

IN THE SUPREME COURT OF THE STATE OF NEVADA

SUPERPUMPER, INC., an Arizona corporation; EDWARD BAYUK, individually and as Trustee of the EDWARD BAYUK LIVING TRUST; SALVATORE MORABITO, an individual; and SNOWSHOE PETROLEUM, INC., a New York corporation,

Appellants,

vs.

WILLIAM A. LEONARD, Trustee for the Bankruptcy Estate of Paul Anthony Morabito,

Respondent.

Case No. 79355

Electronically Filed
Jun 02 2020 04:04 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Appeal from the Second Judicial
District Court, the Honorable Connie
J. Steinheimer Presiding

APPELLANTS' APPENDIX, VOLUME 14
(Nos. 2074–2155)

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10	September 20, 2010 email from P. Morabito to Dennis and Yalamanchili RE: Attorney client privileged communication	Vol. 12, 1868–1870
11	September 20, 2010 email string RE: Attorney client privileged communication	Vol. 12, 1871–1875
12	Appraisal of Real Property: 370 Los Olivos, Laguna Beach, CA, as of Sept. 24, 2010	Vol. 12, 1876–1903
13	Excerpted Transcript of March 21, 2016 Deposition of P. Morabito	Vol. 12, 1904–1919
14	P. Morabito Redacted Investment and Bank Report from Sept. 1 to Sept. 30, 2010	Vol. 12, 1920–1922
15	Excerpted Transcript of June 25, 2015 Deposition of 341 Meeting of Creditors	Vol. 12, 1923–1927
16	Excerpted Transcript of December 5, 2015 Deposition of P. Morabito	Vol. 12, 1928–1952
17	Purchase and Sale Agreement between Arcadia Trust and Bayuk Trust entered effective as of Sept. 27, 2010	Vol. 12, 1953–1961
18	First Amendment to Purchase and Sale Agreement between Arcadia Trust and Bayuk Trust entered effective as of Sept. 28, 2010	Vol. 12, 1962–1964
19	Appraisal Report providing market value estimate of real property located at 8355 Panorama Drive, Reno, NV as of Dec. 7, 2011	Vol. 12, 1965–1995

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
20	An Appraisal of a vacant .977± Acre Parcel of Industrial Land Located at 49 Clayton Place West of the Pyramid Highway (State Route 445) Sparks, Washoe County, Nevada and a single-family residence located at 8355 Panorama Drive Reno, Washoe County, Nevada 89511 as of October 1, 2010 a retrospective date	Vol. 13, 1996–2073
21	APN: 040-620-09 Declaration of Value (dated 12/31/2012)	Vol. 14, 2074–2075
22	Sellers Closing Statement for real property located at 8355 Panorama Drive, Reno, NV 89511	Vol. 14, 2076–2077
23	Bill of Sale for real property located at 8355 Panorama Drive, Reno, NV 89511	Vol. 14, 2078–2082
24	Operating Agreement of Baruk Properties LLC	Vol. 14, 2083–2093
25	Edward Bayuk, as trustee of the Edward William Bayuk Living Trust’s Answer to Plaintiff’s First Set of Interrogatories (dated 09/14/2014)	Vol. 14, 2094–2104
26	Summary Appraisal Report of real property located at 1461 Glenneyre Street, Laguna Beach, CA 92651, as of Sept. 25, 2010	Vol. 14, 2105–2155
27	Appraisal of Real Property as of Sept. 23, 2010: 1254 Mary Fleming Circle, Palm Springs, CA 92262	Vol. 15, 2156–2185
28	Appraisal of Real Property as of Sept. 23, 2010: 1254 Mary Fleming Circle, Palm Springs, CA 92262	Vol. 15, 2186–2216

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
29	Membership Interest Transfer Agreement between Arcadia Trust and Bayuk Trust entered effective as of Oct. 1, 2010	Vol. 15, 2217–2224
30	PROMISSORY NOTE [Edward William Bayuk Living Trust (“Borrower”) promises to pay Arcadia Living Trust (“Lender”) the principal sum of \$1,617,050.00, plus applicable interest] (dated 10/01/2010)	Vol. 15, 2225–2228
31	Certificate of Merger dated Oct. 4, 2010	Vol. 15, 2229–2230
32	Articles of Merger Document No. 20100746864-78 (recorded date 10/04/2010)	Vol. 15, 2231–2241
33	Excerpted Transcript of September 28, 2015 Deposition of Edward William Bayuk	Vol. 15, 2242–2256
34	Grant Deed for real property 1254 Mary Fleming Circle, Palm Springs, CA 92262; APN: 507-520-015 (recorded 11/04/2010)	Vol. 15, 2257–2258
35	General Conveyance made as of Oct. 31, 2010 between Woodland Heights Limited (“Vendor”) and Arcadia Living Trust (“Purchaser”)	Vol. 15, 2259–2265
36	Appraisal of Real Property as of Sept. 24, 2010: 371 El Camino Del Mar, Laguna Beach, CA 92651	Vol. 15, 2266–2292
37	Excerpted Transcript of December 6, 2016 Deposition of P. Morabito	Vol. 15, 2293–2295
38	Page intentionally left blank	Vol. 15, 2296–2297
39	Ledger of Edward Bayuk to P. Morabito	Vol. 15, 2298–2300

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
40	Loan Calculator: Payment Amount (Standard Loan Amortization)	Vol. 15, 2301–2304
41	Payment Schedule of Edward Bayuk Note in Favor of P. Morabito	Vol. 15, 2305–2308
42	November 10, 2011 email from Vacco RE: Baruk Properties, LLC/P. Morabito/Bank of America, N.A.	Vol. 15, 2309–2312
43	May 23, 2012 email from Vacco to Steve Peek RE: Formal Settlement Proposal to resolve the Morabito matter	Vol. 15, 2313–2319
44	Excerpted Transcript of March 12, 2015 Deposition of 341 Meeting of Creditors	Vol. 15, 2320–2326
45	Shareholder Interest Purchase Agreement between P. Morabito and Snowshoe Petroleum, Inc. (dated 09/30/2010)	Vol. 15, 2327–2332
46	P. Morabito Statement of Assets & Liabilities as of May 5, 2009	Vol. 15, 2333–2334
47	March 10, 2010 email from Naz Afshar, CPA to Darren Takemoto, CPA RE: Current Personal Financial Statement	Vol. 15, 2335–2337
48	March 10, 2010 email from P. Morabito to Jon RE: ExxonMobil CIM for Florida and associated maps	Vol. 15, 2338–2339
49	March 20, 2010 email from P. Morabito to Vacco RE: proceed with placing binding bid on June 22nd with ExxonMobil	Vol. 15, 2340–2341

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
50	P. Morabito Statement of Assets & Liabilities as of May 30, 2010	Vol. 15, 2342–2343
51	June 28, 2010 email from P. Morabito to George R. Garner RE: ExxonMobil Chicago Market Business Plan Review	Vol. 15, 2344–2345
52	Plan of Merger of Consolidated Western Corp. with and into Superpumper, Inc. (dated 09/28/2010)	Vol. 15, 2346–2364
53	Page intentionally left blank	Vol. 15, 2365–2366
54	BBVA Compass Proposed Request on behalf of Superpumper, Inc. (dated 12/15/2010)	Vol. 15, 2367–2397
55	Business Valuation Agreement between Matrix Capital Markets Group, Inc. and Superpumper, Inc. (dated 09/30/2010)	Vol. 15, 2398–2434
56	Expert report of James L. McGovern, CPA/CFF, CVA (dated 01/25/2016)	Vol. 16, 2435–2509
57	June 18, 2014 email from Sam Morabito to Michael Vanek RE: SPI Analysis	Vol. 17, 2510–2511
58	Declaration of P. Morabito in Support of Opposition to Motion of JH, Inc., Jerry Herbst, and Berry-Hinckley Industries for Order Prohibiting Debtor from Using, Acquiring, or Disposing of or Transferring Assets Pursuant to 11 U.S.C. §§ 105 and 303(f) Pending Appointment of Trustee; Case No. BK-N-13-51237 (filed 07/01/2013)	Vol. 17, 2512–2516

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
59	State of California Secretary of State Limited Liability Company – Snowshoe Properties, LLC; File No. 201027310002 (filed 09/29/2010)	Vol. 17, 2517–2518
60	PROMISSORY NOTE [Snowshoe Petroleum (“Maker”) promises to pay P. Morabito (“Holder”) the principal sum of \$1,462,213.00] (dated 11/01/2010)	Vol. 17, 2519–2529
61	PROMISSORY NOTE [Superpumper, Inc. (“Maker”) promises to pay Compass Bank (the “Bank” and/or “Holder”) the principal sum of \$3,000,000.00] (dated 08/13/2010)	Vol. 17, 2530–2538
62	Excerpted Transcript of October 21, 2015 Deposition of Salvatore R. Morabito	Vol. 17, 2539–2541
63	Page intentionally left blank	Vol. 17, 2542–2543
64	Edward Bayuk’s Answers to Plaintiff’s First Set of Interrogatories (dated 09/14/2014)	Vol. 17, 2544–2557
65	October 12, 2012 email from Stan Bernstein to P. Morabito RE: 2011 return	Vol. 17, 2558–2559
66	Page intentionally left blank	Vol. 17, 2560–2561
67	Excerpted Transcript of October 20, 2015 Deposition of Dennis C. Vacco	Vol. 17, 2562–2564
68	Snowshoe Petroleum, Inc.’s letter of intent to set out the framework of the contemplated transaction between: Snowshoe Petroleum, Inc.; David Dwelle, LP; Eclipse Investments, LP; Speedy Investments; and TAD Limited Partnership (dated 04/21/2011)	Vol. 17, 2565–2572

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
69	Excerpted Transcript of July 10, 2017 Deposition of Dennis C. Vacco	Vol. 17, 2573–2579
70	April 15, 2011 email from P. Morabito to Christian Lovelace; Gregory Ivancic; Vacco RE: \$65 million loan offer from Cerberus	Vol. 17, 2580–2582
71	Email from Vacco to P. Morabito RE: \$2 million second mortgage on the Reno house	Vol. 17, 2583–2584
72	Email from Vacco to P. Morabito RE: Tim Haves	Vol. 17, 2585–2586
73	Settlement Agreement, Loan Agreement Modification & Release dated as of Sept. 7, 2012, entered into by Bank of America and P. Morabito	Vol. 17, 2587–2595
74	Page intentionally left blank	Vol. 17, 2596–2597
75	February 10, 2012 email from Vacco to Paul Wells and Timothy Haves RE: 1461 Glenneyre Street, Laguna Beach – Sale	Vol. 17, 2598–2602
76	May 8, 2012 email from P. Morabito to Vacco RE: Proceed with the corporate set-up with Ray, Edward and P. Morabito	Vol. 17, 2603–2604
77	September 4, 2012 email from Vacco to Edward Bayuk RE: Second Deed of Trust documents	Vol. 17, 2605–2606
78	September 18, 2012 email from P. Morabito to Edward Bayuk RE: Deed of Trust	Vol. 17, 2607–2611
79	October 3, 2012 email from Vacco to P. Morabito RE: Term Sheet on both real estate deal and option	Vol. 17, 2612–2614

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
80	March 14, 2013 email from P. Morabito to Vacco RE: BHI Hinckley	Vol. 17, 2615–2616
81	Page intentionally left blank	Vol. 17, 2617–2618
82	November 11, 2011 email from Vacco to P. Morabito RE: Trevor’s commitment to sign	Vol. 17, 2619–2620
83	November 28, 2011 email string RE: Wiring \$560,000 to Lippes Mathias	Vol. 17, 2621–2623
84	Page intentionally left blank	Vol. 17, 2624–2625
85	Page intentionally left blank	Vol. 17, 2626–2627
86	Order for Relief Under Chapter 7; Case No. BK-N-13-51236 (filed 12/22/2014)	Vol. 17, 2628–2634
87	Report of Undisputed Election (11 U.S.C § 702); Case No. BK-N-13-51237 (filed 01/23/2015)	Vol. 17, 2635–2637
88	Amended Stipulation and Order to Substitute a Party to NRCP 17(a) (filed 06/11/2015)	Vol. 17, 2638–2642
89	Membership Interest Purchase Agreement, entered into as of Oct. 6, 2010 between P. Morabito and Edward Bayuk	Vol. 17, 2643–2648
90	Complaint; Case No. BK-N-13-51237 (filed 10/15/2015)	Vol. 17, 2649–2686
91	Fifth Amendment and Restatement of the Trust Agreement for the Arcadia Living Trust (dated 09/30/2010)	Vol. 17, 2687–2726

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Objection to Recommendation for Order filed August 17, 2017 (filed 08/28/2017)		Vol. 18, 2727–2734
Exhibit to Objection to Recommendation for Order		
Exhibit	Document Description	
1	Plaintiff’s counsel’s Jan. 24, 2017, email memorializing the discovery dispute agreement	Vol. 18, 2735–2736
Opposition to Objection to Recommendation for Order filed August 17, 2017 (filed 09/05/2017)		Vol. 18, 2737–2748
Exhibit to Opposition to Objection to Recommendation for Order		
Exhibit	Document Description	
A	Declaration of Teresa M. Pilatowicz, Esq., in Support of Opposition to Objection to Recommendation for Order (filed 09/05/2017)	Vol. 18, 2749–2752
Reply to Opposition to Objection to Recommendation for Order filed August 17, 2017 (dated 09/15/2017)		Vol. 18, 2753–2758
Defendants’ Opposition to Plaintiff’s Motion for Partial Summary Judgment (filed 09/22/2017)		Vol. 18, 2759–2774
Defendants’ Separate Statement of Disputed Facts in Support of Opposition to Plaintiff’s Motion for Partial Summary Judgment (filed 09/22/2017)		Vol. 18, 2775–2790

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Defendants' Separate Statement of Disputed Facts in Support of Opposition to Plaintiff's Motion for Partial Summary Judgment		
Exhibit	Document Description	
1	Judgment in <i>Consolidated Nevada Corp., et al v. JH. et al.</i> ; Case No. CV07-02764 (filed 08/23/2011)	Vol. 18, 2791–2793
2	Excerpted Transcript of October 20, 2015 Deposition of Dennis C. Vacco	Vol. 18, 2794–2810
3	Order Denying Motion to Dismiss Involuntary Chapter 7 Petition and Suspending Proceedings Pursuant to 11 U.S.C §305(a)(1); Case No. BK-N-13-51237 (filed 12/17/2013)	Vol. 18, 2811–2814
4	Excerpted Transcript of March 21, 2016 Deposition of P. Morabito	Vol. 18, 2815–2826
5	Excerpted Transcript of September 28, 2015 Deposition of Edward William Bayuk	Vol. 18, 2827–2857
6	Appraisal	Vol. 18, 2858–2859
7	Budget Summary as of Jan. 7, 2016	Vol. 18, 2860–2862
8	Excerpted Transcript of March 24, 2016 Deposition of Dennis Banks	Vol. 18, 2863–2871
9	Excerpted Transcript of March 22, 2016 Deposition of Michael Sewitz	Vol. 18, 2872–2879
10	Excerpted Transcript of April 27, 2011 Deposition of Darryl Noble	Vol. 18, 2880–2883

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
11	Copies of cancelled checks from Edward Bayuk made payable to P. Morabito	Vol. 18, 2884–2892
12	CBRE Appraisal of 14th Street Card Lock Facility (dated 02/26/2010)	Vol. 18, 2893–2906
13	Bank of America wire transfer from P. Morabito to Salvatore Morabito in the amount of \$146,127.00; and a wire transfer from P. Morabito to Lippes for \$25.00 (date 10/01/2010)	Vol. 18, 2907–2908
14	Excerpted Transcript of October 21, 2015 Deposition of Christian Mark Lovelace	Vol. 18, 2909–2918
15	June 18, 2014 email from Sam Morabito to Michael Vanek RE: Analysis of the Superpumper transaction in 2010	Vol. 18, 2919–2920
16	Excerpted Transcript of October 21, 2015 Deposition of Salvatore R. Morabito	Vol. 18, 2921–2929
17	PROMISSORY NOTE [Snowshoe Petroleum (“Maker”) promises to pay P. Morabito (“Holder”) the principal sum of \$1,462,213.00] (dated 11/01/2010)	Vol. 18, 2930–2932
18	TERM NOTE [P. Morabito (“Borrower”) promises to pay Consolidated Western Corp. (“Lender”) the principal sum of \$939,000.00, plus interest] (dated 09/01/2010)	Vol. 18, 2933–2934
19	SUCCESSOR PROMISSORY NOTE [Snowshoe Petroleum (“Maker”) promises to pay P. Morabito (“Holder”) the principal sum of \$492,937.30, plus interest] (dated 02/01/2011)	Vol. 18, 2935–2937

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
20	Edward Bayuk's wire transfer to Lippes in the amount of \$517,547.20 (dated 09/29/2010)	Vol. 18, 2938–2940
21	Salvatore Morabito Bank of Montreal September 2011 Wire Transfer	Vol. 18, 2941–2942
22	Declaration of Salvatore Morabito (dated 09/21/2017)	Vol. 18, 2943–2944
23	Edward Bayuk bank wire transfer to Superpumper, Inc., in the amount of \$659,000.00 (dated 09/30/2010)	Vol. 18, 2945–2947
24	Edward Bayuk checking account statements between 2010 and 2011 funding the company with transfers totaling \$500,000	Vol. 18, 2948–2953
25	Salvatore Morabito's wire transfer statement between 2010 and 2011, funding the company with \$750,000	Vol. 18, 2954–2957
26	Payment Schedule of Edward Bayuk Note in Favor of P. Morabito	Vol. 18, 2958–2961
27	September 15, 2010 email from Vacco to Yalamanchili and P. Morabito RE: Follow Up Thoughts	Vol. 18, 2962–2964
Reply in Support of Motion for Partial Summary Judgment (dated 10/10/2017)		Vol. 19, 2965–2973
Order Regarding Discovery Commissioner's Recommendation for Order dated August 17, 2017 (filed 12/07/2017)		Vol. 19, 2974–2981

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Order Denying Motion for Partial Summary Judgment (filed 12/11/2017)		Vol. 19, 2982–2997
Defendants’ Motions in Limine (filed 09/12/2018)		Vol. 19, 2998–3006
Exhibits to Defendants’ Motions in Limine		
Exhibit	Document Description	
1	Plaintiff’s Second Supplement to Amended Disclosures Pursuant to NRCP 16.1(A)(1) (dated 04/28/2016)	Vol. 19, 3007–3016
2	Excerpted Transcript of March 25, 2016 Deposition of William A. Leonard	Vol. 19, 3017–3023
3	Plaintiff, Jerry Herbst’s Responses to Defendant Snowshoe Petroleum, Inc.’s Set of Interrogatories (dated 02/11/2015); and Plaintiff, Jerry Herbst’s Responses to Defendant, Salvatore Morabito’s Set of Interrogatories (dated 02/12/2015)	Vol. 19, 3024–3044
Motion in Limine to Exclude Testimony of Jan Friederich (filed 09/20/2018)		Vol. 19, 3045–3056
Exhibits to Motion in Limine to Exclude Testimony of Jan Friederich		
Exhibit	Document Description	
1	Defendants’ Rebuttal Expert Witness Disclosure (dated 02/29/2016)	Vol. 19, 3057–3071
2	Condensed Transcript of March 29, 2016 Deposition of Jan Friederich	Vol. 19, 3072–3086

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Opposition to Defendants' Motions in Limine (filed 09/28/2018)		Vol. 19, 3087–3102
Exhibits to Opposition to Defendants' Motions in Limine		
Exhibit	Document Description	
A	Declaration of Teresa M. Pilatowicz, Esq. in Support of Opposition to Defendants' Motions in Limine (filed 09/28/2018)	Vol. 19, 3103–3107
A-1	Plaintiff's February 19, 2016, Amended Disclosures Pursuant to NRCP 16.1(A)(1)	Vol. 19, 3108–3115
A-2	Plaintiff's January 26, 2016, Expert Witnesses Disclosures (without exhibits)	Vol. 19, 3116–3122
A-3	Defendants' January 26, 2016, and February 29, 2016, Expert Witness Disclosures (without exhibits)	Vol. 19, 3123–3131
A-4	Plaintiff's August 17, 2017, Motion for Partial Summary Judgment (without exhibits)	Vol. 19, 3132–3175
A-5	Plaintiff's August 17, 2017, Statement of Undisputed Facts in Support of his Motion for Partial Summary Judgment (without exhibits)	Vol. 19, 3176–3205
Defendants' Reply in Support of Motions in Limine (filed 10/08/2018)		Vol. 20, 3206–3217
Exhibit to Defendants' Reply in Support of Motions in Limine		
Exhibit	Document Description	

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
1	Chapter 7 Trustee, William A. Leonard's Responses to Defendants' First Set of Interrogatories (dated 05/28/2015)	Vol. 20, 3218–3236
Defendants' Opposition to Plaintiff's Motions in Limine to Exclude the Testimony of Jan Friederich (filed 10/08/2018)		Vol. 20, 3237–3250
Exhibits to Defendants' Opposition to Plaintiff's Motions in Limine to Exclude the Testimony of Jan Friederich		
Exhibit	Document Description	
1	Excerpt of Matrix Report (dated 10/13/2010)	Vol. 20, 3251–3255
2	Defendants' Rebuttal Expert Witness Disclosure (dated 02/29/2016)	Vol. 20, 3256–3270
3	November 9, 2009 email from P. Morabito to Daniel Fletcher; Jim Benbrook; Don Whitehead; Sam Morabito, etc. RE: Jan Friederich entered consulting agreement with Superpumper	Vol. 20, 3271–3272
4	Excerpted Transcript of March 29, 2016 Deposition of Jan Friederich	Vol. 20, 3273–3296
Defendants' Objections to Plaintiff's Pretrial Disclosures (filed 10/12/2018)		Vol. 20, 3297–3299
Objections to Defendants' Pretrial Disclosures (filed 10/12/2018)		Vol. 20, 3300–3303
Reply to Defendants' Opposition to Plaintiff's Motion in Limine to Exclude the Testimony of Jan Friederich (filed 10/12/2018)		Vol. 20, 3304–3311

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Minutes of September 11, 2018, Pre-trial Conference (filed 10/19/2018)		Vol. 20, 3312
Stipulated Facts (filed 10/29/2018)		Vol. 20, 3313–3321
Defendants’ Points and Authorities RE: Objection to Admission of Documents in Conjunction with the Depositions of P. Morabito and Dennis Vacco (filed 10/30/2018)		Vol. 20, 3322–3325
Plaintiff’s Points and Authorities Regarding Authenticity and Hearsay Issues (filed 10/31/2018)		Vol. 20, 3326–3334
Clerk’s Trial Exhibit List (filed 02/28/2019)		Vol. 21, 3335–3413
Exhibits to Clerk’s Trial Exhibit List		
Exhibit	Document Description	
1	Certified copy of the Transcript of September 13, 2010 Judge’s Ruling; Case No. CV07-02764	Vol. 21, 3414–3438
2	Findings of Fact, Conclusions of Law, and Judgment; Case No. CV07-02764 (filed 10/12/2010)	Vol. 21, 3439–3454
3	Judgment; Case No. CV07-0767 (filed 08/23/2011)	Vol. 21, 3455–3456
4	Confession of Judgment; Case No. CV07-02764 (filed 06/18/2013)	Vol. 21, 3457–3481
5	November 30, 2011 Settlement Agreement and Mutual Release	Vol. 22, 3482–3613
6	March 1, 2013 Forbearance Agreement	Vol. 22, 3614–3622

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
8	Order Denying Motion to Dismiss Involuntary Chapter 7 Petition and Suspending Proceedings, Case 13-51237. ECF No. 94, (filed 12/17/2013)	Vol. 22, 3623–3625
19	Report of Undisputed Election– Appointment of Trustee, Case No. 13-51237, ECF No. 220	Vol. 22, 3626–3627
20	Stipulation and Order to Substitute a Party Pursuant to NRCF 17(a), Case No. CV13-02663, May 15, 2015	Vol. 22, 3628–3632
21	Non-Dischargeable Judgment Regarding Plaintiff’s First and Second Causes of Action, Case No. 15-05019-GWZ, ECF No. 123, April 30, 2018	Vol. 22, 3633–3634
22	Memorandum & Decision; Case No. 15-05019-GWZ, ECF No. 124, April 30, 2018	Vol. 22, 3635–3654
23	Amended Findings of Fact, Conclusions of Law in Support of Judgment Regarding Plaintiff’s First and Second Causes of Action; Case 15-05019-GWZ, ECF No. 122, April 30, 2018	Vol. 22, 3655–3679
25	September 15, 2010 email from Yalamanchili to Vacco and P. Morabito RE: Follow Up Thoughts	Vol. 22, 3680–3681
26	September 18, 2010 email from P. Morabito to Vacco	Vol. 22, 3682–3683
27	September 20, 2010 email from Vacco to P. Morabito RE: Spirit	Vol. 22, 3684–3684
28	September 20, 2010 email between Yalamanchili and Crotty RE: Morabito -Wire	Vol. 22, 3685–3687

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
29	September 20, 2010 email from Yalamanchili to Graber RE: Attorney Client Privileged Communication	Vol. 22, 3688–3689
30	September 21, 2010 email from P. Morabito to Vacco and Cross RE: Attorney Client Privileged Communication	Vol. 22, 3690–3692
31	September 23, 2010 email chain between Graber and P. Morabito RE: Change of Primary Residence from Reno to Laguna Beach	Vol. 22, 3693–3694
32	September 23, 2010 email from Yalamanchili to Graber RE: Change of Primary Residence from Reno to Laguna Beach	Vol. 22, 3695–3696
33	September 24, 2010 email from P. Morabito to Vacco RE: Superpumper, Inc.	Vol. 22, 3697–3697
34	September 26, 2010 email from Vacco to P. Morabito RE: Judgment for a fixed debt	Vol. 22, 3698–3698
35	September 27, 2010 email from P. Morabito to Vacco RE: First Amendment to Residential Lease executed 9/27/2010	Vol. 22, 3699–3701
36	November 7, 2012 emails between Vacco, P. Morabito, C. Lovelace RE: Attorney Client Privileged Communication	Vol. 22, 3702–3703
37	Morabito BMO Bank Statement – September 2010	Vol. 22, 3704–3710
38	Lippes Mathias Trust Ledger History	Vol. 23, 3711–3716

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
39	Fifth Amendment & Restatement of the Trust Agreement for the Arcadia Living Trust dated September 30, 2010	Vol. 23, 3717–3755
42	P. Morabito Statement of Assets & Liabilities as of May 5, 2009	Vol. 23, 3756–3756
43	March 10, 2010 email chain between Afshar and Takemoto RE: Current Personal Financial Statement	Vol. 23, 3757–3758
44	Salazar Net Worth Report (dated 03/15/2011)	Vol. 23, 3759–3772
45	Purchase and Sale Agreement	Vol. 23, 3773–3780
46	First Amendment to Purchase and Sale Agreement	Vol. 23, 3781–3782
47	Panorama – Estimated Settlement Statement	Vol. 23, 3783–3792
48	El Camino – Final Settlement Statement	Vol. 23, 3793–3793
49	Los Olivos – Final Settlement Statement	Vol. 23, 3794–3794
50	Deed for Transfer of Panorama Property	Vol. 23, 3795–3804
51	Deed for Transfer for Los Olivos	Vol. 23, 3805–3806
52	Deed for Transfer of El Camino	Vol. 23, 3807–3808
53	Kimmel Appraisal Report for Panorama and Clayton	Vol. 23, 3809–3886
54	Bill of Sale – Panorama	Vol. 23, 3887–3890
55	Bill of Sale – Mary Fleming	Vol. 23, 3891–3894
56	Bill of Sale – El Camino	Vol. 23, 3895–3898

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
57	Bill of Sale – Los Olivos	Vol. 23, 3899–3902
58	Declaration of Value and Transfer Deed of 8355 Panorama (recorded 12/31/2012)	Vol. 23, 3903–3904
60	Baruk Properties Operating Agreement	Vol. 23, 3905–3914
61	Baruk Membership Transfer Agreement	Vol. 24, 3915–3921
62	Promissory Note for \$1,617,050 (dated 10/01/2010)	Vol. 24, 3922–3924
63	Baruk Properties/Snowshoe Properties, Certificate of Merger (filed 10/04/2010)	Vol. 24, 3925–3926
64	Baruk Properties/Snowshoe Properties, Articles of Merger	Vol. 24, 3927–3937
65	Grant Deed from Snowshoe to Bayuk Living Trust; Doc No. 2010-0531071 (recorded 11/04/2010)	Vol. 24, 3938–3939
66	Grant Deed – 1461 Glenneyre; Doc No. 2010000511045 (recorded 10/08/2010)	Vol. 24, 3940–3941
67	Grant Deed – 570 Glenneyre; Doc No. 2010000508587 (recorded 10/08/2010)	Vol. 24, 3942–3944
68	Attorney File re: Conveyance between Woodland Heights and Arcadia Living Trust	Vol. 24, 3945–3980
69	October 24, 2011 email from P. Morabito to Vacco RE: Attorney Client Privileged Communication	Vol. 24, 3981–3982

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
70	November 10, 2011 email chain between Vacco and P. Morabito RE: Baruk Properties, LLC/Paul Morabito/Bank of America, N.A.	Vol. 24, 3983–3985
71	Bayuk First Ledger	Vol. 24, 3986–3987
72	Amortization Schedule	Vol. 24, 3988–3990
73	Bayuk Second Ledger	Vol. 24, 3991–3993
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75	March 30, 2012 email from Vacco to Bayuk RE: Letter to BOA	Vol. 24, 4054–4055
76	March 10, 2010 email chain between P. Morabito and jon@aim13.com RE: Strictly Confidential	Vol. 24, 4056–4056
77	May 20, 2010 email chain between P. Morabito, Vacco and Michael Pace RE: Proceed with placing a Binding Bid on June 22nd with ExxonMobil	Vol. 24, 4057–4057
78	Morabito Personal Financial Statement May 2010	Vol. 24, 4058–4059
79	June 28, 2010 email from P. Morabito to George Garner RE: ExxonMobil Chicago Market Business Plan Review	Vol. 24, 4060–4066
80	Shareholder Interest Purchase Agreement	Vol. 24, 4067–4071
81	Plan of Merger of Consolidated Western Corporation with and Into Superpumper, Inc.	Vol. 24, 4072–4075

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84	Unanimous Written Consent of the Directors and Shareholders of Consolidated Western Corporation	Vol. 24, 4081–4083
85	Arizona Corporation Commission Letter dated October 21, 2010	Vol. 24, 4084–4091
86	Nevada Articles of Merger	Vol. 24, 4092–4098
87	New York Creation of Snowshoe	Vol. 24, 4099–4103
88	April 26, 2012 email from Vacco to Afshar RE: Ownership Structure of SPI	Vol. 24, 4104–4106
90	September 30, 2010 Matrix Retention Agreement	Vol. 24, 4107–4110
91	McGovern Expert Report	Vol. 25, 4111–4189
92	Appendix B to McGovern Report – Source 4 – Budgets	Vol. 25, 4190–4191
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105	Superpumper Successor Note in the amount of \$939,000 (dated 02/01/2011)	Vol. 25, 4196–4197

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106	Superpumper Stock Power transfers to S. Morabito and Bayuk (dated 01/01/2011)	Vol. 25, 4198–4199
107	<i>Declaration of P. Morabito in Support of Opposition to Motion of JH, Inc., Jerry Herbst, and Berry- Hinckley Industries for Order Prohibiting Debtor from Using, Acquiring or Transferring Assets Pursuant to 11 U.S.C. §§ 105 and 303(f) Pending Appointment of Trustee, Case 13-51237, ECF No. 22 (filed 07/01/2013)</i>	Vol. 25, 4200–4203
108	October 12, 2012 email between P. Morabito and Bernstein RE: 2011 Return	Vol. 25, 4204–4204
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110	P. Morabito – Term Note in the amount of \$939,000.000 (dated 09/01/2010)	Vol. 25, 4214–4214
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112	Consent Agreement (dated 12/28/2010)	Vol. 25, 4245–4249
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122	Salvatore Morabito Term Note \$2,563,542.00 as of December 31, 2010	Vol. 26, 4324–4325
123	Edward Bayuk Term Note \$2,580,500.00 as of December 31, 2010	Vol. 26, 4326–4327
125	April 21, 2011 Management letter	Vol. 26, 4328–4330
126	Bayuk and S. Morabito Statements of Assets & Liabilities as of February 1, 2011	Vol. 26, 4331–4332
127	January 6, 2012 email from Bayuk to Lovelace RE: Letter of Credit	Vol. 26, 4333–4335
128	January 6, 2012 email from Vacco to Bernstein	Vol. 26, 4336–4338
129	January 7, 2012 email from Bernstein to Lovelace	Vol. 26, 4339–4343
130	March 18, 2012 email from P. Morabito to Vacco	Vol. 26, 4344–4344
131	April 21, 2011 Proposed Acquisition of Nella Oil	Vol. 26, 4345–4351
132	April 15, 2011 email chain between P. Morabito and Vacco	Vol. 26, 4352

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134	April 16, 2012 email from Vacco to Morabito	Vol. 26, 4354–4359
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137	August 24, 2011 email from Vacco to P. Morabito RE: Tim Haves	Vol. 26, 4366
138	November 11, 2011 email from Vacco to P. Morabito RE: Getting Trevor's commitment to sign	Vol. 26, 4367
139	November 16, 2011 email from P. Morabito to Vacco RE: Vacco's litigation letter	Vol. 26, 4368
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141	December 7, 2011 email from Vacco to P. Morabito RE: Moreno	Vol. 26, 4371
142	February 10, 2012 email chain between P. Morabito Wells, and Vacco RE: 1461 Glenneyre Street - Sale	Vol. 26, 4372–4375
143	April 20, 2012 email from P. Morabito to Bayuk RE: BofA	Vol. 26, 4376
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148	September 4, 2012 email from Bayuk to Vacco RE: Wire	Vol. 26, 4423–4426
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152	September 3, 2012 email from P. Morabito to Vacco RE: Wire	Vol. 26, 4435
153	March 14, 2013 email chain between P. Morabito and Vacco RE: BHI Hinckley	Vol. 26, 4436
154	Paul Morabito 2009 Tax Return	Vol. 26, 4437–4463
155	Superpumper Form 8879-S tax year ended December 31, 2010	Vol. 26, 4464–4484
156	2010 U.S. S Corporation Tax Return for Consolidated Western Corporation	Vol. 27, 4485–4556
157	Snowshoe form 8879-S for year ended December 31, 2010	Vol. 27, 4557–4577
158	Snowshoe Form 1120S 2011 Amended Tax Return	Vol. 27, 4578–4655

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161	December 18, 2012 email from Vacco to P. Morabito RE: Attorney Client Privileged Communication	Vol. 27, 4659
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174	October 15, 2015 Certificate of Service of copy of Lippes Mathias Wexler Friedman’s Response to Subpoena	Vol. 27, 4670
175	Order Granting Motion to Compel Responses to Deposition Questions ECF No. 502; Case No. 13-51237-gwz (filed 02/03/2016)	Vol. 27, 4671–4675
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189	Mortgage – Mary Fleming	Vol. 28, 4864
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191	Settlement Statement – 370 Los Olivos	Vol. 28, 4866
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193	Mortgage – 8355 Panorama Drive	Vol. 28, 4869–4870
194	Compass – Certificate of Custodian of Records (dated 12/21/2016)	Vol. 28, 4871–4871
196	June 6, 2014 Declaration of Sam Morabito – Exhibit 1 to Snowshoe Reply in Support of Motion to Dismiss Complaint for Lack of Personal Jurisdiction – filed in Case No. CV13-02663	Vol. 28, 4872–4874
197	June 19, 2014 Declaration of Sam Morabito – Exhibit 1 to Superpumper Motion to Dismiss Complaint for Lack of Personal Jurisdiction – filed in Case No. CV13-02663	Vol. 28, 4875–4877
198	September 22, 2017 Declaration of Sam Morabito – Exhibit 22 to Defendants’ SSOF in Support of Opposition to Plaintiff’s MSJ – filed in Case No. CV13-02663	Vol. 28, 4878–4879

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225	Bank of America Records for Edward Bayuk (dated 09/05/2012)	Vol. 28, 4887–4897
226	June 11, 2007 Wholesale Marketer Agreement	Vol. 29, 4898–4921
227	May 25, 2006 Wholesale Marketer Facility Development Incentive Program Agreement	Vol. 29, 4922–4928
228	June 2007 Master Lease Agreement – Spirit SPE Portfolio and Superpumper, Inc.	Vol. 29, 4929–4983
229	Superpumper Inc 2008 Financial Statement (dated 12/31/2008)	Vol. 29, 4984–4996
230	November 9, 2009 email from P. Morabito to Bernstein, Yalaman RE: Jan Friederich – entered into Consulting Agreement	Vol. 29, 4997
231	September 30, 2010, Letter from Compass to Superpumper, Morabito, CWC RE: reducing face amount of the revolving note	Vol. 29, 4998–5001
232	October 15, 2010, letter from Quarles & Brady to Vacco RE: Revolving Loan Documents and Term Loan Documents between Superpumper and Compass Bank	Vol. 29, 5002–5006

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235	August 31, 2010 Superpumper Inc., Valuation of 100 percent of the common equity in Superpumper, Inc on a controlling marketable basis	Vol. 29, 5014–5059
236	June 18, 2014 email from S. Morabito to Vanek (WF) RE: Analysis of Superpumper Acquisition in 2010	Vol. 29, 5060–5061
241	Superpumper March 2010 YTD Income Statement	Vol. 29, 5062–5076
244	Assignment Agreement for \$939,000 Morabito Note	Vol. 29, 5077–5079
247	July 1, 2011 Third Amendment to Forbearance Agreement Superpumper and Compass Bank	Vol. 29, 5080–5088
248	Superpumper Cash Contributions January 2010 thru September 2015 – Bayuk and S. Morabito	Vol. 29, 5089–5096
252	October 15, 2010 Letter from Quarles & Brady to Vacco RE: Revolving Loan documents and Term Loan documents between Superpumper Prop. and Compass Bank	Vol. 29, 5097–5099
254	Bank of America – S. Morabito SP Properties Sale, SP Purchase Balance	Vol. 29, 5100
255	Superpumper Prop. Final Closing Statement for 920 Mountain City Hwy, Elko, NV	Vol. 29, 5101
256	September 30, 2010 Raffles Insurance Limited Member Summary	Vol. 29, 5102

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257	Equalization Spreadsheet	Vol. 30, 5103
258	November 9, 2005 Grant, Bargain and Sale Deed; Doc #3306300 for Property Washoe County	Vol. 30, 5104–5105
260	January 7, 2016 Budget Summary – Panorama Drive	Vol. 30, 5106–5107
261	Mary 22, 2006 Compilation of Quotes and Invoices Quote of Valley Drapery	Vol. 30, 5108–5116
262	Photos of 8355 Panorama Home	Vol. 30, 5117–5151
263	Water Rights Deed (Document #4190152) between P. Morabito, E. Bayuk, Grantors, RCA Trust One Grantee (recorded 12/31/2012)	Vol. 30, 5152–5155
265	October 1, 2010 Bank of America Wire Transfer –Bayuk – Morabito \$60,117	Vol. 30, 5156
266	October 1, 2010 Check #2354 from Bayuk to P. Morabito for \$29,383 for 8355 Panorama funding	Vol. 30, 5157–5158
268	October 1, 2010 Check #2356 from Bayuk to P. Morabito for \$12,763 for 370 Los Olivos Funding	Vol. 30, 5159–5160
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270	Bayuk Payment Ledger Support Documents Checks and Bank Statements	Vol. 31, 5163–5352
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277	Assessor's Map/Home Comparisons for 8355 Panorama Drive, Reno, NV	Vol. 32, 5401–5437
278	December 3, 2007 Case Docket for CV07-02764	Vol. 32, 5438–5564
280	May 25, 2011 Stipulation Regarding the Imposition of Punitive Damages; Case No. CV07-02764 (filed 05/25/2011)	Vol. 33, 5565–5570
281	Work File for September 24, 2010 Appraisal of 8355 Panorama Drive, Reno, NV	Vol. 33, 5571–5628
283	January 25, 2016 Expert Witness Report Leonard v. Superpumper Snowshoe	Vol. 33, 5629–5652
284	February 29, 2016 Defendants' Rebuttal Expert Witness Disclosure	Vol. 33, 5653–5666
294	October 5, 2010 Lippes, Mathias Wexler Friedman, LLP, Invoices to P. Morabito	Vol. 33, 5667–5680
295	P. Morabito 2010 Tax Return (dated 10/16/2011)	Vol. 33, 5681–5739
296	December 31, 2010 Superpumper Inc. Note to Financial Statements	Vol. 33, 5740–5743
297	December 31, 2010 Superpumper Consultations	Vol. 33, 5744

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301	September 15, 2010 email from Vacco to P. Morabito RE: Tomorrow	Vol. 33, 5749–5752
303	Bankruptcy Court District of Nevada Claims Register Case No. 13-51237	Vol. 33, 5753–5755
304	April 14, 2018 email from Allen to Krausz RE: Superpumper	Vol. 33, 5756–5757
305	Subpoena in a Case Under the Bankruptcy Code to Robison, Sharp, Sullivan & Brust issued in Case No. BK-N-13-51237-GWZ	Vol. 33, 5758–5768
306	August 30, 2018 letter to Mark Weisenmiller, Esq., from Frank Gilmore, Esq.,	Vol. 34, 5769
307	Order Granting Motion to Compel Compliance with the Subpoena to Robison, Sharp, Sullivan & Brust filed in Case No. BK-N-13-51237-GWZ	Vol. 34, 5770–5772
308	Response of Robison, Sharp, Sullivan & Brust's to Subpoena filed in Case No. BK-N-13-51237-GWZ	Vol. 34, 5773–5797
309	Declaration of Frank C. Gilmore in support of Robison, Sharp, Sullivan & Brust's Opposition to Motion for Order Holding Robison in Contempt filed in Case No. BK-N-13-51237-GWZ	Vol. 34, 5798–5801
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Minutes of November 2, 2018, Non-Jury Trial, Day 5 (filed 11/08/2018)	Vol. 39, 6818–7007
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Minutes of November 6, 2018, Non-Jury Trial, Day 7 (filed 11/08/2018)	Vol. 41, 7170–7269
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Plaintiff’s Motion to Reopen Evidence (filed 01/30/2019)		Vol. 46, 7894–7908
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Exhibit	Document Description	
1	Declaration of Gabrielle A. Hamm, Esq. in Support of Plaintiff’s Motion to Reopen	Vol. 46, 7909–7913
1-A	September 21, 2017 Declaration of Salvatore Morabito	Vol. 46, 7914–7916
1-B	Defendants’ Proposed Findings of Fact, Conclusions of Law, and Judgment (Nov. 26, 2018)	Vol. 46, 7917–7957
1-C	Judgment on the First and Second Causes of Action; Case No. 15-05019-GWZ (Bankr. D. Nev.), ECF No. 123 (April 30, 2018)	Vol. 46, 7958–7962
1-D	Amended Findings of Fact and Conclusions of Law in Support of Judgment Regarding Plaintiffs’ First and Second Causes of Action; Case No. 15-05019-GWZ (Bankr. D. Nev.), ECF No. 126 (April 30, 2018)	Vol. 46, 7963–7994
1-E	Motion to Compel Compliance with the Subpoena to Robison Sharp Sullivan Brust; Case No. 15-05019-GWZ (Bankr. D. Nev.), ECF No. 191 (Sept. 10, 2018)	Vol. 46, 7995–8035

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1-F	Order Granting Motion to Compel Compliance with the Subpoena to Robison Sharp Sullivan Brust; Case No. 15-05019-GWZ (Bankr. D. Nev.), ECF No. 229 (Jan. 3, 2019)	Vol. 46, 8036–8039
1-G	Response of Robison, Sharp, Sullivan & Brust[] To Subpoena (including RSSB_000001 – RSSB_000031) (Jan. 18, 2019)	Vol. 46, 8040–8067
1-H	Excerpts of Deposition Transcript of Sam Morabito as PMK of Snowshoe Petroleum, Inc. (Oct. 1, 2015)	Vol. 46, 8068–8076
Errata to: Plaintiff's Motion to Reopen Evidence (filed 01/30/2019)		Vol. 47, 8077–8080
Exhibit to Errata to: Plaintiff's Motion to Reopen Evidence		
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1	Plaintiff's Motion to Reopen Evidence	Vol. 47, 8081–8096
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Order Shortening Time on Plaintiff's Motion to Reopen Evidence and for Expedited Hearing (filed 02/04/2019)		Vol. 47, 8103–8105
Supplement to Plaintiff's Motion to Reopen Evidence (filed 02/04/2019)		Vol. 47, 8106–8110

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
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Exhibit	Document Description	
1	Supplemental Declaration of Gabrielle A. Hamm, Esq. in Support of Plaintiff's Motion to Reopen Evidence (filed 02/04/2019)	Vol. 47, 8111–8113
1-I	Declaration of Frank C. Gilmore in Support of Robison, Sharp Sullivan & Brust's Opposition to Motion for Order Holding Robison in Contempt; Case No. 15-05019-GWZ (Bankr. D. Nev.), ECF No. 259 (Jan. 30, 2019)	Vol. 47, 8114–8128
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Plaintiff's Reply to Defendants' Response to Motion to Reopen Evidence (filed 02/07/2019)		Vol. 47, 8136–8143
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[Defendants' Proposed Amended] Findings of Fact, Conclusions of Law, and Judgment (filed 03/08/2019)		Vol. 47, 8225–8268
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Memorandum of Costs and Disbursements (filed 04/11/2019)		Vol. 48, 8341–8347
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Exhibit	Document Description	
1	Ledger of Costs	Vol. 48, 8348–8370
Application for Attorneys’ Fees and Costs Pursuant to NRCP 68 (filed 04/12/2019)		Vol. 48, 8371–8384
Exhibits to Application for Attorneys’ Fees and Costs Pursuant to NRCP 68		
Exhibit	Document Description	
1	Declaration of Teresa M. Pilatowicz In Support of Plaintiff’s Application for Attorney’s Fees and Costs Pursuant to NRCP 68 (filed 04/12/2019)	Vol. 48, 8385–8390
2	Plaintiff’s Offer of Judgment to Defendants (dated 05/31/2016)	Vol. 48, 8391–8397
3	Defendant’s Rejection of Offer of Judgment by Plaintiff (dated 06/15/2016)	Vol. 48, 8398–8399
4	Log of time entries from June 1, 2016 to March 28, 2019	Vol. 48, 8400–8456

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
5	Plaintiff's Memorandum of Costs and Disbursements (filed 04/11/2019)	Vol. 48, 8457–8487
Motion to Retax Costs (filed 04/15/2019)		Vol. 49, 8488–8495
Plaintiff's Opposition to Motion to Retax Costs (filed 04/17/2019)		Vol. 49, 8496–8507
Exhibits to Plaintiff's Opposition to Motion to Retax Costs		
Exhibit	Document Description	
1	Declaration of Teresa M. Pilatowicz In Support of Opposition to Motion to Retax Costs (filed 04/17/2019)	Vol. 49, 8508–8510
2	Summary of Photocopy Charges	Vol. 49, 8511–8523
3	James L. McGovern Curriculum Vitae	Vol. 49, 8524–8530
4	McGovern & Greene LLP Invoices	Vol. 49, 8531–8552
5	Buss-Shelger Associates Invoices	Vol. 49, 8553–8555
Reply in Support of Motion to Retax Costs (filed 04/22/2019)		Vol. 49, 8556–8562
Opposition to Application for Attorneys' Fees and Costs Pursuant to NRCP 68 (filed 04/25/2019)		Vol. 49, 8563–8578
Exhibit to Opposition to Application for Attorneys' Fees and Costs Pursuant to NRCP 68		
Exhibit	Document Description	
1	Plaintiff's Bill Dispute Ledger	Vol. 49, 8579–8637

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Defendants, Salvatore Morabito, Snowshoe Petroleum, Inc., and Superpumper, Inc.'s Motion for New Trial and/or to Alter or Amend Judgment Pursuant to NRCP 52, 59, and 60 (filed 04/25/2019)		Vol. 49, 8638–8657
Defendant, Edward Bayuk's Motion for New Trial and/or to Alter or Amend Judgment Pursuant to NRCP 52, 59, and 60 (filed 04/26/2019)		Vol. 50, 8658–8676
Exhibits to Edward Bayuk's Motion for New Trial and/or to Alter or Amend Judgment Pursuant to NRCP 52, 59, and 60		
Exhibit	Document Description	
1	February 27, 2019 email with attachments	Vol. 50, 8677–8768
2	Declaration of Frank C. Gilmore in Support of Edward Bayuk's Motion for New Trial (filed 04/26/2019)	Vol. 50, 8769–8771
3	February 27, 2019 email from Marcy Trabert	Vol. 50, 8772–8775
4	February 27, 2019 email from Frank Gilmore to eturner@Gtg.legal RE: Friday Trial	Vol. 50, 8776–8777
Plaintiff's Reply in Support of Application of Attorneys' Fees and Costs Pursuant to NRCP 68 (filed 04/30/2019)		Vol. 50, 8778–8790
Exhibit to Plaintiff's Reply in Support of Application of Attorneys' Fees and Costs Pursuant to NRCP 68		
Exhibit	Document Description	
1	Case No. BK-13-51237-GWZ, ECF Nos. 280, 282, and 321	Vol. 50, 8791–8835

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Plaintiff's Opposition to Defendants' Motions for New Trial and/or to Alter or Amend Judgment (filed 05/07/2019)		Vol. 51, 8836–8858
Defendants, Salvatore Morabito, Snowshoe Petroleum, Inc., and Superpumper, Inc.'s Reply in Support of Motion for New Trial and/or to Alter or Amend Judgment Pursuant to NRCp 52, 59, and 60 (filed 05/14/2019)		Vol. 51, 8859–8864
Declaration of Edward Bayuk Claiming Exemption from Execution (filed 06/28/2019)		Vol. 51, 8865–8870
Exhibits to Declaration of Edward Bayuk Claiming Exemption from Execution		
Exhibit	Document Description	
1	Copy of June 22, 2019 Notice of Execution and two Write of Executions	Vol. 51, 8871–8896
2	Declaration of James Arthur Gibbons Regarding his Attestation, Witness and Certification on November 12, 2005 of the Spendthrift Trust Amendment to the Edward William Bayuk Living Trust (dated 06/25/2019)	Vol. 51, 8897–8942
Notice of Claim of Exemption from Execution (filed 06/28/2019)		Vol. 51, 8943–8949
Edward Bayuk's Declaration of Salvatore Morabito Claiming Exemption from Execution (filed 07/02/2019)		Vol. 51, 8950–8954
Exhibits to Declaration of Salvatore Morabito Claiming Exemption from Execution		
Exhibit	Document Description	
1	Las Vegas June 22, 2019 letter	Vol. 51, 8955–8956

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
2	Writs of execution and the notice of execution	Vol. 51, 8957–8970
Minutes of June 24, 2019 telephonic hearing on Decision on Submitted Motions (filed 07/02/2019)		Vol. 51, 8971–8972
Salvatore Morabito’s Notice of Claim of Exemption from Execution (filed 07/02/2019)		Vol. 51, 8973–8976
Edward Bayuk’s Third Party Claim to Property Levied Upon NRS 31.070 (filed 07/03/2019)		Vol. 51, 8977–8982
Order Granting Plaintiff’s Application for an Award of Attorneys’ Fees and Costs Pursuant to NRCP 68 (filed 07/10/2019)		Vol. 51, 8983–8985
Order Granting in part and Denying in part Motion to Retax Costs (filed 07/10/2019)		Vol. 51, 8986–8988
Plaintiff’s Objection to (1) Claim of Exemption from Execution and (2) Third Party Claim to Property Levied Upon, and Request for Hearing Pursuant to NRS 21.112 and 31.070(5) (filed 07/11/2019)		Vol. 52, 8989–9003
Exhibits to Plaintiff’s Objection to (1) Claim of Exemption from Execution and (2) Third Party Claim to Property Levied Upon, and Request for Hearing Pursuant to NRS 21.112 and 31.070(5)		
Exhibit	Document Description	
1	Declaration of Gabrielle A. Hamm, Esq.	Vol. 52, 9004–9007
2	11/30/2011 Tolling Agreement – Edward Bayuk	Vol. 52, 9008–9023
3	11/30/2011 Tolling Agreement – Edward William Bayuk Living Trust	Vol. 52, 9024–9035

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
4	Excerpts of 9/28/2015 Deposition of Edward Bayuk	Vol. 52, 9036–9041
5	Edward Bayuk, as Trustee of the Edward William Bayuk Living Trust’s Responses to Plaintiff’s First Set of Requests for Production, served 9/24/2015	Vol. 52, 9042–9051
6	8/26/2009 Grant Deed (Los Olivos)	Vol. 52, 9052–9056
7	8/17/2018 Grant Deed (El Camino)	Vol. 52, 9057–9062
8	Trial Ex. 4 (Confession of Judgment)	Vol. 52, 9063–9088
9	Trial Ex. 45 (Purchase and Sale Agreement, dated 9/28/2010)	Vol. 52, 9089–9097
10	Trial Ex. 46 (First Amendment to Purchase and Sale Agreement, dated 9/29/2010)	Vol. 52, 9098–9100
11	Trial Ex. 51 (Los Olivos Grant Deed recorded 10/8/2010)	Vol. 52, 9101–9103
12	Trial Ex. 52 (El Camino Grant Deed recorded 10/8/2010)	Vol. 52, 9104–9106
13	Trial Ex. 61 (Membership Interest Transfer Agreement, dated 10/1/2010)	Vol. 52, 9107–9114
14	Trial Ex. 62 (\$1,617,050.00 Promissory Note)	Vol. 52, 9115–9118
15	Trial Ex. 65 (Mary Fleming Grant Deed recorded 11/4/2010)	Vol. 52, 9119–9121
Notice of Entry of Order Denying Defendants’ Motions for New Trial and/or to Alter or Amend Judgment (filed 07/16/2019)		Vol. 52, 9122–9124

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibit to Notice of Entry of Order Denying Defendants' Motions for New Trial and/or to Alter or Amend Judgment		
Exhibit	Document Description	
1	Order Denying Defendants' Motions for New Trial and/or to Alter or Amend Judgment (filed 07/10/2019)	Vol. 52, 9125–9127
Notice of Entry of Order Granting Plaintiff's Application for an Award of Attorneys' Fees and Costs Pursuant to NRCP 68 (filed 07/16/2019)		Vol. 52, 9128–9130
Exhibit to Notice of Entry of Order Granting Plaintiff's Application for an Award of Attorneys' Fees and Costs Pursuant to NRCP 68		
Exhibit	Document Description	
1	Order Granting Plaintiff's Application for an Award of Attorneys' Fees and Costs Pursuant to NRCP 68 (filed 07/10/2019)	Vol. 52, 9131–9134
Notice of Entry of Order Granting in Part and Denying in Part Motion to Retax Costs (filed 07/16/2019)		Vol. 52, 9135–9137
Exhibit to Notice of Entry of Order Granting in Part and Denying in Part Motion to Retax Costs		
Exhibit	Document Description	
1	Order Granting in Part and Denying in Part Motion to Retax Costs (filed 07/10/2019)	Vol. 52, 9138–9141

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Plaintiff's Objection to Notice of Claim of Exemption from Execution Filed by Salvatore Morabito and Request for Hearing (filed 07/16/2019)		Vol. 52, 9142–9146
Reply to Objection to Claim of Exemption and Third Party Claim to Property Levied Upon (filed 07/17/2019)		Vol. 52, 9147–9162
Exhibits to Reply to Objection to Claim of Exemption and Third Party Claim to Property Levied Upon		
Exhibit	Document Description	
1	March 3, 2011 Deposition Transcript of P. Morabito	Vol. 52, 9163–9174
2	Mr. Bayuk's September 23, 2014 responses to Plaintiff's first set of requests for production	Vol. 52, 9175–9180
3	September 28, 2015 Deposition Transcript of Edward Bayuk	Vol. 52, 9181–9190
Reply to Plaintiff's Objection to Notice of Claim of Exemption from Execution (filed 07/18/2019)		Vol. 52, 9191–9194
Declaration of Service of Till Tap, Notice of Attachment and Levy Upon Property (filed 07/29/2019)		Vol. 52, 9195
Notice of Submission of Disputed Order Denying Claim of Exemption and Third Party Claim (filed 08/01/2019)		Vol. 52, 9196–9199
Exhibits to Notice of Submission of Disputed Order Denying Claim of Exemption and Third Party Claim		
Exhibit	Document Description	
1	Plaintiff's Proposed Order Denying Claim of Exemption and Third-Party Claim	Vol. 52, 9200–9204

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
2	Bayuk and the Bayuk Trust's proposed Order Denying Claim of Exemption and Third-Party Claim	Vol. 52, 9205–9210
3	July 30, 2019 email evidencing Bayuk, through counsel Jeffrey Hartman, Esq., requesting until noon on July 31, 2019 to provide comments.	Vol. 52, 9211–9212
4	July 31, 2019 email from Teresa M. Pilatowicz, Esq. Bayuk failed to provide comments at noon on July 31, 2019, instead waiting until 1:43 p.m. to send a redline version with proposed changes after multiple follow ups from Plaintiff's counsel on July 31, 2019	Vol. 52, 9213–9219
5	A true and correct copy of the original Order and Bayuk Changes	Vol. 52, 9220–9224
6	A true and correct copy of the redline run by Plaintiff accurately reflecting Bayuk's proposed changes	Vol. 52, 9225–9229
7	Email evidencing that after review of the proposed revisions, Plaintiff advised Bayuk, through counsel, that Plaintiff agree to certain proposed revisions, but the majority of the changes were unacceptable as they did not reflect the Court's findings or evidence before the Court.	Vol. 52, 9230–9236
Objection to Plaintiff's Proposed Order Denying Claim of Exemption and Third Party Claim (filed 08/01/2019)		Vol. 53, 9237–9240

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Objection to Plaintiff's Proposed Order Denying Claim of Exemption and Third-Party Claim		
Exhibit	Document Description	
1	Plaintiff's Proposed Order Denying Claim of Exemption and Third-Party Claim	Vol. 53, 9241–9245
2	Defendant's comments on Findings of Fact	Vol. 53, 9246–9247
3	Defendant's Proposed Order Denying Claim of Exemption and Third-Party Claim	Vol. 53, 9248–9252
Minutes of July 22, 2019 hearing on Objection to Claim for Exemption (filed 08/02/2019)		Vol. 53, 9253
Order Denying Claim of Exemption (filed 08/02/2019)		Vol. 53, 9254–9255
Bayuk's Case Appeal Statement (filed 08/05/2019)		Vol. 53, 9256–9260
Bayuk's Notice of Appeal (filed 08/05/2019)		Vol. 53, 9261–9263
Defendants, Superpumper, Inc., Edward Bayuk, Salvatore Morabito; and Snowshoe Petroleum, Inc.'s, Case Appeal Statement (filed 08/05/2019)		Vol. 53, 9264–9269
Defendants, Superpumper, Inc., Edward Bayuk, Salvatore Morabito; and Snowshoe Petroleum, Inc.'s, Notice of Appeal (filed 08/05/2019)		Vol. 53, 9270–9273

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Defendants, Superpumper, Inc., Edward Bayuk, Salvatore Morabito; and Snowshoe Petroleum, Inc.'s, Notice of Appeal		
Exhibit	Document Description	
1	Findings of Fact, Conclusions of Law, and Judgment (filed 03/29/2019)	Vol. 53, 9274–9338
2	Order Denying Defendants' Motions for New Trial and/or to Alter or Amend Judgment (filed 07/10/2019)	Vol. 53, 9339–9341
3	Order Granting in Part and Denying in Part Motion to Retax Costs (filed 07/10/2019)	Vol. 53, 9342–9345
4	Order Granting Plaintiff's Application for an Award of Attorneys' Fees and Costs Pursuant to NRCP 68 (filed 07/10/2019)	Vol. 53, 9346–9349
Plaintiff's Reply to Defendants' Objection to Plaintiff's Proposed Order Denying Claim of Exemption and Third-Party Claim		Vol. 53, 9350–9356
Order Denying Claim of Exemption and Third-Party Claim (08/09/2019)		Vol. 53, 9357–9360
Notice of Entry of Order Denying Claim of Exemption and Third-Party Claim (filed 08/09/2019)		Vol. 53, 9361–9364
Exhibit to Notice of Entry of Order Denying Claim of Exemption and Third-Party Claim		
Exhibit	Document Description	
1	Order Denying Claim of Exemption and Third-Party Claim (08/09/2019)	Vol. 53, 9365–9369

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Notice of Entry of Order Denying Claim of Exemption (filed 08/12/2019)		Vol. 53, 9370–9373
Exhibit to Notice of Entry of Order Denying Claim of Exemption		
Exhibit	Document Description	
1	Order Denying Claim of Exemption (08/02/2019)	Vol. 53, 9374–9376
Motion to Make Amended or Additional Findings Under NRCP 52(b), or, in the Alternative, Motion for Reconsideration (filed 08/19/2019)		Vol. 54, 9377–9401
Exhibits to Motion to Make Amended or Additional Findings Under NRCP 52(b), or, in the Alternative, Motion for Reconsideration		
Exhibit	Document Description	
1	Order Denying Claim of Exemption and Third Party Claim (filed 08/09/19)	Vol. 54, 9402–9406
2	Spendthrift Trust Amendment to the Edward William Bayuk Living Trust (dated 11/12/05)	Vol. 54, 9407–9447
3	Spendthrift Trust Agreement for the Arcadia Living Trust (dated 10/14/05)	Vol. 54, 9448–9484
4	Fifth Amendment and Restatement of the Trust Agreement for the Arcadia Living Trust (dated 09/30/10)	Vol. 54, 9485–9524
5	P. Morabito's Supplement to NRCP 16.1 Disclosures (dated 03/01/11)	Vol. 54, 9525–9529

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
6	Transcript of March 3, 2011 Deposition of P. Morabito	Vol. 55, 9530–9765
7	Documents Conveying Real Property	Vol. 56, 9766–9774
8	Transcript of July 22, 2019 Hearing	Vol. 56, 9775–9835
9	Tolling Agreement JH and P. Morabito (partially executed 11/30/11)	Vol. 56, 9836–9840
10	Tolling Agreement JH and Arcadia Living Trust (partially executed 11/30/11)	Vol. 56, 9841–9845
11	Excerpted Pages 8–9 of Superpumper Judgment (filed 03/29/19)	Vol. 56, 9846–9848
12	Petitioners' First Set of Interrogatories to Debtor (dated 08/13/13)	Vol. 56, 9849–9853
13	Tolling Agreement JH and Edward Bayuk (partially executed 11/30/11)	Vol. 56, 9854–9858
14	Tolling Agreement JH and Bayuk Trust (partially executed 11/30/11)	Vol. 56, 9859–9863
15	Declaration of Mark E. Lehman, Esq. (dated 03/21/11)	Vol. 56, 9864–9867
16	Excerpted Transcript of October 20, 2015 Deposition of Dennis C. Vacco	Vol. 56, 9868–9871
17	Assignment and Assumption Agreement (dated 07/03/07)	Vol. 56, 9872–9887
18	Order Denying Morabito's Claim of Exemption (filed 08/02/19)	Vol. 56, 9888–9890

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Errata to Motion to Make Amended or Additional Findings Under NRCP 52(b), or, in the Alternative, Motion for Reconsideration (filed 08/20/2019)		Vol. 57, 9891–9893
Plaintiff's Opposition to Motion to Make Amended or Additional Findings Under NRCP 52(b), or, In the Alternative, Motion for Reconsideration, and Countermotion for Fees and Costs Pursuant to NRS 7.085 (filed 08/30/2019)		Vol. 57, 9894–9910
Errata to Plaintiff's Opposition to Motion to Make Amended or Additional Findings Under NRCP 52(b), or, In the Alternative, Motion for Reconsideration, and Countermotion for Fees and Costs Pursuant to NRS 7.085 (filed 08/30/2019)		Vol. 57, 9911–9914
Exhibits to Errata to Plaintiff's Opposition to Motion to Make Amended or Additional Findings Under NRCP 52(b), or, In the Alternative, Motion for Reconsideration, and Countermotion for Fees and Costs Pursuant to NRS 7.085		
Exhibit	Document Description	
1	Declaration of Gabrielle A. Hamm, Esq.	Vol. 57, 9915–9918
2	Plaintiff's Amended NRCP 16.1 Disclosures (February 19, 2016)	Vol. 57, 9919–9926
3	Plaintiff's Fourth Supplemental NRCP 16.1 Disclosures (November 15, 2016)	Vol. 57, 9927–9930
4	Plaintiff's Fifth Supplemental NRCP 16.1 Disclosures (December 21, 2016)	Vol. 57, 9931–9934
5	Plaintiff's Sixth Supplemental NRCP 16.1 Disclosures (March 20, 2017)	Vol. 57, 9935–9938

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Reply in Support of Motion to Make Amended or Additional Findings Under NRCP 52(b), or, In the Alternative, Motion for Reconsideration, and Countermotion for Fees and Costs (filed 09/04/2019)		Vol. 57, 9939–9951
Exhibits to Reply in Support of Motion to Make Amended or Additional Findings Under NRCP 52(b), or, In the Alternative, Motion for Reconsideration, and Countermotion for Fees and Costs		
Exhibit	Document Description	
19	Notice of Submission of Disputed Order Denying Claim of Exemption and Third Party Claim (filed 08/01/19)	Vol. 57, 9952–9993
20	Notice of Submission of Disputed Order Denying Claim of Exemption and Third Party Claim (filed 08/01/19)	Vol. 57, 9994–10010
Order Denying Defendants’ Motion to Make Amended or Additional Findings Under NRCP 52(b), or, in the Alternative, Motion for Reconsideration and Denying Plaintiff’s Countermotion for Fees and Costs Pursuant to NRS 7.085 (filed 11/08/2019)		Vol. 57, 10011–10019
Bayuk’s Case Appeal Statement (filed 12/06/2019)		Vol. 57, 10020–10026
Bayuk’s Notice of Appeal (filed 12/06/2019)		Vol. 57, 10027–10030

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Bayuk's Notice of Appeal		
Exhibit	Document Description	
1	Order Denying [Morabito's] Claim of Exemption (filed 08/02/19)	Vol. 57, 10031–10033
2	Order Denying [Bayuk's] Claim of Exemption and Third Party Claim (filed 08/09/19)	Vol. 57, 10034–10038
3	Order Denying Defendants' Motion to Make Amended or Additional Findings Under NRCP 52(b), or, in the Alternative, Motion for Reconsideration and Denying Plaintiff's Countermotion for Fees and Costs Pursuant to NRS 7.085 (filed 11/08/19)	Vol. 57, 10039–10048
Notice of Entry of Order Denying Defendants' Motion to Make Amended or Additional Findings Under NRCP 52(b), or, in the Alternative, Motion for Reconsideration and Denying Plaintiff's Countermotion for Fees and Costs Pursuant to NRS 7.085 (filed 12/23/2019)		Vol. 57, 10049–10052
Exhibit to Notice of Entry of Order		
Exhibit	Document Description	
A	Order Denying Defendants' Motion to Make Amended or Additional Findings Under NRCP 52(b), or, in the Alternative, Motion for Reconsideration and Denying Plaintiff's Countermotion for Fees and Costs Pursuant to NRS 7.085 (filed 11/08/19)	Vol. 57, 10053–10062
Docket Case No. CV13-02663		Vol. 57, 10063–10111

Exhibit 21

DV-4190153

12/31/2012 02:57:24 PM

Electronic Recording Requested By

FIRST CENTENNIAL - RENO

Washoe County Recorder

Kathryn L. Burke - Recorder

Fee: \$0 RPTT: \$10594.40

Page 1 of 1

1. APN: 040-620-09

2. Type of Property:

- a) ☐ Vacant Land
 c) ☐ Condo/Twnhse
 e) ☐ Apt. Bldg
 g) ☐ Agricultural
 i) ☐ Other _____
- b) ☒ Single Fam. Res.
 d) ☐ 2-4 Plex
 f) ☐ Comm'l/Ind'l
 h) ☐ Mobile Home

FOR RECORDERS OPTIONAL USE ONLY

Document Instrument No.:

Book: Page:

Date of Recording:

Notes: GRANTORS/VALUES
REVIEWED-BO/HHSTATE OF NEVADA
DECLARATION OF VALUE

3. Total Value/Sales Price of Property:

\$2,584,000

Deed in Lieu of Foreclosure Only (value of property)

\$

Transfer Tax Value:

\$2,584,000

Real Property Transfer Tax Due:

\$ - 10,594.40

4. If Exemption Claimed

a. Transfer Tax Exemption, per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____	Capacity _____
Signature _____	Capacity _____
SELLER (GRANTOR) INFORMATION	BUYER (GRANTEE) INFORMATION
(Required)	(Required)
Print Name: The Arcadia Living Trust	Print Name: RCA Trust One Dated 6/29/77
Address: 8511 SANTA MONICA BLVD	Address: 165 W. Liberty St.
City/State/Zip: LA CA 90069	City/State/Zip: Reno, NV 89501
COMPANY REQUESTING RECORDING	
Co. Name: First Centennial Title Company of NV	Escrow # 00194887-00112
Address: 1450 Ridgeview Drive, Ste. 100 Reno, NV 89519	

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

WL004577

2075

Exhibit 22

FIRST CENTENNIAL TITLE COMPANY OF NEVADA

1450 Ridgeview Drive, Ste. 100, Reno, NV 89519
(775) 689-8510

SELLERS CLOSING STATEMENT

Final

Escrow No: 00194857-SA4 Close Date: 12/31/2012 Proration Date: 12/31/2012 Date Prepared: 01/10/2013
 Seller(s): The Arcadia Living Trust Buyer/Borrower: RCA Trust One Dated 6/29/77
 Property: 8355 Pissinman Drive - - Reno, NV 89511
 Tax Parcel ID(s): 040-620-09

Description	Debit	Credit
TOTAL CONSIDERATION:		
Total Consideration		2,600,000.00
ESCROW CHARGES		
Escrow Fee to 1/2 ea	1,600.00	
Document Preparation to First Centennial Title Company of Nevada	75.00	
RECORDING FEES:		
County Transfer Tax to 1/2 ea	5,330.00	
ADDITIONAL CHARGES:		
Notice of exemption to Air Quality Management	6.50	
Repairs to withhold	39,131.75	
Removal of concrete to Dennis Banks Construction	3,450.00	
Septic pumping to Easy Rooter Plumbing	850.00	
Attorney fees to Lippes Mathias Wexler Friedman	19,829.00	
PRORATIONS AND ADJUSTMENTS:		
County Taxes From 12/31/12 To 01/01/13		
Pool repair credit	5,880.00	
Septic risers credit	2,850.00	
Water filtration credit	800.00	
Roof repair credit	1,750.00	
Electrical repairs	795.00	
Concrete replacement credit	3,813.00	
COMMISSIONS:		
Commission	156,000.00	
\$78,000.00 to Dickson Realty		
\$78,000.00 to Stark & Associates Commercial		
PAYOFFS:		
Payoff to Bank of America	993,096.68	
\$987,305.28 Principal Balance		
\$5,702.40 Interest from 12/1/12 to 1/5/13		
\$59.00 Recording/reconveyance fees		
\$30.00 Statement fee		
TITLE CHARGES:		
Title Insurance to First Centennial Title Company of Nevada	5,732.00	
Withhold to First Centennial Title Company of Nevada	150.00	
Sub Totals	1,241,138.93	2,600,000.00
Proceeds Due Seller	1,358,861.07	
Totals	\$2,600,000.00	\$2,600,000.00

SBCPA001789

Exhibit 23

BILL OF SALE

This **BILL OF SALE** (this "**Bill of Sale**") is made and effective as of October 1, 2010, (the "Effective Date") by and between Paul Morabito (the "**Seller**") and Edward Bayuk (the "**Buyer**").

Recitals

A. The Seller and the Buyer entered into that certain Purchase and Sale Agreement dated as of September 27, 2010 as thereafter amended (the "**Agreement**"), respecting the transfer of certain real property interests, including the real property commonly known as 8355 Panorama Drive, Reno, NV 89511 (the "**Panorama Property**" as defined in the Agreement); and

B. Under the Agreement, the Seller is obligated to transfer to the Buyer any and all of his right, title and interest in and to certain specified personal property ("**Personal Property**") owned by Seller that is located on or in the Panorama Property.

NOW, THEREFORE, as of the Effective Date for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. In consideration of the sum of \$29,383.00 delivered to Buyer concurrently herewith, Seller absolutely and unconditionally gives, grants, bargains, sells, transfers, sets over, assigns, conveys, releases, confirms and delivers to the Buyer all of the Seller's right, title and interest in and to all of the Personal Property. Attached hereto marked Exhibit "A" and incorporated herein by reference is a Listing of the Personal Property.

2. The Seller covenants that the Seller will, at no cost or liability to the Seller, at any time and from time to time upon written request therefor, execute and deliver to the Buyer, or the Buyer's successors, nominees or assigns, such documents as the Buyer may reasonably request in order to confirm the foregoing transfer to the Buyer of all of the Seller's right, title and interest in and to all of the Personal Property.

3. The Buyer acknowledges that the Seller makes no representation or warranty, either express or implied, with respect to the Personal Property, its present condition or its fitness or suitability for any particular purpose; and accordingly, the Personal Property is being purchased by the Buyer from the Seller in its "as is" "where is" condition, with all faults associated therewith. In this respect, the Buyer confirms that except as set forth in the representations, warranties and covenants contained in the Agreement, the Buyer is relying solely upon its investigation of the present condition of the Personal Property. The Buyer agrees to pay sales and use taxes, if any, in connection with the transfer of the Personal Property pursuant hereto.

4. This Bill of Sale shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the Buyer and the Seller.

5. The Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

MORABITO (341).002433

6. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

7. Capitalized terms used herein and not herein defined shall have the meanings given to such terms in the Agreement

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Bill of Sale as of the date first written above.

“SELLER”



Paul Morabito

“BUYER”



Edward Bayuk

MORABITO (341).002434

Exhibit "A"
Listing of Personal Property

MORABITO (341).002435

8355 Panorama Drive	
Location	Description
kitchen	40x140 custom area rug
kitchen	custom bar stools
kitchen	dining table
kitchen	dining chairs
kitchen	credenza cabinet
kitchen	carpet
kitchen	pots, pans, dishes etc.
kitchen	liquor and wine
kitchen	ship's brass piece
Liv rm	throw pillows
Liv rm	cocktail table
Liv rm	Queen Victoria chairs
Liv rm	sofa
Liv rm	leaf table
Liv rm	2 chairs and ottoman
Liv rm	contents of fireplace cabinets
Liv rm	2 small leather ottomans
Liv rm	base & Kennedy statue
Liv rm	Indian pictures
Liv rm	globe
Liv rm	paintings
Den	throw pillows
den	custom 2 pc sectional sofa & ottoman
den	leather ottoman
den	2 desk chairs
den	side-board
den	leather books
den	assorted books, cups etc.
hall	wood framed mirror
TV room	round side cabinet
TV room	2 green side chairs
TV room	newspaper rack
TV room	leather ottomans
TV room	cocktail table
TV room	carpet
TV room	pedestal
TV room	wall clock
TV room	large L shaped sofa
TV room	2 Chinese racks
storage	SW executive chair
guest rm	mirror
guest rm	sideboard
guest rm	console/bureau
guest rm	side chairs
guest rm	antique English base
guest rm	secretary bookcase
guest rm	bedroom side chair
guest rm	ottoman
guest rm	chair
guest rm	bed side cabinet
guest rm	custom eastern king upholstered bed, comforter etc.
guest rm	custom pillows
guest rm	framed maps
guest rm	clothing sorter (mahogany)
guest & Master	framed cow pictures
gym	various framed pictures & knick knacks & 2 chairs
barn	chairs, gas lamps etc.
hall bar area	800 DVDs
theatre	throws
theatre bath	framed mirror & pictures
hall bath	framed mirror & pictures
bedrooms	mattresses
master bdrm	custom 2 pc sectional sofa
master bdrm	2 side tables
master bdrm	framed pictures
master bdrm	console/bureau
master bdrm	bench
master bdrm	cocktail table
master bdrm	bedding
master bdrm	2 side chairs
master bdrm	clothing sorter (mahogany)
master bathroom	bureau & contents
master bathroom	framed dog pictures
master bathroom	2 gold framed Elk mirrors
staff rm	custom 2 pc sectional sofa
staff rm	chair
staff rm	table & 4 chairs & bureau
staff rm	carpets
staff rm	mattress
staff rm	pots & pans
foyer	storage bench
foyer	floor clock
various	6 large screen TVs & equipment
various	3 small TVs & equipment
foyer	side-board
foyer	chairs & paintings
foyer	Reagan, Lincoln busts
foyer	round gold mirror, wall & table candles
foyer	half round table, vase
hallway	framed maps & pictures
dining room	framed pictures & glassware
dining room	table & 10 chairs
dining room	silver center piece on table

MORABITO (341).002436

Exhibit 24

CONFIDENTIAL

OPERATING AGREEMENT
OF
BARUK PROPERTIES LLC
(A Nevada Limited Liability Company)

This Operating Agreement ("Agreement") of Baruk Properties LLC (the "Company"), effective as of April 7, 1999, is adopted by the individuals set forth on Schedule A hereto (hereinafter "Member(s)") and Paul Morabito and Edward Bayuk as the managers (the "Managers") for good and valuable consideration.

ARTICLE I
ORGANIZATION

1.1 *Formation.* The Company has been organized as a Florida limited liability company by the filing of Articles of Organization (the "Articles") under and pursuant to the Nevada Limited Liability Company Act (the "Act").

1.2 *Name.* The name of the Company is "Baruk Properties LLC" and all Company business must be conducted in that name or such other name that complies with applicable law as the Members may select from time to time.

1.3 *Principal Office.* The principal office of the Company shall be at such place as the Members or Managers may designate from time to time, which need not be in the State of Nevada. The Company may have such other offices as the Members or Managers may designate from time to time.

1.4 *Purposes.* The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is to engage in any lawful act or activity for which limited liability companies may be formed or operated under Nevada law.

1.5 *Term.* The Company was formed at the time of the filing of the Articles of Organization with the Secretary of State of Nevada and shall continue until such earlier time as this Agreement may specify.

1.6 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member shall be a partner or joint venturer of any other Member, for any purposes other than federal and state tax purposes, and this Agreement may not be construed to suggest otherwise.

1.7 *Operating Agreement, Effect of Inconsistencies with the Act.* The Members agree to the terms and conditions of this Agreement, as they may from time to time be amended, supplemented or restated according to its terms. The Members intend that this Agreement shall be the sole source of the relationship among the parties, except to the extent a provision of this Agreement expressly incorporates federal income tax rules by reference to Sections of the

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Internal Revenue Code (hereinafter "Code") or Treasury Regulations (hereinafter "Regulations") or is expressly prohibited or ineffective under the Act. To the extent any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible in order to make such provision effective under the Act.

ARTICLE II MEMBERS

2.1 *Initial Members.* The initial Members of the Company shall be those persons named on Schedule A to this Agreement and such Members shall have the percentage interest as identified on Schedule A. Such persons shall be admitted to the Company as a Member effective as of the day and year first set forth above. Any Member may assign, in whole or in part, his or her Member interest in the Company only with the written consent of the other Members.

2.2 *Additional Members.* Additional persons may be admitted to the Company as Members and additional interests may be created and issued to persons and to existing Members only with the written consent of all Members. Any new Member shall execute and deliver a document to the Company which shall include the new Member's notice address and shall also confirm such new Member's agreement to be bound by this Agreement.

2.3 *Information.* In addition to the other rights specifically set forth in this Agreement, each Member is entitled to all information to which that Member is entitled to have access pursuant to of the Act under the circumstances and subject to the conditions therein stated.

2.4 *Liability to Third Parties.* No Member shall be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a court.

ARTICLE III MANAGEMENT OF THE COMPANY

3.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Managers. Any person dealing with the Company, other than a Member, may rely on the authority of the Managers in taking any action in the name of the Company without inquiry into the provisions of, or compliance with, this Agreement, regardless of whether that action is actually taken in accordance with the provisions of this Agreement.

3.2 *Fiduciary Duty of Managers.* Except as specifically provided herein, to the extent provided by law, the Managers shall have a fiduciary responsibility for the safekeeping and use of all funds and assets of the Company, whether or not in its immediate possession or control; and the Managers shall not employ, or permit another to employ, such funds or assets in any manner except for the exclusive benefit for the Company.

3.3 *Powers of Managers.* The Managers shall have no power to cause the Company to do any act not included within or reasonably related to the accomplishment of the purposes of the Company as set forth in this Agreement. Subject to the foregoing limitation and all other limitations in this Agreement, the Managers shall have full, complete and exclusive power to

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manage and control the day-to-day affairs of the Company, and shall have the authority to take any action the Managers deem to be necessary, convenient or advisable in connection with the management of the Company.

3.4 *Liability for Certain Acts.* Neither the Managers nor any agent of the Company (including a person having more than one capacity) shall be personally liable for any debts, obligations or liabilities of the Company or each other, whether arising in tort, contract or otherwise, solely by reason of being a Manager or agent or acting (or omitting to act) in such capacities or participating (as an employee, consultant, contractor or otherwise) in the conduct of the business of the Company.

3.5 *Indemnification.* The Company shall indemnify and hold harmless the Managers and any officer from and against all claims and demands to the maximum extent permitted under Nevada law.

ARTICLE IV MEETINGS OF MEMBERS

4.1 *Place and Manner of Meetings.* All meetings of the Members shall be held at the principal office of the Company or at such other place within or without the State of Nevada as may be designated by the Member calling the meeting. Any Member may participate in a meeting by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at the meeting.

4.2 *Meetings.* Meetings of the Members may be called by any Member for the purpose of addressing any matter upon which the Members may vote under the Act or this Agreement.

4.3 *Notice.* A notification of all meetings, stating the place, day, and hour of the meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than five (5) nor more than twenty (20) days before the meeting to each Member entitled to vote.

4.4 *Waiver of Notice.* Attendance of a Member at a meeting shall constitute a waiver of notification of the meeting, except where such Member attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Notification of a meeting may also be waived in a writing signed by the waiving Member, whether made before or after the time for notice to be given. Attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notification of the meeting but not so included, if the objection is expressly made at the meeting.

4.5 *Quorum.* The holders of a majority in interest of the Member interests in the Company shall constitute a quorum at any meeting of the Members, whether present in person or by proxy.

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4.6 Voting.

(a) *Voting and Voting Power.* All Members shall be entitled to vote at meetings of the Members. Members may vote either in person or by proxy at any meeting. Each Member's percentage voting power at a meeting shall be in proportion to his or her interest. With respect to any matter other than a matter for which the holders of a majority of the member interests in the Company or the affirmative vote of Members owning a specified portion of the Member interests is required by the Act, the Articles of Organization or this Agreement, the affirmative vote of the holders of a majority of the Member interests represented at a meeting at which a quorum is present shall be the act of the Members.

(b) *Change in Voting Percentages.* No provision of this Agreement requiring that any action be taken only upon approval of Members holding a specified minimum percentage of the Member interests may be modified, amended or repealed unless such modification, amendment or repeal is approved by Members holding at least such specified minimum percentage of Member interests.

4.7 *Action by Written Consent.* Any action that may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken shall be signed by those Members required to approve such action under the Act, the Articles of Organization and this Agreement.

4.8 *Proxies.* A Member may vote either in person or by proxy executed in writing by the Member. A facsimile, telegram, telex, cablegram or similar transmission by the Member, or a photographic, photostatic, facsimile or similar reproduction of a writing executed by the Member shall be treated as an execution in writing for purposes of this Section. Proxies for use at any meeting of Members or in connection with the taking of any action by written consent shall be filed with the Company, before or at the time of the meeting or execution of the written consent, as the case may be.

ARTICLE V
CAPITAL CONTRIBUTIONS

Contemporaneously with a person becoming a Member, such Member shall make an initial capital contribution as may be necessary or appropriate. The amount of the Member's initial capital contribution shall be credited to such Member's capital account. No Member shall be required to make any additional capital contributions.

ARTICLE VI
ALLOCATIONS AND DISTRIBUTIONS

6.1 Allocations.

(a) *Allocation of Profits.* All Profits from the operation of the Company for each fiscal year shall be allocated to the Members in accordance with their interest in the Company.

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(b) *Allocation of Profits from Capital Transactions.* All profits from transactions producing capital proceeds for each fiscal year shall be allocated to the Members as follows:

(i) First, to all Members with a negative balance in their capital accounts in proportion to, and to the extent of, such negative balances;

(ii) Second, to the Members, or their assigns, the amount of profits, if any, necessary to increase the capital accounts of the Members to the Capital Contributions as set forth in the books and records of the Company; and

(iii) Third, the balance, if any, to all Members in proportion to their Member interests.

(c) *Allocation of Losses.* All losses for each fiscal year shall be allocated to the Members as follows:

(i) First, to the Members, or their assigns, in proportion to their respective capital account balances until such balances are reduced to zero; and

(ii) Second, the balance, if any to all Members in proportion to their Member interests.

6.2 Distributions.

(a) *Net Cash Flow and Capital Proceeds.* All net cash flow and capital proceeds, if any, may be distributed each year to the Members in accordance with their percentage Member interests, in the sole discretion of the Managers.

(b) *Allocation of Distributions.* Distributions to Members shall be allocated among such Members in accordance with their respective member interests as of the date of such distribution without regard to the length of time such Members have been Members in the Company.

ARTICLE VII INDEMNIFICATION

7.1 *Right to Indemnification.* Subject to the limitations and conditions as provided herein, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative (hereinafter a "Proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Manager of the Company or while a Manager of the Company is or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Company to the fullest extent permitted by the Act, as the same exist or may hereafter be amended against judgments, penalties (including excise and

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similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such Proceeding.

7.2 *Advance Payment.* The right to indemnification conferred herein shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 7.1 of this Agreement who was, is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Company of a written affirmation by such Manager or other person of his, her or its good faith belief that he, she or it has met the standard of conduct necessary for indemnification under this Article VII and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article VII or otherwise.

7.3 *Nonexclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article VII shall not be exclusive of any other right which a Manager or other person indemnified pursuant to this Agreement may have or hereafter acquire under any law (common or statutory), provision of the Articles of Organization, this Agreement, other agreement or vote of Members.

ARTICLE VIII BOOKS, RECORDS, REPORTS, AND ACCOUNTS

8.1 *Maintenance of Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

8.2 *Reports.* On or before March 1 following the end of each fiscal year during the term of the Company, the Managers may cause each Member to be furnished with a balance sheet, an income statement, and a statement of changes in Members' capital of the Company for, or as of the end of, that year. The Managers also may cause to be prepared or delivered such other reports as are deemed appropriate. The Company shall bear the costs of all these reports.

8.3 *Accounts.* The Managers may establish and maintain one or more separate bank and investment accounts and arrangements for the Company funds in the Company name with financial institutions and firms that the Managers determine. The Managers may not commingle the Company's funds with the funds of any Member or of any Manager; however, Company funds may be invested in a manner the same as or similar to the investments by such Managers or Members of their own funds or investments by their affiliates.

ARTICLE IX DISSOLUTION, LIQUIDATION, AND TERMINATION

9.1 *Dissolution.* The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

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- (a) the unanimous written consent of the Members;
- (b) any Member shall become bankrupt or upon the death, dissolution, expulsion, incapacity or withdrawal of any Member; unless there shall be at least one Member remaining in which case the Company shall not be dissolved and the business of the Company shall be continued; or
- (c) the entry of a decree of judicial dissolution of the Company under the Act or pursuant to applicable law.

9.2 *Liquidation and Termination.* On dissolution of the Company, the Members shall designate one of the Managers, a Member or an independent party who shall act as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act.

9.3 *Deficit Capital Accounts.* Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the capital account of any Member results from or is attributable to deductions and losses of the Company (including non-cash items such as depreciation), or distributions of money pursuant to this Agreement to all Members in proportion to their respective Member interest, upon dissolution of the Company such deficit shall not be an asset of the Company and such Member shall not be obligated to contribute such amount to the Company to bring the balance of such Member's capital account to zero.

9.4 *Articles of Dissolution.* On completion of the distribution of Company assets as provided herein, the Company is terminated, and an authorized Member (or such other person or persons as the Act may require or permit) shall file the Articles of Dissolution with the Secretary of State of Nevada, cancel any other filings made pursuant to this Agreement, and take such other actions as may be necessary to terminate the existence of the Company.

ARTICLE X GENERAL PROVISIONS

10.1 *Offset.* Whenever the Company is to pay any sum to any Member, any amounts that Member owes the Company may be deducted from that sum before payment.

10.2 *Notices.* Except as expressly set forth to the contrary in this Agreement or the Act, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, or by delivering that writing to the recipient in person, or by a recognized national overnight courier service; and a notice, request, or consent given under this Agreement is effective five days after the date such notification is deposited in the United States mail or, if delivered, on receipt by the person to receive it. All notices, requests, and consents to be given to a Member must be sent to or made at the addresses given for that Member in the books and records of the Company or such other address as that Member may specify by notice to the other Members. Any notice, request, or consent to the Company must be given to the Managers at the principal office of the Company. Whenever any notice is required to be given by law, the Articles of Organization or this Agreement, a written waiver thereof,

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signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

10.3 *Entire Agreement.* This Agreement and the Articles of Organization constitute the entire agreement of the Members relating to the organization and governance of the Company and supersede all prior contracts or agreements with respect to the Company, whether oral or written.

10.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by the written consent of all of the Members hereof.

10.5 *Binding Effect.* Subject to the restrictions on dispositions set forth in this Agreement, this Agreement is binding on and inures to the benefit of the Members and their respective heirs, legal representatives, successors, and assigns.

10.6 *Governing Act; Severability.* This Agreement is governed by and shall be construed in accordance with the act of the State of Nevada excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the act of another jurisdiction. In the event of a direct conflict between the provisions of this Agreement and (a) any provision of the Articles of Organization, or (b) any mandatory provision of the Act or (to the extent such statute is incorporated into the Act), the Act, the Act shall control. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby and that provision shall be enforced to the greatest extent permitted by law.

10.7 *Further Assurances.* In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

10.8 *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

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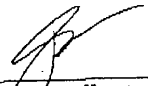
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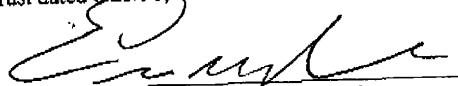
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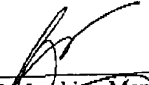
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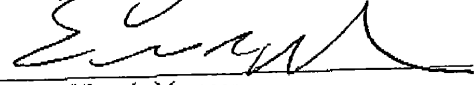
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IN WITNESS WHEREOF, the Members have executed this Agreement effective as of the date first set forth above.


Paul Morabito, Trustee of The Arcadia Living
Trust dated 8/25/98, Member


Edward Bayuk, Trustee of Edward William
Living Trust, Member


Paul Morabito, Manager


Edward Bayuk, Manager

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SCHEDULE A
MEMBERS AND
PERCENTAGE INTEREST

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Name of Member	Member Percentage Interest
Arcadia Living Trust dated 8/25/98	50%
Edward William Bayuk Living Trust	50%

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Exhibit 25

1 **DISCOVERY**

2 **BARRY L. BRESLOW, ESQ. - NSB #3023**

3 bbreslow@rbsllaw.com

4 **FRANK C. GILMORE, ESQ. - NSB #10052**

5 fgilmore@rbsllaw.com

6 **Robison, Belaustegui, Sharp & Low**

7 A Professional Corporation

8 71 Washington Street

9 Reno, Nevada 89503

Telephone: (775) 329-3151

Facsimile: (775) 329-7169

Attorneys for Defendants Snowshoe Petroleum,
Inc., Superpumper, Inc., Edward Bayuk, individually
and as Trustee of the Edward William Bayuk Living
Trust, and Salvatore Morabito.

10 **IN THE SECOND JUDICIAL DISTRICT FOR THE STATE OF NEVADA**

11 **IN AND FOR THE COUNTY OF WASHOE**

12
13 **WILLIAM A. LEONARD**, Trustee for the
14 Bankruptcy Estate of Paul Anthony Morabito

CASE NO.: CV13-02663

DEPT. NO.: B1

15 Plaintiffs,

16 vs.

17 **SUPERPUMPER, INC.**, an Arizona corporation;
18 **EDWARD BAYUK**, individually and as Trustee
19 of the **EDWARD WILLIAM BAYUK LIVING**
20 **TRUST**; **SALVATORE MORABITO**, an
individual; and **SNOWSHOE PETROLEUM,**
INC., a New York corporation,

21 Defendants.

22 **EDWARD BAYUK, AS TRUSTEE OF THE EDWARD WILLIAM BAYUK LIVING**
23 **TRUST'S ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES**

24 Defendant Edward Bayuk, as Trustee of the Edward William Bayuk Living Trust ("Bayuk
25 Trust"), by and through his attorneys Robison, Belaustegui, Sharp & Low, pursuant to NRCP 33
26 hereby answers Plaintiff's First Set of Interrogatories to Edward Bayuk, as Trustee of the Edward
27 William Bayuk Living Trust as follows:

28 ///

1 **INTERROGATORY NO. 1:**

2 Identify every transfer of property of any type from Morabito, either directly or through an
3 entity or trust owned or controlled by Morabito, to You between December 1, 2007 and the date of

4 Your response to these Interrogatories. Include in Your response:

- 5 a. The type of property transferred;
6 b. The date of the transfer;
7 c. The reason for the transfer;
8 d. Any consideration provided by You to Morabito in exchange for the transfer; and
9 e. The current location of the property transferred.

10 **ANSWER TO INTERROGATORY NO. 1:**

11 Objection. This interrogatory is overbroad. Moreover, the information sought is in the
12 possession of the Plaintiff and can be obtained from review of the documents provided. See
13 MORABITO (341).00001-00004; 000110-000111; 002362-002544. These documents reflect any
14 exchange between Morabito and the Bayuk Trust and the consideration received therefrom. See
15 also, Answers to No's 2-15, below.

16 **INTERROGATORY NO. 2:**

17 Identify all business ventures in which You and Morabito have both held any ownership or
18 managerial interests between December 3, 2007, and the date of Your response to these
19 Interrogatories. Include in Your response:

- 20 a. The name of the business;
21 b. The nature of the business;
22 c. Your present interest in the business. If you no longer have an interest in the
23 business, identify the interest you previously had and when such interest was
24 transferred or otherwise disposed of;
25 d. Morabito's present interest in the business. If you no longer have an interest in the
26 business, identify the interest you previously had and when such interest was
27 transferred or otherwise disposed of.

1 **ANSWER TO INTERROGATORY NO. 2:**

- 2 1. a. Baruk Properties, LLC
3 b. Owned and managed real property
4 c. Defunct LLC
5 d. Morabito formerly held 50% of Baruk Properties (originally he held the interest
6 individually and then later through the Arcadia Trust), and Bayuk held 50% individually, and
7 then later by the Bayuk Trust. Morabito sold his interest in the company to Bayuk Trust as of
8 October 1, 2010 (See MORABITO (341).006901-07). The assets held by Baruk Properties
9 included the 2 Glenneyre properties, 1254 Mary Fleming, and 49 Clayton Place, in Reno.
10 Three of the four assets (2 Glenneyre properties, 1254 Mary Fleming) were transferred to
11 Snowshoe Properties, LLC, in October 2010. Then, the 1254 Mary Fleming was transferred to
12 Bayuk Trust in June, 2011. In March 2014, Baruk Properties transferred 49 Clayton Place to
13 Desi Moreno pursuant to a settlement of claims against Paul Morabito. Bayuk Trust owns
14 100% of the interest in Snowshoe Properties.

15 **INTERROGATORY NO. 3:**

16 Identify your ownership interest in 1254 Mary Fleming Circle, Palm Springs, California,
17 between December 3, 2007 and the date of Your response to these Interrogatories, including the
18 date(s) such ownership was obtained and the consideration provided by You in return for the
19 interest and, if applicable, the date(s) such ownership interest was disposed of and any
20 consideration received by You in return.

21 **ANSWER TO INTERROGATORY NO. 3:**

22 See answer to 2.D above.

23 **INTERROGATORY NO. 4:**

24 Identify your ownership interest in 371 El Camino Del Mar, Laguna Beach, California
25 (Parcel No. 644-032-01) between December 3, 2007 and the date of Your response to these
26 Interrogatories, including the date(s) such ownership was obtained and the consideration provided
27 by You in return for the interest and, if applicable, the date(s) such ownership interest was
28 disposed of and any consideration received by You in return.

1 **ANSWER TO INTERROGATORY NO. 4:**

2 Bayuk Trust held a 1/4th interest in El Camino from the date it was acquired; Morabito
3 held a 3/4th interest in the property. Bayuk provided 1/4th of the purchase price. Around
4 September 2010, Morabito transferred his 3/4 interest to the Bayuk Trust, in exchange for Bayuk's
5 interest in Panorama (See MORABITO (341).002362), plus other consideration.

6 **INTERROGATORY NO. 5:**

7 Identify all current owners of Baruk Properties, including the percentage owned by each
8 owner.

9 **ANSWER TO INTERROGATORY NO. 5:**

10 Baruk Properties was merged into Snowshoe Properties as of 2010. Bayuk Trust owns
11 100% of Snowshoe Properties.

12 **INTERROGATORY NO. 6:**

13 Identify all such assets currently owned or held by Baruk Properties.

14 **ANSWER TO INTERROGATORY NO. 6:**

15 Baruk Properties was merged into Snowshoe Properties as of 2010. Snowshoe owns the
16 two properties on Glenneyre as set forth above.

17 **INTERROGATORY NO. 7:**

18 Identify all assets acquired by, transferred out of, or otherwise disposed of, by Baruk
19 Properties between December 3, 2007 and the date of Your response to these Interrogatories.

20 **ANSWER TO INTERROGATORY NO. 7:**

21 Baruk Properties held four properties (1254 Mary Fleming, 1461 Glenneyre, 570
22 Glenneyre, and 49 Clayton Place, Reno) as of September 2010. On October 1, 2010, Morabito's
23 trust transferred to Bayuk's Trust the other 50% interest in Baruk. Baruk was then merged into
24 Snowshoe Properties, and three of the assets were transferred to Snowshoe Properties in late 2010.
25 The 49 Clayton Place property remained in Baruk Properties and was transferred to Desi Moreno
26 in March 2014. The Mary Fleming property was transferred from Snowshoe Properties to the
27 Bayuk Trust in June 2011.

1 **INTERROGATORY NO. 8:**

2 With respect to the promissory note executed by You in favor of Arcadia Living Trust with
3 a principal amount of \$1,617,050 in or about 2010, identify:

- 4 a. The date of the promissory note;
5 b. Any payments made by You or on Your behalf on the promissory note;
6 c. The current balance due and owing on the promissory note.

7 **ANSWER TO INTERROGATORY NO. 8:**

8 A copy of the Note is provided as MORABITO (341).006918-20; the Note has been
9 satisfied in full. See MORABITO (341).000001-000004; 0000110-000111 for the loan ledger and
10 amortization schedule.

11 **INTERROGATORY NO. 9:**

12 Describe the business conducted by Woodland Heights Ltd.

13 **ANSWER TO INTERROGATORY NO. 9:**

14 The Bayuk Trust has never had an interest in Woodland Heights, has no control of any
15 such entity, and has never had any business dealings with the Trust.

16 **INTERROGATORY NO. 10:**

17 Identify any payments received by You, or by any entity with which You are affiliated,
18 from Woodland Heights Ltd., including the date of, amount of, and reason for the payment.

19 **ANSWER TO INTERROGATORY NO. 10:**

20 The Bayuk Trust has never had an interest in Woodland Heights, has no control of any
21 such entity, and has never had any business dealings with the Trust.

22 **INTERROGATORY NO. 11:**

23 Identify any payments received by You, or by any entity with which You are affiliated,
24 from Woodland Heights Ltd., including the date of, amount of, and the reason for the payment.

25 **ANSWER TO INTERROGATORY NO. 11:**

26 The Bayuk Trust has never had an interest in Woodland Heights, has no control of any
27 such entity, and has never had any business dealings with the Trust.

28

1 **INTERROGATORY NO. 12:**

2 Identify your ownership interest in Baruk Properties between December 3, 2007 and the
3 date of Your response to these Interrogatories, including the date(s) such ownership was obtained
4 and the consideration provided by You in return for the interest and, if applicable, the date(s) such
5 ownership interest was disposed of and any consideration received by You in return.

6 **ANSWER TO INTERROGATORY NO. 12:**

7 On April 7, 1999, Bayuk made an initial capital contribution toward acquiring an interest in
8 Baruk Properties. The exact amount of the contribution cannot be recalled, but was nominal. An
9 operating agreement was executed reflecting a 50% interest in the company. Bayuk's interest was
10 later transferred to the Bayuk trust. See MORABITO (341),006901-07; 6908-17.

11 **INTERROGATORY NO. 13:**

12 Identify the reasons for any transfer of interests you held in Baruk Properties at any time
13 between December 3, 200y[sic] and the date of Your response to these Interrogatories.

14 **ANSWER TO INTERROGATORY NO.13:**

15 Bayuk transferred his interest to his Trust for estate planning reasons.

16 **INTERROGATORY NO. 14:**

17 Identify all assets currently owned or held by Baruk Properties.

18 **ANSWER TO INTERROGATORY NO. 14:**

19 None.

20 **INTERROGATORY NO. 15:**

21 Identify all assets acquired by, transferred out of, or otherwise disposed of, by Baruk
22 Properties between December 3, 2007 and the date of Your response to these Interrogatories.

23 **ANSWER TO INTERROGATORY NO. 15:**

24 See Response to No. 3, 7, 12, above.

25 **INTERROGATORY NO. 16:**

26 State the factual basis for Your denial in Your Answer of the allegations contained in
27 paragraph 1 of the Complaint

28 **ANSWER TO INTERROGATORY NO. 16:**

1 Bayuk, individually and as Trustee, did not deny the allegations contained in paragraph 1
2 of the Complaint.

3 **INTERROGATORY NO. 17:**

4 State the factual basis for Your denial in Your Answer of the allegations contained in
5 paragraph 27 of the Complaint

6 **ANSWER TO INTERROGATORY NO. 17:**

7 Bayuk, individually and as Trustee, did not deny the allegations contained in paragraph 27
8 of the Complaint.

9 **INTERROGATORY NO. 18:**

10 State the factual basis for Your denial in Your affirmative defense in Your Answer that
11 "The Plaintiffs, by and through their representatives and partners, were actively negligent."

12 **ANSWER TO INTERROGATORY NO. 18:**

13 Bayuk, individually and as Trustee, is not yet in possession of facts to support this
14 affirmative defense. Discovery is ongoing, and this response will be amended if/when additional
15 information becomes available.

16 **INTERROGATORY NO. 19:**

17 State the factual basis for Your denial in Your affirmative defense in Your Answer that
18 "The Plaintiffs have failed and refused to mitigate the damages, if any, they sustained."

19 **ANSWER TO INTERROGATORY NO. 19:**

20 Bayuk, individually and as Trustee, is not yet in possession of facts to support this
21 affirmative defense. Discovery is ongoing, and this response will be amended if/when additional
22 information becomes available.

23 **INTERROGATORY NO. 20:**

24 State the factual basis for Your denial in Your affirmative defense in Your Answer that
25 "The Plaintiffs, by and through their manager, representatives and partners, expressly consent to
26 and authorized the conduct of the Defendants now complaint of and Plaintiffs are therefore
27 estopped from recovering on their claim."

1 **ANSWER TO INTERROGATORY NO. 20:**

2 Bayuk, individually and as Trustee, is not yet in possession of facts to support this
3 affirmative defense. Discovery is ongoing, and this response will be amended if/when additional
4 information becomes available.

5 **INTERROGATORY NO. 21:**

6 State the factual basis for Your denial in Your affirmative defense in Your Answer that
7 "These answering Defendants are entitled to setoff."

8 **ANSWER TO INTERROGATORY NO. 21:**

9 Bayuk's Answer identifying the affirmative defense of set-off related to claims held by
10 Herbst and not claims held by the Trustee.

11 **INTERROGATORY NO. 22:**

12 Identify each person who participated in preparing Your responses to these Interrogatories,
13 identifying the particular Interrogatory(ies) with which the person assisted?

14 **ANSWER TO INTERROGATORY NO. 22:**

15 Edward Bayuk


16 Frank Gilmore

17 **AFFIRMATION**
18 **Pursuant to NRS 239B.030**

19 The undersigned does hereby affirm that this document does not contain the social security
20 number of any person.

21 DATED this 14th day of September, 2014.

22 ROBISON, BELAUSTEGUI, SHARP & LOW
23 A Professional Corporation
24 71 Washington Street
25 Reno, Nevada 89503

26  BARRY L. BRESLOW, ESQ.
27 FRANK C. GILMORE, ESQ.
28 Attorneys for Defendants

J:\WPData\BLB\14359.001 Snowshoe adv. Herbst\Answer to Interrogs (1st set) by Snowshoe.doc

1 VERIFICATION

2 STATE OF California)
3 COUNTY OF Orange) ss.

4 EDWARD BAYUK, being first duly sworn, deposes and says under penalty of perjury:

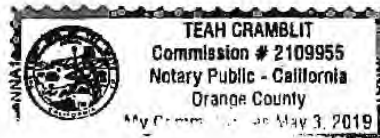
5 That I am the Trustee of the Defendant The Edward William Bayuk Living Trust in this
6 matter and am authorized to make this Verification on its behalf; that he has read the attached

7 EDWARD BAYUK, AS TRUSTEE OF THE EDWARD WILLIAM BAYUK LIVING
8 TRUST'S ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES and know
9 the contents thereof and that the same are true of my own knowledge, except as to the matters
10 stated therein on information and belief, and as to those matters I believe them to be true.

11 
12 EDWARD BAYUK, TRUSTEE OF THE EDWARD
13 WILLIAM BAYUK LIVING TRUST

14 State of California)
15 COUNTY OF Orange) ss.

16
17 Subscribed and sworn to before me
18 this 15 day of September, 2015 by
19 Edward Bayuk, Trustee of the Edward
20 William Bayuk Living Trust



21 Teah Gramblit
22 NOTARY PUBLIC
23
24
25
26
27
28

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Robison, Belaustegui, Sharp & Low, and that on this date I caused to be served a true copy of the **EDWARD BAYUK, AS TRUSTEE OF THE EDWARD WILLIAM BAYUK LIVING TRUST'S ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES** all parties to this action by the method(s) indicated below:

by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

Gerald Gordon, Esq.
Mark M. Weisenmiller, Esq.
Teresa M. Pilatowicz, Esq.
GARMAN TURNER GORDON
650 White Drive, Suite 100
Las Vegas, Nevada 89119
Attorneys for Plaintiff

by using the Court's CM/ECF Electronic Notification System addressed to:

Gerald Gordon, Esq.
Email: ggordon@Gtg.legal
Mark M. Weisenmiller, Esq.
Email: mweisenmiller@Gtg.legal
Teresa M. Pilatowicz, Esq.
Email: tpilatowicz@Gtg.legal

by personal delivery/hand delivery addressed to:

by facsimile (fax) addressed to:

by Federal Express/UPS or other overnight delivery addressed to:

DATED: This 15th day of September, 2015.



Exhibit 26

JUSTMANN & ASSOCIATES, INC.

a Professional Corporation

Mark S. Justmann, MAI
760 Conestoga Lane
Nipomo, California 93444
805-343-9382

September 27, 2010

Ref:baruk1461laguna

Mark E. Lehman, Esq.
Law Offices of Mark E. Lehman
9200 Sunset Blvd., PH 2
West Hollywood, California 90069
Via email

Re: 1461 Glenneyre Street
Laguna Beach, California 92651
Summary Appraisal Report

Dear Mr. Lehman:

At your request, we have completed a summary appraisal report of the real property located at 1461 Glenneyre Street, Laguna Beach, California (Tax Parcel: 644-212-06). The date of value is September 25, 2010. The subject property consists of a 5 unit, 1 & 2-story, office project that includes 3,531 square feet of improvements, built in 1927 & 1960's according to the owner (public records state 1981 – according to the owner, public records is incorrect, interior improvements only were renovated over the past few years). The improvements are situated on a total land area of 10,000 gross square feet with approximately 7 parking spaces (3 surface, 3 garages & 1 tandem - apx. 2.0/1,000 square foot parking ratio).

The purpose of this summary appraisal is to express our opinion regarding the value of the property for valuation purposes (related to court judgment proceedings), subject to the definition of value, Assumptions and Limiting Conditions, and Certification contained in the attached summary appraisal letter report.

It is our understanding that this appraisal report is to be used for settlement purposes only; its use for any other purpose or valuation date may invalidate the appraisal.

We have been requested to appraise the property and provide this summary appraisal report. The appraisal procedures followed included a Cost Approach, a Direct Sales Comparison Approach, and an Income Approach, with data summarized for this short letter report. This report cannot be understood properly without additional information found in the work file of this appraiser. As of the appraisal date above, the highest and best use of the property is deemed to be its current use as an interim use.

Based on the data and conclusions in our files, and, the attached summary report, it is our opinion that as of September 25, 2010, the As Is market value of the subject real property appraised is:

ONE MILLION FOUR HUNDRED THOUSAND DOLLARS
\$1,400,000

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2106

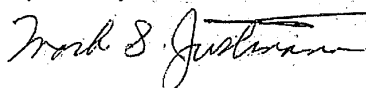
Justmann & Associates, Inc. has performed the subject appraisal based on our understanding of the requirements and policies of the Financial Institutions Reform, Recovery, and Enforcement Act. It is our practice to adhere to the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation.

Descriptions of the property appraised, together with explanations of the appraisal procedures used, are contained in our files.

A copy of this report and the field data from which it was prepared will be retained in our files for a period of five years, and are available for review upon request.

We were furnished with a background, physical characteristics and other information from the client. A plat map and sales maps are included in the addenda for visualization purposes. No title report, surveys, environmental or geological reports for the properties were supplied.

Respectfully submitted,

A handwritten signature in cursive script, reading "Mark S. Justmann", is written over a horizontal line.

JUSTMANN & ASSOCIATES, INC.

Mark S. Justmann, MAI

Managing Director

State Certification No.: AG002802

Lippes.PAM0004356

2107

SUMMARY OF FACTS AND CONCLUSIONS

PROPERTY APPRAISED: 1461 Glenneyre Street
Laguna Beach, California

CALIFORNIA THOMAS BROS. MAP #: Orange County, 950-H4

CURRENT OWNER: Baruk Properties LLC

PROPERTY TYPE: 5 Unit, 1 & 2 Story Office

APPRAISAL DATE: September 25, 2010

ASSESSOR PARCEL NUMBER(S): 644-212-06

TOTAL GROSS LAND AREA: 10,000 +/- Gross Square Feet, as per tax roll. We were supplied with no plot plan.

TOTAL GROSS BUILDING AREA: 3,531 +/- Gross Square Feet, per public records (Metroscan).

MARKETING TIME: Six to Nine Months

BUILDING(S) AGE: Constructed in 1927 & 1960's according to the owner (public records state 1981 – according to the owner, public records is incorrect, interior improvements only were renovated over the past few years)

ASSESSED VALUE (2009-2010):

<u>APN</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
644-212-06	\$1,018,014	\$298,381	\$1,316,395

VALUE CONCLUSION

As Is Market Value **\$1,400,000**

SUMMARY DATA

COST APPROACH

A Cost Approach utilizing land sales data, current cost manuals and depreciation estimates is not particularly relevant due to the difficulty in accurately estimating land value since there is a lack of recent truly comparable sales in the immediate area and also due to portions of the properties built over time in 1927 and the 1960's. Therefore, a classic use of the cost approach whereby the improvements were basically estimated out new and depreciated was not felt necessary as this method is most meaningful for special use properties.

DIRECT SALES COMPARISON APPROACH

In this approach, we performed research of recent sale comparables with similar use, age, quality, condition and utility. In order to conduct this analysis, we have analyzed other improved sales of properties.

Back up data on the sales is found in our work file. A map of the subject and the comparables are found in the addenda. These sales are felt to be the most similar sales immediately available. We have used price per square foot as a valuation indicator. The sales analysis is on the following page:

Summary of Improved Sales Comparables

#	Address	City	Use	Bldg. SF	Land SF	Year Built	Date	Sale Price	S/BS	Cap Rate	Distance/ Location	Total Parking	Parking Ratio/ SF	Comments
1	1295 Glenneyre	Laguna Beach	Office	1,491	3,751	1958	7/1/2010	\$1,000,000		\$871	1.5 Blocks Northwest	4	2.6	Owner User
2	16 Corporate Plaza	Newport Beach	Office	12,239	47,918	1979	11/25/2009	\$7,358,000		\$601	7.7 Miles Northwest	65	5.3	Investment
3	27051 Moulton	Laguna Hills	Office	3,000	8,333	1989	4/10/2009	\$1,280,000		\$427	4.8 Miles Northeast		4.0	Owner User
4	2633 Laguna Canyon	Laguna Beach	Flex	3,021	7,100	1979	2/25/2009	\$1,025,000		\$339	2.0 Miles North	8	3.3	Owner User
5	479 Ocean	Laguna Beach	Office	3,103	3,230	1988	Current Asking	\$1,789,000		\$580	1.0 Mile Northwest	8	2.6	Owner User
	Average			4,571	14,088	1978		\$2,492,400		\$524			3.6	
	1481 Glenneyre (Subject)	Laguna Beach	Office	3,531	10,000	1927/1960's	9/25/2010					7	2.0	

ANALYSIS

A Direct Sales Comparison Approach was conducted, which utilized a total of five sale comparables within a 7.7 mile radius of the subject. These comparable sales took place within the past 19 months. The comparables ranged in size from 1,491 to 12,239 square feet of building.

The unadjusted sales range from approximately \$339 to \$671 per square foot of building area. The average for all sales is approximately \$524 per square foot. Sale 1 is the most recent July 2010 sale, most similar in location (along the Subject street and within city limits – closest in proximity, 1.5 blocks northwest) as an office use and year built (1956), requiring a -30% downward adjustment for substantially smaller size due to economies of scale and -3% downward adjustment for slightly superior parking (2.4/1,000 SF ratio), overall, a -33% downward adjustment was made. Sale 2 is a recent 4th quarter 2009 sale, similar in office use and superior in physical characteristics, considered in the upper range of values, requiring a +20% upward adjustment for size, -15% downward adjustment for superior age/quality/condition of improvements and -15% downward adjustment for superior parking ratio, overall, requiring a -10% downward adjustment. Sale 3 occurred in 1st Quarter 2009, similar as an office use, building size (3,000 SF) and land size (8,333 SF). Since this was superior in year built (1989), a -10% downward adjustment was applied and a -5% downward adjustment was made for superior parking ratio (3.3/1,000 square feet), overall, a -10% downward adjustment was applied. Sale 4 is a 1st Quarter 2009 transaction, similar in location (2.0 miles north – in the Subject city), similar in building size (3,021 SF), land size (7,100 SF), considered inferior in quality/condition of improvements (+5% upward adjustment) and slightly superior in parking ratio (3.3/1,000 SF), requiring a -3 downward adjustment, overall, +10 upward adjustment was needed. Comparable 5 is a current sale listing that is close in proximity (1.0 mile) within the Subject city that is similar in building size (3,103 SF), a -15% downward adjustment was applied for listing price negotiations, -15% for year built (1986), overall, requiring a -23% downward adjustment.

Based upon most weight assigned to Sale 1 which is the most recent, actual closed sale that occurred in 2010, located along the Subject street, within the Subject city, in closest proximity (1.5 blocks) that is considered most similar in physical characteristics and attributes, the concluded value per square foot of building is considered moderately above the adjusted mean (\$420/SF) or, \$450 (rounded) per square foot of building, on a conservative basis. The concluded value is therefore 3,531 square feet of building times \$450 per square foot, or \$1,588,950, or a rounded \$1,590,000. The concluded value for the Direct Sales Comparison Approach is: \$1,590,000.

INCOME APPROACH

The Income Approach was utilized to determine projected annual net operating income. The valuation indication of the property is developed by the stabilized capitalization method, as this type of property is normally purchased based upon a desired overall rate established within the market.

There are two methods of treating the income approach with most assets, the direct capitalization method assuming the property is vacant and available for lease and the second is the discounted cash flow method assuming the property is leased under contractual obligations. We will use only the capitalization method in this income approach as this method is most widely utilized.

The capitalization method of the income approach utilized market rents as the project currently has two vacancies with month to month tenants, in addition to a unit that is owner occupied. Due to these factors, market rent was applied for valuation purposes. The assumption in the capitalization approach is that the value of the subject property is represented by the present worth of the stabilized net income. The stabilized net income stream includes an analysis of the quality, as well as the quantity and duration, of the income expectancy. This stabilized net income stream is then capitalized into an indication of value. Our selection of a capitalization rate has been derived from market data developed from the market sales of comparable properties.

Market Rent

As explained above, the Subject property is not considered to have contract rents in place, we have utilized Market Rent. Below is a Reconstructed Rent Roll that summarizes current tenancies. We were provided with Layouts (see Addenda) with dimensions from the owner, based upon this, total usable square feet is approximately 2,848.95 for the suites which we prorated and adjusted, relative to 3,531 SF shown on public records, therefore, pro rata unit sizes were applied.

Units B (partial 1st & partial 2nd Floor), C & D are ground floor offices. Units E & F (owner occupied) are 2nd Floor suites.

RECONSTRUCTED RENT ROLL

#	Unit	Tenant	Occupied Area (sf)	Vacant Area (sf)	Tenant's % of Bldg.	Start Date	End Date	Current Monthly Rent (\$)	Current Monthly Rent psf	Current Yearly Rent psf	Market Monthly Rent (\$)	Market Monthly Rent psf	Lease Type
1	B (1st & 2nd Floor)	Occupied	753.52		21.48%			\$2,650.00	\$3.49	\$41.62	\$1,694.91	\$2.63	T - Utilities & Interior Janitorial
2	C (1st Floor)	Vacant		601.28	0.00%			\$0.00			\$1,501.02	\$2.75	T - Utilities & Interior Janitorial
3	D (1st Floor)	Vacant		529.23	0.00%			\$0.00			\$1,455.38	\$2.75	T - Utilities & Interior Janitorial
4	E (2nd Floor)	Occupied	623.42		17.86%			\$1,300.00	\$2.09	\$25.02	\$1,670.77	\$2.68	T - Utilities & Interior Janitorial
5	F (2nd Floor - Ocean View)	Vacant - Owner Occupied		928.58	0.00%			\$0.00			\$2,478.28	\$2.67	T - Utilities & Interior Janitorial
Sub-Total:			1,382	2,149				\$3,950.00	\$2.58	\$34.30	\$9,501.34	\$2.69	

Re-Cap:	1,382	39.14%	% Occupied
	2,149	60.86%	% Vacant
	3,531	100.00%	Total NRA

Rent Comparables are shown in the table below.

Market Rent Comparables									
#	Address	Date	Use	Modified Gross Equivalent \$/SF	\$/SF Modified Gross Equivalent After Adjustment for Listing Deduction	Apx. Unit SF	Year Built	Parking Ratio	Comments/Distance from Subject
1	312 Broadway, Laguna Beach	Pending	Office	\$1.85	\$1.85	1,100	1989	4.0	Pending lease (leases out for signature in 3rd Quarter 2010 for 1st floor office space, 1.0 mile Northwest, 5 years, \$.05 increases, As Is, 0 months free rent, free parking. 3 story, 18,000 SF total office/residential project. Currently 2,429 SF is vacant.
2	384 Forest #23B, Laguna Beach	3rd Qtr. 2010	Office	\$1.92	\$1.92	832	1989	4.0	Completed lease in 3rd Quarter 2010 for office space (Stillwell Law Offices), 1.0 mile Northwest, no increases, As Is, 0 months free rent, free parking. 2 story, 39,919 SF total office/retail project. Current overall 4% vacant.
3	1205 N. Coast, Laguna Beach	4th Qtr. 2009	Office	\$2.72	\$2.72	330	1968	2.0	Completed lease in 4th Quarter 2009 for office space (W8less Nutrition), 1.8 miles Northwest, 3% increases, As Is, 2 months free rent, free parking. 2 story, 10,781 SF total office project.
4	401 Glenneyre, Laguna Beach	Asking	Office	\$3.25	\$2.76	420	1985	2.0	Current asking in 3rd Quarter 2010 for 2nd floor office space with partial ocean view, 0.8 miles Northwest, negotiable terms, free parking. 2 story, 11,058 SF total office project. Currently 100% occupied.
5	580 Broadway, Laguna Beach	Asking	Office	\$2.50	\$2.13	1,250	1975	2.0	Current asking in 3rd Quarter 2010 for 1st floor office space, 1.0 mile North, \$.50 conversion to MG from NNN, negotiable terms, free parking. 2 story, 18,000 SF total office project. Currently 3,000 SF vacant.
	Average			\$2.45	\$2.26	788	1977	2.8	
	1481 Glenneyre, Laguna Beach (Subject)		Office			529 to 929	1927/ 1980's	2.0	

Market Rent Conclusion: The 5 total lease comparables (1 pending, 2 completed & 2 asking rentals) within the table above are considered most similar and recent, the pending & completed transactions occurred with the past 3 quarters, similar in location (within a 1.8 mile

radius - in terms of specific location, Rental 4 is most similar, located along the Subject street, 0.8 miles northwest), unit size (330 to 1,250 SF) and physical characteristics, which average \$2.45/SF on an unadjusted Modified Gross equivalent basis. After adjustments for differences in quality/condition of improvements and -15% deductions for current asking rent comparables, the adjusted average is \$2.23/SF Modified Gross equivalent.

Additionally, several discussions were undertaken with local, active leasing brokers and property managers, in general their opinion is that office space within the Subject project should be in the \$2.00 to \$2.75/SF Modified Gross equivalent rental range.

Based upon the subject's average to good location, a market derived Market Rent is estimated slightly above the adjusted average at \$2.67/SF, Modified Gross for 1st floor office suites in the 700 to 900 SF range on a conservative basis and minor appropriate -3% downward adjustments were made for smaller units in to 500 to 700 SF range and minor +3% upward adjustments for 2nd floor suites. Unit B current rent appears to be substantially above market and Unit E current rent appears to be substantially below market. Market rent was applied to Unit D which is owner occupied. Applied Market Rents and current rents in place can be seen in the Reconstructed Rent Roll on a prior page.

Vacancy & Collection Loss: The Subject Property consists of a multi-tenant project that is currently 60.1% vacant.

Based upon several market participant interviews/opinion surveys, typical vacancies for competitive area properties range from 5% to 10%.

A stabilized 7.00% Vacancy & Collection Loss was applied.

The client provided us 2009 & 2010 Historical Income and Expenses, summarized on the following page.

HISTORICAL INCOME AND EXPENSE STATEMENT

Property: 1461 Glenneyre, Laguna Beach, CA
 Building Area 3,531 sq. ft.

	2010			2009		
	\$ / Sq. Ft.			\$ / Sq. Ft.		
	Annually	Monthly		Annually	Monthly	
<u>INCOME</u>						
Rental Revenue:	\$30,360	\$8.60	\$0.72	\$30,000	\$8.50	\$0.71
Laundry:	\$0	\$0.00	\$0.00	\$0	\$0.00	\$0.00
CAM Fee:	\$0	\$0.00	\$0.00	\$0	\$0.00	\$0.00
Tenant Reimbursements (Taxes, Insurance, Admin., Utilities):	\$0	\$0.00	\$0.00	\$0	\$0.00	\$0.00
Uncategorized:	\$0	\$0.00	\$0.00	\$0	\$0.00	\$0.00
Total Income (Including Tenant Reimbursements):	\$30,360	\$8.60	\$0.72	\$30,000	\$8.50	\$0.71
<u>LESS: OPERATING EXPENSES</u>						
1 Real Estate Taxes:	\$14,810	\$4.19	\$0.35	\$0	\$0.00	\$0.00
2 Other Taxes:	\$0	\$0.00	\$0.00	\$0	\$0.00	\$0.00
3 Building Insurance:	\$4,990	\$1.41	\$0.12	\$0	\$0.00	\$0.00
4 Other Insurance:	\$9,129	\$2.59	\$0.22	\$0	\$0.00	\$0.00
5 Utilities:	\$7,549	\$2.14	\$0.18	\$0	\$0.00	\$0.00
6 Repairs & Maintenance:	\$0	\$0.00	\$0.00	\$0	\$0.00	\$0.00
7 Licenses & Permits:	\$0	\$0.00	\$0.00	\$0	\$0.00	\$0.00
8 Reserve for Replacement:	\$0	\$0.00	\$0.00	\$0	\$0.00	\$0.00
9 Management:	\$0	\$0.00	\$0.00	\$0	\$0.00	\$0.00
10 Tenant Improvements:	\$0	\$0.00	\$0.00	\$0	\$0.00	\$0.00
11 Leasing/Professional Fees:	\$0	\$0.00	\$0.00	\$0	\$0.00	\$0.00
TOTAL OPERATING EXPENSES:	\$36,477	\$10.33	\$0.86	\$0	\$0.00	\$0.00
NET OPERATING INCOME:	<u>(\$6,127)</u>	<u>(\$1.74)</u>	<u>(\$0.14)</u>	<u>\$30,000</u>	<u>\$8.50</u>	<u>\$0.71</u>

Operating Expenses & Cap Rate: In general, the above expenses were substantially higher on an overall basis, primarily due to Insurance & Utility expenses that are higher than typical, however, in general the other line items were typically similar to industry standards and were in line with our estimates.

For purposes of our analysis, we have utilized the following typical market industry expenses: Property Taxes are based upon a current assessed rate of 1.0112% (\$0.29/square foot/month), Property Insurance at \$0.12/square foot/month, Utilities at \$0.05/square foot/month, no Janitorial expense, Repairs & Maintenance at \$0.08/square foot/month, 4.00% Management Fee of Effective Gross Income and 1.00% Reserves for Replacement Reserves of Effective Gross Income.

Below is a summary of Capitalization Rates Sale Comparables.

Capitalization Rate Sale Comparables

#	Address	City	Use	Bldg. SF	Land SF	Year Built	Date	Sale Price	\$/BS	Cap Rate	Distance/ Location	Total Parking	Parking Ratio/ SF
1	170-90 Beach	Laguna Beach	Retail	1,121	3,894	1961	10/19/2009	\$1,200,000	\$1,070	5.00%	.6 Miles Northwest	7	6.2
2	629 Camino de los Mares	San Clemente	Office	23,352	47,045	1980	9/23/2009	\$4,800,000	\$208	7.50%	8.8 Miles Southeast		3.0
3	25571 Marguerite	Mission Viejo	Office/Retail	16,193	61,115	1972	6/18/2009	\$4,225,000	\$261	7.10%	7.5 Miles Northeast		4.8
4	1932-36 Harbor	Costa Mesa	Retail	2,733	6,468	1959	4/24/2009	\$1,100,000	\$402	7.15%	11.0 Miles Northwest	11	4.0
5	1510-20 Baker	Costa Mesa	Retail	7,350	25,265	1964	1/30/2009	\$1,750,000	\$238	7.50%	12.3 Miles Northwest	31	4.2
	Average			10,150	28,761	1967		\$2,615,000	\$438	6.85%			4.4
	1481 Glenneyre (Subject)	Laguna Beach	Office	3,531	10,000	1927/1960's	9/25/2010					7	2.0

Capitalization Rate Conclusion: The 5 total comparables above are considered most similar in recent sale date (past 18 months), location (within a 12.3 mile radius), and physical characteristics, which average 6.85%.

Based upon the subject's average to location and average to good quality/condition of improvements, a market derived Capitalization Rate is estimated slightly below the average at 6.50%, on a conservative basis.

The Fee Simple Income & Expense Statement is on the following page.

FEE SIMPLE INCOME AND EXPENSE STATEMENT

Property: 1461 Glenneyre, Laguna Beach
 NRA: 3,531 sq. ft.

				<u>\$/Sq. Ft.</u>	
<u>INCOME</u>				<u>Annually</u>	<u>Monthly</u>
Rental Income:					
3,531 sq. ft. x	\$2.69 /mo. x 12 mo. =	\$114,016		\$32.29	\$2.69
Additional Income:					
0 units x	\$0.00 /mo. x 12 mo. =	0		\$0.00	\$0.00
POTENTIAL GROSS INCOME:		\$114,016		\$32.29	\$2.69
Less Vac. and Collection Loss:	(7.0%)	(7,981)		(\$2.26)	(\$0.19)
Expense Reimbursements:		\$0		\$0.00	\$0.00
EFFECTIVE GROSS INCOME:	(100%)	\$106,035		\$30.03	\$2.50

LESS: OPERATING EXPENSES

Real Estate Taxes:	12,147	(11.5%)	\$3.44	\$0.29
Insurance:	5,000	(4.7%)	\$1.42	\$0.12
Utilities:	2,119	(2.0%)	\$0.60	\$0.05
Janitorial:	0	(0.0%)	\$0.00	\$0.00
Repairs & Maintenance:	3,390	(3.2%)	\$0.96	\$0.08
Management:	4,241	(4.0%)	\$1.20	\$0.10
Reserve for Repl.:	1,060	(1.0%)	\$0.30	\$0.03
TOTAL OPERATING EXPENSES:		(26.4%) (\$27,957)	(\$7.92)	(\$0.66)
Plus: Expense Reimbursement:		(0.0%) 0	\$0.00	\$0.00
NET OPERATING INCOME:		(73.6%) \$78,078	\$22.11	\$1.84

O.A.R. -	\$1,201,198	\$340.19	
(R/O) -	\$1,200,000	\$339.85	6.50%
O.A.R. -	\$1,201,198	\$1,201,197.63	
(R/O) -	\$1,200,000	\$1,200,000.00	

Income Approach Value: A 6.50% Cap Rate was applied to \$78,078 Net Operating Income for the Subject Property (based upon assumptions), resulting in a rounded value of \$1,200,000 or \$340/square foot of building.

Summary of Values: Based upon our analysis, as of September 25, 2010, the Subject Property within a 6 to 9 month total Marketing Period would most likely sell for approximately:

Income Approach: \$1,200,000 (\$340/square foot of building)

Sales Comparison: \$1,590,000 (\$450/square foot of building)

RECONCILIATION

The Income Approach Value was given equal consideration and reliance since there was a sufficient quality/quantity of recent rent comparables. Most weight was also equally assigned to the Sales Comparison Approach as there was a sufficient amount of similar use sales data and since the Subject Property is considered to be a partial owner user type property not a straight investor driven investment. Both approaches are typically utilized for this type of investment to value for similar assets. The Cost Approach is given no consideration.

A conclusion between the two approaches appears reasonable as the Subject improvements are considered of average to good quality in average to good condition and a partial owner user would pay a slight premium to house their own business.

Therefore, as of September 25, 2010, the final concluded As Is value of the Subject Property is:

ONE MILLION FOUR HUNDRED THOUSAND DOLLARS
\$1,400,000

APPRAISER CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My compensation is not contingent on the reporting of a predetermined value (loan amount) or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- To the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed and this report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation, the Code of Professional Ethics, and the Standards of Professional Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made an exterior inspection of the property that is the subject of this report.
- Administrative assistance was provided by Tony Kim to the person signing this report.
- As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute.



Mark S. Justmann MAI
California General Certificate
#AG002802

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

The analyses and opinions set forth in this report are subject to the following assumptions and limiting conditions appropriate to the appraisal of real property assets appraised herein (land, buildings and improvements).

The dollar amount of any value opinion herein rendered is based upon the purchasing power of the United States dollar existing at the date of value.

The subject assets appraised were inspected by Justmann & Associates, Inc. unless otherwise stated herein. When the date of inspection differs from the effective date of the appraised value, we have assumed no material change in the condition of the assets, unless otherwise noted in the report.

The assets have been appraised assuming that they are in operational condition and that they are regularly serviced and maintained by management. If the subject asset(s) are buildings, responsible ownership and competent property management is assumed.

The analyses and market value estimate may, in part, be based on estimates and assumptions which are inherently subject to uncertainty and variation, depending on evolving events. Some assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analyses may vary from our estimates, and the variations may be material.

This report may contain prospective financial estimates or opinions that represent expectations at a particular point in time. Such information, estimates or opinions are not offered as predictions or as assurances that a particular level of income or profit will be achieved, that events will occur, or that a particular price will be offered or accepted.

This appraisal is based on market conditions existing as of the date of this appraisal. We assume no hidden or unexpected conditions of the assets exist which would adversely affect value.

It is assumed that there is full compliance with all federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

The possession of this report, or copy thereof, does not carry with it the right of publication. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings (if supplied by request) must not be used in conjunction with any other appraisal, and are invalid if so used. Any value estimates provided in the report for buildings apply to the entire property, and any proration of the total into fractional interests will invalidate the value estimate, unless such proration or division of interests has been set forth in the report.

Any reference to a stabilized market value is based on the assumption that the subject has achieved, or will achieve, a stabilized occupancy level. The costs associated with achieving a stabilized occupancy have not been deducted. These costs would include, but would not be limited to, marketing and/or advertising costs, interest reserves, operating capital, and income lost due to rate discounting and occupancy build-up.

When improvements are labeled proposed or where development type properties are concerned, the property has been appraised subject to certain assumptions as to the quality and nature of the completed buildings, tenant improvements, land improvements or infrastructure. The basis for these assumptions were provided by the client, his representative, or government officials. Any deviation from these specifications will render the conclusions, which are based on those assumptions, useless and void.

The property has been appraised assuming that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based, unless otherwise stated.

Justmann & Associates, Inc. assumes no responsibility for economic or physical factors which may affect the opinions herein stated which may occur at some date after the date of this appraisal report. Forecasts of future events which influence the valuation process are predicated on the continuation of historical and current trends in the market as identified in the report.

Justmann & Associates, Inc. reserves the right to make such adjustments to the analyses, opinions and conclusions set forth in this report as may be required by consideration of additional data or more reliable data that may become available.

The subject assets or properties are appraised free and clear of any or all liens or encumbrances, unless otherwise stated.

No investigation of legal title was made and no responsibility is assumed for the legal description or for matters including legal or title considerations. No opinion of title is rendered and the property is appraised as though free of all liens, encumbrances, easements and restrictions; the title is assumed to be marketable; and we assume the property does not exist in violation of any applicable codes, ordinances, statutes, or other governmental regulations.

The subject assets or properties are appraised free and clear of any or all liens or encumbrances, unless otherwise stated.

We assume no responsibility for any financial reporting judgments which are appropriately those of management. Management accepts the responsibility for any related financial reporting with respect to the assets or properties encompassed by this appraisal.

No survey of the boundaries of the property was undertaken. All areas and dimensions furnished are presumed to be correct. It is further assumed that no encroachments to the realty exist.

Maps, plats, and exhibits included herein are for illustration only, as an aid in visualizing matters discussed within the appraisal. They should not be considered as surveys nor relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from this report.

Information contained in this appraisal has been gathered from sources which are believed to be reliable, and where feasible, have been verified. No responsibility is assumed for the accuracy of information supplied by others.

No soils report was uncovered in the investigation. For the purposes of this appraisal, it is assumed that the soil conditions will permit development of the property to the uses set forth; however, no representations are made as to these matters. Any purchaser of the site may uncover potential environmental problems associated with development which we have not considered in this analysis but may exist.

There are typically appliances and mechanical systems that are an integral part of the operation of the subject property and/or premises where the subject assets are located. This appraisal assumes that these appliances and mechanical systems are in working order.

No opinion is intended to be expressed on matters which require legal expertise or specialized investigation or knowledge beyond that customarily employed by real or personal property appraisers.

Justmann & Associates, Inc. is not qualified to personally inspect the structural components of the improvements or beneath the soil. Therefore, no representation is made as to these matters unless specifically considered in the appraisal.

The property has been personally inspected by the appraiser so designated in the Certification and have found no obvious evidence of structural deficiencies except as stated in the report; however, no responsibility for hidden defects or conformity to specific governmental requirements such as fire, building and safety, earthquake, or occupancy codes can be assumed without provision of specific professional or governmental inspections.

No termite inspection report was made available to the appraiser. No obvious evidence of infestation or damage was observed; however, no responsibility for hidden defects can be assumed.

Since earthquakes are not uncommon in the area, no responsibility is assumed due to their possible effect on individual properties, unless detailed geological reports are made available and referenced in the report.

No opinion is expressed as to the value of subsurface oil, gas, or mineral rights, or whether the property is subject to surface entry for the exploration or removal of such materials, except as expressly stated.

No engineering survey has been made by the appraiser. Except as specifically stated, data relative to size and area were taken from sources considered reliable, and no encroachment of real property improvements is assumed to exist.

Justmann & Associates, Inc. shall not be required, by reason of this appraisal, to give testimony or be in attendance in court or any governmental or other hearing with reference to the property without prior arrangements having first been made relative to such additional employment.

All appraisal services, pursuant to this report, shall be deemed to be contracted for and rendered in the county of Justmann & Associates, Inc.'s office contracted to perform the services, and any arbitration or judicial proceedings shall take place in that county.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. Furthermore, the appraiser is not qualified to detect such substances and expresses no opinion with regard to the possible impact on value. However, the presence of substances such as asbestos, urea-formaldehyde from insulation, or other potentially hazardous materials may affect the value of the property.

The value estimate is predicated on the assumption that there is no such hazardous material on or in the property that would cause a loss in value. No responsibility is assumed for any such condition, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired. If the client is aware or becomes aware of any such conditions, the appraiser should be consulted immediately to assess an impact, if any, upon the market value.

Except as hereinafter provided, the party for whom the appraisal report was prepared may not distribute copies of the appraisal report without the written consent of the signatory of this appraisal report.

Under the terms of the engagement authorizing this report, we will have no obligation to revise this report to reflect events or conditions which occur subsequent to the date of the appraisal. However, we will be available to discuss the necessity for revision resulting from changes in economic or market factors affecting the subject.

The appraisal was made in accordance with, and subject to, the requirements of the Code of Ethics under USPAP, and Standards of Professional Practice of the Appraisal Institute; however, no warranties, guarantees, or assurances of any kind are expressed or implied, and we assume no liability in connection with this assignment.

Information pertaining to maintenance policies and utilization obtained from management are assumed to be accurate.

Any plat maps, floor plans and equipment layouts which were supplied to us by management and which may be contained within this report are assumed to be accurate.

Information pertaining to service contracts, market share, competition, company history and plant data which may have been supplied to us by management are assumed to be accurate.

We assume that any information supplied to us during our inspection with respect to any leased computers, phone systems, or any other equipment is accurate. We have not conducted an inventory and did not include any assets identified as leased assets in our analysis. It is the clients' responsibility to differentiate all equipment which is leased and not owned.

The use of all or part of this report in connection with real estate tax shelters, syndication of interests in real estate, the offering of securities, shares or partnership interests in real estate or any other public or private offering without the specific written consent of the appraiser is not authorized. Neither the whole, nor any part of this report, nor any reference thereto may be included in any document, statement, appraisal or circular without the prior written approval from Justmann & Associates, Inc. as to of the form and context in which it is to appear. The appraiser is under no obligation to select the most appropriate premise of value for the circumstances. The value premises as defined herein have been requested by management and accepted as appropriate to their needs.

The Americans with Disabilities Act (ADA) became effective January 6, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property unless specifically mentioned in the report.

The liability of Justmann & Associates, Inc. and its employees and associates is limited to the client only and to the amount of the fee actually received by Justmann & Associates, Inc. There is no accountability, obligation, or liability to any third party. If the appraisal report or any part thereof is disseminated to anyone other than the client, the client shall make such party or parties aware of all limiting conditions and assumptions affecting the appraisal assignment. Neither the appraisers nor Justmann & Associates, Inc. is in any way responsible for any costs incurred to discover or correct any physical, financial, and/or legal deficiencies of any type present in the subject property. In the case of limited partnerships or syndication offerings or stock offerings in real estate, the client agrees that in the event of a law suit brought by a lender, a partner or part owner in any form of ownership, a tenant or any other party, the client will indemnify and hold the appraiser(s) and Justmann & Associates Inc. completely harmless in such action with respect to any and all awards or settlements of any type, such as fines, penalties, or financial losses resulting from actions taken by tax authorities, including but not limited to the Internal Revenue Service, when such fines, penalties, or losses are not due to fraud or gross negligence on the part of Justmann & Associates, Inc.

MARK S. JUSTMANN, MAI

REAL ESTATE QUALIFICATIONS

EDUCATION

University of Wisconsin-1973 undergraduate studies 1 year; Florida State University 1978
Business Administration / Real Estate Major with Bachelor of Science

During college I received two scholarships from the Florida Association of Realtors; through the Florida Real Estate Commissioner. During college I typically worked 35+ hours per week for Jerry D. Williamson an SRA. This job was coordinated through the Dean of Business (Dean Soloman) and the Chairman of the Real Estate Department (Dr. Lewis) at FSU. At this time, I generally did appraisal work on single family residences, some commercial and some feasibility analysis work. This almost succeeded in the location of a very large national brewery, Miller Brewery. My site was fourth under consideration for a \$100 million dollar brewery.

APPRAISAL AND SPECIAL COURSES **APPRAISAL FOUNDATION** I have received MAI membership. (Membership # 8468)

BUSINESS EXPERIENCE A Senior Appraiser in the Real Estate Valuation Group of the American Appraisal Company; the worlds largest at that time. Five years experience under (Fred George MAI), who once appraised the Pan Am Building in New York. My employment with this firm lasted eleven years until 1989. Recent employment has been with Marshall & Stevens (another national firm) for four years until 1992. I have been affiliated with the Mentor Group since late 1992.

VALUATION EXPERIENCE includes over thirty-four years of national real estate valuation engagements for commercial, industrial, multi-family, special purpose type facilities, and other types of properties for various clients in 45 states. A major emphasis was in the Western region, especially California, Nevada, Arizona, New Mexico, Utah, and Colorado. Specific properties appraised include all types of office buildings, warehouses, factories, medical facilities, restaurants, service stations, theaters, apartment complexes, ranches, plantations, gravel pits and quarries, nursing homes, truck terminals, banks and other special purpose facilities such as oil refineries, churches, mortuaries, cemeteries, recording studios, golf courses, casinos, business parks, oil tank farms, mini-malls, regional malls, parks, subdivisions, car washes, bowling alleys, convalescent care facilities, food processing plants, lumber yards, mini-warehouses, poultry ranches, schools and research and development facilities. Value ranges for a large majority of these properties ranged typically from \$1,000,000 to as high as \$100 million. I have been involved in five instances where projects regarding appraisals I have conducted have been either on the front page of the LA Times or in the Business Section. Three were on the national news.

PROFESSIONAL AFFILIATIONS MAI designation as well as a licensed real estate Broker in California, and a member of the Los Angeles Board of Realtors. I am currently a Certified General R.E. Appraiser in California, (AG002802). I have licenses in Nevada and California. I have had temporary licenses in several other states. I have extensive State and Federal court testimony experience. Testimony situations have entailed most LA superior courts at least 40 times and depositions at least 40 times. I have appraised in most counties in California over the past 31 years. I have conducted several consultation assignments and brokerage deals as well.

VARIOUS LENDING INSTITUTIONS AND INVESTMENT BANKER CLIENTS SERVED:

Bank of America	Home Savings & Loan
Wells Fargo Bank	Union Bank
Mellon Bank	Franklin Savings
Crocker Bank	Goldman Sachs
Shearson Lehman	W.R. Grace
Duetch Bank	Security Pacific Asian Bank
Cathay Bank	California Pacific Bank
TransAtlantic Capital Corp.	International Bank of California
Nomura Asset Capital Corp.	Kolberg, Kravis & Roberts

REGULATORY AGENCIES SERVED:

Federal Deposit Insurance Corp.	Resolution Trust Corporation
Internal Revenue Service	Federal National Mortgage Assn.
Federal Aviation Administration	Department of Labor
U. S. Treasury Department	U. S. Department of Justice

OTHER CLIENTS SERVED:

AT&T	Anhauser Busch
Amoco Oil	Bekins
Crown Zellerbach	Copley RE Advisors
Cannon Films	Coca-Cola
Campbell Foods	Fluor Corp
Goodyear	Howard Hughes Realty
Japan Airlines	Kraft Inc.
Metro Goldwyn Mayor	Mobil Oil
Mitsui Inc.	Max Factor
Nestles	Penn Central
Shell Oil	Intel
Summa Corp	Sears, Roebuch & Co.
20th Century Fox	U.S. Air
United Artists	Westinghouse
Wickes	The Vatican

LAW FIRMS SERVED:

Gibson, Dunn & Crutcher	Brobeck, Phleger & Harrison
Gill & Baldwin	Harrigan, Ruff, Ryder
Latham & Watkins	Buchalter, Memer, Fields & Younger
Kaplan, Kenegos & Kadin	O'Neill & Lysaught
Gray, Cary, Ames & Frye	Hendry, Serian, Alt & Jouanicot
Freeman, Freeman & Smiley	Hill, Farrer & Burrill
Revere, Rykoff & Wallace	Sayre, Moreno, Purcell & Bouch
Warner & Corbett	Leonard & Dicker
Paul, Hastings, Janofsky & Walker	Pettit & Martin
Bronson, Bronson & McKinnon	Girardi I Keese

CELEBRITY CLIENTS SERVED:

Robert Redford	Kelsey Grammar	Larry Flynt
Lyle Wagner	Julie Newmar	Marion (Suge) Knight
Jimmy Jams	David Lee Roth	Glenn Fry
Stacy Keach	Kim Bassinger	David Geffen
Sam Zell	Kirk Kerkorian	Marvin Davis
Gary Winnick	Valarie Harper	Mary Grassell Radford
Donald Trump	Donald Sterling	Michael Jackson

ADDENDA

Subject Photos



Front

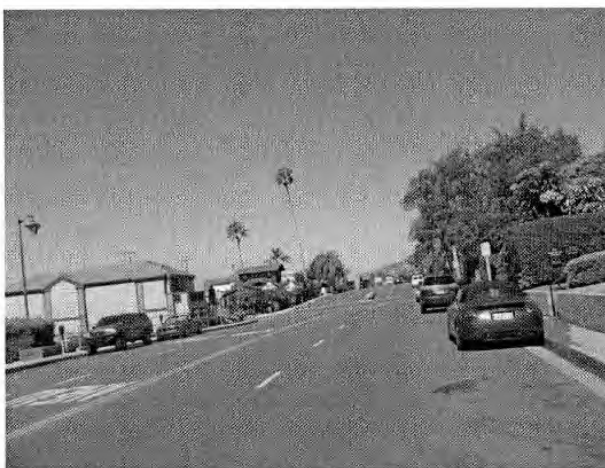


Front (Facing Southeast)

Subject Photos



Front (Facing Southwest)



Glenneyre Street (Facing West)

Subject Photos



Glenneyre Street (Facing East)



Eastside (Facing South)

Subject Photos

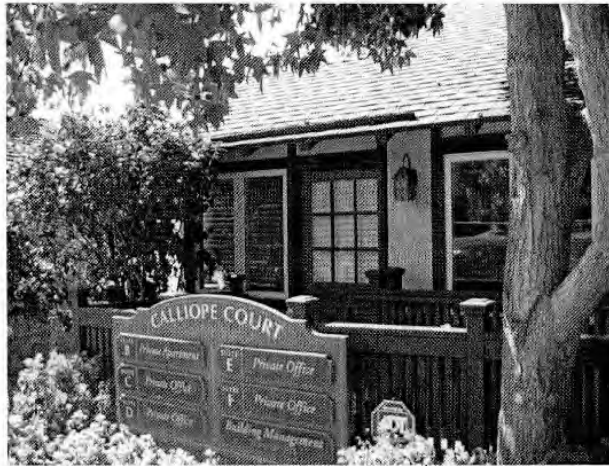


Central Courtyard (Facing Southwest)



Eastside (Facing North)

Subject Photos



Front Entry (Unit C on 1st Floor)



Front Entry (Unit B on 1st Floor)

Subject Photos



Conference Room (Unit B)

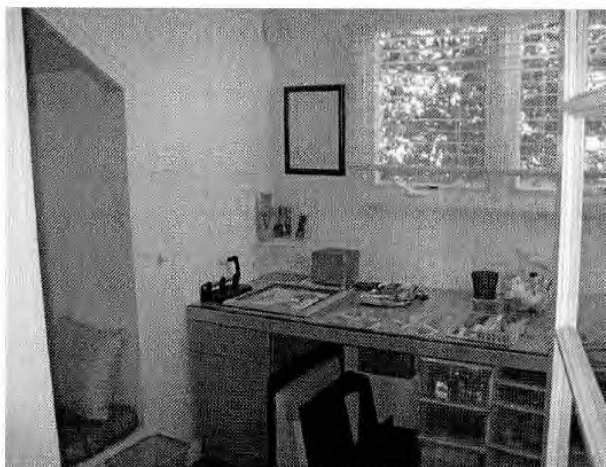


Kitchen (Unit B)

Subject Photos



Restroom (Unit B)



Office (Unit B)

Subject Photos



Typical Office (Unit C)



Front Entry (Unit D on 1st Floor – Middle Portion)

Subject Photos

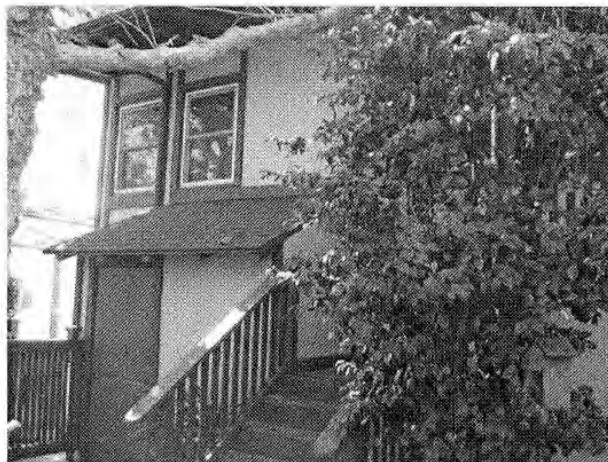


Reception/Waiting Area (Unit D on 1st Floor)



Rear Exit (Unit C on 1st Floor – Middle Portion)

Subject Photos

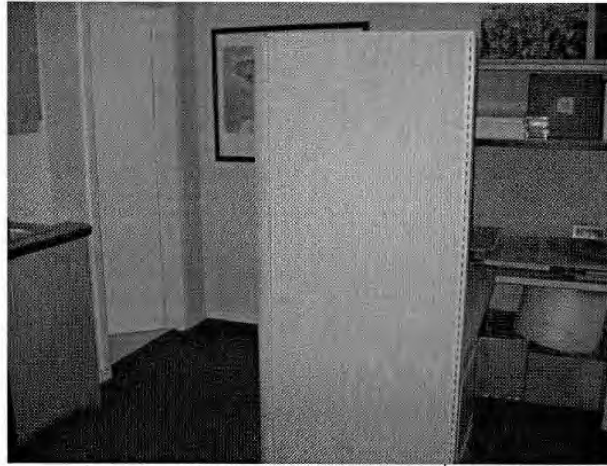


Central Courtyard Stairs (Leading to Units E & F on 2nd Floor)



Central Courtyard (Facing East)

Subject Photos



Typical Office (Unit E on 2nd Floor)

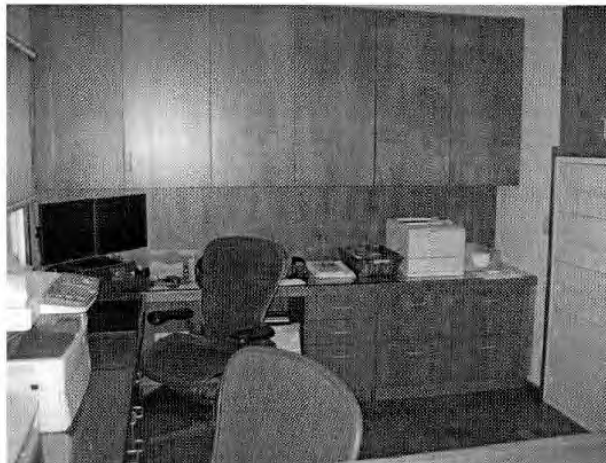


Front Entry (Unit E on 2nd Floor)

Subject Photos

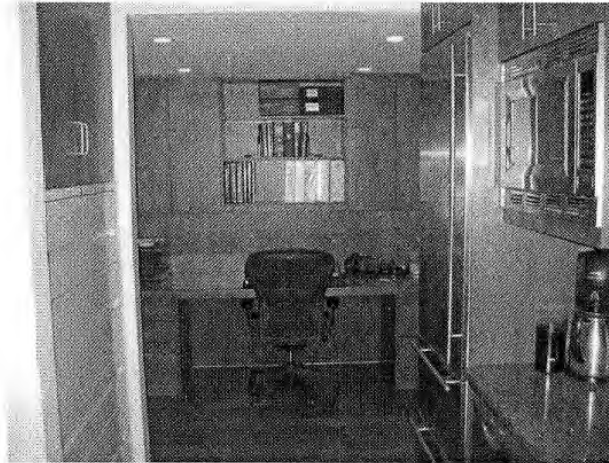


Front Entry (Unit F on 2nd Floor)



Office (Unit F on 2nd Floor)

Subject Photos



Kitchen Leading to Office (Unit F)

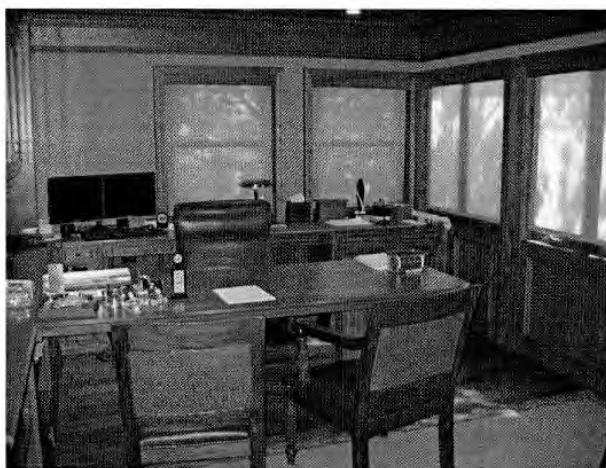


Copy Area Leading to Restroom (Unit F)

Subject Photos



Office (Unit F)

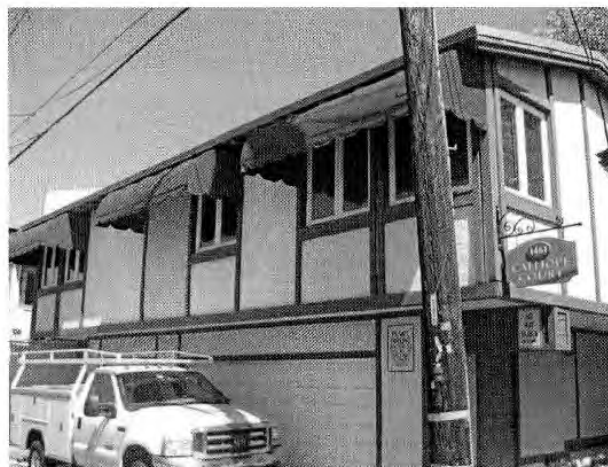


Typical Office (Unit F)

Subject Photos



Rear Eastside Parking (Facing North)



Rear Garages/Unit F on 2nd Floor (Facing Northwest)

Subject Photos



Rear Alley (Facing East)

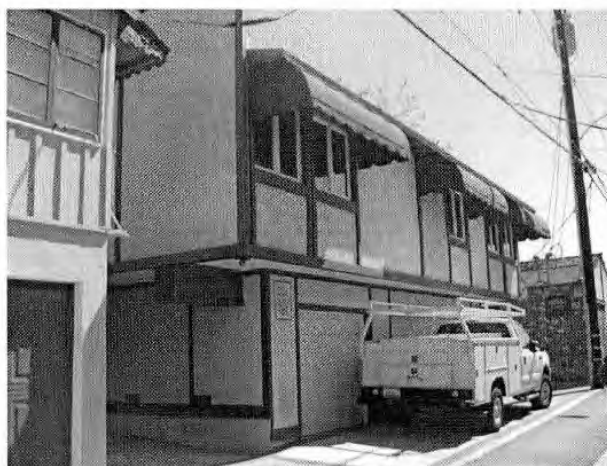


Rear Alley (Facing West)

Subject Photos



Rear Surface & Garage Parking/Unit F on 2nd Floor (Facing North)



Rear (Facing Northeast)

Subject Photos

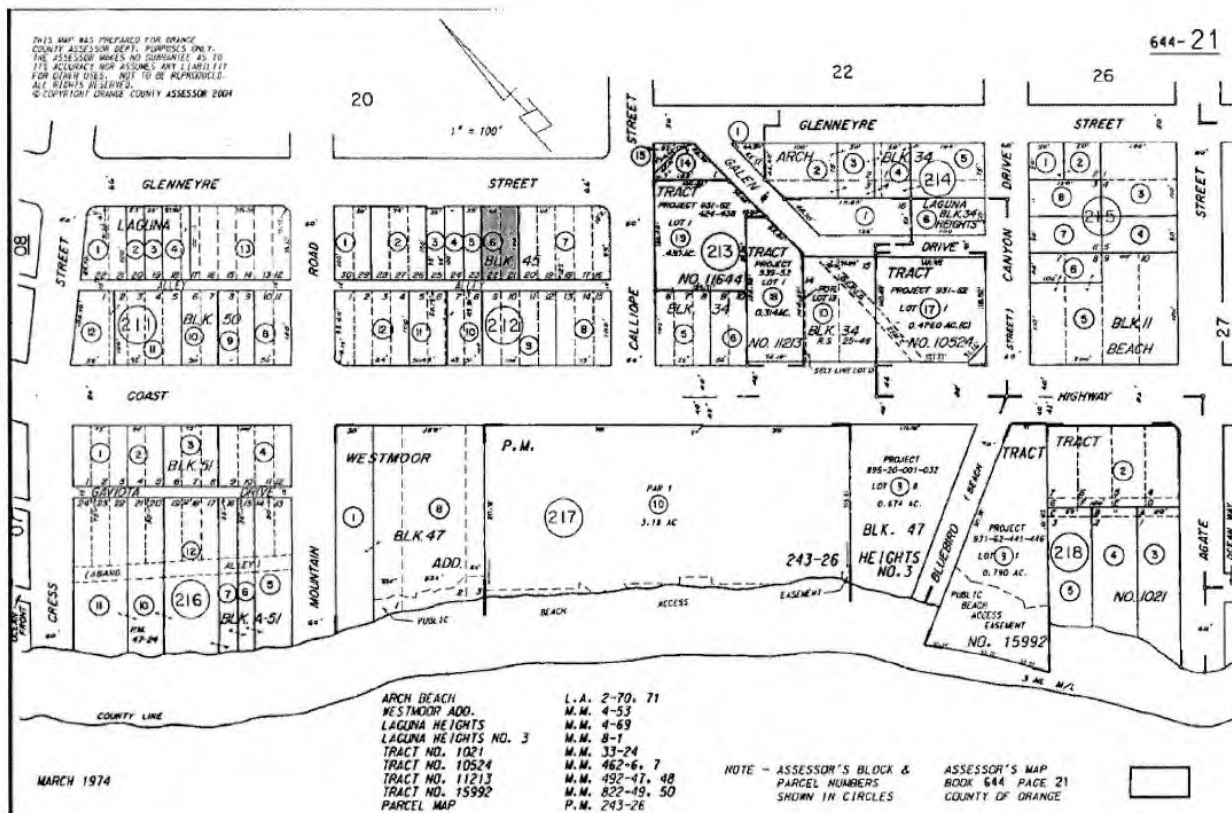


Front Westside Parking (Facing South)

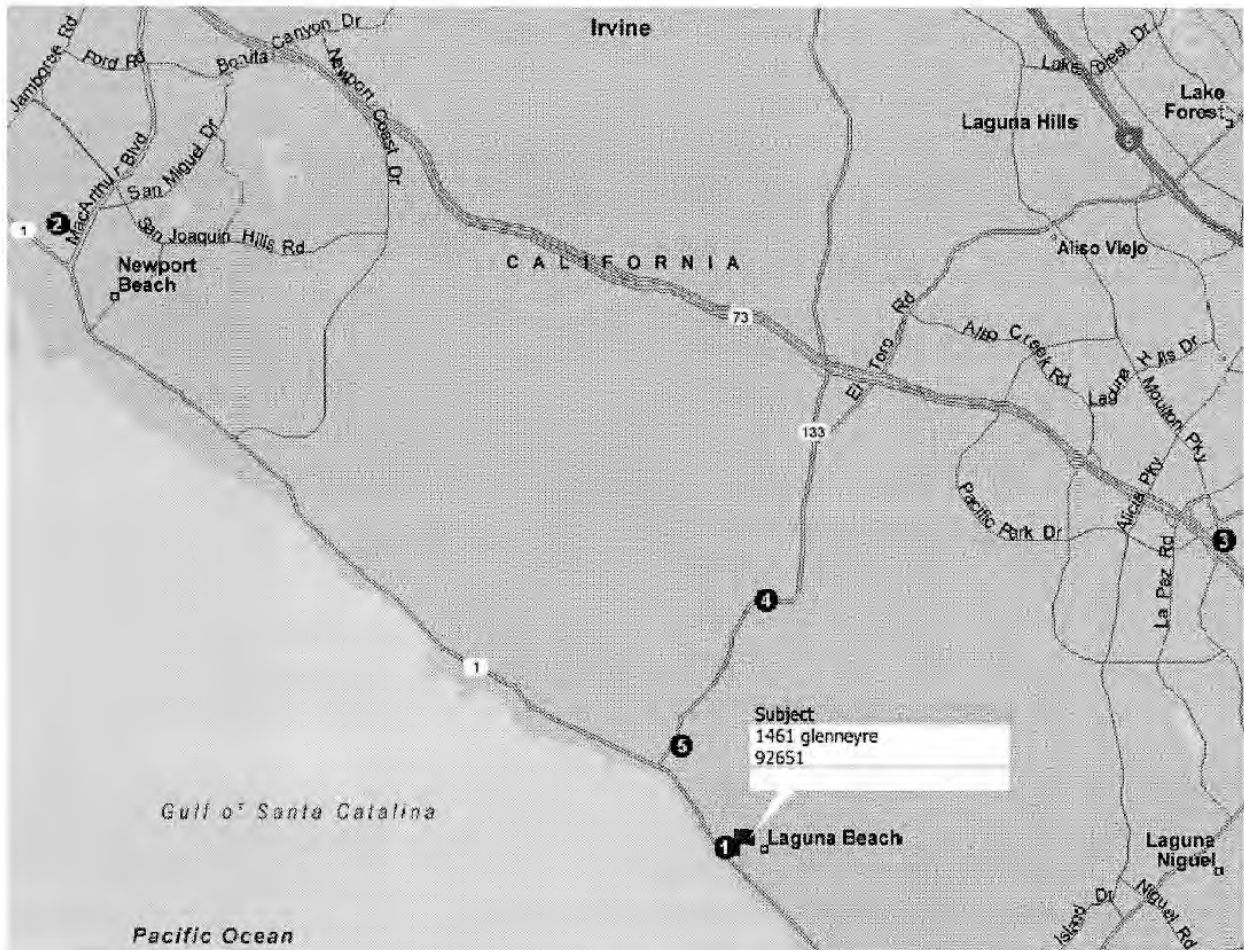


Front Westside (Facing South)

Subject Plat Map



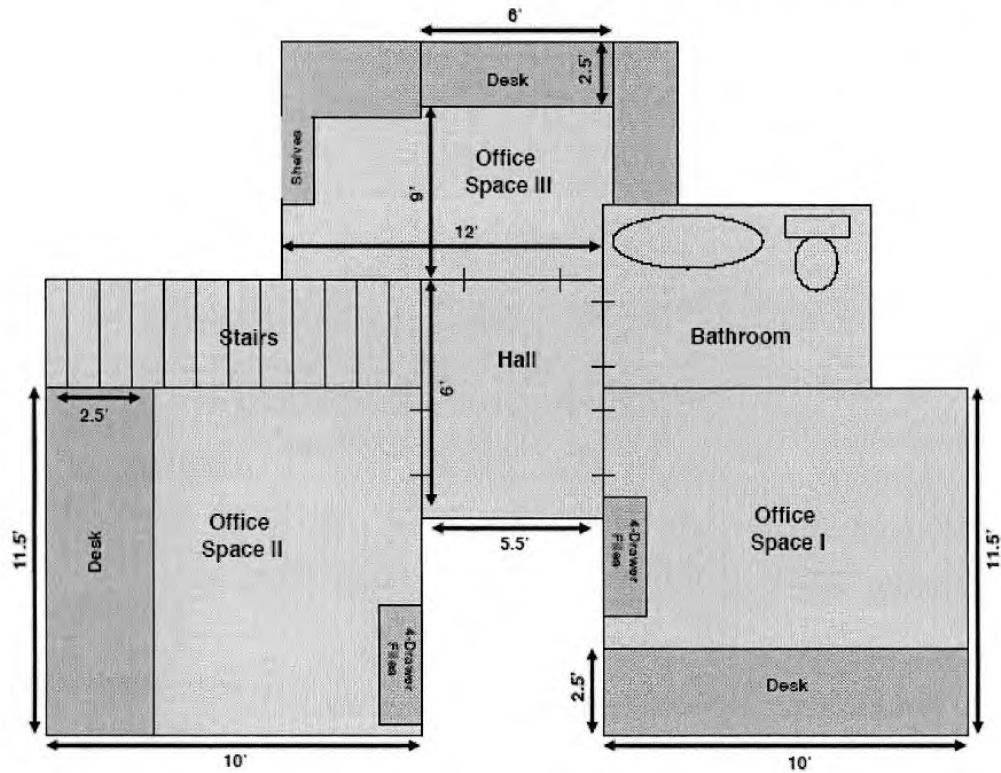
Comparable Sales Map and Subject



Subject Layouts

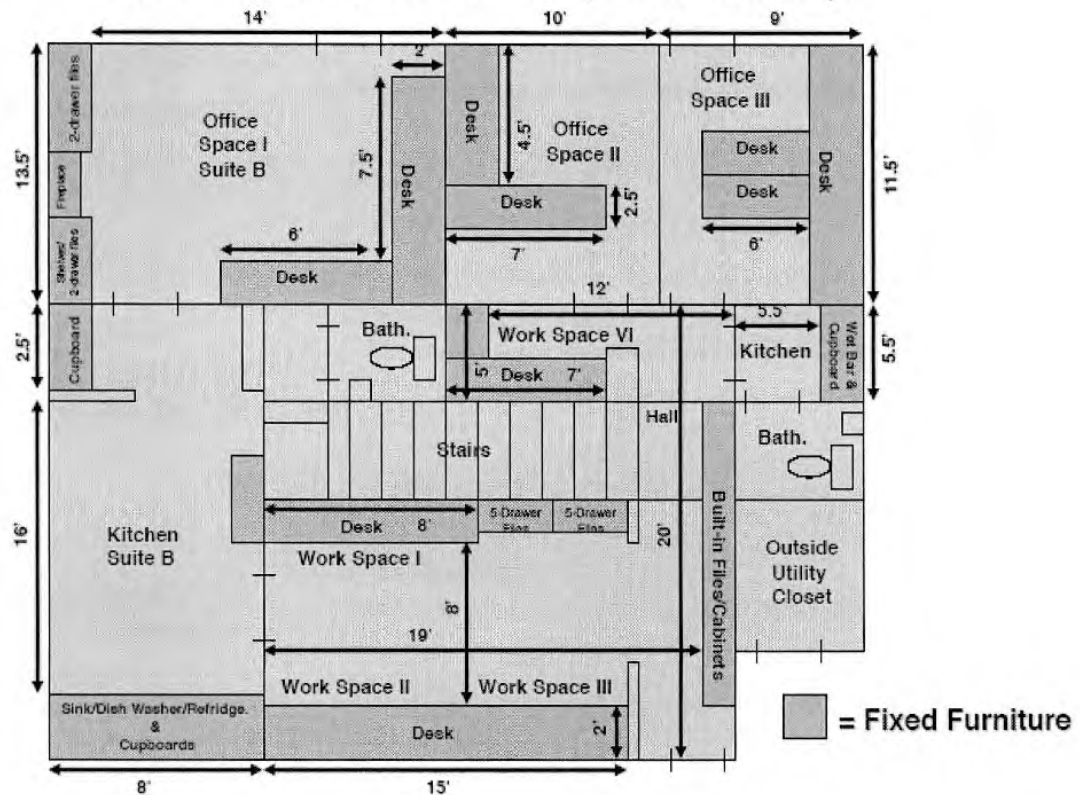
Suite "B" (Upstairs)

■ = Fixed Furniture



Subject Layouts

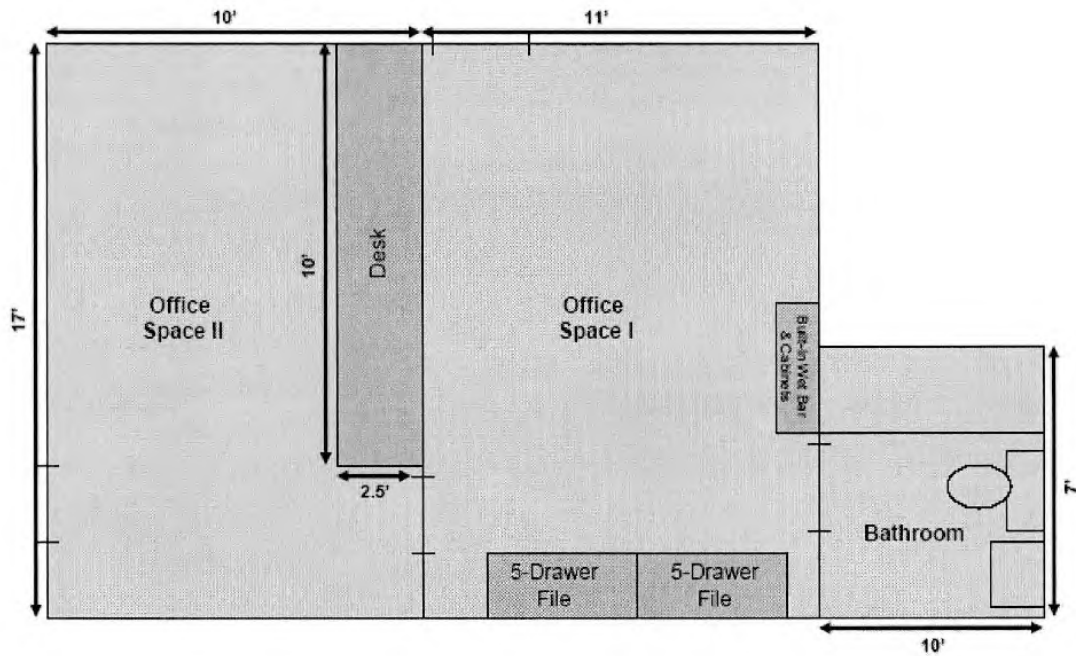
Suite "B" and Suite "C" (Downstairs)



Subject Layouts

Suite "D"

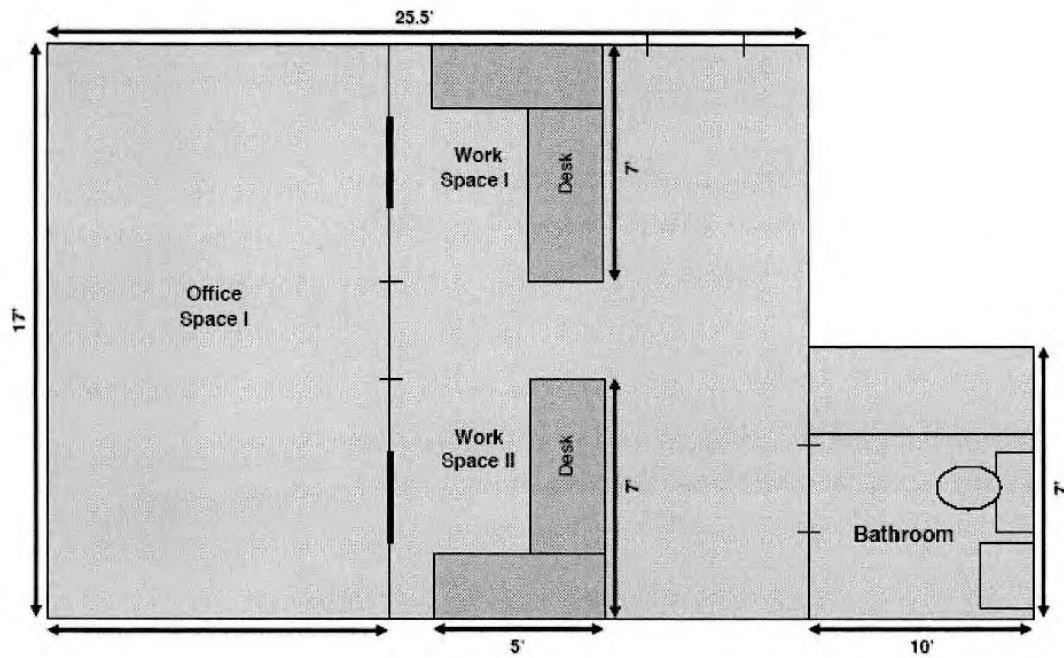
■ = Fixed Furniture



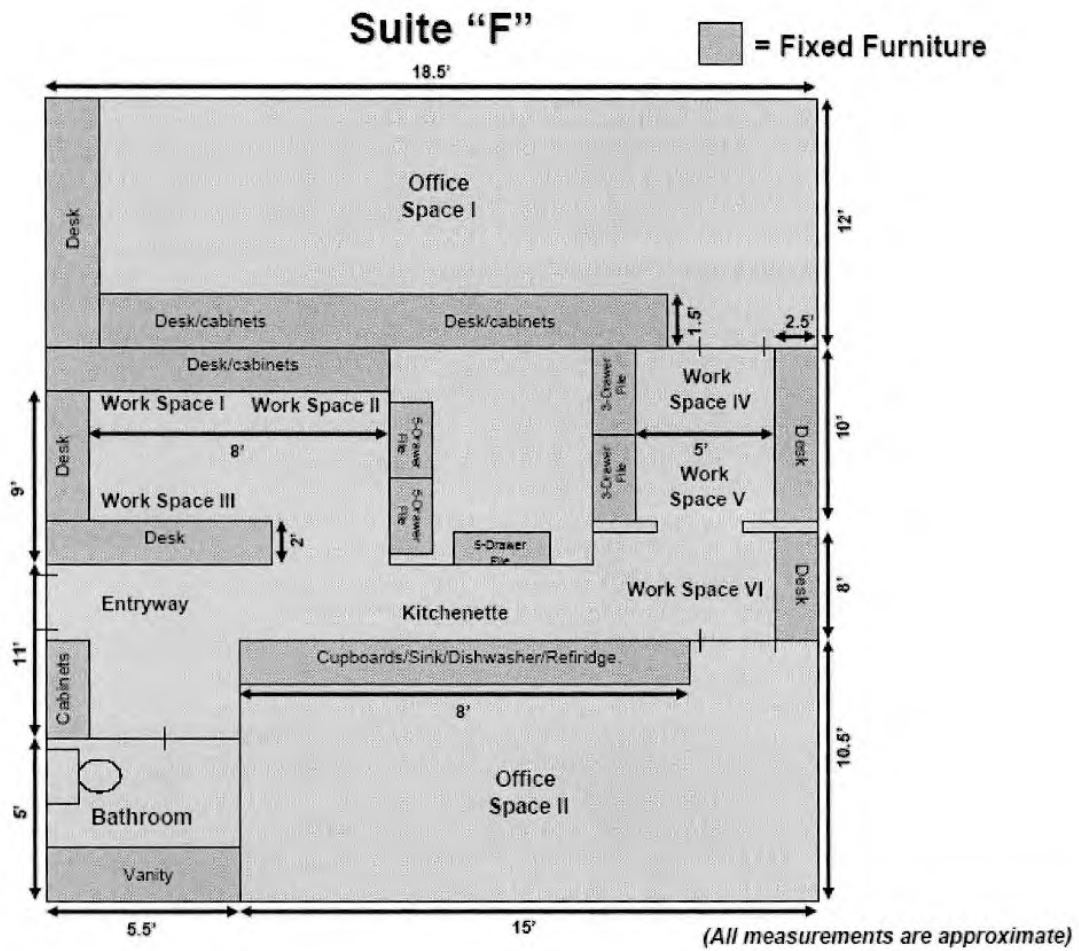
Subject Layouts

Suite "E"

■ = Fixed Furniture




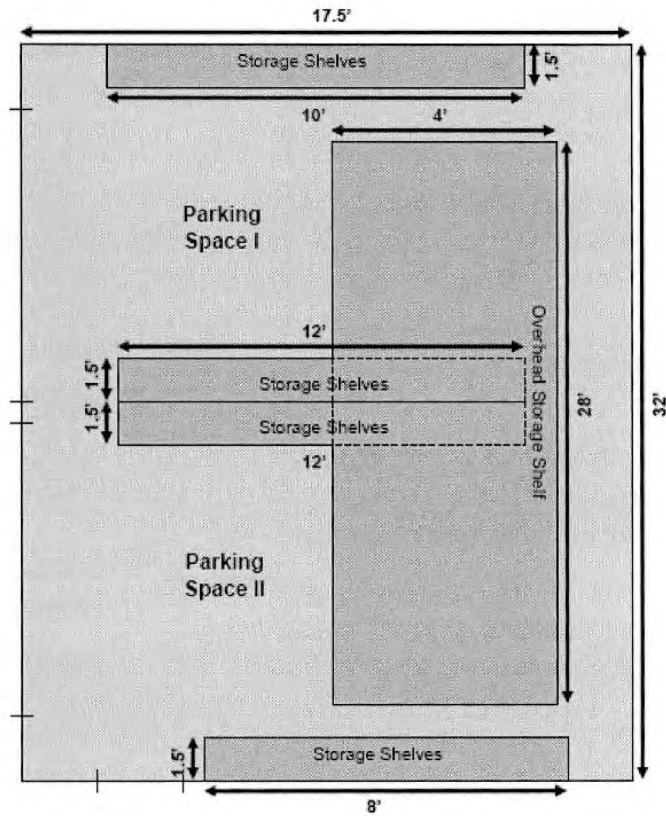
Subject Layouts



Subject Layouts

Garage

 = Fixed Shelving



JUSTMANN & ASSOCIATES, INC.

a Professional Corporation

Mark S. Justmann, MAI
760 Conestoga Lane
Nipomo, California 93444
805-343-9382

September 28, 2010

Ref: baruk570Glenlagun

Mark E. Lehman, Esq.
Law Offices of Mark E. Lehman
9200 Sunset Blvd., PH 2
West Hollywood, California 90069
Via email

Re: 570 Glenneyre Street
Laguna Beach, California 92651
Summary Appraisal Report

Dear Mr. Lehman:

At your request, we have completed a summary appraisal report of the real property located at 570 Glenneyre Street, Laguna Beach, California (Tax Parcel: 644-012-08). The date of value is September 25, 2010. The subject property consists of a 1 unit, 1-story, freestanding office building that includes 6,000 square feet of improvements (according to the owner, public records state 6,200 square feet), built in 1956, owner also stated that interior improvements were renovated over the past few years. The improvements are situated on a total land area of 11,100 gross square feet with approximately a total of 11 parking spaces (open surface - apx. 1.8/1,000 square foot parking ratio).

The purpose of this summary appraisal is to express our opinion regarding the value of the property for valuation purposes (related to court judgment proceedings), subject to the definition of value, Assumptions and Limiting Conditions, and Certification contained in the attached summary appraisal letter report.

It is our understanding that this appraisal report is to be used for settlement purposes only; its use for any other purpose or valuation date may invalidate the appraisal.

We have been requested to appraise the property and provide this summary appraisal report. The appraisal procedures followed included a Cost Approach, a Direct Sales Comparison Approach, and an Income Approach, with data summarized for this short letter report. This report cannot be understood properly without additional information found in the work file of this appraiser. As of the appraisal date above, the highest and best use of the property is deemed to be its current use as an interim use.

Based on the data and conclusions in our files, and, the attached summary report, it is our opinion that as of September 25, 2010, the As Is market value of the subject real property appraised is:

TWO MILLION FIVE HUNDRED THOUSAND DOLLARS

\$2,500,000

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