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SAMPLE CERTIFICATE

6 Attorney for Beverly N. McFarland
as Receiver

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SONOMA – UNLIMITED JURISDICTION**

10
11 BANK OF NORTHERN CALIFORNIA
a California banking corporation,

12 Plaintiff,

13 vs.

14 UNLIMITED INVESTORS, LLC, et al.

15 Defendants.

CASE NO. SCV-4498279

RECEIVER’S CERTIFICATE NO. 3
(\$50,000.00) – Phase I

Complaint Filed: January 20, 2012
Judge: Honorable Mark Tansil

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17 1. FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby
18 acknowledged, Beverly N. McFarland (the “Receiver”), solely in her capacity as the Court
19 Appointed Receiver for certain assets of Defendants, Unlimited Investors, LLC, a Delaware
20 limited liability company, hereby issues this Receiver’s Certificate No. 3 of indebtedness (the
21 “Certificate”) in the sum of Fifty-Thousand dollars (\$50,000.00) to Bank of Northern California,
22 a California banking corporation, and its successors and assigns (“Bank of Northern California”),
23 bearing simple interest at ten percent (10%) per annum.

24 2. The purpose of this Certificate is to provide funds for security services for semi-
25 completed townhomes, temporary fence rental, utilities, landscaping maintenance, working
26 capital reserve for yet unknown urgent expenses that arise, and Receiver’s and her professionals’
27 fees and expenses relating to Phase I of the Unlimited Project in the above identified matter. A
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1 legal description of Phase I of the Unlimited Project is attached hereto as **Attachment “A”** and is
2 incorporated herein by this reference as though set forth in full. Such expenses require immediate
3 payment in connection with the preservation and management of the Receivership Estate, as
4 defined in the Order Appointing Beverly N. McFarland as Receiver For Unlimited entered on
5 February 10, 2012, in the above-captioned matter (hereinafter, the “Order”). A certified copy of
6 the Order was recorded with the Recorder’s Office of the County of Sonoma, California, on
7 February 16, 2012, as Instrument No. 201228211.

8 3. This Certificate is issued under the authority of the Sonoma County Superior Court
9 in and for the County of Sonoma, State of California, pursuant to the Order, which authorize the
10 Receiver to incur expenses reasonably necessary to preserve and protect the assets of the
11 Receivership Estate and the issuance of Receiver Certificates in \$50,000 to increments up to the
12 aggregate amount of \$250,000 if the Receiver does not have sufficient funds to pay receivership
13 expenses.

14 4. This Certificate shall be deemed to be a lien of first priority which shall be repaid
15 prior to all other encumbrances and claims, including but not limited to deeds of trust or
16 mechanic’s liens, other than the cost of administration of the Receivership Estate. The holder of
17 this Certificate is authorized to record a copy of this Certificate with the County Recorder of
18 Sonoma County, California, or such other county in which the receivership estate holds any
19 interest in any real property, but the failure to so record this Certificate shall not affect the priority
20 of the lien for the obligations owed hereunder.

21 5. This Certificate is subject to redemption by the Receiver, or any successor
22 Receiver, at any time before maturity by payment to Bank of Northern California of the principal
23 and interest then owing under this Certificate, providing that there are sufficient funds in the
24 Receivership Estate with which to make such a payment. Upon payment in full of this
25 Certificate, the holder of this Certificate shall immediately return the original, or a copy of the
26 original if the original is not available, of the Certificate to the Receiver, marked “Paid” and
27 record a satisfaction of the obligations evidenced by the said Certificate in any county where the
28 Certificate has been previously recorded.

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6. The Certificate will be effective when signed by the Receiver and the funds to be advanced are received by the Receiver.

7. This Receiver's Certificate No. 3 is a debt of the Receivership Estate, and the Receiver (and her successors as Receiver) shall have no personal liability with respect to any of the obligations referred to herein.

DATED: _____

BEVERLY N. McFARLAND,
RECEIVER