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| <p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Leonard M. Shulman - Bar No. 126349 Ryan D. O'Dea - Bar No. 273478 SHULMAN HODGES & BASTIAN LLP 100 Spectrum Center Drive, Suite 600 Irvine, California 92618 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: lshulman@shbllp.com; rodea@shbllp.com</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: John M. Wolfe, Chapter 7 Trustee</p> | <p>FOR COURT USE ONLY</p> |
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

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| <p>In re:</p> <p>LOS BANOS LAND INVESTMENTS, LLC,</p> <p style="text-align: right;">Debtor(s).</p> | <p>CASE NO.: 8:13-bk-11857-TA CHAPTER: 7</p> <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p> |
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Last Day to Submit Bids: 3/15/2016

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| <p>Sale Date: Final Bidding Round and Court Hearing: 3/22/2016</p> | <p>Time: 11:00 a.m. (Court hearing)</p> |
| <p>Location: See attached for place to submit bids, Court hrg location: Courtroom 5B, 411 W Fourth St, Santa Ana, CA.</p> | |

Type of Sale: Public Private **Last date to file objections:** 03/08/2016

Description of property to be sold: unimproved real property located in the County of Merced, in the City of Los Banos, California, Assessor Parcel Nos. 083-190-005, 083-210-044, 083-210-045, 078-200-057, 078-200-092 and 078-200-093, commonly referred to as Fox Hills located in Merced County, CA at Pioneer Road and Volta Road

Terms and conditions of sale: Free and clear of certain liens pursuant to Bankruptcy Code §§ 363(b)(1) and (f) Purchase price of \$2,030,000 subject to overbids. See attached for Bid Procedures

Proposed sale price: \$ 2,030,000.00

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

Overbid procedure (if any): Potential overbidders must bid an initial amount of at least \$50,000 over the purchase price offered by the Buyer. Minium bid increments after that shall be \$25,000.

Overibds must be received by the Trustee's counsel by no later than 7 days prior to the Court hearing. (See Attached)

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

Court Hearing: 3/22/2016 at 11:00 a.m.

Courtroom 5B

U.S. Bankruptcy Court

411 West Fourth Street

Santa Ana, CA 92701

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

Leonard M. Shulman, Esq. or Ryan D. O'Dea, Esq.

SHULMAN HODGES & BASTIAN LLP

100 Spectrum Center Drive, Suite 600, Irvine, CA 92618

Telephone: (949) 340-3400

Facsimile: (949) 340-3000

Email: lshulman@shbllp.com; rodea@shbllp.com

Date: 02/26/2016

1 **In re Los Banos Land Investments LLC**

2 **Case No. 8:13-bk-11857-TA**

3 **Attachment to Notice of Sale of Estate Property:**

4 **I. INTRODUCTION**

5 John M. Wolfe, the Chapter 7 Trustee (“Trustee”) for the bankruptcy estate (“Estate”) of
6 Los Banos Land Investments, LLC (“Debtor”), brings this *Motion for Order: (1) Approving the*
7 *Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy*
8 *Code §§ 363(b)(1) and (f) and Subject to Overbids, Combined With Notice of Bid Procedures*
9 *and Request for Approval of the Bid Procedures Utilized; (2) Approving Payment of Real Estate*
10 *Commission; (3) Approving a Settlement of the Disputed Tax Lien Action with the Merced*
11 *County Tax Collector Which Provides for a Bankruptcy Code Section 506(c) Surcharge; and (4)*
12 *Granting Related Relief* (“Sale Motion”).

13 The principal asset of the Estate is the real property described as follows: unimproved
14 real property located in the County of Merced, in the City of Los Banos, California, Assessor
15 Parcel Nos. 083-190-005, 083-210-044, 083-210-045, 078-200-057, 078-200-092 and 078-200-
16 093, commonly referred to as Fox Hills located in Merced County, CA at Pioneer Road and
17 Volta Road (“Property”).¹ The Trustee has received an offer from Natomas Boot Ventures 384
18 LLC or its assignee (“Buyer”) to purchase the Property for \$2,030,000, subject to overbid
19 procedures.²

20 After payment of (i) non-disputed liens/interests impacting the Property, (ii) all
21 outstanding non-disputed real property taxes as agreed to by the Tax Collector, and (iii) all costs
22 of sale including escrow fees and real estate commissions at closing of escrow, the net sale

23 ¹ Although not disclosed on its Schedules, the Trustee has learned and been informed that
24 the Estate’s interest in the Property is an undivided 99.52% interest, with the other 0.48%
25 interest held in the name of William J. Watts (“Watts”). The Trustee has communicated
26 with Watts who has agreed and consented to the Trustee’s sale of the both the Estate’s
27 interests and his co-owner interest in the Property as proposed herein, provided that after
28 the costs of sale and payment of liens, Watts receives a small payment of \$2,000
(*estimated* representing his nominal interest in the Property). As such, through the Sale
Motion, pursuant to Bankruptcy Code Section 363(h), the Trustee is requesting authority
to sell both the Estate’s interest and the interest of Watts in the Property.

² Notice of the Sale Motion and the Bid Procedures (define and set forth below) will be
provided to all potential bidders.

1 proceeds are estimated to be approximately \$186,831.93, or more in the event of overbids, as
2 follows (amounts are estimated):

| | | |
|----|---|------------------|
| 3 | | |
| 4 | Sale Price (or amount as increased by overbid) | \$2,030,000 |
| 5 | Less real estate commission and costs of sale (8%) | (\$162,400) |
| 6 | Less agreed payment amount to the Merced County Treasurer and Tax Collector for real property taxes ³ | (\$1,652,768.07) |
| 7 | Less <i>estimated</i> payment to the San Luis Water District for assessments | (\$26,000) |
| 8 | Less <i>estimated</i> payment to co-owner Watts | (\$2,000) |
| 9 | <i>Estimated</i> Net Sale Proceeds for the benefit of the Estate | \$186,831.93 |
| 10 | | |

11 The three non-equity claims in the case⁴ are (i) Claim 5 by the Franchise Tax Board for
12 \$1,699.03 (administrative expense claim), (ii) Claim 6 by the United States Trustee for \$325
13 (administrative expense claim) and (iii) Claim 76 by Howard Grobstein, Chapter 7 Trustee for
14 Point Center Financial, Inc. for \$6,664,260.38 (general unsecured claim). The Trustee's review
15 of the claims in the case is ongoing and has not been finalized.

16 The administrative claims that are subject to Court approval in the case include (i) the
17 Trustee's statutory fees of approximately \$86,000, and (ii) the fees and expenses of the Trustee's
18 special real estate counsel that currently exceed \$177,000 but will be reduced to provide for a
19 meaningful distribution to allowed unsecured claims. The Trustee believes if the sale of the
20 Property is approved, unsecured creditors with allowed claims are expected to receive a material
21 distribution in this case.

22 Based on the benefits to the Estate, the Trustee believes that good cause exists to grant
23 the Sale Motion so the Trustee does not lose this favorable business opportunity.

24 ³ Subject to Court approval, the Trustee and the Merced County Treasurer and Tax
25 Collector ("Tax Collector") have reached a settlement for payment of the tax liens
26 impacting the Property. Under the settlement, the Tax Collector has stipulated to a
\$134,570.87 surcharge of its collateral, thus reducing the amount paid to the Tax
Collector through escrow to \$1,652,768.07.

27 ⁴ The last date for filing claims in the case was June 5, 2014 (government claims were due
28 by August 4, 2014). The Court's Claims Register indicates there have been ninety-three
claims filed totaling over \$14,000,000. The Trustee believes that approximately ninety of
the claims were filed by holders of equity interests in the Debtor.

1 II. RELEVANT FACTS

2 A. Case Commencement

3 On February 28, 2013 (“Petition Date”), the Debtor filed a voluntary petition under
4 Chapter 11 of the Bankruptcy Code. On or about January 29, 2014 the case was converted to
5 Chapter 7 and John M. Wolfe was appointed and is the acting Chapter 7 trustee in the Debtor’s
6 bankruptcy case.

7 B. The Property

8 The principal asset of the Estate is the Debtor’s interest in the Property located in City of
9 Merced, County of Merced, State of California, and is further described as follows: unimproved
10 real property located in the County of Merced, in the City of Los Banos, California, Assessor
11 Parcel Nos. 083-190-005, 083-210-044, 083-210-045, 078-200-057, 078-200-092 and 078-200-
12 093, commonly referred to as Fox Hills located in Merced County, CA at Pioneer Road and
13 Volta Road (“Property.”) The Property is legally described as stated in the Preliminary Title
14 Report dated December 23, 2015, a true and correct copy of which is attached as **Exhibit 1** to the
15 Declaration of John M. Wolfe annexed to the Sale Motion (“Wolfe Declaration”) and
16 incorporated herein by this reference.

17 Attached as **Exhibit 2** to the Wolfe Declaration annexed to the Sale Motion are true and
18 correct copies of the Debtor’s Amended Schedules A and D (docket 18). The Debtor’s
19 Schedules indicates the Property consists of 388+/- acres of land originally intended for an over
20 400 single family residential development with an 18 hole golf course and clubhouse and
21 approximately 9 acres of commercial and mixed use structures. The Debtor indicates in its
22 Schedules that approximately 40% of the infrastructure was built (roads, gutters, cart paths,
23 sidewalks, wet and dry utility hook-ups, etc.). A water treatment plant is about 50% complete
24 (set for service approximately 3,460 single family residences that were to make-up Phase 1 of the
25 development, the Debtor’s Property, and Phases II and III (properties owned by a separate entity
26 also in bankruptcy). In addition, the Debtor indicated that three pump stations located at various
27 locations are about 80% completed.

28

1 In its Schedules, the Debtor valued the Property at \$3,000,000 and listed one lien in favor
2 of Merced County in the amount \$1,213,919.31.

3 **C. Undisclosed Co-Owner Interest in the Property and Proposed Treatment Through**
4 **the Sale**

5 Although not disclosed on Debtor's Schedules, the Trustee has learned and been informed
6 that the Estate's interest in the Property is an undivided 99.52% interest, with the other 0.48%
7 interest held in the name of William J. Watts ("Watts"). The Trustee has communicated with
8 Watts who has agreed to the Trustee's sale of the both the Estate's interests and his co-owner
9 interest in the Property as proposed herein, provided that after the costs of sale and payment of
10 liens, Watts receives a small payment of \$2,000 (*estimated* representing his nominal interest in
11 the Property.)

12 Watts will be providing the Trustee with a Declaration to be filed with the Court setting
13 forth his consent to the sale as proposed herein.

14 As such, through the Sale Motion, pursuant to Bankruptcy Code Section 363(h), the
15 Trustee is requesting authority to sell both the Estate's interest and the interest of Watts in the
16 Property.

17 **D. Employment of Real Estate Broker**

18 Pursuant to Court order entered on August 5, 2014 (docket 109), the Trustee was
19 authorized to employ the listing team of CBRE, Inc. and Capstone Real Estate Group as his real
20 estate listing broker team ("Broker Team") to assist him with effectively listing and marketing
21 the Property for sale, as well as negotiating a sale price to prospective buyers to provide a benefit
22 to the Estate.

23 The listing agreement with the Broker Team provides for real estate commission to be
24 paid of six percent of the sale price. During this case, the Broker Team entered into a certain
25 Cooperating Broker Agreement with Land Advisors related to a potential sale of the Property to
26 Lansing Companies, which sale was not consummated. Land Advisors will receive no
27 commission related to the sale transaction that is the subject of this Sale Motion as the
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1 Cooperating Broker Agreement was only applicable to the sale of the Property to Lansing
2 Companies and is not applicable to the sale transaction that is the subject of this Sale Motion.

3 **E. Basis for Value of the Property**

4 The Estate does not have the funds to obtain a formal written appraisal for the estimated
5 value of the Property. The Debtor valued the Property at \$3,000,000 in its Schedules. The
6 Broker Team has more than thirty-five years of experience in the sale of real property as well as
7 property valuations and is familiar with valuing real property in today's economic environment.
8 The Broker Team reviewed the Property and believed that the Property should be listed for sale
9 at \$3,000,000. The basis for this value included that despite the description of the improvements
10 to the Property listed in the Debtor's Schedules, (i) the Property has no water and the utility will
11 not issue a will serve letter, (ii) all but five percent of the infrastructure has either been removed,
12 vandalized or does not exist, (iii) most environmental permits have expired and (iv) there is a
13 sixty plus year supply of vacant lots in the area.

14 **F. Marketing Efforts**

15 The Property has been on the market for over eighteen months and while there has been
16 some interest, the Buyer's offer presented in this Sale Motion is the only material and solid offer
17 received thus far by the Trustee. With the real property taxes increasing, the Trustee believes the
18 Property must be sold as soon as possible in order to maximize the benefit for the Estate.

19 The Trustee believes that the proposed sale, subject to overbids, will be at fair market
20 value because it is the best offer the Estate has received thus far for the Property. Given that the
21 sale is subject to overbids, it is anticipated that the Trustee will receive the best and highest value
22 for the Property and therefore the proposed sale price of the Property is fair and reasonable.

23 **G. Liens and Encumbrances and Their Proposed Treatment Through the Sale**

24 The following chart sets forth the liens and encumbrances against the Property as detailed
25 in the Preliminary Title Report attached as **Exhibit 1** to the Wolfe Declaration annexed to the
26 Sale Motion and the proposed treatment of the liens and encumbrances through the sale:
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Creditor:

Merced County
Treasurer and
Tax Collector

Description and Estimated Amount Owning:
Real property taxes :

| <u>Assessor Parcel #</u> | <u>Defaulted Taxes as of 10/2014</u> | <u>2014 Taxes</u> | <u>Total</u> |
|--------------------------|--|-------------------|----------------|
| 078-200-057 | \$238,910.27 | \$5,108.47 | \$244,018.74 |
| 078-200-092 | \$448,811.95 | \$4,448.91 | \$453,260.86 |
| 078-200-093 | \$384,215.44 | \$3,215.81 | \$387,431.25 |
| 083-190-005 | \$25,111.88 | \$5,405.47 | \$30,517.35 |
| 083-210-044 | \$152,918.00 | \$1,724.60 | \$154,642.60 |
| 083-210-045 | \$220,799.97 | \$1,839.31 | \$222,639.28 |
| Total | \$1,470,767.51 | \$21,742.57 | \$1,492,510.08 |

Treatment of Lien Through the Sale:
The Tax Collector is currently owed \$1,787,338.94 in relation to defaulted taxes, redemption penalties, and interest. Subject to Court approval, the Trustee and the Tax Collector have reached a settlement for payment of the tax liens impacting the Property. Under the settlement, tax liens will be resolved and paid through escrow at the reduced amount of \$1,652,768.07.

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| <u>Creditor:</u> San Luis Water District | <u>Description and Estimated Amount Owning:</u> Delinquent assessments as reflected in the Certificates of Sale recorded on May 30, 2014: | | | | | | | | | | | | | | | | |
|---|---|--------------------------|----------------------------|---------------|-------------|--|------------|-------------|--|------------|-------------|--|------------|--|-------|-------------|--|
| | <table border="1"> <thead> <tr> <th style="width: 20%;"><u>Assessor Parcel #</u></th> <th style="width: 60%;"><u>Certificate of Sale</u></th> <th style="width: 20%;"><u>Amount</u></th> </tr> </thead> <tbody> <tr> <td>078-200-057</td> <td>Certificate of Sale 14-325, recorded 5/30/3014, recording #2014-016286; and a Corrected Certificate of Sale recorded 8/31/2015, recording #2015-030585</td> <td>\$4,914.37</td> </tr> <tr> <td>078-200-092</td> <td>Certificate of Sale 14-326, recorded 5/30/3014, recording #2014-016287; and a Corrected Certificate of Sale recorded 8/31/2015, recording #2015-030586</td> <td>\$4,285.68</td> </tr> <tr> <td>083-210-044</td> <td>Certificate of Sale 14-327, recorded 5/30/3014, recording #2014-016288; and a Corrected Certificate of Sale recorded 8/31/2015, recording #2015-030587</td> <td>\$1,661.06</td> </tr> <tr> <td></td> <td style="text-align: right;">Total</td> <td>\$10,861.11</td> </tr> </tbody> </table> | <u>Assessor Parcel #</u> | <u>Certificate of Sale</u> | <u>Amount</u> | 078-200-057 | Certificate of Sale 14-325, recorded 5/30/3014, recording #2014-016286; and a Corrected Certificate of Sale recorded 8/31/2015, recording #2015-030585 | \$4,914.37 | 078-200-092 | Certificate of Sale 14-326, recorded 5/30/3014, recording #2014-016287; and a Corrected Certificate of Sale recorded 8/31/2015, recording #2015-030586 | \$4,285.68 | 083-210-044 | Certificate of Sale 14-327, recorded 5/30/3014, recording #2014-016288; and a Corrected Certificate of Sale recorded 8/31/2015, recording #2015-030587 | \$1,661.06 | | Total | \$10,861.11 | |
| <u>Assessor Parcel #</u> | <u>Certificate of Sale</u> | <u>Amount</u> | | | | | | | | | | | | | | | |
| 078-200-057 | Certificate of Sale 14-325, recorded 5/30/3014, recording #2014-016286; and a Corrected Certificate of Sale recorded 8/31/2015, recording #2015-030585 | \$4,914.37 | | | | | | | | | | | | | | | |
| 078-200-092 | Certificate of Sale 14-326, recorded 5/30/3014, recording #2014-016287; and a Corrected Certificate of Sale recorded 8/31/2015, recording #2015-030586 | \$4,285.68 | | | | | | | | | | | | | | | |
| 083-210-044 | Certificate of Sale 14-327, recorded 5/30/3014, recording #2014-016288; and a Corrected Certificate of Sale recorded 8/31/2015, recording #2015-030587 | \$1,661.06 | | | | | | | | | | | | | | | |
| | Total | \$10,861.11 | | | | | | | | | | | | | | | |
| | <u>Treatment of Lien Through the Sale:</u> Any transfer of interests in the Property by the San Luis Water District is disputed by the Trustee and is the subject of a bona fide dispute. Specifically, the Certificates of Sale were each recorded after the Property became an asset of the Estate. As such, the Trustee believes that the Certificates of Sale were recorded in violation of the automatic stay under Bankruptcy Code Section 362, and therefore, under applicable federal bankruptcy law, the Certificates of Sale are each invalid as any action taken in violation of the automatic stay is void as a matter of law. <i>See, In re Schwartz</i> , 951 Fed.2d, 596 (9th Cir. 1992). All non-disputed outstanding San Luis Water District assessments will be paid through escrow on the sale transaction. The Trustee is advised by the San Luis Water District that the current amount owed on all parcels is approximately \$26,000. | | | | | | | | | | | | | | | | |

H. The Adversary Proceeding Against the Merced County Treasurer and Tax Collector and the Other Disputes

As of September 2015, the Tax Collector alleged that its lien on the Property had increased to \$1,664,636.58, of which (i) \$959,953.42 is based on fines and/or penalties, and (ii) \$459,091.52 was incurred after the Petition Date. The liens of the Tax Collector impacting the Property (“Disputed Tax Liens”), which are continuing to accrue, are the subject of a bona fide dispute. Specifically, the Disputed Tax Liens are the subject of a pending adversary proceeding styled *John M. Wolfe, Trustee for the bankruptcy estate of Los Banos Land Investments, LLC vs.*

1 *Merced County Treasurer and Tax Collector*, Adversary Case No. 8:15-ap-01368-TA (“Disputed
2 Tax Lien Action”).

3 Pursuant to the Disputed Tax Lien Action, the Trustee seeks the following relief: (i)
4 avoidance of penalties incurred prior to the Petition Date in an amount of not less than
5 \$500,861.90; (ii) subordination of not less than \$500,861.90 of the Disputed Tax Liens to all
6 timely filed and late filed general unsecured claims in the case, and (iii) disallowance of all
7 penalties and interest incurred after the Petition Date in an amount of not less than \$459,091.52.

8 In addition, the Trustee asserts that the Estate is entitled to payment of a Bankruptcy
9 Code Section 506(c) surcharge against the Tax Collector’s lien for the costs the Estate has
10 incurred in the maintenance of the Tax Collector’s collateral as well as with the preservation and
11 disposition of such collateral. Surcharge of the Tax Collector’s collateral is appropriate in this
12 case for the Trustee’s costs in disposing of the Property, including the liability of the Estate
13 incurred in connection with the pre-closing work under the Purchase Agreement with the Buyer.
14 That work primarily benefits the Tax Collector as the senior largest secured creditor. Moreover,
15 if the Tax Collector moved to enforce its lien against the Property it would very likely not be
16 able to realize the value from its collateral that the Trustee is achieving through the sale to the
17 Buyer as proposed herein. As such, the Trustee asserts that surcharge pursuant to Section 506(c)
18 is appropriate in this case.

19 Subject to Court approval, the Trustee and the Tax Collector have reached a settlement
20 for (i) Disputed Tax Lien Action, (ii) the Bankruptcy Code Section 506(c) surcharge, and (iii)
21 payment of the tax liens impacting the Property. Under the settlement, the Tax Collector has
22 stipulated to a \$134,570.87 surcharge (the “Surcharge Funds”) of its collateral and settle
23 its outstanding tax liens for \$1,652,768.07.

24 Payment to the Estate’s professionals (the Trustee and his counsel Shulman Hodges &
25 Bastian LLP) covered by the surcharge against the Tax Collector’s liens will be subject to further
26 application and Court order on the allowance of the professionals’ fees and expenses under the
27 applicable provisions of the Bankruptcy Code. The professionals will be filing applications for
28 fees in accordance with the applicable provisions of the Bankruptcy Code which will detail that

1 their fees are reasonable, necessary and benefited the secured creditors. The Surcharge Funds
2 from the sale of will be held by the Trustee in a segregated surcharge account subject to the fee
3 application process under the applicable provisions of the Bankruptcy Code.

4 **I. The Purchase Offer and Summary of the Sale Terms**

5 Through his Broker Team, the Trustee has received an offer from the Buyer to purchase
6 the Property for \$2,030,000, cash, subject to overbid. Attached as **Exhibit 3** to the Wolfe
7 Declaration annexed to the Sale Motion is a true and correct copy of the Purchase and Sale
8 Agreement and Escrow Instructions (“Agreement”).

9 A summary⁵ of the terms and highlights of the Agreement between the Trustee and the
10 Buyer are discussed below:

| | | | |
|----|----|---|--|
| 11 | 12 | Buyer: | Natomas Boot Ventures 384 LLC P.O. Box 2494 Elk Grove, CA 95759 428 J Street #430 Sacramento, CA 95814 |
| 13 | 14 | Purchase Price: | \$2,030,000, or an amount as increased by overbid. |
| 15 | 16 | Deposit: | \$50,000 deposit which shall become non-refundable to the Buyer (but 17 applicable to the Purchase Price), at the Buyer’s Contingency Removal Date. |
| 18 | 19 | Payment of Balance of the Purchase Price: | Upon Closing, the balance of the Purchase Price (\$1,980,000, or an amount as increased by overbid), plus or minus Buyer’s share of closing costs and prorations as provided under the Agreement shall be 20 paid through Escrow. |
| 21 | 22 | Contingency Period and Buyer’s Contingency Removal Date: | Buyer shall have until 5:00 p.m. Pacific Time on that date that is thirty days after his receipt of the title report on the Property to allow Buyer to analyze the feasibility of purchasing the Property (such period shall be referred to here as the “Contingency Period”). The Contingency Period shall not be extended by Buyer. Upon receipt of written request by Buyer, the Trustee, in his sole and absolute discretion, may extend the Contingency Period. Seller shall allow Buyer and Buyer's agents' reasonable access to the Real Property during the Contingency Period. Copies of all environmental reports, surveys and other documents and analyses issued to Buyer as part of Buyer’s diligence shall within three 23 (3) days receipt by Buyer be provided to the Trustee and shall be 24 available for review by other potential bidders. Buyer shall cause any 25 agreement entered with any contractor providing diligence services for 26 27 |

28 ⁵ The summary and discussion are not meant to be a complete review of every provision of the Agreement.

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Buyer to permit Buyer's disclosure of such reports, surveys, documents and analysis to Trustee and other potential bidders and assignment of such reports, surveys, documents and analysis to any Successful Bidder other than Buyer. Buyer shall indemnify Seller and hold Seller harmless from any loss, liability or expense whatsoever arising out of Buyer's right to inspect the Real Property during the Contingency Period. Buyer will not be limited to specific contingencies. During the Contingency Period, the Buyer shall have the right to review and approve in the Buyer's sole discretion all physical and environmental matters concerning the Real Property, including, without limitation the following (collectively the "Contingency Items"):

i. Title: Buyer shall have the right to review and approve an ALTA Extended Form of Owner's Coverage Preliminary Title Report and all exceptions to the Preliminary Title Report issued by Title Issuer. Seller shall pay for a standard CLTA coverage policy. Any extended form ALTA coverage, with or without a survey, shall be paid by Buyer.

ii. Physical Inspection: During the Contingency Period, the Buyer shall have the right to conduct such soils tests, engineering studies, environmental audits and inspections of the Real Property.

iii. Governmental Regulations: During the Contingency Period the Buyer shall have the right to review and approve current zoning, land use and other governmental regulations, laws, permits, and approvals that apply to the Real Property.

iv. Documents: During the Contingency Period, the Buyer shall have the right to review and approve all service contracts, lease agreements, plans, studies, correspondence and reports relative to the operation of the Real Property which are in possession of Seller, if any. Such documents, if any, will be made available for the Buyer's review at their current location which is the Seller's counsel, Shulman Hodges & Bastian LLP, 100 Spectrum Drive, Suite 600, Irvine, California 92618. Seller shall not be obligated to provide delivery or copies of the documents and shall not incur any costs associated with the Buyer's review of the documents.

v. Environmental/Hazardous Materials: If available, a current Phase I Preliminary Environmental Assessment shall be provided to the Buyer. If so provided it shall be without representation or warranty by Seller as to the accuracy or completeness thereof.

vi. Environmental Due Diligence: Buyer shall conduct environmental due diligence at Buyer's sole cost and expense. Buyer shall conclude all such due diligence during the Contingency Period. Any

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agreement entered by Buyer with an environmental contractor shall allow for the assignment of any environmental diligence report to a Successful Bidder other than the Buyer, and re-issuance of such report to the Successful Bidder for a reasonable fee payable by the Successful Bidder. In the event Buyer's environmental contractor performs site testing, Buyer shall be responsible for disposing of excess soil and returning the surface area to its original condition. Buyer shall have approved the environmental condition of the Real Property on or before expiration of the Contingency Period. Buyer understands that the Real Property is being sold in an "as is - where is" condition with no representations or warranties other than as set forth herein.

vii. All Materials Provided by the Seller: All materials provided by the Seller and by the online Seller data-room are provided without representation or warranty as to the accuracy or completeness thereof. Buyer acknowledges that certain of the materials provided by Seller and by the online Seller data-room are out of date.

If the Buyer determines not to proceed with the purchase of the Real Property, then the Buyer shall, on or before the end of the Contingency Period ("**Buyer's Contingency Removal Date**"), notify the Seller in writing that the Buyer has disapproved any matter concerning the Real Property, and the Buyer, as his sole and only remedy, shall be deemed to have elected to terminate the Agreement. The Deposit shall be returned to the Buyer, less any costs associated with Escrow and the Title Policy, and neither party shall have any further rights or obligations under the Agreement except as provided in the Agreement, including, without limitation, the return of all documents, agreements, surveys, reports and other items and materials delivered to or made available to the Buyer in connection with the Agreement. If on or before the expiration of the Contingency Period the Buyer gives the Trustee written notice of approval of all matters concerning the Real Property, *or* if no written notice of disapproval is received by the Trustee prior to the expiration of the Contingency Period, it shall be conclusively presumed that all the Contingency Items have been satisfied and/or waived by the Buyer. In such case, upon expiration of the Contingency Period, the entire Deposit will be immediately released to the Trustee and become non-refundable subject to the terms of the Agreement. These release provision will be self-executing and not require any further approval of the Buyer.

Escrow Holder and
Escrow Closing
Date:

The Escrow Holder Shall be:
First American Title Company, 1610 Arden Way, Suite 101,
Sacramento, CA 95815, Attention: Arah Tresler, Telephone: (916)
576-3130, Email: atresler@firstam.com.

"Closing of Escrow" or "Closing Date" shall mean **March 31, 2016**, or such date which is mutually agreed upon between Buyer and Seller, but shall be no later than thirty (30) days after entry of the Final Order approving the Sale. Notwithstanding the foregoing, the Closing Date may be extended in the sole and absolute discretion of the Trustee.

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| <p>1 Costs of Sale and 2 Payments Through 3 Escrow (including 4 Real Estate Agent 5 Commission) 6 7 8 9 10 11 12 13 14</p> | <ul style="list-style-type: none"> • Outstanding real property taxes shall be paid to the Tax Collector at the agreed reduced amount of \$1,652,768.07 in full and complete satisfaction of all real property taxes attributed to the Property as of the date of closing of escrow. • Non-disputed outstanding San Luis Water District assessments shall be paid. • 6% broker's commission, (\$121,800 commission based on the \$2,030,000 purchase price for the Property) to be paid to the Buyer's Broker and the Trustee's Broker as follows: (i) 2% to Malcolm Rickards of Brown Stevens Elmore & Sparre; (ii) 2% to Joseph M. Galosic of Capstone Real Estate Group; and (iii) 2% to Randy Grimsman of CBRE, Inc. • Payment of closing costs and other monetary obligations the Agreement requires the Trustee on behalf of the Estate as the seller of the Property to pay at the close of escrow. (The Agreement provides that the Buyer and Seller shall each pay one-half of escrow fees and one-half of all other recording charges. Buyer and Seller shall each pay the fees of its respective attorneys and other consultants.) • Estimated payment of \$2,000 to Watts as the co-owner of the Property. • Payment of the net sale proceeds to the Trustee on behalf of the Estate. • Seller shall approve in writing all disbursements to be made from Escrow on the sale of the Property. Escrow Holder shall not be authorized to disburse any funds to anyone without the prior written approval of Seller. |
| <p>15 Bankruptcy Court Approval</p> | <p>The sale is expressly conditioned on approval of the United States Bankruptcy Court for the Central District of California and entry of final order approving this Sale Motion.</p> |
| <p>16 Unknown 17 Contingencies</p> | <p>If Trustee is unable to complete the sale of the Property because of unknown defects in the title, or because the liens and encumbrances exceed the amounts known to Trustee, or by being divested of title by the Bankruptcy Court, or because the income tax consequences of the sale are excessive, Buyer's sole damages will be limited to the refund of its entire Deposit.</p> |
| <p>20 Terms of Sale - 21 Purchase Without 22 Warranties</p> | <p>Buyer acknowledges that it is purchasing the Property from Seller on an "AS IS - WHERE IS" basis without representations or warranties of any kind, express or implied, being given by Seller, concerning the value, condition or fitness of purpose for any use thereof (prior, present and future), or otherwise. Trustee does not warrant or represent the Property's compliance with any applicable federal, state or local environmental laws, zoning laws or applicable regulations. Buyer shall agree that as of the Closing, Buyer is acquiring the Property "as is," with all faults and conditions then existing on the Real Property, including any hazardous substances or hazardous waste" (as defined below) that may be located on, under or around the Property, whether known or unknown, and Buyer shall assume all responsibilities for all such faults and conditions, whether disclosed or not. Buyer represents and warrants that it is purchasing the Property as a result of its own investigations and is not buying the Property pursuant to any representation made by any broker, agent, accountant, attorney or employee acting at the direction or on behalf of Seller. Buyer acknowledges that Buyer has inspected the Property, and upon</p> |

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|---|---|
| | <p>Bankruptcy Court approval of this Agreement, Buyer forever waives, for itself, and its successors and assigns, any and all claims against Debtor, Debtor's Estate, John M. Wolfe, as Trustee and in his individual capacity, and his attorneys, agents, and employees, arising or which might otherwise arise in the future concerning the Property. "Hazardous materials" as used in this Agreement, is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, the United States government due to its toxicity, corrosiveness, reactivity or risk to public health and/or safety, including, without limitation, petroleum or petroleum products or any distillate thereof, PCB's and asbestos.</p> |
| <p>Terms of Sale - Free and Clear of Liens and Encumbrances</p> | <p>The sale of the Property shall be free and clear of all liens, claims, interests and encumbrances pursuant to Bankruptcy Code Section 363(f). The Property shall be delivered to the Buyer free and clear of all liens and encumbrances.</p> <p>Out of an abundance of caution, any liens and interests against the Property that are not paid/resolved through escrow shall attach to the sale proceeds with the same force, effect, validity, and priority as such liens or interests had with respect to the Property prior to the sale</p> |
| <p>Limitations of Sale</p> | <p>The parties acknowledge that the operation of the law has placed the Trustee in a unique role as the Seller of the Property. Due to the nature of the Trustee's role in administering the Estate, there are limitations as to the extent, type and character of the agreement under which the Trustee can convey the Property. The Trustee proposes to sell this asset subject to certain limitations. The parties hereby acknowledge that they understand the terms under which the Property is to be conveyed may vary substantially from the normal customs and trade within the real estate industry. Except where expressly mandated by operation of law, the Buyer consents to any such modifications and amendments.</p> |
| <p>Trustee's Liability</p> | <p>The Buyer shall be expressly aware and fully informed that the Trustee is selling the Property exclusively in his capacity as the Chapter 7 Trustee of the Estate. No personal liability for costs, fees or other charges on the Trustee's part is intended, any liability is strictly the liability of the Estate. Buyer acknowledges that the Trustee is acting in his official capacity only. No personal liability shall be sought or enforced against the Trustee with regard to the Agreement and any addenda thereto, the sale of the Property, or the physical condition of the Property. In the event that the Trustee fails or refuses to complete the transaction for any reason, then the limit of the Trustee's liability is only to return any money paid to the Trustee by the Buyer, without deduction. Prior to and after the closing of Escrow, the United States Bankruptcy Court for the Central District of California, Santa Ana Division shall have and retain the sole and exclusive jurisdiction over the Property of this transaction and the Agreement; and all disputes arising before and after closing shall be resolved in said Bankruptcy Court. In the event that the Trustee fails or refuses to complete the transaction for any reason, then the limit of the Trustee's liability is only to immediately upon demand return any money paid to the Trustee by the Buyer, without deduction. All other liability of the Trustee, or his agents or attorneys, is hereby released.</p> |

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| 1 2 3 4 5 6 | Terms of Sale - Good Faith Finding | The proposed sale has been brought in good faith and has been negotiated on an “arms length” basis. The negotiations with the Buyer have resulted in an offer to sell the Estate’s interest in the Property that will have substantial benefit. Accordingly, the sale is in good faith and should be approved. The Trustee shall request such a finding pursuant to Bankruptcy Code Section 363(m) at the hearing on this Sale Motion. |
| 4 5 6 | Terms of Sale - Waiver of Rule 6004(h) | The Trustee requests that the Court waive the fourteen-day stay of the order approving the sale of the Property under Federal Rules of Bankruptcy Procedure 6004(h) such that the sale of the Property can close as soon as possible after entry of the Court order approving the Sale Motion and the Agreement. |

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8 **J. Notice of Bid Procedures**

9 The Trustee has determined that it would benefit the Estate to permit all interested parties
10 to receive information and bid for the Property instead of selling the Property to the Buyer on an
11 exclusive basis. Accordingly, in order to obtain the highest and best offer for the benefit of the
12 creditors of this Estate, the Trustee also seeks Court approval of the following bid procedures
13 (“Bid Procedures”):

14 1. The bidders must bid an initial amount of at least \$50,000 over the purchase price
15 offered for the Property by the Buyer. Minimum bid increments thereafter shall be \$25,000.

16 2. Bids must be in writing and received by the Trustee’s counsel, Shulman Hodges
17 & Bastian LLP to the attention of Leonard M. Shulman by no later than seven days prior to the
18 hearing on the Sale Motion. Overbids must be accompanied by a deposit (“Deposit”) in the form
of certified funds in an amount of at least \$50,000 payable to “John M. Wolfe, Trustee for the
Estate of Los Banos Land Investments, LLC”.

19 3. The over bidder must also provide evidence satisfactory to Trustee of having
20 sufficient specifically committed funds to complete the transaction or a lending commitment for
the bid amount and such other documentation relevant to the bidder’s ability to qualify as the
purchaser of the Property and ability to close the sale and immediately and unconditionally pay
the winning bid purchase price at Closing.

21 4. The over bidder must seek to acquire the Property on terms and conditions not
22 less favorable to the Estate than the terms and conditions to which Buyer has agreed to purchase
the Property, including but not limited to completing any due diligence by the same deadline as
23 imposed on Buyer such that all bidders shall become non-contingent at the conclusion of Buyer’s
Contingency Period as provided in the Agreement and closing on the sale of the Property in the
24 same time parameters as Buyer. For the purposes of bidding, all-cash consideration shall be
favored by the Trustee.

25 5. If overbids are received, the final bidding round for the Property shall be held at
26 the hearing on the Sale Motion in order to allow all potential bidders the opportunity to overbid
and purchase the Property. At the final bidding round to be conducted before the Court, the
Trustee will seek entry of an order, inter alia, authorizing and approving the sale of the Property
27 to the bidder who the Trustee, in the exercise of his business judgment, may determine to have
made the highest and best offer to purchase the Property, consistent with the Bidding Procedures
28 (“Successful Bidder”). The hearing on the Sale Motion may be adjourned or rescheduled without
notice other than by an announcement of the adjourned date at the hearing on the Sale Motion.

1 6. In the event Successful Bidder fails to close on the sale of the Property within the
2 time parameters approved by the Court, Trustee shall retain Successful Bidder's Deposit and will
3 be released from his obligation to sell the Property to Successful Bidder and Trustee may then
4 sell the Property to the First Back-Up Bidder approved by the Court at the hearing on the Sale
5 Motion.

6 7. In the event First Back-Up Bidder fails to close on the sale of the Property within
7 the time parameters approved by the Court, the Trustee shall retain First Back-Up Bidder's
8 Deposit and will be released from his obligation to sell the Property to First Back-Up Bidder and
9 the Trustee may then sell the Property to the Second Back-Up Bidder approved by the Court at
10 the hearing on the Sale Motion.

11 **K. Discussion Regarding Overbids**

12 The offer for the purchase of the Property received from the Buyer is the best material
13 offer thus far received by the Trustee following the listing of the Property on the MLS by the
14 Broker.

15 The Trustee is proposing the sale of the Property to be subject to the Bid Procedures. The
16 Bid Procedures will be provided to all creditors and any potential bidders or parties who have
17 shown an interest in the Property.

18 In addition, a Notice of Sale of Estate Property will be filed with the Court for posting on
19 the Court's website under the link "Current Notices of Sales", thereby giving notice to
20 additional potential interested parties.

21 Based on the foregoing, the Trustee believes that under the circumstances of this case, the
22 Property will have been appropriately marketed for overbidding.

23 **L. Costs of Sale**

24 Pursuant to the Court order (docket 109), the Broker Team is entitled to a commission on
25 the sale in the amount not to exceed 6% of the purchase price (or \$121,800 based on a purchase
26 price of \$2,030,000), which will be split between the Trustee's Broker Team and the Buyer's
27 Broker as follows: (i) Malcolm Rickards of Brown Stevens Elmore & Sparre - 2%, (i) Joseph M.
28 Galosic of Capstone Real Estate Group - 2%, and (iii) Randy Grimsman of CBRE, Inc. - 2%.

Seller shall pay all premiums for a standard form CLTA Owner's Policy of Title
Insurance issued by the Title Company, in the face amount of the Purchase Price. The cost of
any additional title coverage, extended coverage, coverage which required the preparation of a
survey, and any endorsements shall be the expense of the Buyer. Seller shall pay all transfer,
conveyance and sales taxes. Buyer and Seller shall each pay one-half of escrow fees and one-

1 half of all other recording charges. Buyer and Seller shall each pay the fees of its respective
2 attorneys and other consultants.

3 **M. Tax Consequences**

4 Although it is anticipated there will not be any capital gains tax consequences, at this
5 time, the Trustee does not know what the capital gains taxes liability will be, if any, generated by
6 the sale. In the event that there is any tax liability generated from the sale of the Property that is
7 a liability of the Estate, it is anticipated that such taxes will be paid from the proceeds of the sale
8 prior to any distribution to the Estate.

9 **N. The Sale Will Be Free and Clear of Liens**

10 The Property will be sold free and clear of all liens and encumbrances impacting the Property.
11 The Property shall be delivered to the Buyer free and clear of all liens and encumbrances except
12 for those approved by the Buyer. Out of an abundance of caution, any liens and interests against
13 the Property that are not paid resolved through escrow shall attach to the sale proceeds with the
14 same force, effect, validity, and priority as such liens or interests had with respect to the Property
15 prior to the sale.

16 **O. There is a Good Business Reason for the Sale.**

17 The facts regarding the Trustee's proposed sale of Property support the Trustee's
18 business decision that the proposed sale is in the best interests of the Estate and its creditors.
19 Through the sale, the Trustee expects to generate net proceeds of approximately \$186,831.93 or
20 more in the event of overbids, as follows (amounts are estimated):

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| 22 Sale Price (or amount as increased by overbid) | \$2,030,000 |
| 23 Less real estate commission and costs of sale (8%) | (\$162,400) |
| 24 Less agreed payment amount to the Merced County Treasurer and Tax Collector for real property taxes | (\$1,652,768.07) |
| 25 Less <i>estimated</i> payment to the San Luis Water District for assessments | (\$26,000) |
| 26 Less <i>estimated</i> payment to co-owner Watts | (\$2,000) |
| 27 <i>Estimated</i> Net Sale Proceeds for the benefit of the Estate | \$186,831.93 |

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1 The estimated net proceeds will benefit the Estate by providing funds for distribution to
2 creditors. The last date for filing claims in the case was June 5, 2014 (government claims were
3 due by August 4, 2014). The Court's Claims Register indicates there have been ninety-three
4 claims filed totaling over \$14,000,000. The Trustee believes that approximately ninety of the
5 claims were filed by holders of equity interests in the Debtor ("Equity Holders") who
6 erroneously believed that filing a proof of claim was necessary to preserve an entitlement to a
7 potential distribution on account of their equity interests in the Debtor, or erroneously believed
8 that they could assert a claim for money for the purchase price of their ownership or equity
9 interests in the Debtor. Based on the Equity Holders' own supporting evidence annexed to their
10 proofs of claim, the Trustee believes such alleged claims are objectionable because only a
11 creditor may file a proof of claim, and an Equity Holder is not a creditor. The Trustee intends to
12 file motions for disallowance of the Equity Holder claims requesting they be disallowed as a
13 claim against the Estate and reclassified as an equity interest, which will preserve for the Equity
14 Holders any entitlement to a distribution from the Estate solely on account of their ownership of
15 equity interests. The three remaining non-equity claims in the case are (i) Claim 5 by the
16 Franchise Tax Board for \$1,699.03 (administrative expense claim), (ii) Claim 6 by the United
17 States Trustee for \$325 (administrative expense claim) and (iii) Claim 76 by Howard Grobstein,
18 Chapter 7 Trustee for Point Center Financial, Inc. for \$6,664,260.38 (general unsecured claim).
19 The Trustee's review of the claims in the case is ongoing and has not been finalized.

20 The administrative claims that are subject to Court approval in the case include (i) the
21 Trustee's statutory fees of approximately \$86,000, and (ii) the fees and expenses of the Trustee's
22 special real estate counsel that currently exceed \$177,000 but will be reduced to provide for a
23 meaningful distribution to allowed unsecured claims. The Trustee believes if the sale of the
24 Property is approved, allowed unsecured claims are expected to receive a material distribution in
25 this case. If the Sale Motion is not approved, then there will be a **substantial** loss to the Estate
26 as the Estate will not receive the benefits from the Property.

27 Furthermore, the Trustee believes that the proposed sale, subject to overbids, will be at
28 fair market value because it is the best offer the Estate has received thus far for the Property.

1 Given that the sale is subject to overbids, it is anticipated that the Trustee will receive the best
2 and highest value for the Property and therefore the proposed sale price of the Property is fair
3 and reasonable.

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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: **100 Spectrum Center Drive, Suite 600, Irvine, California 92618**

A true and correct copy of the foregoing document entitled (*specify*): **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 (*date*) **February 26, 2016**, 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:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **February 26, 2016**, 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 (*date*) **February 26, 2016**, 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.

Judge's Copy – Via Messenger

Honorable Theodor C. Albert, US Bankruptcy Court, 411 W Fourth St, Bin Beside 5th Fl Elevators, Santa Ana, CA 9270

Service information continued on attached page

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

February 26, 2016

Date

Lorre Clapp

Printed Name

/s/ Lorre Clapp

Signature

NEF SERVICE LIST

- Jeffrey S Benice jsb@jeffreybenice.com *Attorney for the Debtor*
- Jacquelyn H Choi jchoi@swesq.com *Attorney for the Tax Collector*
- William R Cumming cumming@cummingandassociateslaw.com *NEF for Interested Party*
- Lauren N Gans lgans@shensonlawgroup.com *NEF for Interested Party*
- Barry S Glaser bglaser@swesq.com, erhee@swesq.com *Attorney for the Tax Collector*
- Nancy S Goldenberg nancy.goldenberg@usdoj.gov *Office of United States Trustee*
- Jeffrey G Gomberg gomberg@bgwmedia.com, gomberg@synair.com *NEF for Interested Party*
- Elizabeth A Lossing elizabeth.lossing@usdoj.gov *Office of United States Trustee*
- Ryan D ODea rodea@shbllp.com, sswartzell@shbllp.com *Special Counsel for the Trustee*
- Kathy Bazoian Phelps kphelps@diamondmccarthy.com, mshabpareh@diamondmccarthy.com *NEF for Interested Party*
- Jonathon Shenson jshenson@shensonlawgroup.com *NEF for Interested Party*
- Leonard M Shulman lshulman@shbllp.com *Special Counsel for the Trustee*
- United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov *Office of United States Trustee*
- Robert G Wilson rwilson@lgbfirm.com, kalandy@lgbfirm.com *Attorney for Howard Grobstein, Chapter 7 Trustee for Point Center Financial, Inc.*
- John M Wolfe (TR) john.wolfe@txitrustee.com, ecf.alert+jmwolfe@titlexi.com *Chapter 7 Trustee*
- Roye Zur rzur@lgbfirm.com, rmartin-patterson@lgbfirm.com; kalandy@lgbfirm.com;marizaga@lgbfirm.com;kmorin@lgbfirm.com *Attorney for Howard Grobstein, Chapter 7 Trustee for Point Center Financial, Inc.*

U.S. MAIL SERVICE LIST

Buyer

Natomas Boot Ventures 384 LLC
Attn President or Manager Agent
P.O. Box 2494
Elk Grove, CA 95759

Buyer's Broker

Malcolm K Rickards, Partner/Vice President
Brown Stevens Elmore & Sparre
655 University Avenue Suite 225
Sacramento, CA 95825

Buyer's Attorney

Wagner Kirkman Blaine
Klomprens & Youmans LLP
Attorneys at Law
Attn Steve Abrams, Esq.
10640 Mather Blvd, Ste 200
Mather, CA 95655

Trustee's Broker Team

Capstone Real Estate Group
Attn Joseph M. Galosic
100 Spectrum Center Drive, Suite 600
Irvine, CA 92618

CBRE, Inc.
Attn Randy Grimsman
500 Capital Mall Suite 24000
Sacramento, CA 95814

Potential Bidder

Hackberry II, LLC
Attn James Koppert
401 Watt Ave Suite 4
Sacramento, CA 95864

Potential Bidder

Lansing Companies, LLC
Attention Gregory P. Lansing, its Authorized Agent
12671 High Bluff Drive, Ste. 150
San Diego, CA 92130

Broker for Lansing Companies LLC

Land Advisors Organization
Attn RJ Radler
3741 Douglas Boulevard Suite 180
Roseville, CA 95661

Potential Bidder

River West Investments, Inc.
Attention: Brian Vail, Authorized Agent
2410 Fair Oaks Boulevard Suite 110
Sacramento, California 95825

Potential Bidder

David Lanza
c/o Brown Stevens Elmore & Sparre
655 University Avenue Suite 225
Sacramento, CA 95825

Co-Owner

William J. Watts
9590 Foothill Road
Middleton, Idaho 83644

CONTINUED ON THE FOLLOWING PAGES

U.S. MAIL SERVICE LIST CONTINUED (Court Mailing Listing)

DEBTOR

LOS BANOS LAND INVESTMENTS, LLC
ATTN MANAGING MEMBER OR AGENT
9828 RESEARCH DRIVE
IRVINE, CA 92618-4310

COURT NOTICE MATRIX

BARBARA SKLAR
2429 BRYAN AVE
VENICE, CA 90291-4713

COURT NOTICE MATRIX

SAN LUIS WATER DISTRICT
PO BOX 2135
LOS BANOS, CA 93635-2135

NOTICE PURPOSES

LAND ADVISORS ORGANIZATION
THOMAS J REIMERS
8105 IRVINE CENTER DR
SUITE 1460
IRVINE, CA 92618

PROOF OF CLAIM FILED

DAVID J HEDLEY
417 S HILL ST APT 300
LOS ANGELES, CA 90013

PROOF OF CLAIM FILED

JOHN G FRY AND MARY KAY FRY TRUST
ATTN JOHN G FRY
15151 MARNE CIRCLE
IRVINE, CA 92604

PROOF OF CLAIM FILED

THE MCDANIEL FAMILY LIVING TRUST
DATED 8-18-08
SCOTT E. MCDANEIL AND CATHERINE
M. MCDANEIL, TRUSTEES
PO BOX 9373
RANCHO SANTA FE, CA 92067

PROOF OF CLAIM FILED

BRUCE R & JOHNI PITTENGER DECL OF
TRUST
BRUCK R & JOHN I PITTENGER
TRUSTEES
30982 VIA MIRADOR
SAN JUAN CAPISTRANO, CA 92675

**INTERESTED PARTY - PROOF OF CLAIM
FILED**

UNITED STATES TRUSTEE (SA)
411 W FOURTH ST., SUITE 9041
SANTA ANA, CA 92701-8000

COURT NOTICE MATRIX

MERCED COUNTY TREASURER AND TAX
COLLECTOR
2222 M ST
MERCED, CA 95340-3780

NOTICE PURPOSES

INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA, PA 19101-7346

PROOF OF CLAIM FILED

HOWARD GROBSTEIN
CHAPTER 7 TRUSTEE FOR POINT CENTER
FINANCIAL INC
C/O GROBSTEIN TEEPLE
3403 10TH STREET SUITE 711
RIVERSIDE, CA 92501-3627

PROOF OF CLAIM FILED

ALAN SHAW
16700 RINALDI STREET
GRANADA HILLS, CA 91344

PROOF OF CLAIM FILED

THE POMEROY FAMILY REVOCABLE
LIVING TRUST
ATTN ROBERT POMEROY
9794 RED RIVER CIRCLE
FOUNTAIN VALLEY, CA 92708

PROOF OF CLAIM FILED

SCOTT E MCDANIEL TRUSTEE OF THE
SCOTT E MCDANEIL INC RETIREMENT
TRUST
SCOTT E. MCDANEIL, TRUSTEE
PO BOX 9373
RANCHO SANTA FE, CA 92067

PROOF OF CLAIM FILED

FELTON FAMILY TRUST 3/25/99
CHARLES M FELTON
1702 S MILLS AVE
LODI, CA 95242

**ATTORNEY FOR MERCED COUNTY
TREASURER AND TAX COLLECTOR**

JACQUELYN H CHOI ESQ
STECKBAUER WEINHART LLP
333 S HOPE STREET 36TH FLOOR
LOS ANGELES, CA 90071

COURT NOTICE MATRIX

POINT CENTER FINANCIAL, INC
9828 RESEARCH DRIVE
IRVINE CA 92618-4310

PROOF OF CLAIM FILED

CALIFORNIA FRANCHISE TAX BOARD
BANKRUPTCY SECTION, MS: A-340
PO BOX 2952
SACRAMENTO, CA 95812-2952

**ATTORNEY FOR HOWARD GROBSTEIN,
CHAPTER 7 TRUSTEE FOR POINT CENTER
FINANCIAL, INC.**

MONICA RIEDER
LANDAU GOTTFIRED & BERGER LLP
1801 CENTURY PARK EAST SUITE 700
LOS ANGELES, CA 90067

PROOF OF CLAIM FILED

MELVIN OTTERMAN TRUSTEE
11842 PENFORD DRIVE
WHITTIER, CA 90604

PROOF OF CLAIM FILED

DORIS AND GARY LUCAS FAMILY LP
PO BOX 4454
OCEANSIDE, CA 92052-4454

PROOF OF CLAIM FILED

WILLIE CITRIN WILLIE CITRIN TRUST
5808 ROYAL PL
RIVERSIDE, CA 92506

PROOF OF CLAIM FILED

FELTON FAMILY TRUST 3/25/99
CHARLES M FELTON
1702 S MILLS AVE
LODI, CA 95242

PROOF OF CLAIM FILED

KURT SIPOLSKI
74619 CANDLEWOOD STREET
PALM DESERT, CA 92260-4511

PROOF OF CLAIM FILED

ROBERT W OLIVER ROTH IRA
8901 BARNETT VALLEY RD
SEBASTOPOL, CA 95472

PROOF OF CLAIM FILED

DAVID FRIEDMAN A SOLE PROP
RETIREMENT TRUST
21325 TRIVOLI
MISSION VIEJO, CA 92692

PROOF OF CLAIM FILED

MARSHAL J BRECHT TRUST
640 COLONIAL CIRCLE
FULLERTON, CA 92835-2773

PROOF OF CLAIM FILED

THE ROBERT & JULIA ASTLE FAMILY
TRUST
18141 BASTANCHURTY RD
YORBA LINDA, CA 92886

PROOF OF CLAIM FILED

TED AND JUDITH MARTINEZ
78337 GRAY HAWK DRIVE
PALM DESERT, CA 92211-2338

PROOF OF CLAIM FILED

RUBEN S GONZALEZ
1721 W MOSSIBERG AVE
WEST COVINA, CA 91790-2610

PROOF OF CLAIM FILED

THE CHANG FAMILY REVOCABLE
TRUST OF 3/22/200
JOHN CHANG TRUSTEE
7568 BOLLINGER ROAD
CUPERTINO, CA 95014

PROOF OF CLAIM FILED

DICKINSON FAMILY REVOC TRUST DTD
9/17/90
JAMES & GERDA DICKINSON, TRUSTEES
1335 SUNNY HEIGHTS ROAD
FALLBROOK, CA 92028-9758

PROOF OF CLAIM FILED

MANUEL & BOBBETTE OLIVEIRA
9005 FIELDING COURT
BAKERSFIELD, CA 93307-5962

PROOF OF CLAIM FILED

JERRY BITTICK IRA #B1077
5130 VIA MADRID
OCEANSIDE, CA 92057

PROOF OF CLAIM FILED

THE KINSMAN FAMILY TRUST
BYRON D KINSMAN & SYLIVA L KINSMAN
TRUSTEES
77799 WOODHAVE DR NORTH
PALM DESERT, CA 92211

PROOF OF CLAIM FILED

ROBERT W OLIVER DDS PENSION PLAN
8901 BARNETT VALLEY RD
SEBASTOPOL, CA 95472

PROOF OF CLAIM FILED

FRATTO FAMILY TRUST
BERNARD J & JEANETTE A FRATTO
TRUSTEES
25961 ARRIBA LINDA
LAGUNA, CA 92677

PROOF OF CLAIM FILED

ALDER CREEK FAMILY TRUST
MAX PERRY TRUSTEE
28816 TEAL TERRACE
MALIBU, CA 90265

PROOF OF CLAIM FILED

JAN WAGNIERE FAMILY TRUST
28321 CAMINO LA RONDA
SAN JUAN CAPISTRANO, CA 92675-5808

PROOF OF CLAIM FILED

KURT SIPOLSKI
74619 CANDLEWOOD STREET
PALM DESERT, CA 92260

PROOF OF CLAIM FILED

ANDRE COTTET
360 EAST FIRST ST #216
TUSTIN, CA 92780

PROOF OF CLAIM FILED

D.J. ANDERT
DBA CPC SYSTEMS
417 N. MEADOWBROOK PLACE
ANAHEIM, CA 92801-5834

PROOF OF CLAIM FILED

LARRY G TAYLOR
12854 SEABREEZE FARMS DR
SAN DIEGO, CA 92130

PROOF OF CLAIM FILED

KATHY BAYNTON-COX & MICHAEL OWENS
3173 LUCINDA LANE
SANTA BARBARA, CA 93105

PROOF OF CLAIM FILED

PHYLLIS MORGENSTERN INTERVIVOS
TRUST AGREEMENT
26835 AUGUSTA PLACE
VALENCIA, CA 91355

PROOF OF CLAIM FILED

FRANK AND JOYCE WINANS INTER VIVOS
TRUST
FRANK WINANS-TRUSTEE
28881 VIA HACIENDA
SAN JUAN CAPISTRANO, CA 92675

PROOF OF CLAIM FILED

DONALD E BRINEY TTEE
BRINEY FAMILY TRUST
16757 HILLSIDE DR
CHINO HILLS, CA 91709

PROOF OF CLAIM FILED

JOHN PATRICK RYAN
1513 MAJESTIC WAY
GLENDALE, CA 91207

PROOF OF CLAIM FILED

RUBEN S GONZALEZ
1721 W MOSSIBERG AVE
WEST COVINA, CA 91790-2610

PROOF OF CLAIM FILED

ROBERT L WELLS TRUST
506 VIA LIDO NORD
NEWPORT BEACH, CA 92663

PROOF OF CLAIM FILED

THE SALEEM S NABER & ABLA S NABER
REVOCABLE LIVING TRUST
2809 ALTIVO PL
FULLERTON, CA 92835-1801

PROOF OF CLAIM FILED

RAYMOND BILLE IRA #BI091
42661 TURQUERIES
PALM DESERT, CA 92211

PROOF OF CLAIM FILED

THE 1998 CHIN FAMILY TRUST
A. MICHAEL & SHIRLEY S. CHIN, TRUSTEES
746 CHRISTINE DRIVE
PALO ALTO, CA 94303-4442

PROOF OF CLAIM FILED

THE SCHLEEDE REVOC FAM TRST DTD
10/14/81
TERRY J. & SUSAN T. SCHLEEDE,
TRUSTEES
11 GOODWIN PLACE
LAGUNA NIGUEL, CA 92677-4128

PROOF OF CLAIM FILED

KENT H. AZAREN TRUSTEE FOR
AZAREN REVOCABLE INTERVIOS TRUST
KENT H. AZAREN, TRUSTEE
1435 BRYANT DRIVE
LONG BEACH, CA 90815-4104

PROOF OF CLAIM FILED

THE SIMPSON FAMILY TRUST DTD 9/6/67
SHERWOOD AND JEAN SIMPSON
TRUSTEES
85 PANORAMA
COTO DE CAZA, CA 92679

PROOF OF CLAIM FILED

DAVID M. & DEBRA KELLEY
P.O. BOX 892
WHITTIER, CA 90608-0892

PROOF OF CLAIM FILED

VINCENT A. & MARGARET E.
BAUERLEIN
33472 CAPE BAY PLACE
DANA POINT, CA 92629-1554

PROOF OF CLAIM FILED

HGH ELECTRIC MONEY PURCHASE PLAN
3032 MARKET STREET
OAKLAND, CA 94608-4336

PROOF OF CLAIM FILED

ARNOLD FRIEDMAN AND ELAINE
FRIEDMAN, TRUSTEES
C/O DAVID BLAKE CHATFIELD
LAW OFFICES OF DAVID BLAKE
CHATFIELD
2625 TOWNSGATE ROAD, SUITE 330
WESTLAKE VILLAGE, CA 91361

PROOF OF CLAIM FILED

ROBERT S OLIVER PROFIT SHARE
10851 CHERRY RIDGE ROAD
SEBASTOPOL, CA 95472

PROOF OF CLAIM FILED

KARLA BILLE IRA 1092
42661 TURQUERIES
PALM DESERT, CA 92211

PROOF OF CLAIM FILED

KENT AZAREN MD INC BON RET TRUST
KENT H. AZAREN, TRUSTEE
1435 BRYANT DRIVE
LONG BEACH, CA 90815-4104

PROOF OF CLAIM FILED

THE SHORE REVOCABLE TRUST OF 1996
DAVID & FLORENCE C. SHORE, TRUSTEES
C/O ANDREW TUNULI, CPA
KLARIN & ASSOCIATES CPAS INC

3300 IRVINE AVE SUITE 105
NEWPORT BEACH, CA 92660

PROOF OF CLAIM FILED

SCOTT M. & KRISTIN E. THOMAS
28852 ALTA LAGUNA BLVD.
LAGUNA BEACH, CA 92651-2550

PROOF OF CLAIM FILED

STEWART FAMILY TRUST
715 AVENIDA PRESIDIO
SAN CLEMENTE, CA 92672

PROOF OF CLAIM FILED

WSB ELECTRIC MONEY PURCHASE PENSION
PLAN
3032 MARKET STREET
OAKLAND, CA 94608-4336

PROOF OF CLAIM FILED

SALAZAR SURVIVOR TRUST, YOLANDA
SALAZAR, TRUSTEE
20 BANYAN TREE
IRVINE, CA 92612

PROOF OF CLAIM FILED

ROBERT S OLIVER
10851 CHERRY RIDGE ROAD
SEBASTOPOL, CA 95472

PROOF OF CLAIM FILED

KENT H. AZAREN M.D., INC PSP
KENT H. AZAREN, TRUSTEE
1435 BRYANT DRIVE
LONG BEACH, CA 90815-4104

PROOF OF CLAIM FILED

THE 1995 DALLEY TRUST
EDWARD G DALLEY TRUSTEE
JUNE CAROL DALLY TRUSTEE
3479 STREAMSIDE CIRCLE APT 203 A
PLEASANTON, CA 94588

PROOF OF CLAIM FILED

GEORGE M PHELPS
MOBILE PARK
5200 IRVINE BLVD SPC 515
IRVINE, CA 92620-2010

PROOF OF CLAIM FILED

WARREN L & SHARON WILLARD
5 CORTE TALLISTA
SAN CLEMENTE, CA 92673-6863

PROOF OF CLAIM FILED

GERALD B RUSS
(THE RUSS FAMILY TRUST DTD 2/26/91)
JERALD & MARGARET RUSS, TRUSTEES
143 CALLE CUERVO
SAN CLEMENTE, CA 92672-2429

PROOF OF CLAIM FILED

PAUL C KRATKA
2908 LANCASTER RD
CARLSBAD, CA 92010

PROOF OF CLAIM FILED

RITA TSAI
1280 HUNTINGTON DRIVE
SAN MARINO, CA 91108-1807

PROOF OF CLAIM FILED

NEIL CHIN & CONSOLACION CATIIS LIVING
TRUST DATED 10/22/03
2714 DEBBIE COURT
SAN CARLOS, CA 94070-4324

PROOF OF CLAIM FILED

NEIL CHIN & CONSOLACION CATIIS
LIVING TRUST DATED 10/22/03
2714 DEBBIE COURT
SAN CARLOS, CA 94070-4324

PROOF OF CLAIM FILED

THOMAS & LA VERNE GORRIE 2002
TRUST
THOMAS & LA VERNE GORRIE,
TRUSTEES
5942 COZZENS ST
SAN DIEGO, CA 92122-3725

PROOF OF CLAIM FILED

KATHRYN BERKOWITZ INTER VIVOS
TRUST
KATHRYN BERKOWITZ, TRUSTEE
5700 SEAWALK DR # 11
LOS ANGELES, CA 90094

PROOF OF CLAIM FILED

LARRY J. CARDUCCI
8211 MOUNT VERNON ROAD
AUBURN, CA 95603-9754

PROOF OF CLAIM FILED

GEORGE P. REH & DANIEL J. REH
2512 LUCIERNAGA STREET
CARLSBAD, CA 92009-5819

PROOF OF CLAIM FILED

DAVID G. & CHERYL A. BERAN
17112 CAMELOT CIRCLE
HUNTINGTON BEACH, CA 92649-4507

PROOF OF CLAIM FILED

THE 993 TRUST, DATED 4/15/99
ROBERT AND/OR KARIN SIZE
19671 SEGOVIA LN
YORBA LINDA, CA 92886

RETURNED MAIL

RETURNED 2/25/2014, UNDELIVERABLE

COURT NOTICE MATRIX
POINT CENTER FINANCIAL, INC
7 ARGONAUT
LAKE FOREST, CA 92630

PROOF OF CLAIM FILED

ERIC C. DISBROW, M.D., A MED CORP PSP
E DUNSBROW MD & JUDITH DISBROW,
TRUSTEES
3640 FAIRWAY DRIVE
CAMERON PARK, CA 95682-8626

PROOF OF CLAIM FILED

ODJAGHIAN FAMIL TRUST
EDWARD AND ISABELLE ODJAGHIAN
12376 FERNANDO DRIVE
SAN DIEGO, CA 92128-1211

PROOF OF CLAIM FILED

JOHN G. FRY & MARY KAY FRY TRUST
JOHN G. FRY, TRUSTEE
15151 MARNE CIRCLE
IRVINE, CA 92604-2925

PROOF OF CLAIM FILED

ELIZABETH FALOR CARDUCCI REVOC
TRUST
ELIZABETH FALOR CARDUCCI, TRUSTEE
8211 MOUNT VERNON ROAD
AUBURN, CA 95603-9754

PROOF OF CLAIM FILED

GEORGE REH IRA #REAAA
PENSCO TRUST COMPANY, CUSTODIAN
2512 LUCIERNAGA STREET
CARLSBAD, CA 92009-5819

PROOF OF CLAIM FILED

EDWARD CURTIS BALL II
29840 ROBLES LANE
VALLEY CENTER, CA 92092

PROOF OF CLAIM FILED

HEIDI KNUTH TRUST DATED SEPT 19, 2007
16155 MARIAN AVE
LAKE ELSINORE, CA 92530

NO ADDRESS

HOWARD GROBSTEIN

RETURNED 7/7/2015, UNDELIVERABLE

PROOF OF CLAIM FILED
NICOLAS R. & BARBARA A. VITATERNA
13243 CLYDE PARK AVENUE
HAWTHORNE, CA 90250-4915

PROOF OF CLAIM FILED

THE BRINEY FAMILY TRUST
DONALD ERNEST BRINEY, TRUSTEE
16757 HILLSIDE DRIVE
CHINO HILLS, CA 91709-2244

PROOF OF CLAIM FILED

EMILY ODJAGHIAN
12376 FERNANDO DRIVE
SAN DIEGO, CA 92128-1211

PROOF OF CLAIM FILED

ABEL T LEAL
33622 VALLE RD
SAN JUAN CAPISTRANO, CA 92675-4812

PROOF OF CLAIM FILED

THE JOHNSON TRUST DTD 7/18/91
DAVID C. JOHNSON, TRUSTEE
C/O SUSI HIETT
PO BOX 3442
BIG BEAR LAKE, CA 92315

PROOF OF CLAIM FILED

THE GHH FAMILY TRUST DTD 4/18/94
HELEN HERMESTROFF TRUSTEE
5620 E KEYNOTE STREET
LONG BEACH, CA 90808-2618

PROOF OF CLAIM FILED

TALL COTTON INC
ATTN JOHN C HALL
67 PLAZA CUESTA
SAN JUAN CAPISTRANO, CA 92675

PROOF OF CLAIM FILED

CHRISTINE HUGHES RAMBERG
4 PARADISE COVE CT
RANCHO MIRAGE, CA 92270

NO ADDRESS

LAND ADVISORS ORGANIZATION

U.S. MAIL SERVICE LIST CONTINUED (Additional Members of Debtor's LLC)

MEMBER

LAWRENCE E. & ZOYA S. AKERS
26023 DONEGAL LANE
LAKE FOREST, CA 92630-6074

MEMBER

TOBY & ANGIE ARGANDONA LIVING
TRUST
TOBY & ANGIE ARGANDONA, TRUSTEES
15627 ARROW HWY
IRWINDALE, CA 91706-2004

MEMBER

AURAHM BAYAT
NASSIM BAYAT, CUSTODIAN
8 ALTA HILLS WAY
LAGUNA NIGUEL, CA 92677-1024

MEMBER

THE BRADFORD STREET, LLC
JAMES G. BRAKKE, MANAGER
30729 PASEO ELEGANCIA
SAN JUAN CAPISTRANO, CA 92675-5425

MEMBER

CHARLENE BRUECHLE SEP ESTATE
TRUST
JOHN BRUECHLE, SUCCESSOR TRUSTEE
P.O. BOX 133212
BIG BEAR LAKE, CA 92315-8917

MEMBER

BRIAN WILLIAMS, M.D. 401K PSP &
TRUST
BRIAN WILLIAMS, TRUSTEE
365 CAMINO NORTE
PALM SPRINGS, CA 92262-4211

MEMBER

BRIANNA CARLSON
CARLETON CARLSON, CUSTODIAN
383 BAY SHORE AVE UNIT 217
LONG BEACH, CA 90803-1963

MEMBER

THE CIBULL FAMILY TRUST DTD 2/26/02
ROBERT AND/OR JEANETTE CIBULL,
TRUSTEES
555 E ARRELLAGA ST., #2
SANTA BARBARA, CA 93103-2271

MEMBER

THE SIDNEY & LILA ANDERSON FAMILY
TRUST
SIDNEY P. & LILA M. ANDERSON, TRUSTEES
21341 CANEA
MISSION VIEJO, CA 92692-4992

MEMBER

THE TRUST OF HYMAN BARMATZ DTD
7/17/00
MARTIN B. BARMATZ, TRUSTEE
2304 PICKENS CANYON ROAD
LA CRESCENTA, CA 91214-2214

MEMBER

CAROL BENJAMIN TRUST AGMNT DTD
7/20/91
CAROL H. BENJAMIN, TRUSTEE
2807 OCEAN STREET #102
CARLSBAD, CA 92008-1980

MEMBER

SAUL BRANDMAN REVOCABLE TRUST
STEPHEN MASSMAN, TRUSTEE C/O
CENTURY DVLP
361 N CANNON DRIVE
BEVERLY HILLS, CA 90210

MEMBER

JOHN BRUECHLE SEPARATE ESTATE TRUST
JOHN BRUECHLE, TRUSTEE
P.O. BOX 133212
BIG BEAR LAKE, CA 92315-8917

MEMBER

KADEN BEBOW
CARLETON CARLSON, CUSTODIAN
383 BAY SHORE AVE UNIT 217
LONG BEACH, CA 90803-1963

MEMBER

ESTATE OF MICHAEL CHAPNICK HELEN
CHAPNICK
C/O ROBERTSON & LUM
1125 GAYLEY AVE
LOS ANGELES, CA 90024

MEMBER

FRANK B. & DELORES O. COEHLO
8644 ACACIA DRIVE
CYPRESS, CA 90630-2146

MEMBER

THE LANNY W. APLANALP TRUST DTD
7/5/02
LANNY W. APLANALP, TRUSTEE
4746 FENDYKE AVENUE
ROSEMEAD, CA 91770-1217

MEMBER

THE BARMATZ & SMALL FAMILY REVOC
TRUST
MARTIN BARMATZ & CAROLYN SMALL,
TRUSTEES
2304 PICKENS CANYON ROAD
LA CRESCENTA, CA 91214-2214

MEMBER

SANDRA BEVERIDGE
851 JENNY DRIVE
NEWBURY PARK, CA 91320-2016

MEMBER

MITCHELL J. & MERLE BRODIE
11680 CYPRESS CANYON ROAD
SAN DIEGO, CA 92131-3756

MEMBER

THE CHARLES E. BUGGY 1985 TRUST
PHYLLIS BUGGY, SUCCESSOR TRUSTEE
1065 LEROY STREET
SAN DIEGO, CA 92106-2418

MEMBER

THE ROGER E. CAMPBELL INTERVIVOS
TRUST
ROGER & MARY CAMPBELL, TRUSTEES
601 HANLEY WAY
LOS ANGELES, CA 90049-1931

MEMBER

THE HUI-PING CHEN LIVING TST DTD 11/6/02
HUI-PING CHEN, TRUSTEE
P.O. BOX 5796
HACIENDA HEIGHTS, CA 91745

MEMBER

SUZANNE M. COLELLA
23451 LOS ENCINOS WAY
WOODLAND HILLS, CA 91367-6005

MEMBER

VICTORIA COOPER
654 CHAPARRAL CIRCLE
NAPA, CA 94558-1582

MEMBER

FRANK A. CORRIEA
474 WEYMOUTH WAY
CHICO, CA 95973

MEMBER

THE CROUNSE FAMILY LIV TRUST DTD
9/26/05
DONALD E & PATRICIA J CROUNSE,
TRUSTEES
23807 TOWISH DR
CORONA, CA 92883-9395

MEMBER

THE CUCCIA FAMILY TRUST
DIANE S. CUCCIA, TRUSTEE
38660 NASTURTIUM WAY
PALM DESERT, CA 92211-1025

MEMBER

THE CUCCIA FAMILY TRUST
VICTOR R & DIANE S CUCCIA, TRUSTEES
42215 WASHINGTON STREET, STE E
PALM DESERT, CA 92211-8025

MEMBER

DANIEL H. WISEMAN, M.D. SOLE PROP PSPP
DANIEL H. WISEMAN, M.D., TRUSTEE
6833 KATHERINE AVENUE
VAN NUYS, CA 91405-4040

MEMBER

THE DART FAMILY TRUST DTD 6/28/00
LARRY AND/OR GAIL DART, CO-
TRUSTEES
941 TILLER WAY
CORONA DEL MAR, CA 92625-1649

MEMBER

DIANA DEENE
P.O. BOX 1216
SANTA MONICA, CA 90406-1216

MEMBER

THE 1990 DE PEAUX FAMILY TRUST
LLOYD & SARAH DE PEAUX , TRUSTEES
24991 DEL MONTE STREET
LAGUNA HILLS, CA 92653-5618

MEMBER

MANUEL B. & ALZIRA C. DIAS
933 E BANYAN STREET
ONTARIO, CA 91761-6105

MEMBER

THE JOHNSON TRUST DTD 7/18/91
DAVID C. JOHNSON, TRUSTEE
C/O SUSI HIETT
PO BOX 3442
BIG BEAR LAKE, CA 92315

MEMBER

THE DONN & MI FAMILY TRUST
LEON YAO DONN & AMY YONGMEI MI,
TRUSTEES
5516 SPRINGVALE DRIVE
DUBLIN, CA 94568-7878

MEMBER

VIRGINIA DONOHUE REV LIV TST DTD
12/7/00
VIRGINIA DONOHUE, TRUSTEE
28384 CHAMPIONS DRIVE
MENIFEE, CA 92584-8828

MEMBER

NICK G. DOURBETAS
5802 CRESTVIEW CIRCLE
LA PALMA, CA 90623-1819

MEMBER

NICO & NIKI DOURBETAS
6 MALIBU
IRVINE, CA 92602

MEMBER

ALEX & CHRISTY DOURBETAS
5802 CRESTVIEW CIRCLE
LA PALMA, CA 90623-1819

MEMBER

MICHAEL M. & LUCETTE R. DULBERG
18 BRANDERMILL DRIVE
HENDERSON, NV 89052

MEMBER

THE DU MOULIN 2001 LIVING TRUST
TIMOTHY & SHERRY DU MOULIN,
TRUSTEES
15209 DELL PONIENTE COURT
POWAY, CA 92064-2216

MEMBER

THE DUNAWAY REVOC TRUST DTD
4/18/97
KATHRYN DUNAWAY, TRUSTEE
P.O. BOX 207
THREE RIVERS, CA 93271-0207

MEMBER

JOHNADENE M. DUNN
10847 MITCHELL DRIVE
STANTON, CA 90680-2209

MEMBER

THE DURHAM FAMILY TRUST DTD 8/9/88
STANLEY AND/OR ROSALIE DURHAM,
TRUSTEES
10 LOS GATOS
IRVINE, CA 92612-2981

MEMBER

THE DUTTON FAMILY CHARITABLE REM
TRUST
JAMES & PATRICIA DUTTON, TSTEEES
536 VIA DEL MONTE
PALOS VERDES ESTATES, CA 90274-1276

MEMBER

GEORGE D. & BARBARA J. DYCK
23502 HIGHLAND GLEN DRIVE
NEWHALL, CA 91321-3425

MEMBER

THE EDWARDS LIVING TRUST
WENDELL R. & C. DENA EDWARDS,
TRUSTEES
860 MORNINGSIDE DRIVE APT C-406
FULLERTON, CA 92835-3565

MEMBER

ALLAN R. & JAYNE M. EISENBACH
2418 TOPSAIL CIRCLE
WESTLAKE VILLAGE, CA 91361-3435

MEMBER

MARCOS A. ENRIQUEZ & KIMBERLY S.
BOWEN
4222 AVENIDA SIMI
SIMI VALLEY, CA 93063-1605

MEMBER

DAVID C. & SHIRLEY J. FACE
2663 MARYKNOLL DRIVE
COLTON, CA 92324-3712

MEMBER

CASA PARAISO DEF BEN PENS PLAN &
TRUST
ANTONIO & PURITA FERRER, TRUSTEES
3832 VISTA BLANCA
SAN CLEMENTE, CA 92672-4545

MEMBER

KATHLEEN B. FISHER PROFIT SHARING
PLAN
KATHLEEN B. FISHER, TRUSTEE
P.O. BOX 2161
RANCHO SANTA FE, CA 92067-2161

MEMBER

FORESMAN FAMILY LEGACY TRST DTD
10/27/00
GAYL ANN BELLER, TRUSTEE
1898 BAYSHORE ROAD
LOPEZ ISLAND, WA 98261

MEMBER

JOHN S. FREY
11241 CAROLL WAY
SANTA ANA, CA 92705-5900

MEMBER

THE FRANCO FAMILY TRUST DTD 5/23/96
FRANCISCO & MARIA FRANCO,
TRUSTEES
12729 17TH STREET
CHINO, CA 91710

MEMBER

THE GELGUR FAMILY TRUST DTD 10/6/00
RAYMOND & BEATRICE GELGUR,
TRUSTEES
629 CAMINO DE LOS MARES, SUITE 201
SAN CLEMENTE, CA 92673-2834

MEMBER

THE GIWOFF FAMILY TRUST DTD 8/11/81
JOSEPH & CHRISTINE GIWOFF,
TRUSTEES
25562 EL CONEJO LANE
LAGUNA HILLS, CA 92653-5344

MEMBER

THE GRAHAM MARITAL TRUST B
ROBIN B. GRAHAM, TRUSTEE
1460 TWINRIDGE RD
SANTA BARBARA, CA 93111-1223

MEMBER

RAMIRO M. & MARY L. FERREIRA
11953 TYLER ROAD
RED BLUFF, CA 96080-7773

MEMBER

TAYLOR C FLETCHER FAMILY TST DTD
5/21/82
TAYLOR C FLETCHER, TRUSTEE
848 MORNINGSIDE DRIVE
FULLERTON, CA 92835-3545

MEMBER

THOMAS A FORSTER TRUST DTD 10/25/01
THOMAS A FORSTER, TRUSTEE
31861 CALLE WINONA
SAN JUAN CAPISTRANO, CA 92675

MEMBER

ARNOLD & ELAINE FRIEDMAN FAMILY
TRUST
ARNOLD & ELAINE FRIEDMAN, TRUSTEES
2249 CANYONBACK RD #5
LOS ANGELES, CA 90049-1178

MEMBER

FROMM CHARITABLE LEAD TRUST DTD
5/9/73
PETER MAIER & LAURA HOLMES, CO-
TRUSTEES
80 E SIR FRANCIS DRAKE BLVD #4D 4TH FLR
LARKSPUR, CA 94939-1709

MEMBER

ROBIN L. GERRARD
25501 MCINTYRE STREET
LAGUNA HILLS, CA 92653-5410

MEMBER

ARNOLD GOLDMAN
4020 ALONZO AVENUE
ENCINO, CA 91316-4409

MEMBER

ROWAN & STEPHANIE GREEN
305 PROSPECT STREET
NEWPORT BEACH, CA 92663-1915

MEMBER

FREDERICO FERREIRA FAM TRUST DTD
6/30/99
FREDERICO R. FERREIRA, TRUSTEE
717 CITRUS LANE
NIPOMO, CA 93444

MEMBER

FOLLICO REVOC ESTATE TRUST DTD 9/27/88
ERNEST AND/OR GLORIA E FOLLICO,
TRUSTEES
106 OCEAN VISTA
NEWPORT BEACH, CA 92660-6229

MEMBER

FREE SACRED TRINITY CHURCH
ROBERT NEES, CEO
9665 GRANITE RIDGE DR STE 310
SAN DIEGO, CA 92123-2674

MEMBER

FRANKLIN FAMILY TRUST DTD 1/26/90
ISABELLE G. FRANKLIN, TRUSTEE
1210 OHIO PLACE
PORTERVILLE, CA 93257-1269

MEMBER

THE FUTTER LIVING TRUST DTD 10/28/94
ROY E & BETTY L FUTTER, TRUSTEES
P.O. BOX 1735
WEST COVINA, CA 91793-1735

MEMBER

THE GHELFI FAMILY TRUST DTD 7/26/89
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SAN CLEMENTE, CA 92677-7039

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TRUST
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ALISO VIEJO, CA 92656-2128

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C/O ROXANNE THOMAS, EXECUTRIX G.
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SAN JUAN CAPISTRANO, CA 92675

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BIG BEAR LAKE, CA 92315-8922

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ROBERT & DENISE SISKA, TRUSTEES
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4937 ARVADA STREET
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STEVEN GOLDSTROM, TRUSTEE
1336 BULRUSH COURT
CARLSBAD, CA 92011

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76403 FAIRWAY DRIVE
INDIAN WELLS, CA 92210

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LOS ANGELES, CA 90077-1724

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TRUSTEES
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2509 DUARTE WAY
LAGUNA BEACH, CA 92651

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PENSCO TRUST COMPANY, CUSTODIAN
748 MISSION CREEK DR
PALM DESERT, CA 92211-5905

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MEMBER

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TRUSTEES
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SAN MARINO, CA 91108-2337

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4470 OLIVE AVENUE
LONG BEACH, CA 90807-2446

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DAVID H. ZENOR, TRUSTEE
4972 COLLEGE GARDENS COURT
SAN DIEGO, CA 92115-1101

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RAY STEWART, TRUSTEE
19592 OAKDALE LANE
HUNTINGTON BEACH, CA 92648-5572

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AGRMNT
RAYMOND RAPPAPORT, TRUSTEE
301 MENDONCINO WAY
REDWOOD CITY, CA 94065-1792

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8 ALTA HILLS WAY
LAGUNA NIGUEL, CA 92677-1024

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PALM DESERT, CA 92211-5905

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DAVID & FLORENCE C. SHORE, TRUSTEES
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CORONA DEL MAR, CA 92625-1410

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104 PEARL STREET
BELFAST, ME 04915

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1100 IRVINE BLVD #216
TUSTIN, CA 92780-3529

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TAYLOR FLETCHER, MANAGING MEMBER
107 E. GRAHAM STREET
LAKE ELSINORE, CA 92530

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AMBER CAPE PRODUCTIONS, LLC
34145 PACIFIC COAST HWY, #519
DANA POINT, CA 92629-2808

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DAVID C. JOHNSON, TRUSTEE
P.O. BOX 222
BIG BEAR LAKE, CA 92315-0222