2013

Don Kent, Treasurer-Tax Collector
Attention: Excess Proceeds
Post Office Box 12005
Riverside, California 92502-2205

Re: Palm Canyon Villas Homeowners Association (the "Association") v. Giesler, et al.
Assessment Nos.: 675302016-0, 675302017-1 and 675302018-2
Item Nos.: 616, 617 and 618

Dear Mr. Kent:

Enclosed please find three Claims for Excess Proceeds From the Sale of Tax-Defaulted Property executed by my client Palm Canyon Villas Homeowners Association in connection with the above-referenced matters.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP


MARK J. ROSENBAUM

MJR:ld
Enclosures

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DELINQUENT PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 196 Item 616 Assessment No.: 675302016-0

Assessee: WOO, STEPHEN W & EILEEN Y & GIESLER FAMILY LTD PARTNERSHIP

Situs:

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 10,505.66 from the sale of the above mentioned real property. I/We were the lienholder(s), 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. *See below; recorded on *See below. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.


See attached spreadsheet as to amount due

*2012-0051911 on 2/3/12 & 2013-0180239 on 4/17/13

If the property is held in Joint Tenancy, the taxsale 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 portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 6th day of August, 2013 at Los Angeles, CA
Palm Canyon Villas Homeowners Association County, State

By:  an officer
Signature of Claimant President Signature of Claimant

David J. Meyer
Print Name
c/o Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP
11400 West Olympic Boulevard, Ninth Floor
Street Address
Los Angeles, California 90064
City, State, Zip
(310) 478-4100
Phone Number

Print Name
Street Address
City, State, Zip
Phone Number

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DELINQUENT PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 196 Item 618 Assessment No.: 675302018-2

Assessee: WOO, STEPHEN W & EILEEN Y & GIESLER FAMILY LTD PARTNERSHIP

Situs:

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 10,505.66 from the sale of the above mentioned real property. I/We were the lienholder(s), 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. *See below; recorded on *See below. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

See attached spreadsheet as to amount due

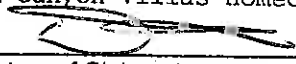
*2012-0051911 on 2/3/12 & 2013-0180239 on 4/17/13

If the property is held in Joint Tenancy, the taxsale 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 portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 6th day of August, 2013 at Los Angeles, CA

Palm Canyon Villas Homeowners Association County, State

By: , an officer _____
Signature of Claimant President Signature of Claimant

David J. Meyer

Print Name
c/o Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP
11400 West Olympic Boulevard, Ninth Floor
Street Address

Los Angeles, California 90064
City, State, Zip

(310) 478-4100
Phone Number

Print Name

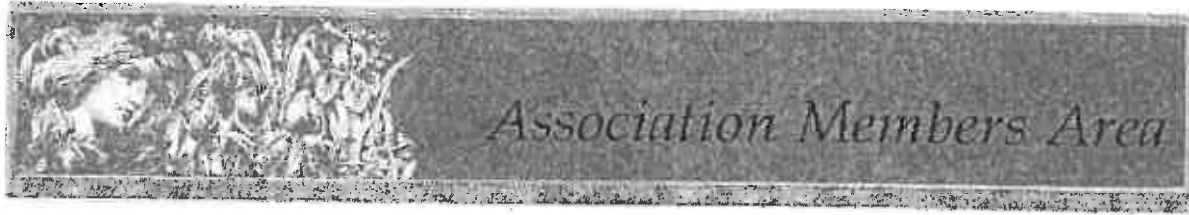
Street Address

City, State, Zip

Phone Number

Claim for Surplus Funds on behalf of Palm Canyon Villas Homeowners Association

Assessment No. Item No.	675302016-0	616	
Assessment No. Item No.	675302017-1	617	
Assessment No. Item No.	675302018-2	618	
Judgment entered 12/6/11 Payment 5/4/12	\$ 9,594.86 \$ (2,000.00)		
Post-judgment Interest through 5/4/12	\$ 394.50		\$2.63 per day from 12/6/11 to 5/4/12 for 150 days
Post-judgment Interest through 4/29/13	\$ 748.80		\$2.08 per day from 5/4/12 to 4/29/13 for 360 days
Post-judgment Attorney Fees	\$ 1,530.00		
Post-judgment Costs	\$ 237.50		
Total	\$ 10,505.66		*Interest continues to accrue at \$2.08 per day from 4/30/13



Palm Canyon Villas Homeowners Association

Emergency Numbers

Memos from the Board

- [Memo April 2012](#)
- [Memo September 2012](#)
- [Annual Meeting Speech 2013](#)

Rules, Regulations and Notices

- [Architectural Changes](#)
- [Annual Calendar](#)
- [Carbon Monoxide Detectors](#)
- [Remodeling Contractor Regulations](#)
- [Rules and Regulations](#)
- [Rules Summary](#)

Forms

- [Auto Payment](#)
- [PayLease Online](#)
- [Registration Form](#)
- [Remodeling Submission Form](#)
- [Tenant Registration Form](#)

Water Issues

- [Flood Insurance](#)
- [Notice Regarding Water Intrusion](#)
- [PCV Water Shut Off Procedure](#)
- [Water Heater Assessment](#)

Davis-Stirling Act



[P C V](#) [Management](#) [Site Map](#)

Palm Canyon Villas Summary of Annual Meeting - January 12, 2013

President David Meyer called the meeting to order at 10:00 AM at Indian Canyons at the Indian Canyon's Golf Resort, 1100 Murray Canyon Drive, Palm Springs, CA 92264. There were approximately 50 owners in attendance and they were thanked for their interest, participation and excellent questions.

It was explained the main purpose of this annual meeting was to vote for two members of the board of directors. Carolyn Garton, the Inspector of Elections, received all ballots - they were then counted and a quorum was obtained. The two incumbent members, Simms Ryan and Mike Jacobs, both returned to the board for two year terms.

David Meyer thanked the volunteers, Brenda Larkin, Claire Flannery and John Valenzuela for assisting the association with signing in members at the front desk. Following that, Brenda, Claire and Helen Harper assisted in counting ballots. Amy Daugherty, Carolyn's assistant was also in attendance allowing Carolyn to attend a portion of the meeting.

While the ballots were being counted, David Meyer reviewed the past year, made a few announcements and following that, opened the floor to questions or comments.

FINANCIAL: Figures on the distributed Agenda.

A. December 31, 2012	<u>UNAUDITED</u>
Operating Account:	\$ 96,584.27
ING Direct Savings:	\$100,233.49
Petty Cash:	\$ 975.31
Reserve Account:	\$995,119.23

Following an introduction of the board members and management team consisting of Carolyn Garton from Baldwin Real Estate Management, her assistant Amy Daugherty along with Ray Hungerford, onsite manager, David Meyer reviewed some of the accomplishments and changes seen within the complex over the past five years. That partial list included replacement of the asphalt in the five parking lots, resurfacing of all four pools and spas, conversion to salt water systems in all pools and spas, replacement of the decking around the pools common areas, fencing in the rear of the complex along Palm Canyon Drive, the beginning of the Parkway Renovation Project along Palm Canyon Drive, motion sensor lighting throughout the complex and many other smaller projects. He attributed the overall improvement of the entire 13 ¼ acres due to the continually increasing strong financial condition we are currently enjoying, thanking a very cooperative group of board members over the years and in no small part due to the outstanding job we have been blessed to receive from Ray Hungerford for the nearly five years he has been with us. The round of applause from the owners in attendance was additional confirmation of our appreciation of Ray.

David Meyer then explained the status of our owner collection accounts and in great length the collection process our association must go through to maintain current accounts and go

after those who fall behind in paying their monthly assessments. We currently have 19 accounts with balances past due more than 30 days whose balances range from \$38.00 to over \$11,962.00 with 11 of those accounts currently being assisted in the collection process by our attorney. Over the years due partially to the housing crisis and a few bankruptcy filings, some funds have been written off as a loss. In additional steps taken, three cases have been pursued through small claims court actions with three wins and no losses and a wage garnishment and other payment plans have been utilized. We've been lucky enough to collect some of the funds previously written off adding to the strength of our finances. Diligent pursuit will continue.

David Meyer touched on a number of other general topics with brief discussions on the definition of common area, hot and cold water shutoff and the differences of them between Phases I & II from Phases III & IV, the parkway renovation project, painting of the complex with owner committee input, the hoarding of fruit from our trees and some new shaded areas added in the pool areas in phases II and IV.

David Meyer then turned the floor over to Onsite Manager Ray Hungerford who spoke about new motion sensor lighting to be added to the darker entrance areas starting in Phases I and II, the painting of the recently replaced pool deck areas to extend their life, the recycling program and the reasons for not including glass at this time and the problem of our Waverly Drive grass areas turning into dogs walks for our neighbors across the street due to the removal of grass areas within their complex. He also reiterated the necessity of communicating to neighbors when water must be shut off for plumbing repairs.

David Meyer began a question and answer period with discussion of owner questions or comments to include the recycling of card board, a Palm Springs location to recycle glass, loud banging noises in the early morning hours, installation of a shaded seating area in Phase I and the use of temporary tents for shade areas in past years.

The official results of the voting were announced. The two incumbent members, Simms Ryan and Mike Jacobs, returned to the board for two year terms, the minutes of the January 14, 2012 Annual Meeting were approved and the IRS Revenue Ruling 70-604 was approved.

The question and answer period continued with a suggestion that it would be best if owners would deliver marked keys to Ray's office for emergency use, the status of the grass and that we have some low areas where water pools.

The meeting was adjourned to an organization meeting of the board of directors at 10:50 AM.

David Meyer, President
On Behalf of the
Palm Canyon Villas Board of Directors

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, May 12, 2015. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	PALM CANYON VILLAS HOMEOWNERS ASSOCIATION
Entity Number:	
Date Filed:	10/27/1978
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	50 E FOOTHILL BLVD STE 200
Entity City, State, Zip:	ARCADIA CA 91006
Agent for Service of Process:	CAROLYN GARTON
Agent Address:	50 E FOOTHILL BLVD STE 200
Agent City, State, Zip:	ARCADIA CA 91006

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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March 5, 2015

Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP
C/O Mark J. Rosenbaum – Case #INC1104996
11400 West Olympic Boulevard, 9th Floor
Los Angeles, CA 90064-1582

Re: APN: 675302016-0, 675302017-1, 675302018-2
TC 196, Items 616, 617, 618
Date of Sale: April 29, 2013

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

- ___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
- ___ Notarized Statement of different/misspelled name
- X Notarized Statement from Palm Canyon Villas Homeowners Association Giving Authorization to WRSS&R to act on their behalf
- ___ Certified Death Certificates for
- ___ Copy of the Trust

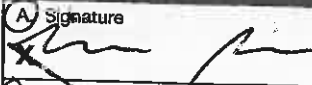
- ___ Copy of Marriage Certificate for
- ___ Original Note/Payment Book
- X Updated Statement of Monies Owed (up to the date of tax sale)
- ___ Articles of Incorporation (if applicable)
- ___ Statement by Domestic Stock
- ___ Court Order Appointing Administrator

If you should have any questions, please

Sincerely,

Shawana Green

Shawana Green
Tax Sales Operation
(951) 955-3947
(951) 955-3990 Fax

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>(A) Signature </p> <p>(B) Received by (Printed Name) <u>ROMEO BASCO</u></p> <p>(C) Date of Delivery <u>3/16/11</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP C/O Mark J. Rosenbaum – Case #INC1104996 11400 West Olympic Boulevard, 9th Floor Los Angeles, CA 90064-1582</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number</p> <p>(Transfer from service) <u>FP 196-616,617,618</u></p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7003 2260 0004 1559 3517</p>	

May 14, 2015

Final Notice

David J. Meyer
C/O Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP
Attn: Mark J. Rosenbaum
11400 West Olympic Boulevard, 9th Floor
Los Angeles, CA 90064-1582

Re: APN: 675302016-0
TC 196, Item 616
Date of Sale: April 29, 2013

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

<input type="checkbox"/> Notarized Affidavit for Collection of Personal Property under California Probate Code 13100	<input type="checkbox"/> Original Note/Payment Book
<input type="checkbox"/> Notarized Statement of different/misspelled	<input checked="" type="checkbox"/> Updated Statement of Monies Owed (as of the date of the tax sale)
<input type="checkbox"/> Notarized Statement Giving Authorization to claim on behalf of	<input type="checkbox"/> Articles of Incorporation (if applicable Statement by Domestic Stock)
<input type="checkbox"/> Certified Death Certificate for	<input type="checkbox"/> Court Order Appointing Administrator
<input type="checkbox"/> Copy of Birth Certificates for	<input type="checkbox"/> Deed (Quitclaim/Grant etc...)
<input type="checkbox"/> Copy of Marriage Certificate for	<input checked="" type="checkbox"/> Other -- Copy of the Abstract of Judgment recorded with the County of Riverside.

If your documentation is not received within 30 days (June 15, 2015), your claim will be denied.

If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David J. Meyer
 C/O Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP
 Attn: Mark J. Rosenbaum
 11400 West Olympic Boulevard, 9th Floor
 Los Angeles, CA 90064-1582

EP 196-666, 667, 668

2. Article Number
 (Transfer from service label)

7003 2260 0004 1548 9537

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery
Arvic Hernandez

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

RECORDING REQUESTED BY:
 WOLF, RIFKIN, SHAPIRO,
 SCHULMAN & RABKIN, LLP
 MARK J. ROSENBAUM
 11400 WEST OLYMPIC BLVD.
 NINTH FLOOR
 LOS ANGELES, CA 90064-1582

DOC # 2012-0051911
 02/03/2012 04:06P Fee:26.00
 Page 1 of 3
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO:

NAME MARK J. ROSENBAUM
 MAILING WOLF, RIFKIN, SHAPIRO,
 SCHULMAN & RABKIN,
 LLP
 ADDRESS 11400 W. OLYMPIC
 BLVD., NINTH FLOOR
 CITY, STATE LOS ANGELES, CA
 ZIP CODE 90064-1582

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TITLE(S)

ABSTRACT OF JUDGMENT - CIVIL AND SMALL CLAIMS

ORIGINAL

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):

Recording requested by and return to:

WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP

PAUL TOKESHI (SBN 255640)

11400 West Olympic Boulevard, Nint

Los Angeles, CA 90064

310-478-4100

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 46-200 Oasis Street

MAILING ADDRESS: 46-200 Oasis Street

CITY AND ZIP CODE: Indio, California 92201

BRANCH NAME: Indio

FOR RECORDER'S USE ONLY

PLAINTIFF: PALM CANYON VILLAS HOMEOWNERS ASSOCIATION

DEFENDANT: THE GIESLER FAMILY LIMITED PARTNERSHIP, A CALIFORNIA PARTNERSHIP; MICHAEL GIESLER, an in

CASE NUMBER:

INC 1104996

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

The Giesler Family Limited Partnership, a California Limited Partnership

225 N. El Cielo Road, #233

Palm Springs, CA 92262

b. Driver's license no. [last 4 digits] and state:

Unknown

c. Social security no. [last 4 digits]:

Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): The Giesler Family Limited Partnership, a California Limited Partnership, 225 N. El Cielo Road, #233, Palm Springs, California 92262

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address): Palm Canyon Villas Homeowners Association c/o Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP, 11400 W. Olympic Blvd., 9th Fl., Los Angeles, CA 90064

5. Original abstract recorded in this county:

a. Date:

b. Instrument No.:

Date: 12/19/11

PAUL TOKESHI

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed: \$ 9,594.86

10. An execution lien attachment lien is endorsed on the judgment as follows:

a. Amount: \$

b. In favor of (name and address):

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): 12/6/11

b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has

a. not been ordered by the court.

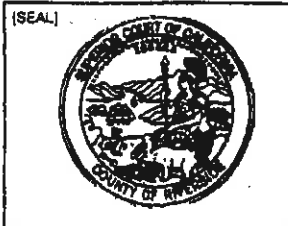
b. been ordered by the court effective until (date):

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.

b. A certified copy of the judgment is attached.

Clerk, by M. Ramsey, Deputy

M. Ramsey



This abstract issued on (date):

JAN 06 2012

Form Adopted for Mandatory Use Judicial Council of California EJ-001 (Rev. January 1, 2008)

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

Legal Solutions & Plus

Page 1 of 2 Code of Civil Procedure, §§ 488.480, 874, 700.190

Public Record

RECORDING REQUESTED BY:
 WOLF, RIFKIN, SHAPIRO,
 SCHULMAN & RABKIN, LLP
 MARK J. ROSENBAUM
 11400 WEST OLYMPIC BLVD.
 NINTH FLOOR
 LOS ANGELES, CA 90064-1582

DOC # 2012-0249911 ✓
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 Page 1 of 3
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 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO:

NAME MARK J. ROSENBAUM ✓
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 SCHULMAN & RABKIN,
 LLP
 ADDRESS 11400 W. OLYMPIC
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072

TITLE(S)

PARTIAL ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT ✓

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
After recording return to:

WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN
PAUL TOKESHI (SBN 255640)
11400 West Olympic Boulevard, Ninth Floor
Los Angeles, CA 90064
TELEPHONE NO.: 310-478-4100
FAX NO. (Optional):

E-MAIL ADDRESS (Optional):
ATTORNEY FOR (Name): Palm Canyon Villas Homeowner

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
STREET ADDRESS: 46-200 Oasis Street
MAILING ADDRESS: 46-200 Oasis Street
CITY AND ZIP CODE: Indio, California 92201
BRANCH NAME: Indio

FOR RECORDER'S OR SECRETARY OF STATE'S USE ONLY

PLAINTIFF: PALM CANYON VILLAS HOMEOWNERS ASSOCIATION

CASE NUMBER:

INC 1104996

DEFENDANT: THE GIESLER FAMILY LIMITED PARTNERSHIP, A CALIFORNIA PARTNERSHIP; MICHAEL GIESLER, an indi

FOR COURT USE ONLY

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT

FULL PARTIAL MATURED INSTALLMENT

1. Satisfaction of the judgment is acknowledged as follows:

- a. Full satisfaction
 - (1) Judgment is satisfied in full.
 - (2) The judgment creditor has accepted payment or performance other than that specified in the judgment in full satisfaction of the judgment.
- b. Partial satisfaction
The amount received in partial satisfaction of the judgment is \$ 2,000.00
- c. Matured installment
All matured installments under the installment judgment have been satisfied as of (date):

2. Full name and address of judgment creditor: Palm Canyon Villas Homeowners Association c/o Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP, 11400 W. Olympic Blvd., 9th Fl., Los Angeles, CA 90064

3. Full name and address of assignee of record, if any:

4. Full name and address of judgment debtor being fully or partially released: The Giesler Family Limited Partnership, a California Limited Partnership, 225 N. El Cielo Road, #233, Palm Springs, CA 92262; Michael Giesler, an individual, 225 N. El Cielo Road, #233, Palm Springs, CA 92262

5. a. Judgment entered on (date): 12/6/11

b. Renewal entered on (date):

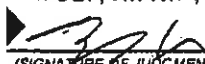
6. An abstract of judgment certified copy of the judgment has been recorded as follows (complete all information for each county where recorded):

COUNTY	DATE OF RECORDING	INSTRUMENT NUMBER
Riverside	February 3, 2012	2012-0051911

7. A notice of judgment lien has been filed in the office of the Secretary of State as file number (specify):

NOTICE TO JUDGMENT DEBTOR: If this is an acknowledgment of full satisfaction of judgment, it will have to be recorded in each county shown in item 6 above, if any, in order to release the judgment lien, and will have to be filed in the office of the Secretary of State to terminate any judgment lien on personal property.

Date: 4/24/12

WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP

(SIGNATURE OF JUDGMENT CREDITOR OR ASSIGNEE OF CREDITOR OR ATTORNEY**)

*The names of the judgment creditor and judgment debtor must be stated as shown in any Abstract of Judgment which was recorded and is being released by this satisfaction. ** A separate notary acknowledgment must be attached for each signature.

Form Approved for Optional Use
Judicial Council of California
EJ-100 (Rev. January 1, 2005)

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT

Legal Solutions Plus
Code of Civil Procedure, §§ 724.060, 724.120, 724.250

RECORDING REQUESTED BY:
 WOLF, RIFKIN, SHAPIRO,
 SCHULMAN & RABKIN, LLP
 MARK J. ROSENBAUM
 11400 WEST OLYMPIC BLVD.
 NINTH FLOOR
 LOS ANGELES, CA 90064-1582

DOC # 2013-0180239
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 Page 1 of 3
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO:
 NAME MARK J. ROSENBAUM
 MAILING WOLF, RIFKIN, SHAPIRO,
 SCHULMAN & RABKIN,
 LLP
 ADDRESS 11400 W. OLYMPIC
 BLVD., NINTH FLOOR
 CITY, STATE LOS ANGELES, CA
 ZIP CODE 90064-1582

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TITLE(S)

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ABSTRACT OF JUDGMENT - CIVIL AND SMALL CLAIMS

ORIGINAL

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):

Recording requested by and return to:

WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP

PAUL TOKESHI (SBN 255640)

11400 West Olympic Boulevard, Nint

Los Angeles, CA 90064

310-478-4100

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 46-200 Oasis Street

MAILING ADDRESS: 46-200 Oasis Street

CITY AND ZIP CODE Indio, California 92201

BRANCH NAME: Indio

FOR RECORDER'S USE ONLY

PLAINTIFF: PALM CANYON VILLAS HOMEOWNERS ASSOCIATION

CASE NUMBER:

INC 1104996

DEFENDANT: THE GIESLER FAMILY LIMITED PARTNERSHIP, A CALIFORNIA PARTNERSHIP; MICHAEL GIESLER, an in

FOR COURT USE ONLY

ABSTRACT OF JUDGMENT—CIVIL Amended AND SMALL CLAIMS

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

The Giesler Family Limited Partnership, a California Limited Partnership
225 N. El Cielo Road, #233
Palm Springs, CA 92262

b. Driver's license no. (last 4 digits) and state: Unknown
c. Social security no. (last 4 digits): Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): The Giesler Family Limited Partnership, a California Limited Partnership, 225 N. El Cielo Road, #233, Palm Springs, California 92262

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address): Palm Canyon Villas Homeowners Association c/o Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP, 11400 W. Olympic Blvd., 9th Fl., Los Angeles, CA 90064

5. Original abstract recorded in this county:

a. Date:
b. Instrument No.:

Date: 6/1/11

PAUL TOKESHI

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed: \$ 9,594.86

10. An execution lien attachment lien is endorsed on the judgment as follows:

a. Amount: \$
b. In favor of (name and address):

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): 12/6/11

b. Renewal entered on (date):

9. This judgment is an installment judgment.

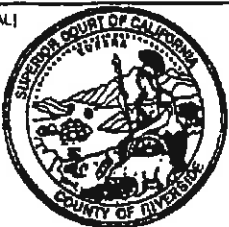
11. A stay of enforcement has

a. not been ordered by the court.
b. been ordered by the court effective until (date):

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.

b. A certified copy of the judgment is attached.
Clerk, by Jatna J. Cortina, Deputy

(SEAL)



This abstract issued on (date):

JUN 14 2012

Form Adopted for Mandatory Use Judicial Council of California EJ-001 [Rev. January 1, 2008]

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

Legal Solutions Co. Plus

Page 1 of 2 Code of Civil Procedure, §§ 488.480, 874, 700.190

PLAINTIFF: PALM CANYON VILLAS HOMEOWNERS ASSOCIATION	CASE NUMBER:
DEFENDANT: THE GIESLER FAMILY LIMITED PARTNERSHIP, A CALIFORNIA PARTNERSHIP; MICHAEL GIESLER, an in	INC 1104996

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):
14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

<p>16. Name and last known address</p> <p>Michael Giesler, an individual 225 N. El Cielo Road, #233 Palm Springs, CA 92262</p> <p>Driver's license no. [last 4 digits] and state: <input checked="" type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: <input checked="" type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address):</p> <p>Michael Giesler, an individual 225 N. El Cielo Road, #233 Palm Springs, CA 92262</p>	<p>17. Name and last known address</p> <p>Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address):</p>
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<p>18. Name and last known address</p> <p>Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address):</p>	<p>19. Name and last known address</p> <p>Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address):</p>
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20. Continued on Attachment 20.

ORIGINAL

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 196 Item 616 Assessment No.: 675302016-0

Assessee: WOO, STEPHEN W & EILEEN Y & GIESLER FAMILY LTD PARTNERSHIP

Situs:

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014

RECEIVED
2014 JUN -2 PM 4: 07
RIVERSIDE COUNTY
TREAS - TAX COLLECTOR

I/We pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 21,483.20 from the sale of the above mentioned real property. I/We were the lienholder(s), 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. 2008-0263415; recorded on 05/16/2008. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Grant Deed A.P.N.; 675-302-016, 675-302-017, 675-302-018

If the property is held in Joint Tenancy, the taxsale 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 portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 27th day of May, 2013 at Riverside CA
County, State

Michele Giesler General Partner
Signature of Claimant
Michele Giesler

Stephen Woo Eileen Woo
Signature of Claimant
Stephen Woo Eileen Woo

The Giesler Family LTD Partnership
Print Name

Print Name

P.O. Box 5763
Street Address

26 Champagne Circle
Street Address

Palm Springs, CA 92263
City, State, Zip

Rancho Mirage, CA 92270
City, State, Zip

760-567-6000
Phone Number

760-328-6168
Phone Number

e-mail: giesler@slicedfresh.com

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 196 Item 617 Assessment No.: 675302017-1

Assessee: WOO, STEPHEN W & EILEEN Y & GIESLER FAMILY LTD PARTNERSHIP

Situs:

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014

RECEIVED
2014 JUN -2 PM 4:07
RIVERSIDE COUNTY
TREAS - TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 20,112.20 from the sale of the above mentioned real property. I/We were the lienholder(s), 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. 2008-0263415, recorded on 05/16/2008. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Grant Deed A.P.N.: 675-302-016, 675-302-017, 675-302-018

If the property is held in Joint Tenancy, the taxsale 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 portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 27 day of may, 2014 at Riverside Co CA
County, State

Michele Giesler
Signature of Claimant

Michele Giesler Gener
The Giesler Family LTD Partnership
Print Name

PO Box 5763
Street Address

Palm Springs, CA 92263
City, State, Zip

760-567-6000
Phone Number

giesler@slicedfresh.com

Stephen Woo, Eileen Woo
Signature of Claimant

Stephen Woo Eileen Woo
Print Name

26 Champagne Circle
Street Address

Rancho Mirage, CA 92270
City, State, Zip

760-328-6168
Phone Number

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

RECEIVED
2014 JUN -2 PM 4: 07
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 196 Item 618 Assessment No.: 675302018-2

Assessee: WOO, STEPHEN W & EILEEN Y & GIESLER FAMILY LTD PARTNERSHIP

Situs:

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014

We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 13,272.65 from the sale of the above mentioned real property. We were the lienholder(s), 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. 2008-0263415; recorded on 05/16/2008. A copy of this document is attached here to. We are the rightful claimants by virtue of the attached assignment of interest. We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Grant Deed A.P.N.: 675-302-016, 675-302-017, 675-302-018

If the property is held in Joint Tenancy, the taxsale 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 portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 27 day of May, 2014 at Riverside, CA
County, State

Michelle Giesler Gen. Partner
Signature of Claimant
Michelle Giesler, Gen. Partner
Print Name
Giesler Family Ltd Partnership

Stephen Woo, Eileen Woo
Signature of Claimant

PO Box 5763
Street Address

Palm Springs, CA 92263
City, State, Zip

760-567-6000
Phone Number

giesler@slicedfresh.com

Stephen Woo Eileen Woo
Print Name

26 Champagne Circle
Street Address

Rancho Mirage, CA 92270
City, State, Zip

760-328-6168
Phone Number

WHEN RECORDED MAIL TO:

Stephen W. Woo
Eileen Y. Woo
26 Champagne Circle
Rancho Mirage, CA 92270

DOC # 2008-0263415

05/16/2008 08:00A Fee:9.00

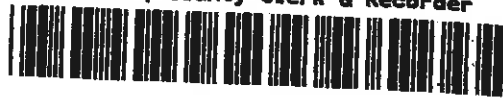
Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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C
806

A.P.N.: 675-302-016, 675-302-017, 675-302-018

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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM 806

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: 0.00
 computed on full value of property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale,
 unincorporated area: City of Cathedral City

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

The Giesler Family Limited Partnership, a California Limited Partnership

hereby GRANTS(S) to

Stephen W. Woo and Eileen Y. Woo, husband and wife as Joint Tenants as to an undivided one-half interest and
The Giesler Family Limited Partnership, a California Limited Partnership as to an undivided one-half interest in

the following described property in the, County of Riverside, State of California:

Lots 1255, 1256, and 1257, Palm Springs Panorama No. 2, as shown by Map on file in Book 39
of Maps, Page(s) 79 to 82, inclusive, records of Riverside County, CA.

Michele Giesler GP

Michele Giesler - General Partner
The Giesler Family Limited Partnership

Document Date: December 9, 2005

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On December 9, 2005 before me, Lynn K Reich, Notary Public
personally appeared Michele Giesler

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

WITNESS my hand and official seal.

Signature Lynn K Reich

This area for official notarial seal.

