

FORM APPROVED COUNTY COUNSEL
 BY: *G.P.P.* 10/14/15
 DATE: GREGORY P. PRIAMOS

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

624A



**SUBMITTAL DATE:
 OCT 14 2015**

FROM: Don Kent, Treasurer-Tax Collector

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 200, Item 52. Last assessed to: Cindy Srun, an unmarried woman. District 1 [\$18,120]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Cindy Srun, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 242190020-4;

(continued on page two)

**BACKGROUND:
 Summary**

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the April 29, 2014 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 20, 2014. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 16, 2014, 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	\$ 18,120	\$ 0	\$ 18,120	\$ 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 10/26/15*
 Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: | District: 1 | Agenda Number:

9-36

Departmental Concurrence

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 200, Item 52. Last assessed to: Cindy Srun, an unmarried woman. District 1 [\$18,120]. Fund 65595 Excess Proceeds from Tax Sale.

DATE: OCT 14 2015

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Authorize and direct the Auditor-Controller to issue a warrant to Cindy Srun in the amount of \$18,120.48, 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 one claim for excess proceeds:

1. Claim from Cindy Srun based on a Grant Deed recorded July 13, 2006 as Instrument No. 2006-0511283.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Cindy Srun be awarded excess proceeds in the amount of \$18,120.48. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on 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 form and supporting documentation is attached.

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

RECEIVED

2015 JUN 15 PM 1:59

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 200 Item 52 Assessment No.: 242190020-4

Assessee: SRUN, CINDY

Situs:

Date Sold: April 29, 2014

Date Deed to Purchaser Recorded: June 20, 2014

Final Date to Submit Claim: June 22, 2015

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 18,120.48 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. 2006-0511283 2008-0237473; recorded on 7-13-2006 5-7-08. 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.

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 June, 2015 at Frederick, Maryland
County, State

Cindy Srun
Signature of Claimant

Signature of Claimant

Cindy Srun
Print Name

Print Name

206 Pangborn Blvd.
Street Address

Street Address

Hagerstown, MD 21740
City, State, Zip

City, State, Zip

240-527-8440 (cell)
Phone Number

Phone Number

240-215-6148 (work)

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:
CINDY SRUN

206 PANGBORN BLVD.
HAGERSTOWN, MD 21740

206 PANGBORN BLVD.
HAGERSTOWN, MD 21740

2402988EL



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A.P.N.: 242-190-001-7 Parcels 70 & 71 TRA #: Order No.: O-SA-2402989/2402988 Escrow No.: 11908EO

009-002
GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$319 & CITY \$
 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 RIVERSIDE, and



FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,
RENEE NAJM, a Married Woman as Her Sole and Separate Property

hereby GRANT(S) to **CINDY SRUN, AN UNMARRIED WOMAN**
the following described property in the County of **RIVERSIDE**, State of California;

Parcel No. 70 being the South 1/2 of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 which is a portion of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 3 South, Range 5 West, San Bernardino Base and Meridian.

Parcel No. 71 being the North 1/2 of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 which is a portion of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 3 South, Range 5 West, San Bernardino Base and Meridian.

(Property commonly known as: PARCEL 70 & 71 - VACANT LAND, RIVERSIDE, CA)

Renee Najm
RENEE NAJM

Document Date: June 21, 2006

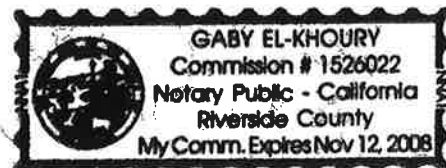
STATE OF CALIFORNIA)
COUNTY OF Orange)
On June 23, 2006 before me, GABY EL-KHOURY, Notary Public,
personally appeared Renee NAJM

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 Gaby El-Khoury

(Area below for official notarial seal)



GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: Gaby El Khoury
DATE COMMISSION EXPIRES: Nov 12, 2008
COUNTY WHERE BOND IS FILED: Riverside
COMMISSION NUMBER: 1526022
MANUFACTURER/VENDOR NUMBER: NNA1

PLACE OF EXECUTION: Santa Ana, CA
DATED: July 11, 2006

SIGNATURE: *Gaby El Khoury*



RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

CINDY SRUN

206 Pangborn Blvd.

Hagerstown, MD 21740

S	R	U	PAGE	SIZE	UA	MISC	LONG	RFD	COPY
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A.P.N.: 242-190-001-7 Parcels 70 & 71 TRA #: Order No.: O-SA-2880145 (08)

Escrow No.: 15692EO

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

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039

WHEREAS, Cindy Srun, an Unmarried Woman was the original Trustor, and First American Title Company, a California corporation the original Trustee, and Renee Najm, a Married Woman as her Sole and Separate Property the Beneficiary, under that certain Deed of Trust dated June 16, 2006 and recorded July 13, 2006 as Instrument No. 2006-0511284, in Book III, Page(s) III, Official Records of the County of Riverside, State of California, with legal description as follows:

Parcel No. 70 being the South 1/2 of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 which is a portion of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 3 South, Range 5 West, San Bernardino Base and Meridian.

Parcel No. 71 being the North 1/2 of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 which is a portion of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 3 South, Range 5 West, San Bernardino Base and Meridian.

WHEREAS, the undersigned Beneficiary desires to substitute a new Trustee under said Deed of Trust, now therefore, the undersigned hereby substitutes (themselves, himself, herself) as Trustee under said Deed of Trust and does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the Estate now held by him thereunder.

Renee Najm

RENEE NAJM

Document Date: April 11, 2008

STATE OF CALIFORNIA)
COUNTY OF Riverside) SS

On April 25, 2008 before me, Gaby El Khoury, a Notary Public in and for said state, personally appeared Renee Najm, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

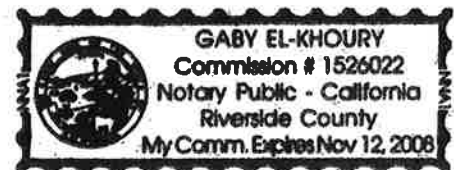
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Gaby El Khoury*

(Affix Notarial Seal below)

THIS INSTRUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE COMPANY AS AN
ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED
AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON TITLE.



NOTE SECURED BY DEED OF TRUST

INSTALLMENT NOTE - INTEREST ONLY

\$74,000.00

SAN MARINO, CALIFORNIA

JUNE 16, 2006

In installments and at the time hereinafter stated, for value received, I/We, promise to pay to

RENEE NAJM, a Married Woman as her Sole and Separate property

or order, at place designated by the holder(s) hereof, the principal sum of **SEVENTY FOUR THOUSAND AND NO/100 Dollars (\$74,000.00)** with interest from July 13, 2006 on the amounts of principal remaining from time to time unpaid, until said principal sum is paid, at the rate of **9.50** per cent per annum. Monthly installments are **INTEREST ONLY** in the amount of **FIVE HUNDRED EIGHTYFIVE AND 83/100 Dollars (\$585.83)** or more, commencing on August 13, 2006 and continuing thereafter until the January 13, 2008 at which time the entire unpaid principal balance, together with interest due thereon, shall become all due and payable.

This note is subject to Section 2966 of the Civil Code, which provides that the holder of this note shall give written notice to the trustor, or his successor in interest, of prescribed information at least 90 and not more than 150 days before any balloon payment is due.

The Deed of Trust securing this note contains the following: "Should the trustor or his successors in interest without the consent in writing of the Beneficiary sell, transfer or convey or permit to be sold, transferred or conveyed, his interest in the property, or any part thereof, then Beneficiary may, at his option declare all sums secured hereby immediately due and payable."

In the event any payment is not paid within **10** days of the due date, Trustor shall pay to Beneficiary a **LATE CHARGE** of **6.00 %** in addition to each payment due and unpaid.

This Note is given and accepted as a portion of the purchase price.

Each payment shall be credited first on interest then due and the remainder on principal sum; and interest shall thereupon cease upon the amount so credited on the said principal. Should default be made in payment of any installment 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 of America. Should suit be commenced to collect this note or any portion thereof, such sum as the Court may deem reasonable shall be added hereto as attorney's fees. This note is secured by a Deed of Trust to **FIRST AMERICAN TITLE COMPANY**, a California Corporation as Trustee, affecting the property located at: **PARCEL 70 & 71 - VACANT LAND, RIVERSIDE, CA**


CINDY SRBIN

DO NOT DESTROY THIS NOTE: When paid, said original Note, together with the Deed of Trust securing same, must be surrendered to Trustee for cancellation and retention before reconveyance will be made.

Cancellation of note as part of settlement agreement after I filed a lawsuit for fraud

Cancelled, with no further obligation

Renee Najm

5-21-08



Viva Escrow! Inc.
 2475 Huntington Drive, San Marino, CA 91108
 Tel: 626.584.9999 • Fax: 626.584.9939

Buyer's Copy

**ESCROW HOLDER'S ADDENDUM TO
 PURCHASE CONTRACT AND JOINT ESCROW INSTRUCTIONS**

TO: Viva Escrow! Inc.

Date: **June 5, 2006**
 Escrow Officer: **Emilia Ochoa**
Certified Sr. Escrow Officer
 Escrow Number: **11908EO**

VIVA ESCROW! INC., A CALIFORNIA CORPORATION IS LICENSED UNDER THE DEPARTMENT OF CORPORATIONS. THE MAIN OFFICE LICENSE IS #963-1922; THE BRANCH OFFICE LICENSE IS #863-1311.

CINDY SRUN, (hereinafter known as Buyer) agree to purchase from RENEE NAJM, (hereinafter known as Seller) the real property setforth herein per the terms, conditions, consideration and instructions hereinafter stated. The Seller and Buyer herein shall deliver these signed escrow instructions to Viva Escrow! Inc. (hereinafter known as Escrow Holder).

Original
 purchase
 agreement for
 both parcels

Terms of Transaction

Buyer has deposited with Escrow Holder the sum of	\$	1,000.00
Buyer will deposit, prior to close of escrow, the sum of	\$	70,000.00
Buyer to obtain a New 1st Trust Deed loan in the amount of	\$	74,000.00
To Complete the Total Consideration of	\$	145,000.00

Furthermore, I will execute and deliver any instruments and/or funds which this escrow requires to show title as called for, all of which you are instructed to use on or before **July 10, 2006, which shall be referred to as the "Closing Date"**, provided you hold a Policy of Title insurance with the usual title company's exceptions, with a liability of not less than **\$145,000.00**, covering property in the City of **RIVERSIDE**, County of **RIVERSIDE**, State of California, described as follows:

Parcel No. 70 being the South 1/2 of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 which is a portion of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 3 South, Range 5 West, San Bernardino Base and Meridian.

Parcel No. 71 being the North 1/2 of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 which is a portion of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 3 South, Range 5 West, San Bernardino Base and Meridian.

COMMONLY KNOWN AS: **PARCEL 70 & 71 - VACANT LAND, RIVERSIDE, CA**

SHOWING TITLE VESTED IN: **CINDY SRUN, (Vesting to be Determined prior to Close of Escrow)**

SUBJECT TO:

- (1) General and Special County and City (if any) Taxes for the current fiscal year, not due or delinquent, including any special levies, payments for which are included therein and collected therewith.
- (2) Lien of Supplemental Taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.
- (3) Covenants, Conditions and Restrictions, reservations easements for public utilities, districts, water companies, alleys and streets, rights and rights of way of record, if any; also exceptions of oil, gas, minerals and hydrocarbons, and/or lease, if any, without the right of surface entry.

1. **INSTRUCTIONS:** Parties are aware and agree that this Escrow Holder's Addendum instructions are a supplement to that certain "CAR VACANT LAND Purchase Agreement and Joint Escrow Instructions, dated MAY 24, 2006, " (hereinafter referred to as the "Agreement"), which was fully executed between parties and a copy of which was received by Escrow Holder. These instructions are entered into for the purpose of enabling Escrow Holder to process and close this transaction. These instructions may also provide for additional conditions to be met precedent to closing, but nothing stated herein will supercede or eliminate anything stated on that "Agreement". Escrow Holder has been instructed to refer to the "Agreement" for the completion of this transaction. Original signatures on "Agreement" are on file with Real Estate Broker.

ADDITIONAL INSTRUCTIONS ATTACHED HERETO AND MADE A PART HEREOF
My initials below represent my agreement and acknowledgment of the foregoing.

Seller Initials: ____

Buyer Initials: ____

2. **SELLER CARRY BACK FIRST TRUST DEED LOAN:** As part of the purchase price Seller agrees to carry back a Note secured by a Deed of Trust recorded on subject property, in the amount of **\$74,000.00**. Escrow Holder is instructed to prepare said Note and Trust Deed, on your standard form, in favor of Seller as they now hold title. Interest shall be at the rate of **9.5000** per annum, payable in monthly installments of **INTEREST ONLY**, in the amount of **\$585.83** per month, or more, starting 30 days from the date of closing, and continuing thereafter for a term of **18 Months**. Escrow Holder is instructed to insert the interest commencement date, the first payment date and the last payment date on the Note at closing, over the Buyer/Payor's signatures.

The Note and Deed of Trust to contain the following clauses:

"In the event the property described herein, or any part hereof, or any interest therein, is sold, conveyed, alienated, assigned or otherwise transferred by the Maker, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of the Payee thereof, and without demand or notice shall immediately become due and payable, except as prohibited by California Civil Code Section 2924.6, or other applicable law."

The Note to contain the following clauses:

"If payment of any portion of the installments as herein set forth is delinquent more than **10** days, the Payee may, at his sole option, assess a late charge of **6.00%** of each installment so delinquent."

"This Note is subject to Section 2966 of the Civil Code which provides that the holder of this note shall give written notice to the Trustor, or his successor in interest, of prescribed information at least **90** and not more than **150** days before any balloon payment is due."

"Privilege is reserved of paying this note in full or in part at any time prior to its maturity without penalty/bonus, and interest shall thereupon cease on principal so paid."

Escrow Holder is relieved of all responsibility and/or liability as to the validity, sufficiency, and/or enforcement of the terms and/or provisions contained in the recitals as outlined above to be inserted in Note. Said recitals have been dictated by all parties herein and Buyer's execution of said Note and Deed of Trust shall constitute approval of same. Seller shall read and approve said documents as to form and content.

3. **UNSEGREGATED PROPERTY TAXES DISCLOSURE AND PRORATION:** Buyer is made aware that on this new construction, there is only one Assessor's Parcel Number 242-190-001-7-0-000 which covers all lots. Until such time as the Assessor's office re-assesses the properties for their own individual tax bills, the bills that are issued will reflect the total amount for all lots.

Escrow Holder is instructed to prorate the taxes at closing based on the existing bill. Seller to provide percentage for each parcel. Escrow holder to credit Seller and debit Buyer for the period from close of escrow to July 1, 2006. New tax bill for 2006-2007 will be issued October 1, 2006.

Seller will be responsible for the continued payment of taxes as it comes due until the taxes are fully segregated. Buyer will pay Seller for his percentage share until he receives his own tax bill. In the event the other lots are sold, then Buyer and the future owners of the other lots will make arrangements to pay the unsegregated tax bills as they become due. Seller acknowledges that it is his responsibility to remit tax payment notifications to the Buyer(s) upon receipt.

Parties are further made aware that if there are any other supplements or adjustments once the segregation of the units are completed, the supplements or adjustments will be calculated between parties once the bills are made available.

4. **APPROVAL OF EXPENSES INCURRED:** Buyer and Seller are aware that there are certain expenses which must be paid through escrow, including, but not limited to, retrofit costs and repair bills, property inspection costs, City report application fees, demand requests, homeowner association document/certification fees, if applicable. Escrow Holder is instructed to pay said costs, based on invoices submitted, without further written instructions. Signature of parties on this instructions shall signify their approval of the payment of said bills. Expenses shall be charged to the individual parties based on their original Agreement, if any, or if none, based on standard Southern California practice.

5. **AUTHORIZATION TO RELEASE UPFRONT FEES:** If there are requirements from third parties to this escrow for upfront payment prior to release of documents and/or performance of services, Buyer and Seller agree, understand and authorize Escrow Holder to release the payment necessary from Buyer's good faith deposit held in escrow. All parties understand that funds paid upfront are not refundable. Expenses paid shall be charged to individual parties based on the original Agreement, if any, or if none, based on standard Southern California practice.

In the event of escrow cancellation all upfront fees paid shall be listed on the cancellation amendment and will be deducted from any final disbursement/return of deposit. Escrow Holder is released from any liability in connection with complying with

ADDITIONAL INSTRUCTIONS ATTACHED HERETO AND MADE A PART HEREOF
My initials below represent my agreement and acknowledgment of the foregoing.

Seller Initials: _____

Buyer Initials: _____

these instructions.

6. **GOOD FUNDS NOTICE:** Except for electronic payment or wire transfers, funds remitted into an escrow are subject to availability requirements imposed by California Insurance Code Section 12413.1 (Chapter 598, Statutes of 1989) effective January 1, 1990. Cashier's, Certified or Teller's checks, payable to Escrow Holder are generally available for disbursement on the next business day following the date of deposit. Other forms of payment may cause extended delays in the closing of this escrow and Escrow Holder will not be responsible for accruals of interest or other charges resulting from complying with the disbursement restrictions imposed by State Law.

7. **FIRE INSURANCE:** Buyer is made aware that, prior to close of escrow, fire insurance coverage should be obtained with sufficient liability and replacement or fire coverage. If there is a new loan, insurance coverage will be a condition of the loan before funding. Buyer to deposit sufficient funds to pay for the first year's premium per insurance agent's invoice. If the property is a part of a Condominium project with blanket building coverage, Escrow Holder is then instructed to obtain the evidence of insurance from the insurance company handling the condominium complex.

8. **NOTARY FEES:** Notary Fees may be charged for documents signed in the presence of a Notary Public at Escrow Holder's office or elsewhere. Said fees are paid to the Notary Public separately and are not a part of the escrow fee. Escrow Holder is instructed to pay notary bills submitted as part of the closing costs.

9. **FACSIMILE TRANSMITTALS:** Escrow Holder is authorized and instructed to rely on the Buyer, Seller, Real Estate Brokers and any other persons "facsimile" transmitted executed documents, for the processing of this escrow instructions, as if such documents contained their original signatures. Original signature copies shall be returned to Escrow Holder within 72 hours. Parties further acknowledge that the County Recorder's office DOES NOT ACCEPT facsimile documents for recording.

10. **IRS 1099 REPORTING DISCLOSURE:** Parties are made aware that we are required by law to report the total "gross" proceeds (total consideration/sales price) on all real estate sales to the IRS at closing. In addition, parties are further made aware that Escrow Holder will also be required by H.R. 638 "Home Sale Tax Fairness Act of 1992" to report to IRS the amount of real estate property taxes apportioned between the parties at close of escrow. Seller is to complete, sign and return the attached certification form to Escrow Holder, (all sellers must sign), and this escrow may not close if this form is not received prior to closing. This is an IRS requirement, and any questions should be directed to the Treasury Department and not Escrow Holder. NOTE: Corporations are automatically exempt from IRS 1099 reporting.

11. **TAX WITHHOLDING (FIRPTA):** Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), IRC Section Code 1445, Buyer must withhold from Seller's proceeds 10% of the Gross Sales Price and remit to the Internal Revenue Service, unless Seller affirms and delivers to Buyer an Affidavit stating that he is not a foreign person. Parties release Escrow Holder from any liability and/or responsibility regarding the reliance of parties that this transaction is exempt from said code.

12. **STATE OF CALIFORNIA TAX WITHHOLDING (CALFIRPTA):** For transactions that are closing after December 31, 2002, Seller is herein made aware that under the new AB 2065 law, effective January 1, 2003, a Buyer of real property is required to withhold California income taxes from Seller's funds and send them to the Franchise Tax Board unless one of the following three conditions are met: (a) The selling price is less than \$100,000.00; (b) the property being transferred is the Seller's principal residence; or (c) the sale will result in a taxable loss which must be documented with the Franchise Tax Board prior to close of escrow. The withhold amount is equal to 3.33% of the Gross Sales Price. For questions, the Seller may contact the **FRANCHISE TAX BOARD, WITHHOLDING AT SOURCE UNIT, P.O. BOX 651, SACRAMENTO, CA 95812-0651, #(916)845-4800.**

13. **PRELIMINARY CHANGE OF OWNERSHIP FORM:** Pursuant to State Law (Section 480.3 of the Revenue and Taxation Code), all deeds and other documents that reflect a change in ownership must be accompanied by a Preliminary Change of Ownership Report to be completed by the transferee. If this report is not presented at the time of recording, an additional charge of \$20.00, as required by law, will be charged to transferee & said form will be mailed directly to transferee after closing by the assessor's office for completion outside of escrow.

14. **SUPPLEMENTAL PROPERTY TAXES :** The tax assessor has the right to reassess the subject property after close of escrow and issue a supplemental tax bill to the Buyer, who shall be solely responsible for same. Any supplement tax bills issued shall be paid as follows: (a) for periods AFTER the close of escrow, by BUYER; (b) for periods PRIOR to close of escrow, by SELLER. Tax bills issued AFTER the close of escrow shall be handled directly between Buyer and Seller and Escrow Holder shall not be liable or concerned with same.

15. **SPECIAL MESSENGER FEES:** In the event special courier services are called for during the course of this escrow, Escrow Holder is hereby instructed and authorized to order said messengers as required without further instructions from parties. Upon successful close of escrow, Escrow Holder is instructed to debit said costs from the account of the respective party benefitting therewith. In the event of cancellation, Escrow Holder to be released of the responsibilities and expense of said courier services and to be reimbursed by parties. Courier services may include special messenger, Federal Express, Overnight or Express Mail.

ADDITIONAL INSTRUCTIONS ATTACHED HERETO AND MADE A PART HEREOF
My initials below represent my agreement and acknowledgment of the foregoing.

Seller Initials: _____

Buyer Initials: _____

GENERAL INSTRUCTIONS FOR ALL ESCROW TRANSACTIONS

1. The parties to this escrow are made aware that Escrow Holder has no obligation to verify signatures of any of the parties involved.

2. You shall not be responsible for the following: (1) the sufficiency or correctness as to form, manner of execution or validity of any documents deposited in this escrow: (2) the identity, authority, or right of any person executing the same, either as to documents of record or those handled in the escrow: or (3) the failure of any party to comply with any of the provisions of any agreement, contract or other instrument filed or deposited in this escrow or referred to in those escrow instructions. Your duties shall be limited to the safekeeping of money and documents received by you as Escrow Holder and for the disposition in compliance with the written instructions accepted by you in this escrow. You shall not be required to take any action regarding the collection, maturity, or apparent outlaw of any obligations deposited with you unless otherwise instruction in writing.

3. If it is necessary, proper or convenient for the consummation of this escrow, you are authorized to deposit or have deposited funds or documents, or both, handed you under these escrow instructions with any duly authorized sub-escrow agent, including, but not limited to, any bank, trust company, title insurance company, title company, savings and loan association, or licensed escrow agent, subject to your order at or before close of escrow in connection with closing this escrow. Any such deposit shall be deemed a deposit under the meaning of these escrow instructions.

4. You shall make no physical inspection of the real property or personal property described in any instruments deposited in, or which is the subject of this escrow. You have made no representations or warranties concerning any such real property or personal property and are not to be concerned with nor liable for the condition of real property or personal property.

5. The parties authorize the recordation of any instrument delivered through this escrow if necessary or proper for the issuance of the required policy of title insurance or for the closing of this escrow. Funds, instructions or instruments received in this escrow may be delivered to, or deposited with any title insurance company or title company to comply with the terms and conditions of this escrow.

6. Time is of the essence of these instructions. If this escrow is not in condition to close by the time provided as the "Closing Date", any party who has fully complied with his instructions may, in writing, demand the return of his money and/or property upon delivering a written notice of cancellation to this escrow. Escrow Holder shall, within five (5) working days thereafter, mail by certified mail a copy of such notice to each of the principals at the addresses as given to Escrow Holder in this escrow. Unless written objection to cancellation is received by Escrow Holder from a principal within ten (10) days after date of such mailing, Escrow Holder is authorized to comply with the notice of cancellation. If written objection is received by Escrow Holder, Escrow Holder shall hold all money and instruments in this escrow and take no further action until otherwise directed, either by mutual written instructions of the parties or final order of a court of competent jurisdiction.

If no demand is made, close this escrow as soon as possible. If the date by which Buyer's or Seller's performances are due shall be other than your regular business day, such performances shall be due on your next succeeding business day.

7. You are instructed to provide title to the subject real property in the condition identified in the escrow instructions by the parties. You are not responsible for the contents or accuracy of any beneficiary demands and/or beneficiary statements delivered to you by the existing lienholders. You are not required to submit any such beneficiary statements and/or demand to the parties for approval before the close of escrow unless expressly instructed to do so in writing. Should the parties desire to pre-approve any such beneficiary statement and/or demand, the parties requesting the same shall deliver separate and specific written escrow instructions to you.

8. You are not to be responsible in any way whatsoever nor to be concerned with the terms of any new loan or the content of any loan documents obtained by any party in connection with this escrow except to order such loan documents into the escrow file, transmit the loan documents to Buyer for execution and transmit the executed loan documents to lender. The parties understand and agree that you are not involved nor concerned with the approval and/or processing of any loan or the contents and effect of loan documents prepared by a lender.

9. The parties expressly indemnify and hold you harmless against third-party claims for any fees, costs or expenses where you have acted in good faith, with reasonable care and prudence and/or in compliance with these escrow instructions.

10. The parties agree that you have the responsibilities of an Escrow Holder only and there are no other legal relationships established in the terms and conditions of the escrow instructions. In connection with this escrow: (1) You shall have no duty or responsibility of notifying any of the parties to this escrow of any sale, resale, loan, exchange or other transaction involving any of the subject real property or personal property; (2) You shall have no responsibility or duty to disclose any benefit, including, but not limited to financial gain, realized by any person, firm or corporation involving any of the subject real property or personal property; and (3) You shall have no responsibility or duty to disclose any profit realized by any person, firm or corporation including, but not limited to, any real estate broker, real estate sales agent and/or a party to any other

ADDITIONAL INSTRUCTIONS ATTACHED HERETO AND MADE A PART HEREOF
My initials below represent my agreement and acknowledgment of the foregoing.

Seller Initials: _____

Buyer Initials: _____

escrow, in connection therewith, although such other transaction may be handled by you in this escrow or in another escrow transaction. If, however, you are instructed in writing by any party, Lender or other entitled person to disclose any sale, resale, loan, exchange or other transaction involving any of the subject real property or personal property or any profit realized by any person, firm or corporation to any party to this escrow, you shall do so without incurring any liability to any party. You shall not be liable for any of your acts or omissions done in good faith nor for any claims, demands, losses or damages made or suffered by any party to this escrow, excepting such as may arise through or be caused by your willful neglect or gross misconduct.

11. The parties shall cooperate with you in carrying out the escrow instructions they deposit with you and completing this escrow. The parties shall deposit into escrow, upon request, any additional funds, instruments, documents, instructions, authorizations, or other items that are necessary to enable you to comply with demands made on you by third parties, to secure policies of title insurance, or to otherwise carry out the terms of their instructions and close this escrow. If conflicting demands or notices are made or served upon you or any controversy arises between the parties or with any third person arising out of or relating to this escrow, you shall have the absolute right to withhold and stop all further proceedings in, and in performance of, this escrow until you receive written notification satisfactory to you of the settlement of the controversy by agreement of the parties, or by the final order or judgment of a court of competent jurisdiction.

12. All of the parties to this escrow, jointly and severally, promise to pay promptly on demand, as well as to indemnify you and to hold you harmless from and against all administrative governmental investigations, audit and legal fees, litigation and interpleader costs, damages, judgments, attorneys' fees, arbitration costs and fees, expenses, obligations and liabilities of every kind (collectively "costs") which in good faith you may incur or suffer in connection with or arising out of this escrow, whether said costs arise during the performance of or subsequent to this escrow, directly or indirectly, and whether at trial, or on appeal, in administrative action, or in an arbitration. You are given a lien upon all the rights, titles and interests of the parties and all escrow papers and other property and monies deposited into this escrow to protect your rights and to indemnify and reimburse you. If the parties do not pay any fees, costs or expenses due you under the escrow instructions or do not pay for costs and attorneys' fees incurred in any litigation, administrative action and/or arbitration, on demand, they each agree to pay a reasonable fee for any attorney services which may be required to collect such fees or expenses, whether attorneys' fees are incurred before trial, at trial, on appeal or in arbitration.

Any action brought against the Escrow Holder, based on these instructions or the transaction arising therefrom, shall be filed within one (1) year from the date of Close of Escrow, if escrow closes, or within eighteen (18) months from the date of opening of escrow, if the escrow does not close, or shall forever be barred. (Opening of escrow means the date on the original escrow instructions.)

13. ALL NOTICES, DEMANDS AND INSTRUCTIONS MUST BE IN WRITING. No notice, demand, instruction, amendment, supplement or modification of these escrow instructions shall be of any effect in this escrow until delivered in writing to you and mutually executed by all parties.

Any purported oral instruction, amendment, supplement, modification, notice or demand deposited with you by the parties or either of them shall be ineffective and invalid. You are to be concerned only with the directives expressly set forth in the escrow instructions, supplements and amendments thereto, and are not to be concerned with nor liable for items designated as "memorandum items" in the escrow instructions. These escrow instructions may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All such counterparts together shall constitute the same document.

14. The parties acknowledge and understand that you, as Escrow Holder, are not authorized to practice the law nor do you give financial advice. The parties are advised to seek legal and financial counsel and advice concerning the effect of these escrow instructions. The parties acknowledge that no representations are made by you about the legal sufficiency, legal consequences, financial effects or tax consequences of the within escrow transaction.

15. Notwithstanding any other provisions in these escrow instructions and in addition to other fees and costs to which you may be entitled, the parties, jointly and severally, agree that if this escrow is not consummated within ninety (90) days of the date set for closing, you are instructed to, and without further instructions, withhold your escrow hold open fee of \$50.00 per month from the funds on deposit with you regardless of who deposited such funds. The parties, jointly and severally, further agree that if you are, for any reason, required to hold funds after close of escrow, you are instructed to, and without further instructions, withhold an escrow fee of \$50.00 per month from the funds on deposit with you regardless of who deposited such funds. The parties irrevocably instruct you to automatically cancel this file without further instructions when all funds on deposit have been disbursed.

16. Your Escrow Holder agency shall terminate six (6) months following the date last set for close of escrow and shall be subject to earlier termination by receipt by you of mutually executed cancellation instructions. If this escrow was not closed or cancelled within the described six (6) month period, you shall have no further obligations as Escrow Holder except to disburse funds and documents pursuant to written escrow instructions and to interplead or otherwise dispose of funds and documents in accordance with a validly issued and validly served order from a court of competent jurisdiction. If the conditions of this escrow have not been complied with at the expiration date in these escrow instructions, you are instructed to complete the

ADDITIONAL INSTRUCTIONS ATTACHED HERETO AND MADE A PART HEREOF
My initials below represent my agreement and acknowledgment of the foregoing.

Seller Initials: _____

Buyer Initials: _____

conditions at the earliest possible date, unless Buyer or Seller have made written demand upon you for the return of the funds and/or instruments deposited by Buyer or Seller and/or for cancellation of this escrow.

17. Should demands be made upon you, you may withhold and stop all further proceedings in this escrow without liability for interest on funds held or for damages until mutual cancellation instructions signed by all parties shall have been deposited with you. The parties, jointly and severally, agree that if this escrow cancels or is otherwise terminated and not closed, the parties shall pay for any costs and expenses which you have incurred or have become obligated for under these escrow instructions, including, but not limited to, attorneys' fees, arbitration fees and costs and reasonable escrow fees for the services rendered by you, the parties agree that such costs and expenses shall be paid and deposited in escrow before any cancellation or other termination of this escrow is effective. The parties agree that said charges for expenses, costs and fees may be apportioned between Buyer and Seller in a manner which, in your sole discretion, you consider equitable, and that your decision will be binding and conclusive upon the parties. Upon receipt of mutual cancellation instructions or a final order or judgement of a court of competent jurisdiction with accompanying writs of execution, levies or garnishments, you are instructed to disburse the escrow funds and instruments in accordance with such cancellation instruction, order or judgement and accompanying writ and this escrow shall, without further notice be considered terminated and cancelled.

18. In these escrow instructions, wherever the context so requires, the masculine gender includes the feminine and/or neuter and the singular number includes the plural.

19. You are authorized to destroy or otherwise dispose of any and all documents, papers escrow instructions, correspondence and records or other material constituting or pertaining to this escrow at any time after five (5) years from the date of: (1) the close of escrow: (2) the date of cancellation: or (3) the date of the last activity without liability and without further notice to the parties.

ADDITIONAL INSTRUCTIONS ATTACHED HERETO AND MADE A PART HEREOF
My initials below represent my agreement and acknowledgment of the foregoing.

Seller Initials: ____

Buyer Initials: ____

WE, JOINTLY AND SEVERALLY, ACKNOWLEDGE RECEIPT OF A COMPLETE COPY OF THE WITHIN ESCROW INSTRUCTIONS AND BY OUR SIGNATURES SET FORTH BELOW, ACKNOWLEDGE THAT WE HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED THEREIN, IN THEIR ENTIRETY.

Buyer's Signature:

CINDY SRUN

THE FOREGOING TERMS, PROVISIONS, CONDITIONS AND INSTRUCTIONS ARE HEREBY APPROVED AND ACCEPTED IN THEIR ENTIRETY AND CONCURRED WITH BY ME. I WILL HAND YOU NECESSARY DOCUMENTS CALLED FOR ON MY PART TO CAUSE TITLE TO BE SHOWN AS SET OUT HEREIN, WHICH YOU ARE AUTHORIZED TO DELIVER WHEN YOU HOLD OR HAVE CAUSED TO BE APPLIED TO FUNDS SET FORTH HEREIN WITHIN THE TIME AS HEREIN PROVIDED. YOU ARE AUTHORIZED TO PAY ON MY BEHALF, MY RECORDING FEES, CHARGES FOR EVIDENCE OF TITLE AS CALLED FOR WHETHER OR NOT THIS ESCROW IS CONSUMMATED, EXCEPT THOSE THE BUYER AGREED TO PAY. YOU ARE HEREBY AUTHORIZED TO PAY BONDS, ASSESSMENTS, TAXES, AND ANY LIENS OF RECORD, INCLUDING PREPAYMENT PENALTIES, IF ANY, TO SHOW TITLE AS CALLED FOR.

YOU ARE FURTHER AUTHORIZED AND INSTRUCTED TO PAY COMMISSION AS SET FORTH ON SEPARATE INSTRUCTIONS MADE A PART HEREOF.

Seller's Signatures:

RENEE NAJM

-- END OF INSTRUCTIONS --

Copy of settlement
agreement
cancelling notes
on both parcels

COMPROMISE, SETTLEMENT AND MUTUAL RELEASE AGREEMENT

THIS COMPROMISE, SETTLEMENT AND MUTUAL RELEASE AGREEMENT (the "AGREEMENT") is entered into by and between Renee Najm, Elie Najm, George Najm (hereinafter collectively "NAJM"), and Golden State Financial Investments dba Dreamworks Real Estate (hereinafter "GOLDEN STATE") and Sothy Chhim and Sotha Chhim (hereinafter collectively the "CHHIMS"), Janet Im (hereinafter "IM") and Cindy Srun (hereinafter "SRUN").

Recitals

1. On or about May 28, 2006, the CHHIMS offered to purchase from Renee Najm, who was represented by George Najm, who was operating under Elie Najm, the real property described as Parcel No. 72 being the South ½ of South ½ of Southwest 1/4 of Northwest 1/4 which is a portion of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 3 South Range 5 West San Bernardino Base and Meridian and Parcel No. 81 being North one-half of the North one-half of the Northwest one-fourth of the Southwest one-fourth which is a portion of the Northwest one-fourth of the Southwest one-fourth of the Southeast one fourth of Section 14 Township 3 South Range 5 West San Bernardino Base Meridian (hereinafter the "REAL PROPERTY NO. 1"). Renee Najm accepted the offer (hereinafter the "SALES AGREEMENT NO. 1"). SALES AGREEMENT NO. 1 required CHHIMS to pay a down payment plus the balance of the purchase price over time, said balance memorialized by a promissory note (hereinafter "ORIGINAL NOTE 1") secured by a deed of trust (hereinafter "ORIGINAL TD 1").

2. On or about May 16, 2006, IM offered to purchase from Renee Najm who was represented by George Najm, who was operating under Elie Najm the real property described as Lots 69 and 68. Parcel No. 69 being North ½ of North ½ of the Southwest 1/4 of the Northwest 1/4 which is a portion of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 3 South, Range 5 West, in the County of Riverside, State of California, San Bernardino Base Meridian and Parcel No. 68 being the South one-half of the South one-half of Northwest one-fourth of the Northwest one-fourth, which is a portion of the Northwest one-fourth of the Southeast one-fourth of the Southeast one-fourth of Section 14, Township 3 South Range 5 West of San Bernardino Base and Meridian (hereinafter the "REAL PROPERTY NO. 2"). Renee Najm accepted the offer (hereinafter the "SALES AGREEMENT NO. 2"). SALES AGREEMENT NO. 2 required IM to pay a down payment plus the balance of the purchase price over time, said balance memorialized by a promissory note (hereinafter "ORIGINAL NOTE 2") secured by a deed of trust (hereinafter "ORIGINAL TD 2").

3. On or about May 24, 2006, SRUN offered to purchase the real property described as Lots 71 and 70 from Renee Najm who was represented by George Najm, who was operating under Elie Najm. Parcel No. 71 being the North ½ of South ½ of the Southwest 1/4 of the Northwest 1/4, which is a portion of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 3 South, Range 5 West, San Bernardino Base and Meridian and Parcel No. 70 being the South one-half of the North one-half of the Southwest one-fourth of the Northwest one-fourth which is a portion of the Northwest one-fourth of the Southeast one-fourth of the Southeast one-fourth of Section 14, Township 3 South Range 5 West, San Bernardino Base and Meridian (hereinafter the "REAL PROPERTY NO. 3"). Renee Najm accepted the offer (hereinafter the "SALES AGREEMENT NO. 3"). SALES AGREEMENT NO. 3 required SRUN to pay a down payment plus the balance of the purchase price over time, said balance memorialized by a promissory note (hereinafter "ORIGINAL NOTE 3") secured by a deed of trust (hereinafter "ORIGINAL TD 3").

4. The CHHIMS, IM and SRUN were purchasing the multiple lots, collectively referred to as the REAL PROPERTY, for the stated purpose of each combing their separately acquired lots, two lots to become one (i.e. six lots to become three distinct parcels) and developing

each of the remaining three lots. After successful completion of the SALES AGREEMENT and close of escrow thereto, the CHHIMS, IM and SRUN attempted to develop the REAL PROPERTY as planned but were unable to do so due to a local zoning issue in the particular area.

5. A dispute arose between the CHHIMS, IM and SRUN, on the one hand, and NAJM and GOLDEN STATE, on the other, as to the disclosure, or lack thereof, of known zoning issues in and about the REAL PROPERTY, resulting in the CHHIMS, IM and SRUN filing a complaint for fraud, negligent misrepresentation and other causes of action in the Superior Court of the State of California, County of Riverside, as case number RIC 462699 (hereinafter the "ACTION"). NAJM and GOLDEN STATE denied any responsibility in the ACTION.

6. The CHHIMS, IM and SRUN and NAJM and GOLDEN STATE, each recognizing the economic cost of litigation and the arbitrary and capricious nature thereof, and that the dispute between them should be amenable to settlement, desire to compromise all claims and liabilities of any nature, kind or character between them. It is the intent of the parties hereto in entering into the within AGREEMENT to fully and finally resolve and settle all present and past controversies, claims and causes of action or purported causes of action, differences and disputes, both real and potential, which may exist between the parties and their related individuals, firms, entities, subsidiaries and the like regarding all matters and disputes that exist between them whether or not addressed or described in these Recitals. The within AGREEMENT shall never be treated as an admission of liability by any of the parties for any purpose except as expressly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Agreement

A. CONSIDERATIONS: The considerations between the parties for the compromise, settlement and release of all claims and liabilities of any nature, kind and character between them, shall be the following:

1. Conveyance of additional land: NAJM shall convey to SRUN, CHHIM and IM, as Tenants in Common, additional real property described as follows:

"Real Property in the City of Riverside, State of California, described as follows:

Parcel 1: (APN 242-190-14)

The West 330.00 feet of the South 30.00 feet of the Northeast quarter of the Southeast Quarter of Section 14, Township 3 South, Range 5 West, in the County of Riverside, State of California, San Bernardino Meridian, according to the official plat thereof.

Parcel 2: (APNS 242-190-15, 16, 17, 24, 25, 26 and 27)

Lots 65, 66, 67, 82, 83, 84 and 92, as shown on record of survey map filed in Book 123, Page 51, of Record of Surveys, in the office of the County Recorder of Riverside County, California."

Said conveyance shall be by grant deed in fee simple, in the form attached hereto as Exhibit "A", and free and clear of any encumbrances, and title insurable by a title company of the choice of SRUN, CHHIM and IM. The purpose of the conveyance of additional land is to provide SRUN, CHHIM, and IM enough land to comply with the City of Riverside's minimum parcel size for development in order to develop the REAL PROPERTY as intended and described in the Recitals above.

2. Cancellation of ORIGINAL NOTES: ORIGINAL NOTE's 1, 2 and 3 are deemed cancelled with no further obligation owed by the CHHIMS, IM and/or SRUN to NAJM thereunder. The ORIGINAL NOTE's are to be returned to the CHHIMS, IM and SRUN marked "CANCELLED" and the ORIGINAL TD 1, 2 and 3 are to be reconveyed by NAJM.
3. Dismissal of ACTION: Upon the parties executing the necessary documents hereunder, i.e. this AGREEMENT, and Grant Deed referred to in paragraph A.1. above, and return of the ORIGINAL NOTES and reconveyance of ORIGINAL TDs as required by paragraph 2 above, the CHHIMS, IM and SRUN shall dismiss the ACTION, with prejudice.
4. Return of Funds: NAJM has been holding checks received from the CHHIMS, IM and SRUN, payments under ORIGINAL NOTES 1, 2 and 3. NAJM shall return said checks uncashed.

B. MUTUAL RELEASE: Specifically excluding the required performance of the parties hereunder, the parties hereto do hereby fully release and discharge each other and the other's agents, representatives, attorneys, principals, partners, predecessors, successors, children, heirs, beneficiaries, assigns, and each of them, from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, and causes of action, which any of them may now have, or may hereafter have in conjunction with any matters and/or disputes which may exist between them from the beginning of time until the effective date hereof including, but not limited to, claims and disputes arising out of the ACTION as well as any other matters or disputes which might exist between them. The within AGREEMENT shall never be treated as an admission of liability by any of the parties for any purpose except as expressly set forth herein.

C. INTENTION: Except as may be otherwise provided for herein, it is the intention of the parties hereto, by way of Paragraph B of this AGREEMENT, that the same shall be effective as a bar to each and every claim, demand and cause of action embraced thereby from the beginning of time through and including the effective date hereof, and in the furtherance of this contention, all parties hereby expressly waive any and all rights and benefits conferred upon any of the parties to this AGREEMENT by the provisions of Section 1542 of the Civil Code of the State of California, or by any similar provision of any other state, federal or local statute, code or ordinance, or law, and each expressly consents that the releases in this AGREEMENT shall be given full force and effect according to each and all of the within express terms and provisions, including, as well, those relating to unknown or unsuspected claims, demands and causes of action, if any, concerning the matters in dispute as referenced herein, and those relating to any other claims, demands or causes of action herein above specified. Section 1542 of the Civil Code of the State of California, which is hereby waived, reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING A RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

D. REPRESENTATIONS: The parties hereto recognize that it is their intent in entering into this AGREEMENT to resolve all disputes and controversies involving the parties to the extent specified elsewhere in the within AGREEMENT. Accordingly, the parties warrant and represent to each other as follows:

1. Neither of the parties, their respective agents, employees, nor any entity in which either is an owner, which is controlled by them, or in which they have any interest, have any intention of asserting any claims or filing any lawsuits against the other or any third party described as being released under Paragraph B arising out of events

or circumstances associated with the matters in dispute among themselves on or before the effective date hereof unless specifically allowed herein.

2. Neither of the parties have assigned to any person, firm or entity, any right, title or interest in or to any claim or cause of action which may presently exist or may have existed in the past, or which may exist in the future against the other or any third party described as being released under Paragraph B, which relate to claims, demands or causes of action which are being released pursuant to Paragraph B hereof.
3. Each of the parties hereto has consulted independent legal counsel of its/his/her own choosing relative to the subject matter of the within AGREEMENT, and neither is relying on any advice or statements of counsel for the other party hereto in entering into this AGREEMENT.
4. The CHHIMS, IM and SRUN on the one hand and NAJM and GOLDEN STATE on the other represent and warrant that (i) they are duly authorized to execute, deliver and perform this AGREEMENT, (ii) they have duly executed this AGREEMENT, and (iii) this AGREEMENT is a valid and binding AGREEMENT and is fully enforceable against each other according to the terms of the AGREEMENT.
5. Each of the Parties represents and warrants to the other Parties that he/she/they/ it is/are the sole and lawful owner of all right, title and interest in and to every claim released herein, and that it has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity, any of the released claims. Each of the Parties shall indemnify the others, the CHHIMS, IM and SRUN on the one hand, and NAJM and GOLDEN STATE on the other, shall defend each of them, and shall hold each of them harmless from and against any claims based upon or arising in connection with any such prior assignment, transfer, lien, and/or right, or any such purported assignment, transfer, lien, and/or right.

E. INDEMNIFICATION OF THE CHHIMS, IM AND SRUN BY NAJM and GOLDEN STATE: NAJM and GOLDEN STATE do hereby agree to indemnify the CHHIMS, IM and SRUN, and to save and hold the CHHIMS, IM and SRUN harmless from and against "damages," (which term shall mean actual cash expenditures arising out of, resulting from, or related to any damage, liability, loss, cost or deficiency, including, but not limited to reasonable attorney's fees and other costs and expenses incident to proceedings or investigations of the defense of any claim) incurred by the CHHIMS, IM and SRUN arising out of, resulting from, or relating to:

1. Any inaccuracy in any representation or the breach of any warranty by the NAJM and/or GOLDEN STATE under this AGREEMENT; and
2. Any failure of the NAJM and/or GOLDEN STATE to duly perform and observe any term, provision, covenant or agreement to be performed or observed by the NAJM and/or GOLDEN STATE pursuant to this AGREEMENT.

F. INDEMNIFICATION OF NAJM and GOLDEN STATE BY THE CHHIMS, IM AND SRUN: CHHIMS hereby agree to indemnify NAJM and GOLDEN STATE, and to save and hold NAJM and/or GOLDEN STATE harmless from and against "damages," (which term shall mean actual cash expenditures arising out of, resulting from, or related to any damage, liability, loss, cost or deficiency, including, but not limited to reasonable attorney's fees and other costs and expenses incident to proceedings or investigations of the defense of any claim) incurred by NAJM and/or GOLDEN STATE arising out of, resulting from, or relating to:

1. Any inaccuracy in any representation or the breach of any warranty by the CHHIMS, IM and/or SRUN under this AGREEMENT; and

2. Any failure of the CHHIMS, IM and/or SRUN to duly perform and observe any term, provision, covenant or agreement to be performed or observed by the CHHIMS, IM and/or SRUN pursuant to this AGREEMENT.

G. NON-ADMISSION: It is acknowledged that the within settlement compromises, among other things, disputed claims between the CHHIMS, IM and/or SRUN on the one hand and NAJM and GOLDEN STATE on the other and that payment by NAJM, and the receipt thereof by the CHHIMS, IM and SRUN shall not be construed as an admission of liability on the part of any party released hereby.

H. COVENANT NOT TO SUE: Except for a breach of this AGREEMENT or as otherwise may be allowed hereunder, neither party shall bring or continue any legal action against the other claims arising at any time prior to the effective date hereof.

I. ATTORNEY FEES: In any action brought to enforce any of the provisions of this AGREEMENT, the prevailing party to such litigation is entitled to recover costs and reasonable attorney fees.

J. GOVERNING LAW: The parties hereto agree that it is their intention and covenant that this AGREEMENT and the performance hereunder, and all suits and special proceedings hereunder, be construed in accordance with, under and pursuant to the laws of the State of California, and that any action, special proceeding or other proceeding that may be brought arising out of, in connection with or by reason of this AGREEMENT, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum.

K. ENTIRE AGREEMENT: This writing contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this AGREEMENT or any representation inducing the execution and delivery hereof, except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that it, he or she has relied on its, his or her own judgment in entering into this AGREEMENT.

L. WAIVER - TERMS: The waiver of either party of any breach or any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or as a waiver of any subsequent breach of the same or other term, covenant or condition herein contained.

M. WAIVER - MODIFICATION: It is further agreed that no waiver or modification of this AGREEMENT or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this AGREEMENT, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this paragraph may not be waived except as herein set forth.

N. FURTHER DOCUMENTS: Each party agrees to execute such further documents that may be reasonably requested or which may be necessary to facilitate the carrying out of the terms hereof.

O. INUREMENT: This AGREEMENT shall bind and inure to the benefit of the heirs, executors, administrators, successors in interest and assigns of the parties hereto.

P. EXECUTION ON DIFFERENT COPIES: The within AGREEMENT may be executed by the various parties on as many copies of the within AGREEMENT as may be necessary so long as the CHHIMS, IM and SRUN have in their possession copies of the within AGREEMENT which have the original signatures of NAJM and GOLDEN STATE, and NAJM and GOLDEN STATE each have in their possession copies of the within AGREEMENT having the original signatures of the CHHIMS, IM and SRUN, and all of such copies taken together shall be one and the same AGREEMENT.

Q. EFFECTIVE DATE: This AGREEMENT shall be effective as of the latest date specified opposite the signatures of the parties hereto.

R. SEVERANCE: If any provision of this AGREEMENT is held to be invalid by a Court of competent jurisdiction, such provisions shall be deemed to be severed and deleted and neither such provision, nor its severance and deletion shall affect the validity of the remaining provisions unless such deletion would materially affect the remainder of the AGREEMENT.

S. WILLING AND INFORMED EXECUTION: The parties each agree that it, he or she has been represented by counsel of their own choice who has fully explained all terms and conditions of this AGREEMENT. Each of the Parties further agree that it, he or she has carefully read this AGREEMENT, knows the content thereof, and signs the AGREEMENT of its, his or her own free will. This AGREEMENT shall not be deemed drafted by one party as opposed to the other, but equally negotiated and drafted.

Execution by CHHIMS

Dated: September __, 2007



Sothy Chhim

Dated: September __, 2007



Sotha Chhim

Execution by IM

Dated: September __, 2007



Janet Im

Execution by SRUN

Dated: September __, 2007



Cindy Srun

[Signatures continue on the next page.]

Execution by NAJM

Dated: ~~September 1, 2007~~ ^{April 1, 2008}

Dated: September __, 2007

Dated: ~~September 1, 2007~~ ^{April 1, 2008}

Renee Najm
Renee Najm

[Signature]
Elie Najm

[Signature]
George Najm

Execution by GOLDEN STATE

Dated: ~~September 1, 2007~~ ^{APRIL 1, 2008}

GOLDEN STATE FINANCIAL INVESTMENTS dba Dreamworks Real Estate

By: ELIE NAJM

Its: [Signature]

Approved as to form:

Execution by Counsel for CHHIMS, IM and SRUN

Dated: September __, 2007

REYNOLDS, JENSEN & SWAN, LLP

By: Christopher G. Jensen, Attorneys for Sothy Chhim, Sotha Chhim, Janet Im and Cindy Srun

Execution by Counsel for NAJM and GOLDEN STATE

Dated: ~~September 2, 2007~~ ^{April 2, 2008}

LAW OFFICES OF MONA FARRAJ, a PLC

By: [Signature]
Mona S. Farraj, Attorneys for Renee Najm, Elie Najm, George Najm and Golden State Financial Investments, dba Dreamworks Real Estate



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
 PO BOX 2952
 SACRAMENTO CA 95812-2952
 Telephone: (916) 845-4350

SA69

Notice Date: 04/15/15

**THE ORIGINAL RELEASE HAS
 BEEN SENT TO THE COUNTY
 RECORDER. NO ACTION IS
 REQUIRED ON YOUR PART.**

CINDY M SRUN
 206 PANGBORN BLVD
 HAGERSTOWN MD 21740-5045

LIEN RELEASE NOTICE – LIEN RECORDED IN ERROR

The Franchise Tax Board (FTB) of the State of California hereby releases the lien, listed below, as recorded in error (California Revenue and Taxation Code Section 21019). FTB authorizes the undersigned to execute this release in its name.

Certificate Number : 12045684977
 Recorded Against : CINDY M SRUN

*Lien releases
 for the parcels
 liens recorded
 in error
 (3 releases)*

FTB Account Number :
 Social Security Number (s) :
 Corporate Number :
 FEIN :
 Recorded With : RIVERSIDE
 Lien Recorded : 03/07/2012
 Document No./Book No. : 2012-0104838
 Page :

FRANCHISE TAX BOARD
 of the State of California

DATED: 04/15/15

By: *Jozele G Brunett*
 Authorized facsimile signature

RELEASE WITHOUT FEE. RECORDED IN ERROR (GOVERNMENT CODE 27361.3).



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
 PO BOX 2952
 SACRAMENTO CA 95812-2952
 Telephone: (916) 845-4350

SA69

Notice Date: 04/15/15

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CINDY M SRUN
 206 PANGBORN BLVD
 HAGERSTOWN MD 21740-5045

LIEN RELEASE NOTICE – LIEN RECORDED IN ERROR

The Franchise Tax Board (FTB) of the State of California hereby releases the lien, listed below, as recorded in error (California Revenue and Taxation Code Section 21019). FTB authorizes the undersigned to execute this release in its name.

Certificate Number	: 09328325316
Recorded Against	: CINDY M SRUN
	:
	:
	:
	:
FTB Account Number	:
Social Security Number (s)	:
Corporate Number	:
FEIN	:
Recorded With	: RIVERSIDE
Lien Recorded	: 12/08/2009
Document No./Book No.	: 2009-0631042
Page	:

FRANCHISE TAX BOARD
 of the State of California

DATED: 04/15/15

By: 
 Authorized facsimile signature

RELEASE WITHOUT FEE. RECORDED IN ERROR (GOVERNMENT CODE 27361.3).



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
 PO BOX 2952
 SACRAMENTO CA 95812-2952
 Telephone: (916) 845-4350

SA69

Notice Date: 04/15/15

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CINDY M SRUN
 206 PANGBORN BLVD
 HAGERSTOWN MD 21740-5045

LIEN RELEASE NOTICE – LIEN RECORDED IN ERROR

The Franchise Tax Board (FTB) of the State of California hereby releases the lien, listed below, as recorded in error (California Revenue and Taxation Code Section 21019). FTB authorizes the undersigned to execute this release in its name.

Certificate Number : 09167339088
 Recorded Against : CINDY M SRUN
 :
 :
 :
 :

FTB Account Number :
 Social Security Number (s) :
 Corporate Number :
 FEIN :
 Recorded With : RIVERSIDE
 Lien Recorded : 06/26/2009
 Document No./Book No. : 2009-0325698
 Page :

FRANCHISE TAX BOARD
 of the State of California

DATED: 04/15/15

By: *Jozele O Brunette*
 Authorized facsimile signature

RELEASE WITHOUT FEE. RECORDED IN ERROR (GOVERNMENT CODE 27361.3).