

RECORDING COVER SHEET
Pursuant to ORS 205.234

2019-006352

Klamath County, Oregon

06/06/2019 02:05:01 PM

Fee: \$157.00

After recording return to:
Miller Nash Graham & Dunn LLP
3400 U.S. Bancorp Tower
111 S.W. Fifth Avenue
Portland, Oregon 97204

Document Being Recorded:	Certified copy of Order Appointing General Receiver
Case Name:	In re: American Eagle Mortgage 100, LLC, American Eagle Mortgage 200, LLC, American Eagle Mortgage 300, LLC, American Eagle Mortgage 400, LLC, American Eagle Mortgage 500, LLC, American Eagle Mortgage 600, LLC, American Eagle Mortgage Mexico 100, LLC, American Eagle Mortgage Mexico 200, LLC, American Eagle Mortgage Mexico 300, LLC, American Eagle Mortgage Mexico 400, LLC, American Eagle Mortgage Mexico 500, LLC, American Eagle Mortgage Mexico 600, LLC, American Eagle Mortgage I, LLC, American Eagle Mortgage II, LLC, and American Eagle Mortgage Short Term, LLC
Case No.:	19-2-01458-06
Property Descriptions:	<ul style="list-style-type: none">• 34021 E Yak Ln, Bonanza, OR 97623 (Parcel #3711-01-4A0-03200-00)
Legal Description:	Lot 4, Block 75 KLAMATH FALLS FOREST ESTATES, Highway 66 Unit, Plat No. 4, according to the official plat thereof on file in the office of the County Clerk of the Klamath County, Oregon.

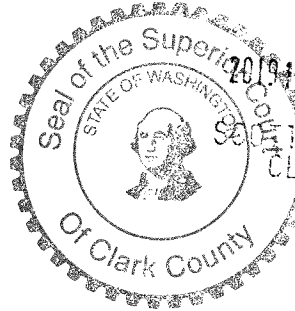
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vw
1 STATE OF WASHINGTON } ss.
COUNTY OF CLARK

2 I, Scott G. Weber, County Clerk and Clerk of the Superior Court of
Clark County, Washington, DO HEREBY CERTIFY that this
document, consisting of 15 page(s), is a true and correct
copy of the original now on file and of record in my office and, as
Court Clerk, I am the legal custodian thereof.
3 Signed and sealed at Vancouver, Washington this date:

4 Scott G. Weber, County Clerk

5 By CHINA Deputy



FILED

2019 MAY 10 PM 1:35

SCOTT G. WEBER, CLERK
CLARK COUNTY

8 SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

9 In Re:

10 AMERICAN EAGLE MORTGAGE 100,
11 LLC; AMERICAN EAGLE MORTGAGE
200, LLC; AMERICAN EAGLE
12 MORTGAGE 300, LLC; AMERICAN
EAGLE MORTGAGE 400, LLC;
13 AMERICAN EAGLE MORTGAGE 500,
LLC; AMERICAN EAGLE MORTGAGE
14 600, LLC; AMERICAN EAGLE
MORTGAGE MEXICO 100, LLC;
15 AMERICAN EAGLE MORTGAGE
MEXICO 200, LLC; AMERICAN EAGLE
16 MORTGAGE MEXICO 300, LLC;
AMERICAN EAGLE MORTGAGE
17 MEXICO 400, LLC; AMERICAN EAGLE
MORTGAGE MEXICO 500, LLC;
18 AMERICAN EAGLE MORTGAGE
MEXICO 600, LLC; AMERICAN EAGLE
19 MORTGAGE I, LLC; AMERICAN EAGLE
MORTGAGE II, LLC; and AMERICAN
20 EAGLE MORTGAGE SHORT TERM, LLC.

Case No. 19 2 01458 06

ORDER APPOINTING GENERAL
RECEIVER

21 This matter came before the Court on the petition of Clyde A. Hamstreet &
22 Associates, LLC, an Oregon limited liability company doing business under the assumed name
23 Hamstreet & Associates, to be appointed as general receiver (the "Receiver") for Washington
24 limited liability companies American Eagle Mortgage 100, LLC, American Eagle Mortgage 200,
25 LLC, American Eagle Mortgage 300, LLC, American Eagle Mortgage 400, LLC, American
26

ORDER APPOINTING GENERAL RECEIVER - 1

4813-2327-7454.4

MILLER NASH GRAHAM & DUNN LLP

ATTORNEYS AT LAW
T: 206.624.8100 | F: 206.340.9599
PIER 70
2801 ALASKAN WAY, SUITE 300
SEATTLE, WASHINGTON 98121

1 Eagle Mortgage 500, LLC, American Eagle Mortgage 600, LLC, American Eagle Mortgage
2 Mexico 100, LLC, American Eagle Mortgage Mexico 200, LLC, American Eagle Mortgage
3 Mexico 300, LLC, American Eagle Mortgage Mexico 400, LLC, American Eagle Mortgage
4 Mexico 500, LLC, American Eagle Mortgage Mexico 600, LLC, American Eagle Mortgage I,
5 LLC, American Eagle Mortgage II, LLC, and American Eagle Mortgage Short Term, LLC (each,
6 an "Assignor," and collectively, the "Assignors"), and their property and business operations,
7 pursuant to Chapters 7.08 and 7.60 RCW. The Court, having reviewed the petition, the
8 assignment for the benefit of creditors for each of the Assignors, the declaration of Clyde A.
9 Hamstreet, the declaration of Ross C. Miles, the declaration of John R. Knapp, Jr., and the files
10 and records herein, finds that good and sufficient grounds for appointment of a general receiver
11 exist and otherwise that there is good cause for the relief requested in the petition, including
12 without limitation pursuant to RCW 7.60.060(3) for the expansion, modification, or limitation of
13 powers and duties as set forth in this order. The Court further finds that venue of this action is
14 proper in this Court pursuant to RCW 7.08.030(3); that the Receiver is eligible under RCW
15 7.60.035; that pursuant to RCW 7.60.180(1) and (2), the Receiver's attorneys, Miller Nash
16 Graham & Dunn LLP ("MNGD"), do not hold or represent an adverse interest, have adequately
17 disclosed its relationship with creditors and other parties in interest, and have no actual conflict
18 of interest or inappropriate appearance of a conflict; and that the appointment of the Receiver as
19 a general receiver is proper without notice pursuant to RCW 7.08 *et seq.* and RCW 7.60 *et seq.*
20 Now, therefore, it is hereby

21 ORDERED that the Receiver's petition is GRANTED.

22 It is further ORDERED that:

23 1. The Receiver is appointed as a general receiver with respect to (a) all of
24 each Assignor's property, including (without limitation) all real property, fixtures, receivables,
25 general intangibles, bank deposits, cash, promissory notes, cash value and proceeds of insurance
26 policies, claims, and demands belonging to the Assignor, wherever such property may be located

1 (each, an "Estate"), and (b) all business operations of each of the Assignors. Unless and until the
2 Court enters an order of substantive consolidation with respect to two or more of the Assignors or
3 otherwise, the Receiver shall administer each Assignor's property and business operations as a
4 separate Estate within this single case.

5 2. Each of the Assignors and its members, manager, officers, agents,
6 employees, representatives, and attorneys hereby are directed to cooperate fully with the
7 Receiver in carrying out the Receiver's duties, and to do nothing to interfere in any way with the
8 Receiver or the Receiver's representatives in carrying out the Receiver's duties. Without
9 limiting the foregoing, each such person is required to do the following:

10 a. Assist and cooperate fully with the Receiver in the
11 administration of the Estate and the business operations of each of the Assignors
12 and the discharge of the Receiver's duties and comply with all orders of the
13 Court;

14 b. Supply the Receiver with information necessary to enable
15 the Receiver to complete any schedules that the Receiver may be required to file
16 and otherwise assist the Receiver in the completion of the schedules;

17 c. Deliver to the Receiver all of the property of the Estate of
18 each Assignor in the person's or entity's possession, custody, or control,
19 including, but not limited to, all books, papers, records, and other documents; and

20 d. Submit to examination by the Receiver, or by any other
21 person, upon order of the Court, under oath, concerning the acts, conduct, property,
22 liabilities, and financial condition of each of the Assignors, or any matter relating to
23 the Receiver's administration of the Estate and business operations of each of the
24 Assignors.

25 3. The Receiver shall file a bond in the amount of \$10,000 for each of the
26 Assignors as soon as practicable.

1 4. Within 30 days after the date of entry of this order, the Receiver shall give
2 notice to creditors of each the Assignors as required by RCW 7.60.200. The Receiver shall not
3 be required to give notice of any matter relating solely to the Estate of any Assignor to creditors
4 or other parties in interest of another Assignor.

5 5. Unless and until otherwise ordered by the Court, the Receiver shall be a
6 general receiver with exclusive possession and control over the Estate and the business of each of
7 the Assignors with the power, authority, and duty to preserve, protect, and liquidate such Estate,
8 and to distribute the proceeds thereof to the parties legally entitled thereto, during the pendency
9 of this case. This authority includes, without limitation, the authority to sell all property of the
10 Estate of any Assignor, to incur and pay when due (to the extent they accrue after the Receiver's
11 appointment) all expenses incurred by the Assignors in the ordinary course of business, and to
12 make such other payments that the Receiver determines in good faith are necessary or beneficial
13 to the operation or winding down of each Assignor's business operations and the liquidation of the
14 Estate of each of the Assignors.

15 6. The Receiver hereby is vested with all powers afforded a receiver under
16 the laws of the State of Washington including, but not limited to, the power and authority to do
17 the following things:

18 a. To incur expenses, and to use each Assignor's cash to pay
19 expenses, incidental to the Receiver's administration of such Assignor's Estate and
20 otherwise in the performance of the Receiver's duties, including the power to pay
21 compensation, fees, and expenses of the Receiver and its professionals in
22 preparation for this proceeding and to pay any other obligations incurred prior to
23 the Receiver's appointment if and to the extent that payment is determined by the
24 Receiver to be prudent in order to preserve the value of the Estate in the Receiver's
25 possession;
26

1 b. To do all things that each of the Assignors might do in the
2 ordinary course of its business as a going concern, or in the use of the Estate,
3 including, but not limited to, collecting receivables, managing and maintaining
4 owned real estate, and incurring and paying expenses of the business in the
5 ordinary course;

6 c. To assert any rights, claims, or interests of each of the
7 Assignors; to maintain in the Receiver's name or in the name of each of the
8 Assignors any action to enforce any right, claim, or interests; to alter the place of
9 payment, settle, compromise, and otherwise take all actions necessary to collect all
10 outstanding receivables of the Assignors, without further order of the Court, and to
11 liquidate all other property of the Estate of each of the Assignors, including (without
12 limitation) notifying account debtors to pay the Receiver directly the proceeds of all
13 outstanding receivables; and to intervene in actions in which any Assignor is a party
14 for the purpose of exercising the powers under this subsection. A copy of this order
15 may be remitted to account debtors and may be relied upon by account debtors as
16 authority to pay the Receiver solely and directly. Any account debtor who makes
17 payment to the Receiver shall receive full credit in the amount of such payment with
18 respect to its obligations owing to the Assignors;

19 d. To intervene in any action in which a claim is asserted
20 against any Assignor for the purpose of prosecuting or defending the claim and
21 requesting the transfer of venue of the action to this Court;

22 e. To assert rights, claims, or choses in action of the Receiver
23 arising out of transactions in which the Receiver is a participant;

24 f. To pursue in the name of the Receiver any claim under
25 RCW 19.40 assertable by any creditor of any Assignor, if pursuit of the claim is
26 determined by the Receiver to be appropriate;

1 g. To seek and obtain instructions from the Court with respect
2 to any course of action as to which the Receiver is uncertain or wishes specific
3 direction in the exercise of the Receiver's powers, or the discharge of the
4 Receiver's duties, and those instructions will be full and complete authorization
5 and protection regarding any action taken or suffered by the Receiver in
6 accordance with those instructions;

7 h. To obtain title reports and appraisals with respect to real
8 property owned by the Estate or on which the Estate has a lien or in which it has
9 an interest;

10 i. To sell all or substantially all of the Estate of each of the
11 Assignors as a going concern, or as non-operating property, with the Court's
12 approval after notice and a hearing;

13 j. To make such repairs, replacements, alterations, or
14 improvements to the property of the Estate as the Receiver determines to be
15 prudent or necessary; provided, however, unless otherwise ordered by the Court,
16 the Receiver is not obligated to undertake and will have no liability for any
17 remediation or cleanup with respect to any hazardous materials presently existing
18 under, on, or about any property of the Estate or other property used, occupied, or
19 operated by the Assignors;

20 k. To acquire or renew or seek reinstatement of all
21 governmental licenses, permits, or other authorizations and give any notices,
22 either in the Receiver's name or the names of one or more Assignors;

23 l. To establish a segregated deposit account ("Bank
24 Account") for each Assignor at a federally insured bank with branches in the State
25 of Washington, to obtain federal tax identification numbers as needed in order to
26 establish such Bank Accounts, to present for payment any checks, money orders,

1 and other payment items payable to one or more of the Assignors, and to endorse
2 same and collect the proceeds thereof. The Receiver shall have the sole and
3 exclusive authority to disburse funds from each Bank Account. The Receiver
4 shall have authority to take possession of bank and other deposit accounts of the
5 Assignors, and to use, open, transfer, and change all bank and trade accounts
6 relating to the Estate of each of the Assignors, so that all such accounts are in the
7 name of the Receiver;

8 m. To obtain unsecured credit and incur unsecured debt in the
9 ordinary course of business as an administrative expense of the receivership, in
10 each case without further order of the Court; and

11 n. To compel, by subpoena, any person to submit to an
12 examination under oath in the manner of a deposition in a civil case with respect
13 to the Estate of each of the Assignors or any other matter that may affect the
14 administration of the receivership or otherwise to investigate the Estate, liabilities,
15 and past operations of each of the Assignors.

16 7. The Receiver shall file with the Court a report with respect to the Estate,
17 operations, and financial affairs of each of the Assignors, at least quarterly, unless otherwise
18 ordered by the Court. Each such report shall be due by the last day of the month following the
19 close of the quarter (provided, however, that any report for the second quarter of 2019 may be
20 included in the report for the third quarter of 2019) and shall include in substance the following:

- 21 a. a balance sheet of each Assignor;
22 b. a statement of income and expenses of each Assignor;
23 c. a statement of cash receipts and disbursements of each
24 Assignor;
25 d. a statement of outstanding receivables of each Assignor,
26 disclosing amounts considered to be uncollectible;

1 e. a statement of accounts payable of each Assignor,
2 including (without limitation) professional fees, listing the name of each creditor
3 and the amounts owing and remaining unpaid over thirty days; and

4 f. a tax disclosure statement, which shall list all taxes due or
5 tax deposits required after the date of entry of this order, the name of the taxing
6 agency, the amount due, the date due, and an explanation for any failure to make
7 payments or deposits.

8 8. Subject to the qualifications contained in paragraph 9 of this order
9 regarding the employment of professionals, the Receiver in the performance of the Receiver's
10 duties may employ such persons or entities as the Receiver deems appropriate, including current
11 employees or affiliates of the Assignors, in connection with the Receiver's management and
12 operation of the Assignors' businesses or in connection with the Receiver's administration of the
13 Estate of each of the Assignors. All such persons or entities shall be subject to the management
14 and direction of the Receiver in connection with their performance of any duties associated with
15 such employment by the Receiver. The Receiver shall be free at all times to terminate the
16 employment of any such person or entity pursuant to applicable law.

17 9. The Receiver's employment of MNGD as its attorneys is hereby
18 approved. MNGD's compensation for its services in this case shall be based on its standard
19 rates, which currently are, for example, \$540 per hour for David A. Foraker, \$530 per hour for
20 Mark D. Northrup, \$510 per hour for John R. Knapp, Jr., and \$480 for Sanford R. Landress,
21 subject to periodic increases. If the Receiver wishes to employ additional attorneys, accountants,
22 or other professionals that the Receiver believes to be necessary in connection with the proper
23 performance of the Receiver's duties hereunder, the Receiver shall file an ex parte motion
24 seeking the Court's approval of such employment pursuant to RCW 7.60.180.

25 10. The Receiver's compensation for the Receiver's services in this case shall
26 be based on its standard rates, which currently are \$525 per hour for Clyde A. Hamstreet, \$385

1 for Maren Cohn, and \$375 per hour for Hannah Schmidt. These billing rates are subject to
2 periodic review and adjustment.

3 11. The Receiver and the Receiver's authorized attorneys and other
4 professionals may request to be compensated on an interim or final basis. In support of any such
5 request, the applicant shall file an itemized billing statement with the Court indicating the time
6 spent, billing rates of all persons who performed work to be compensated, and a detailed list of
7 expenses incurred by the applicant for which reimbursement is sought. The Receiver (or
8 attorney or other professional) shall serve copies of such materials on any person or entity that
9 has been joined as a party in this action and on all persons and entities requesting copies of
10 pleadings and other materials filed in this proceeding. Those materials shall be accompanied by
11 a notice indicating that unless an objection to the proposed compensation is filed with the Court
12 and served on the Receiver and its professionals so as to be received within ten (10) days after
13 the date of the notice, the Receiver may make the payments requested in the compensation
14 notice. If an objection is filed to the proposed compensation, the Receiver or professional whose
15 compensation is affected may request the Court to hold a hearing on the objection on five (5)
16 days' notice to each person or entity that filed an objection thereto.

17 12. The Receiver shall have a senior lien on all property of the Estate of each of
18 the Assignors to secure the payment of any of the Receiver's and its professionals' allowed
19 compensation, fees, expenses, and costs.

20 13. The Receiver may not sell all or any portion of the Estate of any of the
21 Assignors outside the ordinary course of business without the Court's approval, after notice and
22 a hearing, in accordance with RCW 7.60.260. Such notice shall include a description of the
23 property of the Estate proposed to be sold, the price offered, and the proposed time of closing of
24 the sale.

25 14. The Receiver shall not be obligated to, but may in its sole discretion, file
26 tax returns on behalf of each of the Assignors. Upon reasonable notice to the Receiver, the

1 Receiver shall provide to the members of the Assignors (or their authorized agents) reasonable
2 access to the financial information necessary for the Assignors and their members to prepare tax
3 returns. Nothing herein shall be construed as imposing any obligation on the Receiver for any
4 taxes except as set forth in RCW 7.60.170(1)(b).

5 15. The Receiver at any time may apply to the Court for further or other
6 instructions, for a modification of this order, for further powers necessary to enable the Receiver
7 properly to perform its duties, for termination of the Receiver's appointment as general receiver
8 for the Assignors and the Estate of each of the Assignors, or for other relief.

9 16. The Estates of all Assignors shall be and hereby are consolidated in this
10 single action for administrative purposes only. To the extent that specific services provided by
11 or to the Receiver or by its professionals are not readily capable of being allocated to a particular
12 Estate, or the Receiver otherwise incurs an administrative expense that benefits more than one
13 Estate and the Receiver cannot readily determine how the cost should be allocated among the
14 Estates, (a) the Receiver or, if applicable, the Receiver's professionals shall make a good faith
15 effort to identify the particular Estates benefited by such services, goods, or other expenses, and
16 (b) the fees for such services, the cost of such goods, or such other expenses, as the case may be,
17 shall be allocated among the Estates so benefited according to the ratios that the aggregate
18 amount owed to the noteholders of each benefited Estate bears to the aggregate amount owed to
19 all noteholders of all benefited Estates (using, for the purposes of these calculations, the amounts
20 of the noteholder claims as listed on Schedule A to the assignment for the benefit of creditors for
21 the affected Assignor). After notice and a hearing, the Court may reallocate the proportionate
22 liability of each Estate for such shared expenses. As and to the extent the Receiver determines,
23 in its sole discretion, that additional funds are reasonably necessary to timely pay receivership
24 expenses or to properly perform its duties hereunder, the Receiver may, from time to time
25 without further order of the Court, borrow money from one or more Estates for the use and
26 benefit of another Estate. Pursuant to RCW 7.60.140, any and all such loans shall be deemed

1 allowed as an administrative expense of the Estate of the borrowing Assignor under RCW
2 7.60.230(1)(a) and reimbursed to the lending Assignors' Estates when funds are available in the
3 borrowing Assignor's Estate, as determined in the sole discretion of the Receiver. Such loans
4 shall accrue interest, in each case, from the date of the cash advance until paid in full at the
5 Applicable Federal Rate used for calculating imputed interest for federal income tax purposes
6 that is in effect at the time such loan was made.

7 17. The Receiver may serve any papers or otherwise give any notice by e-mail
8 to any party requesting special notice that indicates an e-mail address or to any other party in
9 interest that consents or is deemed to consent to service or notice by e-mail. It shall not be
10 necessary for the Receiver to serve or given notice by regular mail to a particular party in interest
11 when service has been made on or notice has been given to such party in interest by e-mail.

12 18. The Receiver shall have the exclusive authority to file a voluntary
13 bankruptcy petition under title 11 of the United States Code on behalf of any one or more of the
14 Assignors.

15 19. No obligation incurred by the Receiver in the good faith performance by it
16 of the Receiver's duties under this or other order of this Court, whether created pursuant to
17 contract, by reason of any tort, or otherwise, shall be the Receiver's personal obligation,
18 excepting only such obligations as are found by the Court to have resulted from the Receiver's
19 gross negligence or willful misconduct; rather, the recourse of any person or entity to whom the
20 Receiver becomes obligated in connection with the performance of its responsibilities shall be
21 solely against the Estate of the applicable Assignor. Notwithstanding any provisions of this
22 Order which may be construed otherwise, the Receiver shall not be required to expend any
23 personal funds to comply with any of the provisions of this Order. In addition, neither the
24 Receiver nor any of its agents shall have or incur any liability to, or be subject to any claim or
25 right of action by, any creditor or LLC member of the Assignors or any other party in interest, or
26 any of their respective successors or assigns, for any action taken or not taken in connection with

1 the Receiver's administration of the Estates of the Assignors, excepting only such liabilities as
2 are found by the Court to have resulted from the gross negligence or willful misconduct of the
3 Receiver or of the Receiver's agents, as the case may be. In no event shall the Receiver be liable
4 for any act or omission of any professional or other agent of the Receiver (other than the
5 Receiver's own employees and others whose services are billed through the Receiver) that is
6 selected or retained by the Receiver with due care. To the full extent permitted by applicable
7 law, the Receiver and each of its agents shall be entitled to indemnification from the Estates from
8 and against any and all liabilities, expenses, claims, damages, or losses incurred by them in the
9 performance of their duties under this or other order of the Court; provided, however, that neither
10 the Receiver nor any of its agents shall be entitled to be indemnified from or against any liability,
11 expense, claim, damage, or loss that is found by the Court to have resulted from the gross
12 negligence or willful misconduct of the Receiver or the Receiver's agents, as the case may be.

13 20. Unless otherwise ordered by the Court after notice and a hearing, each
14 utility company providing services to the Assignors, including gas, electricity, water, sewer,
15 trash collection, telephone, communications or similar services, shall be prohibited from
16 discontinuing service based upon unpaid bills incurred by the Assignors. Further, except as
17 otherwise ordered by the Court after notice and a hearing, such utilities are prohibited from
18 demanding that the Receiver deposit additional funds in advance to maintain or secure such
19 services. The Receiver shall have exclusive authority to speak for the Assignors with respect to
20 utility services provided in connection with the Estate of each of the Assignors and the operation
21 of the business of each of the Assignors.

22 21. The Receiver may issue demand upon the U.S. Postal Service to grant
23 exclusive possession and control of mail, including postal boxes as may have been used by the
24 Assignors, and may direct that mail related to the Estate and business of each of the Assignors be
25 redirected to Receiver.

1 22. The Receiver shall determine, promptly upon taking control of the Estate
2 of each of the Assignors, whether in the Receiver's judgment there is sufficient insurance
3 coverage. With respect to any insurance coverage in existence or obtained, the Receiver shall be
4 named as an additional insured on the policies for the period of the receivership. If sufficient
5 insurance coverage does not exist, the Receiver is authorized to procure sufficient all-risk and
6 liability insurance on the Estate of each of the Assignors (excluding earthquake and flood
7 insurance); provided, however, that if the Receiver does not have sufficient funds to do so, the
8 Receiver shall seek instructions from the Court with regard to adequately insuring any property.
9 The Receiver shall not be responsible for claims arising from the lack of procurement or inability
10 to obtain insurance.

11 23. The Court acknowledges the Receiver's ability to perform its duties under
12 this order may be limited by various factors, including but not limited to the Receiver's limited
13 access to information. The Court therefore requires only the Receiver's best efforts to comply
14 with the duties set forth in this order, and the Receiver may at any time apply to this Court for
15 further or other instructions, or for a modification of this order, or for further powers necessary to
16 enable the Receiver properly to perform its duties, or for a termination of the Receiver's
17 appointment.

18 24. The receivership shall not be terminated, and the rights and obligations of
19 the parties subject to this order shall remain in full force, until this Court approves the Receiver's
20 final report or until the Court enters an order terminating the receivership. In the event the
21 receivership is without sufficient cash liquidity to pay on a current basis the reasonable fees and
22 costs earned and incurred by the Receiver and its professionals and the expenses of this
23 receivership or any of the projected future fees, costs, and expenses of the receivership, good
24 cause for termination of the receivership shall be deemed to exist and, upon application by the
25 Receiver establishing such lack of funding for the receivership, the appointment of the Receiver
26

1 and its professionals shall be terminated with respect to one or more of the Assignors and the
2 property of the applicable Estate shall be distributed as the Court may then direct.

3 25. Upon distribution or disposition of all property of an Estate, or the
4 completion of the Receiver's duties with respect to property of an Estate, the Receiver shall move
5 the Court to be discharged with respect to such Estate and Assignor. The Receiver shall file a
6 final report and accounting setting forth all receipts and disbursements of the Estate which shall
7 be annexed to the Receiver's motion for discharge and filed with the Court. Upon approval of
8 the final report, the Court shall discharge the Receiver and exonerate the Receiver's bond. The
9 Receiver's discharge will release the Receiver from any further duties and responsibilities as
10 receiver under RCW 7.60 *et seq.* and (except as otherwise specifically provided in the Court's
11 discharge order) will constitute a determination that neither the Receiver nor any of its
12 professionals or other agents have any liability to, or shall be subject to any claim or right of
13 action by, the Assignor, any of the Assignor's creditors or LLC members, or any other party in
14 interest, or any of their respective successors or assigns, for any act or omission in connection
15 with, relating to, or arising out of the administration of the Estate of such Assignor.

16 26. This Court shall retain jurisdiction over any and all disputes arising from
17 the receivership, or relating to the Receiver, which jurisdiction shall be exclusive and shall
18 survive the termination of the receivership.

19 27. The stay imposed by RCW 7.60.110(1) shall remain in full force and
20 effect until the earlier of (a) the termination of the receivership, and (b) entry of an order
21 terminating the stay upon the motion of any creditor or party in interest on thirty days' notice and

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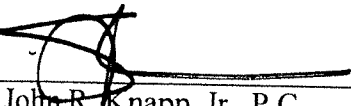
1 hearing in accordance with RCW 7.60.190(6), notwithstanding the provisions of RCW
2 7.60.110(2) addressing the termination of the stay after sixty days.

3 DATED this 10th day of May, 2019.
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7 JUDGE/COMMISSIONER
8
9

Presented by:

MILLER NASH GRAHAM & DUNN LLP

10
11 
12 John R. Knapp, Jr., P.C.
13 WSB No. 29343
14 Sanford R. Landress
15 WSB No. 42756

16 Attorneys for Assignee/Petitioner
17 Clyde A. Hamstreet & Associates, LLC
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