

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 8/19/15

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

310A



FROM: Don Kent, Treasurer-Tax Collector

SUBMITTAL DATE:
AUG 19 2015

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 197, Item 122. Last assessed to: La Palma 120, LLC, an Arizona Limited Liability Company. District 3 [\$84,947] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from La Palma 120 LLC, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 434030024-6;
 (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 August 20, 2013 public auction sale. The deed conveying title to the purchasers at the auction was recorded October 2, 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 October 30, 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	\$ 84,947	\$ 0	\$ 84,947	\$ 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 9/14/15
 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: 3 Agenda Number: _____

9-55

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 197, Item 122. Last assessed to: La Palma 120, LLC, an Arizona Limited Liability Company. District 3 [\$84,947] Fund 65595 Excess Proceeds from Tax Sale.

DATE: AUG 19 2015

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Deny the claim from Found Extra Money, LLC, assignee for Lilli B. Musil;
3. Authorize and direct the Auditor-Controller to issue a warrant to La Palma 120, LLC in the amount of \$84,947.99, 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 two claims for excess proceeds:

1. Claim from La Palma 120, LLC based on a Grant Deed recorded July 27, 2005 as Instrument No. 2005-0598850.
2. Claim from Found Extra Money, LLC, assignee for Lilli B. Musil based on an Authorization, Assignment and Fee Agreement dated September 29, 2014 and a Short Form Deed of Trust and Assignment of Rents recorded February 7, 2007 as Instrument No. 2007-0089167.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that La Palma 120, LLC be awarded excess proceeds in the amount of \$84,947.99. The claim from Found Extra Money, LLC, assignee for Lilli B. Musil be denied since the Deed of Trust recorded is not associated with our parcel. 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.

Impact on Citizens and Businesses

Excess proceeds are being released to the last assessee of the property.

ATTACHMENTS (if needed, in this order):

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

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

RECEIVED
2014 AUG 18 AM 7:55
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector
Re: Claim for Excess Proceeds
TC 197 Item 122 Assessment No.: 434030024-6
Assessee: LA PALMA 120
Situs:
Date Sold: August 20, 2013
Date Deed to Purchaser Recorded: October 2, 2013
Final Date to Submit Claim: October 2, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 84,947.99 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. 2005-0598850 recorded on 7/27/2005. 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.

- "Certified Copy" of Recorded Deed (3 pages)
- Articles of Organization for La Palma 120
- Operating Agreement of La Palma 120
- Copy of Courtesy Notice & Excess Proceeds Letter

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 10th day of August, 2014 at Pima, AZ
County, State

Theresa A. Patterson
Signature of Claimant

Theresa A. Patterson
Print Name

8090 N. Painted Feather Dr
Street Address

Tucson, AZ 85743
City, State, Zip

520-631-1433
Phone Number

Jack E. Lane
Signature of Claimant

Jack E. Lane
Print Name

P.O. Box 21417
Street Address

Mesa, AZ 85277
City, State, Zip

480-797-2402
Phone Number

RECORDING REQUESTED BY:
SOUTHLAND TITLE CORPORATION

AND WHEN RECORDED-MAIL TO:

LA PALMA 120, LLC

C/O 3303 E. BASELINE, STE 109
GILBERT, AZ 85234



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		3				1	1	
									CM
A	R	L	COPY	LONG	REFUND	NCHG	EXAM		

Title Order No.: 15072174

Tra: 010

GRANT DEED

Escrow No.: 010298-CC

Survey Monument Fee \$10. Code 99

43

T
CM

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$1,086.80

- 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 SAN JACINTO AND

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

JERRY CHIEN-WEN CHEN and SHU-YA CHEN, Husband and Wife as Joint Tenants, as to an undivided 80.0000% interest and PETER LEE and JENNY I-JU LEE, Husband and Wife as Joint Tenants, as to an undivided 20.0000% interest

hereby GRANT(s) to:

LA PALMA 120, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

the real property in the City of SAN JACINTO, County of RIVERSIDE, State of California, described as: PARCELS 1 AND 3 OF PARCEL MAP 15592, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 87, PAGE 16 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

Also Known as: VACANT LAND DE ANZA, APN#434-030-022 & 024, SAN JACINTO, CA
AP#: 434-030-022-4 & 434-030-024-6

DATED May 24, 2005
STATE OF CALIFORNIA

COUNTY OF Los Angeles

On July 25, 2005

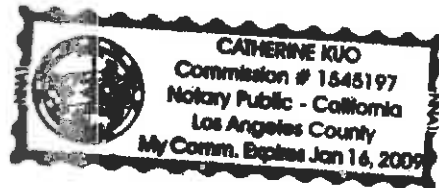
Before me, CATHERINE KUO

A Notary Public in and for said State, personally appeared

*JERRY CHIEN-WEN CHEN & SHU-YA CHEN & PETER LEE & JENNY I-JU LEE**

SIGNATURE ATTACHED HERETO AS EXHIBIT AND MADE A PART HEREOF.

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

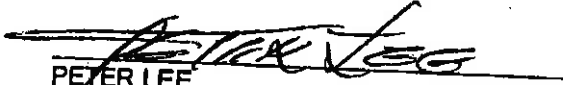
(This area for official notarial seal)

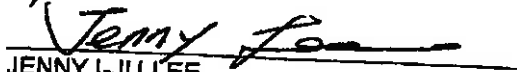
MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

SIGNATURE EXHIBIT


JERRY CHIEN-WEN CHEN


SHU-YA CHEN


PETER LEE


JENNY I-JU LEE



GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92503-0751
(909) 486-7000
<http://riverside.asccikrec.com>

NOTARY CLARITY

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

Name of Notary: Catherine Kuo
Commission #: 1545197
Place of Execution: L.A.
Date Commission Expires: Jan 16, 2009
Date: 7/27/05
Signature: Hector Madrigal
Print Name: Hector Madrigal

COMMISSIONERS
MARC SPITZER - Chairman
WILLIAM A. MUNDELL
JEFF HATCH-MILLER
MIKE GLEASON
KRISTIN K. MAYES



ARIZONA CORPORATION COMMISSION

BRIAN C. MCNEIL
Executive Secretary

JOANNE C. MACDONNELL
Director, Corporations Division

February 19, 2004

CP LAKE PLLC
1801 S JENTILLY LN STE C-8
TEMPE, AZ 85281

RE: LA PALMA 120, LLC
File Number: L-1116571-6

We are pleased to notify you that your Articles of Organization were filed on February 9, 2004.

You must publish a notice of the filing of your Articles of Organization OR alternatively, you may publish the Articles of Organization in their entirety. The publication must be in a newspaper of general circulation in the county of the known place of business, in Arizona as filed with the Commission, for three (3) consecutive publications. A list of acceptable newspapers in each county is attached and is also posted on the Commission web site www.cc.state.az.us/corp.

For your convenience we have provided a Notice of Publication form. Please complete this form, in its entirety, and submit to an appropriate newspaper of your choice. An affidavit from the newspaper, evidencing such publication, must be delivered to the Commission for filing WITHIN NINETY (90) DAYS from the date of this letter.

The Commission strongly recommends that you periodically check Commission records regarding the corporation. The Commission web site www.cc.state.az.us/corp contains information specific to each Limited Liability Company of record and is a good general source of information.

If you have any questions or need further information, please contact us at (602) 542-3135 in Phoenix, (520) 628-6560 in Tucson, or Toll Free (Arizona residents only) at 1-800-345-5819.

Sincerely,

MARY FLOREZ-GASTELO
Examiner
Corporations Division

LL:13
Rev: 01/2003

NOTICE
(for publication)

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE
ARIZONA CORPORATION COMMISSION FOR

I

Name: LA PALMA 120, LLC
L-1116571-6

II

The address of the registered office is: 3303 E. Baseline # 109
Gilbert, AZ 85234

The name and address of the Statutory Agent is: Chance P. Lake
1801 S. Jentilly Lane, HC-8
Tempe, AZ 85281

III

(Please check A or B.)

- A. Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:
- B. Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:

(Please check appropriate box)

KAREN N. GRUNINGER
1302 N. MISSION COVE LANE
Gilbert, AZ 85234 member manager

JACK LANE
3303 E. Baseline, Ste. 109
Gilbert, AZ 85234 member manager

Theresa PATTERSON
3651 W. Bellewood Place
Tucson, AZ 85741 member manager

member manager

AZ CORP COMMISSION
OF THE STATE OF AZ
FILED

STATE OF ARIZONA

2004 FEB -9 P 1:22

APPR K. Flores-Castelo
DATE APPR 29.04
TERM _____
DATE _____

ARTICLES OF ORGANIZATION

La Palma 120, LLC

L-1116571-6

A LIMITED LIABILITY COMPANY

1. **Name:** The name of the limited liability company is La Palma 120, LLC.
2. **Registered Office:** The address of the registered office of the limited liability company is: 3303 E. Baseline, #109, Gilbert, Arizona 85234.
3. **Agent for Service of Process:** Chance P. Lake of 1801 S. Jen Tilly Lane, #C-8, Tempe, Arizona, 85281, is appointed and by his signature below accepts appointment, to act as the agent for service of process.
4. **Members at Time of Formation:** There will be one or more member(s) at the time the limited liability company is formed.
5. **Date of Dissolution:** The limited liability company's existence will be perpetual.
6. **Management:** Management of the Limited Liability Company is at the time of formation of the Limited Liability Company and reserved for the member(s) whose name and address are as follows:

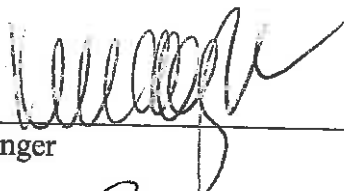
Managing Member(s)/Member):

Karen N. Gruninger
1302 N. Mission Cove Lane
Gilbert, AZ 85234

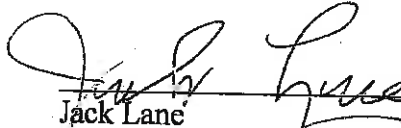
Jack Lane
3303 E. Baseline, Ste. 109
Gilbert, AZ 85234

Theresa Patterson
3651 W. Bellewood Place
Tucson, AZ 85741

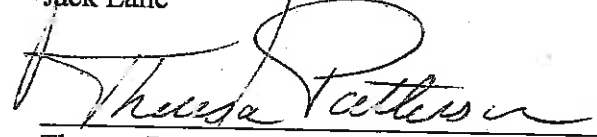
SIGNATURES OF MEMBER(S):



Karen Gruninger



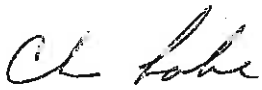
Jack Lane



Theresa Patterson

Dated: January 27, 2004

I, Chance P. Lake, having been designated to act as the Agent for Service of Process, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.



Chance P. Lake, Agent for Service of Process

OPERATING AGREEMENT
OF
LA PALMA 120, LLC
AN ARIZONA LIMITED LIABILITY COMPANY

1. Effective Date: JANUARY OF 2004
2. Effective Place of Execution: ARIZONA
3. Fiscal Year: DECEMBER 31ST
4. Members: Members are set forth on the Schedule of Members and Contributions to Capital attached as Exhibit A to this certificate.
5. Attorney Who Drafted This Agreement:
6. Principal Place of Business (Hereinafter Company Location): ARIZONA
7. Address of Office where Records under ARS statutes Are Kept: 3303 E. BASELINE, #109, GILBERT, AZ 85234
8. Name and Address of Agent for Service of Process: CHANCE P. LAKE OF 1801 S. JENTILLY LANE, C-8, TEMPE, AZ 85281
9. Character of Business: The character of the business of the Limited Liability Company (hereafter "LLC") is the transaction of any and all lawful business under the laws of the State of Arizona.
10. Documents Incorporated by Reference:
 - Exhibit A Schedule of Members and Contributions to Capital
 - Exhibit B Statement of Amounts of Cash, Property or Services Contributed by Each Member

TABLE OF CONTENTS

1.	Organization	3
2.	Contributions	4
3.	Profits and Losses	5
4.	Management	7
5.	Additional Members	13
6.	Dissolution of LLC	15
7.	Miscellaneous	22
8.	Execution and Certification	24
	EXHIBIT A -- Schedule of Members and Contributions to Capital	26
	EXHIBIT B -- Statement of Amounts of Cash, Property, or Services Contributed by Each Member	27

Part 1 Organization

1. **Name.** Name of the LLC is set forth on the caption page hereof.
2. **Character of Business.** Character of the business is set forth on the caption page hereof.
3. **Location.** Principal place of business of the LLC is as set forth on the caption page or at any other place, within or without the State of Arizona, as the members shall determine.
4. **Members.** Agreement is entered into by the members whose names and addresses are designated on Exhibit A annexed hereto.
5. **Term.** Term of this LLC shall be perpetual, commencing as of the day and year subscribed herein, unless the LLC is sooner completely terminated and dissolved.
6. **Annual Meeting.** Annual meeting of the members of the LLC shall be held on the second to last Wednesday before the end of the fiscal year, or at any other time as the members shall decide.
7. **Trust Corporation, Partnership, or other LLC as Member.** If a trust, corporation, partnership or other LLC is a member, the death, incompetence, insolvency, or assignment by any beneficiary, shareholder, partner, or member of such entity who has a beneficial or ownership interest of 50% or more of that other entity shall, for the purpose of this agreement, constitute the death, incompetence, insolvency, or assignment by the said member who is a party to this agreement.

Part 2

Contributions

1. **Original Contributions.** Each member shall contribute, as of the date of this agreement, the cash, property, or services valued at the amount set forth opposite his respective name in Exhibit B annexed hereto, which shall constitute the initial contribution of capital to the LLC.
2. **Additional Contributions.** Additional capital is required, the members may make contributions in proportion to the manner in which profits are shared. Additional capital may be contributed in disproportionate amounts upon written consent of the members. Capital contributed by any member in excess of such proportionate share shall be deemed a loan to the LLC in the amount of such excess. Any such loan shall be repayable as the members may agree at the time of such contribution or from time to time and shall bear interest until repaid at the prime rate plus two percentage points at the bank where the LLC funds are deposited, but at no less than 8% per annum.
3. **Loaned Property.** All property originally brought into the LLC is LLC property. Any contrary intent as to any particular items of property shall be indicated by either written notice to the remaining members or a descriptive label on the particular item.
4. **Return of Contribution.** Capital contribution of each member is to be returned only upon the complete dissolution and termination of the LLC. A member has, however, the right to withdraw from the LLC if such withdrawal is effected in the manner as provided for in this agreement.
5. **Limitation on Withdrawal.** A member shall not be entitled to withdraw any initial or additional capital during the existence of the LLC unless and to the extent that the members so agree, except as provided in this agreement. If it shall ever be deemed advisable to reduce the amount of capital, the amount of such reduction shall be determined by the managing member or members, and the same shall be distributed to the members ratably according to their respective interests in the capital of the LLC.
6. **Interest on Capital Contributions.** Interest shall be paid on original or any subsequent contributions to capital.
7. **Treatment of Loans.** As permitted in this agreement, shall be upon promissory notes made and delivered to or the LLC. The interest rate and method of repayment shall be set forth clearly on the face of such notes. Any loan handled in this manner shall be deemed an advance, shall not bear interest, and shall be payable within 90 days after written demand.
8. **Capital Account.** There shall be maintained, in the name of each member, a capital account. Any increase or decrease in the value of the LLC on any valuation date shall be credited or debited, respectively, to each member's capital account on that date. Any other method of evaluating each member's capital account may be substituted for this method, provided that such substituted method results in exactly the same valuation as previously provided herein.
9. **Return of Contribution in Property Other than Cash.** Members are given the right to demand and receive property other than cash in return for their contributions, subject to the terms and conditions of any written agreement signed by all members.

Part 3

Profits and Losses

Fiscal Year. Fiscal year of the LLC shall be that set forth on the caption page hereof.

2. **Salaries to Members.** Member shall receive a salary for services rendered to the LLC except as the members may unanimously authorize.

3. **Allocation of Income.** At any time this LLC would be deemed an investment company under Internal Revenue Code §721(b), then the contribution of specific assets to the formation of the LLC shall be traced to the contributing member. Contributing member shall be allocated all income, gain, or loss and deduction with respect to such property as provided in the Committee Reports P.L.10, under Internal Revenue Code §721.

4. **Salary Winding Up.** Salary will be paid to a member for services performed in winding up the affairs of the LLC, under any applicable provisions of the Arizona Limited Liability Company Act, in a reasonable amount as agreed between the parties having an interest in the LLC or by arbitration.

5. **Draws.** Member may draw out of the LLC account during the fiscal year such amount as the members may from time to time determine. Each member's share of profits and losses of the LLC shall be credited or charged, respectively, to his drawing account. The members may determine to charge any loss to the members' capital accounts and to transfer amounts from the members' drawing accounts to their capital accounts. All such charges and transfers shall be in proportion to each member's respective interest in losses and profits of the LLC

6. **Draws in Excess of Profit Share.** If any member draws out more than his share of net profits for such year, as determined by the annual review, he shall immediately repay that excess within ten days and, upon failing to do so, shall execute a promissory note bearing interest at the maximum legal rate until his share of the profits shall be available to repay the principal and interest due on the note; if sufficient profits are not available within one year to repay the note with interest, he shall in all events pay it within one year of the audit.

7. **Profits and Losses.** Members shall share profits and losses of the LLC in the same percentages as their respective Percentage of Ownership and Percentage of Profit Distribution as set forth in Exhibit A to this agreement, or according to the capital accounts as determined by the accountant for the LLC at the end of each fiscal year, if there is a variance from the percentages set forth in the latest Exhibit A to this agreement and any amendments hereto.

8. **Formula for Profit Determination.** Determining the net profits of the LLC for any accounting period, the deductions from gross receipts of the LLC shall include:

- a. Disbursements made by or on behalf of the LLC for the usual and customary expenses of conducting the business;
- b. Taxes chargeable to the LLC as such and paid by it;
- c. Adequate reserves for taxes accrued or levied but not yet payable;
- d. Interest on all interest-bearing loans of the LLC;
- e. Salaries paid to employees and to members;
- f. Adequate reserves for depreciation of LLC property and for contingencies, including bad accounts;
- g. Proper allowance for all liabilities accruing; and
- h. Any and all other disbursements, incidental to the conduct of the business, made by the LLC during such accounting period, except payments to members on account of LLC profits.

9. **Losses in Excess of LLC Contributions.** No member shall be obligated under any circumstances to invest in this venture any sum in excess of his original contribution, but he may contribute additional capital as provided in paragraph 2.2 (Additional Contributions).

10. **Discretion on the Distribution of Profits.** Other provisions notwithstanding, the earnings of the LLC shall be distributed at least annually except that all or some of the earnings may be retained by the LLC and transferred to LLC capital for the reasonable needs of the business as determined at the sole discretion of the members.

Part 4 Management

1. **Management Duties and Limitations of Members.** The members shall have equal rights to participate in the management of the LLC. Unless otherwise provided by this agreement, all decisions shall be by majority vote, and each member shall be entitled to one vote. No member shall, without the consent of the other members:

- a. Borrow or lend money or make and deliver any commercial paper, mortgage or security agreement on behalf of the LLC.
- b. Sell or contract to sell any LLC property other than the type sold in the ordinary course of LLC business.
- c. Assign, sell or encumber his interest in the LLC
- d. Become a surety, guarantor or accommodation party on any obligation.

2. **Rights, Powers and Liabilities of Members.** A member shall have all the rights and powers and be subject to all the restrictions and liabilities necessary to carry out the business of the liability company, except that, without the written consent or ratification of the specific act by all the members, a member has no authority to:

- a. Do any act in contravention of the Articles of Organization or this Agreement.
- b. Do any act which would make it impossible to carry on the ordinary business of the LLC.
- c. Confess a judgment against the LLC.
- d. Possess LLC property, or assign his or her rights in specific LLC property, for other than an LLC purpose.
- e. Admit a person as a member.
- f. Continue the business with LLC property on the withdrawal, death, retirement or insanity of a member.

3. **Books of Account.** LLC shall keep books of account adequate for its purposes. The books of account shall be maintained at its principal place of business and shall be open at all times to inspection and copying by any member. The books of account shall be reviewed at the end of each fiscal year by a public accountant selected by the members. Every member shall have access to and may inspect or copy the LLC books as provided under the applicable provisions of the Arizona Limited Liability Company Act. The books shall also, upon reasonable request, be open to the inspection of the executor, administrator or guardian of any deceased or legally incapacitated member.

4. **Basis of Accounting.** LLC books shall be kept on a cash or accrual basis, based on the recommendations of the accountant or lawyer and approved by a majority of the members.

5.

Financial Statements. At the end of the annual accounting period, or more frequently as may be prescribed, or as soon thereafter as is practicable, the members shall direct the preparation of financial statements reflecting the transactions of the LLC for the preceding period. Such statements shall consist of a balance sheet, profit and loss statement, statement of changes in members' capital and income, and such other information as the members deem advisable. Copies in writing of such statements shall be furnished and delivered to each member; additional copies of such statements shall be kept in the office specified under ARS for a period of not less than three years. Each member's earnings and losses shall be determined by the provisions of this LLC agreement, as set forth elsewhere in this agreement and the Arizona Limited Liability Company Act. At the end of each quarter, the members shall determine the cash requirements for the succeeding quarter and any cash on hand in excess of such determined requirements shall be distributed ratably to the members.

6. **Banking.** All LLC funds shall be deposited in an account in a bank or other financial institution selected by the members. All withdrawals from that account shall be made only for LLC purposes and upon the signature of any person so authorized by the members.

Brokerage Account. LLC may select a broker and enter into such agreements with the broker as required for the purchase or sale of stocks, bonds and securities. Stocks, bonds and securities owned by the LLC shall be registered in the LLC name unless another name shall be designated by the LLC

8. **Transfer of Securities.** Any corporation or transfer agent called upon to transfer any stocks, bonds or securities to or from the name of the LLC shall be entitled to rely on instructions or assignments signed by any one of the members designated by the LLC to make withdrawals from the LLC bank account, without inquiry as to the authority of such persons, or as to the validity of any transfer to or from the name of the LLC. At the time of transfer, the corporation or transfer agent is entitled to assume (a) that the LLC is still in existence and (b) that this agreement is in full force and effect and has not been amended unless the corporation has received written notice to the contrary.

9. **Written Minutes.** Minutes of the business transacted at LLC meetings shall be made and retained at the LLC's business office only if requested by any member. Generally, minutes will not be made unless so requested.

10. **Meetings.** Of the members may be called at any time by any member upon reasonable notice in writing, unless waived during such meeting.

11. **Place of Meetings.** Of the members may be held at such place within or without the State of Arizona as a majority of the members shall appoint.

12. **Managing Member Powers.** Members shall have full, exclusive and complete discretion in the management, operation, direction and control of the affairs of the LLC for the purposes herein stated and shall make all decisions affecting its affairs. Where there are multiple members and no managing member has been designated in writing by the members, then all members may together, by written concurrence, perform all acts and exercise all powers of the managing member. The members may at any time in writing designate a managing member, who shall be one of the members, to exercise the complete control of the supervision and coordination of all LLC activities for a given fiscal year. The managing member shall manage and control the affairs of the LLC to the best of his ability and shall use his best efforts to carry out the character of its business and to perform the duties as set forth in this agreement, including but not limited to the following powers:

a. **To Sell.** Sell, lease, pledge, mortgage, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, any and all property at any time forming a part of the LLC property, in such manner, at such time or times, for such purposes, for such prices and upon such terms, credits and conditions as he deems advisable. Any lease made by the managing member (or members) may extend beyond the period fixed by statute for leases made by LLCs and beyond the duration of the LLC

b. **To Invest.** To invest and reinvest the LLC assets, both principal and income if accumulated, in any property or undivided interests therein, wherever located, including bonds, notes (secured and unsecured), stock of corporations (including stock of managing member or members), real estate (or any interest therein), and interests in trusts, including common trust funds, without being limited by any statute or rule of law concerning investments of LLCs and to hold on deposit or to deposit any funds in one or more banks in any form of account whether or not interest

c. **To Hold Property.** To retain, without liability for loss or depreciation resulting from such retention, original property, real or personal, received by him from the LLC, including but not limited to stocks and securities, for such time as to him shall seem advisable; although such property may not be of the character prescribed by law or by the terms of this instrument for the investment of other LLC assets, and although it represents a large percentage or all the LLC assets, that original property may accordingly be held as a permanent investment.

d. **To Operate Business.** To operate and manage, at the sole risk of the LLC and not at the risk of the managing member, any property or business received by him, as long as he deems advisable; the managing member is authorized to incorporate any unincorporated business received hereunder; to accept beneficial employment with or from any business in which the LLC may be interested, whether by way of stock ownership or otherwise, and even though the interests of the LLC in the business shall constitute a majority interest therein, or the complete ownership thereof; and to receive appropriate compensation from such business for such employment.

e. **To Lease.** Lease property upon any terms or conditions and for any term of years although extending beyond the period of the LLC

f. **To Develop.** Develop, improve, lease, partition, abandon, subdivide, dedicate as parks, streets and alleys, and grant easements and rights with respect to any real property or improvements of this LLC, and to improve, construct, repair, alter, reconstruct, or demolish any such improvements, and to lease for any periods, all or any part of the LLC assets, upon such terms and conditions and for such considerations as he deems advisable. Lease may be made for such period of time as the managing member deems proper, without regard to the duration of the LLC or any statutory restriction on leasing and without the approval of any court.

g. **To Insure and Change.** Insure, improve, repair, alter and partition real estate, erect or raze improvements, grant easements, subdivide, or dedicate property to public use.

h. **To Register.** To cause any of the investments which may be delivered to or acquired by him to be registered in his name or in the name of his nominee; any corporation or its transfer agent may presume conclusively that such nominee is the actual owner of any investment submitted for transfer; to retain any investment received in exchange in any reorganization or recapitalization.

i. **To Acquire Stock Rights.** To acquire stock and securities of a corporation by the exercise of rights to acquire stock and securities issued in connection with the stock of any corporation comprising a portion of the LLC property, including but not limited to the following: vote in person or by general or limited proxy with respect to any shares of stock or other securities held by him; to consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution or liquidation of any corporation in which the LLC may have any interest, or to the sale, lease, pledge or mortgage of any property by or to any such corporation; and to make any payments and to take any steps which he may deem necessary or proper to enable the LLC to obtain the benefit of such transaction.

j. **To Employ Agents.** Employ agents, experts and counsel, investment or legal, even though they may be associates with, employed by, or counsel for any of the members; and to make reasonable and proper payments to such agents, experts or counsel for services rendered.

k. **To Dissolve Corporations.** Enter into an agreement making the LLC liable for a prorata share of the liabilities of any corporation which is being dissolved, and in which stock is held, when, in his opinion, such action is in the best interests of the LLC

l. **To Contract.** Complete, extend, modify or renew any loans, notes, bonds, mortgages, contracts or any other obligations which the LLC may owe or be a party to or which may be liens or charges against any property of the LLC, although the LLC may not be liable thereon, in such manner as he may deem advisable; to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the LLC against others or of others against the LLC as he may deem advisable, including the acceptance of deeds of real property in satisfaction of bonds and mortgages, and to make any payments in connection therewith which he may deem advisable.

m. **To Borrow.** To borrow money for any purpose connected with the protection, preservation or improvement of the LLC assets whenever in his judgment advisable, and as security to mortgage or pledge any real estate or personal property forming a part of the LLC assets upon such terms and conditions as he may deem advisable.

n. **To Set Up Reserves.** Set up, out of the rents, profits or other income received, if any, reserves for taxes, assessments, insurance premiums, repayments of mortgage or other indebtedness, repairs, improvements, depreciation, obsolescence and general maintenance of buildings and other property, and for the equalization of payments to or for members entitled to receive income, as he shall deem advisable.

o. **To Determine Value.** Determine the market value of any investment of the LLC for any purpose on the basis of such quotations or information as the managing member may deem pertinent and reliable without any limitation whatsoever; to distribute in cash or in kind upon partial or final distribution.

p. **To Pay Costs.** To pay all costs, charges and expenses of the LLC and pay or compromise all taxes pertaining to the administration of the LLC which may be assessed against it or against the managing member on account of the LLC or the income thereof.

q. **To Purchase Insurance.** To carry insurance against such risks and for such amounts and upon such terms as the managing member deems necessary and for the protection of the managing member or any member of the LLC, and to purchase policies of insurance on the life of any other person in whom the LLC may have an insurable interest, and to continue in effect or to terminate any life insurance policy which may be owned or held by any the LLC; and to pay (from income or principal) any premiums or other charges, and to exercise any and all rights or incidents of ownership in connection therewith.

r. **To Buy on Margin.** Buy, sell and hypothecate securities on margin; to buy, sell and write "put and call" options; and to transact all types of securities transactions with a brokerage firm that are allowed under SEC regulations.

s. **To Inform Members.** Inform the members periodically as to the progress of acquisition, development, operation and pending disposition of the LLC property and other property owned by the LLC

t. **To Maintain Records.** To maintain complete and accurate records of the business affairs of the LLC, keeping all correspondence relating to its business and the original records of all statements, bills and other instruments furnished the LLC in connection with its business for a period of six years; and to maintain all other records required to be maintained by law.

u. **To Cause Examination of Records.** Cause the records and accounts of the LLC to be examined and reviewed as of the close of each fiscal year by an independent certified public accountant selected by the managing member, and to cause such accountant to timely prepare and furnish to each member a copy of the statement of the financial condition of the LLC, a statement of the capital accounts of all the members, and a statement of income or loss, together with copies of the LLC tax returns in the form to be filed with the IRS and the State of Arizona.

v. **To Accept Gifts.** Accept on behalf of the LLC any contribution, gift, bequest or devise for the

general purposes or for any special purpose of the LLC

w. **To Implement Powers Execution of Documents.** In order to implement his powers, to execute and deliver all deeds, assignments, leases, sub-leases, engineering and planning contracts, management contracts, maintenance contracts and construction contracts covering or affecting LLC property; to execute and deliver all checks, drafts, orders, promissory notes, mortgages, deeds of trust, security agreements and all other instruments and documents of any kind or character relating to the affairs of the LLC

x. **Additional Powers Given by Law.** Powers enumerated above shall be construed as being in addition to any other authority given or conferred upon the managing member by law.

y. **Continuation of Powers.** Managing member may exercise all powers and authority, including any discretion, after the termination of the LLC created herein until the same is finally distributed.

13. **Term of Managing Member.** Unless otherwise agreed in writing by all the members, the term of the managing member shall be one fiscal year. Upon termination of the managing member's term, another member, if there be more than one, shall automatically begin his term as managing member for the next fiscal year. The next succeeding managing member shall be the oldest member in age who has not served a term as managing member, until all have served a term, after which the rotation shall begin again. If there is only one member, he shall continue as managing member until another member qualifies.

14. **Compensation of Managing Member.** Members may authorize the payment of a prescribed salary to the managing member.

15. **LLC Transactions in Securities and Oil and Gas Interests.** Nothing in this agreement intends to prohibit any member from buying or selling securities for his own account, including securities of the same issues as those held by the LLC, and the members may buy securities from or sell securities to the LLC. Nothing in this agreement prohibits any member from dealing in any property, including oil, gas and other minerals, for such member's own account nor from dealing with and between the LLC with respect to any properties including oil, gas or other minerals.

16. **Written Reports.** 90 days after the close of each fiscal year, the members shall furnish to each member, upon request, a written report setting forth as of the end of such year:

- a. The assets and liabilities of the LLC;
- b. The net profit or net loss of the LLC;
- c. Such member's closing account and the manner of its calculation;
- d. Any other information necessary to enable such member to prepare his individual income tax returns;
- e. Such member's LLC percentage for the succeeding fiscal year or interim period.

and

17. Special Power of Attorney to Member. Each member (for himself, his successors and assigns) hereby constitutes and appoints each of the members (and each person who may be subsequently substituted as a member) his true and lawful attorney-in-fact, and empowers and authorizes each such attorney-in-fact, in the name, place and stead of each such member, to execute and acknowledge any and all amendments to Exhibit A attached hereto from time to time necessary to reflect any change in the LLC of the membership or in the address or percentage of ownership of any member which occurs in accordance with the terms of this agreement; and to make, execute, sign, swear to, acknowledge and file in such place or places as may be required by law any documents, certificates, or instruments which by law may be required or permitted to be made and filed in connection with the formation or continuation of the LLC and the admission of the members in accordance with the terms of this agreement; and to include therein all information required by law and any such additional information as he may deem appropriate, hereby ratifying and confirming all actions which may be taken by said attorney-in-fact pursuant to this paragraph. The power of the attorney-in-fact hereby granted is a special power of attorney, coupled with an interest, and is irrevocable; may be exercised by any such attorney-in-fact for executing any agreement, certificate, instrument or document with the single signature of any such attorney-in-fact acting as attorney for all the members; and shall survive the delivery of an assignment by a member of the whole or a portion of his interest in the LLC, except that, where the purchaser, transferee or assignee of such interest is admitted as a substituted member, 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. Such attorney-in-fact shall not, however, have any right, power or authority to amend or modify the provisions of this agreement when acting in such capacity except as permitted by law.

Part 5 Additional Members

1. **Admission of New Members.** With the written unanimous consent of the members, new members may be admitted into the LLC upon the payment of such capital contribution and upon such terms as the members unanimously decide. In the event that new members are admitted into the LLC, the share of each new member in the profits and losses shall be in such proportion as may be agreed upon between all the members and the new member.

a. **Signature on Operating Agreement.** For purposes of admitting new members to the LLC and setting forth the capital contributions and shares of profits and losses of new members, signing a copy of this Operating Agreement, with amended Schedule A and Schedule B, shall be all that is required to show the consent, capital contributions and shares of profits and losses as provided in this paragraph. By signing this Operating Agreement, new members shall be conclusively presumed to have read this agreement and to have become parties to this agreement as of the date of signing, and to be bound by all the terms and conditions of this agreement.

b. **Initial Investment.** Each additional member admitted to the LLC shall make an initial investment in the LLC of a sum based upon the then current market value of the shares of each of the individual members, as determined by initial agreement between the existing members and prospective members, and shall pay any costs that may be incurred to effectuate such additional members' admission to the LLC

c. **Right to Assign LLC Interest.** A member shall have the right to assign all or part of his interest in the LLC. Such an assignment shall be effective only to give the assignee the right to receive the distributions to which his assignor would otherwise be entitled.

2. **Marital Community.** If the interest of any member is held as community property, then that member's spouse does hereby ratify and confirm this agreement, consenting that his or her respective community interest in and to the LLC assets shall be embraced by the terms and provisions of this agreement. The spouse specifically agrees to execute and deliver such documents as shall be necessary and proper to effectuate and implement the intentions and purposes of this agreement. Furthermore, such spouse, in furtherance of this agreement, shall not make testamentary disposition of his or her community interest in and to the LLC assets in any manner which will contravene the terms and provisions of this agreement, and the personal representative of such spouse shall be obligated to perform this agreement.

3. **Member's LLC Interest in Case of Divorce.** In the event of a divorce, the LLC interest owned by a married couple (or their revocable trust) shall go to the spouse named herein as a member with equivalent assets going to the other spouse. If there are not enough other assets to equal the LLC interest, the other spouse will have a lien on the LLC interest, but not an equity interest that would permit such person to attend LLC meetings.

4. **Priorities as Between Members.** Member has any right to priority over other members as to contributions or as to compensation by way of income.

5. **Compliance with Law.** Members shall sign and swear to any document required by the Arizona Limited Liability Company Act and shall cause such document to be filed as required by that Act, and shall take any other action necessary to comply with the requirements of that Act, as provided in the applicable provisions of the Arizona Limited Liability Company Act.

6. **Assignments by Operation of Law.** Any interest is transferred, assigned or conveyed to an immediate member of a member's family or to an estate of a deceased member, the members shall be notified.

Part 6 Dissolution of LLC

1. **Dissolution.** Upon entry of a decree of judicial dissolution or upon any event of withdrawal of a member or if all the members consent in writing that the LLC be dissolved, the LLC shall be dissolved and its affairs shall be wound up.

2. **Events of Withdrawal of a Member.** Except as approved by the specific written consent of all members at the time, a person ceases to be a member of the LLC upon the happening of any of the following events:

a. **Withdrawal.** The member withdraws from the LLC after giving all the other members 90 day prior written notice of such action;

b. **Assignment.** The member ceases to be a member of the LLC by assigning all his LLC interest;

c. **Removal.** The member is removed as a member in accordance with this LLC agreement;

d. **Bankruptcy or Reorganization.** The member:

(1) **Assignment to Creditors:** makes an assignment for the benefit of creditors;

(2) **Petition for Bankruptcy:** files a voluntary petition in bankruptcy;

(3) **Adjudicated Bankrupt:** is adjudicated a bankrupt or insolvent;

(4) **Petition for Reorganization:** files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;

(5) **Admission of Allegations of Bankruptcy:** files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of this nature; or

(6) **Appointment of Receiver:** seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the member or of all or any substantial part of his properties.

e. **Commencement of Proceeding for Reorganization.** One hundred twenty days after the commencement of any proceeding against the member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if within 90 days after the appointment without his consent or acquiescence of a trustee, receiver or liquidator of the member or of all or any substantial part of his properties, the appointment is not vacated or stayed or within 90 days after the expiration of any such stay, the appointment is not vacated;

f. **For Natural Person.** In the case of a member who is a natural person,

(1) **Death:** his death; or

(2) **Incompetence:** the entry by a court of competent jurisdiction adjudicating him incompetent to manage his person or his estate;

g. **Termination of Trust.** In the case of a member who is acting as a member by virtue of being a trustee of a trust, the termination of the trust but not merely the substitution of a new trustee;

h. **Winding Up of Partnership.** In the case of a member that is a partnership or separate LLC, the dissolution and commencement of winding up of the partnership or separate LLC;

i. **Dissolution of Corporation.** In the case of a member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or

j. **Distribution of Estate.** In the case of an estate, the distribution by a fiduciary of the estate's entire interest in the LLC

k. **According to Statute.** Any other Event of Withdrawal as provided in ARS statutes of the Arizona Limited Liability Company Act.

3. **Continuation of Business.** Within 90 days after an event of withdrawal of a member, all members may agree in writing to continue the business of the LLC and to the appointment of one or more additional members if necessary or

desired.

4. **Execution of Documents.** In the event of the continuation of the LLC by the remaining members, the former member or his legal representative, as appropriate, shall execute all documents necessary for the continuation of the LLC

Name of LLC. If the surviving members continue the business under paragraph 6.2 (Continuation of Business) they shall have the right to use the LLC's name without any further payments other than those payable to a withdrawing member under this agreement.

6. **Order of Distribution Upon Dissolution.** Upon dissolution for any reason, the order of distribution shall be as follows:

a. **Expenses.** Expenses of liquidation.

b. **Creditors.** Creditors, including members who are creditors, shall be paid and satisfied to the extent permitted by law for liabilities of the LLC other than liabilities to members for distributions under ARS statutes.

c. **Distributions under ARS statutes.** Each member or former member shall receive any distributions under ARS statutes to which he is entitled.

d. **Member's Contribution.** Each member shall receive a return of his contribution.

e. **Interest in LLC.** Each member shall receive the fair value of his interest in the LLC

f. **Specific Property.** In making the distributions pursuant to sub-paragraphs "d" and "e" of this provision, personal property (including cash) shall be distributed ratably to all the members. As to real property, the members shall seek agreement among all the members as to a disposition thereof and, failing to obtain such approval, shall:

(1) **Co-member Deed.** Cause a co-member deed to be drawn in which each member shall be named grantee of an undivided tenancy in common interest equal to his percentage interest in the LLC; and

(2) **Time of Distribution.** Such distribution in dissolution shall be effected as promptly as good business procedure permits.

7. **Preferential Rights - Procedure.** Should a member desire to withdraw from the LLC by assigning his interest to a third party, he shall have the right to do so provided: (i) all members consent to substitute the purchaser as a member; (ii) the LLC or the members are given a right of first refusal; and (iii) if the LLC elects not to exercise the right of first refusal, then the members shall be given preferential rights to purchase their ratable shares. The consent by the members to the member withdrawing and assigning to a third person shall not be unreasonably withheld, and if there be a dispute as to reasonableness, such dispute shall be determined under the procedures and provisions of the LawForms Integrity Agreement (Uniform Agreement Establishing Procedures for Settling Disputes) entered into by the parties prior to or concurrently with the adoption of this agreement. Prior to any sale or assignment by a withdrawing member, that withdrawing member shall set forth in writing and deliver to the other members the details of the contemplated sale or assignment.

a. **Preferential Rights - Purchase by LLC.** The LLC shall have 60 days from the date it receives the written details of the contemplated sale or assignment within which to have the LLC, consisting of the remaining members, purchase the interest offered for sale or assignment for like terms.

b. **Preferential Rights - Purchase by Other Members.** If the members cannot agree for the LLC to purchase that interest, then the other members shall have 30 days to give notice to the withdrawing member of their intent to purchase for like terms their pro-rata share of that LLC interest plus their pro-rata share of any remaining member who elects not to purchase his preferential share. The analogous common law relative to preferential rights of shareholders to purchase the shares of another shareholder shall be incorporated by reference in protecting the rights of the remaining members to exercise their rights to ratably purchase the share of the withdrawing member.

c. **Preferential Rights - Assignment to Third Party.** If the remaining members fail to purchase the LLC interest offered for sale, then the selling member may complete the sale or assignment to the third party according to the terms of the sale or assignment, provided he has complied with the provisions of this paragraph.

8. **Voluntary Withdrawal and Sale to Third Parties.** A member may sell or assign his interest to a third party provided he complies with the preferential rights defined in this agreement.

9. **Assignment to Issue of Member.** Furthermore, a member may assign to his issue, (including legally adopted issue), either by way of gift or for consideration, without complying with the preferential rights provision of this agreement, and such assignee shall become a member to the extent of the interest which was assigned, provided all members consent in writing to the assignment. This consent shall not be unreasonably withheld, and if there is a dispute

as to reasonableness, it shall be settled under the procedures and provisions of the LawForms Integrity Agreement (Uniform Agreement Establishing Procedures for Settling Disputes) entered into by the parties prior to or concurrently with the adoption of this agreement.

10. **Voluntary Withdrawal and Sale to Remaining Members - Purchase of Interest.** If a member elects to withdraw from the LLC and cannot comply with the preferential rights provision allowing the withdrawing member to sell or assign his interest to a third party, then the withdrawing member shall have the right to have his interest purchased by the LLC or the remaining members. The member desiring to withdraw from the LLC under this provision shall give 60 days notice of his intent to have the other members purchase his share by submitting such notice in writing, mailed to all members, with the 60 days running from the date of the postmark on the notice. If the remaining members cannot agree within that 60-day period to have the LLC purchase the withdrawing member's interest according to the terms of this agreement, then the remaining members shall be given 30 days to give notice of their intent to exercise their preferential rights to ratably purchase the interest of the withdrawing member according to the terms of this agreement. If the remaining members individually do not elect within that 30-day period, according to the terms of this agreement, to purchase all the interest of the withdrawing member, then the LLC shall within ten days thereafter give notice of its intent to purchase any portion of the withdrawing member's interest which had not been committed for purchase by the individual members. Should the LLC not purchase that remaining interest, then the LLC shall be dissolved in accordance with this agreement.

11. **Voluntary Withdrawal and Sale to Remaining Members - Value of Interest.** The LLC or members electing to purchase the withdrawing member's interest shall purchase that interest for its fair market value as determined in this agreement according to the terms of purchase prescribed for the LLC or members in this agreement (paragraphs 6.18 [Fair Market Value Determination Upon Other Withdrawals] and 6.19 [Terms of Purchase by LLC or Members]). The price which the remaining members or LLC shall pay for the interest of the withdrawing member shall be discounted 25% from the fair market value. For every year that a member remains in the LLC, the above-stated discount charged against the withdrawing member shall be reduced by one percent. For instance, if the discount is 25% and the member has had an interest in the LLC for three full years, then the discount would be reduced to 22%. The purpose of this provision is to encourage the members to remain in the LLC as long as possible before withdrawing from participation in the LLC. This provision will not prevent the members among themselves agreeing to a fair price to pay for the withdrawing member's interest.

12. **Involuntary Withdrawal Resulting from Creditors' Proceedings, Levies or Bankruptcy.** If the interest of a member is substantially affected by creditors' proceedings, levies on that member's interest, or bankruptcy or other insolvency proceedings of that member, then, in such event, this paragraph shall be applicable. In that event, the remaining members shall have the right to immediately purchase the share of the member affected by the creditors' proceedings for the fair market value determined under this agreement (paragraph 6.18 [Fair Market Value Determination Upon Other Withdrawals]), in accordance with the terms of purchase by the LLC or members (paragraph 6.19 [Terms of Purchase by LLC or Members]). However, the purchase price shall be discounted from fair market value 50% in order to compensate the LLC for the additional risks and problems resulting from the creditors' proceedings. The procedure for effectuating the purchase shall be in accordance with the preferential rights provision of this agreement.

13. **Involuntary Withdrawal Upon Death.** If a member withdraws from the LLC by reason of death, then this provision shall be applicable. The LLC or the members shall, under the preferential rights provision of this agreement, purchase the interest of the deceased member from his personal representative at the fair market value determined upon death, disability or retirement according to this agreement (paragraph 6.15 [Fair Market Value Determination Upon Death]) and upon the terms of purchase by the LLC or the members established by this agreement (paragraph 6.19 [Terms of Purchase by LLC or Members]). The price which the remaining members or the LLC shall pay for the interest of the deceased member shall be discounted 10% from the fair market value established.

14. **Voluntary or Involuntary Withdrawal in Event of Disharmony.** If the relationship among the members of the LLC becomes negative, strained, and unworkable to the point that the operations of the LLC are in jeopardy, any member may voluntarily withdraw or may be asked to withdraw by the other members. In such case, the value of the withdrawing member's interest in the LLC and the timing of the withdrawal shall be processed according to the terms and provisions of the LawForms Integrity Agreement as provided for elsewhere in this agreement. In negotiating and processing the withdrawal, the parties shall strive to minimize stress and strain on the operations of the LLC and to maximize fairness to the withdrawing member and the other members.

15. **Fair Market Value Determination Upon Death.** The fair market value shall be established for the interest of a member who withdraws by reason of death according to this provision. In the event of death, the determination under this paragraph shall be made at the date of death.

a. **Value Determined At Annual Meeting.** The members, at an annual meeting, shall determine the value of the interests of all members in the LLC. When this valuation is set by the members at an annual meeting or at any meeting under this provision, a certificate of value shall be used for this purpose and signed by each member as evidence of the value. This value, if set at the annual meeting, shall control the value should a member die, become disabled or retire thereafter.

b. **Value if not Determined in Annual Meeting.** Should the members fail to agree on the value of the interests of the members in the LLC at an annual meeting of the members in accordance with this provision, then the

purchase price shall be the total sum of the following:

(1) According to Schedule of Interests. The most recent agreed value as set forth in the latest schedule reflecting the values of the LLC interests, or if none has been set in the first instance, then the agreed values established for the original contributions in Exhibit B of this LLC agreement, plus

(2) Profits or Losses. The pro-rata amounts of the net profits or losses of the LLC from the date the valuations were fixed, up through the end of the month in which the death, disability or retirement occurred.

c. Value if not Determined Within 18 Months of Death. At the option of the withdrawing member or a representative of the deceased member, if a redetermination of value has not been made and endorsed on an exhibit reflecting the values of the interests of the members in the LLC within 18 months preceding the death, then the persons so electing this option shall determine the fair market value in accordance with the LawForms Integrity Agreement (Uniform Agreement Establishing Procedures for Settling Disputes) entered into by the parties prior to or concurrently with the adoption of this agreement.

16. Values Determined According to Usual Accounting Practices. The determination of net earnings or losses, in accordance with this provision, shall be made in accordance with the usual accounting practice theretofore used in determining the net earnings or losses of the LLC and shall include a reasonable allowance for federal and state income taxes for the year in which death has occurred.

17. Members' Interest Determined by Schedule in Exhibit. The execution by all members of the exhibit reflecting the values of the LLC interests shall reflect the agreement between and among the members that the purchase price determined by that schedule is the full value of each member's interest in the LLC, and that purchase price shall in no manner be altered, and that all assets, both tangible and intangible, if any, as well as all liabilities, including mortgages, liens or other encumbrances of any kind whatsoever, if any, of or upon the assets of the LLC have been considered in determining the value.

18. Fair Market Value Determination Upon Other Withdrawals. Withdrawals other than by death shall necessitate the finding of a fair market value of the interest of the withdrawing member, and such value shall be determined according to this provision. The valuation date shall be the end of the month next following the first notice of an intent to withdraw. If no notice has been given by the member, the valuation date shall be the date the LLC received notice from any source that an event of withdrawal under paragraph 6.2 (Events of Withdrawal of a Member) has occurred. The fair market value shall be determined according to the LawForms Integrity Agreement (Uniform Agreement Establishing Procedures for Settling Disputes) entered into by the parties prior to or concurrently with the adoption of this agreement, subject to the discounts from fair market value as determined by the applicable provisions of this agreement.

19. Terms of Purchase by LLC or Members. This provision establishes a fair method for the members or the LLC to purchase the interest of a withdrawing member. After the price has been determined according to the applicable provisions of this agreement, then the terms are fixed by this paragraph. The withdrawing member shall be paid by the LLC or the remaining members to the extent that they have purchased the interest of the withdrawing member by paying the withdrawing member 10% of the purchase price in cash within 30 days from the date that notice is given to the withdrawing member that the LLC or member has elected to purchase his interest. The balance of the purchase price shall be paid in consecutive monthly payments over a ten-year period, beginning one month from the date that the down payment was made. The balance of the purchase price shall be evidenced by a negotiable promissory note executed by the LLC or the members to the order of the withdrawing member or his personal representative, with interest on that balance at 1% above prime at the bank where the LLC has the majority of its accounts on the date of the down payment. The note shall be in the usual form and shall provide for the acceleration of the due date on default in the payment of the note or interest thereon after ten days written notice of that default, and shall give the makers the option of pre-payment in whole or in part at any time without penalty. At the request of the withdrawing member, the LLC or the members shall give to the withdrawing member a lien on the interest of the LLC thus purchased plus a lien on specific LLC property valued at the amount of the unpaid balance owing to secure the balance of the purchase price until it is paid in full. This lien shall include an assignment of all profits from the LLC payable from that interest in the LLC and can be enforced only if the promissory note is ever in default.

20. Integration with Buy and Sell Agreements. It is contemplated that the parties may execute formal buy and sell agreements, and to the extent that such buy and sell agreements are applicable, they shall supersede any corresponding provisions of this agreement relating to the purchase of a withdrawing member's share in the LLC. Furthermore, if life insurance or disability insurance is purchased to fund the payment for the share of any withdrawing member, then, in such event, the amount of that insurance shall become the down payment on the purchase of the interest of the withdrawing member, and the balance due after applying that insurance shall be memorialized in a promissory note prescribed by the terms of purchase by the LLC or the member (provision 6.19 [Terms of Purchase by LLC or Members]).

21. Adjustment to Basis of LLC Interest. Should the successor in interest to a deceased member request the LLC to elect to adjust the basis of the LLC assets under §§743 and 754 of the Internal Revenue Code of 1986 and any amendments thereto, if such sections apply, the LLC shall do so.

22. Limitation on Purchase by LLC or Member. Other provisions notwithstanding, no member's interest shall be deemed or sold without the concurrence of the member. The member shall decide, in his sole discretion, whether such redemption or sale is in the best interest of the LLC and withdrawing member and such authorization shall not be unreasonably withheld.

23. Allocation to Withdrawing Member. If at any time this LLC would be deemed an investment company under Internal Revenue Code §721(b), then the withdrawing member shall receive as a distribution in kind the specific property the withdrawing member contributed in the formation of the LLC under Internal Revenue Code §721.

Part 7 Miscellaneous

1. **Modification.** No amendment, modification or alteration of this agreement shall be made except upon the written agreement or authorization of all the members. This agreement shall be binding upon and inure to the benefit of each of the members and their respective widows, heirs, executors, administrators and assigns.
 2. **Situs.** Agreement shall be construed and governed in accordance with the laws of the State of Arizona.
 3. **Whole Agreement.** The terms of this agreement constitute the entire agreement between the parties, and the parties represent that there are no collateral agreements or agreements not otherwise provided for within the terms of this agreement.
 4. **Partial Invalidity.** Any provision of this agreement is held to be invalid or unenforceable, all the remaining provisions shall nevertheless continue in full force and effect.
 5. **Settlement of Discomforts and Disputes.** Any dispute or discomfort arising out of or in connection with this agreement, including disputes between or among the members, shall be settled by the negotiation, mediation and arbitration provisions of that certain LawForms Integrity Agreement (Uniform Agreement Establishing Procedures for Settling Disputes) entered into by the parties prior to or concurrently with the adoption of this agreement.
 6. **Attorneys' Fees and Costs.** In any dispute arising between or among the members, the losing party shall pay to the prevailing party reasonable costs and expenses incurred in connection with any mediation, arbitration or suit as determined by the mediator, court or arbitrator, including attorneys' fees, court costs and the value of time lost by the prevailing party or any agent or employee of the prevailing party in participating in any arbitration or litigation in connection therewith.
 7. **Notices.** All notices shall be in writing and shall be sent to the addresses specified in Exhibit A to this agreement or at such other address as a member may in writing designate. Any change of address shall be mailed to a member by certified mail, return receipt requested.
- Interpretation.** Should there be any question in the interpretation of any provision of this agreement, then an interpretation given in writing by the attorney who drew this agreement, whose name appears on the caption page, shall be binding. If that attorney is no longer practicing law at the time such interpretation is required, then a written interpretation by a senior member of the last law firm with which the named attorney practiced shall be binding. If that law firm has ceased to be in existence at the time of such interpretation, then written interpretation shall be obtained by arbitration.
9. **Parliamentary Law.** Not in conflict with these articles, Robert's Rules of Order, Revised, most recent edition, shall establish the rule of procedure at all annual and special meetings, and the provisions of that publication are incorporated by reference herein as the ruling law for this LLC
 10. **Fairness Adjustment.** The parties intend a fair, balanced, and "win-win" arrangement between and among themselves. If this intent is hereafter frustrated by unusual changes in circumstances which occurred outside the control of the parties or from circumstances none of the parties reckoned with at the time of entering into this contract, and which create an undue and unreasonable hardship on any of the parties or gross inequities between the parties, then the parties desire, through fair and reasonable modifications, a rebalancing of the relationship under the LawForms Integrity Agreement (Uniform Agreement Establishing Procedures for Settling Disputes).

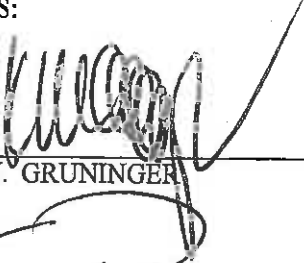
Part 8

Execution and Certification

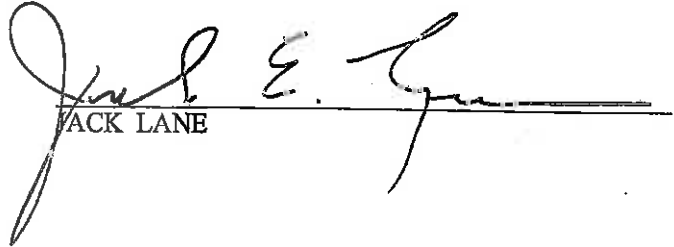
1. **Effective Date.** This legal instrument has been executed by the parties intending that it be effective on the effective date set forth on the caption page. The parties recognize that they effectuated a meeting of the minds among themselves on that effective date and intended that this instrument take effect on that date even though, because of the exigencies of the modern world, the mechanics of drafting, the convenience of the parties, and the economy of travel, it may have been necessary to actually sign the document at a later time.
2. **Effective Place of Execution.** The parties intend that the place of execution be that county and state that is set forth in the caption of this instrument. The effective place of execution is the place that the parties intend this instrument to have been executed incorporating all laws, for purposes of conflicts of laws, which apply to that effective place of execution. The parties recognize that, due to the exigencies of the modern world, the mechanics of drafting, the convenience of the parties, and the economy of travel, this instrument may be executed by one or all the parties at some other geographic location and possibly at multiple places. However, in spite of this, they intend that it be deemed executed at the effective place of execution.
3. **Interlineations and Initials.** The parties recognize that because of the exigencies of the modern world, the mechanics of drafting, the convenience of the parties, and the economy of costs, they may have in their own handwriting made minor changes in this instrument. These minor changes have been initialed by all the parties, if any changes have been made, fore and aft of the change on all originals to prevent any extension or alteration of that change by any of the parties or others. Unless otherwise indicated by the placement of a date beside the change, these changes were intended by the parties to have occurred as of the effective date of this instrument. Any interlineated changes made by the parties after the effective date of this instrument shall be initialed by all parties, dated and have the date itself initialed fore and aft by all parties to this instrument.
4. **Execution.** All parties described in the caption as parties shall sign below and at least one of the parties shall initial all pages of all original copies of this instrument. Furthermore, all documents such as schedules, exhibits and like documents which are expressly incorporated herein shall be initialed by the parties and either exchanged or attached to the originals which are given to any party described on the caption page of this instrument. It is the intent of the parties that all pages be initialed on all originals that are exchanged in order that no substituted pages or misunderstanding shall ever become possible to create problems in satisfying the intended objectives of this instrument.
5. **Acknowledgment.** Notary Publics who have acknowledged the signatures of the various parties as designated in the acknowledgments hereof certify that this instrument was acknowledged by the signing party before the notary on the date of the notarization. If the instrument was subscribed by any of the parties in a representative capacity, then the notary ascertained that the signing party signed for the principal named and in the capacity in which that party indicated he signed.
6. **Incorporation Without Signatures.** Members incorporate by reference and adopt without separate signatures the Schedule of Members and Contributions to Capital and the Statement of Amounts of Cash, Property or Services Contributed by each Member, which are attached and which bear the same effective date as this LLC agreement.

IN WITNESS WHEREOF, the parties execute this document intending the LLC be effective on this date:
JANUARY 27, 2004

MEMBERS:



KAREN N. GRUNINGER



JACK LANE



THERESA PATTERSON

OPERATING AGREEMENT OF LIMITED LIABILITY COMPANY

EXHIBIT A
Schedule of Members and Contributions to Capital

Name of LLC: LA PALMA 120, LLC

Date: JANUARY 27, 2004

Name of Member	Total Capital Contribution (Book Value)	Percentage of Ownership and Percentage of Profit Distribution
KAREN N. GRUNINGER	\$	33.3%
JACK LANE	\$	33.3%
THERESA PATTERSON	\$	33.4%
	\$	%
TOTALS:		100%

The above LLC interests are reflected on the books of the LLC as of the above date. Any changes in ownership of LLC interests from the above will be indicated on amendments to this Exhibit A and signed by the parties to this agreement.

OPERATING AGREEMENT OF LIMITED LIABILITY COMPANY

EXHIBIT B
Statement of Amounts of Cash, Property
or Services Contributed by Each Member

Name of LLC: LA PALMA 120, LLC

Date: JANUARY 27, 2004

Name of Member	Cash, Services or Property Contributed	Agreed Value (FMV)
KAREN N. GRUNINGER		\$
JACK LANE		\$
THERESA PATTERSON		\$
		\$
	TOTALS:	\$

Search Time:
7/28/2015 11:50:44 AM

File Number:
L11165716

Corporation Name:
LA PALMA 120, LLC

Corporate Status Inquiry

This Limited Liability Company is in Good Standing

This information is provided as a courtesy and does not constitute legally binding information regarding the status of the entity listed above. To obtain an official Certificate indicating that the entity is in good standing click on Print Certificate and follow printing instructions. To re-print a previously generated Certificate of Good Standing click Reprint Certificate.

[Print Certificate \(/GoodStanding/PrintInstructions?corpId=L11165716\)](/GoodStanding/PrintInstructions?corpId=L11165716)

[Return to Corporate Details \(/Details/Corp?corpId=L11165716\)](/Details/Corp?corpId=L11165716)

[Reprint Certificate \(/GoodStanding/Reprint?corpId=L11165716\)](/GoodStanding/Reprint?corpId=L11165716)

Privacy Policy (<http://www.azcc.gov/Divisions/Administration/Privacy.asp>) | Contact Us (<http://www.azcc.gov/divisions/corporations/contact-us.asp>)

Search Date and Time:
7/6/2015 2:30:35 PM

File Number:
L11165716

Corporation Name:
LA PALMA 120, LLC

Collapse | Expand

Corporate Inquiry

File Number

L11165716

Corporation Name

LA PALMA 120, LLC

Standing

[Check Corporate Status](#)

Domestic Address

1347 N GREENFIELD RD
#103
MESA, AZ 85205

Statutory Agent Information

Agent Name: THERESA PATTERSON

Agent Mailing/Physical Address:

1347 N GREENFIELD RD
#103
MESA, AZ 85205

Agent Status: APPOINTED 08/25/2008

Agent Last Updated: 09/04/2008

Additional Entity Information

Entity Type: DOMESTIC L.L.C.

Business Type:

Incorporation Date: 2/9/2004

Corporation Life Period: PERPETUAL

Domicile: ARIZONA

County: MARICOPA


Approval Date: 2/9/2004

Original Publish Date: 3/8/2004

Manager/Member Information

Name	KAREN N GRUNINGER
Title	MEMBER
Address	1302 N MISSION COVE LN GILBERT, AZ 85234
Date of Taking Office	02/09/2004
Last Updated	03/01/2004
Name	THERESA PATTERSON
Title	MEMBER
Address	3708 W ARROWWOOD PL TUCSON, AZ 85741
Date of Taking Office	02/09/2004
Last Updated	09/04/2008

Name	JACK E LANE
Title	MEMBER
Address	1347 N GREENFIELD RD #103 MESA, AZ 85205
Date of Taking Office	02/09/2004
Last Updated	09/04/2008

Scanned Documents 

Click on a gold button below to view a document. If the button is gray, the document is not yet available. Please check back again later.

Document Number	<input type="button" value="02536476"/>
Description	CHANGE(S)
Date Received	8/25/2008
Document Number	<input type="button" value="02510112"/>
Description	AGENT RESIGNATION
Date Received	7/24/2008
Document Number	<input type="button" value="00888605"/>
Description	PUB OF ARTICLES OF ORGANIZATION
Date Received	3/8/2004

Microfilm 

Location	Entered	Description
11640002048	2/9/2004	ARTICLES OF ORGANIZATION
31792003141	3/8/2004	PUB OF ARTICLES OF ORGANIZATION

Location	Entered	Description
32150005344	7/24/2008	AGENT RESIGNATION
32154005389	8/25/2008	CHANGE(S)

Privacy Policy (<http://www.azcc.gov/Divisions/Administration/Privacy.asp>) | Contact Us
(<http://www.azcc.gov/divisions/corporations/contact-us.asp>)

Search Time:
7/6/2015 2:31:06 PM

File Number:
L11165716

Corporation Name:
LA PALMA 120, LLC

Corporate Status Inquiry

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[Print Certificate \(/GoodStanding/PrintInstructions?corpId=L11165716\)](/GoodStanding/PrintInstructions?corpId=L11165716)

[Reprint Certificate \(/GoodStanding/Reprint?corpId=L11165716\)](/GoodStanding/Reprint?corpId=L11165716)

[Return to Corporate Details \(/Details/Corp?corpId=L11165716\)](/Details/Corp?corpId=L11165716)

[Privacy Policy \(http://www.azcc.gov/Divisions/Administration/Privacy.asp\)](http://www.azcc.gov/Divisions/Administration/Privacy.asp) | [Contact Us \(http://www.azcc.gov/divisions/corporations/contact-us.asp\)](http://www.azcc.gov/divisions/corporations/contact-us.asp)

FOUND EXTRA MONEY, LLC
UNCLAIMED MONEY CONSULTANTS
WWW.FoundExtraMoney.com
Email: Richard@foundextramoney.com

LAS VEGAS OFFICE:

8022 S. Rainbow Blvd. #362
Las Vegas, NV 89139
Toll Free: (888) 867-4785
Fax No: (702) 331-4992

LOS ANGELES OFFICE

9420 Reseda Blvd. #830
Northridge, CA 91324
Toll Free: (888) 867-4785
Fax No.: (818) 701-7184

PLEASE REPLY TO LOS ANGELES OFFICE

October 1, 2014

Mr. Don Kent
Riverside County Treasurer-Tax Collector
P.O. Box 12005
Riverside, CA 92502

RE: Excess Proceeds Claim: Parcel Number 434-030-024 (Vacant Lot, San Jacinto, CA 92582)

Sale Date: 08/20/2013

Recorded Date: 10/02/2013

Total Amount of Excess Proceeds: approximately \$138,000.00

Claimant: LILLI B. MUSIL, TRUSTEE/B ENEFICIARY-- 75% of \$138,000.00 = \$103,500.00

Claimant: FOUND EXTRA MONEY, LLC ("FEM, LLC")—25% of \$138,000.00 = \$34,500.00

Dear Mr. Kent:

Enclosed for your reference, please find the following documents in support of our claim(s) for the excess proceeds resulting from the tax sale of the above-referenced property at the ax Collector's Public Tax Auction held on August 20, 2013:

1. Copy of the Grant Deed recorded on 07/27/2005 showing LA PALMA 120, LLC, as having been granted the property in the above referenced APN (3 pages);
2. County of Riverside, Office of the Treasurer-Tax Collector Sale of Tax-Defaulted Property (Sale #TC197) on August 15, 2013 thru August 20, 2013, showing the above referenced parcel to be Item#122 on the sale list (1 page);

3. Short Form Deed of Trust and Assignment of Rent's recorded on 02/07/2007 showing LILLI B. MUSIL to be both the Trustee and the Beneficiary of the Trust (6 pages);
4. Property Report showing the legal description of the property, and showing LA PALMA 120, LLC as having been the sellers of the property at the time of the Public Auction which was recorded on 10/02/2013, and showing Claimant, LILLI B. MUSIL as lender on Document #: 2007-0089167 BK-PG which was recorded on 02/07/2007 (3 pages);
5. Authorization, Assignment, and Fee Agreement signed by LILLI B. MUSIL (Assignor) on 09/29/2014 and FEM, LLC (Assignee) signed on 10/1/2014 to pay 25% of the amount to FEM, LLC (1 page);

Pursuant to California Courts of Appeals case law and statutory authority you must recognize that our rights, as an assignee, must be protected in any distribution of proceeds by issuing of a separate draft in the name of Found Extra Money, LLC. (*Marion Drive, LLC v. Saladino* (2006) 136 Cal.App.4th 1432, 1437; *Fjaeran v. Board of Supervisors* (1989) 210 Cal.App.3d 434,442; CA Rev. & Tax Code Sec. 4675, subd (e) (2)). Assignments are permitted (Section 4675, subd. (b));

6. Riverside County Claim for Excess Proceeds from the Sale of Tax - Defaulted Property signed by DENNIS A. MURKEY, Manager for FEM, LLC on 10/01/2014 (1 page);
7. A completed W-9 Form signed by DENNIS A. MURKEY, Manager for FEM, LLC on 10/1/2014 (1 page).

Please issue separate checks as follow:

LILLI B. MUSIL, TRUSTEE/BENEFICIARY—75% = \$103,500.00
FOUND EXTRA MONEY, LLC—25% = \$34,500.00

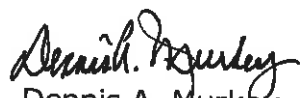
Mail to:

Found Extra Money, LLC
9420 Reseda Blvd., #830
Northridge, CA 91324

If you have any questions regarding the above, please do not hesitate to contact me at 888-867-4785.

Thank you.

Sincerely,


Dennis A. Murkey
FEM, LLC

1

DOC # 2005-0598850

07/27/2005 08:00A Fee:43.00

Page 1 of 3 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:
SOUTHLAND TITLE CORPORATION

AND WHEN RECORDED-MAIL TO:

LA PALMA 120, LLC

C/O 3303 E. BASELINE, STE 109
GILBERT, AZ 85234



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Title Order No.: 16072174

Tra: 010

GRANT DEED

Escrow No.: 010298-CC

Survey Monument Fee \$10. Code 99

43

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CM

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$1,086.80

- 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 SAN JACINTO AND

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

JERRY CHIEN-WEN CHEN and SHU-YA CHEN, Husband and Wife as Joint Tenants, as to an undivided 80.0000% interest and PETER LEE and JENNY I-JU LEE, Husband and Wife as Joint Tenants, as to an undivided 20.0000% interest

hereby GRANT(s) to:

LA PALMA 120, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

the real property in the City of SAN JACINTO, County of RIVERSIDE, State of California, described as: PARCELS 1 AND 3 OF PARCEL MAP 15592, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 87, PAGE 16 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

Also Known as: VACANT LAND DE ANZA, APN#434-030-022 & 024, SAN JACINTO, CA AP#: 434-030-022-4 & 434-030-024-6

DATED May 24, 2005

STATE OF CALIFORNIA

COUNTY OF Los Angeles

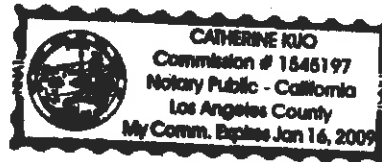
On July 25, 2005

Before me, CATHERINE KUO

A Notary Public in and for said State, personally appeared *JERRY CHIEN-WEN CHEN & SHU-YA CHEN & PETER LEE & JENNY I-JU LEE**

SIGNATURE ATTACHED HERETO AS EXHIBIT AND MADE A PART HEREOF.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) I have 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.



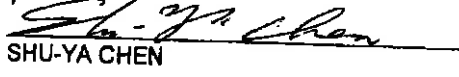
Signature

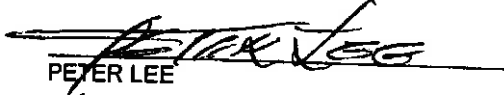
(This area for official notarial seal)

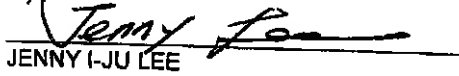
MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

SIGNATURE EXHIBIT


JERRY CHIEN-WEN CHEN


SHU-YA CHEN


PETER LEE


JENNY I-JU LEE



GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(909) 486-7000

<http://riverside.sarclore.com>

NOTARY CLARITY

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

Name of Notary: Catherine Kuo

Commission #: 1545197

Place of Execution: L.A.

Date Commission Expires: Jan 16, 2009

Date: 7/27/05

Signature: Hector Madrigal

Print Name: Hector Madrigal

COUNTY OF RIVERSIDE
OFFICE OF THE TREASURER-TAX COLLECTOR
SALE OF TAX DEFAULTED PROPERTY - TC197
AUGUST 15, 2013 - AUGUST 20, 2013

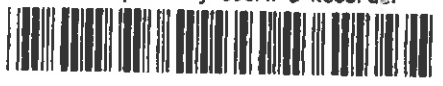
<u>ITEM#</u>	<u>ASSESSMENT#</u>	<u>STATUS</u>	<u>SALE PRICE</u>
91	361237001-1	SOLD	\$3,100.00
92	367050068-7	SOLD	\$359,200.00
93	367220028-6	REDEEMED	
94	370330021-3	REDEEMED	
95	374031025-1	SOLD	\$7,550.00
96	374031026-2	SOLD	\$7,550.00
97	375062014-4	SOLD	\$1,475.00
98	375062015-5	SOLD	\$1,475.00
99	375274014-9	REDEEMED	
100	375274015-0	OFF SALE	
101	375274016-1	REDEEMED	
102	375341018-0	SOLD	\$2,175.00
103	375341019-1	SOLD	\$2,175.00
104	378141012-7	SOLD	\$1,661.00
105	378141013-8	SOLD	\$1,661.00
106	378141014-9	SOLD	\$1,661.00
107	378141015-0	SOLD	\$1,661.00
108	378193016-2	SOLD	\$3,700.66
109	378193017-3	SOLD	\$3,700.67
110	378193018-4	SOLD	\$3,700.67
111	378241025-8	SOLD	\$2,300.00
112	378241026-9	SOLD	\$2,300.00
113	383081026-3	SOLD	\$1,853.00
114	383081027-4	SOLD	\$1,853.00
115	407100007-9	SOLD	\$88,200.00
116	407140025-9	SOLD	\$15,100.00
117	414052011-6	NO BID	
118	418032014-5	SOLD	\$30,701.00
119	419170026-0	SOLD	\$39,988.00
120	421090031-4	SOLD	\$49,600.00
121	429080004-5	SOLD	\$7,877.00
122	434030024-6	SOLD	\$140,095.00
123	443221012-1	REDEEMED	
124	444360056-8	SOLD	\$37,100.00
125	444360059-1	REDEEMED	
126	444360060-1	REDEEMED	
127	446251047-7	SOLD	\$72,202.00
128	458030001-9	NO BID	
129	458040027-4	SOLD	\$89,100.00
130	459212020-5	SOLD	\$8,601.00
131	471140015-9	REDEEMED	
132	471220015-6	SOLD	\$1,816.50
133	471220016-7	SOLD	\$1,816.50
134	528042014-0	SOLD	\$7,004.00
135	528043032-9	NO BID	

3

RECORDING REQUESTED BY
Law Offices of Lilli B. Musil

ORIGINAL

DOC # 2007-0089167
02/07/2007 08:00A Fee:31.00
Page 1 of 6
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO

NAME Lilli B. Musil
MAILING
ADDRESS 701 S. Atlantic Blvd., #202
CITY, STATE Monterey Park, CA
ZIP CODE 91754

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
3			10		1				1
M	A	L	485	426	PCOR	NCOR	SMF	NCHG	EXAM 027

TITLE(S)

32

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014

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENT'S

RECORDING REQUESTED BY

LAW OFFICES OF
LILLI B. MUSIL

ORIGINAL

WHEN RECORDED MAIL TO

LAW OFFICES OF LILLI B. MUSIL
701 S. ATLANTIC BLVD., STE 202
MONTEREY PARK, CALIF 91754

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 434-030-22 & 24 Title No. _____ Escrow/Loan No _____
APN 437-200-023

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENT'S
(INDIVIDUAL)**

THIS DEED OF TRUST, made this 16 day of MARCH, 2006, between

LOUISA CHAO, HSIAO-FENG CHAO

herein called TRUSTOR, and **LILLI B. MUSIL** herein called TRUSTEE, and **LILLI B. MUSIL**,
herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS to
TRUSTEE IN TRUST, WITH POWER OF SALE, that property in COUNTY OF RIVERSIDE
California, described as:

**THE SOUTHEAST QUARTER OF FARM LOT 71 OF THE
LANDS OF THE SAN JACINTO LAND ASSOCIATION AS
SHOWN BY MAP ON FILE IN BOOK 8 PAGE 357 OF MAPS,
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.**

Together with the rents, issues and profits thereof, SUBJECT HOWEVER, to the right, power and
authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated
herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference
or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date
herewith, and any extension of renewal thereof, in the principal sum of \$ _____ executed by Trustor
in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of such
property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is
so secured.

Initial C. H. F.
L. B. C.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of the county, viz.:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	833	Placer	895	301	Sierra	29	355
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	604	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	12055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	617	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	601	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trialley	93	364
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	372	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Glean	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	243
Imperial	1091	301	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	3889	611	San Diego					

Series 2 Book 1961, Page 183867

(which provisions, identical in all counties, are printed on the reverse side of page one hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth

Louisa H. Chao

LOUISA CHAO
aka LOUISA HOUNG MAI HO CHAO

Chao Hsiao-Feng

HSIA-FENG CHAO
aka HSIAO-FENG CHAO

Taiwan
City of Taipei
American Institute in
Taiwan, Taipei Office } as:

On 16 MAR 2006, before me, the undersigned, personally appeared Louisa Houng Mai Ho Chao and Hsiao-Feng Chao proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to this instrument and acknowledged that ~~he~~ they executed it.

Edward G. Grulich
Edward G. Grulich
Special Notary (PL96-8)
Duly appointed and qualified
My commission expires: June 23, 2006





LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

<http://riversideassrec.com>

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Page 2

Taiwan)
City of Taipei)
American Institute in)
Taiwan, Taipei Office)

On March 16, 2006, before me, the undersigned, personally appeared LOUISA HOUNG MAI HO CHAO AND HSIAO-FENG CHAO proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed it.

Date: NOVEMBER 20, 2006

Signature: *Lilli B. Musil*

Print Name: LILLI B. MUSIL, ATTORNEY AT LAW



**LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

<http://riverside.asrec.kcc.com>

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(Print or type the page number(s) and wording below):

PAGE 3

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County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Klags	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	L.A.	T2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Seuauislaus	1715	456
Colusa	296	617	Maria	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Medocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tularc	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumoqe	135	47
Glenn	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Juyo	147	598	Nevada	305	320	Shausta	684	528			
Kern	3427	60	Orange	5889	611	San Diego					

Series 2 Book 1961, Page 183887

(which provisions, identical in all counties, are printed on the reverse side of page one hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Date:

2-1-07

Signature:

Lilli B. Musil

Print Name:

Lilli B. MUSIL



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

NOTARY CLARITY

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

Name of Notary: EDWARD G. GRULICH

Commission #: SPECIAL NOTARY (PL 96-8), DULY APPOINTED AND QUALIFIED

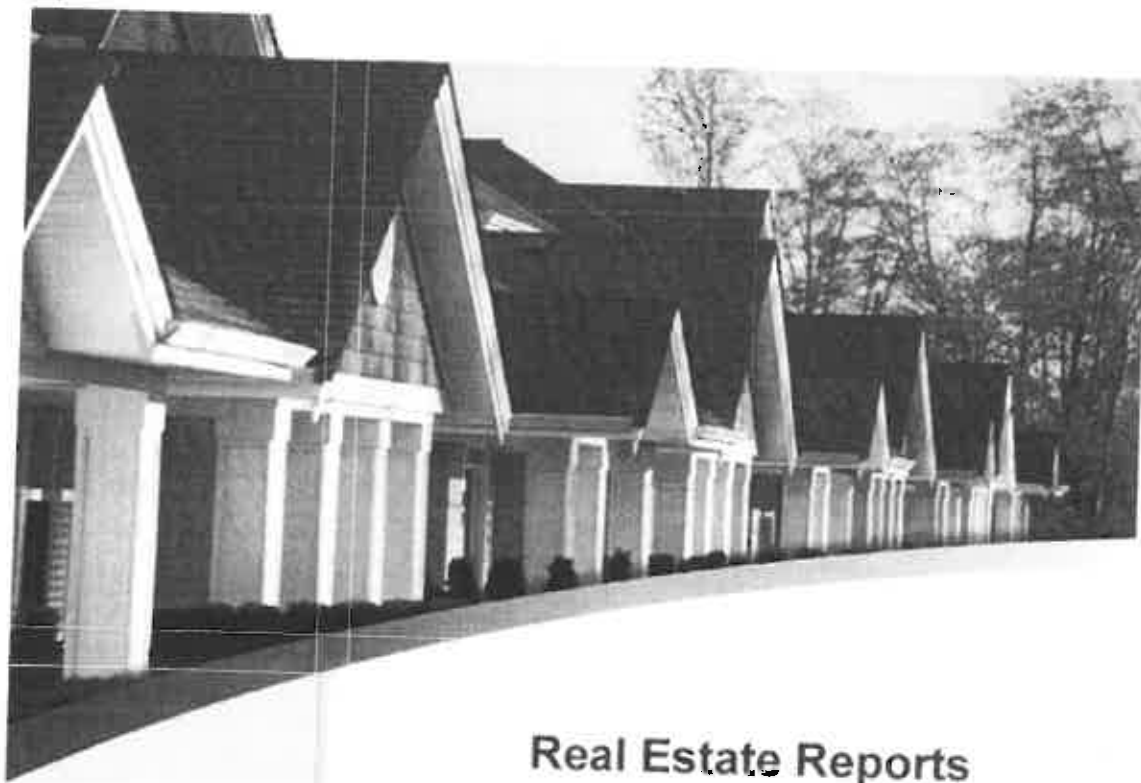
Place of Execution: CITY OF TAIPEI, TAIWAN

Date Commission Expires: JUNE 23, 2006

Date: NOVEMBER 20, 2006

Signature: *Lilli B. Musil*

Print Name: LILLI B. MUSIL, ATTORNEY AT LAW



Real Estate Reports

Property:

San Jacinto, CA 92582

APN: 434-030-024

Data deemed reliable, but not guaranteed. LPS Data Services 2009.
Copyright 2009 AgentPro247.com LoanPro247.com TitlePro247.com



Property Details

Emrani, David
 , San Jacinto, CA 92582

APN: 434-030-024
 Riverside County

Owner Information

Primary Owner: EMIRANI, DAVID

Secondary Owner:

Mail Address: 1526 S BROADWAY
 LOS ANGELES CA 90015

Site Address:
 SAN JACINTO CA 92582

Assessor Parcel Number: 434-030-024

Census Tract: 0513.00

Housing Tract Number:

Lot Number: 3

Legal description: Lot: 3 Abbreviated Description: LOT:3 CITY:SAN JACINTO 4.68 ACRES NET IN PAR 3 PM 087/016 PM 15592 City/Muni/Twp: SAN JACINTO

Sale Information

Sale Date: 10/02/2013

Document #: 2013-0475271

Sale Amount: \$140,095

Seller: LA PALMA 120,

Sale Type:

Cost/SF:

Assessment & Tax Information

Assessed Value: \$103,000

Land Value: \$100,000

Imp. Value: \$3,000

Homeowner
 Exemption:

% Improvement: 2.91%

Tax Amount: \$1,215.02

Tax Status: Delinquent: 2006

Tax Year: 2013

Tax Rate Area: 10-132

Tax Account ID:

Property Characteristics

Bedrooms:

Year Built: 1970

Pool:

Bathrooms:

Square Feet:

Lot Size: 4.68 AC

Partial Baths:

Number of Units: 0

No of Stories:

Total Rooms:

Garage:

Fire Place:

Property Type: Single Family Residential Properties

Building Style:

Use Code: Residential (General) (Single)

Zoning:



Transaction History

Emrani, David
San Jacinto, CA 92582

APN: 434-030-024
Riverside County

Prior Transfer

Recording Date: 10/02/2013	Document #: <u>2013-0475271 BK-PG -</u>
Price: \$149,095	Document Type: Public Action
First TD: N/A	Type of Sale: Sold For Taxes
Mortgage Doc #:	Interest Rate:
Lender Name:	
Buyer Name: EMRANI, DAVID	
Buyer Vesting: N/A	
Seller Name: LA PALMA 120,	
Legal description: Lot: 3 Map Ref: PM15092 MB87 PG16	

Mortgage Record

Recording Date: 02/07/2007	Document #: <u>2007-0089167 BK-PG -</u>
Loan Amount: N/A	Loan Type: Unknown
TD Due Date:	Type of Financing:
Interest Rate:	
Lender Name: LILLI E MUSIL	
Lender Type: Private Party	
Borrowers Name: CHAO, LOUISA; CHAO, HSIAO FENG	
Vesting:	

Prior Transfer

Recording Date: 07/00/2005	Document #: <u>2005-0598850 BK-PG -</u>
Price: \$988,000	Document Type: N/A
First TD: N/A	Type of Sale: Price Unconfirmed
Mortgage Doc #:	Interest Rate:
Lender Name: N/A	
Buyer Name: LA PALMA 120	
Buyer Vesting: N/A	
Seller Name: N/A	
Legal description: Lot: 3	
Abbreviated Description: 4.68 ACRES NET IN PAR 3 PM 007/016 PM 15592	
City/Muni/Twp: SAN JACINTO	

FOUND EXTRA MONEY, LLC
UNCLAIMED MONEY CONSULTANTS
WWW.FoundExtraMoney.com
Email: Richard@foundextramoney.com

LAS VEGAS OFFICE:

8022 S. Rainbow Blvd. #362
Las Vegas, NV 89139
Toll Free: (888) 867-4785
Fax No: (702) 331-4992

LOS ANGELES OFFICE

9420 Reseda Blvd. #830
Northridge, CA 91324
Toll Free: (888) 867-4785
Fax No.: (818) 701-7184

PLEASE REPLY TO: Los Angeles Office **CLAIM NO: RC8-4**

AUTHORIZATION, ASSIGNMENT AND FEE AGREEMENT

By executing this Agreement, the undersigned hereby authorizes Found Extra Money, LLC, ("FEM, LLC") by its agents and its representatives, as Claimants' exclusive agent, and its assignee, to locate, prepare, and process all documents and receive and disburse all funds owed to Claimant, according to the terms of this Agreement, either as an individual, trustee, agent for a business entity, or as a personal representative or heir of an estate. *Except for funds or money owed by client*
OF Trust with regard to Equibal v. Equibal and Louisa Chao v. Lee.
In consideration and for the time and expense to locate Claimant and in preparing and in processing the claims for these funds, that FEM, LLC has located for Claimant's benefit, Claimant agrees that FEM, LLC shall receive 25% (twenty five percent) of the total funds recovered. FEM, LLC is solely responsible for all processing costs including research costs, document preparation, filing fees and other costs associated with the processing of this claim, or claims. **No fee will be charged to Claimant if there is no recovery of funds.**

Claimant agrees to sign and return all documents necessary to process this claim, within 3 business days of FEM, LLC's request for such. In the event that the claim is not paid, both parties are released of their duties and obligations under this Agreement and Claimant will have no obligation to pay FEM, LLC for any expenses it has incurred.

This Agreement may be signed in counterparts and a signed copy received electronically, or by fax, shall be deemed an original and shall be governed by the laws of the State of California. In the event a dispute arises, the prevailing party shall be entitled to attorney's fees, costs and other relief by the Court. Venue shall be in Los Angeles County, California.

this agreement shall terminate in 30 DAYS.

I agree to the above:

Lilli B. Musil

Lilli B. MUSIL
APPLICANT/CLAIMANT (PLEASE PRINT):

By: _____

Title: _____

Date: _____

9-29-14 Lilli B Musil
(SIGNATURE):

DENNIS A. MURKEY, MANAGER
FOUND EXTRA MONEY, LLC

Dennis A. Murkey 10/1/2014

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 197 Item 122 Assessment No.: 434030024-6

Assessee: LA PALMA 120

Situs: VACANT LOT, SAN JACINTO, CA 92582

Date Sold: August 20, 2013

Date Deed to Purchaser Recorded: October 2, 2013

Final Date to Submit Claim: October 2, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$138,000.00 from the sale of the above mentioned real property. I/We were the lienholder(s), Assignee property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2013-0475271; recorded on 10/02/2013. A copy of this document is attached hereto. 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.

AUTHORIZATION, ASSIGNMENT AND Fee Agreement

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 1ST day of OCTOBER, 2014 at LOS ANGELES, CA
County, State

Dennis A. Murkey
Signature of Claimant

DENNIS A. MURKEY, MANAGER
FOUND EXTRA MONEY, LLC
Print Name

9400 REJEDA BLVD, #830
Street Address

NORTHRIDGE, CA 91324
City, State, Zip

(888) 867-4785
Phone Number

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

7

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Found Extra Money, LLC

Business name/disregarded entity name, if different from above

Print or type
See Specific Instructions on page 2.

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **C**
 Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
9420 Reseda Blvd., #830
City, state, and ZIP code
Northridge, CA 91324
List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶ *Daniel M. Minsky, MANAGER*

Date ▶ *10/14/2014*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

From: (818) 701-0252
Richard Murkey
9420 Reseda Blvd., #830
Northridge, CA 91324

Origin ID: HAFA



Ship Date: 01OCT14
ActWgt: 1.0 LB
CAD: 105152599MINET3550

Delivery Address Bar Code



SHIP TO: (951) 955-3900
Mr. Don Kent
Riverside County Treasurer
4080 Lemon Street, 4th Floor
RIVERSIDE, CA 92501

BILL SENDER

Ref #
Invoice #
PO #
P#

TREASURER-TAX COLLECTOR

OCT 02 2014

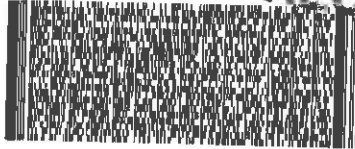
THU - 02 OCT 10:30A
PRIORITY OVERNIGHT

7713 4298 8981

RECEIVED

WM ONTA

92501
CA-US
ONT



501010F8-3AC3

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is inefficient and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

CLAIM FOR EXCESS PROCEEDS
(Rev. & Tax. Code, §4675)
(See Reverse for Further Instructions)

TO: RIVERSIDE County Treasurer-Tax Collector

RE: Claim for Excess Proceeds

I hereby certify that I am a party of interest in the following parcel:

Parcel Number: 434-030-024

Assessee:

Situs: VACANT LOT, SAN JACINTO, CA 92582

Date Sold: 08/20/2013

Date Deed to Purchaser Recorded: 10/02/2013

I claim excess proceeds under *Revenue and Taxation Code* section 4675. Enclosed is documentation supporting my claim.

I affirm, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge.

* Lilli B. Musil
Signature of Claimant
Law Offices of Lilli B. Musil

LILLI B. MUSIL
Name of Claimant (please print or type)

Mailing Address:

Daytime Phone: (626) 524-2419

701 S. ATLANTIC BLVD, SUITE 202
MONTEREY PARK, CA 91754

COMPLETED CLAIM FORMS TO:

RECEIVED
2014 OCT -2 AM 8:07
RIVERSIDE COUNTY
TREASURER-TAX COLLECTOR

LBM
LAW OFFICES OF LILLI B. MUSIL

701 S. ATLANTIC BLVD., SUITE 202, MONTEREY PARK, CALIFORNIA 91754
PHONE: (626) 458-3366 FAX NO: (626) 458-1649

October 1, 2014

Office of the Riverside County
Treasurer Tax Collector
4080 Lemon Street
Riverside, CA 92501

RE: Parcel Number 434-030-024
Vacant Lot, San Jacinto, CA 92582
Date Sold: 8-20-13
Date Deed Recorded: 10-2-13

Gentlemen:

My clients Louisa Chao and Hsiao Feng Chao own a 65% interest in the above property. They are the ones who have been paying all the property taxes. They never received any notice that the property was in default and it was going to be sold.

I have a Deed of Trust on the property which was recorded on February 7, 2007, and I was never notified as well.

Also, Mr. and Mrs. Chao have a Judgment for \$893,698.63 against Peter Lee and Jenny I-Ju Lee who are doing business as **La Palma 120**. The Chaos have a lien on the Lees' interest. An Abstract of Judgment was recorded with the Riverside County Recorder's office on November 3, 2009. A copy of the Abstract of Judgment as well as the Judgment is attached hereto. We understand that the Lees went to China in 2008 and La Palma 120 no longer exists.

Mr. and Mrs. Chao have been paying \$10,000.00 per year in property taxes for the above property which is combined with APN 437-200-023. Both

Office of the Riverside County
Treasurer Tax Collector
October 1, 2014
Page 2

parcels were purchased for 1.2 million by Mr and Mrs. Chao in 1990, the Lees retained an interest and the tax payments should include both parcels.

I am putting in a claim for my clients for the excess proceeds.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Lilli B. Musil".

LILLI B. MUSIL

LBM:dt
Encl.

CLAIM FOR EXCESS PROCEEDS
(Rev. & Tax. Code, §4675)
(See Reverse for Further Instructions)

TO: RIVERSIDE County Treasurer-Tax Collector

RE: Claim for Excess Proceeds

I hereby certify that I am a party of interest in the following parcel:

Parcel Number: 434-030-024

Assessee:

Situs: VALANT LOT, SAN JACINTO, CA 92582

Date Sold: 08/20/2013

Date Deed to Purchaser Recorded: 10/02/2013

I claim excess proceeds under Revenue and Taxation Code section 4675. Enclosed is documentation supporting my claim.

I affirm, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge.

* Lilli B. Musil
Signature of Claimant
Law Offices of Lilli B. Musil

LILLI B. MUSIL
Name of Claimant (please print or type)

Mailing Address:

701 S. ATLANTIC BLVD., SUITE 202
MONTEREY PARK, CA 91754

Daytime Phone: (626) 524-2419

MAIL COMPLETED CLAIM FORMS TO:

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific
Instructions on page 2.

Name (as shown on your income tax return)
Lilli B. Musil

Business name/disregarded entity name, if different from above
LAW OFFICES OF LILLI B. MUSIL

Check appropriate box for federal tax classification:
 Individual/sole proprietor
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
701 S. Atlantic Blvd, Suite 202

City, state, and ZIP code
Monterey Park, CA 91754

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

*				-					
---	--	--	--	---	--	--	--	--	--

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ * *Lilli B Musil* Date * *10-1-14*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

NOTE SECURED BY DEED OF TRUST
(Straight Note)

\$ 312,794.30 Monterey Park California, March 16, 2006
11-13-2008

after date, for value received, I promise to pay to

LILLI B. MUSIL

or order.

at _____
the sum of Three Hundred Twelve Thousand Seven Hundred Thirty-Four³⁰ / 100 DOLLARS.

with interest from No interest until paid at the rate of _____
per cent per annum, payable _____

This note secures payment for attorney's fees and costs to Lilli B. Musil for work done and costs advanced in the case of Louisa Chao and Hsiao-Feng Chao v, Peter Lee, Jenny I-Ju Lee, Shen Lo Tu and Yuh Hwa Tu. Once the amount for fees and costs is ascertained, Lilli B. Musil is authorized to enter said amount in this Note.

In the event of any default in the payment of any installment of principal or interest as herein provided all sums so due including interest, shall bear interest at the rate set forth above but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law. In the event of any default in the payment of any installment of principal or interest when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note I promise to pay such sum as the Court may fix as attorney's fees. This note is secured by a Deed of Trust to Southland Title Corporation, a California corporation.

Louisa H. Chao
LOUISA CHAO

Chao Hsiao-Feng
HSIAO-FENG CHAO

RECORDING REQUESTED BY
Law Offices of Lilli B. Musil

WHEN RECORDED MAIL TO

NAME **Law Offices of Lilli B. Musil**
MAILING
ADDRESS **701 S. Atlantic Blvd., Ste. 202**
CITY, STATE **Monterey Park, CA**
ZIP CODE **91754**

APN 437-200-023

DOC # 2009-0567000
11/03/2009

Customer Copy Label
The paper to which this label is
affixed has not been compared
with the recorded document

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

R'S USE

TITLE(S)

ABSTRACT OF JUDGMENT

ATTORNEY FOR PARTY WITHOUT ATTORNEY (Name, address, telephone number, and bar number, and recording requested by and return to:

LILLI B. MUSIL (SBN # 120051)
LAW OFFICES OF LILLI B. MUSIL
701 S. ATLANTIC BLVD., SUITE 202
MONTEREY PARK, CA 91754

(626) 458-3366 FAX NO.: (626) 458-1649

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 NORTH HILL STREET

MAILING ADDRESS:

CITY AND ZIP CODE: LOS ANGELES, CA 90012

BRANCH NAME: CENTRAL

FOR RECORDER'S USE ONLY

PLAINTIFF: LOUISA CHAO, HSIAO CHAO

DEFENDANT: PETER LEE, JENNY I-JU LEE

CASE NUMBER:

BC374430

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

PETER LEE
19710 REEDVIEW DRIVE
LA PUENTE, CALIFORNIA 91748

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

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

Unknown

Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): Peter Lee, 19710 Reedview Drive, La Puente, California 91748

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

3. Judgment creditor (name and address): LOUISA CHAO,

LAW OFFICES OF LILLI B. MUSIL, 701 S. ATLANTIC BLVD.,

MONTEREY PARK, CALIFORNIA 91754

Date: OCTOBER 5, 2009

LILLI B. MUSIL, ATTORNEY AT LAW

(TYPE OR PRINT NAME)

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

5. Original abstract recorded in this county:

a. Date:

b. Instrument No.:

Lilli B. Musil

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed: \$ 893,698.63

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

8. a. Judgment entered on (date): November 13, 2008

b. Renewal entered on (date):

9. This judgment is an installment judgment.

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

a. Amount: \$

b. In favor of (name and address):

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.

JOHN A. CLARKE, CLERK

Clerk, by *K.W. Kam* Deputy



This abstract issued on (date):

OCT 26 2009

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):
 HSIAO-FENG CHAO
 C/O LAW OFFICES OF LILLI B. MUSIL
 701 S. ATLANTIC BLVD., SUITE 202
 MONTEREY PARK, CA 91754
14. Judgment creditor (name and address):
15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address
- JENNY I-JU LEE
 19710 REEDVIEW DRIVE
 LA PUENTE, CALIFORNIA 91748
- Driver's license no. [last 4 digits] and state: Unknown
- Social security no. [last 4 digits]: Unknown
- Summons was personally served at or mailed to (address):
 JENNY I-JU LEE
 19710 REEDVIEW DRIVE
 LA PUENTE, CALIFORNIA 91748
17. Name and last known address
- Driver's license no. [last 4 digits] and state: Unknown
- Social security no. [last 4 digits]: Unknown
- Summons was personally served at or mailed to (address):

18. Name and last known address
- Driver's license no. [last 4 digits] and state: Unknown
- Social security no. [last 4 digits]: Unknown
- Summons was personally served at or mailed to (address):
19. Name and last known address
- Driver's license no. [last 4 digits] and state: Unknown
- Social security no. [last 4 digits]: Unknown
- Summons was personally served at or mailed to (address):

20. Continued on Attachment 20.

1 Oral and documentary evidence was introduced on behalf of the
2 respective parties and the cause was argued and submitted for decision. The Court
3 having considered the evidence, and the testimony of the witnesses and having
4 heard the arguments of the parties, and good cause appearing therefor, the Court
5 enters its Judgment as follows:

6 **IT IS ORDERED ADJUDGED AND DECREED THAT:**

7 1. On the complaint filed by Louisa Chao and Hsiao-Feng Chao
8 against Peter Lee and Jenny I-Ju Lee for Fraud and Deceit; Breach of Fiduciary
9 Duty and Conspiracy to Defraud, Judgment be entered in favor of Plaintiffs
10 Louisa Chao and Hsiao-Feng Chao on the Fraud and Deceit and Breach of
11 Fiduciary Duty causes of action.

12
13 **BREACH OF FIDUCIARY DUTY**

14 The Court finds Defendant Peter Lee to be the broker and agent of
15 the Plaintiffs, that Defendant Peter Lee has a fiduciary duty to act in the best
16 interest of the Plaintiffs and that Defendant Peter Lee breached that fiduciary
17 duty.

18
19 **FRAUD AND DECEIT**

20 The Court finds that the Defendants Peter Lee and Jenny I-Ju Lee
21 intentionally and fraudulently induced Plaintiffs into the subject transaction and
22 that Plaintiffs relied on Defendants' representations and were damaged thereby.

23
24 **THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:**

25 That Plaintiffs Louisa Chao and Hsiao-Feng Chao have Judgment
26 against Defendants Peter Lee and Jenny I-Ju Lee in the sum of Three Hundred
27 Thousand Dollars (\$300,000.00) with 10% interest from October 4, 1990, the
28 date of close of escrow, to the date of Entry of Judgment, plus punitive damages
\$543,698.63

1 in the amount of Fifty Thousand Dollars (\$50,000.00), plus attorney's fees in the
2 sum of \$_____ and costs in the sum of \$_____.

3
4 Dated: 11-13-08

5
6
7 

8 JOSEPH R. KALIN,
9 JUDGE OF THE SUPERIOR COURT

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I certify that this is a true and correct copy of the
original Judgment on file in this office consisting
of 4 pages. JOHN A. CLARKE, Executive Officer/Clerk of the
Superior Court of California, County of Los Angeles.
Date: JAN 22 2009 By: Alice M. Thompson Deputy

ALICE M. THOMPSON

RECORDING REQUESTED BY
Law Offices of Lilli B. Musil

ORIGINAL

DOC # 2007-0089167
02/07/2007 08:00A Fee:31.00
Page 1 of 6
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

WHEN RECORDED MAIL TO

NAME Lilli B. Musil
MAILING
ADDRESS 701 S. Atlantic Blvd., #202
CITY, STATE Monterey Park, CA
ZIP CODE 91754



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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									027

TITLE(S)

32

C
014

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENT'S

RECORDING REQUESTED BY

LAW OFFICES OF
LILLI B. MUSIL

ORIGINAL

WHEN RECORDED MAIL TO

LAW OFFICES OF LILLI B. MUSIL
701 S. ATLANTIC BLVD., STE 202
MONTEREY PARK, CALIF 91754

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 434-030-22 & 24 Title No. _____ Escrow/Loan No _____
APN 437-200-023

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENT'S
(INDIVIDUAL)**

THIS DEED OF TRUST, made this 16 day of MARCH, 2006, between

LOUISA CHAO, HSIAO-FENG CHAO

herein called TRUSTOR, and **LILLI B. MUSIL** herein called TRUSTEE, and **LILLI B. MUSIL**,
herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS to
TRUSTEE IN TRUST, WITH POWER OF SALE, that property in COUNTY of Riverside
California, described as:

**THE SOUTHEAST QUARTER OF FARM LOT 71 OF THE
LANDS OF THE SAN JACINTO LAND ASSOCIATION AS
SHOWN BY MAP ON FILE IN BOOK 8 PAGE 357 OF MAPS,
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.**

Together with the rents, issues and profits thereof, SUBJECT HOWEVER, to the right, power and
authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated
herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference
or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date
herewith, and any extension of renewal thereof, in the principal sum of \$ _____ executed by Trustor
in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of such
property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is
so secured.

Initial O. H. F.
L. B. C.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of the county, viz.:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	853	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	3145	1	Los Angeles	T2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	617	Marin	1508	339	San Bernardino	5567	61	Butter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Glean	422	104	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	590	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego					

Series 2 Book 1961, Page 183887

(which provisions, identical in all counties, are printed on the reverse side of page one hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth

Louisa H. Chao

LOUISA CHAO

aka LOUISA HOUNG MAI HO CHAO

Hsiao Feng Chao

HSIA-FENG CHAO

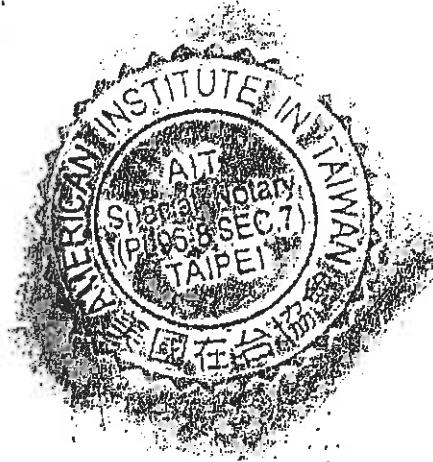
aka HSIAO-FENG CHAO

Taiwan)
 City of Taipei)
 American Institute in) 88:
 Taiwan, Taipei Office)

On 16 MAR 2006, before me, the undersigned, personally appeared Louisa Hounng Mai Ho Chao and Hsiao-Feng Chao proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to this instrument and acknowledged that he/she/they executed it.

Edward G. Grulich

Edward G. Grulich
 Special Notary (PL96-8)
 Duly appointed and qualified
 My commission expires: June 23, 2006





LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

<http://riverside.asrcikrac.com>

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Page 2

Taiwan)
City of Taipei)
American Institute in)
Taiwan, Taipei Office)

On March 16, 2006, before me, the undersigned, personally appeared LOUISA HOUNG MAI HO CHAO AND HSIAO-FENG CHAO proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed it.

Date:

NOVEMBER 20, 2006

Signature:

Lilli B. Musil

Print Name:

LILLI B. MUSIL, ATTORNEY AT LAW



LARRY W. WARD
 COUNTY OF RIVERSIDE
 ASSESSOR-COUNTY CLERK-RECORDER

Recorder
 P.O. Box 751
 Riverside, CA 92502-0751
 (951) 486-7000

<http://riverside.ascrec.com>

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

PAGE 3

To protect the security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 19961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the Office of the County Recorder of the County where said property is located, noted below opposite the name of the county, wherefore:

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Klags	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	L.A.	T2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Seuaislaus	1715	456
Colusa	296	617	Maria	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Medocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tularc	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumoe	135	47
Glenn	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Iuyo	147	598	Nevada	305	320	Shausta	684	528			
Kern	3427	60	Orange	5889	611	San Diego					

Series 2 Book 1961, Page 183887

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The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Date:

2-5-07

Signature:

Lilli B. Musil

Print Name:

Lilli B. Musil



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

NOTARY CLARITY

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

Name of Notary: EDWARD G. GRULICH

Commission #: SPECIAL NOTARY (PL 96-8), DULY APPOINTED AND QUALIFIED

Place of Execution: CITY OF TAIPEI, TAIWAN

Date Commission Expires: JUNE 23, 2006

Date: NOVEMBER 20, 2006

Signature: *Lilli B. Musil*

Print Name: LILLI B. MUSIL, ATTORNEY AT LAW

07/27/2005 08:00A Fee:43.00
Page 1 of 3 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:
SOUTHLAND TITLE CORPORATION

AND WHEN RECORDED-MAIL TO:

LA PALMA 120, LLC

C/O 3303 E. BASELINE, STE 109
GILBERT, AZ 85234



M	S	U	PAGE	SIZE	DA	PCOR	NOGOR	EMF	MSC
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A	R	L	COPY	LONG	REFUND	NCHO	EXAM		

Title Order No.: 18072174

Tra: 010

GRANT DEED

Escrow No.: 010298-CC

THE UNDERSIGNED GRANTOR(S) DECLARE(S) **Survey Monument Fee \$10. Code 99**
DOCUMENTARY TRANSFER TAX is \$1,086.80

43

T
CM

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 SAN JACINTO AND

ETAL
leaf
2/16

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

JERRY CHIEN-WEN CHEN and SHU-YA CHEN, Husband and Wife as Joint Tenants, as to an undivided 80.0000% interest and PETER LEE and JENNY I-JU LEE, Husband and Wife as Joint Tenants, as to an undivided 20.0000% interest

hereby GRANT(s) to:

LA PALMA 120, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

the real property in the City of SAN JACINTO, County of RIVERSIDE, State of California, described as:
PARCELS 1 AND 3 OF PARCEL MAP 15592, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON
FILE IN BOOK 87, PAGE 16 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY

Also Known as: VACANT LAND DE ANZA, APN#434-030-022 & 024, SAN JACINTO, CA
AP#: 434-030-022-4 & 434-030-024-6

DATED May 24, 2005

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On July 25, 2005

Before me, CATHERINE KUO

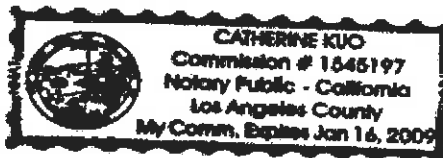
A Notary Public in and for said State, personally appeared

*JERRY CHIEN-WEN CHEN & SHU-YA CHEN &

PETER LEE & JENNY I-JU LEE**

SIGNATURE ATTACHED HERETO AS EXHIBIT AND
MADE A PART HEREOF.

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

(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

SENTRY ESCROW INC.

400 S. ATLANTIC BLVD. #202
MONTEREY PARK, CA 91794

TEL: (818) 289-4485 • FAX: (818) 282-5875

ESCROW NO: 8782-CC
DATE RECORDED: 10-01-92
ACCOMMODATION ESCROW

PROPERTY ADDRESS: Vacant Lots, APN 434-030-22 & 24 and 437-200-023

Seller/Lender			Buyer/Borrower	
Charges	Credits		Charges	Credits
	187,747.00	CONSIDERATION OR SALE PRICE	187,747.00	
		Paid Outside Escrow		
		Deposited by: Lee		100,000.00
		Deposited By		
		Amount of First Trust Deed		
35,597.00		Amount of Second Trust Deed (New)		35,597.00
		PRORATIONS; Taxes		
		Interest		
		Fire Insurance		
		Rents		
		TITLE COSTS: Assurance of Title		
		U.S. Internal Revenue Stamps		
100.00		Recording Trust Deed		
10.00		Recording Substitution of Trustee & Full Recon.		
26.00		Recording Re leases		
35.00		Taxes		
75.00		Sub Escrow to title co.		
1,000.00		ESCROW FEE		
		Drawing Deed		
100.00		Drawing Trust Deed & Note		
		Demand and/or Beneficiary Settlement		
150.00		Drawing Substitution of Trustee & Full Recon.		
		Insurance Endorsement		
111.50		Portion Messengers, Fed-X, &/or Fax		
		TERMITE		
		INSURANCE NEW OR ADDITIONAL		
9,387.00		COMMISSION TO Peter Lee		9,387.00
		COMMISSION TO		
37,763.00		Reimbursed (Deducted) amount paid to the underlying Deeds of Trust and Notes on behalf of Seller By Buyer prior to close of escrow.		37,763.00
5,000.00		Reimbursed amount paid as Legal and Professional Service Fee and other expenses on behalf of Seller by Peter Lee prior to close of escrow.		5,000.00
		PAID DEMANDS OF		
		Principal		
		Interest		
		Forwarding Fee		
5,833.24		Payoff to: IRS		
92,559.21		Payoff to: Franchise Tax Board		
		LOAN ESCROW TIE IN FEE		
		Loan Origination Fee		
		Tax Service		
187,747.00	187,747.00	Total:	187,747.00	187,747.00

Admitted

EXHIBIT 20
D.