To: The Clerk of the Board<br>Re: Rent Increase Arbitration<br>Nomad Village homeowners/Nomad Village Mobile Home Park<br>September 15, 2016

We the homeowners' representatives for the homeowners of Nomad Village respectfully petition for Review by the Board of Supervisors of the opinion and award, dated August 28, 2016, in the matter orf arbitration between Nomad Village homeowners and Nomad Village Mobile Home Park. This petition alleges prejudicial abuse on the behalf of the arbitrator as set forth below.

## BACKGROUND

On July 19, 2016 the Santa Barbara County Board of Supervisors reconsidered the arbitrator's opinion and award on remand as it related to Awards $4,5,6,7,8,11$, and 12 of the arbitrator's March 5, 2016 decision. The board made specific findings and remanded these items back to the arbitrator to "make findings of fact on which the arbitrator's decision is based that are supported by a preponderance of the evidence." A hearing before the arbitrator was allegedly set and held on August 10, 2016. The homeowners presented evidence and legal citations, in their briefs, on which the arbitrator could make findings of fact. The homeowners were not afforded the same opportunity to present oral arguments as was afforded to management's attorney. Management requested that the arbitrator ignore the County's instructions and the homeowners' evidence and return an award in the amount and detail that they requested. The arbitrator released an award letter signed August 28,2016 , awarding all items that management requested. There are no findings whatsoever. Management's brief included 'proposed findings' that the arbitrator copied, almost verbatim, as his 'findings'. The arbitrator made no effort to hide his prejudicial treatment of the homeowners. The fact that the arbitrator allows management's attorney to dictate his
opinion and award through post-hearing briefs violates the Judicial Council's standard of ethics for neutral arbitrators and should be addressed by the County.

HOMEOWNER'S REALLEGE AND REASSERT THEIR EVIDENCE AS PRESENTED Homeowners reallege and reassert their April 10, 2016 Petition for Review by the Board of Supervisors. Homeowners reallege and reassert their August 19, 2016 homeowners Hearing Brief on Remand.

## THE COUNTY'S RESPONSIBILITY UNDER ORDINANCE 11 \& 11A

The County assumed the responsibility and enforcement duties as delineated in Ordinance $\S \S 11$ and 11 A . Ord. §11A-1 includes as an overall purpose to "protect the owners and occupiers of mobilehomes from unreasonable rents." The homeowners have provided the County with ample evidence that management's 'rent increase' violates the County ordinance, includes various instances of fraud, and violates multiple state laws. The County, on the advice of County Council, has decided not to "protect the owners" and their rights to quiet enjoyment and due process, but has taken the position that forestalling management from suing the County, for the third time, is more important than protecting the residents of the County.

## AWARD NO. 4 (AMORTIZATION PERIOD AND RATE)

The arbitrator and the County have had ample evidence that charging interest is not allowed by the ordinance and any amortization rate must be based on the useful life of the capital asset in question. Management, the arbitrator and the county have all ignored the fact that they cannot point to any capital asset in which to make this determination.

County Council will be asked to define the capital asset(s) on which their 'finding' is based, or the Board of Supervisors must find that the arbitrator abused his discretion by failing to proceed in the manner required by law, and not supporting his award with findings, and reverse his award in whole.

## AWARD NO. 5 (ESCROW ACCOUNT AND COSTS EXPENDED)

The arbitrator and the County have had ample evidence that the $\$ 62,145.55$ in question was never noticed, as required by Civil Code §798.32, contains fraud, and violates Civil Code §798.39.5.

County Council will be asked to define the capital asset(s) in the $\$ 62,145.55$ on which their 'finding' is based and to address its illegality, or the Board of Supervisors must find that the arbitrator abused his discretion by failing to proceed in the manner required by law, and not supporting his award with findings, and reverse his award in whole.

## AWARD NO. 6 (PROFESSIONAL FEES)

The arbitrator and the County, including County Council, have had ample evidence that there is no capital asset associated with these fees and are fully aware that they contain violations of Civil Code §798.39.5.

County Council will be asked to define the capital asset(s) on which their 'finding' is based and address the code violations, or the Board of Supervisors must find that the arbitrator abused his discretion by failing to proceed in the manner required by law, and not supporting his award with findings, and reverse his award in whole.

## AWARD NO. 7 (ARCHITECTURE AND ENGINEERING FEES)

The arbitrator and the County have had ample evidence that there is no capital asset associated with these documents, and that management merely copied the documents and represented to the homeowners a fraudulent $\$ 90,000$ transaction. The homeowners have clearly shown management's pursuit of the old documents from the previous owner, the fact that there is no transaction in their financial statements, and that there isn't any document that evidences a monetary transaction of any kind.

County Council will be asked to define the capital asset(s) on which their 'finding' is based and address the phantom transaction, or the Board of Supervisors must find that the arbitrator abused his discretion by failing to proceed in the manner required by law, and not supporting his award with findings, and reverse his award in whole.

## AWARD NO. 8 (PAST PAYMENTS BY PARK OWNERS FOR INCREASED REAL

## PROPERTY TAXES)

The arbitrator and the County have had ample evidence that supplemental taxes are an ordinary operating expense that cannot be passed through as a capital asset. The County has ignored the fact that their supplemental tax bills to the owners (the Bell Trust) are $\$ 31,533.96$ and that management fraudulently represented them to the homeowners as $\$ 130,531$.

County Council will be asked to define the supplemental property tax 'capital asset(s)' on which their 'finding' is based and to address the fraudulent representation of the $\$ 130,531$, or the Board of Supervisors must find that the arbitrator abused his discretion by failing to proceed in the
manner required by law, and not supporting his award with findings, and reverse his award in whole.

## AWARD NO. 11 (LEGAL FEES ASSOCIATED WITH THE CHALLENGE TO THE RENT INCREASE)

The arbitrator and the County have had ample evidence that legal fees are an ordinary operating expense that cannot be passed through as a capital asset. County Council is well aware that many of the line items in management's exhibits relate to their interactions with management's attorney regarding health and safety violations and related penalties. They are also aware that charging these fees to the homeowners is a violation of Civil Code §798.39.5. County Council, charged with making findings in these proceedings, never disclosed the ex parte communications and agreements made with management on the subject matter that they will, again, make a 'finding'. County Council is also well aware that charging these fees are a violation of the California Code of Civil Procedure 1284.2, pertaining to arbitration-related legal fees.

County Council will be asked to define the legal fees 'capital asset(s)' on which their 'finding' is based and to address the code violations, Civil Procedure 1284.2 and their participation in the subject matter that the homeowners are being charged for, or the Board of Supervisors must find that the arbitrator abused his discretion by failing to proceed in the manner required by law, and not supporting his award with findings, and reverse his award in whole.

## AWARD NO. 12 (TOTAL PERMANENT AND TEMPORARY INCREASE)

The arbitrator and the County have had ample evidence that management, the arbitrator, and the
county have ignored the requirement of the ordinance to follow the precise formula promulgated in §11A-5(i), stepwise §11A-5(i)(1) to §11A-5(i)(6). §11A-5(i) states that to determine the amount of any increase in excess of the automatic increase, the arbitrator shall follow steps 1 through 6. This is not a mere suggestion, but a requirement of the law. The ordinance does not provide for management to charge interest whatsoever, and clearly not at any rate they decide based on any phantom principal they decide. The ordinance does not preempt state and federal lending laws; however, that is exactly how management has operated. Management has made up hundreds of thousands of dollars in interest based on phantom principal and is charging the homeowners for both.

County Council will be asked to define the principal on which these 'loans' are based and to address the predatory lending practices, loan fraud, and usurious terms that were unilaterally demanded of the homeowners, or the Board of Supervisors must find that the arbitrator abused his discretion by failing to proceed in the manner required by law, and not supporting his award with findings, and reverse his award in whole.

## CONCLUSION

The County has failed to protect the homeowners, the residents of Santa Barbara County who depend on Ord. $\S 11$ and $\S 11 \mathrm{~A}$, and the ordinance itself. The outcome is an arbitration 'award' that does not "consider all factors" as required by the ordinance. The arbitrator did not consider, nor did he mention once, any evidence presented by the homeowners, depriving the homeowners of due process. Because the County has provided impunity, management has committed fraud, has started a fresh round of huge increases with even larger outrageously false claims, and has
stated through their attorney and shown through their actions that they will not follow Ord.
§11A-8, regarding collection and credits. Management refuses to adjust rents per §11A-8(c) if they don't like them, has ignored the written credit notification per §11A-8(b)(2), and has stated that they will control the timing, amount, and occurrence of any credit as they see fit.

The homeowners request that the County enforce the ordinance, and all superior laws, through the office of the District Attorney.

Dated September 15, 2016

Detra+Namick
Debra Hamrick
Homeowners Representative, off-site for Nomad Village Mobilehome Park homeowners

## DECLARATION OF ELECTRONIC EMAIL SERVICE

I, LINDSE DAVIS, declare that I am, and was at the time of service, over the age of 18 years and am a party to the action mentioned within. My home address is 4326 Calle Real, Space 133, Santa Barbara CA 93110, in Santa Barbara County.

On September 22, 2016, I served the foregoing petition in the matter of RENT INCREASE ARBITRATION, NOMAD VILLAGE HOMEOWNERS/NOMAD VILLAGE MOBILE HOME PARK to the interested parties in this action by delivering a true and correct copy as follows:

By FIRST CLASS MAIL

James P. Ballantine
Attorney for park management
329 E. Anapamu Street
Santa Barbara, CA 93101
By HAND DELIVERY
Natalie Dimitrova (for Don Grady)
Clerk of the Ordinance
County of Santa Barbara
Real Property Division
105 E. Anapamu Street, Room 108
Santa Barbara, CA 93101
I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Executed on September 22, 2016, at Santa Barbara, California.


To: The Clerk of the Board
Re: Rent Increase Arbitration
Nomad Village Homeowners
Nomad Village Mobile Home Park
April 10, 2016

We the homeowners' representatives for the homeowners of Nomad Village respectfully petition for Review by the Board of Supervisors of the opinion and award, dated March 5, 2016, in the matter or arbitration between Nomad Village Homeowners and Nomad Village Mobile Home Park. This petition alleges prejudicial abuse on the behalf of the arbitrator as set forth below.

## BACKGROUND

On January 19, 2016 the Santa Barbara County Board of Supervisors reconsidered their May 15, 2012 actions as it related to Awards 4, 5, 6, 7, 8, 11, and 12 of the Arbitrator's December 20, 2011 decision. The board made specific findings and remanded these items back to the arbitrator to "make findings of fact on which the Arbitrator's decision is based that are supported by a preponderance of the evidence." A hearing before the Arbitrator was set and held on February 17, 2016. The homeowners presented evidence and legal citations on which the Arbitrator could make findings of fact. Management requested that the Arbitrator ignore the County's instructions and the Homeowners evidence and return an award in the amount and detail that they requested.

The Arbitrator released an award letter signed March 5, 2016, awarding all items that management had request. There are no findings whatsoever. The Arbitrator made no effort to hide his prejudicial treatment of the Homeowners.

## Award No. 4 (Amortization Period and Rate)

The County's finding correctly determined that "amortization is based upon the useful life of capital improvements and capital expenses (County Code § 11A-6(a)(2); (b)(2))", and that "The Arbitrator determined that "[a]ll granted temporary increases are to be amortized at $9 \%$ for seven (7) years", but did not make any findings or analysis to support this award."

The Arbitrator made no findings or analysis in his award letter. He ignored the County's finding and awarded Management's request that " 4 . All granted temporary increases are to be amortized at $9 \%$ for seven (7) years." Award number 12 contains a discussion of charging interest.

## Award No. 5 (Escrow Account and Costs Expended)

The County found that "The decision of the Arbitrator is not supported by findings as to whether the $\$ 62,145.55$ in claimed costs are related to capital improvements and/or capital expenses and thus eligible to be passed on to homeowners".

The Homeowners presented evidence that this list of items was never included in the rent increase (attachment F, Exhibit C). Santa Barbara County Ordinance 11A-5(j) states "The total increase shall not
exceed the amount in management's notice of rent increase." Had Management been awarded their total notice of increase, this amount would clearly be in violation of the ordinance. Nowhere does the ordinance discuss 'backfilling' disallowed items with items not originally noticed.

The Homeowners presented evidence that this list of items was created and included expenses that were eight months after the notice of increase, and were ordinary operating expenses, not allowed to be passed through, per the ordinance, according to Management's own evidence. The homeowners presented evidence that this list of items included charges to the landowners, the Bells, not to management and included charges related to building violations (violating California Civil Code Section 798.39.5).

The Arbitrator made no "findings of fact on which the Arbitrator's decision is based that are supported by a preponderance of the evidence." as required by the County's findings, as based on Judge Anderle's June 17, 2014 ruling.

## Award No. 6 (Professional Fees)

The Board of Supervisors remanded this Award back to the Arbitrator to make findings of fact on which the Arbitrator's decision is based that are supported by a preponderance of the evidence. Judge Anderle's ruling stated "In light of the arbitrator's lack of findings in awarding capital improvement and capital expense costs, discussed above, which will be the subject of further proceedings, the arbitrator's findings here may have been influenced by its erroneous determination as to the $\$ 320,000$ escrow funds." Quite simply, there is no capital asset that incurred legal fees.

The homeowners presented evidence that incurred costs must be functionally interdependent components of an asset in order to become part of that capital asset and that these fees were treated as an ordinary expense by management. (Attachment F, Exhibit K). They presented evidence that none of the line items had anything to do with any capital asset. Some of the fees listed were for a 2009 case brought by the homeowners against prior management and settled in favor of the homeowners with legal fees awarded to the Homeowners in a hearing on November 29, 2009.

Many of the line items were dealing with the County Planning and Development department and County Counsel regarding numerous Health and Safety violations. Charging the Homeowners for these fees violates California Civil Code Section 798.39.5.

## Award No. 7 (Architecture and Engineering Fees)

The Board of Supervisors remanded this Award back to the Arbitrator to make findings of fact on which the Arbitrator's decision is based that are supported by a preponderance of the evidence. Judge Anderle's ruling stated in Award number 6 also applies to award number 7, "In addition, the arbitrator's findings here may have been influenced by its erroneous determination as to the $\$ 320,000$ escrow funds. Remand is appropriate as to this award, too." Quite simply, there is no capital asset that incurred A \& E fees.

The homeowners presented evidence that incurred costs must be functionally interdependent components of an asset in order to become part of that capital asset. They presented evidence that there was no monetary transaction between the prior and current Management. Management merely presented copies of the prior Manager's old documents and represented to the Homeowners that $\$ 90,000$ was the purchase price.

The County is aware that none of these documents were ever used for any capital project by the current Management.

## Award No. 8 (Past Payments by Park Owners for Increased Real Property Taxes)

The Board found "the Arbitrator did not make findings to bridge the analytic gap between the evidence presented and the ultimate decision made by the Arbitrator. The Arbitrator did not identify whether the supplemental tax increase was categorized as an increase in operating costs, cost of a capital improvement, or capital expense so as to be passed through to the homeowners; thus, the Board of Supervisors determines that the Arbitrator abused his discretion."

The homeowners presented evidence that Judge Anderle's ruling was clear that the supplemental assessment is an ordinary operating expense, "Thus, the supplemental assessment reflects an increase in property taxes within the meaning of section 11A-5(f)(1) of the Ordinance".

The Arbitrator treated these taxes as a 7 year pass-through, Ord. §11A-6 capital improvement.
The Homeowners presented evidence that the Ground lease clearly shows the taxes are a financing activity related to cost of possession: Rent \#3 (Attachment F, Exhibit H) and that the Code of Federal Regulations, 26 CFR 1.162-11 - Rentals: § 1.162-11 Rentals explicitly defines taxes on behalf of the lessor as rent in acquisition of a leasehold. Judge Anderle's same rational as applied to denying percentage increase applies to taxes, "Here, the arbitrator noted, the Ground Lease included a provision for a $\$ 500,000$ one-time payment which could not be recouped as an operating cost. If the rule were to allow this additional percentage rent to be passed through, the one-time payment could easily be lowered to an equally valuable higher percentage rent, thus converting the same payment from a non-recoupable acquisition cost to a recoupable operating cost. (Ibid.)".

The Homeowners presented evidence that the actual supplemental tax bills equaled $\$ 31,533.96$. (Attachment O) Management's representation to the homeowners that the supplemental taxes were $\$ 130,531$ is a material misrepresentation. The County is aware that the total supplemental assessment since 2008 equals $\$ 31,533.96$.

## Award No. 11 (Legal Fees Associated with the Challenge to the Rent Increase)

The Board found "the Arbitrator did not make findings to bridge the analytic gap between the evidence presented and the ultimate decision made by the Arbitrator. Findings for this Award are especially important because legal fees are not expressly identified in the Ordinance as an allowable operating expense. The Arbitrator did not make findings regarding the final calculation of the legal fees awarded nor did the Arbitrator identify whether the legal fees were categorized as an increase in operating costs, cost of a capital improvement, or capital expense so as to be passed through to the homeowners."

The homeowners presented evidence that Judge Anderle's ruling was clear that the legal fees are an ordinary operating expense, "The Ordinance does not expressly include or exclude legal fees incurred in connection with rent increase notices and proceedings.....(1) Such relevant factors may include, but are not limited to, increases in management's ordinary and necessary maintenance and operating expenses, insurance and repairs ...." (S.B. County Code, ch. 11A, § 11A-5(f)(1).)".

The Arbitrator treated legal fees as a 7 year pass-through, Ord. §11A-6 capital improvement.
The homeowners presented evidence that Management's own testimony was that they had not incurred any of these costs (Attachment M, page 172) and were collecting almost $\$ 1,000$ a month in interest on monies not spent. (This one item alone)

Many of the line items were dealing with the County Planning and Development department and County Counsel regarding numerous Health and Safety violations and the associated penalties. Charging the Homeowners for these fees violates California Civil Code Section 798.39.5.

## Award No. 12 (Total Permanent and Temporary Increase)

The homeowners presented evidence that the Arbitrator had not previously determined increases per Ord. $\S 11 \mathrm{~A}-5(\mathrm{i})$. Section 11A-5(i) provides a precise formula stating "To determine the amount of any increase in excess of the automatic increase, the arbitrator shall:..." follow steps 1 through 6. The Arbitrator ignored the Ordinance and provided management with an award in the same form, amounts, timing and interest rate that they requested.

Ordinance $\S 11 \mathrm{~A}-6$ provides for the cost of capital projects and "reasonable financing costs" that may be passed on to the homeowners. The 'financing costs' are actual borrowings that management may need in order to complete a project and the ordinance allows management to defray some of those costs.

Management is not passing on reasonable financing costs. There are no financing costs for Management to defray. Management is charging the Homeowners $9 \%$ interest as the lender to 150 households. Management has complete control over the term in years, interest rate and loan amount, with the threat of eviction if not paid. Management has sent out eviction notices based on their 'lending practices'.

According to the Federal Deposit Insurance Corporation (FDIC), illegal "predatory lending" typically involves:
"Imposing unfair and abusive loan terms on borrowers, often through aggressive sales tactics, taking advantage of a borrower's lack of understanding of complicated transactions, and outright deception." Simply put, predatory lending becomes a crime in California when the lender manages the loan transaction to extract the maximum value for itself without regard for the borrower's ability to repay the loan.

This would include collecting interest on loan amounts not incurred, as in Award \#11 and others.

## Conclusion

The County's findings and Judge Anderle's ruling were clear that the Arbitrator must make findings of fact on which the Arbitrator's decision is based that are supported by a preponderance of the evidence. The Arbitrator made no findings and provided no analysis. He did not address any of the evidence provided by the Homeowner, as described above.

Therefore, the Board of Supervisors must find that the Arbitrator abused his discretion on each award above by not supporting his award with findings.

Respectfully submitted,
Nomad Village Homeowners

Debra Hamrick
Homeowners Representative

Debra Hamrick<br>813 E. Mason Street<br>Santa Barbara CA 93103<br>805.730.7721<br>August 19, 2016

# NOMAD VILLAGE MOBILEHOME PARK HOMEOWNERS' POST-HEARING BRIEF 

BEFORE STEPHEN BIERSMITH, ESQ. ARBITRATION REMAND HEARING

ON AUGUST 10, 2016

Homeowners' Post-Hearing Brief

Homeowners re-allege and reassert their 2016 Petition for Review by the Board of Supervisors.

Management's pre-hearing brief contains numerous misrepresentations of judicial rulings and ordinance standards that have a direct impact upon the arbitrator's duty and ability to conform to all applicable law and to make informed, impartial decisions supported by adequate findings from the evidence presented by the homeowners, as well as management.

## Management hearing brief on remand re: ex parte

P4L4: "The Santa Barbara Superior Court later found these communications to have been 'improper' and 'inappropriate' and in violation of the law."

False: Below is the actual conclusion on the subject. 6.17.2014 Anderle Ruling Image 1:

Based upon the discussion below with respect to the substantive merits of the writ petition, the court concludes that no prejudice or intentional and heinous misconduct has here occurred by the ex parte communications, and that after an examination of the entire record, it is not reasonably probable that a result more favorable to petitioners would have been reached in the absence of the misconduct.

## Management hearing brief on remand re: order on writ

P4L13: "...the Court ruled in favor of Park Management and against the Board and the homeowners and set aside the Board's illegal order vacating the rent increases, and remanded the matter to the Board to rescind its illegal order vacating the Arbitration Award and to remand to the Arbitrator for further proceedings consistent with the law and the Court's Order."

False: Below is Judge Anderle's actual conclusion. 6.17.2014 Anderle Ruling Image 2:
(4) Disposition

Award Nos. 1, 10, 13 and 14 are not at issue in this petition. As discussed above, the challenge to the Board's ruling on Award No. 3 is moot. The court will deny the petition as to Award Nos. 2 and 9, finding no abuse of discretion. Based upon the foregoing, the court concludes that the Board has prejudicially abused its discretion by not proceeding in the manner required by law as to Award Nos. $4,5,6,7,8,11$, and 12 . The court will grant the petition as to these Awards, and mandate that the Board vacate its reversal of these Awards, and, on reconsideration, exercise its discretion in the manner required by law.

Anderle's ruling is silent in its disposition as to the homeowners. The board then followed the judge's ruling and exercised its own discretion, per the express disposition of the ruling, rather than management's contorted logic and understanding.

## Management hearing brief on remand re: awards 8 and 11

P4L27: "The remand of Awards numbered 8 and 11 was contrary to the Court order and contrary to the Board's own legal counsel's direction, since the Board was simply ordered to set aside its order vacating those awards so that the Arbitration Award was reinstated."

False: Below is Judge Anderle's actual conclusion. 6.17.2014 Anderle Ruling Images 3 and 4:

Thus, the supplemental assessment reflects an increase in property taxes within the meaning of section 11A-5(f)(1) of the Ordinance. To the extent that the Board's reversal of Award No. 8 was based a determination that the arbitrator abused his discretion by considering the supplemental property tax assessments because supplemental property tax assessments were not proper subjects of consideration under section 11A-5(f)(1), the Board's findings to that extent do not support its reversal of Award No. 8 .

The Board did not proceed in the manner required by law by reversing Award No. 11 on the grounds that these legal fees were not to be considered by the arbitrator under the terms of the Ordinance.

Homeowners reincorporate Image 2.

Judge Anderle's award mandates that the board reconsider based on his conclusion that the supplemental tax assessments and the legal fees are to be considered as ordinary operating expenses under §11A-5(f)(1).

Nowhere does Judge Anderle's award require or demand that the 2011 arbitration award be reinstated, nor does management explain where the board has the power or discretion to merely reinstate the arbitrator's award without judicially mandated reconsideration. Had the judge desired to reinstate the 2011 award, he would have done so.

## Management hearing brief on remand re: July 19, 2016 appeal

P5L22: "Other homeowners addressed the Board demanding that the Board vacate elements of the initial arbitration award that had already been upheld by the Superior Court."

False. The court required the board to reconsider based on, and incorporating, its narrow findings. The only elements of the initial award that were upheld were \#2 (ground rents) and \#9 (uncompensated increases), along with confirming the board's reversal of \#5 (capital improvements and expenses). It is inconceivable that the homeowners would "demand" vacating these elements.

## Management hearing brief on remand re: amortization rate

P6L22: "The Court and the Board found that the Arbitrator's findings were sufficient to support the award. Accordingly, there are no grounds to change this award."

False. The board went into lengthy discussions regarding finding abuse of discretion on this award. County counsel discouraged them at every point due to fear of being sued, once again, by management. The board actually found "Because amortization is based upon the useful life of capital improvements and capital expenses (County Code §11A-6(a)(2); (b)(2)) and other remanded Awards are temporary increases related to capital improvements and capital expenses which may be adjusted upon remand, the Board of Supervisors also remands Award 4 to the Arbitrator in light of the reconsideration of other Awards."
6.17.2014 Anderle Ruling Images 5 and 6 :
|The arbitrator provided no findings or analysis to support this award apart from the award itself. (1 |
years." The Ordinance provides for amortization over the useful life of a capital expense. (S.B. County Code, ch. 11A, § 11A-6(b)(2).) The Ordinance otherwise provides no guidance as to either

Based on the above, the arbitrator must support any amortization period and any interest rate awarded, limited to capital improvements and capital expenses only, regardless whether or not there was a finding of abuse.

## Management hearing brief on remand re: award 5 alleged capital assets

P7L8, regarding the $\$ 62,145.55$ : "The Ordinance permits that the costs of capital improvements and expenses, including reasonable financing costs, may be passed on to homeowners at the time of an annual rent increase (S.B. County Code, $11 \mathrm{ch} .11 \mathrm{~A}, \S 11 \mathrm{~A}$ ), and these cost items clearly qualify."

False: Below is Judge Anderle's actual conclusion. 6.17.2014 Anderle Ruling Image 7:

At the arbitration hearing, petitioners made two claims for an increase in rent based upon capital improvements and capital expenses. Petitioners sought an increase in rent based upon $\$ 62,145.55$ in capital improvement expenses previous incurred. (2 AR 418 [exhibit J]; 4 AR 1168.) Petitioners also sought an increase in rent based upon the $\$ 320,000$ in the escrow account and for which petitioners had received proposals. (2 AR 499-504 [exhibit M]; 4 AR 1125, 1145, 1158.) Ken

Judge Anderle clearly stated that these were two separate claims. He went on to incorrectly state that "The arbitrator treated all of the expenses together, without making findings specific to the $\$ 62,145.55 \ldots$." The $\$ 62,145.55$ was never legally, or otherwise, noticed as part of any rent increase sent to ALL homeowners, as required by law, in Exhibit A and Exhibit C. As an un-noticed, illegal increase sought subsequent to and extraneous to the 90-day notification requirement to each of the 150 homeowners, the arbitrator does not have discretion to consider a separate and additional \$62,145.55 increase.
$\S 11 \mathrm{~A}-5(\mathrm{j})$ : The total increase shall not exceed the amount in management's notice of rent increase.

The arbitrator is aware of the fact that this $\$ 62,145.55$ was never noticed, and the awarding of these expenses would, therefore, necessarily be in excess of the notice of rent increase.

The homeowners previously objected in total as these items are not capital, not noticed, include health and safety violations, as also shown in Mr. Ballantine's line-item invoicing, and are expenses billed to entities other than management. Management's Exhibit K Image 8:

| Owner: BELL TRUST 8/12/91 |  | 123 E Anapamusi | Type: Building Violation |
| :---: | :---: | :---: | :---: |
| 4326 CALLE REAL |  | Santa Eartara, Callornia 93101-2053 | Sub-Type: Bullding Without Perm |
| SANTA BARBARA 93110 |  |  | Category: Residential |
| APN: 059-240-006 |  |  | Office Code: Santa Barbara |
| Permit Number: 03BDV-00000-00241 |  |  |  |
| Contact: DONOVAN ELECTRIC Relationship: Agent for Contractor |  |  |  |
| Receipt Number: 86573 |  | Receipt | Payment Date: 08/14/2009 |
| Fee Description | * |  | Payment Amount Applied |
| Building Engr Inspector Ill (hour | urly rate) |  | 1,557.49 |

Managements own documentation shows payment for the county engineer's time on one of the violations contained in violation case $03 B D V-00000-00241$. It also shows that it was billed to, and presumably paid by, Bell Trust. The awarding of a rent increase based on this alleged evidence is a violation of California state law.

California Civil Code798.39.5. (a)(1):
The management shall not charge or impose upon a homeowner any fee or increase in rent which reflects the cost to the management of any fine, forfeiture, penalty, money damages, or fee assessed or awarded by a court of law or an enforcement agency against the management for a violation of this chapter or Part 2.1. (commencing with Section 18200) of Division 13 of the Health and Safety Code, including any attorney's fees and costs incurred by the management in connection therewith.

The arbitrator must make a finding of fact, per the county's instructions, including findings that overcome the evidence presented by homeowners and management's own documents disputing its claim that these are capital improvements.

## Management hearing brief on remand re: award 6 alleged capital assets

P8L22: "The itemized statement (Exhibit Q) has entries supporting at least \$25,000 in legal time spent on issues related to the capital items of the Park, and were reasonably and actually incurred by Park Management."

False: Below is Judge Anderle's actual discussion. 6.17.2014 Anderle Ruling Image 9:

Thus, where professional fees may be correctly categorized as a cost of either a capital improvement or capital expense, such fees may be passed on.

However, the arbitrator does not identify which professional fees are awarded and which professional fees are not except by the total amount awarded. In light of the arbitrator's lack of findings in awarding capital improvement and capital expense costs, discussed above, which will be the subject of further proceedings, the arbitrator's findings here may have been influenced by its erroneous determination as to the $\$ 320,000$ escrow funds. Remand is appropriate as to this award as well.

The judge's ruling, along with the county's finding, requires the arbitrator to provide the line items that make up the award and to, necessarily, define the actual capital asset that was purchased or manufactured.

The arbitrator's legal findings should discuss management's May 2010 lawsuit against the county (management's exhibit Q Image 10):

| 11-May-10 Courier: Filing Writ of Mandate in Santa Barbara Superior Court | $\$ 30.00$ |
| :--- | ---: |
| 11-May-10 Copies of Writ of Mandate | $\$ 15.50$ |
| 11-May-10 Santa Barbara Superior Court Fee for filing Writ of Mandate | $\$ 355.00$ |

And many line items dealing with health and safety violations, violating California Civil Code 798.39 .5 (management's exhibit K Image 11):

> 26-May-10 Further preparation for hearing; T-call: Von Dolen; Represent client at hearing at County on issue regarding administrative fine and violations; Review County documents; Notes to file; Confer w/ Von Dolen; Confer w/ County Counsel

## Management hearing brief on remand re: award 7 alleged capital assets

P9L17: "The \$40,000 awarded reflects compensation for a large portion of the expense of the Plans and drawings, and excludes any permit fees, which may have become stale. (Exhibits J and L.)"

False: Below is Judge Anderle's actual conclusion. 6.17.2014 Anderle Ruling Image 12:

As County points out, the arbitrator did not identify in his findings how the total was reduced to $\$ 40,000$, as for example, whether particular items were disallowed or whether the total was simply adjusted. Especially in light of the above discussion regarding the lack of findings as to permissible capital improvements and capital expenses, the arbitrator's findings are insufficient to determine whether the allowed fees are or are not "costs" of capital improvements or capital expenses as permitted by the Ordinance. In addition, the arbitrator's findings here may have been influenced by its erroneous determination as to the $\$ 320,000$ escrow funds. Remand is appropriate as to this award, too.

The judge's ruling, along with the county's finding, requires the arbitrator to provide the line items that make up the award and to, necessarily, define the actual capital asset that was purchased or manufactured.

The arbitrator's finding must address homeowners' evidence that there was no monetary transaction and that management's financial statements (management's Exhibit N) prove no transaction ever occurred.

Management's evidence further provides for the mere copying of old documents (from prior owner Norm Bremmer) to be represented to homeowners, rather than a negotiation for "valuable documents" (management's Exhibit K Image 13):

30-Nov-08 T-call: Norm Bremer regarding copies of plans (L/M); Draft, revise and finalize letter to
Taylor's attorney regarding status, etc.; Draft \& finalize e-mail to client
4-May-10 Review e-mails and voice mail from Ruben Garcia, Norm Bremer to review what financial
records he has, etc.; he will review and call back; Notes to file
10-Feb-11 T-call: Norm Bremer, prior operator of Park and attorney Bartlett; T-call: Ken Waterhouse, Michael St. John regarding homeowner meeting preparation, documents, etc.

## Management hearing brief on remand re: award 8 supplemental tax assessments

P9L24: "This matter is not properly remanded to the Arbitrator, as the award in the original Arbitration Award was already upheld by the Court."
P10L2: "On this basis, the Court upheld the Arbitration Award No. 8 and ordered that the Board vacate its order reversing Award 8. The Court did not order the matter to be remanded for further findings or any other action."

False: Below is Judge Anderle's actual conclusion. 6.17.2014 Anderle Ruling Image 14:

Thus, the supplemental assessment reflects an increase in property taxes within the meaning of section 11A-5 (f)(1) of the Ordinance. To the extent that the Board's reversal of Award No. 8 was based a determination that the arbitrator abused his discretion by considering the supplemental property tax assessments because supplemental property tax assessments were not proper subjects of consideration under section 11A-5(f)(1), the Board's findings to that extent do not support its reversal of Award No. 8.

Homeowners reassert Image 2, Judge Anderle's disposition. "The court will grant the petition as to these Awards, and mandate that the Board vacate its reversal of these Awards, and, on reconsideration, exercise its discretion in the manner required by law." The board exercised its discretion per Judge Anderle's ruling. Had Judge Anderle wanted to overturn the board and reinstate the arbitrator's award, he would have done so.

Judge Anderle stated throughout his discussion that supplemental property tax assessments are ordinary operating expenses to be considered, along with all other relevant factors, per $\S 11 \mathrm{~A}-5(\mathrm{f})(1)$. Nowhere does he discuss passing these taxes through per §11A-6.

Nor did he address the validity of the amount. For years, the arbitrator and the county have ignored the fact that management fraudulently represented their supplemental tax assessment as $\$ 130,531$.

Santa Barbara County's only supplemental tax assessment on the subject property Image 15 :


The arbitrator must, necessarily, make adequate and reasonable findings as to pass-through treatment, including interest sought by management that does not comply with §11A-6, of ineligible ordinary operating expenses, as well as awarding fraudulently represented dollar amounts.

## Management hearing brief on remand re: award 11 legal fees

P10L26: "The Court found that these legal fees could properly be charged to the homeowners under the terms of the Ordinance, and that the Arbitration Award properly awarded these fees as part of the rent increase."

P11L4: "The Court found that the Board acted improperly by reversing Award No. 11 and ordered that the Board vacate its order reversing Arbitration Award 11. The Court did not order the matter to be remanded for further consideration by the Arbitrator; indeed, it made clear that there was nothing further to consider."

False: Below is Judge Anderle's actual discussion. 6.17.2014 Anderle Ruling Image 16:

The Ordinance does not expressly include or exclude legal fees incurred in connection with rent increase notices and proceedings. The Ordinance provides: "[T]he arbitrator shall consider all relevant factors to the extent evidence thereof is introduced by either party or produced by either party on request of the arbitrator. [ $\boldsymbol{\uparrow}$ ] (1) Such relevant factors may include, but are not limited to, increases in management's ordinary and necessary maintenance and operating expenses, insurance and repairs ...." (S.B. County Code, ch. 11A, § 11A-5(f)(1).)

Mobilehome Park Owners' Association v. City of Oceanside (1984) 157 Cal.App.3d 887, 895). The categorization of legal fees for rent increase applications as generally within the ambit of operating expenses and the absence of any textual basis for categorically excluding attorney's fees leads to the conclusion that inclusion of attorney's fees as operating expenses is a matter to be considered by the arbitrator as a relevant factor subject to the other requirements of the Ordinance.

Homeowners reassert Image 2, Judge Anderle's disposition. "The court will grant the petition as to these Awards, and mandate that the Board vacate its reversal of these Awards, and, on reconsideration, exercise its discretion in the manner required by law." The board exercised its discretion per Judge Anderle's ruling. Had Judge Anderle wanted to overturn the board and reinstate the arbitrator's award, he would have done so.

Judge Anderle stated throughout his discussion on these legal fees that they were ordinary operating expenses, to be considered, along with all other factors, per §11A-5(f)(1). Nowhere does he discuss passing these fees through per §11A-6. Again, the judge specifically stated "...inclusion of attorney’s fees as operating expenses is a matter to be considered by the arbitrator as a relevant factor subject to the other requirements of the ordinance."
$\S 11 \mathrm{~A}-5(\mathrm{a})(1)$ requires that a rent increase comply with state law, which says that unless specifically provided for by an arbitration agreement or statute, or the parties expressly agree otherwise, each party pays all counsel fees, witness fees and other expenses incurred for his own benefit for arbitration and administrative hearings (Code of Civil Procedure Part 3, Title 9, Section 1284.2). Additionally, Code of Civil Procedure Section 1021 limits legal fees for judicial review.

Perpetuating award 11 does not conform to all applicable law; it violates not only the Code of Civil Procedure, but also $\S 11 \mathrm{~A}-4$ (b) of the ordinance, as well as the Judicial Council's ethics standards for neutral arbitrators and the State Bar's rules for professional conduct.

Management's "rent increase legal fees" contain numerous line items for health and safety violations and determinations of health and safety fines. Examples, management's Exhibit S Image 17:

3-Dec-10 Review bill from Mahoney; Review e-mail from Czuleger regarding settlement agreement;

3-Jan-11 Review and respond to e-mail from County Counsel Jerry Czuleger regarding settlement revisions are approved by County; Finalize Settlement Agreement; Draft \& finalize e-mails
21-Jan-11 Draft \& finalize letter to Czuleger transmitting Settlement Agreement, etc.; Assemble 0.4 documents for letter
21-Jan-11 Courier: Hand-delivery correspondence regarding Settlement Agreement to Czuleger's office $\$ 25.00$
spreadsheet; Confer with County Counsel Czuleger; Draft letter to Czuleger; T-call: County

## Management hearing brief on remand re: award 12

P11L16: "The Court noted in its Decision: 'the arbitrator's final calculation is again subject to recalculation after further proceedings mandated by this disposition.' (Decision, p. 30.)"

This quotation is counter to, and proves false, management's argument throughout its brief that the board was merely to vacate their ruling and reinstate the arbitrator's award. Clearly the judge anticipated a different calculation after the board, "on reconsideration, exercise[d] its discretion in the manner required by law."
§11A-6 provides for the cost of capital projects and "reasonable financing costs" that may be passed on to the homeowners. Financing costs are actual borrowings that management may need to complete a capital improvement or capital expense, and the ordinance allows management to defray some of those costs.

Management doesn't seek to be reimbursed for reasonable financing costs. There are no financing costs for management to defray. Management is charging homeowners $9 \%$ interest as the lender to 150 households. Management has complete control over the term in years, interest rate and loan amount, with the threat of eviction if not paid. Management has sent out eviction notices already based on their "lending practices."

According to the Federal Deposit Insurance Corporation (FDIC), illegal "predatory lending" typically involves:
Imposing unfair and abusive loan terms on borrowers, often through aggressive sales tactics, taking advantage of a borrower's lack of understanding of complicated transactions, and outright deception.

Simply put, predatory lending becomes a crime in California when the lender unilaterally manages the loan transaction to extract the maximum value for itself without regard for the borrower's ability to repay the loan.

Management's "loan document" misstates the principal by $\$ 366,934$ on its face. Management's Exhibit A Image 17 and Exhibit C Image 18:
increased tax and lease expense through the date of the effect of the Rent increase. These expenses incurred by the Park, totaling $\$ 564,692.00$, have been capitalized at $9 \%$ interest, amortized over 7 years, for a total monthly rent increase payable beginning May 1, 2011, and terminating April 30, 2018, in the amount of $\$ 102.84$ per space.


Management misrepresented actually charging homeowners an interest rate of $10.2 \%$ (see attachment A) by using a rate of $9 \%$, then subjecting it to a formula that charges interest on amounts of interest and principal that have already been paid.

Management testified under oath that they had not paid any of the legal fees in award 11. However, they are collecting interest at $10.2 \%$, beginning on May 1, 2011, based on this vapor principal (see attachment B). This is more than $\$ 1,000$ a month of illegal interest collections on this one line item alone.

The entirety of management's loan scheme is predatory lending, loan fraud and a violation of homeowners' right under Article 15 of the California Constitution, entitled Usury.

## CALIFORNIA CONSTITUTION

ARTICLE 15 USURY

SECTION 1. The rate of interest upon the loan or forbearance of any money, goods, or things in action, or on accounts after demand, shall be 7 percent per annum but it shall be competent for the parties to any loan or forbearance of any money, goods or things in action to contract in writing for a rate of interest

Homeowners did not contract with management for an interest rate of any kind.

## Management hearing brief on remand overall

Numerous times, management falsely attribute "findings" to county counsel; that authorship cannot be substantiated anywhere. The listed author of the board letter containing "findings" is Natalie Dimitrova of the real property division of general services.

Other false statements, misquotes and absurd interpretations are too numerous to address individually. Homeowners object in total to management's flagrant disregard for the law and Chapter 11A.

## Conclusion

All pass-through rent amounts must be capital assets by law. The board has asked the arbitrator to clarify what those capital assets are and to make adequate findings specific to those capital assets.
§11A-5(a): Management's notice of an increase in the maximum rent schedule shall: (1) Comply with state law.
§11A-4(b): The arbitrator shall set and adjust rents in accordance with the standards set out in this chapter.

Both subsections above include consideration of fraudulent representations of amounts, violations of California's collective codes and predatory, usurious lending practices.

Signed August 19, 2016
Debra Namick
Homeowners Representative
for Nomad Village Mobilehome
Park Homeowners

## DECLARATION OF ELECTRONIC EMAIL SERVICE

I, LINDSE DAVIS, declare that I am, and was at the time of service, over the age of 18 years and am a party to the action mentioned within. My home address is 4326 Calle Real, Space 133, Santa Barbara CA 93110 in Santa Barbara County.

On August 19, 2016, I served the foregoing document entitled NOMAD VILLAGE MOBILEHOME PARK HOMEOWNERS' POST-HEARING BRIEF to the interested parties in this action by emailing a true and correct copy as follows:

Stephen Biersmith
Arbitrator
email: sbiersmith@aol.com

James P. Ballantine
Attorney for park management
email: jpb@ballantinelaw.com

Natalie Dimitrova
County of Santa Barbara
Real Property Division
email: ndimitrova@countyofsb.org

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Executed on August 19, 2016, at Santa Barbara, California


Loan Amortization Schedule

|  | Enter values |
| ---: | ---: |
| Loan amount | $931,626.00$ |
|  | $10.2 \%$ |
| Annual interest rate | 7 |
| Loan period in years | 12 |
|  | $5 / 1 / 2011$ |
| Start date of loan | $5 /$ |
| Optional extra payments |  |


|  | Loan summary |  |  |
| :---: | :---: | :---: | :---: |
|  | Scheduled payment Scheduled number of payments Actual number of payments | \$ | 15,426.71 |
|  |  |  | 84 |
|  |  |  | 86 |
| Payment / number of Units | Total early payments | \$ | - |
| 150 | Total interest | \$ | 380,318.96 |

Lender name:
$\square$

| Pmt. <br> No. | Payment Date |  | Beginning Balance |  | Scheduled Payment | Extra Payment | Total Payment |  | Principal |  | Interest |  | Ending Balance |  | ve Interest |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | 6/1/2011 | \$ | 931,626.00 | \$ | 15,426.71 | \$ - | \$ 15,426.71 | \$ | 7,515.65 | \$ | 7,911.06 | \$ | 924,110.35 | \$ | 7,911.06 |
| 2 | 7/1/2011 | \$ | 924,110.35 | \$ | 15,426.71 | \$ | \$ 15,426.71 | \$ | 7,579.47 | \$ | 7,847.24 | \$ | 916,530.88 | \$ | 15,758.29 |
| 3 | 8/1/2011 | \$ | 916,530.88 | \$ | 15,426.71 | \$ | \$ 15,426.71 | \$ | 7,643.83 | \$ | 7,782.87 | \$ | 908,887.04 | \$ | 23,541.17 |
| 4 | 9/1/2011 | \$ | 908,887.04 | \$ | 15,426.71 | \$ | \$ 15,426.71 | \$ | 7,708.74 | \$ | 7,717.97 | \$ | 901,178.30 | \$ | 31,259.13 |
| 5 | 10/1/2011 | \$ | 901,178.30 | \$ | 15,426.71 | \$ | \$ 15,426.71 | \$ | 7,774.20 | \$ | 7,652.51 | \$ | 893,404.09 | \$ | 38,911.64 |
| 6 | 11/1/2011 | \$ | 893,404.09 | \$ | 15,426.71 | \$ | \$ 15,426.71 | \$ | 7,840.22 | \$ | 7,586.49 | \$ | 885,563.87 | \$ | 46,498.13 |
| 7 | 12/1/2011 | \$ | 885,563.87 | \$ | 15,426.71 | \$ | \$ 15,426.71 | \$ | 7,906.80 | \$ | 7,519.91 | \$ | 877,657.08 | \$ | 54,018.04 |
| 8 | 1/1/2012 | \$ | 877,657.08 | \$ | 15,426.71 | \$ - | \$ 15,426.71 | \$ | 7,973.94 | \$ | 7,452.77 | \$ | 869,683.14 | \$ | 61,470.81 |
| 9 | 2/1/2012 | \$ | 869,683.14 | \$ | 15,426.71 | \$ | \$ 15,426.71 | \$ | 8,041.65 | \$ | 7,385.06 | \$ | 861,641.49 | \$ | 68,855.87 |
| 10 | 3/1/2012 | \$ | 861,641.49 | \$ | 15,426.71 | \$ | \$ 15,426.71 | \$ | 8,109.94 | \$ | 7,316.77 | \$ | 853,531.55 | \$ | 76,172.65 |
| 11 | 4/1/2012 | \$ | 853,531.55 | \$ | 15,426.71 | \$ | \$ 15,426.71 | \$ | 8,178.80 | \$ | 7,247.91 | \$ | 845,352.75 | \$ | $83,420.55$ |
| 12 | 5/1/2012 | \$ | 845,352.75 | \$ | 15,426.71 | \$ | \$ 15,426.71 | \$ | 8,248.26 | \$ | 7,178.45 | \$ | 837,104.49 | \$ | 90,599.01 |
| 13 | 6/1/2012 | \$ | 837,104.49 | \$ | 15,426.71 | \$ - | \$ 15,426.71 | \$ | 8,318.30 | \$ | 7,108.41 | \$ | 828,786.19 | \$ | 97,707.42 |
| 14 | 7/1/2012 | \$ | 828,786.19 | \$ | 15,426.71 | \$ - | \$ 15,426.71 | \$ | 8,388.93 | \$ | 7,037.78 | \$ | 820,397.26 | \$ | 104,745.19 |
| 15 | 8/1/2012 | \$ | 820,397.26 | \$ | 15,426.71 | \$ - | \$ 15,426.71 | \$ | 8,460.17 | \$ | 6,966.54 | \$ | 811,937.09 | \$ | 111,711.73 |
| 16 | 9/1/2012 | \$ | 811,937.09 | \$ | 15,426.71 | \$ | \$ 15,426.71 | \$ | 8,532.01 | \$ | 6,894.70 | \$ | 803,405.08 | \$ | 118,606.43 |
| 17 | 10/1/2012 | \$ | 803,405.08 | \$ | 15,426.71 | \$ | \$ 15,426.71 | \$ | 8,604.46 | \$ | 6,822.25 | \$ | 794,800.62 | \$ | 125,428.68 |
| 18 | 11/1/2012 | \$ | 794,800.62 | \$ | 15,426.71 | \$ - | \$ 15,426.71 | \$ | 8,677.53 | \$ | 6,749.18 | \$ | 786,123.09 | \$ | 132,177.86 |
| 19 | 12/1/2012 | \$ | 786,123.09 | \$ | 15,426.71 | \$ - | \$ 15,426.71 | \$ | 8,751.21 | \$ | 6,675.50 | \$ | 777,371.88 | \$ | 138,853.36 |
| 20 | 1/1/2013 | \$ | 777,371.88 | \$ | 15,426.71 | \$ - | \$ 15,426.71 | \$ | 8,825.53 | \$ | 6,601.18 | \$ | 768,546.35 | \$ | 145,454.54 |
| 21 | $2 / 1 / 2013$ | \$ | 768,546.35 | \$ | 15,426.71 | \$ - | \$ 15,426.71 | \$ | 8,900.47 | \$ | 6,526.24 | \$ | 759,645.88 | \$ | 151,980.78 |
| 22 | 3/1/2013 | \$ | 759,645.88 | \$ | 15,426.71 | \$ - | \$ 15,426.71 | \$ | 8,976.05 | \$ | 6,450.66 | \$ | 750,669.83 | \$ | 158,431.44 |
| 23 | 4/1/2013 | \$ | 750,669.83 | \$ | 15,426.71 | \$ - | \$ 15,426.71 | \$ | 9,052.27 | \$ | 6,374.44 | \$ | 741,617.56 | \$ | 164,805.88 |
| 24 | 5/1/2013 | \$ | 741,617.56 | \$ | 15,426.71 | \$ - | \$ 15,426.71 | \$ | 9,129.14 | \$ | 6,297.57 | \$ | 732,488.42 | \$ | 171,103.45 |
| 25 | 6/1/2013 | \$ | 732,488.42 | \$ | 15,426.71 | \$ - | \$ 15,426.71 | \$ | 9,206.66 | \$ | 6,220.05 | \$ | 723,281.75 | \$ | 177,323.49 |
| 26 | 7/1/2013 | \$ | 723,281.75 | \$ | 15,426.71 | \$ - | \$ 15,426.71 | \$ | 9,284.84 | \$ | 6,141.87 | \$ | 713,996.91 | \$ | 183,465.36 |
| 27 | $8 / 1 / 2013$ | \$ | $713,996.91$ | \$ | 15,426.71 | \$ - | \$ 15,426.71 | \$ | 9,363.69 | \$ | $6,063.02$ | \$ | $704,633.23$ | \$ | 189,528.39 |
| 28 | 9/1/2013 | \$ | 704,633.23 | \$ | 15,426.71 | \$ - | \$ 15,426.71 | \$ | 9,443.20 | \$ | 5,983.51 | \$ | 695,190.03 | \$ | 195,511.90 |
| 29 | 10/1/2013 | \$ | 695,190.03 | \$ | 15,426.71 | \$ - | \$ 15,426.71 | \$ | 9,523.39 | \$ | 5,903.32 | \$ | 685,666.64 | \$ | 201,415.22 |
| 30 | 11/1/2013 | \$ | 685,666.64 | \$ | 15,426.71 | \$ | \$ 15,426.71 | \$ | 9,604.26 | \$ | 5,822.45 | \$ | 676,062.38 | \$ | 207,237.67 |
| 31 | 12/1/2013 | \$ | 676,062.38 | \$ | 15,426.71 | \$ - | \$ 15,426.71 | \$ | 9,685.81 | \$ | 5,740.90 | \$ | 666,376.57 | \$ | 212,978.57 |
| 32 | $1 / 1 / 2014$ | \$ | $666,376.57$ | \$ | $15,426.71$ | \$ - | \$ 15,426.71 | \$ | $9,768.06$ | \$ | 5,658.65 | \$ | 656,608.51 | \$ | $218,637.22$ |
| 33 | 2/1/2014 | \$ | 656,608.51 | \$ | 15,426.71 | \$ - | \$ 15,426.71 | \$ | 9,851.01 | \$ | 5,575.70 | \$ | 646,757.50 | \$ | 224,212.92 |



| $\begin{aligned} & \text { Pmt. } \\ & \text { No. } \end{aligned}$ | Payment Date | Beginning Balance |  | Scheduled <br> Payment |  | Extra Payment |  | Total Payment |  | Principal |  | Interest |  | Ending Balance |  | Cumulative Interest |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 81 | 2/1/2018 | \$ | 75,848.12 | \$ | 15,426.71 |  | \$ | \$ | 15,426.71 | \$ | 14,782.63 | \$ | 644.08 | \$ | 61,065.48 | \$ | 379,002.96 |
| 82 | 3/1/2018 | \$ | 61,065.48 | \$ | 15,426.71 |  | \$ | \$ | 15,426.71 | \$ | 14,908.16 | \$ | 518.55 | \$ | 46,157.32 | \$ | 379,521.51 |
| 83 | 4/1/2018 | \$ | 46,157.32 | \$ | 15,426.71 |  | \$ | \$ | 15,426.71 | \$ | 15,034.76 | \$ | 391.95 | \$ | 31,122.56 | \$ | 379,913.46 |
| 84 | 5/1/2018 | \$ | 31,122.56 | \$ | 15,426.71 |  | \$ | \$ | 15,426.71 | \$ | 15,162.43 | \$ | 264.28 | \$ | 15,960.14 | \$ | 380,177.75 |
| 85 | 6/1/2018 | \$ | 15,960.14 | \$ | 15,426.71 |  | \$ | \$ | 15,426.71 | \$ | 15,291.18 | \$ | 135.53 | \$ | 668.95 | \$ | 380,313.27 |
| 86 | 7/1/2018 | \$ | 668.95 | \$ | 15,426.71 |  | \$ | \$ | 668.95 | \$ | 663.27 | \$ | 5.68 | \$ | - | \$ | 380,318.96 |


Payment / number of Units
150

\$ | 13.80 |
| :---: |


|  |  | Loan summary |
| ---: | :--- | ---: |
| Scheduled payment | $\$$ | $2,069.86$ |
|  |  | 84 |
| Scheduled number of payments |  | 86 |
| Actual number of payments |  | - |
| Total early payments | $\$$ | $51,028.92$ |
|  | $\$ 0 t a l$ interest | $\$$ |

Lender name: $\qquad$

| Pmt. <br> No. | Payment Date |  | Beginning Balance |  | Scheduled <br> Payment | Extra Payment | Total Payment |  | Principal |  | Interest |  | Ending Balance |  | e Interest |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | 6/1/2011 | \$ | 125,000.00 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,008.41 | \$ | 1,061.46 | \$ | 123,991.59 | \$ | 1,061.46 |
| 2 | 7/1/2011 | \$ | 123,991.59 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,016.97 | \$ | 1,052.90 | \$ | 122,974.63 | \$ | 2,114.35 |
| 3 | 8/1/2011 | \$ | 122,974.63 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,025.60 | \$ | 1,044.26 | \$ | 121,949.02 | \$ | 3,158.61 |
| 4 | 9/1/2011 | \$ | 121,949.02 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,034.31 | \$ | 1,035.55 | \$ | 120,914.71 | \$ | 4,194.16 |
| 5 | 10/1/2011 | \$ | 120,914.71 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,043.10 | \$ | 1,026.77 | \$ | 119,871.61 | \$ | 5,220.93 |
| 6 | 11/1/2011 | \$ | 119,871.61 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,051.95 | \$ | 1,017.91 | \$ | 118,819.66 | \$ | 6,238.84 |
| 7 | 12/1/2011 | \$ | 118,819.66 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,060.89 | \$ | 1,008.98 | \$ | 117,758.77 | \$ | 7,247.82 |
| 8 | 1/1/2012 | \$ | 117,758.77 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,069.90 | \$ | 999.97 | \$ | 116,688.88 | \$ | 8,247.79 |
| 9 | 2/1/2012 | \$ | 116,688.88 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,078.98 | \$ | 990.88 | \$ | 115,609.90 | \$ | 9,238.67 |
| 10 | 3/1/2012 | \$ | 115,609.90 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,088.14 | \$ | 981.72 | \$ | 114,521.75 | \$ | 10,220.39 |
| 11 | 4/1/2012 | \$ | 114,521.75 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,097.38 | \$ | 972.48 | \$ | 113,424.37 | \$ | 11,192.87 |
| 12 | 5/1/2012 | \$ | -113,424.37 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,106.70 | \$ | 963.16 | \$ | 112,317.67 | \$ | 12,156.03 |
| 13 | 6/1/2012 | \$ | 112,317.67 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,116.10 | \$ | 953.76 | \$ | 111,201.57 | \$ | 13,109.80 |
| 14 | 7/1/2012 | \$ | 111,201.57 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,125.58 | \$ | 944.29 | \$ | 110,075.99 | \$ | 14,054.08 |
| 15 | 8/1/2012 | \$ | 110,075.99 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,135.13 | \$ | 934.73 | \$ | 108,940.86 | \$ | 14,988.81 |
| 16 | 9/1/2012 | \$ | 108,940.86 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,144.77 | \$ | 925.09 | \$ | 107,796.08 | \$ | 15,913.90 |
| 17 | 10/1/2012 | \$ | 107,796.08 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,154.50 | \$ | 915.37 | \$ | 106,641.59 | \$ | 16,829.27 |
| 18 | 11/1/2012 | \$ | 106,641.59 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,164.30 | \$ | 905.56 | \$ | 105,477.29 | \$ | 17,734.83 |
| 19 | 12/1/2012 | \$ | 105,477.29 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,174.19 | \$ | 895.68 | \$ | 104,303.10 | \$ | 18,630.51 |
| 20 | 1/1/2013 | \$ | 104,303.10 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,184.16 | \$ | 885.71 | \$ | 103,118.95 | \$ | 19,516.22 |
| 21 | 2/1/2013 | \$ | 103,118.95 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,194.21 | \$ | 875.65 | \$ | 101,924.74 | \$ | 20,391.87 |
| 22 | 3/1/2013 | \$ | 101,924.74 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,204.35 | \$ | 865.51 | \$ | 100,720.38 | \$ | 21,257.38 |
| 23 | 4/1/2013 | \$ | 100,720.38 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,214.58 | \$ | 855.28 | \$ | 99,505.80 | \$ | 22,112.67 |
| 24 | 5/1/2013 | \$ | 99,505.80 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,224.89 | \$ | 844.97 | \$ | 98,280.91 | \$ | 22,957.64 |
| 25 | 6/1/2013 | \$ | 98,280.91 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,235.29 | \$ | 834.57 | \$ | 97,045.62 | \$ | $23,792.21$ |
| 26 | 7/1/2013 | \$ | 97,045.62 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,245.78 | \$ | 824.08 | \$ | 95,799.83 | \$ | 24,616.28 |
| 27 | 8/1/2013 | \$ | 95,799.83 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,256.36 | \$ | 813.50 | \$ | 94,543.47 | \$ | 25,429.78 |
| 28 | 9/1/2013 | \$ | 94,543.47 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,267.03 | \$ | 802.83 | \$ | 93,276.44 | \$ | 26,232.62 |
| 29 | 10/1/2013 | \$ | 93,276.44 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,277.79 | \$ | 792.07 | \$ | 91,998.65 | \$ | 27,024.69 |
| 30 | 11/1/2013 | \$ | 91,998.65 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,288.64 | \$ | 781.22 | \$ | 90,710.00 | \$ | 27,805.91 |
| 31 | 12/1/2013 | \$ | 90,710.00 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,299.58 | \$ | 770.28 | \$ | 89,410.42 | \$ | 28,576.19 |
| 32 | 1/1/2014 | \$ | 89,410.42 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,310.62 | \$ | 759.24 | \$ | 88,099.80 | \$ | 29,335.43 |
| 33 | 2/1/2014 | \$ | 88,099.80 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,321.75 | \$ | 748.11 | \$ | 86,778.05 | \$ | 30,083.55 |


| Pmt. <br> No. | Payment Date |  | Beginning Balance |  | Scheduled Payment | Extra Payment | Total Payment |  | Principal |  | Interest |  | Ending Balance |  | Interest |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 34 | 3/1/2014 | \$ | 86,778.05 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,332.97 | \$ | 736.89 | \$ | 85,445.08 | \$ | 30,820.44 |
| 35 | 4/1/2014 |  | 85,445.08 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,344.29 | \$ | 725.57 | \$ | 84,100.78 | \$ | 31,546.01 |
| 36 | 5/1/2014 | \$ | 84,100.78 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,355.71 | \$ | 714.16 | \$ | 82,745.08 | \$ | 32,260.16 |
| 37 | 6/1/2014 |  | 82,745.08 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,367.22 | \$ | 702.64 | \$ | 81,377.86 | \$ | 32,962.81 |
| 38 | 7/1/2014 | \$ | 81,377.86 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,378.83 | \$ | 691.03 | \$ | 79,999.03 | \$ | 33,653.84 |
| 39 | 8/1/2014 |  | 79,999.03 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,390.54 | \$ | 679.33 | \$ | 78,608.49 | \$ | 34,333.17 |
| 40 | 9/1/2014 |  | 78,608.49 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,402.35 | \$ | 667.52 | \$ | 77,206.14 | \$ | 35,000.68 |
| 41 | 10/1/2014 | \$ | 77,206.14 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,414.25 | \$ | 655.61 | \$ | 75,791.89 | \$ | 35,656.29 |
| 42 | 11/1/2014 | \$ | 75,791.89 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,426.26 | \$ | 643.60 | \$ | 74,365.62 | \$ | 36,299.89 |
| 43 | 12/1/2014 | \$ | 74,365.62 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,438.38 | \$ | 631.49 | \$ | 72,927.25 | \$ | 36,931.38 |
| 44 | 1/1/2015 | \$ | 72,927.25 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,450.59 | \$ | 619.27 | \$ | 71,476.66 | \$ | 37,550.65 |
| 45 | 2/1/2015 | \$ | 71,476.66 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,462.91 | \$ | 606.96 | \$ | 70,013.75 | \$ | 38,157.61 |
| 46 | 3/1/2015 | \$ | 70,013.75 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,475.33 | \$ | 594.53 | \$ | 68,538.42 | \$ | 38,752.14 |
| 47 | 4/1/2015 | \$ | 68,538.42 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,487.86 | \$ | 582.01 | \$ | 67,050.56 | \$ | 39,334.15 |
| 48 | 5/1/2015 | \$ | 67,050.56 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,500.49 | \$ | 569.37 | \$ | 65,550.07 | \$ | 39,903.52 |
| 49 | 6/1/2015 | \$ | 65,550.07 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,513.23 | \$ | 556.63 | \$ | 64,036.83 | \$ | 40,460.15 |
| 50 | 7/1/2015 | \$ | 64,036.83 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,526.08 | \$ | 543.78 | \$ | 62,510.75 | \$ | 41,003.93 |
| 51 | 8/1/2015 | \$ | 62,510.75 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,539.04 | \$ | 530.82 | \$ | 60,971.71 | \$ | 41,534.75 |
| 52 | 9/1/2015 | \$ | 60,971.71 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,552.11 | \$ | 517.75 | \$ | 59,419.60 | \$ | 42,052.50 |
| 53 | 10/1/2015 | \$ | 59,419.60 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,565.29 | \$ | 504.57 | \$ | 57,854.30 | \$ | 42,557.07 |
| 54 | 11/1/2015 | \$ | 57,854.30 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,578.58 | \$ | 491.28 | \$ | 56,275.72 | \$ | 43,048.35 |
| 55 | 12/1/2015 | \$ | 56,275.72 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,591.99 | \$ | 477.87 | \$ | 54,683.73 | \$ | 43,526.23 |
| 56 | 1/1/2016 | \$ | 54,683.73 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,605.51 | \$ | 464.36 | \$ | 53,078.22 | \$ | 43,990.58 |
| 57 | 2/1/2016 | \$ | 53,078.22 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,619.14 | \$ | 450.72 | \$ | 51,459.08 | \$ | 44,441.30 |
| 58 | 3/1/2016 | \$ | 51,459.08 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,632.89 | \$ | 436.97 | \$ | 49,826.19 | \$ | 44,878.28 |
| 59 | $4 / 1 / 2016$ | \$ | 49,826.19 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,646.76 | \$ | 423.11 | \$ | 48,179.44 | \$ | $45,301.39$ |
| 60 | 5/1/2016 | \$ | 48,179.44 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,660.74 | \$ | 409.12 | \$ | 46,518.70 | \$ | 45,710.51 |
| 61 | 6/1/2016 | \$ | 46,518.70 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,674.84 | \$ | 395.02 | \$ | 44,843.85 | \$ | 46,105.53 |
| 62 | 7/1/2016 | \$ | 44,843.85 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,689.06 | \$ | 380.80 | \$ | 43,154.79 | \$ | 46,486.33 |
| 63 | 8/1/2016 | \$ | 43,154.79 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,703.41 | \$ | 366.46 | \$ | 41,451.38 | \$ | 46,852.79 |
| 64 | 9/1/2016 | \$ | 41,451.38 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,717.87 | \$ | 351.99 | \$ | 39,733.51 | \$ | 47,204.78 |
| 65 | 10/1/2016 | \$ | 39,733.51 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,732.46 | \$ | 337.40 | \$ | 38,001.05 | \$ | 47,542.18 |
| 66 | 11/1/2016 | \$ | 38,001.05 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,747.17 | \$ | 322.69 | \$ | 36,253.88 | \$ | 47,864.87 |
| 67 | 12/1/2016 | \$ | 36,253.88 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,762.01 | \$ | 307.86 | \$ | 34,491.87 | \$ | 48,172.73 |
| 68 | 1/1/2017 | \$ | 34,491.87 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,776.97 | \$ | 292.89 | \$ | 32,714.90 | \$ | 48,465.62 |
| 69 | 2/1/2017 | \$ | 32,714.90 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,792.06 | \$ | 277.80 | \$ | 30,922.84 | \$ | 48,743.43 |
| 70 | 3/1/2017 | \$ | 30,922.84 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,807.28 | \$ | 262.59 | \$ | 29,115.56 | \$ | 49,006.01 |
| 71 | 4/1/2017 | \$ | 29,115.56 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,822.62 | \$ | 247.24 | \$ | 27,292.94 | \$ | 49,253.25 |
| 72 | 5/1/2017 | \$ | 27,292.94 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,838.10 | \$ | 231.76 | \$ | 25,454.84 | \$ | 49,485.01 |
| 73 | 6/1/2017 | \$ | 25,454.84 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,853.71 | \$ | 216.15 | \$ | 23,601.13 | \$ | 49,701.17 |
| 74 | 7/1/2017 |  | 23,601.13 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,869.45 | \$ | 200.41 | \$ | 21,731.68 | \$ | 49,901.58 |
| 75 | $8 / 1 / 2017$ | \$ | 21,731.68 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,885.33 | \$ | 184.54 | \$ | 19,846.35 | \$ | 50,086.12 |
| 76 | 9/1/2017 | \$ | 19,846.35 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,901.33 | \$ | 168.53 | \$ | 17,945.02 | \$ | 50,254.65 |
| 77 | 10/1/2017 |  | 17,945.02 | \$ | 2,069.86 | \$ | \$ 2,069.86 | \$ | 1,917.48 | \$ | 152.38 | \$ | 16,027.54 | \$ | 50,407.03 |
| 78 | 11/1/2017 | \$ | 16,027.54 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,933.76 | \$ | 136.10 | \$ | 14,093.77 | \$ | 50,543.13 |
| 79 | 12/1/2017 | \$ | 14,093.77 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,950.18 | \$ | 119.68 | \$ | 12,143.59 | \$ | 50,662.81 |
| 80 | 1/1/2018 | \$ | 12,143.59 | \$ | 2,069.86 | \$ - | \$ 2,069.86 | \$ | 1,966.74 | \$ | 103.12 | \$ | 10,176.85 | \$ | 50,765.93 |


| $\begin{aligned} & \text { Pmt. } \\ & \text { No. } \end{aligned}$ | Payment Date | Beginning Balance |  | Scheduled Payment |  | Extra Payment |  | Total Payment |  | Principal |  | Interest |  | Ending Balance |  | Cumulative Interest |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 81 | 2/1/2018 | \$ | 10,176.85 | \$ | 2,069.86 |  | \$ | \$ | 2,069.86 | \$ | 1,983.45 | \$ | 86.42 | \$ | 8,193.40 | \$ | 50,852.35 |
| 82 | 3/1/2018 | \$ | 8,193.40 | \$ | 2,069.86 |  | \$ | \$ | 2,069.86 | \$ | 2,000.29 | \$ | 69.58 | \$ | 6,193.11 | \$ | 50,921.92 |
| 83 | 4/1/2018 | \$ | 6,193.11 | \$ | 2,069.86 |  | \$ | \$ | 2,069.86 | \$ | 2,017.27 | \$ | 52.59 | \$ | 4,175.84 | \$ | 50,974.51 |
| 84 | 5/1/2018 | \$ | 4,175.84 | \$ | 2,069.86 |  | \$ | \$ | 2,069.86 | \$ | 2,034.40 | \$ | 35.46 | \$ | 2,141.44 | \$ | 51,009.97 |
| 85 | 6/1/2018 | \$ | 2,141.44 | \$ | 2,069.86 |  | \$ | \$ | 2,069.86 | \$ | 2,051.68 | \$ | 18.18 | \$ | 89.76 | \$ | 51,028.16 |
| 86 | 7/1/2018 | \$ | 89.76 | \$ | 2,069.86 |  | \$ | \$ | 89.76 | \$ | 88.99 | \$ | 0.76 | \$ | - | \$ | 51,028.92 |

