77.5		
1	GRAHAM E. BERRY, Bar No.128503 Attorney at Law	
2	3384 McLaughlin Avenue Los Angeles, California 90066-2005 Telephone: (310) 745-3771 Facsimile: (310) 745-3771	
3	Facsimile: (310) 745-3771 Email: grahamberry@ca.rr.com	
4	Defendant and Cross-Complainant pro se	
5		
6		
7		
8	SUPERIOR COURT, OF T	HE STATE OF CALIFORNIA
9	COUNTY OF	LOS ANGELES
10	CENTRA	L DISTRICT
11		3 °
12	KENDRICK MOXON	) Case No. BC429217
13	Plaintiff, v.	
14	GRAHAM BERRY,	) DEFENDANT AND CROSS-
15	Defendants.	OF EXHIBITS AND REQUEST FOR  JUDICIAL NOTICE FILED AS PART OF
16 17	GRAHAM E. BERRY, an individual;	THE UNVERIFIED ANSWER AND VERIFIED COMPULSARY CROSS- COMPLAINT HEREIN.
18	Cross-Complainant, v.	) Action filed: January 5, 2010
19	KENDRICK L. MOXON, an individual;	
20	Cross-Defendant.	<ul> <li>[Filed concurrently with: (1) Judicial Council of California Form MC-701 (C.C.P. §391.7;</li> <li>(2) Appendix No. I of Exhibits [Exhibit A];</li> <li>(4) Appendix No. III of Exhibits [Exhibits E-J]; Unverified answer and verified cross-</li> </ul>
21		(4) Appendix No. III of Exhibits [Exhibits]
22		complaint]
23		
24		Ex C (19)-(27)
25		
26		
27		
28	8	

**EXHIBIT "19"** 

**EXHIBIT** "19"

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EXHIBIT "20"

EXHIBIT "20"

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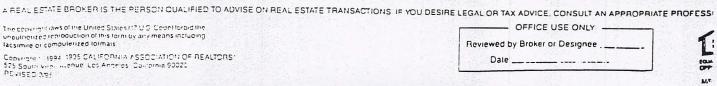
	PALM SPRINGS	Californ	nia	JULY 27		199
	VAN LUPU -					Landlord a
	KENDRICK MOXON AND OCCUPANT	ROBERT	CIPRIANO		Te	enant, agree as follow
1.	PROPERTY: Landlord rents to Tenant and Tenant re 280 S. AVENIDA CABALLERO	5 #236	AKA CAI	BALLEROS ES	rements describ	ed as:
			ss or other descript			
	PALM SPRINGS, CA 92262, RIV (City, County, State	3)	COUNTY	("Pren	nises"). The follo	owing personal prope
	is included: <u>COMPLETELY FURNISH</u>	F.D.				
2.	RENT; TERM: Tenant agrees to pay rent monthly, at	the rate of \$_	500.00	, in adv	ance, on the	nencement Date"), as
	of each calendar month. The term begins on	ated by either	party, by giving			
	termination date; cr. February 28		. 199	9 . with a total rent	015 3,500	0.00 mont
	installments as above; or, \$1,060.00 C. Security Deposit \$525.00	Prior	to occupa	incy repres	enting Re	ent \$500.00,
3.	LATE CHARGE: Tenant acknowledges that late pay					
4.	are extremely difficult and impractical to determine. The charges that may be imposed on Landlord by terms of an of notices. Therefore, if any installment of rent due from shall pay to Landlord an additional sum of $\$\_25\_0$ . Tenant agree that this late charge represents a fair and ready late charge due shall be paid with the current inside to any default of Tenant, or prevent Landlord from a PAYMENT: The rent shall be paid to $Palm$ Spr	Tenant is not  O  easonable est  stallment of re	d by the Premisi received by Lan as a late c imate of the costent. Landlord's y other rights are ntal Age	es, costs for addition dlord within5_ harge which shall to s that Landlord may acceptance of any	cal attempts to col calendar da be deemed addit incur by reason of late charge shal	lect rent, and preparat lys after date due, Ten ional rent. Landlord a of Tenant's fate paymen I not constitute a wai and as provided by li
	225 S. Civic Drive #7, Pal	m Sprin	(Name)			
		(Address, Cit	y, State, Zip Code)			
5.	at any other location specified by Landlord.  SECURITY DEPOSIT: \$ 525.00 + \$35.00 security deposit reasonably necessary to: (a) cure Tena by Tenant, or by a guest or a licensee of Tenant; (c) clean property or appurtenances excluding ordinary wear as	ant's default in the Premises	n payment of ren s, if necessary, u	t, late charges or ot pon termination of t	ner sums due; (b) enancy; and (d) re	repair damages caus eplace or return persor
	within five days after written notice delivered to Tenant in shall furnish to Tenant an itemized written statement of and shall return any remaining portion of the security will be handled directly between Landlord and Tenant and Tenant each indemnify and release any broker from	n person or by the basis for, to Tenant. The and will not i	y mail. No later to and the amoun he return of the involve any brok	nan three weeks aft t of, any security red security deposit at ker who releases th	er Tenant vacates ceived and the di the end of the te security depos	s the Premises, Landlo sposition of the secur mancy, if otherwise do
6.	UTILITIES: Tenant agrees to pay for all utilities Electric, T.V.Cable & Telep	and services hone. Te	s based upon enant wil	occupancy of the	Premises, and d Telephor	ne number an
	Water, trash (HOA pays ga	lebartur	e.Cable	TANK TERROR STATE OF THE PARTY		Owners name
	(Specify exceptions or write			which sha	all be paid for by	Landlord. If any utilit
	are not separately metered. Tenant shall pay Tenant's	s proportiona	I share thereof	as reasonably dete	ermined by Land	lord.
7.	CONDITION: Tenant has examined the Premises, all Tenant acknowledges that those items are clean and	Il furniture, fu I in operative	rnishings, and a	appliances, if any, a	and fixtures, inclu	iding smoke detector
8.	Shall be in writing & deliver OCCUPANTS: The Premises are for the sole use a Robert Cipriano	s a personal	residence by the	ININ SEVEN he following named		
9.	PETS: No animal or pet shall be kept on or about the	e Premises v	without Landlor	d's prior written co	nsent, except	
10.	LIQUID-FILLED FURNITURE: Tenant shall not use	or have liqui	d-filled furniture	on the Premises un	less Tenant first r	rives proof of complian
	to Landlord's reasonable satisfaction, including incre	eased securit	y deposit, unde	r Civil Code section	n 1940.5.	, 13 p. 55. 5. 50. 10.
11	BULES/REGULATIONS: Tunant acrees to comply	عبده الم بالنبيد				

11. RULES/REGULATIONS: Tenant agrees to comply with all covenants, conditions and restrictions, bylaws, rules, regulations, and decisic of owners' association, or Landlord, which are at any time posted on the Premises or delivered to Tenant. Tenant shall pay any fines or charge imposed by owners' association, or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant. Tenant shall not, a shall ensure that guests and incensees of Tenant shall not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbor or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit druct other contrabancy or violate any law or ordinance, or commit waste or a nuisance upon or about the Premises.

2.	RENT. TERM: Tenant agrees to pay 50 nthly, at the rate of \$ 500.00 , in advance, on the 281H of ear 14 spdar month. The term beg on JULY 28TH , 19 98 ("Commencement Date"), a
	A month-to-month tenancy, which may be terminated by either party, by giving written notice to the other at least 30 days prior to the intended of the other at least 30 days prior to the intended of the other at least 30 days prior to the intended of the other at least 30 days prior to the intended of the other at least 30 days prior to the intended of the other at least 30 days prior to the intended of the other at least 30 days prior to the intended of the other at least 30 days prior to the intended of the other at least 30 days prior to the intended of the other at least 30 days prior to the intended of the other at least 30 days prior to the intended of the other at least 30 days prior to the intended of the other at least 30 days prior to the intended of the other at least 30 days prior to the intended of the other at least 30 days prior to the intended of the other at least 30 days prior to the other at least
	term nation date: or
	E case ending February 28
	rstalments as above; or, \$1,060.00 Prior to occupancy representing Rent \$500.00, © Security Deposit \$525.00, Gate Geni Deposit \$35.00.
3.	LATE CHARGE: Tenant acknowledges that late payment of rent may cause Landlord to incur costs and expenses, the exact amount of wh
	are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing and accounting expenses, charges that may be imposed on Landlord by terms of any loan secured by the Premises, costs for additional attempts to collect rent, and prepara of notices. Therefore, if any installment of rent due from Tenant is not received by Landlord within5 calendar days after date due. Tenant agree that this late charge represents a fair and reasonable estimate of the costs that Landlord may incur by reason of Tenant's late payme. Any late charge due shall be paid with the current installment of rent. Landlord's acceptance of any late charge shall not constitute a walk to any default of Tenant, or prevent Landlord from exercising any other rights and remedies under this Agreement, and as provided by
۵	PAYMENT: The rent shall be paid to Palm Springs Rental Agency
9	(Name)
	235 S. Civic Drive #7, Palm Springs, CA 92262
	(Address, City, State, Zip Code)
	at any other location specified by Landlord.  SECURITY DEPOSIT: \$\frac{525.00+ \\$35.00}{50.00+ \\$35.00}\$ shall be given by Tenant as a security deposit. Landlord may use all or any portion of
5.	security deposit reasonably necessary to: (a) cure Tenant's default in payment of rent, late charges or other sums due; (b) repair damages cau by Tenant, or by a guest or a licensee of Tenant; (c) clean the Premises, if necessary, upon termination of tenancy; and (d) replace or return person property or appurtenances, excluding ordinary wear and tear. If used during the tenancy, Tenant agrees to reinstate the total security deposition five days after written notice delivered to Tenant in person or by mail. No later than three weeks after Tenant vacates the Premises, Landshall furnish to Tenant an itemized written statement of the basis for, and the amount of, any security received and the disposition of the securate and shall return any remaining portion of the security to Tenant. The return of the security deposit at the end of the tenancy, if otherwise of
	will be handled directly between Landlord and Tenant and will not involve any broker who releases the security deposit to Landlord. Landlord and Tenant and will not involve any broker who releases the security deposit to Landlord. Landlord and Tenant and will not involve any broker who releases the security deposit to Landlord.
6.	and Tenant each indemnily and release any broker from any liability relating to return of the security deposit.  UTILITIES: Tenant agrees to pay for all utilities and services based upon occupancy of the Premises, and the following charge Electric, T.V.Cable & Telephone. Tenant will superceed Telephone number are
	release back to Owner upon departure. Cable will also remain in Owners names  Water, trash (HOA pays gas) which shall be paid for by Landlord. If any utility (Specify exceptions or write "none")
	are not separately metered. Tenant shall pay Tenant's proportional share thereof as reasonably determined by Landlord.
7.	CONDITION: Tenant has examined the Premises, all furniture, furnishings, and appliances, if any, and fixtures, including smoke detecto
	Tenant acknowledges that those items are clean and in operative condition, with the following exceptions: Any except ions
	shall be in writing & delivered to Agency within seven days
8.	OCCUPANTS: The Premises are for the sole use as a personal residence by the following named persons only:
9.	PETS: No animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except
	None
10.	LIQUID-FILLED FURNITURE: Tenant snall not use or have liquid-filled furniture on the Piemises unless Tenant first gives proof of complia
	to Landlord's reasonable satisfaction, including increased security deposit, under Civil Code section 1940.5
11.	RULES/REGULATIONS: Tenant agrees to comply with all covenants, conditions and restrictions, bylaws, rules, regulations, and decisions and restrictions, bylaws, rules, regulations, and decisions are conditions and restrictions, bylaws, rules, regulations, and decisions, and decisions are conditions and restrictions.
	of owners' association, or Landford, which are at any time posted on the Premises or delivered to Tenant. Tenant shall pay any fines or char
	imposed by owners' association, or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant. Tenant shall not, shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors and licensees of Tenant shall not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors.
	or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit di
	or other contraband, or violate any law or ordinance, or commit waste or a nuisance upon or about the Premises.
	Landiord and Tenant acknowledge receipt of copy of this page, which constitutes Page 1 of Pages.
	Landlord's Initials () () Tenant's Initials () ()
	S STANDARDIZED DOCUMENT HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS! (C.A.R.) IN FORM ONLY NO REPRESENTATION IS MADE AS TO THE APPROVED THE FORM OF ANY SUPPLEMENTS NOT CURRENTLY PUBLISHED BY C.A.R. OR THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION, IT SIZE USED WITH EXTENSIVE RIDERS OR ADDITIONS

The convegetiaws of the United States (17 U.S. Coort forbid the unputtionated corroduction of this form by any means including lacsimile or compulerized formats. Copyright - 1994 1995 CALIFORNIA ASSOCIATION OF REALTORS: 575 South Vingo Allenue Los Anderes Cauternia 90021 PEVISED 395

- OFFICE USE ONLY -Reviewed by Broker or Designee . \_\_\_\_



a ir	ppliances, and all electrical, gas, and plun — g fixtures, and shall keep them as clean and . Aug as their condition permits. Tenant shall need them as clean and . Tenant, or the guests or invitees of Tenant, and the guests or invitees of Tenant.
e ع 4	xcluding ordinary wear and tear. Tenant's personal property is not insured by Landlord. LTERATIONS: Tenant shall not paint, wallpaper, add or change locks, or make any other alterations to the Premises without Landlord's prior
v	ritten consent. Tenant acknowledges receipt of:
Ĺ	1 setkey(s) to Premises. X one gate geni
	Key(s) to common area(s).
Γ	remote control device(s) for garage door opener(s).
1	enant may not re-key existing locks or opening devices unless Tenant immediately delivers copies of all keys to Landlord. Tenant shall pay all osts related to loss of any keys or devices, including charges imposed by any owners' association.
4. E	ENTRY: Tenant shall make the Premises available to Landlord, authorized agent, or representative, for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show the Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that four hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord, authorized agent, or representative may enter the Premises, it any time, without prior notice.
15. A	ASSIGNMENT/SUBLETTING: Tenant shall not let or sublet all or any part of the Premises, or assign this Agreement or any interest in it.
	any assignment, letting, or subletting that violates this paragraph shall be void. Landlord's acceptance of rent from a person other than the lamed Tenant shall not be a waiver of this paragraph.
16. F i F	POSSESSION: If Tenant abandons or vacates the Premises, Landlord may terminate this Agreement and regain lawful possession. If Landlord is unable to deliver possession of the Premises on the Commencement Date, the Commencement Date shall be extended to the date on which lossession is made available to Tenant. If Landlord is unable to deliver possession within 10 (or) calendar days after the agreed commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall receive a refund of all rent and security
	leposit paid. HOLDING OVER: Any holding over after the term of this Agreement expires, with Landlord's consent, shall create a month-to-month tenancy.
,	which may be terminated by either party, by giving-written notice to the other, at least 30 days prior to the intended termination date. Rent shall
	be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this Agreement shall remain in full force and effect.
	ATTORNEY'S FEES: In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's
	ees and costs.  WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
20. 1	NOTICE: Notices to Landlord or Manager may be served at 225 S. Civic Dr #7, Palm Springs, CA 92262
- 1	Notices to Tenant may be served at <u>280 S. Avenida Caballeros #236, Palm Springs, CA 92262</u>
! !	FENANCY STATEMENT (ESTOPPEL CERTIFICATE): Tenant shall execute and deliver a tenancy statement (estoppel certificate) submitted by Landlord, within 24 hours after receipt, acknowledging that this Agreement is unmodified and in full force, or in full force as modified, and stating the modifications. Failure to comply shall be deemed Tenant's acknowledgement that the certificate submitted by Landlord is true and
22.	correct and may be relied upon by a lender or purchaser. (C.A.R. Form TS-14 SHALL SATISFY THIS REQUIREMENT.)  JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible to
- 1	he performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually.
	SUPPLEMENTS/OTHER TERMS AND CONDITIONS: <u>A \$15.00 charge for returned checks.</u> Fireplace is not to be used. Security System is not connected. If Tenant
1	vants his name connected to the front gate the fee is \$35.00. The T.V.Cable
i	oill will remain in Owners name & Tenant will reimburse Owner upon receipt
	of monthly bill. Tenant can purchase other channels on the T.V. in his own name. At departure Tenant will release Telephone Number back to the Owner.
	The following ATTACHED supplements are incorporated in this Agreement:
	g 25 degree as morporated in this Agreement.
24.	FENANT REPRESENTATIONS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Tenant authorized
	andlord and Broker(s) to obtain Tenant's credit report at the time of the application and periodically during the tenancy, in connection with approval
6 / 1	nodification, or enforcement of this Agreement. Landford may cancel this Agreement, (a) before occupancy begins, upon disapproval of the
ا	credit report(s), or (b) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant' ecord may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement
.5. !	ENTIFIE CONTRACT: Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this Agreement which
;	constitutes the entire contract. It is intended as a final expression of the parties' agreement with respect to the general subject matter covered and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement
	constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial c
110	price proceeding, if any, involving this Agreement, the same and the s
	The following agency relationship(s) are hereby confirmed for this transaction:
	AGENCY CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:  Listing Agent: Palm Springs Rental Agency is the agent of (check one
(	Listing Agent: Palm Springs Rental Agency is the agent of (check one
- (	

	보이트를 보고하는 경영화를 잃어 보는 이 내는 그런 사람들이가 있는 그 모든 이 아이들이 되었다. 그는 그는 그는 그는 그를 모르는 그를 모르는 그를 모르는 그를 모르는 그를 모르는 그를 모르는 그 그 없다.
	or actual purchasers, lenants, mortgagees #15, appraisers, or community of the premises, written) shall be reasonable and sufficient tice. In an emergency, Landlord, authorized to the premises, or community of the premises.
15.	at any time, without prior notice.  ASSIGNMENT/SUBLETTING: Tenant shall not let or sublet all or any part of the Premises, or assign this Agreement or any interest in it.  Any assignment, letting, or subletting that violates this paragraph shall be void. Landlord's acceptance of rent from a person other than the
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	Agreement small remain in full force and effect.
18.	ATTORNEY'S FEES: In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's
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19.	WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.  NOTICE: Notices to Landlord or Manager may be served at 225 S. Civic Dr #7, Palm Springs, CA 92262
	Notices to Tenant may be served at 280 S. Avenida Caballeros #236, Palm Springs, CA 92202
21.	TENANCY STATEMENT (ESTOPPEL CERTIFICATE): Tenant shall execute and deliver a tenancy statement (estoppel certificate) submitted
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22	JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible to
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	Fireplace is not to be used. Security System is not connected. If Tenant wants his name connected to the front gate the fee is \$35.00. The T.V.Cable
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	of monthly hill. Tenant can purchase other channels on the T.V. in his own
	name. At departure Tenant will release Telephone Number back to the Owner.
	The following ATTACHED supplements are incorporated in this Agreement:
24	TENANT REPRESENTATIONS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Tenant authoriz-
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	modification, or enforcement of this Agreement. Landlord may cancel this Agreement, (a) before occupancy begins, upon disapproval of the control of the cont
	credit report(s), or (b) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenan record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreeme
25	ENTIRE CONTRACT: Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this Agreement whi
	constitutes the entire contract. It is intended as a final expression of the parties' agreement with respect to the general subject matter covere
	and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreeme
	constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial other proceeding, if any, involving this Agreement.
26	AGENCY CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:
	Listing Agent: is the agent of (check on
	(Print Firm Name)  The Landlord exclusively; or Doth the Tenant and Landlord.
	Leasing Agent:
	(Print Firm Name)
27	the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.
	. ACKNOWLEDGEMENT: The undersigned have read the foregoing prior to execution and acknowledge receipt of a copy.
	authorized agent)  Agent for:  Date 7/27/98  Tenant  Date
(or	authorized agent) Agent for:
Lar	odlord Van Ludu Date Tenant Low Lumm Date 7/7868
	authorized agent) Date 7/2478
	[2] [2] [4] [4] [4] [4] [4] [4] [4] [4] [4] [4
ا 5ال 5ال	OFFICE USE ONLY  OFFICE USE ONLY  Drim is available for use by the entire real estate industry. The use of principle of the control of the user as a REALTOR*. REALTOR.
	Reviewed by Broker or Designee

# EXHIBIT "21"

EXHIBIT "21"

Initial: M

Receipt	Date_	7/28/98	No. 03979
RECEIVED FROM / 1/1	iton x k	porin,	(S <sub>1060</sub> )
FOR RENT SET MOS	The Mark	1 x 100/100	ate aini
FROM July 29	50440 /	432 to lugusi	t 28, 1997
PAYMENT / 1/6/10 GC	cash.	Salm Spir	ng Kental agne
BALANCE DUE	money order	Fancy Za	echary (

Receipt,	Date_	7/28/98	No. 03980
RECEIVED FROM	Yourt Ci	prano	\$ 14 05
FOR RENT // 05	Den Dal	law kno	DOLLARS
FOR CALIFIC	e creek f	V Kindric	h Moser
FROM	x cash	Pi-tak	Cainer-
PAYMENT /4 100	money	By Manc	2 Backals
	order	7-7-	/ TC2701

EXHIBIT "22"

EXHIBIT "22"

Initial:

# CHANGE-OF-ADDRESS CONFIRMAT

nis letter is to confirm that the US Postal Service has received the following PERMANENT nange-of-Address Order from you. We will begin forwarding your mail to your NEW address the following START DATE you provided \_\_\_\_AUG 3, 1998\_\_\_\_\_.

### OLD ADDRESS

ROBERT JOHN CIPRIANO 1100 E RACQUET CLUB RD PALM SPRINGS CA 92262-2314

ew address for the following idividual only:

ail will be forwarded to the

OBERT JOHN CIPRIANO

# **NEW ADDRESS**

ROBERT JOHN CIPRIANO
280 S AVENIDA CABALLEROS APT 236
PALM SPRINGS CA 92262-6752

t is important for you to examine the above OLD and NEW address information. If any of no information is NOT correct or if you did NOT authorize this Change-of-Address Order, lease call the post office that serves your old address at (800) 275-8777 immediately.



# Common Questions and Answers About Moving

- What should I do if I am not yet receiving mail at my new address?
- A. If it is more than a week after the start date of your move and no mail has arrived, call your OLD POST OFFICE at (800) 275-8777. They may instruct you to call your NEW POST OFFICE, which can be reached at (800) 275-8777. Be sure to ask for the names of those helping you so you can call them back if necessary.
- Q. How should I let my friends, family members, magazine publishers, and business correspondents know of my new address?
- A. Usually, magazines and business correspondence contain cards or instructions to inform them of your new address and the date you will be moving. In addition, your local post office can supply you, free of charge, with postcards that you can use as a convenient way to notify anyone of your new address and the date of your move.
- Q. Do I need to register to vote?
- A. Yes, except for residents of North Dakota. Even previously registered voters need to reregister after they move (or if they change their last name). For information, see your local Supervisor of Elections at least 30 days before the next election.

Thank you for using the US Postal Service and for giving us the opportunity to serve you.

EXHIBIT "23"

EXHIBIT "23"

Initial:

MOXON & KOBRIN

ATTORNEYS AT LAW 6255 SUNSET BOULEVARD SUITE 2000

LOS ANGELES, CALIFORNIA 90028-6329 TELEPHONE (213) 993-4435 TELECOPIER (213) 993-4436

OF COUNSEL

AVA PAQUETTE
JEANNE M. GAVIGAN

ALSO ADMITTED IN
THE DISTRICT OF COLUMBIA

ALSO ADMITTED IN FLORIDA

KENDRICK L. MOXON HELENA K. KOBRIN

August 6, 1998

Robert Cipriano 280 South Avenida Caballeros No. 236 Palm Springs, CA 92262

Dear Rob,

Please find a copy of a letter and stipulation form from New Jersey counsel, Lloyd Levenson. As we discussed with him on the phone last week, he has made a tentative agreement with the probation department that if the civil consent order is entered, they will jointly seek to vacate the warrant and probation violation against you. In any event, the consent order was required by the sentencing and should have been entered years ago.

You need to sign these documents where indicated and send them to Levenson. I have enclosed a federal express slip for that purpose. Just take it to a local fedex office and use this slip.

Hopefully this will lead to handling the existing New Jersey problems. Feel free to call Lloyd Levenson directly to discuss any of these details with him, although I would of course be happy to be on the line and think that might help to expedite matters. Call me if you have any questions.

Kendrick Moxon

609-344-3161

EXHIBIT "24"

**EXHIBIT "24"** 

Initial:

MOXON & KOBRIN

ATTORNEYS AT LAW 6255 SUNSET BOULEVARD SUITE 2000

LOS ANGELES, CALIFORNIA 90028-6329 TELEPHONE (213) 993-4435 TELECOPIER (213) 993-4436

OF COUNSEL

AVA M. PAQUETTE
JEANNE M. GAVIGAN

September 3, 1998

Robert Cipriano Caballeros Estates 280 S. Avenida Caballeros, #236 Palm Springs, CA 92262

Rob:

KENDRICK L. MOXON HELENA K. KOBRIN

ALSO ADMITTED IN

THE DISTRICT OF COLUMBIA

ALSO ADMITTED IN

The reason your phone was disconnected is because you have an old bill with Pac Bell which was never paid, which GTE had access to. Unless the \$368.00 deposit is paid to GTE, your phone will not be turned back on again. Enclosed is a check for the deposit which you need to take to GTE immediately at the following address:

GTE

Smoke Tree Village Shopping Center 1775 East Palm Canyon Drive Palm Springs, CA 92264

Let them know that this money is for the deposit, not for the existing bill.

I also enclose \$48.00 for the existing bill, which you can pay at the same time. They will then turn your phone on immediately.

Please call me right away. I need to go over some other business with you.

Call into Judy at my office and she will be happy to connect you.

Rick

RM:jjr

EXHIBIT "25"

**EXHIBIT "25"** 

Initial:

Subject: [Fwd: Inc. \_\_\_ation]

Date: Tue, 15 Det 98 12:13:56 -0800

From: Robert Cipriano <icongroup@earthlink.net>

Reply-To: www.worldconcertsinc.com

Organization: The Day Of The Child World Concert's Inc.

To: icongroup@earthlink.net

**Subject: Incorporation** 

Date: Tue, 01 Sep 1998 23:44:45 -0700

From: Kendrick Moxon <a href="mailto:kmoxon@earthlink.net">kmoxon@earthlink.net</a>>

To: icongroup@earthlink.net

Rob,

I was not able to get through to you today on the incorporation papers. If the Nevada firm comes through, send them the information on the name of the corporation, address, etc. I can be listed as an incorporator if you wish, or else if can just be you and Leslie. I will be out of town until Saturday, but call my secretary Judy Ross and she can fedex a check to the firm in Nevada to get the papers put together. I'll be in the office for a very short time after the hearing Wednesday, but ask Judy to page me if you need anything else. I have some definate prospects when we get this filed as a non-profit.

Regarding the agreement, if you can do a draft and e-mail it to me, I may be able to access it while I am gone. Otherwise I may be able to just get a fax so we can get it back to CCA.

Rick

Subject: Re: Contract

Date: Tue, 08 Sep 1998 20:10 -070

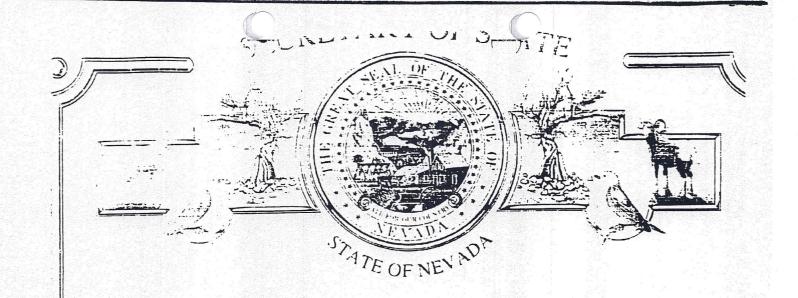
From: Kendrick Moxon <a dearthlink.net>
To: Robert Cipriano <a href="https://doi.org/10.100/journal.net">https://doi.org/10.100/journal.net</a>>



```
Dear Deslie,
       Well-you are pertainly doing it right. You'll be an old pro in no time
and Robert will have to amag you away form the machine.
Rick
Robert Ciprians wrote:
> THANK MOU RICK, THIS IS LESLIE, THIS IS MY FIRST TIME ON THE INTERNET. HOW AM I
🗸 Kendrick Mowen wrote:
> - Roby
            I think a few points need to be added, changed or considered in the CCA
> > agreement, as rollows:
> > 2nd paragraph, one two sentences can be combined to make one purpose or
> welse two purposes in one sentence. Its duplicative now.
> 5 th par., we should delete "501(0)(3)" so it does not seem to emphasize
> > that you are MOT a 501(c)(3).
>> 6cm paragraph, should be "are" instead of "our"
>> In numbered par. 2), do you want to note that other charities may be
e added as resipients if both parties agree?
>> Numbered par. 3, should read, "as is customary in other ..."
Mumbered par. 4. You may not want to press conferences immediately until
the MJ cases is mandled. In any event, you probably do not need to
- - splitate yourself to do so but retain the ability to do them or not as
way you wish. I would therefore strike the second sentence.
Alambered par. 5, should therefore probably say"... through press outlets
· · · and media contacts."
 Fars. 14, 15 and 16 add up to 100%. The figures must not reflect what
   you intended.
   There is nothing on CCA handling the finances, accepting the donations,
   going the audits, and paying you the costs back to you. I'm not as
   - plear on now this would work as you are. Could you give it a whack and
   see unallyou can some up with, or at lest write up what you intended,
  wand we can edit it from there.
  I'll be nome tonight. Call me if you want to go over this, or if you
   have any questions.
   Fleace send me copies of the corporate papers so I can put together a
  * cas exemption application.
```

. 0:2

9/8/98 10:01 PM



# CORPORATE CHARTER

I. DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that THE DAY OF THE CHILD WORLD CONCERT, INC., A NON-PROFIT CORPORATION did on SEPTEMBER 3, 1998, file in this office the original Articles of Incorporation; that said Articles are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office, in Las Vegas, Nevada, on SEPTEMBER 3, 1998.

Secretary of State

Certification Clerk





FILE NUMBE CATAL CERTIFICATION OF THE COURSE 21081-55 THE DAY OF THE CHILD WORLD CONCERT, INC.
A NEVADA NON-FROFIT CORPORATION FOR THE FILE 9/4/98 TO9/99 FOR THE FILING PERIOD 9/98 The Corporation's duly appointed Resident Agent in the "! Nevada upon whom process can be served is: FOR OFFICE USE ONLY -FILED (DATE) LEGAL FORMS + 4601 West Sahara, Suite L Las Vegas, Nevada IF THE ABOVE INFORMATION IS INCORRECT, PLEASE CHECK THIS BOX AND A CHANGE OF ACT 1 6 1998 RESIDENT AGENT/ADDRESS FORM WILL BE SENT. PLEASE READ INSTRUCTIONS BEFORE COMPLETING AND RETURNING THIS FORM. Print or type names and addresses, either residence or business, for all officers and directors. A president, Deen Heller secretary, treasurer and at least one director must be named. Secretary of State 2. Have an officer sign the form. FORM WILL BE RETURNED IF UNSIGNED. 3 Return the completed form with the \$15.00 filing fee. A \$5.00 penalty must be added for failure to file this form within 60 days from the date of incorporation. Make your check payable to the Secretary of State. If you need a receipt, enclose a self-addressed stamped envelope. To receive a certified copy, enclose a copy of this completed form, an additional \$10.00 and appropriate instructions. 5 Return the completed form to: Secretary of State, Capitol Complex, Carson City, NV 89710. (702) 687-FILING FEE: \$15.00 LATE PENALTY:\$5.00 THIS FORM MUST BE FILED 60 DAYS FROM THE DATE OF INCORPORATION PRESIDENT ROBERT J. CIPRIANO PO BOX STREET ADDRESS CITY 92262 280 South Caballeros #236 Palm Springs TITLE IS SECRETARY LESLIE K. LAMBORN ZIP PO BOX STREET ADDRESS CITY ST 280 South #236 92262 Caballeros NAME TITLEIS TREASURER KENDRICK L. MOXON STREET ADDRESS PO BOX CITY 280 South Caballeros 92262 #236 Palm Springs CA DIRECTOR ROBERT J. CIPRIANO PO BOX STREET ADDRESS ZIP Caballeros #236 92262 Springs TITLE IS NAME DIRECTOR LESLIE K. LAMBORN P - 20x STREET ADDRESS Caballeros Palm Springs TITLEIS NAME KENDRICK L. MOXON DIRECTOR

I hereby certify this 60 day list.

PO BOX

#236

x Signature of officer Sout (upriamo

STREET ADDRESS

80 South Caballeros

Tille(s) President

Palm Springs

Date 9/11/98

92262

SECRETARY OF SIAIZ OF ITAL STATE OF NEVADA (PURSUANT TO NRS 82)



SEP 0 3 1998

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# STATE OF NEVADA

Secretary of State

(For filing office use)

IMPORTANT: Read instructions on reverse side before completing this form.

TYPE OR PRINT (BLACK INK ONLY)

1. NAME OF CORPORATION: THE DAY OF THE CHILI	O WORLD CONCERT, INC., a nonprofit corporation.
2. RESIDENT AGENT: designated resident agent and his STREET ADDRESS in	Nevada where process may be served)
Name of Resident Agent: LEGAL FORMS	
Street Address 4601 WEST SAHARA, STE. L, LAS	S VEGAS, NEVADA NV 89102
Street No. Street Name	City Zip
3. PURPOSE: ANY LAWFUL ACTIVITY	
4. GOVERNING BOARD: shall be styled as (check one) X Directors	Trustees.
The FIRST BOARD OF DIRECTORS shall consist of 3 members. The names a	and addresses are as follows (attrached additional page if necessary):
Kendrick Moxon 280 South Cal	palleros, #236, Palm Springs, CA 92262 City:State:Zip
Robert J. Cipriano 280 South Cab	palleros, #236, Palm Springs, CA 92262 City/State/Zip
Leslie K. Lamborn 280 South Cat	palleros, #236, Palm Springs, CA 92262
Name Address AC CDECTT	FIED IN THE BY-LAWS
Provisions to change the number of directors:	THE BITHANS
6. SIGNATURES OF INCORPORATORS: Indicate the names and notarized Attach additional pages of there are more than two incorporators.)	addresses of each incorporator signing the articles: (Each signature must be VICKI KERNS
Neme (print)	Name (print) 4601 W. Sahara, #L, L.V., NV 89102
Address Ciny/State/Zip	Address City/State Z
Signature	Signature
State of County of	State of Nevada County of Clark
This instrument was acknowledged before me on	This instrument was acknowledged before me on September 2, 1998, by
	Vicki Kerns
Name of Person	Name of Person
as incorporator	as ineorporator Tnc
of	of The Day of the Child World Concert (party on behalf of whom instrument was executed)
Notary Public Signature	Notary Public Signature
(allir notari stamp or seal)	MOTARY PUBLIC PARTE OF NEVADA
CERTIFICATE OF ACCEPTANCE OF APPOINTMENT OF RE	SIDENT AGENT County of Clark TONI POWERS
LEGAL FORMS+ hereby accept app	My Appointment Expires May 12, 2002 (continent as Resident Agent for the second management as Resident Management
Inthiat Keed mes Lt	t 9/2/98

el 6 °

Date

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on by [a] an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or any corresponding section of any future federal tax code, or [b] an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or any corresponding future tax code.

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or any corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of a court of competent jurisdiction in the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as sad court shall determine, which are organized and operated exclusively for such purposes.

# STATE OF NEVADA Secretary of State

I hereby certify that this is a true and complete copy of the document as filed in this office.

SEP 03'98

DEAN HELLER Secretary of State

on (Max Partle)

BYLAWS

DAY OF THE CHILD WORLD CONCERT, INC.
(a Nonprofit Public Benefit Corporation formed and operated pursuant to the laws of the State of Nevada)

# **PREAMBLE**

DAY OF THE CHILD WORLD CONCERT, INC. (hereinafter referred to as "the corporation") having incorporated for charitable purposes under the Nonprofit Corporation Law of the State of Nevada does by these Bylaws prescribe the manner in which the purposes of its incorporation shall be accomplished.

#### ARTICLE I

# Definition of Terms

- 1.1. "Articles" shall mean the Articles of Incorporation of this corporation filed on September 3, 1998 as may be amended from time to time.
- 1.2 "Bylaws" shall mean the code of rules prescribed herein which are to be used, adopted and recognized for the regulation and management of the affairs of the corporation.
- 1.3 "Notice" shall mean written notice actually received by the prescribed recipient not less than three (3) days prior to the event of which notice is given, or written notice mailed to the prescribed recipient of the notice, by first class mail, not less than five (5) days prior to the event of which notice is given.
- 1.4 "Mailed" shall mean deposited in the United States mail, postage prepaid, addressed according to the records of the corporation.
- 1.5 Unless the context in which they are used clearly requires otherwise, terms denoting number shall include both the singular and the plural, and terms denoting gender shall include all of the masculine, the feminine, and the neuter.

# ARTICLE II

# Purposes

The corporation is organized exclusively for charitable purposes including supporting needy children and raising funds in support of children's charities.



# Membership

The corporation shall have no members.

#### ARTICLE IV

#### Trustees

Section 4.1. The corporation shall have no trustees.

#### ARTICLE V

# Board of Directors

# Section 5.1 Function and Authority of the Board.

- 5.1.1 Generally. The activities and affairs of the Corporation shall be managed and conducted, and all corporate powers shall be exercised, by or under the direction of a Board of Directors. The Directors in general shall have all applicable powers conferred, permitted, or authorized by law as directors of a nonprofit public benefit corporation, including the power to purchase, lease, encumber by mortgage or deed of trust, sell, pledge and convey property of the Corporation, and to borrow funds for the use and benefit of the Corporation. Each Director shall have access at all times to the books and records of the Corporation.
- 5.1.2 <u>Particular Functions</u>. More particularly, and without limiting its power and authority in general, the Board of Directors may, in its sole discretion:
  - (1) Borrow money and incur indebtedness on behalf of the Corporation, and cause to be executed and delivered on behalf of the Corporation, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities;
  - (2) Make and perform such contracts as are necessary or convenient to attain or further the purposes and objects of the Corporation, as set forth in the Articles and in these bylaws;
  - (3) Delegate to the Corporation's officers, or to their agents, regular and special duties of the Board of Directors, the delegation of which is permitted by law and consistent with the Articles;

- (4) Fish and disseminate books, period is, pamphlets, films, tapes and pictures in furtherance of the purposes of the corporation; and
- (5) Change the principal office of the Corporation from one location to another, and establish and locate subsidiary offices of the Corporation;
- 5.1.3 Special Duty of the Board. It shall be a special duty of the Board of Directors to assure:
  - (1) That no part of the net income or assets of the Corporation inures to the benefit of any person;
  - (2) That no substantial part of the activities of the corporation are directed to influencing legislation by propaganda or otherwise;
  - (3) That the Corporation and its agents refrain from participation or intervention in any political campaign on behalf of or in opposition to any candidate for public office or for or against any cause or measure being submitted to the people for a vote.
  - (4) That the property, assets and net income of the Corporation remain irrevocably dedicated to charitable purposes; and
  - (5) That, upon the dissolution and winding up of the Corporation, and after payment or adequate provision is made for debts and obligations the remaining assets shall be distributed to one or more organizations which are described in Section 501(c)(3) of the Internal Revenue Code and which are organized and operated for charitable purposes;

# Section 5.2 Election, Tenure and Compensation

- 5.2.1 Election and Tenure: The initial Directors of the Corporation shall be selected by its incorporator. Thereafter, Directors shall be elected by the Directors who shall elect one of the Directors as Chairman of the Board. Regular elections of Directors shall be held at the annual meeting of the Directors. Special elections may be held as necessary to fill vacancies on the Board of Directors. Directors shall hold office until the next annual meeting of the Trustees and until a successor has been elected and qualified. Directors may be re-elected.
- 5.2.2 No Compensation. Directors hall receive no compensation for their services as Directors, but shall be entitled to reimbursement for reasonable expenses incurred on behalf of the corporation, in their capacities as Directors.

- 5.2.3 <u>Removal Directors</u>. A Director may be re ded by a majority vote of the Board of Directors with or without cause.
- 5.2.4 <u>Vacancies</u>. A vacancy or vacancies in the Board of Directors shall be deemed to exist upon (i) the death, resignation, or removal of any Director or (ii) an increase in the authorized number of directors
- 5.2.5 Resignations. Except as provided in this paragraph, any Director may resign, which resignation shall be effective on giving written notice to the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the resignation to become effective. If the resignation of a Director is effective at a future time, the Directors may elect a successor to take office when the resignation becomes effective. No Director may resign when the Corporation would then be left without a duly elected Director or Directors in charge of its affairs.
- Section 5.3 <u>Number and Qualification of Directors</u>. The authorized number of Directors shall be three (3) until changed by an amendment to this Section 5.3 duly adopted by a unanimous vote of the Directors.
- Section 5.4 <u>Qualifications</u>. In order to serve as a Director and in order to continue to serve as a Director, each Director shall be a person who possesses and continues to possess the following qualities and attributes. That is to say, a person may serve and continue to serve as a Director only so long as he is and remains:
  - a. In agreement with the goals and purposes of the corporation;
  - b. Is legally competent; and
  - c. Has attained the age of majority.

# Section 5.5 Meetings of Directors

- 5.5.1 <u>Call of Special Meetings</u>. Special meetings of the Board of Directors may be called by the Chairman or by any two Directors, or by the President.
- 5.5.2 <u>Notice of Meetings</u> Notice of all special meetings of the Board of Directors, or of an annual or regular meeting to be held at a time or place other than a time or place fixed by resolution of the Board of Directors, shall be given to each Director in writing.
- 5.5.3 Waiver of Notice. The transactions at any meeting of the Board, however, called, however noticed, and wherever held, are as valid as though taken at a meeting duly held after regular call and notice if a quorum is present, and if, either before

or after the meeting, In of the Directors not present sig. I written waiver of notice and consent to the holding of such meeting. A Director shall be deemed to have waived notice and consented to the holding of a meeting, if he votes to approve the minutes thereof. All written waivers or consents shall be filed with the minutes of meetings of the Board of Directors. Notice of a meeting shall also be deemed given to any Director who attends a meeting without protesting, before or at its commencement, the lack of proper notice to him.

- 5.5.4 Quorum. A majority of the authorized number of Directors shall constitute a quorum of the Board of Directors for transaction of business or for taking of action which may be taken with less than unanimous consent of all Directors.
- 5.5.5. Minutes and Consents. The Directors shall cause records of actions taken at their meetings or by written consent to be kept with other records of the Board of Directors in a secure place.
- 5.5.6 Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting of Directors to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent Directors if the time and place is fixed at the meeting adjourned.
- 5.5.7 Regular, Annual and Special Meetings. Meetings of the Board of Directors shall be held no less often than annually. Meetings designated as annual meetings shall be held during the month of June of each year. Meetings other than annual meetings shall be called regular meetings or special meetings. The time and place of annual meetings may be fixed by unanimous resolution of the Board of Directors, and, once so fixed, shall not be subject to the notice requirements of subsection 5.5.2.
- 5.5.8 <u>Use of Conference Telephones</u>. The Board of Directors may meet through the use of conference telephone facilities or similar communications equipment, so long as all Directors participating in the meeting can hear and address one another. All such participants shall be deemed to be present in person at any such meeting.
- 5.5.9 Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all Directors consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Directors

# ARTICLE VI Officers of the Corporation

Section 6.1 <u>Required Officers</u>. Officers of the Corporation shall be elected by a majority vote of the Board of Directors at its annual meeting, and shall include a

President, a Secretary, and a surer each of whom shall serve he pleasure of the Board. An officer may be a person who is also a Director. The Board of Directors may elect the same person to the offices of Secretary and Treasurer. Neither the Secretary nor the Treasurer shall concurrently serve as President of the Corporation.

Section 6.2 <u>Optional Officers</u>. The Board of Directors may elect one or more Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers and such other subordinate officers as the Board of Directors shall from time to time deem appropriate.

# Section 6.3 Duties of the Officers.

- 6.3.1 The President shall have general supervisory responsibility for the business and affairs of the Corporation, subject to the control of the Board of Directors, and shall perform all duties customary to that office in accordance with any policies and directives approved by the Board of Directors or as these Bylaws shall direct. The President shall be the Chief Executive Officer of the Corporation, to whom other officers and their agents shall report and be responsible for the proper performance of their duties.
- 6.3.2 The Vice-President, if any, shall carry out such duties on behalf of the Corporation as may be assigned to him by the Board of Directors or by the President. In the absence or disability of the President, the duties of the President shall be discharged by the Vice-President.
- and shall have custody of its corporate funds, books and financial records. The Treasurer shall have authority to receive and accept money, collect debts, open bank accounts, and make disbursements in the name of the Corporation. The Treasurer shall keep or cause to be kept books of account reflecting all business done by the Corporation and of all monies received and disbursed, and shall prepare or cause to be prepared financial statements at the request of the President or the Board of Directors. The Treasurer shall deposit all money and other valuables in the name and to the credit of the corporation, with such depositories as may be designated by the Board of Directors. The Treasurer shall disburse funds of the Corporation in accordance with the policies of the President and the Board of Directors. The Treasurer shall, whenever requested to do so by the President or Board of Directors, account for all transactions engaged in or authorized by him as Treasurer. The Treasurer shall perform such other duties as may be prescribed by the Board of Directors, these Bylaws, the Articles of by law.
- 6.3.4 <u>The Assistant Treasurer</u>, if any, shall carry out such duties on behalf of the Corporation as may be assigned or delegated to him by the Board of Directors, by the President, or by the Treasurer. In the absence or disability of the Treasurer, the Assistant Treasurer shall discharge the duties of the Treasurer.

- taken at meetings of the Trustees and by consent and at meetings of the Board of Directors, and of the meetings of any committee for which the Board requires that minutes be kept. The Secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. The Secretary shall keep or cause to be kept, at the principal office of the Corporation, a copy of these Bylaws. The Secretary shall keep the seal of the Corporation and shall attest all certificates or other legal documents requiring certification on behalf of the Corporation. The Secretary shall perform any and all duties incident to the office of Secretary and such other duties as may be prescribed by the Board of Directors, the Articles, these Bylaws, or by law.
- 6.3.6 <u>The Assistant Secretary</u>, if any, shall carry out such duties on behalf of the Corporation as may be assigned or delegated to him by the Board of Directors, by the President, or by the Secretary. In the absence or disability of the Secretary, the Assistant Secretary shall discharge the duties of the Secretary.

Section 6.4 <u>Removal of Officers</u>. Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, with or without cause, by the Board of Directors, at any regular or special meeting of the Board.

Section 6.5 <u>Resignation of Officers</u>. Any officer may resign at any time by giving written notice to the Board of Directors. Any resignation shall take effect on the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contact to which the officer is a party.

Section 6.6 <u>Vacancies in Office</u>. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause may be filled at any meeting of the Board of Directors

Section 6.7 <u>Execution of Contracts</u>. Contracts, instruments of conveyance or encumbrance, or other obligations of the Corporation shall be executed and delivered on behalf of the Corporation by any two (2) officers of the Corporation unless the Board of Directors provides otherwise by resolution.

# ARTICLE VII

# Liability of Directors and Officers

Trustees, Directors, officers and other agents of the corporation, and the property of such persons. shall not be subject to or chargeable with payment of Corporation debts or obligations. To the fullest extent permitted by the Nonprofit

Corporation Law (including the amendments thereto), the Corporation for expenses authority to indemnity Direct. Officers or other agents of the Corporation for expenses reasonably incurred by such persons as the result of their being made parties to legal proceedings. However, the Corporation shall have no authority to make any payment, including one to indemnify a Director, officer, or agent of the Corporation, the making of which would constitute any act of self-dealing were the Corporation classified as a private foundation. Rights of indemnification created herein in favor of Directors, officers, or other agents of the Corporation shall not be exclusive of other rights or remedies to which such persons may be entitled as a matter of law.

# ARTICLE VIII

# Principal Office

The principal office of the Corporation shall be located at such place, within or without the State of Nevada, as a majority of the Board of Directors may, in its discretion, determine from time to time.

# ARTICLE IX

# Seal

The Corporation may have a seal, the form of which shall be determined and adopted by the Board of Directors.

# ARTICLE XI

#### Amendments

Unless otherwise provided in these Bylaws, these Bylaws may be amended or repealed and new Bylaws adopted by the Directors; provided that amended Bylaws or new Bylaws do not alter the purposes of this Corporation, or the qualifications of Directors or qualifications and powers of Trustees

#### ARTICLE XII

Upon dissolution of the Corporation, its assets shall be transferred to another non-profit organization recognized as tax exempt pursuant to I.RC. 501(c)(3) or (4).

#### CERTIFICATION

We, the undersigned, do hereby certify:

1. That he are the Directors of Day of the Ad World Concert, Inc., a nonprofit public benefit corporation incorporated under the laws of the State of Nevada (the "Corporation"); and

2. That the foregoing Bylaws, consisting of 12 pages constitute a complete and accurate copy of the Bylaws of the Corporation, as duly adopted by the Directors of the Corporation on the day of 1998

3. That the foregoing Bylaws have not been modified are in full force and effect as of the date of our execution of this Certificate

Dated: [] 1/16 \ 5, 198

Dated: October 6, 1998

Dated: Citober 6,1998

ě

# MINUTES OF SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE DAY OF THE CHILD WORLD CONCERT, INC.

A special meeting of the Board of Directors of the Day of the Child World Concert, Inc., was held in Hollywood, California on October 26, 1998. All directors as presently constituted were present at the meeting. The directors, Robert Cipriano and Kendrick Moxon were present and had signed a waiver of notice of the meeting.

The first matter to come before the Board was the resignation of Leslie Lamborn. It was resolved that the resignation of Ms. Lamborn was accepted, effective as of the date of her resignation on October 10, 1998. Ms. Lamborn is thanked for her service to the Day of the Child World Concert, Inc.

The next matter of business to come before the Board was the issue of Amendment of the By Laws to permit the addition of directors beyond the number of three. It was resolved that the By Laws would be amended to permit the appointment of up to seven directors, such amendment effective immediately. The By Laws are further amended such that in the tallying of votes of directors, each director shall have one vote, except the Chairman of the Board of Directors, who shall have two votes if necessary to break a tie in the voting.

The next matter of business to come before the Board was the appointment and setting of salary for the Executive Director of the corporation. It was resolved

an annual salary of \$50,000, retroactive to his assumption of the Executive Director duties on May 1, 1998. Such duties are separate and distinct from any function as the Chairman of the Board, which function has no remuneration.

The next matter of business to come before the Board was the issue of the appointment of additional directors to fill vacancies in the Board. It was resolved that Leslie McMillan, Joan Varanelli and Ian Westwood-Booth be and are hereby elected to fill the vacancies in the Board of Directors.

There being no further business to come before the Board, the meeting was adjourned.

October 26, 1998

Robert Cipriano, Director

Octotober 26, 1998

Kendrick Moxon, Director

# OF THE DAY OF THE CHILD WORLD CONCERT, INC.

By unanimous resolution of the Board of Directors of the Day of the Child World Concert, Inc., determined at a Special Meeting of The Board of Directors held on October 26, 1998, Section 5.3 of the By Laws, is amended to state:

Section 5.3. <u>Number and Qualification of Directors</u>. The authorized number of Directors shall be seven (7) until changed by an amendment to this Section 5.3 duly adopted by a unanimous vote of the Directors. A lesser number of Directors, caused by resignation, removal or failure of the Board to fill vacancies therein, shall not effect the force of resolutions made by the Board of Directors so long as such resolutions are carried by a majority of the votes cast.

Section 5.5.4 of the By Laws, is amended to add to the existing section:

In the tallying of votes of directors, each director shall have one vote, except the Chairman of the Board of Directors, who shall have two votes, if necessary to break a tie in the voting.

October 26, 1998

Robert Cipriano, Director

October 26, 1998

Kendrick Moxon, Director

# WAIVER OF ... OTICE AND CONSENT TO DLDING OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS of THE DAY OF THE CHILD CONCERT, INC.

The undersigned, being all of the Directors of the Day of the Child World Concert, Inc., hereby waive notice and consent to the holding of a special meeting of the Board of Directors to be held at 6255 Sunset Blvd, Suite 2000, Hollywood California, at 2:00 p.m., on October 26, 1998, for the purpose of electing new directors, amending the By Laws, and other business as may come before the meeting.

IN WITNESS WHEREOF, the undersigned have signed this consent and waiver and agree that the same shall be filed with the corporate records and made a part of the minutes of the meeting.

Robert Cipriano

Kendrick Moxon

## MINUTES OF SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE DAY OF THE CHILD WORLD CONCERT, INC.

A special meeting of the Board of Directors of the Day of the Child World Concert, Inc., was held in Hollywood, California on November 23, 1998. All directors as presently constituted, having accepted positions as directors, were present at the meeting. Directors, Robert Cipriano and Kendrick Moxon were present and had signed a waiver of notice of the meeting.

The first matter to come before the Board was the establishment of a checking account for the corporation. It was resolved that an account be established by Mr. Cipriano as the Executive Director at an appropriate bank, for which he is the signatory.

There being no further business to come before the Board, the meeting was adjourned.

November 23, 1998

November 23, 1998

Robert Cipriano, Director

Kendrick Moxon, Director

## OF THE BOARD OF DIRECTORS OF THE DAY OF THE CHILD WORLD CONCERT, INC.

A special meeting of the Board of Directors of the Day of the Child World Concert, Inc., was held in Hollywood, California on December 11, 1998. Directors, Robert Cipriano and Kendrick Moxon were present and had signed a waiver of notice of the meeting. Directors Ian Westwood-Booth and Joan Varanelli signed waivers of notice and appearance thereof.

The first matter to come before the Board was the removal of Leslie McMillan as a Director. It was resolved that Ms. McMillan be relieved from membership in the Board, effective immediately. Ms. McMillan is thanked for her service to the Day of the Child World Concert, Inc.

The next matter of business to come before the Board was the issue of the appointment of an additional director to fill the vacancy in the Board. It was resolved that John Ryan be and are hereby is elected to fill the vacancy in the Board of Directors caused by Ms. McMillan's departure.

There being no further business to come before the Board, the meeting was adjourned.

December 11, 1998

Robert Cipriano, Director

December 11, 1998	Kendrick Moxøn, Director
December, 1998	Joan Varanelli, Director
December, 1998	Ian Westwood-Booth, Director

A DAY OF THE CHILD WORLD CONCERT % LEGAL FORMS PLUS 4601 W SAHARA L LAS VEGAS NV 89102 FOR ASSISTANCE CALL US AT: 1-800-829-1040 1-800-829-1040

OR WRITE TO THE ADDRESS SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE STUB OF THIS NOTICE.

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Form SS-4. Application for Employer Identification Number (EIN). We assigned you EIN 88-0404499. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN shown above on all federal tax forms, payments, and related correspondence. If you use any variation in your name or EIN, it may cause a delay in processing, incorrect information in your account, or cause you to be assigned more than one EIN.

If you're required to deposit for employment taxes (Forms 941, 943, 940, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), we will send an initial supply of Federal Tax Deposit (FTD) coupon books within five to six weeks. You can use the enclosed coupons if you need to make a deposit before you receive your supply.

Based on the information shown on your Form SS-4, you must file the following forms(s) by the date we show.

#### Form 941

#### 10/31/1999

If the due date has passed please complete the form and send it to us by 10-13-1998. If we don't receive the form by that date additional penalties and interest will be charged. If you weren't in business or didn't hire employees for the tax period shown, please file the form showing that you have no liability.

If you need help in determining what your tax year is, you can get Publication 538, Accounting Periods and Methods, at your local IRS office.

If you have any questions about the forms shown or the date they are due, you may call us at 1-800-829-1040 or write to us at the address shown above.

157

Please use the label IRS provided when filing tax documents and FTD coupons when making FTD payments. If that isn't possible, you should use your EIN and complete name and address as snown below to identify your account and to avoid delays in processing.

A DAY OF THE CHILD WORLD CONCERT INC % LEGAL FORMS PLUS 4601 W SAHARA L LAS VEGAS NV 89102

If this information isn't correct, please correct it using the bottom part of this notice. Return it to us at the address shown so we can correct your account.

Thank you for your cooperation.

Keep this part for your records.

CP E75 C (Rev. 7-97)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 C

2916808249

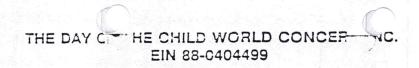
Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 09-28-1998

EMPLOYER IDENTIFICATION NUMBER: 88-0404499

FORM: SS-4

INTERNAL REVENUE SERVICE OGDEN UT 84201

A DAY OF THE CHILD WORLD CONCERT INC % LEGAL FORMS PLUS 4601 W SAHARA L LAS VEGAS NV 89102



### FORM 1023, PART II ITEM 4 (a) - NAMES, ADDRESSES AND TITLES OF OFFICERS/DIRECTORS

#### COMPENSATION Robert J. Cipriano, President & Executive Director 280 S. Avenida Caballeros #236, Palm Springs, CA 92262 \$ 95.000 Donald Snodgrass, Vice President - Development 280 S. Avenida Caballeros # 236, Palm Springs, CA 92262 60,000 Leslie McMillan, Vice President - Community Affairs 280 S. Avenida Caballeros # 236, Palm Springs, CA 92262 40,000 Michael Hamra, Director of Internet & Group Sales 280 S Avenida Caballeros #236, Palm Springs, CA 92262 40.000 Leslie K. Lamborn, Secretary/Director 280 S. Avenida Caballeros #236, Palm Springs, CA 92262 0 Kendrick L. Moxon, Treasurer/Director 280 S. Avenida Caballeros #236, Palm Springs, CA 92262

**EXHIBIT "26"** 

EXHIBIT "26"

Initial:

Subject: [Fwd: Let.\_\_\_, intent]

Date: Tue, 15 Dec ... 198 12:15:01 -0800

From: Robert Cipriano <icongroup@earthlink.net>

Reply-To: www.worldconcertsinc.com

Organization: The Day Of The Child World Concert's Inc.

To: icongroup@earthlink.net

Subject: Re: Letter of Intent

Date: Sat, 26 Sep 1998 14:59:35 -0700

From: Kendrick Moxon <a href="mailto:kmoxon@earthlink.net">kmoxon@earthlink.net</a>>

To: breinking@childrenscharities.org

CC: icongroup@earthlink.net

Dear Betsy,

Thanks for the letter. I'll print it out and go oveer it with Bob and

he and/or I will get back to you.

I spoke to Barbara Reeves, the head of one of the departments of the firm of Paul, Hastings, Janofsky & Walker in Los Angeles. She is a very experienced and competent attorney with one of the largest firms in the state and the country. Her husband is a Court of Appeals Judge here in California and she knows everyone. She is also a wonderful person who I highly recommend. I told her that you were looking for someone and told her a little about your organization, that there should be some monye in it but not much because you were a charitable organization and had to watch your percenatge for expenses. She said that she would be honored to talk to you and get some credit for her work before a higher court even if her firm made no money. So call her at 213-683-6200 or 6233.

Warmest regards, Rick

Betsy Reinking wrote:

>

> Hi Robert and Rick,

> Here is a draft I received from Jim Bruen earlier this week. I don't think it

> included Bob's comments or Jim Casimir. Not sure what has happened with

> Bruen. Left two phone messages yesterday and no word. You can look this over

> and get an idea of what he is presenting.

>

> Rick, Robert mentioned that you might be able to find CCA a law firm to do

> some pro bono work for us. Bruen was fine when we were just beginning, but I

> would feel more confident with a firm that has attorney's with various

> expertise. I got a call last week from 2 estate attorneys who have clients

> wanting to designate CCA as beneficiary of their wills. Planned Giving may be

> a real large part of the money we raise in the future. As our name gets out

> there more and more people will be contacting us. So a firm that has some

> estate planning expertise, as well would be great. I also feel that it is a

> conflict of interest to have the husband of a board member as legal counsel.

> Recently I was having problems with Virginia (Jim's wife) and the board

> couldn't get advice from our legal counsel. Not a good situation!

>

> Finally, I would like to thank you both for your hard work on this event. It

> will mean so much to our agencies and the children they serve. In the next 12

> months both of you will have the opportunity to see first hand what a

> difference the concert will make in the lives of children in the U.S. and

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> around the world. I the agencies in CCA were st i by ordinary people > who saw a need and directed that they had to do somet about it. The
> who saw a need and discled that they had to do some
> concert will provide much needed revenue for CCA age. les. But the most
> important aspect of the concert will be the public awareness generated from
> the event. If only a small portion of the people participating in this event
> decide to give of themselves in a volunteer capacity we will have accomplished
> more than we could have dreamed. To the children in our program heroes are
> not sports stars, recording artists, or actors. Their heroes are the people > who give of their time and resources. We can all be a hero to a child in
> need. I think we are on the road to doing that.
> Betsy
> Mr. Robert Cipriano
> The Day of the Child World Concerts, Inc.
> 280 South Avenida Caballeros, Suite 236
> Palm Springs, CA 92262
          Re: Day of the Child Concert
>
> Dear Mr. Cipriano:
          This is to confirm the mutual intention of Children's Charities of America
> (hereafter CCA) and The Day of the Child World Concerts, Inc. (hereafter
> Producer) to promote, produce, and present musical special events under the
> name Day of the Child World Concert in order to raise funds for the benefit of
> Children's Charities of America and its member agencies. By this letter the
> parties wish to form a working relationship (hereafter an Alliance) to proceed
> with planning for the initial event, a musical concert scheduled for October
> of 1999 (hereafter the Concert).
          The parties acknowledge and agree that this letter does not contain
> all terms
> and conditions upon which an agreement must be reached in order carry out the
> intentions of the parties. CCA and Producer agree to proceed promptly with
> good faith efforts to develop definitive agreements (collectively the
> definitive Agreement) that will establish comprehensive procedures and
> understandings concerning the production of the events, the collection and
> allocation of funds related to the events, and such other provisions and
> understandings as are usual and customary in transactions of this nature.
          The initial concert is planned to be a twenty-four hour concert
> featuring a
> variety of internationally known musical artists to be presented in Palm
> Springs, California on October 1st through 3rd, 1999. The parties shall
> cooperate in all aspects of the production and presentation of such events,
> but primary responsibility shall be allocated in the following manner:
>
          Responsibilities of Producer:
          Producer shall be responsible for all aspects of concert production,
> including procuring musical artists, staging, lighting, sound, accommodations,
> transportation, police, security, ambulatory and emergency medical service and
> all similar services as are normal and customary in other events of this type
> and nature. Producer shall create press releases and forward same monthly to
> all appropriate press outlets, newspapers, magazines, radio stations,
> television, and cable venues. Producer shall approach corporate sponsors to
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> production of the event and shall be responsible for the creation and upkeep

7/12/99 1:37 P

> provide funds for the

CCA shall approach the Partnership for a Drug Free America and the Pediatr > Aids Foundation to solicit their support in conducting press conferences in > New York City and Los Angeles announcing the Alliance. CCA shall also > approach corporate sponsors to provide funds for the production of the event.

> conferences, commercials endorsements, and live performances, if applicable. > It shall communicate to its national spokesperson, Ms. Mia Farrow, the desire > of the Producers to have her participate in the event through word of mouth, > endorsements and any celebrity endorsements she may have or wish to utilize.

> Collection, Accounting, and Allocation of Funds:

> outlets and

> CCA shall receive between 90% to 100% of the net receipts of the event for > distribution to its member agencies. A maximum of 10% of the net receipts of > the event may be paid to the Aqua Caliente Band of Indians (ACBI) in > accordance with plans to be developed in future discussions between the > parties. The details and manner in which the term Net Receipts is calculated > shall be set forth in the Definitive Agreement, but it is understood generally > that the Producer shall be allocated sufficient funds to cover the costs of > producing and presenting the Concert from the initial contributions received > by CCA and earmarked for the Concert. All other receipts from the Concert > shall be allocated to CCA, ACBI, and to any other charities that may be added > with the written consent of both parties to this agreement. Such receipts > shall include all revenue from concessions, film and video rights, recordings, > and all similar Concert related income.

Prior to the Concert, the parties shall seek to raise sufficient funds to > cover the anticipated costs of presenting the Concert (approximately > \$5,000,000) from corporate sponsors and other donors as outlined above. > Unless otherwise agreed by the parties, all such funds shall be directed to > CCA and shall be deposited into a separate bank to be opened by CCA with a > reputable banking establishment.

From the funds deposited and cleared through such account, Producers shall > promptly receive a weekly payment through automated funds transfer for an > amount equal to ninety (90%) percent of the funds received during the > preceding week for its administrative and production costs and expenses in > producing the Concert. CCA shall keep, as it own, the remaining ten (10%) > percent to offset its administrative expenses as a result of the Alliance.

> Producers shall supply CCA with a monthly summary of the distribution of said > funds with all appropriate variance thereto. Additionally, Producer hereby > agrees to provide CCA with an initial projected budget for the production of > the Concert on or before September 25, 1998, and agrees to provide a final > budget of costs and expenses for the production of the Concert on or before > July 15, 1999. The parties shall confer from time to time to review and

3 of 4

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as circumstances may require !1 proceeds received
> adjust budget project
> by CCA until total f ng of the Concert budget is _____eu shall be handled in
> the aforementioned manner. Thereafter, all pre-Conc. I funds shall be
> retained by CCA. All funds received from all sources commencing 12:01 am
> October 1, 1999 shall be deposited into an account prepared and opened by
> attorneys for Producer for distribution to CCA and ACBI as described above.
> Both parties shall have the right to audit all funds received by either party
> at all reasonable times.
          Upon execution of this letter of intent, attorneys for both parties shall
> meet and confer in order to proceed with drafting the Definitive Agreement.
> This letter constitutes only a statement of some of the principal terms to be
> included in such Definitive Agreement, and neither party will be bound by the
> terms of this letter or by any other understandings until the Definitive
> Agreement, in form and substance satisfactory to each party, is executed and
> delivered by each party to the other.
                                  Very truly yours,
> Children's Charities of America
        Betsy Reinking, Executive Director
> The foregoing terms are accepted and agreed:
> The Day of the Child World Concerts, Inc.
> by:
> its:
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4 of 4

### **EXHIBIT "27"**

**EXHIBIT "27"** 

Initial:

FULLERTON

POLICY NUMBER

CA 92838

TELEPHONE

POLICY PERIOD

AP 04229527 IFROM 10/07/1998 12 01 AMITO 04/07/1999 12:01 AM

PERSONS INSURED

NAMED INSURED J CIPRIANC

DRIVERS

ROBERT J CIPRIANO KENDRICK MOXON

LA ICOLTRUST VAULTRUST

ALIT IMPO

E POLICT DECLARATIONS NT TOVERAGE EXCLUSION

APPLICABLE TO ALL COVERAGES, ... LUDING BUT NOT LIMITED TO, LIABILITY AND

UNINSURED MOTORISTS, PROVIDED NOW OR LATER.
It is agreed that the insurance afforded by this policy shall not apply nor accrue to the benefit of any insured or any third party claimant when any motor vehicle is being used or operated by a person listed below regardless of where the person resides or whether the person is licensed to drive.

HUNT VALLEY

MD 21031-1053

MAILING ADDRESS	155 S PALM CANYON DR #A25 PALM SPRINGS CA 92262				
CAR: YEAR	VEHICLE DESCRIPTION	SERIAL NUMBER	COST OR VALUE	NEW USED ! PURCH. DATE! H	H.P./CID
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7TH FL EXEC PLAZA IV C/O PDP SRV

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UNINSURED MOTORISTS PROPERTY DAMAGE LIABILITY	s MAXIMUM						
COLLISION DEDUCTIBLE WAIVER		4					
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MEDICAL DEATH AND DISABILIT	Y'S EACH PERSON \$ EACH ACCIDENT						
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COLLISION	DEDUCTIBLE CAR 1 \$ 500 CAR \$ CAR \$	126					
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#### IMPORTANT INFORMATION

EFFECTIVE 03/30/1999

This amended policy declarations page replaces all declarations with the same or prior

effective date

Reason(s) Amended

CHANGE OF INSURED'S ADDRESS

This change has resulted in no additional premium.

Any outstanding amount is due as previously billed.

Thank you for placing your business with Mercury Insurance Group

MA LED TO

ROBERT J CIPRIANO 155 S PALM CANYON DR #A25 PALM SPRINGS CA 92262

POLICY NUMBER: AP 04229527

MAILING DATE : 04/02/1999

1 mg pa

CA 92333 1714 -9530 TELEPHONE

POLICY PERIOL

FROM 10/07/1993 1201 AM TO 04/07/1999 1201 AM PERSONS INSURE

IPRIANC

CIPRIANC :10 X OF:

IMPORTANT

DVERAGE EXCLUSION

APPLICABLE TO ALL COVERAGES, INCLUDING BUT N MITED TO. LIABILITY AND UNINSURED MOTORISTS, PROVIDED NOW OR LATER.
It is agreed that the insurance afforded by this policy shall not apply nor accrue to the

benefit of any insured or any third party claimant when any motor vehicle is being used or operated by a person listed below regardless of where the person resides or whether | the person is licensed to drive.

S PALM CANYON DR #AC5 M SPRINGS CA 9226 COST OR VALUE | NEW USED | PURCH. DATE. H.P. CID VEHICLE DESCRIPTION SERIAL NUMBER 1G3ZF5237XZ157904 URN SL SON 4DR 12500 10/1993

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#### IMPORTANT INFORMATION

ECTIVE 03/30/1999

s amended policy declarations page replaces all declarations with the same or prior

ective date

schip Amended

INGE OF INSURED S ADDRESS

- is shange has resulted in no additional premium.
- outstanding amount is due as previously billed.
- wol for placing your business with Mercury Insurance Group

EPT J CIPRIANO S PALM CANYON DF #A25 M SPRINGS CA 92262

POLICY NUMBER: AP 04229527

MAILING DATE : 04/02/1999

175

INSURAN DENTIFICATION CARD

(STATE) CA

COMPANY NUMBER COMPANY

MERCURY INSURANCE COMPANY

POLICY NUMBER

EFFECTIVE DATE

EXPIRATION DATE

AP04229527 04/07/99 10/07/99

YEAR MAKEMOCEL VEHICLE IDENTIFICATION NUMBER

1999 SATURN SL 4DR SDN 1G8ZF528XZ157904

AGENCY/COMPANY ISSUING CARD

DMA Insurance Services

471 E. Tahquitz Canyon #213

Palm Springs

CA 92262

NSURED

ROBERT J. CIPRIANO 155 S. PALM CANYON DR #A25 \_ PALM SPRINGS CA 92262

SEE IMPORTANT NOTICE ON REVERSE SIDE

#### THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

N CASE OF ACCIDENT: Report all accidents to your Agent/Company as oon as possible. Obtain the following information:

- 1. Name and address of each driver, passenger and witness.
- 2. Name of Insurance Company and policy number for each vehicle involved.

1D 50 (1/83)

@ ACORD CORPORATION 1983



Saturn of the Desert A Spreen Retall Facility

#### **JOSE MALDONADO**

Service Consultant

68080 Perez Road Cathedral City, CA 92234 (760) 324-2424 FAX (760) 324-0713



Saturn of the Desert A Spreen Retail Facility 68080 Perez Road Cathedral City, CA 92234

Robert



Lor. \_\_inda\_CA 92354 (909) 799-9900 BAR# AM157801 EPA# CAL000060672

(760) 324-2424 BAR# AE189171 FPA# CAL 000125380 INVOICE

Co.# 02

KENDRICK L MOXON 1824 VERDUGO VISTA DR. GLENDALE CA 91208

Business Phone: (213) 960-1936 Home Phone: (818) 545-9592

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RATE: 58.00

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WTY

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2 BPAIR PCODE: D3089

HOSES AND/OR LINES, REFRIGERANT - REPLACE COMPRESS SALE TYPE: WARRANTY -

USTOMER SIGNATURE

CUSTOMER TOTAL .....

\$.00

Disclaimer of Warranties

The seller, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.









TE WASTE THINNER AND BATTERIES ARE BEING LEGALLY

WIY

SED MOTOR CIL, ANTI-FREEZE, WASTE THINNER AND BATTERIES AND A REGULATED HAZARDOUS WASTE, YOUR USED MOTOR CIL, ANTI-PANASOCITED STORED AND SEPROCESSED.

aur charges for labor are not based on actual mechanic's time, but are established by multiplying our retail labor rate per hour by inclustry time allowances or our own judgement of ne time to be charged. For certain specific work, we may elect to charge for actual mechanics time at our current hourly rate per hour, subject to a minimum charge of one half hour. Ou will be charged no more than the estimated price approved by you. However, if we discover that different or additional repairs are indicated, you will be contacted for your dvance approval of a revised estimate.

Customer is hereby notified that the said property is not insured or protected to the amount of the actual cash value thereof, or otherwise, against loss occasioned by theft, fire, damage or vancasism while the property remains with the dealer.

Customer states no articles of personal property have been left in the vehicle and design is not responsible for inspection thereof.

The dealer is not responsible for unavailability of parts or delays in parts shipment beyond dealer's control.

Due to the type of service requested some receirs must be subjet.

urchase and vehicle mileage as applicable.

All charges for repairs including labor and materials furnished are due and payable simultaneously with the delivery of the within described vehicle or prior to delivery upon the expiration of three (3) days after notice that the repairs have been completed. Notice shall be deemed to have been given upon the deposit in the United States mail, postage prepaid, of written notification to that effect addressed to the customer at the address given on the reverse side hereof.

If the vehicle described herein is not called for within three (3) days after such notice is given, (verbally or written) a storage charge of \$10.00 per day will be made for each day thereafter.

- Said dealer is authorized to deliver the vehicle described herein or any of its contents to any person presenting this receipt.
- 8. In addition to any and all other legal remedies available. I authorize said dealer to have a sen on the vehicle described herein for all charges for repairs, strouging labor and parts, storage and/or towing, and to enforce such sen, said dealer is hereby expressly authorized to sell said vehicle at public auction after giving a ten (10) day written notice by certified mast to the legal owner, regularized owner, and Department of Motor Vehicles of intent to do so. On the sale date, the vehicle shall be sold to the highest cash bidder and the proceeds of sale must be used first to satisfy the sen plus storage costs and costs incident to sale, and the basince shall be towarded to the legal owner, or if none, to the registered owner, or if the address is unknown, a shall be towarded to the Department of Motor Vehicles.

Said expenses for sale shall also include a reasonable attorney's lise, which may be necessarily incurred.

 If any of such charges remain unpaid for thirty (30) days after such request for payment. Said Dealer may also refer such charges to its attorney's for collection and the customer will pay a reasonable attorney's fee.

#### Saturn Corporation Service Replacement Parts and Accessories Warranty

atum Corporation warrants only to Retailer that it will pay Retailer for repair or replacement of any malfunctioning Part or Accessory as follows:

Parts and Accessories Installed by Retailer - 12 months or 12,000 miles, from the date of installation.

Parts and Accessories Sold Over-the-Counter - 12 months from the date of sale by Retailer.

his warranty covers only repairs or replacements made necessary due to defects in material or workmanship. IT DOES NOT COVER:

Conditions resulting from negligence, alteration, accident or use for which the Part or Accessory was not designed or approved by Saturn.

Damage due to lack of maintenance or use of wrong fuel, oil or lubricants.

T Loss of time, inconvenience, loss of 34Ar FEFONULE or other economic loss, or

N 21030308 SEAL-A/C N 1 WARRANTY - GM

N On Over-the Counter sales. Apply 30 884 something per oval of the malfunctioning Part or Amperson the Capicle and reinstallation.

ne selling Retailer or any Saturn Authorized Service Provider may perform the repairs or replacements covered under this warranty. These repair or replacements are to be performed within a reasonable time following delivery of the malfunctioning Part or Accessory to the Retailer's place of business. The Retailer must obtain the purchaser's copy of the original sales slip on counter sales, or a copy of the customer service order to validate date of

THER TERMS: THIS WARRANTY IS EXPRESSED IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING (WITHOUT MITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO SUCH PARTS AND ACCESSORIES. HE PAYMENT FOR REPAIR OR REPLACEMENT IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY. SATURN CORPORATION SHALL NOT BE LIABLE OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTLY DAMAGES, (FOR OTHER THAN INJURY TO THE PERSON) RESULTING FROM BREACH OF THIS RITTEN WARRANTY. SATURN CORPORATION NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION IN 1TH SUCH PARTS OR ACCESSORIES.

buyer of this product in California has the right to have this product serviced or replaced during the warranty period. The warranty period will be extended or the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty lill not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused or circimstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the liture of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return its product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the rotections or remedies the buyer has under other laws.

KENDRICK L MOXON 1824 VERBUGO VISTA DR. GLENDALE. CA 91208 818 545 9592 213 960 1936

# DUE BILL



11/ 05/ ?

1	G8ZF5287XZ157004WORK PROMISED TO BE PERFORMED AT TIME OF SALE
DATE	DESCRIPTION OF CAR LICENSE CUSTOMER'S NAME SALESMAN STOCK 19095  10/05/98 99 SATURN SL KENDRICK L MOXON GENE M HINESLEY
	PRESENT THIS ORDER WHEN WORK IS TO BE COMPLETED
1.	SOLD AS EQUIPPED
2.	
3.	
4.	
5.	
6.	
7.	NO OTHER FREE WORK PROMISED OR IMPLIED
	NOTE: THE ABOVE PROMISED WORK IS THE ONLY WORK TO BE PERFORMED FREE OF CHARGE. ANY ADDITIONAL WORK WILL BE CHARGED FOR IN ACCORDANCE WITH THE TYPE OF WARRANTY ISSUED AT TIME OF SALE, AND WILL BE CASH ON DELIVERY. ALL WORK MUST BE DONE IN OUR SHOP.
	DUE TO INSURANCE REGULATIONS - NO LOAN CARS AVAILABLE
Sigr	ned: Sales Mgr. Wayn Bakk Signed: Customer The

	SATURN OF THE DES		SALE OF VL_CLE)	10/06/1998
O SELLER				
	OCCUPANT OF THE STORY	CATHEDRAL (	CITY. CA 92234651	3
The undersigned Pu	rcnaser(s) agree(s) to furnish h		covering property which is t	he subject of a Security
agreement dated this	ઇ દ	day of	OSTOUER	, 19 09
			•	
he vehicle referred to h	nerein is described as follows:			
ear	Make	Model	Body	Vehicle Identification No.
	SATUKR	EL .	4D SEDAN	168ZF5287XZ157904
uch Insurance Policy eller does not receive	must be delivered to the Selle such Policy by the time stated. as of the above mentioned, Sect	Seller may (but is not require urity Agreement.	da to) procure insurance of to DITO ARMENTO	ys from the date hereof, and if the kind and type agreed to be
	IL THOOKINGE OFFICE	Agent	DITO MEMERIO	
urnished under the tern				
urnished under the tern ns.Co. 471	E TAHOUITZ CYN WAY	PALM SPRING	S. CA 92252	750 416 3376
urnished under the term ns.Co		PALM SPRING		750 116 3375 AGENTS PHONE NUMBER 20
ADDRESS OF AGENT - STREET	E FAHOUITZ CYN WAY	PALM SPRING:  city state  Exp. Date	ZIP 4/05/19	AGENT'S PHONE NUMBER

I/we further agree to assume forti maintenance or operation thereof, and use, maintenance or operation thereof

NOTICE TO BUYER: This Agreement does not authorize the ordering of Public Liability or Property Damage Insurance.

Any insurance ordered by the financial institution will cover loss of or damage to the above described vehicle only and will not include Public Liability or Property Damage Insurance.

"WARNING: IT IS YOUR RESPONSIBILITY UNDER CALIFORNIA LAW TO OBTAIN LIABILITY INSURANCE OR BE SUBJECT TO PENALTIES FOR VIOLATING SECTION 16020 OF THE VEHICLE CODE, WHICH MAY INCLUDE LOSS OF LICENSE OR FINE. THE INSURANCE ACQUIRED BY THE LIENHOLDER DOES NOT PROVIDE LIABILITY COVERAGE AND DOES NOT SATISFY YOUR RESPONSIBILITY UNDER CALIFORNIA LAW."

1824 VERDUGO VISTA DR. GLENDALE, CA 91208

010 C1C

XX Policy No. \_\_

BUSINESS PHONE

FORM NO. 228RS (REV. 250) LAW PRINTING AUTOMOTIVE PRODUCTS CALL (800) 422-3102 101904 THE REVNOLDS AND REVNOLDS COMPANY. The Prival makes no waters or implied, as to consol or lineas for purcoss of this torm. Consul your own legal counsel.

Signed: Sales Mgr Signed: Customer

	)METER MILEAGE STATEMENT	1338
Federal law (and State Failure to complete or	law, if applicable) requires that you state the mileage on transfer of ownership. the making of a false statement may result in fines and/or imprisonment.	
I, SATURN OF T		rity
	of my knowledge that it reflects the actual mileage of the vehicle described below, wing statements is checked.	00
	rtify that to the best of my knowledge the odometer reading reflects the amount of excess of its mechanical limits.	n No.
☐ (2) I hereby ce	rtify that the odometer reading is NOT the actual mileage.	Z157901
	WARNING — ODOMETER DISCREPANCY	of, and if reed to be
MakeSATURN		
Model SL		<u> </u>
Body Type 4D SED	AN	
Vehicle Identification N	lumber 1682F5287XZ157904	Collision
	999	e collision any policy
Transferor's Name	SATURN OF THE DESERT	le Section
Transferor's Address	68080 PEREZ ROAD	the use, r from the
	CATHEDRAL CITY CA 9223465432	Bysv#Di.
Transferor's Signature	Source of the Descript the Mayor Ball. (ZD Code)	de Public
Date of Statement1		TIES FOR
Transferee's Name	KENDRICK LANDON	1."
Transferee's Address	1824 VERDUGO VISTA DR.	
	GLENDALE (Street) CA 91208	
Transferee's Signature	(Cny) (State) (Zip Code)	
5		

GMAC 5033 (Rev. 4-89) Printed in U.S.A. 500M 4/98

TRANSFEREE

1-LESSEE LESSEE-FIRST NAME		be completed by Branch LAST NAME			! " ' )
OR LESSEE BUSINESS NAME					
CITY		ST ZIP CODE			
A A A Agency E R N E Street Address C S City	State Zip	☐ Lease Assign ☐ Employee Le. Vehicles ☐ Physical Dam Comp	ment ase Used	MAL USE ONLY ☐ Flat Cancellation ☐ Multiple Leases	
AGENCY CONTACT - FIRST IN	TIAL AND LAST NAME		AGENCY PI	HONE	
POLICY NUMBER	EFI	FECTIVE DATE (MM, DD. )	YY) EXPIR		DD, YY)
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#### 4-AGENT

Please attach a Certificate of Insurance to this form, including the coverages and endorsements noted in Section 2 and as authorized by your insured in Section 1. The certificate should then be mailed to PDP Services, Executive Plaza IV, Hunt Valley, MD 21031-1053. Failure to include coverages and endorsements as required or failure to use the notification address above will result in processing delays and may result in additional requests for information.

ACCOUNT NO.

DEALER

LESSOR (Retailer)
SATURN UI . \_ DESERT
68080 PEREZ POAD
CATHEDRAL CITY. CA 922346543

This is an agreement to lease a vehicle. This is not a purchase agreement. You are not buying the vehicle. By signing this lease, you agree to everything on the front and back. "We." us." and "our" refer to Lessor named above and any assignee. An "assignee" is a person to whom this lease is assigned (if it is assigned).

WVUsed , Year	Make & Model	J. Body St	tyle I Vehicle	JDR. MIL	eage	Primary (	Use
	Awaii - F						☐ Business or Agricus
ealer Installed Option	ns:						
		. FED	ERAL CONSUMER LEAS	SING ACT DISCLOSUR	ES		
Amount Due at Lea			Jan. 49	Other Charges (not	part of your monthly		l of Payments
Signing or Delivery (Itemized Below)*	Your, first monthly	payment of \$	is due on	Disposition fee (if you	ı do	iii/ iii	amount you will have by the end of the lease
			payments of		icle)	S NA	
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	The lotar or your						,
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ross capitalized co	st. The agreed upon value of	the vehicle (\$	and any ite	ems you pay for over the	lease term (such as	service contracts,	10.300.00
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ITEMIZATION OF GROSS CAPITALIZED     Agreed upon value of the vehicle			s_12.515.00	<ol> <li>CHARGE FOR FINES. If the government places a line on the vehicle and you do not pay it promptly, we may pay it. Each time we pay a line, you will pay us the line plus \$20.</li> </ol>
GMAC administrative fee		+	\$	
License/registration/title lees		*********	s <u>***</u> *********************************	<ol> <li>OPTIONAL LIFE AND DISABILITY INSURANCE. We do not require life or disability insurance. If you sign below, we will try to get the coverage(s) checked for the lease term.</li> </ol>
Sales lax,		*	s	We will include the premium in your base monthly payment. A notice you receive when you
Other lax (describe)		<b></b> +	s	"sign this lease describes the coverage(s). The insurance may not cover taxes and other
Optional service contracts				amounts due besides the base monthly payment.
	\$	N/A	•	Insurer Name
	\$	876		Address
Total service contracts		+	\$	VOOLES22
Optional life insurance	\$	R/A		Titile Insurance (Title see Cit Contessee Ci Roth) Premium \$ 17.4.
Optional disability insurance	\$	11/1		Ditie insurance (Dicessee Dico-ressee Dicorressee Dico
Total insurance				Coverage Limit
*		+	5	Constant (Cesses Ciny)
		+	\$ 41/4	Monthly Coverage Chim & Comments
			s 11.310.00	Lessee's Signature Age
Approximate Consideration Consideration Consideration Consideration Consideration			V	Co-Lessee's Signature Age
2. THE VEHICLE YOU ARE TRADING.	(year)	(make)	(model)	<ol> <li>WARRANTY AND EXCLUSION OF WARRANTY. You have the benefit of any warranty checked below.</li> </ol>
Gross trade-in value			\$ N/A	
Payoff			S 11/A	X: Standard manufacturer's warranty
Net trade-in value		=	S	Warranty papers that are separate from this lease state any coverage limits.
3. OFFICIAL FEES AND TAXES. You will pa and inspection fees for the vehicle. You will government levies on you, the vehicle, or u your monthly payment if taxes change. We n BOTAL ESTIMATED FEES AND TAXES YOU MUST	pay all taxes is (except our nay bill you se	on the lease of net income tall parately for off	or the vehicle that the xes). We may change icial fees and taxes.	We are giving you a warranty that the vehicle conforms to the description in this lease. THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE.  The following applies only if this lease is not primarily for personal, family, or household purposes: WE MAKE NO IMPLIED WARRANTY OF MERCHANTABILITY, THERE IS NO WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE.
Tille fees				
Registration fees				9. OPTIONAL SERVICE OR MAINTENANCE CONTRACT.
License lees				Name
Sales/use taxes (including tax on capitali				Term N/A months, N/A miles.
Excise taxes				If you are buying a service or maintenance contract now, you may pay for it at lease signing. If
Personal property taxes				you do not, the price will be in the capitalized cost, and you will pay rent charges on the price.
Other (describe)			4	10. ASSIGNMENT BY LESSOR.
4. LATE CHARGE. If you do not pay a mor		4		X: If this box is checked, Lessor (Retailer) will assign this lease and sell the vehicle to General Motors Acceptance Corporation ("GMAC").  If this box is checked, GMAC helped to arrange this lease and Lessor (Retailer) will assign
you will pay a late charge of \$4.	may payment	III IQII WIIIIII 3	o days after it is que,	Il this have a chartest GMAC helped to arrange this leave and I event (Betailer) will assign
E Proposition of the second				it and sell the vehicle to Central Originating Lease Trust.
S. EXCESS MILEAGE CHARGE. The total a	illowed mileag	e on the odom		If this box is checked, Lessor (Retailer) will assign this lease and sell the vehicle to
Starting odometer mileage			miles	C it will bow in critical, consor, (ridewall, will essibli his less sitt sall the settice to
Base mileage allowanca			miles	P7 16 this base is about at 1 across P2-4-21-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4
Purchased extra miles			miles	If this box is checked, Lessor (Retailer) intends not to assign this lease.
Total allowed mileage			JOOLI miles.	The assignee may designate Vehicle Asset Universal Leasing Trust, or its trustee, as agent to hold title for the benefit of the assignee on the vehicle's certificate of title and/or registration.
Year paying \$ ior extra miles.  per mile for each unused extra lease ends early, you buy the vehicle, or the	At scheduled mile you purd	l lease end, v hased. There	we will credit you with will be no credit if the	The sale and assignment will not be considered to change materially your duties, burden, or risk under this lease.
The excess mileage charge is \$	er mile for eac	th mile beyond	35011 miles.	After assignment, GMAC will service this lease, if GMAC is the assignee or if GMAC helped to arrange this lease. You must then make all payments to GMAC (for its or the assignee's account or as otherwise directed. If we assign this lease, you will not receive notice of assignment
			1100	18/2

		The earlier you end the lease, the eater this charge is likely to be.
Excessive Wear and Use. You may be charged for excessive	based on our standards for no	ormal use and for mileage in excess to miles por year at the rate of \$ per mile.
Purchase Option at End of Lease Term. You have an opion t	to buy the vehicle at the end	of the lease term for \$ plus official fees and taxes.
	nal information on early terr	mination, purchase options and maintenance responsibilities, warranties, late and default
charges, and insurance.		
TENERATION OF CROSS CARITALIZED COST		C OWNERS FOR CHIEC HA
TEMIZATION OF GROSS CAPITALIZED COST.  Agreed upon value of the vehicle	s 12.515.00	<ol><li>CHARGE FOR FINES. If the government places a line on the vehicle and you do not pay promptly, we may pay it. Each time we pay a line, you will pay us the line plus \$20.</li></ol>
GMAC administrative lee	+ \$ 305,00	prompay, we may pay in according to pay a mor year on pay as are me proceed.
License/registration/title fees		7. OPTIONAL LIFE AND DISABILITY INSURANCE. We do not require life or disability
Sales lax		insurance. If you sign below, we will try to get the coverage(s) checked for the lease term
Other tax (describe)	2012/1	We will include the premium in your base monthly payment. A notice you receive when you
Optional service contracts		Sign this lease describes the coverage(s). The insurance may not cover taxes and other amounts due besides the base monthly payment.
Opinistal Service Contracts	1/A	and and add add and and and and and and
\$	1/1	Insurer Name
	Andrew Comments	Address
Total service contracts	+ 5	
Optional life insurance		☐ Life Insurance (☐ Lessee ☐ Co-Lessee ☐ Both) Premium \$ 17/4
Optional disability insurance		Coverage Limit \$
Total insurance		Disability Insurance (Lessee Only)  Disability Insurance (Lessee Only)
		Monthly Coverage Limit \$ 11/4.
	+ \$	Lessed's Signature Age
Gross Capitalized Cost	= \$	Co-Lessee's Signature Age
HE VEHICLE YOU ARE TRADING. (year) (make		
(year) (make	e) (model)	<ol> <li>WARRANTY AND EXCLUSION OF WARRANTY. You have the benefit of any warran checked below.</li> </ol>
ss trade-in value	\$ <u>1173</u>	XID Standard manufacturer's warranty
off	\$	C Standard manufacturer's warranty
trade-in value	= \$	Warranty papers that are separate from this lease state any coverage limits.
OFFICIAL FEES AND TAXES. You will pay all government licens	e. title, registration, testing,	We are giving you a warranty that the vehicle conforms to the description in this lease.
inspection leas for the vehicle. You will pay all taxes on the le	ase or the vehicle that the	THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE.
ernment levies on you, the vehicle, or us (except our net incom	ne taxes). We may change	The following applies only if this lease is not primarily for personal, family, or household
monthly payment if taxes change. We may bill you separately to		purposes: WE MAKE NO IMPLIED WARRANTY OF MERCHANTABILITY. THERE IS N
L ESTIMATED FEES AND TAXES YOU MUST PAY DUTING LEASE	s 1	WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE.
ille fees	\$ 15/7.	9. OPTIONAL SERVICE OR MAINTENANCE CONTRACT.
egistration fees		10000
iconso lens	\$ 25.11.111	Name
Sales/use taxes (including tax on capitalized cost reduction)	S	
xcise laxes	s 3773	If you are buying a service or mainlenance contract now, you may pay for it at lease signing.
Personal property taxes		you do not, the price will be in the capitalized cost, and you will pay rent charges on the price
Other (describe)		10. ASSIGNMENT BY LESSOR.
Jiner (describe)	3	If this box is checked, Lessor (Retailer) will assign this lease and sell the vehicle
LATE CHARGE. If you do not pay a monthly payment in full wit	hin 30 days after it is due.	General Motors Acceptance Corporation ("GMAC").
will pay a late charge of \$4.		If this box is checked, GMAC helped to arrange this lease and Lessor (Retailer) will assign
Control Control Control (Control (Contr		it and sell the vehicle to Central Originating Lease Trust.
XCESS MILEAGE CHARGE. The total allowed mileage on the o	Mometer at lease end is:	☐ If this hox is checked, Lessor (Retailor) will assign this lease and seif the vehicle to
larling odometer milenge	, 16 miles	
		☐ If this box is checked, Lessor (Retailer) intends not to assign this lease.
lase mileage allowance + turchased extra miles +	miles	The assignee may designate Vehicle Asset Universal Leasing Trust, or its trustee, as ager
otal allowed mileage	miles.	to hold title for the benefit of the assignee on the vehicle's certificate of title and/o
are paying \$ lor extra miles. At scheduled lease en	d	registration.
are paying \$lor extra miles. At scheduled lease en	d, we will credit you with	The sale and assignment will not be considered to change materially your duties, burden, o
per mile for each unused extra mile you purchased. The ends early, you buy the vehicle, or the vehicle is a total loss.	ere will be no credit if the	risk under this lease.
	. 36011	After assignment, GMAC will service this lease, if GMAC is the assignee or if GMAC helped to
excess mileage charge is \$O per mile for each mile bey e lease ends early, any excess mileage and woar charge will	and he more than residual	arrange this lease. You must then make all payments to GMAC (for its or the assignee's account or as otherwise directed. If we assign this lease, you will not receive notice of assignment
te minus the vehicle sale price. There is no excess mileage cha	arge if you buy the vehicle.	or as otherwise directed, if we assign this lease, you will not receive notice of assignment
	THERE IS NO CO	OLING OFF PERIOD
alifornia inw does not provide for a "cooling off" or other canc	eliation period for vehicle les	ases. Therefore, you cannot later cancel this lease simply because you change your mind, decided
he vehicle costs too much, or wish you had acquired a different y	ehicle. You may cancel this le	ease only with the agreement of the lessor or for legal cause, such as fraud.
THIS IS THE ENTIRE AGREEMENT. This lease contains the or	olice agreement between vo	u and us relating to the lease of the vehicle. Any change to the terms of this lease must be in
writing and signed by you and us. No oral changes are binding, I	Ne may delay or refrain from	enforcing any of our rights under this lease without losing them. Lessee (and Co-Lessee) initials
charge is included in this lease for public liability or property d	any plank spaces to be illicon	d in; (2) You are entitled to a completely filled in copy of this lease; (3) Warning — Unless a
(; ()	amage meananest payment	tor mar coverage is not provided by this lease.
YOU SIGNED AND RECEIVED A COMPLETELY		Y. CA 022346513 ON OCTOBER 6. 1998
		(State) (month) (day) (year)
	(cily	A 10 10 10 10 10 10 10 10 10 10 10 10 10
FILLED-IN COPY OF THIS AGREEMENT AT		
FILLED-IN COPY OF THIS AGREEMENT AT	3Y:	CO-LESSEE:
		P
ESSOR:	BY:	TITLE:
ESSEE:  ESSOR:  ESSOR:	3Y:	TITLE:
ESSEE:  ESSOR:  ESSOR:	3Y:	P
ESSOR:  ESSOR:  ESSOR:  ESSOR:  Or assigns all right, title, and interest in this lease to the party with the assignee (the "Dealer Agreement"). Lessor also assigns the terms of the Dealer Agreement.	3Y:	TITLE:

#### NEW VEHICLE DEALER NOTICE TEMPORARY IDENTIFICATION

(Must be affixed to the vehicle before delivery to the purchaser)

7629362

3.1	EODY TYP		SEDAN	VEHICLE	DENTIFIC	ATION NUMBER	F528	7×21579	904	
AS A NEW V	EHICLE IMO, DAYYA.	121		DEALER'S	. 7	307		SALESP	PERSON'S NUMBER	339557
TRUE FULL	NAMEIS:									**************************************
venot	100 A 101A	UR.								2 %
	R SALE. DEALER READING HERE.		] [],[							RSON'S NUMBERS. This ion for registration or title
	<b>学</b> 表现 1000000000000000000000000000000000000				+ 3				The state of	***************************************

NUTO 10/08/178 TO 10/08/177 17 LICENSE NUMBER 4DJP 784

VEHICLE IDENTIFICATION 7X 21 57704

NOTO 10/08/178 CVLS.

NOTO 10/08/178 CVLS.

DATE FIRST SOLD CLASS

VY. MIODEL VY. MIODEL CVLS.

DO 00/00/178 CY 0000 1797

NOTAL FEES PAID

TYPE VEH MP AX NC UNLAGEN WEIGHT 5292

1700 4

OWNER

VAULI FOR CHAC OR COLT LSR MOIOR KENDRICK L LSE C/O GHAC LASA VERDUGO VISTA DR CA 91208

CMAC PO BX BLZL COCKEYSVILLE

MD

57030

D0517781105040014C

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
VALIDATED REGISTRATION CARD
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

A 1667623

REG-STERED L-EXTOLDER

PAGE 81

7604165

#### INSURANCE IDENTIFICATION CARD

ISTATE CA

COMPANY

MERCURY INSURANCE COMPANY

POLICY NUMBER

EFFECTIVE DATE

EXPRATION DATE

AP04229527

04/07/99

10/07/99

MAKE MODEL

VEHICLE IDENTIFICATION HUMBER

1999 SATURN SL 4DR SDN 1G8ZF528XZ157904

AGENCY/COMPANY ISSUING CARD

DMA Insurance Services

471 E. Tahquitz Canyon #213

Palm Springs

CA 92262

MOUPED

ROBERT J. CIPRIANO 155 S. PALM CANYON DR #A25

PALM SPRINGS

CA 92262

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

- 1. Name and address of each driver, passenger and witness.
- 2. Name of Insurance Company and policy number for each vehicle involved.

ACORD BO (1/83)

@ ACORD CORPORATION 1963

그는 나는 이 사람이 이 그런다 의료 보고 있다면 하면 하면 되었다. 그는 그 그는 얼마나 나를 하는 사람이 하면 하고 있다면 하는데 하는데 나를 다 되었다.	
04/22/1999 14:40 76041	DMA

FROM 12:01 AM TO 12:01 AM

10/07/1998

PERSONS INSURED

4537

04/07/1999

MERCURY INSURANCE COMPANY AUTOMOBILE POLICY DECLARATIONS IMPORTANT COVERAGE EXCLUSION

APPLICABLE TO ALL COVERAGES, INCLUDING BUT NOT LIMITED TO, LIABILITY AND UNINSURED MOTORISTS, PROVIDED NOW OR LATER. It is agreed that the insurance afforded by this policy shall not apply nor accrue to the benefit of any insured or any third party claimant when any motor vehicle is being used or operated by a person listed below regardless of where the person resides or whether the person is licensed to drive.

155 S PALM CANYON DR #A25 MALING 180 S FALM SPRINGS CA 92282

DMA INSURANCE SERVICES

POLICY NUMBER

ROBERT J CIPRIANO ROBERT J CIPRIANO KENDRICK MOXON

AP04229527

NAMED INSURED

CORY OF RIBEUARE VEHICLE DESCRIPTION SERVAL NUMBER CARI YEAR SATURN SL SDN 4DR 1G8ZF5287XZ157904 1999 12500 N 10/1998

CAR CARD LOSS PAYEES (LP), ADDITIONAL INTERESTS (AI), LOSS PAYEES AND ADDITIONAL INTERESTS (LA), GARAGING ADDRESSES (GA) AND REGISTERED OWNERS (RD) OTHER THAN THOSE LISTED ABOVE.

1 LA COLTRUST VAULTHUST ZTH FL EXEC PLAZA IV C/O PDP SRV HUNT VALLEY MD 21031

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY A SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY FOR EACH BUCK COVERAGE IS STATED BELOW SUBJECT TO ALL THE TERMS OF THE POLICY.

COVERAGES	LIMITS OF LIABILITY		PREMIUM	5		SPECIAL EQUIPM	ENT
BOOLY BLURY LIABILITY	\$ 100,000 EACH PERSON \$ 300,000 SACH ACCIDENT		CAR	CAR	TEMS	INSURED AND AM	OUNTE OF
PROPERTY DAMAGE LIABILITY	\$ 100,000 EACH ACCIDENT	237				ICE POR EACH ITEM	
UMBESURED MOTORISTS ROOEY, RIJURY, LIABILITY	3 15,000 EACH PERSON \$ 30,000 EACH ACCIDENT	16				ITEMS INSURED ARE I	BUNGECT TO
PROPERTY DAMAGE LIABILITY	\$ MAXIMUM				CAR O	ITEMS PROURED	LIMIT
COLLISION DEDUCTIBLE WAIVER		4					
MEDICAL EXPENSE	\$ 5000 MEXCESS WITH NO EXCESS	20					
COMPREHENSIVE	DEDUCTIBLE CAR 1 \$ 500 CAR \$ CAR 8	59					
COLLIBION	DEDUCTIBLE CAR 1 \$ 500 CAR \$ CAR \$	126	***************************************				
TOWING & LABOR	\$ 70 EACH DISABLEMENT	6	*****************	***			
MENTAL CAN BENEFIT	\$ 30 PER DAY 30 DAYS	21					
MENTED CAR PHYSICAL DAMAGE	DEDUCTIBLE PER CLAIM (BEE RCPO PREMIUM BELOW)	PRE	MIUMS PER	CAR			
ENDORSEMENTS ATTACHED	TO THE POLICY	489					
U-10 10/1997		RCPO PREMIL	JM .	POLICY FEE			
	유리 얼마나 하는 것이 아니는 아이들이 얼마를 하는 것이 없는 것이 없다.				TOTAL BEI		48

#### IMPORTANT INFORMATION

EFFECTIVE 03/30/1999

This amended policy declarations page replaces all declarations with the same or prior effective date.

Reason(s) Amended

CHANGE OF INSURED'S ADDRESS

This change has resulted in no additional premium.

Any outstanding amount is due as previously billed.

Thank you for placing your business with Mercury Insurance Group.

CAR	OCC DRV	PAT	DAV			RAT	STD	CAR TYPE	-5	BND				RAD	FIN	PERS	FLO	GRF CD	POL		CHG		MEST	BRK	DEV
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4 K				i		100				ļ							1170 515								

04/02/1999

UND. CODE: AAK

AMOUNT DUE:

\$.00

DUE DATE:

Transfer Date: 03/11/1999

LM#SFALINGS,

7604165887 -> GALERIE#LASSE DMA 7604165b1/22/1999 14:40

		<b>EERIOD</b>
POLICY NUMBER	PROM 12:01 AM	TO 12:01 AM
AP04229527	04/07/1999	10/07/1999

MERCURY INSURANCE COMPANY AUTOMOBILE POLICY DECLARATIONS IMPORTANT COVERAGE EXCLUSION

APPLICABLE TO ALL COVERAGES, INCLUDING BUT NOT LIMITED TO, LIABILITY AND UNINSURED MOTORISTS, PROVIDED NOW OR LATER. It is agreed that the insurance afforded by this policy shall not apply nor accrue to the benefit of any insured or any third party claimant when any motor vehicle is being used or operated by a person listed below regardless of where the person resides or whether the person is licensed to drive.

280 S CABALLEROS #236 MALING 280 S CAUSE CA 92282

ROBERT J CIPRIANO KENDRICK MOXON

CM	YEAR	VEHICLE DESCRIPTION	SERIAL NUMBER	VALUE	WEW	PURCHASE	H.P.
1	1999	SATURN SL SDN 4DR	1G8ZF5287XZ157904	12500	N	10/1998	1

LOSS PAYEES (J), ADDITIONAL INTERESTS (AI), LOSS PAYEES AND ADDITIONAL INTERESTS (LAL GARAGING ADDRESSES (CAL AND REGISTERED DWNER (IND) OTHER THAN THOSE LISTED ABOVE. COLTRUST VAULTRUST 7TH FL'EXEC PLAZA IV C/O PDP SRV HUNT VALLEY MD

THE BISLIBANCE AFFORDED IS ONLY WITH RESPECT TO BUCH OF THE FOLLOWING COVERACES AS ARE INDICATED BY A SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY FOR EACH SUCH COVERAGE IS STATED BELOW BUBLIECT TO ALL THE TERMS OF THE POLICY. THE LIMIT OF LIABILITY FOR COMPREHENSIVE AND COLLISION COVERAGE SHALL NOT EXCEED THE "COST" SHOWN ABOVE SPECIAL EQUIPMENT LIMITS OF LIABILITY COVERAGES PREMIUMS 9 100,000 EACH PERSON \$ 300,000 \$ 100,000 BACH ACCIDENT BODILY BLIURY LIABILITY EACH ACCIDENT ITEMS INSURED AND AMOUNTS OF

263 PROPERTY DAMAGE LIABILITY UNINGURED MOTORISTS ROOKY RUURY LLABILITY UNINGURED MOTORISTS 15 HEREIN. ITEMS INSURED ARE SUBJECT TO 15,000 SACH PERSON \$ 30,000 EACH ACCIDENT THE DEDUCTIBLE MUMIXAM PROPERTY DAMAGE LIAMUTY CAR F ITEMS WEUNED LIMIT COLLISION DEDUCTIBLE WAIVER \$ 5000 X REIMBURSEMENT NO EXCESS 29 MEDICAL EXPENSE DEBUCTIBLE CAR 1 8 500 CAR \$ COMPREHENSIVE CAR 56 DEDUCTIBLE CAR 1 \$ 500 CAR \$ 135 COLLINION 3 70 EACH DISABLEMENT PORTING & LABOR 6 \$ 30 PER DAY 30 DAYS 21 ENTED CAR PHYSICAL DAMAGE DEDUCTIBLE PER CLAIM (SEE RCPD PREMIUM BELOW) PREMIUMS PER CAR

ENDORSEMENTS ATTACHED TO THE POLICY 532 RCPD PREMIUM POLICY FEE U-10 10/1997 532 TOTAL PREMIUM

IMPORTANT INFORMATION

**EFFECTIVE 04/07/1999** 

Your automobile insurance expires and coverage ceases at 12:01 AM on 04/07/1999. Coverage under this policy will become effective provided the premium is paid as indicated on the enclosed NOTICE OF PREMIUM DUE.

YOU MAY SELECT ANY ONE OF THE PAY PLANS SHOWN BELOW.

PAYMENT AMT FEE DUE DATE NEXT PAYMENT DUE DATE PAY PLAN NONE FULL PAY \$532.00 04/06/1999 \$5.00 04/06/1999 \$266.00 \$5.00 06/19/1999 2 PAY \$266.00 \$5.00 04/06/1999 \$177.33 \$5.00 05/20/1999 3 PAY \$177.34 DVR. VIOL. CODE VIOL. DATE VIOL. CODE VIOL. DATE VIOL. CODE VIOL. DATE

21651A 09/22/1998 2

CAA	DCC DRV	RAT	PRN	PIS	BD PTS	SPLT RAT	STD	CAR TYPE	MC	BND	BYM	CLASS	USE		FIN RES	PERS	FLG	GRP CD	MULTI	DOB	CHG	DAV	REST	A/L BRK
1	2	·	<del>;</del> 1	00	01	Ō	N	G DM	N.	69	05	363	BU	5	9	0				1961	0	Y	7	0
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