ESCROW NO.

881825-LG

TITLE ORDER NO.

9757528

APN NO'S.

577-420-045

Exhibit "C"

CONSTRUCTION CLAUSE

(to be recorded with Deed of Trust)

Construction Clause. It is understood and agreed that the funds to be advanced upon the note hereinbefore described are to be used in accordance with the certain arrangements between Trustor and Beneficiary which are incorporated herein by reference to the same extent and effect as if fully set forth and made part of this Deed of Trust. This Deed of Trust secures payment of all sums and the performance of all covenants required of the Trustor in the Construction of said improvements. On the failure of Trustor to keep and perform all covenants, conditions and agreements the principal sum and all interest and other charges provided for herein and secured hereby shall, at the option of the Beneficiary of this Deed of Trust, become due and payable, anything herein contained to the contrary notwithstanding. This Deed of Trust constitutes in part a Deed of Trust to secure future advances, Beneficiary being obligated under the terms of such certain arrangements between Trustor and Beneficiary to make advances to Trustor upon Trustor's compliance with all the terms and provisions of such certain arrangements between Trustor and Beneficiary and this Deed of Trust.

At the Option of the Beneficiary. In the Event of Default any and all funds remaining in the Construction Control Account are to be immediately returned to the Beneficiary.

PANELOG BUILDING SYSTEMS, INC., BO	orrower	
	1	
	1	
Bý:	By:	•
William Scott Blakeslee Construction Disbursement Group, LLC	David J. Da Silva Construction Disburse	ement Group, I.I.C.

ESCROW NO.

881825LG

TITLE ORDER NO.

9757528

APN NO'S.

577-420-045

EXHIBIT "D"

DESCRIPTION OF REQUIRED INSURANCE

- 1. During construction of the Improvements, Borrower shall maintain or cause to be maintained the following insurance coverage's: (i) builder's "all risk" insurance in an amount not less then the completed value of the Project on the replacement cost basis on an "all risk" basis, including materials in storage and while in transit, and in no event less than the outstanding balance due upon the loan: (ii) commercial general liability insurance on an "occurrence" basis against claims for "personal injury", including death, bodily injury, or property damage liability, and in an amount not less than \$1,000,000.00: (iii) worker's compensation and employer's liability insurance: (iv) unless Borrower establishes to Lender's satisfaction that the property is not located in a flood zone, flood insurance: and (v) such additional insurance as may be reasonably required by Lender from time to time.
- 2. After the Project is Completed, the Borrower shall maintain or cause to be maintained the following insurance coverage's: (i) property insurance on an "all risks" cost basis: (ii) commercial general liability insurance on an "occurrence" basis against claims for "personal injury" liability, including death, bodily injury, or property damage liability, and in an amount not less than \$1,000,000.00: (iii) worker's compensation and employer's liability insurance: (iv) unless Borrower establishes to Lender's satisfaction that the property is not located within a flood zone, flood insurance: and (v) such additional insurance as may be reasonably required by Lender from time to time.

By:

PANELOG BUILDING SYSTEMS, INC., Borrower

When Recorded Mail To: PACIFIC WEST SYNDICATION GROUP, INC. 4540 Campus Drive, Suite 100 Newport Beach, CA 92660

Escrow No.

881825-LG Title Order No. 9757528

APN No.: 577-420-045

Exhibit "E" SPECIFIC GUARANTY

Dated this 15th day of APRIL, 2004, FOR GOOD AND VALUABLE CONSIDERATION, and as an inducement for Pacific West Syndication Group, Inc, D.B.A., Pacific West Mortgage to extend credit to PANELOG BUILDING SYSTEMS, INC., the undersigned jointly and severally and unconditionally guarantee(s) to Lender the prompt and full payment of the following debt owed to Lender from Borrower, as follows:

FOR A CONSTRUCTION LOAN ON 0 INDIAN PAINT BRUSH ROAD (Vacant Land), ANZA, CALIFORNIA 92539 The land referred to in this loan is situated in of the County of RIVERSIDE, California. SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

TO BE MORE SPECIFIC:

The loan created in Escrow with FIDELITY NATIONAL TITLE COMPANY, Escrow No. 881825-LG of even date herewith. The loan amount is for TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) and is due in full on APRIL 15, 2005.

And the undersigned agrees to remain bound on this guaranty notwithstanding any extension, forbearance or waiver, or release, discharge or substitution of any collateral or security for the debt. In the event of default, the Lender may seek payment directly from the undersigned without need to proceed first against borrower.

THIS GUARANTY shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives. IN WITNESS WHEREOF, We have hereunto set our hands this 15th, day of APRIL, 2004. DENNIS CALKINS, an Individual STATE OF CALIFORNIA)) SS. COUNTY OF ORANGE) , 2004 personally appeared day of 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 on behalf of which the person(s) acted, executed the instrument. Witness my hand and official seal. Notary Public

RECORDING REQUESTED BY:

When Recorded Mail To: PACIFIC WEST SYNDICATION GROUP, INC. 4540 Campus Drive, Suite 100 Newport Beach, CA 92660

Escrow No. 881825-LG Title Order No. 9757528

APN No.: 577-420-045

Exhibit "F"

ASSIGNMENT OF PERMITS, LICENSES, VARIANCES, APPROVALS, PLANS AND SPECIFICATIONS

THIS ASSIGNMENT OF PERMITS, LICENSES, VARIANCES, APPROVALS, PLANS AND SPECIFICATIONS (this "Assignment") is made this 15th day of APRIL 2004, by and between PANELOG BUILDING SYSTEMS, INC.. ("Borrower") (together, "assignors") and Pacific West Syndication Group, Inc., D.B.A., Pacific West Mortgage, and or it's assigns (", assignee").

In consideration of the mutual covenants and promises set forth herein, including Assignee's loan to Borrower of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) pursuant to a Construction Loan dated same and evidenced by a Secured Promissory Note and Deed of Trust, and in order to further secure the loan granted, Assignors hereby assign and transfer to Assignee, its successors and assigns, all of Assignors' rights in, to, and under (i) all permits, licenses, variances, and approvals (including, without limitation, all grading, building, encroachment, and street and sidewalk closure permits, whether revocable or irrevocable) and all modifications, extensions, and renewals thereof, heretofore, and hereafter issued to Assignors from time to time with respect to real property located in the County of RIVERSIDE, CALIFORNIA, which is legally described from time to time in the "Loan Documents" (as that term is defined in the Loan Agreement) and (ii) the original sets of preliminary and final "Plans" for such real property and the preliminary and final "Specifications" therefore, together with all revisions hereafter made. A true and correct copy of the Plans and Specifications has been deposited with Assignee and within 10 days of the preparation of any revisions, a copy of each revision shall be deposited with the Assignee.

With respect to this Assignment, Assignor(s) hereby represent, warrant, and covenant to Assignee as follows:

1. This Assignment is made as additional security for all of the obligations of Assignor(s) incurred and to be incurred under the Notes, Trust Deed, or any of the other Loan Documents. Assignor(s) expressly acknowledge that this Assignment secures each and every Promissory Note delivered pursuant to the Loan Agreement and each and every obligation of Borrower in the Loan Agreement, and not merely the individual Promissory Note delivered in connection with any "Sub Facility" established under the loan Agreement in respect of any "Development Phase", thereunder. Until an "Event of Default" (as defined therein) by Assignors under the Loan Documents, Assignors shall have the right to enjoy and exercise all rights, remedies, benefits and privileges under all of the permits, licenses, variances, approvals, and benefits hereby assigned.

D

- 2. Upon the occurrence of an Event of Default by Assignors under any of the Notes, the Loan Agreement, or any of the other Loan Documents, or any default by Assignors or any other party signatory thereto under any other document or instrument evidencing, securing, or pertaining to the Loan Documents, Assignee shall have the right, at any time and from time to time, to exercise all of the rights, remedies and privileges under all of the permits, licenses, approvals, variances, benefits, and other matters of Assignors assigned hereby.
- 3. Assignors hereby irrevocably constitute, designate, and appoint Assignee as Assignor's true and lawful attorney-in-fact with full power of substitution and authority to undertake and exercise any rights, benefits, privileges or remedies of Assignors under any and all of such permits, licenses, variances and approvals or as may be provided or permitted by law in regard to the rights, remedies, privileges and benefits of Assignors there under.
- 4. Upon the satisfaction and discharge of all of the obligations of Assignors under each of the Notes, the Loan Agreement, and the other Loan Documents, this Assignment shall be of no further force or effect.
- 5. Any defaults by Assignors hereunder or under any of the permits, licenses, variances, and approvals hereby, termination or modification thereof, by the County of RIVERSIDE, City of ANZA, CALIFORNIA, or other governing municipality of governmental or quasi-government authority, or a court of competent jurisdiction, which occurrence may have, in Assignee's sole judgment reasonably exercised, a material Event of Default under the Loan Documents provided that such action is a final action not the subject any appeal or stay.
- 6. Any notice required or desired to be given hereunder shall be deemed to have been properly given if sent by registered or certified mail addressed to the following addresses:

ASSIGNORS:

PANELOG BUILDING SYSTEMS, INC.

43694 CALABRO STREET TEMECULA, CA 92592

ASSIGNEE:

Pacific West Mortgage

4540 Campus Drive, Suite 100 Newport Beach, CA 92660

Either party hereto may from time to time designate another address for future notices by a notice given as herein provided.

- 7. This Assignment shall be construed in accordance with and governed by the laws of the State of California without regard to its principles of conflicts of laws.
- 8. This assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 9. This Assignment is construed in conjunction with the Note, the Loan Agreement, and each of the other Loan Documents, and in the event of a conflict between a term or provision of this Assignment and such other documents, the term or provision which affords Assignee the greater protection shall prevail.

Page 2 of 3

- 10. The invalidity or unenforceability of any one or more provisions of this Assignment, will not affect any other provisions hereto and the balance of this Assignments shall remain in full force and effect.
- 11. All of the representations, warranties, covenants and agreements and provisions in the Assignment for the benefit of Assignee shall bind and inure to the benefit of its successors and assigns.
- 12. Time is of the essence in the performance of this Assignment.
- 13. Upon request of the Assignee, Assignors shall execute and deliver to Assignee such further instruments, as Assignee may deem necessary, to effect this Assignment and the covenants of Assignors herein.
- 14. Assignors shall cause such further insturments to be recorded in such manner and such place as is required by Assignee.

IN WITNESS WHEREOF, Assignors have executed this Assignment as of the date and year first hereinabove set forth.

By: <i></i>	/4/					
PANEL	OG BUILDI	NG SYSTEMS, INC.,	Borrow	er		
						. *
On this	day of	, 2004, before me	:		,	personally
appeared			:	personal	lly known to me	-or- proved
to me on the	basis of satis	factory evidence to be the	e person(s)	whose name(s)	is/are subscribe	d to the within
instrument and	d acknowledge	d to me that he/she/they exe	ecuted the s	same in his/her/t	heir authorized ca	apacity(ies), and
	_	(s) on the instrument the pe				* * * * * * * * * * * * * * * * * * * *
executed the in	_	.,		•		• ()
Witness my ha	and and official	seal.				
•			r			
Notary	Public					

When Recorded Mail To:	
PACIFIC WEST SYNDICATION GROUP, INC.	
4540 Campus Drive, Suite 100	
Newport Beach, CA 92660	
Escrow No. 881825-LG	
Title Order No. 9757528	· .
11ac Oldel 1(d. 9/3/326	} . [,
APN No's: 577-420-045	
Exhib	it ['] "G"
AFFIDAVIT OF BUSINESS P	URPOSE AND AGREEMENT
The undersigned, PANELOG BUILDING SYS' under oath as follows:	TEMS, INC., having first duly sworn, hereby states
1 The 1 (67 22) ' /1 ' ' 1	i l
DOLLARS (\$200,000.00) made by Pacific West ("Lender"), to the undersigned, is for the sole purpose "A" attached hereto; and	ncipal amount of TWO HUNDRED THOUSAND Syndication Group, Inc., a Nevada Corporation e of developing the real property described in exhibit
2. The undergioned intends to use the process	de of the Team for investment, commencial or bestimes.
purposes only and not for any consumer or personal pu	ds of the Loan for investment, commercial or business arpose.
3. The undersigned are hereby being advis review all documents related to this loan.	ed by Lender that they should have Legal Counsel
4. The undersigned acknowledges that the I paragraph 1, 2, and 3 above and agrees to indemni including Lender's attorney's fees, resulting from any	Lender is relying upon the affirmations contained in ify Lender from any such loss, damage or liability, such affirmations being untrue in any respect.
EXECUTED this / day of fact	, 2004.
By:///	
PANELOG BUILDING SYSTEMS, INC.	
STATE OF CALIFORNIA)	
) SS. COUNTY OF ORANGE)	
occivit of orange)	
On this day of , 2004, before me	
On this day of, 2004, before me personally appeared	[] personally known to me -or-
[] proved to me on the basis of satisfactory evidence to the within instrument and acknowledged to me authorized capacity(ies), and that by his/her/their sign on behalf of which the person(s) acted, executed the in	that he/she/they executed the same in his/her/their nature(s) on the instrument the person(s) or the entity
on contain of which the person(s) acted, executed the in	suundit.
Witness my hand and official seal.	
•	
Notary Public	

When Recorded Mail To: PACIFIC WEST SYNDICATION GROUP, INC. 4540 Campus Drive, Suite 100 Newport Beach, CA 92660

Escrow No. 881825-LG Title Order No. 9757528

APN: 577-420-045

Exhibit "I" ENVIRONMENTAL INDEMNITY

This Environmental Indemnity (this "Indemnity") is entered into as of APRIL 15, 2004, by PANELOG BUILDING SYSTEMS, INC., a California Corporation personally (referred to as "Indemnitor"), to and for the benefit of Pacific West Syndication Group, Inc., a Nevada Corporation, D.B.A., Pacific West Mortgage ("Lender"), and each of its successors, assigns, and participants, and its and their respective parent, subsidiary, and affiliated corporations, and the respective directors, officers, agents, attorneys, and employees of each of the foregoing (each of which shall be referred to hereinafter individually as an "Indemnitee" and collectively as the "Indemnitees") with reference to the following facts and circumstances.

RECITALS:

- A. Lender(s) has agreed to make a loan in the maximum principal amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) (the "Loan") to PANELOG BUILDING SYSTEMS, INC., ("Borrower") pursuant to Loan agreement of even date herewith executed by Borrower and Lender (the "Loan Agreement"), which loan is to be secured by, among other things, that certain Deed of Trust of even date herewith executed by Borrower, as Trustor, in favor of Lender, as Beneficiary (the "Deed of Trust"), which Deed of Trust encumbers the real property described on Exhibit A attached hereto (the "Property"), and the improvements constructed or to be constructed thereon.
- B. It is a condition of Lender making the Loan that this Indemnity be executed and delivered to Indemnitor. Lender is making this Loan in reliance upon this Indemnity.
 - C. Indemnitor will benefit from the making of the Loan by Lender.
- D. Any initially capitalized term used herein which is not defined herein shall have the meaning given such term in the Loan Agreement unless the context requires otherwise.

NOW, THEREFORE, in consideration of the foregoing and the Lender making the Loan, and other valuable consideration, the receipt of which is hereby acknowledged, Indemnitor agrees as follows:

1. Definitions. As used in this Indemnity, the following terms shall have the following meanings:

"Environmental Laws" means any and all present and future federal, state, and local laws, ordinances, regulations, permits, guidance documents, policies, and any other requirements of Governmental Authorities relating to health, safety, or the environment of any Hazardous Substances or Hazardous Substances Activity, including, without limitation, the Comprehensive Environmental Response, Compensation, and liability Act of 1980 ("CERCLA"), the Resource Conservation Recovery Act ("RCRA"), the Clean Water Act, the Endangered Species Act, the Clean Air Act, the Occupational Health and Safety Act, and the applicable provisions of Nevada Revised Statutes Annotated as amended from time to time.



"Environmental Losses" means Losses suffered or incurred by and Indemnitee, arising out of or as a result of: (i) any Hazardous Substances Activity that occurs or is alleged to have occurred in whole or in part on or prior to the Transfer Date; (ii) any violation on or prior to the Transfer Date of any applicable Environmental Laws relating to the Property or the Project or to the ownership, use, occupancy, or operation thereof; (iii) any investigation, inquiry, order, hearing, action, or other proceedings by or before any governmental agency in connection with any Hazardous Substances Activity that occurs or is alleged to have occurred in whole or in part on or prior to the Transfer Date; or (iv) any claim, demand, or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee, which directly or indirectly relates to, arise's from, or is based on any of the matters described in clauses (i), (ii), or (iii), or any allegations of any such matters. Environmental Loses shall include Losses suffered or incurred by an Indemnified Party after the Transfer Date that would not have been incurred or suffered but for any matter described in clause (i), (ii), or (iii) or any allegation of any such matters, including, without limitation, Environmental Losses incurred by any Indemnitee arising out of or as a result of the introduction or release of a Hazardous Substance which is discovered or released at the Property prior to the Transfer Date, or the continuing migration or release of any Hazardous Substance introduced in, on or under the Property or surrounding property prior to the Transfer Date.

"Hazardous Substance" means (i) any chemical, compound, material, mixture, or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "acutely hazardous waste," "radioactive waste," "infectious waste," "biohazardous waste," "toxic substance," "pollutant," "toxic pollutant," or "contaminant," as well as the formulation not mentioned herein intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "EP toxicity, or "TCLP toxicity"; (ii) petroleum, natural gas, natural gas liquids, liquefied natural gas synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters and other waste associated with the exploration, development, or the production of crude oil, natural gas, or geothermal resources; (iii) "highly hazardous substance" as defined in NRS 459.381, as amended from time to time; (iv) "hazardous waste" as defined in NRS 459.430, as amended from time to time; (v) asbestos in any form; (vi) urea formaldehyde foam insulation; (vii) polychlorinated biphenyls (PCBs); (viii) any other chemical, material, or substance that, because of its quantity, concentration, or physical or chemical characteristics, exposure to which is limited or regulated for health and safety reasons by any Governmental Authority, or which poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment.

"Hazardous Substance Activity" means any actual, proposed, or threatened use, storage, holding, existence, release (including any spilling, leaking, pumping, pouring, emitting, emptying, dumping, disposing into the environment, and the continuing migration into or through the soil, surface water, or groundwater), emission, discharge, generation, processing, abatement, removal, disposition, handling, or transportation to or from the Property of any Hazardous Substances from, under, in, into, or on the Project or surrounding property, including, without limitation, the movement or migration of any Hazardous Substance from surrounding property or groundwater in, into or onto the Project and any residual Hazardous Substance contamination on or under the Project.

"Losses" means any and all losses, liabilities, damages (whether actual, consequential, punitive, or otherwise denominated), demands, claims, actions, judgments, causes of action, assessments, penalties, costs, and expenses (including, without limitation, reasonably Attorney fees and disbursements), of any and every kind of character, foreseeable and unforeseeable, liquidated and contingent, proximate and remote, including, without limitation, any of the foregoing caused by the negligence of any Indemnified Party.



"Transfer Date" means the date on which Lender (or its affiliate) acquires fee title to the Property, the Project, or any portion thereof pursuant to power of sale or judicial foreclosure of the lien of the Deed of Trust, or by receipt of a deed in lieu of such foreclosure, and all redemption rights which borrower may have expired, so long as a period of ninety-one (91) days have elapsed since the date on which fee title vests in Lender (or its affiliate) and during such period no bankruptcy or other insolvency proceeding is filed by or against Borrower. If Borrower should remain in possession of the Project after the Transfer Date, if borrower should engage in any Hazardous Substance Activity on or at the Project after the Transfer Date, the Transfer Date shall be deemed to be the date after which Borrower is no longer in possession of the Project and has ceased to engage in any Hazardous Substance Activity on or at the Project.

- 2. Agreement to Indemnify. Indemnitor hereby agrees to indemnify, defend, and hold harmless Indemnitees, and each of them, from and against any and all Environmental Losses.
- 3. Defense of Matters Subject to Indemnity.
- a. Generally. If any Indemnified Party notifies Indemnitor of any claim or notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in paragraph 2 applies, Indemnitor shall assume on behalf of the Indemnified Party and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by the Indemnified Party.
- b. Effect of Indemnitor's Failure to Assume Defense. If any claim, action, proceeding, or investigation arises as to which the indemnity provided for in Paragraph 2 applies, and Indemnitor fails to assume promptly(and in any event within ten (10) days after being notified of the claim, action, proceeding, or investigation) the defense of the Indemnified Party, then the Indemnified Party may contest and settle the claim, action, proceeding, or investigation at Indemnitor's expense using counsel selected by the Indemnified Party; provided however, that after any such failure by Indemnitor no such contest need be made by the Indemnified Party and settlement or full payment of any claim may be made by the Indemnified Party without Indemnitor's consent and without releasing Indemnitor from any obligations to the Indemnified Party under Paragraph 2.
- 4. Indemnity Not Additional Security for Repayment of Loan. This Indemnity is given solely to protect Lender and the other Indemnitees against Environmental Losses, and not as additional security for, or as a means of repayment of, the Loan. The obligations of Indemnitor under this Indemnity are independent of, and shall not be measured or affected by (i) any amounts at any time owing under the Loan or the Note, or secured by Deed of Trust or any other security instrument, (ii) the sufficiency or insufficiency of any collateral (including, without limitation, the Project) given to Lender to secure repayment of the Loan, (iii) the consideration given by Lender or any other party in order to acquire the Property or the Project, or any portion thereof, (iv) the modification, expiration, or termination of the Deed of Trust or of any other document or instrument relating to the Loan, or (v) the discharge or repayment in full of the Loan (including, without limitation, by amounts paid or credit bid at a foreclosure sale or by discharge in connection with a deed in lieu of foreclosure).
- 5. Survival of Indemnitor's Obligations. Indemnitor's obligations hereunder shall survive the sale or other transfer of the Property or the Project by Borrower prior to foreclosure or other transfer of the Property. The right of each Indemnitee under this Indemnity shall be in addition to any other rights and remedies of such Indemnitee against Indemnitor under any other document or instrument now or hereafter executed by Indemnitor, or at law or inequity (including, without limitations, any right of reimbursement or contribution pursuant to CERCLA), and shall not in any way be deemed a waiver of any such rights. Indemnitor agrees that it shall have no right of contribution (including, without limitation, any right of contribution under CERCLA) or subrogation against any other person or entity, including, but not limited to, Borrower unless and until all obligations of Indemnitor have been satisfied.



- 6. Payments by Indemnitor Due on Demand. All obligations of Indemnitor hereunder shall be payable on demand, and any amount due and payable hereunder to any Indemnitee by Indemnitor which is not paid within thirty (30) days after written demand therefore from an Indemnitee with an explanation of the amounts demanded shall bear interest from the date of such demand at the Default Rate.
- 7. Payment by Indemnitor of Costs and Expenses. Indemnitor agrees to pay to each Indemnitee all cost and expenses (including, without limitation, each Indemnitee's reasonable attorney fees and disbursements) incurred by Indemnitee in connection with this Indemnity or the enforcement hereof. As used herein, the term "attorney fees" shall have the meaning given such term in the Loan Documents.
- 8. Successors and Assigns. This Indemnity shall be binding upon each Indemnitor, his/her heirs, representative, administrators, executors, successors, and assigns an shall inure to the benefit of and shall be enforceable by each Indemnitee, his, her or its successors, endorsees, and assigns (including, without limitation, any entity to which Lender assigns, sells, or participates all or a portion of its interest in the Loan).
- 9. Governing Law. This Indemnity shall be governed and construed in accordance with the laws of the State of California, without regard to its principles of conflicts of law.
- 10. Severability. Every provision of this Indemnity is intended to be severable. If any provision of this Indemnity or the application of any provision hereof to any party or circumstance is declared to be illegal, invalid, or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity shall not affect the balance of the terms and provisions hereof or the application of the provision in question to any other party or circumstance, all of which shall continue in full force and effect.
- 11. No waivers on Amendments Except in Writing. No failure or delay on the part of the Indemnitee to exercise any power, right, or privilege under this Indemnity shall impair any such power, right, or privilege, or be construed to be a waiver of any default or an acquiescence therein, nor shall any single or partial exercise of such power, right, or privilege preclude other or further exercise thereof or of any right, power, or privilege. No provision of this Indemnity may be changed, waived, discharged, or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.
- 12. Notices. All notices, request, and demands to be made hereunder to the parties hereto shall be in writing (at the addresses set forth below) and shall be given by any of the following means: (i) personal service; (ii) electronic communications, whether by telex, telegram, or telecopy (if confirmed in writing sent by registered or certified, first class mail, return receipt requested); or (iii) registered or certified, first class mail, return receipt requested. Such address may be changed by notice to the other parties given in the same manner as provided above. Any notice, demand, or request sent pursuant to either subsection (i) or (ii) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, and, if sent pursuant to subsection (iii) shall be deemed received three (3) days following deposit in the mail.

If to Lender:

PACIFIC WEST MORTGAGE 4540 Campus Drive, Suite 100 Newport Beach, CA 92660

If to Indemnitor:

PANELOG BUILDING SYSTEMS, INC.

43694 CALABRO STREET TEMECULA, CA 92592

- 13. Counterpart Execution. This indemnity may be executed in counterparts each of which shall be deemed an original and all of which shall constitute one and the same Indemnity with the same effect as if all parties had signed the same signature page. Any signature page of this Indemnity may be detached from any other counterpart of this Indemnity and reattached to any other counterpart of this Indemnity identical in form hereto but having attached to it one or more additional signature pages.
- 14. Captions. The captions or headings at the beginning of each Paragraph hereof are for the convenience of the parties and are not a part of this Indemnity.
- Obligations Joint and Several. If more than one person or entity constitutes Indemnitor,

each such person and entity constituting Indemnitor performance of all obligations of Indemnity hereunder.	shall be jointly and severally liable for the timely
IN WITNESS WHEREOF, Indemnitors have execute above.	d this Indemnity as of the day and year first written
Indemnitors:	
Personally BY: PANELOG BUILDING SYSTEMS, INC.	
STATE OF CALIFORNIA) (COUNTY OF ORANGE) (2004 before me	
On this day of, 2004, before me personally appeared [] proved to me on the basis of satisfactory evidence to the within instrument and acknowledged to me authorized capacity(ies), and that by his/her/their sign on behalf of which the person(s) acted, executed the in	that he/she/they executed the same in his/her/their nature(s) on the instrument the person(s) or the entity
Witness my hand and official seal.	
Notary Public	

Major Accounts Division

1300 Dove Street, Suite 310 • Newport Beach, CA 92660
(949) 622-4845 • FAX (949) 477-6813

PRELIMINARY REPORT

ORDER NO.: 9757528

ESCROW OFFICER: Laurie Gibbons TITLE OFFICER: David James

111011 - 0707020

THE OFFICER: David James

LOAN NO.:

TO: Fidelity National Title

4041 MacArthur Boulevard, Suite 490

Newport Beach, CA 92660

ATTN: Laurie Gibbons

YOUR REFERENCE .: 881825-LG

SHORT TERM RATE:

PROPERTY ADDRESS: vacant land, California

EFFECTIVE DATE: January 20, 2004, 07:30 A.M.

The form of Policy or Policies of title insurance contemplated by this report is:

American Land Title Association Loan Policy (10-17-92) with A.L.T.A. Form 1 Coverage

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

JOHN HIGNIGHT and SHIRLEY HIGNIGHT, husband and wife as JT as to an undiv. one-half int, and Johnny Hignight II and Teresa Hignight, husband and wife as JT, as to an undiv. one-half int. all as joint tenants

3. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF

\yh 01/26/2004

EXHIBIT "ONE"

PARCEL 1 TOGETHER WITH LOT A INCLUSIVE, OF PARCEL MAP NO. 22257 ON FILE IN BOOK 156 PAGES 38 AND 39 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Assessor's Parcel No: 577-420-045-4

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- Property taxes, which are a lien not yet due and payable, including any assessments 1. collected with taxes to be levied for the fiscal year 2004-2005.
- Property taxes, including any personal property taxes and any assessments collected 2. with taxes, for the fiscal year 2003-2004, Assessor's Parcel Number 577-420-045-4.

Code Area Number: 071-067

1st Installment:

2nd Installment:

\$211.48 DELINQUENT (Penalty - \$21.14)

\$211.48 OPEN

Land:

\$40,161.00

Improvements:

\$0.00

Exemption:

\$0.00

Personal Property:

\$0.00

Bill No .:

0256530

- The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3. 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.
- Water rights, claims or title to water, whether or not disclosed by the public records. 4.
- Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in 5. a document;

Granted to:

Anza Electric Cooperative, Inc., a Cooperative Corporation

Purpose:

public utilities

Recorded:

March 8, 1983, Instrument No. 42784, of Official Records

Affects:

Northerly 10 feet and the Westerly 6 feet of said land

Covenants, conditions and restrictions (deleting therefrom any restrictions indicating 6. any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in the document

Recorded:

May 17, 1984, Instrument No. 104649, of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

Provisions, herein recited, of the dedication statement on the 7.

Map of:

Tract No. 22257

Provisions:

Environmental Constraint Sheet affecting this map is on file in the Office of the Riverside County Surveyor in E.C.S. Book 17 Page

8. This company will require a statement of information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon. After review of the requested Statement(s) of Information the Company may have additional requirements before the issuance of any policy of title insurance.

Parties:

all parties

(Note: The statement of information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed statement of information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the statement of information is essential and will be kept strictly confidential to this file).

9. Any easements not disclosed by those public records which impart constructive notice as to matters affecting title to real property and which are not visible and apparent from an inspection of the surface of said land.

END OF ITEMS

- Note 1. If you are aware of any improvements whatsoever that have been recently completed, that are ongoing, or contemplated prior to closing, this office must be informed of these facts immediately so that your transaction is not delayed.
- Note 2. There are NO deeds affecting said land, recorded within six (6) months of the date of this report.
- Note 3. Section 12413.1, California Insurance Code became effective January 1, 1990. This legislation deals with the disbursement of funds deposited with any title entity acting in an escrow or subescrow capacity. The law requires that all funds be deposited and collected by the title entity's escrow and/or subescrow account prior to disbursement of any funds. Some methods of funding may subject funds to a holding period which must expire before any funds may be disbursed. In order to avoid any such delays, all fundings should be done through wire transfer, certified check or checks drawn on California financial institutions.
- Note 4. The charge where an order is cancelled after the issuance of the report of title, will be that amount which in the opinion of the Company is proper compensation for the services rendered or the purpose for which the report is used, but in no event shall said charge be less than the minimum amount required under Section 12404.1 of the Insurance Code of the State of California. If the report cannot be cancelled "no fee" pursuant to the provisions of said Insurance Code, then the minimum cancellation fee shall be that permitted by law.
- Note 5. California Revenue and Taxation Code Section 18668, effective January 1, 1991, requires that the buyer in all sales of California Real Estate, wherein the Seller shows an out of State Address, withhold 3-1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained.

Fidelity National Financial Group of Companies' Privacy Statement

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

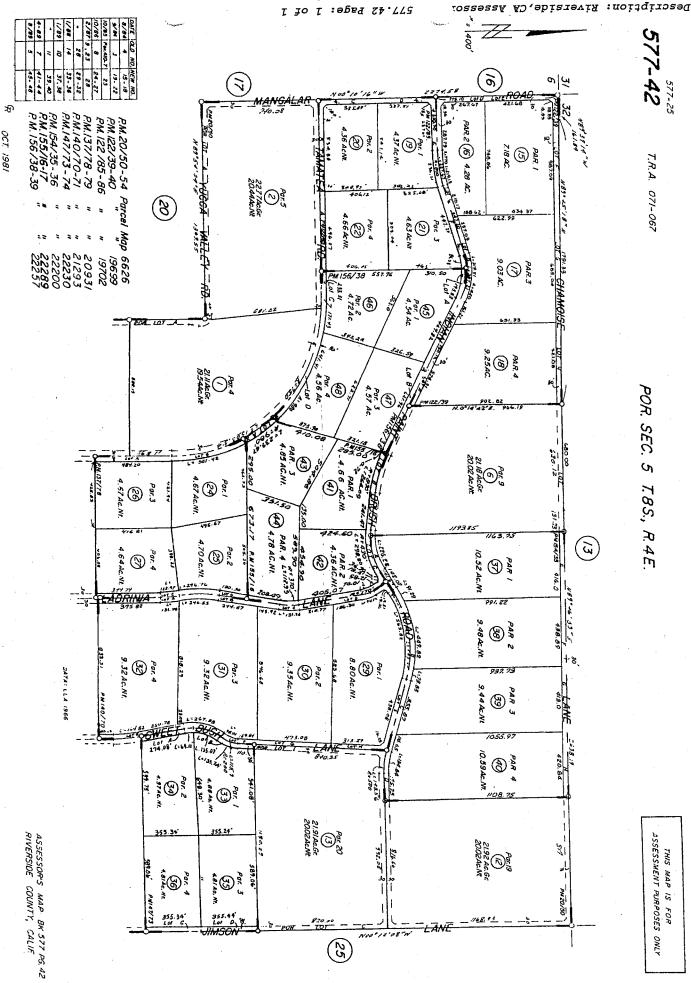
Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer Fidelity National Financial, Inc. 4050 Calle Real, Suite 220 Santa Barbara, CA 93110

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.



THIS MAP IS FOR ASSESSMENT PURPOSES ONLY

EXHIBIT A

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

ddition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and

enses resulting from: Sovernmental police power, and the existence or violation of any law or government regulation. This ncludes building and zoning ordinances and also laws and regulations concerning:

land use
 improvements on the land

land division

environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks. The right to take the land by condemning it, unless:

a notice of exercising the right appears in the public records on the Policy Date
 the taking happened prior to the Policy Date and is binding on you if you bought the land without

3. Title Risks:

that are created, allowed, or agreed to by you

• that are known to you, but not to us, on the Policy Date-unless they appeared in the public

. that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

SCHEDULE B **FXCEPTIONS**

iddition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses

Any rights, interests, or claims of parties in possession of the land not shown by the public records. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 3 of Covered Title Risks.

- 3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in item 12 of Covered Title Risks.

 4. Any water rights or claims or title to water in or under the land, whether or not shown by the public
- records.

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 EXCLUSIONS FROM COVERAGE

a following matters are expressly excluded from the coverage of this policy and the Company will not

e following matters are expressly excluded from the coverage of this policy and the Company will not / loss or damage, costs, attorneys' fees or expenses which arise by reason of:

(a) Any law, ordinance or governmental regulation (including butnot limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) the character, dimensions or location of any improvement now or hereafter erected of the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

Rights of enminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy.

at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy at trace of Folicy, but not excelling from coverage any taking which has occurred pri which would be binding on the rights of a purchaser for value without knowledge. Defects, liens, encumbrances, adverse claims, or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date insured claimant and not disclosed in writing to the compatible insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant;

(c) resulting in no loss or damage to the insured chairmant,
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Unenforceability or the inability or failure of any subsequent owner of the indebtedness, to comply with a Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with a paper of the properties of the properties of the lien of the insured mortgage, or claim thereof, which arises out of invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transportion and the properties are the properties of the properties o

invalidity or unaniorceadility of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by

this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

SCHEDULE B, PART I EXCEPTIONS FROM COVERAGE

is policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses), which arise by reason of:

PART'1

Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

the records of such agency or by the pount records.

Any facts, rights, interests or claims which are not shown by the public records but which could be accertained by an inspection of the land or which may be asserted by persons in possession thereof.

- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records
- Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
 Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
 (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXHIBIT A

(CONTINUED)

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92) WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE AND AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-92) WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE

following matters are expressly excluded from the coverage of this policy and the Company will not

folios or damage, costs, attorneys' fees or expenses which arise by reason of:
(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, (a) Any law, ordinance or governmental regulation (including but not limited to busing and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (iii) the character, dimensions or location of any improvement now or herafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any any parcel or which the land is or was a part; or (IV) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

violation affecting the land has been recorded in the public records at Date of Follows.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged

violation affecting the land has been recorded in the public records at Date of Policy.

Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy. which would be binding on the rights of a purchaser for value without knowledge.

Defacts, liens, encumbrances, adverse claims, or other matters:

(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the to) not known to the company, not recorded in the policy records at one of lone, but with the date insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid

value for the insured mortgage.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.

ephiceure uping upsities levys of the sactor if which are the in students, invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit

the transaction evidenced by the insuraged and is described in the protection or truth in lending law.

Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work services, labor or materials over the lien of the individual commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which individual control of the process of the indebtedness secured by the insured mortgage which manced in whole or in part by proceeds or the indeptedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

Any claim, which arises out of the transaction creating the interest of the mortgages insured by this

policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights

(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or

(ii) the subordination of the interest of the insured mortgagee as a result of the application of the

doctrine of equitable subordination; or (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer

except where the preferential transfer results from the failure:

(a) to timely record the instrument of transfer; or

(b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92) AND AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (10-17-92) EXCLUSIONS FROM COVERAGE

e following matters are expressly excluded from the coverage of this policy and the Company will not

loss or damage, costs, attorneys' fees or expenses which arise by reason of;

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws tal any law, cromence or governmental regulation (micround) gourno limited to believing laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter enjoyment of the land; (iii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcei of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. But not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

Defects, liens, encumbrances, adverse claims, or other matters:

(a) created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy, or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid
value for the estate or interest insured by this policy.
Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by
this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors'
rights laws, that is based on:
(i) the transaction creation the estate or interest insured in the content of the content of

rights laws, that is based on.

(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:

(a) to timely record the instrument of transfer; or

(b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above ALTA policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

his policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Taxes or assessments which are not shown as existing liens by the records of any taxing authority that taxes or assessments written as not shown as existing liets by the politic records. Proceedings by a public agency which may result in taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by

within may result in takes or assessments, or notices or such proceedings, whether or not shown by the records of such agency or by the public records. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records

 Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
 Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
 (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under state that the state of the sta (a), (b) or (c) are shown by the public records.

EXHIBIT A

(CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (6-2-98) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-17-98) **EXCLUSIONS**

addition to the Exceptions in Schedule 8, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

- building
- zoning
- Land use improvements on Land
- Land division
- environmental protection
- r. environmental projection is Exclusion does not apply to violations or the enforcement of these matters if notice of the violation enforcement appears in the Public Records at the Policy Date. is Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
- is Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
 The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
 The right to take the Land by condemning it, unless:

 a notice of exercising the right appears in the Public Records at the Policy Date; or
 b the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

- Knowing of the taking.

- 4 Risks
- that are created, allowed, or agreed to by You, whether or not they appear in the Public Records; that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records
- at the Policy Date; that result in no loss to You; or
- that first occur after the Policy Date this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
- 5. Failure to pay value for Your Title
- Lack of a right: to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

RESIDENTIAL TITLE INSURANCE POLICY ONE-TO-FOUR FAMILY RESIDENCE ENHANCED VERSION (1997) **EXCLUSIONS**

addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
- land use:
- improvements on the land;
- land divisions: or
- environmental protection his exclusion does not apply to violations or the enforcement of these matters which appear in the public
- scords at Policy Date. his exclusion does not limit the coverage described in Item 12c and d, 13 and 18 of Coverad Title Risks.
- The right to take the land by condemning it, unless: a notice of exercising the right appears in the public records on the Policy Date; or
- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
- 3 Title Risks:
 - that are created, allowed, or agreed to by you;
 - that are known to you, but not to us, on the Policy Date unless they appeared in the public b.
 - that result in no loss to you; or
 - that first affect your title after the Policy Date this does not limit the coverage described in Items 3b, 8, 17 and 19 of Covered Title Risks.
- 4. Failure to pay value for your title
- 5. Lack of a right: (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A or (b) in streets, alleys, or waterways that touch your land.

 This exclusion does not limit the coverage described in Items 5 and 12a of the Covered Title Risks.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

- 1 (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or larges of the Land or any parcel of which the Land is or was a part; or (iv)environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance or the effect of any violation of triese laws, ordinarious to governmentarious and extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance executing from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12 13, 14, and 16 of this policy
 - 12, 13, 14, and 16 of this policy.

 Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this
- 2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
- which would be binding on the rights of a purchaser for value without knowledge.

 3. Defects, liens, encumbrances, adverse claims or other matters:

 (a) created, suffered, assumed or agreed to by the Insured Claimant;

 (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior the date the Insured Claimant prior the date the Insured Claimant prior the date that the Insured Claimant prior the date that the Insured Claimant prior the date that the Insured Claimant prior the Insur to the date the Insured Claimant became an Insured under this policy;
 - resulting in no loss damage to the insured Claimant;
 - resulting in no loss damage to the insuled clearment, attaching or created subsequent to Date of Policy (this paragraph does limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - resulting in loss or damage which would not have been sustained if the Insured Claimant had paid (a) value for the Insured Mortgage.

- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with papilicable doing business laws of the state in which the Land is situated.
 5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
 6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
- 7, 8(e) and 26.
- Any claim of invalidity, unenforceability or lack of priority of the lien of the Insurad Mortgage as to Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence Of which are Known to the Insured at:

 (a) The time of the advance: or
- - The time of the advance; or The time a modification is made to the terms of the Insured Mortgage which changes the rate of The time a modification is made to the terms of the Insured Mortgage which changes the rate of The time a modification is made to the terms of the Insured Mortgage which changes the rate of The time a modification is made to the terms of the Insured Mortgage which changes the rate of The time a modification is made to the terms of the Insured Mortgage which changes the rate of The time a modification is made to the terms of the Insured Mortgage which changes the rate of The time a modification is made to the terms of the Insured Mortgage which changes the rate of The time a modification is made to the terms of the Insured Mortgage which changes the rate of The time a modification is made to the terms of the Insured Mortgage which changes the The time a modification is made to the terms of the Insured Mortgage which changes the The time and the Insured Mortgage which the modification than it would have the time of the Insured Mortgage which the modification than it would have the time of the time of the Insured Mortgage which the modification than it would have the time of the time of the time of the Insured Mortgage which the modification that the time of time of the time of the time of time of time of time of the time of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered
- The failure of the residential structure, or any portion thereof to have been constructed before, on or The failure of the residential structure, or any portion thereor to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

2007-0022552 Ø1/10/2007 08:00A Fee:18.00 Page 1 of 4 Recorded in Official Records County of Riverside RECORDING REQUESTED BY Larry W. Ward County Clerk & Recorder FIDELITY NATIONAL TITLE RECORDING REQUESTED BY: When Recorded Mail To: PACIFIC WEST SYNDICATION GROUP, INC. LONG MISC DA SIZE 4540 Campus Drive, Suite 100 PAGE U R S Newport Beach, CA 92660 NCH SMF NCOR PCOR 426 881825-LG Escrow No. A M 9757528/ Title Order No. NOTE: This Assignment should be kept with the Note and Deed of Trust hereby assigned. APN: 577-420-045 ✓PARTIAL ASSIGNMENT "Y" of NOTE and DEED OF TRUST FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE all/beneficial interest under that certain Deed of Trust dated April 15,2004 executed by PANELOG BUILDING SYSTEMS, INC., A California Corporation FIDELITY NATIONAL TITLE COMPANY, A California Corporation, Trustee, and recorded as , of Official Records Instrument No. 2004-0364717 on May 14, 2004, in Book in the County Recorder's office of RIVERSIDE County, CALIFORNIA, describing land therein as: LEGAL DESCRIPTION HEREIN ATTACHED AS EXHIBIT "A" AND MADE A PART HEREOF Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust. PACIFIC WEST SYNDICATION GROUP, INC. DATED: ____ 10 - 30. 06 D.B.A.: PACIFIC WEST MORTGAGE DAVID J. DA SILVA, PRESIDENT CALIFORNIA) STATE OF SS. COUNTY OF ORANGE) 2006, before me personally known to me -orproved 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 on behalf of which the person(s) acted, excented the instrument. JEANNE BALLEY Witness my hand and official scal. Commission # 1513632 lotary Public - California

ESCROW NO.

881825-LG

TITLE ORDER NO.

9757528

APN: 577-420-045 V

PARTIAL ASSIGNMENT "Y" OF NOTE AND DEED OF TRUST

EXHIBIT "A"

LEGAL DESCRIPTION

APN No.: 577-420-045

PARCEL 1 TOGETHER WITH LOT A INCLUSIVE, OF PARCEL MAP NO. 22257 ON FILE IN BOOK 156 PAGES 38 AND 39 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA



Public Record

ESCROW NO.

881825-LG

TITLE ORDER NO.

9757528

APN: 577-720-045

PARTIAL ASSIGNMENT "Y" OF NOTE AND DEED OF TRUST

EXHIBIT "B"

LIST OF ASSIGNEES

FISERV ISS& CO., FBO: Daniel E. Anderson IRA As to Undivided

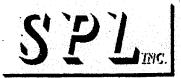
\$100,000.00 / \$200,000.00 interest



Public Record

Order: Non-Order Search Doc: RV:2007 00022552

Page 3 of 4



GOVERNMENT CODE 27361.7

	TORIA 2691 OII HIE HOCHHEUF TO MILLON
his statement is attached reads as follow	notary seal on the document to which s:
lame of Notary	
lotary Identification Number	
ender Identification Number	
County Where Bond Is Filed	
Date Commission Exp	
	SPL, Inc. as agent
DATE: <i>I</i> _	
JAIE:	Signature
State of California) County of) On before me,	
uthorized capacity (ies), and that by his	executed the same in his/her their /her/their signature (s) on the instrument of which the person (s) acted, executed
*	nd official seal. Signature
CERTIFY UNDER PENALTY OF PERJUR	Y THAT THIS MATERIAL IS A TRUE
CERTIFY UNDER PENALTY OF PERJUR	Y THAT THIS MATERIAL IS A TRUE ITAINED IN THE DOCUMENT: E annie Bailey Notary Po
CERTIFY UNDER PENALTY OF PERJURE COPY OF THE ORIGINAL MATERIAL CON 30 M October To David J. Da Silv	Y THAT THIS MATERIAL IS A TRUE ITAINED IN THE DOCUMENT: E annie Bailey Notary Po
certify under penalty of perjurcopy of the original material con 30 th october To David J. Da Silv	Y THAT THIS MATERIAL IS A TRUE ITAINED IN THE DOCUMENT: E annie Bailey Notary Po
CERTIFY UNDER PENALTY OF PERJURE COPY OF THE ORIGINAL MATERIAL CON 30 M October To David J. Da Silv	Y THAT THIS MATERIAL IS A TRUE ITAINED IN THE DOCUMENT: E annie Bailey Notary Po SPL, Inc. as agent
CERTIFY UNDER PENALTY OF PERJURE COPY OF THE ORIGINAL MATERIAL CON 30 M October To David J. Da Silv	Y THAT THIS MATERIAL IS A TRUE ITAINED IN THE DOCUMENT: E annie Bailey Notary P ICA SPL, Inc. as agent

Public Record



PO Box 173859 Denver, CO 80217-3859 Phone: 800-962-4238 www.lincoIntrustco.com For the Account of :

DANIEL ANDERSON(DEC'D)C/O D ANDERSON JR

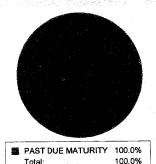
Account Number:

Date: APRIL 1, 2012 THROUGH JUNE 30, 2012

Account Type: IRA

DANIEL E ANDERSON (DEC'D) 6248 SENTRY OAKS DRIVE WILMINTON, NC 28409-4538 MICHAEL TOMREN
QA3 FINCL CORP
1908 TICE VALLEY BLVD SUITE C
WALNUT CREEK, CA 94595

Account Allocation



Account Summary

Asset Class	Market Value
PAST DUE MATURITY	\$100,000.00
Total Assets	\$100,000.00

Uninvested cash deposits held in your account (which are not considered investments in your account) are on deposit with one or more FDIC-insured commercial financial institutions that are categorized by the FDIC as "well capitalized." Such cash deposits are insured by the FDIC through such commercial institution(s) to the legal limit per depositor.

Activity Summary

	Current Period	Year-to-Date
Contributions	\$0.00	\$0.00
Rollover	\$0.00	\$0.00
Dividend/Interest Income	\$0.00	\$0.02
Other Receipts	\$0.00	\$0.00
Distributions	\$0.00	\$0.00
Fees	\$0.00	(\$212.14)
Other Disbursements	\$0.00	\$0.00
Other Transactions	\$0.00	\$0,00
Interest Earned	\$0.00	
Annual Percentage Yield Earned	0.00 %	



PO Box 173859 Denver, CO 80217-3859 Phone : 800-962-4238 www.lincoIntrustco.com

DANIEL ANDERSON(DEC'D)C/O D ANDERSON JR Date Period: APRIL 1, 2012 - JUNE 30, 2012

Review Of Assets

Shares/Units	Lescription	Ticker.	Price Total Market Value
*Cash	BROKER		\$0.00
	PRINCIPAL		\$0.00
Past Due Matur 100,000.000	ity PANELOG BUILDING SYSTEMS #881825-LG 1ST		1.00 \$100,000.00

Activity Review

Grand Total

Quant	lity Principal Cash
Fee Invoice Generated Fee Transaction for Period Ending 3/30/2012	\$0.00
Amount : 95.00	
Memo \$25 Prior Period Late Fee	\$0.00
	\$0.00
	Fee Invoice Generated Fee Transaction for Period Ending 3/30/2012 Amount: 95.00 Memo

\$100,000.00



PO Box 173859 Denver, CO 80217-3859 Phone: 800-962-4238 www.lincolntrustco.com

IRA Account DANIEL ANDERSON(DEC'D)C/O D ANDERSON JR Date Period: APRIL 1, 2012 - JUNE 30, 2012

IMPORTANT INFORMATION ABOUT YOUR STATEMENT STATEMENT REVIEW PERIOD

Your statement is a comprehensive summary of your account assets and account activity for the Statement Period indicated on this statement. account activity for the Statement Period information is also included each period. important account Please review the entire statement for accuracy. Any discrepancies should surrender.

be documented in writing and sent to us within 90 days of the date of this • Values reported as N/A indicate that either: 1) LTC has become aware statement. If the notice of discrepancies is not received in that time, Lincoln of an event that has occurred making the previous valuation doubtful, Trust Company (LTC) shall be relieved of any and all liability for the accuracy of the data reported in the statement.

ACCOUNT INVESTMENTS & ASSET VALUE REPORTING POLICY

The "Account Summary" portion of your statement is separated into different categories. The following guidelines may apply, depending upon how your account is invested:

- Dividends paid near the end of the quarter may not appear on this statement.
- "Brokerage Value" is a category that reports a cumulative total of all retirement plan assets held by your broker(s), as provided to LTC by your brokerage firm(s). For IRA accounts, assets may be included in cumulative value in this category which are not individually listed, and LTC does not verify the information provided by your brokerage firm (s). For Qualified Plans and Investment Annuity accounts, broker-held assets will be individually listed in their appropriate asset category. Please contact your Financial Representative with questions.
- · A column titled "Broker Cash" will appear in the "Activity Review" portion of your statement if cash transactions at your Financial Representative's firm were reported to us. The corresponding transaction description will appear next to the date of entry. Please note that the ending balance listed in the Broker Cash column has not been verified and is held at your brokerage firm (not at LTC). To ensure accuracy of this figure (and all brokerage activity), please consult your Financial Representative. If you wish to pay LTC fees from cash or assets held in your brokerage account, you may ask your Financial Representative to send funds to LTC.
- · Individual values for securities that have publicly-quoted prices are reported based solely on such quoted prices, which are obtained from a quotation service or other source generally available to the public. LTC does not guarantee the accuracy of prices obtained from quotation services or other sources, or the length of availability of such prices.
- · Values for alternative assets are generally reported at their original offering price to investors. LTC classifies alternative assets into two types: equity and debt. Assets that LTC has classified as alternative equities include, but are not limited to, non- service-priced private partnership or limited liability company interests, private common and preferred stock and private real estate investment trusts. Assets that LTC has classified as alternative debt include, but are not limited to, mortgages/deeds of trust, corporate and private partnership notes and other private debt offerings. Information regarding whether an alternative asset has been classified as equity or debt is available upon request. On an annual basis (or more frequently if requested), LTC requests updated valuation information from such persons as asset sponsors, general partners or managing members of private private partnership or limited liability company interests, officers of corporations and sponsors of other assets it has classified as alternative equities. LTC will normally adjust the reported value of an alternative equity asset if the general partner, officer or sponsor provides LTC with an updated value. If it does not receive an updated value from the general partner, officer or sponsor, LTC may require that the Account Owner obtain and provide to LTC an updated value from the asset sponsor, or provide an independent appraisal for their asset. If the Account Owner fails to provide this information, LTC may require the Account Owner to remove the asset from their account by transfer or distribution. If the Account Owner does not remove the asset from the Account as directed, LTC may distribute the asset to the Account Owner at the last reported value or resign and distribute the entire Account to the Account Owner. With respect to defined contribution plan and trust accounts, if the Employer and/or Plan Participant fails to obtain updated valuation information from an asset sponsor or provide an independent appraisal for an asset, LTC reserves the right to resign as trustee and/or custodian of the Plan. LTC does not request updated valuation (or outstanding loan balance) information for assets it has classified as alternative debt. However, LTC will normally adjust the reported value (or outstanding loan balance) of an alternative debt asset if it receives updated valuation (or outstanding loan balance) information from the Servicing Agent or from the alternative debt asset sponsor. For alternative debt assets that, according to LTC's records have passed their maturity date, LTC may require the asset sponsor, Servicing Agent or Account Owner to provide information to show the current status of the asset. If LTC does not receive this information when requested, LTC may distribute the asset to the Account Owner at the last reported value or resign and distribute the entire Account to the Account Owner.

- · LTC does not conduct appraisals of assets and does not seek to verify the prices or values provided to it. The reported value of any asset may differ materially from its actual value LTC does not guarantee the accuracy of reported values or whether the Account Owner will be able to obtain the reported value in the event of a sale, redemption or
- such as a bankruptcy filing or appointment of receiver, 2) LTC has received information from the asset sponsor, or an independent appraisal from a third party to indicate that the asset has no value, or 3) A security generally has a publicly-quoted price, but LTC has received a "no-bid" indication from a third-party quotation service. Valuation information or other information provided or reported by LTC should not be used as a basis for making, retaining or disposing of an asset. Please refer to reports (or other information) provided by brokers, general partners, corporate officers or other asset sponsors (or contact these sources directly) with regard to the current operation and status of any chosen investment(s). The frequency with which LTC updates prices depends upon the asset type and the frequency with which asset sponsors provide updated valuation information. This means that a price might be updated monthly, quarterly, semiannually, annually or on the specific date the updated valuation information was received. This may also mean that, while the number of shares or other information regarding an asset has been updated, the price may not have been undated.

Note: Mutual funds and other assets sometimes pay dividends or distribute income on or shortly before quarter-end. Such transactions generally will not be reflected on the Account Statement until the quarter in which LTC receives payment or confirmation from the asset sponsor verifying the transaction and share position. Please keep this in mind when reviewing the Account Owner security positions and account value.

A total value for all your assets (by category) is listed in the "Account Summary" portion of this statement. This Account Statement (and the reported values herein) should not be used as the basis for making, retaining or disposing of an investment.

FDIC Insurance: Uninvested cash deposits held in your account (which are not considered investments in your account) are on deposit with one or more third-party FDIC-insured commercial financial institutions that are categorized by the FDIC as "well capitalized." Such cash deposits are insured by the FDIC through such commercial institution(s) to the legal limit per depositor.

Investments in your account are not insured by the FDIC; are not deposits or obligations of and are not guaranteed by LTC; and are subject to investment risk, including the possible loss of your entire investment.

ACCOUNT TRANSACTIONS

The amount listed with each transaction may not represent funds actually received into your account. It may represent the dollar value of a transaction that affects only asset shares in your account. The liability of LTC to make payment from your account at all times is limited to available liquid assets in the account.

INVESTMENT RESPONSIBILITY

You (in conjunction with your Financial Representative) have sole authority and discretion to manage the investment of all assets in your account. As a DIRECTED trustee/custodian, we process your instructions (or your Financial Representative's if you chose to appoint one) and we provide account reporting and recordkeeping services. We do not give investment, tax or legal advice, provide retail investment products, perform independent asset valuations or appraisals, or maintain an agency relationship with your Financial Representative. LTC is not responsible for the performance of your assets.

CUSTODY OF ASSETS

LTC may consolidate the information it receives from your Financial Representative, brokerage firm, or other asset sponsors (i.e., mutual funds, insurance companies, limited partnerships, banks, etc.) to report all assets held in your retirement plan on this Account Statement LTC, however, may not have physical custody of all assets listed on this statement. Assets may be held at the asset sponsor, your brokerage firm, LTC or another designated site. In addition, many assets do not generate a physical certificate. Before selling an asset in your retirement plan, you and/or your Financial Representative should check with the designated brokerage firm or LTC to determine the custody of your asset (s). By determining the custody of an asset before a transaction or confirmation is received by LTC, we are able to reduce processing time and ensure proper asset delivery, if applicable.

TAX INFORMATION

The December 31 year-end value of assets listed on your IRA Statement of Account will be furnished to the Internal Revenue Service (this does not apply to Qualified Plans or 403(b)(7) accounts). Please keep your December Statement of Account for your records.





P.O. Box 173859 Denver, CO 80217-3859

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DANIEL E ANDERSON JR 6248 SENTRY OAKS DRIVE WILMINGTON NC 28409-4538





PO Box 173859 Denver, CO 80217-3859 Phone: 800-962-4238 www.pensco.com For the Account of :

DANIEL ANDERSON(DEC'D)C/O D ANDERSON JR

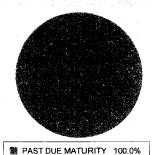
Account Number:

Date: JANUARY 1, 2013 THROUGH MARCH 31, 2013

Account Type: IRA

DANIEL E ANDERSON (DEC'D) 6248 SENTRY OAKS DRIVE WILMINTON, NC 28409-4538 MICHAEL TOMREN QA3 FINCL CORP 1908 TICE VALLEY BLVD SUITE C WALNUT CREEK, CA 94595

Account Allocation



Total:

Account Summary

Asset Class	Market Value	
PAST DUE MATURITY		\$100,000.00
Total Assets	\$ · · · ·	\$100,000.00

Uninvested cash deposits held in your account (which are not considered investments in your account) are on deposit with one or more FDIC-insured commercial financial institutions that are categorized by the FDIC as "well capitalized." Such cash deposits are insured by the FDIC through such commercial institution(s) to the legal limit per depositor.

Activity Summary

	Current Period	Year-to-Date
Contributions	\$0:00	\$0.00
Rollover	\$0.00	\$0.00
Dividend/Interest Income	\$0.00	\$0.00
Other Receipts	\$0.00	\$0.00
Distributions	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Other Disbursements	\$0.00	\$0.00
Other Transactions	\$0.00	\$0.00
Interest Earned	\$0.00	
Annual Percentage Yield Earned	0.00 %	



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IRA Account DANIEL ANDERSON(DEC'D)C/O D ANDERSON JR Date Period: JANUARY 1, 2013 - MARCH 31, 2013

Review Of Assets

Frand Total					\$100,000.00
100,000.000	PANELOG BUILDING SYSTEMS #881825-LG 1ST			1.00	\$100,000,00
Past Due Matur	PRINCIPAL				\$0.00
*Cash					
					Market Value

Activity Review

Date			Quantity	Principal Cash
<u>Fees</u>				
01/14/2013	Fee Invoice Paid LTC PAST DUE FEES WRITE OFF			\$0.00
	Amount : -37.86			
01/14/2013	Fee Invoice Paid LTC PAST DUE FEES WRITE OFF			\$0.00
	Amount : -33.04			
Total Fees				\$0.00



PO Box 173859 Denver, CO 80217-3859 Phone: 800-962-4238 www.pensco.com DANIEL ANDERSON(DEC'D)C/O D ANDERSON JR
Date Period: JANUARY 1, 2013 - MARCH 31, 2013

IMPORTANT INFORMATION ABOUT YOUR STATEMENT STATEMENT REVIEW PERIOD

Your statement is a comprehensive summary of your account assets and account activity for the Statement Period indicated on this statement. Additional important account information is also included each period. Please review the entire statement for accuracy. Any discrepancies should be documented in writing and sent to us within 90 days of the date of this statement. If the notice of discrepancies is not received in that time, PENSCO Trust Company (PTC) shall be relieved of any and all liability for the accuracy of the data reported in the statement.

ACCOUNT INVESTMENTS & ASSET VALUE REPORTING POLICY

The "Account Summary" portion of your statement is separated into different categories. The following guidelines may apply, depending upon how your account is invested:

- · Dividends paid near the end of the quarter may not appear on this statement.
- "Brokerage Value" is a category that reports a cumulative total of all retirement plan assets held by your broker(s), as provided to PTC by your brokerage firm(s). Assets may be included in the cumulative value in this category which are not individually listed, and PTC does not verify the information provided by your brokerage firm(s).
- A column titled "Broker Cash" will appear in the "Activity Review" portion of your statement if cash transactions at your Financial Representative's firm were reported to us. The corresponding transaction description will appear next to the date of entry. Please note that the ending balance listed in the Broker Cash column has not been verified and is held at your brokerage firm (not at PTC). To ensure accuracy of this figure (and all brokerage activity), please consult your Financial Representative. If you wish to pay PTC fees from cash or assets held in your brokerage account, you may ask your Financial Representative to send funds to PTC.
- Individual values for securities that have publicly-quoted prices are reported based solely on such quoted prices, which are obtained from a quotation service or other source generally available to the public. PTC does not guarantee the accuracy of prices obtained from quotation services or other sources, or the length of availability of such prices.
- · Values for alternative assets are generally reported at their original offering price to investors. PTC classifies alternative assets into two types: equity and debt. Assets that PTC has classified as alternative equities include, but are not limited to, non-service-priced private partnership or limited liability company interests, private common and preferred stock and private real estate investment trusts. Assets that PTC has classified as alternative debt include, but are not limited to, mortgages/deeds of trust, corporate and private partnership notes and other private debt offerings. Information regarding whether an alternative asset has been classified as equity or debt available upon request. On an annual basis (or more frequently if requested), PTC requests updated valuation information from such persons as asset sponsors, general partners or management members of private private partnerships or limited liability company interests, officers of corporations and sponsors of other assets it has classified as alternative equities and from real estate comparables or formal appraisals. PTC will normally adjust the reported value of an alternative equity asset if the general partner, officer or sponsor provides PTC with an updated value. If it does not receive an updated value from the general partner, officer or sponsor, PTC may require that the Account Owner obtain and provide to PTC an updated value from the asset sponsor, or provide an independent appraisal for their asset. If the Account Owner fails to provide this information, PTC may require the Account Owner to remove the asset from their account by transfer or distribution. If the Account Owner does not remove the asset from the Account as directed, PTC may distribute the asset to the Account Owner at the last reported value or resign and distribute the entire Account to the PTC does not request updated valuation (or outstanding Account Owner. loan balance) information for assets it has classified as alternative debt However, PTC will normally adjust the reported value (or outstanding loan balance) of an alternative debt asset if it receives updated valuation (or outstanding loan balance) information from the Servicing Agent or from the alternative debt asset sponsor. For alternative debt assets that, according to PTC's records have passed their maturity date, PTC may require the asset sponsor, Servicing Agent or Account Owner to provide information to show the current status of the asset. If PTC does not receive this information when requested, PTC may distribute the asset to the Account Owner at the last reported value or resign and distribute the entire Account to the Account Owner.
- PTC does not conduct appraisals of assets and does not seek to verify the prices or values provided to it. The reported value of any asset may differ materially from its actual value. PTC does not guarantee the accuracy of reported values or whether the Account Owner will be able to obtain the reported value in the event of a sale, redemption or surrender.

· Values reported as N/A indicate that either: 1) PTC has become aware of an event that has occurred making the previous valuation doubtful, such as a bankruptcy filing or appointment of receiver, 2) PTC has received information from the asset sponsor, or an independent appraisal from a third party to indicate that the asset has no value, or 3) A security generally has a publicly-quoted price, but PTC from a third-party quotation service. "no-bid" indication Valuation information or other information provided or reported by PTC should not be used as a basis for making, retaining or disposing of an asset. Please refer to reports (or other information) provided by brokers, general partners, corporate officers or other asset sponsors (or contact these sources directly) with regard to the current operation and status of any chosen investment(s). The frequency with which PTC updates prices depends upon the asset type and the frequency with which asset sponsors provide updated valuation information. This means that a price might be updated monthly, quarterly, semiannually, annually or on the specific date the updated valuation information was received. This may also mean that, while the number of shares or other information regarding an asset has been updated, the price may not have been updated.

Note: Mutual funds and other assets sometimes pay dividends or distribute income on or shortly before quarter-end. Such transactions generally will not be reflected on the Account Statement until the quarter in which PTC receives payment or confirmation from the asset sponsor verifying the transaction and share position. Please keep this in mind when reviewing the Account Owner security positions and account

A total value for all your assets (by category) is listed in the "Account Summary" portion of this statement. This Account Statement (and the reported values herein) should not be used as the basis for making, retaining or disposing of an investment.

FDIC Insurance: Uninvested cash deposits held in your account (which are not considered investments in your account) are on deposit with one or more third-party FDIC-insured commercial financial institutions that are categorized by the FDIC as "well capitalized." Such cash deposits are insured by the FDIC through such commercial institution(s) to the legal limit per depositor.

Investments in your account are not insured by the FDIC; are not deposits or obligations of and are not guaranteed by PTC; and are subject to investment risk, including the possible loss of your entire investment.

ACCOUNT TRANSACTIONS

The amount listed with each transaction may not represent funds actually received into your account. It may represent the dollar value of a transaction that affects only asset shares in your account. The liability of PTC to make payment from your account at all times is limited to available liquid assets in the account.

INVESTMENT RESPONSIBILITY

You (in conjunction with your Financial Representative) have sole authority and discretion to manage the investment of all assets in your account. As a DIRECTED custodian, we process your instructions (or your Financial Representative's if you chose to appoint one) and we provide account reporting and recordkeeping services. We do not give investment, tax or legal advice, provide retail investment products, perform independent asset valuations or appraisals, or maintain an agency relationship with your Financial Representative. PTC is not responsible for the performance of your assets.

CUSTODY OF ASSETS

PTC may consolidate the information it receives from your Financial Representative, brokerage firm, or other asset sponsors (i.e., mutual funds, insurance companies, limited partnerships, banks, etc.) to report all assets held in your retirement plan on this Account Statement. PTC, however, may not have physical custody of all assets listed on this statement. Assets may be held at the asset sponsor, your brokerage firm, PTC or another designated site. In addition, many assets do not generate a physical certificate. Before selling an asset in your retirement plan, you and/or your Financial Representative should check with the designated brokerage firm or PTC to determine the custody of your asset(s). By determining the custody of an asset before a transaction or confirmation is received by PTC, we are able to reduce processing time and ensure proper asset delivery, if applicable.

TAX INFORMATION

The December 31 year-end value of assets listed on your IRA Statement of Account will be furnished to the Internal Revenue Service. Please keep your December 31 IRA Statement of Account for your records.

INV (0/12)





FIRST BANK SAN FRANCISCO, CALIFORNIA 941.1.1

998815037

DEMITTED

BR406LP (DANIEL E. ANDERSON ESCROW# 881825LG)

April 15, 2004

0-86_

Y TO THE STATE OF ****FIDELITY NATIONAL TITLE***

\$100,000,00

One Hundred Thousand Dollars and 00/100

OFFICIAL CHECK

ed by Integrated Payment Systems Inc., Englewood, Colorado

DOLLARS

AUTHORIZED SIGNATURE

JON CHRISTENSEN GARY COTTERILL MATT JENNINGS INFORMATION TECHNOLOGY OFFICER I GIOVANE PIZANO Investment Manager ADRIANNA GOMEZ POTEN CIANO December 3, 2012 955-3842 **Daniel Anderson** 6248 Sentry Oak Dr. Wilmington, NC 28409 RE: Excess Proceeds for APN 577420045-4 Mr. Anderson, Per our conversation, here is a copy of the letter that was sent to all parties of interest. I have also / attached an Excess Proceeds claim form. The excess proceeds amount that is available to claim is \$13, 285.91. If you have any further questions or concerns, please do not hesitate to ask. Regards. graphed 3/12/13 Adrian Potenciano Tax Sale Operations/Excess Proceeds (951) 955-3842 12,827,66 951-955-3900 all recordings 6 rcp of PENSCO ASIGNMENT OF JRA DISTRIBUTION ASURER-TAX COLLECTOR

RIVERSIDE COUNTY TREASURER-TAX COLLECTOR

4080 LEMON STREET, 4TH FLOOR \star P.O. BOX 12005 \star RIVERSIDE, CALIFORNIA 92502 $_{
m I}$ 4080 LEMON STREET, 4TH FLOOR * RO. BOX 12005 * RIVERSIDE, CALIFORNIA 92304 RECEIVED ** WWW.RIVERSIDETAXINFO.COM * (951) 955-3900 * 1 (877) 748-2689 * FAX (951) 955-39 ** RECEIVED

P.2/8



November 8, 2013

DANIEL E ANDERSON 6248 SENTRY OAKS DRIVE WILMINGTON NC 28409 DANIEL ANDERSON (DEC'D) C/O D
ANDERSON JR
Account ending in:

RE: ASSIGNMENT FORM FOR IRA DISTRIBUTION - CUSTODIAN RESIGNATION

Dear Account Owner:

In accordance with our notice dated 6/4/2013, we have resigned as custodian of your account, effective November 8, 2013. Thus, the asset(s) in your account is being distributed to you personally, in your name and Social Security number. The total value of the distribution will be reported on Internal Revenue Service ("IRS") Form 1099-R for the 2013 tax year.

In order to effect the change of ownership of your asset(s), you must forward the enclosed Assignment of Deed of Trust/Mortgage to the appropriate county along with the county's recording fee. Please contact the county directly for such fee amount. Your cooperation in getting your asset re-registered is essential in order for you to receive any future communication or payments in negotiable form.

Please note that since we are resigning as custodian of your account we will no longer hold title of the asset(s) in our name for your benefit. As such, we are not liable or responsible for, or obligated to participate in, any future actions, claims, losses or other events or activity related to such asset(s). You are solely responsible for ownership of the asset(s) and ensuring records with the county are updated accordingly.

Due to our resignation as custodian of your account, we have waived all account administration fees, including outstanding fees, if any, and all termination fees associated with the closure of your account. Your account with PENSCO Trust Company has now been closed, and you will receive a final statement following the end of the current quarter as confirmation.

If you require additional information, please contact us at 800-962-4238.

Sincerely,

PENSCO Trust Company

Enclosure:

Assignment of Deed of Trust

Copy of Partial Assignment "Y" of Note and Deed of Trust

Prepared by an Return to:	d after Recording	
Name/Dept: Firm/Company: Address:	Jennifer Vialpando PENSCO Trust Company P.O. Box 173859))
City, State, Zip:	Denver, CO 80217	
)Above This Line Reserved Fo

ASSIGNMENT OF DEED OF TRUST

Name and Address of Assignor: Fiserv ISS & Co. FBO Daniel E. Anderson IRA as to an undivided \$100,000/\$200,000 P.O. Box 173859 Denver, CO 80217 Name and Address of Assignee:
Daniel E. Anderson (dec'd) C/O D
Anderson Jr. as to an undivided
\$100,000/\$200,000
6248 Sentry Oaks Drive
Wilminton, CA 28409

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Fiserv ISS & Co. FBO Daniel E. Anderson IRA as to an undivided \$100,000/\$200,000, "Assignor", whose address is PO Box 173859, Denver CO 80217, does hereby grant, sell, assign, transfer and convey to Daniel E. Anderson (dec'd) C/O D Anderson Jr. as to an undivided \$100,000/\$200,000, "Assignee," whose address is 6248 Sentry Oaks Drive, Wilminton, CA 28409, all interest of the undersigned Assignor in and to the following described Deed of Trust:

Date of Deed of Trust: Executed by (Mortgagor(s)):	April 15, 2004 Banelog Building Systems, Inc., a California corporation					
Original Trustee:	Fidelity National Title Company, a California corporation					
Original Beneficiary:	As described in the Deed of Trust					
Filed of Record: In Book # Document/Instrument #	xxx , Page # xxx , in the Office of County Recorder of					
Riverside County, California	rnia, on January 10, 2007 (Date)					
Property: As described in the Given: to secure a certain amount of	ne Deed of Trust Promissory Note in the \$ 200,000.00 Payable t Beneficiary					

Together with the note(s) and obligations therein described or referred to, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust.

TO HAVE AND TO HOLD the same unto Assignee and unto its successors and assigns forever, subject only to the terms and conditions of the above-described Deed of Trust and Promissory Note.

Assignor is the present holder of the above-described Deed of Trust.

IN WITNESS WHEREOF, this assignment was executed by the undersigned Assignor on November 8, 2013

Signed:

Jennifer Vialpando – Authorized Signer

Fisery ISS & Co. FBO Daniel E. Anderson IRA as to an undivided

\$100,000/\$200,000

STATE OF COLORADO COUNTY OF DENVER

On November 8, 2013 before me, Daniel Shaw, a Notary Public, personally appeared **Jennifer Vialpando, Authorized Signer** for **Fiserv ISS & Co.**, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

DANIEL L. SHAW

NOTARY PUBLIC

STATE OF COLORADO

NOTARY ID 20134042595

Notary Public

Print Name: Daniel Shaw

My Commission Expires: 7/2/17

ASSIGNMENT OF PROMISSORY NOTE SECURED BY DEED OF TRUST/MORTGAGE

For value received, the undersigned hereby grants, assigns, and transfers to:

Daniel E. Anderson (dec'd) C/O D Anderson Jr. as to an undivided \$100,000/\$200,000 6248 Sentry Oaks Drive Wilminton, CA 28409

Tax ID #

that certain Promissory note dated **April 15, 2004**, executed by **Banelog Building Systems, Inc., a California corporation**, in the amount stated in the promissory note, secured by Deed of Trust/Mortgage.

Date: November 8, 2013

Jennifer Vialpando - Authorized Signer Fiserv ISS & Co. FBO Daniel E. Anderson IRA as to an undivided

\$100,000/\$200,000

STATE OF COLORADO COUNTY OF DENVER

On November 8, 2013 before me, Daniel Shaw, a Notary Public, personally appeared **Jennifer Vialpando, Authorized Signer** for **Fiserv ISS & Co.**, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

DANIEL L. SHAW
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134042595
MY COMMISSION EXPIRES JULY 2, 2017

Notary Public

Print Name: Daniel Shaw

My Commission Expires: 7/2/17

S3 186298 5V1/2887617

ESCROW NO.

881825-LG

TITLE ORDER NO.

9757528

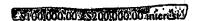
APN: 577-720-045

PARTIAL ASSIGNMENT "Y" OF NOTE AND DEED OF TRUST



LIST OF ASSIGNEES









Express

5, 136 A

ORIGIN ID: ILMA (910) 790-1999 HARRY VAN ESSENDELFT MAILBOX EXPRESS 609 A PINER RD

WILMINGTON, NC 28409 UNITED STATES US

SHIP DATE: 18JUN13 ACTWGT: 0.5 LB MAN CAD: 0150940/CAFE2608

BILL SENDER

ADRIAN POTENCIANU, DEFUI.

COUNTY ADMINISTRATIVE CENTER

CANAL COLLECTOR TO ADRIAN POTENCIANO, DEPUTY

RIVERSIDE CA 92502 (951) 956-3900

Elven FedEx Express



Part # 156297-43**8 4745-44//52815**

envelope shipping

TRK# 5593 3701 3402

WED - 19 JUN 3:00P STANDARD OVERNIGHT

XH ONTA

92502 CA-US ONT



4/18/2014

Riverside County Treasurer

Attention: Excess Proceeds

P.O. Box 12005

Riverside, CA 92502

Attention: Excess Proceeds Department

I am resending a "CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY) regarding the property at 61295 Indian Paint Brush Road, Anza CA. (TC 192 Item 861 Assessment No.: 577420045-4) Per my conversations and email correspondence with Adrian Potenciano there are excess funds of \$12,827.66 from the tax sale of this property. I am entitled to one half of this amount (\$6,413.83). I have taken a 1099 from Pensco Trust for this amount on my 2013 tax returns.

I have not received any interest payments or any return of principal on my initial \$100,000 investment since Panel Log 15 stole the money without doing any building on the property since 2008.

Attached to this letter is documentation supporting my claim for excess proceeds.

If you have any questions please contact me at 910-799-6719.

6248 Sentry Oaks Drive

Wilmington, NC 28409

Thank you for your cooperation in this matter.

Dan Anderson

MINUTES OF THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



9-37

9:30 a.m. being the time set for public hearing on the recommendation from Treasurer-Tax Collector regarding Public Hearing on Distribution of Excess Proceeds for Tax Sale No. 192, Item 861, last assessed to Hunter Management, Inc., a Delaware Corporation, 3rd District, the Chairman called the matter for hearing.

The following people spoke on the matter:

Dan Anderson Dale Gardner Desiree Taylor

Roll Call:

On motion of Supervisor Ashley, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the above matter is continued to July 7, 2015.

Ayes: Nays:	Tavaglione, Washington, Benoit and Ashley None
Absent:	Jeffries

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on March 24, 2015 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors

Dated: March 24, 2015

Kecia Harper-Ihem, Clerk of the Board of Supervisors, in

and for the County of Riverside, State of California.

A OFNIDA NO

Deputy

AGENDA NO.

9-37

xc: Treasurer, &ÓB

(seal)

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





FROM: Don Kent, Treasurer/Tax Collector

SUBMITTAL DATE:

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 861. Last assessed to: Hunter Management, Inc., a Delaware Corporation. District 3 [\$12,827] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

 Approve the claim from William Hunter aka William C. Hunter for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 577420045-4; (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 March 20, 2012 public auction sale. The deed conveying title to the purchasers at the auction was recorded May 11, 2012. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on June 6, 2012, 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

Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:		Oı	ngoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 12,827	\$ C	\$	12,827	\$	0	Canada Daliau 🖫
NET COUNTY COST	\$ 0	\$ 0	\$	0	0 \$ 0		Consent D Policy 🗟
SOURCE OF FUNI	DS: Fund 65595	Excess Proceeds fr	om Tax Sale			Budget Adjustr	ment: N/A
						For Fiscal Year	: 14/15
C.E.O. RECOMME	NDATION:	APPROVE					
		BY: <u>Samuel</u> Sami	yel Wong	12/18			
County Executive	Office Signatu	re	uoi iiong				

		County Executive Office Signature	Samuel V	/ong	
		MINUTES O	F THE BOARD O	F SUPERVISORS	
Positions Added	Change Order				
A-30	4/5 Vote				
		Prev. Agn. Ref.:	District: 3	Agenda Number:	9-37

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 861. Last assessed to: Hunter Management, Inc., a Delaware Corporation. District 3 [\$12,827] Fund 65595 Excess Proceeds from Tax Sale.

DATE: FEB 0 3 2015 PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Deny claim from Daniel E. Anderson;

3. Authorize and direct the Auditor-Controller to issue a warrant to William Hunter aka William C. Hunter in the amount of \$12,827.66 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 William Hunter aka William C. Hunter based on a Short Form Deed of Trust and Assignment of Rents recorded June 6, 2006 as Instrument No. 2006-0408585.
- 2. Claim from Daniel E. Anderson based on a Short Form Deed of Trust and Assignment of Rents recorded on May 14, 2004 as Instrument No. 0364717 and a Partial Assignment "Y" of Note and Deed of Trust recorded on January 10, 2007 as Instrument No. 2007-0022552.

Pursuant to Section 4675 (a) & (e) of the California Revenue and Taxation Code, it is the recommendation of this office that William Hunter aka William C. Hunter be awarded excess proceeds in the amount of \$12,827.66. The claim from Daniel E. Anderson be denied since his claim was received after the final date to submit a claim. 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 deed of trust holder of the property.

ATTACHMENTS (if needed, in this order):

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

Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium),

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.