

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address JEREMY W. FAITH (SBN 190647) Jeremy@MarguliesFaithLaw.com SAMUEL M. BOYAMIAN (SBN 316877) Samuel@MarguliesFaithLaw.com MARGULIES FAITH LLP 16030 Ventura Boulevard, Suite 470 Encino, CA 91436 Telephone: (818) 705-2777 Facsimile: (818) 705-3777 <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Sandra K. McBeth, Chapter 7 Trustee	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - NORTHERN DIVISION**

In re: BARON BROTHERS NURSERY, INC., Debtor(s).	CASE NO.: 9:23-bk-10157-RC CHAPTER: 7 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: 05/02/2023	Time: 3:00 pm
Location: Courtroom 5D, 411 West Fourth Street, Santa Ana, California 93101	

Type of Sale: Public Private **Last date to file objections:** May be made orally at the hearing.

Description of property to be sold: All of the plant inventory belonging to the Debtor's bankruptcy estate located at 8860 Stockton Road, Moorpark, California 93021 (the "Stockton Site") and the plant inventory and other retail inventory located at 7568 Santa Rosa Road, Camarillo, California 93012 (the "Camarillo Site") (collectively, the "Assets").

Terms and conditions of sale: The Trustee will sell the property "as-is" "where-is", without any representations or warranties of any kind, subject to overbid at the hearing.

Proposed sale price: \$ 42,000.00

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

Overbid procedure (if any): See the attached "Overbid Procedures."

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Date: May 2, 2023

Time: 3:00 p.m.

Place: Courtroom 5D

411 West Fourth Street

Santa Ana, CA 93101

Appearances may be made by Zoom as well. See attached.

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Jeremy W. Faith Esq. or Samuel M. Boyamian, Esq.

MARGULIES FAITH, LLP

16030 Ventura Blvd., Suite 470

Encino, CA 91436

Telephone: (818) 705-2777

Facsimile: (818) 705-3777

E-mail: Jeremy@MarguliesFaithLaw.com

Email: Samuel@MarguliesFaithLaw.com

Date: 04/27/2023

OVERBID PROCEDURES

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2 While the Sandra K. McBeth, Chapter 7 Trustee for the Bankruptcy Estate of
3 Baron Brothers Nursery, Inc. ("Trustee") is prepared to consummate the sale with the
4 Purchaser Performance Nursery Corporation, a California Corporation ("Purchaser"),
5 she is also interested in obtaining the maximum price for the plant inventory belonging
6 to the Debtor's bankruptcy estate (the "Estate"), located at 8860 Stockton Road,
7 Moorpark, California 93021 and the plant inventory and other retail inventory located at
8 7568 Santa Rosa Road, Camarillo, California 93012 (collectively, the "Assets") as
9 reflected in the Asset Sale and Purchase Agreement (the "Purchase Agreement"), a
10 true and correct copy of which is attached hereto as **Exhibit 1**. Therefore, the sale is
11 subject to overbid and the Trustee seeks approval of the following overbid procedures:

- 12 1. Each potential bidder (other than the Buyer) in order to qualify as a bidder at the
13 Hearing, shall:
- 14 a. attend the hearing on the Motion or be represented by an individual with
15 authority to participate in the overbid process;
 - 16 b. prior to the May 2, 2023 hearing, a deposit to the Trustee's counsel, at the
17 address stated on the first page hereof, by way of cashier's check in the
18 amount of \$53,000 (i.e., the initial overbid purchase price) made payable to
19 "Sandra K. McBeth, Chapter 7 Trustee," (the "Deposit"), and provide to the
20 Trustee's counsel information sufficient to demonstrate to the reasonable
21 satisfaction of the Trustee that the proposed overbidder has the financial
22 ability to complete the sale;
 - 23 c. bid on the identical terms as the Buyer including, but not limited to, an "as-is,
24 where-is" basis, with no representations or warranties regarding the Assets
25 (as defined in the Motion) and with no contingencies.
- 26 2. A party's initial overbid must be no less than \$53,000 (i.e. \$11,000 above the
27 current Purchase Price), with each additional bid in \$1,000 increments ("Overbid").
- 28 3. In her sole discretion, the Trustee may waive the deadline for submission of

1 overbids. The acceptance of any overbid from a qualified bidder will be in the Trustee's
2 sole discretion and may be made prior to or at the time of hearing to confirm the sale.¹

3 4. If qualified overbids are received and accepted by the Trustee, an auction will be
4 held at the time of the hearing on the Trustee's motion for approval of the Proposed
5 Sale. The Trustee will propose to the Court that each overbid at the hearing be at least
6 \$1,000 higher than the then-highest overbid.

7 5. In the event the Trustee receives multiple Overbids in the same amount, the
8 Trustee will accept the Overbids in the order they are received such that only the
9 overbidder submitting such bid first will be deemed to have made a bid in such amount
10 and the other overbidders must increase their bid to be eligible to purchase the Assets.

11 6. At the conclusion of the auction, the Trustee will have the right, based solely on
12 his business judgment and sole discretion, to recommend to the Court for confirmation
13 the offer that the Trustee determines is the best overall offer.

14 7. If the Court approves the sale to a bidding party (hereinafter the "Successful
15 Bidder"), the Successful Bidder will be bound by all of the terms of the Purchase
16 Agreement except as to price, without contingencies (including any financing
17 contingency). The Successful Bidder's Deposit will be retained by the Trustee and will
18 be applied to the sale price. The Successful Bidder's Deposit will be non-refundable in
19 the event that, for any reason whatsoever, the Successful Bidder fails to close the sale
20 timely.

21 8. Should the Purchaser not be the successful purchaser of the Assets, Purchaser
22 is entitled to payment of a break-up fee equal to its actual out-of-pocket expenses for
23 the Storage Fees (as defined in the Purchase Agreement), not to exceed \$10,000.

24 9. The closing will take place as soon as practicable after entry of the Court's Sale
25 Order within 7 days of entry of the order confirming the sale. The Trustee and the
26 Successful Bidder may mutually agree in writing to extend the time for closing.

27 _____
28 ¹ If the Trustee determines at or before the hearing that the bidding procedures should
be altered, the Trustee will so apprise the Court at or before the hearing and will
request approval of the bidding procedures as revised.

1 10. In her sole discretion, the Trustee may request that the Court confirm a “Back-
2 Up Buyer” so that if the Successful Bidder does not close timely the Trustee may sell
3 the Assets to the Back-Up Buyer for the amount of such Back-Up Buyer’s last bid. The
4 Back-Up Buyer’s Deposit will be retained by the Trustee. If the sale to the Successful
5 Bidder does not close timely, the Trustee will advise the Back-Up Buyer accordingly.
6 The closing will take place on or before fourteen (14) calendar days following the date
7 on which the Trustee gives notice to the Back-Up Buyer of the Successful Bidder’s
8 failure to close. The Back-Up Buyer will be bound by all of the terms of the Purchase
9 Agreement except as to price, without contingencies (including any financing
10 contingency). The Back-Up Buyer’s Deposit will be applied to the sale price. The
11 Back-Up Buyer’s Deposit will be non-refundable in the event that the Back-Up Buyer
12 fails to close the sale timely.

13 11. If a qualified overbidder is not the Successful Bidder or the Back-Up Buyer, the
14 overbidder’s Deposit will be returned to the overbidder within ten court days from the
15 date of the hearing. If the sale to the Successful Bidder closes, the Back-Up Buyer’s
16 Deposit will be returned to the Back-Up Buyer within ten (10) court days from the date
17 of closing.

18 **IN THE EVENT THAT ANY BUYER FAILS TO PERFORM, THE DEPOSIT**
19 **WILL BE FORFEITED. ALL SALES ARE AS IS, WHERE IS, WITHOUT**
20 **REPRESENTATIONS, WARRANTY OR RECOURSE.**

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1 **ZOOM INFORMATION FOR THE MAY 2, 2023 HEARING ON THE CHAPTER 7**
2 **TRUSTEE'S MOTION FOR THE SALE OF ESTATE PROPERTY**
3 **IN RE: *BARON BROTHERS NURSERY, INC.***
4 **CASE NO. 2:23-bk-10157-RC**

4 Video/audio web address: <https://cacb.zoomgov.com/j/1610759318>

5 ZoomGov meeting number: **161 075 9318**

6 Password: **648024**

7 Telephone conference lines: **1 (669) 254 5252 or 1 (646) 828 7666**

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Exhibit 1

ASSET PURCHASE AGREEMENT

April 24, 2023

Between

Performance Nursery Corporation

and

Sandra K. McBeth, Chapter 7 Trustee for Baron Brothers Nursery, Inc.

This Asset Purchase Agreement ("Agreement") sets forth the terms and conditions of the purchase (the "Purchase") by Performance Nursery Corporation, a California corporation, ("Buyer" or "PNC"), from Sandra K. McBeth (the "Seller" or "Trustee", including Buyer, hereinafter referred to as the "Parties"), solely in her capacity as chapter 7 trustee for Baron Brothers Nursery, Inc. (the "Debtor"), Bankruptcy Case No. 9:23-bk-10157-RC (the "Case") for the plant inventory belonging to the Debtor's bankruptcy estate (the "Estate"), which are located at 8860 Stockton Road, Moorpark, California 93021 (the "Stockton Site") and the plant inventory and other retail inventory located at 7568 Santa Rosa Road, Camarillo, California 93012 (the "Camarillo Site") (collectively, the "Assets"). PNC and Trustee agree as follows:

RECITALS

A. On March 6, 2023, the Debtor commenced the above-captioned bankruptcy case (the "Bankruptcy Case") by the filing of a voluntary petition under Chapter 7 of Title 11 of the United States Code (the "Bankruptcy Code").

B. Sandra K. McBeth is the duly appointed and acting interim Chapter 7 Trustee of the Debtor's Estate.

C. Among the assets of the Estate are tractors, trucks, trailers, various machinery and equipment, and inventory consisting primarily of plants located at four separate locations in Ventura County, including the Stockton Site and the Camarillo Site.

D. PNC now wishes to purchase, and the Trustee wishes to sell, the plant inventory located at the Stockton Site and the plant and retail inventory located at the Camarillo Site based on the following terms:

I. PURCHASE AND SALE OF REQUIRED ASSETS

1. **Agreement to Sell and Purchase Acquired Assets.** Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants set forth in this Agreement, Seller agrees to sell, assign, transfer and convey to Buyer at the Closing (as defined in Section 6.3 below), and Buyer agrees to purchase and acquire from Seller at the Closing, all of Seller's right, title, and interest in and to all of the Acquired Assets (as defined in Section 2 below). The Acquired Assets will be sold, assigned, transferred and conveyed to Buyer (subject to Section V below) on the Closing Date "as is" and "where is", with no representations or warranties other than those specifically set forth below.

2. **Acquired Assets Defined.** As used in this Agreement, the term “Acquired Assets” means, collectively, Seller’s right, title, and interest in and to the Estate’s inventory of plants, and the containers in which they are currently kept, which are located at the Stockton Site and Camarillo Site. The Trustee has not conducted a detailed inventory of the Acquired Assets. The Debtor has provided the Trustee with the inventory lists attached hereto as Exhibits A and B, which are only estimates of the inventory of the Debtor’s plants located at the Stockton Site and Camarillo Site respectively (the “Inventories”). The Inventories are provided only for purposes of convenience to provide Buyer with an approximation of the types and quantities that make up the Acquired Assets. The Trustee makes no warranties or representations as to the accuracy of the Inventories. Buyer is not relying on the accuracy of the Inventories for purposes of completing the Purchase, and Buyer has performed its own due diligence with respect to the actual property which constitutes the Acquired Assets.

3. **Assets Not Being Acquired.** Assets not being acquired by PNC (the “Excluded Assets”) are:

- (a) Any and all property of the Estate that is not otherwise located at the Stockton Site and the Camarillo Site;
- (b) Any and all other non-plant inventory that is property of the Estate that is located at the Stockton Site and the Camarillo Site, including but not limited to, equipment, machinery, vehicles, trucks, tractors, trailers, forklifts, tools, and parts; and
- (c) The inventory located on the Stockton Site consisting of (a) one hundred and twenty eight (128) Sago Palms.

4. **Asset Transfer; Passage of Title; Delivery**

(a) **Title Passage.** Except as otherwise provided in this Section, upon Closing, title to all of the Acquired Assets shall pass to Buyer; and Seller shall make available to Buyer possession of all the Acquired Assets. Further, upon Buyer’s request, execute assignments, conveyances and/or bills of sale reasonably requested to convey to Buyer title to all the Acquired Assets, as well as such other instruments of conveyance as counsel for Buyer may reasonably deem necessary to effect or evidence the transfers contemplated hereby.

(b) **Delivery of Acquired Assets.** On the Closing Date (as defined in Section 6.3 below), Seller shall make available to Buyer possession of the Acquired Assets, provided however, that the expenses of retrieving, removing and transferring the Acquired Assets shall be borne exclusively by Buyer.

II. PURCHASE PRICE; PAYMENTS

1. **Purchase Price.** Buyer shall purchase, subject to overbid and bankruptcy court approval, the Acquired Assets for Forty-Two Thousand (\$42,000.00) (the “Purchase Price”). Buyer shall provide the full Purchase Price to the Trustee upon execution of this Agreement, which shall become non-refundable in the event of a failure of Buyer to consummate the

Purchase in a timely manner unless the failure of the consummation of the Purchase is due to the fault of the Trustee or the bankruptcy court denying the Trustee's request for approval of the Agreement, and this Agreement is terminated by Buyer due to a material breach or default. Should the bankruptcy court not approve this Agreement, or a third-party be the successful overbidder for the Assets, the Trustee shall return the Purchase Price to the Buyer within two (2) business days of entry of the bankruptcy court's order. Each Party shall be responsible for its own legal, accounting, and other fees and expenses related to the transactions contemplated by this Agreement.

III. OBLIGATIONS ASSUMED

1. Except as otherwise set forth herein, Buyer shall not assume or become obligated in any way to pay any liabilities, debts or obligations of the Debtor or Trustee whatsoever, including but not limited to any liabilities or obligations now or hereafter arising from the Debtor's business activities that took place prior to the Closing or any liabilities arising out of or connected to the liquidation and winding down of Debtor's business liabilities, debts, and obligations of Debtor not expressly assumed by Buyer hereunder are hereinafter referred to as the "Excluded Liabilities."

2. The execution and delivery of this Agreement shall not be deemed to confer any rights upon any person or entity other than the parties hereto or make any person or entity a third-party beneficiary of this Agreement, or to obligate either party to any person or entity.

3. Buyer shall maintain the Acquired Assets as needed at Buyer's expense beginning April 24, 2023, through the Closing Date.

4. Buyer is responsible for the daily storage fees of \$200 per day imposed by the landlord, Camlam Farms, Inc., at the Camarillo Site, which began to accrue from March 15, 2023 and will continue to accrue until all of the plant inventory and equipment are removed from that site (the "Storage Fees").

IV. REPRESENTATIONS AND WARRANTIES

1. PNC represents and warrants to the Trustee that PNC has all corporate power and authority to enter into this Agreement and consummate the Purchase; that PNC has taken all corporate action necessary to authorize this Agreement and the Purchase; and that this Agreement is a valid and binding obligation of PNC, enforceable in accordance with its terms, except as limited by applicable bankruptcy, state or other laws of general application or by general principles of equity that restrict the availability of equitable remedies.

2. Trustee represents and warrants to PNC that Trustee has the legal capacity, subject to bankruptcy court approval, to enter into this Agreement and consummate the Purchase; that Trustee is the duly appointed trustee in the Case; and that this Agreement is a valid and binding obligation of Trustee, enforceable in accordance with its terms, except as limited by applicable bankruptcy, state, or other laws of general application or by general principles of equity that restrict the availability of equitable remedies.

3. The Trustee makes no other representation or warranty, express or implied, to PNC, and hereby disclaims any representation or warranty, express or implied, with respect to the Acquired Assets or any other matter, including any representation or warranty as to

merchantability, fitness for a particular purpose or future results, other than as expressly set forth in this Section. **EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, TRUSTEE MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ASSETS AND PNC WILL ACCEPT THE PROPERTY AND THE ASSUMED LIABILITIES AT THE CLOSING "AS-IS, WHERE-IS" AND "WITH ALL FAULTS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED.**

V. BANKRUPTCY FILING

Trustee shall convey the Acquired Assets free and clear of liens, if any, pursuant to Section 363(b) of the United States Bankruptcy Code ("Code"), together with a good faith finding under Section 363(m) of the Code. Under the Purchase, the Trustee shall proceed diligently and expeditiously to file a motion or motions (the "Sale Motion") as soon as possible, seeking the bankruptcy court's approval hereof, subject to higher and better offers, providing for the sale of the Acquired Assets to PNC. The Trustee shall proceed diligently to obtain approval by the bankruptcy court as soon as possible and request the bankruptcy court to hear the matter on shortened notice, consistent with applicable rules and the bankruptcy court's calendar. In the event PNC is not the successful overbidder, if any, PNC shall be entitled to a break-up fee equal to PNC's actual out-of-pocket expenses for Storage Fees, not to exceed ten thousand dollars (\$10,000.00).

VI. CONDITIONS TO CLOSING

The closing of the Purchase shall be subject to the following conditions:

1. **Approvals.** Entry of orders by the court having jurisdiction over Debtor's chapter 7 case:
 - a. Approving procedures to be utilized by the Trustee for the sale of the Acquired Assets and authorizing the sale of such Acquired Assets to PNC free and clear of liens, if any, under Bankruptcy Code Section 363(b); and
 - b. A finding that PNC is a good faith purchaser entitled to the protections under Bankruptcy Code 363(m).
2. **Assignments and Transfers.** The negotiation, execution and delivery of any required assignment and transfer agreements.
3. **Closing Date.** Each Party will perform all acts required of such Party pursuant to this Agreement to enable the closing ("Closing") to occur on or before May 5, 2023 (the "Closing Date").

VII. CLOSING OBLIGATIONS

1. **Buyer's Closing Obligations.** At the Closing, Buyer shall deliver to Seller the following:

(a) Any overbid amount, if any, by wire transfer to Seller; and

(b) The Assignment and Bill of Sale Agreement, in the form attached hereto as Exhibit C, signed by an authorized officer of Buyer on behalf of Buyer.

2. **Seller's Closing Obligations.** At the Closing, Seller shall deliver to Buyer the following:

(a) Title to the Acquired Assets that are identified on Exhibits A and B attached hereto; and

(b) The Assignment and Bill of Sale Agreement, in the form attached hereto as Exhibit C, signed by the Trustee or by Trustee's counsel on behalf of Trustee.

VIII. MISCELLANEOUS

1. **Bankruptcy Court Approval.** This Agreement will become effective only upon the entry of the Approval Order. Both the Trustee and PNC shall be bound to the terms of this Agreement upon entry of the Approval Order by the bankruptcy court. If the bankruptcy court declines to enter such an order, then this Agreement shall be null and void, and the parties shall return to the positions that they held immediately prior to execution of this Agreement.

2. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, excluding those laws that direct the application of the laws of another jurisdiction.

3. **Counterparts; Electronic Delivery.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Receipt by facsimile, scanned copy or portable document format (PDF) of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

4. **Headings.** The headings of the sections of this Agreement are for convenience and shall not by themselves determine the interpretation of this Agreement.

5. **Amendment of Agreement.** Any provision of this Agreement may be amended only by a written instrument signed by PNC and by the Trustee.

6. **Entire Agreement; Successors, Nominees, and Assigns.** This Agreement constitute the entire understanding between the Trustee and PNC in relation to the subject matter hereof. Any prior and contemporaneous agreement, discussion, understanding or correspondence between the Trustee and PNC regarding the purchase of the Assets is superseded by this Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective executors, administrators, heirs, successors, nominees and assigns of the parties.

7. **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid), return receipt requested,

or sent by Federal Express or similar overnight delivery service from which a receipt may be obtained, or sent by e-mail or facsimile (with confirmation that the email or fax was sent) to:

If to Seller: Sandra K. McBeth, Chapter 7 Trustee
c/o Jeremy W. Faith, Esq.
MARGULIES FAITH, LLP
16030 Ventura Blvd., Suite 470
Encino, California 91436
Facsimile: (818) 705-3777
Email: Jeremy@MarguliesFaithLaw.com

If to Buyer: Performance Nursery Corporation
Attn: Thomas M. Lucas
6001 E. Los Angeles Ave.
Somis, California 93066
Facsimile: (805) 386-0883
Email: toml@performancenursery.com

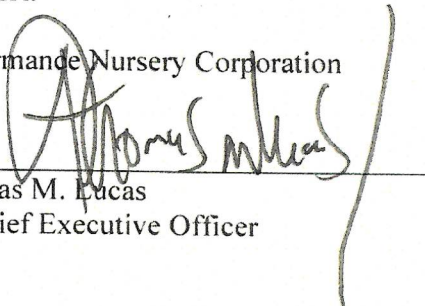
8. **Prior Understandings.** This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement, is intended as a final expression of such Parties' agreement with respect to such terms as are included in this Agreement, is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understandings, agreements, representations and warranties, if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

9. **Attorneys' Fees.** Each Party shall bear its/his/her own attorneys' fees, expenses and costs incurred in connection with the subject matter of this Agreement and the preparation of this Agreement. Nothing in this Agreement shall be interpreted or construed to waive or release any right of the Trustee and/or his professionals to seek compensation and reimbursement from the Estate.

By their signatures below, the Parties hereby agree to the terms of this Agreement, consisting of pages numbered 1 through 6, herein:

BUYER:

Performance Nursery Corporation

By: 
Thomas M. Lucas
Its Chief Executive Officer
Inc.

SELLER:


By: 
Sandra K. McBeth, Chapter 7 Trustee
for Baron Brothers Nursery,

Exhibit A

STOCKTON INVENTORY

DESCRIPTION	SIZE	QUANTITY
ACACIA COUSIN ITT	15G	0
ACACIA COUSIN ITT	01G	
ACORUS VAR	1G	25
AGAPANTHUS AFRICANUS	1G	250
AGAPANTHUS AFRICANUS	5G	86
AGAPANTHUS TINKERBELL	1G	600
AGAPANTHUS TINKERBELL	5G	220
AGAVE AMERICANA VAR	1G	250
AGAVE AMERICANA VAR	1G	40
AGAVE AMERICANA VAR	5G	30
AGAVE AMERICANA VAR	5G	53
AGAVE AMERICANA VAR	15	16
AGAVE ANGUSTIFOLIA	1G	100
AGAVE ANGUSTIFOLIA	5G	85
AGAVE ATTENUATA	1G	104
AGAVE ATTENUATA VAR	5G	12
AGAVE ATTENUATA VAR	15G	21
AGAVE ATTENUATA	15G	240
AGAVE ATTENUATA	05G	257
AGAVE ATTENUATA	24in	39
AGAVE BLUE FLAME	5G	910
AGAVE BLUE FLAME	15G	103
AGAVE BLUE GLOW	3G	180
AGAVE BLUE GLOW	15G	130
AGAVE CUADRICOLOR	1G	100
AGAVE CUADRICOLOR	5G	40
AGAVE DESMETTIANA VAR	5	35
AGAVE DESMETTIANA VAR	1G	45
AGAVE DESMETTIANA VAR	5G	50
AGAVE FELIPE OTERO	1G	12
AGAVE FELIPE OTERO	5G	2
AGAVE FELIPE OTERO	15G	3
AGAVE MEDIO PICTA ALBA	1G	120
AGAVE MEDIO PICTA ALBA	5G	91
AGAVE MEDIO PICTA ALBA	15G	10
AGAVE MEXICANA BLUE	1G	25
AGAVE MEXICANA BLUE	5G	6
AGAVE MEXICANA BLUE	25IN	3
AGAVE MEXICANA BLUE	15G	3
AGAVE QUADRICOLOR	03G	0
AGAVE WEBERI	1G	74
AGAVE WEBERI	5G	90
AGAVE WEBERI	15G	25
AGONIS BURGANDY L/B	15G	0

AGONIS BURGANDY MLT	15G	50
AGONIS BURGANDY MLT	24IN	2
AGONIS BURGANDY MLT	24IN	2
AGONIS BURGANDY STD	15	500
AGONIS AFTER DARK STD	24IN	28
AGONIS AFTER DARK MLT	24IN	2
AGONIS F AFTER DARK LBR	24in	0
ALOE BLUE ELF	1G	325
ALOE ALWAYS RED	5G	24
ALOE STRIATA	5G	8
ALSOPHILA AUSTRALIS	24in	0
ALSOPHILA AUSTRALIS	36in	0
ANIGOZANTHOS BUSH GOLD	05G	
ANIGOZANTHOS YELLOW	1G	40
ANIGOZANTHOS YELLOW	5G	60
ARAUCARIA BIDWILLII	60	1
ARBUTUS MARINA MLT	15G	45
ARBUTUS MARINA MLT	24in	23
ARBUTUS MARINA MLT	36in	24
ARBUTUS MARINA MLT	36in	27
ARBUTUS MARINA MLT	36in	22
ARBUTUS MARINA MLT	48in	24
ARBUTUS MARINA STD	72in	1
ARBUTUS MARINA STD	15G	500
ARBUTUS MARINA STD	05G	2700
ARBUTUS MARINA STD	24in	60
ARBUTUS MARINA STD	36in	32
ARBUTUS MARINA STD	48in	11
ARBUTUS MARINA STD	48in	0
ARBUTUS OKTOBERFEST MLT	15G	115
ARBUTUS OKTOBERFEST STD	15G	15
ARBUTUS UNEDO STD	15	20
ARBUTUS UNEDO STD	48	1
BAMBUSA ALPHONSE KARR	36	20
BAMBUSA ALPHONSE KARR	24IN	35
BAMBUSA ALPHONSE KARR	15G	100
BAMBUSA ALPHONSE KARR	15G	30
BAMBUSA BLACK	24	4
BAMBUSA GOLDEN GODDESS	24	12
BAMBUSA GOLDEN GODDESS	15G	85
BAMBUSA GOLDEN GODDESS	05G	20
BAMBUSA OLDHAMII	15G	312
BAMBUSA OLDHAMII	36	8
BAMBUSA OLDHAMII	24IN	320
BAMBUSA OLDHAMII	24in	330
BAMBUSA SASA PYGMAEA	5G	150
BAMBUSA TEXTILIS	24"	3

BAMBUSA VENTRICOSA	24	1
BAMBUSA VENTRICOSA	36	4
BAUHINIA PURPUREA STD	60in	2
BLACK MONDO GRASS	1G	1227
BOUGAIN BRASIL STK	15G	0
BRACHYCHITON POPULNEUS STD	108in	1
BRACHYCHITON POPULNEUS STD	84in	2
BRACHYCHITON POPULNEUS STD	72in	1
BRACHYCHITON POPULNEUS STD	60in	1
BUCARNEA	5G	12
BUCARNEA	36	1
BUCARNEA	96	1
BUXUS TOPIARY	36	4
CALODENDRUM CAPENSE	60	1
CALODENDRUM CAPENSE	48	1
CAMELIA JAPONICA STD ASST	05G	0
CAMELLIA JAPONICA	15G	0
CAMELLIA JAPONICA ASST	05G	0
CAMELLIA KRAMERS SUPR STD	15G	0
CEDRUS ATLANTICA	36in	8
CEDRUS DEODARA	96in	5
CEDRUS DEODARA	72in	7
CEDRUS DEODARA	84in	1
CEDRUS DEODARA	48in	3
CEDRUS DEODARA	60in	0
CEDRUS DEODARA	60in	0
CEDRUS PICEA GLAUCAS	30	1
CEDRUS PICEA GLAUCAS	48	1
CEDRUS TOPIARY	SPEC	20
CHAMAEROPS HUMILIS FLD	FLD	0
CHAMAEROPS HUMILIS	60	11
CHAMAEROPS HUMILIS	48in	3
CHAMAEROPS HUMILIS MLT	60in	0
CHAMAEROPS HUMILIS	60in	18
CHAMAEROPS HUMILIS	36in	5
CHAMAEROPS HUMILIS STD	36in	0
CHIONANTHUS RETUSUS STD	15G	80
CHIONANTHUS RETUSUS STD	48in	1
CLIVIA YELLOW	1G	110
CLIVIA YELLOW	3G	20
COPROSMA MARBLE QUEEN	1G	10
COPROSMA MARBLE QUEEN	5G	73
COPROSMA TAUPATA GOLD	1G	10
COPROSMA TAUPATA GOLD	5G	92
CORDYLINE RENEGADE	03G	0
CORDYLINE SALSA	3G	0
CRASSULA JADE	1G	115

CRASSULA JADE	5G	50
CUPRESSUS MACROCARPA	72in	1
CUPRESSUS MACROCARPA	60in	1
CUPRESSUS SEMP	60IN	2
CUPRESSUS SEMP	72	4
CUPRESSUS SEMP	72	1
CUPRESSUS SEMPERVIRENS COL	72in	0
CUPRESSUS SEMPERVIRENS COL	48in	0
CUPRESSUS SEMPERVIRENS COL	60in	0
CYCAS REVOLTA MLT	36in	0
CYCAS	36	195
CYCAS	15G	9
CYCAS	36	39
CYCAS	48	6
CYCAS REVOLUTA	24IN	60
CYCAS REVOLUTA	17in	45
CYCAS REVOLUTA	20IN	69
CYCAS REVOLUTA	48in	0
CYCAS REVOLUTA CAN#7,4000	14in	0
DIANELLA T VARIEGATA	03G	10
DIANELLA T VARIEGATA	01G	0
DICKSONIA ANTARCTICA	36in	0
DRAGON FRUIT	1G	695
DRAGON FRUIT	2G	336
DRAGON FRUIT	5G	280
EUGENIA TOPIARY	36	2
EUPHORBIA FIRESTICK	1G	55
EQUISETUM HYEMALE	01G	80
ERIOBOTRYA JAPONICA	72	1
ERYTHRINA CORALLOIDES	96in	1
FEIJOA SELLOWIANA MLT	60in	3
FUCRAEA	84	1
FICUS NITIDA VAR	60	1
FICUS NITIDA VAR	72	1
FICUS RETUSAS STD	84	1
FICUS RETUSAS STD	60	1
FICUS RETUSAS MLT	72	1
FICUS RUBIGINOSA STD	72	1
FIG	36	2
FIG	48	1
FIG	72	1
FRAXINUS UHIRIA	108	1
GARDENIA VEITCHII	1G	40
GARDENIA VEITCHII	5G	140
GINGER	5G	100
GINKGO AUTUMN GOLD	36in	27
GINKGO AUTUMN GOLD	48in	0

GINKGO AUTUMN GOLD	48in	0
GINKO BILOBA	48	5
GINKO BILOBA	72	1
ILEX TOPIARY	24	2
JACARANDA MIMOS MLT	60in	1
JUNIPERUS C BLUE PNT COL	60in	0
JUNIPERUS TOPIARY	36	30
JUNIPERUS TOPIARY	60	2
KOELREUTERIA BIP MLT	60	2
KOELREUTERIA BIP MLT	36in	2
KOELREUTERIA PAN MLT	60	1
KOELREUTERIA PAN MLT	72	1
KOELREUTERIA PAN STD	72	1
KOELREUTERIA PAN STD	48in	2
KOELREUTERIA PAN STD	60in	11
LAGERSTR CATAWBA	60in	4
LAGERSTR DALLAS RED	60	2
LAGERSTR DALLAS RED MLT	60in	1
LAGERSTR MAJ ORCHID	60in	1
LAGERSTR MAJ ORCHID	60in	4
LAGERSTROEMIA MLT	36	1
LAGERSTROEMIA STD	36	1
LAGERSTROEMIA NEAR EAST MLT	48in	0
LAGERSTROEMIA NEAR EAST MLT	60in	0
LAURUS N. SARATOGA STD	60in	0
LAURUS NOBILIS STD	60in	0
LIGUSTRUM JAPONICA 3 TIER	24IN	1
LIGUSTRUM JAPONICA MLT	60	1
LIGUSTRUM JAPONICA STD	60in	0
LIRIODENDRON ARNOLD LBR	60in	0
LIRIODENDRON TULIPIFERA STD	60in	0
MAGNOLIA LITTLE GEM LBR	60in	0
MELALEUCA QUINQUEN MLT	48in	0
MAGNOLIA BIG LEAF LB	48	3
MAGNOLIA BIG LEAF	48	1
MAGNOLIA BIG LEAF	60	1
MAGNOLIA BIG LEAF	72	1
MAGNOLIA DD BLANCHARD LB	48	6
MAGNOLIA DD BLANCHARD	60	1
MAGNOLIA EDITH BOGUE	48	5
MAGNOLIA GRANDIFLORA STD	72	1
MAGNOLIA LITTLE GEM	72	1
MAGNOLIA RUSSET LB	36	54
MAGNOLIA RUSSET LB	48	25
MAGNOLIA RUSSET	60	2
MAGNOLIA SAMUEL SOMMERS	36	7
MAGNOLIA ST MARY LB	60	5

MAGNOLIA ST MARY LB	24	30
MAGNOLIA ST MARY	48	3
MAGNOLIA ST MARY STD	72	2
MAGNOLIA ST MARY STD	60	2
MELALEUCA QUINQUENERVIA MLT	48	1
MELIA AZEDARACH	60	3
METROSIDEROS EXCELSUS MLT	48	1
METROSIDEROS EXCELSUS MLT	36	6
METROSIDEROS EXCELSUS MLT	36	4
METROSIDEROS EXCELSUS STD	48in	3
METROSIDEROS EXCELSUS STD	60in	1
MICHELIA CHAMPACA ALBA LBR	24in	0
MICHELIA CHAMPACA ALBA LBR	24in	0
MICHELIA CHAMPACA LBR	24in	9
MICHELIA X DOL SILVER CLD	24in	140
MICHELIA X DOL SILVER CLD	24in	0
MICHELIA X DOL SILVER CLD	24in	0
MICHELIA X DOL SILVER CLD LBR	36in	0
LAURUS NOBILIS STD	60	1
LAURUS SARATOGA STD	60	1
NANDINA HARBOR DWF	05G	0
NANDINA FIRE POWER	3G	250
OLEA EUROPEA MLT	48	1
OLEA EUROPEA MLT	72	2
OLEA EUROPEA MLT	60	1
OLEA MANZANILLO MLT	72in	0
OLEA WILSONI MLT	48in	0
CLIVIA MINIATA	1G	50
CLIVIA MINIATA	3G	20
OLEA WILSONI STD	48in	0
OLIVE TOPIARY	36	5
OPUNTIA MICRODASYS	24in	0
OSMANTHUS F.THUMBERGII WD	24in	16
PASIFLORA	5G	33
PHILODENDRON XANADU	03G	0
PHOENIX DACTYLIFERA	36in	0
PHORMIUM APRICOT QUEEN	15G	0
PHORMIUM ATROPURPUREUM	15G	0
PHORMIUM BRONZE	15G	90
PHORMIUM PLATT'S BLACK	15G	0
PHORMIUM RAINBOW MAIDEN	15G	0
PHORMIUM SHIRAZ	15G	0
PHORMIUM SUNDOWNER	15G	0
PHORMIUM ZIRACH	15G	143
PINUS CANARIENSIS	72in	1
PINUS PINEA	60	1
PINUS PINEA	72in	3

PINUS PINEA	84	1
PISTACHIA CHINENSIS	72in	2
PISTACHIA CHINENSIS	60	1
PISTACHIA CHINENSIS STD	48in	0
PITTOSPORUM GOLF BALL	15G	64
PITTOSPORUM SILVER SHEEN	15G	40
PITTOSPORUM SILVER SHEEN	15G	0
PITTOSPORUM SILVER SHEEN	05G	0
PITTOSPORUM TEN MARJORIE CHANN	5G	140
PLATANUS BLOODGOOD LBR	48in	0
PLATANUS BLOODGOOD STD	96in	0
PLATANUS BLOODGOOD STD	48in	0
PLATANUS BLOODGOOD STD	60in	0
PLATANUS RACEMOSA LBR	96in	0
PLATANUS RACEMOSA LBR	72in	0
PLATANUS RACEMOSA LBR	60in	0
PLATANUS RACEMOSA STD	48in	0
PLATANUS RACEMOSA STD	60in	0
PODOCARPUS GRACILOR LB	48	1
PODOCARPUS GRACILIOR LB	96in	3
PODOCARPUS GRACILIOR LB	72in	1
PODOCARPUS GRACILIOR LB	60	1
PODOCARPUS GRACILOR MLT	48	1
PODOCARPUS GRACILIOR MLT	36	1
PODOCARPUS GRACILIOR MLT	48in	2
PODOCARPUS GRACILIOR STD	48in	1
PODOCARPUS HENKELII COL	72in	0
PODOCARPUS ICEE BLUE COL	24in	42
PODOCARPUS HENKELII	72	1
POTULACARIA AFRA	1G	170
POTULACARIA AFRA	5G	104
PORTULACARIA AFRA	15G	31
PRUNUS CAROLINIANA STD	60in	0
PSIDIUM CATTLEIANUM MLT	36in	0
QUERCUS AGRIFLOIA LB	84	1
QUERCUS AGRIFOLIA LB	72	1
QUERCUS AGRIFOLIA NAT	84in	0
QUERCUS AGRIFOLIA NAT	72in	0
QUERCUS AGRIFOLIA NAT	48in	0
QUERCUS AGRIFOLIA STD	96in	1
QUERCUS AGRIFOLIA STD	48in	0
QUERCUS AGRIFOLIA STD	60in	2
QUERCUS ILEX	108	2
QUERCUS ILEX STD	48	1
QUERCUS ILEX STD	84in	1
QUERCUS ILEX STD	96in	2
QUERCUS ILEX STD	60	1

QUERCUS LOBATA	120in	0
QUERCUS LOBATA STD	48	1
QUERCUS LOBATA STD	72	2
QUERCUS LOBATA STD	84in	3
QUERCUS LOBATA STD	96in	4
QUERCUS LOBATA STD	108in	4
QUERCUS LOBATA STD	120	2
QUERCUS LOBATA STD	60in	1
QUERCUS SUBER STD	36in	0
QUERCUS LOBATA STD	48in	1
QUERCUS SUBER STD	60in	0
QUERCUS VIRGINIANA MLT	72in	1
QUERCUS VIRGINIANA STD	72in	1
QUERCUS VIRGINIANA STD	72in	1
RHAPHIOLEPIS MAJ BTY PATIO	48in	0
RHAPHIOLEPIS MAJ BTY MLT	60	1
RHAPHIOLEPIS MAJ BTY STD	48	1
RHUS LANCEA MLT	84in	5
RHUS LANCEA MLT	96in	1
RHUS LANCEA STD	96in	2
RHUS LANCEA STD	84in	1
RHUS LANCEA STD	48in	1
RHUS LANCEA STD	60in	1
SCHINUS MOLLE LB	120	1
SCHINUS MOLLE MLT	84in	1
SCHINUS MOLLE STD	120in	0
SCHINUS MOLLE STD	48in	0
SCHINUS TEREBIN MLT	96in	0
SCHINUS TEREBIN MLT	84in	0
SCHINUS TEREBIN MLT	72in	0
SCHINUS TEREBIN MLT	72in	2
SCHINUS TEREBINITH STD	84in	3
SCHINUS TEREBINITH STD	72in	3
SCHINUS TEREBINITH MLT	96	2
SCHINUS TEREBINITH STD	60in	0
SCHINUS TEREBINITH STD	60in	0
SCHINUS TEREBINITH STD	60in	2
SEQUOIA APTOS BLUE	60in	1
SOPHORA JAPONICA STD	48in	1
SOPHORA JAPONICA STD	60in	1
STRELITZIA NICOLAI	60	5
STRELITZIA NICOLAI	48	2
STRELITZIA NICOLAI	36in	3
TABEBUIA CHRYSOTRICHIA	72in	2
TABEBUIA CHRYSOTRICHIA STD	48in	0
TABEBUIA CHRYSOTRICHIA	60in	6
TABEBUIA IPE STD	72in	1

TABEBUIA IPE STD	84in	1
TABEBUIA STD	36	1
TABEBUIA IPE STD	48in	0
TABEBUIA IPE STD	60in	8
THUJA EMERALD COL	24in	7
TAXODIUM MUCRONATUM	24IN	2
TAXUS HICKSII	36	8
TIPUANA TIPU STD	72in	1
TIPUANA TIPU STD	84in	0
TIPUANA TIPU STD	60in	1
TRACHYCARPUS FORTUNEI DBL	60in	0
TRACHYCARPUS FORTUNEI MLT	60in	0
VIBURNUM PINK DAWN	15G	0
YUCCA FILAMENTOSA	5G	70

Exhibit B

SANTA ROSA

<u>DESCRIPTION</u>	<u>SIZE</u>	<u>QUANTITY</u>
ACER CRISENTUM	36	2
ACER GRISEUM	24in	7
AESCULUS STD	30	1
AGONIS BURGUNDY MLT	24	3
AGONIS BURGUNDY MLT	24	1
AGONIS BURGUNDY MLT	24	2
AGONIS FLEXUOSA STD	24	2
AGONIS FLEXUOSA MLT	24	5
ALBIZIA JULIBRISSIN STD	24	2
ARBUTUS MARINA MLT	24	1
ARBUTUS MARINA MLT	24in	3
ARBUTUS MARINA STD	36	15
ARBUTUS MARINA STD	24	1
ARBUTUS MARINA STD	24in	8
ARBUTUS UNEDO MLT	24	3
BAMBUSA ALPHONSE KARR	24in	7
BAMBUSA ALPHONSE KARR	20	2
BAMBUSA GOLDEN GODDESS	24	3
BAMBUSA GOLDEN GODDESS	36	1
BAMBUSA NIGRA	24	5
BAMBUSA OLDHAMII	20	2
BAMBUSA TEXTILIS	24"	1
BEAUCARNEA RECURVATA	48in	1
BEAUCURNEA	24	3
BETULA ALBA MLT	24	3
BETULA JACQUEMONTII MLT	24	2
BETULA JACQUEMONTII	24	1
BRACHYCHITON POPULNEUS	24	3
BRACHYCHITON POPULNEUS STD	60	1
BRAHEA ARMATA	20	7
BRAHEA ARMATA	72in	2
BUTIA CAPITATA	36	1
BUTIA CAPITATA	48	6
BUXUS GLOBE	24	3
BUXUS PYRAMID	24	1
BUXUS	20	5
CALLISTEMON CITRINUS	24	4
CALLISTEMON VIMINALIS STD	60	1
CASSIA LEPTOPHYLLA STD	36in	1
CEDRUS ATLANTICA	36in	5
CEDRUS DEODARA	36	1
CERCIDIUM HYBRID DESERT MUSEUM ST	24in	1
CERCIS CANADENSIS MLT	24	1

CERCIS CANADENSIS STD	24	6
CERCIS CANADENSIS STD	36	1
CERCIS CANADENSIS STD	36	1
CERCIS FOREST PANSY STD	36	4
CERCIS FOREST PANSY LB	60	1
CERCIS MERLOT LB	24	7
CERCIS MEXICANA LB	24	1
CERCIS OCCIDENTALIS STD	24	1
CERCIS OCCIDENTALIS	24	2
CERCIS OKLAHOMA LB	24in	4
CHAMAEROPS HUMILIS	72in	1
CHAMAEROPS HUMILIS	24in	1
CHAMAEROPS HUMILIS	36in	6
CHAMAEROPS HUMILIS	60	6
CHAMAEROPS HUMILIS	84	1
CHAMAEROPS HUMILIS	48in	7
CHILOPSIS BUBBA STD	24	1
CHILOPSIS BUBBA MLT	24	2
CHILOPSIS BURGANDY MLT	24	1
CHILOPSIS BURGANDY STD	24	2
CHILOPSIS LINEARIS BURGANDY	24	2
CHIONANTHUS RETUSUS STD	36	2
CHIONANTHUS RETUSUS STD	24in	1
CHIONANTHUS RETUSUS	24	6
CHIONANTHUS RETUSUS STD	48in	3
CHITALPA PINK DAWN MLT	24	1
CHITALPA PINK DAWN STD	24	1
CINNAMOMUM CAMP STD	24	3
CINNAMOMUM CAMP MLT	24	1
CINNAMOMUM CAMP STD	24	5
CINNAMOMUM CAMP STD	24	1
CUPANIOPSIS ANACAR	96	2
CUPANIOPSIS ANACAR MLT	24	4
CUPANIOPSIS ANACAR STD	24	5
CUPRESSUS SEMPERVIRENS	60	1
CUPRESSUS SEMPERVIRENS	36	1
CUPRESSUS TINY TOWER	36in	1
CYCAS REVOLUTA	20in	10
ELAEOCARPUS DECIPIENS	24	12
ERIOBOTRYA JAPONICA MLT	48in	1
FICUS BENJAMINA	24	1
FICUS BENJAMINA	24	4
FICUS FLORIDA MLT	36	1
FICUS NITIDA COL	24	3
FICUS NITIDA COL	24	2
FIG MULTI	48	1
FRAXINUS ARIZONA	24	1

FRAXINUS V MODESTO	24	3
GINKGO AUTUMN GOLD	24in	6
GINKGO AUTUMN GOLD	24	2
GINKO BILOBA	36	1
GINKO MAGYAR	24	3
GINKO PRINCETON SENTRY	24	5
GLEDITSIA SHADEMASTER STD	48	1
JACARANDA MIMOS MLT	24	1
JACARANDA MIMOS STD	24in	4
JACARANDA MIMOS STD	36in	1
JUNIPERUS AIRPLANE TOPIARY	42	1
JUNIPERUS DINOSAUR TOPIARY	42	1
JUNIPERUS DOUBLE SPIRAL	30	2
JUNIPERUS SPARTAN PISA	30	3
JUNIPERUS SPARTAN	30	1
JUNIPERUS TOL WEEPING	36	1
JUNIPERUS TOLLESON'S WEEPING	48in	2
JUNIPERUS TOR MILANO	36	1
JUNIPERUS TOR MILANO	30in	3
JUNIPERUS TOPIARY	24	1
KOELREUTERIA BIP	24in	1
KOELREUTERIA BIP	36in	1
LAGERSTR MUSKOGA MLT	48	1
LAGERSTR MUSKOGA MLT	60in	1
LAGERSTR NATCHEZ MLT	48	1
LAGERSTR NATCHEZ STD	60	1
LAGERSTR NATCHEZ STD	48	1
LAGERSTR NATCHEZ STD	48	1
LAGERSTR PECOS MLT	24in	1
LAGERSTR PECOS MLT	24in	2
LAGERSTROEMIA DYNAMITE STD	24	7
LAGERSTROEMIA RED DYNAMITE	24	5
LAURUS N. SARATOGA STD	24	6
LAURUS NOBILIS MLT	24	2
LAURUS NOBILIS MLT	36in	1
LAURUS NOBILIS STD	24in	1
LAURUS NOBILIS STD	24	3
LEPTOSPERMUM LAEVIGATUM MLT	36in	1
LIGUSTRUM JAPONICA MLT	24	1
LIGUSTRUM JAPONICA STD	24	3
LIGUSTRUM SPIRAL	24	1
LIGUSTRUM TEX/RAPH UMBELATA	36	2
LIGUSTRUM TEX 2-TIER	24	2
LIGUSTRUM TEX 3-TIER	36	2
LIGUSTRUM TEX 3-TIER	30	1
LIGUSTRUM TEX 3-TIER	24	1
LIGUSTRUM TEX 3-TIER	24	3

LIGUSTRUM TEXANUM CONE	36	1
LIGUSTRUM TEXANUM std	36	1
LIGUSTRUM TEXANUM	24	12
LIRIODENDRON EMERALD CITY	24	3
LIRIODENDRON TULIPIFERA	24	5
LITHOCARPUS EDULIS	36	3
MAGNOLIA ALTA	36	3
MAGNOLIA DD BLANCHARD STD	36in	1
MAGNOLIA EDITH BOGUE LBR	48in	1
MAGNOLIA EDITH BOGUE	24	1
MAGNOLIA BRANKENS BROWN	24	3
MAGNOLIA G RUSSET LB	24	1
MAGNOLIA G RUSSET LB	48in	1
MAGNOLIA G RUSSET LB	48in	2
MAGNOLIA KAY PARRIS LB	24	2
MAGNOLIA KAY PARRIS STD	24	2
MAGNOLIA KAY PARRIS	24	2
MAGNOLIA LITTLE GEM	24	1
MAGNOLIA LITTLE GEM	60	1
MAGNOLIA LITTLE GEM	60	1
MAGNOLIA LITTLE GEM LB	36	1
MAGNOLIA RUSSET ESP	24	10
MAGNOLIA ST MARY ESP	24in	3
MAGNOLIA ST MARY LB	36	2
MAGNOLIA ST MARY LB	60	2
MAGNOLIA ST MARY LB	84	1
MAGNOLIA ST MARY STD	72	1
MAYTENUS MLT	36in	1
MELALEUCA NESOPHILIA	24	1
MELALEUCA NESOPHILIA MLT	24	3
MELALEUCA QUINQUEN LBR	48	1
MELALEUCA QUINQUEN MLT	24	5
MELALEUCA QUINQUEN STD	24	5
MELALEUCA QUINQUEN STD	72in	1
MELALEUCA QUINQUEN STD	24	1
MELIA	60in	1
METASEQUOIA GLYPTOSTROBOIDES	60in	1
METASEQUOIA GLYPTOSTROBOIDES	72	1
METROSIDEROS EXCELSUS MLT	36in	1
METROSIDEROS EXCELSUS STD	48	1
METROSIDEROS EXCELSUS STD	36in	1
METROSIDEROS EXCELSUS MLT	48in	1
MICHELIA DOLTSOPA LB	24	5
MICHELIA X FOG ALLSPICE	24in	2
MORUS ALBA	24	3
OLEA WILSONII MLT	24	1
OLEA WILSONII MLT	24	4

OLEA WILSONII STD	24	1
OLEA WILSONII STD	36	2
OLEA WILSONII	60	1
OLEA WILSONII	48	1
PHILODENDRON SELLOUM	60in	1
PHOENIX ROEBELINI MLT	36in	2
PHOENIX ROEBELINI STD	24in	1
PHOENIX ROEBELINI STD	36in	2
PHOENIX ROEBELINI	24	7
PINUS CANARIENSIS	24	3
PINUS THUNBERGIANA	20	11
PINUS THUNBERGIANA	36in	5
PINUS THUNBERGIANA	48in	2
PISTACHIA CHINENSIS STD	24	1
PISTACHIA CHINENSIS	24	4
PISTACHIA CHINENSIS	72	1
PISTACHIA RED PUSH	24	3
PLANTS	1G	3400
PLANTS	3G	160
PLANTS	5G	4800
PLANTS	15G	1450
PLATANUS ACERIFOLIA STD	36in	1
PLATANUS COLOMBIA	24	5
PLATANUS MEXICANA	24	1
PLATANUS RACEMOSA LBR	24	1
PLATANUS RACEMOSA LBR	36	5
PLATANUS RACEMOSA STD	24	4
PLUM TREE	36	1
PODOCARPUS GRACILIOR COL	24in	1
PODOCARPUS GRACILIOR MLT	48in	1
PODOCARPUS GRACILIOR STD	72in	1
PODOCARPUS GRACILIOR STD	48	1
PODOCARPUS GRACILIOR STD	24	2
PODOCARPUS HENKELII	48in	1
PODOCARPUS ICEE BLUE	36in	6
PRUNUS CAROLINA	24	1
PRUNUS K.V. LB	24	2
PRUNUS CAROLINA COMP	30	1
PRUNUS CAROLINA COMP	24	1
PRUNUS CARO	24	4
PYRUS KAWAKAMI ESP	24	2
PYRUS KAWAKAMII ESP	30	1
PYRUS KAWAKAMII ESP	24in	1
PYRUS KAWAKAMII LB	60in	1
PYRUS KAWAKAMII STD	24	9
PYRUS KAWAKAMII STD	24	2
PYRUS REDSPIRE	24	5

QUERCUS AGRIFOLIA NAT	24	1
QUERCUS AGRIFOLIA MLT	24	1
QUERCUS AGRIFOLIA STD	36	1
QUERCUS AGRIFOLIA STD	24	4
QUERCUS ILEX	24	3
QUERCUS ILEX MLT	48in	1
QUERCUS LOBATA STD	24	6
QUERCUS SUBER	24in	1
QUERCUS SUBER STD	48in	1
QUERCUS VIRGINIANA LB	72	1
QUERCUS VIRGINIANA STD	24	3
RHAPHIOLEPIS MAJ BTY MLT	24	2
RHAPHIOLEPIS MAJ BTY STD	48	1
RHAPIS EXCELSA	36	1
RHUS LANCEA STD	24	7
ROBINIA PURPLE ROSE	24	2
SCHEFFLERA PARVIFOLIA	48	1
SCHINUS MOLLE MLT	24	1
SCHINUS MOLLE MLT	24	1
SCHINUS MOLLE STD	60	1
SCHINUS TEREBINITH STD	72in	1
STRELITZIA NICOLAI	60in	2
STRELITZIA REGINAE	24in	11
TAXUS HICKSII	24in	4
TAXUS HICKSII	24	1
TRISTANIA CONFERTA	36	1
TRISTANIA LAURINA MLT	24	1
TRISTANIA LAURINA MLT	48	1
ULMUS P DRAKE	24	2
DOLPHIN W/BABIES STATUE	BRONZE	1
DOLPHIN STATUE	BRONZE	1
GIRL GOLFER STATUE	BRONZE	1
MAN GOLFER STATUE	BRONZE	1
FOUR KIDS PLAYING STATUE	BRONZE	1
COWBOY STATUE	BRONZE	1
HOURS STATUE	BRONZE	1
NFL BOY STATUE	BRONZE	1
LADY & CHILD ON BENCH STATUE	BRONZE	1
DEER STATUE	BRONZE	1
MOTHER DEER STATUE	BRONZE	1
BOY & LITTLE SISTER STATUE	BRONZE	1
FISHER BEAR STATUE	BRONZE	1
FISHING WISH BOY STATUE	BRONZE	1
FISHING TEAM WORK STATUE	BRONZE	1
FAMILY FISHING STATUE	BRONZE	1

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
16030 Ventura Blvd., Suite 470, Encino, CA 91436

A true and correct copy of the foregoing document entitled: **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On *(date)* 04/27/2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:

On *(date)* 04/27/2023, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

JUDGE: Hon. Ronald A. Clifford, III 1415 State Street, Crtrm 201 Santa Barbara, California 93101-2511

Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on *(date)* _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

04/27/2023
Date

Angela Saba
Printed Name

/s/ Angela Saba
Signature

ADDITIONAL SERVICE INFORMATION (if needed):

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

ATTORNEY FOR CHAPTER 7 TRUSTEE: Samuel Mushegh Boyamian samuel@marguliesfaithlaw.com,
angela@marguliesfaithlaw.com, helen@marguliesfaithlaw.com, vicky@marguliesfaithlaw.com

ATTORNEY FOR CHAPTER 7 TRUSTEE: Jeremy Faith Jeremy@MarguliesFaithlaw.com,
Helen@MarguliesFaithlaw.com; Angela@MarguliesFaithlaw.com; Vicky@MarguliesFaithlaw.com

ATTORNEY FOR INTERESTED PARTY: Andrew Goodman agoodman@andyglaw.com,

Goodman.AndrewR102467@notify.bestcase.com

ATTORNEY FOR CREDIT FIRST INSURANCE FUNDING: Marc A Lieberman marc.lieberman@flpllp.com,
safa.saleem@flpllp.com

CHAPTER 7 TRUSTEE: Sandra McBeth (TR) jwalker@mcbethlegal.com,
CA65@ecfcbis.com;ecf.alert+McBeth@titlexi.com

ATTORNEY FOR INTERESTED PARTY: Elissa Miller elissa.miller@gmlaw.com

ATTORNEY FOR INTERESTED PARTY: Valerie Smith claims@recoverycorp.com

U.S. TRUSTEE: United States Trustee (ND) ustpregion16.nd.ecf@usdoj.gov

ATTORNEY FOR DEBTOR: William E. Winfield wwinfield@calattys.com, scuevas@calattys.com