



October 24, 2016

William Bookout
470 Price Street
Pismo Beach, CA 93449

Re: Office of the Comptroller of the Currency
Case Number: 03097098

Dear Mr. Bookout:

This is in response to the customer complaint you made to the OCC on or about October 3, 2016.

The \$57,676.19 for which you request an accounting represents attorneys' fees and costs that the Bank incurred in connection with your default under the note and deed of trust and the Bank's foreclosure proceeding. Prior to the foreclosure sale, on September 15, 2011, and again on December 27, 2011, you filed for Chapter 13 bankruptcy. The Bank included the \$57,676.19 amount in the bankruptcy proof of claim it submitted. You objected to the proof of claim, but the bankruptcy court ruled in the Bank's favor, allowing these pre-petition fees to be included in the Bank's claim amount. As you know, the bankruptcy court's ruling was recently held to be res judicata by the California Court of Appeal in a civil lawsuit you brought against the Bank.

It is not necessary, as you claim, for the Bank to provide information regarding the fees to the IRS because attorneys' fees are not included on an IRS Form 1098 mortgage interest statement. Furthermore, no court has ever ordered the Bank to provide any itemization of its attorney's fees incurred as a result of your defaults. Finally, please note that the IRS has not requested information from the Bank regarding the fees.

Contrary to your claims regarding a purported rescission of your loan, the Bank has never rescinded the loan. The loan remains outstanding to date and you continue to make payments due on the loan. Instead, the Bank rescinded the forbearance agreement, pursuant to its own terms, when you defaulted on it.

Finally, the Bank does not have "two sets of books" as you claim. The Bank believes you may be referring to the re-calculation and re-amortization of the loan which occurred as a result of the rescission of the Forbearance Agreement as described above.

Bookout, William
Page 2 of 2

The rescission of the Forbearance Agreement resulted in a new interest rate being applied to the loan and the payments which had been made pursuant to the Forbearance Agreement being applied differently than they would have been had the Forbearance Agreement remained in effect.

Sincerely,

A handwritten signature in black ink, appearing to be 'W. Bookout', written over a horizontal line.

MUFG Union Bank, N.A.

Account Activity

SBA Term Loan	
Account Name:	SBA Term Loan
Account #:	xxxxxx3501
Principal Balance:	\$390,996.91
Interest Rate:	6%
Interest Accrued:	\$35,206.74
Payment Due Date:	3/6/2010
Payment Due:	\$4,121.06
Late Charges Due:	\$6,919.46
Fees Due:	\$0.00
Open Date:	10/10/2003
Original Loan Amount:	\$450,000.00
Maturity Date:	10/6/2021
Interest Paid YTD:	\$8,242.12
Interest Paid Last Year:	\$0.00

Account: SBA Term Loan (xxxxxx3501)

From: 10/7/2003

To: 11/7/2011

Type: - ALL -

Category: - ALL -

Display

Date	Description	Category	Debit	Credit	Balance
11/4/2011	EFF 11/03/2011			\$4,121.06	\$390,996.91
10/11/2011	Regular Payment			\$4,121.06	\$390,996.91
9/16/2011	Automatic		\$206.05		\$390,996.91
8/30/2011	Review Fee		\$650.00		\$390,996.91
8/30/2011	Commercial Appraisal Fee		\$4,000.00		\$390,996.91
8/30/2011	Review fee		\$650.00		\$390,996.91
8/30/2011	Commercial Appraisal		\$3,500.00		\$390,996.91
8/16/2011	Automatic		\$206.05		\$390,996.91
7/18/2011	Automatic		\$206.05		\$390,996.91
6/23/2011	Legal Fee		\$25.00		\$390,996.91
6/16/2011	Automatic		\$206.05		\$390,996.91
5/24/2011	Legal Fee		\$575.00		\$390,996.91
5/16/2011	Automatic		\$206.05		\$390,996.91

4/18/2011	Automatic	\$206.05	\$390,996.91
4/8/2011	EFF 03/23/2011 Legal Fee Inv #30117	\$2,150.00	\$390,996.91
3/16/2011	Automatic	\$206.05	\$390,996.91
3/9/2011	Foreclose Fee-470 Price St	\$1,490.24	\$390,996.91
3/9/2011	Foreclose Fee - 1141 Paso Robles St	\$948.00	\$390,996.91
2/24/2011	Legal Fee Inv 29941 dated 2/9/11	\$2,408.00	\$390,996.91
2/16/2011	Automatic	\$206.05	\$390,996.91
2/1/2011	Legal Fee Inv#29816 Dtd 1/10/11	\$2,218.71	\$390,996.91
1/18/2011	Automatic	\$206.05	\$390,996.91
12/16/2010	Automatic	\$206.05	\$390,996.91
11/16/2010	Automatic	\$206.05	\$390,996.91
10/18/2010	Automatic	\$206.05	\$390,996.91
9/17/2010	Collateral Ecaluation Fee	\$900.00	\$390,996.91
9/17/2010	Appraisal Fee	\$2,800.00	\$390,996.91
9/16/2010	Automatic	\$206.05	\$390,996.91
8/16/2010	Automatic	\$206.05	\$390,996.91
7/16/2010	Automatic	\$206.05	\$390,996.91
7/15/2010	SFR Appraisal Fee	\$350.00	\$390,996.91
6/16/2010	Automatic	\$206.05	\$390,996.91
6/3/2010	UCC Search Fee	\$15.50	\$390,996.91
5/17/2010	Automatic	\$206.05	\$390,996.91
4/16/2010	Automatic	\$206.05	\$390,996.91
3/16/2010	Automatic	\$206.05	\$390,996.91
3/8/2010	Legal Fee	\$50.00	\$390,996.91
2/16/2010	Automatic	\$206.05	\$390,996.91
1/19/2010	Automatic	\$206.05	\$390,996.91
12/31/2009	Regular Payment	\$4,121.06	\$390,996.91
12/16/2009	Automatic	\$206.05	\$392,024.73
11/13/2009	Late Charge Payment	\$0.94	\$392,024.73
11/13/2009	Regular Payment	\$4,121.06	\$392,024.73
10/5/2009	Regular Payment	\$4,121.06	\$393,622.29

EXHIBIT 14-2

**SANTA BARBARA
BANK & TRUST**

P.O. Box 60839
Santa Barbara, CA 93160-0839

Contact Information:
Customer Service: 888.400.SBBT
Website: www.sbbt.com

Date: 09/23/2011

Bill Bookout
DEA Oceano Nursery
470 Price St
Pismo Beach CA 93449

Payment Notice
Account Number:
100983501

Current Loan Balance: 390,996.91
Current Interest Rate: 6.0000

Payment Due: 4,121.06
Escrow Due: 0.00
Previous Due: 86,542.26
Charges/Fees Due: 29,649.91

Total Amount Due: 120,313.23

Payment Due Date: 10/06/2011

After 10/06 pay 120,313.23

If you have any questions regarding this information, please call our Customer Contact Center at the phone number provided above. Thank you.

Please remit your payment

Bill Bookout
Account Number: 100983501

Payment Due: 4,121.06
Escrow Due: 0.00
Previous Due: 86,542.26
Charges/Fees: 29,649.91

Santa Barbara Bank & Trust
PO BOX 60654
Santa Barbara, CA 93160-0654

Total Due: 120,313.23
Due Date: 10/06/2011

EXHIBIT 13

Principal Balance: \$ 420,024.30
 Interest Due: \$ 23,959.88
 Fees Due: \$ 0.00
 Late Charge: \$ 2,713.71
 Credit Limit: \$ 0.00
 Available Credit: \$ 0.00
 Interest Rate: 6.000 %
 Open Date: 10/10/2003
 Beginning Balance: \$ 450,000.00
 Maturity Date: 10/06/2021
 Payment Due: \$ 4,121.06
 Payment Due Date: 08/06/2007
 Interest Paid Year to Date: \$ 32,274.46

GoTo:

My Small Business Term Loan

Transactions

1 2 [Next]

Sort by: Date Description Amount

Date	Description	Amount
07/25/2007	EFF 07/20/2007	\$ 478.94
07/25/2007	EFF 07/20/2007	\$ 4,121.06
07/24/2007	EFF 07/17/2007	\$ 5,000.00
07/24/2007	EFF 07/12/2007	\$ 5,000.00
07/16/2007	Automatic	-\$ 76.22
07/11/2007	EFF 07/06/2007	\$ 4,517.12
07/11/2007	EFF 07/06/2007	\$ 4,517.12
07/11/2007	EFF 07/06/2007	\$ 4,467.40
07/11/2007	EFF 07/06/2007	\$ 4,386.41
07/11/2007	EFF 07/06/2007	\$ 4,386.41
06/18/2007	Automatic	-\$ 99.53
05/16/2007	Automatic	-\$ 121.43
04/16/2007	Automatic	-\$ 141.65
03/16/2007	Automatic	-\$ 160.09
02/16/2007	Automatic	-\$ 176.46
01/16/2007	Automatic	-\$ 190.70
12/18/2006	Automatic	-\$ 202.68
11/16/2006	Automatic	-\$ 212.32
10/16/2006	Automatic	-\$ 219.55
09/18/2006	Automatic	-\$ 224.35
08/16/2006	Automatic	-\$ 226.72
07/17/2006	Automatic	-\$ 223.37
06/16/2006	89	-\$ 219.32

Request to Honor SBA 7(a) Loan Guaranty

8/29/2011

Loan Number: 6641964009

Loan Name: Oceano Nursery

SEP 2 2011

Sandra Sheffield
Santa Barbara Bank and Trust formerly Pacific Capital Bank
591 Camino De La Reina, Suite 1010
San Diego, CA 92108
619-260-4483 Phone
619-260-4444 Fax
Sandra.Sheffield@sbbt.com

Enclosed you will find the required documents in support of the following:

Pre-Purchase

Request that SBA purchase the guaranteed portion directly from our institution as this loan has not been sold in the secondary market, or our institution has purchased the sold portion from the secondary market holder and is now making request for purchase directly to SBA. *(If lender has purchased the sold portion, please make sure SBA's Fiscal Transfer Agent's records reflect a paid status prior to submitting your request for purchase to SBA)*

Secondary Market Purchase with Post Purchase Package

Request that SBA purchase the guaranteed portion of a loan that has been sold in the secondary market, and our institution will not purchase. This request includes a complete post purchase review package.

Secondary Market Purchase

Request that SBA purchase the guaranteed portion on a loan that has been sold in the secondary market, and our institution will not purchase. This request does not include a post purchase review package. The post purchase review package will be provided under separate cover within 15 business days of SBA's purchase of the guaranteed portion of the loan.

I, Sandra Sheffield, Vice President, hereby certify, represent and warrant on behalf of Santa Barbara Bank and Trust that all information and documentation submitted to the U.S. Small Business Administration in connection with this purchase request and/or post purchase review package is accurate, genuine and complete and contains true copies of records for this loan. I further certify that I have personally reviewed and confirmed, based upon Santa Barbara Bank and Trust's records, the copy of Santa Barbara Bank and Trust's Transcript of Account with respect to this loan provided herewith and that to the best of my knowledge and belief the information contained therein is true and accurate. I also certify to the best of my knowledge and belief that Santa Barbara Bank and Trust has materially complied with the SBA Loan Program Requirements (as defined in 13 CFR 120.10) applicable to this loan.

By signing below, I represent and warrant that I have the proper authority to execute this document on behalf of Santa Barbara Bank and Trust

Signature: Sandra Sheffield

Date: 8/29/11

EXHIBIT 1-1

**U.S. SMALL BUSINESS ADMINISTRATION
Lender's Transcript of Account**

Name of Borrower: William A Bookout DBA Oceano Nursery		Loan Number: 664-196-4009
Name of Lender: Pacific Capital Bank, N.A.	Amount of Loan: \$450,000.00	Int. Day Basis: ACT/365

Repayment Terms as Stated in the Note:

Note dated **October 6, 2003**; Maturity date is 18 years from date of Note (**October 6, 2021**); Initial interest rate is **6.00%** per year, adjusted monthly (the "change period"); Prime Rate plus **2.00%**; Principal and Interest payments of \$3,411.73 every month, beginning one month from the month this Note is dated; A change in Terms Agreement dated **February 5, 2005**; 3 interest only payments beginning **February 6, 2005**; Principal and Interest payment to resume on **May 6, 2005**; Per Forebearance and Workout Agreement dated **June 30, 2007**; Principal and interest payments due **October 2006** through **July 2007** are Deferred. Next payment of Principal and Interest is due **August 6, 2007**. Effective **July 6, 2007** the interest rate is changed to **6.00%** fixed
Payments must be made on the same day as the date of this Note in the months they are due

DATE	AMOUNT DISBURSED	AMOUNT REPAID	APPLICATION OF PAYMENT		INT RATE	INTEREST PAID		PRINCIPAL BALANCE
			PRINCIPAL	INTEREST		FROM	TO	
10/10/03	\$385,246.89	\$0.00	\$0.00	\$0.00	6.0000%			\$385,246.89
10/14/03	\$65,753.11	\$0.00	\$0.00	\$0.00	6.0000%			\$450,000.00
11/06/03	\$0.00	\$3,411.73	\$1,457.06	\$1,954.67	6.0000%	10/10/03	11/06/03	\$448,542.94
12/12/03	\$0.00	\$3,412.99	\$758.60	\$2,654.39	6.0000%	11/06/03	12/12/03	\$447,784.34
01/12/04	\$0.00	\$3,412.99	\$1,131.14	\$2,281.85	6.0000%	12/12/03	01/12/04	\$446,653.20
02/09/04	\$0.00	\$3,412.99	\$1,357.17	\$2,055.82	6.0000%	01/12/04	02/09/04	\$445,296.03
03/10/04	\$0.00	\$3,412.99	\$1,217.01	\$2,195.98	6.0000%	02/09/04	03/10/04	\$444,079.02
04/06/04	\$0.00	\$3,412.99	\$1,442.01	\$1,970.98	6.0000%	03/10/04	04/06/04	\$442,637.01
05/10/04	\$0.00	\$3,412.99	\$939.08	\$2,473.91	6.0000%	04/06/04	05/10/04	\$441,697.93
06/07/04	\$0.00	\$3,412.99	\$1,379.97	\$2,033.02	6.0000%	05/10/04	06/07/04	\$440,317.96
07/01/04	\$0.00	\$0.00	\$0.00	\$0.00	6.2500%			\$440,317.96
07/12/04	\$0.00	\$3,409.43	\$842.92	\$2,566.51	6.2500%	06/07/04	07/12/04	\$439,475.04
08/18/04	\$0.00	\$3,409.43	\$625.10	\$2,784.33	6.2500%	07/12/04	08/18/04	\$438,849.94
09/01/04	\$0.00	\$0.00	\$0.00	\$0.00	6.5000%			\$438,849.94
09/08/04	\$0.00	\$3,470.85	\$1,871.77	\$1,599.08	6.5000%	08/18/04	09/08/04	\$436,978.17
10/01/04	\$0.00	\$0.00	\$0.00	\$0.00	6.7500%			\$436,978.17
11/23/04	\$0.00	\$7,129.11	\$1,056.32	\$6,072.79	6.7500%	09/08/04	11/23/04	\$435,921.85
12/01/04	\$0.00	\$0.00	\$0.00	\$0.00	7.0000%			\$435,921.85
01/01/05	\$0.00	\$0.00	\$0.00	\$0.00	7.2500%			\$435,921.85
01/18/05	\$0.00	\$7,129.11	\$2,420.57	\$4,708.54	7.2500%	11/23/04	01/18/05	\$433,501.28
01/25/05	\$0.00	\$124.12	\$0.00	\$124.12	7.2500%	01/18/05	01/19/05	\$433,501.28
02/15/05	\$0.00	\$1,511.90	\$0.00	\$1,511.90	7.2500%	01/19/05	02/01/05	\$433,501.28
03/01/05	\$0.00	\$0.00	\$0.00	\$0.00	7.5000%			\$433,501.28
03/08/05	\$0.00	\$2,410.97	\$0.00	\$2,410.97	7.5000%	02/01/05	03/04/05	\$433,501.28
04/01/05	\$0.00	\$0.00	\$0.00	\$0.00	7.7500%			\$433,501.28
05/06/05	\$0.00	\$2,776.17	\$0.00	\$2,776.17	7.7500%	03/04/05	04/03/05	\$433,501.28
06/01/05	\$0.00	\$0.00	\$0.00	\$0.00	8.0000%			\$433,501.28
07/01/05	\$0.00	\$0.00	\$0.00	\$0.00	8.2500%			\$433,501.28
07/22/05	\$0.00	\$11,474.59	\$1,397.19	\$10,077.40	8.2500%	04/03/05	07/22/05	\$432,104.09
07/25/05	\$0.00	\$3,758.59	\$3,465.59	\$293.00	8.2500%	07/22/05	07/25/05	\$428,638.50
08/23/05	\$0.00	\$256.98	\$0.00	\$256.98	8.2500%	07/25/05	07/27/05	\$428,638.50
09/01/05	\$0.00	\$0.00	\$0.00	\$0.00	8.5000%			\$428,638.50
10/01/05	\$0.00	\$0.00	\$0.00	\$0.00	8.7500%			\$428,638.50
11/01/05	\$0.00	\$0.00	\$0.00	\$0.00	9.0000%			\$428,638.50

Duplicate of SBA Form 1149 (3-00)
REF SOP 5050
Previous Editions Obsolete
(This form is a necessary part of the
SBA GUARANTY purchase package.)

See Reverse Side for Instructions

EXHIBIT 1-2

**U.S. SMALL BUSINESS ADMINISTRATION
Lender's Transcript of Account**

Name of Borrower: William A Bookout DBA Oceano Nursery		Loan Number: 664-196-4009	
Name of Lender: Pacific Capital Bank, N.A.		Amount of Loan: \$450,000.00	Int. Day Basis: ACT/365

Repayment Terms as Stated in the Note:

Note dated October 6, 2003; Maturity date is 18 years from date of Note (October 6, 2021); Initial interest rate is 6.00% per year, adjusted monthly (the "change period"); Prime Rate plus 2.00%; Principal and interest payments of \$3,411.73 every month, beginning one month from the month this Note is dated; A change in Terms Agreement dated February 5, 2005; 3 interest only payments beginning February 6, 2005. Principal and interest payment to resume on May 6, 2005; Per Forebearance and Workout Agreement dated June 30, 2007; Principal and interest payments due October 2006 through July 2007 are Deferred. Next payment of Principal and interest is due August 6, 2007. Effective July 6, 2007 the interest rate is changed to 6.00% fixed
Payments must be made on the same day as the date of this Note in the months they are due

DATE	AMOUNT DISBURSED	AMOUNT REPAID	APPLICATION OF PAYMENT		INT RATE	INTEREST PAID		PRINCIPAL BALANCE
			PRINCIPAL	INTEREST		FROM	TO	
11/28/05	\$0.00	\$4,100.00	\$0.00	\$4,100.00	9.0000%	07/27/05	09/07/05	\$428,638.50
01/01/06	\$0.00	\$0.00	\$0.00	\$0.00	9.2500%			\$428,638.50
01/17/06	\$0.00	\$4,209.14	\$0.00	\$4,209.14	9.2500%	09/07/05	10/18/05	\$428,638.50
02/01/06	\$0.00	\$0.00	\$0.00	\$0.00	9.5000%			\$428,638.50
02/24/06	\$0.00	\$12,562.00	\$0.00	\$12,562.00	9.5000%	10/18/05	02/12/06	\$428,638.50
03/23/06	\$0.00	\$12,740.46	\$8,614.20	\$4,126.26	9.5000%	02/12/06	03/23/06	\$420,024.30
04/01/06	\$0.00	\$0.00	\$0.00	\$0.00	9.7500%			\$420,024.30
06/01/06	\$0.00	\$0.00	\$0.00	\$0.00	10.0000%			\$420,024.30
07/01/06	\$0.00	\$0.00	\$0.00	\$0.00	10.2500%			\$420,024.30
07/06/07	\$0.00	\$22,274.46	\$0.00	\$22,274.46	6.0000%	03/23/06	10/02/06	\$420,024.30
07/12/07	\$0.00	\$5,000.00	\$0.00	\$5,000.00	6.0000%	10/02/06	11/15/06	\$420,024.30
07/17/07	\$0.00	\$5,000.00	\$0.00	\$5,000.00	6.0000%	11/15/06	12/27/06	\$420,024.30
07/20/07	\$0.00	\$4,600.00	\$0.00	\$4,600.00	6.0000%	12/27/06	02/03/07	\$420,024.30
07/30/07	Deferral - 10 months P & I (October 2006 to July 2007)							
09/10/07	\$0.00	\$4,121.06	\$0.00	\$4,121.06	6.0000%	02/03/07	03/09/07	\$420,024.30
10/04/07	\$0.00	\$4,121.06	\$0.00	\$4,121.06	6.0000%	03/09/07	04/12/07	\$420,024.30
12/03/07	\$0.00	\$4,121.06	\$0.00	\$4,121.06	6.0000%	04/12/07	05/16/07	\$420,024.30
12/12/07	\$0.00	\$4,121.06	\$0.00	\$4,121.06	6.0000%	05/16/07	06/19/07	\$420,024.30
02/29/08	\$0.00	\$4,121.06	\$0.00	\$4,121.06	6.0000%	06/19/07	08/12/07	\$420,024.30
03/28/08	\$0.00	\$4,200.00	\$0.00	\$4,200.00	6.0000%	08/12/07	10/10/07	\$420,024.30
05/01/08	\$0.00	\$4,200.00	\$0.00	\$4,200.00	6.0000%	10/10/07	12/10/07	\$420,024.30
05/20/08	\$0.00	\$5,200.00	\$0.00	\$5,200.00	6.0000%	12/10/07	02/25/08	\$420,024.30
06/23/08	\$0.00	\$4,200.00	\$0.00	\$4,200.00	6.0000%	02/25/08	04/26/08	\$420,024.30
07/30/08	\$0.00	\$4,200.00	\$0.00	\$4,200.00	6.0000%	04/26/08	06/26/08	\$420,024.30
09/02/08	\$0.00	\$4,200.00	\$0.00	\$4,200.00	6.0000%	06/26/08	08/25/08	\$420,024.30
09/30/08	\$0.00	\$4,200.00	\$1,668.96	\$2,530.04	6.0000%	08/25/08	10/01/08	\$418,354.34
11/03/08	\$0.00	\$4,121.06	\$1,861.80	\$2,259.26	6.0000%	10/01/08	11/03/08	\$416,492.54
12/03/08	\$0.00	\$4,121.06	\$2,067.12	\$2,053.94	6.0000%	11/03/08	12/03/08	\$414,425.42
01/12/09	\$0.00	\$4,121.06	\$1,398.07	\$2,724.99	6.0000%	12/03/08	01/12/09	\$413,029.35
03/09/09	\$0.00	\$4,121.06	\$318.93	\$3,802.13	6.0000%	01/12/09	03/09/09	\$412,710.42
04/08/09	\$0.00	\$4,121.06	\$2,085.78	\$2,035.28	6.0000%	03/09/09	04/08/09	\$410,624.64
04/21/09	\$0.00	\$4,121.06	\$3,243.56	\$877.50	6.0000%	04/08/09	04/21/09	\$407,381.08
05/11/09	\$0.00	\$4,121.06	\$2,781.72	\$1,339.34	6.0000%	04/21/09	05/11/09	\$404,599.36
06/10/09	\$0.00	\$4,121.06	\$2,125.78	\$1,995.28	6.0000%	05/11/09	06/10/09	\$402,473.58

Duplicate of SBA Form 1149 (3-00)
REF SOP 5050
Previous Editions Obsolete
(This form is a necessary part of the
SBA GUARANTY purchase package.)

See Reverse Side for Instructions

EXHIBIT 1-3

U.S. SMALL BUSINESS ADMINISTRATION
Lender's Transcript of Account

Name of Borrower: William A Bookout DBA Oceano Nursery		Loan Number: 664-196-4009
Name of Lender: Pacific Capital Bank, N.A.	Amount of Loan: \$450,000.00	Int. Day Basis: ACT/365

Repayment Terms as Stated in the Note:
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 Payments must be made on the same day as the date of this Note in the months they are due

DATE	AMOUNT DISBURSED	AMOUNT REPAID	APPLICATION OF PAYMENT		INT RATE	INTEREST PAID		PRINCIPAL BALANCE
			PRINCIPAL	INTEREST		FROM	TO	
06/30/09	\$0.00	\$4,121.06	\$2,797.86	\$1,323.20	6.0000%	06/10/09	06/30/09	\$399,675.72
07/02/09	\$0.00	\$4,121.06	\$3,989.66	\$131.40	6.0000%	06/30/09	07/02/09	\$395,686.06
09/01/09	\$0.00	\$4,121.06	\$153.35	\$3,967.71	0.0000%	07/02/09	09/01/09	\$395,532.71
10/05/09	\$0.00	\$4,121.06	\$1,910.42	\$2,210.64	0.0000%	09/01/09	10/05/09	\$393,622.29
11/13/09	\$0.00	\$4,121.06	\$1,597.56	\$2,523.50	0.0000%	10/05/09	11/13/09	\$392,024.73
12/31/09	\$0.00	\$4,121.06	\$1,027.82	\$3,093.24	0.0000%	11/13/09	12/31/09	\$390,996.91
01/26/10	Loan Defaulted.							

I Certify this to be a True Copy of Transcript of Account.		Date
Signature <i>Sandra Sheffield</i>	Vice President	August 29, 2011
Sandra Sheffield	Title	

Duplicate of SBA Form 1149 (3-00)
REF SOP 6050
Previous Editions Obsolete
(This form is a necessary part of the
SBA GUARANTY purchase package.)

See Reverse Side for Instructions

EXHIBIT 1-4



Comptroller of the Currency
Administrator of National Banks

August 30, 2011

William A Bookout
470 Price Street
Pismo Beach CA 93449

Re: Case#: 01672308

SANTA BARBARA BANK & TRUST, NATIONAL ASSOCIATION

Dear Mr. Bookout:

This letter responds to your latest correspondence regarding your complaint against the above bank. We contacted the bank again and have confirmed that you are currently not in litigation. You question the bank's application of a \$22,274 payment to your outstanding loan. I have reviewed your original complaint and responses provided by the bank to gain clarification of your issue.

Your complaint involves the application of funds related to your small business loan. On June 30, 2007, you signed Forbearance and Workout Agreement with the bank which required you to deposit \$48,199.46 into a suspense account held at the bank. The funds were to be distributed as follows: \$22,274 to pay 5 of the earliest past-due monthly payments (May 2006 – September 2006) with the remaining funds to pay various expenses associated with perfecting liens, attorney's fees, etc. The bank states the \$22,274 was applied to reduce your principal loan balance.

As your dispute with the bank involves a business loan and therefore is governed by the contract signed between you and the bank, consumer compliance laws do not apply. If you feel the bank did not appropriately apply funds in accordance with the agreement you signed, we can only suggest that you seek legal counsel.

The Customer Assistance Group's consumer complaint process is a service that is provided to customers of national banks and federal savings associations (thrifts). Information provided within this letter is specifically related to an individual consumer complaint and should not be construed as either a legal opinion of the OCC or a supervisory action. If you are not satisfied with the resolution of your complaint, you may wish to consult legal counsel so as to preserve your rights.

Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050
Phone: (800) 613-6743, FAX: (713) 336-4301
Internet Address: www.helpwithmybank.gov

The information you provided is made available to our bank supervision staff for use during their regularly scheduled examinations of the bank. We regret that we are unable to assist you further with this matter. Our investigation of your complaint has concluded and this letter represents our final response.

Sincerely,

Sharon Gilstrap

Appeals Program Manager

The Customer Assistance Group's consumer complaint process is a service that is provided to customers of national banks and federal savings associations (thrifts). Information provided within this letter is specifically related to an individual consumer complaint and should not be construed as either a legal opinion of the OCC or a supervisory action. If you are not satisfied with the resolution of your complaint, you may wish to consult legal counsel so as to preserve your rights.

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Internet Address: www.helpwithmybank.gov



Comptroller of the Currency
Administrator of National Banks

June 30, 2011

William A Bookout
470 Price Street
Pismo Beach CA 93449

Re: Case# 01394465

SANTA BARBARA BANK & TRUST, NATIONAL ASSOCIATION

Dear Mr. Bookout:

The Customer Assistance Group (CAG) has completed its review of your complaint regarding the above referenced bank. The focus of CAG's review of consumer complaints against national banks is to determine whether the banks' actions are consistent with banking statutes, regulations or any policies that are applicable to nationally chartered banking institutions. Our conclusion is:

The bank advised that no payments were received during the year of 2010, and the payment due for January 2011 has not been made. Bank records show that the delinquent payments for 2010 excluding late fees and costs were nearly \$50,000.00.

Previously the bank agreed to a forbearance agreement, which deferred ten delinquent payments. However, you defaulted on the payments under the agreement. The bank noted that they have a junior lien on your single family residence. They have no control over the senior lender's foreclosure efforts. The bank explained that they granted you time to sell one of your commercial properties which secured your loan. In December 2010, they notified you that you were in default under the agreement because the property had not been sold. As a result, the bank commenced foreclosure proceedings against two commercial properties. In regards costs charged to your loan, the bank stated that they are entitled to do an investigation of its collateral position under the terms of the loan documents. Moreover, the results of the investigation are for the bank's internal use and are not provided to the borrower. However, they may be used in judicial proceedings.

Concerning your issue that principal payments were not applied to your loan, the bank advised that they will apply each payment first to pay interest accrued to the day the lender receives the

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Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050
Phone: (800) 613-6743, FAX: (713) 336-4301
Internet Address: www.HelpWithMyBank.gov

payment. Additional monies will be applied to bring the principal balance current and then applied to fees. If there are remaining funds, the funds are utilized to reduce the principal balance. They noted that funds received in July 2007 totaling \$22,274.46 were applied to your accrued and unpaid interest that totaled \$54,922.70. Bank records show that funds received in September 2008 were split between the principal and interest since the amount received satisfied the interest accrued and unpaid through September 29, 2008. On July 12, 2007, the bank applied an extra payment of \$878.94 to the accrued and unpaid interest that totaled \$33,062.51 as of that date. They noted that additional monies received on July 17, 2007, July 20, 2007, May 20, 2008, July 30, 2008, September 2, 2008, September 30, 2008, November 3, 2008, December 3, 2008, and January 12, 2009 were applied to the accrued and unpaid interest balance.

The bank confirmed that principal paid is not reported to the Internal Revenue Service (IRS) as mentioned in your complaint. They advised that \$53,358.70 in interest paid was reported to the IRS for 2007. They explained that there was an internal system adjustment as a result of the rate change to 6% as part of the forbearance agreement.

In March 2011, the bank retained new counsel, Ms. Diana J. Lee. They advised that you agreed to certain conditions pending mediation, including a stay on the bank's pending foreclosure proceedings. After the mediation was scheduled for April 7, 2011, the bank advised that you refused to attend unless demands for information were not met in advance. The mediation was rescheduled and occurred on April 27, 2011. Bank records show that they filed a request for a Restraining Order with the Santa Barbara County Superior Court against you on June 3, 2011.

As your difficulty with the bank was in mediation and is the subject of litigation, it is inappropriate for the Office of the Comptroller of the Currency (OCC) to intervene in this case. Our office examines national banks to ensure their compliance with specific statutes within our delegated authority. However, where a clearly defined civil dispute develops, an agency such as the OCC would be acting beyond its authority in acting as a trier of fact or adjudicator of civil disputes. Further, we are not authorized to review the merits of the judicial decision ultimately reached.

If the resolution failed to address your complaint, you may submit a written appeal request to CAG Management. Your request should state that it is an appeal, and identify all relevant or new facts that you believe were not considered in this review. If you have additional questions or need more guidance, please refer to www.HelpWithMyBank.gov.

Thank you for bringing this matter to our attention.

Sincerely,

Customer Assistance Group

The Customer Assistance Group's consumer complaint process is a service that is provided to customers of national banks. Information provided within this letter is specifically related to an individual consumer complaint and should not be construed as either a legal opinion of the OCC or a supervisory action. If you are not satisfied with resolution of your complaint, you may wish to consult legal counsel so as to preserve your rights.

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Internet Address: www.HelpWithMyBank.gov



Comptroller of the Currency
Administrator of National Banks

July 16, 2008

William A. Bookout
470 Price Street
Pismo Beach CA 93449

Re: Case# 770567
PACIFIC CAPITAL BANK, NATIONAL ASSOCIATION

Dear Mr. Bookout:

The Office of the Comptroller of the Currency (OCC) is responding to your letter regarding the above-mentioned bank, which we received from the Federal Reserve Bank (FRB). The focus of the OCC's review of consumer complaints against national banks is to determine whether the banks' actions are consistent with banking statutes, regulations or any policies that are applicable to nationally chartered banking institutions.

In your correspondence with this agency, you expressed concern in regards to the payment processing of your business loan. You indicated that the bank was not applying your payments correctly.

The OCC contacted the bank, which responded to us regarding your concerns. The bank advised a forbearance agreement was executed on June 30, 2007. This agreement included an expense account that was to be created at the bank, under the bank's control, in the amount of \$48,199.46. These funds were to allow the bank to disburse \$22,274.46 to pay towards the monthly principal and interest payments owing on the Note for the earliest five past due monthly payments (May 2006, June 2006, July 2007 and August 2006). The remaining \$25,929.00 was transferred to the expense holding account. The bank provided a detail of the disbursements from this account as follows:

Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050
Phone: (800) 613-6743, FAX: (713) 336-4301
Internet Address: www.HelpWithMyBank.gov

Expense Holding Account - #101591626

7/03/2007	Borrower Deposit	\$25,929.00	\$25,929.00
06/22/2007	Phase I - 470 Price St.	1,900.00	24,029.00
06/22/2007	Phase I - 1341 Pose Robies	1,900.00	22,129.00
07/06/2007	Attorney Fees	875.00	21,254.00
07/11/2007	Broker's Opinion of Value	200.00	21,054.00
07/11/2007	Tax Service	65.00	20,989.00
07/11/2007	Flood Certification	25.00	20,964.00
07/11/2007	Title Charges	556.00	20,408.00
07/11/2007	Appraisal Fee - 470 Price St.	2,500.00	17,908.00
07/11/2007	Appraisal Fee - 1341 Posa Robies	3,000.00	14,908.00
07/11/2007	Foreclosure fees to date	6,905.54	8,002.46
07/30/2007	Appraisal Fee - personal Property	2,000.00	6,002.46
08/09/2007	Attorney Fees through 06/30/2007	4,861.67	1,140.79
08/22/2007	Attorney Fees through 07/31/2007	1,078.45	62.34
09/13/2007	Attorney Fees through 08/31/2007	850.00	(787.66)
09/25/2007	Borrower Deposit	518.88	(268.78)
10/01/2007	Attorney Fees through 09/30/2007	25.00	(293.78)
	Holdback Funds		0.00
	Amount due from Borrower		(293.78)

As stated in the forbearance agreement you were in default on the principal and interest payments on the Note for May 2006 and the 13 months thereafter. You provided the bank with additional collateral to allow the forbearance agreement to be obtained. Included in the forbearance agreement it states, should any party engage an attorney for the purpose of enforcing or construing this agreement, or any judgment based on this agreement, in connection with any legal proceeding whatsoever, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all fees. Therefore, the bank has assessed the attorney fees to your loan.

In your correspondence, you mentioned of payments in the amount of \$518.88 and \$6,000.00. As you will see above, the bank applied those amounts to the fees that were assessed to the account as the forbearance agreement stated could be done.

When consumers and creditors enter into credit card agreements, each party has certain responsibilities. The responsibility of the creditor is to extend credit up to the credit limit and to provide accurate and timely billing information. The consumer is responsible for making timely payments on the account. When payments are not made in the manner agreed upon, the account

is in default and the creditor may exercise its legal right to obtain repayment, including filing suit against the consumer. Although many creditors attempt to work with consumers who are experiencing financial difficulties by establishing alternative payment plans, creditors are not required to do so.

This dispute involves contractual issues. The forbearance agreement states, should any party engage an attorney for the purpose of enforcing or construing this agreement, or any judgment based on this agreement, in connection with any legal proceeding whatsoever, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all fees. In addition, the forbearance agreement includes that the bank may terminate the agreement in the event of default on the loan. The OCC cannot resolve contractual disputes between national banks and their customers. Where a clearly defined civil dispute develops, an agency such as the OCC would be acting beyond its authority as a trier of fact or adjudicator of civil disputes. Our office examines national banks to ensure compliance with applicable laws. Information gathered from this complaint will be made available to the national bank examiners for their use in supervision of the bank.

The Customer Assistance Group's consumer complaint process is a service that is provided to customers of national banks. Information provided within this letter is specifically related to an individual consumer complaint and should not be construed as either a legal opinion of the OCC or a supervisory action. If you are not satisfied with resolution of your complaint, you may wish to consult legal counsel so as to preserve your rights.

Although we understand this matter may not have resulted in your satisfaction, we are pleased that we could be of assistance. Should you have future questions or concerns involving a national bank, please feel free to contact this agency once again.

Sincerely,

Debra Baker

Customer Assistance Group
Customer Service Manager

Stephens and Associates

May 02, 2015

Bill Bookout
Owner
Pismo Beach Surf & Dive Shop
470 Price St.
Pismo Beach, CA 93449

Dear Mr. Bookout:

A letter dated April 13, 2015 was sent from my firm to you laying out discrepancies we found in your SBA loan. Since that date, through correspondence by phone and email, you requested 2 items in addition to the letter being sent to you on this date. As we understand, these items are as follows:

1. You state, that as of the forbearance agreement of July 6, 2007, a re-amortization of your SBA loan was called for. You want to know what your payment should have been on that date.
2. You state that, according to the forbearance and workout agreement of July 6, 2007, your SBA loan should have been re-amortized on the first day of each subsequent year. You want to know what your payment should have been in each of those years.

The answers are as follows:

1. As stated in the April 13, 2015 letter from our office, "First it should be noted that amortization schedules show a daily detail effect of amounts and timing of fees and loan payments on a fixed rate loan. A financial institution's computer system may output slightly different results based on how that system has been programmed to calculate, especially when interest rates change. As such, a few dollars, or percentage either way is usual. As with any utility tool like an amortization schedule, the buyer should validate it before using it to make decisions."

With that in mind, on July 2007, there was 172 months left in the loan cycle (13 full years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019 & 2020=13x12 months=156 months, adding 6 months for July through December in 2007 and 10 months for January through October in 2021 you get a total of 156+6+10=172). At this calculation, starting in July 2007 the monthly payment should have been \$3,930.47.

2. With a re-amortization on the first day of each subsequent year, and taking into account payments and interest charged on a per day basis, the breakdown is as follows (backup is attached):

2008	2009	2010	2011	2012	2013	2014
\$3894.91	\$3932.70	\$3907.28	\$4404.74	\$4914.10	\$3308.13	\$3312.03

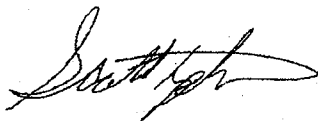
EXHIBIT 1-39

So in conclusion, along with the letter sent by our firm to you on April 13, 2015, it appears, in our opinion that Union Bank made some accounting and/or clerical errors.

1. The re-amortization on the first day of each subsequent year following the forbearance and workout agreement of July 6, 2007 was not done by Union Bank, as shown above and in attached documentation.
2. As, stated the the April 13, 2015 letter, the \$45,171.20 added to your loan is incorrect. That amount was never removed from the loan amount. It was re-amortized back into your loan, and used for calculating compounded interest. If it was therefore, never set aside in the loan calculations, it cannot be added again back into the loan at a later date. There is no way this account can be reconciled as there is no debit to balance this credit to your account.

We hope this answers your questions and as always, if you have any more questions, please call us at 805.665.3730.

Sincerely,



Scott Stephens

Stephens & Associates

EXHIBIT 1-40

From: Robert Forouzandeh [mailto:rforouzandeh@rppmh.com]
Sent: Thursday, May 14, 2015 3:35 PM
To: Richard Rossi
Subject: RE: Bookout Accounting

Richard,

There was one typo in my email below. In paragraph 3, I stated that the \$22,274.46 constituted 4 of the 10 deferred payments. This sentence should have stated 5 of the 10 deferred payments instead.

Robert

From: Robert Forouzandeh
Sent: Thursday, May 14, 2015 2:00 PM
To: 'Richard Rossi'
Subject: RE: Bookout Accounting

Mr. Rossi,

We have reviewed Mr. Stephens' letters dated April 13, 2015 and May 2, 2015. Union Bank disagrees with Mr. Stephens' assertions set forth therein and stands by its previously stated position that Mr. Bookout's loan has been handled properly. I have communicated this position to Mr. Bookout repeatedly over the past several years and I would direct your attention to any number of those correspondences.

I note that Mr. Stephens' letters appear to be based on an incomplete knowledge of the facts surrounding Mr. Bookout's loan. In his April 13, 2015 letter, he fails to take into consideration the fact that Union Bank provided Mr. Bookout with a Forbearance Agreement, which resulted in Mr. Bookout's loan being re-calculated. Mr. Stephens also fails to take into account that the Forbearance Agreement was subsequently rescinded due to Mr. Bookout's default of it which resulted in Mr. Bookout's loan being re-calculated a second time. Mr. Stephens' lack of knowledge on this issue is demonstrated in his April 13, 2015 letter when he states that in "July 2007 PCB deferred 10 payments...You made payments totaling \$22,274.46. A balance of \$45,171.20 remained, which PCB...re-amortized, leaving this as a total to still be paid over the life of the loan." (emphasis in original) Mr. Stephens seems to imply that this was unusual, but this is exactly what the Forbearance Agreement called for and is how those deferred payments were treated while that agreement was in effect. When Mr. Bookout defaulted and the Forbearance Agreement was rescinded, his loan was re-calculated, stripping it of all benefits that had been previously conferred by the Forbearance Agreement (per its terms).

One of the benefits that was stripped upon rescission was the manner in which the \$22,274.46 payment made in July 2007 was applied. During the time the Forbearance Agreement was in place, that payment was applied towards the entirety of past due principle and interest on 4 of the 10 deferred payments. When the Forbearance Agreement was rescinded, the entire \$22,274.46 was re-calculated to have been applied only to past due interest, per the terms of the original loan. As of July 2007, Mr. Bookout's past due interest balance was well in excess of \$22,274.46 due to his failure to make 10 consecutive loan payments.

In his May 2, 2015 letter, Mr. Stephens makes reference to the Forbearance Agreement, but it is not clear how much he was told about its contents. More importantly, Mr. Stephens still fails to address the fact that the Forbearance Agreement was rescinded due to Mr. Bookout's default of it. Mr. Stephens' failure to account for the rescission of the Forbearance Agreement explains his confusion with regard to the \$45,171.20 past-due amount from 2007. During the time the Forbearance Agreement was in effect, the \$45,171.20 was re-amortized into the loan, per the Forbearance Agreement, and when it was rescinded, the \$45,171.20 was re-calculated and treated as it had been originally been, as past due interest and principal. The past due interest amounts were subsequently brought current with the proceeds of the trustee sale for the Oceano property. Mr. Stephens' failure to account for the rescission of the Forbearance Agreement also explains the incorrect monthly payment amounts he alludes to in that letter.

I trust that this answers your inquiry. If you have any questions please do not hesitate to contact me to discuss further.

Robert B. Forouzandeh
Attorney at Law
Reicker, Pfau, Pyle & McRoy LLP
1421 State Street, Suite B
Santa Barbara, CA 93101

Tel: 805-966-2440
Fax: 805-966-3320
E-mail: rforouzandeh@rppmh.com
Website: www.reickerpfau.com

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EXHIBIT 1-42

Subject: Bookout
From: Robert Forouzandeh (rforouzandeh@rppmh.com)
To: sanschromo@yahoo.com;
Cc: mjbarbeau@rppmh.com; kgrant@silcom.com; dlee@rppmh.com;
Date: Monday, February 27, 2012 5:44 PM

Chris,

The Oceano property sold at the trustee sale for \$189,000. Of that amount \$131,323.83 was applied to Mr. Bookout's past-due principal and interest on the loan (as specified in the Proof of Claim). That leaves \$57,676.17 of the trustee sale proceeds to be applied to pay off the attorneys fees and costs incurred by SBBT as a result of Mr. Bookout's default. As you mentioned, SBBT is entitled to credit its attorneys fees and costs incurred as a result of Mr. Bookout's default against the proceeds obtained from the trustee sale. My firm's fees and costs which have been incurred since early 2011 are in excess of \$58,700. This amount does not factor in the fees and costs incurred by Ms. Grant. Although our bill reflects a significant sum, it was driven exclusively by Mr. Bookout's own conduct. As you know Mr. Bookout has a propensity to drive up attorneys fees and costs through his repetitive email and telephone bombardment practices. Had Mr. Bookout not defaulted on the loan and then compounded the problem with his frivolous conduct the majority of these fees would not have been incurred.

Both the full amount of my office's fees and costs along with Ms. Grant's fees and costs must be paid in order to cure the current and ongoing default by Mr. Bookout on the loan. Nonetheless, as a gesture of good faith, SBBT has decided to rescind the Notice of Default on the Pismo Beach property, while reserving the right to seek payment for the remainder of the attorneys fees and costs SBBT incurred as a result of the default. The rescission of the Notice of Default should be completed this week. Due to the fact that the attorneys fees and costs exceed the remaining amount of the trustee sale proceeds, there will be no additional principal pay down on Mr. Bookout's loan, other than the \$131,323.83 amount set forth above.

Accordingly, Mr. Bookout's loan will be re-calculated and re-amortized as follows, with SBBT reserving the right to add the remaining unpaid attorneys fees and costs it incurred pursuant to Mr. Bookout's default:

\$434,589.19 (this was the total amount of principal and interest due including deferred payments and past due amounts as reflected in SBBT's proof of claim)

-
\$5,642.49 (reduction of loan principal as a result of post bankruptcy petition payments made by Mr. Bookout)

-
\$131,323.83 (past due interest and principal amount credited from trustee sale proceeds)

=
\$297,622.87

With 116 payments remaining on the note (with the first being due on March 6, 2012) at an interest rate of 5.25%, this yields a monthly payment amount of \$3,277.21.

I will be providing you with a revised monthly statement for March which reflects these figures shortly.

Please let me know if you have any questions and when you anticipate that Mr. Bookout will be dismissing his bankruptcy petition as you previously indicated that he would be doing once the loan was re-calculated with a lower monthly payment.

Robert B. Forouzandeh

Karen Grant

From: "Robert Forouzandeh" <rforouzandeh@rppmh.com>
To: "Chris Gautschi" <sanschromo@yahoo.com>
Cc: "Mary Jo Barbeau" <mjbarbeau@rppmh.com>
Sent: Tuesday, February 21, 2012 3:08 PM
Subject: Bookout Oceano Property Sale

Chris,

The Oceano property is confirmed for the trustee sale tomorrow. The minimum bid price is going to be \$189,000. This number is based on taking the appraised price of \$265,000 - \$26,500 (10% standard deduction by the bank on all foreclosures) - \$9,274 for delinquent taxes - \$39,750 for demolition and repair due to the extremely poor condition of the structures on the property. There were no identifiable environmental issues so no deductions were necessary for that.

Let me know if you have any questions.

Robert B. Forouzandeh
Attorney at Law
Reicker, Pfau, Pyle & McRoy LLP
1421 State Street, Suite B
Santa Barbara, CA 93101

Tel: 805-966-2440
Fax: 805-966-3320
E-mail: rforouzandeh@rppmh.com
Website: www.reickerpfau.com

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EXHIBIT A-22

EXHIBIT 16-52

3/15/2012