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8 Attorneys for Thomas C. Hebrank,
 9 Permanent Receiver

10 UNITED STATES DISTRICT COURT
 11 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

12 SECURITIES AND EXCHANGE
 13 COMMISSION,

14 Plaintiff,

15 v.

16 CHARLES P. COPELAND,
 17 COPELAND WEALTH
 18 MANAGEMENT, A FINANCIAL
 19 ADVISORY CORPORATION,
 AND COPELAND WEALTH
 MANAGEMENT, A REAL
 ESTATE CORPORATION,

20 Defendants.

CASE NO. 11-cv-08607-R-DTB

**NOTICE OF MOTION AND
 MOTION FOR ORDER
 APPROVING SALE OF
 RICHLAND, WASHINGTON,
 PROPERTY FREE AND CLEAR
 OF LIENS**

Date: May 19, 2014

Time: 10:00 a.m.

Dept.: 8, 2nd Floor

Judge: Honorable Manuel L. Real

21 **TO ALL INTERESTED PARTIES:**

22 **PLEASE TAKE NOTICE** that on May 19, 2014, at 10:00 a.m., in
 23 Courtroom 8 of the above-entitled Court located at 312 North Spring
 24 Street, Los Angeles, California 90012, a hearing will be held on the
 25 motion of Thomas Hebrank (“Receiver”), the court-appointed permanent
 26 receiver for Copeland Wealth Management, a Financial Advisory
 27 Corporation, Copeland Wealth Management, a Real Estate Corporation
 28 (“CWM Realty”), and their subsidiaries and affiliates (“Receivership

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1 Entities”), for an Order Approving Sale of Richland, Washington,
2 Property Free And Clear Of Liens (“Motion”).

3 The Motion is based on the supporting Memorandum of Points and
4 Authorities and the Declarations of Thomas C. Hebrank and Dan
5 Houston filed concurrently herewith and the exhibits referred to therein.
6 The Motion and supporting papers are available on the Receiver's
7 website (www.ethreadvisors.com), may be viewed at the Clerk’s Office
8 of the above-entitled Court during normal business hours, or may be
9 obtained by contacting the Receiver’s counsel, Mulvaney Barry Beatty
10 Linn & Mayers at (619) 238-1010.

11 **Procedural Requirements:** If you oppose the Motion, you are
12 required to file your written opposition with the Office of the Clerk, United
13 States District Court, Central District of California, Western Division, 312
14 North Spring Street, Los Angeles, California 90012, and serve the same
15 on the undersigned, not later than twenty one (21) days prior to the
16 hearing.

17 IF YOU FAIL TO FILE AND SERVE A WRITTEN OPPOSITION by
18 the above date, the Court may grant the requested relief without further
19 notice.

20 **Requested Relief:** The relief requested is discussed in greater
21 detail in the Memorandum of Points and Authorities. To summarize, the
22 Receiver wants to sell a one-sixth (1/6th) interest in commercial property
23 held by Copeland Realty, Inc. (“CRI”) located in Richland, Washington.
24 CWM Realty previously did business as CRI. The purchasers of the
25 property are Danny and Kris Houston, who own the other five-sixths
26 (5/6th) interest, either individually or through a trust. The purchase price
27 is \$46,000.00, and the purchasers will pay another \$2,000.00 to reduce
28 the Receiver's expenses in bringing the Motion. The Receiver further

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requests that the sale be free and clear of all liens, claims and encumbrances, with such liens, claims and encumbrances, if any, attaching to the sale proceeds. The sale does not involve payment of a real estate broker or agent commission.

The Motion is made following the conference of counsel pursuant to Local Rule 7-3, which took place on March 20, 2014.

PLEASE TAKE FURTHER NOTICE that the proposed Order Approving the Motion for Order Approving Sale of Richland, Washington, Property Free and Clear of Liens, a true and correct copy of which is attached hereto as **“Exhibit A”** and by this reference made a part hereof, has been lodged with the Court.

WHEREFORE, the Receiver requests that the Court grant the relief requested herein and such other relief as may be appropriate under the circumstances.

DATED: April 14, 2014

MULVANEY BARRY BEATTY LINN & MAYERS LLP

By: /s/ John H. Stephens
John H. Stephens
Attorneys for Thomas C. Hebrank,
Permanent Receiver

Exhibit A

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

CHARLES P. COPELAND,
COPELAND WEALTH
MANAGEMENT, A FINANCIAL
ADVISORY CORPORATION,
AND COPELAND WEALTH
MANAGEMENT, A REAL
ESTATE CORPORATION,

Defendants.

CASE NO. 2:11-cv-08607-R-DTB

[PROPOSED]

**ORDER APPROVING MOTION
FOR ORDER APPROVING SALE
OF RICHLAND, WASHINGTON,
PROPERTY FREE AND CLEAR
OF LIENS**

Date: May 19, 2014

Time: 10:00 a.m.

Dept.: 8, 2nd Floor

Judge: Honorable Manuel L. Real

The Court, having considered the Motion For Order Approving Sale of Richland, Washington, Property Free and Clear of Liens and supporting documentation submitted by Mulvaney Barry Beatty Linn & Mayers, LLP, counsel for Thomas C. Hebrank, the court-appointed permanent receiver for Copeland Wealth Management, a Financial Advisory Corporation, Copeland Wealth Management, a Real Estate Corporation and their subsidiaries and affiliates, and any opposition thereto, and good cause appearing therefor,

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IT IS HEREBY ORDERED as follows:

The Motion for Order Approving Sale of Richland, Washington,
Property Free and Clear of Liens is approved.

IT IS SO ORDERED.

Dated: _____
Judge, United States District Court

Submitted by:

MULVANEY BARRY BEATTY LINN & MAYERS LLP

By: /s/ John H. Stephens
Attorneys for Thomas C. Hebrank,
Permanent Receiver

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 3 John H. Stephens (SBN 82971)
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8 Attorneys for Thomas C. Hebrank,
 9 Permanent Receiver

10 UNITED STATES DISTRICT COURT
 11 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

12 SECURITIES AND EXCHANGE
 13 COMMISSION,

14 Plaintiff,

15 v.

16 CHARLES P. COPELAND,
 17 COPELAND WEALTH
 18 MANAGEMENT, A FINANCIAL
 19 ADVISORY CORPORATION,
 AND COPELAND WEALTH
 ESTATE CORPORATION,

20 Defendants.

CASE NO. 11-cv-08607-R-DTB

**MEMORANDUM OF POINTS AND
 AUTHORITIES IN SUPPORT OF
 MOTION FOR ORDER
 APPROVING SALE OF
 RICHLAND, WASHINGTON,
 PROPERTY FREE AND CLEAR
 OF LIENS**

Date: May 19, 2014

Time: 10:00 a.m.

Dept.: 8, 2nd Floor

Judge: Honorable Manuel L. Real

21
 22 I.

23 **INTRODUCTION**

24 Thomas C. Hebrank, the court-appointed Permanent Receiver
 25 (“Receiver”) for Copeland Wealth Management, a Financial Advisory
 26 Corporation, Copeland Wealth Management, a Real Estate Corporation
 27 (“CWM Realty”), and their subsidiaries and affiliates (“Receivership
 28 Entities”) submits the following Memorandum of Points and Authorities in

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1 support of the Motion for Order Approving Sale of Richland, Washington,
2 Property Free and Clear of Liens (“Motion”). By this Motion, Receiver
3 seeks approval for the sale of a one-sixth (1/6th) interest in commercial
4 property located in Richland, Washington (the “Property”), to Dan
5 Houston and Kris Houston (“Houstons” or “Purchasers”). The Houstons
6 and the Three Houston Trust, of which Dan Houston is the successor
7 trustee, either own or have contracted to purchase the other five-sixths
8 (5/6th) interest.

9 II.

10 **PROCEDURAL BACKGROUND**

11 On October 18, 2011, the Securities and Exchange Commission
12 (“SEC”) filed its Complaint for Violations of The Federal Securities Law,
13 and its Proposed Judgment of Permanent Injunction and Other Relief as
14 to Defendants. [Dkt. Nos. 1 and 2.] On October 25, 2011, the Court
15 entered the Judgment of Permanent Injunction and Other Relief,
16 appointing Thomas C. Hebrank to be the permanent receiver for all
17 assets of the Receivership Entities, placing their assets into the
18 Receiver’s possession and control and granting him the full powers of an
19 equity receiver, including the power to make such agreements as may
20 be necessary and advisable in discharging his duties. (“10/25/11 Order”).
21 [Dkt. No. 3.]

22 III.

23 **STATEMENT OF FACTS**

24 The Receiver requests an Order approving the sale of a one-sixth
25 interest in the Property to the Houstons. The interest is held by Copeland
26 Realty, Inc. (“CRI”), the entity through which Charles Copeland formerly
27 did business as the predecessor to CWM Realty.

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1 The chain of title for the Property shows that CRI received its one-
2 sixth interest on January 12, 2004, from Julia Nelson. Declaration of
3 Dan Houston (“Houston Decl.”), ¶14 and Ex. J. She obtained her interest
4 in 1986 when she, as the personal representative of Frank Joseph
5 Miksch (deceased), granted to herself, Frank J. Miksch and John D.
6 Miksch, each an undivided one-sixth interest in the Property. Houston
7 Decl., ¶13 and Ex. I.

8 Mr. Miksch acquired title to the Property in October 1965 as the
9 grantee from the United States of America acting through the Housing
10 and Home Finance Administrator. Houston Decl., ¶10 and Ex. F. He
11 married but later re-acquired all title to the Property in March 1967 as
12 part of a settlement agreement entered between him and Jo Dee Miksch.
13 She quitclaimed all interest to him pursuant to a Decree of Divorce.
14 Houston Decl., ¶11 and Ex. G.

15 In 1969, Frank Joseph Miksch deeded a one-half interest in the
16 Property to Walter McKay. Houston Decl., ¶ 13 and Ex. H. Mr. Miksch
17 held title to the other one-half until he died. Thereafter, Julia Nelson,
18 Frank Miksch Jr. and John Miksch each received their one-sixth interests
19 and, as discussed above, Ms. Nelson transferred her one-sixth to CRI.

20 Title to the Property was subject to a leasehold estate held by Jack
21 and Lorraine Houston, pursuant to a commercial lease entered in 1960
22 by them and the United States of America through the Atomic Energy
23 Commission (the “Lease”). Houston Decl., ¶13 and Ex A. Jack and
24 Lorraine Houston are Purchaser Dan Houston’s grandparents.

25 Jack and Lorraine Houston assigned the Lease in February 1964
26 to Mack and Noreen Houston. They are Dan Houston’s parents.
27 Houston Decl., ¶15 and Ex. B. Pursuant to a clause in the Lease, it was
28 extended through November 2015, because the Houstons purchased the

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1 building on the Property. It was extended again through November 2059
2 pursuant to an option that was exercised. Houston Decl., ¶¶5-7 and Exs.
3 B and C. When Mack and Noreen Houston died, their interests in the
4 Lease and the improvements passed to Three Houston Trust. Dan
5 Houston is the successor trustee of the trust, which continues as the
6 lessee under the Lease. Houston Decl., ¶¶ 8-10 and Exs. D and E.

7 Having secured the Lease on the Property through the year 2059,
8 Dan and Kris Houston, and his parents' trust, began to purchase the
9 landlord's free-hold interests in the Property. In 2008, Three Houston
10 Trust purchased the one-sixth interest held by Frank J. Miksch for
11 \$42,500. Houston Decl., ¶16 and Ex. K. The Houstons then purchased
12 the one-sixth interest of John D. Miksch in July 2013 for \$55,000.
13 Houston Decl., ¶17 and Ex. L. Then, in March 2014, the Houstons
14 entered a contract to purchase the one-half interest of Walter McKay for
15 \$145,000 which equates to \$48,333 per one-sixth interest. Houston
16 Decl., ¶19 and Ex. O.

17 Consequently the 46,000 purchase price being offered by the
18 Houstons for CRI's one-sixth interest, together with the \$2,000 for the
19 Receiver's expenses is consistent with the average of \$48,500 paid, or
20 to be paid, for the other five-sixths interest.

21 The Receiver does not want to hold the fractional share in the
22 Property, and believes that marketing it will not likely lead to a sale at a
23 significantly higher amount, but will add to the receivership expenses.
24 Declaration of Thomas C. Herbrank ("Herbrank Decl."), ¶¶5-6. The
25 current proposed sale can be made without a broker or listing costs. In
26 order to reduce administrative expenses and delay, and because there is
27 no reason to believe that a higher or better offer will be received, the

28 //

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1 Receiver requests that the sale be approved without an overbid
2 procedure. Hebrank Decl. ¶6.

3 IV.

4 **TERMS OF SALE**

5 The sale to Purchasers is on an “as is” basis. Receiver on behalf of
6 CWM Realty and CRI makes no representations or warranties. Hebrank
7 Decl., ¶7 and Ex. 1 (Agreement). Title is to be free and clear of
8 encumbrances or defects except those approved or waived by
9 Purchasers. Receiver has no obligation to remove any disapproved title
10 items, but Purchasers may terminate the agreement if they disapprove
11 any title matters that the Receiver does not eliminate. Hebrank Decl., ¶7
12 and Ex.1. The other terms of sale are summarized as follows:

13 Court Approval: The agreement is contingent upon the Court’s
14 approval of Receiver’s sale on behalf of CRI and CWM Realty.

15 Purchase Price: \$46,000.00 with an additional \$2,000.00 paid by
16 Purchasers to reduce Receiver’s expenses of sale.

17 Closing Date: Within 15 days of Court approval.

18 Commissions: None.

19 V.

20 **ARGUMENT**

21 “The power of a district court to impose a receivership or grant
22 other forms of ancillary relief does not in the first instance depend on a
23 statutory grant of power from the securities laws. Rather, the authority
24 derives from the inherent power of a court of equity to fashion effective
25 relief.” *SEC v. Wencke*, 622 F.2d 1363, 1369 (9th Cir. 1980). The
26 “primary purpose of equity receiverships is to promote orderly and
27 efficient administration of the estate by the district court for the benefit of
28 creditors.” *S.E.C. v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). As the

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1 appointment of a receiver is authorized by the broad equitable powers of
2 the court, any distribution of assets must also be done equitably and
3 fairly. See *S.E.C. v. Elliot*, 953 F.2d 1560, 1569 (11th Cir. 1992).

4 District courts have the broad power of a court of equity to
5 determine the appropriate action in the administration and supervision of
6 an equity receivership. See *S.E.C. v. Capital Consultants, LLC*, 397 F.
7 3d 733, 738 (9th Cir. 2005). The *Capital Consultants* Court directed:

8 A district court’s power to supervise an equity receivership
9 and to determine the appropriate action to be taken in the
10 administration of the receivership is extremely broad. The
11 district court has broad powers and wide discretion to
12 determine the appropriate relief in an equity receivership. The
13 basis for this broad deference to the district court’s
supervisory role in equity receiverships arises out of the
fact that most receiverships involve multiple parties and
complex transactions. A district court’s decision concerning
the supervision of an equitable receivership is reviewed for
abuse of discretion.

14 *Id.* (citations omitted); see also, *Commodities Futures Trading Comm’n.*
15 *v. Topworth Int’l, Ltd.*, 205 F.3d 1107, 1115 (9th Cir. 1999) (“This court
16 affords ‘broad deference’ to the court’s supervisory role, and ‘we
17 generally uphold reasonable procedures instituted by the district court
18 that serve th[e] purpose’ of orderly and efficient administration of the
19 receivership for the benefit of creditors.”) Accordingly, the Court has
20 broad equitable powers and discretion in formulating procedures,
21 schedules, and guidelines for administration of the receivership estate
22 and disposition of receivership assets.

23 A court of equity having custody and control of property has the
24 power to order a sale of the property. See, e.g., *S.E.C. v. Elliot*, 953
25 F.2d at 1566. “The power of sale necessarily follows the power to take
26 possession and control of and to preserve property.” *S.E.C. v. American*
27 *Invest. Inc.*, 98 F.3d 1133, 1144 (9th Cir. 1996), *cert. denied* 520 U.S.
28 1185 (decision abrogated on other grounds) (internal citations omitted).

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1 A court of equity also has the power to order a receiver to sell
2 property free and clear of encumbrances. *Miner’s Bank of Wilkes-Barre*
3 *v. Acker*, 66 F.2d 850, 853 (2nd Cir. 1933), *see also*, 2 Ralph Ewing
4 Clark, Treatise on Law & Practice of Receivers § 500 (3rd ed. 1992).
5 When a court-appointed receiver is involved, the receiver as agent for
6 the court, should handle the sale of the receivership property. *Blakely*
7 *Airport Joint Venture II v. Federal Sav. and Loan Ins. Corp.*, 678 F.Supp.
8 154, 156 (N.D. Tex. 1988). “In authorizing the sale of property by
9 receivers, courts of equity are vested with broad discretion as to price
10 and terms.” *Gockstetter v. Williams*, 9 F.2d 354, 357 (9th Cir. 1925).

11 In this case, pursuant to the 10/25/11 Order, this Court granted
12 authorization for the Receiver to do the following:

13
14 (a) to have access to and collect and take custody, control,
15 possession and charge of all funds, assets, collateral,
16 premises (whether owned, leased, occupied, or otherwise
17 controlled), choses in action, books, records, papers, and
18 other real and personal property, wherever located, of or
19 managed by Defendants CWM and Copeland Realty and
20 their subsidiaries and affiliates, with full power to sue,
21 foreclose, marshal, collect, receive, and take into possession
22 all such property;

23 . . .

24 (j) to exercise all the lawful powers of Defendants CWM and
25 Copeland Realty and their subsidiaries and affiliates, and
26 their officers, directors, employees, representatives, or
27 persons who exercise similar powers and perform similar
28 duties.

(10/25/11 Order, page 5, lines 16-20; page 6, lines 7-10).

The Agreement proposed to be entered into between the Receiver
and Purchasers accomplishes a fair, equitable and orderly disposition of
Receivership property, and promotes the efficient administration of the

1 Receivership Estate. The amount to be received from the sale of the
2 one-sixth fractional share of the Property is consistent with the amounts
3 paid, or contracted to be paid, for the other one-sixth interests. Because
4 the Purchasers already own the other five-sixths of the Property, it is
5 more valuable to them than other purchasers who probably would want a
6 discounted price because they would lack control of it.

7
8 **VI.**
9 **CONCLUSION**

10 Based on the foregoing, Receiver asks that the Court approve the
11 sale of CRI's one-sixth interest in the Property to Dan and Kris Houston
12 free and clear of liens.

13
14 DATED: April 14, 2014

MULVANEY BARRY BEATTY LINN & MAYERS LLP
By: /s/ John H. Stephens
John H. Stephens
Attorneys for Thomas C. Hebrank,
Permanent Receiver

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7 Attorneys for Thomas C. Hebrank,
8 Permanent Receiver

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

12 SECURITIES AND EXCHANGE
13 COMMISSION,
14 Plaintiff,
15 v.
16 CHARLES P. COPELAND,
17 COPELAND WEALTH
18 MANAGEMENT, A FINANCIAL
19 ADVISORY CORPORATION,
20 AND COPELAND WEALTH
21 MANAGEMENT, A REAL
22 ESTATE CORPORATION,
23 Defendants.

CASE NO. 11-cv-08607-R-DTB

**DECLARATION OF DAN
HOUSTON IN SUPPORT OF
MOTION FOR ORDER
APPROVING SALE OF
RICHLAND, WASHINGTON,
PROPERTY FREE AND CLEAR
OF LIENS**

Date: May 19, 2014
Time: 10:00 a.m.
Dept.: 8, 2nd Floor
Judge: Honorable Manuel L. Real

21 I, Dan Houston, declare as follows:
22 1. I am the one of the proposed purchasers of the property in
23 Richland, Washington that is before this Court on the Motion for an
24 Order Approving Sale. I have personal knowledge of the facts stated
25 below, and if called as a witness to testify under oath, would do so in a
26 manner consistent with the statements.
27 2. The sale we are asking the Court to approve is pursuant to a
28 Real Estate Purchase and Sale Agreement (“Agreement”) for a one-sixth

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1 (1/6th) interest in real property specifically referred to as Lot 1, Block 635,
2 Plat of Richland, Recorded in Volumes 6 and 7 of Plats, records of
3 Benton County, Washington (the "Property"). My wife Kris and I, in
4 conjunction with the Three Houston Trust, of which I am a trustee, own
5 or have signed a contract to purchase the other five-sixths (5/6th)
6 interests.

7 3. The Property is commonly known as 924, George
8 Washington Way, Richland, Washington. Until October 1965, it was
9 owned by the United States of America.

10 4. On August 19, 1961, the General Electric Company, as agent
11 for the United States Atomic Energy Commission, entered into a long
12 term commercial facility lease for the property with my grandparents,
13 Jack and Lorraine Houston. A copy of the lease is attached hereto as
14 Exhibit A (the "Lease").

15 5. On February 25, 1964, Jack and Lorraine assigned the
16 Lease to my parents, Mack and Noreen Houston. A copy of the Lease
17 Assignment is attached as Exhibit B.

18 6. The initial term of the Lease was until July 14, 1964;
19 provided, however, if the lessee purchased the building on the Property
20 before expiration of the initial term, the term extended to 55 years,
21 ending on November 30, 2015. The lessee did purchase the building on
22 the Property and the lease term was extended to 55 years. A copy of
23 the Quit Claim Deed is attached hereto as Exhibit C.

24 7. The Lease also contains an additional 44 year renewal option
25 which has been exercised. Thus, the lease will not expire until November
26 30, 2059.

27 8. Upon the death of Mack Houston, my father, his interest in
28 the Lease and improvements on the Property was passed to Three

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1 Houston Trust. I am a successor trustee of that trust. A copy of the
2 Special Warranty Deed is attached hereto as Exhibit D.

3 9. Upon the death of Noreen Houston, my mother, her interest
4 in the Lease and improvements on the Property also was passed to
5 Three Houston Trust. A copy of the Personal Representative's Deed is
6 attached hereto as Exhibit E.

7 10. Three Houston Trust continues as the lessee under the
8 Lease.

9 11. In October 1965, the freehold interest in the Property was
10 purchased from the United States by Frank J. Miksch subject to the
11 Lease. A copy of the Special Warranty Deed is attached hereto as
12 Exhibit F.

13 12. In February 1968, Jo Dee Miksch deeded her interest in the
14 Property to Frank J. Miksch. A copy of the Quit Claim Deed is attached
15 hereto as Exhibit G. I am informed and believe that this transfer was to
16 clear her community interest from the Property as part of a divorce
17 settlement.

18 13. In February 1969, Frank J. Miksch deeded a one-half interest
19 in the property to Walter F. McKay. A copy of the Quit Claim Deed is
20 attached hereto as Exhibit H.

21 14. In 1986, Julia R. Nelson, acting as the personal
22 representative of the Estate of Frank J. Miksch, deeded the other three
23 one-sixth interests in the property to herself, Frank J. Miksch and John
24 D. Miksch. A copy of the Quit Claim Deed is attached hereto as Exhibit I.

25 15. In January 2004, Julia R. Nelson deeded her one-sixth
26 interest in the Property to Copeland Realty, Inc. I am informed and
27 believe that Copeland Realty, Inc., is a company or d/b/a purportedly
28 owned by Charles Copeland and through which he conducted business.
A copy of the Statutory Warranty Deed is attached hereto as Exhibit J.

MULVANEY BARRY BEATTY LINN & MAYERS
A LIMITED LIABILITY PARTNERSHIP
SEVENTEENTH FLOOR
401 WEST A STREET
SAN DIEGO, CALIFORNIA 92101-7944
TELEPHONE 619 238-1010
FACSIMILE 619 238-1981

1 The one-sixth interest owned by Copeland Realty, Inc, is the part of the
2 Property that my wife and I have agreed to purchase if the Court
3 approves the sale.

4 16. On August 22, 2008, Three Houston Trust purchased the
5 one-sixth interest belonging to Frank J. Miksch from the Estate of Frank
6 Miksch for \$42,500. A copy of the Statutory Warranty Deed is attached
7 hereto as Exhibit K.

8 17. On July 19, 2013, my wife and I purchased the one-sixth
9 interest of John D. Miksch for \$55,000.00. A copy of the Statutory
10 Warranty Deed is attached hereto as Exhibit L. I believe that we
11 overpaid for the interest slightly, but it was the best deal I could negotiate
12 at the time from someone who had little interest in selling and who
13 substantially overvalued their interest in the Property.

14 18. In June 1997, the one-half interest of Walter McKay in the
15 Property was passed to Faris Ann Phillips. A copy of the Quit Claim
16 Deed is attached hereto as Exhibit N. Thereafter, in May 1999, Faris
17 Ann Phillips transferred her one-half interest to herself and Karl Phillips
18 as trustees of the Phillips Family Trust. A copy of the Quit Claim Deed is
19 attached hereto as Exhibit M.

20 19. In March 2014, my wife and I, entered into a contract to
21 purchase the one-half interest in the Property owned by the Phillips
22 Family Trust for \$145,000.00. A copy of the Real Estate Purchase and
23 Sale Agreement is attached hereto as Exhibit O. This equates to a price
24 of \$48,333.33 per one-sixth interest. We have also agreed to pay
25 property arrearages related to the interest purchased, and the Phillips
26 Family Trust will pay the excise tax on the transaction.

27 20. Regarding the proposed purchase of a one-sixth interest in
28 the Property from Copeland Realty, Inc., we have offered to pay

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1 \$46,000.00. This is slightly less than the price for the interests from the
2 Phillips Family Trust, but it is a one-sixth interest as opposed to a one-
3 half interest. As in the case of the purchase from the Phillips Family
4 Trust, we will pay tax arrearages attributable to the property.
5 Additionally, and in contrast to the purchase from the Phillips Family
6 Trust, we will also pay the real estate excise tax on the transaction and
7 we will pay an additional \$2,000 at closing to help cover the Receiver's
8 expenses. Thus, the transaction is not materially different than the arms-
9 length purchases that have occurred since August 2008.

10 21. Both my wife and I are licensed real estate brokers in the
11 State of Washington. We are pursuing this transaction on our own
12 account. I believe that the price and terms of the purchase of the one-
13 sixth interest of Copeland Realty, Inc. are fair and reasonable under the
14 circumstances.

15 I declare under penalty of perjury under the laws of the State of
16 California that the foregoing is true and correct, and that this Declaration
17 was executed on April 14, 2014, at Richland, Washington.

18
19 /s/ Dan Houston
20 Dan Houston
21
22
23
24
25
26
27

28 HEBCO.125.529655.1

Exhibit A

Serial Number 62-1

COMMERCIAL FACILITY LEASE

THIS LEASE, entered into the 16th day of August, 1961, to be effective from and after December 1, 1960, by and between GENERAL ELECTRIC COMPANY (hereinafter referred to as "Lessor"), a corporation organized and existing under the laws of the State of New York, with principal offices in the City of Schenectady, New York, as agent for the United States Atomic Energy Commission (hereinafter referred to as the "Commission"), and JACK A. HOUSTON and LORRAINE M. HOUSTON, husband and wife (hereinafter referred to as "Lessee"),

WITNESSETH THAT:

WHEREAS, Lessor has, heretofore, to wit, on the 14th day of July, 1959, entered into a contract AT(45-1)-1350, which is hereinafter called the "principal contract" with the United States of America (hereinafter referred to as the "Government"), represented by the Commission, to operate and maintain the Hanford Works, including management of Government-owned real estate in Richland, Washington; and

WHEREAS, pursuant to such principal contract, Lessor has been appointed agent for the Government to lease land at Richland, Washington; and

WHEREAS, the Lessee herein has agreed to purchase a building from the Trustees of the American Legion, Richland Post 71, (hereinafter called "Trustees"), and desires to lease the premises on which it is situated; and

WHEREAS, Lessor, at the direction of the Commission, has accepted Lessee's proposal to lease the Government-owned land on which the said building is situated for the operation of a restaurant and cocktail lounge (hereinafter referred to as the "Facility");

NOW, THEREFORE, the Lessor hereby leases to Lessee, and Lessee hereby leases from the Lessor, subject to the terms, conditions and covenants hereinafter set forth, the following described premises:

Lot 1, Block 635, Plat of Richland, recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington.

ARTICLE I. TERM:

1. The term of this lease shall be from December 1, 1960, through July 14, 1964, inclusive, unless sooner terminated pursuant to the provisions of Article X. In the event the Lessee purchases from the Trustees the building presently situated on the premises before the expiration or termination of this lease, the term of this lease shall be as provided in Section 2 of this Article I.

2. This Section 2 shall be effective only upon the occurrence of the conditions stated in Section 1 above: the term of this lease shall be 55 years, commencing December 1, 1960, and ending November 30, 2015, unless sooner terminated pursuant to the provisions of Article X. At the expiration of this lease, the Lessee shall have the option of renewing the lease for a term of 44 years upon the same terms and conditions as are contained herein. The Lessee shall exercise its option to renew in accordance with the preceding sentence by giving written notice of intention so to do not less than six (6) months prior to expiration. Failure of the Lessor to receive such written notice shall be deemed to be conclusive evidence of the Lessee's intention not to exercise the renewal option.

EXHIBIT 1

ARTICLE II. USE OF PREMISES:

The demised premises shall be used by the Lessee for the maintenance and operation of a restaurant and cocktail lounge and for subletting to others approved in accordance with the provisions of Article V hereof, and for no other purpose, unless the Lessor authorizes other or additional uses in writing in advance.

ARTICLE III. PAYMENTS:

1. The monthly payments shall commence on December 1, 1960, and the Lessee shall pay to Lessor, at Lessor's office at the Hanford Works, Richland, Washington, or elsewhere as designated from time to time by the Lessor, an amount equal to ~~1 1/2%~~ of the gross receipts of any business operated by Lessee on or from the leased premises, plus 25% of rentals received, due or owing from sublessees occupying space in the building, provided that such payments shall in no event be less than \$200.00 per calendar month. The Lessee shall make such payments on or before the 15th day of the next succeeding calendar month.
2. The Lessor may, at its option, require the Lessee to pay interest computed at the rate of 6% per annum from due date of each payment, and upon each defaulted obligation, until paid.

ARTICLE IV. TITLE TO BUILDING:

1. It is understood and agreed that the premises demised hereunder are owned by the United States of America; that the Lessor is entering into this lease as agent of the Commission; that the building presently situated on the demised premises is owned by the American Legion, Richland Post 71; and that the Lessee has agreed to purchase the said building from the Trustees prior to July 15, 1964.
2. In the event the Lessee purchases said building from said Trustees during the term of this lease as provided in Section 1 of Article I, said building and any other building to be erected hereunder by the Lessee shall be and remain during the term of this lease and any renewal hereof the personal property of the Lessee, irrespective of the manner in which the building(s) may be affixed to the land.
3. In the event the term of this lease becomes as provided in Section 2 of Article I, the following provision shall apply:

Upon expiration of the term of this lease, or any renewed term thereof, title to the building(s) erected upon the demised premises shall vest in the Government and the building(s) shall thereupon become a part of the realty. The Lessee covenants at such time to execute, acknowledge and deliver any and all documents of title and to take all necessary steps to transfer title to the Government, free and clear of all liens, encumbrances and charges, other than those expressly authorized and validly existing under the provision of Section 2, Article V.

ARTICLE V. ENCUMBRANCES AND ASSIGNMENTS:

1. Except with the prior written approval of the Lessor, which approval shall not be unreasonably withheld, during the term of this lease as provided in Section 1 of Article I, the Lessee shall not sell, assign, mortgage, lease, sublease, license or otherwise dispose of or encumber in whole or in part, the leasehold estate hereby created.

2. In the event the term this lease becomes as provided in Section 2 of Article I, the following provisions shall apply:

(a) Except with the prior written approval of the Lessor, which approval shall not be unreasonably withheld, the Lessee shall not sell, assign, mortgage, lease, sublease, license or otherwise dispose of or encumber in whole or in part, the leasehold estate hereby created or the building(s) erected upon the demised premises, nor suffer any voluntary or involuntary transfer or disposition of title or encumbrance to be made; and the Lessee will indemnify and keep indemnified the Lessor and the Commission against losses resulting from the payment of any lien, charge or encumbrance.

(b) If, pursuant to the written consent of the Lessor, Lessee shall mortgage, pledge or otherwise encumber the leasehold estate hereby created or the building(s) erected upon the demised premises, then no termination provided for under Section 1, Article X, of this lease shall impair the validity of any such lien or encumbrance. Any notice of default on the part of the Lessee, or intention on the part of Lessor, to terminate or revoke this lease shall be mailed to the agent designated by the mortgagee, pledgee, or other encumbrance-holder; provided, however, that no notice of such default or intention to terminate shall be required to be given to said mortgagee, pledgee or other encumbrance-holder, if he fails to designate such an agent.

ARTICLE VI. CONSTRUCTION:

1 Lessee agrees that it will, at its own cost and expense and pursuant to the following provisions, commence and complete construction of any building alterations, additions or additional building to be utilized in the operation of the Facility:

1. The Lessee, before proceeding with the construction of any proposed building alterations, additions or additional building shall submit to the Lessor, for inspection and approval by the Lessor, one set of completed drawings and specifications covering the proposed building alterations, additions or additional building.
2. The Lessee shall furnish the Lessor with one set of "as built" reproducible plans of any building alterations or additions, and of any additional building, within sixty (60) days after approval by Lessor and the Commission of the completed work, or as this time may be extended by the Lessor.
3. The Lessee shall procure or cause to be procured all licenses, permits, franchises, easements, rights of way or other interests in real property, necessary for the performance of work in connection with the construction.
4. The Lessee shall bear the expense of all site preparation including the removal or relocation of any underground or overhead utility lines, whether the Lessor causes the work to be performed or it is performed by the Lessee. Any such work done by the Lessee shall be approved in advance by the Lessor.
5. The Lessor and the Commission shall have the right to inspect, in such manner and at such times as are reasonable, the work in process of construction.
6. If the Lessor so directs, the Lessee shall require any or all of its contractors to furnish adequate performance and payment bonds.

ARTICLE VII. OPERATION OF THE FACILITY:

Lessee shall, at its own cost and expense, operate its business on the demised premises and cause its sublessees to operate their businesses in accordance with the following provisions:

1. The Lessee and any sublessees shall maintain such stocks of merchandise, provide such services, employ sufficient personnel, furnish and install such fixtures and equipment, and do all such things as are necessary, in order to render efficient and convenient service to customers.
2. The Lessee and any sublessees shall keep the premises open and available for business activity therein during any usual days and hours for such business in the community, except when prevented by strikes, fire, casualty or other causes beyond their control and except during reasonable periods for repairing, cleaning and decorating, and for such other purposes as may be approved by the Lessor.
3. The Lessee and any sublessees shall include the address and identity of their businesses conducted on the demised premises in all advertisements made by them in which the address and identity of any other similar business conducted by them in the vicinity of Richland, Washington, shall be mentioned, and shall not divert elsewhere any trade, commerce or business which ordinarily would be transacted in or from the demised premises.
4. The installation, display, painting, affixing, or maintenance of signs, notices, pictures, billboards, or other advertising material outside of the building shall be subject to the approval of the Lessor, and the Lessee shall remove or cause to be removed all such signs, notices, pictures, billboards or other advertising materials from the building and premises at any time when directed by the Lessor so to do.
5. The Lessee shall not place nor permit any radio antennas, sound amplifiers, or similar devices on the roof or outside of the building, except with the written approval of the Lessor.
6. The Lessee shall keep the demised premises, the building and all equipment therein in good condition and repair. No additions to, or alterations of, the building shall be made, nor shall any additional building be erected, without the prior written approval of Lessor, which shall not be unreasonably withheld, nor shall any substantial change in the terrain of the premises be made without such approval.
7. The Lessee shall pay all charges assessed for utilities and services.
8. The Lessee shall pay any and all taxes imposed upon the Lessee by the Federal Government, the State or any political subdivision thereof.

ARTICLE VIII. COMPLIANCE WITH LAWS AND REGULATIONS:

1. The Lessee shall comply with the Industrial Insurance Act and the Medical Aid Act of the State of Washington, all Federal and State Social Security Laws, and all other Federal laws and the regulations issued thereunder, and State and local laws, rules and regulations applicable to the maintenance and operation of the Facility or to the Lessee as an owner or employer, and shall comply with rules and regulations pertaining to activities in connection with the health,

sanitation, fire protection, safety and zoning of the property, regardless of whether such activities be those of the Lessee or any of its contractors, or the officers, employees or agents of the Lessee or any of their contractors. The Lessee shall take, or cause to be taken, all reasonable steps or precautions to protect health and minimize danger from all hazards to life and property, shall make or cause to be made, all reports and permit all inspection as provided in such regulations and requirements, and shall require compliance by its sublessees and contractors and their officers, agents and employees with all applicable laws, rules and regulations.

2. The Lessee shall insert a provision similar to Section 1 of this Article in all subleases or licenses pertaining to the demised premises or the building thereon.

ARTICLE IX. INDEMNITY AND INSURANCE:

1. The Lessee shall indemnify and hold harmless the Lessor and the Commission from any and all liability whatsoever for injury to or death of persons, or loss of or damage to property, caused by or arising out of activities or nonfeasance in connection with the construction, maintenance, or operation of the Facility, whether such activities be those of the Lessee or any of its contractors or the officers, employees, or agents of Lessee or of any of their contractors.
2. The Lessee shall maintain, or shall cause to be maintained, insurance in at least the following amounts: Public Liability for Bodily Injury, \$50,000/\$100,000; Public Liability for Property Damage, \$5,000; Products Liability, \$50,000/\$100,000; Automobile Public Liability for Bodily Injury, \$50,000/\$100,000; and Automobile Public Liability for Property Damage, \$5,000; for purposes of providing protection against claims which may arise from activities in connection with the construction, maintenance, or operation of the Facility, whether such activities be those of the Lessee or any of its contractors, or the officers, employees, or agents of the Lessee or of any of their contractors, and such other or additional insurance as will furnish reasonable protection against such claims. Certificates of such insurance shall be filed with the Lessor, and the Lessor shall be given ten (10) days' advance notice by mail of changes in or cancellation of any such insurance.

ARTICLE X. TERMINATION OR EXPIRATION:

1. This lease or any renewal hereof may be terminated by the Lessor, with the approval of the Commission, for default according to law and for any of the following reasons:
 - (a) Default in making any payment hereunder, including rent, when the Lessee is in default longer than ten (10) days from the date such payment is due hereunder; or default in the performance by the Lessee, its agents, contractors, or employees in respect to any of the terms, conditions, or covenants of this lease, whether or not such fault is expressly declared to be a cause for termination elsewhere in this lease; provided, however, that this lease shall not be terminated for default (other than default in payments) if such default is remedied within ten (10) days after written notice thereof has been given to the Lessee by the Lessor.
 - (b) The filing of a petition under any bankruptcy or insolvency laws, or similar proceeding, either by or against the Lessee; the appointment of a receiver of the property of the Lessee; or the making by the Lessee of a general assignment for the benefit of its creditors.

(c) Abandonment of the premises by the Lessee.

In the event of termination by the Lessor, with the approval of the Commission, for any of the reasons stated in Section 1 of this Article and in the event the term of this lease has become as provided in Section 2 of Article I:

- (a) The Lessee will be permitted to sell or otherwise dispose of the building, in place, for continued operation, within thirty (30) days, or as this time may be extended by the Lessor, to such person or persons, and upon such terms and conditions (including protective conditions to insure payment by Lessee of damages, if any, under Paragraph (c) of this Section), as the Lessor and the Commission may approve in writing in advance.
- (b) In the event that the Lessee does not sell or otherwise dispose of the building under Paragraph (a) immediately preceding, title to the building shall vest in the Government, subject to the provisions of Article V, Section 2, without any compensation therefor, and in such event the Lessee covenants to execute, acknowledge and deliver any and all documents of title and to take all necessary steps to transfer title to the Government free and clear of all liens, encumbrances and charges, other than those expressly authorized and validly existing under the provisions of Article V, Section 2 hereof.
- (c) If termination is for any of the reasons specified in Section 1 of this Article, the Lessee shall be liable to the Lessor or the Commission for liquidated damages in an amount equal to the average of the monthly payments under Article III hereof, for the six-month period preceding the termination, multiplied by the number of months, not to exceed six (6), from and after the date the demised premises are vacated or abandoned by the Lessee, until another Lessee takes possession thereof.

3. Upon termination or expiration of this lease, or any renewal hereof, the Lessee shall at the request of Lessor, surrender possession and vacate the premises, remove all its property therefrom; and deliver possession of the premises to the Lessor, and hereby grants to the Lessor or the Commission full and free right to enter into and upon the premises in such event, with or without process of law, and to take possession of the premises, and to expel or remove Lessee and any others who may be occupying the premises, and to remove any and all property therefrom using such force as may be necessary, without being deemed guilty of trespass, eviction or forcible entry or detainer and without relinquishing Lessor's rights to payments or any other right given to Lessor hereunder or by operation of law.

ARTICLE XI. LESSEE'S RIGHTS UPON SALE OF PREMISES:

The Lessor hereby covenants that the demised premises will not be sold during the term of this lease, unless and until the Lessee shall have been given notice of the intention to sell said premises and shall have been given a period of thirty (30) days in which to make an offer for said premises, and the Lessor further covenants that, in the event this offer is not accepted, no such sale will thereafter be made, unless and until the Lessee shall have been notified of the best acceptable offer received by the Lessor or the Commission for said premises and shall have been given an additional period of thirty (30) days in which to make a further offer.

ARTICLE XII. STATEMENTS AND BOOKS OF ACCOUNT:

The Lessee shall keep records and books of account in accordance with recognized accounting principles and shall require its sublessees to keep similar records and books of account. Receipts shall be accounted for in sufficient detail to enable the preparation of a comprehensive statement of gross receipts. The Lessee shall furnish to the Lessor six (6) copies of a monthly statement of gross receipts of any business operated by Lessee on or from the leased premises, together with six (6) copies of a monthly statement showing the amount of rent received from each sublessee and supporting data in the event the sublessee's rent is paid on any basis except that of a flat monthly sum. These statements shall be submitted on or before the fifteenth (15) day of the following calendar month and shall be certified by the Lessee or its authorized representative. The Lessor and the Commission shall, at all times, have access to all books and records of the Lessee and its sublessees concerning the operation of the Facility which they deem necessary for the purpose of determining that the rental payments made to Lessor are correct.

ARTICLE XIII. LIMITATION:

Lessor is not and never shall be liable to any creditor of Lessee, or to any claimant against the estate or property of Lessee, for any debt, loss, contract or other obligation of Lessee.

ARTICLE XIV. FIRE OR OTHER CASUALTY:

1. If, during the term of this lease as provided in Section 1 of Article I, the building be totally or partially damaged or destroyed by fire, acts of God, or other casualty, and the Lessee's agreement to purchase the building from the Trustees is terminated, this lease shall automatically terminate.

If the term of this lease becomes as provided in Section 2 of Article I, the following shall apply:

If the building be totally or partially damaged or destroyed by fire, acts of God, or other casualty, the Lessee shall rebuild, repair, reinstall or rehabilitate the building at the Lessee's expense, which work shall be performed in accordance with the provisions of Article VI of this lease. If the building is damaged or destroyed, the Lessee shall continue to make payments in accordance with Article III of this lease.

ARTICLE XV. NOTICES:

In every instance where it shall be necessary or desirable for Lessor to serve any notice or demand upon Lessee, it shall be sufficient either (a), to deliver or cause to be delivered to Lessee a written or printed copy thereof, or (b), to send a written or printed copy thereof by United States registered mail, postage prepaid, addressed to Lessee at the demised premises, in which event the notice or demand shall be deemed for all purposes to have been served at the time the copy is mailed or (c), to leave a written or printed copy thereof with any person residing on or in possession of the demised premises, or to affix the same upon any door leading into any building upon the demised premises, in which event the notice or demand shall be deemed to have been served at the time the copy is so left or affixed.

ARTICLE XVI. MISCELLANEOUS:

1. No receipt of money by the Lessor from Lessee after the termination of this lease, or after the service of any notice, or after the commencement of any suit, or after final judgment for possession of the demised premises, shall renew, reinstate, continue or extend the term of this lease, or affect any such notice, demand or suit.
2. Failure of the Lessor to take any action with respect to any default by the Lessee hereunder shall not constitute a waiver of any of the Lessor's rights under this lease; and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.
3. The invalidity or unenforceability of any provision herein shall not affect or impair any other provision in this lease.
4. Provisions inserted herein or affixed hereto shall not be valid unless appearing in the executed copy hereof in the possession of the Lessor, and, in the event of variation or discrepancy, Lessor's duplicate original shall control.
5. Except as otherwise herein provided, each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

The headings of Articles, Sections and Paragraphs are for convenience only and do not define, limit or construe the contents thereof.

ARTICLE XVII. RESERVED RIGHTS:

Lessor reserves the following rights:

1. To enter the premises or any part thereof at reasonable hours to make inspections, to exhibit the premises to prospective tenants, purchasers or others, and to perform, consistently with this lease, any acts relating to the safety, protection, preservation, sale or improvement of the premises or the building.
2. To construct, operate, maintain, inspect, repair, relocate and remove any sewer, water, electrical and other utility and municipal service lines or installations, including the necessary poles and fixtures with right of ingress to and egress from the same, on, over and through the premises herein demised.

ARTICLE XVIII. LITIGATION COSTS:

Lessee shall pay upon demand all of Lessor's costs, charges and expenses, including the fees of counsel, agents and others retained by Lessor, incurred in enforcing Lessee's obligations hereunder, or incurred by Lessor in any litigation, negotiation or trans-action in which Lessee causes Lessor, without Lessor's fault, to become involved or concerned.

ARTICLE XIX. INTEGRATION:

This lease contains the entire understanding between the parties, and there are no understandings, representations, or warranties not set forth or incorporated by reference herein. No subsequent modifications of this lease shall be of any force or effect unless in writing, signed by the party claimed to be bound hereby.

ARTICLE XX. RIGHT TO OPERATE BUSINESS NOT EXCLUSIVE:

The Lessor reserves the right to grant leases or licenses to others to operate similar or identical businesses at Richland, Washington, or to permit the conduct of similar or identical businesses under any other arrangement.

ARTICLE XXI. NONDISCRIMINATION:

1. The Lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided upon request setting forth the provisions of this nondiscrimination clause.
2. The Lessee will, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The Lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided upon request, advising the said labor union or workers' representative of the Lessee's commitments under this article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Lessee will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.
5. The Lessee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Lessee's non-compliance with the nondiscrimination clauses of this lease or with any of the said rules, regulations, or orders, this lease may be cancelled in whole or in part and the Lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

ARTICLE XXII. COVENANT AGAINST CONTINGENT FEES:

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the Government shall

have the right to annul this lease without liability or in his discretion to add to the payments due under this lease the full amount of such commission, percentage, brokerage, contingent fee.

ARTICLE XXIII. OFFICIALS NOT TO BENEFIT:

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

ARTICLE XXIV. DEFINITIONS:

1. As used in this lease, the terms "United States Atomic Energy Commission" and "Commission" shall mean the United States Atomic Energy Commission or its duly authorized representative or representatives.
2. The term "gross receipts", as used herein, shall include the aggregate amount of the gross selling price of all merchandise sold in, on or from the demised premises, whether for cash or on credit (in the case of credit, whether payment is actually made or not), and shall include all commissions, interest and carrying charges, if any, and shall include all charges for service or business transacted in, on or from the demised premises. Such term shall include the selling price from sales, charges for service or business transacted for which orders are taken in or upon the demised premises, regardless of where the services are to be rendered or the business consummated, and regardless of whether the sale is made or services are performed by the Lessee, its agent, sublessee, or licensee. The term shall not include, however, the following:
 - (a) Excise taxes collected and paid over to, or held in trust for payment to Federal, State or local authorities;
 - (b) Refunds made to customers in connection with merchandise returned and accepted by the Lessee;
 - (c) The amount of any trade discounts allowed;
 - (d) Any sums or credit received in settlement of claims for loss or damage to merchandise;
 - (e) Merchandise transferred by the Lessee to other stores of the Lessee, or by a licensee to other stores of that licensee or returned to the manufacturer or jobber; and
 - (f) Amounts received by the Lessee from any sublessee or licensee as rent.
3. The term "building", as used herein, shall mean all structures, tenements, appurtenances and improvements of whatsoever nature constructed on the demised premises and such fixtures as are affixed thereto so as to become a part thereof and not be severable wholly or in any portion without material injury to the freehold.

ARTICLE XXV. AVAILABILITY OF FUNDS:

Any liability or obligation or duties of any kind assumed hereunder by the Commission's agent as Lessor and the Commission shall be subject to the availability of funds appropriated by Congress.

ARTICLE XXVI. AGENCY:

At any time during the term of this lease, General Electric Company may be relieved of its duties as agent for the Commission or may resign its agency, and in either of such events, General Electric Company is relieved from any and all liability to the Lessee or any of its assignees or other parties holding rights under the Lessee or its assignees.

ARTICLE XXVII. EXAMINATION OF RECORDS:

The Lessee agrees that the Comptroller General of the United States, or any of his duly authorized representatives, shall, until the expiration of three years after final payment to the Government or its agent under this lease, have access to and the right to examine any directly pertinent books, documents, papers and records of the Lessee involving transactions related to this lease. The Lessee further agrees to include in all its subleases, if any, hereunder, a provision to the effect that the sublessee agrees that the Comptroller General of the United States, or any of his duly authorized representatives, shall, until the expiration of three years after final payment to the Government or its agent under this lease from the Government, have access to and the right to examine any directly pertinent books, documents, papers and records of such sublessee involving transactions related to the sublease. Nothing in this lease shall be deemed to preclude an audit by the General Accounting Office of any transaction under this lease.

ARTICLE XXVIII. SALE OF GOVERNMENT'S INTEREST:

Upon sale to a third party of the Government's interest in the demised premises, the following articles shall thereafter be of no force and effect: Article XXI, Non-discrimination; and Article XXIII, Officials Not to Benefit.

ARTICLE XXIX. APPROVAL OF COMMISSION:

This lease shall be subject to the written approval of the Commission, and shall not be binding until so approved.

IN WITNESS WHEREOF, the parties have caused this lease, Serial Number 62-1, to be executed on the day and year first hereinbefore written.

ATTEST:

BY DIRECTION OF
ATOMIC ENERGY COMMISSION
GENERAL ELECTRIC COMPANY
ATOMIC PRODUCTS DIVISION
HANFORD ATOMIC PRODUCTS OPERATION, AGENT

R. Matthews
ATTESTING SECRETARY

BY: *B. H. Miles*
acting MANAGER, CONSTRUCTION ENGINEERING
AND UTILITIES OPERATION
Ph 98
64022

WITNESS:

LESSEE: JACK A. HOUSTON and
LORRAINE M. HOUSTON

O. J. Miles

Jack A. Houston
JACK A. HOUSTON

Bonita Kaiser

Lorraine M. Houston
LORRAINE M. HOUSTON

AUG 29 1961
APPROVED
UNITED STATES ATOMIC ENERGY COMMISSION

BY: *A. Fuller*
DIRECTOR, COMMUNITY DIVISION
HANFORD OPERATIONS OFFICE

(STATE OF WASHINGTON)
)
) ss
COUNTY OF BENTON)

On this day personally appeared before me Jack A. Houston and Lorraine M. Houston
me known to be the individual or individuals described in and who executed the within and
foregoing instrument and acknowledged that he (she or they) signed the same as his (her or their
sole and voluntary act and deed, for the uses and purposes therein mentioned. Given under my
hand and official seal this 16 day of August, 1961.

R. B. Baker
Notary Public in and for the State of
Washington, residing at Kennedick

My Commission expires July 16, 1961

(STATE OF WASHINGTON)
)
) ss
COUNTY OF BENTON)

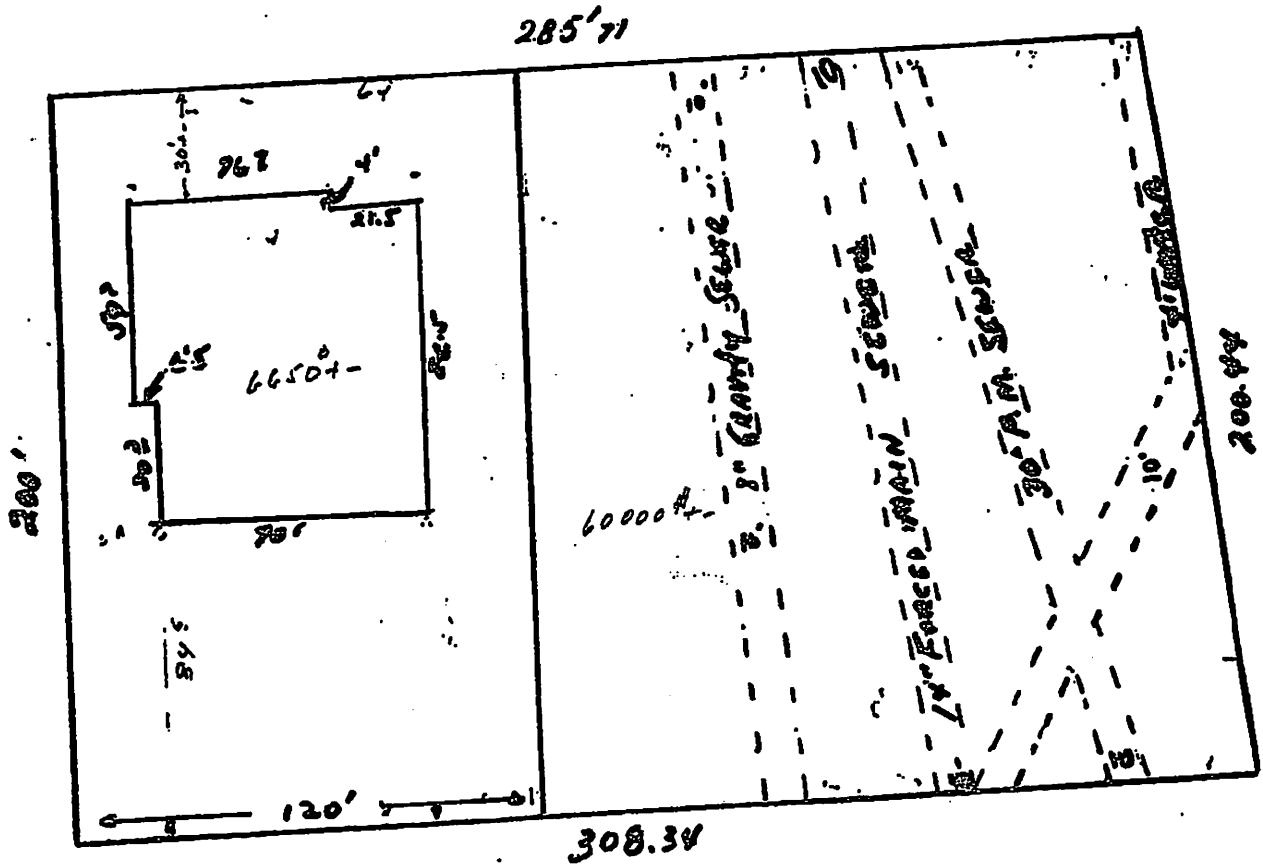
On this 27th day of August, 1961, before me personally appeared
[Signature], to me known to be the (president, vice
president, secretary, treasurer, or other authorized officer or agent, as the case may be)
of the corporation that executed the within and foregoing instrument, and acknowledged said
instrument to be the free and voluntary act and deed of said corporation, for the uses and
purposes therein mentioned, and on oath stated that he was authorized to execute said
instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day
and year first above written.

[Signature]
Notary Public in and for the State of
Washington, residing at Kennedick

My Commission expires July 25, 1963

660. W. W. WAY

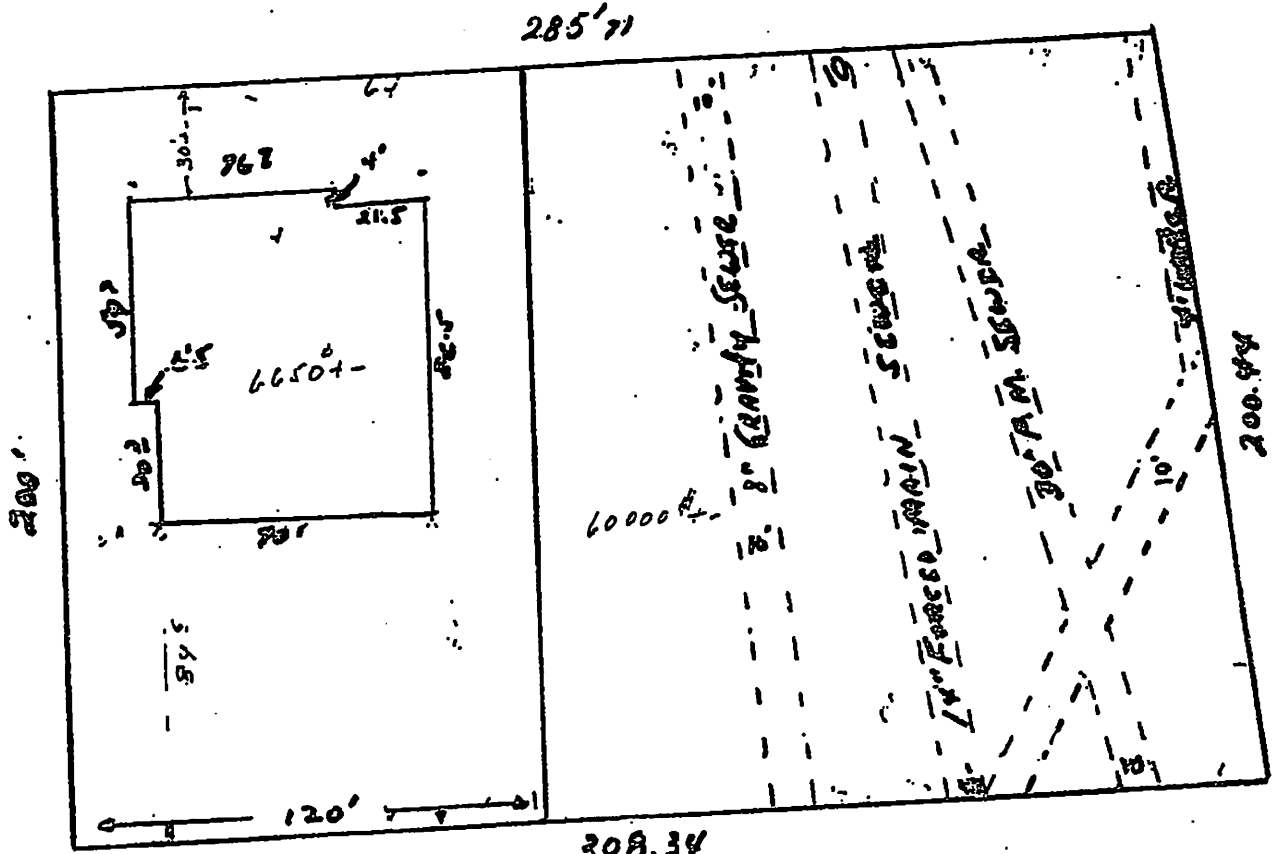


308.34
NEWTON ST

LOT 1 BLOCK 635
PLAT OF RICHLAND



6 E.O. W. N. WAY



308.34

NEWTON ST

LOT 1 BLOCK 635
PLAT OF RICHLAND



Exhibit B

6-1 (635) 1

0258173

VOL 12 473

RECORDED BY
Mack Houston
Feb 11 1964

ASSIGNMENT

YOUNG & RUBIN
US 111
RECORDED BY
VOLUME
INDEXED BY
CHECKED BY

FOR VALUE RECEIVED, the Assignors, JACK A. HOUSTON and LORRAINE M. HOUSTON, husband and wife, hereby assign, transfer and set over to MACK A. HOUSTON and NOREEN HOUSTON, husband and wife, the Assignees, that certain Commercial Lease No. 62-1 between Jack A. Houston and Lorraine M. Houston and General Electric Company as agent for the United States Atomic Energy Commission/ covering premises commonly known as 924 George Washington Way, in the City of Richland, County of Benton, State of Washington, and being more particularly described as Lot 1, Block 635, Plat of Richland.

It is understood that this Assignment must be approved by said Lessor before it can be effective.

DATED this 25th day of February, 1964.

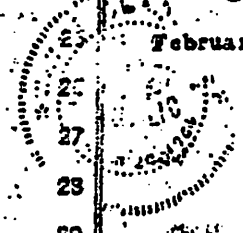
Jack A. Houston
Jack A. Houston
Lorraine M. Houston
Lorraine M. Houston

STATE OF WASHINGTON }
County of Benton } ss.

On this day personally appeared before me JACK A. HOUSTON and LORRAINE M. HOUSTON, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the 25th day of February, 1964.

Wayne Blanton
Notary Public in and for the State of Washington, residing at Richland.



Mail to -
Mack Houston
Rt. 1, Box 217
Richland, Wn.

WAYNE BLANTON
ATTORNEY AT LAW
RICHLAND, WASHINGTON


EXHIBIT 2

VOL 12 PAGE 474

CONSENT TO ASSIGNMENT

The above assignment of that Commercial Lease dated August 16, 1961 (No. 62-1), covering Lot 1, Block 635, Flat of Richland, is hereby approved this 28th day of February, 1964; provided that no further assignment can be made without the prior written approval of the United States Atomic Energy Commission.

UNITED STATES ATOMIC
ENERGY COMMISSION

By 
Norman G. Fuller
Real Estate Officer
Richland Operations Office

Date FEB 28 1964

Exhibit C

6-103571

525259 VOL 211 PAGE 565

QUIT CLAIM DEED
(Corporate Form)

Butler & General

AUG 4 9 22 AM '64

YERKEN MILLER, AUDITOR
DEPUTY
RECORDED IN VOL. Deeds

WASHINGTON
TITLE INSURANCE
COMPANY
SEATTLE, WASHINGTON

Mailed to: Mack A Houston
Box 217
Toppenish, Wash
Send Tax Statement to: Same

VOLUME _____ PAGE _____
INDEXED BY BB
CHECKED BY _____

FORM LB7R

Quit Claim Deed

(CORPORATE FORM)

THE GRANTOR, NATIONAL BANK OF COMMERCE OF SEATTLE, as Indenture Trustee for the Bondholders of Richland Post No. 71, The American Legion, for and in consideration of \$10.00 and other good and valuable consideration conveys and quit claims to MACK A. HOUSTON and NOREEN HOUSTON, husband and wife,

the following described real estate, situated in the County of Benton

State of Washington including any interest therein which grantor may hereafter acquire:

All of the right, title and interest the Grantor has in the following described property, including the building and other improvements situated thereon:

Lot 1, Block 635, Plat of Richland, according to the plat thereof recorded in volumes 6 and 7 of plats records of Benton County, Washington.

COUNTY EXCISE TAX

Paid \$ 55.00 Date 7/29/64

Interest Paid \$ _____

Rec. No. 23915

Benton County Treasurer

By Allen Brandt
Deputy Treasurer



WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and the corporate seal to be hereunto affixed this 24TH day of July, 1964.

NATIONAL BANK OF COMMERCE OF SEATTLE

By [Signature] Vice President

By [Signature] TRUST OFFICER Secretary

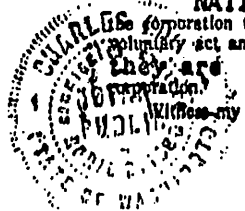
STATE OF WASHINGTON, ss.
County of Yakima

On this 24TH day of July, 1964, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared M. W. Cunningham and Fred MacDonald to me known to be the Vice President and Trust Officer, respectively, of

NATIONAL BANK OF COMMERCE OF SEATTLE

corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Please my hand and official seal hereto affixed the day and year first above written.



Charles Eddy
Notary Public in and for the State of Washington,

Exhibit

Exhibit D

6-1 (27) 17;
(635) 1



EXCISE TAX PAID

JA 17 01 K 00 225

BENTON COUNTY WA

WHEN RECORDED RETURN TO:
Wayne Gladstone
710-1/2 The Parkway
Richland, WA 99352

SPECIAL WARRANTY DEED

THE GRANTOR NOREEN M. HOUSTON, Executrix of the Estate of Mack A. Houston, deceased, in Benton County Probate cause No. 00-4-00044-2, for distribution of estate assets, conveys and warrants an undivided 1/2 interest to NOREEN M. HOUSTON, as her separate estate and an undivided 1/2 interest to the THREE HOUSTON TRUST, Grantees, in the following described real estate, situated in the County of Benton, State of Washington:

PARCEL 1:

Lot 17, Block 627, Plat of Richland, as per plat thereof as recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, situated in Benton County, Washington, said property being more particularly described as follows:

Commencing at the Southeast corner of said Lot 17; thence North 00°49'46" West along the East line thereof, 52.04 feet to the true point of beginning; thence South 89°07'10" West, 76.65 feet to the West line of said Lot; thence North 00°49'46" West along said West line, 76.69 feet to the Northwest corner of said Lot; thence North 89°11'55" East, 76.65 feet along the North line of said Lot 17 to the Northeast corner thereof; thence South 00°49'46" East 76.54 feet, along the East line thereof to the true point of beginning.

Tax Parcel No. 1-1198-302-0627-020

and

PARCEL 2:

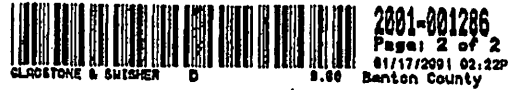
Leasehold interest in property located at 924 George Washington Way, Richland, Benton County, Washington:

The West 120 feet of Lot 1, Block 635, Plat of Richland, recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington.

and parking area adjacent thereto described as follows:

All of Lot 1, Block 635, Plat of Richland, recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, EXCEPT for the leased premises as described above.

Pursuant to Commercial Facility Lease dated August 16, 1961, between General Electric Company, as Lessor and Jack A. Houston and Lorraine M. Houston, husband and wife, as Lessee, assigned to Mack A. Houston and Noreen



M. Houston and pursuant to a Lease between Mack A. Houston and Noreen M. Houston, husband and wife, Lessors - Snyder Investments, Inc., a Washington corporation, Lessees of above described property, under LEASE dated September 2, 1980.

Tax Parcel No. 1-1198-102-0635-00A

The Grantor for herself and for her successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, she will forever warrant and defend the said described real estate.

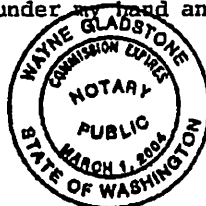
DATED this 12th day of January, 2001.

STATE OF WASHINGTON)
) ss
County of Benton)

Noreen M. Houston
Noreen M. Houston, Executrix
of the Estate of Mack A.
Houston, deceased

On this day personally appeared before me NOREEN M. HOUSTON to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official this 12th day of January, 2001.



Wayne Gladstone
NOTARY PUBLIC in and for
the State of Washington.
My commission expires 3-1-2004

Exhibit E

2008-014134 D
05/16/2008 09:59:02 AM Pages: 2 Fee: \$43.00
Walker Heye & Meehan, PLLC
Benton County, Benton County Auditor's Office

WHEN RECORDED RETURN TO:

WALKER, HEYE & MEEHAN, PLLC
1333 Columbia Park Trail, Ste. 220
RICHLAND WA 99352

EXCISE TAX PAID

NY 15 03 10 23 48

Handwritten signature

PERSONAL REPRESENTATIVE'S DEED

Reference numbers of related documents:

Grantor(s): Dan Houston and Sharman Parsons, Co-Personal Representatives of the Estate of Noreen M. Houston

Grantee(s): Three Houston Trust

Abbreviated Legal Description: The west 120 feet of Lot 1, Block 635, Plat of Richland, recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington.

Additional legal description is on Page: 1 and 2

Assessor's Tax Parcel ID Numbers: 1-1198-102-0635-00A

GRANTORS, DAN HOUSTON AND SHARMAN PARSONS, Co-Personal Representatives of the Estate of Noreen M. Houston, under Benton County Superior Court Case No. 03-4-00317-9 as part of the distribution of the said Estate, conveys and quit claims to THREE HOUSTON TRUST, the following described real estate, situated in Benton County, Washington:

The West 120 feet of Lot 1, Block 635, Plat of Richland, recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington.

and parking area adjacent thereto described as follows:

PERSONAL REPRESENTATIVE'S DEED - 1

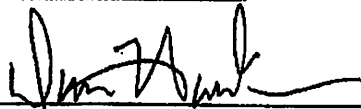
Walker Heye & Meehan, PLLC
1333 Columbia Park Trail, Ste 220
Richland, Washington 99352
Ph: (509) 735-4444

All of Lot 1, Block 635, Plat of Richland, recorded in Volumes 6 and 7 of
Plats, records of Benton, County, Washington, EXCEPT for the leased
premises as described above.

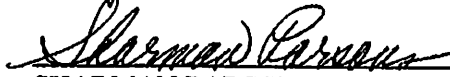
Tax Parcel No.: 1-1198-102-0635-00A

Commonly Known As: 924 George Washington Way

DATED on this 16 day of April, 2008.



DAN HOUSTON, Co-Personal Representative

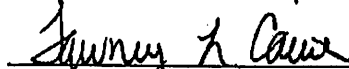
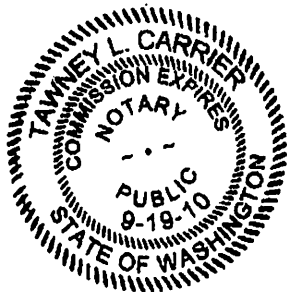


SHARMAN PARSONS, Co-Personal Representative

STATE OF WASHINGTON)
) §
COUNTY OF BENTON)

On this day personally appeared before me DAN HOUSTON and SHARMAN PARSONS, to
me known to be the individuals described in and who executed the within and foregoing instrument,
and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and
purposes therein mentioned.

GIVEN under my hand and official seal this 16th day of April, 2008.



NOTARY PUBLIC in and for the State
of Washington, residing at Richland, WA
My commission expires: 09-19-2010

2107.38

PERSONAL REPRESENTATIVE'S DEED - 2

Walker Heye & Meehan, PLLC
1333 Columbia Park Trail, Ste 220
Richland, Washington 99352
Ph: (509) 735-4444

Exhibit F

6-1(635)1

550664

VOL 220 PAGE 633

SPECIAL WARRANTY DEED
UNITED STATES OF AMERICA-GRANTOR

Recording Center Land Title Co.

OCT 11 9 42 AM '65

WARDER WILSON, REGISTER

RECORDS SECTION 220

RECORDED BY [Signature]
INDEXED BY [Signature]
FILED BY [Signature]

MAIL TO:
FRANK J. MIKASCH
312 Graighill
Richland, Washington
-GRANTEE

HHFA CDP - DEED FORM
Commercial Properties - Under Lease
Sale to Third Party

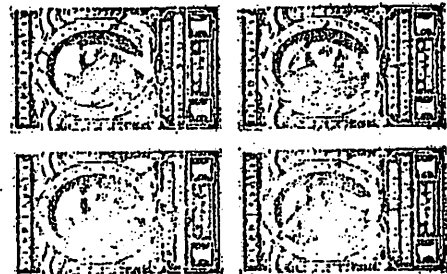
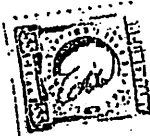
RM-3373

DEED WASHINGTON

The Grantor, the UNITED STATES OF AMERICA, acting by and through the Housing and Home Finance Administrator, for and in consideration of the sum of five (\$5.00) dollars and other good and valuable consideration, does hereby convey unto the Grantee, FRANK J. MIKASCH

(hereinafter referred to as the "Grantee", or by the use of the pronouns "him" or "his", whether the Grantee be a person, persons or a corporation and regardless of gender) of Richland, Washington all its right, title, estate and interest in and to the following described real property, situated in the County of Benton, State of Washington, to-wit:

Lot No. 1, Block No. 635, Plat of Richland, according to the plat thereof recorded in Volumes 6 and 7, of Plats, records of said County,



THIS CONVEYANCE IS MADE SUBJECT TO:

a. All provisions of the Declaration Relating to Charges for Municipal Services in and near the Community of Richland, recorded in the Office of the Auditor of Benton County, Washington, under Fee No. 455775, all of which are hereby incorporated herein by reference; and

b. A certain Leasehold Estate and interest vested in the present Lessee by virtue of that certain instrument designated Commercial Facility Lease, dated the 16th day of August, 1961, executed by and between the General Electric Company (acting for and on behalf of the United States of America, represented by the Atomic Energy Commission), as Lessor, and Jack A. & Lorraine M. Houston as Lessee, and as subsequently amended and modified by any and all Supplemental Agreements. Furthermore, the Grantee for himself and for his heirs, successors and assigns, covenants and agrees that the Grantee shall perform and fulfill the duties, obligations and liabilities, which under the terms of said lease, amended, are imposed upon or required to be performed or fulfilled, from and after the date hereof, by the Grantor, but with the Grantee's full right to the benefits of all the rents, rights, powers, privileges and other increments to which the Grantor is entitled under the terms of said lease, as amended, from and after the date hereof, which Lease, as amended, is hereby assigned by the Grantor to the Grantee, and further, the Grantee shall hold

HRFA GDP - DEED FORM
Commercial Properties - Under Lease
Sale to Third Party

- 2 -

the Grantor, the United States of America, and its agents, harmless from any claim or liability for default or breach of any of the terms of said lease agreements occurring on or after the date of this deed. The Crantee acknowledges by the acceptance of this deed that he has fully informed himself respecting such existing lease, and any and all amendments thereto, and the rights of sub-tenants or sub-lessees in possession, if any.

c. The easements defined in Volumes 6 and 7 of Flats, referred to above, and the amendment thereto, recorded under Fee No. 373909; easements heretofore granted to the General Telephone Company of the Northwest, recorded under Fee Nos. 375435 and 375436; easements granted to the City of Richland, Washington by deed dated August 2, 1960 recorded under Fee No. 441059; and all other existing easements of record; and

d. ALSO, the easements hereby created, reserved, excepted and/or granted as follows:

None.

VOL 220 PAGE 635

- 3 -

Except as otherwise stated herein the Grantor will warrant and defend its title thereto against the lawful claim and demands of all persons claiming by, through or under the Grantor, but not further or otherwise.

This deed is made and executed under the authority of the Atomic Energy Community Act of 1955, 69 Stat. 471, as amended, 42 U.S.C. Sections 2301-2394 (Supp. V, 1958); Executive Order 10657, February 14, 1956 (21 Fed. Reg. 1063, Feb. 16, 1956) as amended by Executive Order 10734, Oct. 17, 1957 (22 Fed. Reg. 8275, Oct. 22, 1957); and Delegation of Authority effective May 16, 1956 (21 Fed. Reg. 3236-3237, May 16, 1956, as amended, (21 Fed. Reg. 8999, Nov. 20, 1956) and Delegation of Authority effective Dec. 10, 1962, (28 Fed. Reg. 195, Jan. 8, 1963) and Executive Order 11105, April 18, 1963 (28 Fed. Reg. 3909, April 20, 1963) and Delegation of Authority effective May 11, 1963, (28 Fed. Reg. 4777; May 11, 1963).

IN WITNESS WHEREOF, the Administrator has caused this deed to be executed in the name of and on behalf of the UNITED STATES OF AMERICA, and in his name and on his behalf as agent for said Grantor, by its duly authorized representative.

Dated this 28th day of September, 1965.

UNITED STATES OF AMERICA

BY: HOUSING AND HOME FINANCE ADMINISTRATOR

BY: Wilbur Y. Dent
Liaison Officer
Community Disposition Office

STATE OF WASHINGTON }
 } ss.
COUNTY OF BENTON }

On this 29th day of September, 1965, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WILBUR Y. DENT to me known to be the Liaison Officer, Community Disposition Office, a duly authorized representative of the Housing and Home Finance Administrator and the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free act and deed of the UNITED STATES OF AMERICA for the uses and purposes therein mentioned, and on oath states that he is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

(SEAL)



Donald C. Willis
Notary Public in and for the State of Washington,
residing at Spokane, Washington.

Exhibit G

#9356



573928

THIS SPACE RESERVED FOR RECORDER'S FILE NO. VOL 230 PAGE 1140

H. Gladstone

MAR 7 10 28 AM '67

VERNER MILLER, AUDITOR
DEPUTY
RECORDED IN VOL. 230

INDEXED BY *[Signature]*

REMOVED BY _____

Filed for Record at Request of

mail -

Name..... WAYNE GLADSTONE
ATTORNEY AT LAW
Address..... 7110 130 WASH WAY
BENTON, WASHINGTON
City and State.....

Franklin Benton Land Title Co.

Quit Claim Deed

Form 488-1-Rev.

THE GRANTOR JO DEE MIKSCH

for and in consideration of

conveys and quit claims to FRANK J. MIKSCH

the following described real estate, situated in the County of Benton State of Washington, together with all after acquired title of the grantor(s) therein:

Lot 1, block 635, Plat of Richland, according to plat thereof, recorded in volumes 6 and 7 of plats, records of said county,

This property is given pursuant to Property Settlement Agreement entered into by Jo Dee Miksch and Frank J. Miksch, and by entry of Decree of Divorce on February 2, 1967, Benton County Cause No. 20380.

SUBJECT TO easements, reservations and restrictions of record.

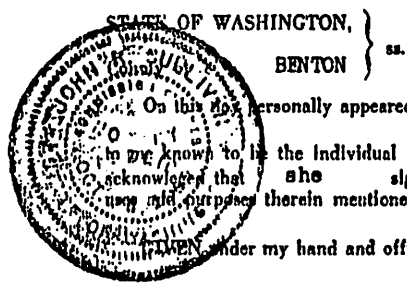
CERTIFICATE

I hereby certify that a statement signed by the parties to the transaction herein is on file in this office, which relieves the transfer of real estate, accomplished by this instrument from the real estate transfer tax lien, established by Chapter 11 of the Excise Laws 1951 and Benton County Ordinance No. 25.

Dated 3-7 1967 *[Signature]*
Treasurer of Benton County

Dated this 28th day of February, 1967.

Jo Dee Miksch



On this day personally appeared before me Jo Dee Miksch
I do hereby certify that she signed the same as her free and voluntary act and deed, for the purposes therein mentioned.

[Signature] 28 day of February, 1967.
Notary Public in and for the State of Washington,
residing at Richland

Exhibit H



TRANSAMERICA TITLE INSURANCE COMPANY

598870

THIS SPACE RESERVED FOR RECORDING USE.
VOL 245 PAGE 634

W. E. McKay
FEB 25 8 30 AM '69

VERNON MILLER, AUDITOR
DEPUTY
RECORDED IN VOL. 245

INDEXED BY *[Signature]*
CHECKED BY *[Signature]*

Filed for Record at Request of
Mailed

Name *W. E. McKay*

Address *1023 Birch*

City and State *Richland, Wash.*

Quit Claim Deed

Form 468-1-Rev.

THE GRANTOR FRANK J. MIKSCH, a single man
for and in consideration of Ten Dollars and other valuable consideration (\$10.00)
conveys and quit claims to WALTER F. MCKAY
an undivided one-half (1/2) interest in
the following described real estate, situated in the County of Benton State of Washington,
together with all after acquired title of the grantor(s) therein:

LOT 1, BLOCK 635, Plat of Richland, recorded in Volumes 6 and 7 of Plats, records of said County.

REC'D
FEB 25 1969
TAX PAID
THIS CASE 2-25-69
Rec. # 33776
ELLEN DEBOUT, TREASURER
[Signature]
County Treasurer

Dated this

24th

day of

~~January~~

1969.

[Signature]
Frank J. Miksch

STATE OF WASHINGTON. }
County of Benton } ss.

On this day personally appeared before me Frank J. Miksch

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that *he* signed the same as *his* free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this *24th* day of *January*

[Signature]
Notary Public in and for the State of Washington,
residing at



EXHIBIT H

Exhibit I

6-1655 11

VOL 480 PAGE 726



THIS SPACE PROVIDED FOR RECORDER'S USE.

FILED BY **86-15421**

OCT 8 11 26 AM '86

VERNER MILLER, CLERK
DEPUTY
RECORDED IN VOL **480**

Filed for Record at Request of

Name.....**WESTLAND-LEHLEN-WEY-LARSEN**.....

Address.....**P.O. BOX 6125**.....

KENNEWICK, WA 98336.....

City and State.....

BT-mo. 86/72

Quit Claim Deed

THE GRANTOR **JULIA R. NELSON**, as personal representative of the Estate of Frank Joseph Miksch, Deceased for and in consideration of final distribution of estate, Cause No. 85-4-00240-1 conveys and quit claims to **JULIA R. NELSON, FRANK J. MIKSCH, and JOHN D. MIKSCH**, as tenants in common, each with an undivided one-sixth (1/6) interest the following described real estate, situated in the County of **Benton** State of Washington, together with all after acquired title of the grantor(s) therein:

Lot 1, Block 635, Plat of Richland, recorded in Volumes 6 and 7 of Plats, records of Benton County.

BENTON-FRANKI IN TIT F C

86-04131
BENTON COUNTY
EXCISE TAX PAID

Dated ~~September~~ October 3, 19 86

Julia R. Nelson
JULIA R. NELSON, personal representative
of Estate of Frank Joseph Miksch, Deceased

(Individual) (President)

By _____
(Secretary)

STATE OF WASHINGTON }
COUNTY OF Benton } ss.

On this day personally appeared before me

Julia R. Nelson

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

STATE OF WASHINGTON }
COUNTY OF _____ } ss.

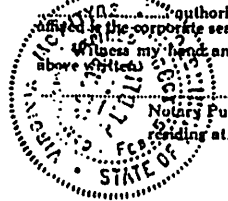
On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, respectively, of _____, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____

GIVEN under my hand and official seal this 3rd day of September, 19 86

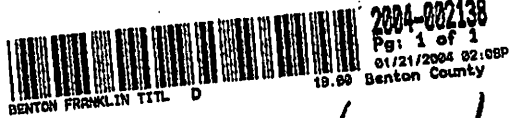
Vernera M. Miller
Notary Public in and for the State of Wash-
ington, residing at Kennewick



FORM 3156 (Washington)

Exhibit J

C



EXCISE TAX PAID
1,335.⁰⁰
JA 21 04 K 0 0 2 6 0
BENTON COUNTY WA

6-1
(635) 1

AFTER RECORDING MAIL TO:
[Name & Address]

BENTON FRANKLIN TITLE CO.

Escrow No.: 00073928 /sw/jjs 190
Statutory Warranty Deed

THE GRANTOR JULIA R. NELSON, as to an undivided one-sixth (1/6) interest for and in consideration of [Ten Dollars and other valuable consideration] in hand paid, conveys and warrants to COPELAND REALTY INC., a California Corporation, as to an undivided 1/6th interest the following described real estate, situated in the County of BENTON, State of Washington:

Lot 1, Block 635, PLAT OF RICHLAND, according to the plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington.

SUBJECT TO covenants, conditions, restrictions, reservations, easements and agreements of record, if any.

Assessor's Property Tax Parcel Account Number(s): ~~1-1198-102-0635-00A~~-(BLD), 1-1198-102-0635-001 (LAND)

Dated this 12TH day of JANUARY, 2004.

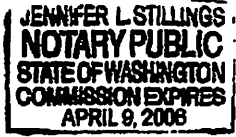
Julia R. Nelson

JULIA R. NELSON

STATE OF WASHINGTON } ss
COUNTY OF BENTON

I certify that I know or have satisfactory evidence that JULIA R. NELSON is the person who appeared before me, and said person acknowledged that SHE signed this instrument and acknowledged it to be HER free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: JANUARY 13th, 2004



Jennifer L. Stillings

[Jennifer L. Stillings]
Notary Public in and for the State of Washington
Residing at KENNEWICK
My appointment expires: 4/9/08

Exhibit K

2008-025101
08/22/2008 02:48:58 PM Pages: 2 Fee: \$43.00
Walker Heye & Meehan, PLLC
Benton County, Benton County Auditor's Office

When Recorded Return to:

George Wolcott
Attorney at Law
P.O. Box 770
Richland, WA 99352

EXCISE TAX PAID
\$757.39
AU 22 08 K 04308
Hu
BENTON COUNTY WA

STATUTORY WARRANTY DEED

THE ESTATE OF FRANK MIKSCH, a/k/a FRANK JOSEPH MIKSCH, as the GRANTOR, for and in consideration of Forty-Two Thousand Five Hundred Fifty and no/100 Dollars (\$42,550) in hand paid, conveys and warrants to THREE HOUSTON TRUST, the GRANTEE, the following described real estate, situated in the County of Benton, State of Washington:

An undivided 1/6 interest in Lot 1, Block 635, Plat of Richland, according to the plat thereof, recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, being tax parcel no. 1-1198-102 0635-001

SUBJECT TO:

Easements, covenants, conditions, restrictions, reservations and assessments of record.

DATED: August 12, 2008.

Laticia M. Miksch

Laticia M. Miksch, Co-Personal Representative

Vanessa L. Miksch

Vanessa L. Miksch, Co-Personal Representative

COPY

Exhibit L

2013-024870 D
07/18/2013 09:59:40 AM Pages: 1 Fee: \$72.00
Benton Franklin Title Co.
Benton County, Benton County Auditor's Office

EXCISE TAX PAID
9774.04
JL 1913 K03436
BENTON COUNTY WA

BENTON FRANKLIN TITLE CO.

When recorded return to:
Benton-Franklin Title Co., Inc.
3315 West Clearwater Ave., • Suite 100
• Kennewick, WA 99336
Escrow No.:00108369 SP

72

Statutory Warranty Deed

THE GRANTOR JOHN D. MIKSCH, as to a 1/6th interest for and in consideration of Ten Dollars and other valuable consideration in hand paid, conveys and warrants to DANNY HOUSTON and KRIS HOUSTON, husband and wife the following described real estate, situated in the County of BENTON, State of Washington:

Lot 1, Block 635, PLAT OF RICHLAND, according to the plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington.

SUBJECT TO covenants, conditions, restrictions, reservations, easements and agreements of record, if any.

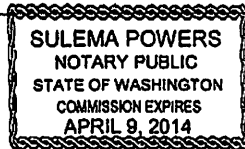
Abbreviated legal description: Lot 1, Block 635, PLAT OF RICHLAND

Tax Parcel Number(s): 1-1198-102-0635-001

Dated this 9TH day of JULY, 2013.



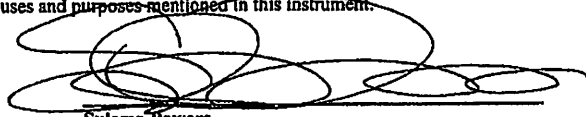
JOHN D. MIKSCH



STATE OF WASHINGTON } ss
COUNTY OF BENTON

I certify that I know or have satisfactory evidence that JOHN D. MIKSCH is the person who appeared before me, and said person acknowledged that he/sha/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 7/17/2013



Sulema Powers
Notary Public in and for the State of Washington
Residing at RICHLAND
My appointment expires: APRIL 09, 2014

Exhibit M

6-1 (635) 1



EXCISE TAX PAID
⊖
JN 23 99 K 0 2 9 6 5
BENTON COUNTY WA

After Recording Return To:
Faris Ann Phillips
28706 Oak Ridge Road
Highland, CA 92346

QUIT CLAIM DEED

The Grantor, FARIS ANN PHILLIPS, a married woman as her sole and separate property,
conveys and quit claims to

KARL W. PHILLIPS AND FARIS ANN PHILLIPS, TRUSTEES OF THE PHILLIPS FAMILY TRUST DATED 02/04/1992

her undivided 50% interest in and to the following described real estate, situated in the County of Benton, State of Washington, including any interest therein which grantor may hereafter acquire:

Lot 1, Block 635, PLAT OF RICHLAND, according to plat thereof, recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington.

Tax Parcel No.: 1-1198-102-0635-001

Dated May 23, 1999.

Faris Ann Phillips
Faris Ann Phillips

SEE ATTACHED
CA. ALL-PURPOSES ACKNOWLEDGMENT



1999-020657
Page: 2 of 2
06/25/1999 03:47P
Benton County

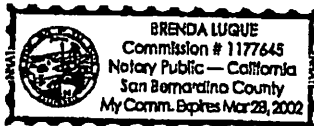
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Bernardino } SS.

On May 25, 1999, before me, Brenda Luque Notary Public
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)
personally appeared Karl W Phillips
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Place Notary Seal Above

Brenda Luque
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Quit Claim Deed

Document Date: 5/23/99 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Exhibit N

#9371
 BENTON COUNTY, WA
 EXCISE TAX PAID *ls*

6-1(635)1
 97 22044

FILED BY

SEP 2 4 13 PM '97

BODDIE GAGNER
 BENTON COUNTY, AUDITOR

AFTER RECORDING RETURN TO:
 WITHERSPOON, KELLEY, DAVENPORT & TOOLE PS
 1100 U.S.BANK BLDG.
 SPOKANE, WA 99201

VOL. 672 PAGE 3702

QUIT CLAIM DEED

THE GRANTOR, ROD BARNETT, ADMINISTRATOR WITH THE WILL ANNEXED OF THE ESTATE OF WALTER E. MCKAY, DECEASED (the "decedent"), Spokane county Probate No. 964011385-6,

for and in consideration of the partial distribution of the decedent's estate, conveys and quit claims to

FARIS ANN PHILLIPS, a married woman as her sole and separate property

the decedent's undivided 50% interest in and to the following described real estate, situated in the County of Benton, State of Washington, including any interest therein which grantor may hereafter acquire:

Lot 1, Block 635, PLAT OF RICHLAND, according to plat thereof, recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington.

Tax Parcel No.: 1-1198-102-0635-001

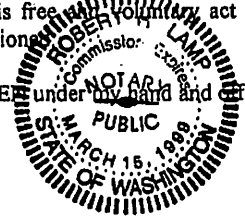
Dated June 23 1997.

Rod Barnett
 ROD BARNETT, Administrator with the Will Annexed of the Estate of Walter E. McKay, Deceased

STATE OF WASHINGTON)
) ss
 County of Spokane)

On this day personally appeared before me ROD BARNETT, to me known to be the individual described in and who executed the within and foregoing instrument as Administrator with the Will Annexed of the Estate of Walter E. McKay, Deceased, and acknowledged that he signed the same as his free and voluntary act and deed, as Administrator, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23 day of June, 1997.



Robert Lamp
 NOTARY PUBLIC in and for the State of Washington, residing at Spokane.
 My commission expires: 3/15/97

Exhibit O

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of March 2014, by and between KARL W. PHILLIPS and FARIS ANN PHILLIPS, Trustees of the Phillips Family Trust dated 02/04/1992 (Seller), and DANNY HOUSTON and KRIS HOUSTON or assigns (Purchaser).

Seller agrees to sell, and Purchaser agrees to purchase, upon the terms and conditions herein specified, all of Seller's interest, but not less than an undivided 3/6th interest, in the following described property in Benton County, State of Washington:

Lot 1, Block 635, Plat of Richland, according to the plat thereof, recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington.

Tax Parcel No. 1-1198-102-0635-001

and commonly known as 924 George Washington Way, Richland, Washington 99352.

1. PURCHASE PRICE. The total purchase price is ONE HUNDRED FORTY-FIVE THOUSAND and No/100 Dollars (\$145,000.00) payable in cash at closing.

2. EARNEST MONEY. Receipt is hereby acknowledged of ONE HUNDRED and No/100 Dollars (\$100.00) delivered as earnest money in part payment of the purchase price for the above described real estate. Earnest money and this Agreement shall be held by Benton Franklin Title for the benefit of the parties hereto.

3. CONTINGENCIES. None.

4. CONDITION OF TITLE. Title is to be free of all encumbrances or defects except for those approved or accepted by Purchaser. Rights reserved in federal patents or state deed, building or use restrictions general to the area, existing easements and encroachments not inconsistent with Purchaser's intended use, and building or zoning regulations or provisions which shall not be deemed encumbrances or defects. Encumbrances to be discharged by Seller may be paid out of purchase money at date of closing.

5. TITLE INSURANCE. Seller shall furnish to Purchaser an American Land Title Association standard form Owner's Policy of Title Insurance in the amount of the purchase price. Seller authorizes closing agent to apply for such title insurance. As soon as reasonably possible Purchaser shall be furnished a preliminary commitment therefore issued by Benton Franklin Title. The title policy to be issued shall contain no exceptions other than those provided in said standard form plus encumbrances or defects noted above. If title is not

REAL ESTATE PURCHASE AND SALE AGREEMENT - 1

so insurable as above provided and cannot be made so insurable by termination date set forth herein, the earnest money shall be refunded and this Agreement shall terminate; provided however, that Purchaser may waive defects in writing and elect to purchase. Purchaser shall be deemed to have accepted the condition of title as shown on any preliminary commitment provided pursuant to this paragraph unless Seller receives written notice of objection within seven (7) days after Purchaser's receipt of the preliminary commitment.

6. CONDITION OF PROPERTY.

a. Real Property Disclosure. Inapplicable pursuant to RCW 64.06.010(4).

b. "As Is" Sale. This is an "as is" sale. Purchaser acknowledges that Purchaser is relying on his own examination and inspection of the physical condition of the property and all matters relating thereto, including, without limitation, matters with respect to taxes, permissible uses, zoning, covenants, conditions and restrictions and all other matters bearing upon the value of the property and the suitability of the property for Purchaser's purposes, and that Purchaser is not relying on any representation of Seller or Seller's agents, and Purchaser expressly waives any claim that is based upon an alleged representation of Seller or Seller's agents. Seller shall have no obligation to make any repairs to the property, and Purchaser shall accept the property in its "as is" condition at closing.

7. RISK OF LOSS. If prior to closing, improvements on said premises shall be destroyed or materially damaged by fire or other casualty, this Agreement at option of Purchaser shall become null and void. If Purchaser elects to continue, all insurance proceeds, if any, shall be payable to Purchaser.

8. CLOSING OF SALE.

a. Time of Closing – Termination Date. The sale shall be closed in the office of the closing agent, within thirty (30) days after preliminary commitment for title insurance policy is delivered showing title insurable, as above provided, but in any event not later than April 30, 2014, upon which date this Agreement shall terminate.

b. Closing Agent. For purposes of this Agreement, "closing agent" shall be Action Closing Experts.

c. Responsibilities of Parties. Purchaser and Seller shall deposit with the closing agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement.

d. Allocation of Closing Costs. Seller shall pay the closing fee, excise tax, title insurance and recording fees.

REAL ESTATE PURCHASE AND SALE AGREEMENT - 2

e. Additional Items to be Paid or Credited. Property tax shall not be prorated and will be paid by Purchaser. Purchaser shall receive credit for 1/6th of any amount due and owing to the City of Richland, Washington for storm-water and sewer and/or any other levy or tax imposed by the City of Richland prior to the date of sale.

f. Form of Conveyance. Conveyance shall be by statutory warranty deed.

9. POSSESSION. Purchaser shall be entitled to possession upon closing.

10. DEFAULT. If either party defaults (that is, fails to perform the acts required of him) in his contractual performance herein, the non-defaulting party may seek specific performance pursuant to the terms of this Agreement, damages, or rescission. If the non-defaulting party seeking damages or rescission is Purchaser, the earnest money, upon demand, shall be refunded. If the non-defaulting party seeking damages or rescission is Seller, the earnest money, upon demand, shall be forfeited.

11. LICENSEE DISCLOSURE. Purchaser is a real estate licensee pursuant to the laws of the State of Washington, although he is buying on his own account in this transaction.

12. ATTORNEY FEES. If either party hereto is required to retain an attorney to enforce any provision of this Agreement, the non-defaulting party shall be entitled to reasonable attorney fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing default.

//

13. INTEGRATION / TIME / MODIFICATION. There are no other verbal or other agreements which modify or affect this Agreement. Time is of the essence of this Agreement. All subsequent modifications or waivers of any condition of this Agreement shall be in writing and signed by the appropriate parties.

SELLER:

PURCHASER:

PHILLIPS FAMILY TRUST

By: Karl W. Phillips, TTEE
KARL PHILLIPS, Trustee

Danny Houston
DANNY HOUSTON

By: Faris Ann Phillips TTEE
FARIS PHILLIPS, Trustee

Kris Houston
KRIS HOUSTON

Address: 27878 Via Sarasate
Mission Viejo, CA.
92692

Address: 206 Broadmoor
Richland, Wa. 99352

Phone: (509)
(949) 462-0530

Phone: (509) 460-4500

1 Everett G. Barry, Jr. (SBN 053119)
2 ebarry@mulvaneybarry.com
3 John H. Stephens (SBN 82971)
4 jstephens@mulvaneybarry.com
5 Toby S. Kovalivker (SBN 234386)
6 tkovalivker@mulvaneybarry.com
7 MULVANEY BARRY BEATTY LINN & MAYERS LLP
8 401 West A Street, 17th Floor
9 San Diego, CA 92101-7994
10 Telephone: 619-238-1010
11 Facsimile: 619-238-1981

12 Attorneys for Permanent Receiver,
13 Thomas C. Hebrank

14 UNITED STATES DISTRICT COURT

15 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

16 SECURITIES AND EXCHANGE
17 COMMISSION,

CASE NO. 2:11-cv-08607-R-DTB

18 Plaintiff,

**DECLARATION OF THOMAS C.
HEBRANK IN SUPPORT OF
MOTION FOR ORDER
APPROVING SALE OF
RICHLAND, WASHINGTON
PROPERTY FREE AND CLEAR
OF LIENS**

19 v.

20 CHARLES P. COPELAND,
21 COPELAND WEALTH
22 MANAGEMENT, A FINANCIAL
23 ADVISORY CORPORATION,
24 AND COPELAND WEALTH
25 MANAGEMENT, A REAL
26 ESTATE CORPORATION,

Date: May 19, 2014
Time: 10:00 a.m.
Dept.: 8, 2nd Floor

27 Defendants.

Judge: Hon. Manuel L. Real

28 I, Thomas C. Hebrank, declare as follows:

1. I am the Court appointed permanent receiver for Copeland Wealth Management, a Financial Advisory Corporation, Copeland Wealth Management, a Real Estate Corporation (“CWM Realty”), and their subsidiaries and affiliates (collectively, the “Receivership Entities”). I have personal knowledge of the facts stated below, and if called as a

MULVANEY BARRY BEATTY LINN & MAYERS
A LIMITED LIABILITY PARTNERSHIP
SEVENTEENTH FLOOR
401 WEST A STREET
SAN DIEGO, CALIFORNIA 92101-7944
TELEPHONE 619 238-1010
FACSIMILE 619 238-1981

1 witness to testify under oath, would do so in a manner consistent with
2 the statements.

3 2. I participated in negotiating the terms of the proposed Real
4 Estate Purchase and Sale Agreement (“Agreement”) between
5 purchasers Danny and Kris Houston (“Purchasers”) and me as the
6 Receiver on behalf CWM Realty, which formerly did business as
7 Copeland Realty, Inc. (“CRI”). A copy of the Agreement is attached
8 hereto as Exhibit 1.

9 3. The Agreement pertains to a one-sixth interest in real
10 property located in Richland, Washington, as specifically described in the
11 Agreement (the “Property”). The interest is held by CRI. The proposed
12 purchase price is \$46,000.00 and another \$2,000.00 would be paid
13 toward the Receivership’s expense for a total of \$48,000.00 for CRI’s
14 interest.

15 4. I have reviewed the Declaration of Dan Houston in Support of
16 Motion for Order Approving Sale of the Property and the exhibits thereto,
17 which provide a chain of title for the Property and for the one-sixth
18 interest held by CRI, which I believe explains accurately how that fraction
19 interest came into existence.

20 5. I also have reviewed the exhibits to Mr. Houston’s declaration
21 and his explanations about the sales prices of the other five-sixths
22 interest that he and his wife, or his family’s trust, either have bought or
23 have contracted to buy. The average purchase price paid for the other
24 one-sixth interests is approximately \$48,500.00, which is not significantly
25 different than the amount to be paid for CRI’s interest. In addition,
26 Purchasers are paying for transfer taxes and tax arrearages so the price
27 to be received for CRI’s interest might be slightly better than the average
28 received by the other sellers.

MULVANEY BARRY BEATTY LINN & MAYERS
A LIMITED LIABILITY PARTNERSHIP
SEVENTEENTH FLOOR
401 WEST A STREET
SAN DIEGO, CALIFORNIA 92101-7944
TELEPHONE 619 238-1010
FACSIMILE 619 238-1981

MULVANEY BARRY BEATTY LINN & MAYERS
A LIMITED LIABILITY PARTNERSHIP
SEVENTEENTH FLOOR
401 WEST A STREET
SAN DIEGO, CALIFORNIA 92101-7944
TELEPHONE 619 238-1010
FACSIMILE 619 238-1981

1 6. I believe the purchase price is fair and reasonable. The
2 Receivership would not likely obtain more if the interest were marketed;
3 however, the Receivership would incur expenses in the process. The
4 sale also can be done without a broker or agent. Consequently, I
5 request that the sale be approved without an over-bid procedure.

6 7. The terms of sale are reasonable as well. The Property is
7 being sold "as is" and I am making no representations or warranties on
8 behalf of CWM Realty and CRI. Title is to be free and clear of
9 encumbrances or defects except those approved or waived by
10 Purchasers. The Receivership has no obligation to remove any
11 disapproved title items, but Purchasers may terminate the agreement if
12 they disapprove any title matters that I do not eliminate. The other terms
13 of sale are summarized as follows:

14 Court Approval: The agreement is contingent upon the Court's
15 approval of Receiver's sale on behalf of CRI and CWM Realty.

16 Purchase Price: \$46,000.00 with an additional \$2,000.00 paid by
17 Purchasers to reduce Receiver's expenses of sale.

18 Closing Date: Within 15 days of Court approval.

19 Commissions: None.

20 8. The above described documents were either created by the
21 Receivership's general counsel with my approval, are records affecting
22 an interest in property that I am informed and believe were maintained in
23 a public office, or are business records made at or near the time
24 indicated on them by, or from information transmitted by a person with
25 knowledge, and kept in the course of a regularly conducted business
26 activity.

27 /////

28 /////

1 I declare under penalty of perjury under the laws of the State of
2 California that the foregoing is true and correct, and that this Declaration
3 was executed on April 14, 2014, at San Diego, California.

4
5 /s/ Thomas C. Hebrank
6 Thomas C. Hebrank
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28 HEBCO.125.528024.1

MULVANEY BARRY BEATTY LINN & MAYERS
A LIMITED LIABILITY PARTNERSHIP
SEVENTEENTH FLOOR
401 WEST A STREET
SAN DIEGO, CALIFORNIA 92101-7944
TELEPHONE 619 238-1010
FACSIMILE 619 238-1981

EXHIBIT 1

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is dated for reference purposes as of April _____, 2014, by and between THOMAS C. HEBRANK, in his capacity as the court-appointed Permanent Receiver for Copeland Wealth Management, a Real Estate Corporation, formerly doing business as Copeland Realty, Inc., a California Corporation and their subsidiaries and affiliates, under Case No. 11-08607 in the United States District Court for the Central District of California, Western Division (Seller), and DANNY HOUSTON and KRIS HOUSTON or assigns (Purchaser).

Seller agrees to sell, and Purchaser agrees to purchase, upon the terms and conditions herein specified, all of Seller's interest in an undivided 1/6th interest in the following described property in Benton County, State of Washington:

Lot 1, Block 635, Plat of Richland, according to the plat thereof, recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington.

Tax Parcel No. 1-1198-102-0635-001

and commonly known as 924 George Washington Way, Richland, Washington 99352.

1. PURCHASE PRICE. The total purchase price is FORTY-SIX THOUSAND and No/100 Dollars (\$46,000.00) payable in cash at closing.

2. RECEIVER'S EXPENSES. Purchaser shall pay an additional TWO THOUSAND and No/100 Dollars (\$2,000.00) payable in cash at closing to reduce the Seller's expenses of sale.

3. EARNEST MONEY. Receipt is hereby acknowledged of ONE HUNDRED and No/100 Dollars (\$100.00) delivered as earnest money in part payment of the purchase price for the above described real estate. Earnest money and this Agreement shall be held by Action Closing Experts for the benefit of the parties hereto.

4. CONTINGENCIES. This agreement is contingent on an order approving the sale of this property by Receiver on behalf of Copland Realty, Inc. or its successor in interest, under Case No. 11-08607 in the United States District Court for the Central District of California, Western Division. The parties shall use best efforts to obtain such court approval within 60 days of the date of this Agreement set forth above. Thereafter, Purchaser may terminate this Agreement by providing written notice to Seller. Seller may terminate based

on this contingency if, after having considered the matter, the Court denies the motion to approve the sale.

5. CONDITION OF TITLE. Title is to be free of all encumbrances or defects except for those approved or accepted by Purchaser. Rights reserved in federal patents or state deed, building or use restrictions general to the area, existing easements and encroachments not inconsistent with Purchaser's intended use, and building or zoning regulations or provisions which shall not be deemed encumbrances or defects. Neither property taxes nor other real estate related assessments levied by quasi-municipal, municipal or state entities shall constitute defects. Encumbrances, if any, that are agreed to be discharged by Seller may be paid out of purchase money at date of closing.

6. TITLE INSURANCE. Seller shall furnish to Purchaser a standard form Owner's Policy of Title Insurance in the amount of the purchase price. However, Seller shall not be responsible for any endorsements or surveys. Seller authorizes closing agent to apply for such title insurance. As soon as reasonably possible Purchaser shall be furnished a preliminary commitment therefore issued by Benton Franklin Title. The title policy to be issued shall contain no exceptions other than those provided in said standard form plus encumbrances or defects noted above and any title matters not removed by Seller and waived by Buyer pursuant to the following procedure:

Buyer shall have ten (10) business days after receipt of the preliminary title report to disapprove any matters shown and to deliver to Seller written notice of disapproval of any matters shown. Seller may within ten (10) business days elect in writing to eliminate such disapproved matters by the close of escrow, provided that Seller shall have no obligation to pay any consideration or incur any expense to eliminate any such disapproved title matters. If Seller does not elect to eliminate any disapproved title matters, Buyer shall have the right to waive its prior disapproval or terminate this Agreement,

If title is not insurable as above provided and cannot be made so insurable by termination date set forth herein, the earnest money shall be refunded and this Agreement shall terminate.

7. CONDITION OF PROPERTY.

- a. Real Property Disclosure. Inapplicable pursuant to RCW 64.06.010(4).
- b. "As Is" Sale. This is an "as is" sale. Purchaser acknowledges that Purchaser is relying on his own examination and inspection of the physical condition of the

property and all matters relating thereto, including, without limitation, matters with respect to taxes, permissible uses, zoning, covenants, conditions and restrictions and all other matters bearing upon the value of the property and the suitability of the property for Purchaser's purposes, and that Purchaser is not relying on any representation of Seller or Seller's agents, and Purchaser expressly waives any claim that is based upon an alleged representation of Seller or Seller's agents. Seller shall have no obligation to make any repairs to the property, and Purchaser shall accept the property in its "as is" condition at closing.

8. RISK OF LOSS. If prior to closing, improvements on said premises shall be destroyed or materially damaged by fire or other casualty, this Agreement at option of Purchaser shall become null and void. If Purchaser elects to continue, all insurance proceeds, if any, shall be payable to Purchaser.

9. CLOSING OF SALE.

a. Time of Closing – Termination Date. The sale shall be closed in the office of the closing agent, within fifteen (15) days after court approval as set forth in Paragraph 3 above.

b. Closing Agent. For purposes of this Agreement, "closing agent" shall be Action Closing Experts.

c. Responsibilities of Parties. Purchaser and Seller shall deposit with the closing agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement.

d. Allocation of Closing Costs. Seller shall pay the cost of a standard owner's policy of title insurance, the recording charges and one-half (1/2) of the escrow costs. Buyer shall pay for all title charges that exceed the cost of a standard policy, including any endorsements and survey costs, any transfer taxes, and one-half (1/2) of the escrow costs.

e. Items to be Prorated, Paid or Credited. Property tax shall not be prorated and will be paid by Purchaser. Purchaser shall receive credit for 1/6th of any amount due and owing to the City of Richland, Washington for storm-water and sewer and/or any other levy or tax imposed by the City of Richland prior to the date of sale. Insurance premiums shall be allocated prorata and based on percentage ownership through closing.

f. Form of Conveyance. Conveyance shall be by quit claim deed.

10. POSSESSION. Purchaser shall be entitled to possession upon closing.

11. DEFAULT. If either party defaults (that is, fails to perform the acts required of him) in his contractual performance herein, the non-defaulting party may seek specific performance pursuant to the terms of this Agreement, damages, or rescission. If the non-defaulting party seeking damages or rescission is Purchaser, the earnest money, upon demand, shall be refunded. If the non-defaulting party seeking damages or rescission is Seller, the earnest money, upon demand, shall be forfeited.

12. LICENSEE DISCLOSURE. Purchaser is a real estate licensee pursuant to the laws of the State of Washington, although he is buying on his own account in this transaction.

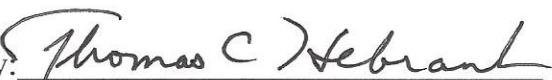
13. ATTORNEY FEES. If either party hereto is required to retain an attorney to enforce any provision of this Agreement, the non-defaulting party shall be entitled to reasonable attorney fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing default.

14. INTEGRATION / TIME / MODIFICATION. There are no other verbal or other agreements which modify or affect this Agreement. Time is of the essence of this Agreement. All subsequent modifications or waivers of any condition of this Agreement shall be in writing and signed by the appropriate parties.

SELLER:

PURCHASER:

COPELAND REALTY, INC.

By: 

THOMAS C. HEBRANK
Permanent Receiver

DANNY HOUSTON

KRIS HOUSTON

Address: 401 West A Street, #1830
San Diego, CA 92101

Address: _____

Phone: (619) 567-7223

Phone: (509) _____

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11. DEFAULT. If either party defaults (that is, fails to perform the acts required of him) in his contractual performance herein, the non-defaulting party may seek specific performance pursuant to the terms of this Agreement, damages, or rescission. If the non-defaulting party seeking damages or rescission is Purchaser, the earnest money, upon demand, shall be refunded. If the non-defaulting party seeking damages or rescission is Seller, the earnest money, upon demand, shall be forfeited.

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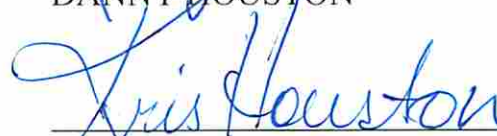
SELLER:

PURCHASER:

COPELAND REALTY, INC.

By: _____
THOMAS C. HEBRANK
Permanent Receiver



DANNY HOUSTON


KRIS HOUSTON

Address: 401 West A Street, #1830
San Diego, CA 92101

Address: 206 Broadmoor
Richland, WA 99352

Phone: (619) 567-7223

Phone: (509) 460-4500

1 Everett G. Barry, Jr. (SBN 053119)
 2 ebarry@mulvaneybarry.com
 3 John H. Stephens (SBN 82971)
 4 jstephens@mulvaneybarry.com
 5 Patrick L. Prindle (SBN 87516)
 6 pprindle@mulvaneybarry.com
 7 MULVANEY BARRY BEATTY LINN & MAYERS LLP
 8 401 West A Street, 17th Floor
 9 San Diego, CA 92101-7994
 10 Telephone: 619-238-1010
 11 Facsimile: 619-238-1981

12 Attorneys for Thomas C. Hebrank,
 13 Permanent Receiver

14 UNITED STATES DISTRICT COURT
 15 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

16 SECURITIES AND EXCHANGE
 17 COMMISSION,
 18 Plaintiff,

19 v.
 20 CHARLES P. COPELAND,
 21 COPELAND WEALTH
 22 MANAGEMENT, A FINANCIAL
 23 ADVISORY CORPORATION,
 24 AND COPELAND WEALTH
 25 MANAGEMENT, A REAL
 26 ESTATE CORPORATION,
 27 Defendants.

CASE NO. 11-cv-08607-R-DTB

**NOTICE OF LODGMENT OF
 ORDER APPROVING MOTION
 FOR ORDER APPROVING SALE
 OF RICHLAND, WASHINGTON,
 PROPERTY FREE AND CLEAR
 OF LIENS**

Date: May 19, 2014
 Time: 10:00 a.m.
 Dept.: 8, 2nd Floor
 Judge: Honorable Manuel L. Real

28 Mulvaney Barry Beatty Linn & Mayers LLP, counsel for Receiver
 Thomas C. Hebrank, hereby lodges **Exhibit "A"** – [Proposed] Order
 Approving Motion For Order Approving Sale of Richland, Washington,
 Property Free and Clear of Liens.

DATED: April 14, 2013

MULVANEY BARRY BEATTY LINN &
 MAYERS LLP

By: /s/ John H. Stephens, Esq.
 John H. Stephens
 Attorneys for Thomas C. Hebrank,
 Permanent Receiver

HEBCO.125.529602.1

Exhibit A

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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

CHARLES P. COPELAND,
COPELAND WEALTH
MANAGEMENT, A FINANCIAL
ADVISORY CORPORATION,
AND COPELAND WEALTH
MANAGEMENT, A REAL
ESTATE CORPORATION,

Defendants.

CASE NO. 2:11-cv-08607-R-DTB

**[PROPOSED] ORDER
APPROVING TENTH AND FINAL
APPLICATION FOR APPROVAL
AND PAYMENT OF FEES AND
COSTS TO THOMAS C.
HEBRANK, AS RECEIVER**

Date: May 19, 2014
Time: 10:00 a.m.
Dept.: 8, 2nd Floor
Judge: Hon. Manuel L. Real

At the above time and date, the Court convened for the purpose of hearing the Tenth and Final Application for Approval and Payment of Fees and Costs to Thomas C. Hebrank, as Receiver (“Application”). The Court, having considered the Application of the Receiver, and any opposition thereto, and good cause appearing therefor,

////

1 IT IS HEREBY ORDERED as follows:

2 1. The Court hereby approves payment to the Receiver of
3 \$29,000.25, in fees, and \$2,124.40, in costs, incurred by the Receiver during
4 the Application Period; and authorizes payment of the fees and costs for a
5 total of \$31,124.65, from available receivership estate assets in Copeland
6 Wealth Management (Copeland Realty); and

7 2. The Court hereby approves payment to the Receiver of
8 \$127,070.53 in previously approved but held back fees from prior Application
9 Periods from available receivership estate assets in Copeland Wealth
10 Management (Copeland Realty).

11 **IT IS SO ORDERED.**

12
13 **Dated:** _____ **Judge, United States District Court**
14

15 Submitted by:

16 MULVANEY BARRY BEATTY LINN & MAYERS LLP
17

18 By: /s/ Everett G. Barry, Jr.
19 Attorneys for Permanent Receiver, Thomas C. Hebrank
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28 HEBCO.100.525616.1

1 Everett G. Barry, Jr. (SBN 053119)
2 ebarry@mulvaneybarry.com
3 John H. Stephens (SBN 82971)
4 jstephens@mulvaneybarry.com
5 Mulvaney Barry Beatty Linn & Mayers LLP
6 401 West A Street, 17th Floor
7 San Diego, CA 92101-7994
8 Telephone: 619-238-1010
9 Facsimile: 619-238-1981

10 Attorneys for Permanent Receiver,
11 Thomas C. Hebrank

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

14 SECURITIES AND EXCHANGE
15 COMMISSION,

16 CASE NO. 11-cv-08607-R-DTB
17 **CERTIFICATE OF SERVICE**

18 Plaintiff,

19 Date: May 19, 2014
20 Time: 10:00 a.m.
21 Crtm: 8, 2nd Floor
22 Judge: Hon. Manuel L. Real

23 v.

24 CHARLES P. COPELAND,
25 COPELAND WEALTH
26 MANAGEMENT, A FINANCIAL
27 ADVISORY CORPORATION,
28 AND COPELAND WEALTH
ESTATE CORPORATION,

Defendants.

1 I, Cindy Jennings, declare that I am over the age of 18 years and not
2 a party to the action. I am employed in the County of San Diego,
3 California, within which county the subject service occurred. My business
4 address is 401 West A Street, 17th Floor, San Diego, California, 92101-
5 7994.

6 On April 18, 2014, I served the following documents:

- 7 **1. NOTICE OF MOTION AND MOTION FOR ORDER APPROVING**
- 8 **SALE OF RICHLAND, WASHINGTON, PROPERTY FREE AND**
- 9 **CLEAR OF LIENS, AND EXHIBIT A [PROPOSED] ORDER;**

MULVANEY BARRY BEATTY LINN & MAYERS
A LIMITED LIABILITY PARTNERSHIP
SEVENTEENTH FLOOR
401 WEST A STREET
SAN DIEGO, CALIFORNIA 92101-7944
TELEPHONE 619 238-1010
FACSIMILE 619 238-1981

MULVANEY BARRY BEATTY LINN & MAYERS
A LIMITED LIABILITY PARTNERSHIP
SEVENTEENTH FLOOR
401 WEST A STREET
SAN DIEGO, CALIFORNIA 92101-7944
TELEPHONE 619 238-1010
FACSIMILE 619 238-1981

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- 2. **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR ORDER APPROVING SALE OF RICHLAND, WASHINGTON, PROPERTY FREE AND CLEAR OF LIENS;**
- 3. **DECLARATION OF DAN HOUSTON IN SUPPORT OF MOTION FOR ORDER APPROVING SALE OF RICHLAND, WASHINGTON, PROPERTY FREE AND CLEAR OF LIENS;**
- 4. **DECLARATION OF THOMAS C. HEBRANK IN SUPPORT OF MOTION FOR ORDER APPROVING SALE OF RICHLAND, WASHINGTON, PROPERTY FREE AND CLEAR OF LIENS;**
- 5. **NOTICE OF LODGMENT OF ORDER APPROVING MOTION FOR ORDER APPROVING SALE OF RICHLAND, WASHINGTON, PROPERTY FREE AND CLEAR OF LIENS, AND EXHIBIT A [PROPOSED] ORDER.**

 X **BY MAIL.** I placed each envelope for collection and mailing following ordinary business practices. I am readily familiar with Mulvaney Barry Beatty Linn & Mayers LLP’s practice for collection and processing correspondence for mailing with the United States Postal Service pursuant to which practice all correspondence will be deposited with the United States Postal Service the same day in the ordinary course of business by placing a true copy of the foregoing document in a separate, sealed envelope with postage fully prepaid, for each addressee named hereafter.

[SEE SERVICE LIST BELOW]

 X **BY ELECTRONIC NOTICE VIA THE ECF SYSTEM.** I electronically filed the documents listed above with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. All Parties are registered ECF users.

 X **FEDERAL.** I hereby certify that I am employed in the office of a member of the Bar of the United States District Court for the Central District of California, Western Division, at whose direction this service was made.

Executed on April 18, 2014, at San Diego, California.

 /s/Cindy Jennings
Cindy Jennings

United States District Court Central District of CA Western Division – Los Angeles
Securities and Exchange Commission v. Charles P. Copeland et al.
Case No. 2:11-cv-08607-R-DTB

SERVICE LIST

Updated: 04/02/14

WEED FAMILY LIVING TRUST C/O CATHY OR STEPHEN WEED 62 RUE JEAN BAPTISTE PIGALLE PARIS FC 75010	MARJORIE HATFIELD LIVING TRUST (PEGGY NEUMANN) 30176 LIVE OAK CANYON RD REDLANDS CA 92373	HOME SAVINGS & LOAN COMPANY COMMERCIAL LOAN DPT. PO BOX 1111 YOUNGSTOWN OH 44501
COLUMBIA GAS OF KENTUCKY PO BOX 742523 CINCINNATI OH 45274-2523	JOSEPH DOTAN 1618 WOODLANDS BEAUMONT OH 92228	OHIO DEPARTMENT OF TAXATION PO BOX 182101 COLUMBUS OH 43218-2101
ONE WEST BANK 888 E WALNUT ST PASADENA CA 91101	LUCKEY CHARITABLE TRUST 8531 GLENDALE RD HESPERIA CA 92345	SUSAN WRIGHT 111 SIERRA VISTA DR REDLANDS CA 92373
MARK J. FURUYA ESQ. 575 ANTON BLVD STE 100 COSTA MESA, CA 92626	TD AMERITRADE FBO DON L. HIGDON IRA 1600 RHODODENDRON #412 FLORENCE OR 97439	GREGORY J. SHERWIN ESQ. FIELDS FEHN & SHERWIN 11755 WILSHIRE BLVD #1500 LOS ANGELES CA 90025-1521
LOUISE COFFMAN 19291 SABAL LAKE DR BOCA RATON FL 33434	KATHI SEEGRIVES 20521 WHITSTONE CIRCLE BEND OR 97702	RICK HIGDON 29107 GUAVA LN BIG PINE KEY FL 33043
KHARI BAKER 27878 VIA SARASATE MISSION VIEJO CA 92692	MARGARITA ESTRADA PEREZ PO BOX 370 CHINO CA 91708	KLAUS & LINDA KUEHN 13138 OAK CREST DR YUCAIPA CA 92399
WELLS FARGO COMMERCIAL MORTGAGE ATTN: KEN MURRAY 1901 HARRISON ST 7TH FLR OAKLAND CA 94612	FLAGSTAR BANK MAIL-STOP W-205-2 5151 CORPORATE DR TROY MI 48098	DEREK ROSCOE C/O NAI ISAAC COMMERCIAL PROP. 771 CORPORATE DR STE 300 LEXINGTON KY 40503
LANDAMERICA ASSESSMENT CORPORATION PO BOX 27567 RICHMOND VA 23261	MARY MARGARET HASY REVOCABLE TRUST 6609 SUMMER TRAIL PLC HIGHLAND CA 92346	JG SERVICE COMPANY 15632 EL PRADO RD CHINO CA 91710
NEAL & RUTH BRICKER FAMILY TRUST 985 S ORANGE GROVE BLVD UNIT 101 PASADENA CA 91105	MELVYN & RUTH ROSS 5401 LIDO SANDS DR NEWPORT BEACH CA 92663	GOLDEN EAGLE INSURANCE PO BOX 84834 SAN DIEGO CA 92186-5834
C-III ASSET MANAGEMENT LLC ATTN: KATHY PATTERSON 5221 N O'CONNOR BLVD STE 600 IRVING TX 75039	SMITH REVOCABLE TRUST LENNA SMITH 38367 CHERRYWOOD DR MURRIETA CA 92562	GEORGE L. FLETCHER JANET G. FLETCHER 1910 COUNTRY CLUB LN REDLANDS CA 92373
WELLS FARGO COMMERCIAL MORTGAGE SERVICING 1901 HARRISON ST 7TH FLR OAKLAND CA 94612	HOME SAVINGS & LOAN ATTN: DAN NY WHITE 275 W FEDERAL ST YOUNGSTOWN OH 44503	COMMONWEALTH OF KENTUCKY OFFICE OF HOUSING, BUILDING & CONST. 101 SEA HERO RD STE 200 FRANKFORT KY 40601-5405
ANDREW J. HALEY, ESQ. GREENWALD PAULY FOSTER & MILLER P.C. 1299 OCEAN AVE STE 400 SANTA MONICA CA 90401-1007	CAROL DOCIS BROKERAGE A/C 18028 W KENWOOD AVE DEVORE CA 92407	CHARLES SCHWAB FBO W.W. EURE JR. MD INC. IRA PO BOX 10065 SAN BERNARDINO CA 92423
NEAL LIVING TRUST 7322 STARBOARD ST CARLSBAD CA 92011	LILLIAN N. FRANKLIN 740 E AVERY ST SAN BERNARDINO CA 92404	BENTON-COLE PROPERTIES INC. 11761 ALMOND CT LOMA LINDA CA 92354
ANH T. NONG & NHON NGUYEN TTEE PEN 209 E SUNSET DR S REDLANDS CA 92373	NGYUEN & NONG PENSION PLAN 209 E SUNSET DR S REDLANDS CA 92373	MURALIGOPAL LIVING TRUST 731 BUCKINGHAM DR REDLANDS CA 92374
NEONATOLOGY MEDICAL GROUP INC. RETIREMENT PLAN 731 BUCKINGHAM DR REDLANDS CA 92374	TD AMERITRADE FBO JOHN KOHUT IRA 6946 OROZCO DR RIVERSIDE CA 92506	W.W. EURE JR. MD INC. DONALD MASON REGISTERED AGENT 8275 DEADWOOD CT REDLANDS CA 92373
BARBARA WHAN 5944 SPOON RD PALM SPRINGS CA 92264-6351	PATRICE A. MILKOVICH 3605 BONITA VERDE DR BONITA CA 91902	VELLORE G. MURALIGOPAL 731 BUCKINGHAM DR REDLANDS CA 92374
ADELE M. HANSEN 6609 SUMMERTRAIL PLC HIGHLAND CA 92346	MANLEY J. LUCKEY 8531 GLENDALE RD HESPERIA CA 92345	JOHN J. KOHUT 6946 OROZCO DR RIVERSIDE CA 92506
ROBERT & GLADYS MITCHELL 11761 ALMOND CT LOMA LINDA CA 92354	PEGGY HATFIELD NEUMANN 30176 LIVE OAK CANYON RD REDLANDS CA 92373	KOHUT FAMILY TRUST 6946 OROZCO DR RIVERSIDE CA 92506
BETTY MARKWARDT 1220 W 4TH ST ANACONDA MT 59711	PEREZ FAMILY SURVIVORS TRUST 13219 PIPELINE AVE CHINO CA 91710	CYNTHIA GILLILAN 39292 OAK GLEN RD YUCAIPA CA 92399
BARBARA Z. STAHR 667 GULL DR BODEGA BAY CA 94923	MARK & BARBARA CARPENTER 35571 SLEEPY HOLLOW RD YUCAIPA CA 92399	PAUL FAMILY TRUST PO BOX 7357 REDLANDS CA 92375

CHARLES SCHWAB FBO MELVYN B. ROTH IRA 5401 LIDO SANDS DR NEWPORT BEACH CA 92663-2204	WAYLAND W. EURE JR. MD / FBO W.W. EURE JR. MD INC. IRA 8275 DEADWOOD CT REDLANDS CA 92373	CHARLES SCHWAB FBO ROBERT HOWARD IRA 502 AVENIDA LA COSTA SAN CLEMENTE CA 92672
LNR (LOAN SERVICER) ATTN: JORGE RODRIGUEZ 1601 WASHINGTON AVE 7TH FLR MIAMI FL 33139	DIVISION OF REVENUE LEXINGTON-FAYETTE URBAN CNTY GOVT PO BOX 14058 LEXINGTON KY 40512	DAN BAKER C/O JONATHAN L. GEBALLE ESQ. 11 BROADWAY STE 615 NEW YORK NY 10004
CAROL P. LOWE 1837 ONDA DR CAMARILLO CA 93010	PETERSON REVOCABLE LIVING TRUST 11075 BENTON ST APT 224 LOMA LINDA CA 92354	J. JAY & THERESA WHAN 30660 SUSAN DR CATHEDRAL CITY CA 92234
CHARLES GREY 63 TURNBURY LN IRVINE CA 92620	PINKNER FAMILY TRUST 279 GREEN MOUNTAIN PALM DESERT CA 92211	GLENN GOODWIN TRUST PO BOX 735 SKYFOREST CA 92385
RICHARD NEAL 7322 STARBOARD ST CARLSBAD CA 92011	RON MITCHELL 12033 FOURTH ST YUCAIPA CA 92399	C & R ASPHALT PO BOX 8201 LEXINGTON KY 40533-8201
DONNA WOOLEY 12721 COLUMBIA AVE YUCAIPA CA 92399	SAMUEL D. GREGORY 4432 STRONG ST RIVERSIDE CA 92501	CATHY BURGESS INTERIORS 155 E MAIN ST STE 102 LEXINGTON KY 40507
WILLIAM F DAVIS RE: FLOYD N. ANDERSEN HIGHWAY 111 #9-472 LA QUINTA CA 92253	CHARLES SCHWAB FBO MELVYN ROSS ROTH IRA 5401 LIDO SANDS DR NEWPORT BEACH CA 92663	ROBERT H. ZIPRICK ESQ. ZIPRICK & CRAMER LLP 707 BROOKSIDE AVE REDLANDS CA 92373
BONNIE KILMER 5120 BRECKENRIDGE AVE BANNING CA 92220	SCHACHTEL FAMILY TRUST 6 STRAUSS TERRACE RANCHO MIRAGE CA 92270	SCOTT D. SHOWLER, ESQ. 1839 COMMERCENTER W SAN BERNARDINO, CA 92408
PERRY DAMIANI 16127 KASOTA RD STE 105 APPLE VALLEY CA 92307	STEELE FAMILY TRUST 26858 CALLE REAL CAPISTRANO BEACH CA 92624	BILZIN SUMBERG BAENA PRICE AXELROD 1450 BRICKELL AVE STE 2300 MIAMI FL 33131-3456
BEN-TEL SERVICE B.W. BLANTON, JR. 4001 PALMETTO SPRINGS WAY LEXINGTON KY 40513-1603	CHARLES SCHWAB FBO IRENA SNIĘCINSKI IRA PO BOX 161680 BIG SKY MT 59716-1680	BEN PEREZ, PHILIP PEREZ AND MICHAEL PEREZ 13245 VICTORIA ST RANCHO CUCAMONGA CA 91739
SCOTT SHOWLER, ATTORNEY AT LAW 1839 COMMERCENTER W SAN BERNARDINO CA 92408	TABER FAMILY TRUST 1475 CRESTVIEW RD REDLANDS CA 92374	FEDERAL EXPRESS PO BOX 7221 PASADENA CA 91109-7321
GEOFFREY A. GARDINER 11535 ACACIA ST LOMA LINDA CA 92354	JENNIFER SMITH 38367 CHERRYWOOD DR MURRIETA CA 92562	FRANCHISE TAX BOARD PO BOX 942857 SACRAMENTO CA 94257-0601
FRED & JOYCE DIMMITT 321 MYRTLEWOOD DR CALIMESA CA 92320	RHONDA DEAN 2172 CLARK AVE COTTAGE GROVE OR 97424	GOODWIN & ASSOCIATES 1175 IDAHO ST STE 201 REDLANDS CA 92374
CHARLES SCHWAB FBO JANET IHDE IRA 35-800 BOB HOPE DR STE 225 RANCHO MIRAGE CA 92270	TD AMERITRADE FBO BETTY MARKWARDT IRA 1220 W 4TH ST ANACONDA MT 59711	LINDA KEY MNJ KEY CORPORATION PO BOX 3655 SAN DIEGO CA 92163-3655
NORTH CAROLINA DEPT OF REVENUE PO BOX 25000 RALEIGH NC 27640-0645	ROBERT R. & ELAYNE ALLEN ROUTE 2 BOX 284 ELLINGTON MO 63638	PARACORP DBA PARASEC PO BOX 160568 SACRAMENTO CA 95816-0568
CHARLES SCHWAB FBO KIRK HOWARD ROTH IRA 1648 WOODLANDS RD BEAUMONT CA 92223	CHARLES SCHWAB FBO ALBERT IRA 232 ANITA CT REDLANDS CA 92373	TD AMERITRADE FBO STEVEN IRA 14424 GREENPOINT LN HUNTERSVILLE NC 28078
CHARLES SCHWAB FBO LEONARD F. NEUMANN IRA 30176 LIVE OAK CANYON RD REDLANDS CA 92373	CHARLES SCHWAB FBO JANET K. IHDE IRA PO BOX 2131 PALM SPRINGS CA 92263	TD AMERITRADE FBO HORACE DILLOW IRA 1343 CRESTVIEW RD REDLANDS CA 92374
MARIA PEREZ 1364 AURORA LN SAN BERNARDINO CA 92408	SANDRA AND PERRY HAYES 111 E SUNSET DR S REDLANDS CA 92373	PREMIUM ASSIGNMENT CORPORATION PO BOX 3100 TALLAHASSEE FL 32315-3100
CHARLES SCHWAB FBO ANGELA ELLINGSON IRA 1155 DYSART DR BANNING CA 92220	TD AMERITRADE FBO JOSEPH DOTAN IRA 1618 WOODLANDS RD BEAUMONT CA 92223	CHARLES SCHWAB FBO JANET IHDE IRA PO BOX 2131 PALM SPRINGS CA 92263
CHARLES SCHWAB FBO HAROLD RACINE IRA 1408 S CENTER ST REDLANDS CA 92373	TD AMERITRADE FBO EDDIE DOTAN ROLLOVER IRA 20 FAIRLEE TERRACE WABAN MA 02468	THE MATTACOLA LAW FIRM 217 N WASHINGTON ST PO BOX 725 ROME NY 13442-0725
THE BORK FAMILY TRUST 24968 LAWTON AVE LOMA LINDA CA 92357	STAHR LIVING TRUST 667 GULL DR BODEGA BAY CA 94923	THE GOODWIN INSURANCE AGENCY PO BOX 1897 REDLANDS CA 92373
CHARLES SCHWAB FBO DONALD I. PETERSON IRA ROLLOVER 11075 BENTON ST APT 224 LOMA LINDA CA 92354	CHARLES SCHWAB FBO MELVYN ROSS ROTH IRA 5401 LIDO SANDS DR NEWPORT BEACH CA 92663	CHARLES SCHWAB FBO KIRK HOWARD IRA 1648 WOODLANDS RD BEAUMONT CA 92223
WRIGHT FAMILY LIVING TRUST 111 SIERRA VISTA DR REDLANDS CA 92373	STEWART R. WRIGHT 111 SIERRA VISTA DR REDLANDS CA 92373	WATERSTONE ASSET MANAGEMENT 8720 RED OAK BLVD STE 300 CHARLOTTE NC 28217

MOUND INVESTMENTS ATTN: RHONDA WELDAY 34124 FREEDOM RD FARMINGTON MI 48335	TD AMERITRADE FBO CHARLES GREY IRA 63 TURNBURY LN IRVINE CA 92620	TD AMERITRADE FBO EHUD DOTAN IRA 20 FAIRLEE TERRACE WABAN WA 02468
UNITED STATES TREASURY 290 N D ST SAN BERNARDINO CA 92401-9964	ZIILCH FAMILY TRUST 667 GULL DR BODEGA BAY CA 94923	JUDY BACA 1001 W BALBOA BLVD NEWPORT BEACH CA 92661
CHARLES SCHWAB FBO KARL PHILLIPS ROTH IRA 27878 VIA SARASATE MISSION VIEJO CA 92692	TD AMERITRADE FBO STEPHEN WEISS IRA ROLLOVER 109 MIDLAND RD. CHARLESTOWN RI 02813	ALFONSO L. POIRE, ESQ. GAW, VAN MALE, 1411 OLIVER RD STE 300 FAIRFIELD, CA 94534
HIGGS BENJAMIN 101 W FRIENDLY AVE STE 500 GREENSBORO NC 27401	TD AMERITRADE FBO JILL MEADER IRA 27250 NICOLAS RD APT A231 TEMECULA CA 92591	ROBERT & ENID MCCOLLOCH 5520 APPLE ORCHARD LN RIVERSIDE CA 92506
JACOBSON TRUST 384 MESA VERDE PARK BEAUMONT CA 92223	WILLIAM & MARION CONLEY 376 FRANKLIN AVE REDLANDS CA 92373	AMERICAN WEST PROPERTIES INC. PO BOX 1299 LAKE FOREST CA 92609
CHRISTI C. HIGDON 11331 SUNDANCE LN BOCA RATON FL 33428	ZIILCH BYPASS TRUST 667 GULL DR BODEGA BAY CA 94923	BRUNICK, MCELHANEY & BECKETT 1839 COMMERCENTER W SAN BERNARDINO, CA 92408
CHARLES SCHWAB FBO RICHARD PAUL BLANDFORD ROTH IRA 7838 VALMONT ST HIGHLAND CA 92346	LOUIS G. FOURNIER III THE SUTTON COMPANIES 525 PLUM ST STE 100 SYRACUSE NY 13204	JAMES R. FORBES, ESQ. GAW, VAN MALE, APC 1411 OLIVER RD STE 300 FAIRFIELD, CA 94534
CLEM M. MCCOLLOCH TRUST 5520 APPLE ORCHARD LN RIVERSIDE CA 92506	CLMG CORP. PO BOX 55278 BOSTON MA 02205-5278	CHARLES & MILDRED GREY 63 TURNBURY LN IRVINE CA 92620-0244
CHRISTINE COFFMAN 11331 SUNDANCE LN BOCA RATON FL 33428	DAVID ZIILCH TRUST 941 KENSINGTON DR REDLANDS CA 92374	CYNTHIA HEALY 2560 GORDEN RD. STE 201-A MONTEREY CA 93942
CINQUE FAMILY TRUST 36261 CHAPARRAL CT YUCAIPA CA 92399	THOMAS PHILLIPS 1582 HUCKLEBERRY LN SAN LUIS OBISPO CA 93401	ONEWEST BANK 390 WEST VALLEY PKWY ESCONDIDO CA 92025-2635
JAMES R. WATSON MD INC. PROFIT SHARING PLAN 259 TERRACINA BLVD REDLANDS CA 92373	ROLLIE A. PETERSON ESQ. PETERSON & KELL 2377 GOLD MEADOW WAY STE 280 GOLD RIVER CA 95670	STATE OF MICHIGAN C/O MICHIGAN DEPT. OF TREASURY DEPT. 77003 DETROIT MI 48277-0003
DON KENT RIVERSIDE COUNTY TREASURER PO BOX 12010 RIVERSIDE CA 92502-2210	TD AMERITRADE FBO DALLAS STAHR IRA 667 GULL DR BODEGA BAY CA 94923	MOUNT INVESTMENT LIMITED PARTNERSHIP C/O HERITIER NANCE & SMOTHERS, P.C. 2150 BUTTERFIELD STE 250 TROY MI 48084
DAVID CONSTON 417 CHINO CANYON PALM SPRINGS CA 92262	THOMAS N. JACOBSON, ESQ. 1650 IOWA AVE STE 190 RIVERSIDE, CA 92507	WESSELING & BRACKERMANN 6439 28TH AVE HUDSONVILLE MI 49426
DUSTY BRICKER 7002 KENNEDY BOULEVARD E APT 22F WEST NEW YORK NJ 07093-4921	DOROTHY ZIILCH 667 GULL DR BODEGA BAY CA 94923	ACE RESTORATION & WATERPROOFING INC. 620 E WALNUT AVE FULLERTON CA 92831
DIANA M. WEED 1339 WALLACH PLC NW WASHINGTON DC 20009	THE PETERSON REVOCABLE LIVING TRUST 11075 BENTON ST APT 224 LOMA LINDA CA 92354	CHAMPION ROOF COMPANY 2233 MARTIN ST STE 202 IRVINE CA 92612
DOTAN FAMILY TRUST 1618 WOODLANDS BEAUMONT CA 92228	JUDY RACINE 1408 S CENTER ST REDLANDS CA 92373	CLUB RESOURCE GROUP 25520 SCHULTE CT TRACY CA 95377
ELENA NIZZIA 1155 DYSART DR BANNING CA 92220	WILLIAM R. & JANICE L. STEELE 26858 CALLE REAL CAPISTRANO BEACH CA 92624	ELIZABETH BRANSON PO BOX 911 LOMA LINDA CA 92354
EARL R. SCHAMEHORN JR. 1721 VALLEY FALLS AVE REDLANDS CA 92374	TIMOTHY C. WEED 133 E PALM LN REDLANDS CA 92373	WILLIAM R. & JANICE L. STEELE 26858 CALLE REAL CAPISTRANO BEACH CA 92624
EDDIE & JAMIE DOTAN 20 FAIRLEE TERRACE WABAN MA 02468	NORMAN & LOIS SMITH 36135 GOLDEN GATE DR YUCAIPA CA 92399	MICHIGAN DEPT OF TREASURY PO BOX 30774 LANSING MI 48909-8274
GORDON & MYRA PETERSON 118 EDGE MONT DR REDLANDS CA 92373	BRIAN & SHARI BRANSON 2161 SUNSET CT COLTON CA 92324-9541	LOCKE & LORD 111 S WACKER DRIVE CHICAGO IL 60606
PHILLIP WANG DUANE MORRIS LLP ONE MARKET PLAZA SPEAR TOWER STE 2200 SAN FRANCISCO CA 94105-1127	CHARLES SCHWAB FBO JANET IHDE 74-785 HWY 111 WALL ST W BLDG #102 INDIAN WELLS CA 92210	MIDLAND LOAN SERVICES PNC BANK LOCKBOX LOCKBOX NUMBER 771223 1223 SOLUTIONS CENTER CHICAGO IL 60677-1002
FRED & ELAINE HOLLAUS 1096 DEER CLOVER WAY CASTLE PINES CO 80108-8271	DAVID HOLDEN 555 W REDLANDS BLVD REDLANDS CA 92373	MICHAEL T. O'CALLAGHAN ESQ. 80 S LAKE AVE STE 860 PASADENA CA 91101-5913
JAMES POWELL PO BOX 294 JOSHUA TREE CA 92252-0294	CHRIS CONDON 1334 SUSAN AVE REDLANDS CA 92374	SPILMAN THOMAS & BATTLE, PLLC 110 OAKWOOD DRIVE STE 500 WINSTON-SALEM NC 27103
JEAN SEYDA 168 LAKESHORE DR RANCHO MIRAGE CA 92270	MARK EDWARDS PO BOX 9058 REDLANDS CA 92346	CORNERSTONE LANE SURVEYING COMPANY 958 TEMESCAL CIRCLE CORONA CA 92879
HENRY W. SHELTON 805 NOTTINGHAM DR REDLANDS CA 92373	SIMPLEXGRINNELL DEPT CH 10320 PALATINE IL 60055-0320	WATERTIGHT PLUMBING, INC. 16462 GOTHARD ST STE 202 HUNTINGTON BEACH CA 92647

JESSIE COLEEN BIRCH REVOCABLE TRUST 1948 CAVE ST REDLANDS CA 92374	FRANK QUINLAN 895 DOVE ST 5TH FLR NEWPORT BEACH CA 92660	ELROD FENCE COMPANY 6459 MISSION BLVD RIVERSIDE CA 92509
JILL A. MEADER REVOCABLE TRUST 27250 NICOLAS RD APT A231 TEMECULA CA 92591	JOY ATIGA 12925 HILARY WAY REDLANDS CA 92373	EMC INSURANCE COMPANIES PO BOX 219225 KANSAS CITY MO 64121-9225
HU TONGS INC. 16127 KASOTA RD STE 105 APPLE VALLEY CA 92307	B.B.D. CLEANING SERVICE & SOLUTIONS 1808 COSTIGAN DRIVE LEXINGTON KY 40511-1309	INNOVATIVE ELECTRIC & CONSULTING INC. 18355 HIBISCUS AVE RIVERSIDE CA 92508
JRT REVOCABLE TRUST JON TAYLOR TRUSTEE PO BOX 681 CALIMESA CA 92320	KEYSTONE MORTGAGE CORPORATION ATTN: LOAN SERVICING DEPT. 360 N SEPULVEDA BLVD STE EL SEGUNDO CA 90245	SPILLMAN THOMAOS & BATTLE 300 KANAWHA BLVD E PO BOX 273 CHARLESTON WV 25321-00273
KASOTA GROUP 279 GREEN MOUNTAIN PALM DESERT CA 92211	JOHN COOMBE 5 FIRST AMERICAN WAY 4TH FLR SANTA ANA CA 92707	KARL SCHAMEHORN 1005 HAMLIN PLC REDLANDS CA 92373
JAMES P. GERRARD 1562 LISA LN REDLANDS CA 92374	MIRAGE DEVELOPERS, INC. 121 S PALM CANYON DR #208 PALM SPRINGS CA 92262	DUSTY BRICKER 7002 KENNEDY BLVD E APT 22F WEST NEW YORK NY 07093-4921
KATHLEEN R. WRIGHT 3605 BONITA VERDE DR BONITA CA 91902	DAVID BALDRIDGE 1717 CHAPARRALL #2 REDLANDS CA 92373	REP - REAL ESTATE PARTNERS 2569 MCCABE WAY 2ND FLOOR IRVINE CA 92614
KATIE HERNANDEZ PO BOX 8874 REDLANDS CA 92375	SUZANE L. BRICKER 1444 W 11TH ST UPLAND CA 91786	RIVERSIDE PUBLIC UTILITIES 3900 MAIN ST RIVERSIDE CA 92522-0144
ROBERT CASADY 14047 PAMLICO RD APPLE VALLEY CA 92307	KLAUS K.A. KUEHN 3404 BEVERLY DR SAN BERNARDINO CA 92405	ISAAC COMMERCIAL PROPERTIES 771 CORPORATE DRIVE STE 30 LEXINGTON KY 40555-5066
JON J. WHAN 30660 SUSAN DR CATHEDRAL CITY CA 92234	MICHIGAN DEPARTMENT OF TREASURY PO BOX 30113 LANSING MI 48909	AJ HORNE ELECTRIC COMPANY 1200 S BROADWAY STE 105 LEXINGTON KY 40504
JOE PINKNER 279 GREEN MOUNTAIN PALM DESERT CA 92211	LESLIE G. LAYBOURNE 11050 BRYANT ST SPACE 276 YUCAIPA CA 92399	ADT SECURITY SERVICES INC. PO BOX 371967 PITTSBURGH PA 15250-7967
LEONARD F. NEUMANN 30176 LIVE OAK CANYON RD REDLANDS CA 92373	HIGDON REVOCABLE TRUST 29107 GUAVA LN BIG PINE KEY FL 33043	AETNA BUILDING MAINTENANCE PO BOX 636290 CINCINNATI OH 45263-6290
FATCO NAT'L COMMERCIAL SRVCS ATTN: A/R DEPT. 5 FIRST AMERICAN WAY SANTA ANA CA 92707	CHARLES P. COPELAND COPELAND GROUP 25884 BUSINESS CENTER DR STE B REDLANDS CA 92374-4516	ALLIED WASTE SERVICES #922 SACRAMENTO PO BOX 78030 PHOENIX AZ 85062-8030
VELLORE G. MURALIGOPAL MURALIGOPAL LIVING TRUST C/O ALFONSO L. POIRÉ GAW VAN MALE 1411 OLIVER RD STE 300 FAIRFIELD, CA 94534	LYNCH BYPASS TRUST LYNCH LIFETIME TRUST C/O DAVID R. MOORE MOORE & SKILJAN 7700 EL CAMINO REAL STE 207 CARLSBAD CA 92009	GEORGE L. FLETCHER/JANET G. FLETCHER C/O CHRISTOPHER A. SHUMATE ALBREKTSON LAW OFFICES 1801 ORANGE TREE LN STE 230 REDLANDS CA 92374-4587
PAMELA WACHTER MCAFEE NELSON MULLINS RILEY & SCARBOROUGH GLENLAKE ONE STE 200 4140 PARKLAKE AVE RALEIGH NC 27612	MICHAEL S. LEIB MADDIN HAUSER WARTELL ROTH & HELLER THIRD FLR ESSEX CENTRE 28400 NORTHWESTERN HIGHWAY SOUTHFIELD MI 48034-8004	HAROLD RAUNE RICHARD D. MCCUNE JR. MCCUNE WRIGHT LLP 2068 ORANGE TREE LN STE 216 REDLANDS CA 92374
GREGORY GLENN GLENN CONSERVATORSHIP CYNTHIA HEALY PO BOX 4037 MONTEREY CA 93942	A J HORNE ELECTRIC COMPANY C/O GOLDBERG & BLOOM, INC. ATTN: ROBIN BLOOM 4750 N HIATUS RD. FORT LAUDERDALE FL 33351	DAVID RAPP, PRESIDENT DESERT COMMERCIAL PROPERTY MANAGEMENT PO BOX 2367 RANCHO MIRAGE CA 92270
GEORGE L. FLETCHER/JANET G. FLETCHER TRUSTEES OF THE FLETCHER TRUST DATED FEBRUARY 26 2010 1910 COUNTRY CLUB LN REDLANDS CA 92373	DANA LEIGH OZOLS ESQ. ATTYS TO FINANCIAL SERVICES INDUSTRY 25650 CROSS CREEK DR STE F YORBA LINDA, CA 92887	WILLIAM & DOLORES MCDONALD C/O DEBRA B. GERVAIS LAW OFFICE OF DEBRA B. GERVAIS 302 W S AVE REDLANDS CA 92373
DR JOHN KOHUT / JOANN KOHUT / KOHUT FAMILY TRUST / JOHN J. KOHUT / FBO JOHN KOHUT IRA C/O LISA TORRES ESQ. GATES O'DOHERTY GONTER & GUY 15373 INNOVATION DR STE 170 SAN DIEGO CA 92128	DAVIS H. ELLIOT CONSTRUCTION CO., INC. PO BOX 37251 BALTIMORE MD 21297-3251	OHIO TREASURER OF STATE PO BOX 181140 COLUMBUS OH 43218-1140
WAYLAND W. EURE JR. MD / FBO W.W. EURE JR. MD INC. IRA 8275 DEADWOOD CT REDLANDS CA 92373		

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