



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

General Partner”


HOPE FINANCIAL, L.L.C.,
a Delaware limited liability company

By: 
James J. Herbst, Managing Director


By: 
Hope B. Herbst, Managing Director

"Limited Partners"

The Lance Family Revocable Trust dated
August 14, 1981, as amended – Survivor’s
Trust

By: 
Cecelia Lance, Trustee

The Lance Family Revocable Trust dated
August 14, 1981, as amended – Marital
Trust

By: 
Cecelia Lance, Trustee

ACKNOWLEDGMENT

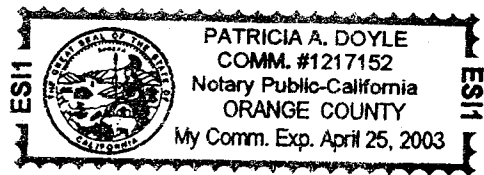
STATE OF CALIFORNIA)
COUNTY OF Orange) ss.

On April 30, 2002, before me, Patricia A Doyle a notary public and for the State of California, personally appeared Cecelia Lance, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacities, and that by her signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Patricia A Doyle

(SEAL)



ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On April 30, 2002, before me, Patricia A Doyle
notary public and for the State of California, personally appeared James J. Herbst and Hope B. Herbst, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature Patricia A Doyle (SEAL)

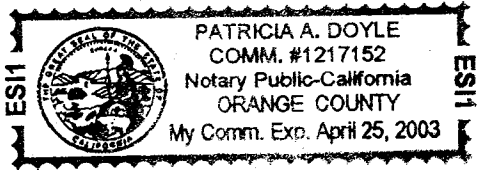


EXHIBIT "A"

FAMILLE HOLDINGS, L.P.
PARTNERS' PERCENTAGE INTERESTS

Name and Address

Percentage Interests

General Partner:

Hope Financial, L.L.C. c/o James J. Herbst, Managing Director 27675 Chapala. Mission Viejo, CA 92692	1.0%
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Limited Partners:

The Lance Family Revocable Trust dated August 14, 1981, as amended - Survivor's Trust c/o Cecilia Lance, Trustee #2 Ritz Cove Drive Dana Point, CA 92629	50.9454%
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The Lance Family Revocable Trust dated August 14, 1981, as amended - Marital Trust c/o Cecelia Lance, Trustee #2 Ritz Cove Drive Dana Point, CA 92629	48.0546%
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EXHIBIT "B"

FAMILLE HOLDINGS, L.P.
CAPITAL CONTRIBUTIONS OF PARTNERS

<u>Name</u>	<u>Capital Contribution</u>
General Partner:	
Hope Financial, L.L.C.	\$153,081.00
Limited Partner:	
The Lance Family Revocable Trust dated August 14, 1981, as amended – Survivor's Trust	\$7,798,779.00
The Lance Family Revocable Trust dated August 14, 1981, as amended – Marital Trust	<u>\$7,356,253.00</u>
Total:	<u>\$15,308,113.00</u>

HOPE FINANCIAL, L.L.C.
A DELAWARE LIMITED LIABILITY COMPANY
AMENDED AND RESTATED OPERATING AGREEMENT

EFFECTIVE AS OF
JANUARY 1, 2002

HOPE FINANCIAL, L.L.C.

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**AMENDED AND RESTATED
OPERATING AGREEMENT
FOR
HOPE FINANCIAL, L.L.C.
A DELAWARE LIMITED LIABILITY COMPANY**

This Amended and Restated Operating Agreement ("Operating Agreement"), is made as of January 1, 2002, by and among the parties listed on the signature pages hereof (collectively referred to as the "Members" or individually as a "Member"), with reference to the following facts:

A. On or about December 4, 1996 Bruce E. Harrington ("Harrington"), acting as the agent and promoter of the Company, filed Articles of Organization ("Articles") for Hope Financial, L.L.C. ("Company"), a limited liability company under the laws of the State of Delaware, with the Delaware Secretary of State.

B. Effective December 4, 1996 James J. Herbst and Hope B. Herbst, as the two sole members of the Company (collectively "Members" and individually "Member"), executed an Operating Agreement for the Company ("12/4/96 Operating Agreement").

C. Effective December 4, 1996 the Members adopted managerial resolutions which, among other things, elected James J. Herbst as Chief Executive Officer, Chief Financial Officer and Treasurer of the Company, and Hope B. Herbst as the Company's Secretary ("12/4/96 Resolution").

D. Effective May 1, 1997 the Company, pursuant to Section 17451 of the California Corporations Code, filed with the California Secretary of State a Form LLC-5 entitled Limited Liability Company Application For Registration. From and after such filing, the Company was and continues to be authorized to conduct business in the State of California.

E. The Members desire to adopt and approve this document, effective January 1, 2002, as an amended and restated operating agreement for the Company.

NOW, THEREFORE, the members hereby adopted the following Operating Agreement in place and stead of the 12/4/96 Operating Agreement and hereby rescind their earlier appointment of officers as set forth in the 12/4/96 Resolution.

**ARTICLE I
FORMATION OF LIABILITY COMPANY**

Section 1.1 Formation. As of December 4, 1996, the Company was formed as a limited liability company governed by the Delaware Limited Liability Company Act, as it may be amended or superseded from time to time (the "Act") for the limited purpose and scope set forth in this Agreement. On or prior to the execution of the Agreement, the Company filed a certificate of formation ("Certificate of Formation") with the Delaware Secretary of State.

Section 1.2 Name and Principal Place of Business. Unless and until amended in accordance with this Agreement and the Act, the name of the Company shall be "Hope Financial, L.L.C." The principal place of business of the Company at which the records required to be maintained by the Act are to be kept shall be c/o James J. Herbst, 27675 Chapala, Mission Viejo, California 92692, or in such other place or places as the Managing Directors from time to time may mutually determine by written resolution unanimously adopted by each Managing Director.

Section 1.3 Agent for Service of Process. The Company shall maintain a Delaware registered office and agent for service of process as required by the Act. The initial Delaware registered office and agent for service of process shall be The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, in the County of New Castle, and thereafter shall be such or such other place and person as any Managing Director may designate.

Section 1.4 Operating Agreement. For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Members executing this Agreement agree to the terms and conditions of this Agreement, as it may from time to time be amended. It is the express intention of the parties that this Agreement shall be the sole statement of agreement among them, and, except to the extent a provision of this Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Treasury Regulations or is expressly prohibited or ineffective under the Act, this Agreement shall govern even when inconsistent with or different from the provisions of the Act or any other law or rule. To the extent any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible in order to make this Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make valid any provision of this Agreement that was formerly invalid, such provision shall be considered to be a part of this Agreement from and after the date of such interpretation or amendment.

Section 1.5 Business. The nature of the business or purpose to be conducted or promoted is to engage in any act or activity for which limited liability companies may be organized under the Act.

Section 1.6 Term. The term of the Company commenced upon December 4, 1996, and, unless the Company is earlier dissolved pursuant to the provisions of this Agreement, shall continue until December 4, 2026. Such term may be changed by an amendment to this Agreement and the Certificate of Formation adopted in accordance with Section 12.1.

Section 1.7 Definitions. The following terms shall have the meanings set forth below for purposes of this Agreement:

(a) "Accounting Period" shall mean the period beginning on the 1st of January and ending on the 31st of December, provided however, that the first Accounting Period shall commence on the date of formation of the Company and shall end on December 31, 1996; and provided, further, that a new Accounting Period shall commence on any date on which an Additional or Substituted Member is admitted to the Company or a Member ceases to be a Member for any reason and that the financial results of any partial calendar month during an

Accounting Period shall be pro-rated to the number of days of such month that such Member was a Member of the Company.

(b) "Act" shall have the meaning provided in Section 1.1.

(c) "Additional Member" shall mean a Member admitted as a Member after the date this Agreement becomes effective pursuant to Section 2.3.

(d) "Affiliate" shall mean any Person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with a Member or a Managing Director. For purposes of the preceding sentence, the term "control" shall mean with respect to a corporation or limited liability company the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled Persons.

(e) "Assignee" shall mean a transferee of Shares who has not been admitted as a Substitute Member.

(f) "Balance Sheet" shall mean a balance sheet of the Company to be prepared for each Accounting Period in accordance with generally accepted accounting principles or in such other manner as the Managing Directors may mutually determine from time to time.

(g) "Book Value" of an asset shall mean the adjusted basis of that asset for federal income tax purposes, except that:

(i) The initial Book Value of any asset contributed by a Member to the Company shall be the fair market value of such asset at the time of contribution, as mutually determined by the Managing Directors.

(ii) In the discretion of the Managing Directors, the Book Value of all Company assets may be adjusted to equal their respective fair market values, as mutually determined by the Managing Directors, as of the following times: (i) the acquisition of Additional Shares of the Company by any new or existing Member in exchange for more than a de minimis capital contribution; and (ii) the distribution in-kind by the Company to a Member of more than a de minimis amount, unless all Members receive simultaneous distributions of undivided interests in the distributed property in proportion to their interests in the Company or such assets are distributed ratably to all Members in proportion to their interests in the Company.

(iii) The Book Value of Company assets shall be increased or decreased to the extent required under Treasury Regulations Section 1.704-1(b)(2)(iv)(m) in the event that the adjusted tax basis of Company assets are adjusted pursuant to Code Sections 732, 734 or 743.

(iv) The Book Value of Company assets shall be adjusted by the depreciation, amortization, or other cost recovery deductions, if any, taken into account by the Company with respect to such assets in computing Net Income or Net Loss.

(h) "Capital Accounts"

(a) The Capital Account of a Member shall mean an amount equal to the Member's Contributions to the Company increased by allocations of Net Income (and items thereof) to the Member and decreased by allocations of Net Loss (and items thereof) to the Member and distributions to the Member.

(b) For purposes of this Agreement, if an event occurs which causes an adjustment to the Book Value of any Company asset, the Capital Accounts of the Members shall be adjusted based on the Book Value as adjusted, and the difference between each continuing Member's Capital Account, as adjusted, and such Member's Capital Account prior to adjustment shall be treated as that Member's allocable share of the Company's unrealized income, gain, loss or deduction under Treasury Regulation Section 1.7041(b)(2)(iv)(f)(2).

(i) "Certificate of Formation" shall have the meaning provided in Section 1.1.

(j) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(k) "Consent" shall mean the unanimous prior written consent of the Members or Managing Directors, as applicable.

(l) "Cumulative Net Income" shall mean the amount, if any, of Net Income in excess of Net Loss computed for any period commencing from the date of this Agreement and ending on a date that is subsequent to the date of this Agreement.

(m) "Cumulative Net Loss" shall mean the amount, if any, of Net Loss in excess of Net Income computed for any period commencing from the date of this Agreement and ending on a date that is subsequent to the date of this Agreement.

(n) "Dissolution Event" shall have the meaning provided in Section 11.1.

(o) "Initial Contribution" shall have the meaning provided in Section 3.1.

(p) "Initial Members" shall have the meaning provided in Section 2.1.

(q) "Majority Consent" shall mean the prior written consent of the Members holding a majority of the Outstanding Shares.

(r) "Managing Directors" shall have the meaning provided in Section 4.1.

(s) "Members" shall mean all Members, including Substitute Members, and Additional Members, but does not include Assignees.

(t) "Net Income or Net Loss" shall mean the net income or loss of the Company for any relevant Accounting Period, determined as of the last day of such period and computed in accordance with federal income tax principles (except as specifically modified below) under the method of accounting elected by the Company for federal income tax purposes. The Net Income or Net Loss of the Company shall be computed, inter alia, by:

(i) including as income or deductions, as appropriate, any tax-exempt income and related expenses that are neither properly included in the computation of taxable income nor capitalized for federal income tax purposes;

(ii) including as a deduction when paid or incurred (depending on the Company's method of accounting) any amount utilized to organize the Company or to promote the sale of (or to sell) an interest in the Company, except that amounts for which an election is properly made by the Company under Section 709(b) of the Code shall be accounted for as provided therein;

(iii) including as a deduction any losses incurred by the Company in connection with the sale or exchange of property notwithstanding that such losses may be disallowed to the Company for federal income tax purposes under the related party rules of Code Sections 267(a)(1) or 707(b); and

(iv) calculating the gain or loss on disposition of Company assets and the depreciation, amortization, or other cost recovery deductions, if any, with respect to Company assets by reference to their Book Value rather than their adjusted tax basis.

3.3. (u) "Operating Expenses Contributions" shall have the meaning provided in Section

(v) "Option Notice" shall have the meaning provided in Section 9.4.

(w) "Person" shall mean a natural person, partnership (whether general or limited and whether domestic or foreign), company, foreign limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or representative capacity.

(x) "Right of First Refusal Shares" shall have the meaning provided in Section 9.4.

(y) "Shares" shall have the meaning provided in Section 2.2.

(z) "Substitute Member" shall mean an Assignee who has been admitted to all the rights of membership pursuant to this Agreement.

(aa) "Tax Matters Partner" means the Member appointed pursuant to the provisions of Section 6.6 to serve as the "tax matters partner" of the Company for purposes of Sections 6221-6233 of the Code. Initially, the Tax Matters Partner shall be James J. Herbst.

(bb) "Transferring Member" shall have the meaning provided in Section 9.4.

(cc) "Treasury Regulations" means regulations issued pursuant to the Code.

ARTICLE II MEMBERSHIP

Section 2.1 Initial Members. The Initial Members of the Company are set forth on Exhibit A attached ("Initial Members"), each of whom is admitted to the Company as a Member as of the commencement of the term of the Company.

Section 2.2 Company Shares. Ownership of the Company shall be divided into and represented by shares of the Company ("Shares") in such amounts as may be outstanding from time to time. Unless increased or decreased by Majority Consent, the total number of Shares of the Company authorized for issuance shall be limited to 10,000 Shares, 1,000 of which have been issued to the Initial Members pursuant to Section 3.2.

Section 2.3 Additional Members. Subject to the availability of authorized but unissued Shares pursuant to Section 2.2, additional Shares may be issued to such Persons, who may be admitted to the Company as Additional Members upon such terms and conditions as the Managing Directors may mutually determine, pursuant to their Consent.

Section 2.4 Admission of Substitute Members. An Assignee of Shares may be admitted as a Substitute Member and admitted to all the rights of the Member who assigned the Shares only with Majority Consent. If so admitted, the Substitute Member shall have all the rights and powers and will be subject to all the restrictions and liabilities of the Member who originally assigned the Shares.

Section 2.5 Resignation or Withdrawal of a Member. Except as otherwise expressly provided in this Agreement, no Member shall have the right to resign or withdraw from membership in the Company or withdraw any interest in the capital of the Company or in such Member's Capital Account without Majority Consent.

ARTICLE III CONTRIBUTIONS TO CAPITAL

Section 3.1 Initial Contribution. Contemporaneously with the execution of the original Agreement, each Initial Member shall make such cash or other contributions ("Initial Contributions") as are set forth on Exhibit A attached.

Section 3.2 Issuance of Shares. The Initial Members shall be issued that number of Shares set forth opposite their respective names on Exhibit A.

Section 3.3 Additional Share Issuance. The Board may authorize the issuance and sale of up to an additional 9,000 Shares, and such number and type of other securities of the Company as the Board may determine, upon such terms and for such consideration as the Board shall deem appropriate in connection with any such issuance and sale of Shares or other securities.

Section 3.4 Limited Right of First Refusal. The following provisions shall apply solely with respect to any offering of Shares of the Company to any Member(s) ("Member Offering") and shall have no application, whatsoever to the issuance and sale of Shares to non-Members. In the event of any Member Offering, all Members shall have a right of first refusal to purchase an

amount of any Shares which the Company proposes to sell sufficient to maintain each such Member's proportionate beneficial ownership interest in the Company, with a right of oversubscription. If the Company wishes to make any such Member Offering, it shall give the Members written notice of the proposed sale. The notice shall set forth the material terms and conditions of the proposed sale and shall constitute an offer to sell such Shares to the Members on such terms and conditions. Any Member may accept such offer by delivering a written notice of acceptance to the Company within ten (10) days after receipt of the Company's notice of the proposed sale, and may elect to exercise its right of oversubscription by indicating the number of oversubscription Shares such Member would like to purchase in the notice. Any member exercising its right of first refusal shall be entitled to participate in the purchase of such Shares on a pro rata basis to the extent necessary to maintain such Member's proportionate beneficial ownership interest in the Company. For purposes of this Section 3.4, a Member's beneficial ownership interest in the Company shall be the percentage obtained by dividing the number of Shares then held by such Member by the number of Shares outstanding. If the Members who exercise their oversubscription right (the "Subscribing Members") subscribe as a group for more than the total number of Shares proposed to be issued, then the Subscribing Members, as a group, will be entitled to purchase only up to the total number of Shares proposed to be issued, pro rata among the Subscribing Members, according to the number of Shares then held by each Subscribing Member. If any Member who elects to exercise its right of first refusal (or its right of first refusal and oversubscription right) does not complete the purchase of such securities within five (5) days after delivery of its written notice of acceptance to the Company, the Company may complete the sale of such Shares on the terms and conditions specified in the Company's notice first to the Subscribing Members and second to Persons other than the Members.

ARTICLE IV MANAGEMENT

Section 4.1 Managing Directors. The Company will be managed by two (2) Managing Directors who will be appointed by the Initial Members as their respective representatives ("Managing Directors"). Each Initial Member shall be entitled to appoint, and to remove and replace with or without cause at their sole and absolute discretion, one (1) Managing Director. The initial Managing Directors shall be James J. Herbst and Hope B. Herbst. No Managing Director shall be entitled to receive any compensation for services rendered as a Managing Director of the Company without the Consent of the Members. Notwithstanding the foregoing, Majority Consent, or the vote of the Members holding such greater percentage of Shares as may be provided in this Agreement or by law, shall be required and shall govern with respect to any action to be taken by the Company for which the approval of the Members is required either as expressly provided in this Agreement or by law.

Section 4.2 Authority of the Managing Directors.

(a) The overall business of the Company will be managed by the Managing Directors directly or through such agents of the Company as the Managing Directors may appoint in accordance with the terms of this Agreement. The day to day management of the Company shall be conducted by James J. Herbst. Included among the tasks which shall be performed by James J. Herbst are strategic planning, conducting feasibility studies with respect to projects,

negotiating project financing, marketing, project development, project leasing and sales and any and all activities expressly permitted by a written business plan or plans adopted with the Consent of the Managing Directors. No individual Member will purport to act on behalf of the Company, either as a Member or as an agent of the Company unless, and then only to the extent, authorized to do so by the Consent of the Managing Directors.

(b) Notwithstanding, the provisions of Section 4.2(a) above, the following acts of management of the Company shall require the Consent of the Managing Directors.

(i) decisions with respect to business purpose and overall strategy of the Company;

(ii) any contractual commitment (or aggregated commitments) not in the ordinary course of business and/or greater than \$10,000 or such other amount as may be determined from time to time pursuant to the Consent of the Managing Directors;

(iii) selection and termination of the Company's agents;

(iv) any written agreement for the employment of any agent of the Company;

(v) the incurring of any expenditure or indebtedness of the Company in excess of \$10,000;

(vi) Company distributions;

(vii) decisions with respect to the issuance and sale of additional Shares pursuant to Section 2.3;

(viii) Company transactions with any Member or any Managing Director;

(ix) determination of the fair market value of the Company's assets pursuant to this Agreement;

(x) winding up and dissolving the Company in accordance with Section 11.3.

(xi) acquiring or causing the Company to acquire, directly or indirectly, (i) any real property, (ii) any investment in any entity; or (iii) any personal property with a purchase price in excess of \$10,000 in one transaction or a series of related transactions;

(xii) selling, assigning, exchanging, hypothecating, encumbering or otherwise transferring all or any portion of the Company's assets (other than incidental sales of personal property in the ordinary course of the trade or business of the Company);

(xiii) obtaining, increasing, modifying, consolidating, replacing or extending, or causing the Company to obtain, increase, modify, consolidate, replace or extend, any loan or other obligation, whether unsecured or secured, affecting the Company;

(xiv) causing or permitting the Company to extend credit or to make any loans or become a surety, guarantor, endorser or accommodation endorser for any person or entity;

(xv) entering into any contract except for (i) any contracts previously approved in any applicable written business plan or budget adopted with the Consent of the Managing Directors, (ii) any contracts obligating the Company to pay less than \$10,000, or (iii) any contract or agreement that is terminable without cause for any reason whatsoever within thirty (30) days and does not obligate the Company to pay more than \$10,000;

(xvi) approving an annual business plan including, without limitation, the budget contained therein;

(xvii) establishing any reserves or reducing and/or increasing the amount of any reserves established by the Company;

(xviii) entering into any transaction which constitutes an offering of a security under any state and/or federal securities laws;

(xix) instituting, defending, waiving, settling, releasing, and/or compromising any litigation affecting the Company and/or assets thereof if the amount at issue exceeds \$10,000, other than any unlawful detainer action arising in the ordinary course of the trade or business of the Company;

(xx) confessing a judgment against the Company or submitting a claim made by or against the Company to arbitration;

(xxi) doing any act which would make it impossible or unreasonably burdensome to carry on the business of the Company;

(xxii) possessing property of the Company other than in the name of the Company

(xxiii) causing or permitting the Company to engage in any business or activity outside the scope of the Company's business;

(xxiv) entering into any contract with an Affiliate of a Member or a Managing Director, or with respect to any such contract, making any amendment, modification or rescission thereof; declaring a default thereunder; instituting, settling, or compromising a claim with respect thereto; waiving any rights of the Company against the other party thereto; or consenting to the assignment of any rights or the delegation of any duties by the other party thereto;

(xxv) any amendment of this Agreement;

(xxvi) the determination of a new or additional place of business for the Company; or

(xxvii) doing any act in contravention of this Agreement.

(c) The Company shall maintain an interest bearing checking and savings account and such other bank accounts as shall be mutually determined by the Managing Directors. Each Managing Director shall be an authorized signatory on each such account; provided, however, all checks or withdrawals written or made with respect to any such accounts in excess of \$10, 000 shall require the signature of each of the Managing Directors.

ARTICLE V NOTICES

Section 5.1 Notices. Except as otherwise specifically provided herein or required by law, all notices required to be given pursuant to this Agreement shall be in writing and may in every instance be effectively given by hand delivery (including use of a delivery service), by depositing such notice in the mail, postage prepaid, or by sending such notice by prepaid telegram, telex, overnight express courier, mailgram or facsimile. Any such notice shall be addressed to the person to whom notice is to be given at such person's address as it appears on the records of the Company. The notice shall be deemed given (i) in the case of hand delivery, when received by the person to whom notice is to be given or by any person accepting such notice on behalf of such person, (ii) in the case of delivery by mail, two (2) business days following deposit in the mail, (iii) in the case of delivery by overnight express courier, on the first business day after such notice is dispatched, and (iv) in the case of delivery via telegram, telex, mailgram, or facsimile, when dispatched.

Section 5.2 Waiver of Notice. Whenever any notice is required to be given under the provisions of the Act, the Certificate of Formation or this Agreement, a waiver thereof in writing, signed by the Person or Persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VI ACCOUNTING AND RECORD

Section 6.1 Financial and Tax Reporting. The Company shall prepare its financial statements in accordance with accounting principles mutually approved and adopted by the Consent of the Managing Directors, and shall prepare its income tax information returns using such methods of accounting and tax year as the Managing Directors shall mutually deem necessary or appropriate under the Code and Treasury Regulations.

Section 6.2 Supervision: Inspection of Books. Proper and complete books of account and records of the business of the Company shall be kept at the Company's principal place of business and at such other place as designated by the Managing Directors. Such books and records shall be open to inspection, audit and copying by any Member, or such Member's designated representative, upon reasonable notice at any time during business hours for any purpose reasonably related to the Member's interests in the Company. Any information so obtained or copied shall be kept and maintained in strictest confidence except as required by law.

Section 6.3 Reliance on Records and Books of Account. Any Member shall be fully protected in relying in good faith upon the records and books of account of the Company and upon such information, opinions, reports or statements presented to the Company by its Members, Managing Directors, agents, employees or committees, or by any other Person, as to matters the Member reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

Section 6.4 Annual Reports. The annual financial statements of the Company shall be transmitted to the Members within ninety (90) days after the end of each Accounting Period or within such other time period as may be established pursuant to the Consent of the Managing Directors.

Section 6.5 Tax Returns. The Managing Directors shall, within ninety (90) days after the end of each Accounting Period, cause to be filed a federal income tax information return and transmit to each Member a schedule showing such Member's share of the Company's income, deductions and credits, and all other information with respect to the Company which is necessary for each Member to prepare and file their tax returns. The Managing Directors similarly shall cause to be filed, and provide Company information to the Members regarding, all appropriate state and local income tax returns.

Section 6.6 Tax Matters for the Company Handled by Tax Matters Partner. The Managing Directors shall from time to time cause the Company to make such tax elections as they deem to be in the best interests of the Company and the Members. The Tax Matters Partner shall represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities and all administrative and/or judicial proceedings by the Internal Revenue Service or any government authority involving any return of the Company, and may expend the Company's funds for professional services and costs associated therewith. Without limiting the powers which the Tax Matters Partner may exercise, the Tax Matters Partner shall have the authority to do any of the following: (a) enter into a settlement agreement with the Internal Revenue Service which binds the Members; (b) file a petition as contemplated in Section 6226(a) or 6228 of the Code; (c) intervene in any action as contemplated in Section 6226(b)(5) of the Code; (d) file any request contemplated in Section 6227(b) of the Code; or (e) enter into an agreement extending the period of limitations as contemplated in Section 6229(b)(1)(B) of the Code. If for any reason the Tax Matters Partner can no longer serve in that capacity, the Managing Directors may designate another Member to be Tax Matters Partner.

ARTICLE VII ALLOCATIONS

Section 7.1 Allocation of Net Income or Net Loss.

(a) After giving effect to the special allocations set forth in Sections 7.4, Net Income or Net Loss, or items of income, gain, loss or deduction included in the determination of Net Income or Net Loss, for each Accounting Period shall be allocated to the Members as follows:

(i) Net Income (or, to the extent necessary, items of income or gain) for the Accounting Period shall be allocated as follows:

a) first, among the Members to whom Cumulative Net Loss allocated under this Agreement exceeds Cumulative Net Income allocated under this Agreement in proportion to their ownership of Shares until such Members have been allocated Cumulative Net Income under this subparagraph equal to the Cumulative Net Loss previously allocated to them under subparagraph (ii) below; and

b) thereafter, among all Members in proportion to their ownership of Shares

(ii) Net Loss (or, to the extent necessary, items of loss or deduction) for the Accounting Period shall be allocated as follows:

a) first, among the Members with positive Capital Account balances in proportion to their ownership of Shares until their respective Capital Account balances are reduced to zero; and

b) thereafter, among all Members in proportion to their ownership of Shares.

(b) Items of income, gain, loss or deduction shall include each item which is included in the determination of Net Income or Net Loss under this Agreement, and in the event that it is necessary to allocate items of income, gain, loss or deduction to any Member under Section 7.1(a), the allocations shall be made in such a fashion as to cause the Members to have the same percentage allocation of all items of income, gain, loss or deduction.

Section 7.2 Time of Allocations. The Net Income or Net Loss of the Company for each Accounting Period shall be allocated to the Members at the end of the Accounting Period in accordance with the provisions of Section 7.1.

Section 7.3 Partnership Tax Treatment. The Members expect and intend that the Company shall be treated as a partnership for all federal income tax purposes and each Member agrees that it (i) will not on any federal, state, local or other tax return take a position, and shall not otherwise assert any position inconsistent with such expectation and intent; or (ii) do any act or thing that could cause the Company to be treated as other than a partnership for federal income tax purposes.

Section 7.4 Special Allocations. Notwithstanding Section 7.1, the following special allocations shall be made prior to making any allocations under Section 7.1:

(a) Nonrecourse Deductions (as defined in Treasury Regulation Section 1.704-2(i)(2)) for any Accounting Period shall be allocated in the manner required under Treasury Regulation Section 1.704-2(i)(1).

(b) Nonrecourse Deductions (as defined in Treasury Regulation Section 1.7042(b)(1), other than Nonrecourse Deductions) for any Accounting Period shall be allow to the Members in proportion to their ownership of Shares.

(c) In any hunting Period in which there is a decrease in Nonnecourse Debt Minimum Gain (determined in accordance with Treasury Regulation Section 1.704-2(i)(3)), there shall be a chargeback of income and gain for such Accounting Period (and, if necessary, subsequent Accounting Periods) in accordance with Treasury Regulation Section 1.704-2(i)(4) (and all related Sections).

(d) In any Accounting Period in which there is a decrease in Minimum Gain (as defined in Treasury Regulation Section 1.704-2(d)(1)), there shall be a chargeback of income and gain for such Accounting Period (and, if necessary, subsequent Accounting Periods) in accordance with Treasury Regulation Section 1.704-2(f) (and all related Sections).

Section 7.5 Allocations Under Section 704(c) of the Code. Any difference between taxable income or loss and Net Income or Net Loss which is attributable to a difference between the adjusted basis of property for federal income tax purposes and the Book Value of that property, whether occurring as a result of such property having been contributed to the Company in-kind or having been revalued, shall be allocated to the Member who contributed the property or who was credited or charged with the unrealized income, gain, loss or deduction, in such manner as the Managing Directors mutually determine to be necessary to be consistent with the principals of Code Section 704(c).

ARTICLE VIII DISTRIBUTIONS

Section 8.1 All Distributions Discretionary. Except as provided in Section 11.5, the Company, after establishing adequate reserves, shall make distributions to Members upon the Consent of the Managing Directors.

Section 8.2 Distributions of Cumulative Net Income. All authorized distributions to Members of Cumulative Net Income shall be made in proportion to their ownership of Shares.

Section 8.3 Other Distributions. Except as provided in Section 11.5 hereof, all distributions by the Company which do not represent distributions of Cumulative Net Income shall be made to the holders of Shares in proportion to their respective positive Capital Account balances until such balances are reduced to zero, and then among all Members in proportion to their ownership of Shares.

Section 8.4 Distributions in Kind. All distributions shall be made in cash or cash equivalents unless distribution of assets in fond is approved by Majority Consent.

Section 8.5 No Other Withdrawals. Except as provided in this Article VIII and in Section 11.5, no withdrawals or distributions shall be required or permitted.

ARTICLE IX TRANSFER OF SHARES

Section 9.1 Transfer. Any Member or Assignee may transfer, sell, encumber, mortgage, assign or otherwise dispose of any portion of its Shares only if (i) all of the provisions of this Article IX shall have been complied with, (ii) the proposed transferee shall have agreed in writing to assume all of the obligations of the transferor Member or Assignee with respect to the Shares (including the obligations imposed hereunder as a condition to any transfer), and (iii) the Company shall have concluded (which conclusion may be based upon an opinion of counsel satisfactory to it) that such assignment or disposition would not (A) result in a violation of the Securities Act of 1933, as amended, or any other applicable statute of any jurisdiction, (B) result in a termination of the Company for federal or state income tax purposes or result in the Company being taxed as a corporation for federal income tax purposes, or (C) result in a violation of any law, rule or regulation by the Member, the Assignee, the Company, or the proposed transferee.

Section 9.2 Transfer Void. Any purported transfer, sale, encumbrance, mortgage, assignment, or disposition of Shares in contravention of this Article IX shall be void and of no effect to, on or against the Company, any Member, any creditor of the Company, or any claimant against the Company.

Section 9.3 Rights of Assignees. The Assignee of any Shares has no right to vote or to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive distributions and to be allocated the Net Income and Net Losses attributable to the Shares that have been validly transferred to the Assignee by a Member or another Assignee.

Section 9.4 Right of First Refusal. Each time a Member (the "Transferring Member") proposes to transfer all or any portion of its Shares (or is required by operation of law or other involuntary transfer to do so), except in the case of a transfer to an Affiliate, the Transferring Member shall first offer such Shares to the non-transferring Members in accordance with the following provisions:

(a) Such Member shall deliver a written notice ("Option Notice") to the Company and the other Members stating (i) such Member's bona fide intention to transfer such Shares, (ii) the Shares to be transferred (the "Right of First Refusal Shares"), (iii) the purchase price and terms for which the Transferring Member proposes to transfer such Shares and (iv) the name and address of the proposed transferee.

(b) During the sixty (60) days following receipt of the Option Notice, the nontransferring Members shall have the right, but not the obligation, to elect to purchase the Right of First Refusal Shares upon the price and terms designated in the Option Notice. If the Option Notice provides for the payment of non-cash consideration, such purchasing Members each may elect to pay the consideration in cash equal to the good faith estimate of the present fair market value of the non-cash consideration offered as is mutually determined by the Managing Directors pursuant to their Consent. During the sixty (60) days following receipt of the Option Notice, each non-transferring Member shall notify the Company in writing of its desire to

purchase a portion of the Right of First Refusal Shares. The failure of any Member to submit a notice within the sixty (60) day period shall constitute an election on the part of that Member not to purchase any of the Right of First Refusal Shares which may be so transferred. Each Member so electing to purchase shall be entitled to purchase a portion of such Right of First Refusal Shares in the same proportion as its respective ownership of Shares. In the event any Member elects to purchase none or less than all of its pro rata share, then, the other Members may elect to purchase more than their pro rata share.

(c) If the Company and the other Members elect to purchase or obtain, in the aggregate, all of the Right of First Refusal Shares, then the closing of such purchase shall occur within one hundred and twenty (120) days after receipt of the Option Notice and the Transferring Member, the Company and/or the other Members shall execute such documents and instruments and make such deliveries as may be reasonably required to consummate such purchase.

(d) If the non-transferring Members elect not to purchase or obtain, or default in their obligation to purchase or obtain, in the aggregate, all of the Right of First Refusal Shares, then the Transferring Member may transfer the Right of First Refusal Shares to the proposed transferee, providing such transfer (i) is completed within sixty (60) days after the expiration of the Company's and the other Members' right to purchase such Right of First Refusal Shares, (ii) is made on terms no less favorable to the Transferring Member than as designated in the Option Notice, and (iii) complies with Section 9.1. If any Right of First Refusal Shares are not so transferred, the Transferring Member must give notice in accordance with this Section prior to any other or subsequent transfer of such Right of First Refusal Shares.

ARTICLE X INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 10.1 Indemnification of Member. The Company shall, to the fullest extent authorized under the laws of the State of Delaware, as those laws may be amended and supplemented from time to time, indemnify any Managing Director who is made, or is threatened to be made, a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of being such a Managing Director or, at the Company's request, a director or officer of another entity; provided, however, that the Company shall indemnify any such agent in connection with a proceeding initiated by such agent only if such proceeding was authorized under this Agreement. The indemnification provided for in this Article X shall: (i) not be deemed exclusive of any other rights to which those indemnified may be entitled under any agreement or vote of the Managing Directors or of the Members or otherwise, both as to action in their official capacities and as to action in another capacity while holding such office, (ii) continue as to a person who has ceased to be a Managing Director, and (iii) inure to the benefit of the heirs, executors and administrators of such a Person. The Company's obligation to provide indemnification under this Article X shall be offset to the extent of any other source of indemnification or any otherwise applicable insurance coverage under a policy maintained by the Company or any other Person.

Section 10.2 Expenses. incurred by a Managing Director in defending a civil or criminal action, suit or proceeding by reason of the fact that he is or was a Managing Director (or was

serving at the Company's request as a director or officer of another entity) shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Managing Director to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Company as authorized by applicable law. Notwithstanding the foregoing, the Company shall not be required to advance such expenses to a Managing Director who is a party to an action, suit or proceeding brought by the Company and approved by a majority of the Members that alleges willful misappropriation of assets by such Managing Director, disclosure of confidential information in violation of such Managing Director's fiduciary or contractual obligations to the Company, or any other willful and deliberate breach in bad faith of such Managing Director's duty to the Company or its Members.

Section 10.3 Contract. The foregoing provisions of this Article X shall be deemed to be a contract between the Company and each Managing Director, and any repeal or modification hereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

Section 10.4 Indemnification of Others. The Managing Directors in their mutual discretion and upon their Consent shall have power on behalf of the Company to indemnify any other person, including a Member, made a party to any action, suit or proceeding by reason of the fact that such Person is or was acting as an agent of the Company.

Section 10.5 Insurance. Upon the Consent of the Managing Directors, each Managing Director shall have power to purchase and maintain insurance on behalf of the Company, one or more of the Managing Directors, employees or agents of the Company and any other indemnitees at the expense of the Company, against any liability asserted against or incurred by them in any such capacity whether or not the Company would have the power to indemnify such Persons against such liability under the provisions of this Agreement.

Section 10.6 Limitation of Liability. Notwithstanding anything to the contrary herein contained, the debts, obligations and liabilities of the Company shall be solely the debts, obligations and liabilities of the Company; and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member of the Company.

ARTICLE XI TERMINATION

Section 11.1 Termination. The Company shall be dissolved, its assets disposed of and its affairs wound up upon the first to occur of the following ("Dissolution Event"):

- (a) the expiration of its stated term;
- (b) the written consent of the Members holding a majority of the Shares;
- (c) The death, insanity, expulsion, bankruptcy or dissolution of a Member, and the failure of Members holding a majority of the Shares that remain to consent to continue the

business of the Company within ninety (90) days following the occurrence of any such event, pursuant to Section 11.2; or

- (d) the entry of a decree of judicial dissolution under the Act.

Section 11.2 Continuance of the Company. Notwithstanding the foregoing provisions of Section 11.1, upon the occurrence of a Dissolution Event, the remaining Members shall have the right to avoid dissolution of the Company and elect to continue the business of the Company on the same terms as this Agreement. Such right can be exercised by the vote of the remaining Members holding a majority of the Shares to continue the business of the Company within ninety (90) days after the occurrence of a Dissolution Event. Expenses incurred in the continuance of the Company shall be deemed expenses of the Company.

Section 11.3 Authority to Wind Up. Upon the termination of the Company pursuant to the provisions of Section 11.1, the Managing Directors shall have all necessary power and authority required to marshal the assets of the Company, to pay its creditors, to distribute assets and otherwise wind up the business and affairs of the Company. In particular, the Managing Directors shall have the authority to continue to conduct the business and affairs of the Company insofar as such continued operation remains consistent, in the judgment of the Managing Directors, with the orderly winding up of the Company.

Section 11.4 Winding Up and Certificate of Cancellation. The winding up of the Company shall be completed when all debts, liabilities and obligations of the Company have been paid and discharged or reasonable adequate provision therefore has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, a Certificate of Cancellation shall be filed with the Delaware Secretary of State.

Section 11.5 Distribution of Assets. Upon dissolution and winding up of the Company, the affairs of the Company shall be wound up and the Company liquidated by the Managing Directors. The assets of the Company shall be distributed as follows:

- (a) first, to creditors of the Company in the order of priority provided by law;
- (b) thereafter, to the Members in proportion to their ownership of Shares.

ARTICLE XII MISCELLANEOUS

Section 12.1 Amendment. Any provision of this Agreement or the Certificate of Formation may be amended only by the unanimous consent of the Members.

Section 12.2 Further Assurance. The parties agree to execute and deliver any further instruments or documents and perform any additional acts that are or may become necessary to effectuate and carry on the Company created by this Agreement.

Section 12.3 Binding Effect. Subject to the restrictions on transfer set forth in Article IX, this Agreement shall be binding on and inures to the benefit of the Members and their respective transferees, successors, assigns and legal representatives.

Section 12.4 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among Delaware residents entered into and to be performed entirely within Delaware without regard to principles of conflicts of laws.

Section 12.5 Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter herein.

Section 12.6 Counterparts. This Agreement may be executed in one or more counterparts with the same force and effect as if each of the signatories had executed the same instrument.

Section 12.7 Arbitration of Disputes.

(a) **General.** In the event of any dispute, claim or controversy among the parties arising out of or relating to this Agreement or the Certificate of Formation, whether in contract, tort, equity or otherwise, and whether relating to the meaning, interpretation, effect, validity, performance or enforcement of this Agreement or the Certificate of Formation, such dispute, claim or controversy shall be resolved by and through an arbitration proceeding to be conducted under the auspices and the commercial arbitration rules of the American Arbitration Association (or any like organization successor thereto) at Los Angeles, California. The arbitrability of the dispute, claim or controversy shall likewise be determined in the arbitration. The arbitration proceeding shall be conducted in as expedited a manner as is then permitted by the commercial arbitration rules (formal or informal) of the American Arbitration Association. The number and selection of arbitrator(s) shall be in accordance with the rules prescribed above, except that (i) each arbitrator selected shall be neutral and familiar with the principal subject matter of the issues to be arbitrated, (ii) the testimony of witnesses shall be given under oath, and (iii) depositions and other discovery may be ordered by the arbitrator(s). Both the foregoing agreement of the parties to arbitrate any and all such disputes, claims and controversies, and the results, determinations, findings, judgments and/or awards rendered through any such arbitration shall be final and binding on the parties and may be specifically enforced by legal proceedings in any court of competent jurisdiction.

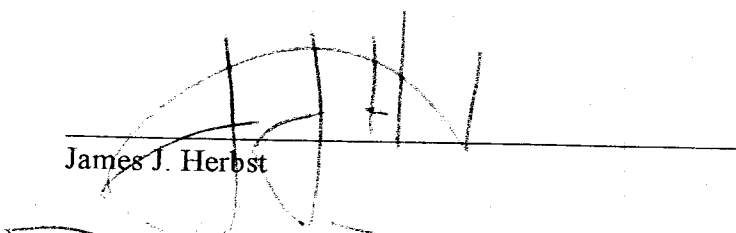
(b) **Governing Law.** The arbitrator(s) shall follow any applicable federal law and Delaware state law (with respect to all matters of substantive law) in rendering an award.

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(c) Costs of Arbitration. The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, each party's attorneys' fees and costs), shall be borne by the unsuccessful party or, at the discretion of the arbitrator(s), may be prorated between the parties in such proportion as the arbitrator(s) determines to be equitable and shall be awarded as part of the arbitrator's award.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MEMBERS:






EXHIBIT A

INITIAL MEMBER

MEMBERS	INITIAL CONTRIBUTION	COMPANY SHARES TO BE ISSUED:
James J. Herbst	\$80,000.00	500
Hope B. Herbst	<u>\$80,000.00</u>	<u>500</u>
Total:	<u>\$160,000.00</u>	<u>1,000</u>

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, November 20, 2015. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	FAMILLE HOLDINGS, L.P.
Entity Number:	199717000017
Date Filed:	06/19/1997
Status:	ACTIVE
Jurisdiction:	DELAWARE
Entity Address:	27675 CHAPALA
Entity City, State, Zip:	MISSION VIEJO CA 92692
Agent for Service of Process:	CT CORPORATION SYSTEM
Agent Address:	*
Agent City, State, Zip:	*

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

* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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Department of State: Division of Corporations

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INFORMATION

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- Submitting a Request
- How to Form a New Business Entity
- Certifications, Apostilles & Authentication of Documents

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number: **2747164** Incorporation Date: **5/2/1997**
Formation Date: (mm/dd/yyyy)

Entity Name: **FAMILLE HOLDINGS, L.P.**

Entity Kind: **Limited Partnership** Entity Type: **General**

Residency: **Domestic** State: **DELAWARE**

REGISTERED AGENT INFORMATION

Name: **THE CORPORATION TRUST COMPANY**

Address: **CORPORATION TRUST CENTER 1209 ORANGE ST**

City: **WILMINGTON** County: **New Castle**

State: **DE** Postal Code: **19801**



Phone: **302-658-7581**

Additional information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Address</p>																
<p>1. Article Addressed to:</p> <p>Famille Holdings, L.P. C/O James J. & Hope B. Herbst 27675 Chapala Mission Viejo, CA 92692</p> <p style="text-align: right;">EP 200-641</p>  <p>9590 9401 0074 5168 3663 06</p>	<p>B. Received by (Printed Name) _____ C. Date of Delivery <u>11-25 15</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below: _____</p>																
<p>2. Article Number (Transfer from service label)</p> <p>7015 0640 0006 1626 4448</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restrict Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restrict Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
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<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation																
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<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	

November 23, 2015

Famille Holdings, L.P.
C/O James J. & Hope B. Herbst
27675 Chapala
Mission Viejo, CA 92692

Re: APN: 949170037-4
TC 200 Item 641
Date of Sale: April 29, 2014

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

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

- | | |
|---|---|
| ___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100 | ___ Copy of Marriage Certificate for |
| ___ Notarized Statement of different/mispelled | ___ Original Note/Payment Book |
| ___ Notarized Statement Giving Authorization to claim on behalf of | <u>X</u> Updated Statement of Monies Owed (as of date of tax sale) |
| ___ Certified Death Certificate for | ___ Articles of Incorporation (if applicable Statement by Domestic Stock) |
| ___ Copy of Birth Certificates for | ___ Court Order Appointing Administrator |
| | ___ Deed (Quitclaim/Grant etc...) |
| | ___ Other - |

Please send in all documents within 30 days (**December 23, 2015**). If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax
jpazicni@RivCoTTC.org

Pazicni, Jennifer

From: james herbst <jherbst9@cox.net>
Sent: Friday, December 18, 2015 11:34 AM
To: Pazicni, Jennifer
Subject: Famille Holdings, LP's Updated Statement of Monies Owed - TC 200 Item 641 (4-29-14 Tax Sale of APN- #949170037-4)
Attachments: Riverside County Treasurer request for updated statement of mon.pdf; Famille's Updated Statement of Monies Owed in connection with 4-29-2014 tax sale of Riverside property.docx
Follow Up Flag: Follow up
Flag Status: Flagged

Hi Jennifer,

Attached are the following documents for your review and records:

- 1.) Famille Holdings, LP's "Updated Statement of Monies Owed" in connection with the excess proceeds (\$355,286.19) from the Riverside County Treasurer-Tax Collector's 4-29-2014 Tax Sale of APN - #949170037-4; and,
- 2.) Your November 23, 2015 letter requesting Famille Holdings, LP's Updated Statement of Monies Owed (as of the date of the tax sale) pertaining to the Riverside County Treasurer-Tax Collector's April 29, 2014 tax sale of APN #949170037-4.

Please let me know if you have any questions or require any additional information from Famille Holdings, LP in order to facilitate and expedite the Riverside County Treasurer-Tax Collector's \$355,286.19 payment to Famille Holdings, LP of the excess proceeds from the Riverside County Treasurer-Tax Collector's 4-29-2014 tax sale of APN #949170037-4.

I can be reached via telephone (949-291-4560) or e-mail (jherbst9@cox.net). Happy Holidays!!

Sincerely,

James J. Herbst
Famille Holdings, LP

December 18, 2015

County of Riverside Treasurer-Tax Collector
Tax Sales Operations Unit – Attn: Jennifer Pazicni
4080 Lemon Street, 4th Floor
Riverside, CA 92502

Re: APN: 949170037-4
TC 200 Item 641
Date of Sale: April 29, 2014

Dear Ms. Jennifer Pazicni:

In 2007 the owner(s) of APN #949170037-4 pledged APN #949170037-4 to Famille Holdings, LP as partial collateral for \$8,000,000 in various loans Famille Holdings, LP funded which the ownerr(s) of APN #949170037-4 later defaulted on. Famille Holdings, LP recorded a senior security interest to APN #949170037-4 at the Riverside County Recorder's Office in 2007.

On March 16, 2015 Famille Holdings, LP submitted all the paperwork and documentation the Riverside County Treasurer-Tax Collector requested and required from Famille Holdings, LP to validate Famille Holdings, LP's senior claim to all the excess proceeds (reported to be \$355,286.19) from the Riverside County Tax Collector's April 29, 2014 tax sale of APN #949170037-4.

Per your request (see attached letter) for Famille Holdings, LP's updated statement of monies owed as of the date of the tax sale, Famille Holdings, LP hereby confirms and warrants the following: The amount of excess proceeds (\$355,286.19) from the April 29, 2014 tax sale of APN #949170037-4, which Famille Holdings, LP submitted its senior claim to the Riverside County Treasurer for on March 16, 2015, is only a fraction of the \$8,000,000+/- that was owed to Famille Holdings, LP at the time of the tax sale and remains owed to Famille Holdings, LP as of today.

Please call me (949-291-4560) or send me an e-mail (jherbst9@cox.net) if you have any additional questions or requests.

Sincerely,

James J. Herbst
Famille Holdings, LP

Pazicni, Jennifer

From: james herbst <jherbst9@cox.net>
Sent: Tuesday, January 19, 2016 5:16 PM
To: Pazicni, Jennifer
Subject: RE: Famille Holdings, LP's Updated Statement of Monies Owed - TC 200 Item 641 (4-29-14 Tax Sale of APN- #949170037-4)

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Jennifer,

Thank you for your prompt return calls and e-mails. I truly appreciate your attention and efforts to finalize this long outstanding matter of Famille Holdings, LP obtaining the \$355,286.19 net proceeds payment owed to Famille Holdings LP in connection with the tax sale of APN #949170037-4 that was completed by the Riverside County Tax Collector 20+ months ago (April 2014).

In response to your e-mail below, Famille Holdings, LP confirms it hasn't received any payment(s) toward the First Deed of Trust and \$2,000,000 Promissory Note owed to Famille Holdings, LP that was recorded and secured by the real property identified as APN #949170037-4 and sold by the Riverside County Tax Collector at an April 2014 tax sale for more than \$500,000. The full \$2,000,000 Promissory Note still remains owed to Famille Holdings, LP in connection with Famille Holdings, LP's First Deed of Trust and \$2,000,000 Promissory Note that was secured APN #949170037-4 and ultimately the \$355,286.19 in excess proceeds from the Riverside County Tax Collector's April 2014 tax sale of APN #949170037-4.

Thank you,

James J. Herbst
Famille Holdings, LP

From: Pazicni, Jennifer [<mailto:JPazicni@RivcoTTC.org>]
Sent: Tuesday, January 19, 2016 9:11 AM
To: 'james herbst' <jherbst9@cox.net>
Subject: RE: Famille Holdings, LP's Updated Statement of Monies Owed - TC 200 Item 641 (4-29-14 Tax Sale of APN- #949170037-4)

Good Morning-

I have a question in regards to your Updated Statement of Money Owed. You claimed that you have an outstanding lien of \$8,000,000 owed but you only included your Deed of Trust and Promissory Note for \$2,000,000. I was able to confirm the \$2,000,000 Deed of Trust with the documents that we pulled as well. So I will only be able to pay on the \$2,000,000 that was recorded. That being said, did you receive any payments towards the \$2,000,000 that is owed to you? And what is the total amount still due and owing from that \$2,000,000? A response to this email with the total amount due will suffice. Please give me the total due even though it is more than the amount of excess proceeds available.

Thank you so much for your continued patience. Once I receive your response, I will finish my recommendation today to send through the approval process. Please let me know if you have any questions.

Thank you,

Jennifer Pazicni
Riverside County Treasurer-Tax Collector's Office
Tax Sale Operations/Excess Proceeds
951 955-3336
jpazicni@RivCoTTC.org

From: james herbst [<mailto:jherbst9@cox.net>]
Sent: Friday, December 18, 2015 11:34 AM
To: Pazicni, Jennifer
Subject: Famille Holdings, LP's Updated Statement of Monies Owed - TC 200 Item 641 (4-29-14 Tax Sale of APN-
#949170037-4)

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- 1.) Famille Holdings, LP's "Updated Statement of Monies Owed" in connection with the excess proceeds (\$355,286.19) from the Riverside County Treasurer-Tax Collector's 4-29-2014 Tax Sale of APN - #949170037-4; and,
- 2.) Your November 23, 2015 letter requesting Famille Holdings, LP's Updated Statement of Monies Owed (as of the date of the tax sale) pertaining to the Riverside County Treasurer-Tax Collector's April 29, 2014 tax sale of APN #949170037-4.

Please let me know if you have any questions or require any additional information from Famille Holdings, LP in order to facilitate and expedite the Riverside County Treasurer-Tax Collector's \$355,286.19 payment to Famille Holdings, LP of the excess proceeds from the Riverside County Treasurer-Tax Collector's 4-29-2014 tax sale of APN #949170037-4.

I can be reached via telephone (949-291-4560) or e-mail (jherbst9@cox.net). Happy Holidays!!

Sincerely,

James J. Herbst
Famille Holdings, LP

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 200 Item 641 Assessment 949170037-4

Assessee: MARIETA LAND 60, LLC

Situs:

Date Sold: April 29, 2014

Date Deed to Purchaser Recorded: June 20, 2014

Final Date to Submit Claim: June 22, 2015

RIVERSIDE COUNTY
TREASURER-TAX COLLECTOR

2015 JAN 20 PM 4: 17

RECEIVED

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 370,025.40 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2003-69192; recorded on 8/27/2003. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

GRANT DEED

NOTICE OF SALE

SALE OF TAX DEFAULTED PROPERTY

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

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

Executed this 13th day of JANUARY, 2015 at ORANGE COUNTY, CA
County, State

[Signature]
Signature of Claimant

Signature of Claimant

JAMES C. GRANULAS, CHAIRMAN OF
CAMP HOMES, MEMBER OF MARIETA LAND 60, LLC

Print Name

Print Name

1105 QUAIL STREET
Street Address

Street Address

NEWPORT BEACH, CA 92660
City, State, Zip

City, State, Zip

949.955.3832
Phone Number

Phone Number

Recording Requested By:
First American Title - NHS

DOC # 2006-0229916 ✓

03/31/2006 08:00A Fee:37.00

Page 1 of 11

Recorded in Official Records
County of Riverside

Larry U. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Croudace & Dietrich
5 Park Plaza, Suite 1150 ✓
Irvine, California 92614
Attn: Debra Dietrich, Esq.

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

APN: 949-170-011

TRA: 024-113

Space Above this Line Reserved for Use by Recorder

GRANT DEED ✓

OHO

37



FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Tien C Gu and Nan In Jang Trustees of the Gu Family 1998 Living Trust ("Grantor"), hereby grants to MURRIETA LAND 60, LLC, a California limited liability company ("Grantee"), all of Grantor's interest in that certain real property located in the County of Riverside, State of California, described in Exhibit "A" attached hereto and incorporated herein by this reference, together with improvements thereon and fixtures affixed thereto and all privileges, easements, tenements and appurtenances thereon or in any way appertaining to such real property (the "Property"). The purpose of this grant deed is to conform with Lot Line Adjustment LL 05-1073 in the County of Riverside, State of California filed as document 2006-0229914 in the records of said County.

SUBJECT TO:

1. General and special real property taxes and assessments for the 2005-2006 fiscal year, a lien not yet delinquent; and
2. Covenants, conditions, restrictions, easements, reservations, rights and rights-of-way and other matters of record or that a current survey of the Property would reveal.

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed, to be effective upon its recordation in the Official Records of Riverside County, California.

Tien C Gu, Trustee of the Gu Family 1998 Living Trust

Nan In Jang, Trustee of the Gu Family 1998 Living Trust

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

EXHIBIT "A" TO GRANT DEED

That certain land situated in the City of Murrieta, County of Riverside, State of California, consisting of an adjustment of Parcel 3 of Parcel Map No. 19724 as shown on a Map recorded in Book 124, Pages 86 and 87 of Parcel Maps, in the Office of the County Recorder of said County, and Lot 3 of Tract No. 31102 as shown on a Map recorded in Book 388, Pages 98 through 100 of Maps in the Office of the County Recorder of said County, more particularly described as follows:

PARCEL A:

LOT 3 OF SAID TRACT No. 31102, TOGETHER WITH THAT PORTION OF PARCEL 3 IN SAID PARCEL MAP 19724 LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 3, SAID POINT BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF LOS ALAMOS ROAD; THENCE LEAVING SAID RIGHT OF WAY LINE S62°25'45"E A DISTANCE OF 465.77 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 3, SAID POINT BEING ON THE NORTHWESTERLY LINE OF SKYPARK ROAD.

SUBJECT TO ANY/ALL EASEMENTS OF RECORD.

CONTAINING 3.22 ACRES MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF.

EXHIBIT "A-1"

LOT LINE ADJUSTMENT LLA 2005-1073

LEGAL DESCRIPTIONS PARCELS A & B

IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA; AN ADJUSTMENT OF PARCEL 3 OF PARCEL MAP No. 19724 AS SHOWN ON A MAP RECORDED IN BOOK 124, PAGES 86 AND 87 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND LOT 3 OF TRACT No. 31102 AS SHOWN ON A MAP RECORDED IN BOOK 386, PAGES 98 THROUGH 100 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

LOT 3 OF SAID TRACT No. 31102, TOGETHER WITH THAT PORTION OF PARCEL 3 IN SAID PARCEL MAP 19724 LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 3, SAID POINT BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF LOS ALAMOS ROAD; THENCE LEAVING SAID RIGHT OF WAY LINE S62°25'45"E A DISTANCE OF 465.77 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 3, SAID POINT BEING ON THE NORTH-WESTERLY LINE OF SKYPARK ROAD.

SUBJECT TO ANY/ALL EASEMENTS OF RECORD.

CONTAINING 3.22 AC MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

PARCEL B:

THAT PORTION OF PARCEL 3 IN SAID PARCEL MAP No. 19724 LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 3, SAID POINT BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF LOS ALAMOS ROAD; THENCE LEAVING SAID RIGHT OF WAY LINE S62°25'45"E A DISTANCE OF 465.77 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 3, SAID POINT BEING ON THE NORTH-WESTERLY LINE OF SKYPARK ROAD.

SUBJECT TO ANY/ALL EASEMENTS OF RECORD.

CONTAINING 1.26 AC MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.


JERALD E. ANHORN JR. P.L.S. 7159

PCA LEGAL NO 170-7-033105



LOT LINE ADJUSTMENT NO. LLA 2005-1073
ADJUSTED PARCELS

12-08-05

PARCEL A

North: 4028.8400 East: 3007.0052
Line Course: S 70-54-37 E Length: 440.07
North: 3884.9158 East: 3422.8747
Curve Length: 149.70 Radius: 460.00
Delta: 18-38-45 Tangent: 75.52
Chord: 149.04 Course: S 61-35-15 E
Course In: S 19-05-23 W Course Out: N 37-44-08 E
RP North: 3450.2123 East: 3272.4324
End North: 3814.0005 East: 3553.9607
Curve Length: 108.88 Radius: 430.00
Delta: 14-30-26 Tangent: 54.73
Chord: 108.58 Course: S 68-23-54 W
Course In: S 14-20-53 E Course Out: N 28-51-19 W
RP North: 3397.4130 East: 3660.5197
End North: 3774.0248 East: 3453.0021
Line Course: S 28-51-19 E Length: 2.79
North: 3771.5812 East: 3454.3486
Curve Length: 228.20 Radius: 405.00
Delta: 32-17-01 Tangent: 117.22
Chord: 225.19 Course: S 43-23-38 W
Course In: S 30-27-51 E Course Out: N 62-44-52 W
RP North: 3422.4929 East: 3659.6833
End North: 3607.9458 East: 3299.6386
Line Course: N 62-25-45 W Length: 465.77
North: 3823.5251 East: 2886.7618
Line Course: N 24-04-58 E Length: 238.74
North: 4041.4844 East: 2984.1811
Line Course: S 41-40-30 E Length: 21.77
North: 4025.2238 East: 2998.6560
Line Course: N 66-35-10 E Length: 9.10
North: 4028.8399 East: 3007.0067

Perimeter: 1665.01 Area: 140,268 sq.ft. 3.22 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0016 Course: S 83-44-41 E
Error North: -0.00017 East: 0.00156
Precision 1: 1,063,713.70

PARCEL B

North: 3823.5244 East: 2886.7607
Line Course: S 62-25-45 E Length: 465.77
North: 3607.9452 East: 3299.6375

Curve Length: 70.62 Radius: 405.00
Delta: 9-59-25 Tangent: 35.40
Chord: 70.53 Course: S 22-15-25 W
Course In: S 62-44-52 E Course Out: N 72-44-17 W
RP North: 3422.4923 East: 3659.6823
End North: 3542.6722 East: 3272.9242
Line Course: S 17-15-43 W Length: 110.02
North: 3437.6078 East: 3240.2768
Line Course: N 62-02-47 W Length: 155.44
North: 3510.4713 East: 3102.9724
Line Course: N 34-37-50 W Length: 380.46
North: 3823.5265 East: 2886.7636

Perimeter: 1182.31 Area: 54,768 sq.ft. 1.26 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0036 Course: N 54-54-37 E
Error North: 0.00205 East: 0.00292
Precision 1: 331,130.14

EXHIBIT "B"
LOT LINE ADJUSTMENT LLA 2005-1073
 (MAP)

OWNERS	EXISTING PARCELS A.P. NUMBERS	PROPOSED PARCELS
MURRIETA LAND 60, LLC	949-170-011	PARCEL A
GU FAMILY 1998 LIVING TRUST	949-170-012	PARCEL B

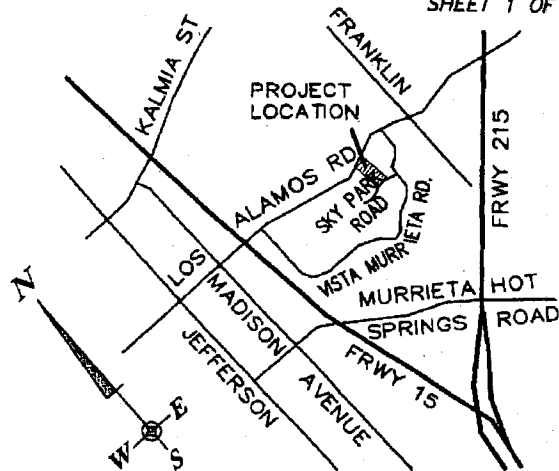
SHEET 1 OF 3

LEGEND

- NEW LOT LINE
- LOT LINE TO REMAIN
- LOT LINE TO REMOVE

This map is for reference only in conjunction with Lot Line Adjustment number LLA-2005-1073 approved by the City of Murrieta on _____. The Lot Line Adjustment will not be effective unless and until the required deeds have been recorded. Authority for recording such deed in accordance with this approval shall expire on the same day of the sixth month following the approval date indicated hereon.

CITY OF MURRIETA
CITY ENGINEER



VICINITY MAP
 NOT TO SCALE

James Elery Kinley
 RCE 34908, Exp 9/30/07
 L.S. 4746, Exp 9/30/07

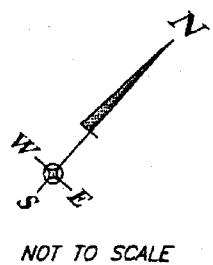
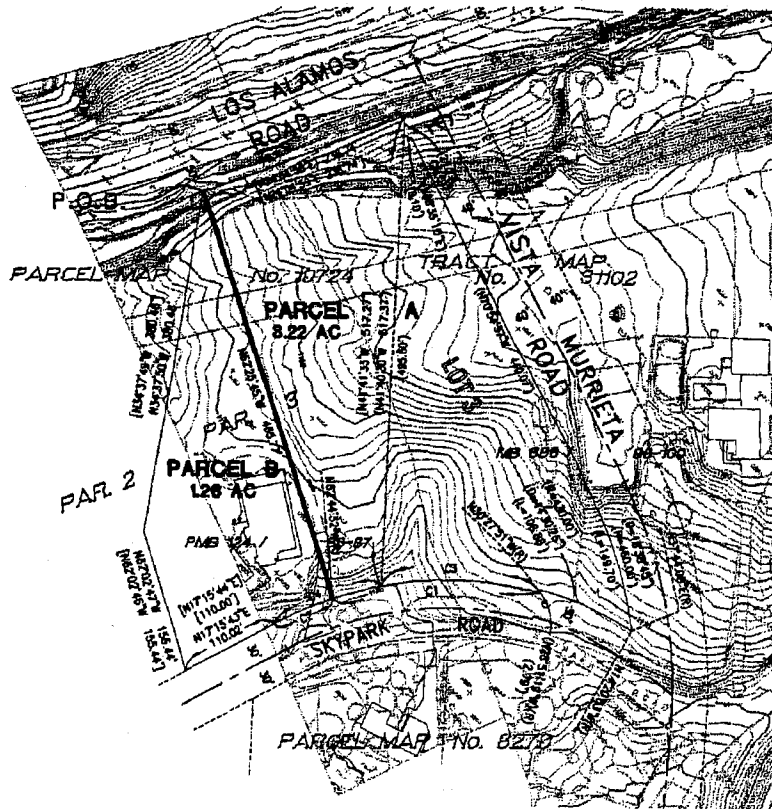


EXHIBIT "B"
LOT LINE ADJUSTMENT LLA 2005-1073
 (MAP)

OWNERS	EXISTING PARCELS A.P. NUMBERS	PROPOSED PARCELS
MURRIETA LAND 60, LLC	949-170-011	PARCEL A
GU FAMILY 1998 LIVING TRUST	949-170-012	PARCEL B

SHEET 2 OF 3

LEGEND

- NEW LOT LINE
- LOT LINE TO REMAIN
- LOT LINE TO REMOVE

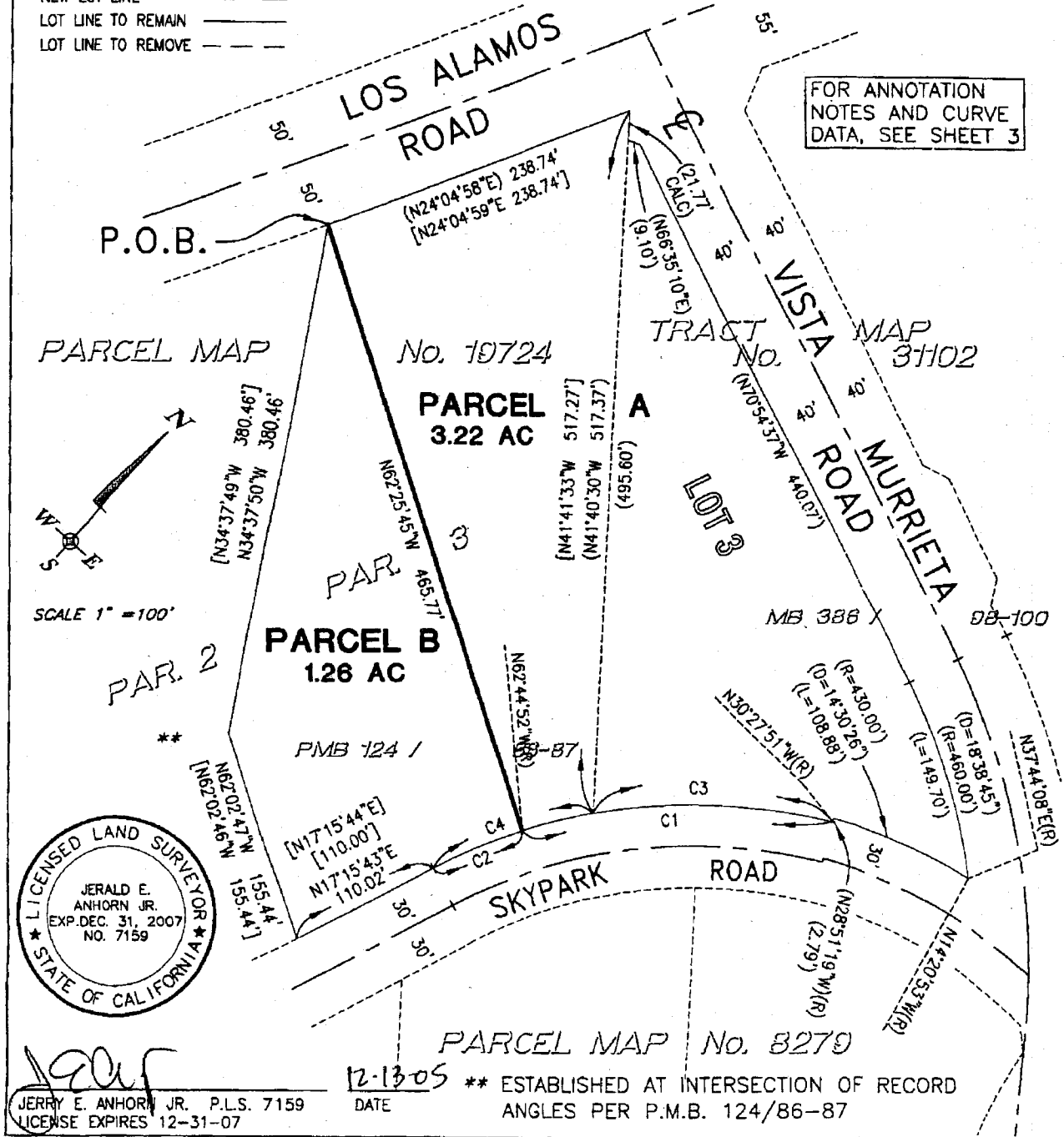


EXHIBIT "B"
LOT LINE ADJUSTMENT LLA 2005-1073
(MAP)

OWNERS	EXISTING PARCELS A.P. NUMBERS	PROPOSED PARCELS
MURRIETA LAND 60, LLC	949-170-011	PARCEL A
GU FAMILY 1998 LIVING TRUST	949-170-012	PARCEL B

SHEET 3 OF 3

ANNOTATION NOTES

ANNOTATION SHOWN THUS (0.00') IS RECORD DATA FROM TRACT MAP 31102, RECORDED IN BOOK 386, PAGES 98-100, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

ANNOTATION SHOWN THUS [0.00'] IS RECORD DATA FROM PARCEL MAP 19724, RECORDED IN BOOK 24, PAGES 86 & 87, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

CURVE DATA

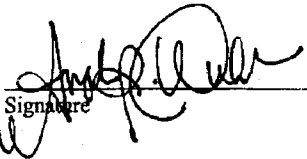
NO.	RADIUS	DELTA	ARC
C1	405.00'	32°17'01"	228.20'
C2	405.00'	09°59'25"	70.62'
C3	(405.00')	24°29'01"	173.06"
C4	[405.00']	17°49'02"	125.94'

(...) INDICATES RECORD DATA PER TR. 31102, BK 386, PGS 98-100
[...] INDICATES RECORD DATA PER P.M.B. 124/86-87

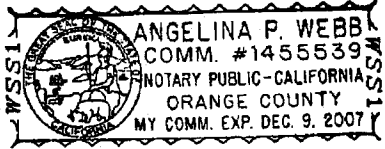
STATE OF California)
) ss.
COUNTY OF Orange)

On September 19, 2005 before me, Angelina P. Webb, Notary Public, appeared Tita C. See and Nam In Jang, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.


Signature

(SEAL)



Document No. _____

Recorded _____

STATEMENT OF TAX DUE AND REQUEST THAT TAX DECLARATION NOT BE MADE A PART OF THE PERMANENT RECORD IN THE OFFICE OF THE COUNTY RECORDER (PURSUANT TO SECTION 11932 REVENUE AND TAXATION CODE)

TO: Recorder
County of Riverside

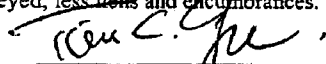
Request is hereby made in accordance with the provisions of the Documentary Transfer Act that the amount of the tax due not be shown on the original document which names:

Grantor: Tien C Gu and Nan In Jang Trustees of the Gu Family 1998 Living Trust


Grantee: Murrieta Land 60, LLC, a California limited liability company

The property described in the accompanying document is located in the County of Riverside, California.

The amount of tax due on the accompanying document is \$ _____, computed on full value of the property conveyed, less liens and encumbrances.



Tien C Gu, Trustee of the Gu Family 1998 Living Trust



Nan In Jang, Trustee of the Gu Family 1998 Living Trust

Note: After the permanent record is made, this form will be affixed to the conveying document and returned with it.

DO NOT RECORD

REC'D SEP 22 2003

DOC # 2003-659192

08/27/2003 08:00A Fee:35.00

Page 1 of 7 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY
First American Title Insurance Company

AND WHEN RECORDED MAIL TO:
Murrieta Land 60, LLC
1105 Quail Street
Newport Beach, CA 92660



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

GRANT DEED

(35)

A.P.N.: 949-170-011-0

T.R.A. No. 024-215

File No.: 0625753305 (jg)

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$592.90; CITY TRANSFER TAX \$0.00;

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; City of Murrieta, and



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Karen Seapy, a married woman as her sole and separate property, as to a one-third interest and James Steven Lawless, Jr., a married man as his sole and separate property, as to a one-third interest and Mary Ann Graham, a married woman as her sole and separate property, as to a one-third interest**

hereby GRANTS to **Murrieta Land 60, LLC**, a California limited liability company

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

Parcel 4 of Parcel Map 19724, as shown by Map on file in Book 124, pages 86 and 87 of Parcel Maps, Records of Riverside County, California.

Dated: 08/15/2003

* signed in counterpart

Karen Seapy
Karen Seapy

Mary Ann Graham

James Steven Lawless Jr.

2003-1-22

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.
}

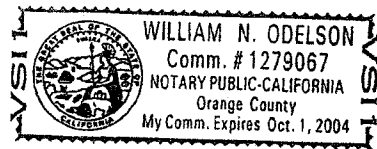
On August 15, 2003 W.O., before
me, WILLIAM N. ODELSON W.O. personally
appeared KAREN SEAPY
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies) and that he/she/they signature(s) on the instrument the person(s) or the
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*This area for official
notarial seal*

Signature [Handwritten Signature]

My Commission Expires: 10/1/04



2003-659192
08/27/2003 08:08A
2 of 7

RECORDING REQUESTED BY
First American Title Insurance Company

AND WHEN RECORDED MAIL TO:
Murrieta Land 60, LLC
1105 Quail Street
Newport Beach, CA 92660

Space Above This Line for Recorder's Use Only

GRANT DEED

A.P.N.: **949-170-011-0**

T.R.A. No. **024-215**

File No.: **0625753305 (jg)**

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX ~~\$502.00~~; CITY TRANSFER TAX \$0.00;

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; City of **Murrieta**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Karen Seapy, a married woman as her sole and separate property, as to a one-third interest and James Steven Lawless, Jr., a married man as his sole and separate property, as to a one-third interest and Mary Ann Graham, a married woman as her sole and separate property, as to a one-third interest**

hereby GRANTS to **Murrieta Land 60, LLC, a California limited liability company**


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

Parcel 4 of Parcel Map 19724, as shown by Map on file in Book 124, pages 86 and 87 of Parcel Maps, Records of Riverside County, California.

Dated: 08/15/2003

Karen Seapy

Mary Ann Graham



James Steven Lawless Jr.

** signed in counterpart*

Mail Tax Statements To: **SAME AS ABOVE**



2003-659192
08/27/2003 08:00A
3 of 7

STATE OF California }
COUNTY OF San Bernardino } ss.

On 18 August 2003, before
me, Robbi Tougas personally
appeared James Steven Lawless Jr.

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

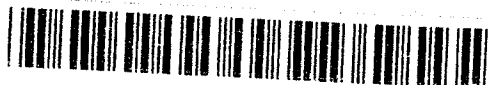
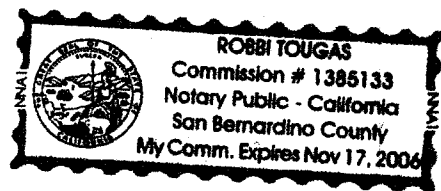
WITNESS my hand and official seal.

This area for official notarial seal

Signature

Robbi Tougas

My Commission Expires: Nov 17 2006



2003-659192
08/27/2003 08:00A
4 of 7

RECORDING REQUESTED BY
First American Title Insurance Company

AND WHEN RECORDED MAIL TO:
Murrieta Land 60, LLC
1105 Quail Street
Newport Beach, CA 92660

Space Above This Line for Recorder's Use Only

GRANT DEED

A.P.N.: **949-170-011-0**

T.R.A. No. **024-215**

File No.: **0625753305 (jg)**

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX ~~\$592.00~~; CITY TRANSFER TAX \$0.00;

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; City of **Murrieta**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Karen Seapy, a married woman as her sole and separate property, as to a one-third interest and James Steven Lawless, Jr., a married man as his sole and separate property, as to a one-third interest and Mary Ann Graham, a married woman as her sole and separate property, as to a one-third interest**

hereby GRANTS to **Murrieta Land 60, LLC, a California limited liability company**

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

Parcel 4 of Parcel Map 19724, as shown by Map on file in Book 124, pages 86 and 87 of Parcel Maps, Records of Riverside County, California.

Dated: 08/15/2003

Karen Seapy

James Steven Lawless Jr.

Mary Ann Graham

Mary Ann Graham

** signed in counterpart*

Mail Tax Statements To: **SAME AS ABOVE**



2003-659132
08/27/2003 08:09A
5 of 7

STATE OF WA }
COUNTY OF King } ss.
}

On August 14, 2003, before me, ELENA B ELLIOTT personally appeared MARY ANN ~~ELLIOTT~~ GRAHAM personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

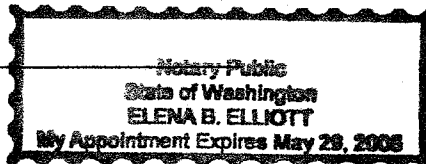
WITNESS my hand and official seal.

This area for official notarial seal

Signature

Elena B Elliott

My Commission Expires: 5/29/2005



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

Name of Notary: Elena B. Elliott

Commission #: N/A

Place of Execution: King County, Washington

Date Commission Expires: 5-29-05

Date: 8/25/03

Signature: 