

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address

John M. Wolfe  
Chapter 7 Trustee  
5450 Trabuco Rd.  
Irvine, California 92620  
Telephone: (800)436-4646  
Email: JackWolfe@sbcglobal.net

FOR COURT USE ONLY

☒ Individual appearing without attorney  
☐ Attorney for:

In re:  
Taylor, Michal Alan

CASE NO.: 8:13-bk-13853-MW  
CHAPTER: 7

## NOTICE OF SALE OF ESTATE PROPERTY

Debtor(s).

**Sale Date:** 05/05/2014

**Time:** 2:00 pm

**Location:** United States Bankruptcy Court, Courtroom 6C, 411 W. Fourth St., Santa Ana, CA 92701

**Type of Sale:** ☒ Public ☐ Private

**Last date to file objections:** 04/21/2014

**Description of property to be sold:** 20% Interest, including community property interests in the real property located at 2393 North Tustin Ave, Orange CA 92614

**Terms and conditions of sale:** Condition of Property: Property purchased "as-is" without any representations or warranties of any kind subject to tax liens, subject to voluntary liens, and with consent of two judgment lienholders upon payment of \$35,000 concurrent with closing. See also APA, Exhibit 2, attached hereto.

**Proposed sale price: \$ 75,000.00**

**Overbid procedure (if any):** See Proposed Overbidding Procedures attached as Exhibit 1 hereto.

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

May 5, 2014 at 2:00p.m.  
Courtroom 6C  
U.S. Bankruptcy Court  
411 West Fourth St.  
Santa Ana, CA 92701

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

John M. Wolfe  
Chapter 7 Trustee  
5450 Trabuco Rd.  
Irvine, California 92620  
Telephone: (800)436-4646  
Email: JackWolfe@sbcglobal.net

Date: 04/07/2014

**EXHIBIT 1**

**EXHIBIT 1**

**PROPOSED OVERBID PROCEDURES**  
**FOR PURCHASE OF PROPERTY**

1. Anyone interested in submitting an overbid with respect to the purchase of the Property must attend the hearing on the Motion or be represented by an individual at the hearing (either in person or telephonically) with authority to participate in the overbid process.

2. An overbid will be defined as an initial bid of \$20,000 above the \$75,000 proposed purchase price or higher with each additional overbid to be in \$1,000 increments.

3. Overbidders (except for the Purchaser) must deliver a deposit to the Trustee's counsel by way of cashier's check made payable to "John M. Wolfe, Chapter 7 Trustee," in the amount of \$95,000 (the "Deposit") no later than 7 calendar days prior to the hearing on the Motion.

4. Overbidders must purchase the Property on the same terms and conditions as the Purchaser, as set forth in the Asset Purchase Agreement ("APA"), Exhibit 2 attached hereto.

5. The Deposit of the successful overbidder shall be forfeited if such party is thereafter unable to complete the purchase of the Property within 15 calendar days of entry of the order confirming the sale.

6. In the event the successful overbidder cannot timely complete the purchase of the Property, the Trustee shall be authorized to proceed with the sale to the next highest overbidder.

7. If there are any qualified overbidders, an auction of the Property shall be held during the hearing on the Motion (on May 5, 2014 at 2:00p.m.) at which time the Court shall determine the highest and best bid for the Property.

EXHIBIT 2

**ASSET PURCHASE AGREEMENT**

The parties to this Asset Purchase Agreement (the “Agreement”) are:

1. Weinberg Family Investments I, a General Partnership (“WFI” or “Buyer”);
2. John M. Wolfe, (“Trustee” or “Seller”) the Chapter 7 Trustee for the Bankruptcy Estate (the “Estate”) of Chapter 7 Debtor Michael Alan Taylor (the “Debtor”) in Chapter 7 Case No. 8:13-bk-13853-MW;
3. Buck-Shepard Associates, Inc. (“Judgment Lienholder 1”, or “Buck-Shepard”);
4. The United States of America, (“Judgment Lienholder 2”).

**I. RECITALS AND DEFINITIONS**

A. Debtor filed for Chapter 7 bankruptcy protection on April 30, 2013. The case is pending before the United States Bankruptcy Court for the Central District of California (“Court”) Case No. 8:13-bk-13853-MW (the “Bankruptcy Case”).

B. Among the assets listed and scheduled by the Debtor in the Bankruptcy Case are two separate ten percent (10%) joint ownership interests in the commercial real property located at 2393 N. Tustin Ave, Orange, CA 92865 (the “Property”);

C. The two 10% ownership interests (a total of 20%) of the Debtor and/or the Estate, in the Property, and including all community property interests in the Property belonging to the Estate by virtue of 11 U.S.C. section 541(a)(2), shall be collectively referred to herein as the “Estate’s Interest in the Property”);

D. The Legal Description and Assessor’s Parcel Number of the Property are attached as a part of Exhibit A (as described herein below) at Pages 8-9:

E. A Preliminary Title Report prepared by First American Title Company for the Property dated January 13, 2014 is attached hereto as Exhibit A (the “Title Report”);

F. The Estate’s Interest in the Property is encumbered by two voluntary liens, as follows:

1. A Deed of Trust to secure an original indebtedness of \$138,000 recorded March 7, 2008 instrument # 08-108431, dated 10-17-2001; Trustor(s): Michael A. Taylor and Susan L. Taylor, husband and wife; Trustee: First American Title Company; Original Beneficiary: Harriet Cushing; Assigned to Gail E. Hart, Successor Trustee of the John Barry Cushing Decedent's Trust, Dated January 19, 1988, by assignment recorded January 7, 2010 instrument # 200800010834 (the "Cushing Voluntary Lien", see Exhibit A, page 4, item 8);

2. A Deed of Trust to Secure an original Indebtedness of \$200,000 recorded July 23, 2010 as Recorder's Instrument # 10-351980, dated June 22, 2011; Trustor(s): Michael A. Taylor and Susan L. Taylor; Trustee: First American Title Company; Beneficiary: Ronald D. Storer (the "Storer Voluntary Lien", see Exhibit A, page 5, item 12);

G. The Estate's Interest in the Property is encumbered by two Judgment liens as follows:

1. An Abstract of Judgment recorded July 16, 2012, Recorder's Instrument # 2012000401638 in favor of Judgment Lienholder 1 resulting from a judgment entered in Orange County Superior Court, case # 30-2011—0469110, in the judgment amount of \$170,000 ("Judgment Lien # 1", see Exhibit A, page 5, item 13);

2. A Notice of Lien For Fine And/Or Restitution Pursuant to Antiterrorism and Effective Death Penalty Act of 1996 recorded September 13, 2012, Recorder's Instrument # 2012000537111 in favor of Judgment Lienholder 2, resulting from a judgment entered by the United States District Court for the Central District of California case # SACR 09-60-JVS, on July 30, 2012, in the judgment amount of \$358,850 ("Judgment Lien # 2" see Exhibit A, supplement, page 5, item 14);

H. The Buyer, by this Agreement, and subject to the terms and conditions stated herein, wishes to purchase from the Estate (and to the extent that he is the Estate's authorized representative, from the Trustee), all of the Estate's right title and interests whatever they may be, (including all of the Estate's Community Property interests) in the Property. As a matter of disclosure, Buyer, and or its principals, are already owners of a 50% of the Property;

I. Concurrently, the Buyer, by this Agreement, and subject to the terms and conditions stated herein, wishes to obtain a release of Judgment Lien # 1, and Judgment Lien #2 AS TO THE PROPERTY ONLY. It is the intent of the parties that this Agreement shall not constitute a release by either Judgment Lienholder # 1 or Judgment Lienholder # 2 of any of their rights as judgment creditors in any other property of the Debtor or the Estate other than the Property.

J. The "Effective Date" of this Agreement shall be 15 days after the entry of the Bankruptcy Court's Order approving the Sale Motion (as defined below herein) unless a timely appeal has been filed **and** a stay entered. In the latter event, the Effective Date is the date on which the last court to review the Sale Order enters its judgment affirming the Sale Order.

K. Among the Debtor's disclosures in the Bankruptcy Case is a pre-petition levy or garnishment against the Debtor, by Buck-Shepard Associates, Inc. in the amount of \$32,503.81 within one year of the filing of the Bankruptcy Case. Buck-Shepard has agreed to enter into this agreement only on the condition that the Trustee, on behalf of the Estate, does not seek to recover those funds, pursuant to 11 U.S.C. 547 or any other case or statutory law ("the Potential Preference Claims"). The Trustee has investigated the Potential Preference Claims. By this Agreement, and for the consideration described herein, the Trustee, on behalf of the Estate, intends to waive and release Buck-Shepard Associates, Inc. from any and all claims that might be raised pursuant to the Potential Preference Claims.

L. To accommodate the terms of this Agreement and to facilitate its performance including the material requirement that Buyer have and receive title insurance suitable to Buyer, and to facilitate the recording of documents consistent with this agreement, Buyer shall, at its cost, open escrow with First American Title Company, ("Escrow Holder"), pursuant to escrow instructions a copy of which are attached hereto as Exhibit E.

## II. ASSET PURCHASE TERMS

Buyer will purchase, and Trustee has agreed to sell to Buyer, all of the Estate's Interest in the Property, subject to the following terms and conditions including the terms related to Judgment Lienholder # 1 and Judgment lienholder # 2 as set forth herein:



A. Consideration-Buyer to Seller

1. Buyer shall pay the sum of **\$75,000 (Seventy-Five Thousand Dollars)** to the Trustee by certified funds delivered to the Trustee no later than 5 days from the date of the execution of this Agreement by all parties hereto to:

John M. Wolfe, Chapter 7 Trustee for the Estate of Michael Alan Taylor

5450 Trabuco Road  
Irvine, CA 92620

2. Buyer agrees to purchase the Property **subject to** all liens and encumbrances as disclosed in items **1 through 18** on Exhibit A, and as provided for in this agreement as to items 13 and 14.

B. Consideration-Seller to Buyer

1. Subject to the terms and conditions herein, the Trustee shall sell to the Buyer all of the Estate's Interest in the Property (including community property interests as set forth in 11 U.S.C. section 541(a)(2)). Trustee shall execute and deliver to Escrow Holder (pursuant to section B.3. below herein) a recordable Grant Deed in favor of the Buyer in a form as set forth in Exhibit "B". Trustee will execute and deliver to Escrow Holder signed escrow instructions as provided in Exhibit E within 3 days of receipt of the execution by Buyer and Seller of this Agreement and Trustee's receipt of funds set forth in Section II.A.1. herein. The Trustee's Grant Deed, and this sale are on an "as is, where is" basis, and as described herein below is subject to possible over bids.

2. As soon as reasonably practicable after receipt of payment from the Buyer pursuant to paragraph II.A.1., but in no event more than 15 days thereafter, the Trustee shall cause to be filed with the court a Motion for an Order Approving this Agreement (the "Sale Motion"). The Trustee shall be responsible for the preparation and bringing of the Sale Motion before the Bankruptcy Court. The Bankruptcy Court's order approving this Agreement pursuant to the Sale Motion shall be deemed the "Sale Order", herein.

3. No later than 15 days after the Effective Date the Trustee, on behalf of the Estate shall deliver to the Escrow Agent the Grant Deed referenced herein.

C. Consideration-Release of Judgment Lien # 1

1. Judgment Lienholder # 1 agrees to release its lien on the Property (only) in exchange for payment from Buyer of \$25,000 (Twenty-Five Thousand Dollars).

2. No later than 15 days *after* the Effective Date, Buyer shall deliver to Escrow Holder certified funds in the amount of \$25,000 (Twenty-Five Thousand Dollars);

3. No later than 15 days *after* the Effective Date, Judgment Lienholder # 1 shall deliver to Escrow Holder a recordable, original and notarized release of Judgment Lienholder # 1's Judgment Lien # 1 AS TO THE PROPERTY ONLY. Judgment Lienholder # 1 shall not release its Judgment Lien # 1 as to any other assets belonging to the Debtor or to the Estate;

4. Attached hereto as Exhibit C is a form of the Release of Abstract/Lien, agreed as to form between Buyer and Judgment Lienholder # 1 for the purposes of the release call for in this section;

5. Judgment Lienholder # 1 hereby consents to the terms of this Agreement, conditioned on the Trustee's waiver of the Potential Preference Claims, and based on the terms of this Agreement hereby specifically consents to the sale of the Property pursuant to 11 U.S.C. section 363(d)(2). To the extent necessary to accommodate the approval of the Bankruptcy Court to the sale as provided herein, Judgment Lienholder # 1 shall provide the Buyer with any written consents that may be required to establish the consent provided herein.

6. Between Buyer and Judgment Lienholder # 1 this Agreement including Exhibits may be deposited with the Escrow Holder and shall constitute sub-escrow instructions to the Escrow Holder for this transaction as it pertains to Buyer and Judgment Lienholder # 1.

D. Consideration-Release of Judgment Lien # 2

1. Judgment Lienholder # 2 agrees to release its lien on the Property (only) in exchange for payment from Buyer of \$10,000 (Ten-Thousand Dollars).

2. No later than 15 days *after* the Effective Date, Buyer shall deliver to Escrow Holder certified funds in the amount of \$10,000 (Ten-Thousand Dollars);

3. Concurrently with the tender of Buyer's payment to Escrow Holder as referenced in the preceding sub-paragraph, Judgment Lienholder # 2 shall deliver to Escrow Holder a recordable, original and notarized release of Judgment Lienholder # 2's Judgment Lien # 2 AS TO THE PROPERTY ONLY. Judgment Lienholder # 2, by this agreement, does not intend to release its Judgment Lien # 2 as to any other assets belonging to the Debtor or to the Estate, other than the Property;

4. Attached hereto as Exhibit D is a form of the Release of Lien, agreed as to form between Buyer and Judgment Lienholder # 2 for the purposes of the release call for in this section;

5. Judgment Lienholder # 2 hereby consents to the terms of this Agreement, and based on the terms of this Agreement hereby specifically consents to the sale of the Property pursuant to 11 U.S.C. section 363(d)(2). To the extent necessary to accommodate the approval of the Bankruptcy Court to the sale as provided herein, Judgment Lienholder # 2 shall provide the Buyer with any written consents that may be required to establish the consent provided herein.

6. Between Buyer and Judgment Lienholder # 2 this Agreement including Exhibits may be deposited with the Escrow Holder and shall constitute sub-escrow instructions to the Escrow Holder for this transaction as it pertains to Buyer and Judgment Lienholder # 2.

E. Mutual Release Buyer and Seller/Estate ONLY

Effective immediately upon receipt and execution of this Agreement, and for the consideration set forth above, and the mutual promises herein contained, the Buyer on behalf of itself and the Seller on behalf of the Estate and for all of their respective heirs, executors, administrators, attorneys, successors and assigns, and each of them, hereby forever releases and discharges each other and its heirs, executors, administrators, attorneys, successors, assigns, principals, agents, servants, employees, partners, representatives and each and all of them from any and all actions, causes of action, judgments, liens, promises, agreements, contracts, obligations, transactions, indebtedness, costs, damages, losses, lawsuits, arbitrations, appeals, claims, liabilities, indemnifications, debts, demands, attorney's fees or expenses of any nature whatsoever except as expressly set forth in this Agreement or as may be created by this Agreement, and rights of any kind or character known or unknown or speculative which either of them had, now has, or may hereafter have against them, or any of them, by reason of any matter,

cause or thing whatsoever, prior to the date hereof, including without limitation on the generality of the foregoing, any and all claims which were or might or could be asserted of any nature. The Buyer and Seller acknowledge and agree that this release is NOT applicable in any way, by either of them, to the Debtor individually.

F. Waiver of Unknown Claims

By releasing and forever discharging claims, both known and unknown, as provided for above, the Buyer and Seller (on behalf of the Estate) expressly waive any and all rights they have rights under California Civil Code §1542, which provides:

**“(a) A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”**

The Buyer, and Seller on behalf of the Estate understand that, as a consequence of this waiver, it will not be able to make any claim for damages against the other parties even if he or she eventually suffers additional damages arising out of the facts referred to above. The parties further understand that they are releasing even those claims for damages of which they may be currently unaware and which may be discovered only after the effective date of this release. Obligations arising from the performance by the Buyer and Seller arising out of this Agreement are NOT included in this waiver.

H. Trustee’s Waiver and Release of the Potential Preference Claims Against Buck-Shepard (Lienholder # 1).

1. As further consideration for the agreements contained herein, the Trustee, on behalf of the Estate waives and forever releases Buck Shepard, and any of its heirs, executors, administrators, attorneys, successors, assigns, principals, agents, servants, employees, partners, representatives and each and all of them from any of the Potential Preference Claims.

2. This release is NOT mutual, in that Buck-Shepard maintains its rights as a secured creditor and as an unsecured creditor in the Bankruptcy Case for any amounts owed to it by the debtor.

3. Furthermore, nothing in this Agreement shall be construed as a release or waiver by Buck-Shepard of any of its rights as a secured judgment creditor in assets or property of the Debtor or the Estate, except as to the specific release of the Property as set forth herein.

G. Approval by the Bankruptcy Court

1. The effectiveness of this Agreement is subject to the Court's approval by entry of an Order approving this Agreement. The Buyer is informed and agrees that the Sale Motion shall be pursuant to the provisions of 11 U.S.C. § 363 and that the Court can and will require and the Trustee will solicit potential overbids for the Assets as a part of the Section 363 approval process.

2. This Agreement is contingent upon the Trustee's Sale Motion and/or resulting Sale Order containing the following terms:

a. The minimum cash overbid shall be not less than \$20,000 (Twenty Thousand Dollars), and Buyer has the right to further bid on the Assets in the event of an overbid;

b. The Sale Order shall be in a form satisfactory to the Buyer and its counsel and include language that transfers all of the Estate's right, title and interest in the Property to the Buyer *free and clear of any vested or contingent claims, interests, liens, rights, choses in action, or other adverse claims or interests of, by or on behalf of the Debtor or any of its creditors or members, whatsoever, except those liens, encumbrances that are disclosed in Schedule B to Exhibit A.*

c. The Sale Order shall include a finding that the Buyer and Sale are in "good faith" pursuant to 11 U.S.C., section 363(m);

d. The preceding paragraphs are not intended to include a warranty of title of any nature by the Trustee or the Estate in favor of the Buyer and is not intended to be a warranty as to the value or existence of any legal rights with regard to the Property;

e. Only Qualified Over Bidders will be permitted to bid for the Assets and the Trustee's Sale Motion shall incorporate those terms. At a minimum, to be a "Qualified Over Bidder" a potential bidder must deliver, in advance of the hearing on the Sale Motion, by either cashier's check or wire transfer, no later than 5 business days before the hearing, a deposit of not less than \$95,000 (Ninety-Five Thousand Dollars).

D. Terms That Apply If The Buyers Are Not The Successful Bidder Or If  
The Sale Is Not Approved By The Court

1. In the event that the Buyer is not the successful bidder, or in the event that the sale is not approved by the Court for any reason, the Trustee shall return the \$75,000 cash deposit to the Buyer within 10 days;

2. In the event that the Buyer is not the successful bidder, Buyer retains the right to make any claims against the Estate, including administrative priority claims against the Estate by appropriate Proof of Claim or motion(s);

3. In the event that the Buyer is not the successful bidder, the Trustee does not waive the rights of the Estate to object to the allowance of any such claims.

4. In the event that Buyer is not the successful bidder or that this Agreement is not approved by the Bankruptcy Court, all of its provisions are void and unenforceable as to all parties hereto are to be returned to their positions as if this agreement had not been signed, with the exception of the waiver of the Trustee of the Potential Preference Claims against Buck-Shepard, which waiver shall remain in effect.

**III. MISCELLANEOUS PROVISIONS**

A. Representations And Warranties

Each of the parties to this Agreement represent, warrant and agree as to each such party as follows:

1. Each party hereto has full authority and capacity to execute this Agreement on its own behalf;
2. No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation to any other party regarding any fact relied upon in entering into this Agreement, and each party does not rely upon any statement, representation or promise of any other party (or of any officer, agent, employee, representative, or attorney for the other party), in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement;

3. Each party to this Agreement has made such investigation of the facts pertaining to this Agreement and of all the matters pertaining thereto as it deems necessary;
4. Each party has read this Agreement and understands the contents hereof;
5. In entering into this Agreement, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this Agreement was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including, without limitation on the generality of the foregoing, any alleged right or claim to set aside or rescind this Agreement. This Agreement is intended to be and is final and binding between the parties hereto, regardless of any claims of misrepresentation, promise made without the intention to performing, concealment of fact, mistake of fact or law, or of any other circumstance whatsoever;
6. The parties will execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this Agreement;
7. Buyer acknowledges and agrees that upon execution of this Agreement by all parties, Buyer shall not be entitled to withdraw the purchase offer contained herein or oppose the Sale Motion. Should Buyer do so, the Trustee shall be entitled to retain the \$75,000 payment tendered per paragraph II.A.1 hereinabove as liquidated damages.
8. Each term of this Agreement is contractual and not merely a recital.

B. Choice of Law

This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

C. No Oral Modifications

This Agreement is the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing.

D. Equal Contribution of Drafting

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party.

E. Attorney's Fees

In the event of litigation relating to this Agreement, each party shall bear its own costs, including attorney's fees.

F. Execution in Counterparts

This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart (including facsimile signatures) shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties.

G. Jurisdiction

The parties hereto agree that the United States Bankruptcy Court for the Central District of California, Santa Ana Division, shall have sole and exclusive jurisdiction, sitting without a jury, to hear and determine any disputes that arise under or on account of this Agreement.

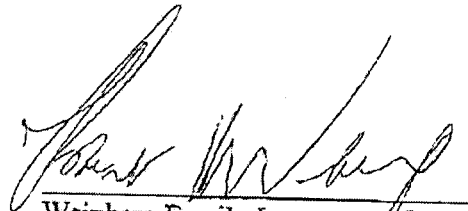
H. Trustee's Capacity.

The Trustee is signing this Agreement in his capacity solely as Chapter 7 Trustee of the Estate. Nothing contained herein shall in any way impute liability to the Trustee, personally or as a member of any professional organization or anyone acting on her behalf.

This Agreement consisting of 12 pages, is made and entered into on and as of February , 2014.

BUYER  
WEINBERG FAMILY INVESTORS I, GP

Date: 2/26/14

  
Weinberg Family Investments I, a  
General Partnership  
By: Robert K. Weinberg, General  
Partner

[signatures continued on next page]



TRUSTEE  
JOHN M. WOLFE

Date:

John M. Wolfe, Chapter 7 Trustee

JUDGMENT LIENHOLDER # 1  
BUCK-SHEPARD ASSOCIATES, INC.

Date:

2/25/2014

  
By: Laura Beth Buck  
President, Buck-Shepard Associates, Inc.

JUDGMENT LEINHOLDER # 2  
THE UNITED STATES OF AMERICA

Date:

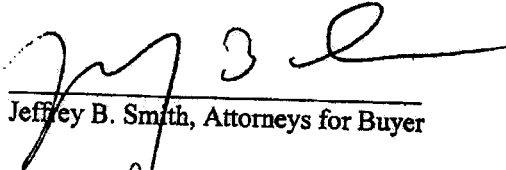
By: ZORAN SEGINA, United States  
Attorney, Financial Litigation Unit

Approved as to Form:

Date:

2/24/14

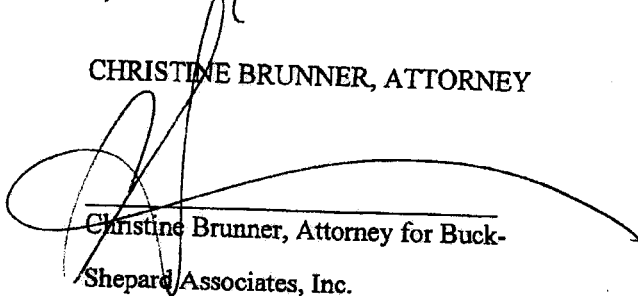
CURD, GALINDO & SMITH, LLP

  
Jeffrey B. Smith, Attorneys for Buyer

Date:

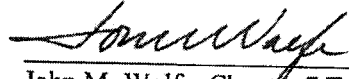
2/25/2014

CHRISTINE BRUNNER, ATTORNEY

  
Christine Brunner, Attorney for Buck-  
Shepard Associates, Inc.

TRUSTEE  
JOHN M. WOLFE

Date: 2/28/14

  
John M. Wolfe, Chapter 7 Trustee

JUDGMENT LIENHOLDER # 1  
BUCK-SHEPARD ASSOCIATES, INC.

Date:

By: Laura Beth Buck  
President, Buck-Shepard Associates, Inc.

JUDGMENT LEINHOLDER # 2  
THE UNITED STATES OF AMERICA

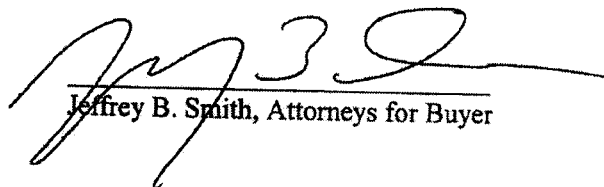
Date:

By: ZORAN SEGINA, United States  
Attorney, Financial Litigation Unit

Approved as to Form:

Date: 2/24/14

CURD, GALINDO & SMITH, LLP

  
Jeffrey B. Smith, Attorneys for Buyer

Date:

CHRISTINE BRUNNER, ATTORNEY

Christine Brunner, Attorney for Buck-  
Shepard Associates, Inc.

## ASSET PURCHASE AGREEMENT

### EXHIBIT A

**CLTA Preliminary Report Form**  
(Rev. 11/06)

Order Number: OSA-4563899  
Page Number: 1



*First American Title*

## **First American Title Company**

**323 Court Street  
San Bernardino, CA 92401**

Order Number: OSA-4563899 (22)

Escrow Officer: Robert Benavente  
Phone: (714)250-4721  
Fax No.: (714)913-6358  
E-Mail: rbenavente@firstam.com

Title Officer: Matt Hooks  
Phone: (909)380-8738  
Fax No.: (866)566-3980  
E-Mail: mhooks@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Buyer: Weinberg  
Property: 2393 North Tustin Street  
Orange, CA

### **PRELIMINARY REPORT**

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Order Number: **OSA-4563899**  
Page Number: 2

Dated as of January 13, 2014 at 7:30 A.M.

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

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

PAUL J. WEINBERG AND WENDI BAILEY WEINBERG, AND SUCCESSORS, AS TRUSTEES OF THE PAUL AND BAILEY WEINBERG TRUST, DATED FEBRUARY 1, 2008, AS TO AN UNDIVIDED 10% INTEREST, DAVID S. WEINBERG, TRUSTEE OF THE DAVID S. WEINBERG TRUST, DATED OCTOBER 1, 2007, AS TO AN UNDIVIDED 10% INTEREST, WILLIAM M. WEINBERG, TRUSTEE OF THE WILLIAM WEINBERG TRUST DTD OCTOBER 1, 2007, AS TO AN UNDIVIDED 10% INTEREST, NANCY W. DAHAN AND VICTOR DAHAN, WIFE AND HUSBAND, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED 10% INTEREST AND ROBERT K. WEINBERG AN UNMARRIED, AS TO AN UNDIVIDED 10% INTEREST, ALL AS TENANTS IN COMMON;

WARREN KORENGOLD, AS TRUSTEE OF THE KORENGOLD FAMILY TRUST DATED NOVEMBER 1, 1967, AS TO AN UNDIVIDED 10% INTEREST;

LEE KORENGOLD AND PAULA YOUNGBLOOD KORENGOLD, HUSBAND AND WIFE AS JOINT TENANTS, AS TO AN UNDIVIDED 10% INTEREST;

MAX C. GEFFNER, AS TRUSTEE OF THE MAX C. GEFFNER TRUST UNDER DECLARATION OF TRUST DATED MARCH 21, 2006, AS TO AN UNDIVIDED 5% INTEREST;

MAX C. GEFFNER AS TRUSTEE OF THE RUTH GEFFNER MARITAL TRUST AS TO AN UNDIVIDED 4.44905% INTEREST;

MAX C. GEFFNER AS TRUSTEE OF THE RUTH GEFFNER RESIDUARY TRUST AS TO AN UNDIVIDED .54095% INTEREST;

THE HEIRS AND DEVISEES OF MAX C. GEFFNER, DECEASED, SUBJECT TO THE ADMINISTRATION OF HIS ESTATE, AS TO A 0.01% INTEREST; AND

MICHAEL A. TAYLOR AND SUSAN L. TAYLOR, HUSBAND AND WIFE, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED 20% INTEREST, subject to proceedings pending in the Bankruptcy Court of the Central District of the U. S. District Court, California entitled in re: TAYLOR, MICHAEL ALAN, debtor, Case No. 13-13853, wherein a petition for relief was filed on APRIL 30, 2013.

SUBJECT TO ITEM NO. 7

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A FEE AS TO PARCEL(S) A, AN EASEMENT AS TO PARCEL(S) B

The Land referred to herein is described as follows:

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(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2014-2015, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2013-2014.  
First Installment: \$5,350.67, PAID  
Penalty: \$0.00  
Second Installment: \$5,350.67, OPEN  
Penalty: \$0.00  
Tax Rate Area: 08-124  
A. P. No.: 372-642-08
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. An easement for either or both underground lines, conduits including above-ground appurtenant fixtures and incidental purposes, recorded August 21, 1972 in Book 10284, Page 624 of Official Records.  
In Favor of: Southern California Edison Company, a Corporation  
Affects: The Westerly 4 feet of the Southerly 40 feet of said land
5. The terms and provisions contained in the document entitled "Property Maintenance Covenant Agreement" recorded April 24, 1990 as Instrument No. 90-215984 of Official Records.
6. The following matters disclosed by an A.L.T.A./A.S.C.M Land Title Survey by Toal Engineering, Inc., signed by Olav S. Meum, LA 4384, dated January 3, 2008 and Revised January 24, 2008, Job No. 13609:
  - A. The fact that underground footings along the Northerly wall of the building located on the land may encroach onto land adjoining on the North due to the fact the building is flush with the North property line.
  - B. The fact that underground footings along the Easterly side of the 6 foot high masonry wall around the trash enclosure may encroach onto land adjoining on the East due to the fact said wall is flush with the East property line.
  - C. An unrecorded easement or lesser right for a utility pole numbered 4437972E located on the Northerly portion of the land, together with any overhead or underground lines appurtenant thereto.
  - D. An unrecorded easement or lesser right for underground gas lines as evidenced by a gas meter located on the land.
  - E. Any rights or claims in the use of a maximum of the Easterly 0.4 of the land by land adjoining on the East due to the placement of the block wall along the Easterly portion of the land.
  - F. The fact that there is work in progress on the area covered by the Parcel B easement as evidenced by the statements "Temporary Construction Fencing" and "Area Under Construction".
  - G. Any lack of the full use of the access easement due to the fact a portion is under construction.

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7. The effect of a deed executed by Robert Geffner, Sanford Geffner and Nola Mhlsten-Geffner, as co-trustees of the Max C. Geffner Trust dated 3/21/06, the Ruth Geffner Marital Trust and the Ruth Geffner Residuary Trust to Robert Geffner, Sanford Geffner and Nola Mhlsten-Geffner, as co-trustees of the Max C. Geffner Trust dated 3/21/06 as to a 50% interest; to Robert Geffner, Sanford Geffner and Nola Mhlsten-Geffner, as co-trustees of the Ruth Geffner Marital Trust established 12/31/85 as to a 44.5905% interest; and to Robert Geffner, Sanford Geffner and Nola Mhlsten-Geffner, as co-trustees of the Ruth Geffner Residuary Trust established 12/31/85 as to a 5.4095% interest, recorded February 27, 2008 as Instrument No. 2008000089637 of Official Records.

Said deed purports to be a correction deed to clarify the interest set out in prior deed recorded April 25, 2006 as Instrument No. 2006000277752 of Official Records. However, the correction deed was not signed by the grantor on the original deed.

8. A deed of trust to secure an original indebtedness of \$138,000.00 recorded March 7, 2008 as Instrument No. 08-108431 of Official Records.
- |              |   |
|--------------|---|
| Dated:       | October 17, 2001  |
| Trustor:     | Michael A. Taylor and Susan L. Taylor, husband and wife |
| Trustee:     | First American Title Company, a California corporation  |
| Beneficiary: | Harriett Cushing  |

Said Deed of Trust affects the interest of the above named Trustors only.

Notes:

- a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:
  - i. Original note and deed of trust.
  - ii. Payoff demand statement signed by all present beneficiaries.
  - iii. Request for reconveyance signed by all present beneficiaries.
- b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.
- c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company

According to the public records, the beneficial interest under the deed of trust was assigned to Gail E. Hart, Successor Trustee of the John Barry Cushing Decedent's Trust utd January 19, 1988 by assignment recorded January 7, 2010 as Instrument No. 10-6868 of Official Records.

9. The Terms, Provisions and Easement(s) contained in the document entitled "Grant of Easement" recorded March 7, 2008 as Instrument No. 2008000108432 of Official Records.
10. The Terms, Provisions and Easement(s) contained in the document entitled "Grant of Driveway Access Easement" recorded March 7, 2008 as Instrument No. 2008000108434 of Official Records.
11. An unrecorded lease dated September 17, 2008, executed by Weinberg and Associates, a California joint venture as lessor and Everfast, Inc. as lessee, as disclosed by a Memorandum of Lease recorded September 19, 2008 as Instrument No. 08-441851 of Official Records.

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Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

12. A Deed of Trust to secure an original indebtedness of \$200,000.00 recorded July 23, 2010 as Instrument No. 10-351980 of Official Records.  
Dated: June 22, 2010  
Trustor: Michael A. Taylor and Susan L. Taylor  
Trustee: First American Title Company, a California Corporation  
Beneficiary: Ronald D. Storer
- Said Deed of Trust affects the interest of the above named Trustors only.
- Notes:
- a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:
    - i. Original note and deed of trust.
    - ii. Payoff demand statement signed by all present beneficiaries.
    - iii. Request for reconveyance signed by all present beneficiaries.
  - b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.
  - c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company
13. A certified copy of a judgment or an abstract thereof, recorded JULY 16, 2012 as INSTRUMENT NO. 12-401638 of Official Records.  
Court: SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE  
Case No.: 30-2011-00469110  
Debtor: MICHAEL A. TAYLOR  
Creditor: BUCK-SHEPARD ASSOCIATES, INC.  
Amount: \$170,000.00, and any other amounts due thereunder
14. Lien for FINE AND /OR RESTITUTION PURSUANT TO ANTITERRORISM in favor of UNITED STATES OF AMERICA
- Against: MICHAEL TAYLOR  
Amount: \$356,750.00  
Recorded: SEPTEMBER 13, 2012 as INSTRUMENT NO. 12-537111 of Official Records.
15. Proceedings pending in the Bankruptcy Court of the Central District of the U.S. District Court, California, entitled in re: Taylor, Michael Alan, debtor, Case No. 13-13853, wherein a petition for relief was filed under Chapter 7 on April 30, 2013.
16. Any easements and/or servitudes affecting easement parcel(s) B herein described.



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17. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as Susan L. Taylor (3 Matters). The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.

18. Rights of parties in possession.

**Prior to the issuance of any policy of title insurance, the Company will require:**

19. With respect to the trust referred to in the vesting:
- a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
  - b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
  - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

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**INFORMATIONAL NOTES**

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) COMMERCIAL STRUCTURE known as 2393 NORTH TUSTIN STREET, ORANGE, CA.
2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded December 24, 2012 as INSTRUMENT NO. 12-799660 OF OFFICIAL RECORDS .

From: ELAINE J. WEINBERG, SUCCESSOR TRUSTEE OF THE WEINBERG FAMILY TRUST, DATED SEPTEMBER 23, 1976, AS TO HER UNDIVIDED 50% INTEREST  
To: PAUL J. WEINBERG AND WENDI BAILEY WEINBERG, AND SUCCESSORS, AS TRUSTEES OF THE PAUL AND BAILEY WEINBERG TRUST, DATED FEBRUARY 1, 2008, AS TO AN UNDIVIDED 20% INTEREST, DAVID S. WEINBERG, TRUSTEE OF THE DAVID S. WEINBERG TRUST, DATED OCTOBER 1, 2007, AS TO AN UNDIVIDED 20% INTEREST, WILLIAM M. WEINBERG, TRUSTEE OF THE WILLIAM WEINBERG TRUST DTD OCTOBER 1, 2007, AS TO AN UNDIVIDED 20% INTEREST, NANCY W. DAHAN AND VICTOR DAHAN, WIFE AND HUSBAND, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED 20% INTEREST AND ROBERT K. WEINBERG AN UNMARRIED, AS TO AN UNDIVIDED 20% INTEREST, ALL AS TENANTS IN COMMON

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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### LEGAL DESCRIPTION

Real property in the City of Orange, County of Orange, State of California, described as follows:

PARCEL A:

PARCEL 1, AS SHOWN ON A MAP FILED IN BOOK 39, PAGE 38 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS AS SET FORTH IN THAT CERTAIN DOCUMENT ENTITLED "GRANT OF DRIVEWAY ACCESS EASEMENT" RECORDED MARCH 7, 2008 AS INSTRUMENT NO. 2008000108434 OF OFFICIAL RECORDS, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THAT PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. LL 2007-04, RECORDED DECEMBER 21, 2007 AS INSTRUMENT NO. 2007000746621, OFFICIAL RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY NORTHWESTERLY CORNER OF SAID PARCEL "A"; THENCE SOUTH 09° 34' 37" EAST, 1.03 FEET TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING TEN (10) COURSES:

1. CONTINUING ALONG SAID LINE, SOUTH 09° 34' 37" EAST, 72.18 FEET;
2. SOUTH 00° 08' 36" EAST, 1.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 32.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 48° 44' 01" EAST;
3. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48° 20' 15" AN ARC LENGTH OF 27.00 FEET;
4. NORTH 89° 36' 14" EAST, 57.93 FEET;
5. SOUTH 89° 30' 29" EAST, 55.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 317.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 14° 46' 38" EAST;
6. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 39' 52" AN ARC LENGTH OF 86.67 FEET;
7. NORTH 89° 06' 45" EAST, 25.06 FEET;
8. NORTH 00° 23' 46" WEST, 29.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 35° 16' 52" EAST;
9. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54° 43' 08" AN ARC LENGTH OF 4.78 FEET;
10. THENCE NORTH 00° 02' 18" WEST, 41.48 FEET TO THE NORTH LINE OF SAID PARCEL "A";

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THENCE ALONG SAID LINE SOUTH 89° 23' 21" WEST, 30.52 FEET; THENCE LEAVING SAID LINE THE FOLLOWING EIGHT (8) COURSES:

1. SOUTH 00° 10' 51" EAST, 41.57 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 5.00 FEET;
2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93° 10' 32" AN ARC LENGTH OF 8.13 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 75.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 02° 59' 41" EAST;
3. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 25' 12" AN ARC LENGTH OF 26.73 FEET;
4. NORTH 66° 35' 07" WEST, 52.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 75.00 FEET;
5. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 48' 39" AN ARC LENGTH OF 31.17 FEET;
6. SOUTH 89° 36' 14" WEST, 94.02 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5.00 FEET;
7. THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 47' 07" AN ARC LENGTH OF 7.84 FEET;
8. THENCE NORTH 00° 36' 39" WEST, 7.01 FEET TO THE NORTH LINE OF SAID PARCEL "A";

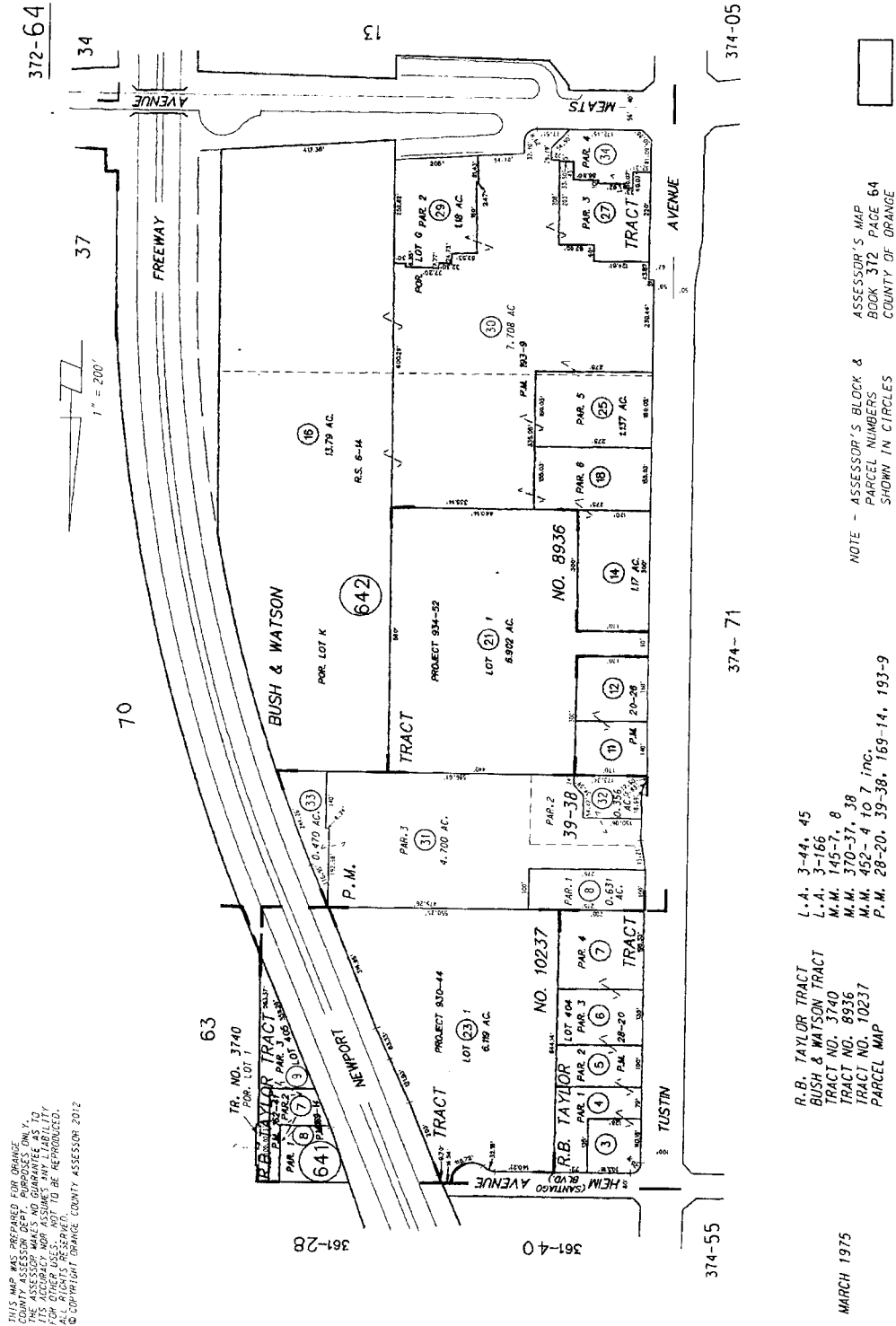
THENCE ALONG SAID NORTH LINE SOUTH 89° 23' 21" WEST, 28.04 FEET;  
THENCE LEAVING SAID LINE THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 00° 36' 39" EAST, 6.87 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 5.00 FEET;
2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 12' 53" AN ARC LENGTH OF 7.87 FEET;
3. SOUTH 89° 36' 14" WEST, 1.78 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 32.00 FEET;
4. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48° 23' 10" AN ARC LENGTH OF 27.02 FEET TO THE TRUE POINT OF BEGINNING.

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***NOTICE***

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

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### **INCOMING DOMESTIC WIRE INSTRUCTIONS**

PAYABLE TO: First American Title Company  
BANK: First American Trust, FSB  
ADDRESS: 5 First American Way, Santa Ana, CA 92707  
ACCOUNT NO: 3005450000  
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

PROPERTY: 2393 North Tustin Street, Orange, CA  
FILE NUMBER: OSA-4563899 (RCB)  
ATTENTION: Robert Benavente

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **First American Title Company. FUNDS MUST BE WIRED FROM A BANK WITHIN THE UNITED STATES.** PLEASE NOTIFY **Robert Benavente** AT **(714)250-4721** OR **rbenavente@firstam.com** WHEN YOU HAVE TRANSMITTED YOUR WIRE.

IF YOUR FUNDS ARE BEING WIRED FROM A NON-U.S. BANK, ADDITIONAL CHARGES MAY APPLY. PLEASE CONTACT YOUR ESCROW OFFICER/CLOSER FOR INTERNATIONAL WIRING INSTRUCTIONS.

PLEASE NOTE THAT AN ACH TRANSFER IS NOT THE SAME AS A WIRE, REQUIRES ADDITIONAL TIME FOR CLEARANCE AND MAY DELAY CLOSING.

**FIRST AMERICAN TRUST CONTACT INFO:** Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER  
AND/OR PROPERTY REFERENCE ARE NOT INCLUDED**

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**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**  
**EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - (a) building;
  - (b) zoning;
  - (c) land use;
  - (d) improvements on the Land;
  - (e) land division; and
  - (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - (c) that result in no loss to You; or
  - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - (b) in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**  
**EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - (a) and use
  - (b) improvements on the land
  - (c) and division
  - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:



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- (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
  - 3. Title Risks:
    - (a) that are created, allowed, or agreed to by you
    - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
    - (c) that result in no loss to you
    - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
  - 4. Failure to pay value for your title.
  - 5. Lack of a right:
    - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
    - (b) in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**2006 ALTA LOAN POLICY (06-17-06)**  
**EXCLUSIONS FROM COVERAGE**

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

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

**EXCEPTIONS FROM COVERAGE**

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

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an

Order Number: **OSA-4563899**

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- inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
  4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
  5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
  6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

**EXCEPTIONS FROM COVERAGE**

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

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**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)**  
**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Order Number: **OSA-4563899**

Page Number: 17



*First American Title*

#### **Privacy Information**

##### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

##### **Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

##### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

##### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

##### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

##### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

##### **Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

##### **Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

##### **Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. [FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

##### **Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Form 50-PRIVACY (8/1/09)

Page 1 of 1

Privacy Information (2001-2010 First American Financial Corporation)

## ASSET PURCHASE AGREEMENT

### EXHIBIT B

**RECORDING REQUESTED BY**  
First American Title Company

**AND WHEN RECORDED MAIL DOCUMENT TO:**  
Weinberg Family Investments I  
2393 North Tustin Street  
Orange, CA

Space Above This Line for Recorder's Use Only

A.P.N.: 372-642-08

File No.: OSA-4563899 (RCB)

## GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$\_\_\_\_; CITY TRANSFER TAX \$\_\_\_\_;  
[ ☒ ] computed on the consideration or full value of property conveyed, OR  
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,  
[ ] unincorporated area; [ ☒ ] City of **Orange**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **John M. Wolfe, the Chapter 7 Trustee for the Bankruptcy Estate of Chapter 7 Debtor Michael Alan Taylor in Chapter 7 Case No. 8:13-bk-13853-MW, as to their undivided 20% interest**

hereby GRANTS to **Weinberg Family Investments I, a General Partnership**

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

### PARCEL A:

**PARCEL 1, AS SHOWN ON A MAP FILED IN BOOK 39, PAGE 38 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.**

### PARCEL B:

**A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS AS SET FORTH IN THAT CERTAIN DOCUMENT ENTITLED "GRANT OF DRIVEWAY ACCESS EASEMENT" RECORDED MARCH 7, 2008 AS INSTRUMENT NO. 2008000108434 OF OFFICIAL RECORDS, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:**

**IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THAT PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. LL 2007-04, RECORDED DECEMBER 21, 2007 AS INSTRUMENT NO. 2007000746621, OFFICIAL RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE MOST WESTERLY NORTHWESTERLY CORNER OF SAID PARCEL "A"; THENCE SOUTH 09° 34' 37" EAST, 1.03 FEET TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING TEN (10) COURSES:**

**1. CONTINUING ALONG SAID LINE, SOUTH 09° 34' 37' EAST, 72.18 FEET;**

**2. SOUTH 00° 08' 36" EAST, 1.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 32.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 48° 44' 01" EAST;**

Grant Deed - continued

Date: 02/12/2014

**3. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48° 20' 15" AN ARC LENGTH OF 27.00 FEET;**

**4. NORTH 89° 36' 14" EAST, 57.93 FEET;**

**5. SOUTH 89° 30' 29" EAST, 55.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 317.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 14° 46' 38" EAST;**

**6. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 39' 52" AN ARC LENGTH OF 86.67 FEET;**

**7. NORTH 89° 06' 45" EAST, 25.06 FEET;**

**8. NORTH 00° 23' 46" WEST, 29.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 35° 16' 52" EAST;**

**9. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54° 43' 08" AN ARC LENGTH OF 4.78 FEET;**

**10. THENCE NORTH 00° 02' 18" WEST, 41.48 FEET TO THE NORTH LINE OF SAID PARCEL "A";**

**THENCE ALONG SAID LINE SOUTH 89° 23' 21" WEST, 30.52 FEET; THENCE LEAVING SAID LINE THE FOLLOWING EIGHT (8) COURSES:**

**1. SOUTH 00° 10' 51" EAST, 41.57 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 5.00 FEET;**

**2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93° 10' 32" AN ARC LENGTH OF 8.13 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 75.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 02° 59' 41" EAST;**

**3. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 25' 12" AN ARC LENGTH OF 26.73 FEET;**

**4. NORTH 66° 35' 07" WEST, 52.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 75.00 FEET;**

**5. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 48' 39" AN ARC LENGTH OF 31.17 FEET;**

**6. SOUTH 89° 36' 14" WEST, 94.02 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5.00 FEET;**

**7. THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 47' 07" AN ARC LENGTH OF 7.84 FEET;**

**8. THENCE NORTH 00° 36' 39" WEST, 7.01 FEET TO THE NORTH LINE OF SAID PARCEL "A";**

**THENCE ALONG SAID NORTH LINE SOUTH 89° 23' 21" WEST, 28.04 FEET;  
THENCE LEAVING SAID LINE THE FOLLOWING FOUR (4) COURSES:**

Grant Deed - continued

Date: **02/12/2014**

- 1. SOUTH 00° 36' 39" EAST, 6.87 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 5.00 FEET;**
- 2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 12' 53" AN ARC LENGTH OF 7.87 FEET;**
- 3. SOUTH 89° 36' 14" WEST, 1.78 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 32.00 FEET;**
- 4. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48° 23' 10" AN ARC LENGTH OF 27.02 FEET TO THE TRUE POINT OF BEGINNING.**



Grant Deed - continued

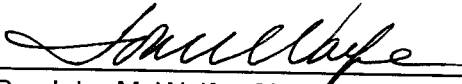
Date: **02/12/2014**

A.P.N.: 372-642-08

File No.: OSA-4563899 (RCB)

Dated: **02/12/2014**

John M. Wolfe, the Chapter 7 Trustee for  
the Bankruptcy Estate of Chapter 7 Debtor  
Michael Alan Taylor in Chapter 7 Case No.  
8:13-bk-13853-MW



By: John M. Wolfe, Chapter 7 Trustee

STATE OF California )SS  
COUNTY OF Orange )

On April 1, 2014, before me, Jennifer Gregory, Notary  
Public, personally appeared John M. Wolfe

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

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

WITNESS my hand and official seal.

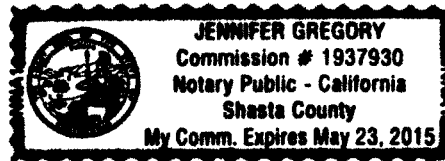
Signature



My Commission Expires: May 23, 2015

Notary Name: Jennifer Gregory

Notary Registration Number: 1937930



*This area for official notarial seal*

Notary Phone: 530-244-3287  
County of Principal Place of Business: Shasta County

## ASSET PURCHASE AGREEMENT

EXHIBIT C

**LIEN CLAIMANT'S INSTRUCTIONS TO ESCROW**

TO: Robert Benavente, Escrow Officer

First American Title Company

4 First American Way

Santa Ana, CA 92707 (714) 250-4721

RE: Your Escrow No. OSA-4563899 (RCB)

Judgment Lien of \$170,000.00 in favor of Buck-Shepard Associates, Inc./Abstract of Judgment Recorded July 16<sup>th</sup>, 2012 as Instrument No. 2012000401638

Preliminary Recitals

1.

Buck Shepard Associates, Inc (hereinafter sometimes referred to as "Claimant") is the judgment creditor under the Abstract of Judgment recorded in the official records of Orange County on July 16<sup>th</sup>, 2012, as Instrument No. 2012000401638. In response to your Request for Partial Payoff Demand/Partial Release of Abstract of Judgment, Claimant hereby authorizes and instructs you as follows:

Deposit Clause

2.

Claimant hereby deposits with you

(a)

This written statement and demand in the amount of Twenty-Five Thousand Dollars (\$25,000.00) setting forth the amount required to permit you to release any and all lien, foreclosure, or other levy or garnishment of judgment rights that it may have in the interest owned by Michael and/or Susan Taylor and/or their successors or assigns, as to the real property located at 2393 North Tustin Street, Orange, CA, and more particularly described in Exhibit "A" attached hereto, regarding that judgment in Orange County Superior Court Action No. 30-2011-00469110.

(b)

An acknowledgment of partial satisfaction of judgment, Exhibit "B" hereto, signed by Claimant and properly notarized, acknowledging partial satisfaction of the above-described judgment in the amount of \$25,000.00 and releasing the lien resulting from the above-described Abstract of Judgment as to the real property interest described herein only.

Conditions Precedent to Recording of Instrument Discharging or Releasing Lien

3.

You are authorized to file and record the acknowledgment of partial satisfaction of judgment deposited by Claimant when, and only when:

1. You hold for the account of Claimant in available funds, and are authorized and prepared to disburse to Claimant, the sum of \$25,000.00: and

2. All of the conditions precedent to closing your Escrow # OSA-4563899 (RCB) are met, including the approval by the Bankruptcy Court of the Asset Purchase Agreement dated February , 2014 and Escrow # OSA-45638899(RBC) is closing.

Disbursements

4.

As soon as you have filed and recorded the acknowledgment of partial satisfaction of judgment deposited by Claimant, you shall disburse to Claimant, without making any deduction therefrom, the sum of \$25,000.00. This disbursement made to Claimant shall be made in the form of your check drawn on a general escrow account and shall be made by transmitting the check via Federal Express, signature required, to Claimant by and through its attorney, Christine Brunner, Esquire, at 1999 S. Coast Highway, Suite 4, Laguna Beach, CA 92651.

Nonresponsibility for Escrow Fees and Charges

5.

Claimant shall have no responsibility or liability for any of your escrow fees or charges or for any fees, charges, costs, or expenses incurred by you or any other party to the above-referenced escrow in complying with Claimant's instructions or demand, securing the discharge or release of the above-described lien, or otherwise processing or closing the above-referenced escrow.

Request for Acknowledgment of Acceptance

6.

Please acknowledge your receipt and acceptance of these instructions and the items deposited with them, and your agreement to hold and dispose of any instruments, documents, or items that Claimant deposits with you in accordance with the terms and conditions of these instructions, by signing the acknowledgment and acceptance set forth below on the enclosed copies and returning one signed copy to Claimant.

Dated:

2/25/2014

CLAIMANT, Buck Shepard Associates, Inc.

  
by Laura Beth Buck, its President

Acknowledgment and Acceptance by Escrow Holder

First American Title Company acknowledges receipt of the foregoing instructions and the items listed in Paragraph 2 of those instructions.

First American Title Company agrees that any instruments, documents, or other items deposited by Buck-Shepard Associates, Inc. shall be held and disposed of in accordance with the terms and conditions of the foregoing instructions submitted by Buck-Shepard Associates, Inc, Claimant.

First American Title Company, ESCROW HOLDER

by Robert Benavente, Escrow Officer

Dated: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION

**PARCEL A:**

**PARCEL 1, AS SHOWN ON A MAP FILED IN BOOK 39, PAGE 38 OF  
PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF  
ORANGE COUNTY, CALIFORNIA.**

**PARCEL B:**

**A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN  
ACCESS, INGRESS AND EGRESS AS SET FORTH IN THAT CERTAIN  
DOCUMENT ENTITLED "GRANT OF DRIVEWAY ACCESS  
EASEMENT" RECORDED MARCH 7, 2008 AS INSTRUMENT NO.  
2008000108434 OF OFFICIAL RECORDS, OVER AND ACROSS THE  
FOLLOWING DESCRIBED PROPERTY:**

**IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF  
CALIFORNIA, BEING THAT PORTION OF PARCEL "A" OF LOT LINE  
ADJUSTMENT NO. LL 2007-04, RECORDED DECEMBER 21, 2007 AS  
INSTRUMENT NO. 2007000746621, OFFICIAL RECORDS OF SAID  
COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE MOST WESTERLY NORTHWESTERLY CORNER  
OF SAID PARCEL "A"; THENCE SOUTH 09° 34' 37" EAST, 1.03 FEET TO  
THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING TEN  
(10) COURSES:**

- 1. CONTINUING ALONG SAID LINE, SOUTH 09° 34' 37" EAST, 72.18  
FEET;**
- 2. SOUTH 00° 08' 36" EAST, 1.22 FEET TO THE BEGINNING OF A NON-  
TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS  
OF 32.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE  
BEARS SOUTH 48° 44' 01" EAST;**
- 3. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL  
ANGLE OF 48° 20' 15" AN ARC LENGTH OF 27.00 FEET;**
- 4. NORTH 89° 36' 14" EAST, 57.93 FEET;**
- 5. SOUTH 89° 30' 29" EAST, 55.99 FEET TO THE BEGINNING OF A NON-  
TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF  
317.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE  
BEARS NORTH 14° 46' 38" EAST;**
- 6. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE  
OF 15° 39' 52" AN ARC LENGTH OF 86.67 FEET;**
- 7. NORTH 89° 06' 45" EAST, 25.06 FEET;**

8. NORTH  $00^{\circ} 23' 46''$  WEST, 29.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH  $35^{\circ} 16' 52''$  EAST;

9. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $54^{\circ} 43' 08''$  AN ARC LENGTH OF 4.78 FEET;

10. THENCE NORTH  $00^{\circ} 02' 18''$  WEST, 41.48 FEET TO THE NORTH LINE OF SAID PARCEL "A";

THENCE ALONG SAID LINE SOUTH  $89^{\circ} 23' 21''$  WEST, 30.52 FEET;  
THENCE LEAVING SAID LINE THE FOLLOWING EIGHT (8) COURSES:

1. SOUTH  $00^{\circ} 10' 51''$  EAST, 41.57 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 5.00 FEET;

2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $93^{\circ} 10' 32''$  AN ARC LENGTH OF 8.13 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 75.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH  $02^{\circ} 59' 41''$  EAST;

3. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $20^{\circ} 25' 12''$  AN ARC LENGTH OF 26.73 FEET;

4. NORTH  $66^{\circ} 35' 07''$  WEST, 52.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 75.00 FEET;

5. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $23^{\circ} 48' 39''$  AN ARC LENGTH OF 31.17 FEET;

6. SOUTH  $89^{\circ} 36' 14''$  WEST, 94.02 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5.00 FEET;

7. THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $89^{\circ} 47' 07''$  AN ARC LENGTH OF 7.84 FEET;

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THENCE ALONG SAID NORTH LINE SOUTH  $89^{\circ} 23' 21''$  WEST, 28.04 FEET;  
THENCE LEAVING SAID LINE THE FOLLOWING FOUR (4) COURSES:

1. SOUTH  $00^{\circ} 36' 39''$  EAST, 6.87 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 5.00 FEET;

2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $90^{\circ} 12' 53''$  AN ARC LENGTH OF 7.87 FEET;

**3. SOUTH 89° 36' 14" WEST, 1.78 FEET TO THE BEGINNING OF A  
CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 32.00  
FEET;**

**4. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL  
ANGLE OF 48° 23' 10" AN ARC LENGTH OF 27.02 FEET TO THE TRUE  
POINT OF BEGINNING.**

A.P.N.: 372-642-08

**ALL-PURPOSE ACKNOWLEDGMENT**

Title of Document: \_\_\_\_\_

Date of Document: \_\_\_\_\_

\_\_\_\_\_  
State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

FOR NOTARY STAMP



Recording Requested by and when

Recorded mail to:

First American Title  
4 First American Way  
Santa Ana, CA 92707  
Attn: Robert Benavente  
Order# OSA-4563899(22)

PARTIAL RELEASE OF ABSTRACT OF JUDGMENT

PLEASE TAKE NOTICE that the Abstract of Judgment recorded herein on July 16, 2012 as recorder's instrument number **2012000401638** in the office of the County Recorder of Orange County in the principal sum of \$170,000 pursuant to a judgment entered June 29, 2012 is hereby PARTIALLY RELEASED with the full consent of the Judgment Creditor Buck-Shepard Associates, Inc. as to the real property commonly known as 2393 N. Tustin Ave, Orange, California and legally described as follows:

See Exhibit A  
APN: 372-642-08

The Judgment Creditor, Buck-Shepard Associates, Inc. hereby releases from any and all effects of said Abstract of Judgment, the aforescribed improved real property ONLY, and no other property.

Dated: , 2014

---

Laura Beth Buck  
President, Buck-Shepard Associates, Inc.

**Exhibit A – Legal Description**

**PARCEL A:**

**PARCEL 1, AS SHOWN ON A MAP FILED IN BOOK 39, PAGE 38 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.**

**PARCEL B:**

**A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS AS SET FORTH IN THAT CERTAIN DOCUMENT ENTITLED "GRANT OF DRIVEWAY ACCESS EASEMENT" RECORDED MARCH 7, 2008 AS INSTRUMENT NO. 2008000108434 OF OFFICIAL RECORDS, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:**

**IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THAT PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. LL 2007-04, RECORDED DECEMBER 21, 2007 AS INSTRUMENT NO. 2007000746621, OFFICIAL RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE MOST WESTERLY NORTHWESTERLY CORNER OF SAID PARCEL "A"; THENCE SOUTH 09° 34' 37" EAST, 1.03 FEET TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING TEN (10) COURSES:**

- 1. CONTINUING ALONG SAID LINE, SOUTH 09° 34' 37" EAST, 72.18 FEET;**
- 2. SOUTH 00° 08' 36" EAST, 1.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 32.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 48° 44' 01" EAST;**
- 3. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48° 20' 15" AN ARC LENGTH OF 27.00 FEET;**
- 4. NORTH 89° 36' 14" EAST, 57.93 FEET;**
- 5. SOUTH 89° 30' 29" EAST, 55.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 317.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 14° 46' 38" EAST;**
- 6. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 39' 52" AN ARC LENGTH OF 86.67 FEET;**
- 7. NORTH 89° 06' 45" EAST, 25.06 FEET;**
- 8. NORTH 00° 23' 46" WEST, 29.86 FEET TO THE BEGINNING OF**

**A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING  
A RADIUS OF 5.00 FEET, A RADIAL LINE FROM SAID  
BEGINNING OF CURVE BEARS NORTH 35° 16' 52" EAST;**

**9. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL  
ANGLE OF 54° 43' 08" AN ARC LENGTH OF 4.78 FEET;**

**10. THENCE NORTH 00° 02' 18" WEST, 41.48 FEET TO THE  
NORTH LINE OF SAID PARCEL "A";**

**THENCE ALONG SAID LINE SOUTH 89° 23' 21" WEST, 30.52  
FEET; THENCE LEAVING SAID LINE THE FOLLOWING EIGHT (8)  
COURSES:**

**1. SOUTH 00° 10' 51" EAST, 41.57 FEET TO THE BEGINNING OF  
A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF  
5.00 FEET;**

**2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL  
ANGLE OF 93° 10' 32" AN ARC LENGTH OF 8.13 FEET TO THE  
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HAVING A RADIUS OF 75.00 FEET, A RADIAL LINE FROM SAID  
BEGINNING OF CURVE BEARS NORTH 02° 59' 41" EAST;**

**3. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE  
OF 20° 25' 12" AN ARC LENGTH OF 26.73 FEET;**

**4. NORTH 66° 35' 07" WEST, 52.70 FEET TO THE BEGINNING OF  
A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 75.00  
FEET;**

**5. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE  
OF 23° 48' 39" AN ARC LENGTH OF 31.17 FEET;**

**6. SOUTH 89° 36' 14" WEST, 94.02 FEET TO THE BEGINNING OF  
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5.00 FEET;**

**7. THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A  
CENTRAL ANGLE OF 89° 47' 07" AN ARC LENGTH OF 7.84 FEET;**

**8. THENCE NORTH 00° 36' 39" WEST, 7.01 FEET TO THE NORTH  
LINE OF SAID PARCEL "A";**

**THENCE ALONG SAID NORTH LINE SOUTH 89° 23' 21" WEST,  
28.04 FEET;**

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COURSES:**

**1. SOUTH 00° 36' 39" EAST, 6.87 FEET TO THE BEGINNING OF A  
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**4. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL  
ANGLE OF 48° 23' 10" AN ARC LENGTH OF 27.02 FEET TO THE  
TRUE POINT OF BEGINNING.**

APN: 372-642-08  
2393 N. Tustin Ave, Orange, California

EJ-100

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
After recording return to:  
Christine Brunner 115477  
Christine Brunner  
Attorney at Law  
P.O. Box 448  
Laguna Beach, CA 92652  
TELEPHONE NO.: 949/376-7500  
FAX NO. (Optional): 949/376-5777  
E-MAIL ADDRESS (Optional):  
ATTORNEY FOR (Name): BUCK-SHEPARD ASSOCIATES, INC  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange  
STREET ADDRESS: 700 Civic Center Drive West  
MAILING ADDRESS:  
CITY AND ZIP CODE: Santa Ana, CA 92701  
BRANCH NAME: Central Judicial District

FOR RECORDER'S OR SECRETARY OF STATE'S USE ONLY

PLAINTIFF: BUCK-SHEPARD ASSOCIATES, INC.  
DEFENDANT: GTS RESEARCH, INC., etc., et al.  
CASE NUMBER:  
30-2011-00469110

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT  
☐ FULL ☒ PARTIAL ☐ MATURED INSTALLMENT  
FOR COURT USE ONLY

1. Satisfaction of the judgment is acknowledged as follows:

- a. ☐ Full satisfaction  
(1) ☐ Judgment is satisfied in full.  
(2) ☐ The judgment creditor has accepted payment or performance other than that specified in the judgment in full satisfaction of the judgment.  
b. ☒ Partial satisfaction  
The amount received in partial satisfaction of the judgment is \$ 25,000.00  
c. ☐ Maturated installment  
All maturated installments under the installment judgment have been satisfied as of (date):

2. Full name and address of judgment creditor:\* Buck-Shepard Associates, Inc., c/o Christine Brunner, Esq., P.O. Box 448, Laguna Beach, CA 92652

3. Full name and address of assignee of record, if any:

4. Full name and address of judgment debtor being fully or partially released:\* Michael Taylor, 16421 25th Street Sunset Beach, CA 90742

5. a. Judgment entered on (date): July 2, 2012

b. ☐ Renewal entered on (date):

6. ☒ An ☒ abstract of judgment ☐ certified copy of the judgment has been recorded as follows (complete all information for each county where recorded):

ORANGE COUNTY

DATE OF RECORDING  
July 16, 2012

INSTRUMENT NUMBER  
2012000401638

7. ☐ A notice of judgment lien has been filed in the office of the Secretary of State as file number (specify):

NOTICE TO JUDGMENT DEBTOR: If this is an acknowledgment of full satisfaction of judgment, it will have to be recorded in each county shown in item 6 above, if any, in order to release the judgment lien, and will have to be filed in the office of the Secretary of State to terminate any judgment lien on personal property.

Christine Brunner, Attorney for Judgement Creditor

Date:

(SIGNATURE OF JUDGMENT CREDITOR OR ASSIGNEE OF CREDITOR OR ATTORNEY\*)

Page 1 of 1

\*The names of the judgment creditor and judgment debtor must be stated as shown in any Abstract of Judgment which was recorded and is being released by this satisfaction. \*\* A separate notary acknowledgment must be attached for each signature.

Form Approved for Optional Use  
Judicial Council of California  
EJ-100 (Rev. January 1, 2005)

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT

Legal  
Solutions  
& Plus

Code of Civil Procedure, §§ 724.060,  
724.120, 724.250

## ASSET PURCHASE AGREEMENT

### EXHIBIT D



U. S. Department of Justice

*United States Attorney  
Central District of California*

Leticia Medina  
Financial Litigation Analyst  
(213) 894-5707

Financial Litigation Unit  
Suite 7516AA, Federal Building  
300 North Los Angeles Street  
Los Angeles, California 90012

March 6, 2014

First American Title  
4 First American Way  
Santa Ana, CA 92707  
Attention: Robert Behavente

Re: U.S. v. Michael Taylor  
Court No. SACR 09-60JVS  
CDCS No: 2012A17086

To whom it may concern:

Pursuant to your request, we have prepared and enclosed herewith, a Certificate of Partial Release of Lien. This document is to be held by you in trust and may only be used when you hold for the account of the United States of America, free of any and all conditions, a certified check made payable to the Clerk, United States District Court in the amount of \$10,000.00.

Please deliver the check to the United States Attorney's Office, Financial Litigation Unit, Suite 7516AA, Federal Building, 300 North Los Angeles Street, Los Angeles, CA 90012. For our identification purposes, please type the debtor's name and our CDCS No. 2012A17086 in the bottom left corner of the check.

If you are unable to transmit the amount demanded within 30 days of the date of this letter, the original Release of Lien must be returned to this office. If further time is required, you may contact either the undersigned at (213)894-5707 or Assistant U.S. Attorney Zoran J. Segina at 213-894-6606, for authorization.

Very truly yours,

André Birotte Jr.  
United States Attorney

A handwritten signature in black ink, appearing to read "Leticia Medina", is written over the typed name and title.

Leticia Medina  
Financial Litigation Analyst

WHEN RECORDED RETURN TO:

FIRST AMERICAN TITLE  
4 FIRST AMERICAN WAY  
SANTA ANA, CA 92707  
ATTENTION: ROBERT BEHAVENTE

**CERTIFICATE OF PARTIAL RELEASE OF LIEN  
PURSUANT TO ANTITERRORISM AND EFFECTIVE DEATH PENALTY  
ACT OF 1996**

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

I hereby certify that as to the following named debtor the requirements of Section 3613(c) of Title 18 of the United States Code have been satisfied with respect to the judgment enumerated below, together with all statutory additions; and that the lien for this judgment and statutory additions have thereby been and are hereby released. The proper officer in the office where the Notice of Lien or Judgment was filed is hereby authorized to make notation on the books to show the release of said lien, insofar as the lien relates to the following imposition, **and only property described on Exhibit "A" attached hereto.**

Name of Defendant: MICHAEL TAYLOR SSN: \*\*\*-\*\*-4243

Residence: 16421 25TH STREET, SUNSET BEACH, CA 90742

Court Imposing Judgment: **CENTRAL DISTRICT OF CALIFORNIA**

Court Number: SACR 09-60JVS

Amount of Judgment: \$358,850.00

Date of Recording Lien: September 13, 2012

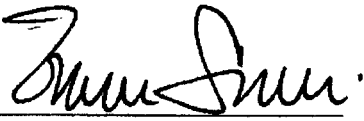
Place of Filing: Orange County

Filing Document No.: 2012000537111



WITNESS my hand at Los Angeles, California, on MARCH 6, 2014

ANDRÉ BIROTTE JR.  
United States Attorney

By:   
ZORAN J. SEGINA  
Assistant United States Attorney

Attorneys for United States of America

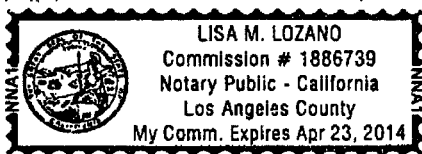
**ACKNOWLEDGMENT**

State of California)  
County of Los Angeles)

On MAR - 6 2014 before me, Lisa M. Lozano, a Notary Public, personally appeared, ZORAN J. SEGINA, Assistant United States Attorney, for the Central District of California, who proved to me on the basis of satisfactory evidence, to be the person whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

**I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.**

**WITNESS my hand and official seal.**



  
Notary Public

Lisa M. Lozano  
Commission # 1886739  
Notary Public- California  
Los Angeles County

My Comm. Expires April 23, 2014

Plaintiff does hereby release from the judgment lien described herein the following described real property only:

**ADDRESS: 2393 N. TUSTIN STREET, ORANGE, CA 92865-3714**

**SEE ATTACHED LEGAL DESCRIPTION**

**LEGAL DESCRIPTION**

Real property in the City of Orange, County of Orange, State of California, described as follows:

**PARCEL A:**

PARCEL 1, AS SHOWN ON A MAP FILED IN BOOK 39, PAGE 38 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

**PARCEL B:**

A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS AS SET FORTH IN THAT CERTAIN DOCUMENT ENTITLED "GRANT OF DRIVEWAY ACCESS EASEMENT" RECORDED MARCH 7, 2008 AS INSTRUMENT NO. 2008000108434 OF OFFICIAL RECORDS, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

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BEGINNING AT THE MOST WESTERLY NORTHWESTERLY CORNER OF SAID PARCEL "A"; THENCE SOUTH 09° 34' 37" EAST, 1.03 FEET TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING TEN (10) COURSES:

1. CONTINUING ALONG SAID LINE, SOUTH 09° 34' 37" EAST, 72.18 FEET;
2. SOUTH 00° 08' 36" EAST, 1.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 32.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 48° 44' 01" EAST;
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4. NORTH 89° 36' 14" EAST, 57.93 FEET;
5. SOUTH 89° 30' 29" EAST, 55.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 317.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 14° 46' 38" EAST;
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7. NORTH 89° 06' 45" EAST, 25.06 FEET;
8. NORTH 00° 23' 46" WEST, 29.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 35° 16' 52" EAST;
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THENCE ALONG SAID LINE SOUTH 89° 23' 21" WEST, 30.52 FEET; THENCE LEAVING SAID LINE THE FOLLOWING EIGHT (8) COURSES:

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2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93° 10' 32" AN ARC LENGTH OF 8.13 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 75.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 02° 59' 41" EAST;
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4. NORTH 66° 35' 07" WEST, 52.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 75.00 FEET;
5. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 48' 39" AN ARC LENGTH OF 31.17 FEET;
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APN: 372-642-08

## ASSET PURCHASE AGREEMENT

EXHIBIT E



*First American Title*

First American Title Company  
4 First American Way  
Santa Ana, CA 92707  
(714)250-4721  
Fax - (714)913-6358

## ESCROW INSTRUCTIONS

To: **First American Title Company, Escrow Holder**  
**Robert Benavente, Escrow Officer**

File No.: **OSA-4563899 (RCB)**

Date: **February 07, 2014**

Estimated Closing Date:

Purchase Price: **75,000.00**

Re: **2393 North Tustin Street (Michael A. Taylor and Susan L. Taylor 20% Interest), Orange, CA ("Property")**

**Weinberg Family Investments I, a General Partnership ("Buyer")**

**John M. Wolfe, the Chapter 7 Trustee for the Bankruptcy Estate of Chapter 7 Debtor Michael Alan Taylor in Chapter 7 Case No. 8:13-bk-13853-MW ("Seller")**

This escrow has been opened pursuant to that certain real estate purchase agreement entitled "**ASSET PURCHASE AGREEMENT**" ("Purchase Agreement") by and between the above Buyer and Seller (collectively the "Parties") on the Property described above and as further legally described in the Preliminary Report issued in connection with this escrow. The terms and conditions of the Purchase Agreement which constitute instructions to Escrow Holder are incorporated herein by reference.

**First American Title Company** will act as Escrow Holder for the Parties pursuant to the Purchase Agreement subject to the following term and conditions.

**General Provisions:** Escrow Holder's duties and responsibilities in this escrow are subject to the General Provisions. To the extent that the Purchase Agreement is inconsistent with the General Provisions, the terms of the General Provisions shall control as to Escrow Holder's rights, duties and responsibilities.

### **Clarification of Purchase Agreement Terms:**

**Sales Price:** The sales price of the Real Property is **\$75,000.00 (funds to be disbursed directly from the Buyer to the Chapter 7 Trustee)**

**Opening Date:** The opening of escrow date has been determined to be \_\_\_\_\_.

**Effective Date:** The effective date of this Agreement shall be 15 days after the entry of the Bankruptcy Court's Order approving the Sale Motion

**Close of Escrow:** The estimated settlement date is \_\_\_\_\_.

**Payment of Judgment Lien's:** No later than 15 days after the Effective Date", Buyer shall instruct Escrow Holder to disburse payments to satisfy the following:

- \$25,000.00 to Judgment Lienholder Buck-Shepard Associates, Inc., c/o Christine Brunner, Attorney at Law, P.O. Box 448, Laguna Beach, CA 92652, referenced as Instrument #2012-401638.
- \$10,000.00 to Judgment Lienholder United States of America, c/o Zoran Segina, AUSA, Financial Litigation Unit, 300 N. Los Angeles Street, Room 7516-AA, Los Angeles, CA 90012.

First American Title Company

File No.: **OSA-4563899 (RCB )**

**Title Approval:** Buyer acknowledges receipt of a copy of the Preliminary Report issued in connection with this escrow for the above-referenced property and containing the legal description of the property which is the subject of this escrow.

Buyer approves the contemplated policy form and acknowledges that the Policy of Title Insurance shall be subject to all exceptions shown on the Preliminary Report except:

1. Delinquent general and special taxes, assessments and/or bonds
2. Voluntary and/or involuntary liens created by Seller or prior owner not assumed by Buyer
3. Deed(s) of Trust not assumed by Buyer
4. The following items which are specifically disapproved by Buyer: \_\_\_\_\_  
Buyer initial(s): \_\_\_\_\_

**(Buyer: please list above the numbers of the specific exceptions on the preliminary report which are disapproved and initial.)**

**The policy shall be subject to the following Deeds of Trust:**

- **Deed of Trust listed as Instrument #2008-108431 in the amount of \$138,000.00; beneficiary- The John Barry Cushing Decedent's Trust utd January 19, 1988.**
- **Deed of Trust listed as Instrument #2010-351980 in the amount of \$200,000.00; beneficiary- Ronald D. Storer**

Buyer further acknowledges that First American Title Company has not examined the public records for any involuntary liens that may be of record against the undersigned Buyer(s).

Buyer understands that, should there be any involuntary liens recorded against the Buyer at the time Buyer acquires title, these involuntary liens will become liens on the title to the property.

**Estimated Settlement Statement:** Upon Close of Escrow, Escrow Holder is instructed to disburse in accordance with the executed "Estimated Settlement Statement" without further instruction from the parties hereto.

**Local Transfer Forms:** Buyer and Seller acknowledge that local ordinances may require the completion and submittal of certain certificates or applications, or physical modifications such as sewer laterals, in connection with the transfer of ownership of the subject property, referred to herein as "Local Transfer Obligations." Buyer and Seller further acknowledge and agree that the completion or submittal of these Local Transfer Obligations shall be handled outside of escrow and are not the responsibility of Escrow Holder. Specifically, Escrow Holder is not responsible for: 1) identifying or advising regarding any such requirements, 2) furnishing, completing or submitting forms, or 3) paying or disbursing any funds in connection therewith. Buyer and Seller authorize and instruct Escrow Holder to close this escrow without inquiry or concern regarding the status of any Local Transfer Obligations.

In the event Escrow Holder agrees to receive any forms for forwarding to other parties or governmental agencies, Escrow Holder will be performing such actions as an accommodation only, and shall have no responsibility for the sufficiency or completeness of the documents, nor any responsibility for follow up or correction of any deficiencies. If Escrow Holder has transmitted any type of filing fee on behalf of the parties by its check and the check remains un-negotiated and becomes stale-dated or is returned to Escrow Holder by the agency, the parties instruct Escrow Holder to void its check and disburse the funds to the Buyer. Any related forms that are returned to Escrow Holder shall also be forwarded to the Buyer.

**Satisfaction of Executory Terms:** Pursuant to the Purchase Agreement, the consummation of the escrow is subject to satisfaction of certain executory terms and provisions which are not the responsibility of Escrow Holder. The Parties shall be solely responsible for determining such satisfaction and the Buyer and Seller

**First American Title Company**

File No.: **OSA-4563899 (RCB )**

execution of the Estimated Closing Statement, deposit of Grant Deed and funds for closing with Escrow Holder shall be deemed that such executory terms have been fully satisfied or are otherwise waived (as to Escrow Holder's duties) and Escrow Holder's receipt of the above described documents shall constitute a direction to Escrow Holder to close the Escrow. This provision is for the benefit of Escrow Holder only and not to be deemed a waiver or release of contractual obligations between the principals hereto.

**Funds Held Fee:** In the event that funds remain in escrow for any reason more than 90 days after the close of escrow, or if escrow has not closed 90 days after the estimated closing date set forth in the existing escrow instructions to Escrow Holder ("Dormancy Period"), Escrow Holder will make reasonable efforts to notify the parties regarding same. If funds remain in escrow beyond the Dormancy Period, a monthly "funds held fee" of \$25.00 shall accrue for each month or fraction of a month thereafter that the funds, or any portion thereof, remain in escrow. Escrow Holder is instructed to deduct the monthly funds held fee directly from the funds held in escrow on a monthly or other periodic basis (i.e. quarterly, semi-annually, etc.). The parties agree to pay these sums to compensate Escrow Holder for administering, monitoring, accounting, reminders and other notifications and processing of the funds so held in accordance with this provision.

**Document/Funds Delivery:** After close of escrow, all documents, funds and statements are to be sent to the undersigned at the addresses provided to Escrow Holder.



First American Title Company

File No.: **OSA-4563899 (RCB )**

**SELLER:**

John M. Wolfe, the Chapter 7 Trustee for the  
Bankruptcy Estate of Chapter 7 Debtor  
Michael Alan Taylor in Chapter 7 Case No.  
8:13-bk-13853-MW

A handwritten signature in black ink, appearing to read "John M. Wolfe", is written over a horizontal line.

By: John M. Wolfe, Chapter 7 Trustee

FEB-27-14 12:48PM FROM-WEINBERG AND WEINBERG LAW OFFICE

+9494740024

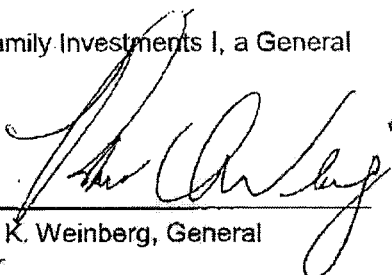
T-370 P.01/01 F-385

First American Title Company

File No.: OSA-4563899 (RCB )

**BUYER:**

Weinberg Family Investments I, a General  
Partnership

  
By: Robert K. Weinberg, General  
Partner

## 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:  
5450 TRABUCO ROAD, IRVINE, CA 92620

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*) **April 07, 2014**, 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:

- **Christine Brunner** cmb@cmb.occoxmail.com
- **Robert P Goe** kmurphy@goeforlaw.com, rgoe@goeforlaw.com;mforsythe@goeforlaw.com
- **Nancy S Goldenberg** nancy.goldenberg@usdoj.gov
- **Christina J O** christinao@mclaw.org, erica@mclaw.org
- **Thomas J Polis** tom@polis-law.com
- **Jeffrey B Smith** jsmith@cgsattys.com, vphillips@cgsattys.com
- **United States Trustee (SA)** ustpregion16.sa.ecf@usdoj.gov
- **Kristi M Wells** bknotice@rcolegal.com
- **John M Wolfe (TR)** john.wolfe@txitrustee.com, ecf.alert+jmwolfe@titlexi.com

☐ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) **April 07, 2014**, 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.

Honorable Mark S. Wallace  
United States Bankruptcy Court  
Ronald Reagan Federal Building and Courthouse  
411 West Fourth Street, Suite 6135 / Courtroom 6C  
Santa Ana, CA 92701-4593

☐ 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*) \_\_\_\_\_, 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.

☐ 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.

April 07, 2014

Jennifer Gregory

/s/ Jennifer Gregory

Date

Printed Name

Signature