

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,

Petitioners,

vs.

THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA, IN AND FOR THE COUNTY OF CLARK; AND THE HONORABLE CONNIE J. STEINHEIMER,

Respondents,

and

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

Real Party in Interest.

Case No.

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PETITIONERS' APPENDIX,
VOLUME 15
(Nos. 2156–2434)

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6	September 23, 2010 email between Garry M. Graber and P. Morabito	Vol. 12, 1855–1857
7	September 20, 2010 email between Yalamanchili and Eileen Crotty RE: Morabito Wire	Vol. 12, 1858–1861
8	September 20, 2010 email between Yalamanchili and Garry M. Graber RE: All Mortgage Balances as of 9/20/2010	Vol. 12, 1862–1863
9	September 20, 2010 email from Garry M. Graber RE: Call	Vol. 12, 1864–1867
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Statement of Undisputed Facts (cont.)		
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
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Statement of Undisputed Facts (cont.)		
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
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Statement of Undisputed Facts (cont.)		
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
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Statement of Undisputed Facts (cont.)		
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
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>
Exhibits to Statement of Undisputed Facts (cont.)		
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>
Exhibits to Statement of Undisputed Facts (cont.)		
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
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Statement of Undisputed Facts (cont.)		
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
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
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
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Defendants' Separate Statement of Disputed Facts (cont.)		
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
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Defendants' Separate Statement of Disputed Facts (cont.)		
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
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Defendants' Separate Statement of Disputed Facts (cont.)		
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
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
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
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibit to Defendants' Reply in Support of Motions in Limine		
Exhibit	Document Description	
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>
Exhibits to Clerk's Trial Exhibit List (cont.)		
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 NRCPP 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
29	September 20, 2010 email from Yalamanchili to Graber RE: Attorney Client Privileged Communication	Vol. 22, 3688–3689

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Clerk's Trial Exhibit List (cont.)		
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
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Clerk's Trial Exhibit List (cont.)		
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
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Clerk's Trial Exhibit List (cont.)		
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
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
74	Opposition to Motion for Summary Judgment and Declaration of Edward Bayuk; Case No. 13-51237, ECF No. 146 (filed 10/03/2014)	Vol. 24, 3994–4053
75	March 30, 2012 email from Vacco to Bayuk RE: Letter to BOA	Vol. 24, 4054–4055

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Clerk's Trial Exhibit List (cont.)		
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
82	Articles of Merger of Consolidated Western Corporation with and Into Superpumper, Inc.	Vol. 24, 4076–4077
83	Unanimous Written Consent of the Board of Directors and Sole Shareholder of Superpumper, Inc.	Vol. 24, 4078–4080
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Clerk's Trial Exhibit List (cont.)		
91	McGovern Expert Report	Vol. 25, 4111–4189
92	Appendix B to McGovern Report – Source 4 – Budgets	Vol. 25, 4190–4191
103	Superpumper Note in the amount of \$1,462,213.00 (dated 11/01/2010)	Vol. 25, 4192–4193
104	Superpumper Successor Note in the amount of \$492,937.30 (dated 02/01/2011)	Vol. 25, 4194–4195
105	Superpumper Successor Note in the amount of \$939,000 (dated 02/01/2011)	Vol. 25, 4196–4197
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
109	Compass Term Loan (dated 12/21/2016)	Vol. 25, 4205–4213
110	P. Morabito – Term Note in the amount of \$939,000.000 (dated 09/01/2010)	Vol. 25, 4214–4214
111	Loan Agreement between Compass Bank and Superpumper (dated 12/21/2016)	Vol. 25, 4215–4244
112	Consent Agreement (dated 12/28/2010)	Vol. 25, 4245–4249
113	Superpumper Financial Statement (dated 12/31/2007)	Vol. 25, 4250–4263

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Clerk's Trial Exhibit List (cont.)		
114	Superpumper Financial Statement (dated 12/31/2009)	Vol. 25, 4264–4276
115	Notes Receivable Interest Income Calculation (dated 12/31/2009)	Vol. 25, 4277–4278
116	Superpumper Inc. Audit Conclusions Memo (dated 12/31/2010)	Vol. 25, 4279–4284
117	Superpumper 2010 YTD Income Statement and Balance Sheets	Vol. 25, 4285–4299
118	March 12, 2010 Management Letter	Vol. 25, 4300–4302
119	Superpumper Unaudited August 2010 Balance Sheet	Vol. 25, 4303–4307
120	Superpumper Financial Statements (dated 12/31/2010)	Vol. 25, 4308–4322
121	Notes Receivable Balance as of September 30, 2010	Vol. 26, 4323
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

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Exhibits to Clerk's Trial Exhibit List (cont.)		
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
133	April 5, 2011 email from P. Morabito to Vacco	Vol. 26, 4353
134	April 16, 2012 email from Vacco to Morabito	Vol. 26, 4354–4359
135	August 7, 2011 email exchange between Vacco and P. Morabito	Vol. 26, 4360
136	August 2011 Lovelace letter to Timothy Halves	Vol. 26, 4361–4365
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
140	November 28, 2011 email chain between Vacco, S. Morabito, and P. Morabito RE: \$560,000 wire to Lippes Mathias	Vol. 26, 4369–4370
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
144	April 24, 2012 email from P. Morabito to Vacco RE: SPI Loan Detail	Vol. 26, 4377–4378

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Clerk's Trial Exhibit List (cont.)		
145	September 4, 2012 email chain between Vacco and Bayuk RE: Second Deed of Trust documents	Vol. 26, 4379–4418
147	September 4, 2012 email from P. Morabito to Vacco RE: Wire	Vol. 26, 4419–4422
148	September 4, 2012 email from Bayuk to Vacco RE: Wire	Vol. 26, 4423–4426
149	December 6, 2012 email from Vacco to P. Morabito RE: BOA and the path of money	Vol. 26, 4427–4428
150	September 18, 2012 email chain between P. Morabito and Bayuk	Vol. 26, 4429–4432
151	October 3, 2012 email chain between Vacco and P. Morabito RE: Snowshoe Properties, LLC	Vol. 26, 4433–4434
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
159	September 14, 2012 email from Vacco to P. Morabito	Vol. 27, 4656–4657

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Exhibits to Clerk's Trial Exhibit List (cont.)		
160	October 1, 2012 email from P. Morabito to Vacco RE: Monday work for Dennis and Christian	Vol. 27, 4658
161	December 18, 2012 email from Vacco to P. Morabito RE: Attorney Client Privileged Communication	Vol. 27, 4659
162	April 24, 2013 email from P. Morabito to Vacco RE: BHI Trust	Vol. 27, 4660
163	Membership Interest Purchases, Agreement – Watch My Block (dated 10/06/2010)	Vol. 27, 4661–4665
164	Watch My Block organizational documents	Vol. 27, 4666–4669
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
179	Gursey Schneider LLP Subpoena	Vol. 28, 4676–4697
180	Summary Appraisal of 570 Glenneyre	Vol. 28, 4698–4728
181	Appraisal of 1461 Glenneyre Street	Vol. 28, 4729–4777
182	Appraisal of 370 Los Olivos	Vol. 28, 4778–4804
183	Appraisal of 371 El Camino Del Mar	Vol. 28, 4805–4830
184	Appraisal of 1254 Mary Fleming Circle	Vol. 28, 4831–4859
185	Mortgage – Panorama	Vol. 28, 4860–4860
186	Mortgage – El Camino	Vol. 28, 4861
187	Mortgage – Los Olivos	Vol. 28, 4862
188	Mortgage – Glenneyre	Vol. 28, 4863

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Exhibits to Clerk's Trial Exhibit List (cont.)		
189	Mortgage – Mary Fleming	Vol. 28, 4864
190	Settlement Statement – 371 El Camino Del Mar	Vol. 28, 4865
191	Settlement Statement – 370 Los Olivos	Vol. 28, 4866
192	2010 Declaration of Value of 8355 Panorama Dr	Vol. 28, 4867–4868
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
222	Kimmel – January 21, 2016, Comment on Alves Appraisal	Vol. 28, 4880–4883
223	September 20, 2010 email from Yalamanchili to Morabito	Vol. 28, 4884
224	March 24, 2011 email from Naz Afshar RE: telephone call regarding CWC	Vol. 28, 4885–4886
225	Bank of America Records for Edward Bayuk (dated 09/05/2012)	Vol. 28, 4887–4897

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Clerk's Trial Exhibit List (cont.)		
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
233	BMO Account Tracker Banking Report October 1 to October 31, 2010	Vol. 29, 5007–5013
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

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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
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

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Exhibits to Clerk's Trial Exhibit List (cont.)		
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
269	October 1, 2010 Check #2357 from Bayuk to P. Morabito for \$31,284 for 371 El Camino Del Mar Funding	Vol. 30, 5161–5162
270	Bayuk Payment Ledger Support Documents Checks and Bank Statements	Vol. 31, 5163–5352
271	Bayuk Superpumper Contributions	Vol. 31, 5353–5358
272	May 14, 2012 email string between P. Morabito, Vacco, Bayuk, and S. Bernstein RE: Info for Laguna purchase	Vol. 31, 5359–5363
276	September 21, 2010 Appraisal of 8355 Panorama Drive Reno, NV by Alves Appraisal	Vol. 32, 5364–5400
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
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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
300	September 20, 2010 email chain between Yalmanchili and Graber RE: Attorney Client Privileged Communication	Vol. 33, 5745–5748
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Clerk's Trial Exhibit List (cont.)		
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
Minutes of October 29, 2018, Non-Jury Trial, Day 1 (filed 11/08/2018)		Vol. 35, 5802–6041
Transcript of October 29, 2018, Non-Jury Trial, Day 1		Vol. 35, 6042–6045
Minutes of October 30, 2018, Non-Jury Trial, Day 2 (filed 11/08/2018)		Vol. 36, 6046–6283
Transcript of October 30, 2018, Non-Jury Trial, Day 2		Vol. 36, 6284–6286
Minutes of October 31, 2018, Non-Jury Trial, Day 3 (filed 11/08/2018)		Vol. 37, 6287–6548
Transcript of October 31, 2018, Non-Jury Trial, Day 3		Vol. 37, 6549–6552
Minutes of November 1, 2018, Non-Jury Trial, Day 4 (filed 11/08/2018)		Vol. 38, 6553–6814
Transcript of November 1, 2018, Non-Jury Trial, Day 4		Vol. 38, 6815–6817
Minutes of November 2, 2018, Non-Jury Trial, Day 5 (filed 11/08/2018)		Vol. 39, 6818–7007
Transcript of November 2, 2018, Non-Jury Trial, Day 5		Vol. 39, 7008–7011
Minutes of November 5, 2018, Non-Jury Trial, Day 6 (filed 11/08/2018)		Vol. 40, 7012–7167
Transcript of November 5, 2018, Non-Jury Trial, Day 6		Vol. 40, 7168–7169

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Minutes of November 6, 2018, Non-Jury Trial, Day 7 (filed 11/08/2018)		Vol. 41, 7170–7269
Transcript of November 6, 2018, Non-Jury Trial, Day 7		Vol. 41, 7270–7272 Vol. 42, 7273–7474
Minutes of November 7, 2018, Non-Jury Trial, Day 8 (filed 11/08/2018)		Vol. 43, 7475–7476
Transcript of November 7, 2018, Non-Jury Trial, Day 8		Vol. 43, 7477–7615
Minutes of November 26, 2018, Non-Jury Trial, Day 9 (filed 11/26/2018)		Vol. 44, 7616
Transcript of November 26, 2018, Non-Jury Trial – Closing Arguments, Day 9		Vol. 44, 7617–7666 Vol. 45, 7667–7893
Plaintiff’s Motion to Reopen Evidence (filed 01/30/2019)		Vol. 46, 7894–7908
Exhibits to Plaintiff’s Motion to Reopen Evidence		
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Plaintiff's Motion to Reopen Evidence (cont.)		
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
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		
Exhibit	Document Description	
1	Plaintiff's Motion to Reopen Evidence	Vol. 47, 8081–8096

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Ex Parte Motion for Order Shortening Time on Plaintiff's Motion to Reopen Evidence and for Expedited Hearing (filed 01/31/2019)		Vol. 47, 8097–8102
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
Exhibits to Supplement to Plaintiff's Motion to Reopen Evidence		
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
Defendants' Response to Motion to Reopen Evidence (02/06/2019)		Vol. 47, 8129–8135
Plaintiff's Reply to Defendants' Response to Motion to Reopen Evidence (filed 02/07/2019)		Vol. 47, 8136–8143
Minutes of February 7, 2019 hearing on Motion to Reopen Evidence (filed 02/28/2019)		Vol. 47, 8144
Rough Draft Transcript of February 8, 2019 hearing on Motion to Reopen Evidence		Vol. 47, 8145–8158

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
[Plaintiff's Proposed] Findings of Fact, Conclusions of Law, and Judgment (filed 03/06/2019)		Vol. 47, 8159–8224
[Defendants' Proposed Amended] Findings of Fact, Conclusions of Law, and Judgment (filed 03/08/2019)		Vol. 47, 8225–8268
Minutes of February 26, 2019 hearing on Motion to Continue ongoing Non-Jury Trial (Telephonic) (filed 03/11/2019)		Vol. 47, 8269
Findings of Fact, Conclusions of Law, and Judgment (filed 03/29/2019)		Vol. 48, 8270–8333
Notice of Entry of Findings of Fact, Conclusions of Law, and Judgment (filed 03/29/2019)		Vol. 48, 8334–8340
Memorandum of Costs and Disbursements (filed 04/11/2019)		Vol. 48, 8341–8347
Exhibit to Memorandum of Costs and Disbursements		
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
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
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		

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibit	Document Description	
1	Plaintiff's Bill Dispute Ledger	Vol. 49, 8579–8637
	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
2	Writs of execution and the notice of execution	Vol. 51, 8957–8970

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
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
4	Excerpts of 9/28/2015 Deposition of Edward Bayuk	Vol. 52, 9036–9041

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Plaintiff's Objection (cont.)		
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
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
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
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Notice of Submission of Disputed Order (cont.)		
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
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
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
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
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
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Motion to Make Amended (cont.)		
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
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Motion to Make Amended (cont.)		
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
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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Exhibits to Errata (cont.)		
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
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

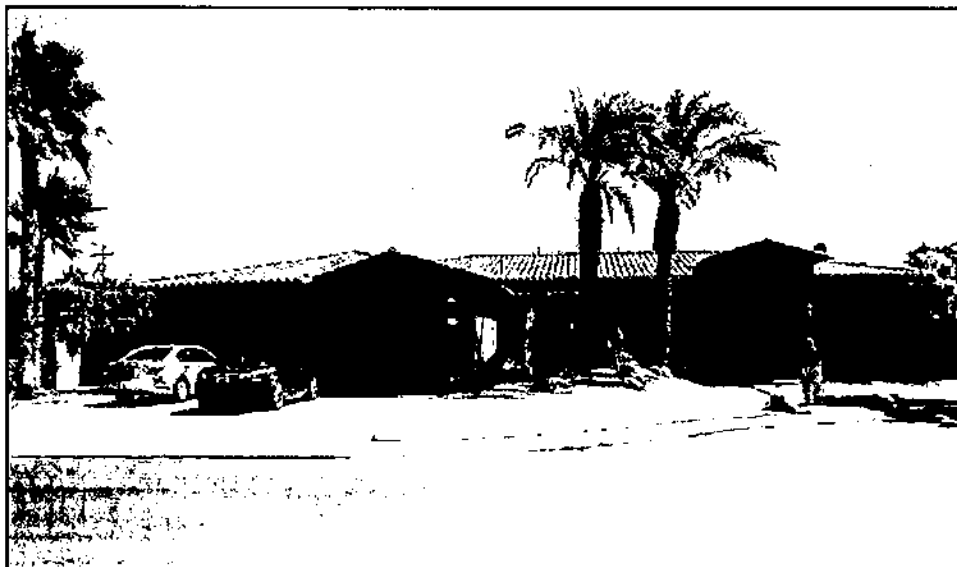
<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
Bayuk's Notice of Appeal (filed 12/06/2019)		Vol. 57, 10027–10030
Exhibits to Bayuk's Notice of Appeal		
Exhibit	Document Description	
1	Order Denying [Morabito's] Claim of Exemption (filed 08/02/19)	Vol. 57, 10031–10033
2	Order Denying [Bayuk's] Claim of 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

<u>DOCUMENT DESCRIPTION</u>		<u>LOCATION</u>
District Court Docket Case No. CV13-02663		Vol. 57, 10063–10111
Notice of Claim of Exemption and Third-Party Claim to Property Levied Upon, Case No. CV13-02663 (filed 08/25/2020)		Vol. 58, 10112–10121
Exhibits to Notice of Claim of Exemption and Third-Party Claim to Property Levied Upon		
Exhibit	Document Description	
1	Writ of Execution, Case No. CV13-02663 (filed 07/21/2020)	Vol. 58, 10123–10130
2	Superior Court of California, Orange County Docket, Case No. 30-2019-01068591-CU-EN-CJC	Vol. 58, 10131–10139
3	Spendthrift Trust Amendment to the Edward William Bayuk Living Trust (dated 11/12/2005)	Vol. 58, 10140–10190

Exhibit 27

APPRAISAL OF REAL PROPERTY

AS OF 9/23/10



LOCATED AT

1254 Mary Fleming Circle
Palm Springs, Ca 92262
.35 Ac In lot 6Mb 284/012 Tr 29075

FOR

Bayuk Properties, LLC
Attn: Edward Bayuk
59 Damonte Ranch Parkway #B 335
Reno, NV 89521

AS OF

9/23/10

BY

Raymond L. Dozier, MAI
Dozier Appraisal Company
73-350 El Paseo, Suite 206
Palm Desert, Ca 92260
(760) 776-4200
Email: dozierappraisal@dc.rr.com
Website: www.dozierappraisal.com

Owner	Bayuk Properties, LLC			File No. SL10-59/Mary Fleming	
Property Address	1254 Mary Fleming Circle				
City	Palm Springs	County	Riverside	State	Ca Zip Code 92262
Appraiser	Raymond L. Dozier, MAI				

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Dozier Appraisal Company
73-350 El Paseo, Suite 206
Palm Desert, Ca 92260
Email: dozierappraisal@dc.rr.com

September 23, 2010

Bayuk Properties, LLC
59 Damonte Ranch Parkway #B 335
Reno, NV 89521

Re: Property: 1254 Mary Fleming Circle
Palm Springs, Ca 92262
Owner: Bayuk Properties, LLC
File No.: SL10-59/Mary Fleming

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of this appraisal is to estimate the "As Is" Market Value as of 9/23/10 of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.


The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached, page 26.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led to the conclusion that the "As Is" Market Value as of 9/23/10 is:

\$1,050,000 (\$341.02/Sf.)

ONE MILLION FIFTY THOUSAND DOLLARS

Sincerely,



Raymond L. Dozier, MAI
State Certified General Real Estate Appraiser
Ca. Cert. No. AG004590

Lippes.PAM0004465

2159

SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	1254 Mary Fleming Circle
	Legal Description	.35 Ac In lot 6Mb 284/012 Tr 29075
	City	Palm Springs
	County	Riverside
	State	Ca
	Zip Code	92262
	Census Tract	446.02
	Map Reference	756-F6
SALES PRICE	Sale Price	\$ N/A
	Date of Sale	N/A
CLIENT	Owner	Bayuk Properties, LLC
	Appraiser	Raymond L. Dozier, MAI
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	3,079
	Price per Square Foot	\$ 341.02
	Location	Good
	Age	10
	Condition	Good
	Total Rooms	7
	Bedrooms	3
	Baths	2.5
APPRAISER	Appraiser	Raymond L. Dozier, MAI
	Date of Appraised Value	9/23/10
VALUE	Opinion of Value	\$ 1,050,000

Form SSD2_LT — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Lippes.PAM0004466

2160

Uniform Residential Appraisal Report

Dozier Appraisal Co.

File # SL10-59/Mary Fleming

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 1254 Mary Fleming Circle City Palm Springs State Ca Zip Code 92262
 Borrower N/A Owner of Public Record Bayuk Properties, LLC County Riverside
 Legal Description 35 Ac In lot 6Mb 284/912 Tr 29075
 Assessor's Parcel # 507-520-015 Tax Year 2000 P.E. Taxes \$ 7,110
 Neighborhood Name Colony El Mirador Map Reference 756-F6 Census Tract 446.02
 Occupant ☒ Owner ☐ Tenant ☐ Vacant Special Assessments \$ 0 ☒ PUD HOA \$ 149.00 ☐ per year ☒ per month
 Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Assignment Type ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe)
 Lender/Client Bayuk Properties, LLC Address 59 demonte Ranch Parkway #B335, Reno, NV 89521
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☐ Yes ☒ No
 Report date source(s) used, offering price(s), and date(s): N/A

I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed: N/A

Contract Price \$ N/A Date of Contract N/A Is the property seller the owner of public record? ☐ Yes ☐ No Data Source(s)
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No
 If Yes, report the total dollar amount and describe the items to be paid: N/A

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %	
Location <input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input type="checkbox"/> Stable <input checked="" type="checkbox"/> Declining	PRICE	AGE	One-Unit	100 %		
Built-Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> In Balance <input checked="" type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	%		
Growth <input type="checkbox"/> Rapid <input type="checkbox"/> Stable <input checked="" type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	195	Low	4	Multi-Family	%	
Neighborhood Boundaries Subject property is within Colony El Mirador, which is surrounded by E. Chia Rd to the North, N. Paseo de Anas to the East, E. Paseo El Mirador to the South, & N. Ave. Caballeros to the W.		1 Mtl.	High	58	Commercial	%	
Neighborhood Description Subject property is in a neighborhood comprised of average to good quality homes and is located within a private gated community comprised of good quality single family detached homes offering similar amenities as competitive developments nearby. Subject is within 10-20 minutes of Shopping Centers, Restaurants, Hotels, Employment and School facilities. Public park within 2 miles. Freeway is within 2 miles North.		440	Pred.	30	Other	%	
Market Conditions (including support for the above conclusions) The U.S. as well as several other developed countries have been in a recession since 12/07. In addition, there is a global capital crisis (credit crunch) that is expected to begin easing the 4th quarter of 2010. Current recession is expected to last another 12-24 months. Desert area MLS reports an average total of 150 days of marketing time for similar residences during the past 12 months.							
Dimensions See attached plat map on page 22. Area 15,246 S.F. Shape Roughly Square View Mtns.							
Specific Zoning Classification R01 Zoning Description Res. Single Family Residences							
Zoning Compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)							
Is the highest and best use of subject property as improved for as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe							

Utilities Public Other (describe) Public Other (describe) Off-site Improvements - Type Public Private
 Electricity ☒ S.C.E. Water ☒ C.V.W.D. Street Asphalt ☒
 Gas ☒ GAS CO. Sanitary Sewer ☐ C.V.W.D. Alley None ☐
 FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 0606SC1559G FEMA Map Date 8/28/08
 Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe
 Are there any adverse site conditions or external factors (basements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe
 Subject is a typical size lot, with mountain views. Backyard faces East. No apparent adverse easements or encroachments noted at the time of inspection.

General Description		Foundation		Exterior Description		Interior	
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	Concrete/Good	Floors	Hardwood/Good		
# of Stories 1	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Stucco/Good	Walls	Drywall/Good		
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/End Unit	Basement Area N/A sq.ft.	Roof Surface	Concrete-tile/Good	Trim/Finish	Wood/Good		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish N/A	Gutters & Downspouts	None	Bath Floor	Tile/Good		
Design (Style) Ranch	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	Dbl Pane/Good	Bath Wainscot	Tile/Good		
Year Built 2000	Evidence of <input type="checkbox"/> Infestation Unknown	Storm Sash/Insulated	Metal/Wood/Good	Car Storage	None		
Effective Age (Yrs) 5	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	Good	Driveway	# of Cars 3		
Attic <input checked="" type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) #	Driveway Surface	Concrete		
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other Fuel	Fireplace(s) # 1	<input checked="" type="checkbox"/> Fence Brick	Garage	# of Cars 3		
<input type="checkbox"/> Floor <input type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	Patio/Deck Coverd	<input checked="" type="checkbox"/> Porch Covered	Carport	# of Cars		
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	Pool & Spa	<input checked="" type="checkbox"/> Other Fire Pit	Att.	<input type="checkbox"/> Det. <input type="checkbox"/> Built-in		
Appliances <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave <input checked="" type="checkbox"/> Washer/Dryer <input checked="" type="checkbox"/> Other (describe)				Double dishwasher, Wine Cooler			
Finished area above grade contains: 7 Rooms 3 Bedrooms 2.5 Bath(s) 3,079 Square Feet of Gross Living Area Above Grade							
Additional features (special energy efficient items, etc.): See attached addenda, page 13.							
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). All improvement are in average condition. Overall condition is considered good when compared to its competition.							
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe							
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe							

Uniform Residential Appraisal Report

Dozier Appraisal Co.
File # SL10-59/Mary Fleming

There are 1 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 0 to \$ 1,037,500	
There are 1 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 0 to \$ 999,500	
FEATURE	SUBJECT
Address 1254 Mary Fleming Circle Palm Springs, Ca 92262	1380 E. Tacheva Drive Palm Springs, Ca 92262
Proximity to Subject	0.18 miles S
Sale Price	\$ 900,000
Sale Price/Gross Liv. Area	\$ 316.23 sq.ft.
Data Source(s)	MLS# 41379609
Verification Source(s)	Doc# 195166
VALUE ADJUSTMENTS	DESCRIPTION
Sales or Financing Concessions	Cash Equiv.
Date of Sale/Time	4/28/10
Location	Good
Leasehold/Fee Simple	Fee Simple
Site	15,246 Sf.
View	Mtns.
Design (Style)	Ranch
Quality of Construction	Good
Actual Age	10 / 5 Effective
Condition	Good
Above Grade	Total Bdrms. Baths
Room Count	7 3 2.5
Gross Living Area	3,079 sq.ft.
Basement & Finished Rooms Below Grade	N/A
Functional Utility	Average/Typical
Heating/Cooling	HVAC
Energy Efficient Items	Average/Typical
Garage/Carport	3 - Attached
Porch/Patio/Deck	Yes
Fireplaces	1 FP
Pool & Spa	Yes
Upgrades	Yes
Net Adjustment (Total)	\$ 169,450
Adjusted Sale Price of Comparables	\$ 1,069,450
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain Desert Area MLS/County Records	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data Source(s) Desert Area MLS/County Records/Metroscan	
My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.	
Data Source(s) Desert Area MLS/County Records/Metroscan	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).	
ITEM	SUBJECT
Date of Prior Sale/Transfer	No Prior Sales
Price of Prior Sale/Transfer	In The Last 3 Years
Data Source(s)	MLS/County Records
Effective Date of Data Source(s)	Current
Analysis of prior sale or transfer history of the subject property and comparable sales No prior sales or transfers were found for the subject in the past 3 years, or the comparable sales in the past 12 months.	
Summary of Sales Comparison Approach See comments on page 10.	
Indicated Value by Sales Comparison Approach \$ 1,050,000	
Indicated Value by: Sales Comparison Approach \$ 1,050,000 Cost Approach (if developed) \$ 1,055,282 Income Approach (if developed) \$ N/A	
Most weight is given to the Sales Comparison Approach as it is considered the most reliable in determining the estimated Market Value for the subject, supported by the Cost Approach. The Income Approach is not applicable as the subject is not an income property.	
This appraisal is made <input checked="" type="checkbox"/> "as is," <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. This appraisal report is intended for use only by Bayak Properties, LLC. Use of this report by other is not intended by the appraiser. See additional comments in addendum.	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 1,050,000 as of 9/23/10, which is the date of inspection and the effective date of this appraisal.	

Uniform Residential Appraisal Report

Dozier Appraisal Co.
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ADDITIONAL COMMENTS

*The scope of this assignment is specific to the needs of the lender, the client and only intended user. All other parties that choose to rely on the appraisal report should recognize that the assignment results were not developed or reported in a manner consistent with the needs or uses of parties other than those identified by the intended user.

*Replacement cost figures used in the cost approach are for valuation purposes only. No one, client or third party, should rely on these figures for insurance purposes. The definition of market value used on page four of this report is not a definition of insurable value, and must not be interchanged. Actual reproduction costs can possibly exceed the replacement cost figures used in this appraisal.

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) Similar Lot Sales:

1) 651 E. Paseo El Mirador, Palm Springs - 0.37 Acres SOLD 5/13/10 \$320,000

2) 644 N. High Road, Palm Springs - 0.37 Acres SOLD 8/23/10 \$355,000

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$	385,000
Source of cost data: Marshall & Swift Residential Cost Handbook	DWELLING	3,079 Sq. Ft. @ \$	168.21
Quality rating from cost service: Excellent Effective date of cost data: 9/2010		N/A Sq. Ft. @ \$	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Appliances, FP, Outdoor Kitchenette, Pool & Spa	= \$	105,250
REPLACEMENT COST DATA FROM MARSHALL AND SWIFT COST HANDBOOK, MODIFIED FOR LOCAL REQUIREMENTS & CONDITIONS. THE RATIO OF THE ESTIMATED SITE VALUE TO THE ESTIMATED MARKET VALUE FALLS WITHIN THE TYPICAL RANGE FOR COMPETING OR SUBSTITUTE PROPERTIES. SITE VALUE IS ESTIMATED FROM SALES OF SIMILAR VACANT RESIDENTIAL SITES IN THE SUBJECT NEIGHBORHOOD.	Garage/Carport	708 Sq. Ft. @ \$	40.48
	Total Estimate of Cost-New	= \$	651,829
	Less: Physical		
	Depreciation	\$4,297	= \$(4,297)
	Depreciated Cost of Improvements	= \$	597,532
	"As-is" Value of Site Improvements	= \$	58,250
	Outdoor Fountain & Firepit	= \$	14,500
Estimated Remaining Economic Life (HUD and VA only) 55 Years	INDICATED VALUE BY COST APPROACH	= \$	1,055,282

INCOME APPROACH TO VALUE (not required by Fannie Mae)			
Estimated Monthly Market Rent \$	N/A	X Gross Rent Multiplier	= \$
Summary of Income Approach (including support for market rent and GRM)		Indicated Value by Income Approach	

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☒ No Unit type(s) ☒ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Uniform Residential Appraisal Report

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This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

Dozier Appraisal Co.
File # SL10-59/Mary Fleming**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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Uniform Residential Appraisal Report

Dozier Appraisal Co.
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21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

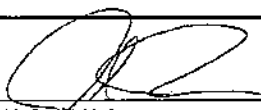
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
 Name Raymond L. Dozier, MAI
 Company Name Dozier Appraisal Company
 Company Address 73-350 El Paseo, Suite 206, Palm Desert, Ca
92260
 Telephone Number (760) 776-4200
 Email Address Email: dozierappraisal@dc.rr.com
 Date of Signature and Report September 29, 2010
 Effective Date of Appraisal 9/23/10
 State Certification # AG004590
 or State License # _____
 or Other (describe) _____ State # _____
 State Ca
 Expiration Date of Certification or License 11/27/2010

ADDRESS OF PROPERTY APPRAISED

1254 Mary Fleming Circle
Palm Springs, Ca 92262

APPRAISED VALUE OF SUBJECT PROPERTY \$ 1,050,000

LENDER/CLIENT

Name Edward Bayuk
 Company Name Bayuk Properties, LLC
 Company Address 59 damonte Ranch Parkway #B335, Reno, NV
89521
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☒ Did inspect exterior of subject property from street
 Date of Inspection 9/23/10
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- ☒ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

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Uniform Residential Appraisal Report

Order Appraisal Co.
File # SL10-59/Mary Fleming

FEATURE		SUBJECT		COMPARABLE SALE #4		COMPARABLE SALE #5		COMPARABLE SALE #6	
Address		1254 Mary Fleming Circle Palm Springs, Ca 92262		1437 Culver Place Palm Springs, Ca 92262		3035 Arroyo Seco Palm Springs, Ca 92262		1065 Bella Palm Springs, Ca 92262	
Proximity to Subject		0.11 miles W		4.27 miles S		4.23 miles S			
Sale Price		\$ N/A		\$ 1,037,500		\$ 755,000		\$ 724,500	
Sale Price/Gross Liv. Area		\$ sq.ft.		\$ 301.60 sq.ft.		\$ 225.31 sq.ft.		\$ 216.20 sq.ft.	
Data Source(s)		MLS# 41360405		MLS# 21405012		MLS# 21395753			
Verification Source(s)		DOC# 576412		Doc# 426316		Doc# 248410			
VALUE ADJUSTMENTS		DESCRIPTION		+(-) \$ Adjustment		DESCRIPTION		+(-) \$ Adjustment	
Sales or Financing Concessions		CASH EQUIV. DOM: 31 days				CASH EQUIV. REO Sale		+200,000	
Date of Sale/Time		4/17/09, -15%		-155,625		9/3/10		6/3/10	
Location		Good		Similar		Similar		Similar	
Leasehold/Free Simple		Fec Simple		Similar		Similar		Similar	
Site		15,246 Sf.		16,998 Sf.		21,780 Sf.		20,473 Sf.	
View		Mtns.		Similar		Similar		Similar	
Design (Style)		Ranch		Similar		Similar		Similar	
Quality of Construction		Good		Similar		Similar		Similar	
Actual Age		10 / 5 Effective		10/ Similar		4/ 2 Effective		4/ 2 Effective	
Condition		Good		Similar		Similar		Inferior	
Above Grade		Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths	
Room Count		7 3 2.5		7 3 3.5		8 4 3.5		7 3 3.5	
Gross Living Area		3,079 sq.ft.		3,440 sq.ft.		3,351 sq.ft.		3,351 sq.ft.	
Basement & Finished Rooms Below Grade		N/A		N/A		N/A		N/A	
Functional Utility		Average/Typical		Similar		Similar		Similar	
Heating/Cooling		HVAC		Similar		Similar		Similar	
Energy Efficient Items		Average/Typical		Similar		Similar		Similar	
Garage/Carport		3 - Attached		Similar		2 - Attached		+10,000	
Porch/Patio/Deck		Yes		Similar		Similar		Similar	
Fireplaces		1 FP		3 FP		-12,000		Similar	
Pool & Spa		Yes		Similar		Similar		Similar	
Upgrades		Yes		No		+150,000		No	
Net Adjustment (Total)				-81,275		294,600		327,965	
Adjusted Sale Price of Comparables		Net Adj. 7.8 %		Gross Adj. 38.7 %		Net Adj. 39.0 %		Gross Adj. 65.2 %	
				956,225		1,049,600		1,052,465	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).									
ITEM		SUBJECT		COMPARABLE SALE #4		COMPARABLE SALE #5		COMPARABLE SALE #6	
Date of Prior Sale/Transfer		No Prior Sales		No Prior Sales In		3/3/10		3/30/10	
Price of Prior Sale/Transfer		In The Last 3 Years		The Past 12 Months		\$811,588		\$722,500	
Data Source(s)		MLS/County Records		MLS/County Records		MLS/County Records		MLS/County Records	
Effective Date of Data Source(s)		Current		Current		Current		Current	
Analysis of prior sale or transfer history of the subject property and comparable sales The previous transaction for comparables sales #5 and #6 is in form of a foreclosure; not an actual sale.									
Analysis/Comments The differences between the subject and the comparables are reflected in the adjustment grid above. All of the comparable sales are located within the subject's immediate neighborhood. They all are single family detached homes with similar gross living areas, amenities and features. Comparable sales #3 and #4 are older sales from Colony El Mirador that occurred in late 2009; the appraiser made a downward adjustment of 15% for the continued negative market conditions. Comparable sales #5 and #6 are both REO sales, an upward adjustment of \$200,000 was applied to both sales for selling under duress. The comparables price per square foot ranges from \$216.20 to \$352.86. Gross living area adjustments are based on \$160.00 P.S.F. The subject property has an effective age of 5 years, comparable sales #2 and #3 are newer than the subject therefore downward adjustments were made for the difference in "effective" age (adjustments based on 1% per year). Fireplaces were given \$6,000. Bathrooms were given \$9,500. Garages were given \$10,000 per full car garage. Subject property has been extensively upgraded throughout the years, consequently an upward adjustment of \$150,000 was applied to all the comparable sales. Verification of sales and upgrades were taken from MLS and Sales agents. All comparables utilized in this report were the most similar, recent, relevant comparables at the time of the inspection in the immediate market area and best reflect the subject and its value.									

Freddie Mac Form 70 March 2005

Fannie Mae Form 1004 March 2005

Form 1004 (AC) — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Lippes.PAM0004473

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Additional Listings

Dozier Appraisal Co.
File # SL10-59/Mary Fleming

FEATURE	SUBJECT	LISTING # 1	LISTING # 2	LISTING # 3
Address	1254 Mary Fleming Circle Palm Springs, Ca 92262	1302 Colony Way Palm Springs, Ca 92262	3059 Monte Azul Palm Springs, Ca 92264	
Proximity to Subject		0.07 miles NW	4.33 miles S	
List Price	\$ N/A	\$ 999,500	\$ 900,900	\$
List Price/Gross Liv. Area	\$ sq.ft.	\$ 258.94 sq.ft.	\$ 287.46 sq.ft.	\$ sq.ft.
Last Price Revision Date	N/A			
Data Source(s)		MLS# 21388194	MLS# 41392219	
Verification Source(s)		Doc# 1064642	Doc# 667674	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION
Sales or Financing				
Concessions				
Days on Market		252 days	210 days	
Location	Good	Similar	Similar	
Leasehold/Fee Simple	Fee Simple	Similar	Similar	
Site	15,246 Sf.	15,246 Sf.	14,810 Sf.	
View	Mtns.	Similar	Similar	
Design (Style)	Ranch	Similar	Similar	
Quality of Construction	Good	Similar	Similar	
Actual Age	10 / 5 Effective	Similar	2/ 1 Effective	-27,027
Condition	Good	Similar	Inferior	+75,000
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths
Room Count	7 3 2.5	8 5 3.5	8 4 4.5	
Gross Living Area	3,079 sq.ft.	3,860 sq.ft.	3,134 sq.ft.	-8,800 sq.ft.
Basement & Finished	N/A	N/A	N/A	
Rooms Below Grade	N/A	N/A	N/A	
Functional Utility	Average/Typical	Similar	Similar	
Heating/Cooling	HVAC	Similar	Similar	
Energy Efficient Items	Average/Typical	Similar	Similar	
Garage/Carport	3 - Attached	2 - Attached	2 - Attached	+10,000
Porch/Patio/Deck	Yes	Similar	Similar	
Pool & Spa	Yes	Similar	Similar	
Fireplaces	1 FP	Similar	Similar	
Upgrades	Yes	No	No	+150,000
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 25,540	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 180,173	<input type="checkbox"/> + <input type="checkbox"/> - \$
Adjusted List Price		Net 2.6 %	Net 20.0 %	Net %
of Comparables		Gross 29.5 % \$ 1,025,040	Gross 32.2 % \$ 1,081,073	Gross % \$
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).				
ITEM	SUBJECT	LISTING # 1	LISTING # 2	LISTING # 3
Date of Prior Sale/Transfer	No Prior Sales	No Prior Sales	No prior sales	
Price of Prior Sale/Transfer	In The Last 3 Years	In The Past 12 Months	In the last 12 Months	
Data Source(s)	MLS/County Records	MLS/County Records	MLS/County Records	
Effective Date of Data Source(s)	Current	Current	Current	
Comments: No prior sales or transfers were found for the above listings.				
Comparable listing #1 is within Colony El Mirador and is significantly bigger than the subject; downward adjustments were made for gross living area.				
Comparable #2 is within a competing development and is newer than the subject; downward adjustments were applied for the difference in age.				
Comparable listing #2 also has a few items unfinished (i.e. flooring & fixtures) and is being sold "as is", consequently the appraiser made an upward adjustment of \$75,000 for its inferior condition.				

Supplemental Addendum

File No. SL10-59/Mary Fleming

Owner	Bayuk Properties, LLC		
Property Address	1254 Mary Fleming Circle		
City	Palm Springs	County	Riverside
		State	Ca
Appraiser	Raymond L. Dozier, MAI		
		Zip Code	92262

DATE OF INSPECTION:

9/23/10

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: SUMMARY APPRAISAL REPORT**PURPOSE, FUNCTION, AND SCOPE OF THE APPRAISAL:**

This is a Summary Appraisal Report intended for use by the lender/client and/or their assigns for a portfolio management only. This report is not intended for any other use. This Summary Appraisal Report is intended to comply with reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice (USPAP). As such it presents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of the discussion contained in this report is specific to the needs of the client and for the intended use stated in the report. The appraiser is not responsible for unauthorized use of this report.

The appraiser's investigation and field analysis of the area and neighborhood trends which include a sufficient number of pertinent comparable sales, active listings and any land sales, enabled the appraiser to establish and estimate the market value of the subject property.

The scope of this assignment does not include any attempt at discovery (or reporting) of potentially adverse neighborhood influences such as, but not limited to: nearby criminal activity, registered sex offenders, or interim rehabilitative facilities for felonious offenders.

This appraisal is not a home inspection and the appraiser is not acting as a home inspector when preparing the report. The borrower has the right to have the home inspected by a professional home inspector. When performing the inspection of this property, the appraiser visually observed areas that were readily accessible. The appraiser is not required to disturb or move anything that obstructs access or visibility. The inspection does not offer warranties or guarantees of any kind.

Any additions are assumed to be legally permitted and the appraiser reserves the right to amend the final value if found otherwise.

Attics and crawlspaces are not part of the appraiser's complete visual inspection. Consequently, the appraisal does not address quality or condition issues related to attic or crawlspace areas.

The data for the comparables utilized in this appraisal report was verified with two or more of the following sources: MLS-Multiple Listing Service, Title Co., Experian, MetroScan, local Real Estate Brokers, Title Companies and the buyers, sellers and/or agents for the buyers and sellers. Some comparables photos were taken from MLS.

REASONABLE EXPOSURE TIME FOR SUBJECT PROPERTY:

Reasonable Exposure time is the estimated length of time a property being appraised would have been offered on the market prior to the hypothetical consummation of a sale, at market value, on the effective date of the appraisal. It is a retrospective estimate based upon an analysis of past events assuming a competitive and open market.

Per a review of sales and listing data information, including, but not limited to, the local Multiple Listing Service, the reasonable estimated exposure time for subject property as of the valuation is four to six months, if priced competitively.

Also, the reader will note the appraiser estimated a marketing time to sell this property after the date of this appraisal at 10 to 12 months. Consequently, due to the current negative economic conditions, if the property must be sold prior to this 10 to 12 month exposure period after the date of this appraisal, the sales price would be considered a liquidation value which could be significantly less than the appraisal market value.

SITE VALUE:

Typically, there are three recognized approaches to land or site valuation: Sales Comparison, Extractions, and ground rent capitalization where applicable. There are variations on these basic approaches. For residential site valuation, the direct sales comparison, allocation or extraction are typically the most applicable approaches. The most recent, vacant sites within the subject neighborhood were analyzed and shown below. Site/view/location adjustments are based upon the differences between the estimated market value of the subject lot (as if vacant and available for use) and the estimated market value of the comparable sales (as if vacant and available for use).

Site Value for the subject was determined by the Extraction Method and similar vacant lot sales within similar neighborhoods in Palm Springs and estimated at \$385,000.

While no adverse site conditions or external factors were observed, many site-related issues are beyond the scope of this assignment and the expertise of the appraiser. Unless otherwise noted, standard utility and right-of-way easements are insignificant to value. However, a current locational or boundary survey, which was unavailable to the appraiser, may reveal encroachments, easements, zoning violations, or other matters of interest that could warrant modification of the appraiser's analysis and opinions. This appraisal is not an environmental assessment of the subject property and should not be relied on as such.

Supplemental Addendum

File No. SL10-59/Mary Fleming

Owner	Bavuk Properties, LLC				
Property Address	1254 Mary Fleming Circle				
City	Palm Springs	County	Riverside	State	Ca Zip Code 92262
Appraiser	Raymond L. Dozier, MAI				

IMPROVEMENTS (Additional Features):

Double door entry, solid wood doors, 12" ceilings, recessed lighting, ceiling lights and fans, arched hallways, custom blinds throughout. Kitchen with stainless steel appliances and custom cabinetry, granite counter tops, Miele oven, Thermador stove, Fisher & Paykel double dish washer, Sub Zero fridge, double bread warmer and an island with sink. Fireplace has a granite mantle with custom built-in's. Formal dining room with built-in's, wet bar in living room. Custom built-in entertainment center in family room and custom shelves and desk in office room. Covered patio with outdoor kitchenette.

FINAL RECONCILIATION:

The comparison approach is based on the principle of substitution, which essentially states that a willing buyer will pay no more for a property than the cost of acquiring a similar property of equal functionality. Six closed sales are profiled on the attached URAR form report, as well as two active listings within the subject's immediate neighborhood. All comparable sales used in this report are from within the subject's immediate and competing neighborhoods and are representative of the most recent and comparable sales available. The sales used are adjusted where indicated for salient differences. Information regarding specifics of each comparable sale was taken from MLS-Multiple Listing Service, verified through principals involved where necessary. The sales used are considered reliable indicators of subject's estimated market value as of the date of inspection.

The adjusted range of value in the Sales Comparison Approach is from \$956,225 to \$1,069,450. All sales were analyzed to arrive at estimated market value for subject. The indicated Market Value by the Sales Comparison Approach is \$1,050,000 supported by the Cost Approach at \$1,055,282. The Income Approach was not utilized, as subject is a single family residence and not utilized for income purposes.

Most weight was given to the Sales Comparison Approach, since it is the approach which recognizes the amount of contributory value that the market will pay for the Subject's design features, upgrades and location.

The Estimated "As Is" Market value of the Fee Simple Interest as of the date of 9/23/10 is:

\$1,050,000 (\$341.02/Sf.)

ONE MILLION FIFTY THOUSAND DOLLARS
(REASONABLE EXPOSURE TIME 6-8 MONTHS)

SUPPLEMENTAL CERTIFICATIONS:

I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

In addition, I certify that, to the best of my knowledge and belief, the reported analysis, opinions and conclusions were developed, and this report was prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

As of the date of this report, Raymond L. Dozier, MAI has completed the requirements of the continuing education program of the Appraisal Institute.

Subject Photos

Owner	Barak Properties, LLC						
Property Address	1254 Mary Fleming Circle						
City	Palm Springs	County	Riverside	State	Ca	Zip Code	92262
Appraiser	Raymond L. Butler, MAI						



Subject Front

Sales Price
 Gross Living Area 3,879
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 2.5
 Location
 View
 Site 15,246 SE.
 Quality Good
 Age 18 / 5 Effective



Subject Rear



Subject Street

Subject Photos

Owner	Barak Properties, LLC				
Property Address	1154 Mary Fleming Circle				
City	Palm Springs	County	Riverside	State	Ca Zip Code 92262
Appraiser	Raymond E. Dwyer, MAI				



Form PC502 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Lippes.PAM0004478

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Subject Photos

Owner	Barak Properties, LLC						
Property Address	1254 Mary Fleming Circle						
City	Palm Springs	County	Riverside	State	Ca	Zip Code	92262
Appraiser	Raymond E. Butler, MAI						



Form PCS92 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALARMODE

Lippes.PAM0004479

2173

Subject Photos

Owner	Wend Properties, LLC		
Property Address	1254 Mary Fleming Circle		
City	Palm Springs	County	Riverside
State	Ca	Zip Code	92262
Appraiser	Raymond L. Bender, MAI		



Form PCS002 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALARMODE

Lippes.PAM0004480

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Comparable Photo Page

Owner	Bayak Properties, L.L.C.				
Property Address	1254 Mary Fleming Circle				
City	Palm Springs	County	Riverside	State	Ca Zip Code 92262
Appraiser	Raymond L. Dwyer, MAI				



Comparable 1

1380 E. Tacheva Drive
 Prox. to Subject 6.18 miles S
 Sales Price 900,000
 Gross Living Area 2,846
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 3.5
 Location Similar
 View Similar
 Site 16,117 Sq.
 Quality Similar
 Age 6/ Similar



Comparable 2

3133 Barona Road
 Prox. to Subject 4.48 miles S
 Sales Price 950,000
 Gross Living Area 3,100
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 2.5
 Location Similar
 View Similar
 Site 24,828 Sq.
 Quality Similar
 Age 1/ 1 Effective



Comparable 3

1158 E. El Paseo El Mirador
 Prox. to Subject 0.16 miles W
 Sales Price 1,000,000
 Gross Living Area 2,834
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 3.5
 Location Similar
 View Similar
 Site 20,837 Sq.
 Quality Similar
 Age 11/ Similar

Comparable Photo Page

Owner	Bayak Properties, LLC				
Property Address	1254 Mary Fleming Circle				
City	Palm Springs	County	Riverside	State	Ca
Appraiser	Raymond L. Dwyer, MAI				
				Zip Code	92262



Comparable 4

1437 Culver Place	
Prox. to Subject	6.18 miles W
Sales Price	1,837,500
Gross Living Area	3,440
Total Rooms	7
Total Bedrooms	3
Total Bathrooms	3.5
Location	Similar
View	Similar
Site	16,998 SF.
Quality	Similar
Age	19/ Similar



Comparable 5

3835 Azusa Secs	
Prox. to Subject	4.27 miles S
Sales Price	755,800
Gross Living Area	3,351
Total Rooms	8
Total Bedrooms	4
Total Bathrooms	3.5
Location	Similar
View	Similar
Site	21,789 SF.
Quality	Similar
Age	4/ 2 Effective



Comparable 6

3845 Bella	
Prox. to Subject	4.25 miles S
Sales Price	724,500
Gross Living Area	3,351
Total Rooms	7
Total Bedrooms	3
Total Bathrooms	3.5
Location	Similar
View	Similar
Site	20,473 SF.
Quality	Similar
Age	4/ 2 Effective

Listing Photo Page

Owner	Bayuk Properties, LLC				
Property Address	1254 Mary Fleming Circle				
City	Palm Springs	County	Riverside	State	Ca Zip Code 92262
Appraiser	Raymond L. Dozier, MAI				



Listing 1

1302 Colony Way
 Proximity to Subject 0.07 miles NW
 List Price 999,500
 Days on Market 252 days
 Gross Living Area 3,860
 Total Rooms 8
 Total Bedrooms 5
 Total Bathrooms 3.5
 Age Similar



Listing 2

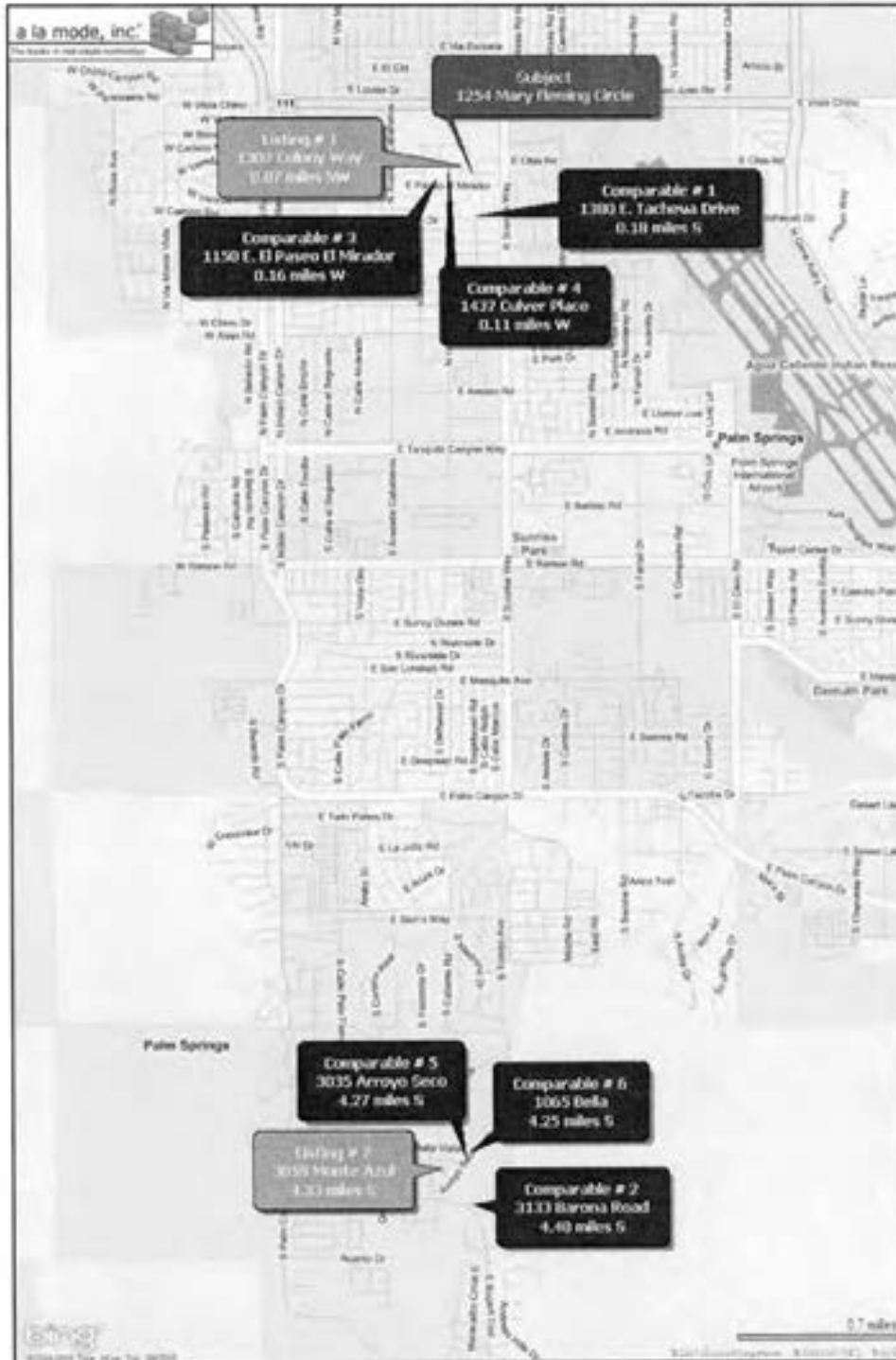
3059 Monte Azul
 Proximity to Subject 4.33 miles S
 List Price 900,900
 Days on Market 210 days
 Gross Living Area 3,134
 Total Rooms 8
 Total Bedrooms 4
 Total Bathrooms 4.5
 Age 2/1 Effective

Listing 3

Proximity to Subject
 List Price
 Days on Market
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Age

Location Map

Owner	Barrick Properties, LLC				
Property Address	1254 Mary Fleming Circle				
City	Palm Springs	County	Riverside	State	CA
Zip Code	92262				
Appraiser	Raymond E. Butler, MAI				



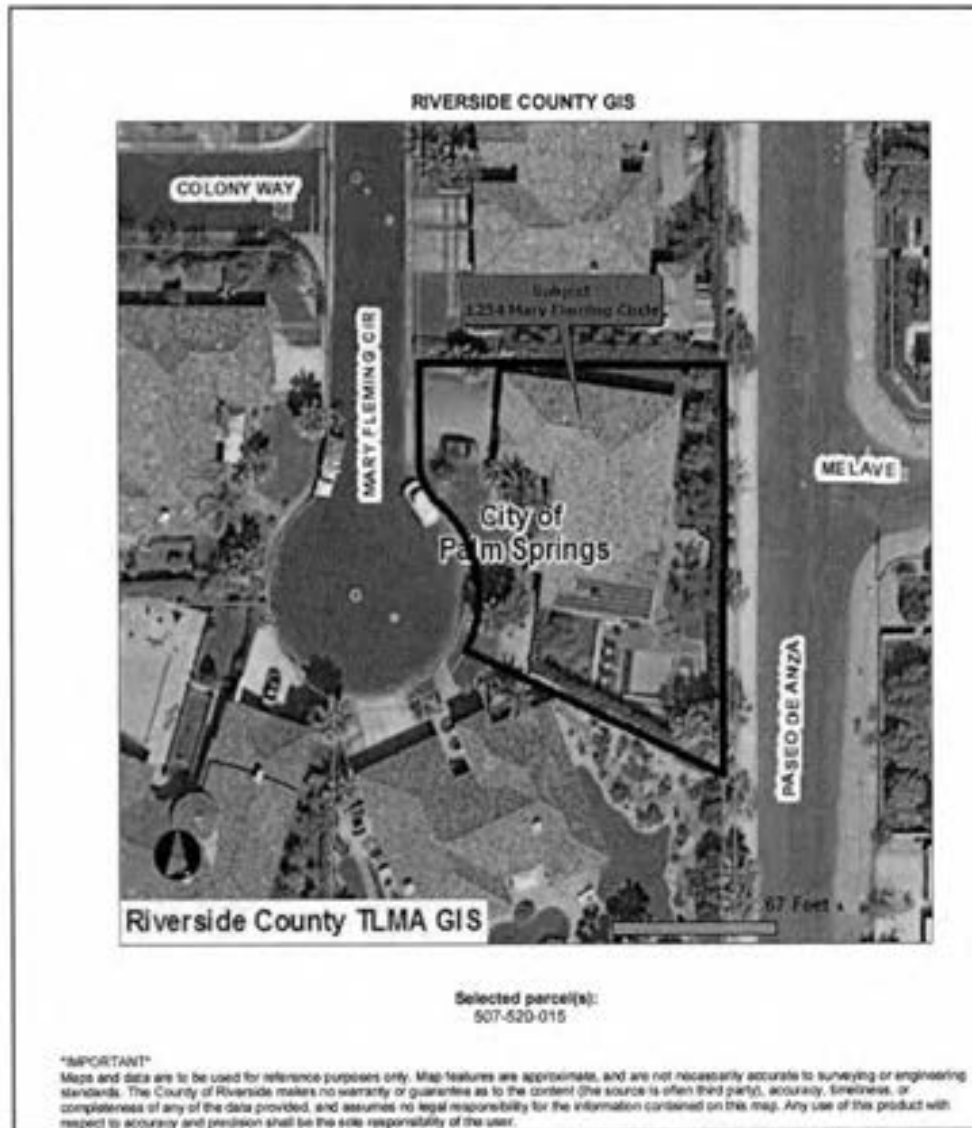
Form MAP 1.0C — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Lippes.PAM0004485

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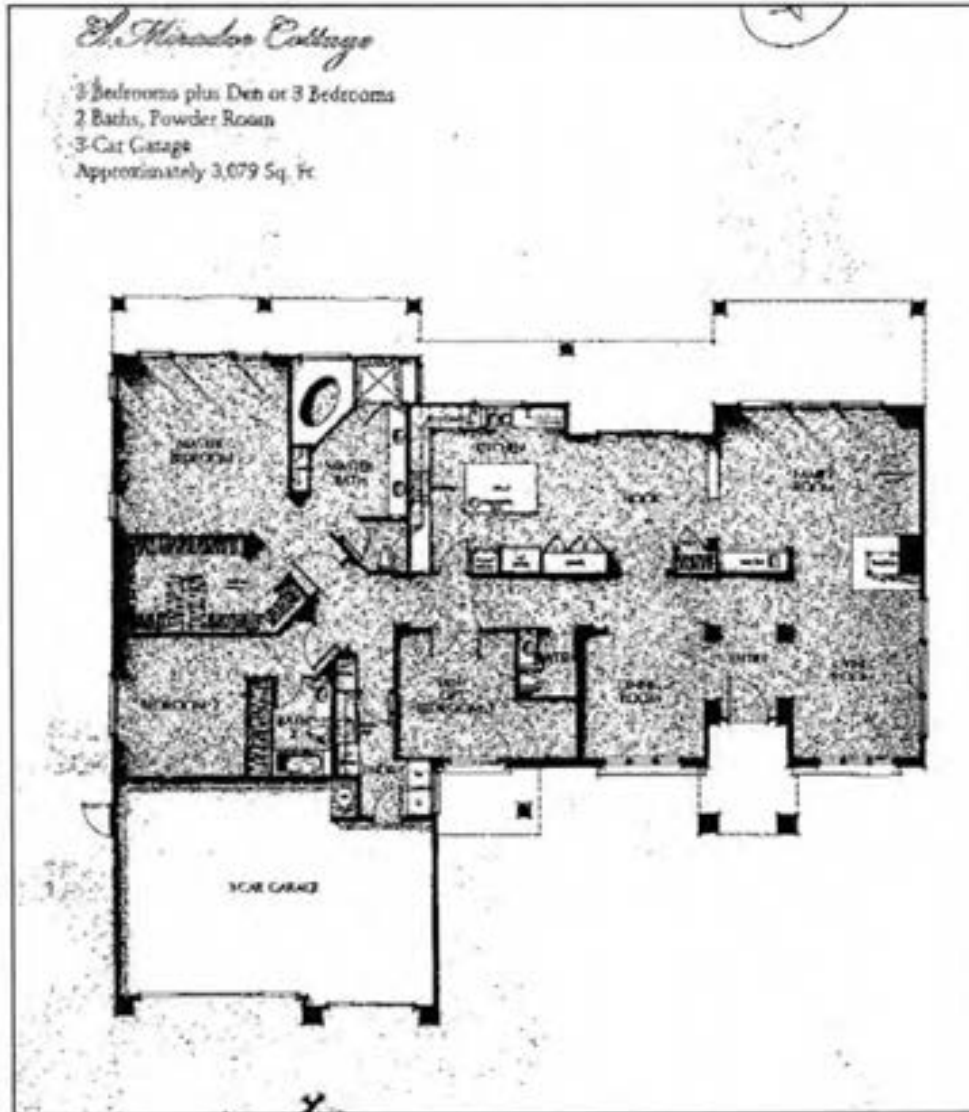
Aerial Map

Owner	Bayak Properties, LLC			
Property Address	1254 Mary Fleming Circle			
City	Palm Springs	County	Riverside	State Ca Zip Code 92262
Appraiser	Raymond E. Butler, MAI			



Building Sketch

Owner	Bazak Properties, LLC				
Property Address	1254 Mary Fleming Circle				
City	Palm Springs	County	Riverside	State	Ca
Zip Code	92262				
Appraiser	Raymond L. Boker, MAI				



Form MAP LDC — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

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Flood Map

Owner	Bayuk Properties, LLC			
Property Address	1254 Mary Fleming Circle			
City	Palm Springs	County	Riverside	State Ca Zip Code 92262
Appraiser	Raymond L. Dozier, MAI			



Flood Insights test results for :

1254 MARY FLEMING CIR, PALM SPRINGS, CA 92262
 Geocoding Accuracy: S5 - Matched to Street Address (Best)

Flood Zone Determinations

Test Description

SFHA (Flood Zone) Within 250 feet of multiple flood zones?
 Out No

Zone	Community	Community Name	Panel	Panel Date	Cobra Map Number
X	060257	PALM SPRINGS, CITY OF	1559G	August 28, 2008	OUT 06065C1559G
FIPS Code			Census Tract		
06065			0446.02		

Copyright 2000, First American Flood Data Services. All rights reserved.

What's This?

FloodMap Legend

Flood Zones

- Areas inundated by 500-year flooding
- Areas outside of the 100- and 500-year floodplains
- Areas inundated by 100-year flooding
- Areas inundated by 100-year flooding with velocity hazard
- Floodway areas
- Floodway areas with velocity hazard
- Areas of undetermined but possible flood hazard
- Areas not mapped on any published FFGs

Copyright 2005, CBS Business Mapping. All rights reserved.

Display Layer	On/Off
Flood Zone Determinations	<input checked="" type="checkbox"/>
ReDraw Map	<input type="button" value=""/>

Note: Some map information may not appear as zoom level changes.

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accepting this product. No third party is authorized to use or rely on this Report for any purpose. NEITHER FIRST AMERICAN FLOOD DATA SERVICES NOR THE SELLER OF THIS REPORT MAKES ANY REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither TFHC nor the seller of this Report shall have any liability to any third party for any use or misuse of this Report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.


APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 1254 Mary Fleming Circle, Palm Springs, Ca 92262

APPRAISER:

Signature: 
 Name: Raymond C. Dozier, MAI
 Date Signed: September 29, 2010
 State Certification #: AG004590
 or State License #: _____
 State: Ca
 Expiration Date of Certification or License: 11/27/2010

SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

☐ Did ☐ Did Not Inspect Property

Lippes.PAM0004490

2184

Real Estate Appraisers License

Owner	Bayuk Properties, LLC			
Property Address	1254 Mary Fleming Circle			
City	Palm Springs	County	Riverside	State Ca Zip Code 92262
Appraiser	Raymond L. Dozier, MAI			



	
STATE OF CALIFORNIA Business, Transportation & Housing Agency OFFICE OF REAL ESTATE APPRAISERS REAL ESTATE APPRAISER LICENSE	
OREA APPRAISER IDENTIFICATION NUMBER	AG004590
RAYMOND L. DOZIER	
has successfully met the requirements for a license as a general real estate appraiser in the State of California and is, therefore, entitled to use the title "Certified General Real Estate Appraiser".	
This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.	
OFFICE OF REAL ESTATE APPRAISERS 	
Date Issued: November 28, 2008 Date Expires: November 27, 2010	
Audit No. 112673	
THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE - SAFE AND VERIFY FIRST	

Exhibit 28

APPRAISAL OF REAL PROPERTY

AS OF 9/23/10



LOCATED AT

1254 Mary Fleming Circle
Palm Springs, Ca 92262
.35 Ac In lot 6Mb 284/012 Tr 29075

FOR

Bayuk Properties, LLC
Attn: Edward Bayuk
59 Damonte Ranch Parkway #B 335
Reno, NV 89521

AS OF

9/23/10

BY

Raymond L. Dozier, MAI
Dozier Appraisal Company
73-350 El Paseo, Suite 206
Palm Desert, Ca 92260
(760) 776-4200
Email: dozierappraisal@dc.rr.com
Website: www.dozierappraisal.com

Owner	Bayuk Properties, LLC			File No.	SL10-59/Mary Fleming
Property Address	1254 Mary Fleming Circle				
City	Palm Springs	County	Riverside	State	Ca Zip Code 92262
Appraiser	Raymond L. Dozier, MAI				

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Dozier Appraisal Company
73-350 El Paseo, Suite 206
Palm Desert, Ca 92260
Email: dozierappraisal@dc.rr.com

September 23, 2010

Bayuk Properties, LLC
59 Damonte Ranch Parkway #B 335
Reno, NV 89521

Re: Property: 1254 Mary Fleming Circle
Palm Springs, Ca 92262
Owner: Bayuk Properties, LLC
File No.: SL10-59/Mary Fleming

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of this appraisal is to estimate the "As Is" Market Value as of 9/23/10 of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached, page 26.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led to the conclusion that the "As Is" Market Value as of 9/23/10 is:

\$1,050,000 (\$341.02/SL)

ONE MILLION FIFTY THOUSAND DOLLARS

Sincerely,



Raymond L. Dozier, MAI
State Certified General Real Estate Appraiser
Ca. Cert. No. AG004590

MORABITO (341).002517

SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	1254 Mary Fleming Circle
	Legal Description	.35 Ac In lot 6Mb 284/012 Tr 29075
	City	Palm Springs
	County	Riverside
	State	Ca
	Zip Code	92262
	Census Tract	446.02
	Map Reference	756-F6
SALES PRICE	Sale Price	\$ N/A
	Date of Sale	N/A
CLIENT	Owner	Bayuk Properties, LLC
	Appraiser	Raymond L. Dozier, MAI
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	3,079
	Price per Square Foot	\$ 341.02
	Location	Good
	Age	10
	Condition	Good
	Total Rooms	7
	Bedrooms	3
	Baths	2.5
APPRAISER	Appraiser	Raymond L. Dozier, MAI
	Date of Appraised Value	9/23/10
VALUE	Opinion of Value	\$ 1,050,000

Form SSD2 LT — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

MORABITO (341).002518

Uniform Residential Appraisal Report

Dozier Appraisal Co.
File # SL10-59/Mary Fleming

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address: 1254 Mary Fleming Circle City: Palm Springs State: Ca Zip Code: 92262
 Borrower: N/A Owner of Public Record: Bayuk Properties, L.L.C. County: Riverside
 Legal Description: .35 Ac In Lot 6 Mb 284/012 Tr 29075
 Assessor's Parcel #: 507-520-015 Tax Year: 2000 R.E. Taxes: \$ 7,110
 Neighborhood Name: Colony El Mirador Map Reference: 756-F6 Census Tract: 446.02
 Occupant: ☒ Owner ☐ Tenant ☐ Vacant Special Assessments: \$ 0 ☒ PUD HOA \$ 140.00 ☐ per year ☒ per month
 Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other (describe):
 Assignment Type: ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe):
 Lender/Client: Bayuk Properties, L.L.C. Address: 59 diamonds Ranch Parkway #B335, Reno, NV 89521
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☐ Yes ☒ No
 Report date source(s) used, offering price(s), and date(s): N/A

CONTRACT
☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. N/A
 Contract Price: \$ N/A Date of Contract: N/A Is the property seller the owner of public record? ☐ Yes ☐ No Data Source(s):
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No
 If Yes, report the total dollar amount and describe the items to be paid. N/A

NEIGHBORHOOD
 Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %	
Location	Property Values	PRICE	AGE	One-Unit	100 %		
<input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural	<input type="checkbox"/> Increasing <input type="checkbox"/> Stable <input checked="" type="checkbox"/> Declining						
Buy-Up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply: <input type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input checked="" type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	%		
Growth: <input type="checkbox"/> Rapid <input type="checkbox"/> Stable <input checked="" type="checkbox"/> Slow	Marketing Time: <input type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input checked="" type="checkbox"/> Over 6 mths	195	Low	4	Multi-Family	%	
Neighborhood Boundaries: Subject property is within Colony El Mirador, which is surrounded by E. Chia Rd. to the North, N. Paseo de Anza to the East, E. Paseo El Mirador to the South, & N. Ave. Caballeros to the West.		1 MIL.	High	58	Commercial	%	
Neighborhood Description: Subject property is in a neighborhood comprised of average to good quality homes and is located within a private gated community comprised of good quality single family detached homes offering similar amenities as competitive developments nearby. Subject is within 10-20 minutes of Shopping Centers, Restaurants, Hotels, Employment and School facilities. Public park within 2 miles. Freeway is within 2 miles North. Market Conditions (including support for the above conclusions): The U.S. as well as several other developed countries have been in a recession since 12/07. In addition, there is a global capital crisis (credit crunch) that is expected to begin easing the 4th quarter of 2010. Current recession is expected to last another 12-24 months. Desert area MLS reports an average total of 150 days of marketing time for similar residences during the past 12 months.		440	Med.	30	Other	%	

 Dimensions: See attached plat map on page 22. Area: 15,246 SF. Shape: Roughly Square View: Mtns.
 Specific Zoning Classification: R01 Zoning Description: Res. Single Family Residences
 Zoning Compliance: ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe):
 Is the highest and best use of subject property as improved for as proposed per plans and specifications the present use? ☒ Yes ☐ No If No, describe:

SITE
 Utilities: Public ☒ Other (describe):
 Electricity: ☒ S.C.E. Water: Public ☒ C.V.W.D. Off-site Improvements - Type: Street Asphalt ☒ Private
 Gas: ☒ GAS CO. Sanitary Sewer: ☒ C.V.W.D. Alley: None ☐
 FEMA Special Flood Hazard Area: ☐ Yes ☒ No FEMA Flood Zone: X FEMA Map #: 06065C159G FEMA Map Date: 8/28/08
 Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe:
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe:
 Subject is a typical size lot with mountain views. Backyard faces East. No apparent adverse easements or encroachments noted at the time of inspection.

IMPROVEMENTS

General Description		Foundation		Exterior Description		Materials/Condition		Interior		Materials/Condition	
Units: <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	Concrete Slab <input checked="" type="checkbox"/> Craw Space	Foundation Walls: Concrete/Good	Floors: Hardwood/Good								
# of Stories: 1	Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls: Stucco/Good	Walls: Drywall/Good								
Type: <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/End Unit	Basement Area: N/A sq ft	Roof Surface: Concrete-tile/Good	Trim/Finish: Wood/Good								
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish: N/A	Gutters & Downspouts: None	Bath Floor: Tile/Good								
Design (Style): Ranch	Outside Entry/Exit: <input type="checkbox"/> Sump Pump	Window Type: Dual Pane/Good	Bath Wainscot: Tile/Good								
Year Built: 2000	Evidence of: <input type="checkbox"/> Infestation <input type="checkbox"/> Unknown	Storm Sash/Insulated: Metal/Wood/Good	Car Storage: <input type="checkbox"/> None								
Effective Age (Yrs): 5	Campuses: <input type="checkbox"/> Settlement	Screens: Good	Driveway: # of Cars: 3								
A/C: <input checked="" type="checkbox"/> None <input type="checkbox"/> Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant		Amalgams: <input type="checkbox"/> Woodstove(s) #	Driveway Surface: Concrete								
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs <input type="checkbox"/> Other	Fire: <input type="checkbox"/> Fireplace(s) #	<input checked="" type="checkbox"/> Fence: Brick	Garage: # of Cars: 3								
Floor: <input type="checkbox"/> Scuffie <input type="checkbox"/> Cooling <input type="checkbox"/> Central Air Conditioning	Pool & Spa: <input checked="" type="checkbox"/> Pool & Spa	Patio/Deck: Covrd	Carport: # of Cars								
<input type="checkbox"/> Finished <input type="checkbox"/> Heated <input type="checkbox"/> Individual <input type="checkbox"/> Other	Other: Fire Pit	Other: Fire Pit	Att. <input type="checkbox"/> Det. <input type="checkbox"/> Built-in								

 Appliances: ☒ Refrigerator ☒ Range/Oven ☒ Dishwasher ☒ Disposal ☒ Microwave ☒ Washer/Dryer ☒ Other (describe): Double dishwasher, Wine Cooler
 Finished area above grade contains: 7 Rooms 3 Bedrooms 2.5 Bath(s) 3,079 Square Feet of Gross Living Area Above Grade
 Additional features (special energy efficient items, etc.): See attached addenda, page 13.
 Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.): All improvements are in average condition. Overall condition is considered good when compared to its competition.
 Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe:
 Does the property generally conform to the neighborhood functional utility, style, condition, use, construction, etc.? ☒ Yes ☐ No If No, describe:

MORABITO (341).002519

Uniform Residential Appraisal Report

Drozer Appraisal Co.
File # SL10-59/Mary Fleming

There are 1 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 0 to \$ 1,037,500	
There are 1 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 0 to \$ 999,500	
FEATURE	SUBJECT
Address	1254 Mary Fleming Circle Palm Springs, Ca 92262
Proximity to Subject	0.18 miles S
Sale Price	\$ 900,000
Sale Price/Gross L.v. Area	\$ 316.23 sq.ft.
Date Source(s)	MLS# 41379609
Verification Source(s)	Doc# 195166
VALUE ADJUSTMENTS	DESCRIPTION
Sales or Financing Concessions	Cash Equiv. DOM: 256 days
Date of Sale/Time	4/28/10
Location	Good Similar
Leasehold/Fee Simple	Fee Simple Similar
Site	15,246 Sf. 15,117 Sf.
View	Mtns. Similar
Design (Style)	Ranch Similar
Quality of Construction	Good Similar
Actual Age	10 / 5 Effective 6/ Similar
Condition	Good Similar
Above Grade	Total Bdrms. Baths 7 3 2.5 7 3 3.5
Room Count	7 3 2.5 7 3 3.5
Gross Living Area	3,079 sq.ft. 2,846 sq.ft.
Basement & Finished Rooms Below Grade	N/A N/A
Functional Utility	Average/Typical Similar
Heating/Cooling	HVAC Similar
Energy Efficient Items	Average/Typical Similar
Garage/Carport	3 - Attached Similar
Porch/Patio/Deck	Yes Similar
Fireplaces	1 FP 2 FP
Pool & Spa	Yes Similar
Upgrades	Yes No
Net Adjustment (Total)	\$ 169,450
Adjusted Sale Price	\$ 1,069,450
Gross Adj.	22.3 %
<input checked="" type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain Desert Area MLS/County Records	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data Source(s) Desert Area MLS/County Records/Metroscan	
My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.	
Data Source(s) Desert Area MLS/County Records/Metroscan	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).	
ITEM	SUBJECT
Date of Prior Sale/Transfer	No Prior Sales
Price of Prior Sale/Transfer	In The Last 3 Years
Data Source(s)	MLS/County Records
Effective Date of Data Source(s)	Current
Analysis of prior sale or transfer history of the subject property and comparable sales No prior sales or transfers were found for the subject in the past 3 years, or the comparable sales in the past 12 months.	
Summary of Sales Comparison Approach See comments on page 10.	
Indicated Value by Sales Comparison Approach \$ 1,050,000	
Indicated Value by: Sales Comparison Approach \$ 1,050,000 Cost Approach (if developed) \$ 1,055,282 Income Approach (if developed) \$ N/A	
Most weight is given to the Sales Comparison Approach as it is considered the most reliable in determining the estimated Market Value for the subject, supported by the Cost Approach. The Income Approach is not applicable as the subject is not an income property.	
This appraisal is made <input checked="" type="checkbox"/> "as is" <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. This appraisal report is intended for use only by Bayak Properties, LLC. Use of this report by other is not intended by the appraiser. See additional comments in addendum.	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 1,050,000 as of 9/23/10, which is the date of inspection and the effective date of this appraisal.	

Uniform Residential Appraisal Report

Dozier Appraisal Co.
File # SL10-59/Mary Fleming

ADDITIONAL COMMENTS

*The scope of this assignment is specific to the needs of the lender, the client and only intended user. All other parties that choose to rely on the appraisal report should recognize that the assignment results were not developed or reported in a manner consistent with the needs or uses of parties other than those identified by the intended user.

*Replacement cost figures used in the cost approach are for valuation purposes only. No one, client or third party, should rely on these figures for insurance purposes. The definition of market value used on page four of this report is not a definition of insurable value, and must not be interchanged. Actual reproduction costs can possibly exceed the replacement cost figures used in this appraisal.

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) Similar Lot Sales:

1) 651 E. Paseo El Mirador, Palm Springs - 0.37 Acres SOLD 5/13/10 \$320,000

2) 644 N. High Road, Palm Springs - 0.37 Acres SOLD 8/23/10 \$355,000

COST APPROACH

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$	385,000
Source of cost data: Marshall & Swift Residential Cost Handbook	DWELLING	3,079 Sq. Ft. @ \$	168.21 = \$ 517,919
Quality rating from cost service: Excellent Effective date of cost data: 9/20/10		N/A Sq. Ft. @ \$	= \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.):	Appliances, FP, Outdoor Kitchenette, Pool & Spa	= \$	105,250
REPLACEMENT COST DATA FROM MARSHALL AND SWIFT COST HANDBOOK, MODIFIED FOR LOCAL REQUIREMENTS &	Garage/Carport	708 Sq. Ft. @ \$	40.48 = \$ 28,660
CONDITIONS, THE RATIO OF THE ESTIMATED SITE VALUE TO	Total Estimate of Cost-New	= \$	651,829
THE ESTIMATED MARKET VALUE FALLS WITHIN THE TYPICAL	Less: Physical Functional External		
RANGE FOR COMPETING OR SUBSTITUTE PROPERTIES, SITE	Depreciation	54,297	= \$ 54,297
VALUE IS ESTIMATED FROM SALES OF SIMILAR VACANT	Depreciated Cost of Improvements	= \$	597,532
RESIDENTIAL SITES IN THE SUBJECT NEIGHBORHOOD.	"As-is" Value of Site Improvements	= \$	58,250
Estimate Remaining Economic Life (HUD and VA only) 55 Years	Outdoor Fountain & Firepit	= \$	14,500
	INDICATED VALUE BY COST APPROACH	= \$	1,055,282

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ N/A X Gross Rent Multiplier = \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☒ No Unit type(s) ☒ Detached ☐ Attached

Provides the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

MORABITO (341).002521

2193

Uniform Residential Appraisal Report

Doder Appraisal Co.
File # SL10-59/Mary Fleming

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

Dozier Appraisal Co.
File # SL10-59/Mary Fleming**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

MORABITO (341).002523

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Uniform Residential Appraisal Report

Dozier Appraisal Co.
File # SL10-59/Mary Fleming

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

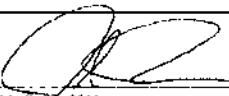
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
 Name Raymond L. Dozier, MAI
 Company Name Dozier Appraisal Company
 Company Address 73-350 El Paseo, Suite 206, Palm Desert, Ca
92260
 Telephone Number (760) 776-4200
 Email Address Email: dozierappraisal@dcrr.com
 Date of Signature and Report September 29, 2010
 Effective Date of Appraisal 9/23/10
 State Certification # AG004590
 or State License # _____
 or Other (describe) _____ State # _____
 State Ca
 Expiration Date of Certification or License 11/27/2010

ADDRESS OF PROPERTY APPRAISED

1254 Mary Fleming Circle
Palm Springs, Ca 92262

APPRAISED VALUE OF SUBJECT PROPERTY \$ 1,050,000

LENDER/CLIENT

Name Edward Bayuk
 Company Name Bayuk Properties, LLC
 Company Address 59 damonte Ranch Parkway #B335, Reno, NV
89521
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☒ Did inspect exterior of subject property from street
 Date of Inspection 9/23/10
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- ☒ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

MORABITO (341).002524

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Uniform Residential Appraisal Report

Dozier Appraisal Co.
File # SL10-59/Mary Fleming

FEATURE	SUBJECT	COMPARABLE SALE #4	COMPARABLE SALE #5	COMPARABLE SALE #6
Address	1254 Mary Fleming Circle Palm Springs, Ca 92262	1437 Culver Place Palm Springs, Ca 92262	3035 Arroyo Seco Palm Springs, Ca 92262	1065 Bella Palm Springs, Ca 92262
Proximity to Subject		0.11 miles W	4.27 miles S	4.25 miles S
Sale Price	\$ N/A	\$ 1,037,500	\$ 755,000	\$ 724,500
Sale Price/Gross Liv. Area	\$ sq.ft. N/A	\$ 301.60 sq.ft.	\$ 225.31 sq.ft.	\$ 216.20 sq.ft.
Data Source(s)	MLS# 41360495	MLS# 21405012	MLS# 21395753	
Verification Source(s)	DOC# 576412	Doc# 426316	Doc# 248410	
VALUE ADJUSTMENTS	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sales or Financing Concessions	Cash Equiv. DDM: 31 days		Cash Equiv. RFO Sale	
Date of Sale/Time	4/17/09, -15%	-155,625	9/3/10	
Location	Good	Similar	Similar	Similar
Leasehold/Fee Simple	Fee Simple	Similar	Similar	Similar
Site	15,246 Sf.	16,998 Sf.	21,780 Sf.	20,473 Sf.
View	Mtns.	Similar	Similar	Similar
Design (Style)	Ranch	Similar	Similar	Similar
Quality of Construction	Good	Similar	Similar	Similar
Actual Age	10 / 5 Effective	10/ Similar	4/ 2 Effective	-15,100
Condition	Good	Similar	Inferior	+50,000
Above Grade	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths
Room Count	7 3 2.5	7 3 3.5	8 4 3.5	7 3 3.5
Gross Living Area	3,079 sq.ft.	3,440 sq.ft.	3,351 sq.ft.	3,351 sq.ft.
Basement & Finished Rooms Below Grade	N/A	N/A	N/A	N/A
Functional Utility	Average/Typical	Similar	Similar	Similar
Heating/Cooling	HVAC	Similar	Similar	Similar
Energy Efficient Items	Average/Typical	Similar	Similar	Similar
Garage/Carport	3 - Attached	Similar	2 - Attached	+10,000
Porch/Patio/Deck	Yes	Similar	Similar	Similar
Fireplaces	1 F.P.	Similar	Similar	Similar
Pool & Spa	Yes	Similar	Similar	Similar
Upgrades	Yes	Similar	Similar	Similar
Ket Adjustment (Total)	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -81,275	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 294,600
Adjusted Sale Price	Net Adj. 7.8 %	Net Adj. 39.0 %	Net Adj. 45.3 %	
of Comparables	Gross Adj. 36.7 %	Gross Adj. 956,225	Gross Adj. 56.3 %	Gross Adj. 1,049,600
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).				
ITEM	SUBJECT	COMPARABLE SALE #4	COMPARABLE SALE #5	COMPARABLE SALE #6
Date of Prior Sale/Transfer	No Prior Sales	No Prior Sales In	3/1/10	3/30/10
Price of Prior Sale/Transfer	In The Last 3 Years	The Past 12 Months	\$811,588	\$722,500
Data Source(s)	MLS/County Records	MLS/County Records	MLS/County Records	MLS/County Records
Effective Date of Data Source(s)	Current	Current	Current	Current
Analysis of prior sale or transfer history of the subject property and comparable sales				
The previous transaction for comparables sales #5 and #6 is in form of a				
foreclosure; not an actual sale.				
Analysis/Comments	The differences between the subject and the comparables are reflected in the adjustment grid above. All of the comparable sales are located within the subject's immediate neighborhood. They all are single family detached homes with similar gross living areas, amenities and features. Comparable sales #3 and #4 are older sales from Colony El Mirador that occurred in late 2009; the appraiser made a downward adjustment of 15% for the continued negative market conditions. Comparable sales #5 and #6 are both RFO sales, an upward adjustment of \$200,000 was applied to both sales for selling under duress. The comparables price per square foot ranges from \$216.20 to \$352.86. Gross living area adjustments are based on \$160.00 P.S.F. The subject property has an effective age of 5 years, comparable sales #2 and #3 are newer, than the subject therefore downward adjustments were made for the difference in "effective" age (adjustments based on 1% per year). Fireplaces were given \$6,000. Bathrooms were given \$9,500. Garages were given \$10,000 per full car garage. Subject property has been extensively upgraded throughout the years, consequently an upward adjustment of \$150,000 was applied to all the comparable sales. Verification of sales and upgrades were taken from MLS and Sales agents. All comparables utilized in this report were the most similar, recent, relevant comparables at the time of the inspection in the immediate market area and best reflect the subject and its value.			

Freddie Mac Form 70 March 2005

Fannie Mae Form 1004 March 2005

Form 1004 (AC) — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALANMODE

MORABITO (341).002525

Additional Listings

Duzier Appraisal Co.
File # SL10-59/Mary Fleming

FEATURE	SUBJECT	LISTING # 1	LISTING # 2	LISTING # 3
Address	1254 Mary Fleming Circle Palm Springs, Ca 92262	1302 Colony Way Palm Springs, Ca 92262	3059 Monte Azul Palm Springs, Ca 92264	
Proximity to Subject		0.07 miles NW	4.33 miles S	
List Price	\$ N/A	\$ 999,500	\$ 900,900	\$
List Price/Gross Liv. Area	\$ sq.ft.	258.94 sq.ft.	287.46 sq.ft.	\$ sq.ft.
Last Price Revision Date	N/A			
Data Source(s)		MLS# 21388194	MLS# 41392219	
Verification Source(s)		Doc# 1064642	Doc# 667674	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(+) \$ Adjust.	DESCRIPTION
Sales or Financing Concessions				DESCRIPTION
Days on Market		252 days		218 days
Location	Good	Similar		Similar
Leasehold/Fee Simple	Fee Simple	Similar		Similar
Site	15,246 Sf.	15,246 Sf.		14,810 Sf.
View	Mtns.	Similar		Similar
Design (Style)	Ranch	Similar		Similar
Quality of Construction	Good	Similar		Similar
Actual Age	10 / 5 Effective	Similar		2 / 1 Effective
Condition	Good	Similar		Inferior
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths
Room Count	7 3 2.5 8 5 3.5		-9,500	8 4 4.5
Gross Living Area	3,079 sq.ft.	3,860 sq.ft.	-124,960	3,134 sq.ft.
Basement & Finished Rooms Below Grade	N/A	N/A		N/A
Functional Utility	Average/Typical	Similar		Similar
Heating/Cooling	HVAC	Similar		Similar
Energy Efficient Items	Average/Typical	Similar		Similar
Garage/Carport	3 - Attached	2 - Attached	+10,000	2 - Attached
Porch/Patio/Deck	Yes	Similar		Similar
Pool & Spa	Yes	Similar		Similar
Fireplaces	1 FP	Similar		Similar
Upgrades	Yes	No	+150,000	No
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 25,540	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 180,173	<input type="checkbox"/> + <input type="checkbox"/> - \$
Adjusted List Price of Comparables		Net 2.6 % Gross 29.5 % \$ 1,025,040	Net 20.0 % Gross 32.2 % \$ 1,081,073	Net % Gross % \$
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).				
ITEM	SUBJECT	LISTING # 1	LISTING # 2	LISTING # 3
Date of Prior Sale/Transfer	No Prior Sales	No Prior Sales	No prior sales	
Price of Prior Sale/Transfer	In The Last 3 Years	In The Past 12 Months	In the last 12 Months	
Data Source(s)	MLS/County Records	MLS/County Records	MLS/County Records	
Effective Date of Data Source(s)	Current	Current	Current	
Comments: No prior sales or transfers were found for the above listings.				
Comparable listing #1 is within Colony El Mirador and is significantly bigger than the subject; downward adjustments were made for gross living area.				
Comparable #2 is within a competing development and is newer than the subject; downward adjustments were applied for the difference in age.				
Comparable listing #2 also has a few items unfinished (i.e. flooring & fixtures) and is being sold "as is", consequently the appraiser made an upward adjustment of \$75,000 for its inferior condition.				

March 2005

Supplemental Addendum

F e No. SL10-59/Mary Fleming

Owner	Bavuk Properties, LLC		
Property Address	1254 Mary Fleming Circle		
City	Palm Springs	County	Riverside
		State	Ca
Appraiser	Raymond L. Dozier, MAI		
		Zip Code	92262

DATE OF INSPECTION: 9/23/10

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: SUMMARY APPRAISAL REPORT**PURPOSE, FUNCTION, AND SCOPE OF THE APPRAISAL:**

This is a Summary Appraisal Report intended for use by the lender/client and/or their assigns for a portfolio management only. This report is not intended for any other use. This Summary Appraisal Report is intended to comply with reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice (USPAP). As such it presents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of the discussion contained in this report is specific to the needs of the client and for the intended use stated in the report. The appraiser is not responsible for unauthorized use of this report.

The appraiser's investigation and field analysis of the area and neighborhood trends which include a sufficient number of pertinent comparable sales, active listings and any land sales, enabled the appraiser to establish and estimate the market value of the subject property.

The scope of this assignment does not include any attempt at discovery (or reporting) of potentially adverse neighborhood influences such as, but not limited to: nearby criminal activity, registered sex offenders, or interim rehabilitative facilities for felonious offenders.

This appraisal is not a home inspection and the appraiser is not acting as a home inspector when preparing the report. The borrower has the right to have the home inspected by a professional home inspector. When performing the inspection of this property, the appraiser visually observed areas that were readily accessible. The appraiser is not required to disturb or move anything that obstructs access or visibility. The inspection does not offer warranties or guarantees of any kind.

Any additions are assumed to be legally permitted and the appraiser reserves the right to amend the final value if found otherwise.

Attics and crawlspaces are not part of the appraiser's complete visual inspection. Consequently, the appraisal does not address quality or condition issues related to attic or crawlspace areas.

The data for the comparables utilized in this appraisal report was verified with two or more of the following sources: MLS-Multiple Listing Service, Title Co., Experian, MetroScan, local Real Estate Brokers, Title Companies and the buyers, sellers and/or agents for the buyers and sellers. Some comparables photos were taken from MLS.

REASONABLE EXPOSURE TIME FOR SUBJECT PROPERTY:

Reasonable Exposure time is the estimated length of time a property being appraised would have been offered on the market prior to the hypothetical consummation of a sale, at market value, on the effective date of the appraisal. It is a retrospective estimate based upon an analysis of past events assuming a competitive and open market.

Per a review of sales and listing data information, including, but not limited to, the local Multiple Listing Service, the reasonable estimated exposure time for subject property as of the valuation is four to six months, if priced competitively.

Also, the reader will note the appraiser estimated a marketing time to sell this property after the date of this appraisal at 10 to 12 months. Consequently, due to the current negative economic conditions, if the property must be sold prior to this 10 to 12 month exposure period after the date of this appraisal, the sales price would be considered a liquidation value which could be significantly less than the appraisal market value.

SITE VALUE:

Typically, there are three recognized approaches to land or site valuation: Sales Comparison, Extractions, and ground rent capitalization where applicable. There are variations on these basic approaches. For residential site valuation, the direct sales comparison, allocation or extraction are typically the most applicable approaches. The most recent, vacant sites within the subject neighborhood were analyzed and shown below. Site/view/location adjustments are based upon the differences between the estimated market value of the subject lot (as if vacant and available for use) and the estimated market value of the comparable sales (as if vacant and available for use).

Site Value for the subject was determined by the Extraction Method and similar vacant lot sales within similar neighborhoods in Palm Springs and estimated at \$385,000.

While no adverse site conditions or external factors were observed, many site-related issues are beyond the scope of this assignment and the expertise of the appraiser. Unless otherwise noted, standard utility and right-of-way easements are insignificant to value. However, a current locational or boundary survey, which was unavailable to the appraiser, may reveal encroachments, easements, zoning violations, or other matters of interest that could warrant modification of the appraiser's analysis and opinions. This appraisal is not an environmental assessment of the subject property and should not be relied on as such.

Supplemental Addendum

File No. SL10-59/Mary Fleming

Owner	Bayuk Properties, LLC		
Property Address	1254 Mary Fleming Circle		
City	Palm Springs	County	Riverside
Appraiser	Raymond L. Dozier, MAI	State	Ca
		Zip Code	92262

IMPROVEMENTS (Additional Features):

Double door entry, solid wood doors, 12" ceilings, recessed lighting, ceiling lights and fans, arched hallways, custom blinds throughout. Kitchen with stainless steel appliances and custom cabinetry, granite counter tops, Miele oven, Thermador stove, Fisher & Paykel double dish washer, Sub Zero fridge, double bread warmer and an island with sink. Fireplace has a granite mantle with custom built-in's. Formal dining room with built-in's, wet bar in living room. Custom built-in entertainment center in family room and custom shelves and desk in office room. Covered patio with outdoor kitchenette.

FINAL RECONCILIATION:

The comparison approach is based on the principle of substitution, which essentially states that a willing buyer will pay no more for a property than the cost of acquiring a similar property of equal functionality. Six closed sales are profiled on the attached URAR form report, as well as two active listings within the subject's immediate neighborhood. All comparable sales used in this report are from within the subject's immediate and competing neighborhoods and are representative of the most recent and comparable sales available. The sales used are adjusted where indicated for salient differences. Information regarding specifics of each comparable sale was taken from MLS-Multiple Listing Service, verified through principals involved where necessary. The sales used are considered reliable indicators of subject's estimated market value as of the date of inspection.

The adjusted range of value in the Sales Comparison Approach is from \$956,225 to \$1,069,450. All sales were analyzed to arrive at estimated market value for subject. The indicated Market Value by the Sales Comparison Approach is \$1,050,000 supported by the Cost Approach at \$1,055,282. The Income Approach was not utilized, as subject is a single family residence and not utilized for income purposes.

Most weight was given to the Sales Comparison Approach, since it is the approach which recognizes the amount of contributory value that the market will pay for the Subject's design features, upgrades and location.

The Estimated "As Is" Market value of the Fee Simple Interest as of the date of 9/23/10 is:

\$1,050,000 (\$341.02/SF.)

ONE MILLION FIFTY THOUSAND DOLLARS
(REASONABLE EXPOSURE TIME 6-8 MONTHS)

SUPPLEMENTAL CERTIFICATIONS:

I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

In addition, I certify that, to the best of my knowledge and belief, the reported analysis, opinions and conclusions were developed, and this report was prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

As of the date of this report, Raymond L. Dozier, MAI has completed the requirements of the continuing education program of the Appraisal Institute.

Subject Photos

Owner	Bayuk Properties, LLC				
Property Address	1254 Mary Fleming Circle				
City	Palms Springs	County	Riverside	State	Ca Zip Code 92262
Appraiser	Raymond L. Dozier, MAI				

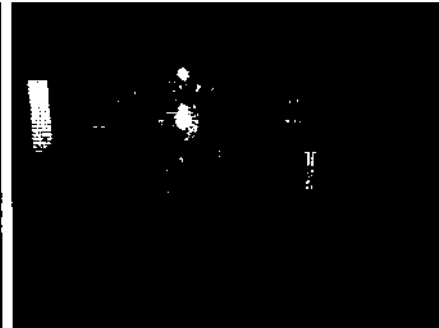
**Subject Front**

Sales Price
 Gross Living Area 3,079
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 2.5
 Location
 View
 Site 15,246 Sfr.
 Quality Good
 Age 10 / 5 Effective

**Subject Rear****Subject Street**

Subject Photos

Owner	Bayuk Properties, L.L.C.		
Property Address	1254 Mary Fleming Circle		
City	Palat Springs	County	Riverside
		State	Ca
		Zip Code	92262
Appraiser	Raymond L. Dozier, MAI		



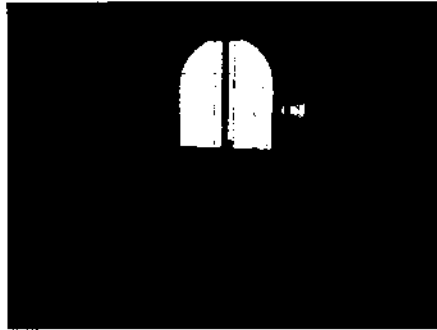
Form PMS02 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

MORABITO (341).002530

2202

Subject Photos

Owner	Bayuk Properties, LLC		
Property Address	1254 Mary Fleming Circle		
City	Palm Springs	County	Riverside
		State	Ca
Appraiser	Raymond L. Dozier, MAI	Zip Code	92262



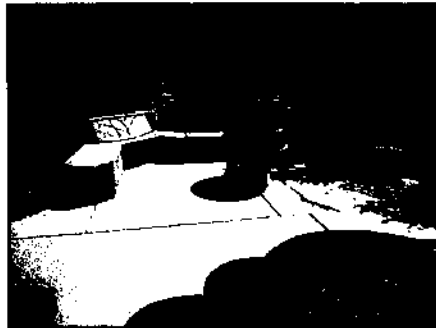
Form PICSD2 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

MORABITO (341).002531

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Subject Photos

Owner	Bayak Properties, LLC				
Property Address	1254 Mary Fleming Circle				
City	Palon Springs	County	Riverside	State	Ca Zip Code 92262
Appraiser	Raymond L. Dozier, MAI				



Form PICSIX2 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

MORABITO (341).002532

2204

Comparable Photo Page

Owner	Bayuk Properties, LLC				
Property Address	1254 Mary Fleming Circle				
City	Palm Springs	County	Riverside	State	Ca Zip Code 92262
Appraiser	Raymond L. Dozier, MAI				

**Comparable 1**

1380 E. Tacheva Drive
 Prox. to Subject 0.18 miles S
 Sales Price 900,000
 Gross Living Area 2,846
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 3.5
 Location Similar
 View Similar
 Site 16,117 Sf.
 Quality Similar
 Age 6/ Similar

**Comparable 2**

3133 Baronx Road
 Prox. to Subject 4.48 miles S
 Sales Price 950,000
 Gross Living Area 3,100
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 2.5
 Location Similar
 View Similar
 Site 24,828 Sf.
 Quality Similar
 Age 1/ 1 Effective

**Comparable 3**

1150 E. El Paseo El Mirador
 Prox. to Subject 0.16 miles W
 Sales Price 1,000,000
 Gross Living Area 2,834
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 3.5
 Location Similar
 View Similar
 Site 20,037 Sf.
 Quality Similar
 Age 11/ Similar

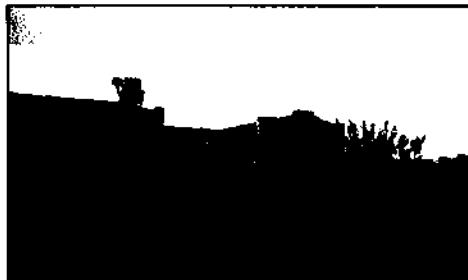
Comparable Photo Page

Owner	Bayuk Properties, L.L.C.				
Property Address	1254 Mary Fleming Circle				
City	Palm Springs	County	Riverside	State	Ca
Zip Code	92262				
Appraiser	Raymond L. Dozier, MAI				



Comparable 4

1437 Culver Place
 Prox. to Subject 0.11 miles W
 Sales Price 1,037,500
 Gross Living Area 3,440
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 3.5
 Location Similar
 View Similar
 Site 16,998 SF.
 Quality Similar
 Age 10/ Similar



Comparable 5

3035 Arroyo Seco
 Prox. to Subject 4.27 miles S
 Sales Price 755,000
 Gross Living Area 3,351
 Total Rooms 8
 Total Bedrooms 4
 Total Bathrooms 3.5
 Location Similar
 View Similar
 Site 21,780 SF.
 Quality Similar
 Age 4/ 2 Effective



Comparable 6

1065 Bella
 Prox. to Subject 4.25 miles S
 Sales Price 724,500
 Gross Living Area 3,351
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 3.5
 Location Similar
 View Similar
 Site 20,473 SF.
 Quality Similar
 Age 4/ 2 Effective

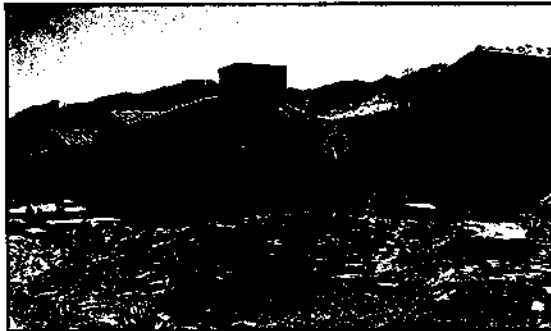
Listing Photo Page

Owner	Bayuk Properties, LLC				
Property Address	1254 Mary Fleming Circle				
City	Palm Springs	County	Riverside	State	Ca Zip Code 92262
Appraiser	Raymond L. Dozier, MAI				



Listing 1

1302 Colony Way
 Proximity to Subject 0.07 miles NW
 List Price 999,500
 Days on Market 252 days
 Gross Living Area 3,860
 Total Rooms 8
 Total Bedrooms 5
 Total Bathrooms 3.5
 Age Similar



Listing 2

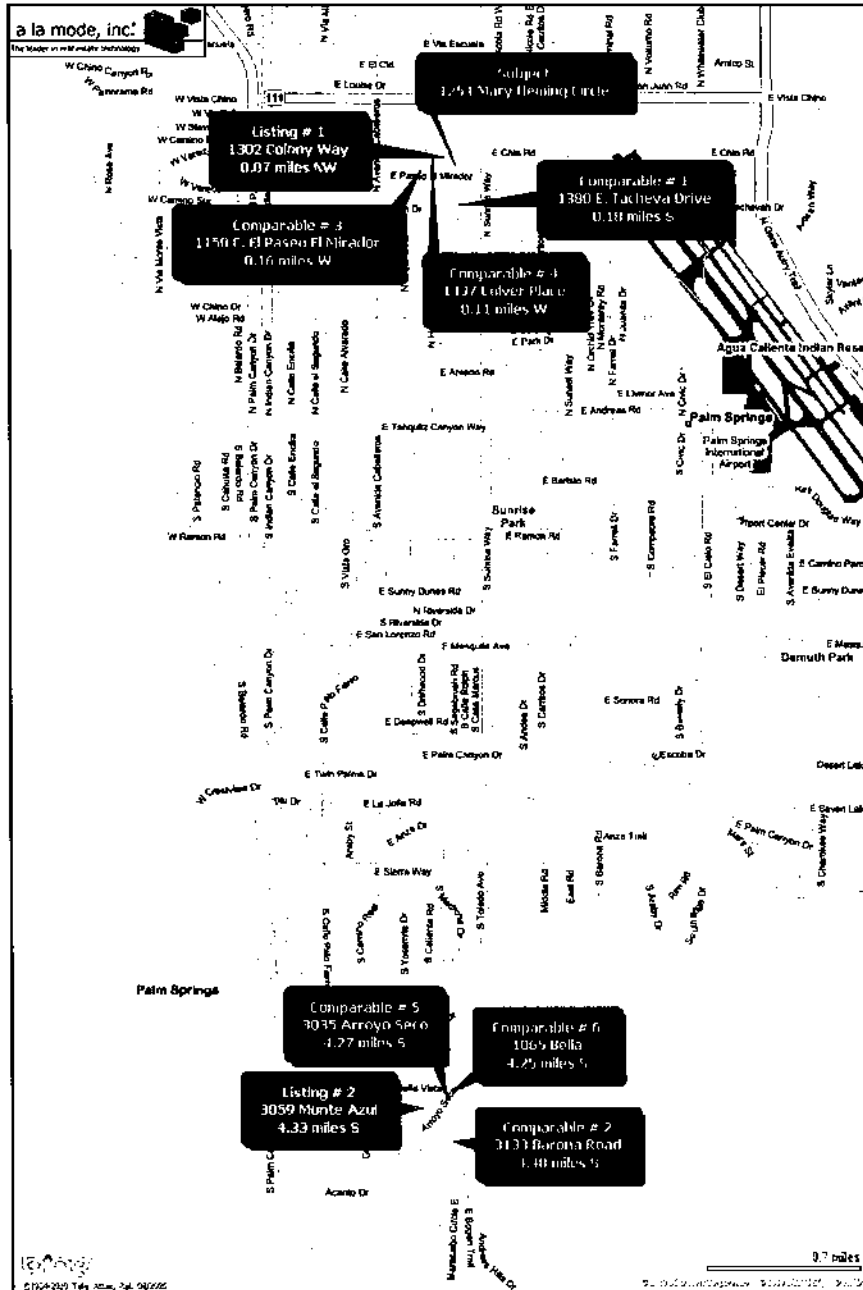
3059 Monte Azul
 Proximity to Subject 4.33 miles S
 List Price 900,900
 Days on Market 210 days
 Gross Living Area 3,134
 Total Rooms 8
 Total Bedrooms 4
 Total Bathrooms 4.5
 Age 2 / 1 Effective

Listing 3

Proximity to Subject
 List Price
 Days on Market
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Age

Location Map

Owner	Bayuk Properties, LLC		
Property Address	1254 Mary Heming Circle		
City	Palm Springs	County	Riverside
		State	Ca
		Zip Code	92262
Appraiser	Raymond L. Dozier, MAI		

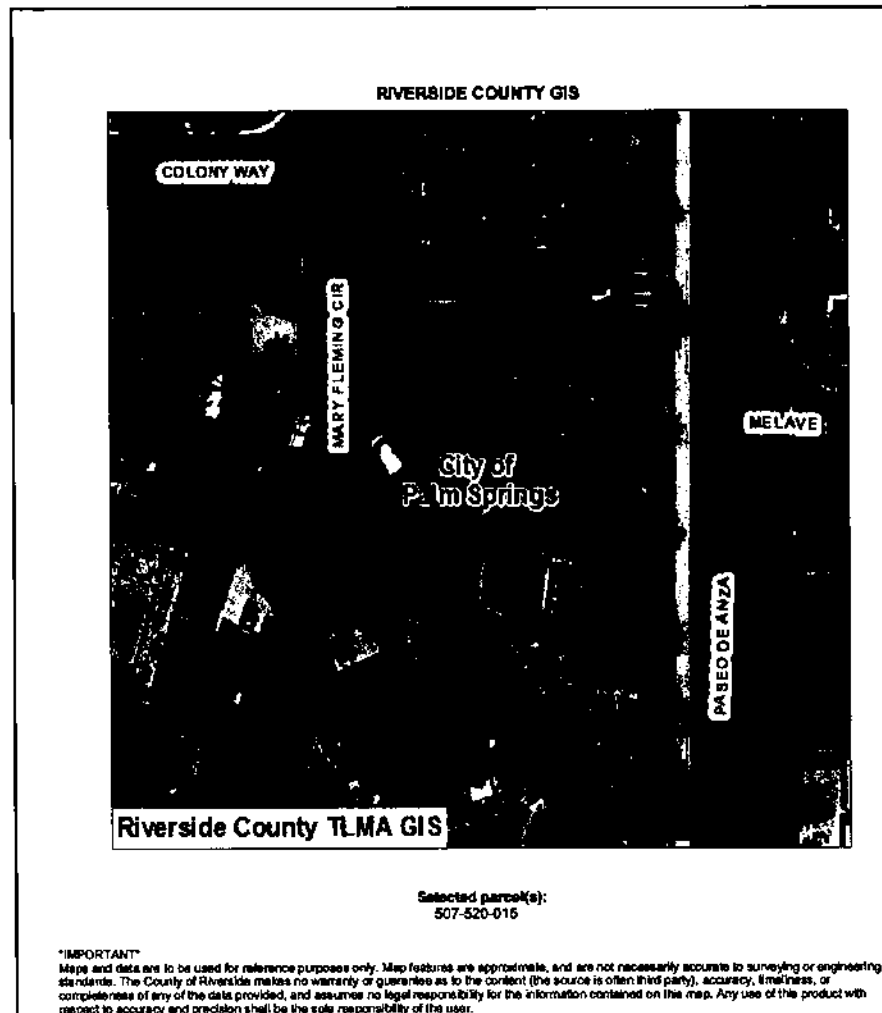


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MORABITO (341).002537

Aerial Map

Owner	Bayuk Properties, LLC			
Property Address	1254 Mary Fleming Circle			
City	Palm Springs	County	Riverside	State Ca Zip Code 92262
Appraiser	Raymond L. Dozier, MAI			



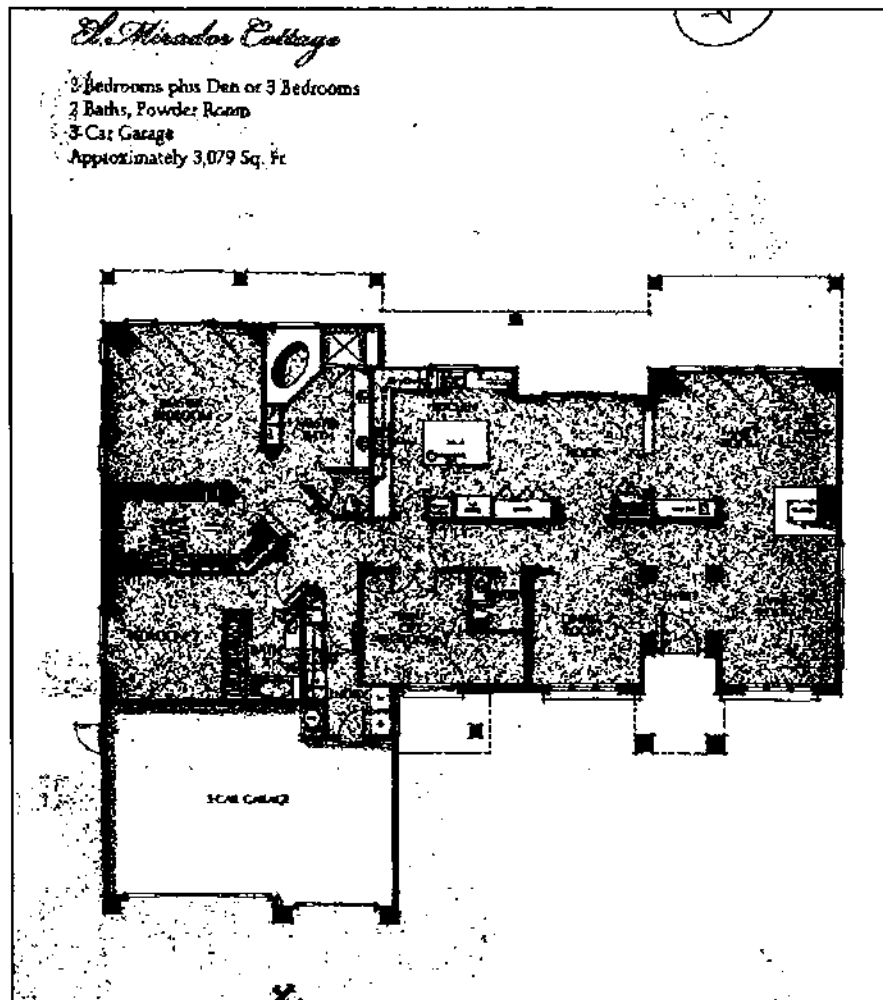
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MORABITO (341).002538

2210

Building Sketch

Owner	Bayak Properties, LLC			
Property Address	1254 Mary Fleming Circle			
City	Palm Springs	County	Riverside	State Ca Zip Code 92262
Appraiser	Raymond L. Dozier, MAI			



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Flood Map

Owner	Bayuk Properties, LLC				
Property Address	1254 Mary Fleming Circle				
City	Palm Springs	County	Riverside	State	Ca Zip Code 92262
Appraiser	Raymond L. Dozier, MAI				



Flood Insights test results for :

1254 MARY FLEMING CIR, PALM SPRINGS, CA 92262
 Geocoding Accuracy: 55 - Matched to Street Address (Best)

Flood Zone Determinations

Test Description

SFHA (Flood Zone) Within 250 feet of multiple flood zones?
 Out No

Zone	Community	Community Name	Panel	Panel Date	Cobra Map Number
X	060257	PALM SPRINGS, CITY OF	1559G	August 28, 2008	OUT 06065C1559G
FIPS Code		Census Tract			
06065		0446.02			

Copyright 2000, First American Flood Data Services. All rights reserved.

Zoom In // Zoom Out // Manual Placement *What's This?* // Distance // 2 Zoom Level (Miles)

Subject

Palm Springs

FloodMap Legend
 Flood Zones
 Areas inundated by 500-year flooding
 Areas outside of the 100- and 500-year floodplains
 Areas inundated by 100-year flooding
 Areas inundated by 100-year flooding with velocity hazard
 Floodway areas
 Floodway areas with velocity hazard
 Areas of undetermined but possible flood hazards
 Areas not mapped or not published if not
 Copyright 2008, CDB Business Mapping. All rights reserved.

new address print copy map ?

save as pdf exit

Display Layer	On/Off
Flood Zone Determinations	<input checked="" type="checkbox"/>
ReDraw Map	

Note: Some map information may not appear as zoom level changes.

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MORABITO (341).002540

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns, the mortgage insurer, consultants, professional appraisal organizations, any state or federally approved financial institution, or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

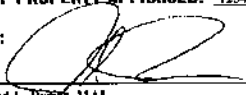
APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 1254 Mary Fleming Circle, Palm Springs, Ca 92262

APPRAISER:

Signature: 
 Name: Raymond L. Dwyer, MAI
 Date Signed: September 29, 2010
 State Certification #: AC004590
 or State License #: _____
 State: CA
 Expiration Date of Certification or License: 11/27/2010

SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

☐ Did ☐ Did Not Inspect Property

MORABITO (341).002542

2214

Real Estate Appraisers License

Owner	Bayak Properties, LLC			
Property Address	1254 Mary Fleming Circle			
City	Palm Springs	County	Riverside	State Ca Zip Code 92262
Appraiser	Raymond L. Dozier, MAI			



	
Business, Transportation & Housing Agency OFFICE OF REAL ESTATE APPRAISERS REAL ESTATE APPRAISER LICENSE	
OREA APPRAISER IDENTIFICATION NUMBER	AG004590
RAYMOND L. DOZIER	
has successfully met the requirements for a license as a general real estate appraiser in the State of California and is, therefore, entitled to use the title "Certified General Real Estate Appraiser".	
This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.	
Audil No. 112673	
OFFICE OF REAL ESTATE APPRAISERS 	
Date Issued: November 28, 2008 Date Expires: November 27, 2010	

Exhibit 29

MEMBERSHIP INTEREST TRANSFER AGREEMENT

This **MEMBERSHIP INTEREST TRANSFER AGREEMENT** (this "Agreement") is entered into and effective as of October 1, 2010 (the "Effective Date"), between and among, **PAUL A. MORABITO** in his capacity as Trustee of the **ARCADIA LIVING TRUST** ("Arcadia Trust"), **EDWARD WILLIAM. BAYUK** in his capacity as Trustee of the **EDWARD WILLIAM BAYUK LIVING TRUST** ("Bayuk Trust") and **BARUK PROPERTIES, LLC**, a Nevada limited liability company (the "Company"). Paul Morabito and Edward Bayuk are also signatories to this Agreement in their respective capacities as Managers of the Company.

Defined terms used and not otherwise defined herein shall have the meanings ascribed to such terms in that certain Operating Agreement of Baruk Properties LLC dated as of April 17, 1999 (the "Operating Agreement"). Each of the parties hereto is sometimes individually referred to as a "party" or cumulatively as the "parties".

WHEREAS, Arcadia Trust currently holds a 50.00% Membership Interest in Company; and Bayuk Trust currently holds a 50.00% Membership Interest in Company; and

WHEREAS, Bayuk Trust desires to acquire, and Arcadia Trust desires to assign and transfer to Bayuk Trust, Arcadia Trust's 50.00% Membership Interest in the Company (the "Transferred Interest"), subject to the terms and conditions set forth herein; and

WHEREAS, the Company is the owner in fee simple of two commercial real properties and all improvements furniture, machinery, equipment and trade fixtures located thereon commonly known as 1461 Glenneyre, Laguna Beach, CA ("1461 Glenneyre") and 570 Glenneyre, Laguna Beach, CA ("570 Glenneyre") and a residential property commonly known as 1254 Mary Fleming Circle, Palm Springs, CA (1254 Mary Fleming") (collectively the "Properties"). The personal property, including all household furnishings, artwork, window coverings and non-affixed improvements in 1254 Mary Fleming Circle are not owned by the Company, but instead were purchased and are owned individually by the Members of the LLC.

WHEREAS, in accordance with the terms of this Agreement, effective as of the Closing Date, Paul Morabito shall tender his resignation as Manager of the Company. As such, as of the Closing Date and immediately following Arcadia Trust's receipt of all consideration due on the Closing Date, Bayuk Trust will be the only Member and Edward Bayuk the sole Manager of the Company.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound hereby agree as follows:

1.1 **Transfer of Transferred Interest; Promissory Note; Resignation as Manager.**
On the terms and subject to the conditions hereof and in consideration of Bayuk Trust's delivery to Arcadia Trust of its promissory note in the principal amount of \$1,617,050.00 (the "Promissory Note"), at the Closing (as defined in Section 1.3, below) Arcadia Trust will transfer

and convey to Bayuk Trust, and Bayuk Trust will acquire from Arcadia Trust, all of Arcadia Trust's right, title and interest in and to the Transferred Interest, including all rights, privileges, distributions, payments and benefits appertaining thereto, the Properties and any other interest Arcadia Trust may have in the Company in its capacity as a Member (the "Transfer"). The principal balance of the Promissory Note shall accrue interest at the rate of four percent (4%) per annum fully amortized over a 30 year term payable in equal consecutive monthly installments, may be prepaid without penalty at any time at the option of Bayuk Trust and shall be guaranteed by the Company as set forth in Section 2.1, below. The Transferred Interest is being acquired solely for Bayuk Trust's own account, for investment and not with a view to or for distribution, assignment, subdivision, fractionalization, or resale to others, and no person has or will have at the Closing a direct or indirect beneficial interest in the Transferred Interest.

1.2 **Termination of Relationship with the Company.** Paul Morabito hereby tenders his resignation as a Manager of the Company effective as of the Closing Date, leaving Bayuk Trust as the sole Member and Edward Bayuk as the sole Manager of the Company as of the Closing Date. Effective as of the Closing Date, Paul Morabito acknowledges that he has once and forever terminated in all respects his business relationships with the Company, resigned his position as Manager of the Company and given up all of his interests in the Company or the Properties. Effective as of the Closing Date, Arcadia Trust assigns and transfers its Transferred Interest in the Company to Bayuk Trust. On the Closing Date Arcadia Trust shall surrender to Bayuk Trust and mark canceled any certificate it may have evidencing the Transferred Interest, which certificate shall thereupon be cancelled.

1.3 **Closing.** The Closing of the transactions contemplated by this Agreement (the "Closing") shall take place on or before October 1, 2010 (the "Closing Date") or at such other time and place or at such other date as parties may mutually agree. The Closing shall take place at the Law Offices of Mark E. Lehman, 9200 Sunset Boulevard, PH2, West Hollywood, CA 90069 at such other time and place or at such other date as mutually agreed to by the parties.

1.4 **Other Obligations at Closing.** At Closing, the parties shall execute and deliver to one another all documents set forth in this Agreement, and, in addition, such other documents, including but not limited to bills of sale, as may be necessary or appropriate to accomplish in a complete and proper manner the transaction contemplated by this Agreement.

2.1 **Guaranty of Payment.** For purposes of this Agreement, the Company hereby unconditionally and irrevocably guarantees to Arcadia Trust and its trustee Paul A. Morabito the full, complete and timely performance under the Promissory Note and payment of all amounts which may hereafter become payable by Bayuk Trust and its trustee Edward William Bayuk under the Promissory Note. The provisions of this Article 2 shall continue in full force and effect until all obligations of Bayuk Trust and/or Edward William Bayuk set forth in this Agreement have been satisfied in full.

2.2 **Obligations Unconditional.** The obligations of the Company under this Article 2 shall constitute a present and continuing guaranty of performance and payment and not of collectability, and shall be absolute and unconditional. Without limiting the generality of the

foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of the Company hereunder:

(a) the sale or transfer of any or all of a Company's assets or businesses, and/or the merger, dissolution or liquidation of the Company;

(b) any insolvency, bankruptcy, reorganization, receivership, assignment for the benefit of creditors, liquidation or similar proceedings with respect to the Company; or

(c) the modification, amendment, renewal or extension of the terms or conditions of this Agreement or the Promissory Note.

2.3 **Waiver.** The Company hereby waives notice of (a) acceptance hereof, (b) any action taken or omitted in reliance hereon, (c) any default with respect to any obligations guaranteed hereunder and (d) any presentment, demand, protest or notice of any kind.

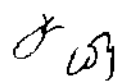
3. **Consent of Managers to Transfer and Guaranty.** Paul Morabito and Edward Bayuk in their respective capacities as Managers of Company hereby consent to the transfer from Arcadia Trust to Bayuk Trust of the Transferred Interest for the consideration set forth herein and to the Company's Guaranty of Payment set forth herein.

4. **Conditions to Closing.**

A. **Arcadia Trust's Conditions to Closing.** Arcadia Trust's obligation to close shall be subject to and conditioned on the following conditions precedent in favor of Arcadia Trust to the reasonable satisfaction of Arcadia Trust, all of which may be waived or disapproved in writing in whole or in part by Arcadia Trust, at any time, and from time to time, on or before the Closing. Arcadia Trust may waive any or all of these conditions in whole or in part without prior notice; provided however, that no such waiver of a condition constitutes a waiver by Arcadia Trust of any of its rights or remedies, at law or in equity, if transferor is in default of any of its representations, warranties or covenants under this Agreement. If, within the time frame specified, Arcadia Trust gives written notice to the Company and Bayuk Trust of its disapproval of any of the contingencies set forth in this Agreement, this Agreement shall be deemed cancelled and terminated with respect to the real property at issue.

4.1. **Performance by the Company and Bayuk Trust.** On or before the Closing Date, the Company and Bayuk Trust will have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required of any of them by this Agreement.

4.2. **Other Documents.** The parties having entered into all other mutually acceptable written agreements and other documents reasonably necessary to accomplish the terms, conditions and intents of this Agreement and the form and substance of all certificates, instruments and other documents delivered to Arcadia Trust under this Agreement being approved in all reasonable respects by Arcadia Trust.



B. **The Company's and Bayuk Trust's Conditions to Closing.** The Company's and Bayuk Trust's obligation to close shall be conditioned on the satisfaction of the following conditions precedent in favor of the Company and Bayuk Trust, all of which may be waived or disapproved in writing in whole or in part by the Company and Bayuk Trust, at any time, and from time to time, at or before the Closing Date.

4.3. **Performance by Arcadia Trust.** On or before the Closing Date, Arcadia Trust will have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required of any of them by this Agreement.

3.5. **Other Documents.** The parties having entered into all other mutually acceptable written agreements and other documents reasonably necessary to accomplish the terms, conditions and intents of this Agreement and the form and substance of all certificates, instruments and other documents delivered to the Company and Bayuk Trust under this Agreement being approved in all reasonable respects by the Company and Bayuk Trust.

5. **Indemnities.**

5.1 **Arcadia Trust's Indemnities.** As to the Transferred Interest, the Arcadia Trust shall indemnify, defend and hold harmless Bayuk Trust and its trustee Edward William Bayuk from and against any damage, deficiency, loss, or claim resulting from any of Arcadia Trust's misrepresentations, breaches of warranty, or other or defaults of the terms of this Agreement or any closing document which cause monetary damage to Bayuk Trust.

5.2 **Bayuk Trust's and the Company's Indemnities.** The Company and Bayuk Trust, and each of them, shall indemnify, defend and hold harmless Arcadia Trust and its trustee Paul A. Morabito from and against any damage, deficiency, loss, or claim resulting from any of either the Company's or Bayuk Trust's misrepresentations, breaches of warranty, or other or defaults of the terms of this Agreement or any closing document which cause monetary damage to transferee. The Company acknowledges that it shall continue to be liable for all debts, mortgages, liens, encumbrances, claims, losses, liabilities, suits, demands, damages, costs, tax obligations, employment claims, judgments, interest, fines, penalties and expenses associated with all of the Properties and any other properties owned by the Company (the "Claims") and indemnify, defend and hold harmless Arcadia Trust and its trustee Paul A. Morabito from and against any and all such Claims, including reasonable attorneys' fees and expenses, reasonable consultants' fees and expenses, court costs and all other reasonable out-of-pocket expenses and causes of actions of any nature whatsoever relating to the Company and the Properties.

5.3 **Survival.** The provisions of this Article 5 shall survive termination or consummation of this Agreement.

6. **REPRESENTATIONS AND WARRANTIES OF THE PARTIES.** As a material inducement to one another to enter into this Agreement and to consummate the transactions contemplated hereby, each party hereto makes the following representations and warranties to each of the other parties:



7.6 Assignment. This Agreement (including the other documents and instruments referred to herein) and the Promissory Note may not be assigned without the written consent of each other party hereto, which consent may be withheld in each of the parties' sole and absolute discretion.

7.7 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

7.8 Provisions Separable. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

7.9 Integration. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and except as herein contained supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written. This Agreement may not be modified or amended other than by an agreement in writing signed by each of the parties named on the first page of this Agreement.


7.10 Construction of Agreement. This Agreement has been prepared, and negotiations in connection with it have been conducted, by the joint efforts of each of the parties. This Agreement is to be construed simply and fairly, and not strictly for or against any of the parties.

7.11. Time is of Essence. Time is of the essence of this Agreement, all documents and all transactions contemplated herein.

7.12. Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when (1) delivered (personally, by courier service such as Federal Express, or by other messenger); (2) if transmitted by facsimile transmission, then on the date of transmission as confirmed by the facsimile equipment the recipient location; provided that if transmission is after 5:00 p.m. on any day, then notice shall not be deemed given until the following business day; or (3) or the date mailed, when deposited in the United States mails, certified mail, postage prepaid, return receipt requested, addressed as set forth below:

TO: Paul A. Morabito and Arcadia Trust:

8581 Santa Monica Blvd., #708
West Hollywood, California 90069
e-fax: (310) 241-6337



6.1 **Authority Relative to this Agreement.** This Agreement, the Promissory Note and all agreements, instruments of transfer, documents and deeds to be executed in connection with the Closing, have been or will be, as applicable, duly executed and delivered by each of the parties and constitute valid and binding obligations of each of the parties, enforceable against each of the parties, in accordance with their terms. Each of the parties has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Agreement, and except as otherwise provided for or disclosed in this Agreement, no approvals or consents of any persons other than the party executing this Agreement are necessary in connection with it. The execution and delivery of this Agreement by each of the parties has been duly authorized by all necessary action on the part of each such party.

6.2 **Title to Transferred Interest.** Arcadia Trust has good and marketable title to and is the lawful owner of the Transferred Interest, free and clear of all security interests, liens, encumbrances, equities and other charges.

6.3 **Valid and Binding Agreement.** The representations, warranties, and covenants made under this Agreement constitute valid and binding obligations of each of the parties and are enforceable against each of the parties.

7. **ADDITIONAL AGREEMENTS.**

7.1 **Fees and Expenses.** The parties shall each bear their own expenses for legal and accounting fees, costs and expenses incurred in negotiating and preparing this Agreement, negotiating and preparing all of the other paperwork in connection with this Agreement, and carrying out the transactions contemplated by this Agreement.

7.2 **Further Acts.** The parties agree to execute and deliver all documents and perform all further acts that may be reasonably necessary to carry out the provisions of this Agreement and to cooperate with each other in connection with the foregoing.

7.3 **Controlling Law.** This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of State of California.

7.4 **Attorneys' Fees and Costs.** If any party hereto institutes any legal action or proceeding arising out of or related to this Agreement the prevailing party shall be entitled to reasonable attorneys' fees and expenses, and all other recoverable costs and damages, including any and all such costs on appeal.

7.5 **Parties in Interest.** This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns and nothing in this Agreement, express or implied, is intended to confer upon any other person any right or remedies of any nature whatsoever under or by reason of this Agreement.



TO: **Edward Bayuk and Bayuk Trust:**

668 North Pacific Coast Highway, Suite 517
Laguna Beach, California 92651
e-fax: (480) 222-1063

Notice by mail shall be by airmail if posted outside of the continental United States. Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section for the giving of notice.

8. TERMINATION, AMENDMENT AND WAIVER.


8.1 Termination. In addition to the termination provisions set forth herein, this Agreement may be terminated and the transactions contemplated hereby may be abandoned:

8.1.1 By mutual written consent of all of the parties, or in accordance with this Section 8; or

8.1.2 By any of the parties if a court of competent jurisdiction or governmental, regulatory or administrative agency or commission shall have issued an order, decree or ruling or shall have taken any other action, in each case permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such order, decree, ruling or other action shall have become final and nonappealable.

IN WITNESS WHEREOF, each of the Parties have executed this Agreement this 1st day of October, 2010


ARCADIA LIVING TRUST

By: 

Paul A. Morabito, Trustee

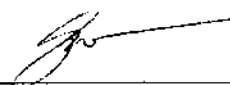
EDWARD WILLIAM BAYUK

LIVING TRUST

By: 


Edward William Bayuk, Trustee

BARUK PROPERTIES, LLC

By: 

Paul Morabito, Manager

BARUK PROPERTIES, LLC

By: 

Edward Bayuk, Manager



Exhibit 30

PROMISSORY NOTE

Laguna Beach, California

Effective Date of Note: **October 1, 2010**

Borrower: **EDWARD WILLIAM BAYUK LIVING TRUST**
Edward William Bayuk, Trustee

Lender: **ARCADIA LIVING TRUST**
Paul A. Morabito, Trustee

Principal Amount: **\$1,617,050.00**

Payments: **Three Hundred and Sixty (360) consecutive equal monthly installment payments of principal and interest in the amount of \$7,720.04 each, due and payable monthly on the first day of each month commencing November 1, 2010.**

Applicable Interest Rate: **Four percent (4.0%) per annum**

Maturity Date: **September 30, 2040**

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned **EDWARD WILLIAM BAYUK LIVING TRUST**, Edward William Bayuk, Trustee promises to pay to **ARCADIA LIVING TRUST**, Paul A. Morabito, Trustee, ("Lender"), at such place as Lender may from time to time designate in writing, the Principal Amount stated above with interest on the unpaid principal from time to time outstanding at the Applicable Interest Rate stated above (the "Loan") as set forth in this Promissory Note (this "Note").

1. **Principal; Applicable Interest Rate; Installment Payments and Maturity.** This Note has a term of thirty (30) years and shall accrue interest at the rate of four percent (4.0%) per annum ("Applicable Interest Rate") from October 1, 2010. Principal and interest payments on this Note shall be fully amortized over the term and payable in three hundred and sixty (360) consecutive equal monthly installment payments in the amount of \$7,720.04 each, due on the first day of each month commencing November 1, 2010, with all principal plus interest accrued but unpaid, along with any unpaid late payment fees and other unpaid fees under the terms hereof, due and payable on September 30, 2040. All payments shall be made by check drawn on lawful funds in U.S. dollars, without right of offset. By his execution hereof, the Borrower represents and warrants to the Lender that this Note is the valid and binding obligation of the Borrower, enforceable in accordance with its terms.
2. **Prepayment.** Borrower may prepay all amounts due hereunder in part or in full, with interest to the date of payment, without penalty, premium or discount. Borrower hereby waives the provisions of Section 2966 of the Civil Code which provides that the holder of this Note shall give written notice to the Borrower, or his successor in interest, of prescribed information at least 90 days and not more than 150 days before any balloon payment, if any, is due.
3. **Late Payment.** If any installment of the principal or interest is not paid on or before ten (10) business days from the date such payment first became due and payable, a late payment fee of

four (4%) percent of the payment owed shall be due, it being agreed between Borrower and Lender that such amount represents the parties' reasonable estimate of the damage suffered by Lender as a result of any such late payment. Such late payment fee shall be paid without prejudice to the right of Lender to collect interest on said unpaid amount or to collect any other amounts provided to be paid or to declare an Event of Default under this Note or from exercising any of the other rights and remedies available to Lender.

4. **Guaranty of Payment.** This Note is guaranteed by Baruk Properties, LLC as set forth in Section 2.1 of that certain Membership Interest Transfer Agreement dated September 29, 2010 between the parties.

5. **Cure Period.** Borrower shall have ten (10) business days to cure any Event of Default commencing on the date Lender gives Borrower written notice of such Event of Default; provided, however, that Lender shall be entitled to exercise any and all of its default remedies in the event Borrower fails to cure within the prescribed ten (10) business day period.

6. **Attorneys' Fees.** In the event that suit be brought under or in connection with this Note to compel payment of this Note or any portion of the indebtedness evidenced hereby, the prevailing party in any such suit shall be entitled to recover all reasonable attorneys' and expert consultants' fees incurred in addition to all other recoverable costs and damages.

7. **Place of Payment.** Borrower shall pay all amounts to Lender at:

ARCADIA LIVING TRUST
Paul A. Morabito, Trustee
8581 Santa Monica Blvd., #708
West Hollywood, California 90069

or at such other location as is designated in writing by the legal holder of this Note.

8. **Governing Law.** This Note shall be governed and construed in accordance with the laws of the State of California. Venue shall be proper in Los Angeles County, State of California.

9. **Notices.** All notices, requests, demands and other communications required or permitted under this Note shall be in writing and delivered by U.S. certified mail, postage prepaid, return receipt requested and signed by the party to whom it is addressed, addressed as set forth below and shall be deemed to have been duly given, made and received three (3) days after the date when signed return receipt is received by the sending party:

TO: **Lender:**
ARCADIA LIVING TRUST
Paul A. Morabito, Trustee
8581 Santa Monica Blvd., #708
West Hollywood, California 90069

TO: **Borrower:**
EDWARD WILLIAM BAYUK LIVING TRUST
Edward William Bayuk, Trustee
668 North Pacific Coast Highway, Suite 517
Laguna Beach, California 92651

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section for the giving of notice.

10. **Assignment.** Lender shall have the right to sell, assign, or otherwise transfer, either in part or in its entirety, this Note, without the consent of the Borrower. Borrower shall not have the right to sell, assign, or otherwise transfer, either in part or in its entirety, this Note without the consent of Lender, which consent may be withheld at Lender's sole and absolute discretion. Borrower shall have no right to delegate its duties under this Note without the prior written consent of Lender, which consent may be withheld at Lender's sole and absolute discretion. This Note and all of the covenants, promises and agreements contained in it shall be binding on and inure to the benefit of the respective legal and personal representatives, devisees, heirs, successors and assigns of Borrower and Lender.

11. **Entire Agreement.** This Note (a) is the final, complete and exclusive statement of the parties' agreement with respect to the subject matter hereof; and is binding upon the successors and assigns of the Borrower; (b) except for written agreements expressly referred to herein, replaces and supersedes any prior or contemporaneous agreements, understandings, negotiations or statements of any kind, oral or written, between the parties. Any agreement hereafter made shall be ineffective to modify, supplement or discharge the terms of this Note, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification, supplement or is sought.

12. **Severability.** If any term or provision of this Note or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid, illegal or unenforceable, then the remaining part of this Note, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable, which can be separated from the invalid, illegal or unenforceable term(s) and provision(s), shall not be affected thereby and shall continue in full force and effect to the fullest extent provided by law, and the invalid, illegal or unenforceable term(s) and provision(s) shall be construed as if they had never been incorporated into this Note.

IN WITNESS WHEREOF, Borrower has executed this Note as of the date and year first written above and has delivered it to Lender.

BORROWER:

EDWARD WILLIAM BAYUK LIVING TRUST

By:

Edward William Bayuk, Trustee

Exhibit 31



State of California
Secretary of State

OBE MERG

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

OCT 04 2010

Certificate of Merger

(California Corporations Code sections
1113(g), 8019.1, 8019.1, 9540, 12540.1, 15011.14, 16915(b) and 17552)

IMPORTANT — Read all instructions before completing this form.

This Space For Filing Use Only

1. NAME OF SURVIVING ENTITY Snowshoe Properties, LLC	2. TYPE OF ENTITY Limited Liability Company	3. CA SECRETARY OF STATE FILE NUMBER 201027310002	4. JURISDICTION California
5. NAME OF DISAPPEARING ENTITY Bank Properties LLC	6. TYPE OF ENTITY Limited Liability Company	7. CA SECRETARY OF STATE FILE NUMBER 200106010010	8. JURISDICTION Nevada
9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALLED OR EXCEEDED THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NECESSARY.			
SURVIVING ENTITY		DISAPPEARING ENTITY	
CLASS AND NUMBER 100% Membership Interest	AND PERCENTAGE VOTE REQUIRED 100%	CLASS AND NUMBER 100% Membership Interest	AND PERCENTAGE VOTE REQUIRED 100%
10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT. <input type="checkbox"/> No vote of the shareholders of the parent party was required. <input type="checkbox"/> The required vote of the shareholders of the parent party was obtained.			
11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.			
12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY. PRINCIPAL ADDRESS OF SURVIVING ENTITY CITY AND STATE ZIP CODE			
13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.			
14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER. NRS Chapter 92A-excluding 92A.200 (4b)		15. FUTURE EFFECTIVE DATE, IF ANY ____ (Month) ____ (Day) ____ (year)	
16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.			
17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE THAT THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.			
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY		10/4/2010 DATE Edward Bayuk, Manager	
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY		TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON	
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY		10/4/2010 DATE Edward Bayuk, Manager	
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY		TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON	
For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: _____			

OBE MERGER-1 (REV 01/2010)

APPROVED BY SECRETARY OF STATE

MORABITO (341).006921

2230

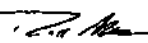
Exhibit 32



140163



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-6708
Website: www.nvsos.gov

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number 20100746864-78 Filing Date and Time 10/04/2010 12:00 PM Entity Number LLC2408-1999
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Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 1

USE BLACK INK ONLY - DO NOT HIGHLIGHT

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Articles of Merger
(Pursuant to NRS Chapter 92A - excluding 92A.200(4b))

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200):

☐ If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article one.

Bark Properties LLC	
Name of merging entity	
Nevada	Limited Liability Company
Jurisdiction	Entity type *
Name of merging entity	
Jurisdiction	Entity type *
Name of merging entity	
Jurisdiction	Entity type *
Name of merging entity	
Jurisdiction	Entity type *
and,	
Snowbox Properties, LLC	
Name of surviving entity	
California	Limited Liability Company
Jurisdiction	Entity type *

* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.

Filing Fee: \$350.00

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 1
Revised: 9-20-10

MORABITO (341).006895

2232



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4620
(775) 684-5708
Website: www.nvss.gov

Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 2

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- 2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.190):

Attn: Edward Bayuk
c/o: 668 North Pacific Coast Hwy #317
Laguna Beach, CA 92651

- 3) Choose one:

- ☒ The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).
☐ The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

- 4) Owner's approval (NRS 92A.200) (options a, b or c must be used, as applicable, for each entity):

- ☐ If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from the appropriate section of article four.

(a) Owner's approval was not required from

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or;

Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 2
Revised: 6-23-10

MORABITO (341).006896

2233



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5706
Website: www.nvscs.gov

Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 3

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(b) The plan was approved by the required consent of the owners of *:

Baruk Properties LLC

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or,

Snowstoe Properties, LLC

Name of surviving entity, if applicable

* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 3
Revised: 9-20-10

MORABITO (341).006897

2234



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 4

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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or:

Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 4
Revised: 9-20-10

MORABITO (341).006898

2235



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-6708
Website: www.nvsec.gov

Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 5

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5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)*:

6) Location of Plan of Merger (check a or b):

☐ (a) The entire plan of merger is attached;

or

☒ (b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date (optional)**: October 4, 2010

* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 60% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

** A merger takes effect upon filing the articles of merger or upon a later date as specified in the articles, which must not be more than 90 days after the articles are filed (NRS 92A.240).

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 5
Revised: 9-20-10

MORABITO (341).006899

2236



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4620
(775) 684-6708
Website: www.nvsos.gov

Articles of Merger

(PURSUANT TO NRS 92A.200)

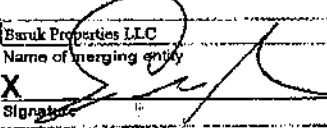
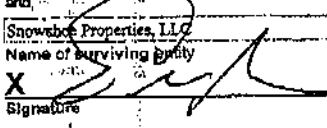
Page 6

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8) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)*

☐ If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article eight.

Baruk Properties LLC		
Name of merging entity		
X 	Edward Bayuk, Manager	10/04/2010
Signature	Title	Date
Name of merging entity		
X		
Signature	Title	Date
Name of merging entity		
X		
Signature	Title	Date
Name of merging entity		
X		
Signature	Title	Date
and		
Snowden Properties, LLC		
Name of surviving entity		
X 	Edward Bayuk, Manager	10/04/2010
Signature	Title	Date

* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 6
Revised: 8-20-10

MORABITO (341).006900

2237

AGREEMENT OF MERGER
OF
BARUK PROPERTIES LLC
WITH AND INTO
SNOWSHOE PROPERTIES, LLC

This Agreement of Merger, is dated as of October 4, 2010, by and between Baruk Properties LLC, a Nevada limited liability company with offices at 59 Damonte Ranch Parkway, Suite B-335, Reno, Nevada 89521 ("BARUK") and Snowshoe Properties, LLC, a California limited liability company with offices at 668 North Pacific Coast Hwy #517, Laguna Beach, CA 92651 ("SNOWSHOE").

RECITALS:

The Members and Managers of BARUK and SNOWSHOE deem it advisable and in the best interests of each such limited liability company that BARUK be merged with and into SNOWSHOE in accordance with the terms of this Agreement of Merger (the "Merger").

The Managers and Members of BARUK and SNOWSHOE have adopted resolutions authorizing and approving the proposed merger of BARUK with and into SNOWSHOE according to the terms and conditions of this Agreement of Merger.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1.
THE MERGER

1.01 Surviving Company. At the Effective Time (as defined in Article 6 hereof), BARUK shall be merged with and into SNOWSHOE (sometimes referred to herein as the "Surviving Company"), which shall continue to be governed by the laws of the State of California, and the separate corporate existence of BARUK shall thereupon cease. The Merger shall be completed pursuant to the provisions of the California Corporations Code and the Nevada Business Corporations Act.

1.02 Effects of the Merger. The Merger shall have the effects set forth in the California Corporations Code, including without limitation, upon the effectiveness of the Merger: (a) the separate existence of BARUK shall cease; (b) SNOWSHOE, as the Surviving Company shall possess all of the rights, privileges, powers, immunities, purposes and franchises, both public and private, of BARUK; (c) all real and personal property, tangible and intangible, of every kind and description belonging to BARUK shall be vested in SNOWSHOE as the Surviving Company

MORABITO (341).006891

without further act or deed, and the title to any real estate or any interest therein vested in BARUK shall not revert or in any way be impaired by reason of the Merger; (d) SNOWSHOE, as the Surviving Company shall be liable for all the obligations and liabilities of each of BARUK and any claim existing or action or proceeding pending by or against SNOWSHOE may be enforced as if the Merger had not taken place; and (e) neither the rights of creditors nor any liens upon or security interests in the property of BARUK shall be impaired by the Merger. If at any time the Surviving Company shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in the Surviving Company, according to the terms thereof, the title to any property or rights of BARUK, the proper officers and managers of BARUK, shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Company, and otherwise to carry out the purposes of this Agreement of Merger.

ARTICLE 2. MEMBER APPROVAL

2.01 Member Approval. Following execution of this Agreement of Merger, this Agreement of Merger shall be submitted to the members of BARUK and SNOWSHOE for their approval. The submission of this Agreement of Merger to the Members of BARUK and SNOWSHOE shall be accompanied by a recommendation from the Managers that the Merger, as provided for by this Agreement of Merger, be approved by the Members.

ARTICLE 3. ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT

3.01 Articles of Organization and Operating Agreement of Surviving Corporation. At the Effective Time, the Articles of Organization of SNOWSHOE, as in effect immediately prior to the Effective Time, shall be the Articles of Organization of the Surviving Company. At the Effective Time, the Operating Agreement of SNOWSHOE as in effect immediately prior to the Effective Time shall be the Operating Agreement of the Surviving Company.

ARTICLE 4. MANAGERS AND OFFICERS

4.01 Managers and Officers of Surviving Corporation. The persons who are managers or officers of SNOWSHOE at the Effective Time shall, immediately after the Effective Time, be the officers and managers of the Surviving Company, until their successors are elected or appointed in accordance with the Operating Agreement.

ARTICLE 5.
MEMBERSHIP INTERESTS

5.01 Conversion of Membership Interests. The Membership Interests of BARUK, which are issued and outstanding at the time of the Merger, shall be converted to issued and outstanding Membership Interests of SNOWSHOE at the Effective Time of the Merger.

ARTICLE 6.
EFFECTIVE TIME

6.01 Effective Time. As used in this Agreement of Merger, the term "Effective Time" shall mean the filing date of the Certificate of Merger with the California Secretary of State.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the undersigned limited liability companies have executed this Agreement of Merger as of the date first set forth above.

BARUK PROPERTIES LLC

By:

Name: Edward Bayuk

Title: Manager

SNOWSHOE PROPERTIES, LLC

By:

Name: Edward Bayuk

Title: Manager

Exhibit 33

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IN THE SECOND JUDICIAL DISTRICT COURT OF
THE STATE OF NEVADA, IN AND FOR THE COUNTY OF WASHOE

WILLIAM A. LEONARD, Trustee for the)	
Bankruptcy Estate of Paul Anthony)	
Morabito,)	
)	
Plaintiff,)	
)	
vs.)	No. CV13-02663
)	
SUPERPUMPER, INC., an Arizona)	
corporation; et al.,)	
)	
Defendants.)	
_____)	

DEPOSITION OF EDWARD WILLIAM BAYUK, a defendant
herein, noticed by Garman Turner Gordon, LLP, at
4695 MacArthur Court, Newport Beach, California,
at 10:02 a.m., Monday, September 28, 2015, before
Kathryn D. Jolley, CSR 11333.

JOB NO.: 260711

1 And that's why I ask you for the exhibits because I
2 think in that closing statement there would have been
3 mortgage statements showing the balance so that
4 everything's reflecting accurately in the --

5 Because I owed Mr. Morabito 1.6 million, you know,
6 and so --

7 **Q. Have you requested that mortgage statement?**

8 A. Well, I first spent weeks looking for it. And
9 so, you know, that mortgage was put into place back in
10 the 2002 or '03, and I don't have that stuff. And so
11 I'm -- I need to locate the full mortgage number to get
12 that.

13 But I do know this: That that balance number
14 that's in that one exhibit, all the balance numbers are
15 accurate. But, you know, my attorney asked me to get --
16 I didn't know I had to have that as a backup just to
17 show proof of the balance, and so --

18 **Q. Whose name was that mortgage in?**

19 A. Paul Morabito.

20 MR. GILMORE: Which one?

21 THE WITNESS: Sorry. Which house?

22 MS. PILATOWICZ:

23 **Q. The Mary Fleming property.**

24 A. Paul Morabito.

25 **Q. So have you requested on Paul Morabito's**

1 **behalf?**

2 A. I can't. Paul has to.

3 **Q. Has Paul requested it?**

4 A. I haven't -- I had a discussion with him. I
5 said, "I need a copy."

6 He goes, "Well -- " you know, so --

7 MR. GILMORE: Do you know? Do you know?

8 THE WITNESS: Do I know what?

9 MR. GILMORE: She asked you, do you know if Paul's
10 requested it?

11 THE WITNESS: No.

12 MS. PILATOWICZ:

13 **Q. Did you ask him to request it?**

14 A. Yes.

15 **Q. When did you ask him to request it?**

16 A. Recently.

17 **Q. How recently?**

18 A. Last couple days.

19 **Q. Where did that conversation take place?**

20 A. On the phone.

21 **Q. Was that the purpose for calling to -- Did you**
22 **call him?**

23 A. Yeah, I called him.

24 I said, "I need a mortgage statement."

25 He said, "Well, isn't it in any files?"

1 I go, "No. I can't find it."

2 **Q. Did you request the mortgage statements for any**
3 **other property from the him?**

4 A. No. No.

5 That's the only mortgage that's in his name.

6 **Q. What about the Panorama property?**

7 A. That's in my name and his name, so I'm able to
8 access it.

9 (Whereupon the document referred to is marked by
10 the reporter as Trustee Exhibit 6 for identification.)

11 MS. PILATOWICZ:

12 **Q. Let me show you what's been marked as**
13 **Exhibit 6. EXHIBIT 6**

14 **Do you recognize this document?**

15 A. Hold on one second.

16 This is the Edward Bayuk as Trustee of the Edward
17 Bayuk Living Trust Responses to Plaintiff's First Set of
18 Requests for Production.

19 **Q. Have you seen this document before?**

20 A. Yes.

21 **Q. Did you provide documents in response to these**
22 **requests for production?**

23 A. Yes.

24 **Q. Do you know of anyone else who has documents**
25 **that may be responsive to these requests for production?**

1 Q. Does Bayuk Properties still own 1461 Glenneyre?

2 A. When I purchased Paul's 50 percent, I renamed
3 the company Snowshoe Properties, LLC.

4 Q. Why did you do that?

5 A. Because I bought his 50 percent and wanted to
6 change the name.

7 Q. So Bayuk Properties today is Snowshoe
8 Properties?

9 A. Correct.

10 Q. Let's talk about 5- -- Is it 570 Glenneyre, or
11 520?

12 A. 570 Glenneyre, Laguna Beach.

13 MR. GILMORE: Before we get through that, it's been
14 almost two hours. Should we take a five-minute break?

15 MS. PILATOWICZ: Sure.

16 (A lunch recess is taken.)

17 MS. PILATOWICZ: Back on the record.

18 Q. Okay. Mr. Bayuk, we're back from our lunch
19 break.

20 Do you understand that you're still under the same
21 penalty of perjury that we discussed earlier today?

22 A. Yes.

23 Q. Okay.

24 When we started our break, we were discussing the
25 properties that were owned by Bayuk Properties. We had

1 A. Yeah, the two commercial properties in Laguna
2 Beach and Mary Fleming in Palm Springs.

3 Q. Now, as you pointed out, there was a note that
4 was exchanged for \$1,617,050.00.

5 A. Yeah.

6 Q. What's the status of that note today?

7 A. Today it's paid in full.

8 Q. What payments has Bayuk -- What payments has
9 the Edward William Bayuk Living Trust made for that
10 note?

11 A. Well, I paid Mr. Morabito.

12 Q. How did you pay him?

13 A. Checks.

14 Q. Every payment was through a check?

15 A. I believe so.

16 Q. Did you pay him monthly?

17 A. No.

18 It was erratic with paying.

19 Q. Does that go back to the exhibit we discussed
20 earlier?

21 A. (Nods head in the affirmative.)

22 Q. Let's take that -- I think -- I believe it's
23 Exhibit 5.

24 Are these the payments that you were referring to
25 when you referred to the "erratic" payments?

1 boyfriends.

2 When did I stop dating Paul? Good question. I
3 have to think about it.

4 Well, we shared houses, so the houses were owned
5 tenant-in-common. When did I stop dating him? Maybe
6 the question is, you should ask him when did he start
7 dating someone else.

8 Q. When would you consider that you stopped
9 dating?

10 A. I don't remember.

11 Q. When you said you owned houses
12 tenants-in-common, what houses are you referring to?

13 A. None of the houses were ever owned joint
14 tenancy.

15 And, you know, gay people didn't have any rights
16 until this year.

17 Q. So are you talking about the properties that
18 we've been discussing today, the Glenneyre, the
19 Panorama, or are there other properties?

20 A. What's the question?

21 Q. When you're referring to the "properties," were
22 there other properties other than the ones we've been
23 discussing today that were transferred in 2010?

24 MR. GILMORE: Were there other properties that were
25 transferred?

1 A. No.

2 Q. Did you or your trust ever make any payments to
3 Woodland Heights?

4 A. I would have to look. I don't believe so, but
5 I'd have to check.

6 Q. Do you know how you would check on that?

7 A. I would have to look at my checking accounts.

8 Q. Let me go back to Exhibit -- I believe it was
9 Exhibit 4, which are the Bayuk Trust -- I'm sorry, I
10 believe it's Number 2 -- the Bayuk Trust responses to
11 the interrogatories.

12 Can you look at your response to Interrogatory
13 Number 2, and specifically part d.

14 A. Say that again.

15 Q. Can you just review the answer to your answer
16 to Interrogatory Number 2.

17 A. 2, yeah. And Edward Bayuk, yes.

18 So I use Edward Bayuk most of the time, and once in
19 a while stuff is -- like my driver's license is Edward
20 William Bayuk.

21 MR. GILMORE: Are you asking for the trust?

22 MS. PILATOWICZ: Hold on. Yeah, we're asking for
23 the trust one.

24 MR. GILMORE: That's not 2. That's 3.

25 MS. PILATOWICZ: Yeah, I've got the wrong --

1 MR. GILMORE: She wants Exhibit 3, not Exhibit 2.

2 MS. PILATOWICZ: Sorry. I forgot the Notice of
3 Deposition was in there first.

4 MR. GILMORE: There you go (indicating).

5 MS. PILATOWICZ:

6 **Q. Now can you look at your response to 2.d.**

7 A. 2.d? Since 2007?

8 MR. GILMORE: You want him to look at the question?

9 MS. PILATOWICZ: I'm going to ask a question. I
10 just want to --

11 THE WITNESS: So the question is to identify all
12 business ventures --

13 MR. GILMORE: What's the question?

14 MS. PILATOWICZ: Okay.

15 **Q. When asked about Bayuk Properties in the**
16 **interrogatories, you reference a property, 49 Clayton**
17 **Place, in Reno.**

18 **What is that property?**

19 A. A piece of property in Reno, Nevada -- or
20 Sparks.

21 **Q. When was that property purchased?**

22 A. I don't remember. Long time ago.

23 **Q. What is that property?**

24 A. What is it? I think it's a vacant -- it's a
25 vacant piece of land.

1 Q. Was it owned by Bayuk Properties?

2 A. Yeah.

3 It was deeded to Bayuk Properties.

4 Q. Do you know when?

5 A. I don't know the exact date.

6 Q. Do you know why it wasn't listed in the
7 membership purchase agreement for Bayuk Properties?

8 A. Because I forgot about it.

9 Q. Have you obtained an evaluation of that
10 property?

11 A. Back then, no.

12 And because I forgot about it since then, I
13 never -- I don't think it was ever appraised.

14 Q. Do you have any idea of its value today?

15 A. Could be worth a million dollars today.

16 Q. What's the status of that property? Who owns
17 it now?

18 A. I owned it. And I think when I deeded it over,
19 it was valued at \$100,000.

20 Q. When you "deeded it over," what do you mean?

21 A. I deeded it over. It was, Paul's being sued,
22 and someone wanted it, and --

23 MR. GILMORE: It's in the Answer.

24 MS. PILATOWICZ: No. No.

25 MR. GILMORE: You want to ask him about the --

1 THE WITNESS: If there's exhibits here, I think
2 it's in the exhibit.

3 MS. PILATOWICZ:

4 Q. Did you transfer it to Desi Moreno?

5 A. Yes.

6 Q. Why did you transfer it to Desi Moreno?

7 A. I believe Paul was sued by him, and Desi wanted
8 it.

9 Q. Why did you transfer a property that you owned
10 for settlement that Paul was a part of?

11 A. Oh, because Paul needed to settle a lawsuit,
12 and that's why I keep referring to the "Paul owes me
13 money for that." He owes me for that, too.

14 Q. Do you know what the lawsuit was about?

15 A. No.

16 Q. Were you named in the lawsuit?

17 A. I don't believe so.

18 Q. Did Paul Morabito provide you anything in
19 return for the transfer of that property to Desi Moreno?

20 A. "Did" what?

21 Q. Did Paul Morabito give you anything in return
22 for you transferring that property to Desi Moreno?

23 A. No.

24 He owes me money for the property, the value of the
25 property. That's not on -- I forgot.

1 A. I think that there's a -- Say that again.

2 Q. Did Paul bring this agreement to you, or did
3 you bring this agreement to Paul?

4 A. No, I think it was, you know, I basically said
5 that, you know, I wanted to separate things and make
6 things simple for me, and so, hence, that's why I hired
7 the appraisers and hired them to do whatever.

8 And the agreements were written by a lawyer. And
9 for some reason the appraisals took a while. So, you
10 know, like, so --

11 Q. Well, then let's go back to, when did you first
12 decide you wanted to separate your property from Paul
13 Morabito?

14 A. I forgot, but we've -- we had talked about it
15 for a while, but I forget what time, you know. I think
16 you know, probably throughout the summer, and then
17 became more talking about it more. So October is when
18 we did it. But we talked about it way before then.

19 Q. And you're talking about the summer of 2010?

20 A. Probably, yeah.

21 Q. Was there anything that happened that brought
22 this discussion about?

23 A. Well, I think, you know, I was in Laguna a lot.
24 He was in Reno. And with -- the Herbst case was going
25 on, and so --

1 **Q. Has Snowshoe Properties, LLC --**

2 A. Because you kind of switched from different
3 companies, and I -- Yeah.

4 **Q. Okay.**

5 **Has Snowshoe Properties ever made any payments to**
6 **Paul Morabito?**

7 A. Snowshoe Properties made payments to --

8 **Q. Has Snowshoe Properties, LLC ever made any**
9 **payments to Paul Morabito?**

10 A. I would have to check my bank records.

11 I don't believe so.

12 **Q. Has Snowshoe Properties ever transferred any**
13 **cash to Paul Morabito?**

14 A. Now, I might have taken money out of my company
15 to loan money to Paul, but --

16 **Q. So you may have taken money out of Snowshoe**
17 **Properties, LLC to loan that money to Paul Morabito?**

18 A. Right.

19 **Q. Has Snowshoe Properties, LLC ever transferred**
20 **any cash to Paul Morabito?**

21 A. Snowshoe Properties, cash -- Well, like, again,
22 I think I would have paid -- If there was -- If there
23 was a bill, and Paul wanted -- and Paul needed -- If
24 Paul needed to borrow money from me, I would -- I might
25 have taken money off the account or lent them money.

1 But me, I would take it out and authorize the payment.

2 Q. Okay.

3 What is Snowshoe Capital, LLC?

4 A. It's a company that was set up.

5 Q. What did it do?

6 A. I forget why it was formed.

7 Q. Do you know when it was formed?

8 A. No, I don't remember.

9 Q. Do you know if it was formed before or after
10 2010?

11 A. I don't remember.

12 Q. Do you know if it has any operations today?

13 A. I don't know.

14 Q. Do you know what the ownership interest is --
15 who owns Snowshoe Capital, LLC?

16 A. No.

17 I think you have to check the corporate records.

18 Q. Let's talk about when you and Salvatore
19 Morabito purchased Paul Morabito's interest in
20 Superpumper.

21 Do you recall when that was?

22 A. About 2010.

23 Q. Why did you purchase Paul Morabito's interest
24 in Superpumper?

25 A. We -- Paul owned 80 percent, and we owned

Exhibit 34

RECORDING REQUESTED BY:
FIRST AMERICAN TITLE

AND WHEN RECORDED MAIL TO:
Edward William Bayuk, Trustee et al.
668 N. Pacific Coast Highway #517
Laguna Beach, CA 92651

Order No.: 3005461-3
Escrow No.:
A.P.N.: 507-520-015

TRA: 011-021

DOC # 2010-0531071

11/04/2010 12:48P Fee: 15.00

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	025

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ ~~26~~ CITY TRANSFER TAX IS \$ ~~6~~ NO Consideration

"The Grantors and the Grantees in this Conveyance are comprised of the same parties who continue to hold the same proportionate interest in the property, R & T/11923(d)."

- ☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ unincorporated area ☐ City of Palm Springs AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SNOWSHOE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

hereby GRANT(S) to

EDWARD WILLIAM BAYUK, TRUSTEE OF THE EDWARD WILLIAM BAYUK LIVING TRUST

the following described real property in the County of Riverside, State of California:

Lot 6 of Tract 29075 as shown by Map on file in Book 284 Page 12 to 15 of Maps in the office
of the County Recorder of Riverside County, California.
AKA: 1254 Mary Fleming Circle, Palm Springs, CA 92262

Dated: October 29, 2010

STATE OF CALIFORNIA

COUNTY OF Los Angeles

} ss.

On November 1, 2010 before me

M. MASON

Notary Public, personally appeared

Edward Bayuk

SNOWSHOE PROPERTIES, LLC, A CALIFORNIA LIMITED
LIABILITY COMPANY

By: Edward Bayuk, Manager

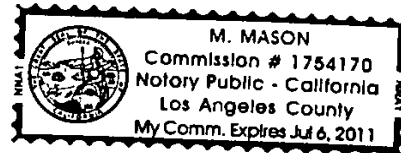
who proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their
authorized capacity(ies) and that by his/her/their
signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature M. Mason
Signature of Notary

Commission Expiration Date: 7/6/2011



(This area for official notarial seal)

MAIL TAX STATEMENTS TO: Edward William Bayuk, Trustee et al., 668 N. Pacific Coast Highway #517

Exhibit 35

GENERAL CONVEYANCE

This General Conveyance and ("**this Conveyance**") made as of the 31st day of October, 2010.

B E T W E E N :

WOODLAND HEIGHTS LIMITED

(hereinafter referred to as the "**Vendor**")

- and -

ARCADIA LIVING TRUST

(hereinafter referred to as the "**Purchaser**")

WHEREAS, the Vendor is an Ontario corporation with an ownership interest in multiple assets (the "**Business**");

AND WHEREAS, one of such assets of Vendor is as the registered owner of certain lands located in the City of Thorold, in the Province of Ontario, which lands are more particularly described in Schedule "A" hereto (the "**Lands**");

AND WHEREAS, the Vendor is the beneficial owner of a Forty (40%) percent interest (the "**Vendor's Interest**") in the Lands and the balance of which the Vendor holds in trust for the benefit of other third party investors pursuant to a joint venture arrangement (the "**Other Investors**" and together with the Vendor, collectively the "**Joint Venturers**");

AND WHEREAS, the Purchaser wishes to acquire a portion of the Vendor's Interest for the sum and in accordance with the provisions of this Conveyance;

THIS CONVEYANCE WITNESSES that for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, the parties agree as follows:

1. **Definitions**. The capitalized terms used in this Conveyance have the following meanings:

"**Assumed Liabilities**" means the Purchaser's proportionate share of the Mortgage debt and periodic interest payments thereon, real property taxes, on-going obligations under the subdivision agreement with the City of Thorold, on-going maintenance and repairs to the Lands, accounting and legal costs and any and all other costs and obligations which the Vendor may incur from time to time for and on behalf of the Joint Venturers, but shall not

include any expenses incurred by Vendor with respect to any of its other assets or operations;

"Lands" means the lands and premises described and outlined in red in Schedule "A" hereto;

"Mortgage" means a first mortgage registered against the Lands securing a loan from Meridian Credit Union Limited ("Meridian") in the original principal sum of One Million, Four Hundred & Forty Thousand Dollars (\$1,440,000.00) with interest thereon at the rate of Three (3%) percent per annum above Meridian's prime rate from time to time payable monthly;

"Bayuk Note" means a certain promissory note dated October 1, 2010, from Edward William Bayuk Living Trust as Borrower to Arcadia Living Trust as Lender in the principal amount of One Million, Six Hundred & Seventeen Thousand and Fifty Dollars (US \$1,617,050.00). A copy of the Bayuk Note is attached hereto as Schedule "B";

"Conveyed Asset" means a Fifty-one and 65/100(51.65%) percent portion of the Vendor's Interest in the Lands (being Twenty and 66/100 percent (20.66%) of all the Lands) purchased hereunder and conveyed to Purchaser in accordance with this Conveyance;

"Vendor's Interest" means a Forty percent (40%) undivided beneficial ownership interest which the Vendor holds in the Lands;

2. Conveyance. Subject to the terms hereof, the Vendor sells, grants, transfers and conveys the Conveyed Asset with effect as of October 1, 2010, to the Purchaser, its successors and assigns, to have and to hold the said Conveyed Asset and all such right, title, interest, property, claim and demand unto and to the use of the Purchaser, its successors and assigns.

3. Representations and Warranties. The Vendor covenants, represents and warrants to the Purchaser as follows:

- (a) **Incorporation and Power.** The Vendor is a corporation duly incorporated under the laws of the Province of Ontario and is duly organized, validly subsisting and in good standing under such laws. The Vendor has the full corporate power, absolute authority and is qualified to own and dispose of its properties and assets and to carry on the Business as presently carried on by it.
- (b) **Corporate Authority.** The Vendor has all necessary corporate power, authority and capacity to enter into this Conveyance and all other agreements and instruments to be executed by it as contemplated by this Conveyance and to carry out its obligations under this Conveyance and such other agreements and instruments.

- (c) **Execution and Delivery.** The execution and delivery of this Conveyance and all other agreements and instruments to be executed and delivered as contemplated by this Conveyance and the completion of the transactions contemplated by this Conveyance and such other agreements and instruments have been duly authorized by all necessary corporate action on the part of the Vendor and its shareholders and directors, as necessary.
- (d) **Binding Obligation.** This Conveyance is a legal, valid and binding obligation of the Vendor, enforceable against the Vendor in accordance with its terms, subject to:
 - (i) bankruptcy, insolvency, moratorium, reorganization and other laws affecting the enforcement of creditors' rights generally; and
 - (ii) the extent that equitable remedies, including the remedies of specific performance and injunction, are only available in the discretion of the court from which they are sought.
- (e) **Vendor's Title.** The Vendor has good and marketable title to the Vendor's Interest and the Conveyed Asset, the Lands of which are free and clear of all encumbrances other than the Mortgage and the obligations set out as Assumed Liabilities;
- (f) **Right to Convey.** The Vendor is now rightfully and absolutely possessed of and entitled to the Conveyed Asset and every part thereof other than those interests owned by the Other Investors. The Vendor has the right to transfer and assign only the part of or all of the Vendor's Interest to the Purchaser, and the Purchaser shall and may immediately upon the execution and delivery of this Conveyance quietly have, hold, possess and enjoy the Conveyed Asset free and clear and absolutely released and discharged from and against all former and other bargains, sales, gifts, grants and encumbrances, including any such encumbrances that may or could be made by any Other Investor, other than the Mortgage and the obligations set forth as Assumed Liabilities.

4. Purchase Price.

- (a) The purchase price payable by the Purchaser to the Vendor for the Conveyed Asset is One Million, Six Hundred & Seventeen Thousand and Fifty Dollars (US \$1,617,050.00) (the "Purchase Price"), which purchase price is payable as follows:
 - (i) The Purchase Price shall be paid by assignment of the Bayuk Note to the Vendor at closing. Purchaser on closing shall execute and deliver an allonge to the Bayuk Note assigning such Bayuk Note to the Vendor and shall notify and direct the Borrower as defined in the Bayuk Note to henceforth make all payments thereunder to the Vendor. Irrespective of said assignment, the

SULLIVAN MAHONEY LLP

Purchaser shall remain responsible and liable for the payment of the Purchase Price.

- (ii) The Purchaser acknowledges that the Vendor, in accepting the Bayuk Note as payment of the Purchase Price, does not accept the endorsement of the Bayuk Note as absolute satisfaction of the Purchase Price payable by Vendor hereunder but rather as the means by which the Purchase Price will be satisfied and reserves unto itself an unpaid vendor's lien for and until the Purchase Price has been satisfied in full.

5. Purchaser Acknowledgements. The Purchaser acknowledges that:

- (a) The Lands are held by the Vendor in trust for all Joint Venturers and there is no joint venture agreement, partnership agreement or other document that governs the respective rights and obligations of the Vendor and Other Investors. All respective interests in the Lands appear as an undivided entity with a common interest in the Land as a whole and that no Other Investor is entitled to an absolute conveyance of any part or portion of the Lands, except for the interest in the Lands claimed by that Other Investor represented by the proportionate share of the Other Investor's Assumed Liabilities;
- (b) The Lands are held for sale and/or development and that a division of the beneficial interests will occur as and when the Lands are sold and/or developed by way of distribution of the net proceeds of sale and in accordance with the proportionate interests of all Joint Venturers.

6. Vendor Acknowledgements. The Vendor, as bare trustee, does hereby acknowledge that it shall hold the Conveyed Asset in trust for the Purchaser in accordance with Purchaser's interest as herein set out. The Vendor, as trustee, covenants and agrees that it will account to the Purchaser from time to time but in no event shall Vendor account to the Purchaser less than which it accounts to the Other Investors and will specifically do so in the event of any sale, transfer or other disposition of the Lands.

7. Miscellaneous.

- (a) The parties hereto acknowledge that all expenses from and after the date hereof shall accrue to and be discharged by the Purchaser in accordance with its proportionate interest.
- (b) This Conveyance shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- (c) This Conveyance shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

SULLIVAN MAHONEY LLP

IN WITNESS WHEREOF the parties have executed this Conveyance on the date first above written.

WOODLAND HEIGHTS LIMITED

By: 

Name: Sam Morabito

Title: President

I have authority to bind the Corporation.

ARCADIA LIVING TRUST

By: 

Name: Paul A. Morabito

Title: Trustee

I have authority to bind the Trust

ALLONGE

This Allonge is affixed to, and forms a part of, that certain Promissory Note dated October 1, 2010 (the "Note") having an original principal balance of \$1,617,050, wherein Edward William Bayuk Living Trust is the Borrower and Arcadia Living Trust is the Lender. The Note is hereby endorsed to Woodland Heights Limited, an Ontario corporation.

ENDORSEMENT

PAY TO THE ORDER OF WOODLAND HEIGHTS LIMITED, WITHOUT
RECOURSE.

Dated: October 31, 2010.

ARCADIA LIVING TRUST

By: _____

Paul Morabito, Trustee

Acknowledged and accepted,
This 31st day of October, 2010

WOODLAND HEIGHTS LIMITED

By: _____

Sam Morabito, President

Exhibit 36

10180

APPRAISAL OF REAL PROPERTY**LOCATED AT**

371 El Camino Del Mar
Laguna Beach, CA 92651-2417
N Tract 870 Lot 20 MM 27-30,31,32, 340-46

FOR

Arcadia Living Trust/Bayuk Edward
371 E. Camino Del Mar
Laguna Beach, CA 92651

OPINION OF VALUE

1,950,000

AS OF

09/24/2010

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SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	371 El Camino Del Mar
	Legal Description	N Tract 870 Lot 20 MM 27-30,31,32, 340-46
	City	Laguna Beach
	County	Orange
	State	CA
	Zip Code	92651-2417
	Census Tract	0626.05
	Map Reference	950G3
SALE PRICE	Sale Price	\$ None
	Date of Sale	None
LOAN	Borrower/Client	Not for lending purposes
	Lender	Arcadia Living Trust/Bayuk Edward
DESCRIPTION OF PROPERTY	Size (Square Feet)	2,358
	Price per Square Foot	\$
	Location	Good
	Age	74
	Condition	Good
	Total Rooms	7
	Bedrooms	3
	Baths	3.5
APPRAISER	Appraiser	Daniel M Christian
	Date of Appraised Value	09/24/2010
VALUE	Opinion of Value	\$ 1,950,000

RESIDENTIAL APPRAISAL SUMMARY REPORT

File No: 10180

Property Address: 371 El Camino Del Mar		City: Laguna Beach		State: CA		Zip Code: 92651-2417	
County: Orange		Legal Description: N Tract 870 Lot 20 MM 27-30,31,32, 349-46					
		Assessor's Parcel #: 644-032-01					
Tax Year: 09/10		R.E. Taxes: \$ 18,189.36		Special Assessments: \$ N/A		Borrower (if applicable): Not for lending purposes	
Current Owner of Record: Morabito/Arcadia Living Trust		Occupant: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant <input type="checkbox"/> Manufactured Housing					
Project Type: <input type="checkbox"/> PUD <input type="checkbox"/> Condominium <input type="checkbox"/> Cooperative <input type="checkbox"/> Other (describe)		HOA: \$ N/A		per year		<input type="checkbox"/> per month	
Market Area Name: Laguna Village		Map Reference: 950G3		Census Tract: 0626.05			
The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)							
This report reflects the following value (if not current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective							
Approaches developed for this appraisal: <input checked="" type="checkbox"/> Sales Comparison Approach <input checked="" type="checkbox"/> Cost Approach <input type="checkbox"/> Income Approach (See Reconciliation Comments and Scope of Work)							
Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)							
Intended Use: This report is intended for use by the client to determine current market value and estate purposes only and is not intended for any other use.							
Intended User(s) (by name or type): Arcadia Living Trust							
Client: Arcadia Living Trust/Bayou Edward		Address: 371 El Camino Del Mar, Laguna Beach, CA 92651					
Appraiser: Daniel M Christian		Address: 118 S. Catalina Avenue #M, Redondo Beach, CA 90277					
Location: <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural		Predominant Occupancy: <input checked="" type="checkbox"/> One-Unit Housing <input type="checkbox"/> Present Land Use <input type="checkbox"/> Change in Land Use					
Built up: <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%		PRICE: \$ (000)		AGE (yrs)		<input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely <input type="checkbox"/> In Process	
Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow		570 Low		1		2-4 Unit 10%	
Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining		15,000 High		120		Multi-Unit 15%	
Demand/Supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply		1,400 Pred		50		Comm'l 10%	
Marketing time: <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.		1,400 Pred		50		Open Space 15%	
Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): Neighborhood consists of one and two story single family homes, condominiums, and multi-family residential units reflecting a variety of age, size and styles. The area trend is to raze or remodel older structures to custom homes. The inventory (supply) is stable over the last twelve months and is considered stable at time of inspection. Currently supply and demand appears to be in a transition period. Conventional loans at 3-6% +/- are prevalent. Properties listed with a reasonable market value are selling within 30-180 days. Properties that are at the upper end of market value are sitting on the market up to 6-9 months. Orange county has been effected by increasing competition among bank owned (REO) properties. There were foreclosures noted in the subject's neighborhood, and those that have sold where within a reasonable market price. Short sales have also occurred, although are priced and sold consistently with standard sales. Many REO properties are purchased at auction or at the trustee sale and then rehabbed listed under market value to create multiple offers.							
Dimensions: (See Plat Map)		Site Area: 6,785 Sq.Ft.					
Zoning Classification: R1		Description: Single Family Residence					
Are CD/Rs applicable? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		Zoning Compliance: <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (grandfathered) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning					
Have the documents been reviewed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Ground Rent (if applicable) \$					
Highest & Best Use as Improved: <input checked="" type="checkbox"/> Present use, or <input type="checkbox"/> Other Use (explain)							
Actual Use as of Effective Date: Single Family Residential		Use as appraised in this report: Single Family Residential					
Summary of Highest & Best Use: Highest and best use is the current use as a single family residential.							
Utilities: Public Other Provider/Description		Off-site improvements: Type		Public Private		Topography Level Above Street Grade Lot	
Electricity <input checked="" type="checkbox"/> <input type="checkbox"/> N/A		Street Macadam		<input checked="" type="checkbox"/> <input type="checkbox"/>		Size Typical of Area	
Gas <input checked="" type="checkbox"/> <input type="checkbox"/> N/A		Curb/Gutter Concrete		<input checked="" type="checkbox"/> <input type="checkbox"/>		Shape Rectangular	
Water <input checked="" type="checkbox"/> <input type="checkbox"/> N/A		Sidewalk Concrete		<input checked="" type="checkbox"/> <input type="checkbox"/>		Drainage Appears Adequate	
Sanitary Sewer <input checked="" type="checkbox"/> <input type="checkbox"/> N/A		Street Lights Incandescent		<input checked="" type="checkbox"/> <input type="checkbox"/>		View None	
Storm Sewer <input checked="" type="checkbox"/> <input type="checkbox"/> N/A		Alley Macadam		<input checked="" type="checkbox"/> <input type="checkbox"/>			
Other site elements: <input type="checkbox"/> Inside Lot <input checked="" type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac <input type="checkbox"/> Underground Utilities <input type="checkbox"/> Other (describe)							
FEMA Spec Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone X		FEMA Map # 06058C0417J FEMA Map Date 12/3/2009					
Site Comments: Site is a corner level street grade lot that is typical in size for this area. The title report was not made available for review and I have not checked the land records for recorded easements and have reported only apparent easements, encroachments and other apparent adverse conditions. No apparent adverse easements were noted at time of inspection.							
General Description		Exterior Description		Foundation		Basement <input checked="" type="checkbox"/> None	
# of Units One <input type="checkbox"/> Acc. Unit		Foundation Concrete		Slab Yes		Area Sq. Ft. None	
# of Stories Two		Exterior Walls Stucco/Wood		Crawl Space Yes		% Fin shed N/A	
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att.		Roof Surface Concrete Tile		Basement None		Ceiling N/A	
Design (Style) Traditional		Gutters & Downsp. Yes/Yes		Sump Pump <input type="checkbox"/> None		Walls N/A	
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und. Cons.		Window Type Vinyl		Dampness <input type="checkbox"/> None		Floor N/A	
Actual Age (Yrs.) 74		Storm Screens No/Yes		Settlement None Noted		Outside Entry N/A	
Effective Age (Yrs.) 5-10				Infestation None Noted			
Interior Description		Appliances		Attic <input type="checkbox"/> None		Amenities	
Floors Hardwd./Tile/Good		Refrigerator <input checked="" type="checkbox"/>		Stairs <input type="checkbox"/> Fireplaces # 2		Woodstove(s) #	
Walls Drywall/Good		Range/Oven <input checked="" type="checkbox"/>		Drop Stair <input type="checkbox"/> Patio Brick			
Trim/Finish Wood/Paint/Good-Exc		Disposal <input checked="" type="checkbox"/>		Scuttle <input checked="" type="checkbox"/> Deck None			
Bath Floor Tile/Good-Excellent		Dishwasher <input checked="" type="checkbox"/>		Dewarway <input checked="" type="checkbox"/> Porch Brick			
Bath Wainscot Tile/Good-Excellent		Fan/Hood <input checked="" type="checkbox"/>		Floor <input type="checkbox"/> Fence Wood			
Doors Wood/Good		Microwave <input checked="" type="checkbox"/>		Heated <input type="checkbox"/> Pool Yes			
		Washer/Dryer <input type="checkbox"/> Finished <input type="checkbox"/> Hot Tub Yes					
Finished area above grade contains: 7 Rooms 3 Bedrooms 3.5 Bath(s)						2,358 Square Feet of Gross Living Area Above Grade	
Additional features: Subject has court yard, brick patio, brick porch, brick work, perimeter wood fencing, granite counter tops, fireplace's, laundry room, recessed lighting, granite hearth, hot tub (spa), pool, fire pit, alarm system, kitchen built-ins and two car garage.							
Describe the condition of the property (including physical, functional and external obsolescence): Subject property reflects typical depreciation for its age due to ongoing maintenance and recent upgrades. Subject has been upgraded and remodeled throughout. The subject reflects good condition and appeal with no adverse conditions, inadequacies or repairs noted at time of inspection. Public records indicate the subject to be 1,471, however upon inspection subject is 2,358 square feet. Measured square feet is used in this report.							

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MORABITO (341).002491

RESIDENTIAL APPRAISAL SUMMARY REPORT

File No.: 10180

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): FARES (First American Title - Real Quest) NDC (National Data Collective) MLS (Multiple Listing Service)

1st Prior Subject Sale/Transfer Analysis of sale/transfer history and/or any current agreement of sale/listing: A three year sales history was conducted.

Date: N/A and according to the aforementioned sources no sale in last three years. The subject is not currently listed

Price: N/A for sale and has not been listed for sale in the previous 12 months.

Source(s): FARES, NDC, MLS Comparable #1 is a standard sale and has not sold in past 12 months.

2nd Prior Subject Sale/Transfer Comparable #2 is a standard sale and has not sold in past 12 months.

Date: N/A Comparable #3 is a standard sale and has not sold in past 12 months.

Price: N/A Comparable #4 is a pending standard sale and has not sold in 12 months.

Source(s): N/A Comparable #5 is a active standard listing and has not sold in 12 months.

SALES COMPARISON APPROACH TO VALUE (if developed) ☐ The Sales Comparison Approach was not developed for this appraisal.

FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Address	371 El Camino Del Mar Laguna Beach, CA 92651-2417	479 Oak Street Laguna Beach, CA 92651	939 Catalina Laguna Beach, CA 92651	655 Brooks Street Laguna Beach, CA 92651
Proximity to Subject		0.43 miles SE	0.29 miles SE	0.52 miles SE
Sale Price	\$ None	\$ 1,950,000	\$ 1,900,000	\$ 1,900,000
Sale Price/GA	\$ /sq.ft.	\$ 812.50 /sq.ft.	\$ 863.64 /sq.ft.	\$ 767.37 /sq.ft.
Data Source(s)	Inspection	APN: 644-191-05	APN: 644-081-05	APN: 644-193-02
Verification Source(s)	FARES,MLS	FARES,MLS,Doc.#21470	FARES,MLS,Doc.#175709	FARES,MLS,Doc.#104922
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION
Sales or Financing Concessions	N/A	Conventional		Conventional
Date of Sale/Time	None	01/14/2010	04/14/2010	03/05/2010
Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Location	Good	Good	Good	Good
Site	6,785 Sq.Ft.	6,047 Sq.Ft.	3,000 Sq.Ft.	5,350 Sq.Ft.
View	None	None	None	None
Design (Style)	Traditional	Traditional	Traditional	Traditional
Quality of Construction	Good	Good	Good	Good
Age	74	79	82	81
Condition	Good	Good	Good	Good
Above Grade Room Count	Total Bdrms Baths 7 3 3.5	Total Bdrms Baths 7 3 2.5	Total Bdrms Baths 7 3 3	Total Bdrms Baths 7 3 2
Gross Living Area	2,358 sq.ft.	2,400 sq.ft.	2,200 sq.ft.	2,476 sq.ft.
Basement & Finished Rooms Below Grade	None	None	None	None
Functional Utility	Good	Average	Average	Average
Heating/Cooling	FAU/CAC	FAU/CAC	FAU/CAC	FAU/CAC
Energy Efficient Items	None	None	None	None
Garage/Carport	2 Car Garage	2 Car Garage	2 Car Garage	1 Car Garage
Porch/Patio/Deck	Porch/Patio	Porch/Patio	Porch/Patio	Porch/Patio
Fencing/Pools/Amenities	Pool and Spa	None	None	None
Remodel/Upgrades/Ext. Age	Upgrades	Upgrades	Upgrades	Upgrades
Additional Amenities	None	None	None	None
Guest House/Extra Build.	None	Guest House	None	None
Days On Market: DOM	None	67 Days	238 Days	190 Days
Net Adjustment (Total)	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -2,000	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 94,000	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 50,000	
Adjusted Sale Price of Comparables		\$ 1,948,000	\$ 1,994,000	\$ 1,950,000

Summary of Sales Comparison Approach Market adjustments were made accordingly and were rounded to the nearest 1000th. The sales used were among the best verifiable sales data available at time of appraisal was made and have characteristics that would appeal to a similar buyer. The supplied sales data provides a good correlation of value, with the final estimated value being well supported. Gross livable area adjustments were made at \$100 per square foot with bedroom and bathroom adjustments being absorbed when double adjustment would occur. Bedroom and bathroom adjustment were made at \$8,000 and half bathroom adjustments were made at \$4,000. Due to the lack of recent similar sized sales with pools across the board adjustments were made for pool. Functional obsolescence is noted. A cost approach due to this market not recognizing full cost of new pool. Guest house adjustments were made to comparable #1 due to detached guest house pre MLS. Lot adjustment is made at \$10 per square foot on sales over 2,000 square foot differences. All five comparable sales have similar upgrading and remodeling therefore no adjustments were needed. All adjustment were made accordingly per exterior inspection and MLS. See attached for additional comparable sales.

Indicated Value by Sales Comparison Approach \$ 1,950,000



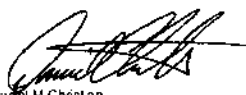
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3/2007

MORABITO (341).002492

RESIDENTIAL APPRAISAL SUMMARY REPORT

File No.: 10180

COST APPROACH TO VALUE (if developed) <input type="checkbox"/> The Cost Approach was not developed for this appraisal. Provide adequate information for replication of the following cost figures and calculations: Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value): Land value was derived by the extraction method due to lack of vacant land sales. Land to building value ratio is typical due to convenience to modern conveniences. Interviews with local builders reveal that the cost data service such as Marshall and Swift for this area do not reflect reasonable cost to build and are less than actual costs, therefore, the figures were derived from local builders and contractors, which include architectural, engineering, entrepreneur costs.	
ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW Source of cost data: Local builders and contractors. Quality rating from cost service: N/A Effective date of cost data: N/A Comments on Cost Approach (gross living area calculations, depreciation, etc.): See attached sketch for gross living area calculations. Measurements were rounded to the nearest foot. The interior walls if noted are not to scale and supplied to aid the reader to visualize the floor plan. Functional obsolescence is noted in cost approach as this market does not recognize full cost new for poor.	OPINION OF SITE VALUE = \$ 1,200,000 DWELLING 2,358 Sq.Ft. @ \$ 400.00 = \$ 943,200 Sq.Ft. @ \$ = \$ Sq.Ft. @ \$ = \$ Sq.Ft. @ \$ = \$ Sq.Ft. @ \$ = \$ Pool and Built-ins included in base. Garage/Carport 384 Sq.Ft. @ \$ 90.00 = \$ 34,560 Total Estimate of Cost-New = \$ 977,760 Less: Physical Functional External Depreciation 225,667 10,000 = \$ 235,667 Depreciated Cost of Improvements = \$ 742,093 "As-is" Value of Site Improvements = \$ 10,000 = \$
Estimated Remaining Economic Life (if required): 50 Years INDICATED VALUE BY COST APPROACH = \$ 1,952,093	
INCOME APPROACH TO VALUE (if developed) <input checked="" type="checkbox"/> The Income Approach was not developed for this appraisal. Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach Summary of Income Approach (including support for market rent and GRM):	
PROJECT INFORMATION FOR PUDs (if applicable) <input type="checkbox"/> The Subject is part of a Planned Unit Development. Legal Name of Project: Describe common elements and recreational facilities:	
INDICATED VALUE BY: Sales Comparison Approach \$ 1,950,000 Cost Approach (if developed) \$ 1,952,093 Income Approach (if developed) \$ Final Reconciliation Direct sales comparison was given the greatest consideration as it best reflects typical reactions between buyer and seller. Cost approach is merely supportive, income approach is not used due to area being predominately owner occupied single family homes. Exterior inspection was made and appraiser has previous appraisal report.	
This appraisal is made <input checked="" type="checkbox"/> "as is" <input type="checkbox"/> subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, <input type="checkbox"/> subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair:	
<input type="checkbox"/> This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda. Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 1,950,000 as of: 09/24/2010 which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda. A true and complete copy of this report contains 24 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report. Attached Exhibits: <input type="checkbox"/> Scope of Work <input checked="" type="checkbox"/> Limiting Cond./Certifications <input type="checkbox"/> Narrative Addendum <input checked="" type="checkbox"/> Photograph Addenda <input checked="" type="checkbox"/> Sketch Addendum <input checked="" type="checkbox"/> Map Addenda <input checked="" type="checkbox"/> Additional Sales <input type="checkbox"/> Cost Addendum <input type="checkbox"/> Food Addendum <input type="checkbox"/> Manual House Addendum <input type="checkbox"/> Hypothetical Conditions <input checked="" type="checkbox"/> Extraordinary Assumptions <input checked="" type="checkbox"/> Resume <input checked="" type="checkbox"/> State Certification <input type="checkbox"/>	
Client Contact: Edward Bayuk Client Name: Arcadia Living Trust/Bayuk Edward E-Mail: EBayuk@cowestcp.com Address: 371 El Camino Del Mar, Laguna Beach, CA 92651	
APPRAISER  Appraiser Name: Daniel M. Christian Company: Justmann & Associates, Inc. Phone: (310) 937-6151 Fax: (310) 937-6150 E-Mail: daniel@jasaprea.net Date of Report (Signature): 09/28/2010 License or Certification #: AR607122 State: CA Designation: N/A Expiration Date of License or Certification: 11/26/2010 Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: 09/24/2010	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable) Supervisory or Co-Appraiser Name: Mark S. Justmann Company: Justmann & Associates, Inc. Phone: 626-390-1134 Fax: E-Mail: just1mann@aol.com Date of Report (Signature): 09/28/2010 License or Certification #: AG002802 State: CA Designation: MAI Expiration Date of License or Certification: 02/25/2011 Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input checked="" type="checkbox"/> None Date of Inspection: Desk Review

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MORABITO (341).002493

ADDITIONAL COMPARABLE SALES

File No. 10180

FEATURE	SUBJECT	COMPARABLE SALE #4	COMPARABLE SALE #5	COMPARABLE SALE #6
Address	371 El Camino Del Mar Laguna Beach, CA 92651-2417	542 Cress Street Laguna Beach, CA 92651	1365 Catalina Laguna Beach, CA 92651	
Proximity to Subject	0.5 miles SE	0.5 miles SE	0.56 miles SE	
Sale Price	\$ None	\$ 1,849,000	\$ 1,995,000	\$
Sale Price/GIA	\$ /sq.ft.	\$ 1,004.35/sq.ft.	\$ 937.94/sq.ft.	\$ /sq.ft.
Data Source(s)	Inspection	APN: 644-192-30	APN: 644-201-07	
Verification Source(s)	FARES,MLS	FARES,MLS,Pending Sale	FARES,MLS,Active Listing	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing	N/A	In Escrow	Active Listing	
Concessions	N/A	N/A	N/A	
Date of Sale/Time	None	08/14/2010 LD	08/29/2010 LD	
Rights Appraised	Fee Simple	Fee Simple	Fee Simple	
Location	Good	Good	Good	
Site	6,785 Sq.Ft.	6,432 Sq.Ft.	5,250 Sq.Ft.	
View	None	None	None	
Design (Style)	Traditional	Traditional	Traditional	
Quality of Construction	Good	Good	Good	
Age	74	76	58	
Condition	Good	Good	Good	
Above Grade	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths
Room Count	7 3 3.5	7 3 3	7 4 3	
Gross Living Area	2,358 sq.ft.	1,841 sq.ft.	2,127 sq.ft.	sq.ft.
Basement & Finished Rooms Below Grade	None	None	None	
Functional Utility	Good	Good	Average	
Heating/Cooling	FAU/CAC	FAU/CAC	FAU/CAC	
Energy Efficient Items	None	None	None	
Garage/Carport	2 Car Garage	1 Car Garage	2 Car Garage	
Porch/Patio/Deck	Porch/Patio	Porch/Patio	Porch/Patio	
Fencing/Pool/Amenities	Pool and Spa	None	None	
Remodel/Upgrades/Est. Age	Upgrades	Upgrades	Upgrades	
Additional Amenities	None	None	None	
Guest House/Extra Bldg.	None	None	None	
Days On Market: DOM	None	41 Days	26 Days	
Net Adjustment (Total)		\$ 102,000	\$ 63,000	\$
Adjusted Sale Price of Comparables		\$ 1,951,000	\$ 2,058,000	\$

Summary of Sales Comparison Approach Pending comparable #4 and active listing #5 were provided as additional supportive data and was adjusted in accordance to comparables #1-#3. No adjustments were made for negotiations between buyer and seller. Market adjustments were made accordingly and were rounded to the nearest 1000th. The sales used were among the best verifiable sales data available at time of appraisal was made and have characteristics that would appeal to a similar buyer. The supplied sales data provides a good correlation of value, with the final estimated value being well supported.



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MORABITO (341).002494

File No.: 10:80

Property Address: 371 El Camino Del Mar City: Laguna Beach State: CA Zip Code: 92651-2417
 Client: Arcadia Living Trust/Bayuk Edward Address: 371 El Camino Del Mar, Laguna Beach, CA 92651
 Appraiser: Daniel M Christian Address: 118 S. Catalina Avenue #M, Redondo Beach, CA 90277

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

— The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

— The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.

— If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

— The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

— If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.

— The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

— The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

— The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

— If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.

— An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

— The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.

— An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

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MORABITO (341).002495

Certifications

File No.: 0180

Property Address: 371 El Camino Del Mar	City: Laguna Beach	State: CA	Zip Code: 92651-2417
Client: Arcadia Living Trust/Bayuk Edward	Address: 371 El Camino Del Mar, Laguna Beach, CA 92651		
Appraiser: Daniel M Christian	Address: 118 S. Catalina Avenue #M, Redondo Beach, CA 90277		

APPRAISER'S CERTIFICATION

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

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

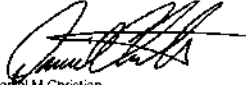
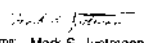
Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: Edward Bayuk	Client Name: Arcadia Living Trust/Bayuk Edward
E-Mail: EBayuk@cowestco.com	Address: 371 El Camino Del Mar, Laguna Beach, CA 92651
APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
	
Appraiser Name: Daniel M Christian	Supervisory or Co-Appraiser Name: Mark S. Justmann
Company: Justmann & Associates, Inc.	Company: Justmann & Associates, Inc.
Phone: (310) 937-6151 Fax: (310) 937-6150	Phone: 628-390-1134 Fax: _____
E-Mail: daniel@esaprea.net	E-Mail: just1mann@aol.com
Date Report Signed: 09/27/2010	Date Report Signed: 09/28/2010
License or Certification #: AR007:22 State: CA	License or Certification #: AG002802 State: CA
Designation: N/A	Designation: MAI
Expiration Date of License or Certification: 11/26/2010	Expiration Date of License or Certification: 02/25/2011
Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None	Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input checked="" type="checkbox"/> None
Date of Inspection: 09/24/2010	Date of Inspection: Desk Review

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MORABITO (341).002496

Client:	Arcadia Living Trust/Bayuk Edward	Client File #:	
Subject Property:	371 El Camino Del Mar, Laguna Beach, CA 92651-2417	Appraisal File #:	10180

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

- This report is prepared using forms developed and copyrighted by the Appraisal Institute. However, the content, analyses, and opinions set forth in this report are the sole product of the appraiser. The Appraisal Institute is not liable for any of the content, analyses, or opinions set forth herein.
- No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, having responsible ownership and competent management.
- I have examined the property described herein exclusively for the purposes of identification and description of the real property. The objective of our data collection is to develop an opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraiser's observations and reporting of the subject improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound and all components are in working condition.
- I will not be required to give testimony or appear in court because of having made an appraisal of the property in question, unless specific arrangements to do so have been made in advance, or as otherwise required by law.
- I have noted in this appraisal report any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, we have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties, express or implied. We will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because I am not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that I believe to be true and correct.
- I will not disclose the contents of this appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and/or applicable federal, state or local laws.
- The Client is the party or parties who engage an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- A true and complete copy of this report contains 24 pages including exhibits which are considered an integral part of the report. The appraisal report may not be properly understood without access to the entire report.
- If this valuation conclusion is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without significant deviation.

VALUE DEFINITION

☒ **Market Value Definition (below)** ☐ **Alternate Value Definition (attached)**

MARKET VALUE is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: *Appraisal Institute Dictionary of Real Estate Appraisal*

*** NOTICE:** The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraiser(s).

AI Reports™ Form AI-900.01 Assumptions and Limiting Conditions/Certification

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11/08/2005

Form AI9001 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

MORABITO (341).002497

Client:	Arcadia Living Trust/Bayuk Edward	Client File #:	
Subject Property:	371 El Camino Del Mar, Laguna Beach, CA 92651-2417	Appraisal File #:	10180

APPRAISER CERTIFICATION

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

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions, and conclusions.
- I have no present (unless specified below) or prospective interest in the property that is the subject of this report, and I have no (unless specified below) personal interest with respect to the parties involved.
- I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon the developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Individuals who have provided significant real property appraisal assistance are named below. The specific tasks performed by those named are outlined in the Scope of Work section of this report.

☐ None ☐ Name(s) _____

As previously identified in the scope of work section of this report, the signer(s) of this report certify to the inspection of the property that is the subject of this report as:

Appraiser ☐ None ☒ Interior ☐ Exterior

Co-Appraiser ☒ None ☐ Interior ☐ Exterior

ADDITIONAL CERTIFICATION FOR APPRAISAL INSTITUTE MEMBERS**Appraisal Institute Member Certify:**

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Designated Appraisal Institute Member Certify:

- As of the date of this report, I ☒ have / ☐ have not completed the continuing education program of the Appraisal Institute.

Designated Appraisal Institute Member Certify:

- As of the date of this report, I ☒ have / ☐ have not completed the continuing education program of the Appraisal Institute.

APPRAISER:

Signature _____

Name Daniel M Christian Report Date 09/28/2010

State Certification # AR007122 ST CA

or License # _____ ST _____

Expiration Date 11/26/2010

CO-APPRAISER:

Signature _____

Name Mark S. Justmann Report Date 09/28/2010

State Certification # _____ ST _____

or License # AG002802 ST CA

Expiration Date 02/25/2011

* NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraiser(s).

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11/08/2005

Form AI9001 — "WinTOTAL" appraisal software by la mode, inc. — 1-800-ALAMODE

MORABITO (341).002498

Borrower/Client	Not for lending purposes			File No.	10180
Property Address	371 El Camino Del Mar				
City	Laguna Beach	County	Orange	State	CA
Lender	Arcadia Living Trust/Bayuk Edward				

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

- ☐ Self Contained (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☒ Summary (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ Restricted Use (A written report prepared under Standards Rule 2-2(c), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

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

- The statements of fact contained 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, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or the specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).
- Unless otherwise indicated, I have performed no services regarding the subject property within the prior three years, as an appraiser or in any other capacity.

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

— This is a complete summary appraisal report. This appraisal report is intended to comply with the guidelines set forth in the Uniform Standards of Professional Appraisal Practice (USPAP) minimal appraisal standards. The purpose of this appraisal is to provide an opinion of an estimated market value of the subject property, as of the specific date provided within the report. The property rights appraised are fee simple, assuming no indebtedness or encumbrances against the property and a clear and marketable title. The appraiser has no liability or responsibility to any other person(s) or party(s) except to the client named within the appraisal report.

— The appraiser certifies under the competency rule of USPAP (Uniform Standards of Professional Appraisal Practice) that, I have the experience, education, and knowledge to complete this report competently. I have completed hundreds of appraisals of similar apartment buildings over the past twenty years.

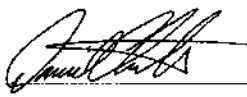
— The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

— The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

— As of the date of this report, I have completed the continuing education program of the Appraisal Institute for Associate Members.

— As of the date of this report, I have completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.

APPRAISER:

Signature: 

Name: Daniel M. Christian

Designation: N/A

Date Signed: 09/28/2010

State Certification #: AR007122

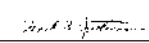
or State License #:

State: CA

Expiration Date of Certification or License: 11/26/2010

Effective Date of Appraisal: 09/24/2010

SUPERVISORY APPRAISER (only if required):

Signature: 

Name: Mark S. Justmann

Designation: MAI

Date Signed: 09/28/2010

State Certification #:

or State License #: AG002802

State: CA

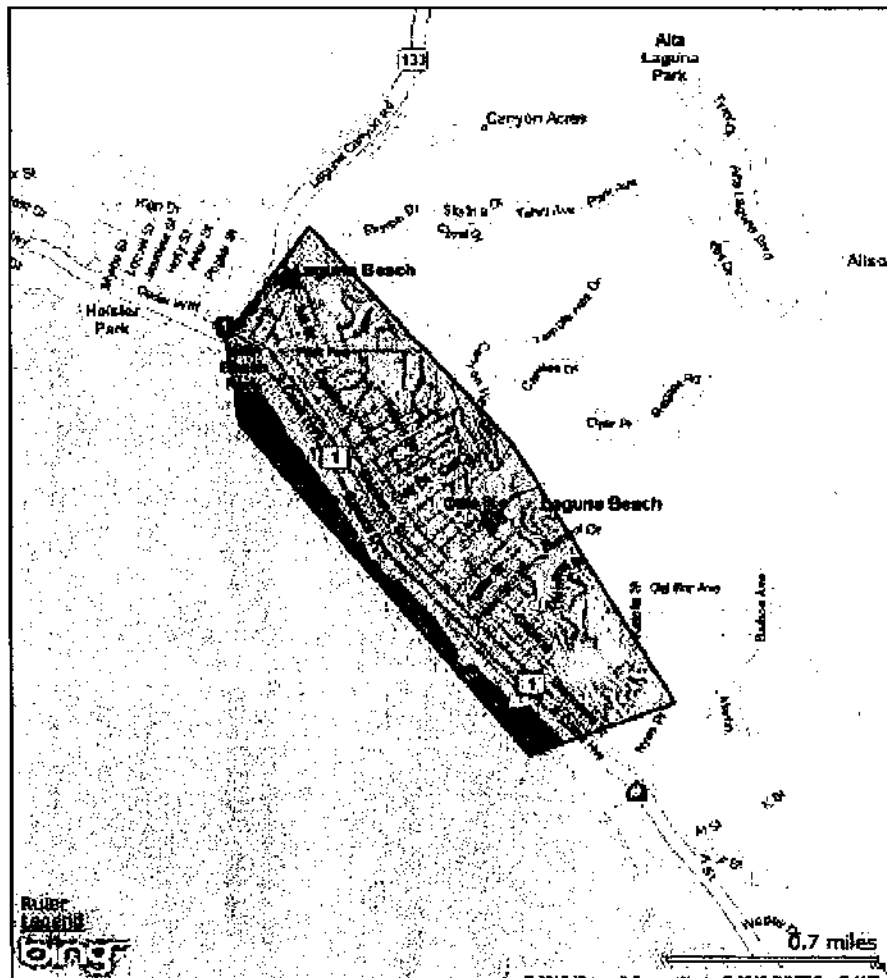
Expiration Date of Certification or License: 02/26/2011

Supervisory Appraiser inspection of Subject Property:

☒ Did Not ☐ Exter or only from street ☐ Interior and Exterior

Neighborhood Map/Boundaries

Borrower/Client	Not for lending purposes				
Property Address	371 El Camino Del Mar				
City	Laguna Beach	County	Orange	State	CA Zip Code 92651-2417
Lender	Arcadia Living Trust/Bayuk Edward				




Form MAP.Site — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

MORABITO (341).002500

Flood Map

Borrower/Client	Not for lending purposes		
Property Address	371 El Camino Del Mar		
City	Laguna Beach	County	Orange State CA Zip Code 92651-2417
Lender	Arcadia Living Trust/Bayuk Edward		

Flood Map Report For Property Located At: 371 EL CAMINO DEL MAR, LAGUNA BEACH CA 92651-2417 Report Date: 04/24/18 County: ORANGE, CA		
Flood Zone Code: K	Flood Zone Panel: 042223-0417J	Panel Date: 12/1/2009
Special Flood Hazard Area (SFHA): Out	Within 100 ft. of Nearest Flood Zone? No	Community Name: LAGUNA BEACH CITY OF
Flood Zone Description: Areas that is determined to be outside the 100- and 500-year flood zones.		
		
Flood Map Legend Flood Zones Areas Insulated by 100-year Flooding Areas outside the 100 and 500 year flood zones Areas Insulated by 100-year Flooding Areas Insulated by 500-year Flooding with existing hazard Floodway Zone Floodway areas with velocity hazard Areas of undeveloped land possible flood hazard Areas not in flood zone, but within 100 ft		

Building Sketch

Borrower/Client	Not for lending purposes			
Property Address	371 El Camino Del Mar			
City	Laguna Beach	County	Orange	State CA Zip Code 92651-2417
Lender	Arcadia Living Trust/Bayuk Edward			

Sketch by type 1/1"

Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	livable area	2149.00	2149.00
GLA2	livable area	209.00	209.00
GAR	Garage	384.00	384.00
Net LIVABLE Area (Rounded)			2358

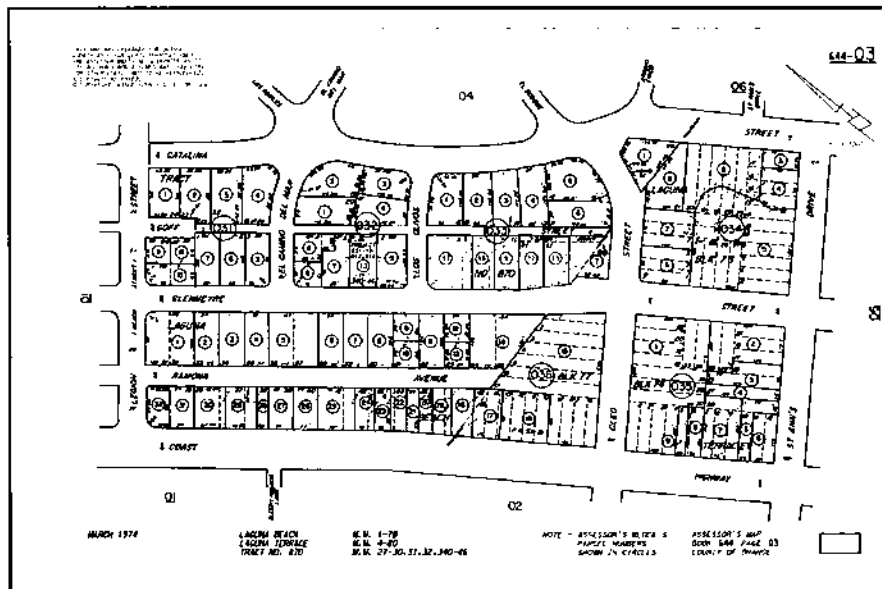
LIVING AREA BREAKDOWN		
Breakdown		Subtotals
livable area		
37.00 x 43.00		1591.00
6.00 x 13.00		78.00
16.00 x 30.00		480.00
5.00 x 8.00		40.00
13.00 x 13.00		169.00
5 Items	(Rounded)	2358

Form SKT-BldSk1 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

MORABITO (341).002502

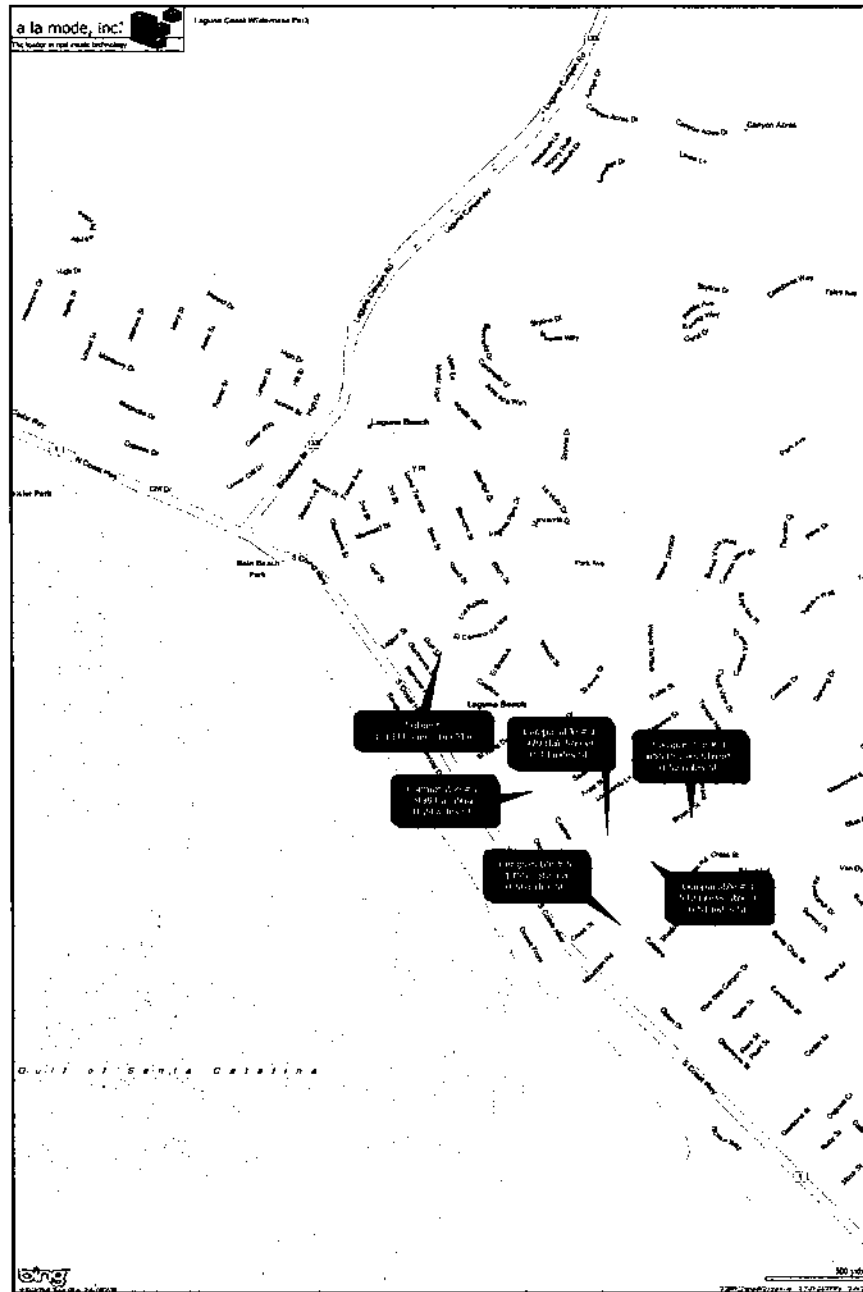
Plat Map

Borrower/Client	Not for lending purposes			
Property Address	371 El Camino Del Mar			
City	Laguna Beach	County	Orange	State CA Zip Code 92651-2417
Lender	Arcadia Living Trust/Bayuk Edward			



Location Map

Borrower/Cient	Not for lending purposes			
Property Address	371 El Camino Del Mar			
City	Laguna Beach	County	Orange	State CA Zip Code 92651-2417
Lender	Arcadia Living Trust/Bayuk Edward			



Form MAP.LOC — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

MORABITO (341).002504

Subject Photos

Borrower/Client	Not for lending purposes				
Property Address	371 El Camino Del Mar				
City	Laguna Beach	County	Orange	State	CA Zip Code 92651-2417
Lender	Arcadia Living Trust/Bayuk Edward				



Subject Front
371 El Camino Del Mar



Subject Rear



Subject Street

Photograph Addendum

Borrower/Client	Not for lending purposes			
Property Address	371 El Camino Del Mar			
City	Laguna Beach	County	Orange	State CA Zip Code 92651-2417
Lender	Arcadia Living Trust/Bayuk Edward			



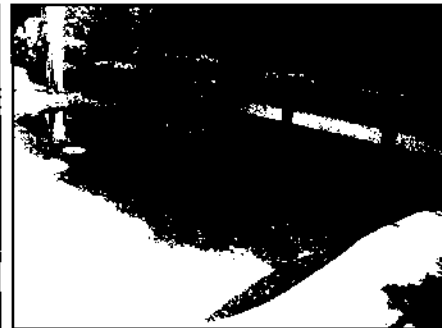
Side



Side



Garage



Pool and Spa



Street



Alley

Form PICS02 — "WinTOTAL" appraisal software by a 3 mode, inc. — 1-800-ALAMODE

MORABITO (341).002506

Photograph Addendum

Borrower/Client	Not for lending purposes			
Property Address	371 El Camino Del Mar			
City	Laguna Beach	County	Orange	State CA Zip Code 92651-2417
Lender	Arcadia Living Trust/Bayuk Edward			



Interior



Interior



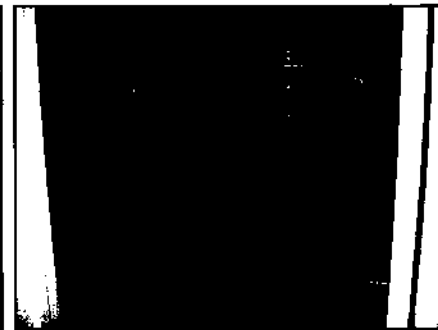
Interior



Interior



Interior



Interior

Form PICS02 — "W-TOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

MORABITO (341).002507

Comparable Photo Page

Borrower/Client	Not for lending purposes				
Property Address	371 El Camino Del Mar				
City	Laguna Beach	County	Orange	State	CA Zip Code 92651-2417
Lender	Arcadia Living Trust/Bayuk Edward				



Comparable 1

479 Oak Street



Comparable 2

939 Catalina



Comparable 3

655 Brooks Street

Comparable Photo Page

Borrower/Client	Not for ending purposes				
Property Address	371 El Camino Del Mar				
City	Laguna Beach	County	Orange	State	CA Zip Code 92651-2417
Lender	Alcudia Living Trust/Bayuk Edward				



Comparable 4

542 Cress Street
 Prox. to Subject 0.51 miles SE
 Sales Price 1,949,000
 Gross Living Area 1,841
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 3
 Location Good
 View None
 Site 6,432 Sq.Ft.
 Quality Good
 Age 76



Comparable 5

1365 Catalina
 Prox. to Subject 0.56 miles SE
 Sales Price 1,995,000
 Gross Living Area 2,127
 Total Rooms 7
 Total Bedrooms 4
 Total Bathrooms 3
 Location Good
 View None
 Site 5,250 Sq. Ft.
 Quality Good
 Age 58

Comparable 6

Prox. to Subject
 Sales Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

Resume Daniel Christian

File No. 10180

Borrower/Client	Not for ending purposes				
Property Address	371 El Camino Del Mar				
City	Laguna Beach	County	Orange	State	CA Zip Code 92651-2417
Lender	Arcadia Living Trust/Bayuk Edward				

Daniel M. Christian**Qualifications****Objective**

To provide quality real estate appraisals, to a quality clientele base in a consistent and timely manner. To continually learn and grow as a real estate professional, and to share what I know to help others achieve success in the appraisal industry.

Experience

1988–Present Owner – Supervisory Appraiser

**ASAP Real Estate Appraisals Inc. of Southern California ®
Redondo Beach-Torrance, CA)**

- Founded appraisal office in 1988
- Appraisal of all residential property types and small commercial real estate
- Management, review appraisals and training of staff, associate fee appraisers, and mentor program for licensed trainees
- Distribution of appraisal assignments, appraisal review and quality control
- Maintenance of computer database, network and lender approval list
- Daily office operations, client relations, and marketing

1983–1989 Independent Fee Appraiser

California Preferred Appraisers, Torrance, CA

- Appraisal apprentice in 1983, completed internship in 1984
- Worked as full-time residential fee appraiser until 1989
- Preparation and completion of 1-4 unit residential Fannie Mae/Freddie Mac form reports and direct endorsement FHA – appraisal reports

1999–2003 R.E. Salesperson – Appraiser Consultant

Shoreline West Realty, Hawthorne, CA

- Real estate sales on referral basis only
- Preparation and negotiation of real estate transactions, and contracts
- Broker's Price Opinions for court referees, banks and clients
- Management of MLS database for office listings

1996–1998 Realtor – Real Estate Agent

Coldwell Banker West Realty, Torrance, CA

- Part time real estate sales when appraisal market was down
- Preparation and negotiation of real estate transactions, and contracts
- Analysis of real property for potential purchase or sale

Education/Proficiency

1986–1996 El Camino College

- Associated Science Degree, Real Estate Major
- State Certified Real Estate Appraiser, CA-AR007122
- State Licensed Real Estate Salesperson, CA-01195143
- Associate Member-Appraisal Institute
- HUD approved for FHA appraisals
- Testified as an expert witness in Superior Court.
- Clients include numerous banks, lenders, mortgage brokers, real estate agents and brokers, law firms, private parties, city and government agencies, appraisal firms and management companies.
- Well rounded real estate professional specializing in the appraisal of residential and investment real estate of any complexity for purposes such as sales, loans, FHA, REO, foreclosures, reverse mortgages, relocations, legal proceedings, taxes, trusts and estates.
- Knowledgeable in all aspects of real estate sales, loans and underwriting.

Form TAD0 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

MORABITO (341).002510

Resume Daniel Christian

File No. 10180

Borrower/Client	Not for lending purposes		
Property Address	371 El Camino Del Mar		
City	Laguna Beach	County	Orange
		State	CA
		Zip Code	92651-2417
Lender	Arcadia Living Trust/Bayuk Edward		

Classes/Seminars**Real Estate Related Course Work**

- Appraisal Institute – Course 101 – An Introduction to Appraising Real Property – 1991
- Appraisal Institute – Course 102 – Applied Residential Property Valuation – 1992
- Appraisal Institute – Course 400 & 410 (USPAP) – Standards of Professional Practice, Part A – 1991, 1996, 1999, 2004, 2006
- Appraisal Institute – Course 420 – (Institute) Standards of Professional Practice, Part B – 1995, 2004
- Appraisal Institute – Federal and State Laws and Regulations Workshop 1996, 1999
- Appraisal Institute – FHA and the Appraisal Process – 1998
- Appraisal Institute – Course 310 – Basic Income Capitalization – 2000
- Appraisal Institute – Course 510 – Advanced Income Capitalization 2000
- Appraisal Institute – Course 500 Advance Residential Form and Narrative Report Writing – 2003
- Appraisal Institute – Course 600 Income Valuation of Small, Mixed Use Properties – 2004
- Appraisal Institute – The Professional's Guide to URAR – 2005
- El Camino College – Real Estate 11 – Basic R. E. Principles – 1986
- El Camino College – Real Estate 12A – Legal Aspects of R. E. – 1992
- El Camino College – Real Estate 13 – Real Estate Practice – 1995
- El Camino College – Real Estate 14A – Real Estate Finance I – 1991
- El Camino College – Real Estate 15A – Real Estate Appraisal I – 1988
- El Camino College – Real Estate 15 B – Real Estate Appraisal II – 1989
- El Camino College – Real Estate 16 – Real Estate Economics – 1994
- El Camino College – Real Estate 19 – Property Management – 1995
- El Camino College – Real Estate 21 – Real Estate Investment – 1996
- Numerous appraisal seminars and real estate conferences

Resume Mark Justmann

File No. 10180

Borrower/Client Not for lending purposes			
Property Address 371 El Camino Del Mar			
City	Laguna Beach	County	Orange
State	CA	Zip Code	92651-2417
Lender Arcadia Living Trust/Bayuk Edward			

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 Solomon) 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 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 residences, 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. I am currently a Certified General R.E. Appraiser in California, (AG002802) and Hawaii. I have had temporary licenses in Nevada, Arizona, New Mexico, Colorado. I have extensive State and Federal court testimony experience. Testimony situations have entailed most LA superior courts at least 35 times and depositions at least 35 times. I have appraised in most counties in California over the past 28 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
Dutch 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

Resume Mark Justmann

File No. 10180

Borrower/Client	Not for lending purposes			
Property Address	371 El Camino Del Mar			
City	Laguna Beach	County	Orange	State CA Zip Code 92651-2417
Lender	Arcadia Living Trust/Bayuk Edward			

OTHER CLIENTS SERVED:

AT&T
Amoco Oil
Crown Zellerbach
Cannon Films
Campbell Foods
Goodyear
Japan Airlines
Metro Goldwyn Mayor
Mitsui Inc.
Nestles
Shell Oil
Summa Corp
20th Century Fox
United Artists
Wickes

Anhauser Busch
Bekins
Copley RE Advisors
Coca-Cola
Fluor Corp
Howard Hughes Realty
Kraft Inc.
Mobil Oil
Max Factor
Penn Central
Intel
Sears, Roebuck & Co.
U.S. Air
Westinghouse
The Vatican

LAW FIRMS SERVED:

Gibson, Dunn & Crutcher
Gill & Baldwin
Latham & Watkins
Kaplan, Kenegos & Kadin
Gray, Cary, Ames & Frye
Freeman, Freeman & Smiley
Revere, Rykoff & Wallace
Warner & Corbett
Paul, Hastings, Janofsky & Walker
Bronson, Bronson & McKinnon

Brobeck, Phleger & Harrison
Harrigan, Ruff, Ryder
Buchalter, Memer, Fields & Younger
O'Neill & Lysaught
Hendry, Serian, Alt & Jouanicot
Hill, Farrer & Burrill
Sayre, Moreno, Purcell & Bouch
Leonard & Dicker
Pettit & Martin
Girardi & Keese

CELEBRITY CLIENTS SERVED:



Robert Redford
Lyle Wagner
Jimmy Jams
Slacy Keach
Sam Zell
Gary Winnick
Donald Trump

Kelsey Grammar
Julie Newmar
David Lee Roth
Kim Basinger
Kirk Kerkorian
Valarie Harper
Donald Sterling

Larry Flynt
Marion (Suge) Knight
Glenn Fry
David Geffen
Marvin Davis
Mary Grassell Radford
Michael Jackson

Appraisal License Addendum

Borrower/Client	Not for lending purposes		
Property Address	371 El Camino Del Mar		
City	Laguna Beach	County	Orange
State	CA	Zip Code	92651-2417
Lender	Arcadia Living Trust/Beyuk Edward		

		BUSINESS, TRANSPORTATION & HOUSING AGENCY OFFICE OF REAL ESTATE APPRAISERS REAL ESTATE APPRAISER LICENSE	AREA APPRAISER IDENTIFICATION NUMBER AR007122	DANIEL M. CHRISTIAN	has successfully met the requirements for a license as a residential real estate appraiser in the State of California and is, therefore, entitled to use the title "Certified Residential Real Estate Appraiser".	This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.	OFFICE OF REAL ESTATE APPRAISERS 	Date Issued: November 27, 2008 Date Expires: November 26, 2010	Audit No. 114072
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THIS DOCUMENT CONTAINS A TRAC WATERMARK. HEAD UP TO LEFT TO ALL. SAFE AND VERIFY FIRST.

Exhibit 37

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

IN RE:)	
)	
)	
PAUL A. MORABITO,)	
)	
Debtor,)	No. BK-N-13-51237
)	Job No. 355551-A
JH, INC., JERRY HERBST)	
and BERRY-HINCKLEY)	
INDUSTRIES,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
PAUL A. MORABITO,)	
)	
Defendant.)	
)	

VIDEOTAPED DEPOSITION OF: PAUL A. MORABITO
TAKEN ON: DECEMBER 6, 2016
VOLUME 5

REPORTED BY:
PATRICIA L. HUBBARD, CSR #3400

1 A. Specifically, no.

2 Q. Who would know?

3 A. My attorney would know the details of
4 it.

5 Q. Okay. Can we go to Exhibit 90.

6 (Whereupon the document referred
7 to was marked Exhibit 90 by the
8 Certified Shorthand Reporter and
9 is attached hereto.)

10 BY MR. MURTHA:

11 Q. Exhibit 90 is an irregular amortization
12 calculation chart that was -- at the base of the
13 document it says it was prepared by Stanton R.
14 Bernstein. It was produced by you as document
15 number four or page number four.

16 Do you recognize this document, sir?

17 A. No.

18 Q. You've never seen this document?

19 A. No. I don't recall seeing this.

20 Q. Okay.

21 A. Well, one second. Actually I have seen
22 this. Yep. Yes.

23 Q. Okay. What is this supposed to
24 represent?

25 A. Well, it's a -- an amortization schedule

Exhibit 38

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Exhibit 39

LEDGER

OF EDUARD BOYUK TO PAUL MORABITO

Date	Description	PAM
8/30/2012	BMO to Wells A/C 6917	\$ (449,980.00)
9/5/2012	Lippes Mathias Wexler	\$ 351,626.82
9/17/2012	PAM - Wells a/c 5330	\$ 98,353.18
12/4/2012	PM LOC Payoff to B of A	\$ 732,124.75
12/6/2012	Payroll (PM p/r account)	\$ 3,600.00
	Totals for 2012	\$ 735,724.75

Date	Description	PAM
3/1/2013	Spirit Rent - Loan to PAM	\$ 65,000.00
3/22/2013	Lippes Legal - via USHFCC	\$ 50,000.00
5/24/2013	PAM bills - 5330	\$ 25,000.00
6/12/2013	PAM - travel & bills	\$ 50,000.00
6/12/2013	PAM and Barclay - Maint Fec MF	\$ 35,000.00
7/10/2013	PAM - travel & bills	\$ 70,000.00
7/17/2013	PAM	\$ 10,000.00
8/1/2013	Loan to PAM - via EWB Household	\$ 25,000.00
8/30/2013	Loan to PAM - via FWB Household	\$ 25,000.00
9/13/2013	EBH for PAM Loan	\$ 12,000.00
9/26/2013	EBH for PAM Loan	\$ 25,000.00
10/15/2013	EBH for PAM Loan	\$ 20,000.00
10/28/2013	EBH for PAM Loan	\$ 20,000.00
11/15/2013	EBH for PAM Loan	\$ 28,000.00
11/29/2013	EBH for PAM Loan	\$ 23,000.00
12/16/2013	EBH for PAM Loan	\$ 48,600.00
	2013 Totals to date:	\$ 531,600.00

Date	Description	PAM
1/8/2014	To PAM	\$ 743.00
1/9/2014	To PAM	\$ 33,500.00
2/13/2014	To PAM	\$ 30,930.00
2/19/2014	To PAM	\$ 743.00
3/14/2014	Loan to PAM - 5330	\$ 30,000.00
3/17/2014	To PAM	\$ 743.00
3/27/2014	To PAM	\$ 3,344.58
4/10/2014	To PAM	\$ 743.00
4/11/2014	To PAM	\$ 30,000.00
5/13/2014	To PAM	\$ 55,000.00
5/19/2014	To PAM	\$ 743.00
6/12/2014	To PAM	\$ 57,000.00
6/19/2014	To PAM	\$ 743.00
7/10/2014	To PAM	\$ 33,000.00
7/16/2014	To PAM	\$ 743.00
8/12/2014	To PAM	\$ 30,000.00
9/12/2014	To PAM	\$ 53,000.00
10/15/2014	To PAM	\$ 216,000.00
10/23/2014	Loan to PAM from EWB Household	\$ 105.11

MORABITO (341).000110

11/24/2015	AMEX Loan to PAM	\$ 175.00
12/4/2014	Loan to PAM from EWB Household	\$ 251.00
12/23/2014	Loan to PAM from EWB Household	\$ 647.52
12/31/2014	To PAM	\$ 1,208.41
		\$ 579,362.62

Date	Description	PAM
1/2/2015	CHK 1132 - Loan to PAM	\$ 25,000.00
1/29/2015	AMEX - Loan to PAM	\$ 3,749.03
1/30/2015	CHK 1131 - Loan to PAM	\$ 13,500.00
2/17/2015	CHK 1133 - Loan to PAM (AMEX)	\$ 20,000.00
2/25/2015	MC 5165 - Loan to PAM	\$ 1,183.03
2/25/2015	VISA 6913 - Loan to PAM	\$ 4,000.44
3/2/2015	AMEX - Loan to PAM	\$ 34,094.20
		\$ 101,526.70

Exhibit 40

Paul
Loan Calculator: Payment Amount (Standard Loan Amortization)

Name: Stanton R. Bernstein, CPA

Assumptions:

Follow up for 2011, No funds received in 2010

Loan amount \$ 1,617,050.00

Payment Information

Number of payments per year 12

Payments will be made at the End of Period

Length of the loan 360 months

Interest rate 4.000 %

Interest is compounded Monthly

Results:

With a 360 month loan of \$1,617,050.00, at an effective annual rate of 4.074%, and making 12 payments each year, each payment will be **\$7,720.04**.

The total payments on the loan will be \$2,779,217.09 with interest payments of \$1,162,167.09.

Amortization Schedule		Loan Amount	\$1,617,050.00		Interest	4.000%
		Regular Payment	\$7,720.04		Number of Months	360
Payment Number	Month	Remaining Balance	Interest	Interest To Date	Principal	Principal To Date
1	Nov	1,614,720.13	5,390.17	5,390.17	2,329.87	2,329.87
2	Dec	1,612,382.49	5,382.40	10,772.57	2,337.64	4,667.51
Total Year	2010	Interest	10,772.57	Principal	4,667.51	
3	Jan	1,610,037.06	5,374.61	16,147.18	2,345.43	7,012.94
4	Feb	1,607,683.81	5,366.79	21,513.97	2,353.25	9,366.19
5	Mar	1,605,322.72	5,358.95	26,872.92	2,361.09	11,727.28
6	Apr	1,602,953.76	5,351.08	32,224.00	2,368.96	14,096.24
7	May	1,600,576.90	5,343.18	37,567.18	2,376.86	16,473.10
8	Jun	1,598,192.12	5,335.26	42,902.44	2,384.78	18,857.88
9	Jul	1,595,799.39	5,327.31	48,229.75	2,392.73	21,250.61
10	Aug	1,593,398.68	5,319.33	53,549.08	2,400.71	23,651.32
11	Sep	1,590,989.97	5,311.33	58,860.41	2,408.71	26,060.03
12	Oct	1,588,573.23	5,303.30	64,163.71	2,416.74	28,476.77
13	Nov	1,586,148.43	5,295.24	69,458.95	2,424.80	30,901.57
14	Dec	1,583,715.55	5,287.16	74,746.11	2,432.88	33,334.45
Total Year	2011	Interest	63,973.54	Principal	28,666.94	
15	Jan	1,581,274.56	5,279.05	80,025.16	2,440.99	35,775.44
16	Feb	1,578,825.44	5,270.92	85,296.08	2,449.12	38,224.56
17	Mar	1,576,368.15	5,262.75	90,558.83	2,457.29	40,681.85
18	Apr	1,573,902.67	5,254.56	95,813.39	2,465.48	43,147.33
19	May	1,571,428.97	5,246.34	101,059.73	2,473.70	45,621.03
20	Jun	1,568,947.03	5,238.10	106,297.83	2,481.94	48,102.97
21	Jul	1,566,456.81	5,229.82	111,527.65	2,490.22	50,593.19

Prepared By:

Stanton R. Bernstein
6320 Canoga Ave., 15th FL
Woodland Hills CA 91367
Tel: (818) 596-2139 Fax: (818) 222-5180

10-13-2011

MORABITO (341).000002

Loan Calculator: Payment Amount (Standard Loan Amortization)

Payment Number	Month	Remaining Balance	Interest	Interest To Date	Principal	Principal To Date
22	Aug	1,563,958.29	5,221.52	116,749.17	2,498.52	53,091.71
23	Sep	1,561,451.44	5,213.19	121,962.36	2,506.85	55,598.56
24	Oct	1,558,936.24	5,204.84	127,167.20	2,515.20	58,113.76
25	Nov	1,556,412.65	5,196.45	132,363.65	2,523.59	60,637.35
26	Dec	1,553,880.65	5,188.04	137,551.69	2,532.00	63,169.35
Total Year	2012	Interest	62,805.58	Principal	29,834.90	
27	Jan	1,551,340.21	5,179.60	142,731.29	2,540.44	65,709.79
28	Feb	1,548,791.30	5,171.13	147,902.42	2,548.91	68,258.70
29	Mar	1,546,233.90	5,162.64	153,065.06	2,557.40	70,816.10
30	Apr	1,543,667.97	5,154.11	158,219.17	2,565.93	73,382.03
31	May	1,541,093.49	5,145.56	163,364.73	2,574.48	75,956.51
32	Jun	1,538,510.43	5,136.98	168,501.71	2,583.06	78,539.57
33	Jul	1,535,918.76	5,128.37	173,630.08	2,591.67	81,131.24
34	Aug	1,533,318.45	5,119.73	178,749.81	2,600.31	83,731.55
35	Sep	1,530,709.47	5,111.06	183,860.87	2,608.98	86,340.53
36	Oct	1,528,091.79	5,102.36	188,963.23	2,617.68	88,958.21
37	Nov	1,525,465.39	5,093.64	194,056.87	2,626.40	91,584.61
38	Dec	1,522,830.23	5,084.88	199,141.75	2,635.16	94,219.77
Total Year	2013	Interest	61,590.06	Principal	31,050.42	
39	Jan	1,520,186.29	5,076.10	204,217.85	2,643.94	96,863.71
40	Feb	1,517,533.54	5,067.29	209,285.14	2,652.75	99,516.46
41	Mar	1,514,871.95	5,058.45	214,343.59	2,661.59	102,178.05
42	Apr	1,512,201.48	5,049.57	219,393.16	2,670.47	104,848.52
43	May	1,509,522.11	5,040.67	224,433.83	2,679.37	107,527.89
44	Jun	1,506,833.81	5,031.74	229,465.57	2,688.30	110,216.19
45	Jul	1,504,136.55	5,022.78	234,488.35	2,697.26	112,913.45
46	Aug	1,501,430.30	5,013.79	239,502.14	2,706.25	115,619.70
47	Sep	1,498,715.03	5,004.77	244,506.91	2,715.27	118,334.97
48	Oct	1,495,990.71	4,995.72	249,502.63	2,724.32	121,059.29
49	Nov	1,493,257.31	4,986.64	254,489.27	2,733.40	123,792.69
50	Dec	1,490,514.79	4,977.52	259,466.79	2,742.52	126,535.21
Total Year	2014	Interest	60,325.04	Principal	32,315.44	
51	Jan	1,487,763.13	4,968.38	264,435.17	2,751.66	129,286.87
52	Feb	1,485,002.30	4,959.21	269,394.38	2,760.83	132,047.70
53	Mar	1,482,232.27	4,950.01	274,344.39	2,770.03	134,817.73
54	Apr	1,479,453.00	4,940.77	279,285.16	2,779.27	137,597.00
55	May	1,476,664.47	4,931.51	284,216.67	2,788.53	140,385.53
56	Jun	1,473,866.64	4,922.21	289,138.88	2,797.83	143,183.36
57	Jul	1,471,059.49	4,912.89	294,051.77	2,807.15	145,990.51
58	Aug	1,468,242.98	4,903.53	298,955.30	2,816.51	148,807.02
59	Sep	1,465,417.08	4,894.14	303,849.44	2,825.90	151,632.92
60	Oct	1,462,581.76	4,884.72	308,734.16	2,835.32	154,468.24
61	Nov	1,459,736.99	4,875.27	313,609.43	2,844.77	157,313.01
62	Dec	1,456,882.74	4,865.79	318,475.22	2,854.25	160,167.26
Total Year	2015	Interest	59,008.43	Principal	33,632.05	

Prepared By:

Stanton R. Bernstein
6320 Canoga Ave., 15th FL
Woodland Hills CA 91367
Tel: (818) 596-2139 Fax: (818) 222-5180

10-13-2011

MORABITO (341).000003

IRREGULAR AMORTIZATION CALCULATION
(Using Daily Simple Interest Calculated on the Remaining Principal)

Client: Ed Bayuk
Loan:

ID#: - - -
Account No:

Start Date: 10/29/2010
Days Per Year: 365

Starting Loan Amount: \$1,617,050.00
Deferred Interest Balance:

Page 1

No	Payment Date	Payment Amount	Int Rate	- This Payment Paid - Interest	Principal	Remaining Principal	Deferred Interest
1	12/31/2010	.00	4.000	0.00	0.00	1617050.00	11164.29
	2010 Totals	0.00		0.00	0.00		0.00
2	12/31/2011	.00	4.000	0.00	0.00	1617050.00	64682.00
	2011 Totals	0.00		0.00	0.00		0.00
3	12/04/2012	732124.75	4.000	60074.52	596203.94	1020846.06	-75846.29
4	12/06/2012	3600.00	4.000	223.75	3376.25	1017469.81	0.00
5	12/31/2012	.00	4.000	0.00	0.00	1017469.81	2787.59
	2012 Totals	735724.75		60298.27	599580.19		75846.29
6	01/11/2013	99740.72	4.000	1226.54	95726.59	921743.22	-2787.59
7	01/25/2013	137488.25	4.000	1414.18	136074.07	785669.15	0.00
8	02/12/2013	96339.00	4.000	1549.81	94789.19	690879.96	0.00
9	02/28/2013	60000.00	4.000	1211.41	58788.59	632091.37	0.00
10	03/01/2013	65000.00	4.000	69.27	64930.73	567160.64	0.00
11	03/12/2013	104774.85	4.000	683.70	104091.15	463069.49	0.00
12	03/28/2013	100000.00	4.000	811.96	99188.04	363881.45	0.00
13	04/19/2013	30000.00	4.000	877.30	29122.70	334758.75	0.00
14	04/22/2013	25000.00	4.000	110.06	24889.94	309868.81	0.00
15	04/26/2013	27000.00	4.000	135.83	26864.17	283004.64	0.00
16	04/30/2013	85000.00	4.000	124.06	84875.94	198128.70	0.00
17	05/24/2013	25000.00	4.000	521.11	24478.89	173649.81	0.00
18	06/12/2013	85000.00	4.000	361.57	84638.43	89011.38	0.00
19	06/28/2013	89167.45	4.000	156.07	89011.38	0.00	0.00
	2013 Totals	1029510.27		9252.87	1017469.81		2787.59

LOAN SUMMARY

Regular Interest Paid:	\$69,551.14	Deferred Interest Unpaid:	\$0.00
Deferred Interest Paid:	\$78,633.89	Principal Applied:	\$1,617,050.00
Total Interest Paid:	\$148,185.02	Remaining Principal:	\$0.00

Principal Paid in 2013 1,017,469⁸¹
Interest Paid in 2013 12,040⁴⁶ - FINAL

Prepared By:

Stanton R. Bernstein
6320 Canoga Ave., 15th FL
Woodland Hills CA 91367
Tel: (818) 596-2139 Fax: (818) 222-5180

10-07-2013

MORABITO (341).000004

2304

Exhibit 41

Payment Schedule of Edward Bayuk Note in Favor of Paul Morabito		
Date	Description	Amount
9/28/2010	Paul Morabito	\$ 7,000.00
9/29/2010	Paul Morabito	\$ 10,000.00
9/29/2010	Granite Mountain Marble	\$ 1,790.25
10/4/2010	American Vector	\$ 15,161.00
10/4/2010	American Vector	\$ 4,500.00
10/4/2010	Clayton Way Property	\$ (50,000.00)
10/6/2010	John Blake	\$ 6,352.82
10/8/2010	Mitchell's Wilkes Barre	\$ 1,089.53
10/13/2010	Kim's Marble Inc	\$ 900.00
10/14/2010	Doherty Builders Supply	\$ 850.00
10/21/2010	American Geotechnical	\$ 10,108.35
10/29/2010	American Vector	\$ 15,161.00
10/31/2010	Mary Fleming Mortgage Balance "PM Chase Loan 12/1/10" Records stop	\$ 341,952.69
10/31/2010	2005 to 2010 Interest and principal adjustment to Mary Fleming total \$167,705 / 2 = \$83,758.50	\$ 83,758.50
11/9/2010	Riley - Jerrils LLC	\$ 5,000.00
11/10/2010	MSI Granite - AMEX	\$ 4,616.22
11/12/2010	American Vector	\$ 15,161.00
11/17/2010	Kim's Marble & Granite	\$ 4,000.00
11/24/2010	American Vector	\$ 15,161.00
12/2/2010	DC Plumbing	\$ 1,100.00
12/2/2010	Doherty Builders Supply	\$ 944.38
12/3/2010	Beard Painting Inc	\$ 7,000.00
12/4/2010	Riley - Jerrils LLC	\$ 9,207.00
12/5/2010	Kim's Marble & Granite	\$ 1,000.00
12/5/2010	American Vector	\$ 15,616.00
12/9/2010	Mark Paul Designs	\$ 2,462.51
12/13/2010	Nieman-Marcus	\$ 2,218.49
12/16/2010	American Vector	\$ 15,616.00
12/17/2010	Beard Painting Inc	\$ 11,120.00
12/27/2010	Atlas Sheet Metal Inc	\$ 75.00
12/31/2010	Phillip Alexander 2010 AMEX Charges	\$ 8,087.52
1/1/2011	Comerica Jan 2011 - Payments on behalf of PM	\$ 5,060.78
1/1/2011	Anthem Blue Cross	\$ 693.00
1/9/2011	American Vector	\$ 15,161.00
2/1/2011	Comerica Feb 2011 - Payments on behalf of PM	\$ 10,221.99
2/1/2011	Anthem Blue Cross	\$ 693.00
3/1/2011	Comerica March 2011 - Payments on behalf of PM	\$ 2,691.51
3/1/2011	Anthem Blue Cross	\$ 693.00
4/1/2011	Comerica April 2011 - Payments on behalf of PM	\$ 12,557.50
4/1/2011	Anthem Blue Cross	\$ 693.00
4/13/2011	Brian Haley	\$ 1,050.00
5/1/2011	Comerica May 2011 - Payments on behalf of PM	\$ 3,689.85
5/1/2011	Anthem Blue Cross	\$ 693.00
5/5/2011	Moana Nursery	\$ 3,087.63
6/1/2011	Comerica June 2011 - Payments on behalf of PM	\$ 2,313.86
6/1/2011	Anthem Blue Cross	\$ 693.00
7/1/2011	Comerica July 2011 - Payments on behalf of PM	\$ 2,260.62
7/1/2011	Anthem Blue Cross	\$ 693.00
7/11/2011	Alitalia	\$ 7,041.60
7/11/2011	Penninsula Hotel	\$ 2,174.91

Payment Schedule of Edward Bayuk Note in Favor of Paul Morabito		
8/1/2011	Comerica Aug 2011 - Payments on behalf of PM	\$ 5,143.05
8/1/2011	Anthem Blue Cross	\$ 693.00
9/1/2011	Comerica Sep 2011 - Payments on behalf of PM	\$ 3,718.03
9/1/2011	John Blake	\$ 1,200.00
9/1/2011	Anthem Blue Cross	\$ 693.00
9/2/2011	John Blake	\$ 400.00
10/1/2011	Comerica Oct 2011 - Payments on behalf of PM	\$ 1,913.93
10/1/2011	Anthem Blue Cross	\$ 693.00
10/4/2011	Moreno Valley Auto	\$ 2,500.00
10/11/2011	Galpin Ford Service	\$ 3,000.00
10/20/2011	Galpin Ford Service	\$ 11,878.92
10/20/2011	John Blake	\$ 2,300.00
11/1/2011	Comerica Nov 2011 - Payments on behalf of PM	\$ 6,182.93
11/1/2011	Anthem Blue Cross	\$ 693.00
12/1/2011	Comerica Dec 2011 - Payments on behalf of PM	\$ 2,455.71
12/1/2011	Anthem Blue Cross	\$ 693.00
12/21/2011	PM Payment (B of A)	\$ 3,000.00
12/23/2011	PM Payment (B of A)	\$ 1,500.00
12/29/2011	PM Payment (B of A)	\$ 2,500.00
12/31/2011	Phillip Alexander AMEX Charges for 2011	\$ 40,102.66
12/31/2011	Philip & Ron Salary	\$ 109,990.40
1/5/2012	Chase Card Charges - Ron Gregory	\$ 884.18
1/12/2012	PM Payment (B of A)	\$ 2,000.00
1/20/2012	PM Payment (B of A)	\$ 4,000.00
2/2/2012	Citi Card Charges - Ron Gregory	\$ 21,209.98
2/5/2012	Chase Card Charges - Ron Gregory	\$ 683.30
2/7/2012	PM Payment (WF)	\$ 4,500.00
2/16/2012	PM Payment (B of A)	\$ 2,000.00
3/2/2012	Citi Card Charges - Ron Gregory	\$ 2,841.63
3/5/2012	Chase Card Charges - Ron Gregory	\$ 891.91
3/28/2012	PM Payment (B of A)	\$ 1,200.00
3/30/2012	PM Payment (B of A)	\$ 3,500.00
4/5/2012	Chase Card Charges - Ron Gregory	\$ 11,172.21
4/5/2012	Chase Card Charges - Ron Gregory	\$ 843.37
4/16/2012	PM Payment (B of A)	\$ 1,200.00
5/5/2012	Chase Card Charges - Ron Gregory	\$ 14,374.35
5/5/2012	Chase Card Charges - Ron Gregory	\$ 994.90
5/22/2012	PM Payment (WF)	\$ 2,000.00
6/5/2012	Chase Card Charges - Ron Gregory	\$ 1,911.91
8/22/2012	PM Payment (WF)	\$ 3,500.00
8/30/2012	BMO to Wells A/C 6917	\$ (449,980.00)
9/5/2012	Lippes Mathias Wexler	\$ 351,626.82
9/17/2012	PAM - Wells a/c 5330	\$ 98,353.18
11/19/2012	Willy Caipo	\$ 4,000.00
12/4/2012	EWB pays off PM line of credit - "\$749,349.75"	\$ 732,124.75
12/6/2012	Top Project	\$ 1,800.00
12/6/2012	Payroll (PM p/r account)	\$ 3,600.00
12/13/2012	PM Payment (WF)	\$ 5,000.00
1/10/2013	PM Payment - B of A	\$ 5,000.00
1/28/2013	PM Payment - B of A	\$ 5,000.00
2/14/2013	PM Payment - WF	\$ 4,400.00

Payment Schedule of Edward Bayuk Note in Favor of Paul Morabito		
3/15/2013	PM Payment - WF	\$ 5,000.00
5/24/2013	PM Payment - WF	\$ 25,000.00
6/12/2013	PM Payment - WF	\$ 50,000.00
6/17/2013	Transfer to 5330 from EWB Household - WF	\$ 35,000.00
		\$ 1,796,054.63

Exhibit 42

From: Dennis Vacco
Sent: Thursday, November 10, 2011 10:23 AM
To: 'Paul Morabito'
Subject: RE: Baruk Properties, LLC/Paul Morabito/Bank of America, N.A.

Okay,

But none of that is in place for today. Christian has a call into your father's lawyer to unwind the Ontario transaction.

From: Paul Morabito [mailto:morabito.pa@gmail.com]
Sent: Thursday, November 10, 2011 9:55 AM
To: Dennis Vacco
Subject: Re: Baruk Properties, LLC/Paul Morabito/Bank of America, N.A.

On this, I have the note that I sold my Dad. Cancel it, convert it back into a 50% share interest in Snowshoe Properties, LLC, and give me the right to trigger an option to split the assets and take 1461 Glenneyre and Edward ends up with 570 Glenneyre

On Wed, Nov 9, 2011 at 4:49 PM, Paul Morabito <morabito.pa@gmail.com> wrote:
But im still on guaranty

On Nov 9, 2011, at 6:47 PM, "Dennis Vacco" <dvacco@lippes.com> wrote:

Tough to sell if she pulls corporate records which id who the members of Snowshoe Properties LLC are.

From: Paul Morabito [mailto:morabito.pa@gmail.com]
Sent: Wednesday, November 09, 2011 7:43 PM
To: Dennis Vacco
Subject: Re: Baruk Properties, LLC/Paul Morabito/Bank of America, N.A.

As far as they are concerned it is a name change - correct ?

On Nov 9, 2011, at 6:41 PM, "Dennis Vacco" <dvacco@lippes.com> wrote:

I sent Michele a note asking her to call me tomorrow.

From: Paul Morabito [mailto:morabito.pa@gmail.com]
Sent: Wednesday, November 09, 2011 7:30 PM
To: Frank Gilmore
Cc: Barry Breslow; Dennis Vacco
Subject: Re: Baruk Properties, LLC/Paul Morabito/Bank of America, N.A.

Let's walk through this tomorrow

On Nov 9, 2011, at 5:39 PM, "Frank Gilmore" <FGilmore@rbsllaw.com> wrote:

Gentlemen,

See below. Please advise so I can respond, if desired.

Frank

From: Michele Assayag [mailto:michelea@amlegalgroup.com]
Sent: Wednesday, November 09, 2011 3:39 PM
To: Frank Gilmore
Cc: david.p.maiorella@bankofamerica.com; Regis Guerin

Subject: RE: Baruk Properties, LLC/Paul Morabito/Bank of America, N.A.

Hello, Mr. Gilmore. I have had no further response from you to my e-mail of November 3, 2011, and I ask that you provide me with the information that I request, absent which my client will proceed as permitted under its operative credit documents. Thank you, and I look forward to your substantive response.

<image001.jpg>

Michele Sabo Assayag
michelea@amlegalgroup.com

2915 Redhill Avenue
Suite 200
Costa Mesa, CA 92626
Phone: [\(714\) 427-6800](tel:(714)427-6800)
Fax: [\(714\) 427-6888](tel:(714)427-6888)

Three Centerpointe Drive
Suite 190
Lake Oswego, OR 97035
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Fax: [\(503\) 624-6888](tel:(503)624-6888)

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From: Frank Gilmore [mailto:FGilmore@rbsllaw.com]
Sent: Friday, November 04, 2011 10:06 AM
To: Michele Assayag
Cc: david.p.maiorella@bankofamerica.com; Regis Guerin
Subject: Re: Baruk Properties, LLC/Paul Morabito/Bank of America, N.A.

Thank you for your email. We will discuss with our client and somebody from our camp will reply shortly.

Frank

On Nov 3, 2011, at 3:04 PM, "Michele Assayag" <michelea@amlegalgroup.com> wrote:

Hello, Mr. Gilmore. My firm is outside counsel to Bank of America, N.A., ("Bank") in respect of certain credit transactions between the Bank and entities associated with your client, Paul Morabito, among others. The transaction presently in question involves the Bank's loan in the original amount of \$1,750,000, secured by a deed of trust of first position on real property in Laguna Beach, California, commonly described as 570 Glenneyre Street (the "Property"). The Borrower entity in respect of the Property is Baruk Properties, LLC, a Nevada limited liability company ("Baruk"). My client has been advised by Fidelity National Title Insurance Company that on or about October 6, 2010, Baruk transferred the property, via Grant Deed, and without the consent of the Bank, to an entity known as Snowshoe Properties, LLC, a California Limited Liability Company ("Snowshoe"). David Maiorella of the Bank spoke with Mr. Morabito about this situation on October 31st, and Mr. Maiorella was advised by Mr. Morabito that this transfer represented nothing more than a Borrower name change, and that documentation exists substantiating that such was, indeed, the case. Therefore, by this correspondence, I am requesting whether you, as counsel for Mr. Morabito, are in possession of such documentation, and, if so, I am requesting that it be provided to me as soon as possible. Absent the provision of documentation substantiating Mr. Morabito's claims in this regard, my client will have no alternative but to consider the invocation of its default remedies in respect of this particular loan. Thank you, and I look forward to hearing from you.

<image001.jpg>

Michele Sabo Assayag
michelea@amlegalgroup.com

2915 Redhill Avenue
Suite 200
Costa Mesa, CA 92626
Phone: [\(714\) 427-6800](tel:(714)427-6800)
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Three Centerpointe Drive
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Exhibit 43

From: [Barry Breslow](#)
To: [Jennifer Jacobsen](#)
Subject: FW: Morabito
Date: Thursday, May 24, 2012 8:15:56 AM
Attachments: [Morabito PFS.pdf](#)
[PFS_BS_Sched.pdf](#)
[PFS_BSsheet.pdf](#)

From: Dennis Vacco [mailto:dvacco@lippes.com]
Sent: Wednesday, May 23, 2012 9:36 PM
To: Steve Peek
Cc: Barry Breslow; Maiorella, David P; Masterson, Dave -Legal; Richard Scherer; Stephanie Canastraro; Frank Gilmore
Subject: RE: Morabito

Steve,

I apologize for not sending you this proposal on Monday as promised. I have been managing a crisis for another client since last week and am just now (after midnight my time) getting around to sending you a formal settlement proposal to resolve the Morabito matter. My offer assumes that BOA has now swept the approximate \$1.024 MM from the Raffles collateral account. Our offer is consistent with the terms set forth in a February 3, 2012 from Mr. Maiorella to my client.

As a condition precedent to an final settlement of this matter, I have attached a recent copy of Mr. Morabito's Personal Financial Statement ("PFS") on a BOA form. I am providing this PFS to you and your client for settlement purposes only. It is not to be used for any other purpose other than to evaluate Mr. Morabito's financial circumstances as a prelude to the issuance of a loan to him for the payoff of the balance of what is owed to the Bank on the original line of credit but as reduced by the amount taken from the collateral account and applied to the line of credit debt. In the event we can not settle this matter then the PFS shall be returned to my client and its contents cannot be otherwise used against in any subsequent action to enforce a judgment.

Regarding the settlement and consistent with Mr. Maiorelli's 2/3/12 email we offer the following:

- * Morabito will pay to the Bank accrued interest calculated at the non-default rate at the time we execute a settlement agreement and related documents. Thereafter interest on the outstanding amount will be paid monthly thereafter.
- * The remaining balance of the amount due would be fully amortizing over an 18 month term commencing on the date the settlement agreement is executed.. Morabito shall have the right to pre-pay the outstanding balance.
- * Morabito will provide collateral which secures the balance due and understands that said collateral must be acceptable to the Bank. In this regard I previously proposed that two parcels of real estate, one in Nevada and the other in California be considered by the Bank as collateral.
- * Morabito will pay an interest rate on the remaining balance of Libor + 5.50%
- * Morabito will not seek a credit back for default interest already paid.
- * Morabito and the Bank will exchange require general releases. As you know CNC, CWC,

WL002777

Superpumper Inc and Snowshoe have already agreed to general releases in the Bank's favor. Morabito will also reimburse the Bank for legal fees and costs. Mr. Maiorella will issue an internal memo indicating that his group will have no objection to Mr. Morabito continuing to do business with BOA or US Trust.

* As a result of the anticipated settlement, the decision of Judge Flannagan shall be vacated and the complaint against Morabito shall be dismissed. In this regard I would have no objection to the vacatur and withdrawal of the complaint occurring at the end of the pay off of the 18 month note.

Please advise if these proposed terms are acceptable to you. I remain committed to settling this matter and await your response. Thanks for your continued cooperation.

Dennis

From: Steve Peek [mailto:S.Peek@hollandhart.com]
Sent: Thursday, May 17, 2012 6:39 PM
To: Dennis Vacco
Cc: Barry Breslow; Maiorella, David P; Masterson, Dave -Legal
Subject: Morabito

Royal Bank has agreed to the reduction. B of A will be sweeping, immediately, Mr. Morabito's pledged account for all but the amount necessary for the reduced LOC and applying it to Mr. Morabito's outstanding balance on his line of credit.

Please note address change below effective July 11, 2011

J. Stephen Peek, Esq.

Partner

Holland & Hart LLP

9555 Hillwood Drive, 2nd Floor

Las Vegas, Nevada 89134

(702) 669-4600 (office)

(702) 222-2544 (direct)

(775) 247-1554 (cell)

Email: speek@hollandhart.com

Reno Office

5441 Kietzke Lane, Second Floor

Reno, Nevada 89511

(775) 327-3000 (office)

(775) 786-6179 (fax)

HOLLAND & HART 

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WL002778

WL002779

The assets, liabilities, income and expenses described on this (or the attached) financial statement are (check the appropriate box):

☒ **Individual** If this is an individual financial statement, list all your income, expenses and assets including your partial ownership interest in and income from any partially owned assets and list all of your direct and contingent liabilities.

☐ **Joint** If this is a joint financial statement, list all of both of your income, expenses and assets including your partial ownership interest and income from any partially owned assets and list all of both of your direct and contingent liabilities. A separate Personal Financial Statement may be provided for each individual if you prefer.

Name Paul A. Morabito	Date of Birth 1/12/84	Employer SELF	Years
Home Address 8581 Santa Monica Blvd., Suite 708	Phone 310-290-475	SSN 603026049	Occupation INVESTOR
City/State/Zip Los Angeles, CA 90069	No. Dependents none	Drivers License # & State CA B3251834	Business Address same as home
Joint/Spouse Name (only if and how above is checked)	Date of Birth	Employer	Years
Home Address	Phone	SSN	Occupation
City/State/Zip	Relationship to above	Drivers License # & State	Business Address
			Phone

I (we) understand that the following questions are addressed to me (us) and I (we) have answered them as appropriate.

- ☒ Yes ☐ No 1. Are you named as beneficiary of a trust, will or estate?
- ☒ Yes ☐ No 2. Are any of the assets listed herein held under a trust agreement of any type, held in an estate, or in any other name or capacity? Please detail in "Additional Remarks" below.
- ☒ Yes ☐ No 3. Are any of the assets listed herein on deposit, located, or otherwise held outside the United States of America?
- ☒ Yes ☐ No 4. Do any of your assets secure any debt which have not been reported in the following schedules?
- ☒ Yes ☐ No 5. Are any of the assets listed herein located in the community property states of Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, or Washington?
- ☒ Yes ☐ No 6. Are any of your real estate properties used by you in your business?
- ☐ Yes ☒ No 7. Have you ever filed for personal bankruptcy, had property you owned foreclosed, or made a settlement or an assignment for the benefit of creditors?
- ☐ Yes ☒ No 8. Has any corporation or partnership in which you are (were) a major owner or a general partner ever filed for bankruptcy, had property it owned foreclosed, or made a settlement or assignment for the benefit of creditors?
- ☒ Yes ☐ No 9. Are you, or any corporation or partnership in which you are a major owner or a general partner, a party to any suit or legal action, or are there any unsatisfied judgments against you?
10. Personal income tax returns have been filed through 2010
_____ and have you relied on advice _____ Yes
- ☒ Yes ☐ No Have your tax returns in the past three years been audited or contested?
11. Are you an officer, director, or principal shareholder of a financial institution?
- Provide full explanation of all "Yes" answers to the foregoing questions under "Additional Remarks" on this page (or on an attachment).
- ☐ Yes ☒ No 12. Do you have any Contingent Liabilities? Contingent Liabilities are defined on page 2 in the Contingent Liabilities section. If you answered Yes, you must complete the Contingent Liabilities section on page 2.
- ☒ Yes ☐ No 13. I (we) have made a will, last will or 12/2012

Additional Remarks:

1. 2. Amended Trust; 3. BMO Harris in "Spouse"; 4. PG to Shell Oil Co. for \$1 million; 5. California; 6. use the Peninsula House for business meetings
7. The law firm, the California Franchise Tax Board is completing my 2005-07 tax returns; 12/2012 will

The undersigned I (we) herewith submit to U.S. Trust (you) this (or the attached) financial and supporting schedules which constitute my (our) personal financial statement. This statement is submitted to you for the purpose of inducing you to extend or maintain credit to me (us) whether as direct obligor(s) or indirectly as guarantor(s) or other indirect obligor(s) of credit extended to others. I (we) hereby certify that this statement presents a true, complete, and correct statement of my (our) financial condition as of the date shown & does not omit any pertinent information. I (we) understand that misrepresenting information on this (or the attached) statement is a criminal offense under Federal law.

I (we) will notify you promptly in writing of any material uncollectible change in my (our) financial condition. In the absence of such notice, you may consider this a continuing statement and substantially correct. If I (we) apply for further credit, this statement shall have the same force and effect as if delivered as an original statement of my (our) financial condition at the time I (we) requested such further credit. You are hereby authorized to contact credit reporting agencies and other sources for the purpose of verifying any information stated herein or at any time are authorized to answer any questions about your credit experience with me (us), and furnish to U.S. Trust or any of its subsidiaries information which I (we) have provided to you and information regarding any of my (our) accounts.

Signature

Date 4/11/12

Signature

Date

WL002780

2317

Assets (omit cents)			Liabilities (omit cents)		
Cash	In Ins Bank	\$1,204,429	Mortgages	Primary Residence	\$1,000,000
(Schedule 1)	In Other Institutions	\$2,100,000	Payable	OTH Wholly-Owned RE	
Securities	Marketable		(Schedule 7)	Partially Owned RE	
(Schedule 2)	Not Publicly Traded		Notes	To this Bank	\$2,000,000
Accounts Receivable/Notes Receivable (Sch. 3)		\$1,750,000	Payable	Other Notes Payable	
Net Cash Value Ins. & Annuities (Schedule 4)			(Schedule 6 & 8)	Margin Account	
Real Estate	Primary Residence	\$4,000,000	Taxes	Income Taxes	
(Schedule 7)	Other Wholly-Owned RE	\$350,000	Owing	Other Taxes	
	Partially Owned RE			Unrealized Asset Apprec.	
Other Partnership Interest		\$345,000	Estimated Credit Card Balance		\$250,000
Equipment & Other Business Assets (Sch. 8)		\$80,850,000	Accounts Payable		
Deferred Comp. & Retirement Plans (Sch. 5)			Other Liabilities (Itemize on page 1 or attachment)		\$16,555,000
Other Assets (Itemize on pg 1 or attach)					
Offshore Assets (Itemize on pg 1 or attach)					
Personal Effects		\$1,000,000			
			Total Liabilities		\$19,805,000
Total Assets		\$81,599,429	Net Worth (Assets Less Liabilities)		\$71,694,429
Contingent Liabilities					
Instructions: State Total Amount by Type of Liability and Provide Appropriate Detail in The Space Below.					
Contingent liabilities are financial obligations of other individuals, partnerships, or companies which you have endorsed, guaranteed or otherwise agreed to or have a statutory obligation to honor in the event of certain contingencies and any direct obligations that are not reflected in the balance sheet above that you will be required to honor in the event of certain contingencies. These include obligations to U.S. Trust as well as to other banks or creditors of any kind. You must disclose all such guarantees, endorsements, etc. in this schedule.					
1. As Guarantor or Endorser		3. Legal Claims or Judgments		5. Standby Letter of Credit	
2. On Leases or Contracts		4. Income Tax Claim or Dispute Amount		6. Other	
Type #	Name of Primary Obligor	Due To	Max. Legal Obligation Amount	Maturity	Explanation: Include whether you anticipate having to honor this liability.
Note	Consolidated Nevada Corp	SH Inc.	\$10,500,000	2013	yes
Note	Consolidated Nevada Corp	Winners Gaming	\$5,500,000	2013	likely to convert to equity in FCC Licenses
Construction	Property Co	tenant	\$656,000	2015	building improvements
Annual Income/Expense Information					
Alimony, Child support or Separate Maintenance Income need not be revealed unless you wish to have them considered as a basis for repaying the requested credit.					
Sources of Cash	Last Year 20__	Projected This Year 2012	Uses of Cash	Last Year 20__	Projected this Year 2012
Recurring			Expenses		\$1,200,000
Salary & Wages			Income Taxes & FICA		
Commissions, Bonus			Other Payroll Deduction		
Interest & Dividends			Living Expense, Misc.		\$480,000
Real Estate Income		\$145,000	Real Estate Expense		\$132,000
Trust Income			Planned Investments		
Other Business Income			Alimony, Child Suppl, Sep Maint		
Other:		\$2,750,000	Other:		
Sub Total		\$2,895,000	Sub Total:		\$1,812,000
Non-Recurring			Debt Service		\$393,333
Commissions, Bonus			Primary Residence Pmt.		\$145,000
Sale of Assets		\$2,500,000	Scheduled Principal & Int.		\$100,000
Tax Refund		\$100,000	Other Interest Pmts.		
Other			Other Principal Pmts.		\$2,500,000
			Contingent Liability Pmts.		
			Total Cash Uses		\$4,950,333
Total Cash Sources		\$5,495,000	Total Cash Flow		\$544,667

WL002781

2318

Schedule 1 - Cash, Deposit Accounts

Name on Account	Deposit Institution & Location	Balance	Type of Account	Account Number	Pledged? Yes/No
BMO Harris					
Wells Fargo Bank					
Total This Bank to Page 2		\$0	Total Other Institutions to Page 2		

Schedule 2 - Securities: Stocks and Bonds

*Restricted means trading of the security is subject to restrictions due to federal, foreign or control.

Name of Issuer	Where Traded	No. of Shares	USD Price per Share	Market Value	Cost per Share	Pledged? Yes/No	Restricted Yes/No	Registered in the Name of
N/A								
Total Marketable to Page 2				\$0	Total Not Publicly Traded to Page 2			

Schedule 3 - Accounts Receivable/Notes Receivable

Due From	Original Amount	Present Balance	Rate	Maturity	Payment Terms	Collectible? Yes/No	Collateral
Gowat Bayrak	\$1,750,000	\$1,750,000	0	2030	0	Yes	none
Total to Page 2		\$1,750,000					

Schedule 4 - Life Insurance and Annuities (Including Employer Provided)

Company	Face Amount	Beneficiary	Cash Value	Policy Loan	Net Cash Value	Insured	Pledged? Yes/No
N/A							
Total to Page 2						\$0	

Schedule 5 - Deferred Compensation & Retirement Plans (Includes IRA, Annuity, 401(k), 403(b), Profit Sharing Plans, etc.)

Trustee or Plan Administrator	Type of Account	Beneficiary	Balance/Value	Plan Loan	Net Plan Value	In Name of
N/A						
Total to Page 2						\$0

Schedule 6 - Notes Payable (Excludes Mortgages Listed in Schedules 7 & 8)

Due To	Original Amount	Present Balance	Rate	Maturity	Payment Terms	Current? Yes/No	Collateral
N/A							
Total to Page 2		\$0	** If you are a Co-Maker, list the loan in this Schedule and state the Borrower's Name in the Collateral Column.				

WL002782

2319

Exhibit 44

1	UNITED STATES BANKRUPTCY COURT	
2	DISTRICT OF NEVADA	
3		
4	IN RE:)
5	PAUL A. MORABITO, an)
6	individual,)
7	Alleged Debtor.) Chapter 7
8) Case No.
9) BK-N-13-51237-GWZ
10		
11		
12		
13	341 MEETING OF CREDITORS	
14	LAS VEGAS, NEVADA	
15	MARCH 12, 2015	
16		
17		
18		
19		
20		
21		
22		
23		
24	Reported By: LISA MAKOWSKI, CCR 345, CA CSR 13400	
25	JOB NO.: 239939	

1 BY TRUSTEE LEONARD:

2 Q. Okay. Well, I'm going over these assets
3 here because I'm interested here in other
4 institutions, \$2.1 million.

5 What other institutions would that have
6 been?

7 A. I had a bank in Canada.

8 Q. Bank of Montreal, I think.

9 A. I think so. That's the other one I
10 remember.

11 Q. You had accounts receivable of
12 \$1.78 million at the time.

13 Did you receive those accounts
14 receivables?

15 A. I don't know what they are.

16 Q. Pardon me?

17 A. I don't know what they are.

18 Q. Well, they would be Schedule 3. Let's
19 look at Schedule 3 here. Schedule 3 says from
20 Edward Bayuk.

21 A. Yes.

22 Q. \$1.75 million.

23 A. Yes.

24 Q. \$1.75 million.

25 Why does Mr. Bayuk owe you \$1.75 million?

1 A. I believe this was part of the result of
2 him and I working out the assets that we had
3 together so that we could pay the Herbsts.

4 Q. Okay. So he owes you 1 -- but this is in
5 2012. He owed you at that time \$1.75 million.

6 A. According to this, yes.

7 Q. Are you still living with Mr. Bayuk?

8 A. No.

9 Q. Not in a relationship with him?

10 A. No.

11 Q. You have got in primary residence
12 \$4 million.

13 The primary residence is the place up in
14 Reno; right?

15 A. Yes.

16 Q. At the time, what happened to that
17 property?

18 A. We sold it for the benefit of the
19 Herbsts.

20 Q. You sold it for how much?

21 A. I don't remember.

22 Q. Can you find out?

23 A. Yes.

24 Q. Other wholly owned real estate \$350,000.

25 What other real estate would you have

1 Q. Do you have an interest in Versanet? I
2 know I have asked you that before.

3 A. No.

4 Q. So why didn't you exercise that option?

5 A. Again, you are making a presumption it is
6 an exercisable option. I think it's a performance
7 option. I had to raise some money and stuff. I
8 wasn't able to do it.

9 Q. Okay. Personal effects, \$1 million.

10 What did you have for a million dollars?
11 I looked at your schedules. You don't have a
12 million dollars worth of personal effects.

13 A. At the time, I had -- my presumption is I
14 still had some of the furniture and assets that we
15 were getting rid of from the house in Reno, selling
16 off to get money.

17 Q. Did you receive money from those, a
18 million dollars worth?

19 A. Mr. Bayuk kept a lot of them and that was
20 part of how I got paid. There were things he kept
21 and he took.

22 Q. So what do you mean how you got paid?

23 A. There are times when I needed money where
24 he would take some of the assets we'd had jointly
25 together from before.

1 Q. I don't understand that.

2 A. Own a piece of furniture or something and
3 we had it together, and when I needed money he
4 would take ownership and I would get some money.

5 Q. So he would be paying you?

6 A. Or giving me or forgiving things or
7 whatnot, yeah.

8 Q. Forgiving things?

9 A. We would go out to dinner. He would pay
10 the whole bill, or we would go do something
11 together.

12 Q. When is the last time you went to dinner
13 with him lately?

14 A. Months ago.

15 Q. So you sold all these assets. I am still
16 lost on this thing.

17 A. Uh-huh.

18 Q. You said Mr. Bayuk would take them and
19 that's how you are getting paid?

20 A. No. They were things that we had
21 together that we had accumulated.

22 Q. How much -- what dollar value would you
23 have spent?

24 A. I have a million dollars there.

25 Q. You had a million dollars. And Mr. Bayuk

1 got all these things that you sold. He kept the
2 money, and that's how he is paying you.

3 A. That's one of the sources of how I have
4 gotten money.

5 Q. If we look back in here on your financial
6 statement, I believe it is the financial statement,
7 I think you said he owed -- you owed him. You had
8 an account receivable of \$1.75 million.

9 A. And there were times I owed him.

10 Q. How did that happen?

11 A. Because I have gone through the 1.750 and
12 I started owing him money.

13 Q. So at this time here when you did this
14 financial statement, he owed you \$1.76 million?

15 A. Yes.

16 Q. And you have gone through that
17 \$1.76 million?

18 A. Yes.

19 Q. In the form of the \$31,500 payments you
20 call income?

21 A. Everything from the time he spent
22 advising and working with me on things to be paid
23 for them, contributing money to pay bills and legal
24 bills and things.

25 Q. That's a lot of bills to go through

Exhibit 45

SHAREHOLDER INTEREST PURCHASE AGREEMENT

THIS SHAREHOLDER INTEREST PURCHASE AGREEMENT ("Agreement") is dated as of the 30 day of September, 2010, by and between **PAUL MORABITO**, an individual residing at 8581 Santa Monica Blvd., Suite 708, West Hollywood, CA 90069 ("Seller") and **SNOWSHOE PETROLEUM, INC.**, a New York corporation with offices at 14631 N. Scottsdale Road, Suite 125, Scottsdale, Arizona 85254 (the "Company").

WITNESSETH:

WHEREAS, Seller is a shareholder of Superpumper, Inc., an Arizona corporation with offices at 14631 N. Scottsdale Road, Suite 125, Scottsdale, Arizona 85254, (hereinafter "Superpumper") and owns Eighty (80) shares (the "Shares") of the common stock of Superpumper, representing Eighty Percent (80%) of the issued and outstanding shares; and

WHEREAS, Seller wishes to sell all of his Shares to the Company and the Company wishes to purchase the Shares from Seller, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and mutual representations, warranties and covenants contained herein, the parties agree as follows:

ARTICLE 1. **PURCHASE AND SALE**

1.1 **Sale of Shares.** Subject to all other terms and conditions of this Agreement, Seller will sell and transfer to the Company, and the Company will purchase from Seller all of the Seller's right, title and interest in Eighty (80) Shares in Superpumper for a purchase price of One Million Thirty Five Thousand Ninety Four Dollars (\$1,035,094) (the "Initial Purchase Price"). The parties acknowledge and agree that the Initial Purchase Price is based upon a preliminary appraisal of the Seller's Shares and that such Initial Purchase Price may be adjusted upward (but not downward) based upon a final appraisal to be completed subsequent to the Closing. To the extent that the Initial Purchase Price is adjusted upward, the Company shall issue to Seller a promissory note (the "Note") for the amount of such adjustment. The Note shall be subordinate to any bank financing of the Company at the time of issuance or any future bank financing and shall be amortized over a seven (7) year term with principal paid annually and interest at a rate of four percent (4%) per annum paid monthly. The parties further acknowledge that the Seller may assign the principal and interest payments from the Company pursuant to the Note to a third party creditor.

ARTICLE 2.
CLOSING DOCUMENTS

2.1 Closing Documentation. The closing of the purchase and sale of the Seller's Shares (the "Closing") shall be held at the offices of the Company on September 30, 2010 or at such other place as is mutually agreed to between the Company and Seller (the "Closing Date"). At the Closing, Seller shall deliver to the Company an original certificate evidencing Eighty (80) shares duly endorsed for transfer, and the Company shall deliver to Seller the Initial Purchase Price with such payment to be made by wire transfer of immediately available funds to an account designated by Seller. In lieu of a payment directly from the Company, the shareholders of the Company may transfer the Initial Purchase Price directly to the Seller and such transfer shall be deemed a capital contribution to the Company by the shareholders in the amount of the Initial Purchase Price and a corresponding payment by the Company to the Seller in satisfaction of the Initial Purchase Price..

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 Seller represents and warrants to the Company as follows:

(a) This Agreement constitutes a legal, valid and binding obligation of Seller enforceable against him in accordance with its terms. Seller shall effectively transfer to the Company good and marketable title to the Shares free and clear of all liabilities, liens, encumbrances and other restrictions.

(b) Seller has concluded an assessment satisfactory prior to entering into this Agreement that the Purchase Price reflects adequate consideration for the purchase of the Shares.

ARTICLE 4.
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

4.1 The Company represents and warrants to Seller as follows:

(a) Organization, Corporate Power, Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of New York. The Company has the power and authority to (i) own and hold its properties and to carry on its business as now conducted; (ii) execute and deliver and perform its obligations under this Agreement, and all other documents required to be delivered by the Company hereunder (collectively the "Transaction Documents"); and (iii) to acquire the Seller's Shares.

(b) Validity. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company,

enforceable in accordance with its terms, subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws and to general principles of equity. The Transaction Documents, when executed and delivered by the Company in accordance with this Agreement, will constitute the legal, valid and binding obligations of the Company, enforceable in accordance with their respective terms, subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws and to general principles of equity.

(c) No Violation. Neither the execution and delivery of this Agreement and the other Transaction Documents, nor the consummation by the Company of the transactions contemplated hereby and thereby, will: (1) violate any statute or law, or any rule or regulation; (2) violate any order, writ, injunction or decree of any court or governmental authority; or (3) violate or conflict with or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or will result in the termination of, or accelerate the performance required by, any term or provision of: (i) the Certificate of Incorporation and the By-Laws of the Company; or (ii) any lease, contract, commitment, understanding, arrangement, agreement or restriction of any kind or character to which the Company is a party or by which the Company or any of its assets or properties may be bound or affected. No filing with or consent, approval, authorization or action by any governmental or regulatory authority is required in connection with the execution and delivery by the Company of this Agreement or the consummation by the Company of the transactions contemplated hereby.

(d) Brokers. Neither the Company, nor any of its officers, directors or employees, as the case may be, has employed any broker or finder or incurred any liability for brokerage fees, commissions or finder's fees in connection with the transactions contemplated by this Agreement.

ARTICLE 5. MISCELLANEOUS

5.1 Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof and no party shall be liable or bound to the other in any manner by any warranties, representations, covenants or agreements except as specifically set forth herein or expressly required to be made or delivered pursuant hereto.

5.2 Modifications. Any amendment, change or modification of this Agreement shall be void unless in writing and signed by all parties hereto.

5.3 Further Assurances. Seller and the Company shall execute and deliver to the other party such instruments as may be reasonably required in connection with the performance of this Agreement and each shall take all further actions as may be reasonably requested to carry out the transactions contemplated by this Agreement.

5.4 Binding Effect and Benefits. This Agreement shall be binding upon and shall inure to the benefit of the Company and Seller and their respective successors, assigns, transferees and legal representatives.

5.5 Notices. Any notices or other communications required or permitted to be given pursuant to this Agreement shall be deemed to be given if in writing and delivered personally or sent by certified mail, postage prepaid addressed as follows:

(a) To Seller:

Paul Morabito
8581 Santa Monica Blvd.
Suite 708
West Hollywood, CA 90069

(b) To the Company:

Snowshoe Petroleum, Inc.
14631 Scottsdale Road, Suite 125
Scottsdale, AZ 85254

With a copy to:

Lippes Mathias Wexler Friedman LLP
665 Main Street - Suite 300
Buffalo, NY 14203
Attention: Dennis C. Vacco, Esq.

or such other address as shall be furnished in writing by Seller or the Company to the other party.

5.6 Governing Law. This Agreement shall be governed, construed and enforced in accordance with the internal laws of the State of New York without regard to conflicts of laws principles.

5.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

[The Remainder of this Page Intentionally Blank]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the date first written above.

SELLER:

PAUL MORABITO

COMPANY:

SNOWSHOE PETROLEUM, INC

By: _____

Edward Bayuk, Shareholder and Director

Exhibit 46

Paul Anthony Morabito			
Statement of Assets & Liabilities			
as of May 5, 2009			
Assets		Liabilities	
Personal Items		Loan Balances	
8355 Panorama Drive, Reno, Nevada (note 1)	\$ 3,500,000	Bank of America Mortgage	\$ 736,629
371 El Camino Del Mar, Laguna Beach, California (note 2)	\$ 2,625,000	Washington Mutual Mortgage	\$ 665,059
370 Los Olivos, Laguna Beach, California (note 3)	\$ 1,750,000	Bank of America Mortgage	\$ 530,276
1254 Mary Fleming Cicle, Palm Springs, California (note 4)	\$ 850,000	Washington Mutual Mortgage	\$ 186,661
Artwork - (note 5)	per AIG Insurance \$ 2,000,000		
personal affects - (Note 6)	per AIG Insurance \$ 1,500,000		
Antiques (note 6)	per AIG Insurance \$ 250,000		
	\$ 12,475,000		\$ 2,118,624
Cash & Demand Notes		Other Outstanding Debt & Obligations	
Bank of America, The Private Bank, Palm Desert, California	\$ 11,015,859	Bank of America, The Private Bank - lines of credit	\$ 1,545,000
Note Receivable from Jerry Herbst (note 7)	\$ 4,590,000	American Express Centurion	\$ 10,000
Raffles Insurance Co., cash value (note 8)	\$ 2,650,000	estimated 2008 federal and state tax obligations	\$ (115,000)
cash on hand	\$ 85,000		
	\$ 18,340,859		\$ 1,440,000
Investments & Miscellaneous			
54% Common Shares, Consolidated Nevada Corporation; (note 9)	\$ 540,000		
100% Common Shares, Consolidated Western Corporation; (note 10)	\$ 20,000,000		
10% Common Shares, Big Wheel Lodging LLC; (note 11)	\$ 250,000		
10% Common Shares, Big Wheel Properties LLC; (note 11)	\$ 250,000		
51% Common Shares, Big Wheel Gaming LLC; (note 12)	\$ 9,474,800		
90% Common Shares, Watchmyblock LLC; (note 13)	\$ 2,250,000		
50% Common Shares, Superpumper Properties LLC; (note 14)	\$ 274,000		
1461 Glenneyre, Laguna Beach, California (note 15)	\$ 2,375,000		
570 Glenneyre, Laguna Beach, California (note 16)	\$ 1,750,000	Bank of America Mortgage	\$ 720,417
Nevada State Highway 445 & Calle De La Plata, Reno, Nevada (note 17)	\$ 250,000		
unit in Rosemont Solebury LLP (note 18)	\$ 245,800		
2007 Bentley GTC	Nevada registration \$ 165,000		
2009 BMW 750iL	Nevada registration \$ 105,000		
2005 Chevrolet Trailblazer	Nevada registration \$ 8,000		
2006 Range Rover HSE	Nevada registration \$ 52,000		
	\$ 37,989,600		\$ 720,417
Assets Total	\$ 68,805,459	Liabilities Total	\$ 4,279,041
excess of assets over liabilities		\$64,526,418	
Notes:			
all residential and commercial properties and investments shown at Fair Market Value unless noted otherwise			
1	primary residence - 5 acres of ranch property, water rights, barn and 9,400 square feet principal residence owned 30% by Edward W. Bayuk and 70% by Paul Morabito		
2	2,200 square foot vacation residence owned 25% by Edward W. Bayuk and 75% by Paul Morabito		
3	1,900 square foot guest house vacation residence owned 50% by Edward W. Bayuk and 50% by Paul Morabito		
4	3,800 square foot residence owned 50% by Edward W. Bayuk and 50% by Paul Morabito		
5	as outlined in detailed schedule to AIG Private Insurance on the Umbrella Policy with Rider		
6	as outlined in detailed schedule to AIG Private Insurance on the Umbrella Policy with Rider		
7	Promissory Note personally guaranteed by Jerry Herbst		
8	payment due on funding from Raffles Insurance captive in the Bahamas		
9	Nevada corporation that previously owned Berry-Hinckley Industries		
10	Nevada corporation that owns Superpumper, Inc. which operates 11 Shell franchised gas service stations and 5 carwashes; gas stations under a jobber agreement with Shell Oil Products US		
11	membership interests - Fernley Travel Centers on 7 acres in Fernley, Nevada developing c-store, truckstop and IHOP restaurant		
12	beneficiary to operate 240 slot machines at Fernley Travel Center in Fernley, Nevada		
13	beneficial owner of United States Patent & Trademark Office application number US60/887,707 - realtime connection of law enforcement emergency CAD 911 systems to civilian cellular and electronic mail systems		
14	beneficial owner of three fee properties in Elko & Lovelock, Nevada leased to Western Energetix Inc., a unit of Nella Oil Inc.		
15	4,300 square foot mixed used commercial office building with apartment; as well as 3 covered and 5 onsite parking - owned jointly with Edward Bayuk in Baruk Properties LLC		
16	6,000 square foot mixed used commercial building with 22 onsite parking and loading bay, in Laguna Beach's Central Business District, formerly the main United States Post Office - owned jointly with Edward Bayuk in Baruk Properties LLC		
17	48,000 square foot commercial building property adjacent to convenience store and to-be licensed facility		
18	investment in Limited Partnership directed by a company controlled by Christopher Heinz III		

STRICTLY CONFIDENTIAL

Exhibit 47

From: Naz Afshar, CPA
Sent: Wednesday, March 10, 2010 11:30 PM
To: Darren Takemoto, CPA
Subject: FW: Current Personal Financial Statement
Attachment(s): "PAM May 2009 .pdf"

Naz Afshar, CPA
Partner
Tax
Gursey | Schneider LLP
1888 Century Park East, Suite 900
Los Angeles, CA 90067
<http://www.gursey.com>
phone: 310-552-0960
fax: 310-557-3468

 Please consider the environment before printing this e-mail.

From: Paul Morabito [mailto:pmorabito@cowestco.com]
Sent: Wednesday, March 10, 2010 6:58 AM
To: Naz Afshar, CPA
Subject: FW: Current Personal Financial Statement

Naz

Here is the last PFC done for me – and I can represent that nothing has materially changed. Obviously this is for your Confidential use only.

Paul Morabito

Chairman & Chief Executive Officer

**CONSOLIDATED WESTERN CORPORATION • Big Wheel Travel Center & Casino •
Superpumper, Inc. • Superpumper Canada Limited • Cowestco Special Risk LLC**

14631 North Scottsdale Road, Suite 125, Scottsdale, Arizona 85254 • 59 Damonte Ranch Parkway, Suite B-335, Reno, Nevada 89521 • 100 King Street West, Suite 5700, First Canadian Place, Toronto, Ontario, Canada M5X 1C7

Tel.: (775) 682-3910 • UK: +44(0)777-0 385-385 • CDN: (416) 915-4160 • fax: (480) 222-1062 • mobile: (775) 223-3585 • e-mail: pmorabito@cowestco.com

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Paul Anthony Morabito			
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as of May 5, 2009			
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4	3,800 square foot residence owned 50% by Edward W. Bayuk and 50% by Paul Morabito		
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6	as outlined in detailed schedule to AIG Private Insurance on the Umbrella Policy with Rider		
7	Promissory Note personally guaranteed by Jerry Herbst		
8	payment due on funding from Raffles Insurance captive in the Bahamas		
9	Nevada corporation that previously owned Berry-Hinckley Industries		
10	Nevada corporation that owns Superpumper, Inc. which operates 11 Shell franchised gas service stations and 5 carwashes; gas stations under a jobber agreement with Shell Oil Products US		
11	membership interests - Fernley Travel Centers on 7 acres in Fernley, Nevada developing c-store, truckstop and IHOP restaurant		
12	beneficiary to operate 240 slot machines at Fernley Travel Center in Fernley, Nevada		
13	beneficial owner of United States Patent & Trademark Office application number US60/887,707 - realtime connection of law enforcement emergency CAD 911 systems to civilian cellular and electronic mail systems		
14	beneficial owner of three fee properties in Elko & Lovelock, Nevada leased to Western Energetix Inc., a unit of Nella Oil Inc.		
15	4,300 square foot mixed used commercial office building with apartment; as well as 3 covered and 5 onsite parking - owned jointly with Edward Bayuk in Baruk Properties LLC		
16	6,000 square foot mixed used commercial building with 22 onsite parking and loading bay, in Laguna Beach's Central Business District, formerly the main United States Post Office - owned jointly with Edward Bayuk in Baruk Properties LLC		
17	48,000 square foot commercial building property adjacent to convenience store and to-be licensed facility		
18	investment in Limited Partnership directed by a company controlled by Christopher Heinz III		

STRICTLY CONFIDENTIAL

Exhibit 48

From: Paul Morabito [pmorabito@cowestco.com]
Sent: Wednesday, March 10, 2010 1:50 AM
To: jon@aim13.com
CC: dfcantor@gmail.com; Dennis Vacco
Subject: Strictly Confidential
Attachment(s): "Archived"

Jon

Please see attached the ExxonMobil CIM for Florida, and associated maps. Please keep this strictly confidential, and do not forward – use this as the basis of our continued conversations only. My intention is to contribute my existing Arizona (11 stores) and Nevada (51% of the truckstop/casino) businesses at a FMV of approximately \$40 million – and get a partner to assist in acquiring these markets, and possibly NYC and New Jersey.

I look forward to going into further detail on this with you in Manhattan.

SUMMARY:

Southwest

Total Fee Stores: 29
Total gallons for fee stores: 52,367,000
Total stores: 33, with total gallons: 57,951,000

Southeast

Total Fee Stores: 127
Total gallons for fee stores: 256,906,000
Total stores: 150, with total gallons: 307,450,000

Orlando

Total Fee Stores: 37
Total gallons for fee stores: 78,633,000
Total stores: 41, with total gallons: 89,921,000

SUMMARY

Total Fee Stores: 193
Total gallons for all fee stores: 387,906,000
Total stores: 224, with total gallons: 455,322,000

Paul Morabito

Chairman & Chief Executive Officer

CONSOLIDATED WESTERN CORPORATION • Big Wheel Travel Center & Casino • Superpumper, Inc. • Superpumper Canada Limited • Cowestco Special Risk LLC

14631 North Scottsdale Road, Suite 125, Scottsdale, Arizona 85254 • 59 Damonte Ranch Parkway, Suite B-335, Reno, Nevada 89521 • 100 King Street West, Suite 5700, First Canadian Place, Toronto, Ontario, Canada M5X 1C7
Tel.: (775) 682-3910 • UK: +44(0)777-0 385-385 • CDN: (416) 915-4160 • fax: (480) 222-1062 • mobile: (775) 223-3585 • e-mail: pmorabito@cowestco.com

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Exhibit 49

From: Paul Morabito [pmorabito@cowestco.com]
Sent: Thursday, May 20, 2010 9:43 AM
To: Dennis Vacco; mpace@millerthomson.com
CC: Mark Frederick; Stan Bernstein; Jeffrey M. Fleischer; glongo@cowestco.com; Edward Bayuk; Sam Morabito; Pasquale, Stephen; Gino Vendittelli
Subject: PRIORITY

All:

We have made the determination to proceed with placing a BINDING BID on June 22nd with ExxonMobil (XOM) for the 88 stores in the Chicago marketplace. The following process needs to happen asap:

1. set up **Consolidated Canada Corporation** as a British Columbia unlimited liability corporation, wholly owned by **Snowshoe Capital LLC**
2. **Snowshoe Capital LLC** is a Nevada S Corp owned 7.5% by Edward Bayuk, 5% by Sam Morabito and 2.5% by **Hanoosh Holdings Ltd.**, an Ontario company owned by Dr. Anna Kobylecky, 1% by George Longo and 84% by myself through the **Arcadia Living Trust**, my Nevada living trust
3. arrange paperwork for me to transfer into CCC 100% of the shares of **Consolidated Western Corporation**, which owns 100% of **Superpumper, Inc.**, at a FMV of \$30 million
4. arrange paperwork for Gino Vendittelli to transfer into CCC 100% of the shares of **Victoria & Greenlane Auto Service Center Ltd.** in exchange for a 2% ownership in CCC and a note to his partner, Albino Di Santo, for C\$1.1 million whose terms I will explain in another email
5. the assets being acquired will be done through **Superpumper Chicago, Inc.** an Illinois S corp that will be 100% owned by CCC
6. we are seeking financing from BMO Harris with the support of the EDC – in order for this to happen, we need this corporate structure in place BEFORE I have my meeting with the EDC in Mississauga next Thursday

Having made the decision to do this, we need this process completed asap. I am in court today, so I need Stan and Stephen to communicate, and Dennis and Michael to make this happen. George Longo will be coordinating everything.

Paul Morabito
Chairman

Consolidated Canada Corporation • Consolidated Western Corporation • American Oil Distribution Co. • Signal Specialty Risk LLC
14631 North Scottsdale Road, Suite 125, Scottsdale, Arizona 85254-2711 • 59 Damonte Ranch Parkway, Suite B-335, Reno, Nevada 89521-1907
100 King Street West, Suite 5700, First Canadian Place, Toronto, Ontario M5X 1C7
tel.: (775) 682-3910 • UK: 07770 385385 • Canada: (416) 915-4160 • fax: (480) 222-1062 • mobile: (775) 223-3585 • e-mail: pmorabito@cowestco.com

please direct all mail and deliveries to the address in Scottsdale, Arizona, above

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Exhibit 50

Paul Anthony Georges Morabito
Statement of Assets & Liabilities
as of Sunday, May 30th, 2010

Assets		Liabilities	
Personal Residences & Effects 8255 Panorama Drive Reno, Washoe County, Nevada 371 El Camino del Mar, Laguna Beach, Orange County, California 370 Los Olivos, Laguna Beach, Orange County, California 1254 Mary Fleming Circle, Palm Springs, Riverside County, California Artwork - paintings, sculptures, collectibles and rare maps Jewelry - birth pieces, rings etc. Personal Effects including antiques, furniture etc.	primary residence	Real Property Fee Mortgages Bank of America Mortgage Bank of America Mortgage Bank of America Mortgage Bank of America Mortgage Other Personal Outstanding Debt & Obligations Bank of America The Private Bank - lines of credit American Express Cardholder Commercial Mortgages and Obligations Guaranteed By Principal Superpumper, Inc. - line of credit with BBVA Compass & Shell Oil Products, US Sport Finance Co., property lease Fernley, Nevada Bank of America Mortgage Bank of America Mortgage	NOTE: \$ 738,622 \$ 565,058 \$ 530,276 \$ 189,661 \$ 2,118,624 \$ 1,545,000 \$ 1 \$ 1,545,001 \$ 4,000,000 \$ 5,500,000 \$ 550,000 \$ 720,417 \$ 6,773,417 \$ 12,434,042
	vacation home		
	vacation home		
	vacation home		
Cash & Demand Notes Bank of America, The Private Bank, Palm Desert, California Commerce Bank, Century City, California BMO Harris Private Bank, Toronto, Ontario Development Demand Note Receivable from Jerry Herbst Raffles Insurance Co., cash value cash on hand			
Investments, Commercial Real Estate & Miscellaneous 54% Common Shares, Consolidated Nevada Corporation; 100% Common Shares, Consolidated Western Corporation; 87.5% Common Shares, Cowestco Investment LLC 10% Common Shares, Big Wheel Lodging LLC; 10% Common Shares, Big Wheel Properties LLC; 51% Common Shares, Big Wheel Gaming LLC; 80% Common Shares, Watchmyblock LLC; United States Patent & Trademark Office application number US867887,707 50% Common Shares, Superpumper Properties LLC; 25% Common Shares, First Newport Insurance Associates LLC; 1491 Glenneyre, Laguna Beach, Orange County, California 570 Glenneyre, Laguna Beach, Orange County, California Nevada State Highway 445 & Caba De La Plata, Sparks, Washoe County, Nevada unit in Rosemont Seabury LLP, New York City, New York 2006 Range Rover HSE	office building medical office building raw land		
Assets Total		Liabilities Total	
	\$ 96,042,196		\$ 12,434,042
excess of assets over liabilities			\$83,608,154

Notes:

all residential and commercial properties and investments shown at Fair Market Value unless noted otherwise

- primary residence - 5 acres of ranch property, water rights, barn and 9,400 square feet principal residence owned 30% by Edward W. Bayuk and 70% by Paul Morabito
- 2,200 square foot vacation residence owned 25% by Edward W. Bayuk and 75% by Paul Morabito
- 1,900 square foot guest house vacation residence owned 50% by Edward W. Bayuk and 50% by Paul Morabito
- 3,500 square foot vacation residence owned 50% by Edward W. Bayuk and 50% by Paul Morabito
- as outlined in detailed schedule to AIG Private Insurance on the Umbrella Policy with Rider
- as outlined in detailed schedule to AIG Private Insurance on the Umbrella Policy with Rider
- 54% of Promissory Note personally guaranteed by Jerry Herbst, CEO of Terrible Herbst, Inc. in support of property developments assigned to Consolidated Nevada Corporation in 2007
- cash value of captive insurance entity in Bridgetown, Barbados
- Nevada corporation that previously owned Berry-Hindley Industries
- Nevada corporation that owns Superpumper, Inc. which operates 11 Shell franchised gas service stations and 5 convenience stores; gas stations under a jointer agreement with Shell Oil Products US
- minimum \$5 million operating line of credit at BBVA Compass Bank in Scottsdale, Arizona, and \$1 million wholesale fuel operating line with Shell Oil Products US, Houston, Texas
- membership interest - Nevada corporation owning 100% of Cowestco Holdings Inc., which owns 94.5% of Cowestco Canada Holdings LLC, a British Columbia LLC; Superpumper Chicago LP;
- membership interest - Fernley Travel Centers on 7 acres in Fernley, Nevada developing casino, truckstop and IHOP restaurant
- ground lease with option to buy beneficially owned by LLC
- beneficiary to operate 240 slot machines at Fernley Travel Center in Fernley, Nevada
- membership interest in company developing realtime connection of law enforcement emergency CAD 911 systems to civilian cellular and electronic mod systems accessed through Neighborhood Watch
- United States Patent & Trademark Office application number US867887,707
- beneficial owner of three fee properties in Elko & Lovelock, Nevada leased to Western Energetix Inc., a unit of Nalco Oil Inc.
- membership interest - Los Angeles, California based insurance brokerage with \$200 million HSBC premium line
- 4,300 square foot mixed used commercial office building with apartment, as well as 3 covered and 5 onsite parking - owned jointly with Edward Bayuk in Bank Properties LLC
- 6,000 square foot mixed used commercial building with 22 onsite parking and loading bay, in Laguna Beach's Central Business District, formerly the main United States Post Office - owned jointly with Edward Bayuk in Bank Properties LLC
- 48,000 square foot commercial building property adjacent to convenience store and to-be licensed facility
- investment in private equity Limited Partnership directed by a company controlled by Christopher Heinz III, Rosemont Seabury Farms, L.P., Pittsburgh, Pennsylvania

I certify the attached to be true to the best of my direct knowledge:

Paul Anthony Georges Morabito
resident of Washoe County, Nevada
Sunday, May 30th, 2010

STRICTLY CONFIDENTIAL

Compass 000085

Exhibit 51

From: Paul Morabito [pmorabito@cowestco.com]
Sent: Monday, June 28, 2010 10:25 AM
To: george.r.garner@exxonmobil.com
CC: don.j.salamack@exxonmobil.com; dan.nelson@nelsoninsight.com;
jfleischer@straightlinemerchantcapital.com; tucker.quayle@gmail.com; jdquayle47@gmail.com;
Jones, James; ggardnerjones@gmail.com; Dennis Vacco
Subject: RE: ExxonMobil Chicago Market Business Plan Review

George

We have executives from Getty Realty, our sale lease/back provider, and BMO Harris NA, our commercial bank from Chicago, in attendance on Thursday in Scottsdale.

Our financing is very simple: we have an \$80 million sale lease/back arranged through Getty Realty (NYSE:GTY) - this is a 15 year term lease, with two options to renew at 10 years each. The base cap rate is at 10%, with final adjustments on pricing to be determined. The board of Getty will have approved this transaction within three weeks, and they can close shortly thereafter.

Through my Canadian bank, we have a commitment letter from Chicago based BMO Harris Bank for \$20 million in the form of letters of credit (\$10 million) and lines of credit (\$10 million). I am merging the ownership of the Chicago assets and my existing Superpumper, Inc., assets in Arizona, together.

The Arizona company, which I presently own 100% of, has a FMV exceeding \$25 million; annual cashflow of \$5 million; and has no term debt, just an existing line of credit for \$3 million. Superpumper, Inc., and Superpumper Chicago LP, will be jointly owned by my holding company, Consolidated Western Corporation. I am contributing an additional \$3 million in cash to Consolidated Western Corporation - which will increase its book value to approximately \$11 million.

Dan Nelson, the former Vice President of Government Relations for ExxonMobil, is a 5% shareholder in Superpumper Chicago LP; as is Jeffrey M. Fleischer. Vice President Dan Quayle and his son, Tucker, through Tynwald Capital LLC, will own 1% of the combined Consolidated Western Corporation at that time. Upon merger, Messrs. Nelson and Fleischer will trade their Superpumper Chicago LP stock for 3% each in Consolidated Western Corporation.

Our plan is to acquire an additional 130+ store independent operator in the SouthWest - and convert its existing 240 million gallons to ExxonMobil brand as quickly as practicable. At that time, the Quayle's ownership through Tynwald Capital will adjust as they will also have 10% of this new investment vehicle; and former United States Ambassador Jim Jones, and his son, Geoffrey, will also be joining us as 10% shareholders in this new company. Jeffrey Fleischer is also receiving additional equity in this transaction. Just as with Chicago, our plan will be to merge the ownership of this entity into Consolidated Western Corporation, with appropriate dilution of ownership applied. We anticipate the acquisition of this new company to be \$150 million - financed \$110 million through a sale lease/back of its underlying real estate, \$30 million term loan arranged through BMO Harris NA, and \$10 million in cash equity.

We are looking forward to the opportunity to go into this in further detail on Thursday.

Paul Morabito

Chairman

Cowestco Investment LLC • Consolidated Western Corporation • Superpumper, Inc., & Superpumper Chicago LP • First Newport Insurance Associates LLP

14631 North Scottsdale Road, Suite 125, Scottsdale, Arizona 85254-2711 • 59 Damonte Ranch Parkway, Suite B-335, Reno, Nevada 89521-1907

100 King Street West, Suite 5700, First Canadian Place, Toronto, Ontario M5X 1C7

tel.: (775) 682-3910 • UK: 07770 385385 • Canada: (416) 915-4160 • fax: (480) 222-1062 • mobile: (775) 223-3585 • e-mail: pmorabito@cowestco.com

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2345

Exhibit 52

PLAN OF MERGER
OF
CONSOLIDATED WESTERN CORPORATION
WITH AND INTO
SUPERPUMPER, INC.

This Plan of Merger, is dated as of September 28, 2010, by and between Consolidated Western Corporation, a Nevada corporation with offices at 14631 North Scottsdale Road, Suite 125, Scottsdale, Arizona 85254-3456 ("CWC") and Superpumper, Inc., an Arizona corporation with offices at 14631 North Scottsdale Road, Suite 125, Scottsdale, Arizona 85254-3456 ("SPI").

RECITALS:

The Boards of Directors of CWC and SPI deem it advisable and in the best interests of each such corporation and their respective stockholders that CWC be merged with and into SPI in accordance with the terms of this Plan of Merger (the "Merger").

The Boards of Directors of CWC and SPI have adopted resolutions authorizing and approving the proposed merger of CWC with and into SPI according to the terms and conditions of this Plan and Agreement of Merger, authorizing the submission to their respective shareholders of the proposal to approve the merger of CWC with and into SPI according to the terms and conditions of this Plan and Agreement of Merger, and recommending the approval by their respective shareholders of the proposal to merge CWC with and into SPI according to the terms and conditions of this Plan of Merger.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1.
THE MERGER

1.01 Surviving Corporation. At the Effective Time (as defined in Article 6 hereof), CWC shall be merged with and into SPI (sometimes referred to herein as the "Surviving Corporation"), which shall continue to be governed by the laws of the State of Arizona, and the separate corporate existence of CWC shall thereupon cease. The Merger shall be completed pursuant to the provisions of the Arizona Corporation Law.

1.02 Effects of the Merger. The Merger shall have the effects set forth in the Arizona Corporation Law, including without limitation, upon the effectiveness of the Merger: (a) the separate existence of CWC shall cease; (b) SPI, as the Surviving Corporation shall possess all of

Superpumper 000046

the rights, privileges, powers, immunities, purposes and franchises, both public and private, of CWC; (c) all real and personal property, tangible and intangible, of every kind and description belonging to CWC shall be vested in SPI as the Surviving Corporation without further act or deed, and the title to any real estate or any interest therein vested in CWC shall not revert or in any way be impaired by reason of the Merger; (d) SPI, as the Surviving Corporation shall be liable for all the obligations and liabilities of each of CWC and any claim existing or action or proceeding pending by or against SPI may be enforced as if the Merger had not taken place; and (e) neither the rights of creditors nor any liens upon or security interests in the property of CWC shall be impaired by the Merger.

1.03 Service of Process for CWC. The Surviving Corporation hereby appoints the Secretary of State of Nevada as its agent for service of process in a proceeding to enforce (a) any obligation which accrued before the Effective Date or (b) the rights of dissenting owners of CWC.

ARTICLE 2. SHAREHOLDER APPROVAL

2.01 Shareholder Approval. Following execution of this Plan of Merger, this Plan of Merger shall be submitted to the shareholders of CWC and SPI for their approval. The submission of this Plan of Merger to the shareholders of CWC and SPI shall be accompanied by a recommendation from the Board of Directors that the Merger, as provided for by this Plan of Merger, be approved by the shareholders.

ARTICLE 3. ARTICLES OF INCORPORATION AND BYLAWS

3.01 Certificate of Incorporation and By-laws of Surviving Corporation. At the Effective Time, the Articles of Incorporation of SPI, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation. At the Effective Time, the Bylaws of SPI as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation.

ARTICLE 4. DIRECTORS AND OFFICERS

4.01 Directors and Officers of Surviving Corporation. The persons who are directors or officers of SPI at the Effective Time shall, immediately after the Effective Time, be the officers and directors of the Surviving Corporation, until their successors are elected or appointed in accordance with law.

ARTICLE 5.
MANNER AND BASIS OF CONVERTING SHARES

5.01 Conversion of Shares. The 1,000 common shares, without par value, of SPI, which are issued and outstanding immediately prior to the merger shall, at the effective time of the merger, be cancelled without consideration. Each share of common stock of CWC, having a par value of \$.10 per share which is issued and outstanding at the time of the merger shall be converted to an issued and outstanding share of common stock of SPI having a no par value at the effective time of the merger.

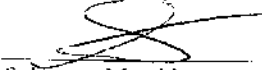
ARTICLE 6.
EFFECTIVE TIME

6.01 Effective Time. As used in this Plan of Merger, the term "Effective Time" shall mean the filing dated of the Articles of Merger.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the undersigned corporations have executed this Plan of Merger as of the date first set forth above.

CONSOLIDATED WESTERN
CORPORATION

By: 
Name: Salvatore Morabito
Title: Vice President

SUPERPUMPER, INC.

By: 
Name: Salvatore Morabito
Title: Vice President

ARTICLES OF MERGER
OF
CONSOLIDATED WESTERN CORPORATION
(a Nevada Corporation)

INTO

SUPERPUMPER, INC.
(An Arizona Corporation)

(ARS, §§ 10-1101, 10-1105)

1. Filed simultaneously with these Articles of Merger is the Plan of Merger which has been adopted by Consolidated Western Corporation, a Nevada corporation, which is the disappearing corporation, and Superpumper, Inc., an Arizona corporation which is the surviving corporation.
2. The name of the surviving corporation is Superpumper, Inc. and its known place of business is 14631 North Scottsdale Road, Suite 125, Scottsdale, Arizona 85254-2711.
3. The name and address of the statutory agent of the surviving corporation is CT Corporation System, 2394 East Camelback Road, Phoenix, Arizona 85016.
4. The Plan of Merger does not contain any amendments to the Articles of Incorporation of the surviving corporation.
5. Approval of the shareholders of both corporations was required. The designations of voting groups in each corporation, the number of votes in each, the number of votes represented at the meeting at which the merger was adopted or represented on each consent to the merger by the shareholders entitled to vote and the votes cast for and against the merger were as follows:
 - a. Regarding Superpumper, Inc., the surviving corporation: There is only one voting group entitled to vote on approval of the merger. The voting group consisting of 1,000 shares of common stock is entitled to 1,000 votes. A written consent was signed and duly authorized by the voting group consisting of 1,000 votes for the merger. The number of votes cast for the merger was sufficient for approval by the voting group.
 - b. Regarding Consolidated Western Corporation, the disappearing corporation: There is only one voting group entitled to vote on approval of the merger. The voting group consisting of 100 shares of common stock is entitled to 100 votes. A written consent was signed and duly authorized by the voting group consisting of

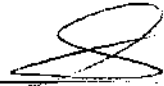
Superpumper 000050

100 votes all for the merger. The number of votes cast for the merger was sufficient for approval by the voting group.

6. The merger shall become effective on September 29, 2010, at 4:00 P.M.

DATED as of this 29th day of September, 2010.

SUPERPUMPER, INC.

By: 

Name: Salvatore Morabito

Title: Vice President

Superpumper 000051

2352

**UNANIMOUS WRITTEN CONSENT
OF THE DIRECTORS AND SHAREHOLDERS OF
CONSOLIDATED WESTERN CORPORATION**

THE UNDERSIGNED, being the directors and shareholders of Consolidated Western Corporation, a Nevada corporation (the "Company"), hereby take the following actions and consent to the adoption of the following resolutions without a meeting, pursuant to the applicable provisions of the Nevada Business Corporations Act:

1. It has been proposed that the Company merge with and into Superpumper, Inc., an Arizona corporation ("SPI"), with SPI being the surviving corporation, pursuant to the Plan of Merger, a copy of which is attached hereto as **Exhibit A** (the "Plan"); and
2. The undersigned are of the opinion that said merger is in the best interests of the Company.

NOW, THEREFORE, be it

RESOLVED, that the directors and the shareholders hereby adopt the Plan; and it is further

RESOLVED, that Consolidated Western Corporation (the "Company") merge, and it hereby does merge, itself into Superpumper, Inc. ("SPI"), in accordance with the terms of the Plan; and it is further

RESOLVED, that the proper officers of the Company be, and they hereby are, authorized and directed to execute and file Articles of Merger with the Nevada Secretary of State in order to effectuate said merger; and it is further

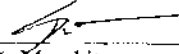
RESOLVED, that each officer of the Company be, and each of them hereby is, authorized and empowered to do or cause to be done all such acts, deeds and things and to make, execute and deliver, or cause to be made, executed or delivered, all such agreements, undertakings, documents, instruments or certificates, in the name and on behalf of the Company otherwise, as he may

Superpumper 000052


deem necessary, advisable or appropriate to effectuate or fulfill the purposes and intent of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned have executed this Consent this 28th day of September, 2010.

DIRECTORS:

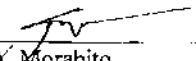


Paul A. Morabito


Edward Bayuk


Salvatore Morabito

SHAREHOLDERS:



Paul A. Morabito

Edward Bayuk


Salvatore Morabito

Superpumper 000053

EXHIBIT A

PLAN OF MERGER

Superpumper 000054

UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
AND
SOLE SHAREHOLDER
OF
SUPERPUMPER, INC.

THE UNDERSIGNED, being the board of directors and the sole shareholder of SUPERPUMPER, INC., an Arizona corporation (the "Company"), hereby take the following actions and consents to the adoption of the following resolutions without a meeting, pursuant to the provisions of the Arizona Business Corporations Law:

1. The Company is lawfully owned solely by Consolidated Western Corporation (the "Parent").

2. The Company desires to merge the Parent into itself, and to possess all of the respective estate, property, rights, privileges and franchises of the Parent, pursuant to the Plan of Merger between the Company and the Parent, a copy of which is attached hereto as **Exhibit A** (the "Plan"), and the board of directors is of the opinion that said merger is in the best interests of the Company.

NOW, THEREFORE, be it

RESOLVED, that the board of directors hereby adopts the Plan; and it is further

RESOLVED, that Superpumper, Inc. (the "Company") merge, and it hereby does merge, said Parent into itself and assumes all of its respective liabilities and obligations, in accordance with the terms of the Plan; and be it further

RESOLVED, that the merger shall become effective upon the date of filing of a Articles of Merger with the Arizona Secretary of State and the filing of such other certificates or articles as are required or

Superpumper 000055

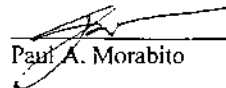
appropriate with the Secretary of State of the jurisdiction of formation of the Parent; and it is further

RESOLVED, that the proper officers of the Company be, and they hereby are, authorized and directed to execute and file the articles of merger with the Arizona Secretary of State and to file such other certificates or articles as are required or appropriate with the Secretary of State of the jurisdiction of formation of the Parent in order to effectuate said merger; and be it further

RESOLVED, that each officer of the Company be, and each of them hereby is, authorized and empowered to do or cause to be done all such acts, deeds and things and to make, execute and deliver, or cause to be made, executed or delivered, all such agreements, undertakings, documents, instruments or certificates, in the name and on behalf of the Company otherwise, as he may deem necessary, advisable or appropriate to effectuate or fulfill the purposes and intent of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned has executed this Consent this 28th day of September, 2010.

BOARD OF DIRECTORS:


Paul A. Morabito

Edward Bayuk

Salvatore Morabito

SHAREHOLDER:

Consolidated Western Corporation

By: 
Salvatore Morabito, Vice President

EXHIBIT A

PLAN OF MERGER

Superpumper 000057



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 1

USE BLACK INK ONLY - DO NOT HIGHLIGHT

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Articles of Merger (Pursuant to NRS Chapter 92A - excluding 92A.200(4b))

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200):

☐ If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article one.

Consolidated Western Corporation

Name of merging entity

Nevada

Jurisdiction

Corporation

Entity type *

Name of merging entity

Jurisdiction

Entity type *

Name of merging entity

Jurisdiction

Entity type *

Name of merging entity

Jurisdiction

Entity type *

and,

Superpumper, Inc.

Name of surviving entity

Arizona

Jurisdiction

Corporation

Entity type *

* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.

Filing Fee: \$350.00

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 1
Revised: 9-20-10

Superpumper 000058

2359



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 2

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- 2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.190):

Attn: Superpumper, Inc.

c/o: 14631 North Scottsdale Road, Suite 125
Scottsdale, Arizona 85254-2711

- 3) Choose one:

- ☒ The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).
- ☐ The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

- 4) Owner's approval (NRS 92A.200) (options a, b or c must be used, as applicable, for each entity):

- ☐ If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from the appropriate section of article four.

(a) Owner's approval was not required from

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, on

Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

Nevada Secretary of State Merger Page 2
Revised: 9-20-00

Superpumper 000059

2360



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 3

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(b) The plan was approved by the required consent of the owners of *:

Consolidated Western Corporation

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or;

Superpumper, Inc.

Name of surviving entity, if applicable

* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 3
Revised: 9-20-10

Superpumper 000060

2361



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 4

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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or,

Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 4
Revised: 9-20-10

Superpumper 000061

2362



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 5

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5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)*:

6) Location of Plan of Merger (check a or b):

☐

(a) The entire plan of merger is attached;

or

☒

(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date (optional)**: September 29, 2010

* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

** A merger takes effect upon filing the articles of merger or upon a later date as specified in the articles, which must not be more than 90 days after the articles are filed (NRS 92A.240)

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 5
Revised: 9-23-10

Superpumper 000062

2363



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 6

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8) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)*

☐ If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article eight.

Consolidated Western Corporation

Name of merging entity

X

Signature

Salvatore Morabito, Vice Pres

Title

09/29/10

Date

Name of merging entity

X

Signature

Title

Date

Name of merging entity

X

Signature

Title

Date

Name of merging entity

X

Signature

Title

Date

and,

Superpumper, Inc.

Name of surviving entity

X

Signature

Salvatore Morabito, Vice Pres

Title

09/29/10

Date

* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 6
Revised: 9-23-10

Superpumper 000063

2364

Exhibit 53

Page intentionally left blank

Exhibit 54

	COMMERCIAL & INDUSTRIAL
Borrower:	Superpumper, Inc.
Group:	Superpumper
Financial Program <input checked="" type="checkbox"/> - Individual Request <input type="checkbox"/>	

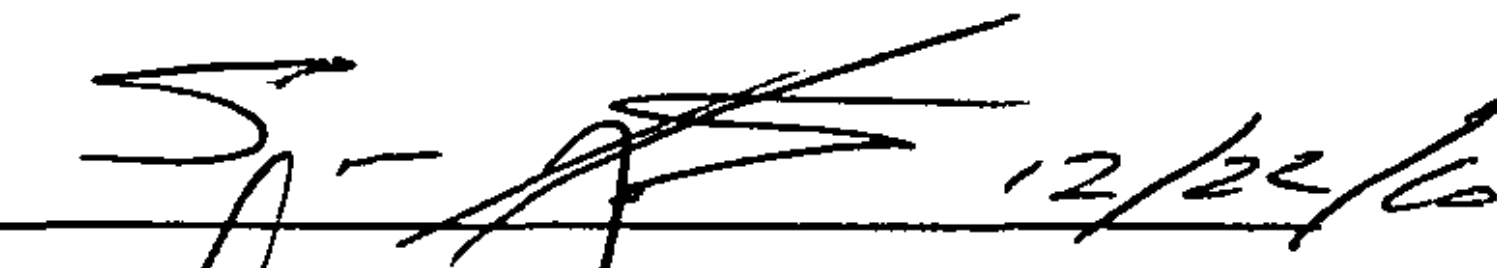
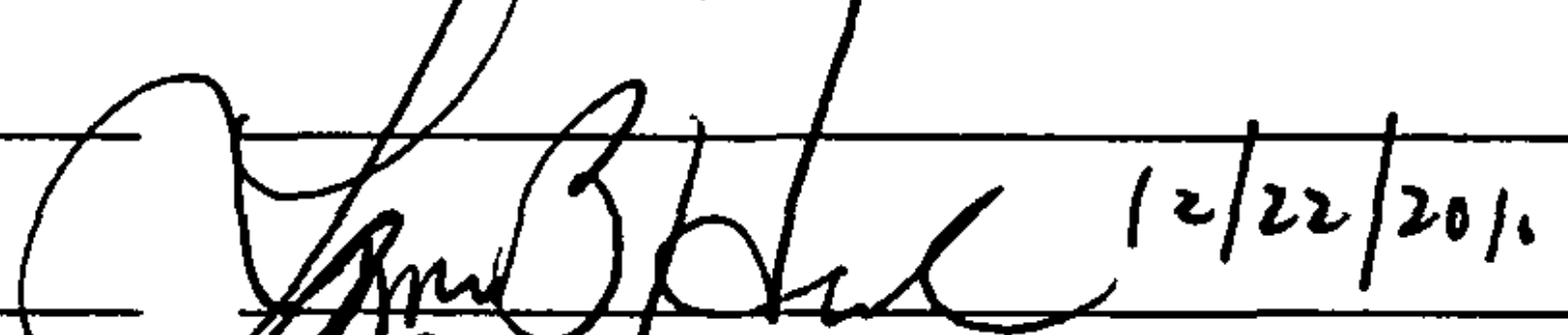
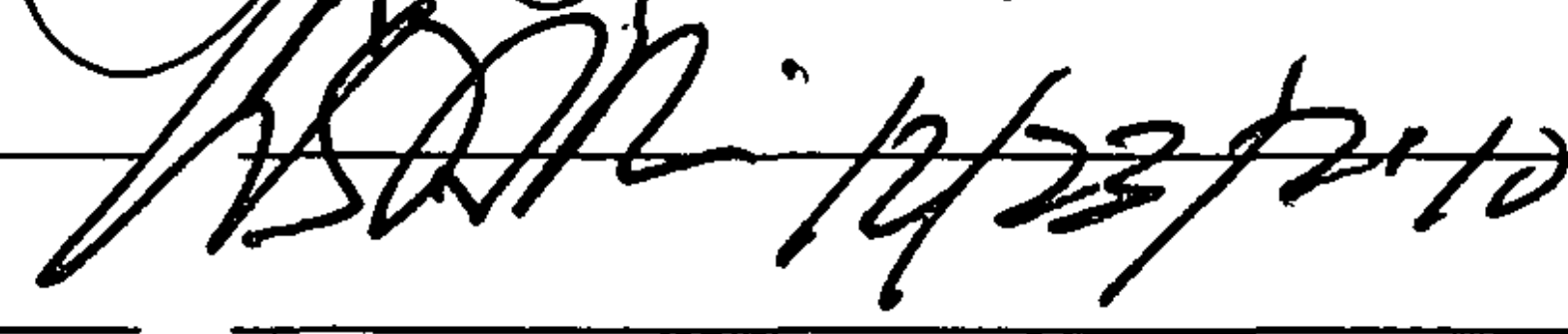
As of date: 09/30/10					
Exchange Rate \$/€	0.0000	Borrower		Group (Aggregate)	
		\$	€	\$	€
Total Authorized		0	0	0	0
Total Committed		5,481,024	0	6,491,294	0
Total Proposed		4,981,024	0	5,991,294	0
* BANK / BUSINESS AREA 1 * BANK / BUSINESS AREA 2 * BANK / BUSINESS AREA 3					

Details on deposits and relationship profitability can be found in the "Compass Banking Relationships" section. Risk rating information can be found in the "Proposed Request" section as well as the "Debt Summary" section.

BBVA COMPASS BANK
Business Unit: Biltmore Commercial Banking
USA

Date: 12/15/10

Prepared by: Shawn Hollenbach
 Relationship Manager: Shawn Hollenbach

	Print Name	Signature and Date
Recommended By:	<u>Shawn Hollenbach</u>	 12/24/10
Concurred By (LOB):	<u>Ken Ehrhardt</u>	 12/22/2010
Concurred By (LOB):	<u>Lynne Herndon</u>	 12/23/2010
Loan Administration:	<u>Craig Hoskin</u>	
Credit Committee:		

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EXHIBITS

DESCRIPTION	Page
FINANCIAL SPREADS-BORROWER	16
FINANCIAL SPREADS-GROUP	#
FINANCIAL POSITION OF GUARANTOR(S)	26
CREDIT ANALYSIS	#
DRR	1
RELATIONSHIP PROFITABILITY MODEL	1
RELATIONSHIP DEVELOPMENT PLAN	#
OTHER	#

	<p>4.04% via an interest rate swap</p> <ul style="list-style-type: none"> Facility #3: Policy Facility #4: Policy
MATURITY:	<ul style="list-style-type: none"> Facility #1: Renewing to 6/04/11 Facility #2: 8/13/13 Facility #3: 8/13/13 Facility #4: Extending to 6/04/11
COLLATERAL:	<p>Collateral consists of a UCC-1 filing on all Business Assets of Superpumper, Inc. All business assets include, but are not limited to, A/R, Inventory, Operating Equipment, etc.</p> <p>Facility #2 is cross-collateralized and cross-defaulted with Facility #1.</p>
PAYMENT STRUCTURE:	<ul style="list-style-type: none"> Facility #1: Monthly interest payments on outstanding principal balance with all outstanding principal and any unpaid interest due at maturity. Facility #2: Monthly principal plus interest payments with all outstanding principal and any unpaid interest due at maturity.
LOAN TO VALUE:	<ul style="list-style-type: none"> 139.58% – lack of collateral mitigated by the liquid net worth of the guarantor(s).
LOAN AGREEMENT:	<ul style="list-style-type: none"> Annual receipt of borrower reviewed financial statements within 90 days of fiscal year-end. Quarterly receipt of interim financial statements within 30 days of quarter-end. Annual receipt of personal financial statement on guarantor(s)
FINANCIAL COVENANTS:	<ul style="list-style-type: none"> Liquidity covenant of \$5.0MM on personal assets of Paul Morabito, tested quarterly via receipt of brokerage/bank statements. Minimum Debt Service Coverage (DSC) ratio of 1.25X ,

	<p>tested quarterly.</p> <ul style="list-style-type: none"> • No distributions to affiliated companies without Bank approval • No additional debt without prior Bank approval
COVENANT VIOLATIONS:	<ul style="list-style-type: none"> • Sale of company without Bank approval • Judgment against guarantor <p>A waiver of these covenant violations is requested with this extension.</p>
GUARANTOR(S):	Paul Morabito
POLICY EXCEPTIONS:	None
DUAL RISK RATING:	<p>POD: 19.6%</p> <p>LGD: 25%</p> <p>EL: 4.90%</p> <p>LOAN GRADE: 11 – Criticized – Substandard</p>
HOLD LIMIT EXCEPTION:	No, there is not a hold limit exception.

1. PROPOSED REQUEST

BORROWER:	Superpumper, Inc.
FACILITIES:	<ul style="list-style-type: none"> Facility #1: \$2,000,000 Revolving Line of Credit (was \$2,500,000) Facility #2: \$2,864,024.08 Term loan Facility #3: \$42,000 IRPP exposure Facility #4: \$75,000 ACH guidance line
FINANCIAL PROGRAM:	<p>Current Financial Program: \$2,864,024 Long Term financial risk without real estate \$1,010,270 Long Term financial risk with real estate \$2,575,000 Short Term financial risk \$42,000 Treasury risk \$6,491,294 Total Financial Program</p> <p>Requested Financial Program: \$2,864,024 Long Term financial risk without real estate \$1,010,270.41 Long Term financial risk with real estate \$2,075,000 Short Term financial risk \$42,000 Treasury risk \$5,991,294 Total Financial Program</p>
PURPOSE:	<ul style="list-style-type: none"> Facility #1: Short-term working capital needs Facility #2: Refinance of acquisition debt Facility #3: Existing SWAP exposure Facility #4: ACH guidance line
RATE & FEES:	<ul style="list-style-type: none"> Facility #1: 30-day LIBOR + 250 bp variable, subject to a floor of 3.5% Facility #2: 30-day LIBOR + 275 bp, intrinsic rate of

LOAN REQ: 0106 COMMITMENT SUMMARY PAGE 0001 OF 0001
BANK: 41 AP: 1 OBGOR: 0010088731 OBGAT: 0000000018 SUPERPUMPER INC
DATE: CHG CODE: INVOICE/ITEM: PAGE:
OBLIGOR : 0010088731 OBLIGAT : 0000000018 SUPERPUMPER INC
EFFECT DATE : 11-05-09 PROC TYPE : 0104 ORIG AMT : 3,000,000.00
MATUR DATE : 11-04-10 OBLN TYPE : 311 UNUSED AMT : 28,885.45
LAST ACTIVE : 12-17-10 CONT OFFR : 41658 TKDWN AMT : 1,971,114.55
----- TAKEDOWN ----- PROC OBLN MATURITY LAST OUTSTANDING
OBLIGOR OBLIGATION TYPE TYPE DATE ACT DATE AMOUNT
0010088731 0000000026 5155 311 11-04-10 12-17-10 1,971,114.55

4-© 1 Sess-1 10.0.251.19 TCP01086 1/12

LOAN REQ: 0105		OBLIGATION SUMMARY		PAGE 0001 OF 0001	
BANK: 41	AP: 1	OBGOR: 0010088731	OBGAT:	SUPERPUMPER INC	
DATE:	CHG CODE:	INVOICE/ITEM:		PAGE:	
SELECT: 1	ACTIVE	(SELECT 1 FOR ACTIVE OBLNS OR 2 FOR ALL OBLNS)			
OBLIGATION	OBLN PROC	MATURITY	----- TAKEDOWN -----	(FUT)	UNUSED AMOUNT
NUMBER	TYPE TYPE	DATE	OBLIGOR	OBLIGATION (CUR)	PRIN OUTSTAND
FUT 0000000018	311 0104	11-04-10			28,885.45
CUR 0000000026	311 5155	11-04-10	0010088731	0000000018	1,971,114.55
CUR 0000000034	511 5151	08-13-13			2,864,024.08
TOTAL FUT UNUSED AMT					28,885.45
TOTAL LMT UNUSED AMT					.00
TOTAL SUB UNUSED AMT					.00
TOTAL CUR PRIN OUTSD					4,835,138.63

4-©	1	Sess-1	10.0.251.19	TCP01086	1/12
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LOAN REQ: 0490 MSG CURRENT FINANCIAL INFO 12/24/10 PAGE 0001 OF 0003
 BANK: 41 AP: 1 OBGOR: 0010088731 OBGAT: 0000000026 SUPERPUMPER INC
 DATE: 122710 CHG CD: INCLUDE ESCROW AMOUNT(Y/N): PAGE:
 ASSN UNIT : 41534 ORG EFF DATE: 11/05/09 OBLIG TYPE: 311
 OFFICER : 41658 MAT DATE : 11/04/10 GUARANTEE : YES
 RISK RATE : 00 LST REN DTE : COLL TYPE : 106 KEY
 EXP STRAT : LST FIN ST : AUTO DEBIT: 2519846880
 STAT CODE : 0 NORM TKDOWN OBGOR: 0010088731 RATE : 3.50000000
 CHGOFF STA: N/A TKDOWN OBGAT: 0000000018 REL PRIME: 01301 + 2.50000
 ***** BALANCE INFO ***** ***** PAYOFF INFO *****
 ORIG LN AMOUNT: 2,145,695.92 PRINCIPAL AMT : 1,971,114.55
 AVAIL CREDIT : .00 INTEREST AMT : 4,390.88
 NET BOOK BAL : 1,971,114.55 LATE FEES : .00
 12 MTH AVG BAL: 2,281,024.15 OTHER FEES : .00
 FEES COLL YTD : .00 ESCROW : .00
 PER DIEM: 191.63614 ==> PAYOFF 12/27/10 : 1,975,505.43
 ***** PAYMENT INFO *****
 TOTAL BILLED: 1,977,038.52 PAYMENT AMOUNT:
 TOTAL PAST DUE: .00 PAYMENT TYPE:
 INT FREQ MONTHLY PD TO: 12/02/10 PRIN FREQ PD TO: 12/04/10
 DUE 01/04/11 : 5,923.97 DUE : 1,971,114.55
 PSTDUE : PSTDUE :

4-© 1 Sess-1 10.0.251.19 TCP01086 1/12

EXECUTIVE SUMMARY

- This request is in regards to a decrease of an existing \$2,500,000 revolving line of credit to \$2,000M for Superpumper, Inc. (SPI) and the entrance into a forbearance agreement through 6/04/11. The decrease is in response to several recent developments in relation to the guarantors of the company. We will also be renewing the existing \$75M ACH guidance line with this request.
- We will be reporting on those recent developments with this ARR. The notes will be paid off either prior to or at maturity and the client will be moving their banking relationship.
- The Relationship Manager for SPI received a call from Mr. Paul Morabito on or around 9/15/10 regarding a judgment that had been rendered against Mr. Morabito personally. The judgment amount was \$85MM. The suit stemmed from a lawsuit filed by Mr. Paul Morabito against the Herbst Companies (HC) re: a sale of assets to HC. The suit filed by Mr. Paul Morabito was for \$19MM; the countersuit was for roughly \$20MM, however, the judge added punitive damages of \$65MM.
- Upon learning of the judgment, Mr. Morabito sold SPI, which was not included in the suit, to two minority shareholders. A business appraisal is still being finalized, final purchase price will be roughly \$10MM. The current SPI shareholders were not involved in the lawsuit or subsequent judgment.
- As such, several covenants were violated, including the sale of the company without bank approval and having a pending negative judgment levied against a guarantor. The company was made aware of this in a letter dated 9/30/10. The loan was also downgraded to a 10 at that time due to the pending judgment.
- Mr. Ken Ehrhardt, Commercial Lending Manager, and Mr. Shawn Hollenbach, Relationship Manager, met with Mr. Sam Morabito on 11/5/10 to discuss a term sheet to renew the line of credit. The term sheet required that the new owners of the company (Mr. Sam Morabito and Mr. Edward Bayuk) secure the line with \$2.0MM in cash collateral to mitigate the collateral shortfall that exists (this shortfall was originally mitigated by the substantial liquidity of Mr. Paul Morabito, which was significantly reduced due to the pending judgment). Messrs. Bayuk and Sam Morabito were not amenable to those terms due to the addition of the cash collateral.
- Subsequently, a demand letter was sent to Superpumper on 12/10/10 requiring payment of the debt by 12/15/10. Mrs. Lynne Herndon, City President, spoke with Mr. Paul Morabito, as well as his attorney and current owner Mr. Sam Morabito, on 12/15/10 in regards to the expiration of the demand letter. Through those negotiations, the Bank agreed to extend the maturity of the line of credit to 6/04/11 to give Superpumper the opportunity to find a new financial institution.
- The recommendation at this time is to extend the RLOC and ACH guidance line to 6/04/11, as well as to enter into a forbearance agreement. This will give the client the chance to find another financial institution without giving up any remedies due to the covenant defaults.

We will not be requiring cash collateral with this renewal, all existing terms will remain in-place. Superpumper has agreed to pay all attorney fees associated with this transaction. The line will be further reduced to \$1.5MM as of 1/3/11 as a condition of this extension.

2. RISK FACTORS – SUMMARY CONCLUSIONS

STRENGTHS	WEAKNESSES	OPPORTUNITIES	THREATS
-----------	------------	---------------	---------

Strengths:

- Company operationally has performed well, DSC has remained strong, revenues and profits are increasing on a year-over-year basis. New owners paid down the line of credit by \$1.3MM upon assuming ownership of the company.

Weaknesses/Mitigants:

- Superpumper does not own any real estate, so collateral consists of receivables and inventory. Inventory consists of c-store merchandise; fuel inventories are secured by Superpumper's Shell distributor. This collateral shortfall is mitigated by the strong liquid net worth of the guarantor, as well as the \$2MM in cash that will be held at BBVA Compass.
- Competition from other stores/brands. Superpumper has been in the market for 40 years; however, the stores do not look 40 years old. The company has done an excellent job of refurbishing their locations to keep them competitive. Superpumper is also now a Shell wholesaler, which allows them to make higher gross margins due to the volume of fuel that they sell. Their contract with Shell runs through April, 2011.
- Ongoing litigation involved with the immediate past owner of the company. This litigation does not involve the company, nor are the new owners' names in the suit. However, due to the nature of the divestiture of the company, there is always a possibility that it could be pulled into the legal proceedings.
- Lack of institutional control on the part of the owners of the company. It is still somewhat unclear as to who is really running the company, negating any desire the Bank may have to further the relationship with Superpumper.

Recommendation:

- Approval of the extension as structured, as well as entering into a forbearance agreement to 6/04/11 on the RLOC.

3. BASIC GROUP INFORMATION

Background					
Group Name:	Superpumper				
Core Business:	Gas station/c-store operator				
Country:	USA				
N° of Employees:	115	Years in business:	40	Years as a customer:	1

Borrower Background

Superpumper was founded in Scottsdale, AZ in 1967 and has been doing business there for the past 40 years. The company is proud to be a recognized nationwide as an innovative leader in the gasoline and convenience store industry. Having pioneered the way in technology and development of state of the art service stations, Superpumper has grown to become a number one volume leader in the state of Arizona.

Superpumper currently operates eleven facilities in Phoenix and Scottsdale. In addition, they are expanding in Phoenix, Glendale, and Scottsdale, with locations in various stages of development and plan approval. Dedicated to providing fast, friendly, and efficient service to every guest who patronizes their stores each day, the company has built their success on the motto..."customer service is our business!".

Shareholders of Group			
Main Shareholders (%)		Net Worth/Market Cap	
Salvatore Morabito	50%	Currency:	USD
Edward Bayuk	50%	Amount :	\$24,600M
	%	Date:	09/30/10
	%		

4. FINANCIAL ANALYSIS-BORROWER

Borrower: Superpumper, Inc.

Group: Superpumper

Consolidated: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Auditor: Gursey Schneider LLP
Unqualified: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Currency: USD

CPA-audited statements for the fiscal years ending 12/31/06, 12/31/07, 12/31/08, and 12/31/09 are presented on the attached spreadsheets. Internally prepared statements as of 9/30/10 are also included.

Audited statements are prepared by Gursey Schneider, LLP. Superpumper, Inc. is a Qualified Subchapter S subsidiary of CoWestCo for tax purposes.

FINANCIAL ANALYSIS

Balance Sheet Analysis:

- **Liquidity:** Superpumper has never reported a large working capital position at year-end; much of it is funded through their existing line of credit. Working capital as of 12/31/09 was (\$2,528M) compared to (\$1,355M) at 12/31/08. This is mitigated by the roughly \$7.5MM in liquidity shown on Messrs. Morabito and Bayuk's personal balance sheets. The guarantors have the ability to inject capital directly into the company if necessary and have already injected \$1.3MM via a pay down of the RLOC since acquiring the company in late September.
- **Liability structure:** Total liabilities at 12/31/09 were \$5,055M vs. \$3,385M at 12/31/08. This increase was mainly due to draws on the RLOC. Liabilities at 12/31/09 consisted of:
 - Short-term loans payable (RLOC) - \$2,270M
 - CPLTD - \$24M
 - Accounts payable - \$1,501M
 - Other accruals - \$1,168M
 - Long-term debt - \$92M
- **Asset structure:** Total assets at 12/31/09 were \$13,470M vs. \$11,166M at 12/31/08. This increase was mainly due to an increase in shareholder receivables. Assets at 12/31/09 consisted of:
 - Cash - \$930M
 - Accounts receivable - \$158M
 - Inventories - \$1,347M
 - Equipment (net) - \$1,610M
 - Notes receivable shareholder - \$7,648M
 - This N/R consisted of funds invested in Big Wheel, LLC, a truck stop in Fernley, NV. The truck stop was to be consolidated into Superpumper by Mr. Paul Morabito; however, due to the pending litigation Mr. P. Morabito is involved in, this consolidation will likely not occur.
 - Prepaids - \$135M
 - Prepaids consist of insurance premiums paid annually and rent on the office lease and one of the gas station sites (Greenway).
 - Non-operating LT assets - \$124M
 - Intangibles - \$1,482M
- **Capital:** Tangible Net Worth (TNW) increased from \$7,781M at 12/31/08 to \$8,415M at 12/31/09 due to retention of profits.

- Total debt to tangible net worth was 0.73:1 at 12/31/09, a slight increase compared to the 0.54:1 reported at 12/31/08. As of 12/31/09, funded debt/EBITDA was 2.49X.

Operating Performance:

- Revenues dropped substantially on a year-over-year basis, going from \$93,692M at 12/31/08 to \$70,228M at 12/31/09 (25% decline). This decrease in revenues can be directly attributed to the economic environment in 2009; both fuel sales and in-store purchases decreased over the same period, resulting in the decrease. The stores all noticed the drop in construction in the Valley, which not only translates to a lack of fuel sales, but also a lack of sales in the c-stores themselves due to fewer construction workers stopping either before or after work for food, drinks, etc.
- According to the company, gallons pumped are down 20% year-over-year. However, c-store sales are flat. The company is watching costs closely, cutting where they can, and maintaining their margins. In speaking with the Controller, Mr. Don Whitehead, most of the stations are relatively inelastic as far as price as a function of gallons pumped is concerned. They are considering lowering prices, but really don't think that they will see a net positive impact with more gallons being pumped. The company has been experiencing record sales weekends in-terms of gallons pumped, and have been told by Budweiser that they are one of the few operators that deal with Budweiser who have not seen a dropoff in beer sales.
- Over the same period, FYE '08 to FYE '09, gross profit decreased from \$13,445 (14%) to \$12,590M (18%). Gross profit margins, however, actually increased due to higher GPM/gallon on fuel; Superpumper reported GPM/gallon of \$0.33 of gasoline and \$0.55/gallon of diesel in 2009 compared to \$0.30/gallon of gasoline and \$0.45/gallon of diesel in '08. Mr. Morabito feels like his station locations allow the company to command higher prices, thus adding directly to the GPM/gallon.
- Net profit decreased to \$1,331M at FYE '09 compared to \$1,458M at FYE '08, due mainly to decreased revenues.
 - SG&A expenses remained stable on a year-over-year basis. The company did an excellent job of controlling costs and running lean in '09 and will continue to do so on an ongoing basis.
- Debt service coverage (DSC) has increased to 1.41X at 12/31/09 compared to 0.75X at 12/31/08. The company has decreased the annual distributions to shareholders, resulting in a stronger DSC ratio. It will continue to monitor these distributions going forward so that the company remains in a positive cash flow position.

Interim Analysis:

- As of 9/30/10, Superpumper reported total assets of \$14,654M. These assets consisted of cash of \$786M, A/R of \$216M, inventory of \$1,254M, net fixed assets of \$1,522M, N/R affiliates iao \$9,155M, prepaids iao \$240M, and intangibles of \$1,482M. Liabilities of \$4,552M consisted of the BBVA Compass RLOC at \$1,226M, A/P of \$1,555M, and accruals of \$1,150M, other current

liabilities of \$505M, and LTD of \$116M. As a result, a net worth of \$10,102M was reported. Total debt to TNW was 0.53:1 at 9/30/10.

- As of 9/30/10, Superpumer reported total revenues of \$58,063M. The company reported a gross profit of \$8,871M (15%). A net profit of \$1,270M (2%) was reported for the same period. The company was able to hold SG&A expenses to \$8,606M (15%), which, on a margin basis, is back in-line with '07 and '08 FYE. DSC as of 9/30/10 was 1.25X (including distributions). This DSC is due to quarterly distributions to the previous owner. If these discretionary distributions are removed from the debt service coverage analysis, the resulting DSC is 2.81X as of 9/30/10.
- With the reduction of the line of credit, funded debt to EBITDA is projected to be 2.90X on a trailing 12 month basis.

CASH FLOW ANALYSIS (-000's)

	<u>12/31/2007</u>		<u>12/31/2008</u>		<u>12/31/2009</u>		<u>9/30/2010</u>	
Revenues	\$100,485		\$93,692	-7%	\$70,228	-25%	\$58,063	
Gross Profit	\$15,034	15%	\$13,445	14%	\$12,590	18%	\$8,871	15%
Net Income	\$4,333	4%	\$1,626	2%	\$1,583	2%	\$1,270	2%
Plus: Depreciation	\$240		\$331		\$372		\$285	
Plus: Interest	\$158		\$67		\$78		\$67	
Less: 40% Tax Provision	\$0		\$0		\$0		\$0	
Plus/Minus Other*	<u>(\$3,033)</u>		<u>(\$1,450)</u>		<u>(\$950)</u>		<u>(\$900)</u>	
Cash Available for Debt Service	\$1,698		\$574		\$1,083		\$722	
<u>Projected Debt Service**</u>	\$770		\$770		\$770		\$578	
<u>Net Cash After Debt Service</u>	<u>\$928</u>		<u>(\$196)</u>		<u>\$313</u>		<u>\$145</u>	
Debt Service Coverage	2.21		0.75		1.41		1.25	

** Projected Debt Service is Comprised of (Rounded):

Facility #1, \$2,000 RLOC, L+300 bp (3.25%), 4.0% floor, interest only	\$80M
Facility #2, \$3.0MM 3-yr term/5-yr amort loan, 4.04%, principal plus interest monthly	\$664M
Facility #3, \$116M 5-yr term/amort loan, 5% (est), principal & interest monthly	\$26M
Total Payments	\$770M

* Other add Back(s)/Deduction(s) Comprised of:

- Distributions to Mr. Paul Morabito
- 2007 – One-time gain on lease termination (\$1,141M)
- Financial covenant compliance:
 - Debt Service Coverage – Minimum Debt Service Coverage (DSC) of 1.25X, tested quarterly. Superpumer reported a DSC of 1.25X at 9/30/10 compared to 1.41X at 12/31/09. On an annualized basis, projected DSC should be above the threshold 1.25X

covenant. If discretionary distributions were removed from the analysis above, DSC at 9/30/10 would be 2.81X.

- The company added \$3.0MM in debt as of 8/13/10. If that debt is not applied historically, DSC improves to 21.23X, 7.18X, and 13.54X at each FYE, respectively, including distributions.

5. COLLATERAL INFORMATION

Description	UCC-1, all business assets, including A/R, inventory, fixed equipment
Value	\$2,991,417
Basis of Value	9/30/10 financial statements
Prior Liens	N/A
Maximum Loan to Value	75%

- The proposed facilities will be secured by a UCC-1 filing on all business assets of Superpumper, Inc. Collateral valuation is centered on accounts receivable, inventory, and net fixed assets.

COLLATERAL EVALUATION:

<u>Description</u>	<u>Book Value</u>	<u>Factor</u>	<u>Liquidated Value</u>
Accounts Receivable	\$215,998	75%	\$161,999
Inventory	\$1,253,837	50%	\$626,919
Fixed Assets (net)	\$1,521,582	50%	\$760,791
Cash	\$2,000,000	100%	\$2,000,000
Total Collateral Available			\$3,549,708
Debt: Line # 1**:			(\$2,000,000)
Debt: Loan # 2:			(\$2,954,716)
Net Formula Position			(\$1,405,008)
Collateral Coverage:			0.72
LTV%:			139.58%

- Collateral Analysis:
 - Inventory analysis consists of grocery and general merchandise in the c-stores, as well as fuel inventory.
 - Intangibles are not included in the Collateral Evaluation (included as fixed assets in company prepared financial statements).

6. DUAL RISK RATING (DRR)

Previous Risk Rating: 10

Proposed Risk Rating: 11

Probability of Default: 19.6%

- The borrower has a stable and predictable earnings stream that provides adequate debt service coverage.
- Annual financial statements are audited and provide in-depth insight in to the performance of the borrower.

Loss Given Default: 25%

- Line is secured with a UCC-1 filing on all business assets, as well as substantial guarantor strength/support.

Overall Assessment: Grade 11– Criticized – Substandard

- A risk score of 11 is considered accurate based on the increased business/management risk, lack of adequate collateral value, and lack of liquidity on the part of the guarantor due to the pending judgment.

7. FINANCIAL POSITION OF GUARANTOR(S)

Consolidated: YES <input type="checkbox"/> NO <input type="checkbox"/>	Auditor:
Unqualified: YES <input type="checkbox"/> NO <input type="checkbox"/>	Currency:

GUARANTOR(S) INFORMATION (-\$000's)

NAME	CREDIT SCORE	LIQUID ASSETS	TOTAL ASSETS	TOTAL LIAB.	NET WORTH	CONT. LIAB.
Paul Morabito	718	\$17,050	\$96,042	\$12,434	\$83,608	\$85,000

- Paul A. Morabito's personal financial statement (PFS) dated 5/30/10 reported total assets of \$96,042M compared to total liabilities of \$12,434M. Assets consisted primarily of cash (\$17,050M), a primary residence in Reno, NV (\$3,500M), a vacation home and a guest home in Laguna Beach, CA (\$6,250M), a vacation home in Palm Springs, CA (\$850M), personal items (\$4,750M), investment/ownership in companies (\$58,829M), other real estate (\$4,761M), and automobiles (\$52M).

Liabilities consisted of mortgages on residential real estate (\$2,119M), personal lines of credit (\$1,545M), and a mortgage on his office in Laguna Beach (\$720M), a mortgage on other investment real estate (\$550M), and contingent liabilities (guaranties) of \$7,500M. As a result, a net worth of \$83,608M as reported.

- A credit report dated 10/29/09 reported an Experian/Fair Isaac score of 718. There were no public records, past due, or currently delinquent/derogatory accounts reported.
- Paul Morabito is currently involved in a lawsuit regarding the previous sale of another company the owned. A ruling has been handed down, but a judgment has yet to be released. The Bank is going to keep Paul as a guarantor on this relationship until the maturity of the line.

8. DEBT SUMMARY

Existing BBVA Compass debt

Loan 1

Borrower Name	Amount Outstanding	Unfunded Commitment	Loan to Value	Pricing	Origination Date	Loan Maturity	Loan Grade
Superpumper, Inc.	\$1,971,114	\$28,886	N/A	L+250, 3.5% floor	11/04/10	6/04/11	11

- Revolving working capital line of credit.

Loan 2

Borrower Name	Amount Outstanding	Unfunded Commitment	Loan to Value	Pricing	Origination Date	Loan Maturity	Loan Grade
Superpumper, Inc.	\$0	\$75,000	N/A	N/A	11/04/10	6/04/11	11

- ACH guidance line.

Loan 3

Borrower Name	Amount Outstanding	Unfunded Commitment	Loan to Value	Pricing	Origination Date	Loan Maturity	Loan Grade
Superpumper, Inc.	\$2,864,024	\$0	N/A	4.04% via IRPP	8/13/10	8/13/13	11

- Facility consists of a 3-year note with a 5-year amortization and was used for debt consolidation. Interest rate was fixed via an interest rate swap.

Loan 4

Borrower Name	Amount Outstanding	Unfunded Commitment	Loan to Value	Pricing	Origination Date	Loan Maturity	Loan Grade
Superpumper Properties, LLC	\$1,010,270	\$0	60%	L+300, 4% floor	3/09/10	3/09/13	11

- Facility consists of a 3-year note with a 15-year amortization on investment properties located in Nevada. The properties contain card lock fueling stations operated by Western Energetix, LLC.

9. EXPOSURE LIMITS-GROUP

	EXISTING LIMITS/COMMITMENTS			PROPOSED LIMIT		
	AUTHOR. LIMIT.	COMM. AMT.	% SHARE	AMT.	% SHARE	CHNG.
FINANCIAL RISK L/T w/o Real Estate Guaranties (Loans with maturity >= 1 yr)	\$2,864,024	\$2,864,024	100	\$2,864,024	100	\$0
FINANCIAL RISK L/T w/ Real Estate Guaranties (Loans with maturity >= 1 yr)	\$1,010,270	\$1,010,270	100	\$1,010,270	100	\$0
FINANCIAL RISK S/T (Loans with maturity < 1 yr)	\$2,500,000	\$2,500,000	100	\$2,000,000	100	(\$500,000)
GUARANTY RISK (Letters of Credit)	\$75,000	\$75,000	100	\$75,000	100	\$0
Treasury Risk (Derivatives)	\$42,000	\$42,000	100	\$42,000	100	\$0
TOTAL RISK	\$6,491,294	\$6,491,294	100	\$5,991,294	100	(\$500,000)

RISK STRATEGY: Exit

- Due to the external pressures on the company in-terms of a recent lawsuit that was lost by the immediate past owner and guarantor, Mr. Paul Morabito, as well as some change-in-ownership questions, we are recommending that BBVA Compass exit this relationship either prior to or at the maturity of the RLOC.

PREVIOUS LIMITS AUTHORIZED BY:	C. Hoskin
NEXT RISK REVIEW:	180 days
REASON FOR NEXT REVIEW:	Note maturity

Statement Date	12/31/2006	12/31/2007	12/31/2008	12/31/2009	9/30/2010
Months Covered	8	12	12	12	9
Audit Mthd	Qualified	Qualified	Unqualif'd	Unqualif'd	Co.Prepared
Accountant	Bernstein	Gursey	Gursey	Gursey	
Analyst	Gervais	Gervais	Gervais	Wiginton	McNeese
Stmt Type	Annual	Annual	Annual	Annual	FY-To-Date

Source Currency: USD United States Dollars Target Currency: USD United States Dollars

CURRENT ASSETS

Cash	125	0.2	1,139	10.5	507	4.5	930	6.9	786	5.4
Accts/Notes Rec-Trade	1,248	2.3	386	3.6	234	2.1	158	1.2	216	1.5
Inventories	1,701	3.2	1,818	16.7	1,289	11.5	1,347	10.0	1,254	8.6
TOTAL CURRENT ASSETS	3,074	5.8	3,343	30.8	2,030	18.2	2,435	18.1	2,256	15.4

NON-CURRENT ASSETS

Equipment	1,368	2.6	1,582	14.6	1,579	14.1	1,818	13.5	1,950	13.3
Computers	-	-	265	2.4	301	2.7	301	2.2	330	2.3
Building & LHI	137	0.3	360	3.3	509	4.6	524	3.9	553	3.8
Transportation Equipment	-	-	35	0.3	35	0.3	35	0.3	35	0.2
Capital Leases	46,000	86.2	-	-	-	-	-	-	-	-
Gross Fixed Assets	47,505	89.1	2,242	20.7	2,424	21.7	2,678	19.9	2,868	19.6
Accumulated Deprec (-)	1,877	3.5	365	3.4	696	6.2	1,068	7.9	1,347	9.2
Total Fixed Assets - Net	45,628	85.6	1,877	17.3	1,728	15.5	1,610	12.0	1,521	10.4
Investment in Subsidiaries	23	-	-	-	-	-	-	-	-	-
Notes Rec-Rel Shareholder	2,135	4.0	3,680	33.9	5,379	48.2	7,684	57.0	9,155	62.5
Notes Rec-PAMAZ	649	1.2	279	2.6	339	3.0	-	-	-	-
Prepays/Deferreds - LTP	343	0.6	77	0.7	91	0.8	135	1.0	240	1.6
Non-Op Non-Cur Assets	-	-	117	1.1	117	1.0	124	0.9	-	-
Intangibles	1,482	2.8	1,482	13.7	1,482	13.3	1,482	11.0	1,482	10.1
TOTAL NON-CURRENT ASSETS	50,260	94.2	7,512	69.2	9,136	81.8	11,035	81.9	12,398	84.6
TOTAL ASSETS	53,334	100.0	10,855	100.0	11,166	100.0	13,470	100.0	14,654	100.0

CURRENT LIABILITIES

ST Loans Payable-Bank	-	-	435	4.0	1,535	13.7	2,270	16.9	-	-
CPLTD-Bank	1,463	2.7	-	-	-	-	24	0.2	1,226	8.4
Accounts Payable-Trade	2,051	3.8	2,137	19.7	949	8.5	1,501	11.1	1,555	10.6
Other Accruals	362	0.7	678	6.2	901	8.1	1,168	8.7	1,654	11.3
TOTAL CURRENT LIABILITIES	3,876	7.3	3,250	29.9	3,385	30.3	4,963	36.8	4,435	30.3

NON-CURRENT LIABILITIES

Long Term Debt-Bank	44,294	83.1	-	-	-	-	92	0.7	116	0.8
TOTAL NON-CURRENT LIABILITIES	44,294	83.1	-	-	-	-	92	0.7	116	0.8
TOTAL LIABILITIES	48,170	90.3	3,250	29.9	3,385	30.3	5,055	37.5	4,551	31.1

NET WORTH

Common Stock	10	-	10	0.1	10	0.1	10	0.1	10	0.1
Paid In Capital	4,285	8.0	4,285	39.5	4,285	38.4	4,285	31.8	5,603	38.2
Retained Earnings	869	1.6	3,310	30.5	3,486	31.2	4,120	30.6	4,490	30.6
TOTAL NET WORTH	5,164	9.7	7,605	70.1	7,781	69.7	8,415	62.5	10,103	68.9
TOTAL LIABILITIES & NET WORTH	53,334	100.0	10,855	100.0	11,166	100.0	13,470	100.0	14,654	100.0

Working Capital	(802)	(1.5)	93	0.9	(1,355)	(12.1)	(2,528)	(18.8)	(2,179)	(14.9)
Tang Net Worth-Actual	3,682	6.9	6,123	56.4	6,299	56.4	6,933	51.5	8,621	58.8

Notes:

1. Customer

On 4/24/06, PAMAZ purchased the real estate of Superpumper, Inc., then sold the real estate to a finance company, who then leased the real estate back to Superpumper, Inc. (the Reorganized Company). The 12/31/06 through 12/31/09 year-end financial statements represented the operations of Superpumper, Inc. (the Reorganized Company).

Statement Date	12/31/2006	12/31/2007	12/31/2008	12/31/2009	9/30/2010
Months Covered	8	12	12	12	9
Audit Mthd	Qualified	Qualified	Unqualif'd	Unqualif'd	Co.Prep'd
Accountant	Bernstein	Gursey	Gursey	Gursey	
Analyst	Gervais	Gervais	Gervais	Wiginton	McNeese
Stmt Type	Annual	Annual	Annual	Annual	FY-To-Date
Source Currency: USD United States Dollars Target Currency: USD United States Dollars					
Sales/Revenues	65,499	100.0	-	-	-
Fuel	-	-	82,044	81.6	77,123
Grocery & Other	-	-	18,441	18.4	16,569
NET SALES/REVENUE	65,499	100.0	100,485	100.0	93,692
Cost of Sales/Revenues	56,378	86.1	-	-	-
Cost of Fuel	-	-	73,806	73.4	69,829
Cost of Grocery & Other	-	-	11,645	11.6	10,418
TOTAL COST OF SALES/REV	56,378	86.1	85,451	85.0	80,247
GROSS PROFIT	9,121	13.9	15,034	15.0	13,445
Other Operating Income (+)	978	1.5	-	-	-
General & Admin Expense	5,518	8.4	6,738	6.7	7,007
Lease/Rent Expense	271	0.4	4,952	4.9	4,649
Depreciation	1,878	2.9	240	0.2	331
TOTAL OPERATING EXPENSE	7,667	11.7	11,930	11.9	11,987
NET OPERATING PROFIT	2,432	3.7	3,104	3.1	1,458
Interest Expense (-)	1,912	2.9	158	0.2	67
Interest Income	78	0.1	246	0.2	235
Total Interest Inc(Exp)	(1,834)	(2.8)	88	0.1	168
Gain-Lease Termination	-	-	1,141	1.1	-
TOTAL OTHER INCOME(EXP)	(1,834)	(2.8)	1,229	1.2	168
NET PROFIT	598	0.9	4,333	4.3	1,626
EBIT	2,510	3.8	4,491	4.5	1,693
EBITDA	4,388	6.7	4,731	4.7	2,024
EBIDA	4,388	6.7	4,731	4.7	2,024
Distributions	-	(1,892)	(1,450)	(950)	(900)

Notes:

1. Customer

On 4/24/06, PAMAZ purchased the real estate of Superpumper, Inc., then sold the real estate to a finance company, who then leased the real estate back to Superpumper, Inc. (the Reorganized Company). The 12/31/06 through 12/31/09 year-end financial statements represented the operations of Superpumper, Inc. (the Reorganized Company).

Statement Date	12/31/2006	12/31/2007	12/31/2008	12/31/2009	9/30/2010
Months Covered	8	12	12	12	9
Analyst	Gervais	Gervais	Gervais	Wiginton	McNeese
Stmt Type	Annual	Annual	Annual	Annual	FY-To-Date

Reconciliation of Retained Earnings

BEGINNING RETAINED EARNINGS	869	3,310	3,486	4,120
Net Profit	4,333	1,626	1,583	1,270
Div and Withdrawals-Cash	(1,892)	(1,450)	(950)	(900)
Unexplained Adj to RE	-	-	1	-
ENDING RETAINED EARNINGS	3,310	3,486	4,120	4,490

Reconciliation of Net Worth

BEGINNING NET WORTH	5,164	7,605	7,781	8,415
Net Profit	4,333	1,626	1,583	1,270
Div and Withdrawals-Cash	(1,892)	(1,450)	(950)	(900)
Adjs to Ret Earnings (Above)	-	-	1	-
Increase(Decrease) in:				
Stock & Paid in Capital	-	-	-	1,318
ACTUAL ENDING NET WORTH	7,605	7,781	8,415	10,103
INCR(DECR) IN NET WORTH	2,441	176	634	1,688

Reconciliation of Working Capital

BEGINNING WORKING CAPITAL	(802)	93	(1,355)	(2,528)
Decrease(Increase) in Non-Current Assets:				
Total Fixed Assets-Net	43,751	149	118	89
Investments	(1,152)	(1,759)	(1,966)	(1,471)
Op Non-Current Assets	266	(14)	(44)	(105)
Non-Op Non-Curr Assets	(117)	-	(7)	124
Increase(Decrease) in Non-Current Liabilities:				
Long Term Debt	(44,294)	-	92	24
Increase(Decrease) in Net Worth	2,441	176	634	1,688
ENDING WORKING CAPITAL	93	(1,355)	(2,528)	(2,179)

Statement Date	12/31/2006	12/31/2007	12/31/2008	12/31/2009	9/30/2010
Months Covered	8	12	12	12	9
Analyst	Gervais	Gervais	Gervais	Wiginton	McNeese
Stmt Type	Annual	Annual	Annual	Annual	FY-To-Date
Net Sales		100,485	93,692	70,228	58,510
Chg in Accts/Notes Rec-Trade(Net)		862	152	76	(58)
Cash Collected From Sales		101,347	93,844	70,304	58,452
Cost of Sales/Revenues		(85,451)	(80,247)	(57,638)	(49,192)
Chg in Inventories		(117)	529	(58)	93
Chg in Accts Payable-Trade		86	(1,188)	552	54
Cash Paid To Suppliers		(85,482)	(80,906)	(57,144)	(49,045)
CASH FROM TRADING ACTIVITIES		15,865	12,938	13,160	9,407
S,G&A Expense(Less Non-Cash Exp)		(11,690)	(11,656)	(10,887)	(8,154)
Chg in Prepaids/Deferreds		266	(14)	(44)	(105)
Chg in Accruals & Other Pay		316	223	267	486
Cash Paid for Operating Costs		(11,108)	(11,447)	(10,664)	(7,773)
CASH AFTER OPERATIONS		4,757	1,491	2,496	1,634
Other Income (Expense)		246	235	330	558
Other Income (Expense) & Taxes Paid		246	235	330	558
NET CASH AFTER OPERATIONS		5,003	1,726	2,826	2,192
Interest Expense		(158)	(67)	(78)	(67)
Dividends - Paid in Cash		(1,892)	(1,450)	(950)	(900)
Cash Paid for Dividends & Interest		(2,050)	(1,517)	(1,028)	(967)
NET CASH INCOME		2,953	209	1,798	1,225
Current Portion Long Term Debt		(1,463)	-	-	(18)
CASH AFTER DEBT AMORTIZATION		1,490	209	1,798	1,207
Chg in Net Fixed Assets		44,652	(182)	(254)	(296)
Chg in Investments		(1,269)	(1,759)	(1,973)	(1,347)
Cash Paid for Plant and Investments		43,383	(1,941)	(2,227)	(1,643)
FINANCING SURPLUS (REQMNTS)		44,873	(1,732)	(429)	(436)
Chg in ST Loans/Other Payables		435	1,100	735	(2,270)
Chg in LT & Sub Debt		(44,294)	-	116	1,244
Chg in Capital		-	-	1	1,318
Total External Financing		(43,859)	1,100	852	292
CASH AFTER FINANCING		1,014	(632)	423	(144)
Add:Beginning Cash & Equivalents		125	1,139	507	930
ENDING CASH & EQUIVALENTS		1,139	507	930	786

Statement Date	12/31/2006	12/31/2007	12/31/2008	12/31/2009	9/30/2010
Months Covered	8	12	12	12	9
Analyst	Gervais	Gervais	Gervais	Wiginton	McNeese
Stmt Type	Annual	Annual	Annual	Annual	FY-To-Date
LIQUIDITY					
Working Capital	(802)	93	(1,355)	(2,528)	(2,179)
Quick Ratio	0.35	0.47	0.22	0.22	0.23
Current Ratio	0.79	1.03	0.60	0.49	0.51
Net Sales/Working Capital	(122.50)	1,080.48	(69.15)	(27.78)	(35.80)
LEVERAGE					
Net Worth-Actual	5,164	7,605	7,781	8,415	10,103
Tang Net Worth-Actual	3,682	6,123	6,299	6,933	8,621
Eff Tang Net Worth-Actual	3,682	6,123	6,299	6,933	8,621
Debt/Worth	9.33	0.43	0.44	0.60	0.45
Debt/Tang Worth	13.08	0.53	0.54	0.73	0.53
Debt Less Sub Debt-Liability/Eff Tg Wth	13.08	0.53	0.54	0.73	0.53
Borrowed Funds/Eff Tg Worth	12.43	0.07	0.24	0.34	0.16
LT Debt/Net Fixed Assets	1.00	-	-	0.07	0.88
Total Liabilities/Total Assets	0.90	0.30	0.30	0.38	0.31
COVERAGE					
Interest Coverage	1.31	28.42	25.27	21.29	19.96
Net Income+Depr+Amort-Divs/CPLTD	2.54	N/A	N/A	41.88	0.82
UCA Cash Flow Coverage		2.44	1.14	2.69	1.16
UCA Cash Flow/CPLTD pp		1.42	1.14	2.75	2.23
EBITDA/Interest Exp+CPLTD	1.52	29.94	30.21	19.93	1.75
EBITDA/Interest Exp+CPLTD pp		2.92	30.21	26.06	20.26
EBITDA	4,388	4,731	2,024	2,033	1,722
EBIDA	4,388	4,731	2,024	2,033	1,722
PROFITABILITY (%)					
Return on Assets	1.68	39.92	14.56	11.75	11.56
Return on Equity	17.37	56.98	20.90	18.81	16.76
Gross Margin	13.93	14.96	14.35	17.93	15.93
Net Margin	0.91	4.31	1.74	2.25	2.17
ACTIVITY					
Net Accounts Receivable Days	4.64	1.40	0.91	0.82	1.01
Inventory Days on Hand	7.34	7.77	5.86	8.53	6.98
Accounts Payable Days	8.85	9.13	4.32	9.51	8.65
Net Sales/Total Assets	1.84	9.26	8.39	5.21	5.32
Net Sales/Net Worth	19.03	13.21	12.04	8.35	7.72
Net Sales/Net Fixed Assets	2.15	53.53	54.22	43.62	51.29
Profit Before Taxes/Total Assets (%)	1.68	39.92	14.56	11.75	11.56
GROWTH (%)					
Total Assets Growth		(79.65)	2.87	20.63	8.79
Total Liabilities Growth		(93.25)	4.15	49.34	(9.97)
Net Worth Growth		47.27	2.31	8.15	20.06
Net Sales Growth		2.28	(6.76)	(25.04)	11.09
Operating Profit Growth		(14.91)	(53.03)	(8.71)	(21.96)
Net Profit Growth		383.05	(62.47)	(2.64)	6.97

Based on unqualified financial data for fiscal year 2009.

For comparative purposes, the analysis of this company uses the 2009 data for the industry code 447110. Gasoline stations with convenience stores, sorted by sales size in the 25+ Million range. The peer group consists of 461 companies.

BALANCE SHEET DATA	Cust Value	Peer Value	Variance
Cash & Equivalents	6.9	12.2	(5.3)
Trade Receivables - (net)	1.2	10.9	(9.7)
Inventory	10.0	13.4	(3.4)
All Other Current Assets	-	2.6	(2.6)
Total Current Assets	18.1	39.1	(21.0)
Fixed Assets (net)	12.0	49.6	(37.6)
Intangibles	11.0	4.1	6.9
All Other Non-Current Assets	59.0	7.2	51.8
Total Non-Current Assets	81.9	60.9	21.0
Notes Payable-Short Term	16.9	4.3	12.6
Current Maturities-L/T/D	0.2	3.6	(3.4)
Trade Payables	11.1	20.0	(8.9)
Income Taxes Payable	-	0.2	(0.2)
All Other Current Liabilities	8.7	8.1	0.6
Total Current Liabilities	36.8	36.2	0.6
Long Term Debt	0.7	27.8	(27.1)
Deferred Taxes	-	0.6	(0.6)
All Other Non-Current Liabilities	-	3.7	(3.7)
Total Non-Current Liabilities	0.7	32.1	(31.4)
Net Worth	62.5	31.7	30.8

INCOME DATA

Gross Profit (%)	17.9	9.7	8.2
Operating Expenses (%)	16.0	8.8	7.2
Operating Profit (%)	1.9	0.8	1.1
All Other Expenses (net)	0.4	(0.1)	0.5
Profit Before Taxes (%)	2.3	0.9	1.4

RATIOS	Cust Value	Peer Value	Variance
Current Ratio			
Upper	0.5	1.5	(1.0)
Median		1.0	(0.5)
Lower		0.7	(0.2)
Quick Ratio			
Upper	0.2	0.9	(0.7)
Median		0.5	(0.3)
Lower		0.3	(0.1)
A/R Days Turnover			
Upper	1	1	
Median		3	(2)
Lower		5	(4)
Inventory Days			
Upper	9	3	6
Median		5	4
Lower		8	1
A/P Days Turnover			
Upper	10	5	5
Median		8	2
Lower		12	(2)
Sales/Working Capital			
Upper	(27.8)	71.4	N/A
Median		999.8	N/A
Lower		(91.6)	N/A
Interest Coverage			
Upper	21.3	7.0	14.3
Median		3.3	18.0

Lower		1.6	19.7
Net Income+Depr+Amort-Divs/CPLTD			
Upper	41.9	4.8	37.1
Median		2.6	39.3
Lower		1.3	40.6
Net Fixed Asset/TNW			
Upper	0.2	1.0	(0.8)
Median		1.9	(1.7)
Lower		4.0	(3.8)
Debt/Tang Net Worth			
Upper	0.7	1.3	(0.6)
Median		2.8	(2.1)
Lower		6.2	(5.5)
% Profit B4 Taxes/TNW			
Upper	22.8	45.4	(22.6)
Median		23.6	(0.8)
Lower		8.6	14.2
% Profit B4 Taxes/TA			
Upper	11.8	12.1	(0.3)
Median		5.5	6.3
Lower		1.8	10.0
Sales/Net Fixed Assets			
Upper	43.6	33.0	10.6
Median		15.8	27.8
Lower		8.5	35.1
Sales/Total Assets			
Upper	5.2	12.4	(7.2)
Median		8.1	(2.9)
Lower		5.4	(0.2)
Depr & Amort/Sales (%)			
Upper	0.5	0.4	0.1
Median		0.7	(0.2)
Lower		1.0	(0.5)
Officer Comp/Sales (%)			
Upper		0.1	(0.1)
Median		0.3	(0.3)
Lower		0.6	(0.6)

The RiskCalc™ peer values were calculated using RiskCalc™ for private companies (North America) version 3.1. Peer sample sizes for RiskCalc™ values are different from the above information and the RiskCalc™ sample size for this peer group consists of 347 companies. Customer values for RiskCalc™ are not available on this report. Please select the RiskCalc™ report from the print menu to view customer RiskCalc™ values.

RISKCALC™ Peer Value

1 Yr EDF Credit Measure	
Upper	0.8
Median	1.4
Lower	2.8
5 Yr EDF Credit Measure	
Upper	3.5
Median	5.4
Lower	8.2

EDF credit measures calculated with Financial Statements Only

Current Date	12/2006	12/2007	12/2008	12/2009	9/2010
Statement Date	12/31/2006	12/31/2007	12/31/2008	12/31/2009	9/30/2010
Months Covered	8	12	12	12	9
Audit Mthd	Qualified	Qualified	Unqualif'd	Unqualif'd	Co.Prep'd
Accountant	Bernstein	Gursey	Gursey	Gursey	
Analyst	Gervais	Gervais	Gervais	Wiginton	McNeese
Stmnt Type	Annual	Annual	Annual	Annual	FY-To-Date

Source Currency: USD United States Dollars Target Currency: USD United States Dollars

Exchange Rate:	1.00000	1.00000	1.00000	1.00000	1.00000
Exchange Rate Date:	12/31/2006	12/31/2007	12/31/2008	12/31/2009	9/30/2010

1 Yr Bond Default Rate Mapping	Ba3.edf	A3.edf	Baa2.edf	Baa1.edf	A3.edf
1 Yr Percentile	79.54	7.34	29.43	16.82	8.62
1 Yr Custom Rating	N/A	N/A	N/A	N/A	N/A

5 Yr Bond Default Rate Mapping	Ba3.edf	A3.edf	Baa3.edf	Baa2.edf	Baa1.edf
5 Yr Percentile	78.06	6.29	28.19	17.69	7.45
5 Yr Custom Rating	N/A	N/A	N/A	N/A	N/A

Cumulative EDF Credit Measures (%):

1 Year	2.10	0.21	0.40	0.27	0.22
2 Year	3.87	0.46	0.97	0.68	0.49
3 Year	5.53	0.74	1.63	1.18	0.78
4 Year	7.10	1.03	2.34	1.72	1.09
5 Year	8.61	1.33	3.11	2.32	1.42

Forward EDF Credit Measures (%):

1 Year	2.10	0.21	0.40	0.27	0.22
2 Year	1.81	0.26	0.57	0.41	0.27
3 Year	1.72	0.28	0.66	0.49	0.30
4 Year	1.66	0.29	0.73	0.56	0.31
5 Year	1.62	0.31	0.78	0.61	0.33

Annualized EDF Credit Measures (%):

1 Year	2.10	0.21	0.40	0.27	0.22
2 Year	1.95	0.23	0.49	0.34	0.24
3 Year	1.88	0.25	0.55	0.39	0.26
4 Year	1.82	0.26	0.59	0.43	0.27
5 Year	1.78	0.27	0.63	0.47	0.29

1-Yr. Relative Contributions:

Return On Assets (ROA)	0.95	-16.08	-16.03	-19.71	-18.79
Sales Growth	N/A	-7.06	0.14	10.93	-7.78
Cash to Assets	20.91	-16.74	5.30	-7.45	1.84
Change in AR Turnover	N/A	-5.71	-7.13	-8.95	-8.53
Change in Return On Assets (ROA)	N/A	9.82	24.50	-0.66	-10.38
Inventory to Sales	-0.83	-0.69	-0.72	-0.90	-0.86
Cash Flow to Interest Expense	9.72	-11.14	-11.30	-14.60	-13.72
Retained Earnings to Current Liabilities	9.49	-3.81	-4.63	-3.37	-4.77
Current Liabilities to Sales	-15.78	-13.60	-14.21	-13.99	-14.80
Leverage	39.35	-12.98	-13.57	-16.31	-15.56
Size	-2.97	-2.36	-2.47	-3.12	-2.97

5-Yr. Relative Contributions:

Return On Assets (ROA)	0.43	-7.78	-7.97	-9.46	-9.11
Sales Growth	N/A	-9.71	0.20	14.91	-10.72
Cash to Assets	19.67	-16.92	5.51	-7.48	1.86
Change in AR Turnover	N/A	-4.50	-5.79	-7.00	-6.75
Change in Return On Assets (ROA)	N/A	9.82	25.17	-0.66	-10.39
Inventory to Sales	-1.55	-1.38	-1.48	-1.79	-1.72
Cash Flow to Interest Expense	11.65	-14.36	-14.96	-18.67	-17.72
Retained Earnings to Current Liabilities	10.02	-4.33	-5.40	-3.80	-5.42
Current Liabilities to Sales	-14.33	-13.27	-14.25	-13.55	-14.47
Leverage	36.50	-12.94	-13.90	-16.13	-15.53
Size	-5.86	-5.00	-5.37	-6.56	-6.31

1-Yr. Relative Sensitivities:

Current Date	12/2006	12/2007	12/2008	12/2009	9/2010
Statement Date	12/31/2006	12/31/2007	12/31/2008	12/31/2009	9/30/2010
Months Covered	8	12	12	12	9
Audit Mthd	Qualified	Qualified	Unqualif'd	Unqualif'd	Co.Prep'd
Accountant	Bernstein	Gursey	Gursey	Gursey	
Analyst	Gervais	Gervais	Gervais	Wiginton	McNeese
Stmnt Type	Annual	Annual	Annual	Annual	FY-To-Date

Return On Assets (ROA)	-222.88	-1.48	-11.06	-16.62	-21.22
Sales Growth	0.00	-92.14	-175.32	-10.04	52.11
Cash to Assets	-197.99	-280.10	-355.45	-390.85	-368.33
Change in AR Turnover	0.00	-123.86	-33.92	-21.65	-10.44
Change in Return On Assets (ROA)	0.00	23.37	-9.20	-171.89	-162.20
Inventory to Sales	48.42	181.22	161.74	123.21	143.04
Cash Flow to Interest Expense	-138.11	-6.27	-12.60	-4.00	-9.09
Retained Earnings to Current Liabilities	-126.95	-246.07	-200.95	-221.63	-192.67
Current Liabilities to Sales	28.30	88.78	83.07	104.84	95.94
Leverage	37.09	52.65	52.60	33.71	42.94
Size	-0.26	-4.06	-4.10	-1.56	-2.02

5-Yr. Relative Sensitivities:

Return On Assets (ROA)	-109.45	-0.61	-4.45	-6.50	-8.28
Sales Growth	0.00	-104.55	-198.23	-11.17	59.84
Cash to Assets	-211.88	-233.30	-288.71	-303.76	-324.56
Change in AR Turnover	0.00	-81.27	-21.92	-13.78	-6.64
Change in Return On Assets (ROA)	0.00	19.89	-7.64	-166.61	-139.64
Inventory to Sales	91.14	299.47	263.31	228.34	244.42
Cash Flow to Interest Expense	-184.13	-6.88	-13.49	-4.19	-9.45
Retained Earnings to Current Liabilities	-145.44	-229.55	-188.51	-217.15	-189.30
Current Liabilities to Sales	24.46	72.67	65.62	112.45	79.26
Leverage	33.03	44.46	40.91	33.34	35.18
Size	-0.48	-7.34	-7.22	-2.71	-3.45

Percentiles:

Return On Assets (ROA)	31.90	99.06	85.00	79.78	79.32
Sales Growth	N/A	38.23	18.15	5.47	63.04
Cash to Assets	16.02	74.40	55.25	64.76	58.93
Change in AR Turnover	N/A	32.21	44.95	47.92	56.52
Change in Return On Assets (ROA)	N/A	100.00	4.26	31.40	51.19
Inventory to Sales	44.12	44.50	42.12	45.04	43.43
Cash Flow to Interest Expense	N/A	93.14	88.77	92.68	90.60
Retained Earnings to Current Liabilities	25.69	57.78	58.10	52.05	57.60
Current Liabilities to Sales	6.09	4.86	5.50	15.29	10.57
Leverage	96.12	4.00	4.00	29.14	29.26
Size	83.72	63.02	62.88	66.22	67.49

Ratios or Levels:

Return On Assets (ROA)	1.68	39.92	14.56	11.75	11.56
Sales Growth	N/A	2.28	-6.76	-25.04	11.09
Cash to Assets	0.23	10.49	4.54	6.90	5.36
Change in AR Turnover	N/A	-0.89	-0.13	-0.02	0.05
Change in Return On Assets (ROA)	N/A	38.24	-25.36	-2.81	-0.20
Inventory to Sales	1.73	1.81	1.38	1.92	1.61
Cash Flow to Interest Expense	N/A	3,520.25	2,264.18	3,337.18	2,669.78
Retained Earnings to Current Liabilities	22.42	101.85	102.98	83.01	101.24
Current Liabilities to Sales	3.95	3.23	3.61	7.07	5.68
Leverage	89.56	0.00	0.00	1.08	1.14
Size	4,670,028.64	918,022.03	911,024.09	1,101,018.61	1,187,720.70

When defining percentiles, be aware that observations in the sample population are sorted in order of increasing ratio value. This means that the item's impact on risk relative to its location within a certain percentile depends upon the relationship between the ratio and risk. An item that is in a high percentile for profitability has a positive impact by lowering the probability of default, since more profitable companies have lower risk of default. Conversely, an item in a high percentile in a leverage ratio has a negative impact, since a highly leveraged company has a higher risk of default.

EDF Notes for statement: 12/31/2006

Inventory Previous Year: EDF is based on sector averages for corresponding ratio.
Accounts Receivable Previous Year: EDF is based on sector averages for corresponding ratio.
Total Assets Previous Year: EDF is based on sector averages for corresponding ratio.
Accounts Payable Previous Year: EDF is based on sector averages for corresponding ratio.
Sales Previous Year: EDF is based on sector averages for corresponding ratio.
Net Income Previous Year: EDF is based on sector averages for corresponding ratio.
NAICS: 447110:Trade

EDF Notes for statement: 12/31/2007

NAICS: 447110:Trade

EDF Notes for statement: 12/31/2008

NAICS: 447110:Trade

EDF Notes for statement: 12/31/2009

NAICS: 447110:Trade

EDF Notes for statement: 9/30/2010

NAICS: 447110:Trade

Paul Anthony Georges Morabito
Statement of Assets & Liabilities
as of Sunday, May 30th, 2010

Assets		Liabilities	
Personal Residences & Effects 8255 Panorama Drive Reno, Washoe County, Nevada 371 El Camino del Mar, Laguna Beach, Orange County, California 370 Los Olivos, Laguna Beach, Orange County, California 1254 Mary Fleming Circle, Palm Springs, Riverside County, California Artwork - paintings, sculptures, collectibles and rare maps Jewelry - birth pieces, rings etc. Personal Effects including antiques, furniture etc.		Real Property Fee Mortgages Bank of America Mortgage Bank of America Mortgage Bank of America Mortgage Bank of America Mortgage	
Cash & Demand Notes Bank of America, The Private Bank, Palm Desert, California Comerica Bank, Century City, California BMO Harris Private Bank, Toronto, Ontario Development Demand Note Receivable from Jerry Herbst Raffles Insurance Co., cash value cash on hand		Other Personal Outstanding Debt & Obligations Bank of America The Private Bank - lines of credit American Express Cardholder	
Investments, Commercial Real Estate & Miscellaneous 54% Common Shares, Consolidated Nevada Corporation; 100% Common Shares, Consolidated Western Corporation; 87.5% Common Shares, Cowestco Investment LLC 10% Common Shares, Big Wheel Lodging LLC; 10% Common Shares, Big Wheel Properties LLC; 51% Common Shares, Big Wheel Gaming LLC; 80% Common Shares, Watchmyblock LLC; United States Patent & Trademark Office application number US867887,707 50% Common Shares, Superpumper Properties LLC; 25% Common Shares, First Newport Insurance Associates LLC; 1491 Glenneyre, Laguna Beach, Orange County, California 570 Glenneyre, Laguna Beach, Orange County, California Nevada State Highway 445 & Caba De La Plata, Sparks, Washoe County, Nevada unit in Rosemont Seabury LLP, New York City, New York 2006 Range Rover HSE		Commercial Mortgages and Obligations Guaranteed By Principal Superpumper, Inc. - line of credit with BBVA Compass & Shell Oil Products, US Sport Finance Co., property lease Fernley, Nevada Bank of America Mortgage Bank of America Mortgage	
Assets Total		Liabilities Total	
excess of assets over liabilities		\$83,808,164	

Notes:

all residential and commercial properties and investments shown at Fair Market Value unless noted otherwise

- primary residence - 5 acres of ranch property, water rights, barn and 9,400 square feet principal residence owned 30% by Edward W. Bayuk and 70% by Paul Morabito
- 2,200 square foot vacation residence owned 25% by Edward W. Bayuk and 75% by Paul Morabito
- 1,900 square foot guest house vacation residence owned 50% by Edward W. Bayuk and 50% by Paul Morabito
- 3,500 square foot vacation residence owned 50% by Edward W. Bayuk and 50% by Paul Morabito
- as outlined in detailed schedule to AIG Private Insurance on the Umbrella Policy with Rider
- as outlined in detailed schedule to AIG Private Insurance on the Umbrella Policy with Rider
- 54% of Promissory Note personally guaranteed by Jerry Herbst, CEO of Terrible Herbst, Inc. in support of property developments assigned to Consolidated Nevada Corporation in 2007
- cash value of captive insurance entity in Bridgetown, Barbados
- Nevada corporation that previously owned Berry-Hindley Industries
- Nevada corporation that owns Superpumper, Inc. which operates 11 Shell franchised gas service stations and 5 convenience stores; gas stations under a jointer agreement with Shell Oil Products US
- maximum \$5 million operating line of credit at BBVA Compass Bank in Scottsdale, Arizona, and \$1 million wholesale fuel operating line with Shell Oil Products US, Houston, Texas
- membership interest - Nevada corporation owning 100% of Cowestco Holdings Inc., which owns 84.5% of Cowestco Canada Holdings LLC, a British Columbia LLC; Superpumper Chicago LP;
- membership interests - Fernley Travel Centers on 7 acres in Fernley, Nevada developing casino, truckstop and IHOP restaurant
- ground lease with option to buy beneficially owned by LLC
- beneficiary to operate 240 slot machines at Fernley Travel Center in Fernley, Nevada
- membership interest in company developing realtime connection of law enforcement emergency CAD 911 systems to civilian cellular and electronic mod systems accessed through Neighborhood Watch
- United States Patent & Trademark Office application number US867887,707
- beneficial owner of three fee properties in Elko & Lovelock, Nevada leased to Western Energetix Inc., a unit of Nalco Oil Inc.
- membership interest - Los Angeles, California based insurance brokerage with \$200 million HSBC premium line
- 4,300 square foot mixed used commercial office building with apartment, as well as 3 covered and 5 onsite parking - owned jointly with Edward Bayuk in Bank Properties LLC
- 6,000 square foot mixed used commercial building with 22 onsite parking and loading bay, in Laguna Beach's Central Business District, formerly the main United States Post Office - owned jointly with Edward Bayuk in Bank Properties LLC
- 48,000 square foot commercial building property adjacent to convenience store and to-be licensed facility
- investment in private equity Limited Partnership directed by a company controlled by Christopher Heinz III, Rosemont Seabury Farms, L.P., Pittsburgh, Pennsylvania

I certify the attached to be true to the best of my direct knowledge:

Paul Anthony Georges Morabito
resident of Washoe County, Nevada
Sunday, May 30th, 2010

STRICTLY CONFIDENTIAL

Compass 000085

<input type="checkbox"/> Yes	<input type="checkbox"/> No	1. Are any of the Assets held in trust, in an estate or in any other name or capacity?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	2. If you reside in a community property state or if any of your property is located in a community property state, were any of the Assets (i) owned or claimed by your spouse before marriage; or (ii) acquired by your spouse during marriage by gift or inheritances; or (iii) recovered for personal injuries sustained by your spouse during marriage; or (iv) acquired from the proceeds or liquidation of any of the preceding?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	3. Are any of your real estate properties used by you in your business?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	4. Do any of your Assets secure any debts which have not been reported in the preceding schedules?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	5. Are you a party to any suit or are there any unsatisfied judgements against you?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	6. Have you been through bankruptcy or made an assignment for benefit of creditors?
I have explained fully under "Additional Remarks" on this page any "Yes" answers to the foregoing questions.		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	7. I have made a will; the executor is _____.

Additional Remarks

The above financial and supporting schedules, which are submitted to you for the purpose of obtaining credit from you, present a true, complete and correct statement of my financial condition as of the date shown. I understand that misrepresenting information on this statement is a criminal offense under federal law punishable by a fine and/or imprisonment. I will notify you in writing of any material unfavorable change in my financial condition. In the absence of such notice, you may consider this a continuing statement and substantially correct. If I apply for further credit, this statement shall have the same force and effect as if delivered as an original statement of my financial condition at the time I request such further credit. You are authorized to contact any appropriate third parties for the purpose of verifying any stated information herein or at any time furnished by me to you, and obtaining credit information at any time from any of my creditors and or credit reporting agencies. This financial statement and any other information furnished to you shall be your property. You are authorized to answer questions about your credit experience with me. It is understood that the information provided herein may be shared with any subsidiary or affiliate.

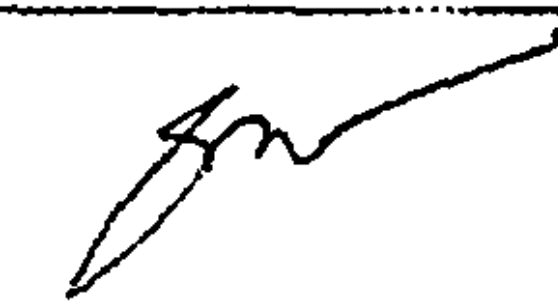
Signature: 	Date: <u>3/9/10</u>
Signature: <u>Paul A. MORABITO</u>	Date: _____

Exhibit 55



BUSINESS VALUATION AGREEMENT

This Agreement entered into this 30 day of SEPT, 2010 between Matrix Capital Markets Group, Inc. ("Matrix") and Superpumper, Inc. (referred to hereinafter as "SPI" or "Company") outlines the terms and objectives of our valuation engagement.

Whereas Matrix is in the business of providing financial advisory services to companies; and whereas SPI desires to engage Matrix to provide business valuation services and valuation related advisory services for SPI; now, therefore, Matrix and SPI understand and agree to the following:

Matrix understands that it will perform a valuation of the Company for the purpose of corporate planning and that the distribution of the valuation is restricted to the internal use of the SPI's management and, accordingly, will not be distributed to outside parties to obtain credit or for any other purpose. The objective of the valuation will be to estimate the fair market value of 100% of the Company's common equity as of August 31, 2010, on a controlling, marketable basis, where the term fair market value is defined as the "price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of the relevant facts."

In performing the valuation, Matrix will be relying on the accuracy and reliability of the Company's historical financial statements, forecasts of future operations, and other financial data of the Company. Matrix will not audit, review, or compile Company financial statements, forecasts or other data, and Matrix will not express an opinion or any form of assurance on them. We will rely on and accept management's representations in performing our analysis. Investigation into the veracity of such representations is beyond the scope of this assignment. Further, specific procedures may or may not be performed in conformity with generally accepted auditing standards and information provided to SPI may or may not be presented in accordance with generally accepted accounting principles.

The valuation will be prepared in conformity with, and is subject to, the requirements of the code of professional ethics and standards of professional conduct of the American Society of Appraisers as well as Standard 9 of the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation (USPAP). A Restricted Use Appraisal Report will be prepared in accordance with the requirements of USPAP Standard 10 – Business Appraisal Reporting.

Matrix agrees to keep and to cause Matrix's directors, officers, employees, stockholders, and representatives to keep all information about the Company furnished by SPI confidential at all times, to return to SPI any written information furnished by SPI upon SPI's request, and not to use nor permit any of Matrix's directors, officers, employees, stockholders or representatives to use the information for any purpose other than Matrix's evaluation.

The fee for Matrix's services will be \$40,000, with \$20,000 payable at the execution of this Agreement, \$10,000 payable at the delivery of Matrix's first draft and \$10,000 payable upon delivery of the final valuation. The fee is not contingent on the value determined by this engagement. Our engagement ends upon delivery of our Restricted Use valuation report. SPI shall reimburse Matrix for all reasonable travel, meals and lodging expenses, all costs of conference services, teleconference services, long distance phone charges, third party research approved by Company in advance, printing, photocopying, production and mailing or other delivery costs associated with the services provided by Matrix herein. Client shall reimburse Matrix for such expenses promptly upon receipt of invoices from Matrix. Any follow-up services that are required will be deemed to be a separate engagement and will be governed by the terms and conditions of a subsequent financial services agreement and typically subject to hourly billing at rates ranging from \$250 to \$400 per hour.

SPI hereby agrees to indemnify Matrix, its directors, employees, agents and controlling persons (each being an "Indemnified Party") from and against any and all losses, claims, damages, liabilities and expenses, joint or several including all reasonable fees of counsel and other expenses incurred by an Indemnified Party in connection with the

preparation for, or defense of, any claim, action or proceeding whether or not resulting in any liability, to which such Indemnified Party may become subject under any applicable federal or state law, or otherwise, arising in any way out of the valuation or the performance by Matrix of services in connection with this assignment, unless it shall be finally judicially determined that such losses, claims, damages or liabilities arise solely out of gross negligence of Matrix, provided that Matrix may not settle or compromise any losses, claims, damages or liabilities for which indemnification is granted hereunder, as a condition to entitlement thereto, without SPI prior written approval, which approval will not be unreasonably withheld. The valuation cannot be relied on to disclose errors, irregularities, or illegal acts, including fraud or defalcations, that may have existed in the past or exist currently.

This Agreement is not assignable by either Party without the prior written approval of the other Party, except that to the extent any broker-dealer services are required to be performed as part of the Services, Matrix may secure such services through an assignment of all or part of its obligation to render such services to Matrix's affiliate, Matrix Private Equities, Inc. at Matrix's sole discretion. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

The Company agrees that Matrix has the right to place advertisements or notices in financial and other newspapers and journals, at its own expense, describing the services it provided to the Company but only upon consummation of the engagement; provided, all such advertisements and notices shall be subject to the Company's approval, which approval shall not be unreasonably withheld.

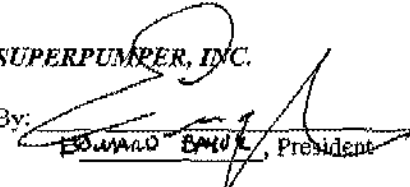
This Agreement shall be construed and enforced under the laws of the Commonwealth of Virginia, without reference to its choice of law provisions.

Acknowledged and Accepted:

MATRIX CAPITAL MARKETS GROUP, INC.

By: _____
Jeffrey Moore, President

SUPERPUMPER, INC.

By:  _____
Eduardo Baul, President

LMWF000002



Invoice

PERSONAL & CONFIDENTIAL

Invoice Date : September 29, 2010

Client Information:

Name: Don Whitehead, CFO
Superpumper, Inc.
Address: 14631 North Scottsdale Road
Suite 125
Scottsdale, AZ 85254

Due Date: Upon Receipt

Date	Description	Amount
9/29/2010	Financial Consulting Services	\$ 20,000.00

TOTAL BALANCE DUE: \$ 20,000.00

Make checks payable to: Matrix Capital Markets Group, Inc.
Remit payment to: P.O. Box 1816, Richmond, VA 23218

or

Wire Transfer Instructions:
Matrix Capital Markets Group, Inc.
Wachovia Bank
1021 E. Cary St., Richmond, VA
Account #: 2070123305610
Routing#: 051400549

LMWF000003

2401



Invoice

PERSONAL & CONFIDENTIAL

Invoice Date : October 14, 2010

Client Information:

Name: Don Whitehead, CFO
Superpumper, Inc.
Address: 14631 North Scottsdale Road
Suite 125
Scottsdale, AZ 85254

Due Date: Upon Receipt

Date	Description	Amount
10/13/2010	Financial Consulting Services-Final Payment	\$ 20,000.00
	Administrative Expenses	
10/11/2010	Conference Call	\$ 19.86

TOTAL BALANCE DUE: \$ 20,019.86

Make checks payable to: Matrix Capital Markets Group, Inc.
Remit payment to: P.O. Box 1816, Richmond, VA 23218

or

Wire Transfer Instructions:
Matrix Capital Markets Group, Inc.
Wachovia Bank
1021 E. Cary St., Richmond, VA
Account #: 2070123305610
Routing#: 051400549

LMWF000004

2402

October 13, 2010

PERSONAL AND CONFIDENTIAL

Superpumper, Inc.
c/o Dennis Vacco, Esquire
Lippes Mathias Wexler Friedman, LLP
665 Main Street, Suite 300
Buffalo, NY 14203

RE: Superpumper, Inc.

Dear Mr. Vacco:

At your request, we have performed a valuation engagement to determine the fair market value of 100 percent of the common equity (Subject Interest) in Superpumper, Inc. (Superpumper or the Company), on a controlling, marketable basis, as of August 31, 2010 (the Valuation Date).

Fair market value is based in large part upon the expectation of future benefits to be received by the prospective purchaser and to be given up by the prospective seller, which are directly attributable to the asset being transferred.

Fair market value is defined in Section 25.2512-1 of the U.S. Treasury regulations as:

"The price at which such property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell, and both having reasonable knowledge of relevant facts."

The objective of a valuation is to express an unambiguous opinion as to the value of the business, business ownership interest, or security, which is supported by all procedures that the valuator deems to be relevant to the valuation.

A valuation has the following qualities:

1. Its conclusion of value is expressed as either a single dollar amount or a range.

2. It considers all relevant information as of the valuation date available to the valuator at the time of the performance of the valuation.
3. The valuator conducts appropriate procedures to collect and analyze all information expected to be relevant to the valuation.
4. The valuation is based upon consideration of all conceptual approaches deemed to be relevant by the valuator.

For our valuation, we used standard valuation approaches and methodologies. The financial information in this valuation, including the accompanying exhibits, is presented solely to assist in the development of our conclusion of value, and it should not be used for any other purpose. Because of the limited purpose of this information, it may contain departures from generally accepted accounting principles. The conclusion of value given is based on information provided in part by the management of Superpumper.

This report is a restricted-use report and is an abridged version of the information that would be provided in a detailed valuation report and therefore does not contain the same level of detail as a detailed report. This restricted-use report is restricted for use by the shareholders of Superpumper for corporate planning purposes only. No other third parties should rely on the information contained in this report without seeking professional advice. We have no obligation to update this report or our conclusion of value for information that comes to our attention after the date of this report.

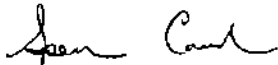
Based on our analysis as described in this valuation report, it is our estimate that the fair market value of 100 percent of the common equity in Superpumper, Inc., on a controlling, marketable basis, as of August 31, 2010 is \$6,484,514.

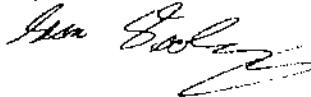
This conclusion or opinion of value is subject to the Statement of Valuation Assumptions and Limiting Conditions included in the report on pages 5 through 7. Neither Matrix Capital Markets Group, Inc. nor the individuals involved in preparing this valuation has any present or contemplated future interest in Superpumper, Inc. or any other interests that might tend to prevent making a fair and unbiased valuation. The details of the valuation and the basis for conclusions are summarized in this report and the details of

Superpumper, Inc.
c/o Dennis Vacco, Esquire
October 13, 2010
Page 3

our conclusions are included in our workpaper files. This restricted-use report is to be used solely by you for corporate planning purposes and should not be used for any other purpose. If you have any questions, please contact Spencer P. Cavalier or Sean P. Dooley, the report preparers.

Matrix Capital Markets Group
MATRIX CAPITAL MARKETS GROUP


Spencer P. Cavalier, CFA, ASA
Report Preparer


Sean P. Dooley
Report Preparer

Superpumper 000067

SUPERPUMPER, INC.
VALUATION OF 100 PERCENT OF THE COMMON EQUITY IN
SUPERPUMPER, INC. ON A CONTROLLING, MARKETABLE BASIS
As of August 31, 2010

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INTRODUCTION AND BACKGROUND

A. Purpose of the Valuation

Matrix Capital Markets Group, Inc. (Matrix) was retained to determine the fair market value of 100 percent of the common equity in Superpumper, Inc. (Superpumper or the Company), on a controlling, marketable basis as of August 31, 2010 (the Valuation Date). It is our understanding that this restricted-use valuation report will be utilized by the Company and its shareholders for corporate planning purposes.

B. Standard of Value and Premise of Value

Fair market value is based in large part upon the expectation of future benefits to be received by the prospective purchaser and to be given up by the prospective seller, which are directly attributable to the asset being transferred.

Fair market value is defined in Section 25.2512-1 of the U.S. Treasury regulations as:

"The price at which such property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell, and both having reasonable knowledge of relevant facts."

Our valuation analysis was conducted under the premise of value in continued use, as a going concern enterprise. It is our opinion that this value represents the appropriate premise of value of the Subject Interest.

C. Description of Information Considered

In formulating our opinion of value, we have relied upon numerous sources of information including, but not limited to, the following:

- U.S. economy sources include: Business Valuation Resources: "Economic Outlook, 2nd Quarter 2010."
- Interest Rates from <http://www.federalreserve.gov/releases/h15/data.htm>
- Ibbotson Associates "Stocks, Bonds, Bills, and Inflation 2010 Yearbook"
- Other Company information, as provided by the Company, including, but not limited to store and corporate level financials for the years ending December 31, 2007, 2008, and 2009, as well as for the trailing twelve month period ended August 31, 2010.

This information is believed to be reliable, but we make no representation as to the accuracy or completeness of the information made publicly available or as furnished to us by the management of Superpumper.

THE APPRAISAL PROCESS

A. Revenue Ruling 59-60

Our valuation analysis takes into consideration Revenue Ruling 59-60. Revenue Ruling 59-60 outlines and reviews the general factors to be considered in the valuation of capital stock of closely held companies and thinly traded public corporations, as follows:

- The nature of the business and the history of the enterprise from its inception.
- The economic outlook in general and the conditions and outlook of the specific industry in particular.
- The book value of the stock and financial condition of the business.
- The earnings capacity of the Company.
- The dividend paying capacity.
- Whether or not the Company has goodwill or other intangible value.
- Sales of the stock and the size of the block of stock to be valued.
- The market prices of stocks of corporations engaged in the same or a similar line of business having their stock actively traded in a free and open market, either on an exchange or over-the-counter.

B. Approaches and Methods Considered

Three approaches and several methods are available for valuing closely held corporate interests in accordance with generally accepted valuation principles. The three generally accepted approaches are: (1) the Income Approach, (2) the Market Approach, and (3) the Cost (or Asset-Based) Approach. That is, the value of an entity or its securities is based upon either: (1) the present value of an income stream generated by or attributable to the property being valued, (2) arms-length transactions of generally similar entities or securities, or (3) the aggregate value of the underlying assets. These three approaches are defined by the American Society of Appraisers as follows:

Income Approach - A general way of determining a value indication of a business, business ownership interest, or security using one or more methods wherein a value is determined by converting anticipated benefits. This approach is based on the fundamental valuation principle that the value of a business is equal to the present worth of the future benefits of ownership.

Market Approach - A general way of determining a value indication of a business, business ownership interest, or security using one or more methods that compare the subject to similar businesses, business ownership interests, or securities that have been sold.

Cost Approach - A general way of determining a value indication of a business' assets and/or equity interest using one or more methods based directly on the value of the assets of the business less liabilities.

The approaches and methods used depend upon the purpose of the engagement, type of business being valued, and the nature of the business being valued. In some cases, all three approaches may be called for; in others, only one may be appropriate.

APPRAISAL PROCEDURES AND VALUATION METHODS USED

A. Methods Used or Not Used on a Specific Basis

For our valuation, we considered the use of the following five valuation methods:

Income Approach – Discounted Cash Flow Method – This method is based on the premise that the value of a business, business ownership interest, or security interest is estimated by the present value of the future benefits of ownership.

Income Approach – Capitalization of Net Cash Flow Method – This method is based on the premise that the value of a business, business ownership interest, or security interest is estimated by dividing the expected business economic benefit, such as the seller's discretionary cash flow, by the capitalization rate.

Market Approach – Guideline Publicly Traded Company Method – This method is based on the premise that the value of the business, business ownership interest, or security interest is estimated based upon what astute and rational capital market investors would pay to own such an interest.

Market Approach – Guideline Merged and Acquired Company Method – This method is based on the premise that the value of the business, business ownership interest, or security interest is estimated by comparing the subject company to guideline companies that have been merged or acquired during a time period near the valuation date.

Cost (or Asset-Based) Approach – Adjusted Balance Sheet Method – The current values of all the subject company's assets is discretely estimated and accumulated. In addition, the current values of all of the subject company's liabilities are estimated. The value of the equity of the business enterprise is the current value of all of the assets of the subject company less the current value of all of the subject company's liabilities.

In our valuation, we used (1) the capitalization of net cash flow method – both adjusted historical cash flow and normalized single period (Income Approach), (2) the guideline publicly traded company method (Market Approach), and (3) the adjusted balance sheet (Cost Approach).

SUMMARY AND CONCLUSION

A. Summary of Value Indications and Conclusion of Value

Exhibit 4 presents the indicated value of a 100 percent common equity ownership interest in Superpumper on a controlling, marketable basis using the Capitalization of Normalized Single Period Cash Flow Method, Capitalization of Adjusted Historical Cash Flow Method, Guideline Publicly Traded Company Method, and the Adjusted Balance Sheet Method.

This resulted in a concluded fair market value of 100 percent of the common equity in Superpumper, Inc., on a controlling, marketable basis, as of August 31, 2010 of \$6,484,514.

This valuation engagement was conducted in accordance with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation. This valuation engagement is subject to the Statement of Valuation Assumptions and Limiting Conditions included in the report on pages 5 through 7.

Neither Matrix Capital Markets Group, Inc. nor the individuals involved in preparing this valuation have any present or contemplated future interest in Superpumper, Inc. or any other interests that might tend to prevent making a fair and unbiased valuation. The details of the valuation and the basis for conclusions are summarized in this restricted-use report and the details of our conclusions are included in our workpaper files. This valuation engagement was performed solely for the purpose described in this restricted-use report and the resulting estimate of value should not be used for any other purpose. The estimate of value resulting from a valuation engagement is expressed as a conclusion of value. We have no obligation to update the report or the conclusion of value for information that comes to our attention after the date of the report. If you have any questions, please contact please contact Spencer P. Cavalier or Sean P. Dooley, the preparers of this report.

**STATEMENT OF VALUATION ASSUMPTIONS
AND LIMITING CONDITIONS**

Superpumper 000073

STATEMENT OF VALUATION ASSUMPTIONS AND LIMITING CONDITIONS

This valuation report has been prepared pursuant to the following general assumptions and limiting conditions:

1. Full compliance with all applicable Federal, state, and local regulations and laws is assumed. The valuation has been prepared in conformity with, and is subject to, the requirements of the code of professional ethics and standards of professional conduct of the American Society of Appraisers as well as Standard 10 of the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation (USPAP).
2. No part of the contents of this report, especially any conclusions of value, the identity of the valuers, or the firm with which the valuers are associated or any reference to any of their professional designations, shall be disseminated to the public through advertising, public relations, reproduction, news, sales, or other media without our prior written consent and approval. Should you reproduce, disclose, or distribute this report and its conclusions in violation of this agreement, you agree to defend and indemnify us for defense costs and any resulting liability that may be incurred due to such unauthorized release.
3. The opinion of value presented in this report applies to this valuation only and may not be used out of the context presented herein. This valuation is valid only for the valuation date or dates, and transfer date or dates specified herein and only for the appraisal purpose or purposes specified herein. Our value opinion is based on the purchasing power of the United States dollar as of the appraisal date.
4. Neither Matrix Capital Markets Group, Inc. nor any individual signing or associated with this report have any present or future contemplated interest in the assets valued.
5. Neither our employment nor our compensation in connection with this report is in any way contingent upon the conclusions reached or values estimated. The concluded value determined by Matrix Capital Markets Group, Inc. was not based on a minimum valuation, a specific valuation, or the approval of a loan.
6. Information furnished by others, upon which all or portions of this report are based, is believed to be reliable but has not been verified in all cases. No warranty is given as to the accuracy of such information and we assume no responsibility for such information

7. This valuation report cannot be included, or referred to, in any Securities and Exchange Commission filings or other public documents.
8. Neither Matrix Capital Markets Group, Inc. nor any individuals signing or associated with this report shall be required by reason of this report to give testimony or appear in court or other legal proceedings, unless specific arrangements therefore have been made.
9. The concluded value is predicated on the financial structure prevailing as of the effective date of this report.
10. No responsibility is taken for changes in market conditions, and no obligation is assumed to revise this report to reflect events or conditions which occur subsequent to the date hereof. We have no obligation to update the report or the conclusion of value for information that comes to our attention after the date of the report.
12. It is assumed that all required licenses, certificates of occupancy, consents, intangible assets, intellectual property, trademarks, trade names, franchise rights, 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.
13. An independent appraisal of the fixed assets of Superpumper, Inc. was not obtained. Had an independent appraisal been obtained, the resulting opinion of value may have been different, which would cause our opinion of value to be different.
14. We have relied, in part, on management's forecasts for Superpumper, Inc. We do not provide assurance on the achievability of the results forecasted by management because events and circumstances frequently do not occur as expected; differences between actual and expected results may be material; and achievement of the forecasted results is dependent on actions, plans, and assumptions of management. Accordingly, if management's assumptions were to change, our valuation conclusions may change.
15. The conclusion of value arrived at herein is based in the assumption that the current level of management expertise and effectiveness would continue to be maintained, and that the character and integrity of the enterprise through any sale, reorganization, exchange, or diminution of the owners' participation would not be materially or significantly changed.

16. This report and the conclusion of value arrived at herein are for the exclusive use of our client for the sole and specific purposes as noted herein. They may not be used for any other purpose or by any other party for any purpose. Furthermore, the report and conclusion of value are not intended by the author and should not be construed by the reader to be investment advice in any manner whatsoever. The conclusion of value represents the considered opinion of Matrix Capital Markets Group, Inc., based on information furnished to them by Superpumper, Inc. and other sources.
17. No change of any item in this appraisal report shall be made by anyone other than Matrix Capital Markets Group, Inc., and we shall have no responsibility for any such unauthorized change.
18. Unless otherwise stated, no effort has been made to determine the possible effect, if any, on the subject business due to future Federal, state, or local legislation, including any environmental or ecological matters or interpretations thereof.
19. We have conducted interviews with the Chief Executive Officer, Chief Financial Officer and other personnel of Superpumper concerning past, present, and prospective operating results of the Company.
20. Except as noted, we have relied on the representations of the Company and other third parties concerning the value and useful condition of all equipment, real estate, investments used in the business, and any other assets or liabilities except as specifically stated to the contrary in this report. We have not attempted to confirm whether or not all assets of the business are free and clear of liens and encumbrances or that the entity has good title to all assets.
21. Matrix Capital Markets Group, Inc. has not made a specific compliance survey or analysis of the subject property or store locations to determine whether it is subject to, or in compliance with, the Americans With Disabilities Act of 1990, and this valuation does not consider the effect, if any, of noncompliance.
22. The parties for which the information and use of the valuation report is restricted are identified; the valuation report is not intended to be and should not be used by anyone other than such parties.

VALUATORS' REPRESENTATION AND CERTIFICATION

Superpumper 000077

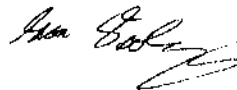
VALUATORS' REPRESENTATION AND CERTIFICATION

We hereby certify, to the best of our knowledge and belief, the following statements regarding this valuation engagement:

1. The statements of facts contained in this report, upon which the analyses, opinions, and conclusions expressed herein are based, are assumed to be true and correct.
2. The reported analyses, opinions, and conclusions of value included in the valuation report are subject to the specified assumptions and limiting conditions and they are the personal analyses, opinions, and conclusion of value of the valuation analyst.
3. We have no present or prospective future interest in Superpumper, Inc.
4. We have no personal interest or bias with respect to the subject matter of this report or the parties involved.
5. Our compensation is fee-based and is not contingent on any action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
6. The valuation has been prepared in conformity with, and is subject to, the requirements of the code of professional ethics and standards of professional conduct of the American Society of Appraisers as well as Standard 10 of the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation (USPAP).
7. The economic and industry data included in the valuation report have been obtained from various printed or electronic reference sources that the valuation analyst believes to be reliable. The valuation analyst has not performed any corroborating procedures to substantiate that data.
8. The valuation analyst has no obligation to update the report or the opinion of value for information that comes to his or her attention after the date of the report.



Spencer P. Cavalier, CFA, ASA
Report Preparer



Sean P. Dooley
Report Preparer

VALUATORS' QUALIFICATIONS

Superpumper 000079

Spencer P. Cavalier, CFA, ASA

Spencer is a member of the Energy & Multi-Site Retail Team. He is responsible for client development and co-managing all aspects of transactions including preparing selling memoranda and providing valuation and corporate finance expertise. Prior to joining Matrix, Mr. Cavalier was a senior business valuation consultant with Ellin & Tucker, Chartered, a nationally recognized business valuation, consulting and accounting firm and a commercial lender with NationsBank (now Bank of America).

As a holder of the Chartered Financial Analyst designation, he is a member of the CFA Institute and is also recognized as an Accredited Senior Appraiser by the American Society of Appraisers. Spencer holds a B.S. degree (with honors) from West Virginia University and an M.B.A. from Baylor University. He is actively involved with The Bennett Institute's Physically Challenged Sports Program at Kennedy Krieger and previously served on the Board of Visitors for University of Maryland's Hospital for Children and the Board of Directors for The CollegeBound Foundation. He is qualified as a Series 7, Series 63 and Series 79 FINRA General Securities Representative.

Sean P. Dooley

Sean is a member of the Energy & Multi-Site Retail Team and is responsible for conducting financial, industry, and buyer research, creating valuation and financing models, and preparing selling and private placement memoranda. Prior to joining Matrix in 2010, Sean was an associate in the Forensic and Valuation Services Group for the public accounting firm of Ellin & Tucker, Chartered in Baltimore, Maryland, where his experience included a variety of valuation engagements.

Sean also held an analyst position in the Federal Systems Group of Unisys Corporation. Sean received a B.S.B.A. with a concentration in Finance from East Carolina University. He is a candidate member of the American Society of Appraisers.

EXHIBITS

Superpumper 000082

SUPERPUMPER, INC.
VALUATION ANALYSIS

AS OF :
August 31, 2010

Matrix Capital Markets Group, Inc.

Superpumper 000083

SUPERPUMPER, INC.

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Matrix Capital Markets Group, Inc.

SUPERPUMPER, INC.

VALUATION OVERVIEW

OBJECTIVE: To perform a calculation of value of invested capital and common equity of Superpumper, Inc.

PURPOSE: Corporate Planning Purposes

STANDARD OF VALUE: Fair Market Value: "the amount at which property would change hands between a willing seller and a willing buyer when neither is under compulsion and when both have reasonable knowledge of the relevant facts."

BASIS: Controlling, Marketable

AS OF: August 31, 2010

PRIMARY ASSUMPTIONS: No potential future acquisitions were incorporated into normalized cash flow.

SUPERPUMPER, INC.
RECONCILIATION OF VALUATION APPROACHES

Exhibit No.	Valuation Approach and Methodology	Control, Marketable Common Equity Value	Weight	Estimated Value
5	Income Approach: Capitalization of Normalized Single Period Cash Flow Method	5,785,976	50.0%	\$2,892,988
5	Income Approach: Capitalization of Adjusted Historical Cash Flow Method	8,331,845	10.0%	833,184
6	Market Approach: Guideline Public Company Method	6,713,197	10.0%	671,320
7	Cost Approach: Adjusted Balance Sheet Method	6,956,737	30.0%	2,087,021
Implied Value of Common Equity on a Control, Marketable Basis				\$ 6,484,514

SUPERPUMPER, INC.
Adjusted Balance Sheet

	As of 8/31/10	Adjustments	Adjusted Balance Sheet
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	\$862,055	-	\$862,055
Accounts receivable	560,151	-	560,151
Inventories	1,253,257	-	1,253,257
Prepaid expenses	126,233	-	126,233
Total Current Assets	2,801,696	-	2,801,696
Fixed Assets			
Buildings & improvements	542,190	(542,190)	-
Equipment	1,942,774	(1,942,774)	-
Vehicles	35,411	-	35,411
Total Fixed Assets	2,520,374	(2,484,964)	35,411
Depreciation	(1,311,787)	1,311,787	-
Net Fixed Assets	1,524,106	(1,173,176)	350,930
OTHER ASSETS			
Retail Assets Marked-to-FMV	-	9,888,012	9,888,012
Due from affiliates	8,925,708	(8,925,708)	-
Trademarks	1,482,063	(1,482,063)	-
Rent deposits	117,128	-	117,128
Total Other Assets	10,524,899	(519,759)	10,005,140
TOTAL ASSETS	\$14,850,701	(1,692,935)	13,157,766
LIABILITIES & EQUITY			
CURRENT LIABILITIES			
Accounts payable	\$2,168,784	-	\$2,168,784
Accrued liabilities	1,076,855	-	1,076,855
Line of credit	2,955,215	-	2,955,215
Total Current Liabilities	6,200,854	-	6,200,854
LONG-TERM DEBT			
Due to shareholder	175	-	175
Total Long-Term Liabilities	175	-	175
Total Liabilities	6,201,029	-	6,201,029
STOCKHOLDER'S EQUITY			
Common stock	10,000	-	10,000
Additional paid-in capital	4,284,605	-	4,284,605
Retained earnings	4,355,068	(1,692,935)	2,662,132
Total Stockholder's Equity	8,649,672	(1,692,935)	6,956,737
Total Liabilities & Stockholder's Equity	14,850,701	(1,692,935)	13,157,766
Total interest bearing debt			2,955,390

SUPERPUMPER, INC.

Cost of Capital

Risk Free Rate as of 8/31/2010	20 Year T-Note Constant Maturity Yield	3.23%
Market Risk Premium (Supply Side) from Ibbotson's S&P 2010 Valuation Yearbook		5.20%
Small Company Risk Premium from Ibbotson's S&P 2010 Valuation Yearbook (Decile 10)		6.28%

Specific Company Risk:

Volatility of supply and wholesale price of fuel:	2.00%
Declining motor fuels volumes	2.00%
Concentrated geographical region	1.00%
Unknown risk related to unknown environmental remediation	1.50%
Potential threat of new competition	1.00%
Credit card fees	1.00%
Labor turnover	1.00%
Alternative fuels	0.50%

Specific Company Risk

11.00%

Next Year's Equity Discount Rate	Rounded	25.50%
Less: Normalized Growth Rate of Cash Flow		-1.00%
Next Year's Equity Capitalization Rate		24.50%

**Weighted Average Cost of Capital
Invested Capital Analysis**

	% of Total	Market Return	Contribution	% Contribution	Rounded
1) Market Value of Equity	50.00%	25.50%	12.75%		
2) Market Value of Debt	50.00%	3.36%	1.68%		
Total Invested Capital	100.00%		14.43%		14.40%
Historical WACC Rate	14.26%				

Notes

- 1) Market return of equity based on calculation above
- 2) Estimated weighted average cost of debt

Debt also has a tax shield that should be considered

Cost of Debt (Daa Rated Bond as of 8/31/10):	5.48%
Tax Shield 4%	-2.12%
After Tax Cost of Debt	3.36%

Matrix Capital Markets Group, Inc.

Cost of Capital

Exhibit 8 of 14

SUPERPUMPER, INC. Balance Sheet Analysis				
ASSETS				
CURRENT ASSETS				
	Audited Dec-07	Audited Dec-08	Audited Dec-09	Internal Aug-10
Cash and cash equivalents	\$1,139,621	\$506,632	\$930,033	\$862,055
Accounts receivable	385,619	234,400	138,132	500,151
Inventories	1,817,684	1,289,197	1,347,016	1,253,257
Prepaid expenses	77,060	90,830	134,815	126,233
Total Current Assets	3,419,984	2,121,059	2,569,996	3,801,696
PROPERTY AND EQUIPMENT				
Net Fixed Assets				
	1,877,164	1,727,508	1,610,337	1,524,104
OTHER ASSETS				
Due from affiliates	3,958,932	5,718,135	7,683,918	8,925,708
Trademarks	1,482,063	1,482,063	1,482,063	1,482,063
Rent deposits	117,128	117,128	117,128	117,128
Loan costs	-	-	6,556	-
Total Other Assets	5,558,123	7,317,326	9,289,665	10,524,899
TOTAL ASSETS	\$10,855,271	\$11,165,893	\$13,469,998	\$14,850,701
SUPERPUMPER, INC. Balance Sheet Analysis				
LIABILITIES & EQUITY				
CURRENT LIABILITIES				
	Audited Dec-07	Audited Dec-08	Audited Dec-09	Internal Aug-10
Accounts payable	\$2,136,794	\$948,672	\$1,501,413	\$2,168,784
Accrued liabilities	678,208	901,120	1,167,929	1,076,855
Line of credit	435,088	1,535,000	2,270,000	2,955,215
Current maturities of equipment loan	-	-	23,686	-
Total Current Liabilities	3,250,090	3,384,792	4,963,028	6,200,854
LONG-TERM DEBT				
Equipment loan, net of current portion	-	-	92,566	-
Due to shareholder	-	-	-	175
Total Long Term Debt	-	-	92,566	175
TOTAL LIABILITIES	3,250,090	3,384,792	5,055,594	6,201,029
STOCKHOLDER'S EQUITY				
Common stock	10,000	10,000	10,000	10,000
Additional paid-in capital	4,284,605	4,284,605	4,284,605	4,284,605
Retained earnings	3,310,576	3,486,496	4,119,799	4,355,068
Total Stockholder's Equity	7,605,181	7,781,101	8,414,404	8,649,672
TOTAL LIABILITIES & STOCKHOLDER'S EQUITY	\$10,855,271	\$11,165,893	\$13,469,998	\$14,850,701

Matrix Capital Markets Group, Inc.

Historical Bal Sheet

Exhibit 9 of 14

SUPERPUMPER, INC.
Common Stock - Balance Sheet Analysis

ASSETS	Audited Dec-07	Audited Dec-08	Audited Dec-09	Internal Aug-10
CURRENT ASSETS				
Cash and cash equivalents	10.50%	4.54%	6.90%	5.80%
Accounts receivable	3.55%	2.10%	1.77%	3.77%
Inventories	16.74%	11.55%	10.00%	8.44%
Prepaid expenses	0.71%	0.81%	1.00%	0.85%
Total Current Assets	31.51%	19.00%	19.08%	18.87%
FIXED ASSETS				
Net Fixed Assets	17.29%	15.47%	11.95%	10.26%
OTHER ASSETS				
Due from affiliates	36.47%	51.21%	57.04%	60.10%
Trademarks	13.65%	13.27%	11.00%	9.98%
Rent deposits	1.08%	1.05%	0.87%	0.79%
Loan costs	0.00%	0.00%	0.05%	0.00%
Total Other Assets	51.20%	65.53%	68.97%	70.87%
TOTAL ASSETS	100.00%	100.00%	100.00%	100.00%

SUPERPUMPER, INC.
Common Stock - Balance Sheet Analysis

LIABILITIES & EQUITY	Dec-07	Dec-08	Dec-09	Aug-10
CURRENT LIABILITIES				
Accounts payable	19.68%	8.50%	11.15%	14.60%
Accrued liabilities	6.25%	8.07%	8.67%	7.25%
Line of credit	4.01%	13.75%	16.85%	19.90%
Current maturities of equipment loan	0.00%	0.00%	0.18%	0.00%
Total Current Liabilities	29.94%	30.31%	36.85%	41.75%
LONG-TERM DEBT				
Equipment loan, net of current portion	0.00%	0.00%	0.09%	0.00%
Due to shareholder	0.00%	0.00%	0.00%	0.00%
Total Long Term Debt	0.00%	0.00%	0.09%	0.00%
TOTAL LIABILITIES	29.94%	30.31%	37.53%	41.76%
STOCKHOLDER'S EQUITY				
Common stock	0.09%	0.09%	0.07%	0.07%
Additional paid-in capital	39.47%	38.37%	31.81%	28.85%
Retained earnings	30.50%	31.22%	30.59%	29.33%
Total Stockholder's Equity	70.06%	69.69%	62.47%	58.24%
TOTAL LIABILITIES & STOCKHOLDER'S EQUITY	100.00%	100.00%	100.00%	100.00%

Matrix Capital Markets Group, Inc.

Historical-Bal Sheet

Exhibit 10 of 14

ST PERPUMPER, INC.
Income Statement Analysis

	Audited Dec-07	Audited Dec-08	Audited Dec-09	Internal - TTM Aug-10
Motor Fuels (in gallons)	28,271,928	22,734,488	22,169,724	21,847,669
Revenues				
Fuel	\$82,043,891	\$77,122,928	\$54,959,599	\$63,155,277
Grocery and merchandise	17,090,598	15,318,568	13,969,353	13,888,181
Car wash, propane and other income, net	1,249,698	1,128,787	1,178,267	1,245,940
Lottery, net	100,586	121,259	120,976	127,727
Total Revenues	100,484,773	93,691,542	70,228,195	78,417,125
Cost of Sales				
Cost of Fuel	73,805,624	69,829,296	48,023,664	\$55,928,885
Cost of grocery and merchandise sold	11,645,128	10,418,440	9,614,096	9,454,332
Total Cost of Sales	85,450,752	80,247,736	57,637,760	65,383,217
Total Gross Profit	15,034,021	13,443,806	12,590,435	13,033,908
Fuel Gross Profit	8,238,267	7,293,632	6,935,935	7,226,393
Grocery and Merchandise Gross Profit	5,445,470	4,900,128	4,355,257	4,453,848
Operating Expenses				
G&A (ex. Depreciation & Amortization & Interest)	11,690,184	11,655,718	10,886,878	10,964,354
Total Operating Expenses	11,690,184	11,655,718	10,886,878	10,964,354
Income from Operations	3,343,837	1,788,088	1,703,557	2,069,554
Other Income				
Interest income	245,919	235,474	329,717	1
Gain on termination of capital lease	1,141,052	-	-	-
Total Other Income	1,386,971	235,474	329,717	1,00
EBITDA	4,730,808	2,023,562	2,033,274	2,069,555
Depreciation/Amortization	239,971	330,705	372,372	383,332
EBIT	4,490,837	1,692,857	1,660,902	1,686,222
Interest	157,538	66,937	77,599	81,213
EBI	\$4,333,299	\$1,625,920	\$1,583,303	\$1,605,009
Income Taxes	-	-	-	-
Net Income	\$ 4,333,299	\$ 1,625,920	\$ 1,583,303	\$ 1,605,009

Matrix Capital Markets Group, Inc.

Historical - Inc Stmt

Exhibit 11 of 14

SUPERPUMPER, INC.
Income Statement Analysis

	Audited Dec-07	Audited Dec-08	Audited Dec-09	Internal - TTM Aug-10
Revenues				
Fuel	81.6%	82.3%	78.3%	80.5%
Grocery and merchandise	17.0%	16.4%	19.9%	17.7%
Car wash, propane and other income, net	1.2%	1.2%	1.7%	1.6%
Lottery, net	0.1%	0.1%	0.2%	0.2%
Total Revenues	100.00%	100.00%	100.00%	100.00%
Cost of Sales				
Cost of Fuel	73.4%	74.5%	68.4%	71.3%
Cost of grocery and merchandise sold	11.6%	11.1%	13.7%	12.1%
Total Cost of Sales	85.0%	85.7%	82.1%	83.4%
Total Gross Profit	14.96%	14.3%	17.9%	16.6%
Fuel Gross Profit	10.0%	9.5%	12.6%	11.4%
Grocery and Merchandise Gross Profit	31.9%	32.0%	31.2%	31.9%
Operating Expenses				
G&A (ex. Depreciation & Amortization & Interest)	11.63%	15.11%	19.81%	17.36%
Total Operating Expenses	11.63%	15.11%	19.81%	17.36%
Income from Operations	3.3%	1.9%	2.4%	2.6%
Other Income				
Interest income	0.2%	0.3%	0.5%	0.0%
Gain on termination of capital lease	1.1%	0.0%	0.0%	0.0%
Total Other Income	1.4%	0.3%	0.5%	0.0%
EBITDA	4.7%	2.2%	2.9%	2.6%
Depreciation/Amortization	0.2%	0.4%	0.5%	0.5%
EBIT	4.5%	1.8%	2.4%	2.2%
Interest	0.2%	0.1%	0.1%	0.1%
EBT	4.3%	1.7%	2.3%	2.0%
Income Taxes	0.0%	0.0%	0.0%	0.0%
Net Income	4.3%	1.7%	2.3%	2.0%

Matrix Capital Markets Group, Inc.

Historical - Inc Stmt

Exhibit 12 of 14

Superpumper 000094

SUPERPUMPER, INC.
Ratio Analysis

	Dec-07	Dec-08	Dec-09	TTM Ending Aug-10	FY07 - TTM 8.31.10 Average	Compound Growth
<u>LIQUIDITY</u>						
Current Ratio	1.05	0.63	0.52	0.45		
Quick Ratio	0.47	0.22	0.22	0.23		
<u>ASSET MANAGEMENT</u>						
AR Turn	54.34	71.70	51.17	61.47		
Days Inv	7.76	5.86	8.53	7.00		
Inv Turn	47.01	62.25	42.79	52.17		
Asset Turn	9.26	8.39	5.21	5.28		
FA Turn	53.53	54.24	43.61	51.45		
Working Capital/Sales	0.17%	-1.35%	-3.41%	-4.33%	-2.23%	
Sales/Working Capital	591.46	(74.14)	(29.35)	(23.07)		
<u>DEBT MANAGEMENT</u>						
Times Interest Earned	28.51	25.29	21.40	20.76		
Interest Bearing Debt/Equity	0.06	0.20	0.28	0.34		
Interest Bearing Debt/Adjusted EBITDA	0.1	0.1	1.7	1.6		
Total Liab/Equity	0.43	0.44	0.60	0.72		
EBIT/Sales	4.47%	1.81%	2.37%	2.15%	2.70%	
EBT/Sales	4.31%	1.74%	2.25%	2.05%	2.59%	
EBT/Assets	39.92%	14.56%	11.75%	10.81%		
EBT/Equity	56.98%	20.90%	18.82%	18.56%		
<u>GROWTH</u>						
Gallons	28,271,328	22,734,488	22,169,724	21,847,669		-9.24%
Gallons, Annual Growth		-19.59%	-2.48%	-1.45%		
Revenues	100,484,773	93,691,542	70,228,195	78,417,125		-8.90%
Rev Annual Growth		-6.76%	-25.04%	11.66%		
EBT	4,333,299	1,625,920	1,583,303	1,605,009		
EBT Growth		-62.48%	-2.62%	1.37%		
<u>RETURN ON EQUITY</u>						
EBT Profit Margin	4.31%	1.74%	2.25%	2.05%		
Pre-Tax Return on Assets	41.37%	15.16%	12.33%	11.35%		
Financial Leverage	1.43	1.44	1.60	1.72		
Pre-Tax ROE	56.98%	20.90%	18.82%	18.56%		
EBT	4,333,299	1,625,920	1,583,303	1,605,009		
Distributions	1,892,064	1,450,000	950,000	-		
Retention	56.34%	10.82%	40.00%	100.00%	15.11%	
Sustainable Growth	32.10%	2.26%	7.53%	18.56%		

Matrix Capital Markets Group, Inc.

Ratios

Exhibit 13 of 14

SUPERPUMPER, INC.
Tax Calculator

Adjusted EBIT 7.00%
State Tax
Adjusted EBIT after State

Historical					Normalized
FY	FY	FY	FY	TTM	Single Period Normalized
Dec-07	Dec-08	Dec-09	Aug-10		
\$2,836,979	\$1,176,956	\$1,054,170	\$1,407,830		\$840,000
198,589	82,387	73,792	98,548		58,800
2,638,390	1,094,569	980,378	1,309,282		781,200

Federal Taxes:		Tax Rate	
Above	Below		
-	50,000	15.00%	
50,000	75,000	25.00%	
75,000	100,000	34.00%	
100,000	335,000	39.00%	
335,000	10,000,000	34.00%	
10,000,000	15,000,000	35.00%	
15,000,000	18,333,333	38.00%	
18,333,333	n/a	35.00%	
Sum of Federal Taxes			

897,053	372,153	333,328	445,156	265,608
198,589	82,387	73,792	98,548	58,800
\$1,095,641	\$454,540	\$407,120	\$543,704	\$324,408
38.62%	38.62%	38.62%	38.62%	38.62%