

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



**19.6**

(1)

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from the Treasurer- Tax Collector regarding Distribution of Excess Proceeds for Tax Sale No. 209, Item(s) 489, 490, & 491. Last assessed to: Oasis Asset Management, LLC a Delaware Limited Liability Company, District 4, is approved as recommended.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None

(2)

On Motion of Supervisor Washington, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter be reconsidered.

Roll Call:

Ayes: Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: Jeffries

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on November 16, 2021, of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: November 16, 2021  
Kecia R. Harper, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By: *Kecia R. Harper* Deputy

AGENDA NO.  
**19.6**

xc: Tax Collector

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



ITEM: 19.6  
(ID # 10525)

**MEETING DATE:**

Tuesday, November 16, 2021

**FROM :** TREASURER-TAX COLLECTOR:


**SUBJECT:** TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 209, Item(s) 489, 490, & 491. Last assessed to: Oasis Asset Management, LLC a Delaware Limited Liability Company. District 4. [\$143,249-Fund 65595 Excess Proceeds from Tax Sale]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the claim from Greenberg Traurig, LLP, agent for Aspen Pacific Funding, LLC, a Delaware Limited Liability Company for payment of excess proceeds resulting from the Tax Collector's public auction tax sale associated with parcels 663020001-8, 663020013-9, & 663020014-0;
2. Deny the claim from Greenberg Traurig, LP, agent for Oasis Asset Management, LLC a Delaware Limited Liability Company for payment of excess proceeds resulting from the Tax Collector's public auction tax sale associated with parcels 663020001-8, 663020013-9, & 663020014-0;

Continued on page 2

**ACTION:Policy**

  
Matthew Jennings, Treasurer-Tax Collector 11/3/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

(3)

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: Jeffries  
Date: November 16, 2021  
xc: Tax-Collector

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

3. Deny the claim from Malosi Taeleifi, managing member for Oasis Asset Management, LLC a Wyoming Limited Liability Company for payment of excess proceeds resulting from the Tax Collector's public auction tax sale associated with parcels 663020001-8, 663020013-9, & 663020014-0;
4. Authorize and direct the Auditor-Controller to issue a warrant to Greenberg Traurig, LLP, agent for Aspen Pacific Funding, LLC, a Delaware Limited Liability Company in the amount of \$143,249.32, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$143,249	\$ 0	\$143,249	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Fund 65595 Excess Proceeds from Tax Sale.			<b>Budget Adjustment:</b>	N/A
			<b>For Fiscal Year:</b>	21/22

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, the Tax Collector conducted the May 2, 2017 public auction tax sale. The deed conveying title to the purchasers at the auction was recorded June 21, 2017. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 24, 2017, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of Parties of Interest Reports as well as Assessor's and Recorder's records, as well as other, various research methods used to obtain current mailing addresses for these parties of interest.

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

1. Claims from Greenberg Traurig, LLP, agent for Aspen Pacific Funding, LLC, a Delaware Limited Liability Company based on an Authorization for Agent to Collect Excess Proceeds dated July 29, 2019, and a Deed of Trust, Assignment of Rents and Leases Security Agreement and Fixture Filing recorded June 20, 2006 as Instrument No. 2006-0444841.
2. Claims from Greenberg Traurig, LP, agent for Oasis Asset Management, LLC a Delaware Limited Liability Company based on an Authorization for Agent to Collect Excess Proceeds dated April 4, 2019, and a Grant Deed recorded March 28, 2008 as Instrument No. 2008-0154538.

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

3. Claims from Malosi Taelifi, managing member for Oasis Asset Management, LLC a Wyoming Limited Liability Company based on a Grant Deed recorded March 28, 2008 as Instrument No. 2008-0154538.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Greenberg Traurig, LLP, agent for Aspen Pacific Funding, LLC, a Delaware Limited Liability Company be awarded excess proceeds in the amount of \$143,249.32. Since the amount claimed by Greenberg Traurig, LLP, agent for Aspen Pacific Funding, LLC exceeds the amount of excess proceeds available there are no funds available for consideration for the claims from Greenberg Traurig, LP, agent for Oasis Asset Management, LLC a Delaware Limited Liability Company and Malosi Taelifi, managing member for Oasis Asset Management, LLC a Wyoming Limited Liability Company. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

EP 209	ITEM 489	663020001-8	\$104,806.50
EP 209	ITEM 490	663020013-9	\$18,083.95
EP 209	ITEM 491	663020014-0	\$20,358.87
TOTAL			\$143,249.32

**Impact on Residents and Businesses**

Excess proceeds will be released to a lienholder of the property.

**ATTACHMENTS (if any, in this order):**

**ATTACHMENT A. Claim GreenAspen**

**ATTACHMENT A. Claim GreenOasis**

**ATTACHMENT A. Claim TaelifiOasis**

  
Stephanie Perez, Principal Management Analyst 11/10/2021

**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY**

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 209 Item 489 Assessment Number: 663020001-8 Assessee OASIS ASSET MGMT

Situs.

Date Sold May 2, 2017

Date Deed to Purchaser Recorded: June 21, 2017

Final Date to Submit Claim: June 21, 2018

The claims for Items 489, 490 and 491 are submitted as part of a single consolidated claim. All three claims are attached.

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 104,806.50 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2006-044841; recorded on June 20, 2006. 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.**

Document 2006-044841 is a Deed of Trust, which is attached as Exhibit B to the Declaration of Howard Cohen attached hereto. The original amount secured by the Deed of Trust was \$17,217,808.22. As of May 15, 2008, the remaining amount due was \$15,217,808.22. No other sums were paid to reduce this principal amount. The minimum principal amount due under the Deed of Trust is \$6,818,708.22, not including interest, costs, and fees. See attached Declaration of Howard Cohen.

If the property is held in Joint Tenancy, the tax sale 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 21st day of June, 2018 at Basalt, Colorado

Howard S. Cohen 4/14/19  
Signature of Claimant Los Angeles, CA

Howard S. Cohen  
Signature of Claimant

Howard S. Cohen  
Print Name

Howard Cohen, CEO, for Aspen Pacific Funding, LLC,  
A Delaware Limited Liability Company  
Print Name

P.O. Box 3373  
Street Address

P.O. Box 3373  
Street Address

Basalt, CO 81621  
City, State, Zip

Basalt, Colorado 81621  
City, State, Zip

762 278-6060  
Phone Number

(702) 278-6060  
Phone Number

**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY**

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 209 Item 490 Assessment Number: 663020013-9 Assessee: OASIS ASSET MGMT

Situs:

Date Sold: May 2, 2017

Date Deed to Purchaser Recorded: June 21, 2017

Final Date to Submit Claim: June 21, 2018

The claims for Items 489, 490 and 491 are submitted as part of a single consolidated claim. All three claims are attached.

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 18,083.95 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2006-044841; recorded on June 20, 2006. 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.**

Document 2006-044841 is a Deed of Trust, which is attached as Exhibit B to the Declaration of Howard Cohen attached hereto. The original amount secured by the Deed of Trust was \$17,217,808.22. As of May 15, 2008, the remaining amount due was \$15,217,808.22. No other sums were paid to reduce this principal amount. The minimum principal amount due under the Deed of Trust is \$6,818,708.22, not including interest, costs, and fees. See attached Declaration of Howard Cohen.

If the property is held in Joint Tenancy, the tax sale 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 21st day of June, 2018 at Basalt, Colorado

Howard S. Cohen 4/14/19

Signature of Claimant Los Angeles, CA

Howard S. Cohen

Print Name

P.O. Box 3373

Street Address

Basalt CO 81621

City, State, Zip

702 278-6060

Phone Number

Howard S. Cohen

Signature of Claimant

Howard Cohen, CEO, for Aspen Pacific Funding, LLC,  
A Delaware Limited Liability Company

Print Name

P.O. Box 3373

Street Address

Basalt, Colorado 81621

City, State, Zip

(702) 278-6060

Phone Number

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 209 Item 491 Assessment Number: 663020014-0 Assessee: OASIS ASSET MGMT

Situs:

Date Sold May 2, 2017

Date Deed to Purchaser Recorded: June 21, 2017

Final Date to Submit Claim: June 21, 2018

The claims for Items 489, 490 and 491 are submitted as part of a single consolidated claim. All three claims are attached.

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$20,358.87 from the sale of the above mentioned real property. I/We were the [X] lienholder(s), [ ] property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2006-044841; recorded on June 20, 2006. 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.

Document 2006-044841 is a Deed of Trust, which is attached as Exhibit B to the Declaration of Howard Cohen attached hereto. The original amount secured by the Deed of Trust was \$17,217,808.22. As of May 15, 2008, the remaining amount due was \$15,217,808.22. No other sums were paid to reduce this principal amount. The minimum principal amount due under the Deed of Trust is \$6,818,708.22, not including interest, costs, and fees. See attached Declaration of Howard Cohen.

If the property is held in Joint Tenancy, the tax sale 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 21st day of June, 2018 at Basalt, Colorado

Signature of Claimant [Handwritten Signature] Los Angeles, CA

Signature of Claimant [Handwritten Signature]

Print Name Howard S. Cohen

Howard Cohen, CEO, for Aspen Pacific Funding, LLC, A Delaware Limited Liability Company

Print Name P.O. Box 3373

Print Name P.O. Box 3373

Street Address Basalt CO 81621

Street Address Basalt, Colorado 81621

City, State, Zip 762 278 - CO CO

City, State, Zip (702) 278-6060

Phone Number

Phone Number



POSTNET  
CERTIFIED MAIL

**CERTIFIED MAIL**



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U.S. POSTAGE  
PAID  
VAN NUYS, CA  
91408  
JUN 21 18  
AMOUNT  
**\$8.88**  
R2304M113842-15

**GT GreenbergTraurig**

GREENBERG TRAURIG, LLP  
1840 Century Park East, Suite 1900  
Los Angeles, CA 90067

TREASURER-TAX COLLECTOR  
JUN 25 2018  
RECEIVED

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

*Re Aspen Pacific Funding*  
TC 209 489,490,491

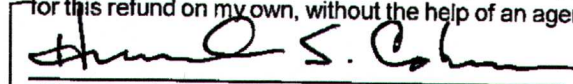


AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

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

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby make Greenberg Traurig, LLP\* my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 663020001, 663020013, and 663020014 sold at public auction on May 2, 2017. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience. \* Greenberg Traurig LLP includes Eric V. Rowen and Andrew Bodeau as authorized representatives of agent.

I also understand that the total of excess proceeds available for refund is \$ \$143,249.32 and that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.



(Signature of Party of Interest)

Aspen Pacific Funding, LLC, a Delaware Limited Liability Company, by Aspen Pacific Capital, Inc., its sole member, by Howard Cohen, its President and CEO

(Name Printed)

c/o Aspen Pacific Capital, Inc.  
P.O. Box 3373

(Address)

Basalt, CO 81621

(City/State/Zip)

(702) 278-6060

(Area Code/Telephone Number)

I also request and direct that the warrant or check refunding any excess proceeds from the above referenced assessments be mailed to Aspen Pacific Funding, LLC, c/o Greenberg Traurig, LLP, 1840 Century Park East, 19th Floor, Los Angeles, CA 90067

STATE OF CALIFORNIA )ss.  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

(Signature of Notary)

(This area for official seal)

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

(Signature of Agent)

Eric V. Rowen for Greenberg Traurig LLP

(Name Printed)

1840 Century Park East, Nineteenth Floor  
(Address)

Los Angeles, CA 90067

(City/State/Zip)

STATE OF CALIFORNIA )ss.  
COUNTY OF \_\_\_\_\_ )

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

WITNESS my hand and official seal.

(Signature of Notary)

(This area for official seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles  
On July 29, 2019 before me, Christine C. Cronkite, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Howard S. Cohen  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) 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(e) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Christine C. Cronkite  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Authorization for Agent to Collect Taxes Document Date: 7/29/19  
Number of Pages: 1 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: Howard S. Cohen
- Corporate Officer — Title(s): PRESIDENT & CEO
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: As per Kaitie Trusting

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles  
On July 29, 2019 before me, Christine C. Cronkite, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared ERIC VICTOR ROWEN  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Christine C. Cronkite  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Authorization for Agent to Collect Taxes Document Date: 7/29/19  
Number of Pages: 2 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: ERIC V. ROWEN  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

RECORDING REQUESTED BY  
 CHICAGO TITLE COMPANY  
 AND WHEN RECORDED MAIL TO

GREENBERG TRAUIG, LLP  
 ATTN: KEITH M. POCKROSS, ESQ.  
 1200 17TH STREET, SUITE 2400  
 DENVER, COLORADO 80202

DOC # 2006-0444841  
 05/20/2006 08:00A Fee: 115.00  
 Page 1 of 25  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder



Escrow No. 602050067 - K42  
 Order No. 602010144 K32  
 663-020-001-8, 663-020-013, 014

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DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES SECURITY AGREEMENT

*And Fixture filing*

115



THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
 (Additional recording fee applies)

After Recording, Please Return To:  
Greenberg Traurig, LLP  
Attn: Keith M. Pockross, Esq.  
1200 17<sup>th</sup> Street, Suite 2400  
Denver, Colorado 80202

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**DEED OF TRUST,  
ASSIGNMENT OF RENTS AND LEASES,  
SECURITY AGREEMENT AND FIXTURE FILING**

**MAYER-LUCE INVESTMENTS, LLC,  
a California limited liability company,  
GRANTOR,**

**FOR THE BENEFIT OF**

**ASPEN PACIFIC FUNDING, LLC, a Delaware limited liability company  
for the benefit of ASPEN PACIFIC FUNDING, LLC-OASIS 155 SERIES, a series of  
Aspen Pacific Funding, LLC**

**BENEFICIARY**

June 9, 2006

**DEED OF TRUST, ASSIGNMENT OF RENTS AND  
LEASES, SECURITY AGREEMENT AND FIXTURE FILING**

THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Deed of Trust"), is made and entered into this 9<sup>th</sup> day of June, 2006, by **MAYER-LUCE INVESTMENTS, LLC**, a California limited liability company ("Grantor"), whose address is c/o LTV Builders/Developers, Inc., 14080 Palm Dr. Suite E, Desert Hot Springs, CA 92240 in favor of **CHICAGO TITLE COMPANY**, having an office at 560 E. Hospitality Lane, San Bernadino, California 92408, as trustee ("Trustee"), for the use and benefit of **ASPEN PACIFIC FUNDING, LLC**, a Delaware limited liability company, for the benefit of **ASPEN PACIFIC FUNDING, LLC-OASIS 155 SERIES**, a series of Aspen Pacific Funding, LLC ("Beneficiary"), whose address for purposes of this Deed of Trust is 1930 Village Center Cr., #3-382, Las Vegas, Nevada 89134.

**RECITALS:**

Grantor is indebted to Beneficiary in the amount of Seventeen Million Two Hundred Seventeen Thousand Eight Hundred and Eight and 22/100ths Dollars (\$17,217,808.22) (the "Loan"), as evidenced by that certain Loan Agreement between Beneficiary and Grantor of even date herewith (the "Loan Agreement") and that certain promissory note of even date herewith (the "Note") executed by Grantor, which Note is payable with interest (as described in the Note) at the rate and on the terms as provided therein. If not sooner paid, the final payment of interest and principal on the Note shall be due on the date that is eighteen (18) months from the date hereof, unless otherwise extended in accordance with the terms of the Loan Agreement or the Note.

Grantor is the owner in fee simple of the real property consisting of approximately 155 acres located in Riverside County, California, as described in Exhibit A attached hereto and by this reference incorporated herein (the "Land") which, together with all easements, appurtenances, and hereditaments thereto and the real property interests referred to in (a), (b), and (c) below, is referred to as the "Real Property."

Grantor desires to secure the payment of the principal and interest under the Note, and all extensions, renewals, modifications, substitutions and amendments thereof, to the holder thereof and the performance of all of the obligations and covenants of the Loan Documents, (as hereinafter defined).

**ARTICLE 1 - GRANTS OF SECURITY**

1.1 Property Encumbered. Grantor, in consideration of the premises hereto, and for the purposes afore recited, does hereby grant, bargain, sell and convey unto the Trustee, in trust forever, the Real Property, together with and including:

- (a) All buildings and improvements now or hereafter located on the Land ("Improvements");
- (b) All oil, gas, minerals and appurtenances now or hereafter belonging or in any manner appurtenant to the Land, if any, and all the reversions, remainders, rents, issues and profits thereof;

(c) All easements, rights-of-way, gores of land, streets, ways, alleys, passages and all estates, rights, titles, interests and privilege and appurtenances in any way pertaining to the Land, and all land lying in the bed of any street, road or avenue adjoining the Land to the centerline thereof;

(d) All water, water rights, shares of stock evidencing water rights, claims to water, and agreements relating to the supply of water to the Real Property, if any, whether real or personal, now or hereafter (i) appurtenant thereto, (ii) made or used in connection therewith, or (iii) arising from the ownership thereof, and all the reversions, remainders, rents, issues and profits thereof;

(e) All of Grantor's right, title and interest in and to all chattels ("Chattels"), including all fixtures, fittings, furniture, furnishings, appliances, apparatus, equipment, materials, supplies, and machinery now or hereafter delivered to and located on the Real Property and intended to be installed or used therein;

(f) Subject to the rights of Beneficiary under Section 2.13 hereof, all accounts and accounts receivable arising out of the leasing and operation of the Property or any part thereof;

(g) All of Grantor's right, title and interest in and to all cash, contract rights, and intangible personal property ("Personalty"), including all judgments, awards of damages and settlements made as a result of or in lieu of any taking of the Real Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Property or the improvements on the Real Property or any part thereof or interest therein, and trademarks, logos, good will, and books and records relating to the Real Property; and

(h) All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Grantor therein and thereunder.

The property described in subparagraphs (d), (e), (f), (g) and (h) above is sometimes hereinafter collectively referred to as the "Personal Property Collateral." The Real Property and Personal Property Collateral are collectively referred to herein as the "Property."

1.2 Purpose of Grant. The Property is granted and shall be held for the purpose of securing the following (collectively referred to as the "Indebtedness"):

(a) payment of the principal, interest (subject to the requirement of the payment of Minimum Interest as such term is defined in the Note), and all other fees and payments set forth in the Note;

(b) the performance and observance of all other terms, covenants, conditions, and provisions to be performed or observed by the Grantor pursuant to the terms of: (a)

this Deed of Trust; (b) the Loan Agreement of even date herewith between Grantor and Beneficiary (the "Loan Agreement"); (c) the Environmental Indemnity Agreement of even date herewith executed by Grantor and certain principals of Grantor for the benefit of Beneficiary ("Indemnity"); (d) the Pledge Agreement of even date herewith by Grantor for the benefit of Beneficiary ("Pledge Agreement"); and (e) all other documents or instruments evidencing, securing or otherwise relating to the Loan. The Note, this Deed of Trust, the Loan Agreement, the Indemnity, and any and all other documents or instruments executed in connection with the Loan to evidence or secure the same shall hereinafter be collectively referred to as the "Loan Documents"; and

(d) the payment of all sums expended or advanced by Beneficiary pursuant to the terms hereof.

1.3 **Security Agreement.** This Deed of Trust is both a real property deed of trust and a "security agreement" within the meaning of the Uniform Commercial Code in effect in the State of California (the "UCC"). The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Grantor in the Property. By executing and delivering this Deed of Trust, Grantor hereby grants to Beneficiary a security interest in the Property to the full extent that the Property may be subject to the UCC. To the extent permitted by law, Grantor and Beneficiary agree that, with respect to all items of Personal Property Collateral which are or will become fixtures on the Land, this Deed of Trust, upon recording or registration in the real property records of the proper filing office, shall constitute a "fixture filing" within the meaning of Sections 9102 and 9502 of the UCC. As of the time of recordation of this Deed of Trust, Grantor is the record owner of the Property.

## ARTICLE 2 - GRANTOR COVENANTS, REPRESENTATIONS AND WARRANTIES

Grantor covenants and agrees with, and represents and warrants to, Trustee and Beneficiary that:

2.1 **Title.** Grantor covenants, represents and warrants that: (a) it has good and marketable title to the Real Property, subject to no liens, charges or encumbrances other than those exceptions to title (the "Permitted Exceptions") contained in the ALTA Loan Policy (the "Title Policy") to be issued to Beneficiary and insuring the first lien position of this Deed of Trust; (b) it has full power and authority to grant, bargain, sell and convey the Property in the manner and form herein done or intended hereafter to be done; and (c) Grantor and its successors and assigns shall warrant and defend the same forever against the claims and demands of all persons.

Grantor shall, at the Grantor's sole cost and expense, execute, acknowledge and deliver all and every such further conveyances or assurances as Beneficiary shall from time to time require, for better assuring, conveying, assigning, transferring and confirming unto Trustee or Beneficiary the property rights hereby conveyed or assigned. Grantor shall pay all filing, recording and title fees and any other expenses in connection therewith during the term of the Loan, including without limitation filing and recording fees for continuation statements under the UCC.



2.4 Compliance with Laws. Grantor shall comply with all laws, statutes, codes, rules, regulations, orders, decrees, ordinances, covenants, conditions and restrictions now or hereafter affecting the Property or the operation thereof, and shall pay all fees or charges of any kind in connection therewith. Grantor shall not (a) join in the amendment or rescission of any covenants, conditions and restrictions now or hereafter affecting the Property or the operation thereof, without the prior written consent of Beneficiary; and (b) shall give Beneficiary written notice (which shall include a copy of any notice received by Grantor) within three (3) days of Grantor's receipt of any notice received by Grantor with respect to Grantor's non-compliance with any of the provisions of any covenants, conditions or restrictions now or hereafter affecting the Property or the operation thereof. If Grantor fails to correct the conditions specified in the notice to it, Beneficiary may do so at the sole cost and expense of Grantor, and Grantor shall reimburse Beneficiary for such cost and expense upon demand. Any amounts so expended by Beneficiary shall bear interest at the "Default Rate" (as defined in the Note) from the date of expenditure until repaid to Beneficiary. Except in accordance with Section 4.1.1 of the Loan Agreement, and with Beneficiary's prior consent, which shall not be unreasonably withheld, Grantor shall not initiate or acquiesce in any change in zoning affecting the Real Property, nor permit the Real Property or any part thereof to become subject to any special district or metropolitan district without the prior written consent of Beneficiary.

2.3 Maintenance and Repair. Grantor shall keep the Real Property and Improvements in safe and good repair and condition, shall not commit or suffer any waste thereof, and shall not demolish or materially alter the Improvements, if any, thereon without the prior written consent of Beneficiary. Beneficiary shall have the right to inspect the Property from time to time. Grantor shall not remove any Personal Property Collateral except for normal replacement thereof in the ordinary course of business without the consent of Beneficiary.

(b) Grantor shall furnish to Beneficiary, at least thirty (30) days before the date on which the same shall become due: (i) an official statement of the amount of taxes on the Real Property next due; (ii) any other tax assessments levied on any of the Property; and (iii) a copy of any insurance policies of Grantor, as more fully set forth in Section 2.5 below. Grantor covenants to timely pay any such assessments or other amounts in accordance with Section 2.9 below, and in the event of an Event of Default, Beneficiary shall have the right, in addition to all other remedies set forth herein, to require the establishment of reserve accounts for the payment of said sums.

(a) Grantor shall promptly and punctually pay all principal, interest, including without limitation Minimum Interest, and all fees and other monetary obligations due or to become due in respect of the Note, according to the provisions thereof. Grantor shall have the option, following an "Event of Default" (as defined below) to require Grantor to pay, with each payment made on the Note, an amount equal to Beneficiary's estimate of the applicable proportional amount of taxes, assessments, and/or insurance for the Property.

2.2 Payment of Note; Other Payments.

2.5 Insurance.

(a) Grantor shall maintain the following insurance:

- (i) Intentionally Omitted
- (ii) Comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Real Property, such insurance to afford protection of not less than One Million and No/100ths Dollars (\$1,000,000.00) per occurrence and Two Million and No/100ths Dollars (\$2,000,000.00) aggregate (less a deductible not to exceed Fifty Thousand and No/100ths Dollars (\$50,000.00)). Beneficiary shall be named as an additional insured on such policies.
- (iii) Intentionally Omitted
- (iv) Such other appropriate insurance with respect to the Property as Beneficiary may reasonably require from time to time.

(b) All policies of insurance to be furnished hereunder shall be issued by companies and be in forms and amounts with standard mortgage clauses attached, with endorsements and on terms, all reasonably satisfactory to Beneficiary, including a provision requiring that the coverage evidenced thereby shall not be canceled, terminated, reduced or materially modified by the insurer or any insured without thirty (30) days' prior written notice to Beneficiary. Grantor does hereby assign, and shall deliver the originals of, all policies, including additional and renewal policies, to Beneficiary as collateral and further security for the payment of all sums of money secured by this Deed of Trust, and, shall, upon request by Beneficiary, deliver renewal or replacement policies not less than thirty (30) days prior to their respective dates of expiration.

(c) Grantor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Beneficiary is included thereon under a standard mortgage clause acceptable to Beneficiary. Grantor shall immediately notify Beneficiary whenever any such separate insurance is taken out and shall promptly deliver to Beneficiary the policy or policies of such insurance. In the event of a foreclosure or other transfer of title to the Property in lieu of foreclosure, or by purchase at the foreclosure sale, or by the exercise of power of sale, all interest in any insurance policies in force and any unearned premiums thereon shall pass to Beneficiary, transferee or purchaser as the case may be.

2.6 Casualty. Grantor shall promptly notify Beneficiary of any loss or damage by fire or other casualty, whether covered by insurance or not. In case of loss or damage by fire or casualty, Beneficiary is authorized (a) to settle and adjust any claim under insurance policies which insure against such risks, or (b) to allow Grantor to agree with the insurance company or companies on the amount to be paid in regard to such loss; provided, however, that so long as Event of Default then exists hereunder, Beneficiary may settle or adjust any claim without the prior written consent of Grantor. In either case, Beneficiary is authorized to collect and give a receipt for any such insurance proceeds. Such insurance proceeds, at the option of Beneficiary,

may be (i) applied in whole or in part to the Indebtedness, whether due or not, without payment of any prepayment premium, or (ii) held by Beneficiary without any allowance of interest and used in whole or in part to reimburse Grantor for the cost of the rebuilding or restoration of buildings or improvements on the Real Property, on such terms and conditions as Beneficiary may deem appropriate.

## 2.7 Condemnation.

(a) Immediately upon obtaining knowledge of the institution of any proceeding for the condemnation of the Real Property or any portion thereof, Grantor shall notify Beneficiary of the pendency thereof. Grantor, as security for the Indebtedness, hereby assigns, transfers and sets over unto Beneficiary all compensation, rights of action, the entire proceeds of any award and any claim for damages to the Real Property or any portion thereof taken or damaged under the power of eminent domain or by condemnation or by transfer in lieu thereof. Beneficiary, at its option, may commence, appear in and prosecute, in its own name, any action or proceeding, or make any compromise or settlement, in connection with such condemnation or taking under the power of eminent domain or sale in lieu thereof; provided, however, that so long as no Event of Default then exists hereunder, Beneficiary shall not make any compromise or settlement without the prior written consent of Grantor, which consent shall not be unreasonably withheld or delayed.

(b) Notwithstanding anything to the contrary in this Deed of Trust, Beneficiary shall have the right, in its sole discretion, to elect to (i) apply the net proceeds of any condemnation award (after deduction of Beneficiary's costs and expenses, if any, of collecting the same) in reduction of the Indebtedness in such order and manner as Beneficiary may choose; or (ii) make the proceeds available to Grantor for the restoration or repair of the Property. Any implied covenant in this Deed of Trust restricting the right of Beneficiary to make such an election is hereby expressly waived by Grantor. In addition, Grantor hereby waives the provisions of any law prohibiting Beneficiary from making such an election, including without limitation, the provisions of California Code of Civil Procedure Section 1265.210 *et seq.*, to the extent applicable to Grantor.

## 2.8 Liens and Encumbrances.

(a) Grantor shall not, without Beneficiary's prior written consent, create or permit the creation of any liens or encumbrances on the Property or any part thereof other than the lien of this Deed of Trust, any other deed of trust for which Beneficiary is the beneficiary thereunder, and liens for taxes and assessments, and shall pay when due all obligations, claims or demands of any person which, if unpaid, might result in, or permit the creation of, a lien or encumbrance on, or a security interest in, the Property or any part thereof or on the rents, issues, income and profits arising therefrom, whether such lien would be senior or subordinate hereto.

(b) To the extent that Grantor develops the Property, Grantor covenants to promptly pay, or cause to be paid, when due, all bills and costs for labor, materials, supplies and other bills for which a mechanic's or similar lien may arise which are

incurred in connection with the Property. Grantor covenants not to permit to be created or exist any mechanic's or similar lien on the Property or any part thereof; provided, however, that to the extent any such lien is placed upon the Property, Grantor covenants to fully and irrevocably discharge (by bond or otherwise) the same no later than sixty (60) days after the same is first filed against the Property.

2.9 Taxes and Assessments. Grantor shall pay in full at least ten (10) days, prior to delinquency, all taxes and assessments against the Real Property, and shall promptly furnish to Beneficiary official receipts evidencing the payment thereof.

2.10 Indemnification. Grantor shall appear in and defend any suit, action or proceeding that might in any way and in the sole judgment of Beneficiary affect the title to the Property, the validity, enforceability or priority of this Deed of Trust or any other Loan Document or the rights and powers of Trustee or Beneficiary. Grantor shall, and does hereby agree to, at all times, indemnify, defend, hold harmless and, on demand, reimburse Beneficiary for any and all loss, damage, expense or cost, including without limitation cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action or proceeding, or any claim (whether or not any suit, action or proceeding with respect thereto is commenced) pertaining to any of the matters specified in this Section 2.10, and the sum of any expenditures made by Beneficiary in connection with such loss, damage, expense or cost shall be secured by this Deed of Trust, shall bear interest at the Default Rate from the date of expenditure until repaid to Beneficiary, and shall be due and payable on demand.

2.11 Sale of Property: Encumbrances

(a) Except as provided in Article 3 below, if the Real Property or any part thereof or interest therein is sold, assigned, transferred, conveyed, leased, exchanged, encumbered, hypothecated, mortgaged or otherwise alienated by Grantor, or full possessory rights therein transferred, conveyed or encumbered by Grantor (excluding occupancy leases entered into by Grantor as permitted by the Assignment of Leases set forth in Section 2.13 below), whether voluntarily, involuntarily or by operation of law, without the prior written consent of Beneficiary, such event (a "Transfer") shall constitute an Event of Default under this Deed of Trust. Any change in the legal or equitable title of the Property or in the beneficial ownership of the Property, or change in, or encumbrance of (except as set forth in Section 2.8 above) any ownership interest in Grantor or in any legal entity comprising Grantor, including without limitation the transfer or sale of any membership interest in Grantor, except by devise or descent, or other estate planning purposes, shall be deemed a Transfer for purposes of this Section 2.11.

(b) Consent by Beneficiary under this Section 2.11 to one Transfer shall not be deemed to be a waiver of the right to require such consent to any subsequent Transfer, and it is understood and agreed that the provisions of this Section 2.11 shall be applicable to any persons or entities constituting Grantor at any time.

2.12 Advances. If Grantor shall fail to perform any of the covenants contained herein or in any other Loan Document, other than the covenant to pay any amount due and owing to

Beneficiary pursuant to the Note, within five (5) days after receipt of written notice of such failure by Grantor from Beneficiary (except that if, in Beneficiary's sole opinion, such failure constitutes an emergency situation which could jeopardize or impair Beneficiary's security, no such notice and grace period shall be applicable), Beneficiary may, but shall be without obligation to do so, make advances to perform the same on behalf of Grantor. All sums so advanced shall be secured by this Deed of Trust, shall bear interest at the Default Rate from the date of advance until repaid to Beneficiary, and shall be due and payable within five (5) days following demand. No such substitute performance shall excuse or cure an Event of Default hereunder.

2.13 Assignment of Rents and Leases. Grantor does hereby unconditionally bargain, sell, transfer, assign, convey, set over and deliver unto Beneficiary all right, title and interest of Grantor in, to and under all leases now or hereafter affecting the Property or any part thereof, and all amendments, extensions and renewals of such leases and any of them (which are hereinafter individually referred to as a "Lease" and collectively referred to as the "Leases"), any and all security for the performance of the lessee's obligations under a Lease, including without limitation any and all guaranties of lessee's performance under any Lease, the immediate and continuing right to collect and receive all rents, issues, income, profits and all other amounts which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Property, all security deposits, damage deposits and other funds paid to Grantor by any lessee, and any and all amounts received by Grantor in payment of damages (a) as a result of the breach of any Lease by the lessee thereunder, or (b) for termination or rejection of any Lease as a result of any proceeding under the Federal Bankruptcy Code or any other federal, state or local statute which provides for the possible termination or rejection of a Lease (all such items referred to in this sentence are sometimes herein collectively referred to as the "Rents"). Grantor will execute and deliver to Beneficiary such other specific assignments of rents and leases applicable to the Property as Beneficiary may from time to time request while this Deed of Trust and the Indebtedness are outstanding.

The assignment provided for herein is absolute and is effective immediately. Notwithstanding the foregoing, until an Event of Default has occurred hereunder, Grantor shall have a license to receive, collect and enjoy the Rents. Upon the occurrence of an Event of Default hereunder, such license shall automatically terminate, Grantor shall immediately turn over to Beneficiary all such Rents which may then be in its possession or under its control, and Beneficiary may, at its option, receive and collect all Rents, as they become due. Beneficiary shall thereafter continue to receive and collect all such Rents as long as such Event of Default shall exist, and during the pendency of any foreclosure proceedings, and during any redemption period. Grantor hereby irrevocably appoints Beneficiary its true and lawful attorney or agent-in-fact, at the option of Beneficiary and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions and to sue in the name of Grantor or Beneficiary for or otherwise collect all Rents and apply the same as provided herein. Such appointment shall be deemed to be coupled with an interest and shall not be revocable by Grantor. Grantor hereby expressly authorizes and directs lessees of any part of the Real Property to pay to Beneficiary or such nominee as Beneficiary may designate in writing delivered to and received by such lessees any and all Rents due Grantor pursuant to the Leases. The lessees are expressly relieved of any and all duty, liability or obligation to Grantor in respect of all payments so made. Grantor hereby further authorizes and directs any property manager of the Real Property to deliver to

Beneficiary or such nominee as Beneficiary may designate in writing delivered to and received by such property manager any and all Rents in the possession or control of such property manager, who is expressly relieved of any and all duty, liability or obligation to Grantor in respect of all amounts so delivered.

**2.14 Security Agreement.** Grantor hereby grants to Beneficiary a security interest in

the Personal Property Collateral pursuant to the UCC for the purpose of further securing the Indebtedness. Grantor shall give advance notice in writing to Beneficiary of any proposed change in Grantor's name, identity, structure or principal place of business, and will execute and deliver to Beneficiary, prior to or concurrently with the occurrence of any such change, all financing statements or amendments to financing statements that Beneficiary may require to establish and maintain the validity and priority of Beneficiary's security interest with respect to any Personal Property Collateral described or referred to herein. This Deed of Trust shall constitute a security agreement with respect to, and Grantor hereby grants to Beneficiary a security interest in, (a) any portion of the Personal Property Collateral which may not be deemed to form part of the Real Property or may not constitute a fixture within the meaning of the UCC, (b) all property described on any financing statement recorded or filed with respect to the security interest created hereunder, whether or not described herein, and (c) all replacements of, substitutions for and additions to such property and the proceeds thereof. In addition to any other rights and remedies available to Beneficiary hereunder, Beneficiary shall have all the rights and remedies of a secured party under the UCC. To the extent permitted by law, Grantor hereby authorizes Beneficiary to sign and file financing statements at any time in respect of any of the Personal Property Collateral, without such financing statements being executed by or on behalf of Grantor, but Grantor will however, at any time upon request of Beneficiary, execute, or cause to be executed, financing statements in respect of any Collateral. Grantor agrees to pay all filing and recording fees, including fees for filing and recording continuation statements in connection with such financing statements, and to reimburse Beneficiary for all costs and expenses of any kind incurred in connection therewith, including, without limitation, attorneys' fees.

Information concerning the security interest created by this Deed of Trust may be obtained from Beneficiary, as secured party, at the address set forth on the first page of this Deed of Trust. The address of Grantor, as debtor, is set forth on the first page of this Deed of Trust.

**2.15 Representations and Warranties of Grantor.** Grantor hereby further represents and warrants to Beneficiary as follows, each of which representation and warranty shall survive the termination or release of this Deed of Trust:

(a) Grantor is a California limited liability company, duly organized, validly existing and in good standing under the laws of its state of organization and is in good standing under the laws of the State of California;

(b) Grantor has the requisite power and authority to (i) incur the Indebtedness; (ii) grant this Deed of Trust; and (iii) enter into the Note, this Deed of Trust and all other Loan Documents.

(c) This Deed of Trust, the Note, and all other Loan Documents were executed and delivered in accordance with the requirements of law and in accordance

(b) For purposes of this Deed of Trust, "Environmental Pollutant" shall mean any pollutant, contaminant, solid waste, hazardous, infectious, radioactive or toxic waste, substance or material defined as such pursuant to the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. §

(a) Grantor represents and warrants that, to the best of Grantor's knowledge and belief after due and diligent inquiry, there is no Environmental Pollutant (as defined in subsection (b)) in, on, above, under or around the Property, and that neither Grantor nor, to the best of Grantor's knowledge and belief after due and diligent inquiry, any previous owner or user of the Property, generated, used, possessed, managed or released any Environmental Pollutant in, on, above, under, or around the Property such that the Property or any activity related to the Property was or is in violation of any Environmental Requirement (as defined below), including, without limitation, environmental permit requirements or environmental abatement, corrective, remedial or response action. Grantor covenants that it shall not generate, use, have, manage or release or allow the generation, use, presence, management or release of any Environmental Pollutant above, in, on, under, from or around the Property in violation of any Environmental Requirement.

2.16 Environmental Pollutants.

(f) Except as included as a Permitted Exception, there is no action, suit, proceeding, or governmental investigation pending or, to the knowledge of Grantor, threatened against Grantor or the Property before any governmental or administrative body, agency or official which, if adversely determined, would have a material adverse effect on the occupancy or ownership of the Property or the business, financial condition or results of operations of Borrower or the Property.

(e) The Real Property has been separated from all other adjacent lands for the purpose of securing separate taxation and assessment on account of those taxes, assessments and other charges mentioned in Section 2.8 hereof.

(d) The execution and delivery of this Deed of Trust, the Note, and all other instruments executed and delivered to Beneficiary concurrently herewith, and the full and complete performance of the provisions hereof and thereof (i) is authorized by the Organizational Documents of Grantor, (ii) will not violate the Organizational Documents of Grantor, and (iii) will not result in any breach of, or constitute a default under, or result in the creation of any lien, charge or encumbrance (other than those contained herein or in any instrument delivered to Beneficiary concurrently herewith) upon any property or assets of Grantor or under its Organizational Documents or any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Grantor is a party or by which Grantor or its property or assets is bound.

(c) The term "Organizational Documents", as used herein, shall mean the articles of organization and the operating agreement, and any amendments thereto, of Grantor with any requirements of the "Organizational Documents" (as hereinafter defined) of

9601, et seq.), as amended by the Superfund Amendments and Re-Authorization act of 1986, the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, et seq.), The Clean Water Act, (33 U.S.C. § 1251 et seq.), the Clean Air Act, as amended, (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act, (15 U.S.C. § 2601 et seq.), the Safe Drinking Water Act, (42 U.S.C. § 300 f et seq.), the Uranium Mill Tailings Radiation Control Act, (42 U.S.C. § 7901 et seq.), the Occupational Safety and Health Act, (29 U.S.C. § 655 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act, (7 U.S.C. § 136 et seq.), the National Environmental Policy Act, (42 U.S.C. § 4321 et seq.), the Noise Control Act, (42 U.S.C. § 4901 et seq.), and the Emergency Planning and Community Right-to-Know Act, (42 U.S.C. § 11001 et seq.), or any other federal, state or local hazardous substance, hazardous waste, or environmental law or statute, and any amendments, regulations, orders, decrees, permits, licenses, or deed restrictions now or hereafter promulgated under any of the foregoing (collectively referred to as "Environmental Requirements").

(c) Grantor shall, and does hereby agree to, indemnify, defend and hold Beneficiary, its directors, officers, employees, agents, attorneys, contractors, licensees, successors and assigns harmless from any and all actions, claims (including without limitation, third party claims), expenses, damages, losses, liabilities, remedial action costs and other costs, including without limitation court costs, attorneys' fees, punitive damages, civil penalties and criminal penalties, which may result in connection with any Environmental Pollutant which is related to the Property or which is now or hereafter located above, in, on, under or around the Property. Such indemnification shall survive payment of the Note and termination or release of this Deed of Trust.

(d) If at any time it is determined, in Beneficiary's sole discretion, that the Property, any activity related to the Property, or an Environmental Pollutant in, on, above, under, or around the Property, is in violation of any Environmental Requirement, including without limitation environmental permit requirements or environmental abatement, corrective, remedial or response action requirements, Grantor shall, at Grantor's sole cost and expense, commence, within thirty (30) days after receipt of notice thereof, or sooner if required by applicable law, and continue with due diligence, to take all action necessary to comply with all such Environmental Requirements.

(e) Grantor, immediately upon obtaining knowledge thereof, shall notify Beneficiary in writing of: (i) any proceeding or inquiry by any governmental authority with respect to the presence or release of any Environmental Pollutant in, on, above, under, or around the Property; and (ii) all claims made or threatened by any third party relating to any damage, loss or injury resulting from any Environmental Pollutant, and shall furnish Beneficiary with copies of all correspondence, notices, test results and reports received or prepared in connection with any of the foregoing.

(f) Without limiting any other rights or remedies granted hereunder or under applicable law, in the event that any portion of the Property is determined to be "environmentally impaired" (as "environmentally impaired" is defined in California Code of Civil Procedure § 726.5(e)(3)) or to be an "affected parcel" (as "affected parcel" is defined in California Code of Civil Procedure § 726.5(e)(1)), then, without otherwise



limiting or in any way affecting Beneficiary's or Trustee's rights and remedies under this Deed of Trust, Beneficiary may elect to exercise its right under California Code of Civil Procedure § 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (i) the rights and remedies of an unsecured creditor, including reduction of its claim against Grantor to judgment, and (ii) any other rights and remedies permitted by law. For purposes of determining Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure § 726.5(a), Grantor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure § 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant or user of any portion of the Property and Grantor knew or should have known of the activity by such lessee, occupant or user which caused or contributed to the release or threatened release. Notwithstanding anything to the contrary contained in this Deed of Trust or the other Loan Documents, Grantor shall be fully and personally liable for all judgments and awards entered against Grantor pursuant to California Code of Civil Procedure § 726.5 and such liability shall be an exception to any non-recourse or exculpatory provision in this Deed of Trust or the other Loan Documents and shall not be limited to the original principal amount of the obligations secured by this Deed of Trust. Grantor's obligations hereunder shall survive the foreclosure, deed in lieu of foreclosure, release, reconveyance or any other transfer of the Property or this Deed of Trust. All costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred by Beneficiary in connection with any action commenced under this Section 2.16, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate until paid, shall be added to the Indebtedness secured by this Deed of Trust and shall be due and payable to Beneficiary upon its demand made at any time following the conclusion of such action.

### ARTICLE 3 - RELEASE

#### 3.1 Release.

(a) If all of the Indebtedness is paid as the same becomes due and payable and all of the covenants, warranties, undertakings and agreements of Grantor in this Deed of Trust and the other Loan Documents are kept and performed, then and only then, all rights under this Deed of Trust shall terminate (except to the extent expressly provided herein with respect to indemnifications and other rights which are to continue following the release hereof, and subject to the provisions of Section 3.3), and the Property shall become wholly released of the liens, security interests, conveyances and assignments evidenced hereby, and such liens and security interests shall be released by Beneficiary in accordance with the provisions of applicable law and in due form, at Grantor's sole cost and expense. Without limitation, all provisions herein for indemnity of Beneficiary or Trustee shall survive discharge of the secured indebtedness and any foreclosure, release or termination of this Deed of Trust. The release provisions in this Article 3 shall not apply to any other interest Beneficiary may have in the Property.

(b) Provided that no Event of Default, or event which, with notice or lapse of time or both would constitute an Event of Default, exists hereunder at the time of Grantor's request for any partial release, Beneficiary shall release the lien of this Deed of Trust with respect to a lot contained within the Property upon which lot Grantor has received governmental approval of a Final Tract Map, provided that Grantor complies with the following provisions: (i) Grantor shall give Beneficiary a minimum of five (5) business days' written notice of the closing of any sale, which sale shall be for a purchase price equal to or greater to the appraised value of such lot; (ii) Grantor shall pay to Beneficiary all of the net proceeds from such sale; and (iii) Grantor shall represent and warrant, by means of said request for partial release, that the lot(s) being released and the remainder of the Real Property constitute property which is lawfully conveyable and that each lot remaining subject to the lien of the Deed of Trust shall be fully serviced by adequate utilities, roadways and other services. For purposes of clause (ii) above, "net proceeds" shall be defined as the proceeds received by Grantor or any affiliate of Grantor for the sale of all or any portion of the Property not including the payment of any commission on such sale to Grantor or an affiliate of Grantor, and net of: (a) reasonable out-of-pocket escrow and closing costs relating to said sale incurred by Grantor; and (b) closing prorations for said portion of the Property (provided that in no event will any sales commission be greater than six percent (6.0%) of the gross contract selling price without Beneficiary's prior written consent). In connection with any partial or full release of lien of Deed of Trust, Beneficiary shall have the right to require Grantor to obtain new appraisals for the Property, or certain lots of the Property at the sole cost and expense of Grantor; provided however, Beneficiary shall only be entitled to request such appraisals a maximum of four (4) times in any twelve (12) month period.

(c) Grantor shall retain and make available at all times for inspection by Beneficiary or transmit to Beneficiary, at Beneficiary's request, a copy of each purchase agreement for the sale of any lot, a copy of each deed transferring title to the purchaser and copies of all settlement sheets relative to the closing of each sale, including, but not limited to, summaries of the transactions of the purchaser and of the seller. No sale shall occur unless Beneficiary as approved the subject settlement sheets in writing.

3.2 Payment of Costs and Expenses. Notwithstanding anything to the contrary herein, Grantor shall pay, at Grantor's sole cost and expense, all of Beneficiary's reasonable out-of-pocket costs and expenses associated with the actions contemplated in Section 3.1, including without limitation county recording fees and legal expenses incurred in drafting or negotiating release documents.

3.3 Payments Set Aside. To the extent that Grantor or any other person liable for all or any part of the Indebtedness pays the Indebtedness or any part thereof to Beneficiary, or Beneficiary enforces any of its rights hereunder, under the Note or any other Loan Documents, and such payment or enforcement of any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside, and/or required to be repaid to Grantor or such other person, its estate, a trustee, receiver, or any other person under any law, then to the extent of such repayment, the Indebtedness or part thereof originally intended to be satisfied, together with the Note and all other Loan Documents (including all the terms hereof and thereof and all of Beneficiary's rights hereunder and thereunder), notwithstanding any prior termination and/or

delivery of the Note or any other Loan Documents to Grantor or any other person (it being agreed that the provisions of this Section 3.3 shall survive any such termination and/or delivery) shall be revived and continued in effect as if such payment had not been made or such enforcement had not occurred. Beneficiary shall be entitled to retain the Note and any other Loan Document in its possession for one (1) year after the date on which all Indebtedness has been paid in full, subject, however, to the requirement that Beneficiary deliver the Note to Trustee if required by Trustee in order to release or reconvey this Deed of Trust.

#### ARTICLE 4 - DEFAULT AND REMEDIES

4.1 Events of Default. In addition to the occurrence of any other event designated to be an Event of Default hereunder or under any other Loan Document, any of the following events shall be an "Event of Default" hereunder:

- (a) Failure to make any monthly installment payment under the Note, when the same is due and payable in accordance with the terms and conditions of the Loan Documents and following the expiration of any grace period provided in said Loan Documents; or failure to pay the unpaid principal balance and all accrued but unpaid interest on the Note when the same becomes due and payable in accordance with the terms of the Note, whether at maturity or by acceleration; or should Grantor default in any monetary performance required pursuant to the Note, the Loan Agreement, or under any other Loan Document in accordance with the terms and conditions of the Note, Loan Agreement or applicable Loan Document;
- (b) Failure to perform any term, covenant, obligation, condition or agreement in the Note, the Loan Agreement, this Deed of Trust or any other Loan Documents, and the failure to cure such breach within the period of time required for cure pursuant to the applicable Loan Document;
- (c) Breach by Grantor of any of the covenants, conditions or agreements contained in Section 2.11 hereof;
- (d) If any representations or warranties given by or on behalf of Grantor to Beneficiary in any Loan Document, including without limitation those representations and warranties contained in this Deed of Trust shall prove to be false or misleading in any material respect;
- (e) The issuance or levy of a writ of execution or attachment or any similar process against all or any part of, or interest in, the Property if such execution, attachment or similar process is not released, bonded, satisfied, vacated or stayed within thirty (30) days after its issuance or levy; or
- (f) Should Grantor, or any successors and assigns thereof, including without limitation the then current owners of any interest in the Property:
  - (i) file a petition under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing; or

(ii) in any involuntary bankruptcy case commenced against any of them (A) file an answer admitting that it is generally not paying its debts as such debts become due, (B) fail to obtain a dismissal of such case within sixty (60) days of its commencement, (C) convert the case from one chapter of the Federal Bankruptcy Code to another chapter of the Federal Bankruptcy Code, or (D) be the subject of an order for relief in such bankruptcy case; or

(iii) have a "custodian", as that term is defined in the Federal Bankruptcy Code, appointed for it, or consent to the appointment of such a custodian, or have any court take jurisdiction of its property, or substantially all of its property, in any voluntary proceeding for the purpose of reorganization, arrangement, dissolution or liquidation, if such custodian shall not be discharged or if such jurisdiction shall not be relinquished, vacated or stayed on appeal within sixty (60) days of the appointment; or

(iv) make an assignment for the benefit of its creditors.

4.2 Rights and Remedies. If an Event of Default shall occur hereunder, under the Note, or any other Loan Document, Beneficiary shall have all of the following non-exclusive rights and remedies in addition to any other right, power or remedy provided in the Loan Documents or at law or in equity (subject to the limitations on recourse set forth in the Loan Agreement):

(a) With or without further notice, to declare all Indebtedness immediately due and payable;

(b) With or without further notice, and without releasing Grantor from any obligation hereunder, to cure any default of Grantor and in connection therewith to enter upon the Property and to do such acts and things Beneficiary deems necessary or appropriate, including without limitation: (i) to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary hereunder; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of Beneficiary, is or may be prior or superior hereto, the judgment of Beneficiary being conclusive as between the parties hereto; (iii) to pay any premiums or charges with respect to insurance required to be carried hereunder; (iv) to complete construction of any improvements being constructed upon the Property; and (v) to employ legal counsel, accountants, contractors and other appropriate persons to assist them. No action taken by Beneficiary under this subparagraph shall cure or waive any default or notice of default, and Grantor agrees to pay all reasonable expenses of Beneficiary incurred to take action under this subsection with interest thereon from the date of expenditure at the Default Rate set forth in the Note, which promise of payment shall be secured hereby;

(c) To institute proceedings, judicial or otherwise, for the foreclosure of this instrument under any applicable provision of Law or for specific enforcement of the covenants of Grantor hereunder, and Grantor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy. To the

extent Beneficiary elects to sell or have the Property sold, the holder or holders of the Note may purchase the Property or any part thereof, and it shall not be obligatory upon the purchaser or purchasers at any such sale to see to the application of the purchase money. Nothing herein pertaining to foreclosure proceedings or specifying particular actions to be taken by Beneficiary shall be deemed to contradict or add to the requirements and procedures (now or hereafter existing) of California law and any such conflict or inconsistency shall be resolved in favor of California law applicable at the time of foreclosure.

(d) Whether or not proceedings to foreclose this Deed of Trust have been commenced, Beneficiary shall be entitled ex parte without notice (except such notice as is required under applicable California or Federal laws), to the appointment of a receiver of the Property (in accordance with subsection (f) below) and all of the earnings, revenues, rents, issues, profits and incomes thereof, with or without further notice to Grantor and without regard to the adequacy of the security for any indebtedness secured hereby. Beneficiary may, if permitted by law: (i) enter upon, possess, manage and operate the Property or any part thereof; (ii) make, terminate, enforce or modify leases of the Property upon such terms and conditions as Beneficiary deems proper; and (iii) make repairs, alterations and improvements to the Property and complete construction of any Improvements to be constructed on the Property, reasonably necessary for the purpose of protecting or enhancing the security hereof. Grantor agrees to pay all reasonable expenses of Beneficiary incurred to take such action under this subsection with interest thereon from the date of expenditure at the Default Rate set forth in the Note, and payment thereof shall be secured hereby. All sums realized by Beneficiary under this subsection, less all costs and expenses incurred by it under this subsection, including reasonable attorneys' fees, and less such sum as Beneficiary deems appropriate as a reserve to meet future expenses under this subsection, shall be applied on any indebtedness secured hereby in such order as Beneficiary shall determine. Neither the application of said sums to said indebtedness nor any other action taken by Beneficiary under this subsection shall cure or waive any default or notice of default hereunder or nullify the effect of any such notice of default. Any action taken under this subsection may be taken by Beneficiary or any employee or agent of Beneficiary, with or without bringing any action or proceeding, or may be taken by a receiver appointed by a court, and any such action may be taken without regard to the adequacy of the security for the Indebtedness and whether or not the Indebtedness has been declared immediately due and payable and whether or not notice of election and demand has been filed; and

(e) To resort to and realize upon the security hereunder and any other security now or hereafter held by Beneficiary to secure performance of the Loan Documents in such order and manner as Beneficiary may, in its sole discretion, determine; resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both. With respect to the Personal Property Collateral, Beneficiary shall have the right to exercise any or all of the remedies available to a secured party under the UCC.

4.3 Election of Remedies. Upon the occurrence of an Event of Default, Beneficiary, pursuant to applicable provisions of the UCC shall have the option to proceed with respect to the

Real Property and Improvements and the Personal Property Collateral in accordance with Beneficiary's rights, powers and remedies with respect to the Real Property and Improvements, in which event the default provisions of the UCC shall not apply. In such event, Beneficiary shall designate Trustee to conduct the sale of the Personal Property Collateral in combination with the sale of the remainder of the Property and in accordance with applicable law.

#### ARTICLE 5 - MISCELLANEOUS TERMS AND CONDITIONS

5.1 Marshaling of Assets; Waiver. Grantor on its own behalf and on behalf of its successors and assigns hereby expressly waives all rights to require a marshaling of assets by Beneficiary.

5.2 Non-Waiver. Failure to accelerate the maturity of the Indebtedness upon the occurrence of an Event of Default hereunder or acceptance of any sum or performance of any obligation after the same is due or acceptance of any sum less than the amount then due or failure to demand strict performance by Grantor of the provisions of the Note, this Deed of Trust or any other Loan Document or any forbearance by Beneficiary in exercising any right or remedy provided in this Deed of Trust or in any other Loan Document or which Beneficiary may have at law or in equity shall not constitute a waiver by Beneficiary of any provision of the Note, this Deed of Trust or any other Loan Document, nor shall such action or inaction nullify the effect of any previous exercise of any such option to accelerate or other right or remedy. No exercise of any right or remedy by Trustee or Beneficiary hereunder shall constitute a waiver of any other right or remedy contained herein or in any other Loan Document or provided at law or in equity. No delay or omission of Trustee or Beneficiary in the exercise of any right, power or remedy accruing hereunder or otherwise arising shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein.

5.3 Severability. If any term of this Deed of Trust, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Deed of Trust, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Deed of Trust shall be valid and enforceable to the fullest extent permitted by law.

5.4 Successors in Interest and Assigns. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, executors, administrators, successors and assigns. The term "Beneficiary", as used in this Deed of Trust, shall mean the holder and owner, including pledgees, of the Note, whether or not named as Beneficiary herein. The term "Grantor", as used in this Deed of Trust, shall mean and include all successors in interest and assigns of the original Grantor herein; provided, however, that the foregoing shall in no way indicate or require Beneficiary's approval of any successor or assigns, nor shall the same in any manner permit Grantor to make any Transfer except in accordance with the express conditions set forth in this Deed of Trust. If Grantor consists of more than one party, all such parties shall be jointly and severally liable for any and all obligations, covenants and agreements of Grantor contained in the Note and the Loan Documents.

5.5 Notices. All notices to be given pursuant to this Deed of Trust shall be sufficient if: (a) personally delivered; (b) sent by facsimile with confirmed delivery; (c) mailed postage

prepaid, by United States certified or registered mail, return receipt requested; or (d) sent by overnight express mail service providing for the equivalent of a return receipt to the sender, to the addresses of the parties hereto provided in the initial paragraph of this Deed of Trust, or to such other address as a party may provide notice of in a writing complying with the provisions of this Section. Any time period provided in the giving of any notice hereunder shall commence: (i) upon receipt of such notice (if personally delivered or sent by facsimile (with confirmed delivery)); (ii) the next business day after the date such notice is deposited in the mail (if mailed); or (iii) the next business day after the date such notice is given to the overnight express mail service (if sent by overnight express mail service). Notwithstanding any provision to the contrary in this Deed of Trust, in the event that Grantor desires to give any notice to Beneficiary or Trustee, Grantor shall send a copy of said notice to Greenberg Traurig, Attention: Keith M. Pockross, 1200 17<sup>th</sup> Street, Suite 2400, Denver, Colorado 80202 (in accordance with the foregoing procedures).

5.6 Governing Law. The provisions of this Deed of Trust regarding the creation, perfection and enforcement of the liens and security interests herein granted shall be governed by and construed under the laws of the State of California. All other provisions of this Deed of Trust shall be governed by the laws of the State of Nevada, without regard to choice of law provisions.

5.7 Recording. Grantor will cause this Deed of Trust and all amendments and supplements hereto and substitutions therefor and all financing statements and continuation statements relating thereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Trustee or Beneficiary shall reasonably request and will pay all such recording, filing, re-recording and refiling taxes, fees and other charges.

5.8 Consents. Except where otherwise expressly provided herein, in any instance hereunder where the approval, consent or the exercise of judgment of Beneficiary is required or permitted, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Beneficiary.

5.9 Amendment; Termination. This Deed of Trust may not be amended or modified orally or by course of dealing and may only be modified or terminated by a written instrument or instruments intended for that purpose and executed by the party against which enforcement of the modification or termination is asserted. Any alleged modification or termination which is not so documented shall not be effective as to any party.

5.10 No Partnership, Etc. The relationship between Beneficiary and Grantor is solely that of lender and borrower. Beneficiary has no fiduciary or other special relationship with Grantor. Nothing contained in this Deed of Trust or the other Loan Documents is intended to create any partnership, joint venture or association between Grantor and Beneficiary or in any way make Beneficiary a co-principal with Grantor with reference to the Property. Any inferences to the contrary of any of the foregoing are hereby expressly negated.

5.11 Time of Essence. Time is of the essence with respect to all obligations of Grantor set forth in this Deed of Trust.

Grantor's Initials

THE CALIFORNIA CIVIL CODE,

(c) WITHOUT LIMITING THE GENERALITY OF ANY OTHER WAIVER OR OTHER PROVISION SET FORTH IN THIS AGREEMENT, TRUSTOR HEREBY ABSOLUTELY, KNOWINGLY, UNCONDITIONALLY, AND EXPRESSLY WAIVES AND AGREES NOT TO ASSERT ANY AND ALL BENEFITS OR DEFENSES ARISING DIRECTLY OR INDIRECTLY UNDER ANY ONE OR MORE OF CALIFORNIA CIVIL CODE SECTIONS 2799, 2808, 2809, 2810, 2815, 2819, 2820, 2821, 2822, 2825, 2839, 2845, 2848, 2849, AND 2850, CALIFORNIA UNIFORM COMMERCIAL CODE SECTIONS 3116, 3118, 3119, 3419, 3605, 9504, 9505, AND 9507, AND CHAPTER 2 OF TITLE 14 OF PART 4 OF DIVISION 3 OF

(b) Grantor hereby waives: (i) any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of Grantor's obligations relating to the Loan or any security therefor; (ii) any defense Grantor has to performance hereunder, and any right Grantor has to be exonerated, provided by Sections 2819, 2822, or 2825 of the California Civil Code, or otherwise, arising by reason of the alteration by Beneficiary of Grantor's obligations relating to the Loan, according to the terms of the governing Loan Documents, or the acceptance by the Beneficiary of anything in partial satisfaction of the Grantor's obligations; and (iii) the benefit of any statute of limitations affecting Grantor's liability hereunder or the enforcement thereof, and any act which shall defer or delay the operation of any statute of limitations applicable to the Loan shall similarly operate to defer or delay the operation of such statute of limitations applicable to Grantor's liability hereunder.

(a) Grantor hereby waives all rights under Sections 2845 or 2850 of the California Civil Code, or otherwise, to require Beneficiary to institute suit against, or to exhaust any rights and remedies which Beneficiary has or may have against, any other Person, or against any collateral provided by any other Persons.

5.13 California Waiver Provisions.

5.12 Waiver of Trial by Jury. GRANTOR AND BENEFICIARY EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY. GRANTOR FURTHER WAIVES ANY RIGHTS OF SETOFF, AND THE RIGHT TO IMPOSE COUNTERCLAIMS (OTHER THAN THOSE RIGHTS OF COUNTERCLAIMS ARISING SOLELY AND DIRECTLY FROM THIS AGREEMENT) IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR ANY INSTRUMENT OR DOCUMENT DELIVERED PURSUANT HERETO OR THERETO, OR ANY OTHER CLAIM OR DISPUTE HOWSOEVER ARISING, BETWEEN THE GRANTOR, ON THE ONE HAND, AND THE BENEFICIARY ON THE OTHER HAND.



5.14 Successor Trustee. Beneficiary may remove Trustee or any successor trustee at any time or times and appoint a successor trustee by recording a written substitution in the county where the Property is located, or in any other manner permitted by law.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

[NOTARY BLOCK ON FOLLOWING PAGE]

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

WITNESS my hand and official seal.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of June, 2006, by Walter Luce, as Manager of MAYER-LUCE INVESTMENTS, LLC, a California limited liability company.

STATE OF \_\_\_\_\_ )  
) ss. \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Its: Manager

Name: Robert O. Mayer

By: \_\_\_\_\_

*[Handwritten Signature]*

Its: Manager

Name: Walter Luce

By: \_\_\_\_\_

*[Handwritten Signature]*  
AKA walter w. luce

MAYER-LUCE INVESTMENTS, LLC, a  
California limited liability company

GRANTOR:

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing as of the date first above written.

**ACKNOWLEDGMENT**

State of : California

County of Riverside

On June 6, 2006, before me Tressa L. Rounds, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Walter W. Luce and Robert O. Mayer  
Name(s) of Signer (s)

- personally known to me
- 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

Tressa L. Rounds  
Signature of Notary Public

Place Notary Seal Above

EXHIBIT A

THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, APPROVED JUNE 28, 1905.

EXCEPT THAT PORTION GRANTED TO THE COUNTY OF RIVERSIDE, BY DEED RECORDED NOVEMBER 8, 1993 IN BOOK 146 PAGE 26 OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 35;

THENCE SOUTHERLY, ON THE WESTERLY LINE OF SAID SECTION, TO THE SOUTHWEST

CORNER THEREOF;

THENCE EASTERLY, 40.00 FEET, ON THE SOUTHERLY LINE OF SAID SECTION;

THENCE NORTHERLY, 5,110.12 FEET ON A LINE PARALLEL WITH AND EASTERLY, 40.00

FEET FROM THE WESTERLY LINE OF SAID SECTION;

THENCE NORTHEASTERLY, 264.08 FEET, ON A CURVE CONCAVE SOUTHEASTERLY WITH A

RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 89° 15' 00";

THENCE EASTERLY, ON A LINE PARALLEL WITH AND SOUTHERLY 40.00 FEET FROM THE

NORTHERLY LINE OF SAID SECTION, TO A POINT ON THE EAST LINE OF SAID SECTION

35;

THENCE NORTHERLY 40.00 FEET, ON SAID EAST LINE, TO THE NORTHEAST CORNER OF

SAID SECTION;

THENCE WESTERLY, ON THE NORTHERLY LINE OF SAID SECTION, TO THE POINT OF

BEGINNING.

ALSO EXCEPT THAT PORTION ACQUIRED BY THE RIVERSIDE COUNTY FLOOD CONTROL AND

WATER CONSERVATION DISTRICT BY FINAL ORDER OF CONDEMNATION MADE IN CASE NO.

INDO 18053, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE

COUNTY OF RIVERSIDE, A CERTIFIED COPY OF SAID ORDER BEING RECORDED JANUARY 23,

1976 AS INSTRUMENT NO. 9706 OFFICIAL RECORDS.

ALSO EXCEPT INTEREST TO OILS AND MINERALS IN AND UNDER SAID LAND WITH RIGHT OF

SURFACE ENTRY AS RESERVED TO ALLEN J. SILVER AND FREDA SILVER IN A DEED

RECORDED NOVEMBER 21, 1963 AS INSTRUMENT NO. 123448 OFFICIAL RECORDS.



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

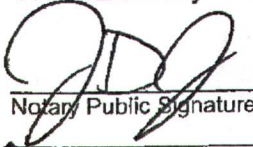
County of LOS ANGELES }

On 3-22-22 before me, **JASMIND D JONES, NOTARY PUBLIC**

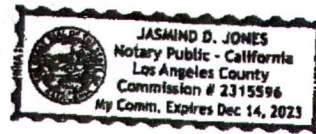
personally appeared Eric V. Rowen,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
GT Greenberg Traving  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



Eric V. Rowen | Shareholder | Real Estate Litigation  
Co-Chair, Global Real Estate Litigation Practice Group  
Direct 310.586.3855 | Fax 310.586.0555 | E-Mail RowenE@gtlaw.com

RECEIVED  
7021 MAY 21 AM 11:24  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

May 19, 2021

Via UPS Overnight Delivery

File Number  
076153.013100

Ana Galindo  
Riverside County Office of the Treasurer-Tax Collector  
4080 Lemon Street  
Riverside, California 92501

Re: EP 209 Items 489, 490 & 491

Dear Ms. Galindo,

Per your instructions, enclosed please find the original, notarized Statement of Monies Owed executed by Mr. Howard Cohen.

We trust the enclosure will be all that is needed to complete and secure the refund that is due. If not, please let us know what more is required. Thank you.

Sincerely

Eric V. Rowen

- ALBANY
- AMSTERDAM
- ATLANTA
- AUSTIN
- BERLIN\*\*
- BOSTON
- BRUSSELS\*\*
- CHICAGO
- DALLAS
- DELAWARE
- DENVER
- FORT LAUDERDALE
- HOUSTON
- LAS VEGAS
- LONDON\*
- LOS ANGELES
- MEXICO CITY
- MIAMI
- MILAN\*\*
- NEW JERSEY
- NEW YORK
- ORANGE COUNTY
- ORLANDO
- PALM BEACH COUNTY
- PHILADELPHIA
- PHOENIX
- ROME\*\*
- SACRAMENTO
- SAN FRANCISCO
- SEOUL
- SHANGHAI
- SILICON VALLEY
- TALLAHASSEE
- TAMPA
- TEL AVIV
- TOKYO\*\*
- TYSONS CORNER
- WASHINGTON, D.C.
- WHITE PLAINS
- ZURICH\*

\*OPERATES AS GREENBERG  
TRAURIG PAPER LLP  
\*\*STRATEGIC ALLIANCE

2 I, Howard Cohen, declare as follows:

3 1. I am the chief executive officer of Aspen Pacific Funding, LLC, a Delaware limited  
4 liability corporation. I have personal knowledge of each of the facts set forth herein, and if called to  
5 testify, I could and would competently so testify. I make this declaration at the request of the County of  
6 Riverside, Office of the Treasurer-Tax Collector, Tax Sales Operations/Excess Proceeds department (the  
7 "County") to update and reconfirm the contents of my declaration signed on June 21, 2018, and  
8 previously submitted to the County on August 2, 2018 (my "Prior Declaration").

9 2. As stated in my Prior Declaration, Aspen Pacific Funding, LLC, claims the excess  
10 proceeds resulting from the tax sale of the real property assessed with reference to the following  
11 Riverside County Assessment Numbers:


<u>Assessment No.</u>	<u>Excess Proceeds</u>
663020001	\$104,806.50
663020013	\$18,083.95
663020014	\$20,358.87

15 Collectively, the real property assessed as shown above is referred to the "Tax Sale Property."

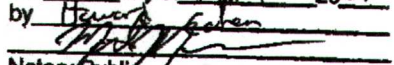
16 3. The basis for Aspen Pacific Funding, LLC's claim to these excess proceeds is accurately  
17 set forth in my Prior Declaration and is based upon the fact that, at the time of the sale of the tax sale  
18 conducted by the County for the Tax Sale Property, Aspen Pacific Funding, LLC, was the holder of the  
19 first (highest priority) deeds of trust recorded against title to the Tax Sale Property, having a then  
20 aggregate remaining balance due of at least \$6,818,708.22, plus accrued interest, fees and other charges,  
21 all as discussed more fully in my Prior Declaration.

22 4. Aspen Pacific Funding, LLC, has not received any payments on, and there are no credits  
23 otherwise applicable to, the outstanding debt and, as such, the full amount remains due and payable.

24 Executed April 16, 2021, at Denver, Colorado. I declare under penalty of perjury under the laws  
25 of the State of California that the foregoing is true and correct.

26   
27 Howard Cohen

28 27IVE 56203785v2

State of Colorado  
County of Jefferson  
Subscribed and affirmed before me  
this 19<sup>th</sup> day of April 2021  
by Howard Cohen  
  
Notary Public

MILES MORAN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20204026335  
MY COMMISSION EXPIRES JULY 30, 2024



Andrew Bodeau  
Tel 310.586.7757  
bodeaua@contract.gtllaw.com

August 2, 2019

**Via UPS Overnight**

Miriam C. Marquez  
Tax Sale Operations/Excess Proceeds  
Office of the Treasure-Tax Collector for Riverside County  
Riverside County Administrative Center  
4080 Lemon Street  
Fourth Floor  
Riverside, CA 92501

Re: Tax Sale Excess Proceeds,  
TC 209 Items 489, 490, 491

Dear Miriam:

Pursuant to your recent request, enclosed please find the following documents:

1. Certificate of Formation of Aspen Pacific Funding, LLC, filed April 29, 2005 with the Delaware Secretary of State;
2. Certificate of Registration (California) for Aspen Pacific Funding, LLC, dated August 2005;
3. The State of California Limited Liability Company Application for Registration for Aspen Pacific Funding, LLC, filed with the California Secretary of State on August 19, 2005. Please note Howard Cohen's signature on that form, designating him as "Manager";
4. Certificate of Good Standing from the Delaware Secretary of State, dated August 19, 2005;
5. Three original Authorization for Agent to Collect Excess Proceeds forms provided by your office. We are providing three wet signatures out of an abundance of caution and based on our recent communications with your office. The forms are signed: (1) on behalf of Aspen Pacific Funding by Aspen Pacific Funding, LLC, by Aspen Pacific Capital, Inc., its sole member, by Howard Cohen, its President and CEO; and (2) by the law firm of Greenberg Traurig, LLP (the agent for Aspen Pacific Funding, LLC) by Eric Rowen, a shareholder with this firm. Each of the original Authorization

**Greenberg Traurig, LLP | Attorneys at Law**

1840 Century Park East | Suite 1900 | Los Angeles, California 90067-2121 | T +1 310.586.7700 | F +1 310.586.7800

Albany. Amsterdam. Atlanta. Austin. Berlin. Boca Raton. Boston. Chicago. Dallas. Delaware. Denver. Fort Lauderdale. Houston. Las Vegas. London. Los Angeles. Mexico City. Miami. Milan. Minneapolis. Nashville. New Jersey. New York. Northern Virginia. Orange County. Orlando. Philadelphia. Phoenix. Sacramento. San Francisco. Seoul. Shanghai. Silicon Valley. Tallahassee. Tampa. Tel Aviv. Tokyo. Warsaw. Washington, D.C. West Palm Beach. Westchester County.

Operates as Greenberg Traurig Germany, LLP, "A separate UK registered legal entity," Greenberg Traurig, G.C., "Greenberg Traurig Santa Maria," Greenberg Traurig LLP Foreign Legal Consultant Office, "A branch of Greenberg Traurig, P.A., Florida, USA," "GT Tokyo Horier Anusaho," Greenberg Traurig Bratislava s.p. s

Ms. Miriam Marquez  
August 2, 2019  
Page 2

For Agent to Collect Excess Proceeds forms is followed by two separate notarized  
acknowledgments, one for Mr. Cohen's signature, and one for Mr. Rowen's  
signature..

Please confirm that the County now has all of the documents it requires to process the refund of  
excess tax sale proceeds. Please also let me know if you have any questions or if the County  
needs additional information.

Thank you for your help with this.

Best regards,



Andrew Bodeau

AB:

1 **Declaration of Howard Cohen**

2 I, Howard Cohen, declare as follows:

3 1. I am the chief executive officer of Aspen Pacific Funding, LLC, a Delaware limited liability  
4 corporation. I have personal knowledge of each of the facts set forth herein, and if called to testify hereto, I  
5 could and would competently so testify.

6 2. Aspen Pacific Funding, LLC is a Delaware limited liability company in good standing.  
7 Attached hereto as Exhibit A is a true and correct copy the Certificate of Good Standing evidencing this  
8 fact which I obtained from the Delaware Secretary of State.

9 3. Aspen Pacific Funding, LLC claims the excess proceeds resulting from the tax sale of the  
10 real property assessed with reference to the following Riverside County Assessment Numbers:

11

<u>Assessment No.</u>	<u>Excess Proceeds</u>
663020001	\$104,806.50
663020013	\$18,083.95
663020014	\$20,358.87

12  
13  
14

15 4. Aspen Pacific Funding, LLC's claim to these excess proceeds is pursuant to the lien created  
16 by the Deed of Trust recorded June 20, 2006 as Document Number 2006-044841 in the official records of  
17 the Riverside County Recorder, a true and correct copy of which is attached hereto as Exhibit B. The  
18 remaining principal due on the debt secured by the Deed of Trust, not including accrued interest, fees and  
19 other charges, is **\$6,818,708.22**, as discussed more fully below:

20 a. As is reflected in that Deed of Trust (Exhibit B hereto), Mayer-Luce Investments,  
21 LLC (the "Grantor" under the Deed of Trust") was indebted to Aspen Pacific Funding, LLC (the  
22 "Beneficiary" under the Deed of Trust) in the total amount of Seventeen Million Two Hundred Seventeen  
23 Thousand Eight Hundred and Eight and 22/100ths Dollars (**\$17,217,808.22**). See page 1 of the Deed of  
24 Trust which is the third page of Exhibit B).

25 b. As security for that \$17,217,808.22 debt, Mayer-Luce Investments, LLC granted  
26 Aspen Pacific Funding, LLC a security interest in the 155 acres of real property that was assessed for  
27 property tax purposes with reference to Assessment Nos. 663020001, 663020013, and 663020014. The  
28 first page of the Deed of Trust, Exhibit B hereto, shows the three assessment numbers. The second

1 paragraph of the "Recitals" portion of the Deed of Trust (see page 1 of the Deed of Trust, which is the third  
2 page of Exhibit B) describes the "Land" and the Real Property subject to the Deed of Trust as  
3 "approximately 155 acres located in Riverside County, California, as described in Exhibit A [to the Deed  
4 of Trust], and includes the land in the definition of "Real Property." Article 1, sections 1.1 through 1.3,  
5 located at pages 1-3 of the Deed of Trust grants Aspen Pacific Funding, LLC a secured interest in the Real  
6 Property. The last page of the Deed of Trust bears the legal description which corresponds to Assessment  
7 Nos. 663020001, 663020013, and 663020014.

8 c. Mayer-Luce Investments, LLC defaulted on the loan that it owed to Aspen Pacific  
9 Funding, LLC. In connection with that default, Mayer-Luce Investments, LLC executed a Grant Deed to  
10 Oasis Asset Management, LLC, a Delaware limited liability company, which was recorded March 28, 2008  
11 as Document No. 2008-0154538. A true and correct copy of the Grant Deed is attached hereto as Exhibit  
12 C. That Grant Deed reflects that the amount remaining unpaid as of May 15, 2008 under the Deed of Trust  
13 to Aspen Pacific Funding, LLC was \$15,217,808.22, not including interest, fees and costs. (See Exhibit C,  
14 page 1.) Mayer-Luce Investments, LLC did not make any further payment at any time after May 15, 2008.

15 d. The Grant Deed did not satisfy or extinguish the lien under the Deed of Trust.  
16 Aspen Pacific Funding, LLC did not reduce the total debt due by Mayer-Luce as a consequence of the  
17 conveyance under the Grant Deed. The Grant Deed specifically provides:

18 It is the intent of Granter and Grantee that *Grantee's interest in the Property*  
19 *shall not merge with the interest of Lender in the Property under the Deed*  
20 *of Trust*, and the transfer of such interest to Grantee hereunder shall not so  
21 merge with Lender's interest in the Property under the Deed of Trust, *and the*  
22 *Deed of Trust shall remain as a first priority lien on the Property*, upon  
23 which Lender may foreclose, whether judicially or non-judicially, pursuant to  
24 its power of sale under the Deed of Trust, notwithstanding the transfer of the  
25 Property to Grantee.

26 (Exhibit C hereto, page 2, yellow highlight.)  
27  
28

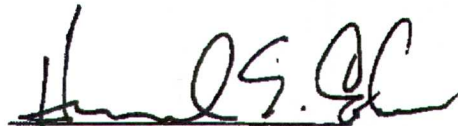
1 e. As a consequence of the Grant Deed, the Assessor determined that the real property  
2 assessed with reference to Assessment Nos. 663020001, 663020013, and 663020014 changed ownership  
3 and supplementally assessed that real property at the following Assessor-determined fair market values as  
4 of March 28, 2008:

<u>Assessment No.</u>	<u>FMV as of March 28, 2008</u>
663020001	\$ 2,394,000
663020013	\$ 2,084,000
663020014	<u>\$ 3,921,100</u>
Total	\$ 8,399,100

10  
11 f. If the \$15,217,808.22 (principal only) amount of debt secured by the Deed of Trust  
12 to Aspen Pacific Funding, LLC is reduced by the Assessor's \$8,399,100 fair market value determination,  
13 the remaining amount of debt secured by the Deed of Trust is **\$6,818,708.22**. At a minimum, this sum  
14 remains due and owing to Aspen Pacific Funding, LLC, and remains subject to the lien established by the  
15 Deed of Trust recorded June 20, 2006.

16 5. Executed this 21st day of June, 2018 at Basalt, Colorado.

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

19  
20 

21 Howard Cohen

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 08:23 AM 04/29/2005  
Filed 08:23 AM 04/29/2005  
SRV 050346097 - 3943903 FILE

CERTIFICATE OF FORMATION  
OF  
ASPEN PACIFIC FUNDING, LLC

This Certificate of Formation of Aspen Pacific Funding, LLC (the "Company") is being executed by the undersigned for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act.

The name of the Company is: Aspen Pacific Funding, LLC.

The address of the Company's registered office in the State of Delaware is 32 Lockerman Square, Suite 109, in the City of Dover, County of Kent, Delaware 19904. The name of its Registered Agent at such address is Registered Agent Solutions, Inc.

Pursuant to Section 18-215(b) of the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 *et seq.*, the debts, liabilities, obligations and expenses incurred by, contracted for or otherwise existing with respect to a particular series of the Company, whether such series is now authorized and existing pursuant to the Limited Liability Company Agreement of the Company or is hereafter authorized and existing pursuant to the Limited Liability Company Agreement, shall be enforceable against the assets associated with that series only, and not against the assets associated with any other series (or against the assets of the Company generally).

IN WITNESS WHEREOF, the undersigned, an authorized person of the Company, executed this Certificate of Formation this 28<sup>th</sup> day of April, 2005.

\_\_\_\_\_  
Authorized Person  
Steven E. Amptell

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ASPEN PACIFIC FUNDING, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINETEENTH DAY OF AUGUST, A.D. 2005.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ASPEN PACIFIC FUNDING, LLC" WAS FORMED ON THE TWENTY-NINTH DAY OF APRIL, A.D. 2005.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4104085

DATE: 08-19-05

3943908 8300

050686818

# Delaware

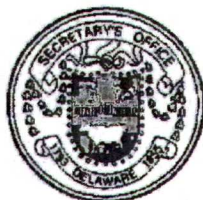
Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ASPEN PACIFIC FUNDING, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTIETH DAY OF JUNE, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ASPEN PACIFIC FUNDING, LLC" WAS FORMED ON THE TWENTY-NINTH DAY OF APRIL, A.D. 2005.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



3943903 8300

SR# 20185256683

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202919182

Date: 06-20-18



**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY**

RECEIVED

2018 JUN 26 AM 11:43

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR  
POST MARKED TIMELY

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 209 Item 489 Assessment Number: 663020001-8 Assessee: OASIS ASSET MGMT

Situs:

Date Sold: May 2, 2017

Date Deed to Purchaser Recorded: June 21, 2017

Final Date to Submit Claim: June 21, 2018

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 104,806.50 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2008-0154538; recorded on March 28, 2008. 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.**  
The Grant Deed recorded as document 2008-0154538 in the official records of Riverside County is attached.

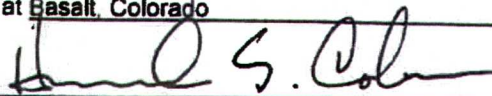
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

If the property is held in Joint Tenancy, the tax sale 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 21<sup>st</sup> day of June, 2018 at Basalt, Colorado

Signature of Claimant

  
Signature of Claimant

Howard Cohen, authorized person, Oasis Asset Management, LLC

Print Name

Print Name

P.O. Box 3373

Street Address

Street Address

Basalt, CO 81621

City, State, Zip

City, State, Zip

(702) 278-6060

Phone Number

Phone Number

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 209 Item 489 Assessment Number: 663020001-8 Assessee: OASIS ASSET MGMT

Situs:

Date Sold: May 2, 2017

Date Deed to Purchaser Recorded: June 21, 2017

Final Date to Submit Claim: June 21, 2018

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 104,806.50 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2008-0154538; recorded on March 28, 2008. 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. The Grant Deed recorded as document 2008-0154538 in the official records of Riverside County is attached.

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

If the property is held in Joint Tenancy, the tax sale 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 21st day of June, 2018 at Basalt, Colorado

Howard S. Cohen 4/14/19

Signature of Claimant @ Los Angeles, CA

Howard S Cohen

Print Name P.O. Box 3373

Street Address Basalt CA 91621

City, State, Zip 762 278-6060

Phone Number

Howard S. Cohen

Signature of Claimant

Howard Cohen, authorized person, Oasis Asset Management, LLC

Print Name P.O. Box 3373

Street Address Basalt, CO 81621

City, State, Zip (702) 278-6060

Phone Number

**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY**

RECEIVED

2018 JUN 26 AM 11:43

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR  
POSTMARKED TIMELY

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 209 Item 490 Assessment Number: 663020013-9 Assessee: OASIS ASSET MGMT

Situs:

Date Sold: May 2, 2017

Date Deed to Purchaser Recorded: June 21, 2017

Final Date to Submit Claim: June 21, 2018

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 18,083.95 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2008-0154538; recorded on March 28, 2008. 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.**  
The Grant Deed recorded as document 2008-0154538 in the official records of Riverside County is attached.

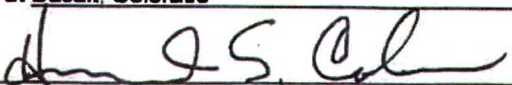
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the property is held in Joint Tenancy, the tax sale 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 21<sup>st</sup> day of June, 2018 at Basalt, Colorado

Signature of Claimant

  
Signature of Claimant

Howard Cohen, authorized person, Oasis Asset Management, LLC

Print Name

Print Name

P.O. Box 3373

Street Address

Street Address

Basalt, CO 81621

City, State, Zip

City, State, Zip

(702) 278-6060

Phone Number

Phone Number

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 209 Item 490 Assessment Number: 663020013-9 Assessee: OASIS ASSET MGMT

Situs:

Date Sold: May 2, 2017

Date Deed to Purchaser Recorded: June 21, 2017

Final Date to Submit Claim: June 21, 2018

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 18,083.95 from the sale of the above mentioned real property. I/We were the [ ] lienholder(s), [x] property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2008-0154538 ; recorded on March 28, 2008 . 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. The Grant Deed recorded as document 2008-0154538 in the official records of Riverside County is attached.

Four horizontal lines for listing documentation supporting the claim.

If the property is held in Joint Tenancy, the tax sale 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 21st day of June, 2018 at Basalt, Colorado

Signature of Claimant @ COS Angeles, CA

Signature of Claimant

Howard S. Cohen

Howard Cohen, authorized person, Oasis Asset Management, LLC

P.O. Box 3373

Print Name

Basalt, CO 81621

P.O. Box 3373

762 278-6060

Street Address

Basalt, CO 81621

City, State, Zip

(702) 278-6060

Phone Number

Phone Number

**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY**

RECEIVED

2018 JUN 26 AM 11:44

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

TC 209 Item 491 Assessment Number: 663020014-0 Assessee: OASIS ASSET MGMT

POST MARKED TIMELY

Situs:

Date Sold: May 2, 2017

Date Deed to Purchaser Recorded: June 21, 2017

Final Date to Submit Claim: June 21, 2018

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 20,358.87 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2008-0154538; recorded on March 28, 2008. 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.**  
The Grant Deed recorded as document 2008-0154538 in the official records of Riverside County is attached.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the property is held in Joint Tenancy, the tax sale 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 21<sup>st</sup> day of June, 2018 at Basalt, Colorado

Signature of Claimant

  
Signature of Claimant

Howard Cohen, authorized person, Oasis Asset Management, LLC

Print Name

Print Name

P.O. Box 3373

Street Address

Street Address

Basalt, CO 81621

City, State, Zip

City, State, Zip

(702) 278-6060

Phone Number

Phone Number

**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY**

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 209 Item 491 Assessment Number. 663020014-0 Assessee: OASIS ASSET MGMT

Situs:

Date Sold: May 2, 2017

Date Deed to Purchaser Recorded: June 21, 2017

Final Date to Submit Claim: June 21, 2018

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 20,358.87 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2008-0154538; recorded on March 28, 2008. 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.**  
The Grant Deed recorded as document 2008-0154538 in the official records of Riverside County is attached.

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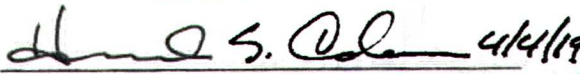
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If the property is held in Joint Tenancy, the tax sale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant 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 21<sup>st</sup> day of June, 2018 at Basalt, Colorado

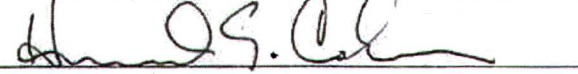
  
Signature of Claimant @ Los Angeles, CA

Howard S. Cohen  
Print Name

P. O Box 3373  
Street Address

Basalt CO 81621  
City, State, Zip

702 278 6060  
Phone Number

  
Signature of Claimant

Howard Cohen, authorized person, Oasis Asset Management, LLC  
Print Name

P.O. Box 3373  
Street Address

Basalt, CO 81621  
City, State, Zip

(702) 278-6060  
Phone Number

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby make Andrew W. Bodeau, Greenberg Traurig, LP my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of the following assessment numbers

663020001, 663020013, and 663020014

sold at public auction on May 2, 2017. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience. I also understand that the total of excess proceeds available for refund is as follows:

<u>Assessment No.</u>	<u>Excess Proceeds</u>
663020001	\$104,806.50
663020013	\$18,083.95
663020014	\$20,358.87

I also understand and have been informed that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

I also request and direct that the refund of any excess proceeds from the above referenced assessments be made payable to:

**Greenberg Traurig Client Trust Account fbo Oasis Asset Management, LLC**

I also request and direct that the warrant or check refunding any excess proceeds from the above referenced assessments be mailed to:

Oasis Asset Management, LLC  
c/o Greenberg Traurig, LP  
1840 Century Park East, 19<sup>th</sup> Floor  
Los Angeles, California 90067

Attn: E. Rowen or A. Bodeau

Oasis Asset Management, LLC,  
a Delaware Limited Liability Company  
by Howard S. Cohen  
its President/CEO

(Signature of Party of Interest)

Howard S. Cohen 4/4/18  
@ Los Angeles, CA

c/o Aspen Pacific Financial, Inc.  
P.O. Box 3373

(Address)

Basalt, CO 81621

(City/State/Zip)

(702) 278-6060

(Area Code/Telephone Number)

STATE OF COLORADO  
COUNTY OF EAGLE

)ss.  
)

On June 21, 2018, before me, Katherine Cloud, personally appeared Howard S. Cohen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

May K. Cloud  
(Signature of Notary)

See attached

(This area for official seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

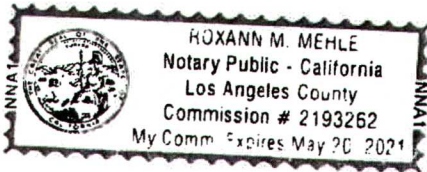
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )  
On 4/14/19 before me, Roxann M. Mehle, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Howard S. Cohen  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Roxann M. Mehle  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Authorization for Agent  
Document Date: 4/14/19 Number of Pages: 2  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE  
**CERTIFIED MAIL**



7018 0360 0001 0420 9078



1000



92502

U.S. POSTAGE  
PAID  
VAN NUYS, CA  
91406  
JUN 21, 18  
AMOUNT  
**\$7.62**  
R2304M113942-15

TREASURER-TAX COLLECTOR  
JUN 25 2018  
**RECEIVED**

**GT** GreenbergTraurig

GREENBERG TRAUIG, LLP  
1840 Century Park East, Suite 1900  
Los Angeles, CA 90067

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

*Re Oasis Asset Management  
TC 209 489, 490, 491*

810075127-X59

GRANT DEED

DOC # 2008-0154538

03/28/2008 08:00A Fee: 21.00

Page 1 of 5

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:  
Oasis Asset Management, LLC  
c/o Aspen Pacific Funding, LLC - Oasis 155 Series  
1930 Village Center Cr., 3-382  
Las Vegas, Nevada 89134  
Attention: Howard Cohen

MAIL TAX STATEMENTS TO:

Same address as above

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							T:	CTY	UNI

Grantor declares that, pursuant to California Revenue and Taxation Code § 11926:

- (1) Aspen Pacific Funding, LLC ("Lender") is the beneficiary under that certain deed of trust with assignment of rents, dated June 9, 2006 and recorded on June 20, 2006 in the Official Records of Riverside County, California as Document No. 2006-0444841 ("Deed of Trust").
- (2) Oasis Asset Management, LLC is a wholly owned subsidiary of Lender.
- (3) The amount of the outstanding principal balance of the loan (not including interest, fees, costs, etc.) as of March 18, 2008 under the Deed of Trust was \$15,217,808.22
- (4) The amount paid by Grantee over and above the unpaid debt was \$-0-.
- (5) The documentary transfer tax is \$-0-.
- (6) The Property is in the County of Riverside, California.

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603 - 020 - 001, 013, 014.

## GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Mayer-Luce Investments, LLC, a California limited liability company, which acquired title as (i) Mayer/Luce Properties, LLC, a California limited liability company, (ii) Mayer/Luce Investments, LLC, a California limited liability Company, and (iii) Mayer/Luce Properties, LLC, a California limited liability company ("*Grantor*"), hereby grants to Oasis Asset Management, LLC, a Delaware limited liability company ("*Grantee*"), that certain real property (the "*Land*") located in the County of Riverside, State of California, more particularly described in Exhibit "A" attached hereto together with all right, title and interest of Grantor in and to all easements, privileges and rights appurtenant to the Land and pertaining or held and enjoyed in connection therewith and all of Grantor's right, title and interest in and to any land lying in the bed of any street, alley, road or avenue to the centerline thereof in front of, or adjoining the Land and all buildings and improvements now located or hereafter constructed on the Land (collectively, the "*Property*").

Grantor further declares and warrants that: this Deed is a present, complete and absolute conveyance, Grantor having sold the Property for a fair and adequate consideration; this conveyance is freely and fairly made; this Deed is not intended as a mortgage, deed of trust or other security of any kind; possession of the Property is hereby surrendered and delivered to Grantee; Grantee has advised Grantor to consult an attorney concerning this Deed; Grantor understands the effect of this Deed; and in executing this Deed, Grantor is not acting under any duress, undue influence or coercion by Grantee or Lender or any of their representatives, agents or attorneys.

It is the intent of Grantor and Grantee that Grantee's interest in the Property shall not merge with the interest of Lender in the Property under the Deed of Trust, and the transfer of such interest to Grantee hereunder shall not so merge with Lender's interest in the Property under the Deed of Trust, and the Deed of Trust shall remain as a first priority lien on the Property, upon which Lender may foreclose, whether judicially or non-judicially, pursuant to its power of sale under the Deed of Trust, notwithstanding the transfer of the Property to Grantee.

Grantor agrees and warrants that if, for any reason, this conveyance shall be held ineffective in any particular, or in the event of the setting aside of this conveyance or a reconveyance of the Property to Grantor by reason of any proceedings instituted under the United States Bankruptcy Code, 11 U.S.C. Section 101, et seq., or any state bankruptcy or insolvency law, then Lender shall be subrogated to, or shall be considered to have retained, as against Grantor, all of its rights under the Deed of Trust and the indebtedness secured thereby, and, in any such event, Grantor's liability under the Deed of Trust and the indebtedness secured thereby shall continue in full force and effect as they existed immediately prior to the recordation hereof, and Lender shall have the right to exercise all remedies under the Deed of Trust and the indebtedness secured thereby in all respects as if this instrument had not been executed and delivered to Grantee. Grantor agrees to pay Grantee's and Lender's actual attorneys' fees and costs incurred in any action or proceeding to invalidate this conveyance or cause a reconveyance of the Property to Grantor.


Each individual executing this Deed on behalf of Grantor represents and warrants that he or she has full power, capacity and authority to act on the behalf of and legally bind Grantor to this Deed and the terms contained herein.

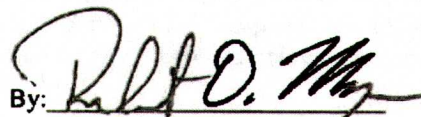
Grantor does hereby waive, surrender, convey and relinquish any equity of or statutory rights of redemption, cure or homestead concerning the Property and the Deed of Trust.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of March 28, 2008.

**GRANTOR**

MAYER-LUCE INVESTMENTS, LLC, a  
California limited liability company

By:   
Walter Luce, Manager

By:   
Robert O. Mayer, Manager

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF LAND**

Order No.: 810075127-X59

**LEGAL DESCRIPTION**

THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, APPROVED JUNE 28, 1905.

EXCEPT THAT PORTION GRANTED TO THE COUNTY OF RIVERSIDE, BY DEED RECORDED NOVEMBER 8, 1933 IN BOOK 146 PAGE 26 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 35;  
THENCE SOUTHERLY, ON THE WESTERLY LINE OF SAID SECTION, TO THE SOUTHWEST CORNER THEREOF;  
THENCE EASTERLY, 40.00 FEET, ON THE SOUTHERLY LINE OF SAID SECTION;  
THENCE NORTHERLY, 5,110.12 FEET ON A LINE PARALLEL WITH AND EASTERLY, 40.00 FEET FROM THE WESTERLY LINE OF SAID SECTION;  
THENCE NORTHEASTERLY, 264.08 FEET, ON A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 89° 15' 00";  
THENCE EASTERLY, ON A LINE PARALLEL WITH AND SOUTHERLY 40.00 FEET FROM THE NORTHERLY LINE OF SAID SECTION, TO A POINT ON THE EAST LINE OF SAID SECTION 35;  
THENCE NORTHERLY 40.00 FEET, ON SAID EAST LINE, TO THE NORTHEAST CORNER OF SAID SECTION;  
THENCE WESTERLY, ON THE NORTHERLY LINE OF SAID SECTION, TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION ACQUIRED BY THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY FINAL ORDER OF CONDEMNATION MADE IN CASE NO. INDO 18053, IN THE SUPERIOR COURT BY THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF SAID ORDER BEING RECORDED JANUARY 23, 1976 AS INSTRUMENT NO. 9706 OF OFFICIAL RECORDS.

ALSO EXCEPT INTEREST TO OILS AND MINERALS IN AND UNDER SAID LAND WITH RIGHT OF SURFACE ENTRY AS RESERVED TO ALLEN J. SILVER AND FRED A SILVER IN A DEED RECORDED NOVEMBER 21, 1963 AS INSTRUMENT NO. 123448 OF OFFICIAL RECORDS.

END OF LEGAL DESCRIPTION

State of California  
County of Riverside

On March 13<sup>th</sup>, 2008 before me, Tressa L. Rounds, Notary Public  
(Here insert Name and Title of

Officer)  
personally appeared Walter W. Luce and Robert O. Meyer  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Tressa L. Rounds  
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL



State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_  
(Here insert Name and Title of

Officer)  
personally appeared \_\_\_\_\_,  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

RECEIVED

2018 JUN 12 PM 12:28

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

**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 209 Item 489 Assessment No.: 663020001-8

Assessee: OASIS ASSET MGMT

Situs:

Date Sold: May 2, 2017

Date Deed to Purchaser Recorded: June 21, 2017

Final Date to Submit Claim: June 21, 2018

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 262,544.99 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2017-0248562 recorded on 06/21/2017. 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.

\* Certified

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED. \* Certified  
PWS Grant Deed Recorder's Document No. 2008-0154538 recorded 3/28/2008

- LAST TAX ASSESSMENT BILL REPORT
- ALL REQUIRED CORPORATE REGISTRATION DOCUMENTS-CERTIFIED
- GOOD STANDING CERTIFICATE - ORIGINAL SIGNATURE

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 8 day of June, 2018 at Chico Hills CA San Bernardino

Signature of Claimant \_\_\_\_\_

Print Name \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

[Signature]  
Signature of Claimant MALOSI TAELEIFI  
MANAGER, MANAGING MEMBER

OASIS ASSET MANAGEMENT, LLC  
Print Name

3401 SIRIUS AVE STE 3-336  
Street Address

LAS VEGAS, NV 89102  
City, State, Zip

(909)631-1946 email mtaeleifi@yahoo.com  
Phone Number

*See current Notary Attachment*

RECEIVED

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

2018 JUN 12 PM 12:29

To: Don Kent, Treasurer-Tax Collector

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

Re: Claim for Excess Proceeds

TC 209 Item 490 Assessment No.: 663020013-9

Assessee: OASIS ASSET MGMT

Situs:

Date Sold: May 2, 2017

Date Deed to Purchaser Recorded: June 21, 2017

Final Date to Submit Claim: June 21, 2018

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 143,980.47 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. 2017-0248563 recorded on 6/21/2017. 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.**

Plus Grant Deed Recorder's Document No. 2008-0154538 recorded <sup>Certified</sup> 03/28/2008

LAST TAX ASSESSMENT BILL REPORT

ALL REQUIRED CORPORATE REGISTRATION DOCUMENTS - CERTIFIED

GOOD STANDING CERTIFICATE - ORIGINAL SIGNATURE

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 8 day of June, 2018 at San Bernardino, CA  
County State

~~Signature of Claimant~~  
~~Print Name~~  
~~Street Address~~  
~~City, State, Zip~~  
~~Phone Number~~

MALOSI TAELEFI  
Signature of Claimant MANAGER, MANAGING MEMBER

OASIS ASSET MANAGEMENT, LLC  
Print Name  
3401 SIRIUS AVE STE 3-336  
Street Address

LAS VEGAS, NV 89102  
City, State, Zip  
(909) 631-1946 mtaelefi@yahoo.com  
Phone Number email:

SCO 8-21 (1-99)

SEE NOTARY ATTACHMENT



RECEIVED

2018 JUN 12 PM 12: 28

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

RIVERSIDE COUNTY,  
TREAS-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 209 Item 491 Assessment No.: 663020014-0

Assessee: OASIS ASSET MGMT

Situs:

Date Sold: May 2, 2017

Date Deed to Purchaser Recorded: June 21, 2017

Final Date to Submit Claim: June 21, 2018

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$222,746.61 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. 2017-0248564, recorded on 06/21/2017. 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.

Plus Grant Deed Recorder's Document No. 2008-0154538 recorded 03/28/2008 *Certified*  
LAST TAX ASSESSMENT BILL REPORT  
ALL REQUIRED CORPORATE REGISTRATION DOCUMENTS - CERTIFIED  
GOOD STANDING CERTIFICATE - ORIGINAL SIGNATURE

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 8 day of June, 2018 at Chino Hills San Bernardino, CA  
County, State

~~Signature of Claimant~~  
~~Print Name~~  
~~Street Address~~  
~~City, State, Zip~~  
~~Phone Number~~

MALOSI TAELEIFI  
MANAGER, MANAGING MEMBER  
OASIS ASSET MANAGEMENT, LLC  
3401 SIRIUS AVE STE 3-336  
LAS VEGAS, NV 89102  
(909) 631-1946 *email* mtaeleifi@yahoo.com

*SEE ATTACHMENT*

8/0075/27-X59

GRANT DEED

DOC # 2008-0154538

03/28/2008 08:00A Fee:21.00

Page 1 of 5

Recorded in Official Records

County of Riverside

Larry H. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:  
Oasis Asset Management, LLC  
c/o Aspen Pacific Funding, LLC - Oasis 155 Series  
1930 Village Center Cr., 3-382  
Las Vegas, Nevada 89134  
Attention: Howard Cohen



MAIL TAX STATEMENTS TO:

Same address as above

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
							T:	CTY	UNI

Grantor declares that, pursuant to California Revenue and Taxation Code § 11926:

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- (1) Aspen Pacific Funding, LLC ("Lender") is the beneficiary under that certain deed of trust with assignment of rents, dated June 9, 2006 and recorded on June 20, 2006 in the Official Records of Riverside County, California as Document No. 2006-0444841 ("Deed of Trust").
- (2) Oasis Asset Management, LLC is a wholly owned subsidiary of Lender.
- (3) The amount of the outstanding principal balance of the loan (not including interest, fees, costs, etc.) as of March 18, 2008 under the Deed of Trust was \$15,217,808.22
- (4) The amount paid by Grantee over and above the unpaid debt was \$-0-.
- (5) The documentary transfer tax is \$-0-.
- (6) The Property is in the County of Riverside, California.

663-020-001, 013, 014.

## GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Mayer-Luce Investments, LLC, a California limited liability company, which acquired title as (i) Mayer/Luce Properties, LLC, a California limited liability company, (ii) Mayer/Luce Investments, LLC, a California limited liability Company, and (iii) Mayer/Luce Properties, LLC, a California limited liability company ("*Grantor*"), hereby grants to Oasis Asset Management, LLC, a Delaware limited liability company ("*Grantee*"), that certain real property (the "*Land*") located in the County of Riverside, State of California, more particularly described in Exhibit "A" attached hereto together with all right, title and interest of Grantor in and to all easements, privileges and rights appurtenant to the Land and pertaining or held and enjoyed in connection therewith and all of Grantor's right, title and interest in and to any land lying in the bed of any street, alley, road or avenue to the centerline thereof in front of, or adjoining the Land and all buildings and improvements now located or hereafter constructed on the Land (collectively, the "*Property*").

Grantor further declares and warrants that: this Deed is a present, complete and absolute conveyance, Grantor having sold the Property for a fair and adequate consideration; this conveyance is freely and fairly made; this Deed is not intended as a mortgage, deed of trust or other security of any kind; possession of the Property is hereby surrendered and delivered to Grantee; Grantee has advised Grantor to consult an attorney concerning this Deed; Grantor understands the effect of this Deed; and in executing this Deed, Grantor is not acting under any duress, undue influence or coercion by Grantee or Lender or any of their representatives, agents or attorneys.

It is the intent of Grantor and Grantee that Grantee's interest in the Property shall not merge with the interest of Lender in the Property under the Deed of Trust, and the transfer of such interest to Grantee hereunder shall not so merge with Lender's interest in the Property under the Deed of Trust, and the Deed of Trust shall remain as a first priority lien on the Property, upon which Lender may foreclose, whether judicially or non-judicially, pursuant to its power of sale under the Deed of Trust, notwithstanding the transfer of the Property to Grantee.

Grantor agrees and warrants that if, for any reason, this conveyance shall be held ineffective in any particular, or in the event of the setting aside of this conveyance or a reconveyance of the Property to Grantor by reason of any proceedings instituted under the United States Bankruptcy Code, 11 U.S.C. Section 101, *et seq.*, or any state bankruptcy or insolvency law, then Lender shall be subrogated to, or shall be considered to have retained, as against Grantor, all of its rights under the Deed of Trust and the indebtedness secured thereby, and, in any such event, Grantor's liability under the Deed of Trust and the indebtedness secured thereby shall continue in full force and effect as they existed immediately prior to the recordation hereof, and Lender shall have the right to exercise all remedies under the Deed of Trust and the indebtedness secured thereby in all respects as if this instrument had not been executed and delivered to Grantee. Grantor agrees to pay Grantee's and Lender's actual attorneys' fees and costs incurred in any action or proceeding to invalidate this conveyance or cause a reconveyance of the Property to Grantor.

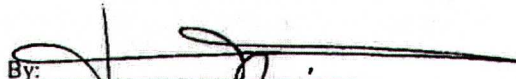
Each individual executing this Deed on behalf of Grantor represents and warrants that he or she has full power, capacity and authority to act on the behalf of and legally bind Grantor to this Deed and the terms contained herein.

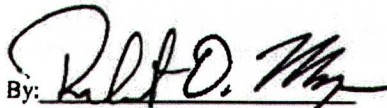
Grantor does hereby waive, surrender, convey and relinquish any equity of or statutory rights of redemption, cure or homestead concerning the Property and the Deed of Trust.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of March 28, 2008.

**GRANTOR**

MAYER-LUCE INVESTMENTS, LLC, a  
California limited liability company

By:   
Walter Luce, Manager

By:   
Robert O. Mayer, Manager

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF LAND**

Order No.: 810075127-X59

**LEGAL DESCRIPTION**

THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, APPROVED JUNE 28, 1905.

EXCEPT THAT PORTION GRANTED TO THE COUNTY OF RIVERSIDE, BY DEED RECORDED NOVEMBER 8, 1933 IN BOOK 146 PAGE 26 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 35;  
THENCE SOUTHERLY, ON THE WESTERLY LINE OF SAID SECTION, TO THE SOUTHWEST CORNER THEREOF;  
THENCE EASTERLY, 40.00 FEET, ON THE SOUTHERLY LINE OF SAID SECTION;  
THENCE NORTHERLY, 5,110.12 FEET ON A LINE PARALLEL WITH AND EASTERLY, 40.00 FEET FROM THE WESTERLY LINE OF SAID SECTION;  
THENCE NORTHEASTERLY, 264.08 FEET, ON A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 89° 15' 00";  
THENCE EASTERLY, ON A LINE PARALLEL WITH AND SOUTHERLY 40.00 FEET FROM THE NORTHERLY LINE OF SAID SECTION, TO A POINT ON THE EAST LINE OF SAID SECTION 35;  
THENCE NORTHERLY 40.00 FEET, ON SAID EAST LINE, TO THE NORTHEAST CORNER OF SAID SECTION;  
THENCE WESTERLY, ON THE NORTHERLY LINE OF SAID SECTION, TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION ACQUIRED BY THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY FINAL ORDER OF CONDEMNATION MADE IN CASE NO. INDO 18053, IN THE SUPERIOR COURT BY THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF SAID ORDER BEING RECORDED JANUARY 23, 1976 AS INSTRUMENT NO. 9706 OF OFFICIAL RECORDS.

ALSO EXCEPT INTEREST TO OILS AND MINERALS IN AND UNDER SAID LAND WITH RIGHT OF SURFACE ENTRY AS RESERVED TO ALLEN J. SILVER AND FRED A SILVER IN A DEED RECORDED NOVEMBER 21, 1963 AS INSTRUMENT NO. 123448 OF OFFICIAL RECORDS.

END OF LEGAL DESCRIPTION

State of California  
County of Riverside

On March 13<sup>th</sup>, 2008 before me, Tressa L. Rounds, Notary Public  
(Here insert Name and Title of

Officer)  
personally appeared Walter W. Luce and Robert O. Meyer  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Tressa L. Rounds  
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL



State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_  
(Here insert Name and Title of

Officer)  
personally appeared \_\_\_\_\_,  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

**State of California**  
**Secretary of State**  
**CERTIFICATE OF AMENDMENT**  
**LIMITED LIABILITY COMPANY**



IMPORTANT - Read instructions before completing this form.  
 A \$30.00 filing fee must accompany this form.

**FILED**  
 In the Office of the Secretary of State  
 of the State of California  
 MAY 01 2009

This Space For Filing Use Only

1. SECRETARY OF STATE FILE NUMBER 200806110006  
 2. NAME OF LIMITED LIABILITY COMPANY OASIS ASSET MANAGEMENT, LLC

3. COMPLETE ONLY THE SECTIONS WHERE INFORMATION IS BEING CHANGED. ADDITIONAL PAGES MAY BE ATTACHED IF NECESSARY.  
 A. LIMITED LIABILITY COMPANY NAME (END THE NAME WITH THE WORDS "LIMITED LIABILITY COMPANY," "LTD. LIABILITY CO." OR THE ABBREVIATIONS "LLC" OR "L.L.C.")

B. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY (CHECK ONE):  
 ONE MANAGER  
 MORE THAN ONE MANAGER  
 ALL LIMITED LIABILITY COMPANY MEMBER(S)

C. AMENDMENT TO TEXT OF THE ARTICLES OF ORGANIZATION:

D. OTHER MATTERS TO BE INCLUDED IN THIS CERTIFICATE MAY BE SET FORTH ON SEPARATE ATTACHED PAGES AND ARE MADE A PART OF THIS CERTIFICATE. OTHER MATTERS MAY INCLUDE A CHANGE IN THE LATEST DATE ON WHICH THE LIMITED LIABILITY COMPANY IS TO DISOLVE OR ANY CHANGE IN THE EVENTS THAT WILL CAUSE THE DISSOLUTION.

4. FUTURE EFFECTIVE DATE, IF ANY:  
 MONTH DAY YEAR

5. NUMBER OF PAGES ATTACHED, IF ANY:

6. IT IS HEREBY DECLARED THAT I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

SIGNATURE OF AUTHORIZED PERSON  
 DATE  
 Peter Shookridge, CFO of Aspen Pacific Group, Inc., the sole member of Aspen Pacific Funding, LLC, the sole member

7. RETURN TO:  
 NAME  
 FIRM  
 ADDRESS  
 CITY/STATE  
 ZIP CODE

Jan Beal, Esq.  
 Greenberg Traurig, LLP  
 1200 17th Street, Suite 2400  
 Denver, CO 80202

APPROVED BY SECRETARY OF STATE

ALEX PADILLA, Secretary of State

*Alex Padilla*

Date:

MAR 14 2018 *MSS*

I hereby certify that the foregoing  
transcript of \_\_\_\_\_ page(s)  
is a full, true and correct copy of the  
original record in the custody of the  
California Secretary of State's office.







**State of California  
Secretary of State**

File # **200806110006**

**FILED**  
In the Office of the Secretary of State  
of the State of California

**MAY 01 2009**

**CERTIFICATE OF CONVERSION**

This Space For Filing Use Only

**IMPORTANT — Read all instructions before completing this form.**

**CONVERTED ENTITY INFORMATION**

1. NAME OF CONVERTED ENTITY OASIS ASSET MANAGEMENT, LLC		3 JURISDICTION NEVADA	
2. FORM OF ENTITY LIMITED LIABILITY COMPANY		CITY AND STATE LAS VEGAS, NV	ZIP CODE 89134
4. MAILING ADDRESS OF CHIEF EXECUTIVE OFFICE 1930 VILLAGE CENTER CIRCLE, #3-382		CITY AND STATE LAS VEGAS, NV	ZIP CODE 89134
5. STREET ADDRESS OF CHIEF EXECUTIVE OFFICE 1930 VILLAGE CENTER CIRCLE, #3-382		CITY LAS VEGAS, NV	STATE CA
6. STREET ADDRESS OF THE CALIFORNIA OFFICE, IF ANY N/A		CITY AND STATE LAS VEGAS, NV	ZIP CODE 89134
7. MAILING ADDRESS OF AGENT FOR SERVICE OF PROCESS 1930 VILLAGE CENTER CIRCLE, #3-382		CITY AND STATE LAS VEGAS, NV	ZIP CODE 89134

**CONVERTING ENTITY INFORMATION**

8. NAME OF CONVERTING ENTITY OASIS ASSET MANAGEMENT, LLC		11. CA SECRETARY OF STATE FILE NUMBER, IF ANY <b>200806110006</b>	
9. FORM OF ENTITY LIMITED LIABILITY COMPANY		10 JURISDICTION CALIFORNIA	

12. THE PRINCIPAL TERMS OF THE PLAN OF CONVERSION WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, PROVIDE THE FOLLOWING FOR EACH CLASS:

STATE THE CLASS AND NUMBER OF OUTSTANDING INTERESTS ENTITLED TO VOTE	AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS
Sole Member- Aspen Pacific Funding, LLC, a Delaware limited liability company	100%

**ADDITIONAL INFORMATION**

13. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

14. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

BY: Aspen Pacific Asset Management, LLC, a Nevada limited liability company, its Mgr.  
By: Aspen Pacific Group, Inc., a Delaware corporation, its sole Member.  
By: Peter Shoobridge, Chief Financial Officer

	DATE Apr 13 2009	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON Peter Shoobridge, Chief Financial Officer
_____ SIGNATURE OF AUTHORIZED PERSON	DATE	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON
_____ SIGNATURE OF AUTHORIZED PERSON	DATE	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

APPROVED BY SECRETARY OF STATE



I hereby certify that the foregoing transcript of \_\_\_\_\_ page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

MAR 14 2018 *VISS*

Date: \_\_\_\_\_

*Alex Padilla*

ALEX PADILLA, Secretary of State



ROSS MILLER  
 Secretary of State  
 264 North Carson Street, Ste 1  
 Carson City, Nevada 89701-4398  
 (775) 894 8768  
 Website: www.nvssos.gov

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>00002343455-76</b>
	Filing Date and Time <b>06/19/2009 7:13 AM</b>
	Entity Number <b>E0352302009-4</b>

**Articles of Conversion**  
 (PURSUANT TO NRS 92A.205)  
 Page 1

(SEE BLANK PAGE ONLY - DO NOT REMOVE)

ABOVE SPACE IS FOR OFFICE USE ONLY

**Articles of Conversion**  
 (Pursuant to NRS 92A.205)

**1. Name and jurisdiction of organization of constituent entity and resulting entity:**

<u>OASH ASSET MANAGEMENT, LLC</u> Name of constituent entity	
<u>CALIFORNIA</u> Jurisdiction	<u>LIMITED LIABILITY COMPANY</u> Entity type
and	
<u>OASH ASSET MANAGEMENT, LLC</u> Name of resulting entity	
<u>NEVADA</u> Jurisdiction	<u>LIMITED LIABILITY COMPANY</u> Entity type

2. A plan of conversion has been adopted by the constituent entity in compliance with the law of the jurisdiction governing the constituent entity.

3. Location of plan of conversion: (check one)

- The entire plan of conversion is attached to these articles.
- The complete executed plan of conversion is on file at the registered office or principal place of business of the resulting entity.
- The complete executed plan of conversion for the resulting domestic limited partnership is on file at the records office required by NRS 92A.235.

\* corporation, limited partnership, limited-liability limited partnership, limited liability company or business trust.

This form must be accompanied by appropriate fees.

State of Nevada Secretary of State 92A Conversion Page 1  
 Revised: 1-1-06



ROSS MILLER  
 Secretary of State  
 204 North Carson Street, Ste 1  
 Carson City, Nevada 89701-4200  
 (775) 684 5700  
 Website: www.svsos.gov

**Articles of Conversion**  
 (PURSUANT TO NRS 92A.200)  
 Page 2

USE BLACK INK ONLY - DO NOT HIGHLIGHT

NOTICE: OFFICE IN FOR OFFICE USE ONLY

4. Forwarding address where copies of proceeds may be sent by the Secretary of State of Nevada (if a foreign entity is the resulting entity in the conversion):

Attn: \_\_\_\_\_  
 c/o: NOT APPLICABLE

5. Effective date of conversion (optional) (not to exceed 90 days after the articles are filed pursuant to NRS 92A.240):

6. Signatures - must be signed by:

- 1. If constituent entity is a Nevada entity: an officer of each Nevada corporation; all general partners of each Nevada limited partnership or limited liability limited partnership; a manager of each Nevada limited liability company with managers or one member if there are no managers; a trustee of each Nevada business trust; a managing partner of a Nevada limited liability partnership (i.e., general partnership governed by NRS chapter 67).
- 2. If constituent entity is a foreign entity: must be signed by the constituent entity in the manner provided by the law governing it.

**OKERS ASSET MANAGEMENT, LLC**  
 Name of constituent entity  
 By: Jason Pacific Asset Management, LLC, a Nevada limited liability company, its Manager  
 By: Jason Pacific Group, Inc., a Delaware corporation, its sole member  
 Signature: \_\_\_\_\_ Title: Chief Financial Officer Date: April 5, 2009

\* Pursuant to NRS 92A.205(4) if the conversion takes effect on a later date specified in the articles of conversion pursuant to NRS 92A.240, the nonliability document filed with the Secretary of State pursuant to paragraph (b) subsection 1 must state the name and the jurisdiction of the constituent entity and that the existence of the resulting entity does not begin until the later date. This statement must be included within the resulting entity's articles.

**FILING FEE: \$350.00**

**IMPORTANT:** Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.  
 Nevada Secretary of State 92A Conversion Page 2  
 Revised: 11/08



**ROSS MILLER**  
 Secretary of State  
 266 North Carson Street  
 Carson City, Nevada 89701-4299  
 (775) 384-6700  
 Website: www.nvsec.gov

Filed in the office of 	Document Number <b>00002343456-87</b>
Ross Miller Secretary of State State of Nevada	Filing Date and Time <b>06/19/2009 7:13 AM</b>
	Entity Number <b>E0352302009-4</b>

**Articles of Organization  
 Limited-Liability Company**  
 (PURSUANT TO NRS CHAPTER 90)

USE BLACK INK ONLY - DO NOT HIGHLIGHT ABOVE SPACES FOR OFFICE USE ONLY

<b>1. Name of Limited-Liability Company:</b> (Please attach approved Service-Liability Company Waiver on instructions)	<b>OASIS ASSET MANAGEMENT, LLC</b>	Check box if a Series Limited-Liability Company <input type="checkbox"/>
<b>2. Registered Agent for Service of Process:</b> (check only one box)	<input type="checkbox"/> Commercial Registered Agent <input checked="" type="checkbox"/> Noncommercial Registered Agent <b>ASPEN PACIFIC ASSET MANAGEMENT, LLC</b> Name of Noncommercial Registered Agent OR Name of Title of Officer or Other Person with Entity 1830 Village Center Circle, #5-382 Las Vegas Nevada 89134 Street Address City State Zip Code Mailing Address (if different from street address) City State Zip Code	
<b>3. Dissolution Date:</b> (optional)	Latest date upon which the company is to dissolve (if existence is not perpetual):	
<b>4. Management:</b> (required)	Company shall be managed by: <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Member(s) (check only one box)	
<b>5. Name and Address of each Manager or Managing Member:</b> (attach additional page if more than 3)	1) <b>ASPEN PACIFIC ASSET MANAGEMENT, LLC</b> , a Nevada limited liability company Name: Aspen Pacific Asset Management, LLC 1830 Village Center Circle, #5-382 Las Vegas NV 89134 Street Address City State Zip Code 2) _____ Name: _____ Street Address City State Zip Code 3) _____ Name: _____ Street Address City State Zip Code	
<b>6. Name, Address and Signature of Organizer:</b> (attach additional page if more than 1 organizer)	<b>Peter Bhoobridge</b> Name: Peter Bhoobridge 1830 Village Center Dr, #5-382 Las Vegas NV 89134 Address City State Zip Code Organizer Signature: Date: April 3, 2009	
<b>7. Certificate of Acceptance of Appointment of Registered Agent:</b>	I hereby accept appointment as Registered Agent for the above named Entity. Aspen Pacific Asset Management, LLC By: Aspen Pacific Group, Inc., its sole member By: Peter Bhoobridge, CEO Date: April 3, 2009 Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity	

*This form must be accompanied by appropriate fees.*



# Oasis Asset Management LLC

Organized under the Laws of the State of California-Converted into Nevada

## Statement of Continued Ownership and Company Operation


At a special meeting of the Managers and Members on the 1<sup>st</sup> Day of March, 2018 duly called in accordance with the operating agreement and held at the offices of the Company at 3401 Sirius Ave Ste 3-336 Las Vegas, NV 89102.

**Be it Resolved** that Mr. Malosi Taeleifi has without interruption continued to own and operate the above represented entity organized in the State of California and Continued into Nevada..

It is agreed that business has and will continue as normal. The movement of 'jurisdiction' was done for the fiscal best of the Company. lack of good standing was in no way in effect due to action or lack thereof on the part of ownership.

**Be it further Resolved** that the company will be continued into Wyoming.

**In Witness Whereof;** I have hereunto set my hand this 1<sup>st</sup> day of March 2018.

  
\_\_\_\_\_  
**Dr. Comer O'Shea**  
**Representative Counsel**

  
Malosi Taeleifi

6/8/2018

See ATTACHMENT

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of San Bernardino }

On June 8, 2018 before me, JEANNE CONLEY - Notary Public (here insert name and title of the officer)  
Madosi Tadeji whose

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

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

WITNESS my hand and official seal.



Notary Public Signature \_\_\_\_\_  
(Notary Public Seal)

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
Statement of Contract Ownership  
Company Operate  
(Title or description of attached document)  
Number of Pages 2 Document Date 3/1/18  
(Title or description of attached document continued)

CAPACITY CLAIMED BY THE SIGNER  
 Individual (s)  
 Corporate Officer  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other  
(Title)  
\_\_\_\_\_

- This form complies with current California statutes regarding notary wording and if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
- State and County information must be the State and County where the document signet(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signet(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signet(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is rare) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate the title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signet. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document with a staple.



STATE OF NEVADA

**BARBARA K. CEGAVSKE**  
Secretary of State

**KIMBERLEY PERONDI**  
Deputy Secretary  
for Commercial Recordings



OFFICE OF THE  
SECRETARY OF STATE

**Commercial Recordings Division**  
202 N. Carson Street  
Carson City, NV 89701-4201  
Telephone (775) 684-5708  
Fax (775) 684-7138

**Certified Copy**

March 14, 2018

**Job Number:** C20180312-2161  
**Reference Number:** 00010917305-36  
**Expedite:**  
**Through Date:**

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
00002343455-76	Convert In	2 Pages/1 Copies
00002343456-87	Articles of Organization	2 Pages/1 Copies



Respectfully,

Barbara K. Cegavske  
Secretary of State

Certified By: Paul Reyes  
Certificate Number: C20180312-2161

**Commercial Recording Division**  
202 N. Carson Street  
Carson City, Nevada 89701-4201  
Telephone (775) 684-5708  
Fax (775) 684-7138

# State of Wyoming

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## Office of the Secretary of State



United States of America, }  
State of Wyoming } **ss.**

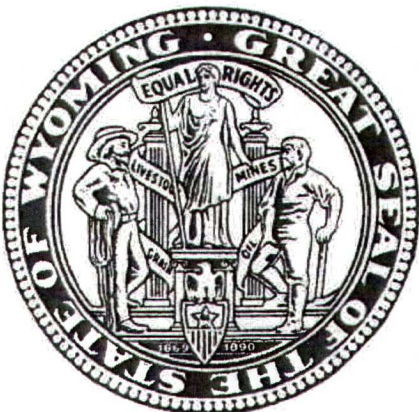
I, EDWARD A. BUCHANAN, SECRETARY OF STATE of the STATE OF WYOMING, do hereby certify that according to the records of this office,

**Oasis Asset Management LLC**  
is a  
**Limited Liability Company**

did on **April 9, 2018**, comply with all applicable requirements of this office. Its period of duration is Perpetual. This entity has been assigned entity identification number **2018-000797757**.

This entity is in existence and in good standing in this office and has filed all annual reports and paid all annual license taxes to date, or is not yet required to file such annual reports; and has not filed Articles of Dissolution.

I have affixed hereto the Great Seal of the State of Wyoming and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Cheyenne, Wyoming on this 9th day of May, 2018 at 10:35 AM.



*Edward A. Buchanan*

Secretary of State

By *Rosalie Gonzales*

Rosalie Gonzales



**Wyoming Secretary of State**  
 2020 Carey Avenue, Suite 700  
 Cheyenne, WY 82002-0020  
 PH. 307.777.7311  
 Fax 307.777.5339  
 Email: [Business@wyo.gov](mailto:Business@wyo.gov)

**WY Secretary of State**  
**FILED: 04/09/2018 02:12 PM**  
**ID: 2018-000797757**

**Foreign Limited Liability Company  
 Articles of Continuance**

Pursuant to W.S. 17-29-1010 of the Wyoming Limited Liability Act, the undersigned hereby submits the following Articles of Continuance:

1. Name of the limited liability company:

Oasis Asset Management LLC

2. Organized under the laws of:

California on Feb 27, 2008 and then Converted into Nevada on  
*(State or country)*

3. Date of organization:

06/19/2009  
*(Date - mm/dd/yyyy)*

4. Mailing address of the limited liability company:

3401 Sirius Ave Ste 3-336 Las Vegas, NV 89102

5. Principal office address:

3401 Sirius Ave Ste 3-336 Las Vegas, NV 89102

6. Name and physical address of its registered agent:

*(The registered agent may be an individual resident in Wyoming or a domestic or foreign business entity authorized to transact business in Wyoming. The registered agent **must** have a physical address in Wyoming. If the registered office includes a suite number, it must be included in the registered office address. A Drop Box is not acceptable. A PO Box is acceptable if listed in addition to a physical address.)*

Name:

Registered Agents Inc.

Address:

30 N. Gould St Ste R. Sheridan WY 82801

*(If mail is received at a Post Office Box, please list above in addition to the physical address.)*



7. The limited liability company will abide by the constitution and laws of Wyoming.

Signature: \_\_\_\_\_

*(Shall be executed by a member, manager, or other authorized individual as set forth in the operating agreement.)*

Date:   
*(mm/dd/yyyy)*

Print Name:

Contact Person:

Title:

Daytime Phone Number:

Email:

*(Email provided will receive annual report reminders and filing evidence)  
\*May list multiple email addresses*

**REQUIRED ATTACHMENT TO INCLUDE WITH THE FILING:**

A certified copy of its original articles of organization and all amendments currently certified within the last six (6) months by the proper officer of the state or nation of formation.

A copy of the company resolution authorizing continuance of the Limited Liability Company into Wyoming.

Note: Please provide evidence showing the entity has been dissolved after the continuation into Wyoming has been completed. Copies of the dissolution are acceptable and can be emailed to [Business@wyo.gov](mailto:Business@wyo.gov) or mailed in.



Ed Murray  
 Wyoming Secretary of State  
 2020 Carey Avenue, Suite 700  
 Cheyenne, WY 82002-0020  
 Ph. 307.777.7311  
 Fax 307.777.5339  
 Email: [Business@wyo.gov](mailto:Business@wyo.gov)

**Consent to Appointment by Registered Agent**

I, **Registered Agents Inc.**, registered office located at  
(name of registered agent)

**30 N. Gould St. STE R Sheridan WY 82801** voluntarily consent to serve  
(registered office physical address, city, state & zip)

as the registered agent for **Oasis Asset Management LLC**  
(name of business entity)

I hereby certify that I am in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

Signature: Bill Havre Date: **03/13/2018**  
(Shall be executed by the registered agent.) (mm/dd/yyyy)

Print Name: **Bill Havre** Daytime Phone: **307-200-2803**

Title: **Assistance Secretary** Email: **reports@registeredagentsinc.com**

Registered Agent Mailing Address (if different than above):

**\*If this is a current registered agent changing their registered address on file, complete the following:**  
 Previous Registered Office(s):

- I hereby certify that:
- After the changes are made, the street address of my registered office and business office will be identical.
  - This change affects every entity served by me and I have notified each entity of the registered office change.
  - I certify that the above information is correct and I am in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Shall be executed by the registered agent.) (mm/dd/yyyy)

RIVERSIDE COUNTY TREASURER

INQITCO 663020001-8 2016 SECURED 14:58:47 04/24/2018 PAGE 1  
 ASSESSMENT NO 663020001-8 TAX YEAR 2016 TAXABILITY CD 0-00  
 YR PARCEL 663-020-001-8 TRA 014-090 VEST CD CO  
 MAILNAME C/O MANAGER  
 MAILADDR P O BOX 2399 RANCHO MIRAGE CA 92270  
 ADDRDATE 08-10-2017 CHG DEEDPROC  
 OWNERID NONE  
 SITUS NONE  
 ASSESSEE OASIS ASSET MGMT  
 VEST TIT COD NONE  
 VALUE 532000 LND  
 EXEMP NONE  
 TITLE INFO NONE

TX/SPL	1ST INSTALLMENT		2ND INSTALLMENT		COST
	TAX	PENALTY	TAX	PENALTY	
00-0000	3294.09	329.40	3294.09	329.40	38.63
68-2324	20.28	2.02	20.28	2.02	
68-2332	2476.42	247.64	2476.42	247.64	
68-4556	.57	.05	.57	.05	
68-4859	352.48	35.24	352.48	35.24	
TOTAL DUE	13,555.01	6,758.19	6,796.82		
PAID STATUS		05/74/2017 0325711	05/74/2017 0325711		
CCCOMMENT	NONE				
BILL NBR	000420235				
CORTAC NO	NONE				
BILL SER NO	9003-29263				
DEFAULTED	NONE				
CHG ROLL	NONE				
YRCOMENT	NONE				
ID DATA	38.00 ACRES M/L IN POR NW 1/4 OF SEC 35 T2S R4E FOR TOTAL				
	DESCRIPTION SEE ASSESSORS MAPS				
CONVEY	0248562 06/2017				
ESCAPE	NONE				
	ESCAPED ASMT NONE				
	PEN ASMTS (R&T 482) NONE				
	TIE TO ASSESSMENT NONE				
4 SUPPLEMENTAL ASMTS	052196561-5	2003	2004	UNS PAID	08-08-2005
	052196576-9	2004		SEC PAID	08-08-2005
	052696402-0	2007	2008	SEC PAID	12-03-2008
	053657876-1	2017		SEC NOT VALUED	

\* \* \* LAST PAGE \* \* \*

**TAX STATUS REPORT**  
 JON CHRISTENSEN TREASURER-TAX COLLECTOR

RIVERSIDE COUNTY TREASURER

INQITICO 663020013-9 2016 SECURED 14:58:36 04/24/2018 PAGE 1  
 ASSESSMENT NO 663020013-9 TAX YEAR 2016 TAXABILITY CD 0-00  
 YR PARCEL 663-020-013-9 TRA 014-090 VEST CD CO  
 MAILNAME C/O MANAGER  
 MAILADDR P O BOX 2399 RANCHO MIRAGE CA 92270  
 ADDRDATE 08-10-2017 CHG DEEDPROC  
 OWNERID NONE  
 SITUS NONE  
 ASSESSEE OASIS ASSET MGMT  
 VEST TIT COD NONE  
 VALUE 463000 LND  
 EXEMP NONE  
 TITLE INFO NONE

TX/SPL	1ST INSTALLMENT		2ND INSTALLMENT		COST
	TAX	PENALTY	TAX	PENALTY	
00-0000	2866.84	286.68	2866.84	286.68	38.63
68-2324	20.28	2.02	20.28	2.02	
68-2332	2155.79	215.57	2155.79	215.57	
68-4556	.57	.05	.57	.05	
68-4859	266.05	26.60	266.05	26.60	
TOTAL DUE	11,719.53	5,840.45	5,879.08		
PAID STATUS		05/74/2017 0325711	05/74/2017 0325711		

CCCOMMENT NONE  
 BILL NBR 000420241  
 CORTAC NO NONE  
 BILL SER NO 9003-29263  
 DEFAULTED NONE  
 CHG ROLL NONE  
 YRCOMENT NONE  
 ID DATA 33.08 ACRES M/L IN POR NW 1/4 OF SEC 35 T2S R4E FOR TOTAL  
 DESCRIPTION SEE ASSESSORS MAPS  
 CONVEY 0248563 06/2017  
 ESCAPE NONE  
 ESCAPED ASMT NONE  
 PEN ASMTS (R&T 482) NONE  
 TIE TO ASSESSMENT NONE

4 SUPPLEMENTAL ASMTS	ASMT ID	YR 1	YR 2	STATUS	DATE
	052196562-6	2003	2004	UNS PAID	08-08-2005
	052196577-0	2004		SEC PAID	08-08-2005
	052696403-1	2007	2008	SEC PAID	12-03-2008
	053657877-2	2017		SEC NOT VALUED	

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# TAX STATUS REPORT

JON CHRISTENSEN TREASURER-TAX COLLECTOR

RIVERSIDE COUNTY TREASURER

INQITITCO 663020014-0 2016 SECURED 14:58:15 04/24/2018 PAGE 1  
 ASSESSMENT NO 663020014-0 TAX YEAR 2016 TAXABILITY CD 0-00  
 YR PARCEL 663-020-014-0 TRA 014-090 VEST CD CO  
 MAILNAME C/O MANAGER  
 MAILADDR P O BOX 2399 RANCHO MIRAGE CA 92270  
 ADDRDATE 08-10-2017 CHG DEEDPROC  
 OWNERID NONE  
 SITUS NONE  
 ASSESSEE OASIS ASSET MGMT  
 VEST TIT COD NONE  
 VALUE 871000 LND  
 EXEMP NONE  
 TITLE INFO NONE

TX/SPL	1ST INSTALLMENT		2ND INSTALLMENT		COST
	TAX	PENALTY	TAX	PENALTY	
00-0000	5393.14	539.31	5393.14	539.31	38.63
68-2324	20.28	2.02	20.28	2.02	
68-2332	2383.78	238.37	2383.78	238.37	
68-4556	.57	.05	.57	.05	
68-4859	527.15	52.71	527.15	52.71	
TOTAL DUE	18,353.39	9,157.38	9,196.01		
PAID STATUS		05/74/2017 0325711	05/74/2017 0325711		

CCCOMMENT NONE  
 BILL NBR 000420242  
 CORTAC NO NONE  
 BILL SER NO 9003-29263  
 DEFAULTED NONE  
 CHG ROLL NONE  
 YRCOMENT NONE  
 ID DATA 62.24 ACRES M/L IN POR NW 1/4 OF SEC 35 T2S R4E FOR TOTAL  
 DESCRIPTION SEE ASSESSORS MAPS  
 CONVEY 0248564 06/2017  
 ESCAPE NONE

ESCAPED ASMT		NONE			
PEN ASMTS (R&T 482)		NONE			
TIE TO ASSESSMENT		NONE			
4 SUPPLEMENTAL ASMTS	052196563-7	2003	2004	UNS PAID	08-08-2005
	052196578-1	2004		SEC PAID	08-08-2005
	052696404-2	2007	2008	SEC PAID	12-03-2008
	053657880-4	2017		SEC NOT VALUED	

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**TAX STATUS REPORT**  
 JON CHRISTENSEN TREASURER-TAX COLLECTOR



**OASIS ASSET MANAGEMENT, LLC**

June 7, 2018

**Don Kent, Treasurer -Tax Collector**  
Post Office Box 12005  
Riverside, CA 92502-2205

Attention: Excess Proceeds

APN # 663020013-9

Re: UTILITY BILLS  
Application to Claim Funds due  
OASIS ASSET MANAGEMENT, LLC

Dear Sir/Madam:

AS THIS PROPERTY IS VACANT LAND AND WAS VACANT LAND WHEN WE ACQUIRED IT IN 2008, AND IS VACANT LAND TODAY; WE HAVE NO UTILITY BILLS FOR THE RECORD.

Please make out the check to OASIS ASSET MANAGEMENT, LLC C/O Malosi Taeleifi at the following address:

**OASIS ASSET MANAGEMENT, LLC  
C/O MALOSI TAELEIFI, MANAGER  
3401 SIRIUS AVE STE 3-336  
LAS VEGAS, NV 89102**

If you have any questions or concerns about my application and/or claim, please do not hesitate to contact OASIS ASSET MANAGEMENT, LLC at the above address or by telephone at (909) 631-1946 or by direct email [mtaeleifi@yahoo.com](mailto:mtaeleifi@yahoo.com).

These are my explicit instructions. Please follow them as I have directed. Thank you.

Sincerely,



Malosi Taeleifi, Manager for  
OASIS ASSET MANAGEMENT, LLC

**OASIS ASSET MANAGEMENT, LLC**

June 7, 2018

**Don Kent, Treasurer -Tax Collector**  
Post Office Box 12005  
Riverside, CA 92502-2205

Attention: Excess Proceeds

*APN#: 663020001-8*

Re: Application to Claim Funds due  
OASIS ASSET MANAGEMENT, LLC

Dear Sir/Madam:

I am the authorized officer with Oasis Asset Management, LLC and I make application for and/or claim the excess funds (surplus funds, excess proceeds, overage, overbid, remainder, etc.) held by your office and due our company as a result of the tax sale.

Please work directly with me on behalf of our company to process our claim.

Please make out the check to OASIS ASSET MANAGEMENT, LLC C/O Malosi Taelifi at the following address:

**OASIS ASSET MANAGEMENT, LLC  
C/O MALOSI TAELEIFI, MANAGER  
3401 SIRIUS AVE STE 3-336  
LAS VEGAS, NV 89102**

If you have any questions or concerns about my application and/or claim, please do not hesitate to contact OASIS ASSET MANAGEMENT, LLC at the above address or by telephone at (909) 631-1946 or by direct email [mtaelifi@yahoo.com](mailto:mtaelifi@yahoo.com).

These are my explicit instructions. Please follow them as I have directed. Thank you.

Sincerely,



Malosi Taelifi, Manager for  
OASIS ASSET MANAGEMENT, LLC

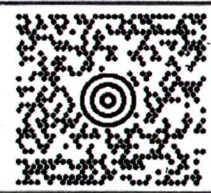
*SEE CURRENT  
ATTACHMENT*

<https://www.ups.com/cship/create?ActionOriginPair=default> Print Window P... 8/2/2019

ANDREW BODÉAU  
(310) 586-6541  
GREENBERG TRAURIG LLP  
1840 CENTURY PARK EAST  
LOS ANGELES CA 90067

1.0 LBS LTR 1 OF 1

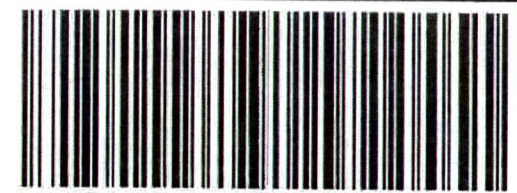
**SHIP TO:**  
MIRIAM C. MARQUEZ  
310-586-7700  
OFFICE OF THE TREASURER-RIVERSIDE  
FOURTH FLOOR  
4080 LEMON STREET  
RIVERSIDE CA 92501



CA 918 7-02



**UPS NEXT DAY AIR** **1**  
TRACKING #: 1Z 16Y A38 01 9713 4280



BILLING: P/P

Client / Matter # (xxxxxx.xxxxx): 076153.013100

CS 21.5.24. WNINVS0 15.0A 07/2019



TREASURER-TAX COLLECTOR  
AUG 05 2019  
RECEIVED