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9 Attorneys for Permanent Receiver
10 Thomas C. Hebrank

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

13 SECURITIES AND EXCHANGE
14 COMMISSION,

15 Plaintiff,

16 v.

17 CHARLES P. COPELAND,
18 COPELAND WEALTH
19 MANAGEMENT, A FINANCIAL
20 ADVISORY CORPORATION,
21 AND COPELAND WEALTH
22 MANAGEMENT, A REAL ESTATE
23 CORPORATION,

24 Defendants.

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

**NOTICE OF MOTION AND
MOTION FOR AN ORDER: (A)
DIRECTING THE DISTRIBUTION
OF FUNDS HELD IN ESCROW
ACCOUNT; (B) DIRECTING THE
RETURN OF FUNDS BY
LENDER; AND, (C) DIRECTING
PAYMENT BY LENDER OF
ATTORNEY'S FEES**

DATE: March 18, 2013
TIME: 10:00 a.m.
DEPT. 8, 2nd Floor

Judge: Hon. Manuel L. Real

TO ALL INTERESTED PARTIES:

PLEASE TAKE NOTICE that on March 18, 2013, at 10:00 a.m., in
Department 8 of the above-entitled Court located at 312 North Spring
Street, Los Angeles, California 90012-4701, a hearing will be held on the
motion of Thomas C. Hebrank ("Receiver"), Court-appointed permanent
receiver for Copeland Wealth Management, A Financial Advisory

1 Corporation, and Copeland Wealth Management, A Real Estate
 2 Corporation, and their subsidiaries and affiliates, for an Order (A)
 3 Directing the Distribution of Funds in Escrow Account; (B) Directing the
 4 Return of Funds by Lender; and, (C) Directing Payment by Lender of
 5 Receiver's Attorney's Fees (the "Motion").

6 The Motion is based on the Memorandum of Points and
 7 Authorities, and the Declarations of Stephen Bolles and John H.
 8 Stephens filed herewith, and the exhibits referred to therein. The Motion
 9 and supporting papers are available at the Receiver's website,
 10 <http://www.ethreadvisors.com>, or may be reviewed at the Clerk's Office
 11 during normal business hours 312 North Spring Street, Los Angeles,
 12 California 90012-4701.

13 **Procedural Requirements:** If you oppose this Motion, you are
 14 required to file your written opposition with the Office of the Clerk, United
 15 States District Court, 312 North Spring Street, Los Angeles, California
 16 90012-4701 and serve the same on the undersigned not later than
 17 fourteen (14) calendar days prior to the hearing.

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

21 **Requested Relief:** The relief requested is discussed in detail in
 22 the Memorandum of Points and Authorities. To summarize, the Receiver
 23 requests an order directing the distribution to him of approximately
 24 \$582,114.36 that is part of the proceeds generated by sale of the
 25 receivership entity Copeland Properties 18, LP, which is now held in
 26 escrow because the lender claims it is "default interest" and otherwise,
 27 refused to allow escrow to close. The lender already has been fully paid
 28

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

By: /s/ John H. Stephens
 Everett G. Barry, Jr.
 John H. Stephens
 Patrick L. Prindle
 Attorneys for Receiver
 Thomas C. Hebrank

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EXHIBIT A

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6
7
8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION
10

11 SECURITIES AND EXCHANGE
12 COMMISSION,

13 Plaintiff,

14 v.

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

22 Defendants.

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

**[PROPOSED] ORDER (A)
DIRECTING DISTRIBUTION OF
FUNDS HELD IN ESCROW
ACCOUNT; (B) DIRECTING THE
RETURN OF FUNDS BY
LENDER; AND (C) DIRECTING
PAYMENT BY LENDER OF
RECEIVER'S ATTORNEY'S FEES**

DATE: March 18, 2013

TIME: 10:00 a.m.

DEPT. 8, 2nd Floor

Judge: Hon. Manuel L. Real

23 The Court having considered the Motion of Thomas C. Hebrank
24 ("Receiver"), Court-appointed permanent receiver for Copeland Wealth
25 Management, a Financial Advisory Corporation and Copeland Wealth
26 Management, a Real Estate Corporation and their subsidiaries and
27 affiliates, for an Order (A) Directing the Distribution of Funds Held in
28 Escrow Account; (B) Directing the Return of Funds by Lender; and (C)

Directing Payment by Lender of Receiver's Attorney's Fees, and all papers in support of and opposition to the Motion, and good cause appearing therefor, hereby orders as follows:

1. The Motion is granted;
2. Escrow holding funds in the amount of \$597,114.36, shall distribute such funds, plus any accrued interest, to Receiver;
3. Lender SBMS 2000-C3 Landmark Center, LLC ("Lender"), shall pay to Receiver funds previously received by Lender in the amount of \$106,429.17, plus any accrued interest;
4. Lender shall pay to Receiver, as Receiver's attorney's fees, the amount of \$15,000.00;
5. All payments shall be made within 10 days after entry of this Order.

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

HEBCO.124.352485.1

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Attorneys for Permanent Receiver
Thomas C. Hebrank

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

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR ORDER (A)
DIRECTING DISTRIBUTION OF
FUNDS IN ESCROW ACCOUNT;
(B) DIRECTING THE RETURN OF
FUNDS BY LENDER; AND (C)
DIRECTING PAYMENT BY
LENDER OF ATTORNEY'S FEES**

DATE: March 18, 2013
TIME: 10:00 a.m.
DEPT. 8, 2nd Floor

Judge: Hon. Manuel L. Real

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TABLE OF AUTHORITIES

Cases

<i>Great W. Bank & Trust v. Entz-White Lumber and Supply, Inc. (In re Entz-White Lumber and Supply, Inc.)</i> , 850 F.2d 1338 (9th Cir. 1988).....	12, 13
<i>Securities and Exchange Commission v. Basis Energy & Affiliated Resources, Inc.</i> , 273 F.3d 657 (6 th Cir. 2001)	13

Federal Statutory Authority

15 U.S.C. §§ 77t(b), 77t(d)(1) & 77v(a)	11
15 U.S.C. §§ 78(u)(d)(1), 78u(d)(3)(A), 78u(e), 78aa(a).....	11
15 U.S.C. §§ 80b-9(d), 80b-9(e)(1) & 80b-14(a)	11

1 Thomas C. Hebrank ("Receiver"), permanent receiver for Copeland
2 Wealth Management, a Financial Advisory Corporation, and Copeland
3 Wealth Management, a Real Estate Corporation, and their subsidiaries
4 and affiliates ("Receivership Entities"), submits this Memorandum in
5 Support of his Motion for Order (A) Directing the Distribution of Funds in
6 Escrow Account; (B) Directing the Return of Funds by Lender; and (C)
7 Directing Payment by Lender of Attorney's Fees ("Motion").

8 I.

9 **INTRODUCTION**

10 This Motion has been forced by a recalcitrant lender that refused to
11 cooperate in the court-order sale of receivership property. The Court
12 previously granted Receiver's motion for an order approving the sale of
13 property ("Property") owned by Copeland Properties 18, LP ("CP18") free
14 and clear of liens (the "Sale Order"). The order authorized Receiver to
15 pay certain liens from the sales proceeds, including the lien of secured
16 lender SBMS 2000-C3 Landmark Center, LLC ("Lender"), and Lender
17 was granted the right, if necessary, to bring a motion for the Court to
18 determine the proper amount of the lien. [Dkt. No. 126.] In short, the
19 Sale Order contemplates that the Receiver would pay Lender's
20 undisputed lien amount through escrow, and if Lender disputed the lien
21 payoff, it could bring a motion after escrow closed.

22 *That is not what happened.* Instead, Lender informed escrow that
23 its counsel would have to pre-approve any payoff amount, and refused to
24 release its deed of trust, which was required by the title company to
25 close escrow, unless the Receiver left \$582,114.36 of disputed "default
26 interest" in escrow, together with \$15,000 of "additional attorney's fees."
27 Lender also demanded another \$106,429.17 of "third party expenses" to
28

1 be paid directly out of escrow despite the Sale Order and without even
2 providing backup documentation for the expenses, which includes
3 Lender's other attorney's fees of \$96,640.42. Lender forced two
4 additional agreements, one to document the take-it-or-leave-it conditions
5 of allowing escrow to close (the "Lender's Coercive Agreement"), and
6 another to create a second escrow to hold the disputed "default interest"
7 and "additional attorney's fees (the "Unnecessary Escrow Agreement").

8 Receiver had to accept these adhesion contracts or risk losing the
9 buyer in a sale that has netted the Receivership \$2,411,637.74 so far.
10 Meanwhile, Lender already has been paid the balance of its note and
11 interest totaling \$5,137,812.62, and it received \$106,429.17 in "third party
12 expenses." Now, it wants all or part of the "default interest" and
13 "additional attorney's fees." Lender shook down the Receiver and,
14 because Receiver is the Court's agent, Lender shook down the Court
15 itself.

16 Despite numerous requests, Lender failed and refused to provide
17 back-up documents for its purported third party expenses or the loan
18 history so Receiver could confirm the loan payoff amount. Existing
19 records indicate that Lender has been paid in full for all note payments.
20 In addition, the "default letter," that Lender claims to have sent CP18,
21 was defective in claiming that note payments were not made. More to
22 that, when the underlying loan matured, Lender started collecting rent
23 from CP18's tenant in amounts that far exceeded the monthly note
24 payments, and has failed to account for the excess. Starved of rental
25 revenue, CP18 filed for bankruptcy, which was pending when Receiver
26 assumed control and negotiated a dismissal of the bankruptcy
27 proceeding. During CP18's bankruptcy and at all times while Receiver
28

1 controlled the Property, note payments were made to Lender. Now the
2 full amount of the note has been paid too.

3 Receiver asks the Court to nullify Lender's Coercive Agreement
4 and the Unnecessary Escrow Agreement, as adhesion contracts and
5 contrary to the Court's Sale Order. Receiver further asks the Court to
6 order: 1) distribution to him of the so-called default interest of
7 \$582,114.36, and Lender's additional legal fees of \$15,000.00, plus
8 interest, which is now held in escrow; 2) Lender to return the purported
9 third party expenses of \$106,429.17, plus interest; 3) Lender to pay
10 Receiver's attorney's fees of \$15,000; and 4) such other relief as the
11 Court deems appropriate considering Lender's conduct.

12 II.

13 PROCEDURAL HISTORY

14 A. Underlying Sale Order

15 During August 2012, Receiver negotiated a complex purchase
16 agreement for the sale of CP18's North Carolina property in the amount
17 of \$8,550,000. A motion was filed seeking Court approval of the sale
18 with an overbid procedure. [Dkt. Nos. 102 & 102-2.] The motion sought
19 Court permission to sell the property free and clear of all liens, claims
20 and encumbrances, which would attach to the sale proceeds when
21 escrow closed, and requested authority to pay valid liens and claims.
22 [Dkt. No. 102-3, p.3.]

23 Lender did not oppose the sale, but filed a Statement re:
24 Receiver's Motion, wherein it requested payment directly from escrow of
25 \$5,813,001.44. This amount substantially exceeded the principal
26 balance due on the note of \$5,180,882.17, and included "default interest"
27
28

1 and purported attorney's fees and costs. [Dkt. No. 115.] Lender's
2 statement was supported by a declaration that attached as an exhibit its
3 "Payoff Statement" for the loan. [Dkt. No. 116, p. 1951, Ex. G.] As of
4 October 1, 2012, the Payoff Statement included default interest of
5 \$534,206.07, and fees and expenses of \$78,149.62. Lender argued that
6 the Court should require payment to it of the entire amount of its Payoff
7 Statement directly from escrow upon closing.

8 Receiver responded that Lender's lien was not before the Court,
9 and should not be unless Receiver and Lender disagreed on the pay-off
10 amount. [Dkt. No. 119-1.] He further disputed the "default interest"
11 because the Lender had received all note payments after the note
12 became due and despite CP18's previous bankruptcy. Receiver
13 questioned as well the fees and expenses being claimed by Lender as
14 "third party expenses." Accordingly, Receiver asked the Court to issue
15 an order approving the sale, with Lender's lien to be considered in the
16 normal course if and when escrow closed.

17 Lender's counsel appeared at the hearing and urged the Court to
18 adopt his position. The Court instead granted Receiver's motion, with
19 minor modification to clarify that Lender's lien was among those Receiver
20 was authorized to pay, and entered an order:

21 (A) Approving Sale of Real Property Free and Clear of Liens;
22 (B) Authorizing the Receiver to Pay Certain Liens from the
23 Sales Proceeds, including the lien of secured lender SBMS
24 2000-C3 Landmark Center, LLC, which shall retain the right
to bring a motion for the Court to determine the proper
amount of the lien ...

25 [Dkt No. 126.]

26 ///

27 ///

B. Lender's Coercive Agreement

The Sale Order was entered October 3, 2012, however, Lender circumvented it by deadlocking escrow unless Receiver acquiesced to Lender's terms. While the buyer and Receiver proceeded to satisfy all terms of the purchase agreement toward a closing date of November 15, 2012, Receiver's counsel and Lender's counsel had several unproductive discussions about the default interest dispute. (Declaration of John H. Stephens ("Stephens Decl."), ¶ 6.)

Eventually, Lender's counsel, Mr. Marcus Colabianchi, asked Receiver's counsel, Mr. John Stephens, to email reasons the Receiver would not pay default interest, which he would present to Lender. Stephens did so on October 23, 2012, but never heard back. *Instead, Colabianchi contacted the title officer, Steve Bolles, who was handling both title and escrow, to inform him that Colabianchi's firm, Duane Morris LLP, would have to "pre-approve the payoff figure as furnished by the receiver."* (Declaration of Stephen Bolles ("Bolles Decl."), ¶¶ 3 & 4; Notice of Lodgment ("NOL") Ex. 1, emphasis added.) This was contrary to the Sale Order, which allowed Receiver to sell the property and to then pay Lender's lien out of the proceeds.

With the escrow closing date approaching and no response from Lender, Stephens sent another email to Colabianchi on November 9th, proposing to hold all sale proceeds in escrow pending further Court order, creating incentive to cooperate without Court intervention. (Stephens Decl., ¶ 8; NOL, Ex 2.) Colabianchi proposed instead that the Receiver would release the undisputed note amount, with only the disputed amount held in escrow.

///

1 On November 12, 2012 and just three days before escrow closing,
2 Stephens tried to reach Colabianchi, but learned he had been replaced
3 by attorney Philip Wang. Regardless, Stephens next proposed that
4 Receiver would pay the undisputed note amount and the Lender's third
5 party expenses, if Lender would abandon any claim to disputed default
6 interest and provide a loan history to confirm the note amount.
7 (Stephens Decl., ¶ 9; NOL, Ex. 3.) Wang responded two days later that
8 the Lender rejected the proposal, was not making any counter-proposal,
9 and, in direct contravention of the Court's Sale Order, stated that:

10 [N]o other agreement or understanding of any nature shall be
11 deemed to have been entered into by or be binding on
12 Lender unless and until Lender and receiver have reached
agreement on all issues, and such agreement shall have
been reduced to writing...

13 (Stephens Decl., ¶ 10; Ex. 4, emphasis added.) Lender, in effect,
14 nullified the Sale Order, which granted Receiver authority to sell the
15 property subject to Lender's right to have the Court determine its lien
16 amount, and replaced it with a required written agreement on Lender's
17 terms. Otherwise, the sale itself would be jeopardized.

18 Because no progress was made with Lender as of November 15,
19 2012, escrow was extended, and Receiver Tom Hebrank set up a
20 conference call between him and Stephens on one hand, and Wang and
21 the Lender's representative on the other. (Stephens Decl., ¶ 11.)

22 During the conference call, an agreement was reached. Wang
23 insisted on preparing a written agreement, but he did not circulate it until
24 the day before the rescheduled closing date of November 21, 2012, and
25 only upon Stephens' request. (Stephens Decl., ¶ 12.) Not only was the
26 draft late, but also Wang had changed the terms. The deal was simple
27 (and did not require a written agreement) – the undisputed note balance
28

1 would be paid and the disputed “default interest” and Lender’s purported
2 “third party expenses” would remain in escrow until further order of the
3 Court or agreement of the parties.

4 Wang’s draft, instead, required Receiver to pay the undisputed
5 note balance, the third party expense and legal fees, even though
6 Lender had provided no loan history or backup for the expenses.
7 Notably, Lender’s legal fees had increased from \$66,460.67, as
8 previously submitted to the Court, to \$96,640.42, with an additional
9 \$15,000 to be held in escrow – an increase of 68%. Incredibly, Lender
10 also wanted a release of any claims relating to the payments, while it
11 held escrow hostage, and an integration clause that its agreement was
12 the entire agreement between the parties.

13 The next day, Stephens sent Wang a red-lined version, with the
14 changes needed to conform the agreement to the actual deal reached in
15 the conference call. (Stephens Decl., ¶ 15; NOL, Ex. 5.) The red-lined
16 deletions reveal the onerous terms Lender was imposing.

17 At Stephens’ request, Wang finally sent another draft of the
18 agreement one week later and just three days before the next extended
19 escrow closing date of November 30. The revised agreement
20 incorporated some of the Receiver’s changes; however, it retained the
21 most objectionable terms that required payment of Lender’s third party
22 expense, including its attorney’s fees, and holding the disputed default
23 interest in escrow together with Lender’s “additional legal fees.”
24 (Stephens Decl., ¶ 16.)

25 Stephens again objected to the re-draft, but Wang refused to
26 change critical terms based on his presumed knowledge of what
27 ///

Receiver had accepted, despite being told that Receiver disagreed. (Stephens Decl., ¶ 17.)

With no progress as of November 29th and the sale of CP18's property in increasing jeopardy, Receiver did what was necessary to close escrow knowing he could seek Court relief. He accepted Lender's take-it-or-leave-it Coercive Agreement if Lender would provide the loan history and back-up for the third party expenses. That was not done either so Stephens listed the circumstances that existed in a November 30, 2012 email to Wang, because yet another closing date had been missed as Lender continued to generate default interest at the rate of 13.4%, and to pile on attorney's fees. (Stephens Decl., ¶¶ 18 & 19; NOL, Exs. 6 & 7.)

Lender remained intractable. Consequently, on December 4th Receiver signed the Lender's Coercive Agreement, reserving all rights. The new closing date was December 6, 2012, the buyer needed to order funds immediately, and taking time to seek relief from the Court, would further jeopardize the sale. (Stephens Decl., ¶ 19; NOL Exs. 8 & 9.)

C. Unnecessary Escrow Agreement

Because Lender forced substantial funds to remain in escrow, which the Sale Order and purchase agreement did not contemplate, another escrow agreement was required. Stephens and the title officer prepared this otherwise Unnecessary Escrow Agreement, which Lender finally signed on December 7, 2012, the fourth extended closing date Lender had forced. (Stephens Decl., ¶ 20; NOL, Ex. 10.) The additional escrow agreement would not have been necessary had Lender cooperated with closing escrow as provided in the Sale Order.

III.

FACTUAL BACKGROUND

On October 3, 2000, Continental Wingate Capital Corp., Lender's alleged predecessor, made a loan to Wendover Greensboro, Ltd. in the amount of \$7,100,000.00 as evidenced by the promissory note dated October 3, 2000 ("Note"). (Declaration of Jorge Rodriguez ("Rodriguez Decl."), ¶5 [Dkt. No. 116].) The Note was secured by a Deed of Trust, Assignment of Leases and Rents and Security Agreement on the Property and improvements located in Greensboro, North Carolina. (Rodriguez Decl. ¶ 6-7, [Dkt. No. 116].) The loan was eventually assigned to Lender and assumed by CP18, Charles Copeland, Donald Copeland, Bruce Taber and Maureen Taber. (Rodriguez Decl. ¶ 9.)

CP18 was, at all times, current on payments to Lender when the Note matured by its terms on November 1, 2010. (Rodriguez Decl. ¶11, [Dkt. No. 116].) Lender refused to negotiate an extension or renewal of the Note, and instead began collecting rent directly from the tenant on the Property. Because this is a single-tenant Property, Lender effectively deprived CP18 of revenue needed to make payments on the Note.

Approximately six months after the Note matured, Lender allegedly sent CP18 a letter dated April 29, 2011 ("Default Letter") informing CP18 that the "letter shall serve as notice to you that an Event of Default has occurred under the Loan" and that "due to this Event of Default, the Loan is hereby accelerated and immediately due and payable." (Rodriguez Decl. ¶ 11, Ex. F.) The Default Letter makes demand for both unpaid interest of \$91,043.00 and default interest of \$160,638.11, despite the fact that the Default Letter appears to be Lender's first notice alleging an "event of default."

1 Equally important, Rodriguez states in his declaration, that the
2 Default Letter was issued “for among other things, failing to make
3 payments when the Note matured in September 2010.” (Rodriguez
4 Decl. ¶ 11, emphasis in text, [Dkt. No. 116].) The actual Default Letter,
5 however, says nothing about the Loan maturing, nor does it say that it
6 was issued for “for among other things.” Rather, it says that:

7 [A]n Event of Default has occurred under the Loan for failure
8 of the Borrower to make payments on the Note as payments
were due thereunder.

9 (Rodriguez Decl., Ex. F, [Dkt. No. 116, pp. 1946-1947].) Not only was
10 the Default Letter defective, but also, Lender was collecting rent from the
11 tenant in monthly amounts that far exceeded the Note payment. More to
12 that, Lender was seeking “default interest”, yet the Default Letter was the
13 first notice of any event of default, albeit defective.

14 After sending the Default Letter, Lender continued to collect rental
15 income directly from the tenant. Lender also commenced foreclosure
16 proceedings, which after several postponements, resulted in the sale of
17 the Property to Lender on September 16, 2011. (Cash Collateral Motion,
18 ¶ 5, RJN, Ex.1.)

19 On September 23, 2011, and during the upset bid period following
20 the foreclosure sale, CP18 filed a voluntary Chapter 11 petition in the
21 U.S. Bankruptcy Court for the Middle District of North Carolina.
22 (Bankruptcy Court Docket, RJN, Ex 2.) As stated in CP18’s Emergency
23 Motion for Authority to Collect and Use Cash Collateral (“Cash Collateral
24 Motion”), the lease for the Property required the tenant to pay rent of
25 \$79,272.00 per month. (Cash Collateral Motion, ¶ 3, RJN, Ex.1.)
26 However, monthly payments under the Note were only \$54,241.02 per
27 month. (Cash Collateral Motion, RJN, Ex. 1, ¶¶ 3 & 5.)

1 As a result, Lender collected approximately \$872,000 in rent for the
2 11 month period from maturity of the Note in November 2010 through
3 September 2011. (Cash Collateral Motion, RJN, Ex. 1, ¶ 5.) Meanwhile,
4 the Note payments for that period would have totaled only \$596,651.22
5 (\$54,241.02/month x 11 months). Lender has not accounted for the
6 difference, and has failed and refused to provide a loan history.

7 Less than one month after CP18 filed for bankruptcy, the Securities
8 and Exchange Commission ("SEC") brought this action on October, 18,
9 2011, under various Sections of the Securities Act of 1933,¹ the
10 Securities Exchange Act of 1934,² and the Investment Advisors Act of
11 1940.³

12 Following the Court's appointment of Receiver on October 25,
13 2011,⁴ he took over daily operations of the Receivership Entities.
14 Thereafter, Receiver made payments to Lender pursuant to the terms of
15 the Note at the non-default rate. (Hebrank Declaration in Response to
16 Lender's Statement ("Hebrank Decl."), ¶¶ 5-7; [Dkt. No. 119-1, p. 1959].)
17 When escrow closed for the sale of CP18's property, Lender received
18 payment for the entire balance of its Note and interest totaling
19 \$5,137,812.60. Consequently, Lender has been paid in full.

20 IV.

21 RELIEF REQUESTED

22 Receiver seeks an Order nullifying Lender's Coercive Agreement
23 and the Unnecessary Escrow Agreement, as contrary to the Court's Sale
24

25 ¹ Sections 20(b), 20(d)(1) and 22(a), 15 U.S.C. §§ 77t(b), 77t(d)(1) & 77v(a).

26 ² Sections 21(d)(1), 21(d)(3)(A), 21(e) and (f), 15 U.S.C. §§ 78u(d)(1), 78u(d)(3)(A), 78u(e), 78aa(a).

27 ³ Sections 209(d), 209(e)(1) and 214(a), 15 U.S.C. §§ 80b-9(d), 80b-9(e)(1) & 80b-14(a).

28 ⁴ CP18's was dismissed from the Bankruptcy Case on March 30, 2012 and the Bankruptcy Case terminated on January 29, 2013.

Order. Receiver further asks the Court to order: 1) distribution to him from escrow the default interest of \$582,114.36 and Lender's additional legal fees of \$15,000.00, plus interest; 2) return by Lender of the third party expenses of \$106,429.17, plus interest; 3) Lender to pay Receiver's attorney's fees of \$15,000; and 4) such other relief as the Court deems appropriate considering Lender's conduct.

V.

ARGUMENT

A. Lender is not Entitled to Default Interest or Other Penalty

Having received full payment on the balance of its Note, and not given proper notice of any event of default, Lender is not entitled to any interest calculated at the default rate. For those reasons, Lender also cannot claim any third party expenses, purportedly representing Lender's attorneys' fees and costs.⁵ The United States Court of Appeals for the Ninth Circuit has held that a debtor does not need to pay the contractual default rate of interest, late fees or any other penalties where a debtor's plan cures all payment defaults. *Great W. Bank & Trust v. Entz-White Lumber and Supply, Inc. (In re Entz-White Lumber and Supply, Inc.)*, 850 F.2d 1338, 1342 (9th Cir. 1988) The Debtor in *Entz-White* cured the default owed under its loan through its Chapter 11 Plan and the Court ruled that by curing the default and returning the parties to pre-default conditions, as if the default never occurred, the Debtor was entitled to avoid all consequences of the default – including higher post-default interest rates. *Id.*

///

⁵ To date, the Receiver has not received any supporting documents or an accounting of Lender's attorney's fees and costs.

Receiver is aware that *Entz-White* is a bankruptcy court decision affirmed by the Ninth Circuit and that CP18 is no longer in an active bankruptcy proceeding. However, CP18 is a Receivership entity and the Receiver was appointed and tasked with preserving, maintaining and/or liquidating assets for the benefit of all claimants of the Receivership Entities. Here, the Receiver was able to market and sell the Property, netting \$2,411,637.74 for the Receivership estate. The District Court can rely on analogous provisions of the Bankruptcy Code and Bankruptcy Rules for guidance, where appropriate.

In this case, upon the sale of the Property, the Lender received full payment on the balance of its Note at non-default interest rate plus “third party expenses,” yet is still seeking to deplete the Receivership estate of almost \$600,000.00 of so-called default interest, plus attorney’s fees and costs.⁶ Once the Receiver cured the default and paid the Lender in full, Lender is not entitled to receive default interest or any other penalty charges. Further, Lender has failed to demonstrate the reasonableness and compensatory nature of the default interest rate sought.

B. The Court has Broad Discretion to Determine Relief

A District Court has broad powers and wide discretion that it may utilize “in fashioning relief in an equity receivership proceeding.” *Securities and Exchange Commission v. Basis Energy & Affiliated Resources, Inc.*, 273 F.3d 657, 688 (6th Cir. 2001), internal citation omitted. The discretion “derives from the inherent powers of an equity court to fashion relief...” *Id.*, internal citation omitted.

///

⁶ Receiver reserves his right to object to the reasonableness of Lender’s attorney’s fees and costs.

Here, Lender rejected the Sale Order, which provided the mechanism for it to seek court relief if it disputed the loan payoff amount. However, Lender then would have had to support its motion. Instead, Lender deadlocked the sales escrow and put Receiver in the position of having to seek court relief just to get funds dislodged from the second escrow and to recover the purported third party expenses that never should have been paid. Lender calculatedly circumvented the Sales Order and the Court may use its equity powers fashion appropriate relief. Lender should be denied any default interest or additional legal fees, and should be ordered to return the third party expenses paid to it, all with interest. In addition, Lender should be ordered to pay Lender's attorney's fees.

C. Lender Should be Ordered to Pay Receiver's Attorney's Fees

The cost of closing escrow on the sale of CP18's Property increased considerably because of Lender's conduct. Receiver was forced to spend significant time trying to negotiate reasonable terms for resolving all disputes with Lender just to complete the sale. Lender's counsel also spent substantial additional time trying to get Lender's cooperation, and eventually to document the onerous terms that were forced by Lender on Receiver. Counsel's accompanying motion for fees shows that during the fourth quarter of 2012, it billed \$14,189.50 for work on CP18, and during the first quarter of 2013, it has billed \$8,407.50 so far, almost all of it attributable to the problems generated by Lender.

When the impasse was reached between Receiver and Lender, and it was learned that Lender had increased its attorney's fees by more than \$30,000 over what it had told the Court, with another \$15,000 for

1 additional legal fees, Receiver informed Lender that he would seek fees
2 too. The amount Receiver estimated was \$15,000, but the actual
3 amount incurred because of Lender's conduct is much more.
4 Accordingly, the Court again should exercise its discretion and equity
5 powers to award Receiver its legal expenses to be paid by Lender.

6 **VI.**

7 **CONCLUSION**

8 Lender turned what should have been a simple property sale into a
9 prolonged negotiation where Lender extracted concessions by holding
10 the escrow hostage. In the process, Lender deprived Receiver of
11 substantial funds to which the Receivership Estate is entitled, and
12 extracted funds to which Lender is not entitled. Receiver respectfully
13 requests that the Court enter an order directing the distribution to
14 Receiver of the funds held in the second escrow; the return by Lender of
15 funds paid for purported third party expense; the payment by Lender of
16 Receiver's legal fees; and, such other relief as the Court deems
17 appropriate.

18
19 DATED: February 15, 2013

MULVANEY BARRY BEATTY LINN &
MAYERS LLP

21 By: /s/ John H. Stephens
22 Everett G. Barry, Jr.
23 John H. Stephens
24 Patrick L. Prindle
Attorneys for Receiver
Thomas C. Hebrank

25
26
27 HEBCO.124.350785.1

Everett G. Barry, Jr. (SBN 053119)
John H. Stephens (SBN 82971)
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Telephone: 619-238-1010
Facsimile: 619-238-1981

Attorneys for Permanent Receiver
Thomas C. Hebrank

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

**DECLARATION OF JOHN H.
STEPHENS IN SUPPORT OF
MOTION FOR ORDER (A)
DIRECTING DISTRIBUTION OF
FUNDS IN ESCROW ACCOUNT;
(B) DIRECTING THE RETURN OF
FUNDS BY LENDER; AND, (C)
DIRECTING PAYMENT BY
LENDER OF ATTORNEY'S FEES**

DATE: March 18, 2013
TIME: 10:00 a.m.
DEPT. 8, 2nd Floor

Judge: Hon. Manuel L. Real

I, John H. Stephens, declare as follows:

1. I am an attorney licensed to practice in the State of California and admitted before this Court. I am one of the attorneys representing the Court-appointed permanent receiver, Thomas C. Hebrank ("Receiver"). I submit this declaration in support of the Motion for Order (A) Directing Distribution of Funds in Escrow Account; (B) Directing the

1 Return of Funds by Lender; and, (C) Directing Lender to Pay Receiver's
2 Attorney's fees (the "Motion"). I have personal knowledge of the
3 following facts and, if called as a witness, would testify to them.

4 2. During August 2012, Receiver and I negotiated a complex
5 purchase agreement for the sale of Copeland Properties 18, LP's ("CP18")
6 North Carolina property for \$8,550,000. Thereafter, on Receiver's behalf, I
7 filed a motion seeking Court permission to sell the property free and clear
8 of all liens, claims and encumbrances, which then would attach to the sales
9 proceeds, and authority to pay valid liens and claims.

10 3. The lender, SBMS 2000-C3 Landmark Center, LLC
11 ("Lender") did not oppose the sale, but filed a Statement re: Receiver's
12 Motion, requesting payment directly from escrow of \$5,813,001.44. This
13 far exceeded the balance due on the note of \$5,180,882.17, as reflected
14 in the "Payoff Statement" that Lender submitted as an exhibit, and
15 included "default interest" and attorney's fees and costs. As of October 1,
16 2012, the Payoff Statement listed default interest of \$534,206.07, and
17 fees and expenses of \$78,149.62. Lender wanted the entire amount
18 listed in its Payoff Statement paid directly by escrow upon the sale
19 closing.

20 4. Receiver responded that Lender's lien was not an issue
21 before the Court unless Receiver and Lender subsequently did not agree
22 on the pay-off amount. He further disputed the "default interest" because
23 Lender had received all note payments (at the high rate of 8.43%) after
24 the note became due, and despite CP18's previous bankruptcy and the
25 receivership. Receiver questioned as well Lender's claim for fees and
26 expenses because Lender had not submitted a claim for them, nor
27 provided supporting documentation.

1 5. Lender's counsel, Marcus Colabianchi, argued its position at
2 the hearing, but the Court instead granted the motion, with minor
3 modification to clarify that Lender's lien was among those Receiver was
4 authorized to pay, and reserved Lender's right to bring a motion for the
5 Court to determine the proper amount of its lien (the "Sale Order").

6 6. Following the hearing, Mr. Colabianchi and I discussed a
7 possible resolution of the disputed default interest and Lender's
8 purported expenses. Receiver proposed that if Lender provided a loan
9 history and back-up for its expenses, he would pay the undisputed
10 balance on the note and the Lender's fees and costs, and Lender would
11 relinquish any claim to default interest because Lender had been paid in
12 full. Lender proposed nothing in response.

13 7. Eventually, Mr. Colabianchi asked me to email reasons the
14 Receiver declined to pay default interest, which he would present to
15 Lender. I did so on October 23, 2012, but never heard back. *Instead,*
16 *Colabianchi contacted the title officer, Steve Bolles, who was handling*
17 *both title and escrow, to inform him that Colabianchi's firm, Duane Morris*
18 *LLP, would have to "pre-approve the payoff figure as furnished by the*
19 *receiver."* On November 7, 2012, Mr. Bolles' office notified me of the
20 situation. (A copy of the 11/7/12 email is attached to the Notice of
21 Lodgment ("NOL") as Exhibit 1, emphasis added.)

22 8. With the November 15th closing date approaching and no
23 response from Lender, I sent another email to Mr. Colabianchi on
24 November 9th, with Receiver's proposal to hold all sale proceeds in
25 escrow pending further Court order, thereby creating incentive for Lender
26 to cooperate without Court intervention. Mr. Colabianchi proposed
27 instead that he would see if Lender would agree to have Receiver
28

1 release the undisputed note amount, with only the disputed amount held
 2 in escrow. However, Mr. Colabianchi never called to discuss alternatives
 3 as he committed to do. (A copy of my 11/9/12 email exchange with Mr.
 4 Colabianchi is attached to the NOL as Ex. 2.)

5 9. On November 12, 2012 and just three days before escrow
 6 closing, I tried to reach Mr. Colabianchi, but learned he had been
 7 replaced by attorney Philip Wang. This time, I conveyed Receiver's new
 8 proposal that he would pay the undisputed note amount and the
 9 Lender's so-called "third party expenses," if Lender would abandon any
 10 claim to Default Interest and provide a loan history to confirm the note
 11 amount. (A copy of my 11/12/12 email is attached to the NOL as Ex. 3.)

12 10. Wang responded two days later that Lender rejected the
 13 proposal, was not making any other proposal, and, in direct
 14 contravention of the Court's Sale Order, stated:

15 [N]o other agreement or understanding of any nature shall be
 16 deemed to have been entered into by or be binding on
 17 Lender unless and until Lender and receiver have reached
 agreement on all issues, and such agreement shall have
 been reduced to writing...

18 (A copy of Mr. Wang's 11/14/12 email is attached to the NOL as Ex. 4,
 19 emphasis added.) Lender, in effect, nullified the Sale Order and forced
 20 Receiver to enter a written agreement, or risk losing the sale.

21 11. Because no progress had been made as of November 15th,
 22 escrow was extended, and Receiver Tom Hebrank set up a conference
 23 call between him and me on one hand, and Wang and the Lender's
 24 representative on the other.

25 12. During the call, an agreement was reached. Mr. Wang
 26 insisted on preparing a written agreement, however, he did not circulate
 27 it until the day before the rescheduled closing date of November 21,
 28

1 2012, only upon my request. Not only was the draft late, but also Mr.
2 Wang had changed the terms. The deal was simple (and did not require
3 a written agreement) -- the undisputed note balance would be paid and
4 the disputed "default interest" and Lenders' "third party expenses" would
5 remain in escrow until further order of the Court or agreement of the
6 parties.

7 13. Wang's draft, instead, required Receiver to pay the
8 undisputed note balance, the third party expenses and legal fees, even
9 though Lender had provided no loan history for the note balance or
10 backup for its expenses. Notably, Lender's legal fees had increased
11 from \$66,460.67, as previously submitted to the Court, to \$96,640.42,
12 with an additional \$15,000 to be held in escrow. Incredibly, Lender also
13 wanted a release of any claims relating to the payments while it held
14 escrow hostage, and an integration clause that its agreement was the
15 entire agreement between the parties, notwithstanding the Court's Sale
16 Order.

17 14. The Lender's agreement also provides that any amounts
18 remaining in escrow will be "subject to the Lender's lien ... under the
19 Loan Documents," despite the Sale Order, which states that the property
20 would be sold clear of liens, which would attach to the sales proceeds.

21 15. The next day, I sent Mr. Wang the red-lined revisions needed
22 to conform the agreement to the actual deal reached in the conference
23 call. (A copy of my red-lined agreement is attached to the NOL as Ex. 5.)
24 The red-lined deletions reveal the onerous terms Lender was imposing.

25 16. At my request, Mr. Wang finally sent another draft one week
26 later and three days before the next extended escrow closing date of
27 November 30th. The revised agreement incorporated some Receiver's
28

1 changes; however, it retained the most objectionable terms that required
2 payment of Lender's third party expenses, including its attorney's fees,
3 and holding the disputed default interest in escrow together with
4 Lender's "additional legal fees."

5 17. I again objected to the re-draft, but Mr. Wang refused to
6 change critical terms based on his presumed knowledge of what
7 Receiver had accepted, despite being told that Receiver disagreed.

8 18. With no progress as of November 29th and the sale of CP18's
9 property in increasing jeopardy, Receiver did what was necessary to
10 close the escrow. He considered accepting Lender's take-it-or-leave-it
11 Coercive Agreement if Lender would provide the loan history and back-
12 up for the third party expenses. That was not done either so I listed the
13 circumstances that existed in a November 30, 2012 email to Mr. Wang,
14 because yet another closing date had been missed. (A copy of my email
15 exchanges with Mr. Wang are attached to the NOL as Exs. 6 & 7.)

16 19. Lender remained intractable, refusing to provide supporting
17 documents for the payments it was demanding. (A copy of my 12/4/12
18 email to Mr. Wang is attached to the NOL as Ex. 8.) Consequently, on
19 December 4th Receiver signed the Lender's Coercive Agreement, reserving
20 all rights. The new closing date then was December 6, 2012, and the
21 buyer needed to order funds immediately. Taking time at that point to seek
22 relief from the Court would further jeopardize the sale. (A copy of the
23 Lenders' Coercive Agreement is attached to the NOL as Ex. 9.)

24 20. Because Lender was forcing substantial funds to remain in
25 escrow, which was not contemplated by the Sale Order or the purchase
26 agreement, another escrow agreement was required. The title officer
27 sent me a draft agreement that I revised so escrow could close. Lender
28

1 finally signed the Unnecessary Escrow Agreement on December 7,
 2 2012, the fourth extended closing date Lender had forced. (A copy of the
 3 Unnecessary Escrow Agreement is attached to the NOL as Ex. 10.)

4 21. When the impasse was reached between Receiver and
 5 Lender, and we learned that Receiver had increased its attorney's fees
 6 by more than \$30,000 over what it had told the Court, with another
 7 \$15,000 for "additional legal fees," Receiver informed Lender that he
 8 would seek fees of \$15,000 too. During the last quarter of 2012, I billed
 9 \$14,189.50 for work done on the CP18 property sale. During the first
 10 quarter of 2013, I have billed another \$8,407.50 for work done on the
 11 matter. Most of the \$22,597.00 billed during the past two quarters has
 12 resulted from otherwise unnecessary work caused by the Lender's
 13 intransigence.

14 I declare under penalty of perjury under the laws of the State of
 15 California that the foregoing is true and correct, and that this Declaration
 16 was executed on February 15, 2013, in San Diego, California.

17
 18 /s/ John H. Stephens
 19 John H. Stephens
 20
 21
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 27
 28

HEBCO.124.350783.1

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

9 Attorneys for Permanent Receiver
10 Thomas C. Hebrank

11 UNITED STATES DISTRICT COURT

12 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

13 SECURITIES AND EXCHANGE
14 COMMISSION,

15 Plaintiff,

16 v.

17 CHARLES P. COPELAND,
18 COPELAND WEALTH
19 MANAGEMENT, A FINANCIAL
20 ADVISORY CORPORATION,
21 AND COPELAND WEALTH
22 MANAGEMENT, A REAL ESTATE
23 CORPORATION,

24 Defendants.

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

**DECLARATION OF STEPHEN
BOLLES IN SUPPORT OF
MOTION FOR ORDER
DIRECTING DISTRIBUTION OF
FUNDS IN ESCROW ACCOUNT**

DATE: March 18, 2013

TIME: 10:00 a.m.

DEPT. 8, 2nd Floor

Judge: Hon. Manuel L. Real

25 I, Stephen Bolles, declare as follows:

26 1. I am the President of Republic Commercial Title Company of
27 Florida, LLC ("Republic Title"), which was the title and escrow company
28 for the sale of real property owned by Copeland Properties 18, LP
("CP18") to buyer National Retail Properties, LP ("NRP"). Republic Title
also is holding funds that were not distributed out of the sales escrow
pursuant to a separate "Escrow Agreement" entered between the
Receiver for CP, and then-secured lender SBMS 2000-C3 Landmark
Center, LLC ("Lender").

1 2. I was aware that the sale between CP18 and NRP was being
2 done pursuant to a court order, which gave the Receiver authority to sell
3 the property on behalf of CP18.

4 3. Not long after escrow opened for the sale, I received a phone
5 call from Marcus Colabianchi who informed me that he was an attorney
6 with the firm Duane Morris LLP, which he said was representing the
7 secured lender in the sales transaction.

8 4. Mr. Colabianchi told me that Duane Morris would have to
9 "pre-approve the payoff figure as furnished by the Receiver" as a
10 condition of escrow closing.

11 5. Consequently, I asked my wife Becky Bolles who also works
12 at Republic Title to send an email to John Stephens, who I was informed
13 represented the Receiver. I asked her to explain the situation, and to tell
14 him that under the circumstance, we would need a loan payoff/estoppel
15 letter approved by all parties. Attached to the Notice of Lodgment as
16 Exhibit 1, is a copy of the 11/7/12 email that I asked Becky to send,
17 which accurately conveys what I was told by Mr. Colabianchi.

18 6. Not long after that, I learned from buyer's counsel that the
19 Receiver and Lender could not agree on terms for escrow closing, and
20 that Receiver wanted to close without Lender's cooperation by simply
21 providing a payoff amount for the Lender's note. The remaining disputes
22 between them would be decided by the court that had authorized the
23 sale.

24 7. I consulted North Carolina counsel who advised me that the
25 court order authorizing the sale was not sufficiently clear and that First
26 American underwriting could not authorize me to close the escrow and
27 insure title.

28 ///

8. Eventually, I received an agreement between Receiver and Lender after several extensions of the closing date. The agreement, however, required that \$577,127.42 of "Default Interest" and \$15,000.00 of "Additional Legal Fees" would remain in the escrow account pending further order of the Court or agreement of the parties.

9. Because the then-existing sale escrow was between CP18 and NRP, I needed new escrow agreement between Receiver, Lender and Republic Title that would provide the terms for holding the "Default Interest" amount, which had increased to \$582,114.36, and the "Additional Legal Fees" of \$15,000.00.

10. I forwarded a sample escrow agreement provided by North Carolina counsel that Mr. Stephens revised, which provides that the \$597,114.36 is to remain in escrow until further order of the court or agreement of the parties. Attached to the Notice of Lodgment as Exhibit 10 is a copy of the Escrow Agreement.

11. Lender was the last party to sign the Escrow Agreement on December 7, 2012, finally allowing the sale between CP18 and NPR to close, after six extensions of the closing date.

12. The amount of \$597,114.36, plus accrued interest, remains in escrow awaiting distribution according to court order.

I declare under penalty of perjury under the laws of the United States of America that the foregoing statements are true and correct. This declaration was executed in Tallahassee, Florida on February 12, 2013.



Stephen Bolles

HEBCO.124.351841.1

Everett G. Barry, Jr. (SBN 053119)
John H. Stephens (SBN 82971)
Patrick L. Prindle (SBN 87516)
MULVANEY BARRY BEATTY LINN & MAYERS LLP
401 West A Street, 17th Floor
San Diego, CA 92101-7994
Telephone: 619-238-1010
Facsimile: 619-238-1981

Attorneys for Permanent Receiver
Thomas C. Hebrank

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

**NOTICE OF LODGMENT IN
SUPPORT OF MOTION FOR
ORDER (A) DIRECTING
DISTRIBUTION OF FUNDS IN
ESCROW ACCOUNT; (B)
DIRECTING THE RETURN OF
FUNDS BY LENDER; AND (C)
DIRECTING PAYMENT BY
LENDER OF ATTORNEY'S FEES**

DATE: March 18, 2013
TIME: 10:00 a.m.
DEPT. 8, 2nd Floor

Judge: Hon. Manuel L. Real

Mulvaney Barry Beatty Linn & Mayers, counsel for Thomas C. Hebrank, as the Court-appointed Permanent Receiver, hereby lodges true and correct copies of the following documents in support of his Motion For Order (A) Directing Distribution of Funds in Escrow Account; (B) Directing Return of Funds by Lender; and, (C) Directing Payment by Lender of Attorney's Fees, as follows:

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: 11/7/12 email From Becky Bolles to John Stephens.

Exhibit 2: 11/9/12 email exchange between John Stephens and
Marcus Colabianchi.

Exhibit 3: 11/12/12 email from John Stephens to Phillip Wang.

Exhibit 4: 11/12/12 and 11/14/12 email exchange between John
Stephens and Phillip Wang.

Exhibit 5: Red-lined agreement sent by John Stephens to Phillip
Wang on 11/21/12.

Exhibit 6: 11/27/12 to 11/30/12 email exchange between John
Stephens and Phillip Wang.

Exhibit 7: 11/30/12 to 12/1/12 email exchange between John
Stephens and Phillip Wang.

Exhibit 8: 12/4/12 email from John Stephens to Phillip Wang.

Exhibit 9: Agreement Regarding Receiver's Proposed Sale of
Property dated 11/21/12.

Exhibit 10: Escrow Agreement dated 12/6/12.

Dated: February 15, 2013

MULVANEY BARRY BEATTY LINN &
MAYERS LLP

By: /s/ John H. Stephens
Everett G. Barry, Jr.
John H. Stephens
Patrick L. Prindle
Attorneys for Receiver
Thomas C. Hebrank

HEBCO.124.352431.1

Exhibit 1

John H. Stephens

From: Becky Bolles <beckybolles@embarqmail.com>
Sent: Wednesday, November 07, 2012 11:12 AM
To: John H. Stephens
Cc: stevebolles
Subject: 6103 Landmark Center Blvd., Greensboro, NC

Dear Mr. Stephens,

Tim Miedona, Lowndes Drosdick Doster Kantor & Reed, who is Buyer Counsel for the purchase of 6103 Landmark Center Blvd., Greensboro, NC asked that we contact you regarding the loan payoff/estoppel letter for the above-referenced site. We have been contacted by Mr. Marcus O. Colabianchi, Special Counsel, Duane Morris LLP who represents SBMS 2000 C3 Landmark Center, LLC who we understand to be the secured lender. Mr. Colabianchi indicated his firm would have to pre-approve the payoff figure as furnished by the receiver. With this in mind, we will need a loan payoff/estoppel letter which is approved by all parties. Please provide at your earliest convenience.

Please let me know if you have any questions.

Thanks for your assistance,

Becky Bolles

Becky Bolles
Republic Commercial Title Company of Florida, LLC
3370 Capital Circle N.E., Suite C-3, Tallahassee, Florida 32308
850.294-8045 Business
850.219.1226 Fax
beckybolles@embarqmail.com
2163 Farms Road, Tallahassee, Florida 32317 (by Appt. only)

Exhibit 2

From: Colabianchi, Marcus O. [<mailto:MColabianchi@duanemorris.com>]
Sent: Friday, November 09, 2012 5:08 PM
To: John H. Stephens
Subject: Re: CP18 Closing

John,

I'll reach out to you on Monday. Would the receiver be willing to release the principle amount outstanding (or the non-disputed amount) with only the dispute amount being held in escrow pending either an agreement or court order? Let me know and if so, I can see if my client will agree to this in exchange for a release of the mortgage, which I understand will be required for this sale to be closed.

All rights reserved.

Marcus

Marcus O. Colabianchi
Special Counsel

Duane Morris LLP
One Market Plaza, Spear Tower
Suite 2200
San Francisco, CA 94105-1127
P: +1 415 957 3101
F: +1 415 723 7402

MColabianchi@duanemorris.com
www.duanemorris.com

From: John H. Stephens [<mailto:JStephens@mulvaneybarry.com>]
Sent: Friday, November 09, 2012 07:58 PM
To: Colabianchi, Marcus O.
Cc: thebrank@ethreeadvisors.com <thebrank@ethreeadvisors.com>; Everett G. Barry, Jr. <ebarry@mulvaneybarry.com>
Subject: CP18 Closing

Marcus,

As I mentioned in my voice message yesterday, we are moving quickly toward closing, which appears on schedule for 11/15/12. We have not heard from the lender concerning the loan payoff. If we cannot come to an agreement on the

amount, the receiver proposes that the sale be allowed to close with all sale proceeds held in escrow until the judge rules on the amount to be paid.

Please advise how you want to proceed.

John
John H. Stephens
Mulvaney Barry Beatty Linn & Mayers LLP
401 West A St., 17th Floor
San Diego CA 92101
(619) 238-1010
(619) 238-1981 fax

This electronic message transmission contains information from this law firm which may be confidential or privileged. The information is intended to be solely for the use of the intended recipient. It contains information that may be protected by the attorney-client privilege, work-product doctrine, or other privileges, and may be restricted from disclosure by state and federal law. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this information is prohibited by the Electronics Privacy Act, 18 U.S.C. Sections 2510-2521 and other applicable law. If you received this e-mail message in error, please contact the sender by reply e-mail. Please also permanently delete all copies of the original e-mail and any attached documentation. Thank you. Mulvaney Barry Beatty Linn & Mayers LLP.

For more information about Duane Morris, please visit <http://www.DuaneMorris.com>

Confidentiality Notice: This electronic mail transmission is privileged and confidential and is intended only for the review of the party to whom it is addressed. If you have received this transmission in error, please immediately return it to the sender. Unintended transmission shall not constitute waiver of the attorney-client or any other privilege.

Exhibit 3

John H. Stephens

From: John H. Stephens
Sent: Monday, November 12, 2012 4:40 PM
To: 'pwang@duanemorris.com'
Subject: CP18 Settlement Offer

Dear Mr. Wang,

This will confirm the proposal made to you in Marcus Colabianchi's absence today that the receiver is willing to pay from the pending sale proceeds the current principal amount due on the CP18 loan (approximately \$5.1 million) and all out-of-pocket expenses as listed on the Payoff Statement in the amount of \$78,149.62. This includes \$66,460.67 in legal fees that the receiver was not willing to pay before, if a final resolution of the total loan payoff can be reached before closing on 11/15/12. The receiver will not pay any default interest and there should be no note interest due.

This is all contingent upon receiving a recent loan history that I previously requested showing how any other funds have been applied, including any impound accounts and the "Funds in Suspense" of \$54,241.02 on the Payoff Statement.

Please let me know your client's response at your earliest opportunity because the buyer and seller, otherwise, expect to be able to close escrow on 11/15/12.

Very truly yours,

John H. Stephens
Mulvaney Barry Beatty Linn & Mayers LLP

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Exhibit 4

John H. Stephens

From: Wang, Phillip K. <PWang@duanemorris.com>
Sent: Wednesday, November 14, 2012 3:59 PM
To: John H. Stephens
Cc: Colabianchi, Marcus O.
Subject: RE: CP18 Settlement Offer

Dear Mr. Stephens:

Thank you for your e-mail message below and the receiver's revised offer to resolve our dispute. Please note that the lender SBMS 2000 C3 LANDMARK CENTER, LLC ("Lender") remains supportive of the receiver's proposed sale of the property as previously indicated in our court filings. Unfortunately, the terms of the proposal below are not acceptable to the Lender because, among other things, there is no offer to compromise any of the default interest owing on this Loan since the maturity date on November 1, 2010 despite the facts that no maturity payment was made and the property's value apparently exceeds the full loan payoff amount. As a result, the Lender has no choice but to reject the offer in its entirety. Should you have another proposal, please feel free to submit it to us in writing and via e-mail so that we may promptly review it and provide an appropriate response.

Without limitation to any prior notice that has been transmitted and subject to applicable law, Lender hereby demands the strict and timely performance of all agreements and obligations under the Loan Documents.

Neither this message, nor any discussions by the Lender with the receiver or its representatives, constitutes (a) a waiver by Lender of any default under the Loan Documents, whether or not referred to in this or any prior notice, (b) an election of remedies by Lender, which reserves all rights and remedies under applicable law and the Loan Documents, (c) a waiver, modification, relinquishment or forbearance by the Lender of any right or remedy under the Loan Documents or applicable law, all of which are reserved by the Lender, (d) a modification of any of the Loan Documents, (e) a reinstatement of the Loan, or (f) an agreement by the Lender to take other action in addition or similar to the action specified herein or to continue discussions.

No modification of the Loan Documents and no other agreement or understanding of any nature shall be deemed to have been entered into by or be binding on Lender unless and until Lender and receiver have reached agreement on all issues, and such entire agreement shall have been reduced to a written document that expressly states that it modifies the Loan Documents and is duly executed by Lender, receiver, and if needed, borrower and any guarantor of the Loan. Oral agreements, e-mails, memoranda of meetings, summaries of proposed terms, or similar items shall have no effect whatsoever and shall not be binding on the Lender.

Regards, Phil

Phillip Wang
Partner

Duane Morris LLP
One Market Plaza, Spear Tower
Suite 2200
San Francisco, CA 94105-1127
P: 415.957.3185
F: 415.358.4725

pwarig@duanemorris.com
www.duanemorris.com

From: John H. Stephens [mailto:JStephens@mulvaneybarry.com]
Sent: Monday, November 12, 2012 4:40 PM
To: Wang, Phillip K.
Subject: CP18 Settlement Offer

Dear Mr. Wang,

This will confirm the proposal made to you in Marcus Colabianchi's absence today that the receiver is willing to pay from the pending sale proceeds the current principal amount due on the CP18 loan (approximately \$5.1 million) and all out-of-pocket expenses as listed on the Payoff Statement in the amount of \$78,149.62. This includes \$66,460.67 in legal fees that the receiver was not willing to pay before, if a final resolution of the total loan payoff can be reached before closing on 11/15/12. The receiver will not pay any default interest and there should be no note interest due.

This is all contingent upon receiving a recent loan history that I previously requested showing how any other funds have been applied, including any impound accounts and the "Funds in Suspense" of \$54,241.02 on the Payoff Statement.

Please let me know your client's response at your earliest opportunity because the buyer and seller, otherwise, expect to be able to close escrow on 11/15/12.

Very truly yours,

John H. Stephens
Mulvaney Barry Beatty Linn & Mayers LLP

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Exhibit 5

AGREEMENT REGARDING RECEIVER'S PROPOSED SALE OF PROPERTY

This Agreement Regarding Receiver's Proposed Sale Of Property (the "Agreement") is entered into as of November 21, 2012 by and between SBMS 2000-C3 LANDMARK CENTER, LLC ("Lender"), and THOMAS C. HEBRANK ("Receiver"), the Court-appointed permanent receiver for, among others, Copeland Properties 18, LLC ("Borrower"). Lender and Receiver may be referred to herein as the "Parties" or each a "Party." The Agreement has been agreed upon with reference to the following facts:

RECITALS

A. Lender holds a secured claim against Borrower, pursuant to a certain commercial loan (the "Loan") and all related Loan documents (collectively, the "Loan Documents"), including, without limitation, as follows:

1. On October 3, 2000, Wendover Greensboro, Ltd. ("Wendover"), as borrower, and Continental Wingate Capital Corporation ("Continental"), as lender, entered into a Promissory Note (the "Note") in the principal amount of \$7,100,000.

2. The Note is secured by, among other things, a certain Deed of Trust, Assignment of Leases and Rents and Security Agreement (the "Deed of Trust") given by Wendover to James S. Hassan as trustee for the benefit of Continental, recorded on October 3, 2000, in Book 5091, Page 0004, Guilford County Registry. The property subject to the Deed of Trust is, as more particularly described in the Deed of Trust, the real property and improvements located at 6103 Landmark Center Boulevard, Greensboro, North Carolina 27407, which is commonly referred to as the Garden Ridge Property, and all rents and profits generated therefrom (collectively, the "Property").

3. On April 11, 2002, Continental, as assignor, executed an Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement, for the benefit of the assignee, Wells Fargo Bank Minnesota, N.A., as trustee for the registered holders of Salomon Brothers Mortgage Securities VII, Inc. Commercial Mortgage Pass-Through Certificates, Series 2000-C3 (the "Trust"), recorded in Book 5485, Page 0426 of the Guilford County Registry.

4. On March 2, 2007, pursuant to an Assignment and Assumption Agreement with Holder's Consent by and among Wendover, Borrower, and Charles P. Copeland, Donald E. Copeland, Bruce Taber and Maureen Taber, as recorded in Book 6685, Page 1238 in the Guilford County Registry, the Borrower, as assuming borrower, assumed all of rights, obligations and interests under the Loan Documents, including, but not limited to, the Note and Deed of Trust. The Trust, as assignor, executed an Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement and Other Loan Documents, for the benefit of the assignee, ~~Landmark Lender~~, as recorded on April 4, 2011, in Book 7228, Page 2645 of the Guilford County Registry.

5. [There is no such document in our records.] Through a series of assignments and allonges, the Loan and the Loan Documents were assigned to Lender, including but not limited to, the Assignment of Deed of Trust, Assignment of Leases and

Rents and Security Agreement and Other Loan Documents by the Trust, for the benefit of the assignee, Lender, as recorded on April 4, 2011, in Book 7228, Page 2645, of the Guilford County Registry.

B. Lender contends that Borrower defaulted under the Loan Documents by, among other things, failing to make all payments when the loan matured on November 1, ~~2010. As a result of the default, 2010, and that~~ by letter dated April 29, 2011, Lender informed Borrower of its intent to enforce all provisions of the Loan Documents, including for payment of default interest and attorneys' fees, if payment was not timely received. The maturity payment due under the Loan has never been paid.

C. The Receiver proposes to sell the Property (the "Sale") under a Purchase and Sale Agreement to the proposed buyer, National Retail Properties, LP, for a purchase price of \$8,550,000. The sale has been approved by the United States District Court for the Central District of California ("Court") in its Order granting Receiver's Motion for Order (A) Approving Sale of Real Property Free and Clear of Liens; (B) Authorizing the Receiver to Pay Certain Liens and Claims From the Sale Proceeds ("Order"). The Sale is scheduled to close escrow on November ~~21, 30,~~ 2012 ("Closing Date").

D. Lender asserts a claim against the Borrower, and a lien against the Property and the proceeds from the proposed Sale, under the Loan Documents for principal, note rate interest, default rate interest, and other expenses such as appraisal fees, environmental fees, legal fees, title expense, master servicer fees, special servicer expense, and miscellaneous expenses in an approximate total amount of no less than \$5,846,743.30. The Receiver disputes Lender's claim for the amounts of default interest and additional ~~legal fees~~ fees and expenses.

E. The Parties have agreed to cooperate in order to allow the Sale to close, but only on the terms and conditions in this Agreement.

AGREEMENT

1. The Parties acknowledge and agree that the foregoing Recitals ~~s are true and correct and~~ are incorporated as an integral part of this Agreement.

2. Proceeds of Sale. For adequate and valuable consideration, the Parties agree to the following terms and conditions:

2.1. Unpaid Principal Balance. Concurrently with the close of escrow for the Sale on the Closing Date, the unpaid principal balance of the Loan as calculated by Lender in the amount of \$5,164,250.04 shall be paid directly from escrow to Lender by wire transfer ("Unpaid Principal Balance") subject to Receiver's right to have the Court thereafter determine the correct amount of the Unpaid Principal Balance;

2.2. Third Party Expenses. ~~Concurrently with the close of escrow for the Sale~~ As of the Closing Date, Lenders asserts a claim for the following ~~unpaid~~ third party

expenses ~~shall be paid directly from escrow to Lender by wire transfer~~ ("Third Party Expenses");

<u>Third Party Expense</u>	<u>Amount</u>
Appraisal Fees	\$5,500.00
Environmental Fees	\$2,700.00
Title Expense	\$715.75
Master Servicer Fees / Charges	\$95.00
Miscellaneous Fees	\$553.00
Special Servicer Expense	\$125.00
Subtotal	\$9,688.75

The Third Party Expenses shall remain in the escrow account until further order from the Court or further agreement of the Parties.

2.3. Default Interest. As of the Closing Date, Lender asserts a claim for default interest in the amount of \$570,904.14 ("Default Interest"). The Default Interest amount shall remain in the escrow account until further order from the ~~receivership court~~ Court or further agreement of the Parties, and shall be subject to Lender's lien, ~~claim and encumbrance under the Loan Documents~~ as allowed by the Order.

2.4. Legal Fees. As of the Closing Date, Lender asserts a claim for attorneys' fees in the approximate amount of \$86,900.37 ("Legal Fees"). ~~Concurrently with the close of escrow for the Sale on the Closing Date, the Legal Fees shall be paid directly from escrow to Lender by wire transfer.~~ Lender asserts a claim for additional attorneys' fees from the Closing Date through the final adjudication of its claim in the estimated amount of \$15,000 ("Additional Legal Fees"), ~~which amount.~~ The Legal Fees and Additional Legal Fees shall remain in the escrow account until further order from the ~~receivership court~~ Court or further agreement of the Parties, ~~and shall be subject to Lender's lien, claim and encumbrance under the Loan Documents.~~

2.5. As of the Closing Date, Receiver asserts a right to recover from Lender the amount of \$15,000 for legal fees and expenses incurred because of Lender's actions ("Receiver's Expenses"). The amount of Receiver's Expenses shall be determined by the Court.

2.6. ~~2.5.~~ Remaining Proceeds of Sale. Other than the amounts for Unpaid Principal Balance, Third Party Expenses, Default Interest, Legal Fees and Additional Legal Fees, the remaining proceeds of the Sale ("Remaining Proceeds of Sale") may be distributed to the Receiver or otherwise paid as directed by the Receiver.

2.7. ~~2.6.~~ Claim Adjudication. The parties shall in good faith agree to a procedure to adjudicate or otherwise resolve Lender's claim to the Third Party Expenses, Legal Fees, Default Interest, and Additional Legal Fees, and the Receiver's claim to the Receiver's Expenses.

3. Release of Deed of Trust. Lender shall cooperate to assist with the closing of the Sale by releasing its Deed of Trust on the Property provided that its lien, ~~claim and encumbrance~~ under the ~~Loan Documents~~ Order shall attach to the proceeds of the Sale ~~for Default Interest and Additional Legal Fees.~~

~~4. — Releases:~~

~~4.1. — Release of Lender. Upon the closing of the Sale and the distribution of the Unpaid Principal Balance, Third Party Expenses, and Legal Fees to Lender at the Closing Date pursuant to Section 2, above, and in consideration of the terms of this Agreement, which the Parties agree constitute fair and reasonable value, Receiver hereby releases, acquits and forever discharges Lender, Lender's member(s), Lender's member(s)'s servicers and trustee(s) and each of their respective managers, members, directors, officers, employees, affiliates, predecessors, successors, parents, subsidiaries, attorneys, agents, or representatives, including LNR Partners, LLC (and its predecessors in interest), from any and all past, present and future claims of every kind, type and description, including but not limited to those arising out of, relating to, or which could have been raised in the receivership proceeding, relating in any way to the Unpaid Principal Balance, Third Party Expenses, and Legal Fees.~~

~~4.2. — Release of Receiver. Upon full performance of the terms of Section 2 above, and in consideration of each of the releases herein, which the Parties agree constitute fair and reasonable value, Lender hereby releases, acquits and forever discharges the Receiver, from any and all past, present and future claims of every kind, type and description, including but not limited to those arising out of, relating to, or which could have been raised in the receivership proceeding, relating in any way to the Remaining Proceeds of Sale.~~

~~The Parties hereby relinquish and waive all rights conferred upon them by the provisions of Section 1542 of the California Civil Code (or any like provision of federal or state law), which reads as follows:~~

~~A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.~~

~~The Parties hereby acknowledge that they or their attorneys might hereafter discover facts different from or in addition to those which they or their attorneys now know or believe to be true with respect to any of the matters herein released, including that no such claims presently exist, and, except as otherwise expressly provided herein, agree that this instrument shall remain in effect as a full and complete release notwithstanding any such different or additional facts.~~

~~4.~~ 5. Authority: Each Party warrants and represents to the others ~~that it is the sole and lawful owner of all right, title and interest in and to all of the claims released hereby and~~ that it has

not heretofore voluntarily or involuntarily, by operation of law or otherwise, assigned or transferred or purported to assign or transfer to any person any such claim or any portion thereof.

5. ~~6.~~ No Admission of Liability: This Agreement represents a compromise of a dispute between and among the Parties. It is expressly understood and agreed that this Agreement is entered into for the purpose of avoiding or limiting litigation and this Agreement shall not be construed as an admission by any Party of any liability whatsoever.

6. ~~7.~~ Governing Law: This Agreement shall be governed by and interpreted according to the laws of the State of California.

7. ~~8.~~ Fair Meaning: The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties.

8. ~~9.~~ Counterparts: This Agreement may be executed in counterparts which, taken together, shall constitute one and the same agreement and shall be effective as of the date first written above.

~~+10. — Entire Agreement: This Agreement (a) integrates all the terms and conditions mentioned herein or therein or incidental hereto or thereto, (b) supersedes all negotiations, oral statements, and prior writings with respect to the subject matter hereof and thereof, and (c) is intended by the Parties as the final expression of the agreement with respect to the terms and conditions set forth in this Agreement, and any such payment or instrument related thereto and as the complete and exclusive statement of the terms agreed to by the Parties.~~

9. ~~+11.~~ Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective heirs, successors and assigns.

10. ~~+12.~~ Amendments: No amendment or variations of the terms or provisions of this Agreement shall be valid unless made in writing and signed by each of the Parties.

11. ~~+13.~~ Advice of Counsel: Each Party represents and warrants that he/it has been represented by independent legal counsel of their own choice throughout all of the negotiations which preceded the execution of this Agreement and that this Agreement has been reviewed by such independent legal counsel, or has had the opportunity to engage independent legal counsel, but has chosen to proceed without counsel. The Parties further acknowledge that, prior to execution of this Agreement, they and their respective counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Agreement.

12. ~~+14.~~ Construction: The Parties hereto participated in the drafting of this Agreement. Therefore, in any construction of this Agreement, the Parties agree and understand that this Agreement shall not be construed against any Party on the basis of authorship.

EACH OF THE UNDERSIGNED HEREBY CERTIFY THAT THEY HAVE READ THIS ENTIRE AGREEMENT, FULLY UNDERSTAND IT AND AGREE TO ITS TERMS.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

SBMS 2000-C3 LANDMARK CENTER, LLC, a
North Carolina limited liability company

By: LNR Partners, LLC, a Florida limited
liability company, its manager

By: _____

Its:

Date:

THOMAS C. HEBRANK, the
Court-appointed permanent receiver
for, among others, Copeland
Properties 18, LLC

Date:

APPROVED AS TO FORM:

Duane Morris LLP

By:

Phillip K. Wang

Attorneys for Lender

SBMS 2000-C3 LANDMARK CENTER, LLC

Mulvaney Barry Beatty Linn & Mayers LLP

By:

John H. Stephens

Attorneys for Permanent Receiver

THOMAS C. HEBRANK

Exhibit 6

John H. Stephens

From: John H. Stephens
Sent: Friday, November 30, 2012 11:48 AM
To: 'Wang, Phillip K.'; Colabianchi, Marcus O. (MColabianchi@duanemorris.com)
Cc: 'thebrank@ethreadvisors.com'; Everett G. Barry, Jr.; Patrick L. Prindle
Subject: RE: Copeland CP18 Note Payoff Agreement

Dear Mr. Wang:

We have not heard from you concerning the documents requested to support the lender's "third party expenses." The receiver Tom Hebrank needs those immediately and we thought they would be readily available since they are included in the lender's payoff statement. We also have not received the loan history that was requested from Marcus Colabianchi over a month ago and from you weeks ago. Needless to say, the sale of the CP18 property could not close today.

Also, please confirm the following so there is no misunderstanding:

- The lender is refusing to provide escrow with cancellations of its deed of trust and UCC financing statements, which the title company is requiring to closing escrow, unless the receiver agrees to pay the lender's "third party expenses" out of the escrow.
- The lender is including in its "third party expenses" legal fees that have increased from the \$68,460, that your firm previously submitted to the court in its Payoff Statement, to \$96,460.
- The lender is aware of the court order authorizing the sale of the CP18 property free and clear of liens, which attach to the proceeds of the sale.
- The lender is requiring an agreement with the receiver, as a condition of providing the title company with cancellations of its DOT and UCC financing statement, that provides for payment of the "third party expenses" directly from escrow to the lender.
- The lender is requiring in the agreement, provisions that its liens are subject to the "loan documents" having read the court order and the motion for the order.
- The lender has not provided the receiver with the "series of assignments and allonges" identified in the agreement, which the lender committed to provide.
- The lender is requiring an "Entire Agreement" clause in the agreement notwithstanding the receiver's and my responses that it does not document the deal reached in the conference call with the lender.
- The lender is requiring a "Construction" clause in the agreement notwithstanding the receiver's and my responses that it does not document the deal reached in the conference call with the lender.
- The lender is unwilling to revise the agreement provided by you yesterday.
- The lender is aware that the receiver will pay out of escrow the principal balance of the lender's loan reserving all other disputes for the court.

We look forward to hearing from you at the earliest possible time. As more time passed, the risk increases that the buyer will cancel the sale.

Very truly yours,

John H. Stephens
Mulvaney Barry Beatty Linn & Mayers LLP

From: Wang, Phillip K. [mailto:PWang@duanemorris.com]
Sent: Thursday, November 29, 2012 9:53 AM

To: John H. Stephens
Cc: 'thebrank@ethreadvisors.com'; Everett G. Barry, Jr.; Patrick L. Prindle
Subject: RE: Copeland CP18 Note Payoff Agreement

Mr. Stephens

We acknowledge that there are disagreements between the lender and receiver on certain issues, including your mischaracterization of the draft agreements. Regardless, we thank you and the receiver for agreeing to cooperate with the sale of the property and attach an execution copy of the agreement (previously sent to you on 11/27) for everyone to sign.

Please confirm you are arranging for signatures and we will do the same.

We appreciate your willingness to cooperate with this sale.

Regards,

Phillip Wang
Partner

Duane Morris LLP
One Market Plaza, Spear Tower
Suite 2200
San Francisco, CA 94105-1127
P: 415.957.3185
F: 415.358.4725

pwang@duanemorris.com
www.duanemorris.com

From: John H. Stephens [<mailto:JStephens@mulvaneybarry.com>]
Sent: Thursday, November 29, 2012 9:31 AM
To: Wang, Phillip K.
Cc: thebrank@ethreadvisors.com; Everett G. Barry, Jr.; Patrick L. Prindle
Subject: RE: Copeland CP18 Note Payoff Agreement

Dear Mr. Wang:

As you know, escrow on the court-ordered sale of CP18's property is scheduled for tomorrow, after four extensions, and the buyer needs several days to pull funds. Please provide either an agreement that reflects the deal we reached with the lender as outlined in my email below, or the take-it-or-leave-it execution copy that you identify in your email, as soon as possible.

Unless we receive one of these agreements by 12:00 noon (PT) today, we will execute the version you sent on Tuesday 11/27/12 as the take-it-or-leave-it agreement.

Very truly yours,

John H. Stephens
Mulvaney Barry Beatty Linn & Mayers LLP

From: John H. Stephens
Sent: Wednesday, November 28, 2012 2:15 PM
To: 'Wang, Phillip K.'

Cc: thebrank@ethreadvisors.com; Everett G. Barry, Jr.; Patrick L. Prindle (pprindle@mulvaneybarry.com)

Subject: RE: Copeland CP18 Note Payoff Agreement

Dear Mr. Wang:

We disagree. Tom concurs that in our conference call, the deal was that only the principal note amount would be paid through escrow, and all other disputed fees, costs and expenses would be submitted to the court. Tom said he was terminating negotiations unless the lender accepted those terms, which then were agreed by your client. In his discussion with you, Tom says that he only agreed to pay the lender's fees and costs if the lender relinquished any claim to default interest, which the lender has not done.

The deal we reached was the same one that your colleague Marcus Colabianchi proposed on behalf of the lender before you took over (see attached email).

We believe the court order gives the receiver authority to sell the property free and clear of liens, which liens then attach to the sales proceeds as stated in the motion which the court granted. To accomplish that, the title company wants the lender to submit cancellations of the deed of trust and the UCC financing statements. Please advise whether the lender is prepared to do that.

If not, your proposed agreement should be further revised. In paragraphs 2.3 and 3 you state that following closing, certain disputed amounts shall be subject to lender's liens "under the loan document" and the court order. That is contrary to the court order which provides that the property is to be sold free and clear of liens, which attach to the proceeds. Please confirm that the language "the loan documents" will be deleted.

In addition, paragraphs 4 and 5 refer to different documents as being recorded at the same book and page (i.e. Book 7228, Page 2645). As indicated in my earlier revisions to your original draft agreement, we do not have the document identified in para. 5. Please send the document and explain how different documents were recorded on the same page.

You also struck my clause in recital B "Lender contends that" Borrow defaulted. We do not concede that the borrower was or remained in default so please confirm that the clause will be reinserted.

In paragraph 9, we do not agree that your proposed agreement is the "entire agreement". More to that, the lender has not provided the loan history to confirm the current loan amount, or the documents to support its "third party expenses" as was to be done. Please confirm that the paragraph will be deleted and the documents will be provided.

That said, if you and the lender do not agree to cooperate in allowing the sale of CP18's property to close pursuant to the court order, and you further do not agree to provide the requested documents and to make the additional revisions to the agreement, please send an execution version. We want the sale to close for the sake of the receivership estate and will address the lender disputes with the court.

If you want to discuss this further, please call.

Very truly yours,

John H. Stephens
Mulvaney Barry Beatty Linn & Mayers LLP

From: Wang, Phillip K. [<mailto:PWang@duanemorris.com>]

Sent: Wednesday, November 28, 2012 9:08 AM

To: John H. Stephens

Cc: thebrank@ethreadvisors.com; Everett G. Barry, Jr.

Subject: RE: Copeland CP18 Note Payoff Agreement

John,

Your recollection is mistaken.

We heard from both you and the receiver together, and me separately from the receiver, that the receiver was agreeable to pay, from escrow, (1) the principal balance of the loan, and (2) all third party expenses in the payoff statement dated as of 10/1/12 (with total third party expenses of \$78,149.62 which included legal fees as of that date of over \$68K), and that the default interest issue would be resolved by the court (with those funds remaining in escrow and subject to the lender's lien). You also requested an updated payoff statement, which we provided to you before on 11/21 and which actually lowered the total payoff amount. The payoff statement dated as of 11/21/12 (the previously scheduled closing date) included updated total third party expenses of \$106,429.17. However, instead of objecting to the difference of about \$28K, the receiver is now not willing to agree to pay any third party expenses. Thus, the receiver has materially changed the terms of our agreement.

In addition, as you previously informed me, it has been the position of the receiver that he had authority to close this sale regardless of whether the lender released its deed of trust due to the court's order approving the receiver's sale motion. As such, whether escrow closes on 11/30 seems entirely within the discretion of the receiver, although release of any sale proceeds would be subject to the lender's lien.

We are pleased to proceed with the agreement on the terms outlined in our last draft of the agreement. Please confirm we can finalize that agreement and prepare an execution copy. If you would like to speak further about this matter, please feel free to call me.

Regards, Phil

Phillip Wang
Partner

Duane Morris LLP
One Market Plaza, Spear Tower
Suite 2200
San Francisco, CA 94105-1127
P: 415.957.3185
F: 415.358.4725

pwang@duanemorris.com
www.duanemorris.com

From: John H. Stephens [<mailto:JStephens@mulvaneybarry.com>]
Sent: Tuesday, November 27, 2012 2:23 PM
To: Wang, Phillip K.
Cc: thebrank@ethreadvisors.com; Everett G. Barry, Jr.
Subject: RE: Copeland CP18 Note Payoff Agreement

Phil,

I think we can work around some of your language changes, but Tom Hebrank will not pay the Third Party Expenses through escrow. Our recollection of the deal is that if the lender would not relinquish its claim to the purported default interest, only the principal balance of the note would be paid and all other claims would be submitted to Judge Real. That also was the agreement Marcus Colabianchi proposed on the lender's behalf.

Please confirm that that is the deal so the buyer can order funds tomorrow. Otherwise, escrow will not close.

John
John H. Stephens
Mulvaney Barry Beatty Linn & Mayers LLP

From: Wang, Phillip K. [<mailto:PWang@duanemorris.com>]
Sent: Tuesday, November 27, 2012 11:28 AM
To: John H. Stephens
Cc: thebrank@ethreadvisors.com; Everett G. Barry, Jr.; Patrick L. Prindle
Subject: RE: Copeland CP18 Note Payoff Agreement

John

We attach a redline (and clean copy) with further changes to your draft revisions.

Please note you did not make your revisions to the draft agreement that was updated with a current payoff statement (which reduced the total payoff amount – see my attached e-mail) so I did my best to incorporate your changes to the correct version of the draft agreement and then made further changes.

Also, the Lender has not been able to review this draft so I must reserve its ability to make additional revisions.

Regards, Phil

Phillip Wang
Partner

Duane Morris LLP
One Market Plaza, Spear Tower
Suite 2200
San Francisco, CA 94105-1127
P: 415.957.3185
F: 415.358.4725

pwang@duanemorris.com
www.duanemorris.com

From: John H. Stephens [<mailto:JStephens@mulvaneybarry.com>]
Sent: Tuesday, November 27, 2012 10:52 AM
To: Wang, Phillip K.
Cc: thebrank@ethreadvisors.com; Everett G. Barry, Jr.; Patrick L. Prindle
Subject: RE: Copeland CP18 Note Payoff Agreement

Phil,

Do you have approval of or further revisions to my re-draft of the agreement. The buyer wants to know when to order funds for closing.

Thanks,

John H. Stephens
Mulvaney Barry Beatty Linn & Mayers LLP

From: John H. Stephens
Sent: Wednesday, November 21, 2012 2:56 PM
To: Wang, Phillip K. (PWang@duanemorris.com)
Cc: thebrank@ethreeadvisors.com; Everett G. Barry, Jr.; Patrick L. Prindle (pprindle@mulvaneybarry.com)
Subject: Copeland CP18 Note Payoff Agreement

Phil,

Attached are red-lined and merged versions of your draft agreement with my changes. These have not been discussed with Tom Hebrank.

John

John H. Stephens
Mulvaney Barry Beatty Linn & Mayers LLP

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Exhibit 7

John H. Stephens

From: John H. Stephens
Sent: Saturday, December 01, 2012 11:09 AM
To: 'Wang, Phillip K.'
Cc: 'thebrank@ethreadvisors.com'; Everett G. Barry, Jr.; Patrick L. Prindle; Colabianchi, Marcus O.
Subject: RE: Copeland CP18 Note Payoff Agreement

Dear Mr. Wang,

You are mistaken. The receiver did not decide at the last moment to postpone the sale and has never requested an extension of the escrow. Rather, the buyer and the receiver decided to again extend the escrow several days ago because of continuing problems resulting from the lender's refusal to comply with the court order.

Additionally, the receiver did not commit to sign the lender's take-it-or-leave-it agreement and in considering it has made a reasonable request for the documents supporting the lender's "third party expense," and in particular the attorney's fees. Judge Real seems very interested in the hourly rates charged. Again, please provide the documents at the earliest possible time or advise that the lender is refusing to do that too. Because the lender is demanding payment of its "third party expense" out of escrow, we don't understand why the back-up documents would be part of a later claim.

If you are interested in a constructive approach, it also would be helpful for you to confirm my bullet points. That too is a reasonable request that only requires confirmation of what clearly appears to be the lender's position. The receiver's position is simple. He will close the escrow, pay the lender's principal amount of its note, and reserve all other disputes for resolution by the court.

We look forward to a prompt response.

Very truly yours,

John H. Stephens
Mulvaney Barry Beatty Linn & Mayers LLP
401 West A St., 17th Floor
San Diego CA 92101
(619) 238-1010
(619) 238-1981 fax

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From: Wang, Phillip K. [mailto:PWang@duanemorris.com]
Sent: Friday, November 30, 2012 2:04 PM
To: John H. Stephens
Cc: 'thebrank@ethreadvisors.com'; Everett G. Barry, Jr.; Patrick L. Prindle; Colabianchi, Marcus O.
Subject: RE: Copeland CP18 Note Payoff Agreement

Mr. Stephens:

The lender is very surprised to learn that the receiver decided at the last moment to postpone the sale yet again. We understood from your prior e-mails (below) that the receiver intended to execute the attached agreement (a draft of which was initially sent to you on 11/27). As a result, yesterday, we arranged for the lender to sign the agreement and are ready to present the signed agreement to the title company as escrow instructions for the agreed upon distributions in the agreement. However, it seems clear the receiver has changed his mind and is now unwilling to sign it (if we are mistaken, please contact us immediately). Please let us know the new closing date selected by the receiver. We hope the receiver's decision to further delay the closing will not cause the buyer to cancel the sale.

There obviously are, and have been, disagreements between the receiver and the lender. To keep our discussion constructive and to stay focused on closing this transaction, we are not presently responding to your bullet point list of allegations, other than to say that your allegations are part of the disagreement between our clients. The lender does, however, reserve all rights and remedies to respond to these contentions at the appropriate time.

As for your document requests, please let us know where in the agreement there is a time frame for lender to provide such information to the receiver. Regardless, it seems that it would be more practical to include the back up documentation as part of the lender's claim against the receivership estate, all according to the proposed procedures that the receiver has yet to finalize with the court.

The lender stands ready to assist with the closing of this transaction pursuant to the attached agreement.

Regards,

Phillip Wang
Partner

Duane Morris LLP
One Market Plaza, Spear Tower
Suite 2200
San Francisco, CA 94105-1127
P: 415.957.3185
F: 415.358.4725

pwang@duanemorris.com
www.duanemorris.com

From: John H. Stephens [<mailto:JStephens@mulvaneybarry.com>]
Sent: Friday, November 30, 2012 11:48 AM
To: Wang, Phillip K.; Colabianchi, Marcus O.
Cc: 'thebrank@ethreadvisors.com'; Everett G. Barry, Jr.; Patrick L. Prindle
Subject: RE: Copeland CP18 Note Payoff Agreement

Dear Mr. Wang:

We have not heard from you concerning the documents requested to support the lender's "third party expenses." The receiver Tom Hebrank needs those immediately and we thought they would be readily available since they are included in the lender's payoff statement. We also have not received the loan history that was requested from Marcus

Colabianchi over a month ago and from you weeks ago. Needless to say, the sale of the CP18 property could not close today.

Also, please confirm the following so there is no misunderstanding:

- The lender is refusing to provide escrow with cancellations of its deed of trust and UCC financing statements, which the title company is requiring to closing escrow, unless the receiver agrees to pay the lender's "third party expenses" out of the escrow.
- The lender is including in its "third party expenses" legal fees that have increased from the \$68,460, that your firm previously submitted to the court in its Payoff Statement, to \$96,460.
- The lender is aware of the court order authorizing the sale of the CP18 property free and clear of liens, which attach to the proceeds of the sale.
- The lender is requiring an agreement with the receiver, as a condition of providing the title company with cancellations of its DOT and UCC financing statement, that provides for payment of the "third party expenses" directly from escrow to the lender.
- The lender is requiring in the agreement, provisions that its liens are subject to the "loan documents" having read the court order and the motion for the order.
- The lender has not provided the receiver with the "series of assignments and allonges" identified in the agreement, which the lender committed to provide.
- The lender is requiring an "Entire Agreement" clause in the agreement notwithstanding the receiver's and my responses that it does not document the deal reached in the conference call with the lender.
- The lender is requiring a "Construction" clause in the agreement notwithstanding the receiver's and my responses that it does not document the deal reached in the conference call with the lender.
- The lender is unwilling to revise the agreement provided by you yesterday.
- The lender is aware that the receiver will pay out of escrow the principal balance of the lender's loan reserving all other disputes for the court.

We look forward to hearing from you at the earliest possible time. As more time passed, the risk increases that the buyer will cancel the sale.

Very truly yours,

John H. Stephens
Mulvaney Barry Beatty Linn & Mayers LLP

Exhibit 8

John H. Stephens

From: John H. Stephens
Sent: Tuesday, December 04, 2012 4:32 PM
To: Wang, Phillip K. (PWang@duanemorris.com)
Cc: thebrank@ethreadvisors.com; Everett G. Barry, Jr.; Patrick L. Prindle (pprindle@mulvaneybarry.com)
Subject: CP 18; Signature Page
Attachments: HEBCO-124 Stephens and Hebrank Signatures re SBMS 2000-C3 Landmark Center Agreement (CP18).pdf

Dear Mr. Wang:

We have not received the immediate response requested from you to my 12/1/12 email requesting:

- documents to support the "third party expenses" being demanded by the lender from escrow;
- the billing rates being charged by the lender's counsel as part of those expenses;
- confirmation from the lender of its conditions for cooperating with the sale.

We also have not received the recent loan history that has been requested several times to confirm the payoff amount of the lender's note.

Instead, the lender has insisted that the receiver sign its form of agreement, which has been submitted on a take-it-or-leave-it basis and does not reflect the terms negotiated with the receiver.

The sale of the property is at risk because of the lender's delay, which risk is increasing with time. According to the last extension, the sale is scheduled to close 12/6/12, which means the buyer must order funds immediately.

Under the circumstance, the receiver has signed the attached page to avoid the sale being cancelled, and he is reserving all rights.

John H. Stephens
Mulvaney Barry Beatty Linn & Mayers LLP
401 West A St., 17th Floor
San Diego CA 92101
(619) 238-1010
(619) 238-1981 fax

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Exhibit 9

AGREEMENT REGARDING RECEIVER'S PROPOSED SALE OF PROPERTY

This Agreement Regarding Receiver's Proposed Sale Of Property (the "Agreement") is entered into as of November 21, 2012 by and between SBMS 2000-C3 LANDMARK CENTER, LLC ("Lender"), and THOMAS C. HEBRANK ("Receiver"), the Court-appointed permanent receiver for, among others, Copeland Properties 18, LLC ("Borrower"). Lender and Receiver may be referred to herein as the "Parties" or each a "Party." The Agreement has been agreed upon with reference to the following facts:

RECITALS

A. Lender holds a secured claim against Borrower, pursuant to a certain commercial loan (the "Loan") and all related Loan documents (collectively, the "Loan Documents"), including, without limitation, as follows:

1. On October 3, 2000, Wendover Greensboro, Ltd. ("Wendover"), as borrower, and Continental Wingate Capital Corporation ("Continental"), as lender, entered into a Promissory Note (the "Note") in the principal amount of \$7,100,000.
2. The Note is secured by, among other things, a certain Deed of Trust, Assignment of Leases and Rents and Security Agreement (the "Deed of Trust") given by Wendover to James S. Hassan as trustee for the benefit of Continental, recorded on October 3, 2000, in Book 5091, Page 0004, Guilford County Registry. The property subject to the Deed of Trust is, as more particularly described in the Deed of Trust, the real property and improvements located at 6103 Landmark Center Boulevard, Greensboro, North Carolina 27407, which is commonly referred to as the Garden Ridge Property, and all rents and profits generated therefrom (collectively, the "Property").
3. On April 11, 2002, Continental, as assignor, executed an Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement, for the benefit of the assignee, Wells Fargo Bank Minnesota, N.A., as trustee for the registered holders of Salomon Brothers Mortgage Securities VII, Inc. Commercial Mortgage Pass-Through Certificates, Series 2000-C3 (the "Trust"), recorded in Book 5485, Page 0426 of the Guilford County Registry.
4. On March 2, 2007, pursuant to an Assignment and Assumption Agreement with Holder's Consent by and among Wendover, Borrower, and Charles P. Copeland, Donald E. Copeland, Bruce Taber and Maureen Taber, as recorded in Book 6685, Page 1238 in the Guilford County Registry, the Borrower, as assuming borrower, assumed all of rights, obligations and interests under the Loan Documents, including, but not limited to, the Note and Deed of Trust. The Trust, as assignor, executed an Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement and Other Loan Documents, for the benefit of the assignee, Lender, as recorded on April 4, 2011, in Book 7228, Page 2645 of the Guilford County Registry.
5. Through a series of assignments and allonges, the Loan and the Loan Documents were assigned to Lender, including but not limited to, the Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement and Other Loan

Documents by the Trust, for the benefit of the assignee, Lender, as recorded on April 4, 2011, in Book 7228, Page 2645, of the Guilford County Registry.

B. Borrower defaulted under the Loan Documents by, among other things, failing to make all payments due when the loan matured on November 1, 2010. By letter dated April 29, 2011, Lender informed Borrower of its intent to enforce all provisions of the Loan Documents, including for payment of default interest and attorneys' fees. The maturity payment due under the Loan has never been paid.

C. The Receiver proposes to sell the Property (the "Sale") under a Purchase and Sale Agreement to the proposed buyer, National Retail Properties, LP, for a purchase price of \$8,550,000. The sale has been approved by the United States District Court for the Central District of California ("Court") in its Order granting Receiver's Motion for Order (A) Approving Sale of Real Property Free and Clear of Liens; (B) Authorizing the Receiver to Pay Certain Liens and Claims From the Sale Proceeds entered on October 3, 2012 ("Order"). The Sale is scheduled to close escrow on November 30, 2012 ("Closing Date").

D. Lender asserts a claim against the Borrower, and a lien against the Property and the proceeds from the proposed Sale, under the Loan Documents for principal, interest, and other expenses such as appraisal fees, environmental fees, legal fees, title expense, master servicer fees, special servicer expense, and miscellaneous expenses in an approximate total amount of no less than \$5,812,961.21. The Receiver disputes certain portions of Lender's claim.

E. The Parties have agreed to cooperate in order to allow the Sale to close, but only on the terms and conditions in this Agreement.

AGREEMENT

1. The Parties acknowledge and agree that the foregoing Recitals are incorporated as an integral part of this Agreement.

2. Proceeds of Sale. For adequate and valuable consideration, the Parties agree to the following terms and conditions:

2.1. Unpaid Principal Balance. Concurrently with the close of escrow for the Sale on the Closing Date, the unpaid principal balance of the Loan as calculated by Lender in the amount of \$5,129,404.62 shall be paid directly from escrow to Lender by wire transfer ("Unpaid Principal Balance") subject to Receiver's right to request the Court thereafter to determine the amount of the Unpaid Principal Balance;

2.2. Third Party Expenses. Concurrently with the close of escrow for the Sale on the Closing Date, the following third party expenses shall be paid directly from escrow to Lender by wire transfer ("Third Party Expenses");

<u>Third Party Expense</u>	<u>Amount</u>
Appraisal Fees	\$5,500 00
Environmental Fees	\$2,700 00
Legal Fees	\$96,640.42
Title Expense	\$715.75

Miscellaneous Fees	\$748.00
Special Servicer Expense	\$125.00
Subtotal	\$106,429.17

2.3. Default Interest. As of the Closing Date, Lender asserts a claim for default interest in the amount of \$577,127.42 ("Default Interest"). The Default Interest amount shall remain in the escrow account until further order from the Court or further agreement of the Parties, and shall be subject to Lender's lien under the Loan Documents and the Order.

2.4. Additional Legal Fees. Lender asserts a claim for additional attorneys' fees from the Closing Date through the final adjudication of its claim in the estimated amount of \$15,000 ("Additional Legal Fees"). The Additional Legal Fees shall remain in the escrow account until further order from the Court or further agreement of the Parties.

2.5. As of the Closing Date, Receiver asserts a claim to recover from Lender the amount of \$15,000 for legal fees and expenses incurred because of Lender's actions ("Receiver's Expenses"). The amount of Receiver's Expenses shall be determined by the Court or further agreement of the Parties.

2.6. Remaining Proceeds of Sale. Other than the amounts for Unpaid Principal Balance, Third Party Expenses, Default Interest, and Additional Legal Fees, the remaining proceeds of the Sale ("Remaining Proceeds of Sale") may be distributed to the Receiver or otherwise paid as directed by the Receiver.

2.7. Claim Adjudication. The parties shall in good faith agree to a procedure to adjudicate or otherwise resolve Lender's claim to Default Interest and Additional Legal Fees, and the Receiver's claim to the Receiver's Expenses.

3. Release of Deed of Trust. Lender shall cooperate to assist with the closing of the Sale by releasing its Deed of Trust on the Property provided that its lien under the Loan Documents and the Order shall attach to the proceeds of the Sale for Default Interest and Additional Legal Fees.

4. Authority: Each Party warrants and represents to the others that it has not heretofore voluntarily or involuntarily, by operation of law or otherwise, assigned or transferred or purported to assign or transfer to any person any such claim or any portion thereof.

5. No Admission of Liability: This Agreement represents a compromise of a dispute between and among the Parties. It is expressly understood and agreed that this Agreement is entered into for the purpose of avoiding or limiting litigation and this Agreement shall not be construed as an admission by any Party of any liability whatsoever.

6. Governing Law: This Agreement shall be governed by and interpreted according to the laws of the State of California.

7. Fair Meaning: The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties.

8. Counterparts: This Agreement may be executed in counterparts which, taken together, shall constitute one and the same agreement and shall be effective as of the date first written above.

9. Entire Agreement: This Agreement (a) integrates all the terms and conditions mentioned herein or therein or incidental hereto or thereto, (b) supersedes all negotiations, oral statements, and prior writings with respect to the subject matter hereof and thereof, and (c) is intended by the Parties as the final expression of the agreement with respect to the terms and conditions set forth in this Agreement, and any such payment or instrument related thereto and as the complete and exclusive statement of the terms agreed to by the Parties.

10. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective heirs, successors and assigns.

11. Amendments: No amendment or variations of the terms or provisions of this Agreement shall be valid unless made in writing and signed by each of the Parties.

12. Advice of Counsel: Each Party represents and warrants that he/it has been represented by independent legal counsel of their own choice throughout all of the negotiations which preceded the execution of this Agreement and that this Agreement has been reviewed by such independent legal counsel, or has had the opportunity to engage independent legal counsel, but has chosen to proceed without counsel. The Parties further acknowledge that, prior to execution of this Agreement, they and their respective counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Agreement.

13. Construction: The Parties hereto participated in the drafting of this Agreement. Therefore, in any construction of this Agreement, the Parties agree and understand that this Agreement shall not be construed against any Party on the basis of authorship.

EACH OF THE UNDERSIGNED HEREBY CERTIFY THAT THEY HAVE READ THIS ENTIRE AGREEMENT, FULLY UNDERSTAND IT AND AGREE TO ITS TERMS.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

SBMS 2000-C3 LANDMARK CENTER, LLC, a
North Carolina limited liability company

By: LNR Partners, LLC, a Florida limited
liability company, its manager

By: 
Its: Arnold Shulkin
Date: Vice President

THOMAS C. HEBRANK, the
Court-appointed permanent receiver
for, among others, Copeland
Properties 18, LLC

Date:

APPROVED AS TO FORM:

Duane Morris LLP

By: 

Phillip K. Wang

Attorneys for Lender

SBMS 2000-C3 LANDMARK CENTER, LLC

Mulvaney Barry Beatty Linn & Mayers LLP

By: _____

John H. Stephens

Attorneys for Permanent Receiver

THOMAS C. HEBRANK

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

SBMS 2000-C3 LANDMARK CENTER, LLC, a
North Carolina limited liability company

By: LNR Partners, LLC, a Florida limited
liability company, its manager

By: _____
Its: _____
Date: _____

THOMAS C. HEBRANK, the
Court-appointed permanent receiver
for, among others, Copeland
Properties 18, LLC


Date: 12-4-12

APPROVED AS TO FORM:

Duane Morris LLP

By: _____
Phillip K. Wang
Attorneys for Lender
SBMS 2000-C3 LANDMARK CENTER, LLC

Mulvaney Barry Beatty Linn & Mayers LLP

By: 
John H. Stephens
Attorneys for Permanent Receiver
THOMAS C. HEBRANK

Exhibit 10

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Escrow Agreement") is made this 6th day of December, 2012, by Thomas C. Hebrank, the Court-appointed permanent receiver for, among others, Copeland Properties 18 LP (the "Seller"), SBMS 2000-C3 LANDMARK CENTER, LLC (the "Secured Lender"), and REPUBLIC COMMERCIAL TITLE COMPANY OF FLORIDA, LLC (the "Escrow Agent").

WITNESSETH:

WHEREAS, Seller and Secured Lender have agreed to establish an Escrow Account in order to provide for Section 2.3 - Default Interest in the amount of \$582,114.36 and Section 2.4 - Additional Legal Fees in the amount of \$15,000.00 (together, the "Escrow Deposit") as reflected in the "Agreement Regarding Receiver's Proposed Sale of Property" dated 11/21/2012.

WHEREAS, the Escrow Agent has agreed to serve as escrow agent hereunder in accordance with all terms and conditions, and for the purposes set forth herein; and, the parties hereto have agreed to the escrow arrangement set forth hereinafter.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions stated, the receipt and sufficiency of which is hereby acknowledged, Seller, Secured Lender, and Escrow Agent hereby agree as follows:

1. **Establishment Of Escrow Arrangement.**

1.1 **Appointment And Acceptance.** Seller and Secured Lender hereby appoint Escrow Agent, and Escrow Agent hereby accepts such appointment, to serve as escrow agent under this Escrow Agreement in accordance with the terms and conditions and for the uses and purposes stated.

1.2 **Purposes.** This Escrow Agreement is established on account of the agreement of Seller and Secured Lender for the Escrow Agent to hold the funds described in Sections 2.3 and 2.4 of the "Agreement Regarding Receiver's Proposed Sale of Property" until receipt of a further order from the U.S. District Court for the Central District of California ("Court") or further agreement of the Seller and Secured Lender. The Escrow Deposit shall be held and disbursed by Escrow Agent in accordance with the following provisions of Section 1.3.

1.3 **Administration of Escrow Deposit.** Escrow Agent shall hold the Escrow Deposit in an interest bearing account at a federally insured institution. The account shall be a segregated account and interest shall be paid pursuant to further order of the Court or agreement of the Seller and Secured Lender. Escrow Agent shall be required to invest the funds in an account earning market rates and may invest it in one single account notwithstanding that such account balance may exceed federal deposit insurance. Escrow Agent shall disburse the Escrow Deposit pursuant to further order of the Court or further agreement of the Seller and Secured Lender.

1.4 Completion and Termination of Escrow Account. Upon Escrow Agent's disbursement of all funds held in escrow hereunder in accordance with a further order of the Court or further agreement of the Seller and Secured Lender, this Escrow shall cease and terminate and the parties shall have no further responsibilities or obligations of any nature or kind to each other hereunder, and the parties shall each be deemed to have fully and completely released, relinquished and forever discharged each other from any or all claims, liabilities, injuries or damages of any nature or kind whatsoever, known or unknown, arising out of the matters addressed by this Escrow Agreement.

2. Rights Of Escrow Agent.

2.1 Obligation. Nothing contained in this Escrow Agreement shall be deemed to impose any duty upon Escrow Agent to exercise discretion. Seller and Secured Lender intend that Escrow Agent shall not be obligated to act except as specifically provided in this Escrow Agreement.

2.2 Actions by Escrow Agent. Escrow Agent shall not be liable for anything which it may do or refrain from doing in connection herewith provided that it acts pursuant to a further order from the Court or a further agreement between Seller and Secured Lender.

2.3 Interpleader. In the event that Escrow Agent, in good faith, shall be in doubt as to what action it should take hereunder, Escrow Agent may, at its option, interplead the Escrow Deposit into the Court. In such event, Escrow Agent shall refrain from acting until the rights of Seller and Secured Lender shall have been fully and finally adjudicated by the Court.

2.4 Successor Escrow Agent. The Escrow Agent, or any successor Escrow Agent, may at any time resign upon approval of the Court.

3. Miscellaneous.

3.1 Enforceability. Any performance required hereunder shall be enforceable by specific performance, which right shall be in addition to any other rights or remedies available to a party hereto at law or in equity.

3.2 Severability. Unenforceability or invalidity for any reason of any provision of this Escrow Agreement shall not limit or impair the operation, validity or enforceability of any other provision hereof.

3.3 Amendments. No amendments, conditions, deletions, modifications or changes to or of this Escrow Agreement shall be of any force or effect whatsoever unless reduced to writing and signed by the duly authorized representatives of Seller, Secured Lender, and Escrow Agent.

3.4 Notice. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and may be delivered: (i) by hand, in which event the notice shall be deemed effective when delivered; (ii) by overnight courier, in which event the

notice shall be deemed to have been received on the next business day following delivery to such courier; or (iii) by facsimile, which shall be followed forthwith by letter, and such notice, request, demand or other communication shall be deemed to have been received on the next business day following dispatch and acknowledgment of receipt by the recipient's telex or telecopy machine. All notices and other communications under this Escrow Agreement shall be given to the parties hereto at the following addresses:

(a) If to Escrow Agent:

Republic Commercial Title Company of Florida, LLC
3370 Capital Circle NE, Suite C-3
Tallahassee, Florida 32308
Attn: Steve Bolles
Phone: (850) 294-8045
Email: stevebolles@embarqmail.com

(c) If to Seller:

E3 Advisors
501 West Broadway, Suite 800
San Diego, California 92101
Attn: Thomas C. Hebrank
Phone: (619) 400-4922
Fax: (619) 400-4923
Email: thebrank@ethreeadvisors.com

With a copy to:

Everett G. Barry, Jr.
401 West A Street, Suite 1700
San Diego, CA 92101
Phone: (619) 238-1010
Fax: (619) 238-1891
Email: ebarry@mulvaneybarry.com

(c) If to Secured Lender:

SBMS 2000-C3 LANDMARK CENTER, LLC
c/o LNR Partners, LLC
1600 Washington Avenue, Suite 700
Miami Beach, FL 33139

With a copy to :

Duane Morris LLP
One Market Plaza, Spear Tower
Suite 2200
San Francisco, CA 94105-1127
Attn: Phillip Wang
Phone: (415) 957-3185
Fax: (415) 358-4725
Email: pwang@duanemorris.com

Any party hereto may change its address specified for notices herein by designating a new address by notice in accordance with this Section 3.4.

3.5 Headings. The headings and captions in this Escrow Agreement are included only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Escrow Agreement, or the intent of any provision hereof.

3.6 Counterparts. This Escrow Agreement shall be executed in three (3) or more counterparts, each of which when fully executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute one and the same Escrow Agreement.

3.7 Governing Law. This Escrow Agreement is executed in, is performable under and shall be governed by and construed in accordance with the laws of the State of Florida, to which jurisdiction the parties hereto irrevocably consent.


3.8 Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, legal representatives and assigns.

[signature page follows]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed by the parties as of the date first written above.

SELLER:

Thomas C. Hebrank, the Court-appointed permanent receiver for, among others, Copeland Properties 18, LLC


Date: 12-7-12

SECURED LENDER:

SBMS 2000-C3 Landmark Center, LLC, a North Carolina limited liability company

By: LNR Partners, LLC, a Florida limited liability company, its manager

By: _____
Its: _____
Date: _____

ESCROW AGENT:

Republic Commercial Title Company of Florida, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed by the parties
as of the date first written above.

SELLER:

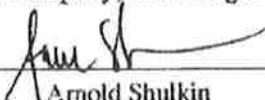
Thomas C. Hebrank, the Court-appointed
permanent receiver for, among others, Copeland
Properties 18, LP

Date:

SECURED LENDER:

SBMS 2000-C3 Landmark Center, LLC, a North
Carolina limited liability company

By: LNR Partners, LLC, a Florida limited
liability company, its manager

By: 
Its: Arnold Shulkin
Date: Vice President

ESCROW AGENT:

Republic Commercial Title Company of Florida,
LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed by the parties as of the date first written above.

SELLER:

Thomas C. Hebrank, the Court-appointed permanent receiver for, among others, Copeland Properties 18, LP

Date:

SECURED LENDER:

SBMS 2000-C3 Landmark Center, LLC, a North Carolina limited liability company

By: LNR Partners, LLC, a Florida limited liability company, its manager

By: _____

Its: _____

Date: _____


ESCROW AGENT:

Republic Commercial Title Company of Florida, LLC

By: _____

Name: _____

Title: _____


STEPHEN S. BOLLIS
President

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

9 Attorneys for Permanent Receiver
10 Thomas C. Hebrank

11 UNITED STATES DISTRICT COURT

12 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

13 SECURITIES AND EXCHANGE
14 COMMISSION,

15 Plaintiff,

16 v.

17 CHARLES P. COPELAND,
18 COPELAND WEALTH
19 MANAGEMENT, A FINANCIAL
20 ADVISORY CORPORATION,
21 AND COPELAND WEALTH
22 MANAGEMENT, A REAL ESTATE
23 CORPORATION,

24 Defendants.

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

**NOTICE OF LODGMENT OF
ORDER (A) DIRECTING
DISTRIBUTION OF FUNDS IN
ESCROW ACCOUNT; (B)
DIRECTING THE RETURN OF
FUNDS BY LENDER; AND (C)
DIRECTING PAYMENT BY
LENDER OF ATTORNEY'S FEES**

DATE: March 18, 2013
TIME: 10:00 a.m.
DEPT. 8, 2nd Floor

Judge: Hon. Manuel L. Real

25 Mulvaney Barry Beatty Linn & Mayers, counsel for Thomas C.
26 Hebrank, as the Court-appointed Permanent Receiver for Copeland

27 ///

28 ///

Wealth Management, a Financial Advisory Corporation and Copeland
Wealth Management, a Real Estate Corporation, and their subsidiaries
and affiliates, hereby lodges:

Exhibit "A" – [Proposed] Order (A) Directing Distribution of Funds in
Escrow Account; (B) Directing the Return of Funds by Lender; and (C)
Directing Payment by Lender of Attorney's Fees.

Dated: February 15, 2013

MULVANEY BARRY BEATTY LINN &
MAYERS LLP

By: /s/ John H. Stephens
Everett G. Barry, Jr.
John H. Stephens
Patrick L. Prindle
Attorneys for Permanent Receiver
Thomas C. Hebrank

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

HEBCO.124.353379.1

EXHIBIT A

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 (A)
DIRECTING DISTRIBUTION OF
FUNDS HELD IN ESCROW
ACCOUNT; (B) DIRECTING THE
RETURN OF FUNDS BY
LENDER; AND (C) DIRECTING
PAYMENT BY LENDER OF
RECEIVER'S ATTORNEY'S FEES**

DATE: March 18, 2013

TIME: 10:00 a.m.

DEPT. 8, 2nd Floor

Judge: Hon. Manuel L. Real

The Court having considered the Motion of Thomas C. Hebrank ("Receiver"), Court-appointed permanent receiver for Copeland Wealth Management, a Financial Advisory Corporation and Copeland Wealth Management, a Real Estate Corporation and their subsidiaries and affiliates, for an Order (A) Directing the Distribution of Funds Held in Escrow Account; (B) Directing the Return of Funds by Lender; and (C)

Directing Payment by Lender of Receiver's Attorney's Fees, and all papers in support of and opposition to the Motion, and good cause appearing therefor, hereby orders as follows:

1. The Motion is granted;
2. Escrow holding funds in the amount of \$597,114.36, shall distribute such funds, plus any accrued interest, to Receiver;
3. Lender SBMS 2000-C3 Landmark Center, LLC ("Lender"), shall pay to Receiver funds previously received by Lender in the amount of \$106,429.17, plus any accrued interest;
4. Lender shall pay to Receiver, as Receiver's attorney's fees, the amount of \$15,000.00;
5. All payments shall be made within 10 days after entry of this Order.

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

HEBCO.124.352485.1

Everett G. Barry, Jr. (SBN 053119)
John H. Stephens (SBN 82971)
Patrick L. Prindle (SBN 87516)
MULVANEY BARRY BEATTY LINN & MAYERS LLP
401 West A Street, 17th Floor
San Diego, CA 92101-7994
Telephone: 619-238-1010
Facsimile: 619-238-1981

Attorneys for Permanent Receiver
Thomas C. Hebrank

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

**REQUEST FOR JUDICIAL
NOTICE IN SUPPORT OF
MOTION FOR ORDER (A)
DIRECTING DISTRIBUTION OF
FUNDS IN ESCROW ACCOUNT;
(B) DIRECTING THE RETURN OF
FUNDS BY LENDER; AND (C)
DIRECTING PAYMENT BY
LENDER OF ATTORNEY'S FEES**

DATE: March 18, 2013

TIME: 10:00 a.m.

DEPT. 8, 2nd Floor

Judge: Hon. Manuel L. Real

Thomas C. Hebrank ("Receiver"), permanent receiver for Copeland Wealth Management, a Financial Advisory Corporation, Copeland Wealth Management, a Real Estate Corporation, and their subsidiaries and affiliates ("Receivership Entities") respectfully requests that this Court take judicial notice of the existence and content of the following documents:

Exhibit 1: Copeland Properties 18, L.P.'s Emergency Motion for Authority to Collect and Use Cash Collateral filed September 26, 2011, in the U.S. Bankruptcy Court for the Middle District of North Carolina, as Case Number 11-11462, Document Number 11.

Exhibit 2: Copeland Properties 18, L.P.'s Bankruptcy Case Docket, in the U.S. Bankruptcy Court for the Middle District of North Carolina, as Case Number 11-11462.

Pursuant to Rule 201 of the Federal Rules of Evidence, the Court should take judicial notice of facts "capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned." Rule 201(b)(2) requires two conditions: (1) that the fact in question is "capable of accurate and ready determination" and (2) that the source used to determine its accuracy be beyond reasonable question.

Here, both conditions are met. The documents are appropriate for judicial notice as they are records capable of being readily ascertained. *Lichoulas v. City of Lowell*, 555 F.3d 10, 13 (1st Cir. 2009) (rejecting argument that the trial court was limited to accept all pleaded allegations, as it was held proper to judicially notice their falsity). Moreover, the Court may take judicial notice of proceedings and filings that are matters of record in other courts, including those occurring during the pendency of the federal appeal. *United States v. Borneo, Inc.*, 971 F.2d 244, 248 (9th Cir. 1992) (taking judicial notice of state court proceedings); *Shaw v. Hahn*, 56 F.3d 1128, 1129, fn. 1 (9th Cir. 1995) (taking judicial notice of order from another court).

///

///

1 Based on the foregoing, Receiver respectfully requests that the
2 Court take judicial notice of the existence and content of the attached
3 documents.

4
5 DATED: February 15, 2013

MULVANEY BARRY BEATTY LINN &
MAYERS LLP

7
8 By: /s/ John H. Stephens
9 Everett G. Barry, Jr.
10 John H. Stephens
11 Patrick L. Prindle
12 Attorneys for Receiver
13 Thomas C. Hebrank

14 HEBCO.124.352430.1

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

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF NORTH CAROLINA
GREENSBORO DIVISION

In Re:

COPELAND PROPERTIES 18, L.P.,

Debtor.

Case No. 11-11462
Chapter 11

DEBTOR'S EMERGENCY MOTION
FOR AUTHORITY TO COLLECT AND USE CASH COLLATERAL

The Debtor, by and through its undersigned counsel and pursuant to the provisions of 11 U.S.C. §§ 365(a) and (f) and 363, moves the Court for the entry of an order authorizing the Debtor to collect and use the rents and profits from its real property. In support of its motion, the Debtor states the following:

1. On September 23, 2011, the Debtor filed its voluntary petition under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Middle District of North Carolina.
2. The Debtor, as debtor-in-possession, continues in possession of its property.
3. The Debtor is the owner of single asset real estate, as that term is defined in 11 U.S.C. § 101(51B), consisting of a nonresidential commercial building and approximately 11 acres located at 6103 Landmark Center Blvd. in Greensboro, North Carolina (the "Real Property"). The Real Property is the subject of a lease between the Debtor and Garden Ridge, L.P. ("Garden Ridge"), which occupies the Real Property and operates a Garden Ridge retail store there. Garden Ridge currently pays rent in the amount of \$79,272 per month. The Debtor is informed and believes that the rent constitutes cash collateral under applicable provisions of the Bankruptcy Code.

4. The Real Property is subject to an asserted deed of a trust securing a promissory note held by SBMS 2000-C3 Landmark Center, LLC (the "Lender"). The Lender asserts that it is owed approximately \$5,603,782. The Debtor is informed and believes that interest on the loan at the nondefault interest rate accrues at the rate of \$1,262.65 per day, or approximately \$38,400 per month.

5. The obligation of the Debtor to the Lender matured on November 1, 2010. When the Debtor was unable to secure alternative lending or negotiate an extension or renewal of the loan with the Lender by that date, the Lender exercised its asserted right to collect the rent directly from Garden Ridge. As a result, the Lender has received direct payments of all rent from Garden Ridge since November 2010, an amount totaling approximately \$872,000 through the September 2011 payment. In addition to collecting the Garden Ridge rents directly from the tenant, the Lender commenced a foreclosure proceeding on the Real Property, which after several postponements resulted in the sale of the property to the Lender on September 16, 2011. The Debtor filed this case during the upset bid period following that sale.

6. The pre-maturity payment amount to the Lender due under the loan was \$54,241.02 per month. As the result of the Lender's direct receipt of the full rent payment from Garden Ridge since November 1, 2010, as described below, the Debtor is informed and believes that the Lender holds in escrow at least \$87,327.75 (as of September 1, 2011) (the "Reserve Funds").¹

7. Pursuant to § 362(d)(3) of the Bankruptcy Code, the Debtor must commence interest payments to the Lender (or file a plan of reorganization) within ninety (90) days after the

¹ According to the "Payoff Statement" from the Lender dated September 1, 2011, the Lender held \$23,919.17 in its "Debt Reserve" category and \$48,523.02 in its "Lockbox Reserve" category. Another \$14,885.56 was held in an "Insurance" category.

commencement of the case. Section 362(d)(3) specifically authorizes the Debtor to make such interest payments to the Lender from the rents received from the Real Property. Therefore, it is necessary for the Court to order that the rent payments from Garden Ridge be made directly to the Debtor beginning with the October payment, rather than be made to the Lender.

8. On or about June 8, 2011 (and then amended thereafter), the Debtor entered into an executory contract between the Debtor and 6103 Landmark Center Blvd. LLC, which provides (in its latest amendment) for the sale of the Real Property to the Buyer for the purchase price of nine million dollars (\$9,000,000.00). The tax value of the Real Property is \$7,277,100.00.

9. Pending (1) the sale of the Real Property pursuant to the executory contract between the Debtor and 6103 Landmark Center Blvd. LLC or (2) the commencement of interest payments or the filing of a plan by the Debtor pursuant to § 362(d)(3), the Lender's interest in the Real Property is adequately protected by the significant equity in the property and the Reserve Funds held by the Lender from prior receipts of rent in excess of the prior contract payment amounts under the loan.

WHEREFORE, the Debtor requests that the Court enter its order as follows:

1. Authorizing the Debtor to receive and use all rents from Garden Ridge;
2. Authorizing and directing Garden Ridge to remit all future rent payments, beginning with the October 2011 payment, directly to the Debtor;
3. Finding that the Lender is adequately protected by the equity in the Real Property and the Reserve Funds now held by the Lender; and
4. Providing such other relief as is just and proper.

EXHIBIT 2

PlnDue, DsclsDue, DISMISSED

**U.S. Bankruptcy Court
Middle District of North Carolina (Greensboro)
Bankruptcy Petition #: 11-11462**

Case Manager: Christy H. 336-358-4007

Assigned to: Bankruptcy Judge Thomas W. Waldrep Jr.
Chapter 11
Voluntary
Asset

Date filed: 09/23/2011
Date terminated: 01/29/2013
Debtor dismissed: 03/30/2012

Debtor disposition: Dismissed for Other Reason

Debtor

Copeland Properties 18, L.P.
35800 Bob Hope Drive, Suite 210
Rancho Mirage, CA 92270
GUILFORD-NC
Tax ID / EIN: 20-8499195

represented by **Jennifer Adams Ledford**

Suite 500
101 West Friendly Ave.
P. O. Box 20570
Greensboro, NC 27420-0570
336-273-1600
Email: jledford@greensborolaw.com

Rayford K. Adams, III

Spilman Thomas & Battle, PLLC
110 Oakwood Drive
Suite 500
Winston-Salem, NC 27103
(336) 725-4710
Email: RKAdams@spilmanlaw.com

Bankruptcy Administrator

Michael D. West
Bankruptcy Administrator
P.O. Box 1828
Greensboro, NC 27402

Filing Date	#	Docket Text
01/29/2013		Bankruptcy Case Closed (Hamrick, C.) (Entered: 01/29/2013)
05/17/2012	<u>106</u>	BNC Certificate of Mailing - PDF Document. (RE: related document(s) <u>105</u> Order (Generic)) Notice Date 05/17/2012. (Admin.) (Entered: 05/18/2012)

EXHIBIT 2

05/15/2012	<u>105</u>	Order Re: (RE: related document(s) <u>88</u> Final Application for Compensation for Rayford K. Adams, III, Debtor's Attorney, Period: 9/23/2011 to 3/29/2012, Fees: \$55,405.00, Expenses: \$782.44 Filed by Attorney Rayford K. Adams, III. (Hamrick, C.) (Entered: 05/15/2012)
05/11/2012	<u>104</u>	Proposed Order <i>Approving Final Compensation and Reimbursement of Expenses for Counsel for Debtor</i> Filed by Debtor Copeland Properties 18, L.P. (RE: related document(s) <u>88</u> Final Application for Compensation for Rayford K. Adams III, Debtor's Attorney, Period: 9/23/2011 to 3/29/2012, Fee: \$57,920.00, Expenses: \$985.44.). (Adams, Rayford) (Entered: 05/11/2012)
05/07/2012	<u>103</u>	PDF with attached Audio File. Court Date & Time [5/3/2012 11:11:16 AM]. File Size [12036 KB]. Run Time [00:50:09]. (). (admin). (Entered: 05/07/2012)
05/07/2012	<u>102</u>	PDF with attached Audio File. Court Date & Time [5/3/2012 9:51:23 AM]. File Size [3084 KB]. Run Time [00:12:51]. (). (admin). (Entered: 05/07/2012)
05/03/2012		Court Minutes - Date of Hearing: 5/3/12 Appearances: Rayford Adams, Brian Anderson, Robyn Whitman (RE: related document(s) <u>88</u> Final Application y Rayford Adams for Compensation, Granted at a reduced amount, O: Atty. Adams, <u>99</u> Objection by the Bankruptcy Administrator to Final Application by Attorney for the Debtor for Compensation, <u>100</u> Objection by SBMS 2000-C3 Landmark Center, LLC, to Final Application by Attorney for the Debtor for Compensation, ORDERED: Granted in part, Denied in part (Champagne, K.) (Entered: 05/16/2012)
05/03/2012		Hearing Held (RE: related document(s) <u>88</u> Application for Compensation filed by Debtor Copeland Properties 18, L.P., <u>99</u> Objection filed by Bankruptcy Administrator Michael D. West, <u>100</u> Objection filed by Creditor SBMS 2000-C3 Landmark Center, LLC) (Champagne, K.) (Entered: 05/04/2012)
05/02/2012	<u>101</u>	Bankruptcy Administrator's Recommendation Re: Fees Filed by Bankruptcy Administrator Michael D. West (RE: related document(s) <u>99</u> Objection to filed by Bankruptcy Administrator Michael D. West). (West, Michael) (Entered: 05/02/2012)
05/01/2012		Hearing Set (RE: related document(s) <u>99</u> Objection filed by Bankruptcy Administrator Michael D. West, <u>100</u> Objection filed by Creditor SBMS 2000-C3 Landmark Center, LLC) Hearing scheduled 5/3/2012 at 09:30 AM at Courtroom #3, Greensboro. (Hamrick, C.) (Entered: 05/01/2012)

EXHIBIT 2

05/01/2012	<u>100</u>	Objection to (related document(s): <u>88</u> Final Application for Compensation for Rayford K. Adams III, Debtor's Attorney, Period: 9/23/2011 to 3/29/2012, Fee: \$57,920.00, Expenses: \$985.44. filed by Debtor Copeland Properties 18, L.P.) Filed by Creditor SBMS 2000-C3 Landmark Center, LLC (McAfee, Pamela) (Entered: 05/01/2012)
04/30/2012	<u>99</u>	Objection to (related document(s): <u>88</u> Final Application for Compensation for Rayford K. Adams III, Debtor's Attorney, Period: 9/23/2011 to 3/29/2012, Fee: \$57,920.00, Expenses: \$985.44. filed by Debtor Copeland Properties 18, L.P.) Filed by Bankruptcy Administrator Michael D. West (West, Michael) (Entered: 04/30/2012)
04/18/2012		Receipt of filing fee for Chapter 11 Quarterly Fees Statement(11-11462) [misc,11qtrfes] (975.00). Receipt number 4044315, amount \$ 975.00. (U.S. Treasury) (Entered: 04/18/2012)
04/18/2012	<u>98</u>	Chapter 11 Quarterly Fees Statement for Period: January 1 - March 31, 2012. ; Fee Amount \$975 Filed by Debtor Copeland Properties 18, L.P.. (Adams, Rayford) (Entered: 04/18/2012)
04/13/2012	<u>97</u>	BNC Certificate of Mailing - PDF Document. (RE: related document(s) <u>95</u> Order (Generic)) Notice Date 04/13/2012. (Admin.) (Entered: 04/14/2012)
04/12/2012	<u>96</u>	Certificate of Service Filed by Debtor Copeland Properties 18, L.P. (RE: related document(s) <u>88</u> Final Application for Compensation for Rayford K. Adams III, Debtor's Attorney, Period: 9/23/2011 to 3/29/2012, Fee: \$57,920.00, Expenses: \$985.44., <u>94</u> Exhibit, <u>95</u> Order (Generic)). (Adams, Rayford) (Entered: 04/12/2012)
04/11/2012	<u>95</u>	Order Rescheduling Hearing on 5/3/12 at 9:30 a.m. in Courtroom 3, Greensboro(RE:related document(s) <u>88</u> Final Application for Compensation for Rayford K. Adams III, Debtor's Attorney, Period: 9/23/2011 to 3/29/2012, Fee: \$57,920.00, Expenses: \$985.44 Filed by Attorney Rayford K. Adams, III. (The Debtor shall serve this order on all interested parties.) (Hamrick, C.) (Entered: 04/11/2012)
04/11/2012	<u>94</u>	Exhibit <i>Amended Exhibit E</i> Filed by Debtor Copeland Properties 18, L.P. (RE: related document(s) <u>88</u> Final Application for Compensation for Rayford K. Adams III, Debtor's Attorney, Period: 9/23/2011 to 3/29/2012, Fee: \$57,920.00, Expenses: \$985.44.). (Adams, Rayford) (Entered: 04/11/2012)
04/10/2012	<u>93</u>	Proposed Order <i>Rescheduling Hearing</i> Filed by Debtor Copeland Properties 18, L.P. (RE: related document(s) <u>86</u> Order on Motion to Dismiss Case). (Adams, Rayford) (Entered: 04/10/2012)

EXHIBIT 2

04/04/2012	<u>92</u>	BNC Certificate of Mailing. (RE: related document(s) <u>91</u> Notice of Final Fee Application) Notice Date 04/04/2012. (Admin.) (Entered: 04/05/2012)
04/02/2012	<u>91</u>	Notice of Final Fee Application (RE: related document(s) <u>88</u> Final Application for Compensation for Rayford K. Adams III, Debtor's Attorney, Period: 9/23/2011 to 3/29/2012, Fees: \$57,920.00, Expenses: \$985.44 Filed by Attorney Rayford K. Adams, III.) Hearing scheduled 5/3/2012 at 09:30 AM at Courtroom #3, Greensboro. (Hamrick, C.) (Entered: 04/02/2012)
04/01/2012	<u>90</u>	BNC Certificate of Mailing - PDF Document. (RE: related document(s) <u>86</u> Order on Motion to Dismiss Case) Notice Date 04/01/2012. (Admin.) (Entered: 04/02/2012)
04/01/2012	<u>89</u>	BNC Certificate of Mailing - Notice Dismissing Case. (RE: related document(s) <u>87</u> Notice of Dismissal) Notice Date 04/01/2012. (Admin.) (Entered: 04/02/2012)
03/30/2012	<u>88</u>	Final Application for Compensation for Rayford K. Adams III, Debtor's Attorney, Period: 9/23/2011 to 3/29/2012, Fee: \$57,920.00, Expenses: \$985.44. Filed by Attorney Rayford K. Adams III (Attachments: # <u>1</u> Exhibit A# <u>2</u> Exhibit B# <u>3</u> Exhibit C# <u>4</u> Exhibit D# <u>5</u> Exhibit E# <u>6</u> Exhibit F# <u>7</u> Exhibit G# <u>8</u> Exhibit H# <u>9</u> Exhibit I# <u>10</u> Exhibit J# <u>11</u> Exhibit K) (Adams, Rayford) (Entered: 03/30/2012)
03/30/2012	<u>87</u>	Notice of Dismissal. (Hamrick, C.) (Entered: 03/30/2012)
03/30/2012	<u>86</u>	Order Granting Motion to Dismiss Case. (Related Doc # <u>77</u>) (Hamrick, C.) (Entered: 03/30/2012)
03/27/2012	<u>85</u>	Proposed Order <i>on Motion to Dismiss Case</i> Filed by Creditor SBMS 2000-C3 Landmark Center, LLC (RE: related document(s) <u>77</u> Motion to Dismiss Case). (McAfee, Pamela) (Entered: 03/27/2012)
03/26/2012	<u>84</u>	PDF with attached Audio File. Court Date & Time [3/22/2012 10:10:20 AM]. File Size [10808 KB]. Run Time [00:45:02]. (admin). (Entered: 03/26/2012)
03/22/2012		Court Minutes - Date of Hearing: 3/22/12 Appearances: Rayford Adams, Pamela McAfee, Robert Price (RE: related document(s) <u>77</u> Motion by SBMS-C3 Landmark Center, LLC to Dismiss Case, ORDERED: Granted, O: Aty. McAfee (Champagne, K.) (Entered: 03/26/2012)

03/22/2012		Hearing Held (RE: related document(s) <u>77</u> Motion to Dismiss Case filed by Creditor SBMS 2000-C3 Landmark Center, LLC) (Champagne, K.) (Entered: 03/23/2012)
03/21/2012	<u>83</u>	Amended Certificate of Service Filed by Bankruptcy Administrator Michael D. West (RE: related document(s) <u>77</u> Motion to Dismiss Case). (West, Michael) (Entered: 03/21/2012)
03/21/2012	<u>82</u>	Response to (related document(s): <u>77</u> Motion to Dismiss Case filed by Creditor SBMS 2000-C3 Landmark Center, LLC) , Filed by Bankruptcy Administrator Michael D. West (West, Michael) (Entered: 03/21/2012)
02/29/2012	<u>81</u>	BNC Certificate of Mailing - PDF Document. (RE: related document(s) <u>80</u> Order on Application for Compensation) Notice Date 02/29/2012. (Admin.) (Entered: 03/01/2012)
02/27/2012	<u>80</u>	Order RE: Application For Compensation for Rayford K. Adams, Debtor's Attorney, Period: 10/20/2011 to 12/31/2011, Fees awarded: \$22,225.00; for Higgins Benjamin, PLLC, Debtor's Attorney, Period: 10/20/2011 to 12/31/2011, Expenses awarded: \$335.24; Awarded on 2/27/2012 (RE: related document(s) <u>69</u> Application for Compensation for Jennifer Adams Ledford, Debtor's Attorney, Period: 10/20/2011 to 12/31/2011, Fee: \$22,225.00, Expenses: \$335.24 Filed by Attorney Jennifer Adams Ledford.). (Hamrick, C.) (Entered: 02/27/2012)
02/18/2012	<u>79</u>	BNC Certificate of Mailing - Hearing. (RE: related document(s) <u>78</u> Hearing (Bk Motion) Set) Notice Date 02/18/2012. (Admin.) (Entered: 02/19/2012)
02/16/2012	<u>78</u>	Hearing Set (RE: related document(s) <u>77</u> Motion to Dismiss Case filed by Creditor SBMS 2000-C3 Landmark Center, LLC; and, in the alternative, should the Court decline to dismiss the Debtors Chapter 11 case, SBMS requests that the cash collateral order be revisited to provide it with adequate protection for the mounting administrative costs or, that the Court grant it relief from the automatic stay if such relief is consistent with orders of the California court.) Hearing scheduled 3/22/2012 at 09:30 AM at Courtroom #3, Greensboro. (Hamrick, C.) (Entered: 02/16/2012)
02/15/2012	<u>77</u>	Motion to Dismiss Case Filed by Creditor SBMS 2000-C3 Landmark Center, LLC (McAfee, Pamela) (Entered: 02/15/2012)
02/13/2012	<u>76</u>	Exhibit G - Detailed Statement of Services Rendered Filed by Debtor Copeland Properties 18, L.P. (RE: related document(s) <u>69</u> Application for Compensation for Jennifer Adams Ledford, Debtor's Attorney,

EXHIBIT 2

		Period: 10/20/2011 to 12/31/2011, Fee: \$22225.00, Expenses: \$335.24.). (Ledford, Jennifer) (Entered: 02/13/2012)
02/09/2012	<u>75</u>	BNC Certificate of Mailing. (RE: related document(s) <u>74</u> Notice of Fee Application - Quarterly/Monthly (Ch 11)) Notice Date 02/09/2012. (Admin.) (Entered: 02/10/2012)
02/07/2012	<u>74</u>	Notice of Quarterly Fee Application. (RE: related document(s) <u>69</u> Application for Compensation for Jennifer Adams Ledford, Debtor's Attorney, Period: 10/20/2011 to 12/31/2011, Fees: \$22,225.00, Expenses: \$335.24 Filed by Attorney Jennifer Adams Ledford.) Objections are due 2/23/2012. (Hamrick, C.) (Entered: 02/07/2012)
02/07/2012		Receipt of filing fee for Chapter 11 Quarterly Fees Statement(11-11462) [misc,11qtrfes] (650.00). Receipt number 3905031, amount \$ 650.00. (U.S. Treasury) (Entered: 02/07/2012)
02/07/2012	<u>73</u>	Chapter 11 Quarterly Fees Statement for Period: October 1 - December 31, 2011. ; Fee Amount \$650.00 Filed by Debtor Copeland Properties 18, L.P.. (Ledford, Jennifer) (Entered: 02/07/2012)
02/04/2012	<u>72</u>	BNC Certificate of Mailing - PDF Document. (RE: related document(s) <u>71</u> Order on Motion To Substitute Attorney) Notice Date 02/04/2012. (Admin.) (Entered: 02/05/2012)
02/02/2012	<u>71</u>	Order Granting Motion to Substitute Spilman Thomas & Battle, PLLC, for Higgins Benjamin, PLLC. (Related Doc # <u>70</u>) (Hamrick, C.) (Entered: 02/02/2012)
01/31/2012	<u>70</u>	Motion by Attorney Rayford K. Adams III and Spilman Thomas & Battle, PLLC To Substitute for Attorney Higgins Benjamin, PLLC Filed by Debtor Copeland Properties 18, L.P. (Attachments: # <u>1</u> Attachment Email from Tom Hebrank, Receiver# <u>2</u> Proposed Order Order Granting Motion to Substitute Counsel of Record) (Adams, Rayford) (Entered: 01/31/2012)
01/25/2012	<u>69</u>	Application for Compensation for Jennifer Adams Ledford, Debtor's Attorney, Period: 10/20/2011 to 12/31/2011, Fee: \$22225.00, Expenses: \$335.24. Filed by Attorney Jennifer Adams Ledford (Attachments: # <u>1</u> Exh A# <u>2</u> Exhibit B# <u>3</u> Exhibit C# <u>4</u> Exhibit D# <u>5</u> Exhibit E# <u>6</u> Certificate of Service) (Ledford, Jennifer) (Entered: 01/25/2012)
01/25/2012	<u>68</u>	Monthly Operating Report for Filing Period 11/1/2011-11/30/2011 Filed by Debtor Copeland Properties 18, L.P.. (Attachments: # <u>1</u> Document Bank Statement) (Ledford, Jennifer) (Entered: 01/25/2012)

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01/24/2012	<u>67</u>	Monthly Operating Report for Filing Period 09/23/2011-10/31/2011 Filed by Debtor Copeland Properties 18, L.P.. (Ledford, Jennifer) (Entered: 01/24/2012)
12/24/2011	<u>66</u>	BNC Certificate of Mailing - PDF Document. (RE: related document(s) <u>65</u> Order on Motion to Use Cash Collateral) Notice Date 12/24/2011. (Admin.) (Entered: 12/25/2011)
12/22/2011	<u>65</u>	Order Granting Emergency Motion to Use Cash Collateral Filed by Debtor Copeland Properties 18, L.P. (Related Doc # <u>11</u>) (Hamrick, C.) (Entered: 12/22/2011)
12/20/2011	<u>64</u>	PDF with attached Audio File. Court Date & Time [12/15/2011 11:17:09 AM]. File Size [8940 KB]. Run Time [00:37:15]. (admin). (Entered: 12/20/2011)
12/20/2011	<u>63</u>	Proposed Final Order from Court Hearing <i>Use of Cash Collateral</i> Filed by Debtor Copeland Properties 18, L.P. (RE: related document(s) <u>11</u> Emergency Motion to Use Cash Collateral). (Adams, Rayford) (Entered: 12/20/2011)
12/15/2011		Court Minutes - Date of Hearing: 12/15/11 Appearances: Rayford Adams, Robyn Whitman, Brian Anderson (RE: related document(s) <u>10</u> Request by the Bankruptcy Administrator for a Status Hearing (1), ORDERED: Held, <u>11</u> Motion by the Debtor to Use Cash Collateral (5), ORDERED: Approved, O: Atty. Adams, <u>12</u> Motion by the Debtor to Assume the Executory Contract with 6103 Landmark Center Blvd., LLC; and for private sale of real property to Landmark Center Blvd., LLC (5), ORDERED: Withdrawn, <u>28</u> Motion by the Debtor for authority to Assume and Assign Unexpired Lease with Garden Ridge, L.P. (5), ORDERED: Withdrawn (Champagne, K.) (Entered: 12/19/2011)
12/15/2011		Hearing Held (RE: related document(s) <u>11</u> Motion to Use Cash Collateral filed by Debtor Copeland Properties 18, L.P.), <u>12</u> Motion by the Debtor to Assume the Executory Contract with 6103 Landmark Center Blvd., LLC; and for private sale of real property to Landmark Center Blvd., LLC, <u>28</u> Motion by the Debtor for authority to Assume and Assign Unexpired Lease with Garden Ridge, L.P.(Champagne, K.) (Entered: 12/19/2011)
12/15/2011		Hearing Held (RE: related document(s) <u>10</u> B.A. Request for Status Hearing filed by Bankruptcy Administrator Michael D. West) (Champagne, K.) (Entered: 12/19/2011)

12/08/2011	<u>62</u>	Withdrawal of Motion Filed by Debtor Copeland Properties 18, L.P. (RE: related document(s) <u>12</u> Motion to Assume with 6103 Landmark Center Blvd. LLC., Motion for Private Sale of Real Property to Landmark Center Blvd. LLC for 9,000,000.00., <u>28</u> Motion to Assume with Garden Ridge, L.P.). (Attachments: # <u>1</u> Certificate of Service) (Adams, Rayford) (Entered: 12/08/2011)
11/23/2011	<u>61</u>	BNC Certificate of Mailing - PDF Document. (RE: related document(s) <u>60</u> Order (Generic)) Notice Date 11/23/2011. (Admin.) (Entered: 11/24/2011)
11/21/2011	<u>60</u>	Order Granting (RE: related document(s) <u>44</u> Application for Compensation for Rayford K. Adams III, Debtor's Attorney, Period: 9/23/2011 to 10/19/2011, Fees: \$16,520.00, Expenses: \$425.96 Filed by Attorney Rayford K. Adams, III). (Hamrick, C.) (Entered: 11/21/2011)
11/17/2011	<u>59</u>	PDF with attached Audio File. Court Date & Time [11/9/2011 2:48:28 PM]. File Size [2352 KB]. Run Time [00:09:48]. (). (admin). (Entered: 11/17/2011)
11/17/2011	<u>58</u>	PDF with attached Audio File. Court Date & Time [11/15/2011 10:03:07 AM]. File Size [1420 KB]. Run Time [00:05:55]. (). (admin). (Entered: 11/17/2011)
11/16/2011	<u>57</u>	PDF with attached Audio File. Court Date & Time [11/3/2011 10:13:59 AM]. File Size [5976 KB]. Run Time [00:24:54]. (). (admin). (Entered: 11/16/2011)
11/15/2011		Hearing Continued (RE: related document(s) <u>28</u> Motion to Assume/Reject filed by Debtor Copeland Properties 18, L.P.) Hearing to be held on 12/15/2011 at 09:30 AM Courtroom #3, Greensboro for <u>28</u> , (Champagne, K.) (Entered: 11/15/2011)
11/15/2011		Hearing Continued (RE: related document(s) <u>12</u> Motion to Assume/Reject filed by Debtor Copeland Properties 18, L.P.) Hearing to be held on 12/15/2011 at 09:30 AM Courtroom #3, Greensboro for <u>12</u> , (Champagne, K.) (Entered: 11/15/2011)
11/15/2011		Hearing Continued (RE: related document(s) <u>10</u> B.A. Request for Status Hearing filed by Bankruptcy Administrator Michael D. West) Hearing to be held on 12/15/2011 at 09:30 AM Courtroom #3, Greensboro for <u>10</u> , (Champagne, K.) (Entered: 11/15/2011)
11/15/2011		Hearing Continued (RE: related document(s) <u>11</u> Motion to Use Cash Collateral filed by Debtor Copeland Properties 18, L.P.) Hearing to be

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		held on 12/15/2011 at 09:30 AM Courtroom #3, Greensboro for <u>11</u> , (Champagne, K.) (Entered: 11/15/2011)
11/15/2011		Hearing Held (RE: related document(s) <u>44</u> Application for Compensation filed by Debtor Copeland Properties 18, L.P.) (Champagne, K.) (Entered: 11/15/2011)
11/15/2011	<u>56</u>	Proposed Order from Court Hearing <i>Authorizing Compensation</i> Filed by Debtor Copeland Properties 18, L.P. (RE: related document(s) <u>44</u> Application for Compensation for Rayford K. Adams III, Debtor's Attorney, Period: 9/23/2011 to 10/19/2011, Fee: \$16,520.00, Expenses: \$425.96.). (Adams, Rayford) (Entered: 11/15/2011)
11/11/2011	<u>55</u>	Bankruptcy Administrator's Recommendation Re: Fees Filed by Bankruptcy Administrator Michael D. West (RE: related document(s) <u>44</u> Application for Compensation for Rayford K. Adams III, Debtor's Attorney, Period: 9/23/2011 to 10/19/2011, Fee: \$16,520.00, Expenses: \$425.96. Filed by Attorney Rayford K. Adams III filed by Debtor Copeland Properties 18, L.P.). (West, Michael) (Entered: 11/11/2011)
11/10/2011	<u>54</u>	BNC Certificate of Mailing - PDF Document. (RE: related document(s) <u>53</u> Order Continuing Hearing) Notice Date 11/10/2011. (Admin.) (Entered: 11/11/2011)
11/09/2011		Court Minutes - Date of Hearing: 11/9/11 Appearances: Rayford Adams, Robert Price (RE: related document(s) <u>11</u> Motion by the Debtor to Use Cash Collateral (3), <u>12</u> Motion by the Debtor to Assume the Executory Contract with 6103 Landmark Center Blvd, LLC, and for private sale of real property to Landmark Center Blvd, LLC (3), <u>28</u> Motion by the Debtor for authority to Assume and Assign Unexpired Lease wityh Garden Ridge, L.P. (3), ORDERED: Cont. to 11/15/11 at 2:00 p.m. (Champagne, K.) (Entered: 11/14/2011)
11/09/2011		Hearing Continued (RE: related document(s) <u>28</u> Motion to Assume/Reject filed by Debtor Copeland Properties 18, L.P.) Hearing to be held on 11/15/2011 at 09:30 AM Courtroom #3, Greensboro for <u>28</u> , (Champagne, K.) (Entered: 11/09/2011)
11/09/2011		Hearing Continued (RE: related document(s) <u>12</u> Motion to Assume/Reject filed by Debtor Copeland Properties 18, L.P.) Hearing to be held on 11/15/2011 at 09:30 AM Courtroom #3, Greensboro for <u>12</u> , (Champagne, K.) (Entered: 11/09/2011)
11/09/2011		Hearing Continued (RE: related document(s) <u>11</u> Motion to Use Cash Collateral filed by Debtor Copeland Properties 18, L.P.) Hearing to be held on 11/15/2011 at 09:30 AM Courtroom #3, Greensboro for <u>11</u> ,

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		(Champagne, K.) (Entered: 11/09/2011)
11/08/2011	<u>53</u>	Order Continuing Hearing On (RE: related document(s) <u>11</u> Motion to Use Cash Collateral filed by Debtor Copeland Properties 18, L.P., <u>12</u> Motion to Assume/Reject filed by Debtor Copeland Properties 18, L.P., Motion for Private Sale, <u>28</u> Motion to Assume/Reject filed by Debtor Copeland Properties 18, L.P.). Hearing scheduled 11/9/2011 at 02:00 PM at Courtroom, Winston-Salem. (Hamrick, C.) Modified on 11/8/2011 (Martin, D.) **[Location of Hearing has been corrected to state Courtroom, Winston-Salem]. (Entered: 11/08/2011)
11/03/2011		Court Minutes - Date of Hearing: 11/3/11 Appearances: Rayford Adams, Robert Price (RE: related document(s) <u>11</u> Motion by the Debtor to Use Cash Collateral (2), <u>12</u> Motion BY the Debtor to Assume the Executory Contract with 6103 Landmark Center Blvd, LLC., and for private sale of real and personal property to Landmark Center Blvd, LLC (2), <u>28</u> Motion by the Debtor for authority to Assume and Assign Unexpired Lease with Garden Ridge, L.P. (2), ORDERED: Cont. to 11/9/11 at 2:00 p.m., O: Atty. Adams (Champagne, K.) (Entered: 11/04/2011)
11/03/2011		Hearing Continued (RE: related document(s) <u>28</u> Motion to Assume/Reject filed by Debtor Copeland Properties 18, L.P.) Hearing to be held on 11/9/2011 at 02:00 PM Courtroom, Winston-Salem for <u>28</u> , (Champagne, K.) (Entered: 11/03/2011)
11/03/2011		Hearing Continued (RE: related document(s) <u>12</u> Motion to Assume/Reject filed by Debtor Copeland Properties 18, L.P.) Hearing to be held on 11/9/2011 at 02:00 PM Courtroom, Winston-Salem for <u>12</u> , (Champagne, K.) (Entered: 11/03/2011)
11/03/2011		Hearing Continued (RE: related document(s) <u>11</u> Motion to Use Cash Collateral filed by Debtor Copeland Properties 18, L.P.) Hearing to be held on 11/9/2011 at 02:00 PM Courtroom, Winston-Salem for <u>11</u> , (Champagne, K.) (Entered: 11/03/2011)
11/03/2011	<u>52</u>	Proposed Order from Court Hearing Filed by Debtor Copeland Properties 18, L.P. (RE: related document(s) <u>11</u> Emergency Motion to Use Cash Collateral , <u>12</u> Motion to Assume with 6103 Landmark Center Blvd. LLC., Motion for Private Sale of Real Property to Landmark Center Blvd. LLC for 9,000,000.00., <u>28</u> Motion to Assume with Garden Ridge, L.P.). (Adams, Rayford) (Entered: 11/03/2011)
11/03/2011		Receipt of filing fee for Chapter 11 Quarterly Fees Statement(11-11462) [misc,11qtrfes] (325.00). Receipt number 3744172, amount \$ 325.00. (U.S. Treasury) (Entered: 11/03/2011)

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11/03/2011	<u>51</u>	Chapter 11 Quarterly Fees Statement for Period: July 1 - Sept 30, 2011. ; Fee Amount \$325.00 Filed by Debtor Copeland Properties 18, L.P.. (Adams, Rayford) (Entered: 11/03/2011)
11/02/2011	<u>50</u>	Document <i>Notice of Appointment of Receiver for Debtor</i> Filed by Debtor Copeland Properties 18, L.P.. (Attachments: # <u>1</u> Exhibit A# <u>2</u> Exhibit B) (Adams, Rayford) (Entered: 11/02/2011)
10/27/2011	<u>49</u>	PDF with attached Audio File. Court Date & Time [10/26/2011 2:33:39 PM]. File Size [4544 KB]. Run Time [00:18:56]. (). (admin). (Entered: 10/27/2011)
10/26/2011		Court Minutes - Date of Hearing: 10/26/11. Appearances: Rayford Adams, Robert Price (RE: related document(s) <u>11</u> Motion by the Debtor to Use Cash Collateral (1), <u>12</u> Motion by the Debtor to Assume the Executory Contract with 6103 Landmark Center Blvd, LLC; and for private sale of real property to Landmark Center Blvd, LLC (1), <u>28</u> Motion by the Debtor for authority to Assume and Assign Unexpired Lease with Garden Ridge, L.P. (1), ORDERED: Cont. to 11/3/11 at 9:30 a.m. in Greensboro (Champagne, K.) (Entered: 10/31/2011)
10/26/2011		Hearing Continued (RE: related document(s) <u>28</u> Motion to Assume/Reject filed by Debtor Copeland Properties 18, L.P.) Hearing to be held on 11/3/2011 at 09:30 AM Courtroom #3, Greensboro for <u>28</u> , (Champagne, K.) (Entered: 10/28/2011)
10/26/2011		Hearing Continued (RE: related document(s) <u>12</u> Motion to Assume/Reject filed by Debtor Copeland Properties 18, L.P.) Hearing to be held on 11/3/2011 at 09:30 AM Courtroom #3, Greensboro for <u>12</u> , (Champagne, K.) (Entered: 10/28/2011)
10/26/2011		Hearing Continued (RE: related document(s) <u>11</u> Motion to Use Cash Collateral filed by Debtor Copeland Properties 18, L.P.) Hearing to be held on 11/3/2011 at 09:30 AM Courtroom #3, Greensboro for <u>11</u> , (Champagne, K.) (Entered: 10/28/2011)
10/26/2011	<u>48</u>	BNC Certificate of Mailing. (RE: related document(s) <u>47</u> Notice of Initial Fee Application) Notice Date 10/26/2011. (Admin.) (Entered: 10/27/2011)
10/24/2011	<u>47</u>	Notice of Initial Fee Application. (RE: related document(s) <u>44</u> Application for Compensation for Rayford K. Adams, III, Debtor's Attorney, Period: 9/23/2011 to 10/19/2011, Fees: \$16,520.00, Expenses: \$425.96 Filed by Attorney Rayford K. Adams, III, filed by Debtor Copeland Properties 18, L.P.) Hearing scheduled 11/15/2011 at 09:30 AM at Courtroom #3, Greensboro. (Hamrick, C.) (Entered: 10/24/2011)

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10/23/2011	<u>46</u>	BNC Certificate of Mailing - PDF Document. (RE: related document(s) <u>45</u> Order on Application to Employ) Notice Date 10/23/2011. (Admin.) (Entered: 10/24/2011)
10/21/2011	<u>45</u>	Order Granting Application to Employ Rayford K. Adams III and the firm of Higgins Benjamin Eagles & Adams as counsel for the Debtor. (Related Doc # <u>4</u>) (Leonard, J.) (Entered: 10/21/2011)
10/21/2011	<u>44</u>	Application for Compensation for Rayford K. Adams III, Debtor's Attorney, Period: 9/23/2011 to 10/19/2011, Fee: \$16,520.00, Expenses: \$425.96. Filed by Attorney Rayford K. Adams III (Attachments: # <u>1</u> Exhibit A-D# <u>2</u> Exhibit E# <u>3</u> Exhibit F-G) (Adams, Rayford) (Entered: 10/21/2011)
10/20/2011	<u>42</u>	Proposed Order <i>Approving Employment of Counsel for the Debtor</i> Filed by Debtor Copeland Properties 18, L.P. (RE: related document(s) <u>4</u> Application to Employ Rayford K. Adams III and the firm of Higgins Benjamin Eagles & Adams PLLC as Attorney for the Debtor). (Adams, Rayford) (Entered: 10/20/2011)
10/19/2011		Chapter 11 Meeting of Creditors Held (Parnell, Donna) (Entered: 10/19/2011)
10/15/2011	<u>43</u>	BNC Certificate of Mailing - PDF Document. (RE: related document(s) <u>41</u> Order on Motion to Use Cash Collateral) Notice Date 10/15/2011. (Admin.) (Entered: 10/21/2011)
10/13/2011	<u>41</u>	Order Granting in Part, Continuing in Part Motion To Use Cash Collateral on 10/26/11 at 2:00 p.m. in Courtroom, Winston-Salem. (Related Doc # <u>11</u>) (Hamrick, C.) (Entered: 10/13/2011)
10/12/2011	<u>40</u>	Statement of Financial Affairs Filed by Debtor Copeland Properties 18, L.P.. (Adams, Rayford) (Entered: 10/12/2011)
10/12/2011	<u>39</u>	Disclosure of Compensation of Attorney for Debtor Filed by Debtor Copeland Properties 18, L.P.. (Attachments: <u>1</u> Exhibit Engagement Agreement) (Adams, Rayford) (Entered: 10/12/2011)
10/11/2011	<u>38</u>	PDF with attached Audio File. Court Date & Time [10/6/2011 12:21:03 PM]. File Size [6316 KB]. Run Time [00:26:19]. (). (admin). (Entered: 10/11/2011)
10/11/2011	<u>37</u>	Proposed Order from Court Hearing Filed by Debtor Copeland Properties 18, L.P. (RE: related document(s) <u>11</u> Emergency Motion to Use Cash Collateral). (Adams, Rayford) (Entered: 10/11/2011)

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10/06/2011		Court Minutes - Date of Hearing: 10/6/11 Appearances: Rayford Adams, Brian Anderson, Robyn Whitman (RE: related document(s) <u>11</u> Motion by the Debtor to Use Cash Collateral, ORDERED: Approved, Cont. to 10/26/11 at 2:00 p.m. in Winston-Salem, O: Atty. Adams, <u>12</u> Motion by the Debtor to Assume the Executory Contract with 6103 Landmark Center Blvd, LLC, and for private sale of real property to Landmark Center Blvd, LLC, ORDERED: Cont. to 10/26/11 at 2:00 p.m. in Winston-Salem, <u>28</u> Motion by the Debtor to Assume and Assign Unexpired Lease with Garden Ridge, L.P., ORDERED: Cont. to 10/26/11 at 2:00 p.m. in Winston-Salem (Champagne, K.) (Entered: 10/13/2011)
10/06/2011		Hearing Continued (RE: related document(s) <u>28</u> Motion to Assume/Reject filed by Debtor Copeland Properties 18, L.P.) Hearing to be held on 10/26/2011 at 02:00 PM Courtroom, Winston-Salem for <u>28</u> , (Champagne, K.) (Entered: 10/13/2011)
10/06/2011		Hearing Continued (RE: related document(s) <u>12</u> Motion to Assume/Reject filed by Debtor Copeland Properties 18, L.P.) Hearing to be held on 10/26/2011 at 02:00 PM Courtroom, Winston-Salem for <u>12</u> , (Champagne, K.) (Entered: 10/13/2011)
10/06/2011		Hearing Continued (RE: related document(s) <u>11</u> Motion to Use Cash Collateral filed by Debtor Copeland Properties 18, L.P.) Hearing to be held on 10/26/2011 at 02:00 PM Courtroom, Winston-Salem for <u>11</u> , (Champagne, K.) (Entered: 10/13/2011)
10/02/2011	<u>36</u>	BNC Certificate of Mailing - PDF Document. (RE: related document(s) <u>33</u> Order Continuing Hearing) Service Date 10/02/2011. (Admin.) (Entered: 10/03/2011)
09/30/2011	<u>35</u>	BNC Certificate of Mailing - PDF Document. (RE: related document(s) <u>20</u> Order on Motion to Expedite Hearing) Service Date 09/30/2011. (Admin.) (Entered: 10/01/2011)
09/30/2011	<u>34</u>	Notice of Appearance and Request for Notice <i>and Papers</i> by Pamela W. McAfee Filed by Creditor SBMS 2000-C3 Landmark Center, LLC. (McAfee, Pamela) (Entered: 09/30/2011)
09/30/2011	<u>33</u>	Order Continuing Hearing On (RE: related document(s) <u>11</u> Motion to Use Cash Collateral filed by Debtor Copeland Properties 18, L.P.). Hearing scheduled 10/6/2011 at 09:30 AM at Courtroom #3, Greensboro. (Hamrick, C.) (Entered: 09/30/2011)
09/29/2011	<u>32</u>	BNC Certificate of Mailing - Hearing. (RE: related document(s) <u>18</u> Hearing (Bk Motion) Set) Service Date 09/29/2011. (Admin.) (Entered: 09/29/2011)

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		09/30/2011)
09/29/2011		Hearing Set (RE: related document(s) <u>28</u> Motion to Assume/Reject filed by Debtor Copeland Properties 18, L.P.) Hearing scheduled 10/6/2011 at 09:30 AM at Courtroom #3, Greensboro. (Hammock, S.) (Entered: 09/29/2011)
09/29/2011	<u>31</u>	Order Granting Motion to Expedite Hearing on October 6, 2011, at 9:30 a.m., Courtroom 3, 101 Edgeworth Street, Greensboro, NC (RE: related document(s) <u>28</u> Motion to Assume/Reject). Atty to serve Order on Parties (Hammock, S.) (Entered: 09/29/2011)
09/29/2011	<u>30</u>	Proposed Order Filed by Debtor Copeland Properties 18, L.P. (RE: related document(s) <u>29</u> Motion to Expedite Hearing (related documents <u>28</u> Motion to Assume/Reject)). (Adams, Rayford) (Entered: 09/29/2011)
09/29/2011	<u>29</u>	Motion to Expedite Hearing (related documents <u>28</u> Motion to Assume/Reject) Filed by Debtor Copeland Properties 18, L.P. (Attachments: <u>1</u> Certificate of Service) (Adams, Rayford) (Entered: 09/29/2011)
09/29/2011	<u>28</u>	Motion to Assume with Garden Ridge, L.P.. Filed by Debtor Copeland Properties 18, L.P. (Attachments: <u>1</u> Exhibit A <u>2</u> Certificate of Service) (Adams, Rayford) (Entered: 09/29/2011)
09/29/2011	<u>27</u>	Proposed Order Filed by Debtor Copeland Properties 18, L.P. (RE: related document(s) <u>26</u> Motion to Continue Hearing On (related documents <u>11</u> Motion to Use Cash Collateral, <u>15</u> Motion to Expedite Hearing)). (Adams, Rayford) (Entered: 09/29/2011)
09/29/2011	<u>26</u>	Motion to Continue Hearing On (related documents <u>11</u> Motion to Use Cash Collateral, <u>15</u> Motion to Expedite Hearing) Filed by Debtor Copeland Properties 18, L.P. (Attachments: <u>1</u> Certificate of Service) (Adams, Rayford) (Entered: 09/29/2011)
09/29/2011	<u>25</u>	Certificate of Service Filed by Debtor Copeland Properties 18, L.P. (RE: related document(s) <u>20</u> Order on Motion to Expedite Hearing). (Adams, Rayford) (Entered: 09/29/2011)
09/28/2011	<u>24</u>	BNC Certificate of Mailing - PDF Document. (RE: related document(s) <u>17</u> Order on Motion to Expedite Hearing) Service Date 09/28/2011. (Admin.) (Entered: 09/29/2011)
09/28/2011	<u>23</u>	BNC Certificate of Mailing - PDF Document. (RE: related document(s) <u>6</u> Designating Party to Act on behalf of Corp/Partnership)

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		Service Date 09/28/2011. (Admin.) (Entered: 09/29/2011)
09/28/2011	<u>22</u>	BNC Certificate of Mailing - Meeting of Creditors. (RE: related document(s) <u>8</u> Meeting of Creditors Chapter 11) Service Date 09/28/2011. (Admin.) (Entered: 09/29/2011)
09/28/2011	<u>21</u>	BNC Certificate of Mailing - Tentative Hearing (RE: related document(s) <u>7</u> Notice of Tentative Hearing) Service Date 09/28/2011. (Admin.) (Entered: 09/29/2011)
09/28/2011		Hearing Set (RE: related document(s) <u>11</u> Emergency Motion to Use Cash Collateral Filed by Debtor Copeland Properties 18, L.P.) Hearing scheduled 9/30/2011 at 09:30 AM at Courtroom, Winston-Salem. (Hamrick, C.) (Entered: 09/28/2011)
09/28/2011	<u>20</u>	Order Granting Motion to Expedite Hearing on 9/30/11 at 9:30 a.m. in Courtroom, Winston-Salem (RE: related document(s) <u>11</u> Emergency Motion to Use Cash Collateral Filed by Debtor Copeland Properties 18, L.P). The Debtor shall serve the order on all interested parties, including the Bankruptcy Administrator and counsel for the secured creditor, by facsimile and email on September 28, 2011. (Hamrick, C.) (Entered: 09/28/2011)
09/27/2011	<u>19</u>	Proposed Order Filed by Debtor Copeland Properties 18, L.P. (RE: related document(s) <u>15</u> Motion to Expedite Hearing (related documents <u>11</u> Motion to Use Cash Collateral)). (Adams, Rayford) (Entered: 09/27/2011)
09/27/2011	<u>18</u>	Hearing Set (RE: related document(s) <u>10</u> B.A. Request for Status Hearing filed by Bankruptcy Administrator Michael D. West) Hearing scheduled 11/15/2011 at 09:30 AM at Courtroom #3, Greensboro. (Hamrick, C.) (Entered: 09/27/2011)
09/26/2011		Hearing Set (RE: related document(s) <u>12</u> Motion to Assume with 6103 Landmark Center Blvd., LLC., Motion for Private Sale of Real Property to Landmark Center Blvd., LLC, for \$9,000,000.00 Filed by Debtor Copeland Properties 18, L.P.) Hearing scheduled 10/6/2011 at 09:30 AM at Courtroom #3, Greensboro. (Hamrick, C.) (Entered: 09/26/2011)
09/26/2011	<u>17</u>	Order Granting Motion to Expedite Hearing on 10/6/11 at 9:30 a.m. in Courtroom 3, Greensboro (RE: related document(s) <u>12</u> Motion to Assume with 6103 Landmark Center Blvd., LLC., Motion for Private Sale of Real Property to Landmark Center Blvd. LLC for 9,000,000.00. Filed by Debtor Copeland Properties 18, L.P.). (Hamrick, C.) (Entered: 09/26/2011)

EXHIBIT 2

09/26/2011	<u>16</u>	Proposed Order Filed by Debtor Copeland Properties 18, L.P. (RE: related document(s) <u>11</u> Emergency Motion to Use Cash Collateral). (Adams, Rayford) (Entered: 09/26/2011)
09/26/2011	<u>15</u>	Motion to Expedite Hearing (related documents <u>11</u> Motion to Use Cash Collateral) Filed by Debtor Copeland Properties 18, L.P. (Attachments: <u>1</u> Certificate of Service) (Adams, Rayford) (Entered: 09/26/2011)
09/26/2011	<u>14</u>	Proposed Order Filed by Debtor Copeland Properties 18, L.P. (RE: related document(s) <u>13</u> Motion to Expedite Hearing (related documents <u>12</u> Motion to Assume/Reject, Motion for Private Sale)). (Adams, Rayford) (Entered: 09/26/2011)
09/26/2011	<u>13</u>	Motion to Expedite Hearing (related documents <u>12</u> Motion to Assume/Reject, Motion for Private Sale) Filed by Debtor Copeland Properties 18, L.P. (Attachments: <u>1</u> Certificate of Service) (Adams, Rayford) (Entered: 09/26/2011)
09/26/2011	<u>12</u>	Motion to Assume with 6103 Landmark Center Blvd. LLC., Motion for Private Sale of Real Property to Landmark Center Blvd. LLC for 9,000,000.00. Filed by Debtor Copeland Properties 18, L.P. (Attachments: <u>1</u> Agreement to Purchase <u>2</u> First Amendment <u>3</u> Second Amendment <u>4</u> Third Amendment <u>5</u> Certificate of Service) (Adams, Rayford) (Entered: 09/26/2011)
09/26/2011	<u>11</u>	Emergency Motion to Use Cash Collateral Filed by Debtor Copeland Properties 18, L.P. (Attachments: <u>1</u> Certificate of Service) (Adams, Rayford) (Entered: 09/26/2011)
09/26/2011	<u>10</u>	Bankruptcy Administrators Request for Status Hearing Filed by Bankruptcy Administrator Michael D. West. (West, Michael) (Entered: 09/26/2011)
09/26/2011	<u>9</u>	Bankruptcy Administrator's Memo Regarding No Formation of Creditors Committee Filed by Bankruptcy Administrator Michael D. West. (West, Michael) (Entered: 09/26/2011)
09/26/2011	<u>8</u>	Meeting of Creditors 341(a) meeting to be held on 10/19/2011 at 10:00 AM at Creditors Mtg Room, Greensboro. Proofs of Claims due by 1/17/2012. (Hamrick, C.) (Entered: 09/26/2011)
09/26/2011	<u>7</u>	Notice of Tentative Hearing. (RE: related document(s) <u>4</u> Application to Employ Rayford K. Adams, III, and the firm of Higgins Benjamin Eagles & Adams PLLC as Attorney for the Debtor Filed by Debtor Copeland Properties 18, L.P.) Objections are due 10/19/2011. If an objection is filed, a hearing will be held on 11/3/2011 at 09:30 AM

EXHIBIT 2

		Courtroom #3, Greensboro for <u>4</u> . (Hamrick, C.) (Entered: 09/26/2011)
09/26/2011	<u>6</u>	Order Designating Donald E. Copeland, President to Act on behalf of Corporation.. (Hamrick, C.) (Entered: 09/26/2011)
09/25/2011	<u>5</u>	BNC Certificate of Mailing. (RE: related document(s) <u>2</u> Chapter 11 Operating Order) Service Date 09/25/2011. (Admin.) (Entered: 09/26/2011)
09/23/2011	<u>4</u>	Application to Employ Rayford K. Adams III and the firm of Higgins Benjamin Eagles & Adams PLLC as Attorney for the Debtor Filed by Debtor Copeland Properties 18, L.P. (Adams, Rayford) (Entered: 09/23/2011)
09/23/2011	<u>3</u>	Memo to Attorney for Debtor in Possession re: Duties (Hamrick, C.) (Entered: 09/23/2011)
09/23/2011	<u>2</u>	Chapter 11 Operating Order. (Hamrick, C.) (Entered: 09/23/2011)
09/23/2011		Creditor matrix uploaded/added 20 creditor(s). (webclaimusr) (Entered: 09/23/2011)
09/23/2011		Receipt of filing fee for Voluntary Petition (Chapter 11)(11-11462) [misc,volp11] (1039.00). Receipt number 3670429, amount \$1039.00. (U.S. Treasury) (Entered: 09/23/2011)
09/23/2011	<u>1</u>	Chapter 11 Voluntary Petition. Fee Amount \$1039 Filed by Copeland Properties 18, L.P. Court enters deficiencies (Adams, Rayford) (Entered: 09/23/2011)

PACER Service Center			
Transaction Receipt			
02/11/2013 18:11:24			
PACER Login:	mk0022	Client Code:	HEBCO-101
Description:	Docket Report	Search Criteria:	11-11462 Fil or Ent: filed Doc From: 0 Doc To: 99999999 Term: included Format: html
Billable Pages:	12	Cost:	1.20

EXHIBIT 2

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

9 Attorneys for Permanent Receiver
10 Thomas C. Hebrank

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

13 SECURITIES AND EXCHANGE
14 COMMISSION,

15 Plaintiff,

16 v.

17 CHARLES P. COPELAND,
18 COPELAND WEALTH
19 MANAGEMENT, A FINANCIAL
20 ADVISORY CORPORATION,
21 AND COPELAND WEALTH
22 MANAGEMENT, A REAL ESTATE
23 CORPORATION,

24 Defendants.

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

PROOF OF SERVICE

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

On February 15, 2013, I served the following documents:

SEE ATTACHED LIST OF DOCUMENTS

29 ☒ **BY MAIL.** I placed each envelope for collection and mailing
30 following ordinary business practices. I am readily familiar with

1 Mulvaney Barry Beatty Linn & Mayers LLP's practice for collection and
2 processing correspondence for mailing with the United States Postal
3 Service pursuant to which practice all correspondence will be deposited
4 with the United States Postal Service the same day in the ordinary
5 course of business by placing a true copy of the foregoing document(s)
6 in a separate, sealed envelope with postage fully prepaid, for each
7 addressee named hereafter.

8 **SEE ATTACHED SERVICE LIST**

9 ☒ **BY ELECTRONIC NOTICE VIA THE ECF SYSTEM.**

10 I electronically filed the document(s) listed above with the Clerk of
11 the Court by using the CM/ECF system. Participants in the case who are
12 registered CM/ECF users will be served by the CM/ECF system.
13 Participants in the case who are not registered EM/ECF users will be
14 served by mail or by other means permitted by the court rules.

15 ☒ **FEDERAL.** I hereby certify that I am employed in the office
16 of a member of the Bar of the United States Bankruptcy Court for the
17 Southern District of California, at whose direction this service was made.

18 Executed on February 15, 2013, at San Diego, California.

19
20 
21 Cindy Jennings

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

DOCUMENTS SERVED

NOTICE OF MOTION AND MOTION FOR AN ORDER: (A) DIRECTING THE DISTRIBUTION OF FUNDS HELD IN ESCROW ACCOUNT; (B) DIRECTING THE RETURN OF FUNDS BY LENDER; AND, DIRECTING PAYMENT BY LENDER OF ATTORNEY'S FEES

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR ORDER (A) DIRECTING DISTRIBUTION OF FUNDS IN ESCROW ACCOUNT; (B) DIRECTING THE RETURN OF FUNDS BY LENDER; AND (C) DIRECTING PAYMENT BY LENDER OF ATTORNEY'S FEES

DECLARATION OF JOHN H. STEPHENS IN SUPPORT OF MOTION FOR ORDER (A) DIRECTING DISTRIBUTION OF FUNDS IN ESCROW ACCOUNT; (B) DIRECTING THE RETURN OF FUNDS BY LENDER; AND, (C) DIRECTING PAYMENT BY LENDER OF ATTORNEY'S FEES

DECLARATION OF STEPHEN BOLLES IN SUPPORT OF MOTION FOR ORDER DIRECTING DISTRIBUTION OF FUNDS IN ESCROW ACCOUNT

REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF MOTION FOR ORDER (A) DIRECTING DISTRIBUTION OF FUNDS IN ESCROW ACCOUNT; (B) DIRECTING THE RETURN OF FUNDS BY LENDER; AND (C) DIRECTING PAYMENT BY LENDER OF ATTORNEY'S FEES

NOTICE OF LODGMENT IN SUPPORT OF MOTION FOR ORDER (A) DIRECTING DISTRIBUTION OF FUNDS IN ESCROW ACCOUNT; (B) DIRECTING THE RETURN OF FUNDS BY LENDER; AND (C) DIRECTING PAYMENT BY LENDER OF ATTORNEY'S FEES

NOTICE OF LODGMENT OF PROPOSED ORDER (A) DIRECTING DISTRIBUTION OF FUNDS IN ESCROW ACCOUNT; (B) DIRECTING THE RETURN OF FUNDS BY LENDER; AND (C) DIRECTING PAYMENT BY LENDER OF ATTORNEY'S FEES

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

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/MAILING LIST

Updated: 2/4/13

Charles P. Copeland Copeland Group 25809 Business Center Dr., Ste B Redlands CA 2374	Gregory J. Sherwin Esq. Fields Fehn & Sherwin 11755 Wilshire Blvd 5th Flr Los Angeles CA 90025-1521	One West Bank 888 East Walnut St Pasadena CA 91101
Michael T. O'Callaghan Esq. Mark J. Furuya Esq. Sabaitis O'Callaghan LLP 975 E. Green St Pasadena CA 1106	Flagstar Bank Mail-Stop W-205-2 5151 Corporate Dr. Troy MI 48098	Dana Leigh Ozols Esq. The Wolf Firm A Law Corporation Attorneys to the Financial Services Industry 2955 Main St 2 nd Flr Irvine CA 92614
Wells Fargo Commercial Mortgage Attn: Ken Murray 1901 Harrison St 7th Flr Oakland CA 94612	LNR (loan servicer) Attn: Jorge Rodriguez 1601 Washington Ave 7th Flr Miami FL 33139	C-III Asset Management LLC Attn: Kathy Patterson 5221 N. O'Connor Blvd Ste. 600 Irving TX 75039
Home Savings & Loan Attn: Dan NY White 275 W. Federal St Youngstown OH 44503	Wells Fargo Commercial Mortgage Servicing 1901 Harrison St 7 th Flr Oakland CA 94612	Andrew J. Haley, Esq. Greenwald Pauly Foster & Miller P.C. 1299 Ocean Ave Ste 400 Santa Monica CA 0401-1007
Pamela Wachter McAfee Nelson Mullins Riley & Scarborough LLP GlenLake One Ste 200 4140 Parklake Ave Raleigh NC 27612	Anh T. Nong & Nhon Nguyen TTEE Pen 209 E. Sunset Dr South Redlands CA 92373	Barbara Whan 33861 Plumtree Ln Yucaipa CA 92399
Adele M. Hansen 6609 Summertrail Place Highland CA 92346	Robert & Gladys Mitchell 11761 Almond Court Loma Linda CA 92354	Betty Markwardt 1220 West 4th St Anaconda MT 59711
Barbara Z. Stahr 667 Gull Dr. Bodega Bay CA 94923	Carol P. Lowe 1837 Onda Dr. Camarillo CA 93010	Charles Grey 63 Turnbury Ln. Irvine CA 92620
Carol Docis Brokerage A/C 18028 W. Kenwood Ave. Devore CA 92407	Richard Neal 7322 Starboard St. Carlsbad CA 92011	Charles Schwab FBO Robert Howard IRA 502 Avenida La Costa San Clemente CA 92672
Charles Schwab FBO Melvyn B. Roth IRA 5401 Lido Sands Dr Newport Beach CA 92663-2204	Bonnie Kilmer 5120 Breckenridge Ave Banning CA 92220	William F Davis Re: Floyd N. Andersen Highway 111 #9-472 La Quinta CA 92253
Charles Schwab FBO Irena Sniecinski IRA P.O. Box 161680 Big Sky MT 59716-1680	Maria Perez 1364 Aurora Ln San Bernardino CA 92408	Geoffrey A. Gardiner 11535 Acacia St Loma Linda CA 92354
Fred & Joyce Dimmitt 321 Myrtlewood Dr Calimesa CA 92320	Charles Schwab FBO Melvyn Ross Roth IRA 5401 Lido Sands Dr Newport Beach CA 92663	Charles Schwab FBO Janet Ihde IRA 35-800 Bob Hope Dr Ste 225 Rancho Mirage CA 92270
Charles Schwab FBO Janet K. Ihde IRA P.O. Box 2131 Palm Springs CA 92263	Charles Schwab FBO Kirk Howard Roth IRA 1648 Woodlands Rd Beaumont CA 92223	Charles Schwab FBO Leonard F. Neumann IRA 30176 Live Oak Canyon Rd Redlands CA 92373
Charles Schwab FBO Albert IRA 232 Anita Court Redlands CA 92373	Charles Schwab FBO Angela Ellingson IRA 1155 Dysart Dr Banning CA 92220	Charles Schwab FBO Harold Racine IRA 1408 S. Center St Redlands CA 92373

Charles Schwab FBO Donald I. Peterson IRA Rollover 24418 Lawton Ave Loma Linda CA 92354	Charles Schwab FBO Janet Ihde IRA P.O. Box 2131 Palm Springs CA 92263	Charles Schwab FBO Kirk Howard IRA 1648 Woodlands Rd Beaumont CA 92223
Charles Schwab FBO Janet Ihde 74-785 Hwy 111 Wall St W Bldg #102 Indian Wells CA 92210	Charles Schwab FBO Melvyn Ross Roth IRA 5401 Lido Sands Dr Newport Beach CA 92663	Charles Schwab FBO Richard Paul Blandford Roth IRA 7838 Valmont St Highland CA 92346
Charles Schwab FBO Karl Phillips Roth IRA 27878 Via Sarasate Mission Viejo CA 92692	Jacobson Trust 384 Mesa Verde Park Beaumont CA 92223	Christi C. Higdon 11331 Sundance Lane Boca Raton, FL 33428
Robert & Enid McColloch 5520 Apple Orchard Ln Riverside CA 92506	J. Jay & Theresa Whan 30660 Susan Dr Cathedral City CA 92234	Clem M. McColloch Trust 5520 Apple Orchard Ln Riverside CA 92506
Christine Coffman 11331 Sundance Lane Boca Raton, FL 33428	Cinque Family Trust 36261 Chaparral Court Yucaipa CA 92399	David Ziilch Trust 941 Kensington Dr Redlands CA 92374
Cynthia Healy 2560 Gorden Rd. Ste 201-A Monterey CA 93942	David Conston 417 Chino Canyon Palm Springs CA 92262	Dusty Bricker 28 Ave At Port Imperial #220 West New York, NJ 07093
Diana M. Weed 1339 Wallach Place NW Washington DC 20009	Dotan Family Trust 1618 Woodlands Beaumont CA 92228	Elena Nizzia 1155 Dysart Dr Banning CA 92220
Earl R. Schamehorn Jr. 1721 Valley Falls Ave Redlands CA 92374	Eddie & Jamie Dotan 20 Fairlee Terrace Waban MA 02468	Gordon & Myra Peterson 118 Edgemont Dr Redlands CA 92373
Fred & Elaine Hollaus 1096 Deer Clover Way Castle Pines, CO 80108-8271	James Powell 12535 Redstone Circle Yucaipa CA 92399	James R. Watson MD Inc. Profit Sharing Plan 259 Terracina Blvd Redlands CA 92373
Henry W. Shelton 805 Nottingham Dr Redlands CA 92373	Jessie Coleen Birch Revocable Trust 1948 Cave St Redlands CA 92374	Jill A. Meader Revocable Trust 27250 Nicolas Rd Apt. A231 Temecula CA 92591
Hu Tongs Inc. 16127 Kasota Rd Ste 105 Apple Valley CA 92307	JRT Revocable Trust Jon Taylor Trustee P.O. Box 681 Calimesa CA 92320	Kasota Group 279 Green Mountain Palm Desert CA 92211
James P. Gerrard 1562 Lisa Ln Redlands CA 92374	Kathleen R. Wright 3605 Bonita Verde Dr Bonita CA 91902	Katie Hernandez P.O. Box 8874 Redlands CA 92375
Jean Seyda 168 Lakeshore Dr Rancho Mirage CA 92270	Robert Casady 14047 Pamlico Rd Apple Valley CA 92307	Jon J. Whan 30660 Susan Dr Cathedral City CA 92234
Joe Pinkner 279 Green Mountain Palm Desert CA 92211	Leonard F. Neumann 30176 Live Oak Canyon Rd Redlands CA 92373	Leslie G. Laybourne 11050 Bryant St Space 276 Yucaipa CA 92399
Joseph Dotan 1618 Woodlands Beaumont CA 92228	Louise Coffman 19291 Sabal Lake Dr Boca Raton FL 33434	Luckey Charitable Trust 8531 Glendale Rd Hesperia CA 92345
Kathi Seegraves 20521 Whitstone Circle Bend OR 97702	Margarita Estrada Perez P.O. Box 370 Chino CA 91708	Marjorie Hatfield Living Trust (Peggy Neumann) 30176 Live Oak Canyon Rd Redlands CA 92373
Khari Baker 27878 Via Sarasate Mission Viejo CA 92692	Mary Margaret Hasy Revocable Trust 6609 Summer Trail Place Highland CA 92346	Melvyn & Ruth Ross 5401 Lido Sands Dr. Newport Beach CA 92663
Smith Revocable Trust Lenna Smith 38367 Cherrywood Dr Murrieta CA 92562	Neal & Ruth Bricker Family Trust 985 S Orange Grove Blvd Unit 101 Pasadena CA 91105	Neal Living Trust 7322 Starboard St Carlsbad CA 92011

Lillian N. Franklin 740 E. Avery St San Bernardino CA 92404	Ngyuen & Nong Pension Plan 209 East Sunset Dr South Redlands CA 92373	Patrice A. Milkovich 3605 Bonita Verde Dr Bonita CA 91902
Manley J. Luckey 8531 Glendale Rd Hesperia CA 92345	Peggy Hatfield Neumann 30176 Live Oak Canyon Rd Redlands CA 92373	Perez Family Survivors Trust 13219 Pipeline Ave Chino CA 91710
Mark & Barbara Carpenter 35571 Sleepy Hollow Rd Yucaipa CA 92399	Peterson Revocable Living Trust 24418 Lawton Ave Loma Linda CA 92354	Pinkner Family Trust 279 Green Mountain Palm Desert CA 92211
Neonatology Medical Group Inc. Retirement Plan 731 Buckingham Dr Redlands CA 92374	Ron Mitchell 12033 Fourth St Yucaipa CA 92399	Samuel D. Gregory 4432 Strong St Riverside CA 92501
Paul Family Trust P.O. Box 7357 Redlands CA 92375	Schachtel Family Trust 6 Strauss Terrace Rancho Mirage CA 92270	Steele Family Trust 26858 Calle Real Capistrano Beach CA 92624
Perry Damiani 16127 Kasota Rd Ste 105 Apple Valley CA 92307	Taber Family Trust 1475 Crestview Rd Redlands CA 92374	TD Ameritrade FBO Steven IRA 14424 Greenpoint Ln Huntersville NC 28078
Rhonda Dean 1705 Antho NY Ave Cottage Grove OR 97424	Donna Wooley 12721 Columbia Ave Yucaipa CA 92399	TD Ameritrade FBO Betty Markwardt IRA 1220 West 4th St Anaconda MT 59711
Robert R. & Elayne Allen Route 2 Box 284 Ellington MO 63638	TD Ameritrade FBO Horace Dillow IRA 1343 Crestview Rd Redlands CA 92374	Cynthia Gillilan 39292 Oak Glen Rd Yucaipa CA 92399
Sandra And Perry Hayes 111 E. Sunset Dr South Redlands CA 92373	Jennifer Smith 38367 Cherrywood Dr Murrieta CA 92562	TD Ameritrade FBO Eddie Dotan Rollover IRA 20 Fairlee Terrace Waban MA 02468
Stahr Living Trust 667 Gull Dr Bodega Bay CA 94923	TD Ameritrade FBO Joseph Dotan IRA 1618 Woodlands Rd Beaumont CA 92223	The Bork Family Trust 24968 Lawton Ave Loma Linda CA 92357
TD Ameritrade FBO Charles Grey IRA 63 Turnbury Ln Irvine CA 92620	Ziilch Family Trust 667 Gull Dr Bodega Bay CA 94923	Thomas Phillips 1582 Huckleberry Ln San Luis Obispo CA 93401
TD Ameritrade FBO Jill Meader IRA 27250 Nicolas Rd Apt. A231 Temecula CA 92591	William & Marion Conley 376 Franklin Ave Redlands CA 92373	Ziilch Bypass Trust 667 Gull Dr Bodega Bay CA 94923
TD Ameritrade FBO Stephen Weiss IRA Rollover 109 Midland Rd. Charlestown RI 02813	Louis G. Fournier III The Sutton Companies 525 Plum St., Ste 100 Syracuse NY 13204	Debra B. Gervais Law Office of Debra B. Gervais 302 West South Ave Redlands CA 92373
TD Ameritrade FBO Ehud Dotan IRA 20 Fairlee Terrace Waban WA 02468	Michael S. Leib Maddin Hauser Wartell Roth & Heller PC Third Flr Essex Centre 28400 Northwestern Highway Southfield MI 48034-8004	Rollie A. Peterson Esq. Peterson & Kell 2377 Gold Meadow Way Ste 280 Gold River, CA 95670
TD Ameritrade FBO Dallas Stahr IRA 667 Gull Dr Bodega Bay CA 94923	Gregory Glenn Glenn Conservatorship Cynthia Healy P. O. Box 4037 Monterey CA 93942	Dorothy Ziilch 667 Gull Dr Bodega Bay, CA 94923
The Peterson Revocable Living Trust 24418 Lawton Ave Loma Linda, CA 92354	Judy Racine 1408 S. Center St Redlands CA 92373	William & Dolores McDonald 1354 Rhonda Ln Redlands, CA 92373
Timothy C. Weed 133 E. Palm Ln Redlands, CA 92373	Norman & Lois Smith 36135 Golden Gate Dr. Yucaipa CA 92399	Brian & Sheri Branson 302 W. South Ave Redlands, CA 92373

David Holden 555 W. Redlands Blvd Redlands, CA 92373	Chris Condon 1334 Susan Ave Redlands, CA 92374	Mark Edwards P.O. Box 9058 Redlands, CA 92346
William R. & Janice L. Steele 26858 Calle Real Capistrano Beach, CA 92624	Frank Quinlan 895 Dove St 5 th Flr Newport Beach, CA 92660	Joy Atiga 12925 Hilary Way Redlands, CA 92373
Harold Raune Richard D. McCune Jr. McCune Wright LLP 2068 Orange Tree Ln., Ste 216 Redlands, CA 92374	Karl Schamehorn 1005 Hamlin Place Redlands, CA 92373	John Coombe 5 First American Way 4 th Flr Santa Ana, CA 92707
Phillip Wang Duane Morris LLP One Market Plaza Spear Tower, Ste 2200 San Francisco CA 94105-1127	David Baldridge 1717 Chaparrall #2 Redlands, CA 92373	Judy Baca 1001 West Balboa Blvd Newport Beach, CA 92661
Suzane L. Bricker 1444 W. 11th St Upland CA 91786	Dusty Bricker 241 W. 97 th St #14M New York NY 10025	Klaus K.A. Kuehn 3404 Beverly Dr San Bernardino CA 92405
Wright Family Living Trust 111 Sierra Vista Dr Redlands CA 92373	Stewart R. Wright 111 Sierra Vista Dr Redlands CA 92373	Higdon Revocable Trust 29107 Guava Ln Big Pine Key FL 33043
Weed Family Living Trust c/o Cathy or Stephen Weed 62 Rue Jean Baptiste Pigalle Paris FC 75010	Susan Wright 111 Sierra Vista Dr Redlands CA 92373	Vellore G. Muraligopal, Muraligopal Living Trust c/o Alfonso L. Poiré, Gaw Van Male 1261 Travis Blvd., Ste 350 Fairfield CA 94533-4825
TD Ameritrade FBO Don L. Higdon IRA 1600 Rhododendron #412 Florence OR 97439	Rick Higdon 29107 Guava Ln Big Pine Key FL 33043	Klaus & Linda Kuehn 13138 Oak Crest Dr Yucaipa CA 92399
Dr John Kohut /Mrs. Joann Kohut / Kohut Family Trust / John J. Kohut / FBO John Kohut IRA c/o Lisa Torres Esq. Gates O'Doherty Gonter & Guy LLP 15373 Innovation Dr Ste 170 San Diego CA 92128	Wayland W. Eure Jr. MD / FBO W.W. Eure Jr. MD Inc. IRA c/o David G. Moore Esq. Reid & Hellyer APC 3880 Lemon St Fifth Flr P.O. Box 1300 Riverside CA 92502-1300	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	George L. Fletcher Janet G. Fletcher 1910 Country Club Ln Redlands CA 92373	George L. Fletcher/Janet G. Fletcher Trustees of the Fletcher Trust dated February 26 2010 1910 Country Club Ln Redlands CA 92373
Charles Schwab FBO W.W. Eure Jr. MD Inc. IRA P.O. Box 10065 San Bernardino CA 92423	W.W. Eure Jr. MD Inc. Donald Mason Registered Agent 8275 Deadwood Ct Redlands CA 92373	Muraligopal Living Trust 731 Buckingham Dr Redlands CA 92374
Vellore G. Muraligopal 731 Buckingham Dr Redlands CA 92374	John J. Kohut 6946 Orozco Dr Riverside CA 92506	Kohut Family Trust 6946 Orozco Dr Riverside CA 92506
TD Ameritrade FBO John Kohut IRA 6946 Orozco Dr Riverside CA 92506	Robert M. Shaughnessy Esq. DUCKOR SPRADLING 3043 4th Ave San Diego CA 92103	Dan Baker c/o Jonathan L. Geballe Esq. 11 Broadway Ste 615 New York NY 10004
Glenn Goodwin Trust PO Box 735 Skyforest CA 92385	Benton-Cole Properties Inc. 11761 Almond Court Loma Linda CA 92354	Robert H. Ziprick Esq. Ziprick & Cramer LLP 707 Brookside Ave Redlands CA 92373
Ben Perez, Philip Perez and Michael Perez 13245 Victoria Street Rancho Cucamonga, CA 91739	Bilzin Sumberg Baena Price Axelrod LLP 1450 Brickell Avenue, Suite 2300 Miami, FL 33131-3456	Dill & Showler 400 Brookside Avenue Redlands, CA 92373

Federal Express P.O. Box 7221 Pasadena, CA 91109-7321	Franchise Tax Board P.O. Box 942857 Sacramento, CA 94257-0601	Goodwin & Associates 1175 Idaho St., Suite 201 Redlands, CA 92374
LandAmerica Assessment Corporation P.O. Box 27567 Richmond, VA 923261	Midland Loan Services PNC Bank Lockbox Lockbox Number 771223 1223 Solutions Center Chicago, IL 60677-1002	North Carolina Department of Revenue P.O. Box 25000 Raleigh, NC 27640-0645
Paracorp dba Parasec P.O. Box 160568 Sacramento, CA 95816-0568	Premium Assignment Corporation P.O. Box 3100 Tallahassee, FL 32315-3100	Scott Showler, Attorney at Law 1839 Commercenter West San Bernardino, CA 92408
Spilman Thomas & Battle, PLLC 110 Oakwood Drive, Suite 500 Winston-Salem, NC 27103	The Goodwin Insurance Agency P.O. Box 1897 Redlands, CA 92373	United States Treasury 290 North D Street San Bernardino, CA 92401-9964
Waterstone Asset Management 8720 Red Oak Blvd., Suite 300 Charlotte, NC 28217	Higgs Benjamin 101 West Friendly Ave., Suite 500 Greensboro, NC 27401	
Alfonso L. Poiré, Esq. Gaw, Van Male, APC 1261 Travis Blvd., Suite 350 Fairfield, CA 94533	James R. Forbes, Esq. Gaw, Van Male, APC 1261 Travis Blvd., Suite 350 Fairfield, CA 94533	American West Properties, Inc. P.O. Box 1299 Lake Forest, CA 92609
Brunick, McElhaney & Beckett P.O. Box 6425 San Bernardino, CA 92412	JG Service Company 15632 El Prado Road Chino, CA 91710	MNJ Key Corp. c/o Ameirca West P.O. Box 513210 Los Angeles, CA 90051-1210
MNJ Key Corporation P.O. Box 3655 San Diego CA 92163-3655	Charles & Mildred Grey 63 Turnbury Lane Irvine, CA 92620-0244	Mound Investments Attn: Rhonda Welday 34124 Freedom Road Farmington, MI 48335
OneWest Bank 390 West Valley Parkway Escondido, CA 92025-2635	SimplexGrinnell Dept CH 10320 Palatine, IL 60055-0320	Watertight Plumbing, Inc. 16462 Gothard St., Suite 202 Huntington Beach, CA 92647
Wesseling & Brackermann 6439 28 th Avenue Hudsonville, MI 49426	Ace Restoration & Waterproofing Inc. 620 E. Walnut Avenue Fullerton, CA 92831	Champion Roof Company 2233 Martin St. Suite 202 Irvine, CA 92612
Club Resource Group 25520 Schulte Court Tracy, CA 95377	Elizabeth Branson P.O. Box 911 Loma Linda, CA 92354	Michigan Department of Treasury P.O. Box 30113 Lansing, MI 48909
Michigan Dept of Treasury P.O. Box 30774 Lansing, MI 48909-8274	State of Michigan c/o Michigan Dept. of Treasury Dept. 77003 Detroit, MI 48277-0003	Cornerstone Lane Surveying Company 958 Temescal Circle Corona, CA 92879
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C & R Asphalt P.O. Box 8201 Lexington, KY 40533-8201	Cathy Burgess Interiors 155 East Main Street, Suite 102 Lexington, KY 40507	Columbia Gas of Kentucky P.O. Box 742523 Cincinnati, OH 45274-2523
Commonwealth of Kentucky Office of Housing, Building & Const. 101 Sea Hero Road, Suite 200 Frankfort, KY 40601-5405	Davis H. Elliot Construction Co., Inc. P.O. Box 37251 Baltimore, MD 21297-3251	Derek Roscoe c/o NAI Isaac Commercial Prop. 771 Corporate Dr., Suite 300 Lexington, KY 40503
Division of Revenue Lexington-Fayette Urban Cnty Govt P.O. Box 14058 Lexington, KY 40512	Golden Eagle Insurance P.O. Box 84834 San Diego, CA 92186-5834	Home Savings & Loan Company Commercial Loan Dpt. P.O. Box 1111 Youngstown, OH 44501
Ohio Department of Taxation P.O. Box 182101 Columbus, OH 43218-2101	Ohio Treasurer of State P.O. Box 181140 Columbus, OH 43218-1140	Spillman Thomaos & Battle 300 Kanawha Blvd. East P.O. Box 273 Charleston, WV 25321-00273
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Brunick, McElhaney & Beckett P.O. Box 6425 San Bernardino, CA 92412	JG Service Company 15632 El Prado Road Chino, CA 91710	MNJ Key Corp. c/o America West P.O. Box 513210 Los Angeles, CA 90051-1210
MNJ Key Corporation P.O. Box 3655 San Diego CA 92163-3655	Charles & Mildred Grey 63 Turnbury Lane Irvine, CA 92620-0244	Mound Investments Attn: Rhonda Welday 34124 Freedom Road Farmington, MI 48335

OneWest Bank 390 West Valley Parkway Escondido, CA 92025-2635	SimplexGrinnell Dept CH 10320 Palatine, IL 60055-0320	Watertight Plumbing, Inc. 16462 Gothard St., Suite 202 Huntington Beach, CA 92647
Wesseling & Brackermann 6439 28 th Avenue Hudsonville, MI 49426	Ace Restoration & Waterproofing Inc. 620 E. Walnut Avenue Fullerton, CA 92831	Champion Roof Company 2233 Martin St. Suite 202 Irvine, CA 92612
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