

| | |
|--|---------------------------|
| <p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Martin J. Brill (SBN 53220) Daniel H. Reiss (SBN 150573) Krikor J. Meshefejian (SBN 255030) LEVENE, NEALE, BENDER, YOO & BRILL L.L.P. 10250 Constellation Boulevard, Suite 1700 Los Angeles, California 90067 Telephone: (310) 229-1234 Facsimile: (310) 229-1244 Emails: mjb@lnbyb.com; dhr@lnbyb.com; kjm@lnbyb.com</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: USA Biomass Corp. Liquidating Trust</p> | <p>FOR COURT USE ONLY</p> |
|--|---------------------------|

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

| | |
|---|---|
| <p>In re:</p> <p>USA BIOMASS CORPORATION, a Delaware corporation, et al.</p> <p style="text-align: right;">Debtor(s).</p> | <p>CASE NO.: 8:00-bk-19719-ES CHAPTER: 11</p> <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p> |
|---|---|

| | |
|------------------------------|-------------------------|
| <p>Sale Date: TBD</p> | <p>Time: TBD</p> |
| <p>Location: N/A</p> | |

Type of Sale: Public Private **Last date to file objections:** September 1, 2015

Description of property to be sold: Please see attached.

Terms and conditions of sale: Please see attached.

Proposed sale price: \$ 11,500.00

Overbid procedure (if any): None.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Please see attached.

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Daniel H. Reiss, Esq.
Levene, Neale, Bender, Yoo & Brill L.L.P.
10250 Constellation Boulevard, Suite 1700
Los Angeles, California 90067
Telephone: (310) 229-1234
Facsimile: (310) 229-1244
Email: dhr@lnbyb.com

Date: 08/25/2015

1 MARTIN J. BRILL (SBN 53220)
2 DANIEL H. REISS (SBN 150573)
3 LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.
4 10250 Constellation Boulevard, Suite 1700
5 Los Angeles, California 90067
6 Telephone: (310) 229-1234
7 Facsimile: (310) 229-1244
8 E-mail: mjb@lnbyb.com; dhr@lnbyb.com

9 Counsel for the USA Biomass
10 Corporation Liquidating Trust

11
12 **UNITED STATES BANKRUPTCY COURT**
13
14 **CENTRAL DISTRICT OF CALIFORNIA**
15
16 **SANTA ANA DIVISION**

17 In re)
18 USA BIOMASS CORPORATION,) Case No. 8:00-bk-19719 ES
19 a Delaware corporation, et al.,) Chapter 11 Case
20 Debtor.)
21) **NOTICE OF MOTION AND**
22) **MOTION TO SELL REAL**
23) **PROPERTY LOCATED AT 308**
24) **HONEYSUCKLE LANE,**
25) **LAVERNIA, TEXAS 78121;**
26) **MEMORANDUM OF POINTS AND**
27) **AUTHORITIES; DECLARATION**
28) **OF GERALD KELLY IN SUPPORT**
) **THEREOF**
)
) Date: September 15, 2015
) Time: 10:30 a.m.
) Place: Courtroom "5A"
) 411 West Fourth St.
) Santa Ana, CA 92701

29
30
31 **PLEASE TAKE NOTICE** that, on September 15, 2015, at 10:30 a.m., the Court will
32 hold a hearing in Courtroom "5A" located at 411 West Fourth Street, Santa Ana, California, to
33 consider the motion (the "Motion") filed by the USA Biomass Corporation Liquidating Trust

1 (the "Liquidating Trust") in the above-captioned Chapter 11 bankruptcy case, for an order
2 approving the sale of certain real property located at 308 Honeysuckle Lane, LaVernia, Texas
3 78121 (the "Property") pursuant to the Unimproved Property Contract annexed hereto as Exhibit
4 "B".

5 **PLEASE TAKE FURTHER NOTICE** that this Motion is based, among other
6 things, on Bankruptcy Code Sections 105, 1141(c) and 1142, prior orders of the Court, Rule
7 6004 of the Federal Rules of Bankruptcy Procedure, this Notice, the annexed Memorandum of
8 Points and Authorities, the declaration of Gerald Kelly, the arguments and statements of
9 counsel to be made at the hearing on the Motion, and other evidence presented.

10 **PLEASE TAKE FURTHER NOTICE** that, pursuant to Local Bankruptcy Rule
11 9013-1(f), any opposition to the Motion must be filed with the Clerk of the United States
12 Bankruptcy Court and served upon the United States Trustee as well as counsel for the
13 Debtor at the address located in the upper left-hand corner of the first page of this Notice and
14 Motion by no later than 14 days before the hearing on the Motion.

15 **PLEASE TAKE FURTHER NOTICE** that the failure to file and serve a timely
16 response to this Motion may be deemed by the Court to be consent to the granting of the
17 relief requested in this Motion.

18 **WHEREFORE**, the Liquidating Trust respectfully requests that the Court:

- 19 1. Enter an order approving the sale of the Property in substantially the form
20 annexed hereto as Exhibit "A"; and
- 21 2. Grant such other and further relief as the Court deems just and proper.

22 August 25, 2015

LEVENE, NEALE, BENDER, YOO &
BRILL L.L.P.

23
24 By: /s/ Daniel H. Reiss

MARTIN J. BRILL

DANIEL H. REISS

25 Attorneys for the USA Biomass
26 Corporation Liquidating Trust
27
28

MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF FACTS

A. Background Information.

USA Biomass Corporation (“Biomass” or the “Debtor”), commenced this bankruptcy case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code on December 8, 2000 (the “Petition Date”).

The order confirming the “Debtor’s And Creditors’ Committee’s Fourth Amended Joint Plan of Reorganization Dated June 3, 2002, As Modified” (the “Plan”) proposed by the Debtor and the Official Committee of Unsecured Creditors was entered on January 28, 2003 (the “Confirmation Order”). The effective date of the Plan was February 10, 2003 (the “Effective Date”).

Section I.A.43 of the Plan established a Liquidating Trust to hold title to and ultimately dispose of certain assets (the “Liquidating Trust”), which were to be the source of payment to the Debtor’s creditors. Pursuant to Section I.A.46 of the Plan, Gerald Kelly (“Kelly”) and Felix Dupuy (“Dupuy”) were designated as the Liquidating Trust Trustees (the “Liquidating Trustees”) as of the Effective Date.

Pursuant to the Confirmation Order the Liquidating Trustees are required to make all remaining distributions under the Plan. The Confirmation Order authorized the Liquidating Trustees to sell or otherwise dispose of the property of the Liquidating Trust, prosecute litigation on behalf of the Debtor’s creditors, prosecute to final resolution all objections to claims, and take such other action as necessary to maximize returns to the Debtor’s pre-confirmation creditors. *See* Plan, Section V.H. The Liquidating Trust has been administered in accordance with the terms of the Plan, the Confirmation Order, and the Liquidating Trust Agreement. Dupuy has resigned his position as a Trustee; therefore, Kelly remains as the sole Liquidating Trustee.

///

///

///

1 The Debtor owned the Property as the successor in interest of Amcor Capital
2 Corporation (“ACC”).¹ ACC previously held title to the Property by way of a transfer from
3 that certain “Warranty Deed” recorded in the Wilson County, Texas recorder’s office on
4 September 8, 1997.² Pursuant to the Plan and the Confirmation Order, except as otherwise
5 provided therein and in the Plan, all of the property of the Debtor’s bankruptcy estate was
6 transferred to the Liquidating Trust free and clear of claims and interests. *See* Confirmation
7 Order, pg. 14, ¶¶ 10 and 20.³ The Liquidating Trustee has the authority under the Plan and the
8 Liquidating Trust Agreement to sell or otherwise dispose of property held by the Liquidating
9 Trust. *See* Plan, Sections V.D. and V.H.2(d); Liquidating Trust Agreement § 2.3.⁴

10 ///

11 _____
12 ¹ *See* “Affidavit” recorded on November 13, 1998 in Wilson County, Texas recorder’s office,
annexed hereto as Exhibit “C”, of which this Court is requested to take judicial notice.

13 ² *See* “Warranty Deed” recorded on September 8, 1997 in Wilson County, Texas recorder’s
office, annexed hereto as Exhibit “D”, of which this Court is requested to take judicial notice.

14 ³ The Court is requested to take judicial notice of the Confirmation Order and the Plan. The
Plan provides:

15 1. Transfer of Property. On the Effective Date, or as soon thereafter as
16 practicable, all property of the Debtor’s Estate and the proceeds thereof, except
17 for the property specified in II.A.2 herein, will be irrevocably assigned,
transferred and conveyed to the Liquidating Trust in accordance with the
provisions of the Plan.

18 Plan, pg. 35, Section V.H.1, Ins. 6 – 9.

19 The Confirmation Order provides:

20 10. Except for the assets to be surrendered to holders of Allowed Secured
21 Claims pursuant to Article IV of the Plan and assets to be retained by the
Reorganized Debtor as set forth in section V.C.1 of the Plan, the Debtor shall
22 irrevocably assign, transfer, and convey all remaining assets of the Estate to the
Liquidating Trust in accordance with Article V. of the Plan Those assets to
23 be transferred to the Liquidating Trust shall be transferred to and vested in the
Liquidating Trust free and clear of all liens, Claims, and interests of Interest
24 Holders, except as provided in the Plan, and the Liquidating Trust shall own and
manage such assets in accordance with the provisions of the Plan and the
25 Liquidating Trust Agreement.

26 ⁴ Section 2.3 of the Liquidating Trust Agreement states:

27 In accordance with such express and limited purposes, as of the Effective Date
the Trustees are hereby authorized and directed (iv) to maintain, operate or
28 lease (for purposes of holding for sale), or sell or otherwise dispose of the
Liquidating Trust Estate, in accordance with the terms of this Agreement, the
Plan, or the instructions or orders of the Court

1 This is a “core proceeding” pursuant to, without limitation, 28 U.S.C. §§ 157(b)(2)(A)
2 and (O). Venue is proper pursuant to 28 U.S.C. § 1409(a).

3 **B. The Proposed Sale Should be Approved Free and Clear of Claims and**
4 **Interests under 11 U.S.C. §§ 1141(c) and 1142.**

5 As set forth above, title to the Property is now vested in the Liquidating Trust pursuant
6 to the Plan and the Confirmation Order. Further, the Liquidating Trustee is empowered to sell
7 or otherwise dispose of the Property as set forth in the Plan and the Liquidating Trust
8 Agreement. Moreover, with exceptions not applicable herein “and except as otherwise
9 provided in the plan or in the order confirming the plan, after confirmation of a plan, the
10 property dealt with by the plan is free and clear of all claims and interests of creditors, equity
11 security holders, and of general partners in the debtor.” 11 U.S.C. § 1141(c). The only known
12 lien on the Property is that held by the Wilson County Tax Assessor, which if paid by
13 September 30, 2015, secured property taxes in the amount of \$4,704.16. The Liquidating
14 Trustee is not seeking to sell free and clear of this lien, rather, the Liquidating Trustee
15 proposes to pay of this tax lien at the close of the sale.

16 As described above, the Liquidating Trustee has been charged with liquidating the
17 Liquidating Trust assets, which includes the Property. Further, there is no need for the Court
18 to approve the sale of the Property; however, in an abundance of caution, the parties to the
19 Property Contract and the title insurer have agreed to request an order from this Court to
20 ensure that transfer of the Property be consistent with the power and authority of the
21 Liquidating Trust.

22 **C. Notice is Proper.**

23 Notice of this Motion and the Motion is being served on all parties with any lien or
24 interest in the Property in accordance with the proposed title company’s preliminary title
25 report.

26 **III. CONCLUSION**

27 **WHEREFORE**, the Liquidating Trust respectfully requests that the Court:
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. Enter an order granting this Motion in substantially the form annexed hereto as Exhibit “A”; and

2. Grant such other and further relief as the Court deems just and proper under the circumstances of this case.

Dated: August 25, 2015

LEVENE, NEALE, BENDER, YOO &
BRILL L.L.P.

By: /s/ Daniel H. Reiss
MARTIN J. BRILL
DANIEL H. REISS
KRIKOR J. MESHEFEJIAN
Attorneys for the USA Biomass
Corporation Liquidating Trust

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF GERALD KELLY

I, Gerald Kelly, declare as follows:

1. I am one of the designated Liquidating Trust Trustees which were designated in the USA Biomass Corporation (the “Debtor”) bankruptcy case. Unless indicated otherwise, the statements made herein are of my own personal knowledge, and if called upon, I could and would competently testify to their truth. I make this declaration in support of the annexed motion for entry of a final decree closing this bankruptcy case (the “Motion”).

2. The Debtor commenced this bankruptcy case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code on December 8, 2000 (the “Petition Date”).

3. The order confirming the “Debtor’s And Creditors’ Committee’s Fourth Amended Joint Plan of Reorganization Dated June 3, 2002, As Modified” (the “Plan”) proposed by the Debtor and the Official Committee of Unsecured Creditors was entered on January 28, 2003 (the “Confirmation Order”). The effective date of the Plan was February 10, 2003 (the “Effective Date”).

4. Section I.A.43 of the Plan established a Liquidating Trust to hold title to and ultimately dispose of certain assets (the “Liquidating Trust”), which were to be the source of payment to the Debtor’s creditors. Pursuant to Section I.A.46 of the Plan, and Felix Dupuy (“Dupuy”) and I were designated as the Liquidating Trust Trustees (the “Liquidating Trustees”) as of the Effective Date.

5. Pursuant to the Confirmation Order the Liquidating Trustees are required to make all remaining distributions under the Plan. The Confirmation Order authorized the Liquidating Trustees to sell or otherwise dispose of the property of the Liquidating Trust, prosecute litigation on behalf of the Debtor’s creditors, prosecute to final resolution all objections to claims, and take such other action as necessary to maximize returns to the Debtor’s pre-confirmation creditors. *See* Plan, Section V.H. The Liquidating Trust has been administered in accordance with the terms of the Plan, the Confirmation Order, and the

1 Liquidating Trust Agreement. Dupuy has resigned his position as a Liquidating Trustee;
2 therefore, I remain as the sole Liquidating Trustee.

3 6. The Debtor owned the Property as the successor in interest of Amcor Capital
4 Corporation (“ACC”).⁵ ACC previously held title to the Property by way of a transfer from
5 that certain “Warranty Deed” recorded in the Wilson County, Texas recorder’s office on
6 September 8, 1997.⁶ Pursuant to the Plan and the Confirmation Order, except as otherwise
7 provided therein and in the Plan, all of the property of the Debtor’s bankruptcy estate was
8 transferred to the Liquidating Trust free and clear of claims and interests. *See* Confirmation
9 Order, pg. 14, ¶¶ 10 and 20.⁷ I currently have the authority under the Plan and the Liquidating
10 Trust Agreement to sell or otherwise dispose of property held by the Liquidating Trust. *See*
11 Plan, Sections V.D. and V.H.2(d); Liquidating Trust Agreement § 2.3.⁸

12 _____
13 ⁵ *See* “Affidavit” recorded on November 13, 1998 in Wilson County, Texas recorder’s office,
annexed hereto as Exhibit “C”, of which this Court is requested to take judicial notice.

14 ⁶ *See* “Warranty Deed” recorded on September 8, 1997 in Wilson County, Texas recorder’s
office, annexed hereto as Exhibit “D”, of which this Court is requested to take judicial notice.

15 ⁷ The Court is requested to take judicial notice of the Confirmation Order and the Plan. The
Plan provides:

16 1. Transfer of Property. On the Effective Date, or as soon thereafter as
17 practicable, all property of the Debtor’s Estate and the proceeds thereof, except
18 for the property specified in II.A.2 herein, will be irrevocably assigned,
transferred and conveyed to the Liquidating Trust in accordance with the
provisions of the Plan.

19 Plan, pg. 35, Section V.H.1, Ins. 6 – 9.

20 The Confirmation Order provides:

21 10. Except for the assets to be surrendered to holders of Allowed Secured
22 Claims pursuant to Article IV of the Plan and assets to be retained by the
23 Reorganized Debtor as set forth in section V.C.1 of the Plan, the Debtor shall
24 irrevocably assign, transfer, and convey all remaining assets of the Estate to the
25 Liquidating Trust in accordance with Article V. of the Plan Those assets to
26 be transferred to the Liquidating Trust shall be transferred to and vested in the
Liquidating Trust free and clear of all liens, Claims, and interests of Interest
27 Holders, except as provided in the Plan, and the Liquidating Trust shall own and
28 manage such assets in accordance with the provisions of the Plan and the
Liquidating Trust Agreement.

⁸ Section 2.3 of the Liquidating Trust Agreement states:

In accordance with such express and limited purposes, as of the Effective Date the
Trustees are hereby authorized and directed . . . (iv) to maintain, operate or lease
(for purposes of holding for sale), or sell or otherwise dispose of the Liquidating

EXHIBIT “A”

1 MARTIN J. BRILL (SBN 53220)
2 DANIEL H. REISS (SBN 150573)
3 KRIKOR J. MESHEFEJIAN (SBN 255030)
4 LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.
5 10250 Constellation Boulevard, Suite 1700
6 Los Angeles, California 90067
7 Telephone: (310) 229-1234
8 Facsimile: (310) 229-1244
9 E-mail: mjb@lnbyb.com; dhr@lnbyb.com; kjm@lnbyb.com

10 Counsel for the USA Biomass
11 Corporation Liquidating Trust

12 **UNITED STATES BANKRUPTCY COURT**

13 **CENTRAL DISTRICT OF CALIFORNIA**

14 **SANTA ANA DIVISION**

15 In re)

16 USA BIOMASS CORPORATION,)
17 a Delaware corporation, et al.,)

18 Debtor.)

19 Case No. 8:00-bk-19719 ES

20 Chapter 11 Case

21 **ORDER APPROVING MOTION TO**
22 **SELL REAL PROPERTY LOCATED**
23 **AT 308 HONEYSUCKLE LANE,**
24 **LAVERNIA, TEXAS 78121**

25 Date: September 15, 2015

26 Time: 10:30 a.m.

27 Place: Courtroom "5A"

28 411 West Fourth St.

Santa Ana, CA 92701

1 The motion (the “Motion”) filed by the USA Biomass Corporation Liquidating Trust (the
2 “Liquidating Trust”) for an order approving the sale of certain real property located at 308
3 Honeysuckle Lane, LaVernia, Texas 78121 (the “Property”) came on for hearing on September
4 15, 2015, at 10:30 a.m. Daniel H. Reiss of Levene, Neale, Bender, Yoo & Brill L.L.P. appeared
5 on behalf of the Trustee, other appearances were as noted on the record.

6 Having considered the Motion, the declaration of Gerald Kelly, the evidence presented,
7 the record in this case, finding that notice of the Motion was proper, good cause appearing
8 therefore,

9 IT IS HEREBY ORDERED THAT:

- 10 1. The Motion is granted.
- 11 2. Gerald Kelly, in his capacity as the sole Liquidating Trustee of the Liquidating
12 Trust, is authorized to sell the Liquidating Trust’s right, title, and interest in the Property to
13 Aaron Goedhart and Naomi J. Goedhart (the “Buyers”) pursuant to the “Unimproved
14 Property Contract” (the “Contract”) annexed to the Motion as Exhibit “B” for the sum of
15 \$11,500.00.
- 16 3. Title to the Property shall be transferred to the Buyers free and clear of liens,
17 claims or interest, with any such liens, claims or interests attaching to the proceeds to the
18 same extent, validity, and priority as they attached to the Property.
- 19 4. The sale is “as is,” “where is,” without any representations or warranties
20 whatsoever, unless otherwise specified in the Contract.
- 21 5. The Liquidating Trustee, the respective escrow or any authorized agent, is
22 authorized and empowered to: (a) execute and deliver on behalf of the Liquidating Trust any
23 and all documents as reasonably may be necessary to implement the terms of the sale; (b) pay
24 any amounts necessary to consummate the sale, including the costs of sale and any real
25 property or other taxes associated with the sale; and (c) take any other action reasonably
26 necessary to consummate the sale.
- 27 6. To the extent applicable, the 14-day stay prescribed by Rule 6004(h) of the
28 Federal Rules of Bankruptcy Procedure is waived.

EXHIBIT “B”



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

4-28-2014

UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are USA Business Liquidating Trust (Seller) and Arion Goedhart and Noemi J. Goedhart (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 13, Block 7, Lake Valley Estates Addition, City of La Verne, County of Wilson, Texas, known as 309 Honeyuckle Lane (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing \$ 11,500.06
- B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium)..... \$ _____
- C. Sales Price (Sum of A and B)..... \$ 11,500.06

4. FINANCING (Not for use with reverse mortgage financing): The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

A. THIRD PARTY FINANCING: One or more third party mortgage loans in the total amount of \$ _____ (excluding any loan funding fee or mortgage insurance premium).

(1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.

(2) Credit Approval: (Check one box only)

(a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.

(b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.

B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.

C. SELLER FINANCING: A promissory note from Buyer to Seller of \$ _____, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. EARNEST MONEY: Upon execution of contract by all parties, Buyer shall deposit \$ 1,000.00 as earnest money with Murray Title as escrow agent, at _____ (address). Buyer shall deposit additional earnest money of \$ _____ with escrow agent within _____ days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by _____

(Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 4.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: (i) will not be amended or deleted from the title policy; (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.

Initialed for identification by Buyer _____ and Seller AK

TREC NO. 9-11

2/24/15

Contract Concerning 309 Honeyuckle Lane, LeVernia, TX 78121 Page 2 of 8 4-28-2014
(Address of Property)

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

(1) Within _____ days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.

(2) Within 30 days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

(3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Residential
Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for

Initialed for identification by Buyer _____ and Seller CSK

TREC NO. 9-11

8/25/15

Contract Concerning 309 Honeyuckle Lane La Vernia, TX 78121
(Address of Property)

Page 3 of 8 4-28-2014

Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the

Initialed for identification by Buyer _____ and Seller Cue

TREC NO. 9-11

8/24/15

Contract Concerning 309 Honeysuckle Lane La Verne TX 78121 Page 4 of 8 4-28-2014
(Address of Property)

following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. **COMPLETION OF REPAIRS:** Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards that materially and adversely affect the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. **CLOSING:**

A. The closing of the sale will be on or before August 14, 2015, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. **POSSESSION:**

A. **Buyer's Possession:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

B. **Leases:**

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

Initialed for identification by Buyer _____ and Seller CS

TREC NO. 9-11

2/22/15

Contract Concerning 309 Honeyuckle Lane LaVernia TX 78121 Page 6 of 8 4-28-2014
 (Address of Property)

- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at: 605 Lake Valley Dr.
LaVernia, TX 78121

To Seller at: c/o Martin J. Brill
10250 Constellation Blvd. Ste 1700
Los Angeles, CA 90067

Telephone: (830) 534-4718
 Facsimile: ()

Telephone: (310) 229-1234
 Facsimile: (310) 229-1244

E-mail: jannellgoedhart@gmail.com

E-mail: MJB@LNBYB.COM

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum for Credit Approval | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Other (list): _____ |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | |

Contract Concerning 309 Honeysuckle Lane L. Vernia, TX 78121 Page 7 of 8 4-28-2014
 (Address of Property)

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$_____ (Option Fee) which Seller or Listing Broker must receive within 3 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: Martin J. Brill

Lorene, Nicole, Bender, Voo & Brill L.L.P.

Telephone: () _____

Telephone: (310) 229-1234

Facsimile: () _____

Facsimile: (310) 229-1244

E-mail: _____

E-mail: MJB@LNBYR.COM

**EXECUTED the _____ day of _____, 20____ (EFFECTIVE DATE).
 (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Buyer Aaron Goedhart

Gerald T. Kelly, Trustee
 Seller Gerald T. Kelly, Trustee of the USA Biomass Liquidating Trust

Buyer Noemi J. Goedhart

(NO OTHER)
 Seller _____

GTK

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-11. This form replaces TREC NO. 9-10.

Contract Concerning 309 Honeysuckle Lane, La Vernia, TX 78121 Page 8 of 8 4-28-2014
(Address of Property)

BROKER INFORMATION
(Print name(s) only. Do not sign)

| | |
|--|--|
| Other Broker Firm _____ License No. _____ represents <input type="checkbox"/> Buyer only as Buyer's agent <input type="checkbox"/> Seller as Listing Broker's subagent | Listing Broker Firm _____ License No. _____ represents <input type="checkbox"/> Seller and Buyer as an Intermediary <input type="checkbox"/> Seller only as Seller's agent |
| Name of Associate's Licensed Supervisor _____ Telephone _____ | Name of Associate's Licensed Supervisor _____ Telephone _____ |
| Associate's Name _____ Telephone _____ | Listing Associate's Name _____ Telephone _____ |
| Other Broker's Address _____ Facsimile _____ | Listing Broker's Office Address _____ Facsimile _____ |
| City _____ State _____ Zip _____ | City _____ State _____ Zip _____ |
| Associate's Email Address _____ | Listing Associate's Email Address _____ |
| | Selling Associate's Name _____ Telephone _____ |
| | Name of Selling Associate's Licensed Supervisor _____ Telephone _____ |
| | Selling Associate's Office Address _____ Facsimile _____ |
| | City _____ State _____ Zip _____ |
| | Selling Associate's Email Address _____ |

Listing Broker has agreed to pay Other Broker _____ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.

Seller or Listing Broker Date

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and \$ _____ Earnest Money in the form of _____
Is acknowledged.

Escrow Agent: _____ Date: _____

By: _____

Address _____ Email Address _____

City _____ State _____ Zip _____ Telephone (_____) _____

Facsimile: (_____) _____

EXHIBIT “C”

VOL 981 PAGE 184

77637

AFFIDAVIT

THE STATE OF TEXAS §

COUNTY OF WILSON §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT A. WRIGHT, known to me to be credible person, and after being by me first duly sworn upon his oath, did depose and say:

RAW

RAW

THAT my name is ROBERT A. WRIGHT, and I am a resident of Wilson County, Texas ~~San Francisco, California~~. I am personally familiar with the following facts and matters, and state from my own personal knowledge that:

- 1.) I was the President of AMCOR CAPITAL CORPORATION, a Delaware Corporation, and am now President of USA BIOMASS CORPORATION, a Delaware Corporation, the successor by merger of AMCOR CAPITAL CORPORATION, a Delaware Corporation, with AMCOR BIOMASS, INC., a Delaware Corporation.
2. AMCOR CAPITAL CORPORATION, a Delaware Corporation, merged with AMCOR BIOMASS, INC., a Delaware Corporation, on August 31, 1998 to form a successor company, USA BIOMASS CORPORATION, a Delaware Corporation.
3. All the assets owned by AMCOR CAPITAL CORPORATION, a Delaware Corporation, were acquired by USA BIOMASS CORPORATION, a Delaware Corporation, and are now owned by USA BIOMASS CORPORATION, a Delaware Corporation, as successor by merger of AMCOR CAPITAL CORPORATION, a Delaware Corporation.
4. Attached hereto are true and correct copies and or certified copies of the documents filed with the Secretary of State for the State of Delaware, evidencing a.) the merger of AMCOR CAPITAL CORPORATION, a Delaware Corporation, with AMCOR BIOMASS, INC., a Delaware Corporation and b.) the creation of the merged entity with the name USA BIOMASS CORPORATION, a Delaware Corporation.
5. I am authorized to make this Affidavit on behalf of AMCOR CAPITAL CORPORATION, a Delaware Corporation, and USA BIOMASS CORPORATION, a Delaware Corporation, and am authorized to execute Deeds and other documents as the act and deed of USA BIOMASS CORPORATION, a Delaware Corporation.

THAT this affidavit is made for the purpose of inducing WILSON COUNTY ABSTRACT COMPANY and/or its Underwriter to issue its Title Policy or Policies with respect to certain real property and/or real estate transactions and I hereby acknowledge that WILSON COUNTY ABSTRACT COMPANY and/or its Underwriter is relying upon the information and representations made in this affidavit, and but for such representations and reliance thereon, cannot and would not issue said Title Policy or Policies.

PORTIONS OF THIS DOCUMENT MAY NOT BE LEGIBLE/REPRODUCIBLE WHEN RECEIVED FOR RECORDING

10/28/1998 16:49

830-379-3714

KNOBLES KLINGEMANN

PAGE 03

VOL 981 PAGE 185

"I realize that the purchaser, title company, and/or lender in this transaction are relying on the statements, facts, and representations contained herein in purchasing same, insuring same, and/or lending money thereon and would not purchase same, insure same, or lend money thereon unless said representations were made and were in fact truthful.

"I realize and understand that this statement and Affidavit is made under and subject to the penalties for perjury and/or false swearing."

FURTHER affiant saith not.

Robert A. Wright
ROBERT A. WRIGHT

SUBSCRIBED AND SWORN to before me by the said ROBERT A. WRIGHT, on this the
day of _____, 1998, to certify which, WITNESS MY HAND AND SEAL OF
OFFICE.

*See Attached
California
Jurat*

NOTARY PUBLIC IN AND FOR
THE STATE OF _____
Notary's name printed: _____

My commission expires: _____

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 1998,
by ROBERT A. WRIGHT.

NOTARY PUBLIC IN AND FOR
THE STATE OF _____
Notary's name printed: _____

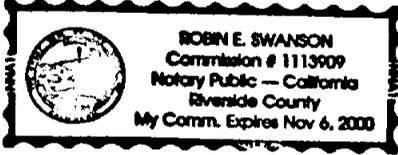
My commission expires: _____

PORTIONS OF THIS DOCUMENT MAY
NOT BE LEGIBLE/REPRODUCIBLE
WHEN RECEIVED FOR RECORDING

VOL. 981 PAGE 186

JURAT

State of California }
County of Riverside } ss.



Subscribed and sworn to (or affirmed) before me

this 30th day of October, 19 98, by

(1) Robert A. Wright
Date Month Year
Name of Signer(s)

(2) _____
Name of Signer(s)

Robin E. Swanson
Signature of Notary Public

OPTIONAL

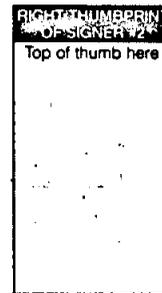
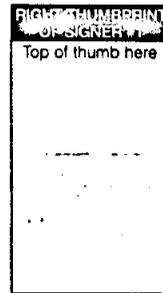
Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Affidavit

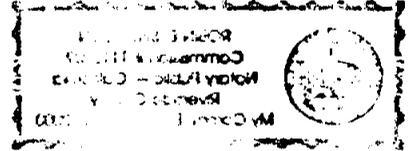
Document Date: 10/30/98 Number of Pages: 2

Signer(s) Other Than Named Above: _____



PORTIONS OF THIS DOCUMENT MAY NOT BE LEGIBLE/REPRODUCIBLE WHEN RECEIVED FOR RECORDING

VOL 981 PAGE 187



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF WILSON

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in Official Public Records VOL 981 PAGE 184-187 OF WILSON COUNTY, TEXAS ON

FILED

For record in my office _____
13 day of NOV. 19 98 015.00

at 11:20 o'clock A M

EVA S. MARTINEZ, County Clerk
Wilson County, Texas

By Dawn D. Pollock Deputy

J.R. BJK

NOV 13 1998



Eva S. Martinez
COUNTY CLERK
WILSON COUNTY, TEXAS

EXHIBIT “D”

VOL 943 PAGE 704

69531

WARRANTY DEED

DATE: ^{Aug.} ~~EPD July~~ 21, 1997

GRANTOR: **EDWARD P. DIAZ**

GRANTOR'S MAILING ADDRESS (including county): 3638 El Paso Street, San Antonio, Bexar County, Texas 78207

GRANTEE: **AMCOR CAPITAL CORPORATION**

GRANTEE'S MAILING ADDRESS (including county): Rt. 1, Box 126D, La Vernia, Wilson County, Texas 78121

CONSIDERATION: TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

PROPERTY (including any improvements): Lot 13, Block 7, LAKE VALLEY ESTATE SUBDIVISION, UNIT 1, being more particularly described in Volume 723, Page 404, Official Records of Wilson County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: Easements, restrictions, reservations, rights-of-way, and prescriptive rights of record; other than liens and conveyances, that affect the property; any and all unpaid ad valorem taxes attributable to the Property, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's successors or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's successor and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.


EDWARD P. DIAZ

STATE OF TEXAS §
COUNTY OF BEXAR §

VOL 943 PAGE 705

This instrument was acknowledged before me on this the 21st day of August 1997, by Edward P. Diaz.

Michele Vallin
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
Ancor Capital Corporation
Rt. 1, Box 126D
La Vernia, Texas 78121



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF WILSON
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in Official Public Records VOL 943 PAGE 704-705 OF WILSON COUNTY, TEXAS ON

SEP 8 1997



Ella A. Martini
COUNTY CLERK
WILSON COUNTY, TEXAS

L:RLKILASPALOMDIAZ.SWD

PROOF OF SERVICE OF DOCUMENT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled **NOTICE OF MOTION AND MOTION TO SELL REAL PROPERTY LOCATED AT 308 HONEYSUCKLE LANE, LAVERNIA, TEXAS 78121; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF GERALD KELLY IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **August 25, 2015**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Martin J Brill on behalf of Other Professional USA Biomass Corporation Liquidating Trust
mjb@lnbrb.com

Caroline Djang on behalf of Interested Party Courtesy NEF
cdjang@rutan.com

Alan J Friedman on behalf of Debtor Usa Biomass Corporation
afriedman@irell.com

Krikor J Meshefejian on behalf of Debtor Usa Biomass Corporation
kjm@lnbrb.com

Krikor J Meshefejian on behalf of Other Professional USA Biomass Corporation Liquidating Trust
kjm@lnbrb.com

Daniel H Reiss on behalf of Other Professional USA Biomass Corporation Liquidating Trust
dhr@lnbyb.com

Daniel H Reiss on behalf of Plaintiff Usa Biomass Corporation Liquidating Trust
dhr@lnbyb.com

Ovsanna Takvoryan on behalf of Other Professional USA Biomass Corporation Liquidating Trust
ovsannat@ttapc.com

United States Trustee (SA)
ustprejon16.sa.ecf@usdoj.gov

2. SERVED BY UNITED STATES MAIL: On **August 25, 2015**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

| | | |
|--|---|---|
| Wilson County Tax Assessor c/o David G. Aelvoet 310 South St. Mary's, 10 th Fl Suite 1000 San Antonio, TX 78205 | Wilson County Tax Assessor- Collector 2 Library Lane, Suite 1 Floresville, TX 78114-2239 | Wilson County CAD-Tax Collector 1611 Railroad Street Floresville, TX 78114 |
|--|---|---|

| | | |
|--|---|--|
| 1 Robert F. Johnston Donald C. Atkins and Elizabeth M. Atkin 2 Paul Poole & Debbie Poole c/o Robert P. Wilson 3 P.O. Box 690727 San Antonio, Texas 78269 | Robert F. Johnston Donald C. Atkins and Elizabeth M. Atkin Paul Poole & Debbie Poole c/o L/O of Robert P. Wilson 625 North Alamo San Antonio, Texas 78215 | |
|--|---|--|

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **August 25, 2015** I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Served via Overnight Delivery

Honorable Erithe A. Smith
 U.S. Bankruptcy Judge
 411 West Fourth Street, Chambers 5040
 Santa Ana, CA 92701

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

| | | |
|-----------------|------------------|------------------|
| August 25, 2015 | John Berwick | /s/ John Berwick |
| <i>Date</i> | <i>Type Name</i> | <i>Signature</i> |

Requests for Special Notice

Counsel for Bank of America

Paul Arrow Esq
Buchalter, Nemer, et al
601 S. Figueroa St., #800
Los Angeles, CA 90017-5740

Counsel for Banco Popular

Shannon C. Switzer, Esq.
Craton & Associates
100 Oceangate, Ste 1200
Long Beach, CA 90802-4324

Counsel for Waste Management

Bennett Silverman, Esq.
Gibson, Dunn & Crutcher
333 S. Grand Ave
Los Angeles, CA 90071-3197

RSN-Co-Counsel for USA Biomass

Richard L Fahrney II, Esq.
Fingal, Fahreny & Clark,LLP
5120 Campus Drive, Suite 200
Newport Beach, CA 92660

Gerald T. Kelly
Kelly & Company
3151 Airway Ave., #E-1
Costa Mesa, CA 92627

Committee Member

Brian Griffin
Mid City National Bank
801 West Madison St
Chicago IL 60607

Felix Dupuy

101 Yampah Lane
Whitefish, MT 59937

Committee Member

Rosalie Salvato
GP Resources
19501 South Santa Fe Avenue
Rancho Dominguez, CA 90221

Committee Member

Linda Donoso
ID Industries
5245 Bell Court
Chino, CA 91710

Creditor/RSN

Pamela Schreiber Brand
9502 Florence Circle
Villa Park, CA 92861

Counsel for Pamela Schreiber Brand

E. Paul Tonkovich Esq
1851 E. 1st St., #800
Santa Ana, CA 92705

~~Robert B. Wright~~

~~47100 W El Dorado Dr
Indian Wells, CA 92210 8653
New address per post office; see
below~~

Counsel for AMCOR Realty Fund

~~Brian T. Corrigan, Esq.
Corrigan & Morris
201 N. Figueroa Street #690
Los Angeles, CA 90012
(DELETE PER LTR 7/19/01)~~

Counsel for Robt Whitmore

Mark C Schnitzer Esq
Reid & Hellyer
PO Box 1300
Riverside, CA 92502-1300

Counsel for Amcor Realty Fund III

Mark T. Flewelling Esq
Anglin, Flewelling et al
199 S. Los Robles Ave., #600
Pasadena, CA 91101

Counsel for Eugene Tidgewell

J. Ronald Ignatuk Esq
Marshack Shulman et al
Po Box 57051
Irvine CA 92619

J. Peter Gyben Esq
18881 Von Karman Ave., Ste 1500
Irvine CA 92612

Receiver For ARF III

James E. Carter, Esq.
1851 E. First Street, Ste 800
Santa Ana, CA 92705

R.R. Gonzales, Insolvency Advisor

Internal Revenue Service
300 No. Los Angeles Street
Room 4062, MS 5117
Los Angeles, CA 90012

Dale Paisley CEO

USA Biomass
1912 North Batavia Street, #C
Orange, CA 92865

Counsel for SO-CO GROUP

Michael O'Halloran, Esq.
Cheryl Stengel
1010 Second Avenue, Ste 1727
San Diego, CA 92101

Counsel for Fresno Truck Center

Craig B Fry Esq
Lang Richert & Patch
Po Box 40012
Fresno, CA 93755-0012

Diana Sichel Esq
Rutan & Tucker
611 Anton Blvd., 14th Flr
Costa Mesa, CA 92626-1998

Allen D. Mednick, Sr Deputy Dist Pros.
Attn: Jane Powers
South Coast AQMD
21865 Copley Drive
Diamond Bar, CA 91765-0940

Bruce T. Bauer, Esq.
Aldrich & Bonnefin
18500 Von Karman Ave, Ste 300
Irvine, CA 92612

Robert M. Aronson, Esq.
Akin, Gump, et al
2029 Century Park East #2400
Los Angeles, CA 90067

J. David Sackman Esq
Reich Adell Crost & Cvitan
3550 Wilshire Blvd., #2000
Los Angeles, CA 90010

U.S. Trustee
411 West Fourth Street
#9041
Santa Ana, CA 92701

Counsel for Debtor
Alan J. Friedman Esq
Irell & Manella
840 Newport Center Dr., #400
Newport Beach, CA 92660-5200

Robert B. Wright
47386 Marrakesh Drive
Palm Desert, CA 92260-5821

Paul Arrow Esq.
1000 Wilshire Blvd.
Suite 1500
Los Angeles, CA 90017

J. Ronald Ignatuk Esq.
Shulman Hodges & Bastian
8105 Irvine Center Drive
Suite 600
Irvine, CA 92618

J. Peter Gyben Esq.
4040 MacArthur Blvd.
Suite 350
Newport Beach, CA 92660

James E. Carter, Esq.
400 N. Tustin Avenue
Suite 225
Santa Ana, CA 92705

Bruce T. Bauer, Esq.
Brooks Bauer, LLP
2677 N. Main Street
Suite 910
Santa Ana, CA 92705

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **August 25, 2015**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Martin J Brill on behalf of Other Professional USA Biomass Corporation Liquidating Trust
mjb@lnbrb.com

Caroline Djang on behalf of Interested Party Courtesy NEF
cdjang@rutan.com

Alan J Friedman on behalf of Debtor Usa Biomass Corporation
afriedman@irell.com

Krikor J Meshefejian on behalf of Debtor Usa Biomass Corporation
kjm@lnbrb.com

Krikor J Meshefejian on behalf of Other Professional USA Biomass Corporation Liquidating Trust
kjm@lnbrb.com

Daniel H Reiss on behalf of Other Professional USA Biomass Corporation Liquidating Trust
dhr@lnbyb.com

Daniel H Reiss on behalf of Plaintiff Usa Biomass Corporation Liquidating Trust
dhr@lnbyb.com

Ovsanna Takvoryan on behalf of Other Professional USA Biomass Corporation Liquidating Trust
ovsannat@ttapc.com

United States Trustee (SA)
ustpreion16.sa.ecf@usdoj.gov

2. SERVED BY UNITED STATES MAIL: On **August 25, 2015**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **August 25, 2015** I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Served via Overnight Delivery

1 Honorable Erithe A. Smith
2 U.S. Bankruptcy Judge
3 411 West Fourth Street, Chambers 5040
4 Santa Ana, CA 92701

5 I declare under penalty of perjury under the laws of the United States of America that the foregoing is
6 true and correct.

| | | | |
|---|-----------------|------------------|-------------------------|
| 7 | August 25, 2015 | John Berwick | <i>/s/ John Berwick</i> |
| 8 | <i>Date</i> | <i>Type Name</i> | <i>Signature</i> |

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28