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15 Insurance Commissioner of the State of California

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF LOS ANGELES**

18
19 INSURANCE COMMISSIONER OF THE
STATE OF CALIFORNIA,

20 Applicant,

21 v.

22 GOLDEN STATE MUTUAL LIFE
23 INSURANCE COMPANY, a California
corporation,

24 Respondent.
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27
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Case No. BS123005
Assigned to Hon. Ann I. Jones, Dept. 86

[APPLICATION NO. 1 - MURALS]

**EVIDENCE [PART 1 OF 2] IN SUPPORT
OF APPLICATION FOR ORDERS
AUTHORIZING LIQUIDATOR TO SELL
TWO MURALS TO SMITHSONIAN
NATIONAL MUSEUM OF AFRICAN
AMERICAN HISTORY AND CULTURE**

[Filed concurrently with Notice, Memorandum
and Proposed Order]

Date: March 28, 2011
Time: 9:30 a.m.
Dept: 86

Applicant Insurance Commissioner of the State of California, in his capacity as Liquidator (“Liquidator”) of Golden State Mutual Life Insurance Company (“Golden State”), hereby submits the following Evidence in support of his Application For Orders Authorizing Liquidator To Sell Two Murals To Smithsonian National Museum Of African American History And Culture (“Smithsonian”).

DECLARATIONS

1. Declaration of David E. Wilson
2. Declaration of Michael R. Weiss

EXHIBITS


<u>Exhibit No.</u>	<u>Description</u>
1.	Murals Sale Agreement
2.	Order Appointing Conservator
3.	Order Approving The Conservator’s Rehabilitation Plan
4.	Notice of Closing Rehabilitation Plan
5.	Order of Liquidation
6.	Golden State’s Balance Sheet
7.	Golden State Art Inventory
8.	Excerpts from Swann Galleries’ Website
9.	July 28, 2010 Appraisal
10.	October 14, 2010 Appraisal
11.	Brochure regarding the Murals
12.	Article regarding the Murals
13.	Swann Galleries Sales Agreement
14.	Request for Proposals
15.	August 9, 2010 Letter from Conservator
16.	October 14, 2010 Letter from Conservator
17.	Smithsonian Proposal to Purchase Murals
18.	Mural Proposal for removal of Murals

- 1 19. Proposal For Treatment for removal of Murals
- 2 20. Photograph of Murals Installation in 1949
- 3 21. DVD of Film of Murals Installation in 1949 and screen shots
- 4 22. Purchase Agreement for Building dated March 31, 2005
- 5 23. Objection to Request for Proposal by Community Impact Development II
- 6 24. Grant Deed for 2009 Purchase of Building
- 7 25. Stipulation And Order Regarding Non-Removal Of Lobby Murals
- 8 26. Deposition Transcript of Essie Safaie
- 9 27. Deposition Transcript of Norman Harrower
- 10 28. Deposition Transcript of Mark Moniz
- 11 29. Agreement of Purchase and Sale dated April 11, 2008
- 12 30. Summary Appraisal Report
- 13 31. 1948 Alston Mural Agreement
- 14 32. 1948 Woodruff Mural Agreement
- 15 33. 1949 Photograph of Murals Installation
- 16 34. 1949 Documents re Shipping and Hanging of Murals

17
18 DATE: February 22, 2011

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Deputy Attorney General

23 EPSTEIN TURNER WEISS
A Professional Corporation

24
25 By: 
26 MICHAEL R. WEISS
27 Attorneys for Applicant
28 INSURANCE COMMISSIONER OF THE
STATE OF CALIFORNIA

DECLARATION OF DAVID E. WILSON

DECLARATION OF DAVID E. WILSON

I, David E. Wilson, declare as follows:

1. I am over 18 years of age and have personal knowledge of the facts and circumstances set forth in this declaration, and if called upon to do so, I could and would competently testify thereto.

2. I am the Chief Executive Officer and Special Deputy Insurance Commissioner of the Insurance Commissioner's Conservation & Liquidation Office ("CLO"). I have more than 30 years of experience in the accounting, health care, and insurance industries, and have a Bachelor of Arts in Accounting. From 1973 to 1989, I served in several managerial positions with Ernst & Young, rising from a staff accountant to become partner in 1986. From 1989 to 1991, I was the senior vice president and Chief Financial Officer of Rocky Mountain Health Care Corporation, a \$3 billion claim processing management company for numerous companies and HMOs including Blue Cross and Blue Shield of Colorado, Blue Shield of New Mexico, Blue Cross and Blue Shield of Nevada, and Rocky Mountain Life Insurance Company. Thereafter, until 2005 when I became the CEO of the CLO, I was president of D.E. Wilson & Associates Inc., a national insurance consulting firm working with troubled insurance organizations.

3. Starting on September 30, 2009, and continuing to the present, I have been and currently am the Special Deputy Insurance Commissioner on behalf of the Insurance Commissioner in his Statutory Capacity as Conservator ("Conservator") and then as Liquidator ("Liquidator") of Golden State Mutual Life Insurance Company ("Golden State"). As the Special Deputy Insurance Commissioner, I am responsible for the supervision and management of all matters pertaining to the conservation of Golden State. Since September 30, 2009, when the Conservator assumed control of Golden State, I and the Conservator's staff have, among other items, managed Golden State's day-to-day operations, commenced marshalling Golden State's assets, commenced reducing Golden State's expenses and liabilities, and carried out the Conservator's numerous duties. I am very familiar with the business operations and financial condition of Golden State and events leading up to the proposed orders of liquidation for Golden State through my extensive involvement in its operations in my role as CEO of the CLO.

1 4. I have read the Notice Of Application And Application For Orders Authorizing
2 Liquidator To Sell Two Murals To Smithsonian National Museum Of African American History
3 And Culture, Memorandum and Declaration of Michael R. Weiss.

4 5. Based on my supervision and management of all matters pertaining to Golden
5 State, my experience in the accounting, health care, and insurance industries, my review and
6 understanding of the events related to the conservation and now liquidation of Golden State, my
7 and my staff's review of the files and records routinely maintained in the regular and ordinary
8 course of business and believed to be entered contemporaneously by persons having knowledge
9 of the events recorded and whose job duties include recording them, and my review of this
10 application and its supporting papers and documents, I state the following:

11 **Order Appointing Conservator of Golden State.**

12 6. On September 30, 2009, Los Angeles Superior Court Judge David P. Yaffe issued
13 an Order Appointing Conservator And Restraining Order ("Order Appointing Conservator")
14 which, among other items, appointed the Commissioner as Conservator of Golden State.
15 Attached hereto and incorporated herein as Exhibit "2" is a true and correct copy of the Order
16 Appointing Conservator.

17 7. Golden State was conserved because as of June 30, 2009, Golden State was
18 financially impaired pursuant to Insurance Code § 988 and deemed to be operating in a hazardous
19 financial condition in that its reported paid-in capital and surplus of assets in excess of liabilities
20 was \$1,650,693 instead of the required \$5,000,000. Golden State could no longer continue its
21 operations without conservation because it lacked sufficient paid-in capital and surplus to ensure
22 policyholder safety.

23 **Rehabilitation Plan and Sale of Golden State's Insurance Business.**

24 8. In October 2009, based on Golden State's financial condition and its operational
25 capabilities, the Conservator determined that the business operations of Golden State were not
26 sustainable and that the best course of action for Golden State's policyholders and creditors was
27 for the Conservator to position Golden State for a sale, merger or an assumption of its insurance
28 book of business by a third party.

9. On September 2, 2010, the Conservator and IA American Life Insurance Company (“IA American”) closed an Assumption Reinsurance Agreement dated May 7, 2010 and Agreement And Plan Of Rehabilitation For Golden State Mutual Life Insurance Company dated May 7, 2010, which were approved by this Court on June 24, 2010. As a result of closing the Assumption Reinsurance Agreement and Agreement And Plan Of Rehabilitation, all of Golden State’s in-force life, health and disability insurance policies and annuity contracts were transferred to IA American, such that as of January 1, 2010, all of Golden State’s in-force policyholders and annuity contract holders became policyholders and annuity contract holders of IA American, and certain assets and liabilities remained with Golden State. Certain policyholder claims remain pending with Golden State’s estate and are potential Priority 2 claims under Insurance Code § 1033.

10. Attached hereto and incorporated herein as Exhibit “3” is a true and correct copy of the Order Approving The Conservator’s Rehabilitation Plan For Golden State Mutual Life Insurance Company And Authorizing Conservator To Enter Into Related Agreements With IA American Life Insurance Company: (1) Agreement And Plan Of Rehabilitation; (2) Assumption Reinsurance Agreement;(3) Service Agreement; And (4) Novation Agreement.

11. Attached hereto and incorporated herein as Exhibit “4” is a true and correct copy of the Notice of Closing Rehabilitation Plan.

Order of Liquidation for Golden State.

12. On January 28, 2011, this Court terminated the Insurance Commissioner’s status as Conservator and ordered and appointed the Insurance Commissioner to serve as Liquidator of Golden State. Attached hereto and incorporated herein as Exhibit “5” is a true and correct copy of the Order of Liquidation.

13. The Insurance Commissioner was appointed Liquidator because Golden State is insolvent in that, as of September 30, 2010, Golden State’s estimated liabilities of \$9,291,895 exceed its estimated remaining assets of \$5,721,154 by over \$3 million (\$5,721,154 in assets - \$9,291,895 in liabilities = \$-3,570,741).

Retained Assets and Liabilities for Administration by Golden State's Estate.

14. As of September 30, 2010, assets retained by Golden State total approximately \$5,721,154 and include the following:
- a. Cash and cash equivalents of \$3,090,716;
 - b. Prepaid deposit held of \$75,000;
 - c. Receivable due from reinsurers of approximately \$253,807;
 - d. Reinsurance recoverable due from Long Term Disability reinsurer of approximately \$35,471;
 - e. Real estate valued at approximately \$1,512,960; and
 - f. Artwork and murals whose value is at least \$753,200.
15. As of September 30, 2010, liabilities retained by Golden State currently are estimated to be at least approximately \$9,291,895 and include the following estimates of possible claims which may be asserted:
- a. Amounts withheld for accounts of others of \$712,113, which includes amounts owed to IA American and amounts deposited pursuant to the Liquidator's Request for Proposals process for the purchase of Golden State's murals and art collection described below;
 - b. Unclaimed funds of \$282,444;
 - c. Accrued liabilities of \$630,802;
 - d. Pension Plan liability of \$5,260,000, which is the difference between the estimated liability of \$13,550,000 if the plan is terminated as of September 30, 2010, and the fair value of the plan's assets of \$8,460,000 as of September 30, 2010, plus early retirement subsidies of \$170,000;
 - e. Obligations under Certificates of Contribution including accrued interest of \$2,406,536; and
 - f. Non-contractual liability to Golden State's policyholders as mutual owners of Golden State, who retain their § 1033 priority 9 rights.
16. The Liquidator currently is monetizing Golden State's remaining assets for

1 distribution to Golden State's creditors pursuant to the claim priority and asset distribution
2 procedures set forth in Insurance Code § 1011 *et seq.*

3 17. The above estimates of potential liabilities which may be asserted against Golden
4 State are not an admission that a particular liability or amount of the liability is actually due.
5 Instead, the above estimates are listed only to establish the amount of possible liabilities which
6 may be asserted against Golden State.

7 18. Attached hereto and incorporated herein as Exhibit "6" is a true and correct copy
8 of the Balance Sheet for Golden State as of September 30, 2010.

9 **Golden State's Artwork, Removable Murals and Historical Materials.**

10 19. Over the years Golden State accumulated a collection of artwork by African and
11 African American artists including two murals identified as (1) "*The Negro in California History:*
12 *Exploration and Colonization*", by Charles Alston, and (2) "*The Negro in California History:*
13 *Settlement & Development*", by Hale Woodruff (collectively, "Murals"). In 2007, Golden State
14 conducted an auction of a substantial portion of its collection. After the 2007 sale of 94 works of
15 art, Golden State retained the Murals and the 121 paintings, sculptures, photographs and mixed-
16 media pieces that were not sold in the 2007 auction. An inventory of the art collection with
17 photographs is attached hereto and incorporated herein as Exhibit 7.

18 20. I am informed and believe and thereon state that the Murals were commissioned by
19 Golden State in 1947, painted in New York, shipped to Los Angeles, and placed in Golden State's
20 home office building's lobby in 1949. The Murals depict the contributions of African Americans
21 to California's history. The first mural depicts the years 1527 to 1850, and the second depicts the
22 years 1850 to 1949. Each mural is oil on canvas, measures approximately 16 feet, 5 inches by 9
23 feet, 3 inches, and is removable. The murals are currently located in Golden State's former
24 headquarters, pursuant to a stipulation with the owner of said building. I am familiar with the
25 Murals through having seen them in the building.

26 **Conservator's Request for Proposals to Sell Artwork and Murals.**

27 21. In November 2009, based on Golden State's financial condition and in furtherance
28 of his statutory duties to monetize Golden State's Murals and artworks, and prior to starting the

RFP process, the Conservator extended an existing Sales Agreement with Swann Galleries which authorized Swann Galleries to sell the Murals with a reserve price of \$2.2 million. Starting in April 2009, Golden State had retained Swann Galleries to attempt to sell the Murals. Attached hereto and incorporated herein as Exhibit 13 is a true and correct copy of the Sales Agreement with Swann Galleries. The business records of Golden State do not reflect that any bids were received for the reserve price of \$ 2.2 million dollars during the time of the listing with Swann Galleries. Swann Galleries was not able to sell the Murals and the Sales Agreement expired on February 28, 2010.

22. On June 25, 2010, the Conservator commenced a Request for Proposals (“RFP”) process in which persons and entities interested in purchasing the Murals, Golden State’s unsold 121 works of art and/or historical materials were required to submit proposals to the Conservator. Attached hereto and incorporated herein as Exhibit 14 is a true and correct copy of the RFP dated June 25, 2010.

23. On August 9, 2010, due to continuing interest in the art collection, murals and historical materials, the Conservator extended the deadline to submit proposals to August 31, 2010. Attached hereto and incorporated herein as Exhibit 15 is a true and correct copy of the Letter from the Conservator dated August 9, 2010.

24. On October 14, 2010, in conclusion of his efforts to evaluate and clarify proposals, the Conservator advised all bidders and all known prospective bidders to “remove any contingencies imposed by them on their proposals and ensure that their proposals fully comply with the RFP’s instructions including, without limitation, payment of 25% of the proposed purchase price for each item by no later than October 29, 2010.” Attached hereto and incorporated herein as Exhibit 16 is a true and correct copy of the Letter from the Conservator dated October 14, 2010.

25. As stated in the RFP, all proposals and prospective bidders were subject to strict financial and disclosure requirements to ensure the successful completion of any sales, and were evaluated based upon several factors including without limitation, (1) financial aspects of the proposal, including purchase price and terms of payment; (2) size, financial strength and

professional reputation of bidder; (3) amount of the collection bidder is willing to purchase; and (4) intended use and disposition of the items purchased.

Smithsonian's Proposal.

26. The Smithsonian National Museum of African American History and Culture ("Smithsonian") submitted a proposal to the Conservator to purchase the Murals. The Smithsonian's original proposal had a purchase price for the two Murals of \$500,000. After discussion with me and my staff, the Smithsonian increased its proposal's purchase price for the two Murals to \$750,000. The Smithsonian provided a letter from its Director confirming that the Smithsonian has authorized the funds to purchase the Murals. Based on the Smithsonian's size, financial strength and funds authorization, and after the Smithsonian's request, the Conservator waived the 25% deposit to accommodate the Smithsonian's established federal purchase order procedures to expend federal funds. The Smithsonian's proposal detailed the intended use and disposition of the Murals, stating that the Smithsonian intends to display the Murals as signature pieces in its new National Museum of African American History and Culture ("NMAAHC Museum"), to be located on The National Mall, Constitution Avenue, NW, between 14th and 15th Street, in the shadow of the Washington Monument and in view of all major sites representing the Nation's history. Attached hereto and incorporated herein as Exhibit 17 is a true and correct copy of the Smithsonian's proposal.

27. On January 20, 2011, the Conservator entered into a Murals Sale Agreement with the Smithsonian, a true and correct copy of which is attached hereto and incorporated herein as Exhibit 1.

Other Proposals.

28. The other proposals submitted to the Conservator for the purchase of the Murals included (1) a proposal with a purchase price of \$1 million without the 25% deposit and contingent upon the bidder undertaking a 12-month capital campaign to raise the \$1,000,000 purchase price, (2) a proposal with a purchase price of \$750,000 from an art gallery on behalf of a private collector, (3) a proposal with a purchase price of \$600,000, also without the 25% deposit and contingent upon the bidder's identification of funding for the purchase, (4) a proposal with a

purchase price of \$350,000, without the 25% deposit, and (5) a proposal for the purchase of the Murals and the entire art collection without specifying a purchase price and without the 25% deposit.

Appraisal Reports.

29. The Conservator commissioned and received an Appraisal Report dated July 28, 2010, for Golden State's art collection including the Murals from Certified Appraiser Eric Hanks, a true and correct copy of which is attached hereto and incorporated herein as Exhibit 9.

30. The July 28 Appraisal Report evaluated the fair market value of the Murals at "the price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts," which was \$2.5 million per Mural for a total of \$5 million for both Murals. Here, however, the Liquidator is obligated to sell the Murals in order to liquidate Golden State's assets for distribution to Golden State's creditors. Further, Mr. Hanks' valuation reflects an amount in excess of the \$ 2.2 million dollar reserve price at the Swann Galleries offering. No purchaser for \$2.2 million dollars could be obtained through the Swann Galleries offering, which casts doubt as to whether \$5 million dollars could be reached from a willing buyer.

31. The Conservator (now the Liquidator) sought to obtain guidance as to the likely value of the Murals in the event of a liquidation. In order to estimate the liquidation value of the Murals, the Conservator commissioned and received a second Appraisal Report dated October 8, 2010, from Mr. Hanks which appraised the liquidation value of the Murals and certain of the works of art, a true and correct copy of which is attached hereto and incorporated herein as Exhibit 10. The October 8, 2010 Appraisal Report appraised the liquidation value of the Murals at \$350,000 per Mural for a total of \$700,000 for both Murals.

Proposals to Remove Murals from Building.

32. Attached hereto and incorporated herein as Exhibit 18 is a true and correct copy of a proposal to remove the Murals from Golden State's former headquarters located at 1999 West Adams Boulevard in Los Angeles (the "Building"). The proposal is entitled "Mural Proposal" and dated November 10, 2008. The Mural Proposal was located in the files and records routinely

1 maintained in the regular and ordinary course of business by Golden State. This proposal was
2 renewed at my direction in October 2010. A true and correct copy of the renewed Mural Proposal
3 also is attached as Exhibit 18.

4 33. Attached hereto and incorporated herein as Exhibit 19 is a true and correct copy of
5 a proposal to remove the Murals from the Building. The proposal is entitled "Proposal For
6 Treatment" and dated October 28, 2008. The Proposal For Treatment was located in the files and
7 records routinely maintained in the regular and ordinary course of business by Golden State.

8 34. The Smithsonian's proposal, Exhibit 18 and Exhibit 19, are all based upon the
9 removal of the murals from the Golden State's former headquarters. The proposals within Exhibit
10 18 and Exhibit 19 indicate that the Murals can be removed.

11 **Recommendation of Smithsonian's Proposal to Purchase Murals.**

12 35. I, on behalf of and with the approval of the Liquidator, recommend the
13 Smithsonian's proposal for the sale of the Murals because the Smithsonian's proposal best
14 satisfied the RFP's selection criteria and the sale of the Murals to the Smithsonian is fair, rational
15 and in the best interests of Golden State's creditors. This recommendation is based on the
16 following:

17 36. First, the Smithsonian's proposal has a total purchase price of \$750,000 for the two
18 Murals, which exceeds the appraised liquidation value of \$700,000 stated in the October 8, 2010
19 Appraisal and is equal to the price offered by the other highest priced proposal that complied with
20 the RFP.

21 37. Second, the Smithsonian's size, financial strength and professional reputation is
22 excellent. The Smithsonian is the world's largest museum and research complex, consisting of 19
23 museums and galleries, the National Zoological Park and nine research facilities. The
24 Smithsonian provided a letter from its Director confirming that the Smithsonian has authorized
25 the funds to purchase the Murals. Further, due to the Smithsonian's financial strength and its
26 confirmation that it has authorized the funds to purchase the Murals, the Liquidator and Golden
27 State's creditors are assured that upon the Court's approval the Smithsonian will be able to pay
28 the \$750,000 purchase price and complete the purchase.

38. Third, the Smithsonian intends to display the Murals as signature pieces in its new NMAAHC Museum. The NMAAHC Museum is part of the Smithsonian Institution and will be the first national museum dedicated to the African American experience. The Murals will be housed in the NMAAHC Museum and cared for by the Smithsonian Institution's Museum Conservation Institute. As such, I, on behalf of and with the approval of the Liquidator, believe that the Murals will be placed in an optimal environment to maintain their condition and at the same time keep the Murals accessible to the public for many years to come. With Smithsonian-wide programs enjoying an annual visitorship of over 30 million people, I believe that the Smithsonian and its NMAAHC are in a unique position to ensure the long-term preservation and public display of the Murals.

39. Fourth, Golden State's creditors will benefit from the payment of the \$750,000 purchase price for the Murals in that receipt of the sale's proceeds will increase the money available for distribution to Golden State's creditors in accordance with claim priority set forth in Insurance Code § 1033.

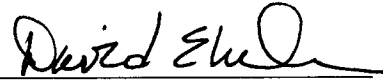
40. Fifth, continuing to hold the Murals in hope of getting a better price over time amounts to speculation in the art market, which is inconsistent with prudent management of the assets of Golden State in liquidation. Similarly, continuing to hold the Murals to permit a capital campaign to seek funds for their purchase provides no assurance to the liquidation estate that such a campaign will succeed or will produce a more favorable price for the Murals.

41. Sixth, the other five proposals submitted to the Conservator (now Liquidator) through the RFP process are not superior to the Smithsonian's proposal. The proposal with a \$1 million purchase price without the 25% deposit and contingent upon the bidder undertaking a 12-month capital campaign to raise the \$1,000,000 purchase price, did not provide any assurance that the money would be paid and the transaction would be completed, exposing Golden State to the potential of extended delays in monetizing its assets and the potential of wasting Golden State's limited assets if the Liquidator recommends the sale and the sale is not completed. The proposal with a purchase price of \$750,000 from an art gallery is on behalf of a private collector. The proposal with a purchase price of \$600,000, also without the 25% deposit and contingent upon the

1 bidder's identification of funding for the purchase, is less than the \$750,000 offered by the
2 Smithsonian and does not provide any assurance that the purchase price would be paid and the
3 transaction would be completed. Similarly, the proposal with a purchase price of \$350,000, also
4 without the 25% deposit, is substantially below the \$750,000 offered by the Smithsonian. Finally,
5 the proposal for the purchase of the Murals and the entire art collection without specifying a
6 purchase price and without the 25% deposit, does not comply with the RFP and does not provide
7 any assurance that the purchase price would be paid and the transaction would be completed.

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

10 Executed on this 22nd day of February, 2011, at San Francisco, California.

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14 DAVID E. WILSON
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DECLARATION OF MICHAEL R. WEISS

1 I, Michael R. Weiss, declare as follows:

2 1. I am over 18 years of age and have personal knowledge of the facts and
3 circumstances set forth in this declaration, and if called upon to do so, I could and would
4 competently testify thereto.

5 2. I am an attorney licensed to practice law in the State of California, and am a
6 partner with the law firm Epstein Turner Weiss, A Professional Corporation. I and Epstein
7 Turner Weiss have been retained by the Insurance Commissioner of the State of California, in his
8 capacity as Conservator ("Conservator") and then as Liquidator ("Liquidator") of Golden State
9 Mutual Life Insurance Company ("Golden State"), to provide legal services concerning Golden
10 State. I make this declaration in support of the Liquidator's Application For Orders Authorizing
11 Liquidator To Sell Two Murals To Smithsonian National Museum Of African American History
12 And Culture ("Application").

13 3. On February 9, 2011, I reviewed the internet website of Swann Galleries, which is
14 the art gallery that conducted the 2007 auction of 94 works of art for Golden State. Attached
15 hereto and incorporated herein as Exhibit 8 are true and correct copies of a summary of the 2007
16 auction by Swann Galleries and a listing of the works of art sold by Swann Galleries, which were
17 located on Swann Galleries internet website and which I printed from this website.

18 4. Attached hereto and incorporated herein as Exhibit 11 is a true and correct copy of
19 a brochure regarding the Murals that was located on a table in front of the Murals in the building
20 located at 1999 West Adams Boulevard in Los Angeles. Several brochures on the Murals were
21 located in front of the Murals among the records of Golden State. In and about October 2009, I
22 took a copy of the Brochure for my files.

23 5. Attached hereto and incorporated herein as Exhibit 12 is a true and correct copy of
24 an article written by Marsha D. Mitchell, produced by South Central Los Angeles Regional
25 Center in this matter pursuant to subpoena.

26 6. On January 27, 2011, I reviewed numerous boxes containing Golden State's files
27 and records that were boxed and placed in storage by the Liquidator's staff. I understand that the
28 files and records of Golden State in these boxes were routinely maintained in the regular and

1 ordinary course of business of Golden State and believed to be entered contemporaneously by
2 persons having knowledge of the events recorded in the files and records and whose job duties
3 include recording them. Contained in one of the boxes was a photograph depicting the
4 installation of the Murals in the Building, believed to be taken in 1949 at the time the Murals were
5 installed in the Building. Attached hereto and incorporated herein as Exhibit 20 is a true and
6 correct copy of said photograph.

7 7. Contained in a second box was a film also depicting, among other things, the
8 installation of the Murals in the Building, believed to be taken in 1949 at the time the Murals were
9 installed in the Building. Attached hereto and incorporated herein as Exhibit 21 is a true and
10 correct copy of the portion of said film on DVD that depicts the installation of the Murals. The
11 other items on the film, which include the construction of the Building, are not included on the
12 DVD as they are not relevant to this Application. Also attached with Exhibit 21 are true and
13 correct copies of screen shots of the film on DVD, depicting the installation of the Murals.

14 8. Contained in a third box were copies of the two Agreements with muralists Charles
15 Alston and Hale Woodruff in 1948 for them to paint the Murals, true and correct copies of which
16 are attached hereto and incorporated herein as Exhibits 31 and 32.

17 9. Attached hereto and incorporated herein as Exhibit 22 is a true and correct copy of
18 pertinent portions of the Purchase Agreement dated March 31, 2005, produced by Community
19 Impact Development II, LLC ("CID") in this matter pursuant to subpoena.

20 10. Attached hereto and incorporated herein as Exhibit 23 is a true and correct copy of
21 an Objection to Request for Proposal by Conservator dated July 30, 2010, filed and served in this
22 matter by CID.

23 11. Attached hereto and incorporated herein as Exhibit 24 is a true and correct copy of
24 a Grant Deed recorded May 15, 2009, produced by CID in this matter pursuant to subpoena.

25 12. Attached hereto and incorporated herein as Exhibit 25 is a true and correct copy of
26 a Stipulation and Order Regarding Non-Removal of Lobby Murals dated December 21, 2010,
27 filed and served in this matter.

28 13. Attached hereto and incorporated herein as Exhibit 26 is a true and correct copy of

1 excerpts from the Deposition Transcript of Essie Safaie taken on November 4, 2010, in this
2 matter.

3 14. Attached hereto and incorporated herein as Exhibit 27 is a true and correct copy of
4 excerpts from the Deposition Transcript of Norman Harrower taken on November 2, 2010, in this
5 matter.

6 15. Attached hereto and incorporated herein as Exhibit 28 is a true and correct copy of
7 excerpts from the Deposition Transcript of Mark Steven Moniz taken on December 6, 2010, in
8 this matter.

9 16. Attached hereto and incorporated herein as Exhibit 29 is a true and correct copy of
10 Agreement of Purchase and Sale dated April 11, 2008, produced by CID in this matter pursuant to
11 subpoena.

12 17. Attached hereto and incorporated herein as Exhibit 30 is a true and correct copy of
13 a Summary Appraisal Report, produced by CB Richard Ellis in this matter pursuant to subpoena.

14 18. On February 19, 2011, I reviewed numerous boxes containing Golden State's
15 archived files and records at the UCLA Library. I understand that the files and records of Golden
16 State in these boxes were routinely maintained in the regular and ordinary course of business of
17 Golden State and believed to be entered contemporaneously by persons having knowledge of the
18 events recorded in the files and records and whose job duties include recording them. Contained
19 in one of the boxes was a photograph depicting the installation of the Murals in the Building,
20 believed to be taken in 1949 at the time the Murals were installed in the Building. Attached
21 hereto and incorporated herein as Exhibit 33 is a true and correct copy of said photograph.

22 19. Contained in a second box at the UCLA Library were two documents dated June
23 13, 1949 and June 21, 1949, true and correct copies of which are attached hereto and incorporated
24 herein as Exhibit 34. The June 13, 1949 document is a letter advising that architect Paul R.
25 Williams had received an estimate for the "hanging" of the Murals. The June 21, 1949 document
26 is a Report Of Telephone Conversation in which Mr. Woodruff and Mr. Alston discuss that the
27 Murals will be "shipped" to Golden State.

28 20. I and my staff provided written notice of this Application and the hearing date on

1 the Application, by mailing a copy of the Application and supporting documents, to all persons
2 and entities known to me, the Liquidator and the Liquidator's staff that may have a substantial,
3 unsatisfied claim that may be affected by the Application and any Court Orders pertaining to the
4 Application, regardless of whether the persons or entities are a party to this action or have
5 appeared in it, in compliance with California Rules of Court Rule 3.1184(c). Said persons and
6 entities include the Smithsonian, the five other bidders who submitted proposals for the purchase
7 of the Murals, the Building owner Community Impact Development II, LLC which claims
8 ownership of the Murals, Pension Benefit Guaranty Corporation, National Organization of Life
9 and Health Insurance Guaranty Associations, the Certificate of Contribution holders, and several
10 persons and community groups who have contacted the Conservator or have otherwise expressed
11 interest in the sale of the Murals. Such persons and entities are listed on the Proof of Service filed
12 concurrently herewith

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

15 Executed on this 22nd day of February, 2011, at Los Angeles, California.

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18 MICHAEL R. WEISS
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EXHIBIT 1

Murals Sale Agreement

This is an agreement (“Agreement”) by and between the Insurance Commissioner of the State of California in his statutory capacity as Conservator (“Conservator”) of Golden State Mutual Life Insurance Company (“Golden State”), on the one hand, and the Smithsonian Institution, on behalf of its Smithsonian National Museum of African American History and Culture (“Smithsonian”), on the other hand. This Agreement shall inure to the benefit of the Conservator and his successors and assigns including appointment of the Insurance Commissioner as liquidator of Golden State. The Conservator and Smithsonian (collectively, “Parties”) agree as follows:

RECITALS

WHEREAS, Golden State is a mutual life insurance company duly organized and existing under and by virtue of the laws of the State of California. Golden State was authorized to and did transact the business of life, health and disability insurance and had in force life, health and disability insurance policies.

WHEREAS, on September 30, 2009, in Los Angeles Superior Court Case No. BS123005, the Los Angeles Superior Court (“Court”) entered an Order Appointing Conservator and Restraining Order (“Conservation Order”), which appointed the Insurance Commissioner as conservator of Golden State.

WHEREAS, on June 25, 2010, the Conservator commenced a Request for Proposals process (“RFP”) in which persons and entities interested in purchasing Golden State’s art collection were required to submit proposals to the Conservator for such purchase.

WHEREAS, Smithsonian submitted a proposal to purchase certain works of art from Golden State, and further entered into negotiations with the Conservator;

WHEREAS, the Conservator has advised Smithsonian that at least one party contends, contrary to the Conservator's position, that it has a competing claim to title of the works of art to be purchased through this Agreement, and may oppose such a sale;

WHEREAS, the Conservator and the Smithsonian seek, subject to Court approval, to enter into a sale agreement regarding the works of art to be purchased through this Agreement.

NOW, THEREFORE, the Parties enter into the following agreement:

1. Subject to the express condition precedents set forth herein, and in particular subject to approval by the Court, the Conservator agrees to sell to the Smithsonian the mural by Charles Alston entitled "The Negro in California History: Exploration and Colonization" and the mural by Hale Woodruff entitled "The Negro in California History: Settlement and Development" (collectively, the "Murals"). In addition, the following historical materials will accompany the sale:

- a. A film of Charles Alston and Hale Woodruff traveling in California;
- b. Certain photographs of the Murals and the artists;
- c. Certain internal Golden State publications about the Murals and their artists.

A more detailed listing of these materials is set forth as Exhibit "A". The Murals and historical materials are collectively referred to herein as "Works of Art."

2. Within ten days following notice from the Conservator to Smithsonian of Court approval of this Agreement, and, if any objections are made, following notice by

the Conservator to the Smithsonian of the passage of the requisite time for appeal of the order granting approval of this Agreement, and following notice by the Conservator to Smithsonian that title in and to the Works of Art is clear, Smithsonian will promptly create and execute a Purchase Order in the amount of Seven Hundred and Fifty Thousand Dollars (\$750,000) ("Purchase Price").

3. The Parties shall cooperate to ensure that the Conservator obtains any necessary enrollment in the Smithsonian vendor system, registration in the CCR on-line system, and other steps to ensure that the Conservator shall be paid the Purchase Price. A purchase order document ("PO") will be created for the sole purpose of facilitating payment of the Purchase Price as set forth under this Agreement. The Conservator shall be entitled to submit an invoice for payment following execution of the PO, and all sums shall be payable via the Smithsonian PO. Said invoice for the full Purchase Price shall be submitted by the Conservator to: National Museum of African American History & Culture, P.O. Box 37012, MRC 509, Washington, DC 20013-7012, Attn: Michele Moresi, in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000). This invoice shall be issued by the Special Deputy Insurance Commissioner on behalf of the Conservator, and will reference the name, title, telephone number and facsimile number of the sender.

4. Smithsonian shall pick up and receive the Works of Art from their current location on the lobby walls at 1999 West Adams Boulevard in Los Angeles, or at any other reasonable location designated by the Conservator, at the Smithsonian's own expense, and may do so only when the Conservator has received the Purchase Price.

Smithsonian will assume sole responsibility, costs and expenses for the removal, transportation, and storage of the Works of Art transferred pursuant to this Agreement.

5. In the event that upon inspection prior to packing the Works of Art for shipment, Smithsonian determinates that the Works of Art are not in substantially the same condition as at the time of submission of Smithsonian's proposal for purchase (excepting normal wear and tear or damage, or damage occurring during the Smithsonian's removal of the murals from the lobby walls, which are hereby waived by the Smithsonian), Smithsonian shall have the right to request reasonable reimbursement for the cost of placing the Works of Art in substantially the same condition as at the time of submission of Smithsonian's proposal for purchase (excepting normal wear and tear or damage, or damage occurring during the Smithsonian's removal of the murals from the lobby walls, waived by the Smithsonian).

6. If the Conservator has not received the Purchase Price within 30 days of notice to Smithsonian of approval of this Agreement, and, if any objections are made, within 30 days of notice to Smithsonian following the requisite passage of the time for appeal of the order granting approval of this Agreement, then the Conservator may, at his option, terminate this Agreement. If at any time it is determined by the Court that clear title to the Works of Art cannot be conveyed to the Smithsonian, the Smithsonian may, at its option, terminate this Agreement. Further, in the event that this Agreement is not approved by the Court by June 30, 2012, the parties shall have the authority to extend this Agreement by mutual agreement and the Smithsonian may, at its option, terminate this Agreement.

7. Upon payment of the Purchase Price, the Conservator shall quit claim all of the Conservator's and Golden State's right, title and interest in the Works of Art to Smithsonian, including, without limitation, a quit claim of any rights Golden State may have in any intellectual property, if any, associated with the Works of Art. Prior to payment of the Purchase Price, the Conservator shall notify the Smithsonian of what rights, if any, in any intellectual property associated with the Works of Art it intends to quit claim upon payment.

8. THE SALE SHALL BE ON AN AS IS, WHERE IS, BASIS. THE CONSERVATOR EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES CONCERNING THE WORKS OF ART, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR PURPOSE, ANY WARRANTIES AS TO THE AUTHENTICITY OF THE ART OR ANY OTHER IMPLIED OR EXPRESS WARRANTIES OF ANY KIND OR NATURE.

9. This Agreement is subject to the express condition precedent that the Court shall approve this Agreement.

10. No promises have been made by the Conservator or by Golden State about the Works of Art, other than the promises set forth in this Agreement. Smithsonian assumes the duty to investigate the Works of Art to determine their characteristics, value, and authenticity, as the Conservator makes no representations about the Works of Art of any kind or nature.

11. This is the entire Agreement of the Parties, which is intended by the Parties to be an integrated and final expression of their intention. In the event of any

unintended ambiguity in the Agreement, this Agreement shall be read to require court approval of an AS IS sale of the Conservator's interest in the Works of Art, and to impose no duties upon the Conservator other than those set forth expressly in this Agreement.

12. This Agreement shall be governed by California law, as supplemented, with regarding to purchase order matters by the United States Code of Federal Regulations. The Parties hereby consent to the exclusive summary jurisdiction of the Court to resolve any and all disputes as among the Parties which arise out of, or relate directly or indirectly, to the Agreement or the transactions contemplated hereby. In the event the Court is not available, the Parties hereby consent to the exclusive jurisdiction of the Los Angeles Superior Court to resolve any and all disputes as among them which arise out of, or relate directly or indirectly, to the Agreement or the transactions contemplated hereby. The Parties agree that service of process shall be effective if sent by certified or registered mail, return receipt requested, with signature required. The Parties intend to grant the broadest possible exclusive jurisdiction to the Court. Notwithstanding the foregoing, any judgment may be enforced using the assistance of such courts as may be available to aid in the enforcement of judgments.

13. SMITHSONIAN MAY NOT RECOVER ANY SPECIAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF THIS AGREEMENT. TO THE GREATEST EXTENT PERMITTED BY LAW, SMITHSONIAN WAIVE AND RELEASE THE CONSERVATOR, THE CALIFORNIA INSURANCE COMMISSIONER AND THE SPECIAL DEPUTY INSURANCE COMMISSIONER, AND THEIR RESPECTIVE REPRESENTATIVES, AGENTS, EMPLOYEES AND

SUCCESSORS, FROM ANY CLAIM THAT THEY, INDIVIDUALLY OR JOINTLY, HAVE MADE ANY REPRESENTATION, OMISSION OR WARRANTY TO INDUCE EXECUTION OF THIS AGREEMENT.

14. The Smithsonian owns, controls and/or registered the trademarks/service marks “Smithsonian”, “Smithsonian Institution” and the Smithsonian sunburst logo. The Conservator shall limit reference to the Smithsonian or any of its museums, organizations or facilities in any manner or in any medium to those references necessary to advise the creditors, the public and the Court of this transaction, and shall not refer to the Smithsonian or any of its museums, organizations or facilities in any manner or in any medium in any advertising, marketing, promotion, or solicitation without written consent. In the event that Smithsonian determines, in its sole and reasonable discretion, that events related to the conservation proceedings and outside of Smithsonian’s control may cause material harm to the Smithsonian name and/or reputation, Smithsonian shall have the right to terminate this Agreement. Nothing in this provision shall prevent the Conservator or the Conservation and Liquidation Office (“CLO”) from keeping the Court and creditors apprised of the status of the sale through court filings, notifications and/or the CLO website.

15. The Conservator is a Party to this Agreement only in his representative capacity as Conservator, and not individually, and the Parties hereto agree and acknowledge that the Conservator and any Special Deputy Insurance Commissioner executing this Agreement shall not have any personal liability for any matters or obligations hereunder, and further that the California Insurance Commissioner and the

State of California are not parties to this Agreement and shall have no liability with respect thereto.

16. Nothing in this Agreement is intended or shall be construed to give any person or entity, other than the Conservator and Smithsonian, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

SO AGREED:

INSURANCE COMMISSIONER OF THE STATE OF CALIFORNIA IN HIS
STATUTORY CAPACITY AS CONSERVATOR OF GOLDEN STATE MUTUAL
LIFE INSURANCE COMPANY, AND NOT INDIVIDUALLY

By: David E. Wilson Date: 1/21/11
2010
David E. Wilson, Special Deputy Insurance Commissioner, and not individually

SMITHSONIAN INSTITUTION, AND NOT INDIVIDUALLY

By: Jennifer L. Kwan
for Printed name: Dorothy A. Leffler
Title: Contracting Officer


who signs on behalf of Smithsonian Institution as its authorized agent, and not
individually

Date: 19 January 2011

Exhibit A: List of Historical Materials

Exhibit 'A'

Item	Medium	Qty	Description
1	16 mm Film	1	A film of Charles Alston and Hale Woodruff traveling through California, researching their subject matter in 1948
2	Framed Replica	1	Black & white framed replica Woodruff mural size is approx. 3' X 5'
3	Framed Replica	1	Black & white framed replica Alston mural size is approx. 3' X 5'
4	Slide	2	Painting white haired man in grey suit standing in front of room divider
5	Photos	6	2 are B&W of murals, 4 are "Hale Woodruff Panel" postcards with panel breakdown, "Key to Mural Slides"
6	Document	1	"Missing Mural Slides 7/77"
7	Slide	3	"H.W. Mural #5, dupe"
8	Slide	8	1 "CA Mural #1, orig"; 3 "CA Mural #3, orig"; 1 "CA Mural #3, close-up"; 2 "CA Mural #4, orig"; 1 "CA Mural #4, close-up"
9	Slide	6	2 "CA Mural #5, orig"; 2 "CA Mural #6, orig"; 2 "CA Mural #7, orig"
10	Slide	3	1 of 5 men scouting a sight; 2 of mural, no title
11	Photos	1	B&W image of lobby view of mural and glass display cases with artifacts. On back it is written "L-16-44" & "E"
12	Photos	5	Mural, B&W "The Negro in California History..."
13	Film Negative	3	Mural, large & medium format film, "The Negro in California History..."
14	Film Negative	5	"The Negro in California History..." Mural. 2 in one wax envelope, another film stuck to the outside of one of the wax envelopes
15	Photos	2	"The Negro in California History..." Mural B&W
16	Film Negative	2	"The Negro in California History..." Mural in manila envelope
FOLDER "Mural Photographs"			
17	GSM Internal Publication	1	"The Golden State Mutual Life Insurance Company African-American Art Collection"
18	Folder	1	"Mural Contacts - Woodruff & Alston" contains 2 copies of a typed agreement between Hale Woodruff & Norman Houston, signed.
19	Folder	1	"Mural Negatives" transparencies of mural drawings, legal size
20	Image	1	Transparency taped to board with image of two men and horse. "Mural Research: Pansy Express"
21	Photos	6	Full scale view of mural
22	Photos	1	Close-up of mural
23	Photos	1	Lonny view of full mural, photo mounted to board
24	Card	1	"New Office Building" August 31, 1949


 Liquidator of Golden State Mutual Life Ins. Co
 SAIC

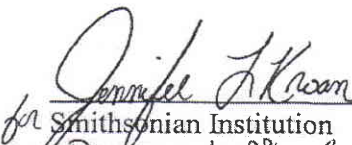

 for Smithsonian Institution
 Dorothy A. Leffler, Contracting Officer

EXHIBIT 2

EDMUND G. BROWN JR.
 Attorney General of the State of California
 W. DEAN FREEMAN
 Supervising Deputy Attorney General
 FELIX LEATHERWOOD
 Supervising Deputy Attorney General
 MARTA L. SMITH, State Bar No. 101955
 Deputy Attorney General
 300 South Spring Street, Room 1702
 Los Angeles, California 90013
 Telephone: (213) 897-2480
 Fax: (213) 897-5775

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF LOS ANGELES

SEP 30 2009

John A. Clarke, Executive Officer/Clerk
 By *Connie L. Hudson* Deputy
 CONNIE L. HUDSON

Attorneys for Applicant Insurance Commissioner
 of the State of California

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

INSURANCE COMMISSIONER OF THE
 STATE OF CALIFORNIA,

Applicant,

v.

GOLDEN STATE MUTUAL LIFE
 INSURANCE, a California corporation,

Respondent.

CASE NO. **BS123005**

ce
~~PROPOSED~~ ORDER APPOINTING
 CONSERVATOR AND RESTRAINING
 ORDER

Assigned For All Purposes To the Honorable

1 The verified Application of the Insurance Commissioner of the State of California ("the
2 Commissioner") having been filed herein and it appearing to this Court from said Application that
3 the Commissioner has (1) found Golden State Mutual Life Insurance Company ("Golden State")
4 to be in such condition that its further transaction of business will be hazardous to its
5 policyholders, creditors, and the public; and (2) found that said insurer does not comply with the
6 requirements for the issuance to it of a certificate of authority,

7 **IT IS HEREBY ORDERED** that:

8 1. The Commissioner is appointed as Conservator (hereinafter "Conservator") of
9 Golden State and directed him to conduct the business of Golden State or so much thereof as he
10 may deem appropriate (Insurance Code §§ 1011 and 1037(a));

11 2. Title to all of the assets of Golden State, wheresoever situated, is vested in the
12 Conservator or his or her successor in office, in his official capacity as such, including without
13 limitation deposits, certificates of deposit, bank accounts, mutual funds, securities, contracts,
14 rights of actions, books, records and other assets of any and every type and nature, wheresoever
15 situated, presently in Golden State's possession or control those which may be discovered
16 hereafter (Insurance Code § 1011);

17 3. All funds and assets, including without limitation deposits, certificates of deposit,
18 bank accounts, securities, and mutual fund shares of Golden State, in various financial depository
19 institutions, including without limitation banks, savings and loan associations, industrial loan
20 companies, mutual funds and/or stock brokerages, wheresoever situated, are subject to
21 withdrawal only upon direction or order by the Conservator (Insurance Code §§ 1011 and 1037
22 General Powers);

23 4. The Conservator is authorized forthwith to take possession of all of Golden State's
24 books, records, property, real and personal, and assets including without limitation accounts, safe
25 deposit boxes, rights of actions and all assets as may be in the name of Golden State, wheresoever
26 situated (Insurance Code § 1011);

27 5. The Conservator is authorized to collect all moneys due to Golden State, and to do
28 such other acts as are necessary or expedient to collect, conserve, or protect Golden State's assets,

1 property, and business (Insurance Code § 1037(a));

2 6. The Conservator is authorized to collect all debts due and claims belonging to
3 Golden State and to have the authority to sell, compound, compromise, or assign, for the purpose
4 of collection upon such terms and conditions as the Conservator deems best, any bad or doubtful
5 debts (Insurance Code § 1037(b));

6 7. The Conservator is authorized to compound, compromise or in any other manner
7 negotiate settlements of claims against Golden State upon such terms and conditions as the
8 Conservator shall deem to be in the best interest of the estate of Golden State (Insurance Code §
9 1037(c));

10 8. The Conservator is authorized to acquire, hypothecate, encumber, lease, improve,
11 sell, transfer, abandon, or otherwise dispose of or deal with, any real or personal property of
12 Golden State at its reasonable market value, or, in cases other than acquisition, sale, or transfer on
13 the basis of reasonable market value, upon such terms and conditions as the Conservator may
14 deem proper, provided the market value of the property involved does not exceed the sum of
15 twenty thousand dollars (\$20,000) (Insurance Code § 1037(d));

16 9. The Conservator, for the purpose of executing and performing any of the powers
17 and authority conferred upon the Conservator under Insurance Code § 1010 *et seq.*, in the name of
18 Golden State or in the Conservator's own name, is authorized to initiate, prosecute, and/or defend
19 any and all suits and other legal proceedings, legal or equitable, and to execute, acknowledge and
20 deliver any and all deeds, assignments, releases and other instruments necessary and proper to
21 effectuate any sale of any real and personal property or other transaction in connection with the
22 administration, liquidation or other disposition of the assets of golden State, in this or other states
23 as may appear to him necessary to carry out his functions as Conservator (Insurance Code §
24 1037(f) and 1037 General Powers);

25 10. The Conservator is authorized to divert, take possession of and secure all mail of
26 Golden State and to effect a change in the rights to use any and all post office boxes and other
27 mail collection facilities used by Golden State (Insurance Code §§ 1011 and 1037 General
28 Powers);

1 11. The Conservator is authorized to invest and reinvest, in such manner as the
2 Conservator may deem suitable for the best interests of the policyholders and creditors of golden
3 State, such portions of the funds and assets of Golden State in his possession as do not exceed the
4 amount of the reserves required by law to be maintained by Golden State as reserves for life
5 insurance policies, annuity contracts, supplementary agreements incidental to life business, and
6 reserves for noncancellable disability policies, provided the investment or reinvestment to be
7 made does not exceed the sum of one hundred thousand dollars (\$100,000), except that the
8 Conservator may make investments or reinvestments in excess of \$100,000, but not exceeding
9 \$5,000,000 per investment or reinvestment, if such investments or reinvestments are in
10 compliance with Golden State's existing investment guidelines (Attached as Exhibit 2 to the
11 Application and incorporated by reference herein) or are made pursuant to the investment
12 guidelines of the Commissioner's Conservation & Liquidation Office (Attached as Exhibit 3 to
13 the Application and incorporated by reference herein) including investments and reinvestments
14 through an investment pool consisting exclusively of assets from conserved and/or liquidating
15 estates (Insurance Code § 1037(g) and General Powers);

16 12. The Conservator is authorized, in his discretion, to pay or defer payment of some
17 or all claims, expenses, liabilities and/or obligations of Golden State, in whole or in part, accruing
18 prior and/or subsequent to his appointments as Conservator; to establish a 90-day moratorium on
19 surrenders of and withdrawals from life insurance policies and annuities; to develop and
20 implement a procedure for surrenders of and withdrawals from life insurance policies and
21 annuities due to hardship (Insurance Code §§ 1011 and 1037 General Powers);

22 13. The Conservator is authorized to appoint and employ under his hand and official
23 seal, special deputy commissioners and/or legal counsel, as his agents, and to employ clerks
24 and/or assistants, and to give to each of them those powers that the Conservator deems necessary
25 (Insurance Code §§ 1035(a) and 1036);

26 14. The Conservator is authorized to fix the costs of employing special deputy
27 commissioners, legal counsel, clerks, and/or assistants, and all expenses of taking possession of,
28 conserving, conducting, liquidating, disposing of, or otherwise dealing with the business and

1 property of Golden State, subject to the approval of the court, and to pay such costs out of the
2 assets of Golden State to the Conservator and others including without limitation expenses,
3 expense allocations, administrative costs, administrative overhead, and costs incurred and/or
4 allocated by the Conservation & Liquidation Office, and if there are insufficient funds to pay such
5 costs, then to pay such costs out of the Insurance Fund pursuant to Insurance Code § 1035
6 (Insurance Code §§ 1035(a), 1036 and 1037 General Powers);

7 15. The Conservator is authorized to assume or reject, or to modify, any executory
8 contract, including without limitation, any lease, rental or utilization contract or agreement
9 (including any schedule to any such contract or agreement), and any license or other arrangement
10 for the use of computer software of business information systems, to which Golden State is a
11 party or as to which Golden State agrees to accept an assignment of such contract, not later than
12 120 days of the date of the Order Appointing Conservator, unless such date is extended by
13 application to and further order of this Court, and if not expressly assumed by the Conservator
14 within that time then such executory contract is deemed rejected (Insurance Code § 1037 General
15 Powers);

16 16. The Conservator is authorized to terminate compensation arrangements with
17 employees, to enter into new compensation arrangements with employees including arrangements
18 containing retention incentives, and to hire employees on such terms and conditions as he deems
19 reasonable (Insurance Code § 1037 General Powers);

20 17. The Conservator is granted all the powers of the directors, officers and managers
21 of Golden State, whose authorities are suspended except as such powers may be redelegated in
22 writing by the Conservator (Insurance Code § 1037 General Powers);

23 18. Except upon the express authorization of the Conservator, Golden State and its
24 officers, directors, agents, servants, and employees are enjoined from the transaction of Golden
25 State's business or disposition of its property including without limitation from disposing of,
26 using, transferring, selling, assigning, canceling, alienating, hypothecating or concealing in any
27 manner or any way, or assisting any person in any of the foregoing, of the property or assets of
28 Golden State or property or assets in the possession of Golden State, of any nature or kind,

1 including without limitation claims or causes of action, until further order of this Court and
2 further, such persons are enjoined from obstructing or interfering with the Conservator's conduct
3 of his or her duties as Conservator (Insurance Code §§ 1011, 1020 and 1037);

4 19. All persons are enjoined from instituting or prosecuting or maintaining any action
5 at law or suit in equity including without limitation actions or proceedings to compel discovery or
6 production of documents or testimony, and matters in arbitration, and from obtaining or
7 attempting to attain preferences, judgments, foreclosures, attachments or other liens of any kind
8 or nature, against Golden State, its assets, or the Conservator, and from attaching, executing upon,
9 foreclosing upon, redeeming of, making levy upon, or taking any other legal proceedings against
10 any of the property and/or assets of Golden State, and from doing any act interfering with the
11 conduct of said business by the Conservator, except after an order from this Court obtained after
12 reasonable notice to the Conservator (Insurance Code §§ 1011, 1020 and 1037 General Powers);

13 20. Enjoining the sale or deed for nonpayment of taxes or assessments levied by any
14 taxing agency of property and/or assets of Golden State (Insurance Code § 1020(f));

15 21. Except with leave of court issued after a hearing in which the Conservator has
16 received reasonable notice, all persons are enjoined from accelerating the due date of any
17 obligation or claimed obligation, exercising any right of set-off, taking, retaining, retaking or
18 attempting to retake possession of any real or personal property, withholding or diverting any rent
19 or other obligation, and doing any act or other thing whatsoever to interfere with the possession of
20 or management by the Conservator of the property and assets, owned or controlled, by Golden
21 State or in the possession of Golden State or in any way interfering with the Conservator or
22 interfering in any manner during the pendency of this proceeding with the exclusive jurisdiction
23 of this Court over Golden State (Insurance Code §§ 1020 and 1037 General Powers);

24 22. All persons are enjoined from the waste of the assets of Golden State (Insurance
25 Code § 1020);

26 23. Golden State and all officers, directors, agents and employees of Golden State are
27 ordered to deliver to, and immediately make available to, the Conservator all assets, books,
28 records, accounts, information, computers, tapes, discs, writings, other recordings of information,

cl

1 equipment and other property of Golden State, wheresoever situated, in said persons custody or
2 control and further, directing the aforesaid to disclose verbally, or in writing if requested by the
3 Conservator, the exact whereabouts of the foregoing items if such items are not in the possession
4 custody or control of said persons (Insurance Code §§ 1011, 1020 and 1037 General Powers);

5 24. All officers, directors, trustees, employees or agents of Golden State, or any other
6 person, firm, association, partnership, corporate parent, holding company, affiliate or other entity
7 in charge of any aspect of Golden State's affairs, either in whole or in part, and including but not
8 limited to banks, savings and loan associations, financial or lending institutions, brokers, stock or
9 mutual associations, or any parent, holding company, subsidiary or affiliated corporation or any
10 other representative acting in concert with Golden State, are ordered to cooperate with the
11 Conservator in the performance of his or her duties (Insurance Code § 1037 General Powers);

12 25. All persons who maintain records for Golden State, pursuant to written contract or
13 any other agreement, are ordered to maintain such records and to deliver to the Conservator such
14 records upon his request (Insurance Code §§ 1020 and 1037 General Powers);

15 26. All agents of Golden State, and all brokers who have done business with Golden
16 State, are ordered to make all remittances of all funds collected by them or in their hands directly
17 to the Conservator (Insurance Code §§ 1020 and 1037 General Powers);

18 27. All persons having possession of any lists of policyholders, escrow holders,
19 mortgages or mortgagees of Golden State are ordered to deliver such lists to the Conservator and
20 all persons are enjoined from using any such lists or any information contained therein without
21 the consent of the Conservator (Insurance Code §§ 1020 and 1037 General Powers);

22 28. Golden State and its officers, directors, agents, servants, employees, successors,
23 assigns, affiliates, and other persons or entities under their control and all persons or entities in
24 concert or participation with Golden State, and each of them, are ordered to turn over to the
25 Conservator all records, documentation, charts and/or descriptive materials of all funds, assets,
26 property (owned beneficially or otherwise), and all other assets of Golden State wherever
27 situated, and all books and records of accounts, title documents and other documents in their
28 possession or under their control, which relate, directly or indirectly to assets or property owned

1 or held by Golden State or to the business or operations of Golden State (Insurance Code §§ 1020
2 and 1037 General Powers);

3 29. Any and all provisions of any agreement entered into by and between any third
4 party and Golden State, including by way of illustration, but not limited to, the following types of
5 agreements (as well as any amendments, assignments, or modifications thereto), shall be stayed,
6 and the assertion of any and all rights and remedies relating thereto shall also be stayed and
7 barred, except as otherwise ordered by this Court, and this Court shall retain jurisdiction over any
8 cause of action that has arisen or may otherwise arise under any such provision: financial
9 guarantee bonds, promissory notes, loan agreements, security agreements, deeds of trust,
10 mortgages, indemnification agreements, subrogation agreements, subordination agreements,
11 pledge agreements, assignments of rents or other collateral, financial statements, letters of credit,
12 leases, insurance policies, guaranties, escrow agreements, management agreements, real estate
13 brokerage and rental agreements, servicing agreements, attorney agreements, consulting
14 agreements, easement agreements, license agreements, franchise agreements, or employment
15 contracts that provide in any manner that selection, appointment or retention of a conservator,
16 receiver or trustee by any court, or entry of any order such as hereby made, shall be deemed to be,
17 or otherwise operate as, a breach, violation, event of default, termination, event of dissolution,
18 event of acceleration, insolvency, bankruptcy, or liquidation (Insurance Code §§ 1020 and 1037
19 General Powers).

20
21 Dated: SEP 30 2009

22 
23 Judge of the Superior Court

DECLARATION OF SERVICE BY E-MAIL AND OVERNIGHT COURIER

Case Name: **Insurance Commissioner v. Golden State Mutual Life Insurance Co.**

No.:

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter; my business address is: 300 South Spring Street, Suite 1702, Los Angeles, CA 90013. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for overnight mail with the **FEDERAL EXPRESS** overnight mail service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the overnight courier that same day in the ordinary course of business.

On **September 28, 2009**, I served the attached **[PROPOSED] ORDER APPOINTING CONSERVATOR AND RESTRAINING ORDER** by transmitting a true copy via electronic mail. In addition, I placed a true copy thereof enclosed in a sealed envelope, in the internal mail system of the Office of the Attorney General, for overnight delivery, addressed as follows:

Michael L. Rosenfield, Esq.
Barger & Wolen LLP
633 W. 5th Street
Forty-Seventh Floor
Los Angeles, California 90071-2045
Phone: (213) 614-7321
Fax: (213) 614-7399
E-mail Address: mrosenfield@bargerwolen.com

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on **September 28, 2009**, at Los Angeles, California.

Veronica James
Declarant


Signature



I certify that this is a true and correct copy of the
original of order on file in this office consisting
of 1 pages. JOHN A. CLARKE, Executive Officer/Clerk of the
Superior Court of California, County of Los Angeles.

Date: SEP 30 2009

By: Jessica Le Deputy

Jessica Le

EXHIBIT 3

1 EDMUND G. BROWN JR.
Attorney General of California
2 FELIX LEATHERWOOD
W. DEAN FREEMAN
3 Supervising Deputy Attorneys General
MARTA L. SMITH
4 Deputy Attorney General
State Bar No. 101955
5 300 South Spring Street, Room 1702
Los Angeles, California 90013
6 Telephone: (213) 897-2483
7 Facsimile: (213) 897-5775
E-mail: Marta.Smith@doj.ca.gov
8 Attorneys for Applicant
Insurance Commissioner of the State of California

ORIGINAL FILED

JUN 24 2010

LOS ANGELES
SUPERIOR COURT

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES

12 INSURANCE COMMISSIONER OF THE
13 STATE OF CALIFORNIA,

14 Applicant,

15 v.

16 GOLDEN STATE MUTUAL LIFE
INSURANCE COMPANY, a California
17 corporation,

18 Respondent.

Case No. BS123005

Assigned to Hon. David P. Yaffe, Dept. 86

**[PROPOSED] ORDER APPROVING THE
CONSERVATOR'S REHABILITATION
PLAN FOR GOLDEN STATE MUTUAL
LIFE INSURANCE COMPANY AND
AUTHORIZING CONSERVATOR TO
ENTER INTO RELATED
AGREEMENTS WITH IA AMERICAN
LIFE INSURANCE COMPANY:**

- (1) AGREEMENT AND PLAN OF
REHABILITATION;
(2) ASSUMPTION REINSURANCE
AGREEMENT;
(3) SERVICE AGREEMENT; AND
(4) NOVATION AGREEMENT**

Date: June 24, 2010

Time: 9:30 a.m.

Dept: Dept 86

Judge: Honorable David P. Yaffe

1 On June 24, 2010, in Department 86 of the above-entitled Court, the Honorable David P.
2 Yaffe, Judge Presiding (the "Court"), the Court held the hearing on its Order To Show Cause
3 dated May 12, 2010 and the Application Re: Order To Show Cause And For Orders Approving
4 Rehabilitation Plan Of Golden State Mutual Life Insurance Company And Authorizing
5 Conservator To Enter Into Related Agreements With IA American Life Insurance Company
6 ("Application") filed by Applicant Steve Poizner, Insurance Commissioner of the State of
7 California, in his capacity as Conservator ("Conservator") of Golden State Mutual Life Insurance
8 Company in Conservation ("Golden State"). Deputy Attorney General Marta L. Smith and
9 attorney Michael R. Weiss appeared on behalf of the Conservator. Other appearances, if any, are
10 noted in the record.

11 The Court, having read and considered the Conservator's Application, the Declarations of
12 David E. Wilson, Joseph B. Holloway, Jr., Patrik Guindon and Michael R. Weiss, and all
13 documents and evidence submitted, including without limitation the rehabilitation plan
14 comprising the four agreements referred to as (1) Agreement and Plan of Rehabilitation, (2)
15 Assumption Reinsurance Agreement, (3) Service Agreement and (4) Novation Agreement
16 (collectively, the "Rehabilitation Plan,"), and having heard and considered the arguments
17 presented to the Court, and upon good cause shown,

18 IT IS HEREBY ORDERED that the Conservator's Application is granted and that:

19 1. This Court has subject matter jurisdiction over this matter pursuant to California
20 Insurance Code § 1010 *et seq*;

21 2. Notice of the Order to Show Cause, the Conservator's Application for approval of
22 the Rehabilitation Plan, the agreements comprising the Rehabilitation Plan, and all other
23 documents and evidence submitted in support of the Conservator's Application was properly
24 provided to Golden State, its former board of directors, its approximately 120,000 policyholders
25 and annuity contract holders, its certificate of contribution holders, its employees and all other
26 persons and entities having a substantial, unsatisfied interest in Golden State known to the
27 Conservator; that the mailing to the Affected Persons was properly provided; and that the notices
28 and mailings comply with due process and with the requirements of California law;

1 3. The Conservator is authorized to enter into the Rehabilitation Plan consisting of
2 (1) Agreement and Plan of Rehabilitation, (2) Assumption Reinsurance Agreement, (3) Service
3 Agreement and (4) Novation Agreement in a form substantially similar to that filed with the
4 Application;

5 4. The Rehabilitation Plan and the agreements comprising the plan are authorized and
6 consistent with California Insurance Code § 1010 *et seq.*, including without limitation §§ 1037,
7 1043 and 1057, the Conservator's discretion under those statutes, and both substantive and
8 procedural due process;

9 5. The Rehabilitation Plan and agreements comprising the plan, when contemplated,
10 are enforceable;

11 6. The Rehabilitation Plan and agreements comprising the plan are fair to Golden
12 State's policyholders, annuity contract holders, creditors, and all other persons and entities having
13 a substantial, unsatisfied interest in Golden State known to the Conservator;

14 7. The form of the Rehabilitation Plan and agreements are approved;

15 8. The policyholder and annuity contract liabilities shall be assumed and transferred
16 to IA American Life Insurance Company ("IA American") upon closing of the Rehabilitation
17 Plan and agreements, such that, upon closing of the agreements, Golden State's policies and
18 annuity contracts shall be assumed by IA American and the policyholders and annuity contract
19 holders of such policies and contracts shall have no further contractual claims against Golden
20 State, other than any claim arising solely from equity ownership rights, if any, as mutual life
21 insurance policyholders;

22 9. The entry into the Rehabilitation Plan and agreements provides each policyholder,
23 annuity contract holder and creditor of Golden State with a more favorable result than the other
24 proposals submitted to the Conservator and under an immediate liquidation of Golden State;

25 10. The Conservator is hereby authorized, in his discretion, to consummate and close
26 the transactions and agreements contemplated by the Rehabilitation Plan and agreements; in his
27 discretion, to make the asset and liability transfers contemplated by the Rehabilitation Plan and
28 agreements; and, in his discretion, to enter into such further agreements, modifications and

1 documents regarding the transfer and assumption of Golden State's policies and annuity
2 contracts, the closing of the Rehabilitation Plan and agreements, the provision for the
3 adjudication, defense, and payment of policy claims in the course of settlement, and the transfers
4 of assets contemplated therein, as he deems appropriate;

5 11. The Court's September 30, 2009, Order Appointing Conservator and Restraining
6 Order, and all stays and injunctions set forth therein, remain in full force and effect;

7 12. All policyholders, annuity contract holders, creditors, persons and entities are
8 enjoined and restrained from commencing or further prosecuting any suit or suit against IA
9 American seeking to impose liability upon IA American for any extra-contractual liabilities, tort
10 liabilities, statutory liabilities or other liabilities of Golden State which arise prior to the date of
11 IA American's assumption of Golden State's policies and annuity contracts;

12 13. All liabilities not assumed by IA American shall remain with Golden State;

13 14. All assets and liabilities of Golden State not transferred to IA American will
14 remain with and be monetized by the Conservator, and will be subject to the claim priority and
15 asset distribution procedures set forth in Insurance Code § 1010 *et seq.*;

16 15. Following the closing of the Rehabilitation Plan and agreements with IA
17 American, the Conservator shall maintain all rights to apply for further orders of conservation
18 and/or liquidation concerning Golden State and to apply for a proof of claims process to be
19 established in accordance with California Insurance Code § 1010 *et seq.*, including a claims bar
20 date and other procedures to distribute Golden State's retained assets in an orderly manner;

21 16. Nothing in the requested Order shall diminish the rights of the Conservator in this
22 matter;

23 17. Upon the closing of the Rehabilitation Plan and agreements and transactions
24 contemplated therein with IA American, the Conservator shall file with the Court a Notice of
25 Closing of Rehabilitation Plan within thirty days of such closing. If, for any reason, the
26 Conservator determines that a closing should not occur, then the Conservator shall file a Status
27 Report advising the Court of same no later than thirty-days after making such a determination;
28 and

1 18. The Conservator is authorized to take any and all action necessary to accomplish
2 the purposes of this Order and the orders requested herein.

3
4 DATED: JUN 24 2010

David P. Yaffe

THE HONORABLE DAVID P. YAFFE
Los Angeles Superior Court Judge

EXHIBIT 4

1 EDMUND G. BROWN JR.
Attorney General of California
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Attorneys for Applicant
8 Insurance Commissioner of the State of California

ORIGINAL FILED

SEP 28 2010

**LOS ANGELES
SUPERIOR COURT**

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**
12

13 INSURANCE COMMISSIONER OF THE
14 STATE OF CALIFORNIA,

15 Applicant,

16 v.

17 GOLDEN STATE MUTUAL LIFE
INSURANCE COMPANY, a California
18 corporation,

19 Respondent.
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Case No. BS123005

*Assigned to Hon. David P. Yaffe
Dept. 86*

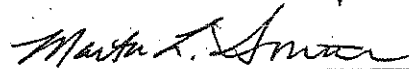
**NOTICE OF CLOSING OF (1)
ASSUMPTION REINSURANCE
AGREEMENT AND (2) AGREEMENT
AND PLAN OF REHABILITATION FOR
GOLDEN STATE MUTUAL LIFE
INSURANCE COMPANY WITH IA
AMERICAN LIFE INSURANCE
COMPANY**

1 **PLEASE TAKE NOTICE**, hereby given, that on September 2, 2010, Steve Poizner,
2 Insurance Commissioner of the State of California, in his capacity as Conservator of Golden State
3 Mutual Life Insurance Company in Conservation ("Conservator") and IA American Life
4 Insurance Company ("IA American") closed the Assumption Reinsurance Agreement dated May
5 7, 2010 and the Agreement And Plan Of Rehabilitation For Golden State Mutual Life Insurance
6 Company dated May 7, 2010, with IA American Life Insurance Company, which were approved
7 by this Court on June 24, 2010.

8 Copies of the Agreements and this Notice can be reviewed and downloaded at
9 www.caclo.org/GoldenStateMutual/RehabilitationPlan.

10
11 Dated: September 27, 2010

EDMUND G. BROWN JR.
Attorney General of California
FELIX LEATHERWOOD
W. DEAN FREEMAN
Supervising Deputy Attorneys General
MARTA L. SMITH
Deputy Attorney General

12
13
14
15
16 

17 MARTA L. SMITH
18 Deputy Attorney General

19 Attorneys for Applicant
20 Insurance Commissioner of the State of California
21
22
23
24
25
26
27
28

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On September 28, 2010, I served the following documents described as **NOTICE OF CLOSING OF (1) ASSUMPTION REINSURANCE AGREEMENT AND (2) AGREEMENT AND PLAN OF REHABILITATION FOR GOLDEN STATE MUTUAL LIFE INSURANCE COMPANY WITH IA AMERICAN LIFE INSURANCE COMPANY** by placing [] the original [✓] a true copy thereof (as indicated on the attached service list) enclosed in a sealed envelope(s) addressed as follows:

[✓] **By Mail.** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation or postage meter date is more than one day after date of deposit for mailing in affidavit.

[] **By Personal Service.** I caused such envelope(s) to be personally delivered via messenger service to the addressee(s) indicated on the attached Service List.

☐ **By Federal Express.** I caused such envelope(s) to be deposited at a facility regularly maintained by FedEx at 777 S. Figueroa Street, Los Angeles, California 90017, with arrangements made for payment in full of the required charges, to the party(ies) listed on the attached Service List.

[✓] (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

[] (Federal) I am employed by a member of the Bar of the State of California. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

NOTICE OF CLOSING OF (1) ASSUMPTION REINSURANCE AGREEMENT AND (2) AGREEMENT AND PLAN OF REHABILITATION FOR GOLDEN STATE MUTUAL WITH IA AMERICAN LIFE INSURANCE COMPANY

GOLDEN STATE MUTUAL LIFE INSURANCE COMPANY

SERVICE LIST

Mr. Verdun J. Arnaud
2512 Glendower Avenue
Los Angeles, CA 90027

Mr. Ronald R. Dobbin
7736 Morgan Lane
Laverock, PA 19038

Mr. Gene Hale
1875 West Redondo Beach Blvd., Suite 102
Gardena, CA 90247

Mr. James C. Harrison
3785 Sherbrook Court
College Park, GA 30349

Ms. Loney W. Heard-Davis
4900 Lincolnshire Avenue
Buena Park, CA 90701

Mr. Larkin Teasley
4581 Don Milagro Drive
Los Angeles, CA 90008

Mr. Frederick E. Wadibia
11260 Overland Ave., #11A
Culver City, CA 90230

Pension Benefit Guaranty Corporation
Attn: Jon Chatalian
1200 K Street NW
Washington D.C. 20005

Lisa Von Eschen
Abelson Herron LLP
333 South Grand Avenue, Suite 1550
Los Angeles, California 90071
Counsel for Community Impact Development/ Dudley Ventures

Austin C. Moore, III, CLU
President
Golden State Mutual Life Alumni Association
3431 Pomona Blvd., Suite D
Pomona, California 91768

EXHIBIT 5

ORIGINAL FILED

JAN 28 2011

RECEIVED

LOS ANGELES
SUPERIOR COURT

DEC 21 2010

DEPT86

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14 Attorneys for Applicant
15 Insurance Commissioner of the State of California

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 FOR THE COUNTY OF LOS ANGELES

18 INSURANCE COMMISSIONER OF THE
19 STATE OF CALIFORNIA,

20 Applicant,

21 v.

22 GOLDEN STATE MUTUAL LIFE
23 INSURANCE COMPANY, a California
corporation,

24 Respondent.

Case No. BS123005
Assigned to Hon. Ann I. Jones, Dept. 86

~~[PROPOSED]~~ ORDER OF LIQUIDATION
AND ORDERS AND INJUNCTIONS IN
AID OF LIQUIDATION FOR GOLDEN
STATE MUTUAL LIFE INSURANCE
COMPANY

Date: January 28, 2011
Time: 9:30 a.m.
Dept: 86

1 On January 28, 2011, in Department 86 of the above-entitled Court, the Honorable Ann I.
2 Jones, Judge Presiding (the "Court"), the Court held the hearing on the Court's Order to Show
3 Cause and the Motion For Order Of Liquidation And Orders And Injunctions In Aid Of
4 Liquidation For Golden State Mutual Life Insurance Company, filed by Applicant Steve Poizner,
5 Insurance Commissioner of the State of California, in his capacity as Conservator ("Conservator")
6 of Golden State Mutual Life Insurance Company in Conservation ("Golden State"). Deputy
7 Attorney General Marta L. Smith and attorney Michael R. Weiss appeared on behalf of the
8 Conservator. Other appearances, if any, are noted in the record.

9 The Court, having read and considered the Conservator's Notice of Order to Show Cause
10 and Motion, Memorandum of Points and Authorities in support of the Motion, the Declarations of
11 David E. Wilson and Michael R. Weiss, and all documents and evidence submitted, and having
12 heard and considered the arguments presented to the Court, and upon good cause shown,

13 IT IS HEREBY ORDERED that the Conservator's Motion is granted and that:

14 **A. Liquidation, Administration and Operation**

15 1. As of September 30, 2010, Golden State is insolvent and remains insolvent today,
16 and it would be futile for the Commissioner to proceed as Conservator; and therefore, sufficient
17 grounds exist in accordance with Insurance Code § 1016 for entry of an order of liquidation of
18 Golden State. (Insurance Code § 1016.)

19 2. The Commissioner's status as Conservator is terminated, he is appointed
20 Liquidator of Golden State as set forth in Insurance Code § 1016, and he is directed as Liquidator
21 to liquidate and wind up the business of Golden State and to act in all ways and exercise all
22 powers necessary for the purpose of carrying out this Order. (Insurance Code § 1016.)

23 3. Title to all of the assets of Golden State, wheresoever situated, shall remain vested
24 in the Commissioner, now as Liquidator, or his successor in office, in his official capacity as
25 such, including without limitation real and personal property, deposits, certificates of deposit,
26 bank accounts, mutual funds, securities, contracts, rights of actions, books, records and other
27 assets of any and every type and nature, wheresoever situated, presently in Golden State's
28

1 possession and/or those which may be discovered hereafter. (Insurance Code §§ 1011, 1016 and
2 1037 General Powers.)

3 4. All funds and assets, including without limitation deposits, certificates of deposit,
4 bank accounts, securities, and mutual fund shares of Golden State, in various financial depository
5 institutions, including without limitation banks, savings and loan associations, industrial loan
6 companies, mutual funds and/or stock brokerages, wheresoever situated, are subject to withdrawal
7 only upon direction or order by the Liquidator. (Insurance Code §§ 1011, 1016 and 1037 General
8 Powers.)

9 5. The Liquidator is authorized to collect all moneys due to Golden State, and to do
10 such other acts as are necessary or expedient to collect, conserve, protect and/or liquidate Golden
11 State's assets, property and business. (Insurance Code § 1037(a).)

12 6. The Conservator is authorized to collect all debts due and claims belonging to
13 Golden State and to have the authority to sell, compound, compromise, or assign, for the purpose
14 of collection upon such terms and conditions as the Liquidator deems best, any bad or doubtful
15 debts. (Insurance Code § 1037(b).)

16 7. The Liquidator is authorized to compound, compromise or in any other manner
17 negotiate settlements of claims against Golden State upon such terms and conditions as the
18 Liquidator shall deem to be most advantageous to the estate of Golden State. (Insurance Code §
19 1037(c).)

20 8. The Liquidator is authorized, without permission of the court and without notice,
21 to acquire, hypothecate, encumber, lease, improve, sell, transfer, abandon, or otherwise dispose of
22 or deal with, any real or personal property of Golden State at its reasonable market value, or, in
23 cases other than acquisition, sale, or transfer on the basis of reasonable market value, upon such
24 terms and conditions as the Liquidator may deem proper, provided the market value of the
25 property involved does not exceed the sum of twenty thousand dollars (\$20,000). (Insurance
26 Code § 1037(d).)

27 9. The Liquidator is authorized to transfer to a trustee or trustees, under a voting trust
28 agreement, the stock of Golden State heretofore or hereafter issued to the Liquidator in

1 connection with a rehabilitation or reinsurance agreement, or any other proceeding under
2 Insurance Code § 1010 *et seq.* (Insurance Code § 1037(e).)

3 10. The Liquidator is authorized, for the purpose of executing and performing any of
4 the powers and authority conferred upon the Liquidator under Insurance Code § 1010 *et seq.*, in
5 the name of Golden State or in the Liquidator's own name, to initiate, prosecute and/or defend any
6 and all suits and other legal proceedings, legal or equitable, and to execute, acknowledge and
7 deliver any and all deeds, assignments, releases and other instruments necessary and proper to
8 effectuate any sale of any real and personal property or other transaction in connection with the
9 administration, liquidation or other disposition of the assets of Golden State, in this or other states
10 as may appear to him necessary to carry out his functions as Liquidator. (Insurance Code §
11 1037(f) and 1037 General Powers.)

12 11. The Liquidator is authorized to divert, take possession of and secure all mail of
13 Golden State and to effect a change in the rights to use any and all post office boxes and other
14 mail collection facilities used by Golden State. (Insurance Code §§ 1011 and 1037 General
15 Powers.)

16 12. The Liquidator is authorized, without permission of the court and without notice,
17 to invest and reinvest, in such manner as the Liquidator may deem suitable for the best interests of
18 the policyholders and/or creditors of Golden State, such portions of the funds and assets of
19 Golden State in his possession as do not exceed the amount of the reserves required by law to be
20 maintained by Golden State as reserves for life insurance policies, annuity contracts,
21 supplementary agreements incidental to life business, and reserves for non-cancelable disability
22 policies, and which funds and assets are not immediately distributable to creditors, provided the
23 investment or reinvestment to be made does not exceed the sum of one hundred thousand dollars
24 (\$100,000), except that the Liquidator, without permission of the court and without notice, may
25 make investments or reinvestments in excess of \$100,000, but not exceeding \$5,000,000 per
26 investment or reinvestment, if such investments or reinvestments are part of Golden State's
27 existing investments or are made pursuant to the investment guidelines of the Commissioner's
28 Conservation & Liquidation Office including investments and reinvestments through an

1 investment pool consisting exclusively of assets from conserved and/or liquidating estates.
2 (Insurance Code § 1037(g) and General Powers.)

3 13. The Liquidator is authorized, in his discretion, without permission of the court and
4 without notice, to pay or defer payment of some or all claims, expenses, liabilities and/or
5 obligations of Golden State, in whole or in part, accruing prior and/or subsequent to his
6 appointment as Liquidator. (Insurance Code §§ 1011 and 1037 General Powers.)

7 14. The Liquidator is authorized to appoint and employ under his hand and official
8 seal, special deputy commissioners and/or legal counsel, as his agents, and to employ clerks
9 and/or assistants, and to give to each of them those powers that the Liquidator deems necessary.
10 (Insurance Code §§ 1035(a) and 1036.)

11 15. The Liquidator is authorized to fix the costs of employing special deputy
12 commissioners, legal counsel, clerks, and/or assistants, and all expenses of taking possession of,
13 conserving, conducting, liquidating, disposing of, or otherwise dealing with the business and
14 property of Golden State, subject to the approval of the court, and to pay such costs out of the
15 assets of Golden State to the Liquidator and others including without limitation expenses, expense
16 allocations, administrative costs, administrative overhead, and costs incurred and/or allocated by
17 the Conservation & Liquidation Office, and if there are insufficient funds to pay such costs, then
18 to pay such costs out of the Insurance Fund pursuant to Insurance Code § 1035. (Insurance Code
19 §§ 1035(a), 1036 and 1037 General Powers.)

20 16. The Liquidator is authorized to assume or reject, or to modify, any executory
21 contract, including without limitation, any lease, rental or utilization contract or agreement
22 (including any schedule to any such contract or agreement), and any license or other arrangement
23 for the use of computer software of business information systems, to which Golden State is a
24 party or as to which Golden State agrees to accept an assignment of such contract, not later than
25 120 days of the date of the Order Appointing Conservator, unless such date is extended by
26 application to and further order of this Court, and if not expressly assumed by the Conservator
27 within that time then such executory contract is deemed rejected. (Insurance Code § 1037
28 General Powers.)

1 17. The Liquidator is authorized to terminate compensation arrangements with
2 employees, to enter into new compensation arrangements with employees including arrangements
3 containing retention incentives, and to hire employees on such terms and conditions as he deems
4 reasonable. (Insurance Code § 1037 General Powers.)

5 18. The Liquidator is vested with all the powers of the directors, officers and managers
6 of Golden State, whose authorities are suspended except as such powers may be re-delegated by
7 the Liquidator. (Insurance Code § 1037 General Powers.)

8 **B. Injunctions and Other Orders**

9 19. Except upon the express authorization of the Liquidator, all persons are hereby
10 enjoined, including without limitation Golden State and its officers, directors, agents, servants,
11 and employees, from the transaction of Golden State's business or disposition of its property
12 including without limitation from disposing of, using, transferring, selling, assigning, canceling,
13 alienating, hypothecating or concealing in any manner or any way, or assisting any person in any
14 of the foregoing, of the property or assets of Golden State or property or assets in the possession
15 of Golden State, of any nature or kind, including without limitation claims or causes of action,
16 until further order of this Court and further, enjoining such persons from obstructing or interfering
17 with the Liquidator's conduct of his or her duties as Liquidator. (Insurance Code §§ 1011, 1020
18 and 1037.)

19 20. All persons are enjoined from instituting or prosecuting or maintaining any action
20 at law or suit in equity including without limitation actions or proceedings to compel discovery or
21 production of documents or testimony, and matters in arbitration, and from obtaining or
22 attempting to attain preferences, judgments, foreclosures, attachments or other liens of any kind
23 or nature, against Golden State, its assets, or the Liquidator, and from attaching, executing upon,
24 foreclosing upon, redeeming of, making levy upon, or taking any other legal proceedings against
25 any of the property and/or assets of Golden State, and from doing any act interfering with the
26 conduct of said business by the Liquidator, except after an order from this Court obtained after
27 reasonable notice to the Liquidator. (Insurance Code §§ 1011, 1020 and 1037 General Powers.)
28

1 21. All persons are enjoined from the sale or deed for nonpayment of taxes or
2 assessments levied by any taxing agency of property and/or assets of Golden State. (Insurance
3 Code § 1020(f).)

4 22. Except with leave of court issued after a hearing in which the Liquidator has
5 received reasonable and statutory notice, all persons are enjoined from accelerating the due date
6 of any obligation or claimed obligation, exercising any right of set-off, taking, retaining, retaking
7 or attempting to retake possession of any real or personal property, withholding or diverting any
8 rent or other obligation, and doing any act or other thing whatsoever to interfere with the
9 possession of or management by the Liquidator of the property and assets, owned or controlled,
10 by Golden State or in the possession of Golden State or in any way interfering with the Liquidator
11 or interfering in any manner during the pendency of this proceeding with the exclusive
12 jurisdiction of this Court over Golden State. (Insurance Code §§ 1020 and 1037 General Powers.)

13 23. All persons are enjoined from the waste of the assets of Golden State. (Insurance
14 Code § 1020.)

15 24. Golden State and all officers, directors, agents and employees of Golden State are
16 ordered to deliver to, and immediately make available to, the Liquidator all assets, books,
17 accounts, records, information, computers, tapes, discs, writings, other recordings of information,
18 equipment and other property of Golden State, wheresoever situated, in said person's custody or
19 control and further, and are directed the aforesaid to disclose verbally, or in writing if requested
20 by the Liquidator, the exact whereabouts of the foregoing items if such items are not in the
21 possession, custody or control of said persons. (Insurance Code §§ 1011, 1016, 1020 and 1037
22 General Powers.)

23 25. Golden State and all officers, directors, trustees, employees or agents of Golden
24 State, or any other person, firm, association, partnership, corporate parent, holding company,
25 affiliate or other entity in charge of any aspect of Golden State's affairs, either in whole or in part,
26 and including but not limited to banks, savings and loan associations, financial or lending
27 institutions, brokers, stock or mutual associations, or any parent, holding company, subsidiary or
28 affiliated corporation or any other representative acting in concert with Golden State, are ordered

1 to cooperate with the Liquidator in the performance of his or her duties. (Insurance Code § 1037
2 General Powers.)

3 26. All persons who maintain records for Golden State, pursuant to written contract or
4 any other agreement, are ordered to maintain such records and to deliver to the Liquidator such
5 records upon his request. (Insurance Code §§ 1020 and 1037 General Powers.)

6 27. All agents of Golden State, and all brokers who have done business with Golden
7 State, are ordered to make all remittances of all funds collected by them or in their hands directly
8 to the Liquidator. (Insurance Code §§ 1020 and 1037 General Powers.)

9 28. All persons having possession of any lists of policyholders, escrow holders,
10 mortgages or mortgagees of Golden State are ordered to deliver such lists to the Liquidator and all
11 persons are enjoined from using any such lists or any information contained therein without the
12 consent of the Liquidator. (Insurance Code §§ 1020 and 1037 General Powers.)

13 29. Golden State and its officers, directors, agents, servants, employees, successors,
14 assigns, affiliates, and other persons or entities under their control and all persons or entities in
15 concert or participation with Golden State, and each of them, are ordered to turn over to the
16 Liquidator all records, documentation, charts and/or descriptive materials of all funds, assets,
17 property (owned beneficially or otherwise), and all other assets of Golden State wherever situated,
18 and all books and records of accounts, title documents and other documents in their possession or
19 under their control, which relate, directly or indirectly, to assets or property owned or held by
20 Golden State or to the business or operations of Golden State. (Insurance Code §§ 1020 and 1037
21 General Powers.)

22 30. Any and all provisions of any agreement entered into by and between any third
23 party and Golden State, including by way of illustration, but not limited to, the following types of
24 agreements (as well as any amendments, assignments, or modifications thereto), are stayed, and
25 the assertion of any and all rights and remedies relating thereto are also stayed and barred, except
26 as otherwise ordered by this Court, and this Court shall retain jurisdiction over any cause of action
27 that has arisen or may otherwise arise under any such provision: financial guarantee bonds,
28 promissory notes, loan agreements, security agreements, deeds of trust, mortgages,

1 indemnification agreements, subrogation agreements, subordination agreements, pledge
2 agreements, assignments of rents or other collateral, financial statements, letters of credit, leases,
3 insurance policies, guaranties, escrow agreements, management agreements, real estate brokerage
4 and rental agreements, servicing agreements, attorney agreements, consulting agreements,
5 easement agreements, license agreements, franchise agreements, or employment contracts that
6 provide in any manner that selection, appointment or retention of a conservator, receiver or trustee
7 by any court, or entry of any order such as hereby made, shall be deemed to be, or otherwise
8 operate as, a breach, violation, event of default, termination, event of dissolution, event of
9 acceleration, insolvency, bankruptcy, or liquidation. (Insurance Code §§ 1020 and 1037 General
10 Powers).

11 C. **Creditors and Setting of Claims Bar Date**

12 31. The rights and liabilities of claimants, policyholders, shareholders, members and
13 all other persons interested in the assets of Golden State are fixed as of the date of entry of this
14 Order. (Insurance Code § 1019.)

15 32. Any and all claims against Golden State, including without limitation those claims
16 which in any way affect or seek to affect any of the assets of Golden State, wherever or however
17 such assets may be owned or held, must be filed no later than December 31, 2011 (the "Claims
18 Bar Date"), together with proper proofs thereof, in accordance with the provisions of Insurance
19 Code § 1010 *et seq.* including without limitation Insurance Code § 1023. The proof of claim must
20 be timely filed on the form provided by the Liquidator, together with proper proofs thereof, and
21 must be supplemented with such further information as the Liquidator requests, in accordance
22 with Insurance Code § 1023(f). Except for persons deemed to have filed claims against Golden
23 State in accordance with the provisions of Insurance Code § 1010 *et seq.* including without
24 limitation Insurance Code § 1024 and § 1025.5, any claims not filed by the Claims Bar Date shall
25 be conclusively deemed forever waived. (Insurance Code § 1024.)

26 //

27 //

28 //

1 33. For such other and further relief as may be proper or necessary.

2 34. The Liquidator is authorized to take any and all action necessary to accomplish the
3 purposes of this Order and the Orders requested herein.

4 DATED: 1-28-11

ANN I. JONES

THE HONORABLE ANN I. JONES
Los Angeles Superior Court Judge

EXHIBIT 6

GOLDEN STATE MUTUAL LIFE INSURANCE COMPANY IN CONSERVATION

Statement of Net Assets Available in Liquidation As of September 30, 2010

Assets

Cash and cash equivalents	\$ 3,090,716
Deposits	75,000
Recoverable from reinsurers	253,807
Reinsurance recoverable LTD	35,471
Real estate	1,512,960
Works of art	753,200
Total assets	<u>5,721,154</u>

Liabilities and Net Assets

Liabilities:

Amounts withheld for account of others	\$ 712,113
Unclaimed funds	282,444
Accrued liabilities	630,802
Pension liability	5,260,000
Certificates of contribution	2,406,536
Total liabilities	<u>9,291,895</u>
Deficiency in net assets in liquidation	<u>\$ (3,570,741)</u>

See accompanying notes to financial statements.

EXHIBIT 7

Golden State Mutual Life
Art Collection
Prepared: 6/21/2010

No.	Artist	Title/Description	Medium	Bid Price
1	Ablade	<i>Dancing Women</i>	Oil on canvas	
2	Bakari Santos	<i>Baiana</i>	Bronze/Enamel Plaque	
3	Bakari Santos	<i>Baiana II</i>	Bronze/Enamel Plaque	
4	Bakari Santos	<i>Oxala</i>	Bronze/Enamel Plaque	
5	Richmond Barthe	<i>William Nickerson, Jr.</i>	Bronze with marble base	
6	Cleveland Belloughs	<i>Nimba With Crown</i>	Photo offset lithograph	
7	Herbert Bennett	<i>Untitled (Beast and Women)</i>	Linocut	
8	Herbert Bennett	<i>Untitled (Scales of Justice)</i>	Linocut	
9	Herbert Bennett	<i>Untitled (Justice, Women and Beast)</i>	Linocut	
10	Melonee Blocker	<i>Alpha and Omega Shield, aka Symbols, 1975</i>	Oil on canvas	
11	Bobo Tribe	<i>Polychromed Wood Mask</i>	Wood and pigment	
12	E. Branch	<i>Human Bondage II</i>	Woodcut 1/10	
13	Bruce Brice	<i>Mardi Gras Indians</i>	Tempera on paper	
14	Bruce Brice	<i>Mardi Gras, Jazz, Rock and Roll, 1980</i>	Photo offset lithograph	
15	Edgar Brierre	<i>Road to the Sea (Winding Road)</i>	Oil on canvas	
16	Nathan Bustion	<i>Antelope Mask, 1980</i>	Intaglio 8/300	
17	Elizabeth Catlett	<i>El Abrazo (Embrace)</i>	Wood Sculpture	
18	Momodou Cessay	<i>Njabot (Family), 1986</i>	Serigraph 29/450	
19	Momodou Cessay	<i>Women Planting, 1977</i>	Silkscreen	
20	Carlos Cobbs	<i>Kwanzaa Guaride, 1979/1981</i>	Photo offset Lithograph	
21	Carlos Cobbs	<i>Kwanzaa Guaride, 1979/1981</i>	Photo offset Lithograph	
22	Robert Courts	<i>Moslem Musician</i>	Pastel on paper	
23	Dale Davis	<i>Crucifixion</i>	Mixed media assemblage	
24	Dale Davis	<i>Face</i>	Jewelry	
25	Dale Davis	<i>Pyramid</i>	Jewelry	
26	Dale Davis	<i>Red Sun</i>	Jewelry	
27	Dale Davis	<i>Undulate</i>	Jewelry	
28	Dale Davis	<i>Untitled Mexico</i>	Jewelry	
29	Charles Dickson	<i>Story Pole</i>	Wood and mixed media	
30	Charles Dickson	<i>Strange Fruit</i>	Wood with resin	
31	Marion Epting	<i>Mood Landscape/Polynesia</i>	Oil/Collage on canvas	
32	Claude Fiddler	<i>El Centro De Espanol, 1979-1981</i>	Etching 3/79	
33	Fills	<i>Fetish I, 1969</i>	Pastel on velvet	
34	Fills	<i>Fetish II</i>	Pastel on velvet	
35	Alice Gafford	<i>Still Life with Blue Plates</i>	Oil on panel	
36	Buraimoh Gbadamosi	<i>Shrine Figure</i>	Stone	
37	Rose Green	<i>Braids</i>	Wood Sculpture	
38	Mark Greenfield	<i>Trumpet in the Field</i>	Ink on paper	
39	Camille Higgins	<i>Woman in Rollers, aka Woman's Head - Story 1</i>	Conte crayon on paper	
40	Camille Higgins	<i>Generation, aka Woman's Head - Story 2, 1974</i>	Conte Crayon on paper	
41	Varnette Honeywood	<i>Sabbath, 1978</i>	Photo offset lithograph 34/250	
42	Ibo of Nigeria	<i>Two-Faced Headress</i>	Wood, pigment and feathers	
43	Harvey L. Johnson	<i>Harvest Seed, 1972</i>	Lithograph 5/6	
44	Harvey L. Johnson	<i>Untitled (After John Biggers)</i>	Oil on board	

No.	Artist	Title/Description	Medium	Bid Price
45	Arnold Love	<i>For Bill & His Cosmos & Thing, 1967</i>	Sepiatone 1/6	
46	Arnold Love	<i>Two Piece Bone Form</i>	Resin over wire mesh	
47	E. Marshall	<i>Tembo</i>	Silkscreen 7/22	
48	Mende of Sierra Leone	<i>Mende Society Mask</i>	Wood	
49	Willie Middlebrook	<i>Imani</i>	Black and white photograph	
50	Willie Middlebrook	<i>My Father's Funeral</i>	Black and white photograph	
51	Willie Middlebrook	<i>The Child</i>	Black and white photograph	
52	Willie Middlebrook	<i>The Mother</i>	Black and white photograph	
53	Willie Middlebrook	<i>Three Generations</i>	Black and white photograph	
54	Willie Middlebrook	<i>Van Der Zee The Master</i>	Black and white photograph	
55	Clifford Moore	<i>Kitchen Still Life</i>	Oil on canvas	
56	Howard Morehead	<i>Massai Women</i>	Color photograph	
57	Howard Morehead	<i>Rio</i>	Color photograph	
58	John Offutt	<i>Impasse/Sunrise, 1984</i>	Acrylic/Oil on board	
59	Osiro Olatuade	<i>Untitled (Chief Oloruntobo), 1970</i>	Watercolor/pen on paper	
60	Charles Paige	<i>Funeral Painting (Cross)</i>	Watercolor on paper	
61	Charles Paige	<i>Funeral Painting (Pall-bearers)</i>	Watercolor on paper	
62	Charles Paige	<i>Girl in Chair</i>	Lithograph	
63	Charles Paige	<i>Harriet Tubman</i>	Acrylic on Board	
64	Charles Paige	<i>Home Series: Raggedy Ann</i>	Acrylic/Chalk on paper	
65	Charles Paige	<i>Home Series: The Window</i>	Acrylic/Chalk on paper	
66	Charles Paige	<i>Sleeping</i>	Acrylic on Board	
67	William Pajaud	<i>Sun Flowers</i>	Oil on board	
68	William Pajaud	<i>Wild Turkey</i>	Oil on board	
69	Michael Perry	<i>Running, Standing, Walking Woman</i>	Aquatint etching	
70	Ronnie Phillips	<i>All Dressed Up</i>	Color photograph	
71	Ronnie Phillips	<i>Shoe Sole</i>	Sepia Photograph	
72	Jerome Prettyman	<i>Old Folks aka Old Man</i>	Graphite on board	
73	John T. Riddle	<i>Fifteen, 1979</i>	Silkscreen print 14/34	
74	Bobby Sengstacke	<i>Milk of Love</i>	Black and white photograph	
75	Bobby Sengstacke	<i>Soul Eyes</i>	Black and white photograph	
76	Jaschab	<i>Untitled</i>	Enamel on metal plate	
77	Bassett	<i>Untitled</i>	Ceramic plate	
78	Sims, Theodore	<i>Young Man, 1972</i>	Pencil on paper	
79	Skunder, Alexander Boghassian	<i>African Images</i>	Casien on paper	
80	Lee-Smith, Hughie	<i>George A. Beavers Jr.</i>	Oil on canvas	
81	Lee-Smith, Hughie	<i>Norman O. Houston</i>	Oil on canvas	
82	Stewart, Chuck	<i>Billie Holiday, 1955</i>	Black and white photograph	
83	Tann, Curtis	<i>African Mask</i>	Batik	
84	Unknown	<i>Untitled (Figure)</i>	Graphite on paper	
85	Tyrone Whitmore	<i>Untitled (Girl: Blue Background)</i>	Painting	
86	Unknown	<i>Untitled (Green Abstract Metal Statue)</i>	Metal	
87	Edward Price	<i>Untitled (Abstract)</i>	Painting	
88	Unknown	<i>Untitled (Black Form Against White Sky with Orange Sun)</i>	Painting	

Golden State Mutual Life
Art Collection
Prepared: 6/21/2010

No.	Artist	Title/Description	Medium	Bid Price
89	Unknown	<i>Untitled (Abstract)</i>	Painting	
90	Unknown	<i>Untitled</i>	Glazed Wooden Sculpture	
91	Unknown	<i>Untitled Wall Hanging</i>	Woven wool	
92	Unknown (African)	<i>African Market Women</i>	Oil on canvas	
93	Unknown (African)	<i>Cross River Stone</i>	Engraved Stone	
94	Unknown (African)	<i>Female Nigerian Plaque</i>	Print Etched on wood	
95	Unknown	<i>Male Bedpost 1 of 2</i>	Wood Sculpture	
96	Unknown	<i>Untitled (Man with bird)</i>	Wood Sculpture	
97	Unknown (African)	<i>Male Nigerian Plaque</i>	Print Etched on wood	
98	James Van der Zee	<i>Black Jews of Harlem</i>	Sepia Photograph	
99	Ian White	<i>Untitled</i>	Ceramic Sculpture	
100	John Whitmore	<i>Not My Son</i>	Charcoal on paper	
101	Paul R. Williams (Office of)	<i>Golden State Mutual Life Building</i>	Lithograph	
102	Kathleen Wilson	<i>Musicians, 1984</i>	Photo offset lithograph 30/950	
103	Kathleen Wilson	<i>Native Women, 1984</i>	Photo offset lithograph 55/950	
104	Stanley C. Wilson	<i>Ancestral Fragments, 1980</i>	Ceramic and String	
105	Beulah Woodard	<i>Cowrie Shell Mask</i>	Wood, hair and cowrie shells	
106	Beulah Woodard	<i>Dogon Mask</i>	Wood and copper	
107	Richard Wyatt	<i>E.J. Johnson</i>	Oil on canvas	
108	Richard Wyatt	<i>Woman with Roses, 1984</i>	Oil on canvas	
109	Richard Wyatt	<i>The Insurance Man [Study for mural by same name]</i>	Pencil on paper	
110	Al Porter	<i>Desert Mountains</i>	Watercolor on paper	
111	Al Porter	<i>Desert Night</i>	Watercolor on paper	
112	Al Porter	<i>Flowers</i>	Watercolor on paper	
113	Al Porter	<i>Ships</i>	Watercolor on paper	
114	Joe Sims	<i>#7</i>	Oil on canvas	
115	Joe Sims	<i>Portrait Series</i>	Oil on canvas	
116	John Biggers	<i>The Family 1</i>	Photo offset lithograph	
117	John Biggers	<i>The Family 2</i>	Photo offset lithograph	
118	John Biggers	<i>The Family 3</i>	Photo offset lithograph	
119	H. Kofi Shabaz	<i>Queen Lady Day</i>	Lithograph	
120	Cedric Adams	<i>Untitled July 1974 (Hand Signed)</i>	Photo offset lithograph	
121	Cedric Adams	<i>Untitled January 1974 (Hand Signed)</i>	Photo offset lithograph	
122	Charles White	<i>Untitled 1960</i>	Photo offset lithograph	
123	William Pajaud	<i>Martin Luther King, Jr.</i>	Ink on paper napkin	
124	Melonee Blocker	<i>Ensenada August</i>	Mixed media on board	
125	Charles Alston	<i>The Negro in California History: Exploration and Colonization</i>	Oil on canvas	
126	Hale Woodruff	<i>The Negro in California History: Settlement & Development</i>	Oil on canvas	

TOTAL AMOUNT: _____



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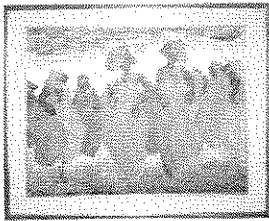
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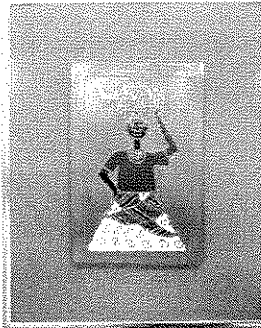
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Item No. 1



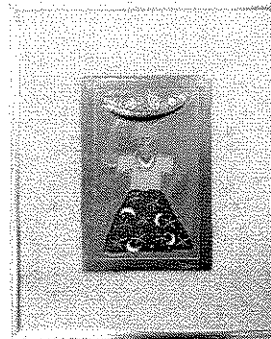
Dancing Women
by Ablade
(Oil on canvas)

Item No. 2



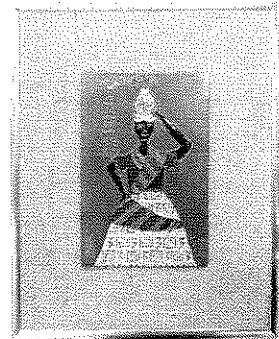
Baiana
by Bakari Santos
(Bronze/Enamel Plaque)

Item No. 3



Baiana II
by Bakari Santos
(Bronze/Enamel Plaque)

Item No. 4



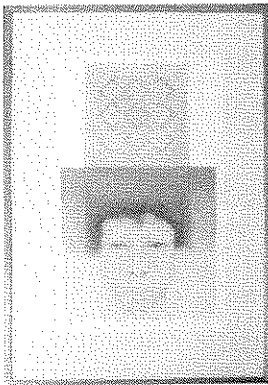
Oxala
by Bakari Santos
(Bronze/Enamel Plaque)

Item No. 5



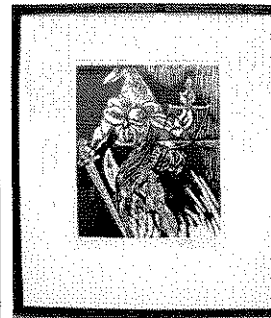
William Nickerson, Jr.
by Richmond Barthe
(Bronze with marble
base)

Item No. 6



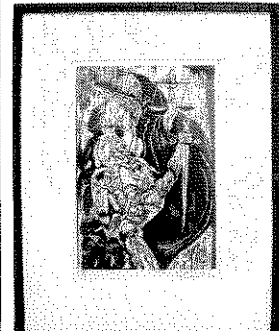
Nimba With Crown
by Cleveland Belloughs
(Photo offset lithograph)

Item No. 7



Untitled (Beast and
Women)
by Herbert Bennett
(Linocut)

Item No. 8



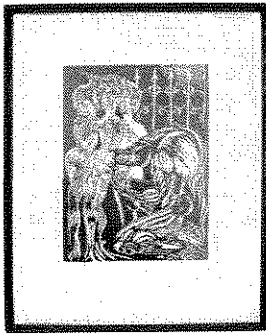
Untitled (Scales of
Justice)
by Herbert Bennett
(Linocut)

Item No. 9

Item No. 10

Item No. 11

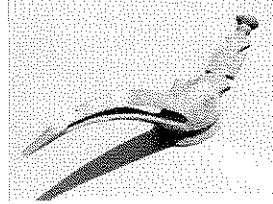
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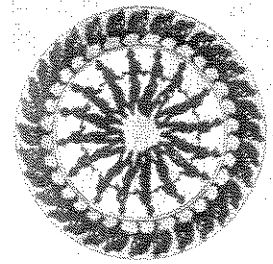
Untitled (Justice, Women
and Beast)
by Herbert Bennett
(Linocut)



Alpha and Omega Shield,
aka Symbols, 1975
by Melonee Blocker
(Oil on canvas)

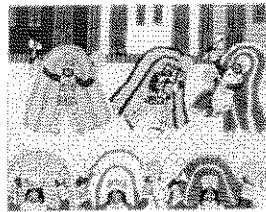


Polychromed Wood Mask
by Bobo Tribe
(Wood and pigment)



Human Bondage II
by E. Branch
(Woodcut 1/10)

Item No. 13



Mardi Gras Indians
by Bruce Brice
(Tempera on paper)

Item No. 14



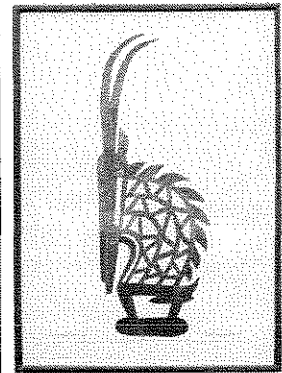
Mardi Gras, Jazz, Rock
and Roll, 1980
by Bruce Brice
(Photo offset lithograph)

Item No. 15



Road to the Sea (Winding
Road)
by Edgar Brierre
(Oil on canvas)

Item No. 16



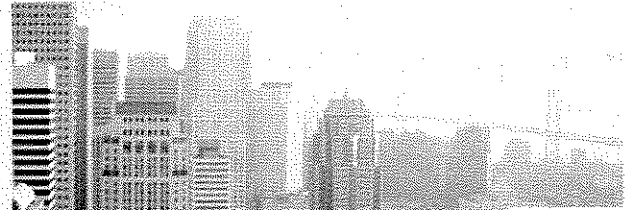
Antelope Mask, 1980
by Nathan Bustion
(Intaglio 8/300)

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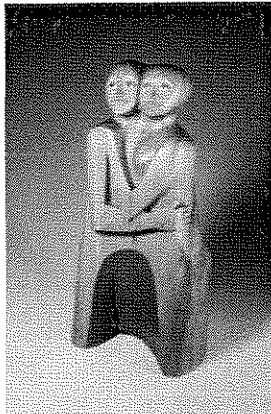
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Item No. 17



El Abrazo (Embrace)
by Elizabeth Catlett
(Wood Sculpture)

Item No. 18



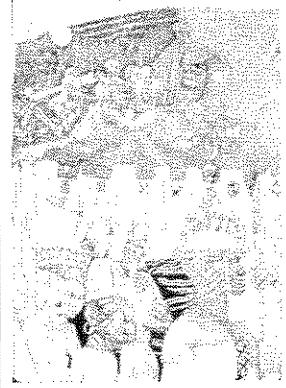
Njabot (Family), 1986
by Momodou Cessay
(Serigraph 29/450)

Item No. 19



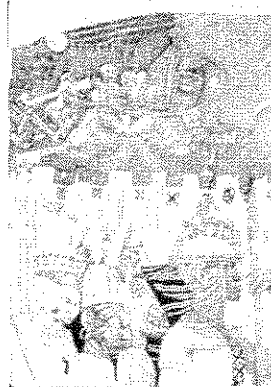
Women Planting, 1977
by Momodou Cessay
(Silkscreen)

Item No. 20



Kwanzaa Guaride,
1979/1981
by Carlos Cobbs
(Photo offset Lithograph)

Item No. 21



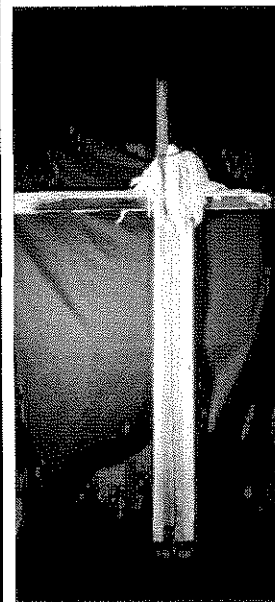
Kwanzaa Guaride,
1979/1981
by Carlos Cobbs
(Photo offset Lithograph)

Item No. 22



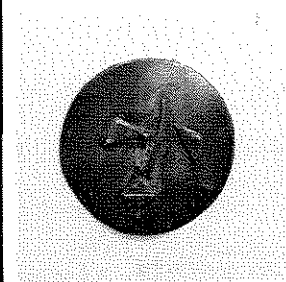
Moslem Musician
by Robert Courts
(Pastel on paper)

Item No. 23



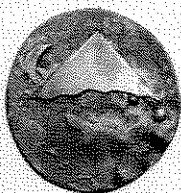
Crucifixion
by Dale Davis
(Mixed media
assemblage)

Item No. 24



Face
by Dale Davis
(Jewelry)

Item No. 25



Pyramid
by Dale Davis
(Jewelry)

Item No. 26



Red Sun
by Dale Davis
(Jewelry)

Item No. 27



Undulate
by Dale Davis
(Jewelry)

Item No. 28



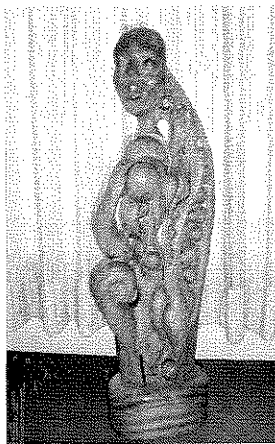
Untitled Mexico
by Dale Davis
(Jewelry)

Item No. 29



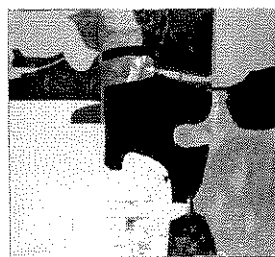
Story Pole
by Charles Dickson
(Wood and mixed media)

Item No. 30



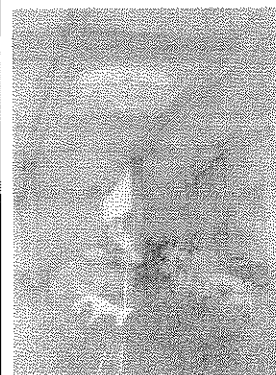
Strange Fruit
by Charles Dickson
(Wood with resin)

Item No. 31



Mood
Landscape/Polynesia
by Marion Epting
(Oil/Collage on canvas)

Item No. 32



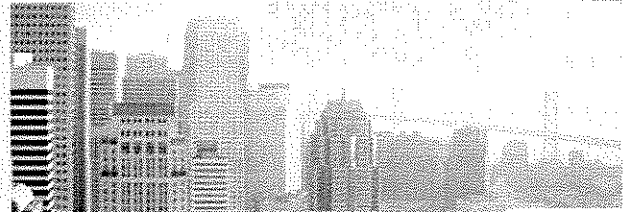
El Centro De Espanol,
1979-1981
by Claude Fiddler
(Etching 3/79)

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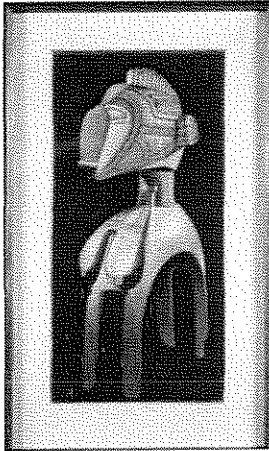
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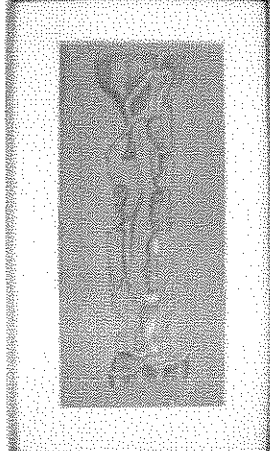
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Item No. 33



Fetish I, 1969
by Fills
(Pastel on velvet)

Item No. 34



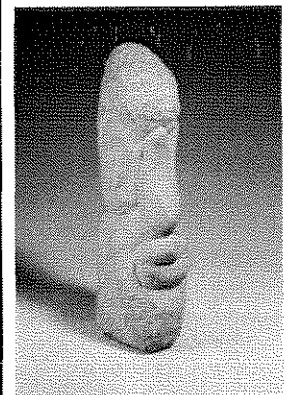
Fetish II
by Fills
(Pastel on velvet)

Item No. 35



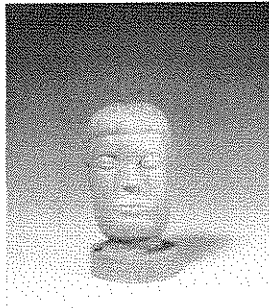
Still Life with Blue Plates
by Alice Gafford
(Oil on panel)

Item No. 36



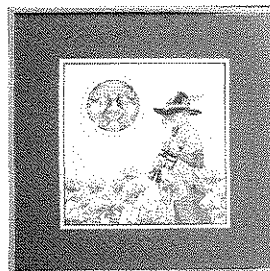
Shrine Figure
by Buraimoh Gbadamosi
(Stone)

Item No. 37



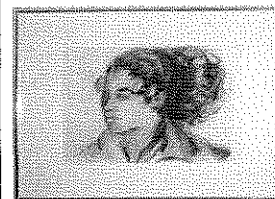
Braids
by Rose Green
(Wood Sculpture)

Item No. 38



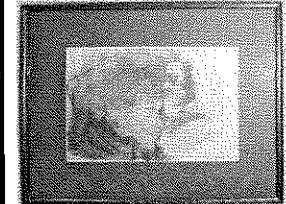
Trumpet in the Field
by Mark Greenfield
(Ink on paper)

Item No. 39



Woman in Rollers, aka
Woman's Head - Story 1
by Camille Higgins
(Conte crayon on paper)

Item No. 40



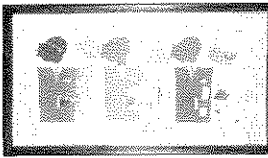
Generation, aka Woman's
Head - Story 2, 1974
by Camille Higgins
(Conte Crayon on paper)

Item No. 41

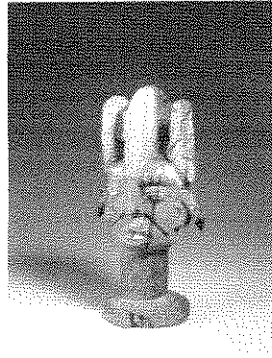
Item No. 42

Item No. 43

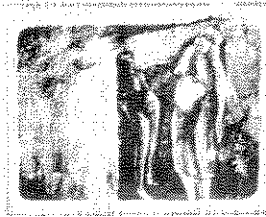
Item No. 44



Sabbath, 1978
by Varnette Honeywood
(Photo offset lithograph
34/250)



Two-Faced Headress
by Ibo of Nigeria
(Wood, pigment and
feathers)

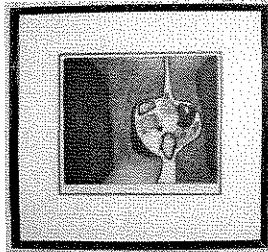


Harvest Seed, 1972
by Harvey Johnson
(Lithograph 5/6)



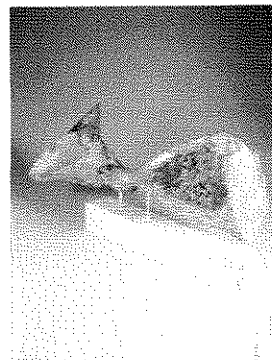
Untitled (After John
Biggers)
by Harvey Johnson
(Oil on board)

Item No. 45



For Bill & His Cosmos &
Thing, 1967
by Arnold Love
(Sepiatone 1/6)

Item No. 46



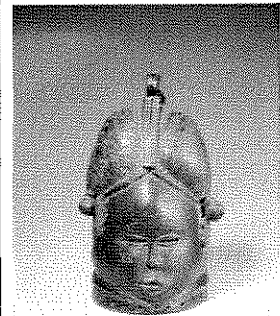
Two Piece Bone Form
by Arnold Love
(Resin over wire mesh)

Item No. 47



Tembo
by E. Marshall
(Silkscreen 7/22)

Item No. 48



Mende Society Mask
by Mende of Sierra Leone
(Wood)

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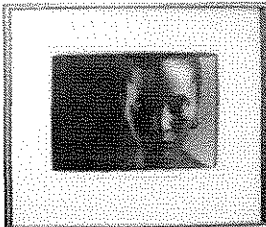
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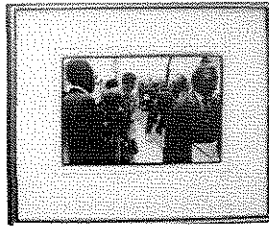
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Item No. 49



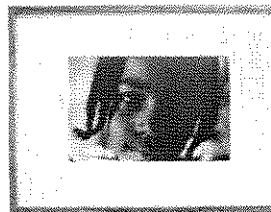
Imani
by Willie Middlebrook
(Black and white
photograph)

Item No. 50



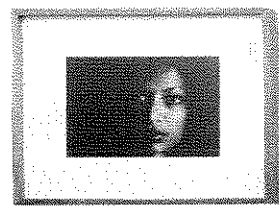
My Father's Funeral
by Willie Middlebrook
(Black and white
photograph)

Item No. 51



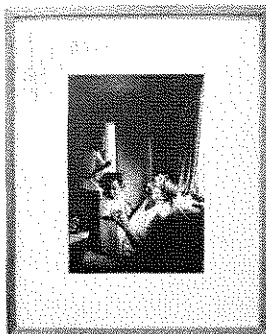
The Child
by Willie Middlebrook
(Black and white
photograph)

Item No. 52



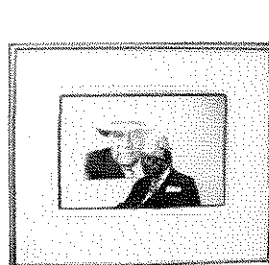
The Mother
by Willie Middlebrook
(Black and white
photograph)

Item No. 53



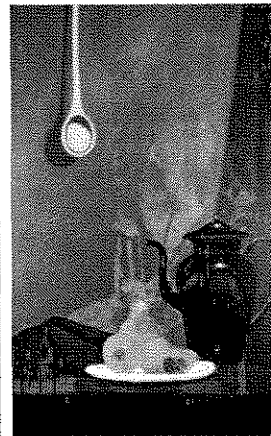
Three Generations
by Willie Middlebrook
(Black and white
photograph)

Item No. 54



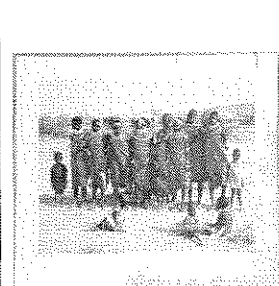
Van Der Zee The Master
by Willie Middlebrook
(Black and white
photograph)

Item No. 55



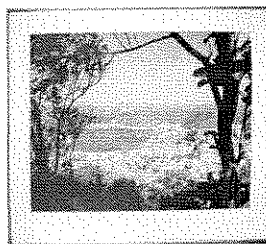
Kitchen Still Life
by Clifford Moore
(Oil on canvas)

Item No. 56



Massai Women
by Howard Morehead
(Color photograph)

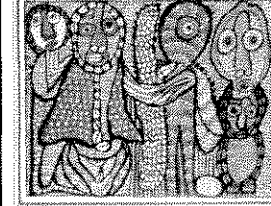
Item No. 57



Item No. 58




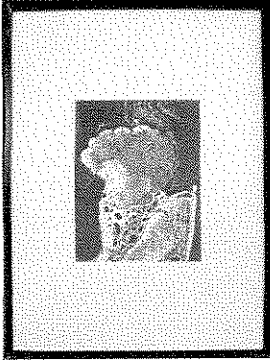
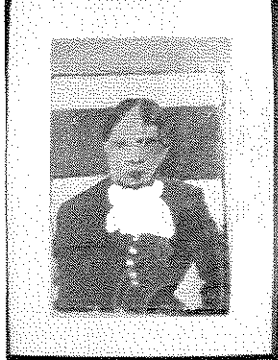

Item No. 59



Untitled (Chief
Oloruntobo), 1970

Item No. 60



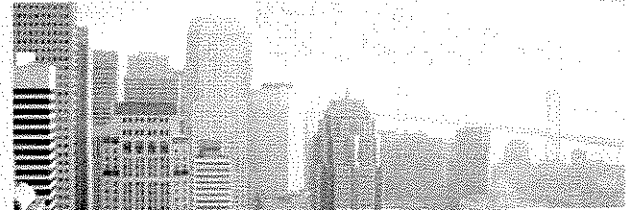
Rio by Howard Morehead (Color photograph)	Impasse/Sunrise, 1984 by John Offutt (Acrylic/Oil on board)	by Osiro Olatuude (Watercolor/pen on paper)	Funeral Painting (Cross) by Charles Paige (Watercolor on paper)
Item No. 61	Item No. 62	Item No. 63	Item No. 64
			
Funeral Painting (Pall- bearers) by Charles Paige (Watercolor on paper)	Girl in Chair by Charles Paige (Lithograph)	Harriet Tubman by Charles Paige (Acrylic on Board)	Home Series: Raggedy Ann by Charles Paige (Acrylic/Chalk on paper)

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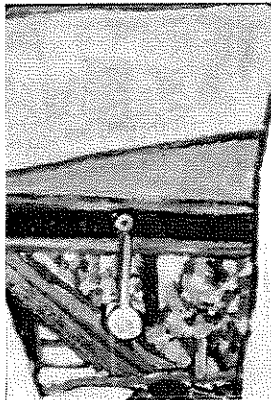
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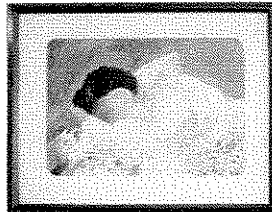
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Item No. 65



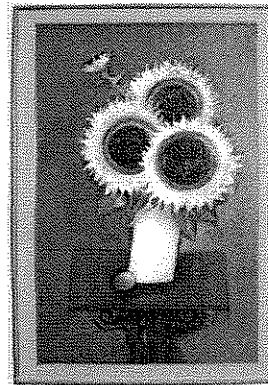
Home Series: The Window
by Charles Paige
(Acrylic/Chalk on paper)

Item No. 66



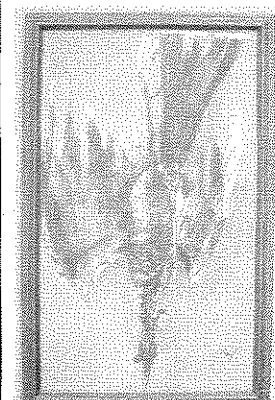
Sleeping
by Charles Paige
(Acrylic on Board)

Item No. 67



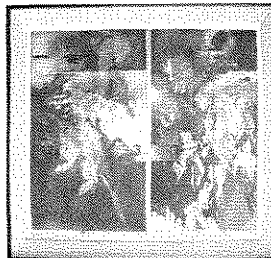
Sun Flowers
by William Pajaud
(Oil on board)

Item No. 68



Wild Turkey
by William Pajaud
(Oil on board)

Item No. 69



Running, Standing,
Walking Woman
by Michael Perry
(Aquatint etching)

Item No. 70



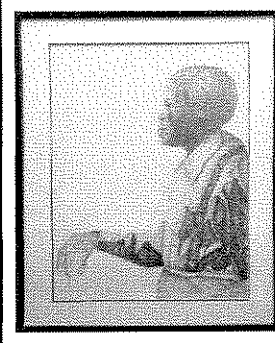
All Dressed Up
by Ronnie Phillips
(Color photograph)

Item No. 71



Shoe Sole
by Ronnie Phillips
(Sepia Photograph)

Item No. 72



Old Folks aka Old Man
by Jerome Prettyman
(Graphite on board)

Item No. 73



Item No. 74

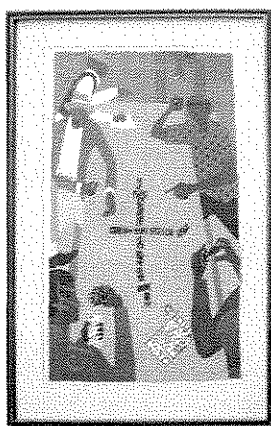


Item No. 75



Item No. 76





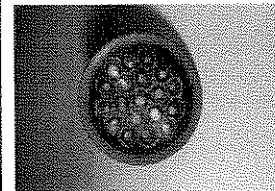
Fifteen, 1979
by John T. Riddle
(Silkscreen print 14/34)



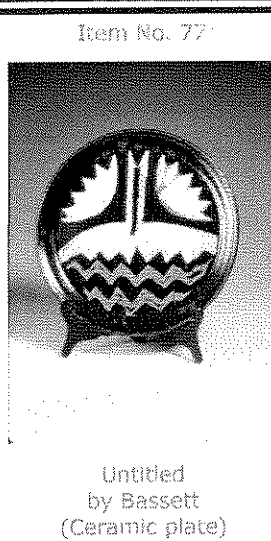
Milk of Love
by Bobby Sengstacke
(Black and white
photograph)



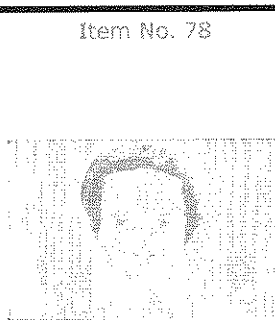
Soul Eyes
by Bobby Sengstacke
(Black and white
photograph)



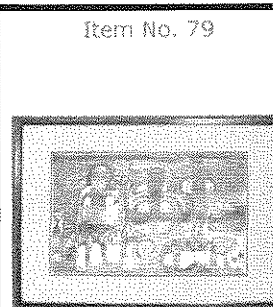
Untitled
by Jaschab
(Enamel on metal plate)



Untitled
by Bassett
(Ceramic plate)



Young Man, 1972
by Theodore Sims
(Pencil on paper)



African Images
by Alexander Boghassian
Skunder
(Casien on paper)



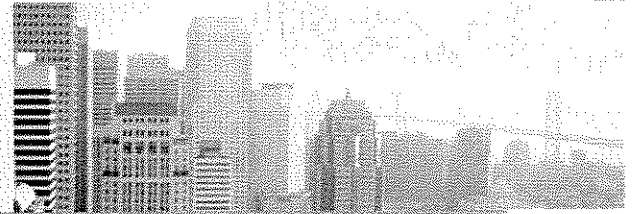
George A. Beavers Jr.
by Hughie Lee-Smith
(Oil on canvas)

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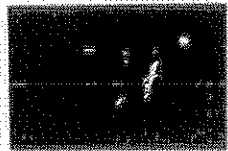
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Item No. 81



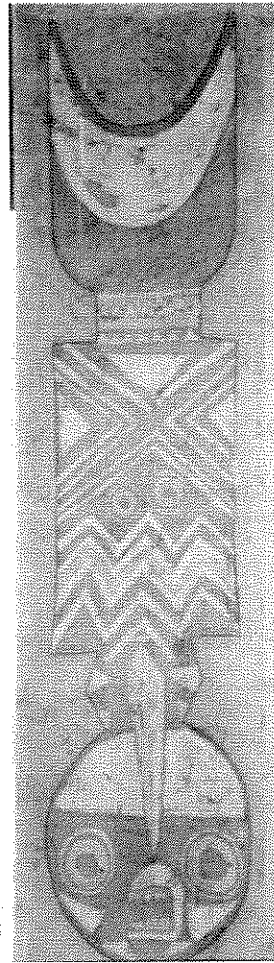
Norman O. Houston
by Hughie Lee-Smith
(Oil on canvas)

Item No. 82



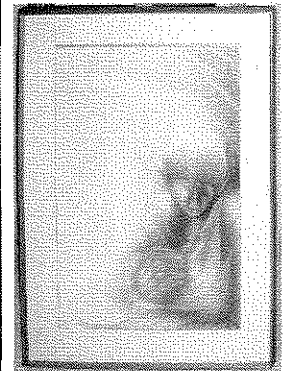
Billie Holiday, 1955
by Chuck Stewart
(Black and white
photograph)

Item No. 83



African Mask
by Curtis Tann
(Batik)

Item No. 84



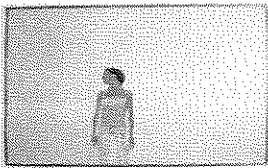
Untitled (Figure)
by Harvey Johnson
(Graphite on paper)

Item No. 85

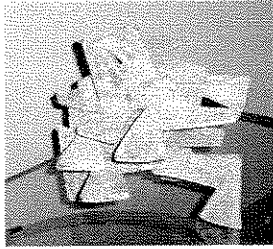
Item No. 86

Item No. 87

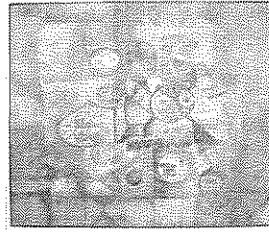
Item No. 88



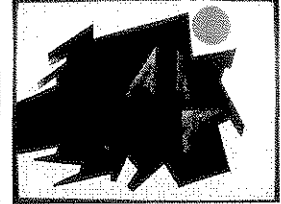
Untitled (Girl: Blue Background)
by Tyrone Whitmore
(Painting)



Untitled (Green Abstract Metal Statue)
by Unknown
(Metal)



Untitled (Abstract)
by Edward Pryce
(Painting)



Untitled (Black Form Against White Sky with Orange Sun)
by Unknown
(Painting)

Item No. 89



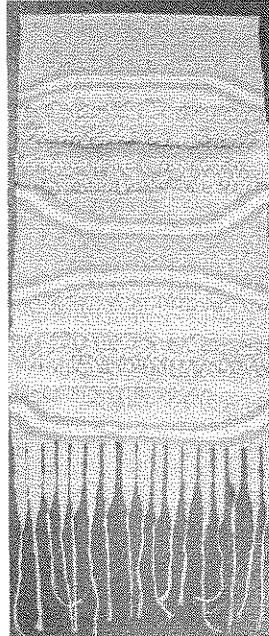
Untitled (Abstract)
by Unknown
(Painting)

Item No. 90



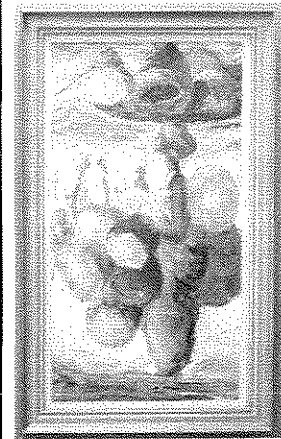
Untitled
by Unknown
(Glazed Wooden Sculpture)

Item No. 91



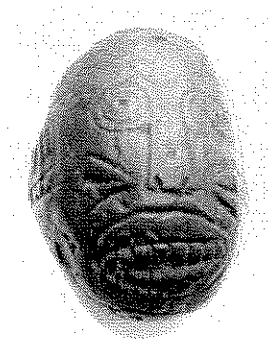
Untitled Wall Hanging
by Unknown
(Woven wool)

Item No. 92



African Market Women
by Unknown (African)
(Oil on canvas)

Item No. 93

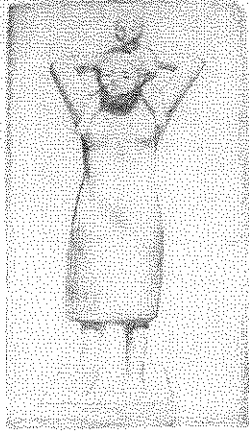


Item No. 94

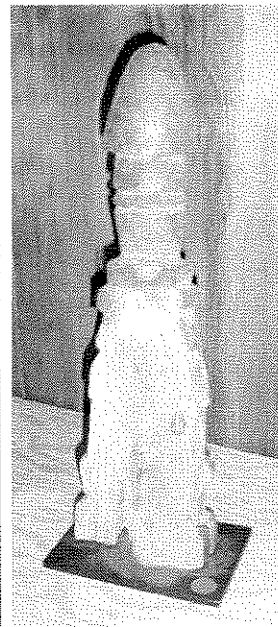
Item No. 95

Item No. 96

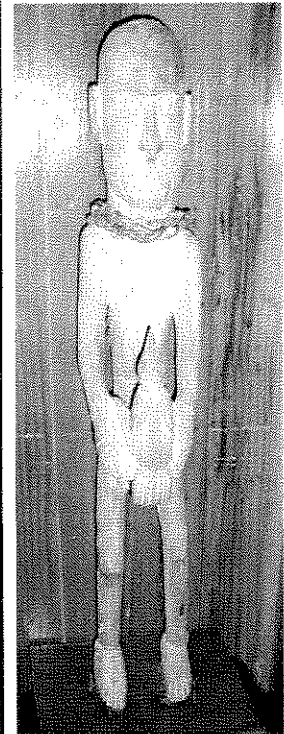
Cross River Stone
by Unknown (African)
(Engraved Stone)



Female Nigerian Plaque
by Unknown (African)
(Print Etched on wood)



Male Bedpost 1 of 2
by Unknown
(Wood Sculpture)



Untitled (Man with bird)
by Unknown
(Wood Sculpture)

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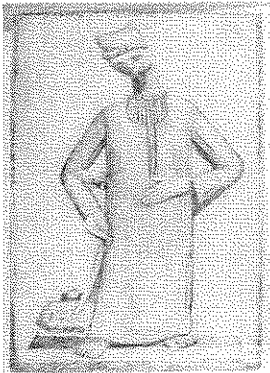
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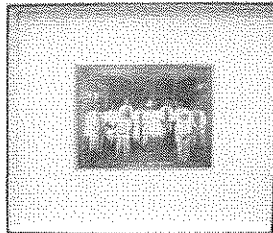
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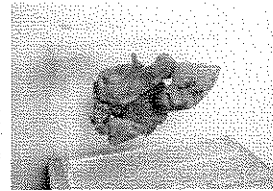
Male Nigerian Plaque
by Unknown (African)
(Print Etched on wood)

Item No. 98



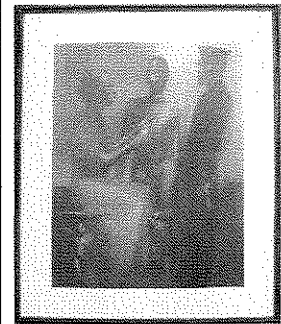
Black Jews of Harlem
by James Van der Zee
(Sepia Photograph)

Item No. 99



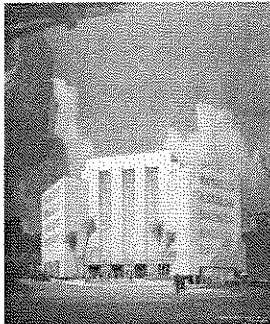
Untitled
by Ian White
(Ceramic Sculpture)

Item No. 100



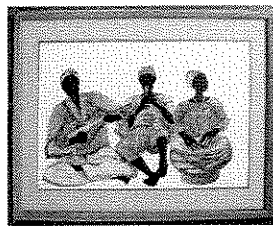
Not My Son
by John Whitmore
(Charcoal on paper)

Item No. 101



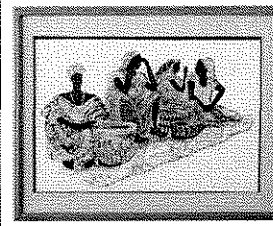
Golden State Mutual Life
Building
by Paul R. Williams
(Office of)
(Lithograph)

Item No. 102



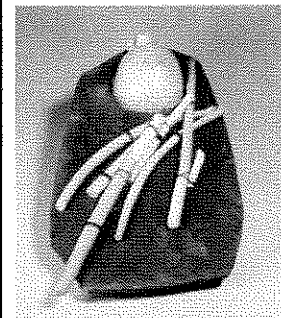
Musicians, 1984
by Kathleen Wilson
(Photo offset lithograph
30/950)

Item No. 103



Native Women, 1984
by Kathleen Wilson
(Photo offset lithograph
55/950)

Item No. 104



Ancestral Fragments,
1980
by Stanley C. Wilson
(Ceramic and String)

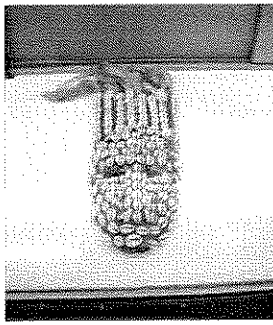
Item No. 105

Item No. 106

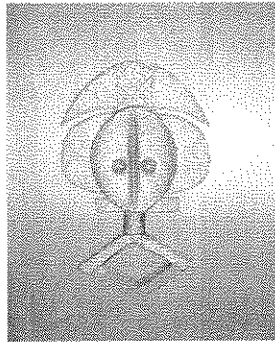
Item No. 107

Item No. 108





Cowrie Shell Mask
by Beulah Woodard
(Wood, hair and cowrie
shells)



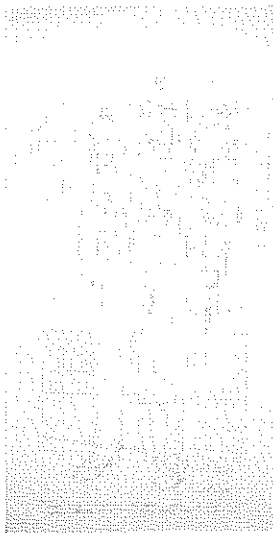
Dogon Mask
by Beulah Woodard
(Wood and copper)



E.J. Johnson
by Richard Wyatt
(Oil on canvas)

Woman with Roses, 1984
by Richard Wyatt
(Oil on canvas)

Item No. 109



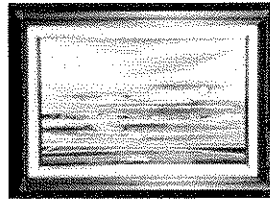
The Insurance Man
[Study for mural by same
name]
by Richard Wyatt
(Pencil on paper)

Item No. 110



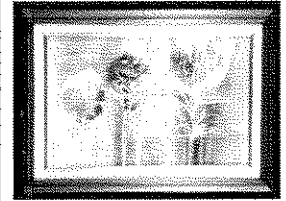
Desert Mountains
by Al Porter
(Watercolor on paper)

Item No. 111



Desert Night
by Al Porter
(Watercolor on paper)

Item No. 112



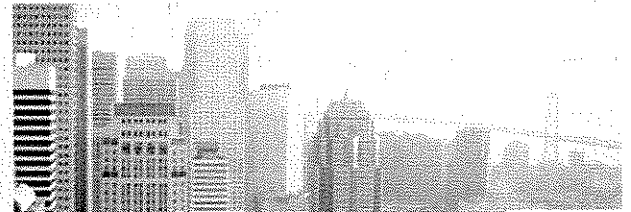
Flowers
by Al Porter
(Watercolor on paper)

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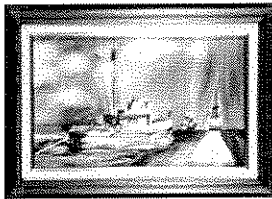
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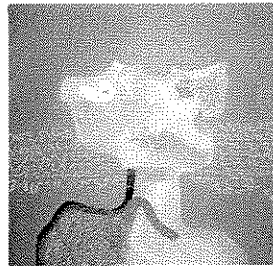
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Item No. 113



Ships
by Al Porter
(Watercolor on paper)

Item No. 114



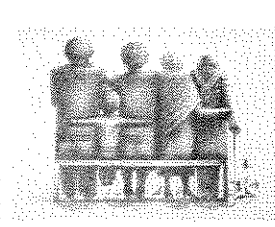
#7
by Joe Sims
(Oil on canvas)

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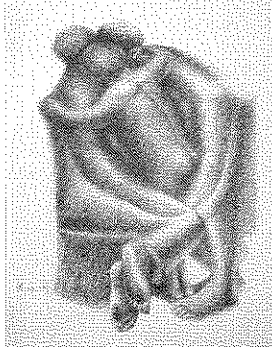
Portrait Series
by Joe Sims
(Oil on canvas)

Item No. 116



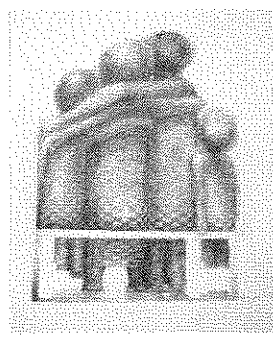
The Family 1
by John Biggers
(Photo offset lithograph)

Item No. 117



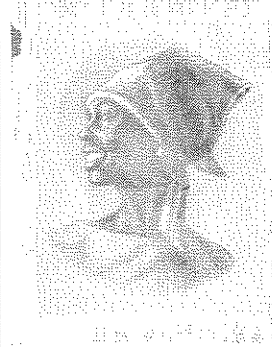
The Family 2
by John Biggers
(Photo offset lithograph)

Item No. 118



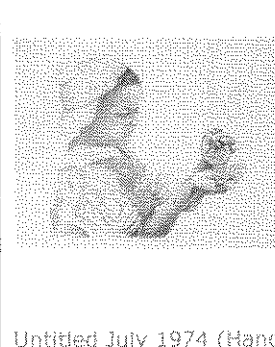
The Family 3
by John Biggers
(Photo offset lithograph)

Item No. 119



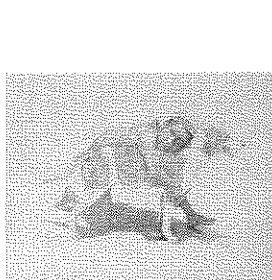
Queen Lady Day
by H. Kofi Shabaz
(Lithograph)

Item No. 120



Untitled July 1974 (Hand
Signed)
by Cedric Adams
(Photo offset lithograph)

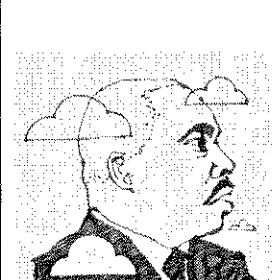
Item No. 121



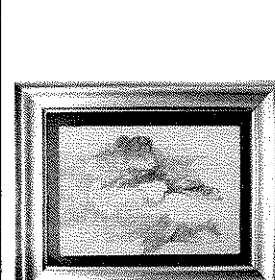
Item No. 122



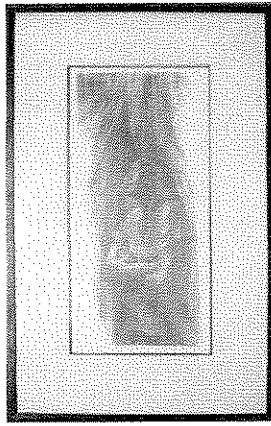
Item No. 123



Item No. 124



Untitled January 1974
(Hand Signed)
by Cedric Adams
(Photo offset lithograph)



Untitled 1960
by Charles White
(Photo offset lithograph)

Martin Luther King, Jr.
by William Pajaud
(Ink on paper napkin)

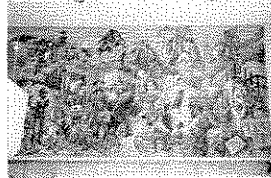
Ensenada August
by Melonee Blocker
(Mixed media on board)

Item No. 125



The Negro in California
History: Exploration and
Colonization
by Charles Alston
(Oil on canvas)

Item No. 126



The Negro in California
History: Settlement &
Development
by Hale Woodruff
(Oil on canvas)

[Previous](#) [1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#)

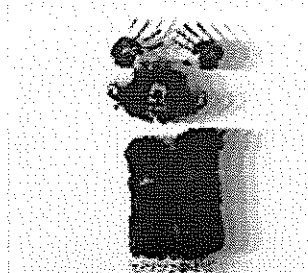
EXHIBIT 8

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**Title: THE GOLDEN STATE MUTUAL
LIFE INSURANCE COMPANY
AFRICAN-AMERICAN ART
COLLECTION**

Date: October 4, 2007
Time: 2:00 PM
Exhibition: Saturday, September 29, 10-4
Monday, October 1, 10-6
Tuesday, October 2, 10-8
Wednesday, October 3, 10-6
Thursday, October 4, 10-noon
Contact Person: Nigel Freeman
nfreeman@swanngalleries.com

[View Online Catalogue](#)



On Thursday, October 4, Swann Galleries auctioned 94 works of art from the African-American Art Collection of the Golden State Mutual Life Insurance Company, one of the oldest African-American owned insurance companies in the United States. This was the second auction organized by Swann's newly formed African-American Fine Art Department, and it brought more than \$1.54 million.

Nigel Freeman, Director of the Department said, "There was enormous interest in all the works from this historic collection. The strong results demonstrate the tremendous growth in appreciation of these artists, from important masters to artists whose works were offered at auction for the first time."

A whopping 31 artist records were set for works by famous and lesser-known artists—23 of those were for artists whose work had never appeared at auction before.



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Insurance firm's art fetches \$1.5 million

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October 06, 2007 | Chris Pasles | Times Staff Writer

A controversial auction of art owned by Golden State Mutual Life Insurance Co. in South Los Angeles set record prices at Swann Auction Galleries in New York, according to Nigel Freeman, head of Swann's African American art department.

The auction Thursday had infuriated local art historians who wanted the collection to remain in Southern California. Samelia Lewis, an art historian and founder of the Museum of African American Art in Los Angeles, called it "one of the finest collections in the West in terms of African American culture and art." Lewis, 81, told The Times, "It's going to be a great loss to California if it leaves, because we need that information."

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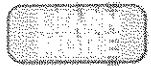
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Of the 94 paintings, sculptures, prints and drawings on offer, 88 were sold for a total of \$1,541,470, Freeman said Friday.

Charles White's 1965 ink drawing "General Moses (Harriet Tubman)" -- estimated to fetch \$200,000 to \$250,000 -- sold for \$360,000, "a major record for a Charles White," Freeman said.

Hughie Lee-Smith's "Slum Song," a 1944 oil painting estimated to bring \$30,000 to \$50,000, sold for \$216,000. "That was definitely the one thing that was the surprise of the sale," Freeman said. "The previous record auction for one of his works was about \$40,000.

"Many of the California artists from the collection who were coming to auction for the first time did very well too," he added.

That list included John Biggers, whose "Market Women, Ghana," an oil from about 1960, set an artist's record of \$96,000.

Freeman said that he could not reveal the names of any buyers but that they ranged "from major institutions and museums, major collectors and dealers, to first-time buyers across the U.S. It was a great mix. That's reflected in the prices."

chris.pasles@latimes.com

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Selling the dream

October 3, 2007

Historians angered by auction of black art

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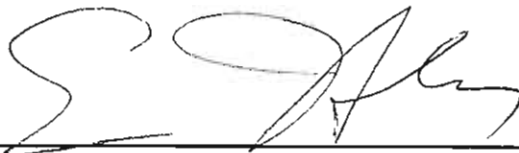
Auctions

Art

EXHIBIT 9

**Appraisal Report Prepared for
Golden State Mutual Insurance Company**

**By Eric Hanks
July 28, 2010**

A handwritten signature in black ink, appearing to read 'Eric Hanks', positioned above a horizontal line.

Eric Hanks, Certified Member, Appraiser's Association of America

TABLE OF CONTENTS

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I. Title

Appraisal report for Golden State Mutual Insurance Company to estimate replacement value. Effective date is July 28, 2010. Appraiser: Eric Hanks.

II. Purpose

The purpose of this report is to estimate replacement value of the artwork listed in the Summary of Values on page 3. On Monday, June 14, 2010, Wednesday, June 16, 2010, and, Friday, July 23, 2010, I visited Golden State Mutual Insurance Company, 1999 West Adams Boulevard, Los Angeles, CA 90018, so that I could examine the artwork that is the subject of this appraisal.

III. Function

The function of this report is to provide values so the artwork being appraised can possibly be sold at auction and for the edification of the owners. There is no other use.

IV. Definition of Value

Fair Market Value is defined as "the price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts."

V. Approach to Value

The approach to valuation used in this report is the market comparison approach. The cost and income/revenue approaches are not relevant to this appraisal.

The market comparison approach considers comparable sales of similar items in the same geographic area. However, sometimes it is necessary to go beyond the local area to national, or even international areas to seek the appropriate market where transactions involving similar items are occurring with frequency. The appraiser is obligated to find the most relevant and appropriate marketplace.

VI. Limiting Conditions

I have no present interest in the items being appraised. My fee is not related to the appraised value. This report does not guarantee that the estimated value of the item appraised will equal the proceeds from a sale of the item. This document consists of forty-four (44) pages and must be used in its entirety for its conclusions to be considered valid. I didn't examine any framed artwork outside of its frame. In addition, the expert examining the artwork from Africa didn't look at them in person but instead only viewed photographs of them.

VII. Liabilities

The submission of this report completes the duties of the assignment and it does not require any further testimony without previous arrangement.

This report is unbiased and is based on my background, experiences, research and consultations with other professionals. I am not liable for the sources cited in this report. I am also not liable for questions of ownership or title.

VIII. Summary of Values

	Artist	Title	Appraised Value
1.	Ablade	Dancing Women	\$450
2.	Adams, Cedric	Untitled	75
3.	Adams, Cedric	untitled	75
4.	Alston, Charles	The Negro in California History– Exploration and Colonization	2,500,000
5.	Barthé, Richmond	William Nickerson, Jr.	65,000
6.	Bassett	Forms	100
7.	Belloughs, Cleveland	Nimba with Crown	350
8.	Bennett, Herbert	Untitled (Beast and Women)	450
9.	Bennett, Herbert	Untitled (Justice, Women and Beast)	450
10.	Bennett, Herbert	Untitled (Scales of Justice)	450
11.	Biggers, John	The Family 1	50
12.	Biggers, John	The Family 2	50
13.	Biggers, John	The Family 3	50
14.	Blocker, Melonee	Alpha and Omega Shield (aka Symbols	1,100
15.	Blocker, Melonee	Ensenada August	550
16.	Bobo Tribe	Polychromed wood mask	1,000
17.	Bordeu	untitled	250
18.	Branch, E.	Human Bondage II	600
19.	Brice, Bruce	Mardi Gras Indians	450
20.	Brice, Bruce	Mardi Gras, Jazz, Rock and Roll	20
21.	Brierre, Edgar	Road to the Sea (Winding Road)	850
22.	Bustion, Nathaniel	Antelope Mask	650
23.	Catlett, Elizabeth	El Abrazo (The Embrace)	95,000
24.	Cessay, Momodou	Njabot (Family)	550
25.	Cessay, Momodou	Women Planting	550
26.	Cobbs, Carlos	Kwanzaa Guaride	65
27.	Cobbs, Carlos	Kwanzaa Guaride	65
28.	Courts, Robert	Moslem Musician	550
29.	Davis, Dale	Crucifixion	18,000
30.	Davis, Dale	Face	100
31.	Davis, Dale	Pyramid	100
32.	Davis, Dale	Red Sun	125
33.	Davis, Dale	Undulate	150
34.	Davis, Dale	Untitled (Mexico)	100
35.	Dickson, Charles	Story Pole	4,500
36.	Dickson, Charles	Strange Fruit	2,500
37.	Epting, Marion	Mood Landscape/ Polynesia	350
38.	Fiddler, Claude	El Centro de Espanol	450
39.	Fills	Fetish I	150
40.	Fills	Fetish II	150

41.	Gafford, Alice	Still Life with Blue Plates	850
42.	Gbadamosi, Buraimoh	Shrine Figure	800
43.	Goins	Family Group Illustration	250
44.	Green, Rose	Braids	950
45.	Greenfield, Mark Steven	Trumpet in the Field	1,200
46.	Higgins, Camille	Woman in Rollers	750
47.	Higgins, Camille	Generation	750
48.	Honeywood, Varnette	Sabbath	20
49.	Ibo of Nigeria	Two Faced Headdress	3,500
50.	Jaschab	Forms	100
51.	Johnson, Harvey L.	Harvest Seed	350
52.	Johnson, Harvey L.	Untitled	1,100
53.	Johnson, Harvey L.	Untitled (Figure)	550
54.	Lee-Smith, Hughie	George A. Beavers, Jr.	15,000
55.	Lee-Smith, Hughie	Norman O. Houston	15,000
56.	Love, Edward Arnold	For Bill and His Cosmos and Thing	450
57.	Love, Edward Arnold	Two Piece Bone Form	600
58.	Marshall, E.	Tembo	500
59.	Mende of Sierra Leone	Mende Society Mask	1,900
60.	Middlebrook, Willie	Imani	350
61.	Middlebrook, Willie	My Father's Funeral	350
62.	Middlebrook, Willie	The Child	350
63.	Middlebrook, Willie	The Mother	350
64.	Middlebrook, Willie	Three Generations	350
65.	Middlebrook, Willie	Van Der Zee the Master	450
66.	Moore, Clifford	Kitchen Still Life	700
67.	Morehead, Howard	Massai Women	700
68.	Morehead, Howard	Rio	300
69.	Offutt, John	Impasse/Sunrise	1,100
70.	Olatuude, Osiro	Untitled (Chief Olorunto)	950
71.	Paige, Charles	Funeral Painting (Cross)	500
72.	Paige, Charles	Funeral Painting (Pallbearers)	500
73.	Paige, Charles	Girl in Chair	350
74.	Paige, Charles	Harriet Tubman	850
75.	Paige, Charles	Home Series: Raggedy Ann	750
76.	Paige, Charles	Home Series: The Window	750
77.	Paige, Charles	Sleeping	750
78.	Pajaud, William	Martin Luther King	450
79.	Pajaud, William	Sunflowers	9,000
80.	Pajaud, William	Wild Turkey	7,000
81.	Perry, Michael	Running, Standing, Walking Woman	450
82.	Phillips, Ronnie	All Dressed Up	275
83.	Phillips, Ronnie	Shoe Salesman	275

84.	Porter, Al	Desert Mountains	850
85.	Porter, Al	Desert Night	850
86.	Porter, Al	Flowers	850
87.	Porter, Al	Ships	850
88.	Prettyman, Jerome	Old Folks	1,200
89.	Pryce, Edward	Untitled (Abstract)	400
90.	Riddle, John	Fifteen	1,500
91.	Santos, Bakari	Baiana	750
92.	Santos, Bakari	Baiana II	750
93.	Santos, Bakari	Oxala	750
94.	Sengstacke, Bobby	Milk of Love	150
95.	Sengstacke, Bobby	Soul Eyes	150
96.	Sims, Joe	#7	950
97.	Sims, Joe	Portrait Series	950
98.	Sims, Theodore	Young Man	750
99.	Shabaz, H. Kofi	Queen Lady Day	125
100.	Skunder, Alexander Boghassian	African Images	2,500
101.	Stewart, Chuck	Billie Holiday, 1955	800
102.	Tann, Curtis	African Mask	225
103.	unknown	African Market Women	600
104.	unknown	untitled (abstract)	250
105.	unknown	untitled (black form against white sky with orange sun)	350
106.	unknown	untitled (Cross River Stone)	2,500
107.	unknown	untitled (female Nigerian plaque)	150
108.	unknown	untitled (Glazed wooden sculpture)	125
109.	unknown	untitled (green abstract metal statue)	185
110.	unknown	untitled (male bedpost)	800
111.	unknown	untitled (male Nigerian plaque)	150
112.	unknown	untitled (wall hanging)	75
113.	unknown	untitled (wooden sculpture)	3,000
114.	Van der Zee, James	Black Jews of Harlem	3,500
115.	White, Charles	Nocturne	25
116.	White, Ian	untitled	1,200
117.	Whitmore, John	Not My Son	1,800
118.	Whitmore, Tyrone	Untitled (Girl: Blue Background)	550
119.	Williams, Paul R. (Office of)	Golden State Mutual Life Building	125
120.	Wilson, Kathleen	Musicians	50
121.	Wilson, Kathleen	Native Women	75
122.	Wilson, Stanley C.	Ancestral Fragments	950
123.	Woodard, Beulah	Cowrie Shell Mask	3,000

124.	Woodard, Beulah	Dogon Mask	3,500
125.	Woodruff, Hale	The Negro in California History-- Settlement and Development	2,500,000
126.	Wyatt, Richard	E. J. Johnson	6,000
127.	Wyatt, Richard	The Insurance Man (Study for mural by the same name)	3,000
128.	Wyatt, Richard	Woman with Roses	5,000

	Total		\$5,321,255

IX. Description

1. Artist: Ablade
Title: Dancing Women
Medium: oil on canvas
Dimensions: 24" x 32" (image)
Year: c. 1970s
Condition: Good
Subject Matter: Several African women wearing traditional clothing are dancing.
Notes: Not signed.
Value: \$450

2. Artist: Adams, Cedric
Title: untitled
Medium: photo offset lithograph
Edition: 1000
Dimensions: 9 5/8" x 10 1/2" (image)
Year: 1974
Condition: Good
Subject Matter: A small boy with something in his hand.
Notes: Signed "Cedric Adams" in the original lower right; signed "Cedric Adams" and numbered "27/1000" lower right; dated July 16, 1974 lower left.
Value: \$75

3. Artist: Adams, Cedric
Title: untitled
Medium: photo offset lithograph
Edition: 1000
Dimensions: 7" x 10 3/4" (image)
Year: 1974
Condition: Good
Subject Matter: A small boy hugs a dog.
Notes: Signed "Cedric Adams" in the original lower right; dated "January 22, 1974" in the original lower left; signed "Cedric Adams" and numbered "25/1000" lower right.
Value: \$75

4. Artist: Alston, Charles
Title: The Negro in California History—Exploration and Colonization
Medium: oil on canvas (mural)
Dimensions: 16' 5" x 9' 3 1/4"

- Year: 1949
Condition: Good. Some yellowing of the varnish. Needs cleaning.
Subject matter: African Americans who played a key role in the development and progress of California, from approximately 1527 to 1850, are depicted in this mural.
Notes: Signed ("Alston") and dated ("1949") lower right. This mural is detachable from the wall. In fact, according to Gylbert Garvin Coker in an exhibition catalogue titled *Charles Alston: Artist and Teacher*, the mural was created in a studio on 158th and Broadway, New York City. A photograph in that catalogue shows Alston and Hale Woodruff painting their respective large canvases in the studio.
Value: \$2,500,000
5. Artist: Barthé, Richmond
Title: William Nickerson, Jr.
Medium: bronze on marble base
Edition: 1
Artist's Proofs: none
Dimensions: 23 1/4" x 22" x 9 3/4" (excluding the base)
5" x 9" x 8" (base)
Year: 1948
Condition: Good. There is no matting, however. It needs either a mat or spacers to prevent the artwork from touching the glass.
Subject matter: A bust of William Nickerson, Jr., founder of Golden State Mutual Insurance Company.
Notes: Signed ("Barthé") on the lower right side (as one faces the bust). A plaque on the front of the base reads as follows. "William Nickerson, Jr.; Founder and First President; A Life of Service to Others; 1879-1945; Memorial by Employes and Field Representatives." The bust and base rest on a marble pedestal that is 36" x 20" x 16 1/2".
Value: This is the only casting. The whereabouts of the mold is unknown.
\$65,000
6. Artist: Bassett
Title: Forms
Medium: enamel on ceramic plate
Dimensions: 14 5/8" in diameter
Year: 1979
Condition: Good

- | | | |
|--|-----------------|--|
| | Subject Matter: | An abstraction. |
| | Notes: | Signed "Bassett" and dated "79" verso. |
| | Value: | \$100 |
-
7.

Artist:	Belloughs, Cleveland
Title:	Nimba with Crown
Medium:	lithograph
Edition:	500
Dimensions:	17" x 10 1/4" (image)
Year:	1975
Condition:	Good
Subject Matter:	A head only portrait of a woman.
Notes:	Signed "Cleveland Belloughs" and dated "75" lower right; titled and numbered "12/500" lower left; all in the margin.
Value:	\$350

 8.

Artist:	Bennett, Herbert
Title:	untitled (Beast and Women)
Medium:	linocut
Edition:	unknown
Dimensions:	12" x 9" (image)
Year:	1966
Condition:	Good
Subject Matter:	Three women and a beast.
Notes:	Signed "H. Bennett" and dated "66" lower right; inscribed "#1" lower left; all in the margin.
	This piece was offered for sale at the Swann Galleries auction, October 4, 2007 but failed to sell. The estimate is listed as \$1,000 to \$1,500.
Value:	\$450

 9.

Artist:	Bennett, Herbert
Title:	untitled (Justice, Women, and Beast)
Medium:	linocut
Edition:	unknown
Dimensions:	10" x 8" (image)
Year:	1966
Condition:	Good
Subject Matter:	Justice as symbolized by a woman, women and a beast.
Notes:	Signed "H. Bennett" and dated "66" lower right; inscribed "#1" lower left; all in the margin.

- This piece was offered for sale at the Swann Galleries auction, October 4, 2007 but failed to sell. The estimate is listed as \$1,000 to \$1,500.
- Value: \$450
10. Artist: Bennett, Herbert
 Title: untitled (Scales of Justice)
 Medium: linocut
 Edition: unknown
 Dimensions: 12" x 8" (image)
 Year: 1966
 Condition: Good
 Subject Matter: Justice as symbolized as a woman holds a sword and is next to scales.
 Notes: Signed "H. Bennett" and dated "66" lower right; inscribed "#1" lower left; all in the margin.
- This piece was offered for sale at the Swann Galleries auction, October 4, 2007 but failed to sell. The estimate is listed as \$1,000 to \$1,500.
- Value: \$450
11. Artist: Biggers, John
 Title: The Family 1
 Medium: photo offset lithograph
 Dimensions: 15 1/4" x 17" (image)
 Year: 1974
 Condition: Good
 Subject matter: A family of five with their backs to the viewer.
 Notes: Signed "Biggers" and dated "9-74" lower left in the original. This is a part of a portfolio apparently put together especially for Golden State Mutual Insurance Company.
- Value: \$50
12. Artist: Biggers, John
 Title: The Family 2
 Medium: photo offset lithograph
 Dimensions: 19" x 13" (image)
 Year: 1974
 Condition: Good
 Subject matter: A family of three embrace.

- Notes: Signed "Biggers" and dated "74" lower left in the original.
This is a part of a portfolio apparently put together especially for Golden State Mutual Insurance Company.
- Value: \$50
13. Artist: Biggers, John
Title: The Family 3
Medium: photo offset lithograph
Dimensions: 18" x 15" (image)
Year: 1974
Condition: Good
Subject matter: A family of four with their backs to the viewer.
Notes: Signed "Biggers" and dated "7-74" lower right in the original. This is a part of a portfolio apparently put together especially for Golden State Mutual Insurance Company.
Value: \$50
14. Artist: Blocker, Melonee
Title: Alpha and Omega Shield (aka Symbols)
Medium: oil on canvas
Dimensions: 35 1/2" x 24" (image)
Year: 1975
Condition: Good
Subject matter: An abstraction.
Notes: Signed "M. Blocker" and dated "75" lower right.
Value: \$1,100
15. Artist: Blocker, Melonee
Title: Ensenada August
Medium: mixed media on board
Dimensions: 8 1/4" x 11 1/4" (image)
Year: unknown
Condition: Good
Subject matter: Landscape.
Notes: Signed "Blocker" and titled lower right.
Value: \$550
16. Artist: Bobo Tribe
Title: Polychromed Wood Mask
Medium: wood and pigment
Dimensions: 13 1/4" x 7" x 39 1/2" (image)
Year: unknown

- | | | |
|--|-----------------|---|
| | Condition: | Poor. There's been some obvious repair work to one of the protrusions. The repair work was poorly executed. |
| | Subject matter: | African mask. |
| | Notes: | The Bobo tribe is located in the Upper Volta region of Burkina Faso and Mali. |
| | Value: | \$1,000 |
-
- | | | |
|-----|-----------------|--|
| 17. | Artist: | Bordeu |
| | Title: | untitled |
| | Medium: | oil on masonite |
| | Dimensions: | 48" x 24" (image) |
| | Year: | unknown |
| | Condition: | Good |
| | Subject matter: | A cityscape. |
| | Notes: | Signed "Blocker" and titled lower right. |
| | Value: | \$250 |
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| 18. | Artist: | Branch, E. |
| | Title: | Human Bondage II |
| | Medium: | woodcut |
| | Edition: | 10 |
| | Dimensions: | 23 ½" in diameter (image) |
| | Year: | unknown |
| | Condition: | Good |
| | Subject matter: | Several persons standing form an outer circle while several Other sitting persons form an inner circle. |
| | Notes: | Signed "E. Branch" lower right; titled lower left; numbered "1/10" lower center; all in the margin. |
| | Value: | \$600 |
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| 19. | Artist: | Brice, Bruce |
| | Title: | Mardis Gras Indians |
| | Medium: | tempera on paper |
| | Dimensions: | 8" x 10" (image) |
| | Year: | 1978 |
| | Condition: | Good |
| | Subject matter: | Six stylized Mardis Gras Indians. |
| | Notes: | Signed "Bruce Brice" and dated "1978" upper right. |
| | | This piece was offered for sale at the Swann Galleries auction, October 4, 2007 but failed to sell. The estimate is listed as \$1,000 to \$1,500. |
| | Value: | \$450 |

20. Artist: Brice, Bruce
 Title: Mardis Gras Jazz and Rock and Roll
 Medium: photo offset lithograph
 Dimensions: 27 ½" x 21" (image)
 Year: 1980
 Condition: Good
 Subject matter: Several musicians play their musical instruments as Mardi Gras revelers form a "second line." All of this is in tribute of a professor.
 Notes: Signed "Bruce Brice" and dated "1980" upper right in the original.
 Value: \$20
21. Artist: Brierre, Edgar
 Title: Road to the Sea (Winding Road)
 Medium: oil on canvas
 Dimensions: 30" x 40" (image)
 Year: c. 1970s
 Condition: Good
 Subject matter: A lush tropical landscape with people, small homes, boats, a river, trees and other vegetation.
 Notes: Signed "E. Brierre" lower right.
 Value: \$850
22. Artist: Nathaniel Bustion
 Title: Antelope Mask
 Medium: intaglio print
 Edition: 300
 Dimensions: 38" x 14" (image)
 Year: 1980
 Condition: Good
 Subject matter: A still life of an African antelope mask.
 Notes: Signed "Nathaniel Bustion" and dated "1980" lower right; numbered "8/300" and titled lower left.
 Value: \$650
23. Artist: Catlett, Elizabeth
 Title: El Abrazo (English translation: The Embrace)
 Medium: wood sculpture
 Dimensions: 26 1/4" x 13 1/2" x 8"
 Year: 1978

- Condition: Good. But there are scratches and indentations on the arms in the front and back of the sculpture.
- Subject matter: A man and woman embrace each other as they face the viewer.
- Notes: Signed in ink ("Elizabeth Catlett"), dated ("1978") and titled underneath the piece on the base.
- This piece was offered for sale at the Swann Galleries auction, October 4, 2007 but failed to sell. The estimate is listed as \$200,000 to \$300,000.
- Value: \$95,000
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24. Artist: Cessay, Momodou
 Title: Njabot (Family)
 Medium: serigraph
 Edition: 450
 Dimensions: 28" x 19 ½" (image)
 Year: 1986
 Condition: Good.
 Subject Matter: An African family.
 Notes: Signed "M. S. Cessay" and dated "86" lower right; numbered "29/450" lower left; titled lower center. Cessay is a Gambian artist and the title of this piece is in a Gambian language.
 Value: \$550
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25. Artist: Cessay, Momodou
 Title: Women Planting
 Medium: serigraph
 Edition: unknown
 Dimensions: 29" x 21" (image)
 Year: 1977
 Condition: Good.
 Subject Matter: African women planting seeds.
 Notes: Signed "M. Cessay" and dated "77" lower right.
 Value: \$550
-
26. Artist: Cobbs, Carlos
 Title: Kwanzaa Guaride
 Medium: photo offset lithograph
 Dimensions: 26" x 22" (image)
 Year: 1979/1981
 Condition: Poor. Paper is wrinkled due to condensation and improper

- framing (the artwork touches the glass).
- Subject Matter: A procession of Africans, some of whom are wearing masks.
- Notes: Signed "Carlos Cobbs" and dated "79" lower right in the original; signed "Carlos Cobbs" and dated "81" lower right; inscribed "To Bill Pajaud friend, visionary of artists, people, thanks" lower right.
- Value: \$65
27. Artist: Cobbs, Carlos
 Title: Kwanzaa Guaride
 Medium: photo offset lithograph
 Dimensions: 26" x 22" (image)
 Year: 1979/1981
 Condition: Poor. Paper is wrinkled due to condensation and improper framing (the artwork touches the glass).
 Subject Matter: A procession of Africans, some of whom are wearing masks.
 Notes: Signed "Carlos Cobbs" and dated "79" lower right in the original; signed "Carlos Cobbs" and dated "81" lower right.
 Value: \$65
28. Artist: Courts, Robert
 Title: Moslem Musician
 Medium: pastel on paper
 Dimensions: 26" x 22" (image)
 Year: unknown
 Condition: Good.
 Subject Matter: A reclining musician plays a stringed instrument.
 Notes: Signed "Ro Le Co" lower right.
 Value: \$550
29. Artist: Davis, Dale
 Title: Crucifix
 Medium: mixed media assemblage
 Dimensions: 79" x 44" (image)
 Year: c. 1980
 Condition: Fair. The arrow is separated from the piece but is not broken and can easily be placed where it belongs. The hair, which is made from a mop, needs cleaning.
 Subject Matter: An abstraction suggestive of Jesus Christ dying on the Cross.
 Notes: Not signed.
 Value: \$18,000

30. Artist: Davis, Dale
Title: Face
Medium: medallion
Year: c. late 1970s
Condition: Fair. Metal is tarnished.
Notes: Not signed.
Value: \$100
31. Artist: Davis, Dale
Title: Pyramid
Medium: medallion
Year: c. late 1970s
Condition: Fair. Metal is tarnished.
Notes: Not signed.
Value: \$100
32. Artist: Davis, Dale
Title: Red Sun
Medium: medallion
Year: c. late 1970s
Condition: Fair. Metal is tarnished.
Notes: Not signed.
Value: \$125
33. Artist: Davis, Dale
Title: Undulate
Medium: medallion
Year: c. late 1970s
Condition: Fair. Metal is tarnished.
Notes: Not signed.
Value: \$150
34. Artist: Davis, Dale
Title: untitled (Mexico)
Medium: medallion
Year: c. late 1970s
Condition: Fair. Metal is tarnished.
Notes: Not signed.
Value: \$100

35. Artist: Dickson, Charles
 Title: Story Pole
 Medium: mixed media but primarily wood sculpture
 Dimensions: 56" high (image)
 Year: c. 1980
 Condition: Fair. Some cracks in the wood along the sides.
 Subject Matter: A stylized portrait of a woman.
 Notes: Signed "CD" lower right where the base and the sculpture meet.
- This piece was offered for sale at the Swann Galleries auction, October 4, 2007 but failed to sell. The estimate is listed as \$10,000 to \$15,000.
- Value: \$4,500
36. Artist: Dickson, Charles
 Title: Strange Fruit
 Medium: wood and resin sculpture
 Dimensions: 23 3/8" high (image)
 Year: unknown
 Condition: Good.
 Subject Matter: A totem consisting of heads and a hand.
 Notes: Signed "CD" lower right just above the base.
- This piece is listed as sold for \$2,800 (hammer price) at the Swann Galleries auction, October 4, 2007. The estimate is listed as \$5,000 to \$8,000.
- Value: \$2,500
37. Artist: Epting, Marion
 Title: Mood Landscape/Polynesia
 Medium: oil and collage on canvas
 Dimensions: 38" x 35 3/4" (image)
 Year: unknown
 Condition: Fair. Some flaking and crackling at the bottom of the painting and one small piece of the collaged portion is peeling away from the canvas.
- Subject Matter: An abstraction.
 Notes: Not signed.
 Value: \$350

38. Artist: Fiddler, Claude
 Title: El Centro de Espanol
 Medium: etching
 Edition: 79
 Dimensions: 30" x 22 ¼" (image)
 Year: 1981
 Condition: Good.
 Subject Matter: Several persons sit at a table inside a large room. A woman with her head in her hands sits in an adjacent room.
 Notes: Signed "C. Fiddler", dated "6/81", and numbered "3/79" lower right.
 Value: \$450
39. Artist: Fills
 Title: Fetish I
 Medium: pastel on velvet
 Dimensions: 24" x 12" (image)
 Year: 1969
 Condition: Good.
 Subject Matter: A still life of an African fetish figure.
 Notes: Signed "Fills" and dated "69" lower right.
 Value: \$150
40. Artist: Fills
 Title: Fetish II
 Medium: pastel on velvet
 Dimensions: 24" x 10 ½" (image)
 Year: c. 1969
 Condition: Good.
 Subject Matter: A still life of an African fetish object that consists of several figures.
 Notes: Not signed.
 Value: \$150
41. Artist: Gafford, Alice
 Title: Still Life with Blue Plates
 Medium: oil on panel
 Dimensions: 20" x 24" (image)
 Year: unknown
 Condition: Good.
 Subject Matter: A still life of a plate with fruit on it, a kettle, a cup, a glass and a bottle.
 Notes: Signed "Gafford" lower left.
 Value: \$850

42. Artist: Gbadamosi, Buraimoh
 Title: Shrine Figure
 Medium: stone
 Dimensions: 17 ¾" high (image)
 Year: 1971
 Condition: Good.
 Subject Matter: A stylized bust of a male person.
 Notes: Signed "Siries" and dated "1971" verso.
 Value: \$800
43. Artist: Goins
 Title: Family Group Illustration
 Medium: white ink on illustration board
 Dimensions: 15 ¼" x 12" (image)
 Year: 1984
 Condition: Good.
 Subject Matter: A family portrait.
 Notes: Signed "Goins" lower left.
 Value: \$250
44. Artist: Green, Rose
 Title: Braids
 Medium: wood sculpture
 Dimensions: 7 ½" high (image)
 Year: 1969
 Condition: Good.
 Subject Matter: A bust of a young woman with braids.
 Notes: Signed "Rose Green" on the bottom of the base.
 Value: \$950
45. Artist: Greenfield, Mark Steven
 Title: Trumpet in the Field
 Medium: pen & ink on paper
 Dimensions: 10 3/8" x 10 ½" (image)
 Year: unknown
 Condition: Good.
 Subject Matter: A man wears a hat with a feather in it as he holds a trumpet.
 Notes: Not signed.
 Value: \$1,200

46. Artist: Higgins, Camille
 Title: Woman in Rollers (aka Woman's Head-Story)
 Medium: conté crayon
 Dimensions: 11 ¾" x 17" (image)
 Year: 1974
 Condition: Good.
 Subject Matter: A head and shoulders portrait of a woman with rollers in her hair.
 Notes: Signed "Camille Higgins" and dated "74" lower right.
 Value: \$750
47. Artist: Higgins, Camille
 Title: Generation (aka Woman's Head-Story 2)
 Medium: conté crayon
 Dimensions: 11 ½" x 17 ¼" (image)
 Year: 1974
 Condition: Good.
 Subject Matter: A head only portrait of two women in profile.
 Notes: Signed "Camille Higgins", titled, and dated "74" lower right.
 Value: \$750
48. Artist: Honeywood, Varnette
 Title: Sabbath
 Medium: photo offset lithograph
 Dimensions: 12" x 29" (image)
 Year: 1978
 Condition: Poor. There's considerable fading.
 Subject Matter: Three male and female couples stand next to each other and hold hands
 Notes: Signed "Varnette P. Honeywood" lower left in the original. It's also signed "Varnette P. Honeywood" and dated "1978" lower right; numbered "34/250" and titled lower left; all in the margin.
 Value: \$20
49. Artist: Ibo of Nigeria
 Title: Two faced Headdress
 Medium: wood, pigment and feathers
 Dimensions: 13" high (image)
 Year: unknown
 Condition: Good.

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| | Subject Matter: | An African mask-like head with ram-like horns sits on top of a base. |
| | Notes: | Not signed. |
| | Value: | \$3,500 |
| 50. | Artist: | Jaschab |
| | Title: | Forms |
| | Medium: | enamel on ceramic plate |
| | Dimensions: | 11 ¾" in diameter (image) |
| | Year: | unknown |
| | Condition: | Good. |
| | Subject Matter: | An abstraction. |
| | Notes: | Signed "Jaschab" on the back of the plate. |
| | Value: | \$100 |
| 51. | Artist: | Johnson, Harvey L. |
| | Title: | Harvest Seed |
| | Medium: | lithograph |
| | Edition: | 6 |
| | Dimensions: | 12 x 15" (image) |
| | Year: | 1972 |
| | Condition: | Good. |
| | Subject Matter: | Two nude women stand next to each other. |
| | Notes: | Signed "Harvey" and dated "72" lower right; titled and numbered "5/6" lower left; all in the margin. |
| | Value: | \$350 |
| 52. | Artist: | Johnson, Harvey L. |
| | Title: | untitled |
| | Medium: | oil on board |
| | Dimensions: | 32 x 24" (image) |
| | Year: | unknown |
| | Condition: | Good. |
| | Subject Matter: | A large woman stands with her back to the viewer. A young man and a young woman flank her. |
| | Notes: | Signed "Harvey Johnson" lower right. |
| | Value: | \$1,100 |
| 53. | Artist: | Johnson, Harvey L. |
| | Title: | untitled (figure) |
| | Medium: | graphite on paper |
| | Dimensions: | 12 x 15" (image) |

- Year: 1969
Condition: Good.
Subject Matter: A woman with her eyes closed bows her head and cradles a small sack as she apparently braces herself against a strong wind.
Notes: Signed "Harvey" and dated "69" lower right.
Value: \$550
54. Artist: Lee-Smith, Hughie
Title: George A. Beavers, Jr.
Medium: oil on canvas
Dimensions: 24" x 20" (image); 30 7/8" x 26 7/8" (framed)
Year: 1965
Condition: Good but the painting and the frame need cleaning.
Subject Matter: This is a head and shoulders portrait of Mr. Beavers, one of the co-founders of Golden State Mutual Insurance Company.
Notes: Signed ("Lee-Smith") lower left. A small plaque attached to the frame and beneath the image says, "George A. Beavers, Jr.; Co-founder; Chairman of the Board; 1945–1966." A label on the back reads, "L.E. Burnett; Jan Burnett; Frank's Picture Framing; 2422 West Seventh Street; Los Angeles, California 90057; Dunkirk 8-3810."
Value: In addition, this portrait was painted in Los Angeles, at the Hotel Ambassador. Lee-Smith painted from a photograph and also had Beavers sit for him.
\$15,000
55. Artist: Lee-Smith, Hughie
Title: Norman O. Houston
Medium: oil on canvas
Dimensions: 24" x 20" (image); 30 7/8" x 27" (framed)
Year: 1965
Condition: Good but the painting and the frame need cleaning.
Subject Matter: This is a head and shoulders portrait of Mr. Houston, one of the co-founders of Golden State Mutual Insurance Company.
Notes: Signed ("Lee-Smith") lower left. A small plaque attached to the frame and beneath the image says, "Norman Houston; Co-founder; President 1945; Chairman 1967." A label on the back reads, "L.E. Burnett; Jan Burnett; Frank's Picture Framing; 2422 West Seventh Street; Los Angeles, California 90057; Dunkirk 8-3810."

In addition, this portrait was painted in Los Angeles, at the Hotel Ambassador. Lee-Smith painted from a photograph and also had Houston sit for him.

Value: \$15,000

56. Artist: Love, Edward Arnold
Title: For Bill and His Cosmos and Thing
Medium: etching
Edition: 6
Dimensions: 8 ¾" x 11 ½" (image)
Year: 1967
Condition: Good.
Subject Matter: An abstraction.
Notes: Signed "E. A. Love" and dated "30-1-67" lower right; numbered "1/6" lower center; titled lower left.
Value: \$450
57. Artist: Love, Edward Arnold
Title: Two Piece Bone Form
Medium: resin sculpture
Dimensions: 10 x 26 ½" x 4" (image)
Year: unknown
Condition: Good.
Subject Matter: An abstraction.
Notes: Not signed.
Value: \$600
58. Artist: Marshall, E.
Title: Tembo
Medium: serigraph
Edition: 22
Dimensions: 19 ½" x 24" (image)
Year: unknown
Condition: Good.
Subject Matter: Elephants among trees and plants.
Notes: Signed "E. Marshall" lower center; titled and numbered "7/22" lower left; all in the margin
Value: \$500

59. Artist: Mende of Sierra Leone
 Title: Mende Society Mask
 Medium: wood
 Dimensions: 13 ½" high (image)
 Year: unknown
 Condition: Good.
 Subject Matter: An African mask.
 Notes: Not signed.
 Value: \$1,900
60. Artist: Middlebrook, Willie
 Title: Imani
 Medium: silver gelatin print
 Dimensions: 10 ¾" x 15 ¾" (image)
 Year: unknown
 Condition: Good.
 Subject Matter: A portrait of Imani.
 Notes: Not signed.
 Value: \$350
61. Artist: Middlebrook, Willie
 Title: My Father's Funeral
 Medium: silver gelatin print
 Dimensions: 10 ½" x 15" (image)
 Year: unknown
 Condition: Good.
 Subject Matter: several persons walk in a funeral procession.
 Notes: Not signed.
 Value: \$350
62. Artist: Middlebrook, Willie
 Title: The Child
 Medium: silver gelatin print
 Dimensions: 7 x 10 ½" (image)
 Year: unknown
 Condition: Good.
 Subject Matter: A head only portrait of a young girl.
 Notes: Not signed.
 Value: \$350

63. Artist: Middlebrook, Willie
 Title: The Mother
 Medium: silver gelatin print
 Dimensions: 7 x 11" (image)
 Year: unknown
 Condition: Good.
 Subject Matter: A head only portrait of a woman.
 Notes: Not signed.
 Value: \$350
64. Artist: Middlebrook, Willie
 Title: Three Generations
 Medium: silver gelatin print
 Dimensions: 11 x 7 ½" (image)
 Year: unknown
 Condition: Good.
 Subject Matter: A grandmother holds her young granddaughter as the little girl's mother walks out of the room.
 Notes: Not signed.
 Value: \$350
65. Artist: Middlebrook, Willie
 Title: Van Der Zee the Master
 Medium: silver gelatin print
 Dimensions: 10 ½" x 15 ½" (image)
 Year: unknown
 Condition: Good.
 Subject Matter: A portrait of the photographer James Van Der Zee sitting in front of large photograph of the late photographer.
 Notes: Not signed.
 Value: \$450
66. Artist: Moore, Clifford
 Title: Kitchen Still Life
 Medium: oil on canvas
 Dimensions: 36" x 24" (image)
 Year: 1986
 Condition: Fair. There's crackling at the bottom of the painting.
 Subject Matter: A still life of a pot, spoon, and a plate with fruit on it.
 Notes: Signed "Clifford Moore" and dated "86" lower right.
 Value: \$700

67. Artist: Morehead, Howard
 Title: Massai Women
 Medium: color photograph
 Dimensions: 16" x 20" (image)
 Year: c. 1970
 Condition: Good.
 Subject Matter: A group shot of women belonging to the Massai tribe
 Notes: Not signed.
 Value: \$700
68. Artist: Morehead, Howard
 Title: Rio
 Medium: color photograph
 Dimensions: 16" x 20" (image)
 Year: c. 1970
 Condition: Fair. The color has faded.
 Subject Matter: A cityscape.
 Notes: Not signed.
 Value: \$350
69. Artist: Offutt, John
 Title: Impasse/Sunrise
 Medium: acrylic and oil on board
 Dimensions: 30" x 24" (image)
 Year: 1984
 Condition: Good.
 Subject Matter: An abstraction.
 Notes: Signed "J. Offutt" and dated "84" lower right.
 Value: \$1,100
70. Artist: Olatuude, Osiro
 Title: untitled (Chief Olorunto)bo)
 Medium: watercolor and pen and ink on paper
 Dimensions: 12 x 14 1/2" (image)
 Year: 1970
 Condition: Good.
 Subject Matter: A stylized portrait, resembling African masks, of three figures.
 Notes: Signed "Chief Olorunto)bo" lower center; dated "70" lower right inscribed "New 31 146 Abedi Ibaden, Nigeria" lower right.
 Value: \$950

71. Artist: Paige, Charles
 Title: Funeral Painting (Cross)
 Medium: watercolor on paper
 Dimensions: 8" x 10" (image)
 Year: unknown
 Condition: Good.
 Subject Matter: Three pallbearers stand next to each other and in front of a cross.
 Notes: Not signed.
 Value: \$500
72. Artist: Paige, Charles
 Title: Funeral Painting (Pall-Bearers)
 Medium: watercolor on paper
 Dimensions: 8" x 10" (image)
 Year: unknown
 Condition: Good.
 Subject Matter: Pallbearers carry a casket.
 Notes: Not signed.
 Value: \$500
73. Artist: Paige, Charles
 Title: Girl in Chair
 Medium: lithograph
 Dimensions: 9 ¼" x 7 ¼" (image)
 Year: c. 1970s
 Condition: Good.
 Subject Matter: A girl sits in a chair.
 Notes: Not signed.
 Value: \$350
74. Artist: Paige, Charles
 Title: Harriet Tubman
 Medium: acrylic on board
 Dimensions: 15" x 10" (image)
 Year: unknown
 Condition: Good.
 Subject Matter: A portrait of ex-slave Harriet Tubman.
 Notes: Not signed.
 Value: \$850

75. Artist: Paige, Charles
 Title: Home Series: Raggedy Ann
 Medium: acrylic and chalk on paper
 Dimensions: 16 ½" x 13 ½" (image)
 Year: unknown
 Condition: Good.
 Subject Matter: A stylized portrait of a rag doll.
 Notes: Not signed.
 Value: \$750
76. Artist: Paige, Charles
 Title: Home Series: The Window
 Medium: acrylic on paper
 Dimensions: 16 ½" x 12" (image)
 Year: unknown
 Condition: Good.
 Subject Matter: Trees are visible through a window with the shade partially pulled down.
 Notes: Not signed.
 Value: \$750
77. Artist: Paige, Charles
 Title: Sleeping
 Medium: acrylic on board
 Dimensions: 10 ½" x 15 ½" (image)
 Year: c. 1970s
 Condition: Good.
 Subject Matter: A woman sleeps.
 Notes: Not signed.
 Value: \$750
78. Artist: Pajaud, William
 Title: Martin Luther King
 Medium: pen & ink on a paper towel
 Dimensions: 6 ½" x 7" (image)
 Year: c. 1980
 Condition: Good.
 Subject Matter: A profile head and neck portrait of Martin Luther King among the clouds.
 Notes: Not signed.
 Value: \$450

79. Artist: Pajaud, William
 Title: Sunflowers
 Medium: oil on board
 Dimensions: 36" x 23" (image)
 Year: c. 1967
 Condition: Good.
 Subject Matter: A still life of sunflowers.
 Notes: Not signed.
 Value: \$9,000
80. Artist: Pajaud, William
 Title: Wild Turkey
 Medium: oil on board
 Dimensions: 40" x 24" (image)
 Year: c. 1989
 Condition: Good.
 Subject Matter: This is a portrait of a wild turkey.
 Notes: Signed ("Pajaud") lower right. The title, "Wild Turkey" refers to the brand name for bourbon.
 Value: \$7,000
81. Artist: Perry, Michael
 Title: Running, Standing, Walking Woman
 Medium: aquatint/etching
 Edition: unknown
 Dimensions: 23 ½" x 34 ¾" (image)
 Year: c. 1980s
 Condition: Good.
 Subject Matter: An abstract rendering of women in motion.
 Notes: Signed "Michael Kavanaugh Perry" lower right, titled lower left; numbered "A/P" lower center.
 Value: \$450
82. Artist: Phillips, Ronnie
 Title: All Dressed Up
 Medium: color photograph
 Dimensions: 20" x 16" (image)
 Year: c. 1980s
 Condition: Good
 Subject Matter: A full length portrait of little girl dressed in an adult woman's clothing.
 Notes: Not signed.
 Value: \$275

83. Artist: Phillips, Ronnie
 Title: Shoe Salesman
 Medium: sepia toned photograph
 Dimensions: 20" x 16" (image)
 Year: c. 1980s
 Condition: Good
 Subject Matter: Two boys apparently sell shoes.
 Notes: Not signed.
 Value: \$275
84. Artist: Porter, Al
 Title: Desert Mountains
 Medium: watercolor on paper
 Dimensions: 12 ½" x 19 ½" (image)
 Year: 1979
 Condition: Good
 Subject Matter: Desert landscape.
 Notes: It's signed "Al Porter" and dated "79" lower right.
 Value: \$850
85. Artist: Porter, Al
 Title: Desert Night
 Medium: watercolor on paper
 Dimensions: 12 ½" x 19 ½" (image)
 Year: 1979
 Condition: Good
 Subject Matter: Desert landscape.
 Notes: It's signed "Al Porter" and dated "79" lower right.
 Value: \$850
86. Artist: Porter, Al
 Title: Flowers
 Medium: watercolor on paper
 Dimensions: 12 ½" x 19 ½" (image)
 Year: 1979
 Condition: Good
 Subject Matter: An abstracted still life of flowers.
 Notes: It's signed "Al Porter" and dated "79" lower right.
 Value: \$850

87. Artist: Porter, Al
 Title: Ships
 Medium: watercolor on paper
 Dimensions: 12 ½" x 19 ½" (image)
 Year: 1979
 Condition: Good
 Subject Matter: Ships at sea.
 Notes: It's signed "Al Porter" and dated "79" lower right.
 Value: \$850
88. Artist: Prettyman, Jerome
 Title: Old Folks (aka Old Man)
 Medium: graphite on pebbleboard
 Dimensions: 19 ½" x 15 ¼" (image)
 Year: 1977
 Condition: Good
 Subject Matter: A three-quarters length portrait in profile of an old man.
 Notes: It's signed "Prettyman" and dated "77" lower center.
 Value: \$1,200
89. Artist: Pryce, Edward
 Title: untitled (abstract)
 Medium: mixed media on canvas
 Dimensions: 54 3/8" x 62 ¼" (image)
 Year: unknown
 Condition: Good
 Subject Matter: An abstraction.
 Notes: Not signed.
 Value: \$400
90. Artist: Riddle, John
 Title: Fifteen
 Medium: serigraph
 Edition: 34
 Dimensions: 32" x 19 ½" (image)
 Year: 1979
 Condition: Good
 Subject Matter: Several persons around a table play dominoes.
 Notes: It's signed "J Riddle Jr" lower right; titled lower center; numbered "14/34" lower left.
 Value: \$1,500

91. Artist: Santos, Bakari
 Title: Baiana
 Medium: Bronze and enamel plaque
 Dimensions: 6" x 4" (image)
 Year: 1981
 Condition: Good
 Subject Matter: A woman holds a large jug on her head.
 Notes: It's signed "Bakari" and dated "81" lower right.
 Value: \$750
92. Artist: Santos, Bakari
 Title: Baiana II
 Medium: Bronze and enamel plaque
 Dimensions: 6" x 4" (image)
 Year: 1981
 Condition: Good
 Subject Matter: A woman holds a fruit platter on her head.
 Notes: It's signed "Bakari" and dated "81" lower right.
 Value: \$750
93. Artist: Santos, Bakari
 Title: Oxala
 Medium: Bronze and enamel plaque
 Dimensions: 6" x 4" (image)
 Year: 1981
 Condition: Good
 Subject Matter: A woman holds a jug on her head.
 Notes: It's signed "Bakari" and dated "81" lower right.
 Value: \$750
94. Artist: Sengstacke, Bobby
 Title: Milk of Love
 Medium: silver gelatin print
 Dimensions: 12 3/8" x 18 3/4" (image)
 Year: c. 1970s
 Condition: Good
 Subject Matter: A mother breast-feeds her infant.
 Notes: Not signed.
 Value: \$150

95. Artist: Sengstacke, Bobby
 Title: Soul Eyes
 Medium: silver gelatin print
 Dimensions: 17 3/8" x 13 7/8" (image)
 Year: c. 1970s
 Condition: Good
 Subject Matter: A three quarters length portrait of an older woman looking away from the viewer.
 Notes: Not signed.
 Value: \$150
96. Artist: Sims, Joe
 Title: #7
 Medium: oil on canvas
 Dimensions: 22 3/4" x 22 3/4" (image)
 Year: 1979
 Condition: Fair. There are indentations in the canvas.
 Subject Matter: An abstract head and shoulders rendering of a figure.
 Notes: Not signed but dated "1979" verso.
 Value: \$950
97. Artist: Sims, Joe
 Title: Portrait Series
 Medium: oil on canvas
 Dimensions: 22 3/4" x 22 3/4" (image)
 Year: 1978
 Condition: Fair. There are indentations in the canvas.
 Subject Matter: An abstract head and shoulders rendering of a figure.
 Notes: It's signed "Sims" lower right; dated "1978" verso.
 Value: \$950
98. Artist: Sims, Theodore
 Title: Young Man
 Medium: oil on canvas
 Dimensions: 18" x 24" (image)
 Year: 1975
 Condition: Good.
 Subject Matter: A head and neck portrait of a young man.
 Notes: It's signed "Theodore Sims and dated "75" lower right.
 Value: \$750

99. Artist: Shabaz, H. Kofi
 Title: Queen Lady Day
 Medium: lithograph
 Dimensions: 22" x 17" (image)
 Year: 1977
 Condition: Poor. The paper is torn in the upper left portion of the piece. There's a stain on the cheek of the subject. There's evidence of water damage in various places.
 Subject Matter: A head and shoulders portrait of a woman, perhaps Billie Holiday since her nickname was Lady Day.
 Notes: It's signed "Kofi Shabaz" and inscribed "©" lower right; signed again "Herman Kofi Shabaz", dated "2/25/77", numbered "Artist Proof", inscribed "Thanks, Kofi Shabaz 78; the heavy weight" across the bottom margin.
 Value: \$125
100. Artist: Skunder, Alexander Boghassian
 Title: African Images
 Medium: oil on canvas
 Dimensions: 12" x 19 ½" (image)
 Year: 1980
 Condition: Good.
 Subject Matter: An abstract rendering of three figures standing next to each other.
 Notes: It's signed "Skunder" upper left; signed again but partly unintelligible plus "Skunder" middle right. It's dated but that's also unintelligible.
 Value: This piece was listed as sold for \$3,800 (hammer price) at the Swann Galleries auction, October 4, 2007. The estimate range was listed as \$2,000 to \$3,000.
 \$2,500
101. Artist: Stewart, Chuck
 Title: Billie Holiday, 1955
 Medium: silver gelatin print
 Edition: 100
 Dimensions: 13" x 18 ½" (image)
 Year: The shot was taken in 1955 but the image was printed in 1986.
 Condition: Good.
 Subject Matter: A head only but sideways facing portrait of Billie Holiday singing.

- Notes: It's signed "Chuck Stewart" and date "Oct 86" lower right; titled and numbered "6/100" lower left; all in the margin.
Value: \$800
102. Artist: Tann, Curtis
Title: African Mask
Medium: batik
Dimensions: 44 ½" x 12 ¾" (image)
Year: unknown
Condition: Good.
Subject Matter: A tall, thin African mask.
Notes: Not signed.
Value: \$225
103. Artist: Unknown
Title: African Market Women
Medium: oil on canvas
Dimensions: 48" x 27" (image)
Year: unknown
Condition: Good.
Subject Matter: Several African women move around a market. The woman in the foreground carries a large tray with several items on it..
Notes: Not signed.
Value: \$600
104. Artist: unknown
Title: untitled (abstract)
Medium: mixed media on board
Dimensions: 24" x 48" (image)
Year: unknown
Condition: Good.
Subject Matter: An abstraction.
Notes: Not signed.
Value: \$250
105. Artist: unknown
Title: untitled (black form against white sky with orange sun)
Medium: oil on board
Dimensions: 36" x 48" (image)
Year: unknown
Condition: Good.

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| | Subject Matter: | An abstraction with a white background and an orange circle. |
| | Notes: | Not signed. |
| | Value: | \$350 |
| 106. | Artist: | Unknown |
| | Title: | untitled (Cross River Stone) |
| | Medium: | engraved stone |
| | Dimensions: | 4" x 7 1/2" x 4 1/4" (image) |
| | Year: | unknown |
| | Condition: | Good. |
| | Subject Matter: | A face carved into an oval shaped stone. |
| | Notes: | Not signed. |
| | Value: | \$2,500 |
| 107. | Artist: | unknown |
| | Title: | untitled (female Nigerian plaque) |
| | Medium: | etching on wood |
| | Dimensions: | 13 3/4" x 6 7/8" (image) |
| | Year: | unknown |
| | Condition: | Good. |
| | Subject Matter: | A full-length portrait of a woman. |
| | Notes: | Not signed. |
| | Value: | \$150 |
| 108. | Artist: | unknown |
| | Title: | untitled (glazed wooden sculpture) |
| | Medium: | glazed wood |
| | Dimensions: | 4" x 5 1/2" x 10" (image) |
| | Year: | unknown |
| | Condition: | Good. |
| | Subject Matter: | An abstraction. |
| | Notes: | Not signed. |
| | Value: | \$125 |
| 109. | Artist: | unknown |
| | Title: | untitled (green abstract metal statue) |
| | Medium: | metal |
| | Dimensions: | 11" high (image) |
| | Year: | unknown |
| | Condition: | Good. |
| | Subject Matter: | An abstraction. |
| | Notes: | Not signed. |
| | Value: | \$185 |

110. Artist: unknown
 Title: untitled (male bedpost)
 Medium: wood
 Dimensions: 16" high (image)
 Year: unknown
 Condition: Fair. Some damage towards the bottom, perhaps due to age.
 Subject Matter: An abstraction.
 Notes: Not signed.
 Value: \$800
111. Artist: unknown
 Title: untitled (male Nigerian plaque)
 Medium: etching on wood
 Dimensions: 13 3/4" x 7 7/8" high (image)
 Year: unknown
 Condition: Fair. There is some warping.
 Subject Matter: A full-length portrait of a man.
 Notes: Not signed.
 Value: \$150
112. Artist: unknown
 Title: untitled (wall hanging)
 Medium: woven wool with a wooden pole
 Dimensions: 74" x 36" (image)
 Year: unknown
 Condition: Good.
 Subject Matter: An abstraction.
 Notes: Not signed.
 Value: \$75
113. Artist: unknown
 Title: untitled (wooden sculpture)
 Medium: wood
 Dimensions: 11" high without base (image)
 Year: unknown
 Condition: Good.
 Subject Matter: A man holds a bird.
 Notes: Not signed. Possibly from Nigeria (the Ibo region).
 Value: \$3,000

114. Artist: Van der Zee, James
 Title: Black Jews of Harlem
 Medium: sepia toned photograph
 Dimensions: 7 ¼" x 9" (image)
 Year: 1958
 Condition: Good.
 Subject Matter: A group portrait of African American Jews.
 Notes: It's signed "Van der Zee" and dated "1958" lower left; inscribed "Kehal Beth Israel 20 and Lenox Ave NYC lower center."
 Value: \$3,500
115. Artist: White, Charles
 Title: Nocturne
 Medium: photo offset lithograph
 Edition: unlimited
 Dimensions: 16 1/2" x 6 1/2" (image)
 Year: 1960 (original)
 Condition: Good
 Subject Matter: This is a 3/4 length portrait of an African American woman with her arms folded.
 Notes: This is a copy of the original charcoal drawing titled *Nocturne*. It's signed ("Charles White") and dated (" '60") lower right on the original. It is framed under glass. The original is documented on page 68 of *Images of Dignity: The Drawings of Charles White*.
 Value: \$25
116. Artist: White, Ian
 Title: untitled
 Medium: ceramic
 Dimensions: 8" high (image)
 Year: unknown
 Condition: Good
 Subject Matter: An abstraction.
 Notes: Not signed.
 Value: \$1,200
117. Artist: Whimore, John
 Title: Not My Son
 Medium: charcoal on paper
 Dimensions: 27 ½" x 21 ½" (image)
 Year: 1981

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| | Condition: | Good. |
| | Subject Matter: | A police officer, a young man and the young man's mother are in a room, presumably at the police station. |
| | Notes: | It's signed "J Whitmore" and dated "81" lower right. |
| | Value: | \$1,800 |
| 118. | Artist: | Whitmore, Tyrone |
| | Title: | untitled (girl with a blue background) |
| | Medium: | oil on canvas |
| | Dimensions: | 30" x 48" (image) |
| | Year: | unknown |
| | Condition: | Good |
| | Subject Matter: | A girl stands all alone within a large area with a blue background. |
| | Notes: | Not signed. |
| | Value: | \$550 |
| 119. | Artist: | Williams, Paul R. (Office of) |
| | Title: | Golden State Mutual Life Building |
| | Medium: | hand pulled print |
| | Dimensions: | 19" x 16" (image) |
| | Year: | unknown |
| | Condition: | Good |
| | Subject Matter: | The Golden State Mutual Life Building. |
| | Notes: | Not signed. |
| | Value: | \$125 |
| 120. | Artist: | Wilson, Kathleen |
| | Title: | Musicians |
| | Medium: | photo offset lithograph |
| | Edition: | 950 |
| | Dimensions: | 14" x 21 1/2" (image) |
| | Year: | 1984 |
| | Condition: | Poor. A good amount of fading. |
| | Subject Matter: | Three African musicians play their instruments. |
| | Notes: | It's signed "Kathleen A. Wilson" lower right in the original; signed "KAW" and dated "11-2-84" lower right; numbered "30/950" lower left. |
| | Value: | \$50 |
| 121. | Artist: | Wilson, Kathleen |
| | Title: | Native Women |
| | Medium: | photo offset lithograph |

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| | Edition: | 950 |
| | Dimensions: | 14" x 21 ½" (image) |
| | Year: | 1984 |
| | Condition: | Good. |
| | Subject Matter: | Three African musicians play their instruments. |
| | Notes: | It's signed "Kathleen A. Wilson" lower center in the original; signed "Kathleen A. Wilson" and dated "8-1-84" lower right; numbered "55/950" lower left. |
| | Value: | \$75 |
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| 122. | Artist: | Wilson, Stanley C. |
| | Title: | Ancestral Fragments |
| | Medium: | mixed media assemblage |
| | Dimensions: | 25 ½" x 14" x 6" (image) |
| | Year: | 1980 |
| | Condition: | Good. |
| | Subject Matter: | Several sticks and a stone are arranged on a board. |
| | Notes: | It's signed "S. C. Wilson" and dated "80" lower right. |
| | Value: | \$950 |
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| 123. | Artist: | Woodard, Beulah |
| | Title: | Cowrie Shell Mask |
| | Medium: | wood, hair and cowrie shells |
| | Dimensions: | 17 ½" x 6 ½" x 2" (image) |
| | Year: | unknown. |
| | Condition: | Good. |
| | Subject Matter: | A mask similar to an African mask, made from cowrie shells. |
| | Notes: | Not signed. |
| | Value: | \$3,000 |
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| 124. | Artist: | Woodard, Beulah |
| | Title: | Dogon Mask |
| | Medium: | wood, hair and cowrie shells |
| | Dimensions: | 23 ¾" x 14 ¾" x 2" (image) |
| | Year: | unknown. |
| | Condition: | Good. |
| | Subject Matter: | A mask similar to an African mask, made from wood and a small amount of metal. A note attached to the back of the piece indicates it's a funerary mask. |
| | Notes: | Not signed. |
| | Value: | \$3,500 |

125. Artist: Woodruff, Hale
 Title: The Negro In California History–Settlement and Development
 Medium: oil on canvas (mural)
 Dimensions: 16' 5" x 9' 3 1/4"
 Year: 1949
 Condition: Good. Some yellowing of the varnish. Needs cleaning.
 Subject Matter: African Americans who played a key role in the development and progress of California, from approximately 1850 to 1949, are depicted in this mural.
 Notes: Signed ("Hale Woodruff") and dated ("1949") lower right. This mural is detachable from the wall. In fact, according to Gylbert Garvin Coker in an exhibition catalogue titled *Charles Alston: Artist and Teacher*, the mural was created in a studio on 158th and Broadway, New York City. A photograph in that catalogue shows Woodruff and Charles Alston painting their respective large canvases in the studio.
 Value: \$2,500,000
126. Artist: Wyatt, Richard
 Title: E. J. Johnson
 Medium: oil on canvas
 Dimensions: 28" x 22" (image)
 Year: 1978
 Condition: Good.
 Subject Matter: A three quarters length portrait of E. J. Johnson.
 Notes: It's signed "Wyatt, Jr." and dated "78" lower right.
 Value: \$6,000
127. Artist: Wyatt, Richard
 Title: The Insurance Man (study for the mural by the same name)
 Medium: graphite on paper
 Dimensions: 14" x 6" (image)
 Year: 1985
 Condition: Good.
 Subject Matter: A.
 Notes: It's signed "Wyatt, Jr." and dated "85" lower right; inscribed "Mural study entitled the 'Debit Man' 6' x 14' interior, artist Richard Wyatt, Jr. Site: Golden State Insurance Company" lower center.
 Value: \$3,000

128. Artist: Wyatt, Richard
Title: Woman with Roses
Medium: oil on canvas
Dimensions: 9" x 24" (image)
Year: 1984
Condition: Good.
Subject Matter: A head and shoulders portrait of a woman with four red roses floating around her head.
Notes: It's signed "Wyatt, Jr." and dated "84" lower right.
Value: \$5,000

X. Works Consulted

Art Sales Index, 1980 to 2009

Art Price Index, 1993 to 2009

Artnet.com

AskArt.com

Barnwell, Andrea D. *Charles White (The David C. Driskell Series of African American Art: Volume 1)* San Francisco, CA: Pomegranate, 2002.

Charles White, 1918–1979. Los Angeles, CA: Heritage Gallery, 1985.

Davenport, R.J. *Davenport's Art Reference and Price Guide 1997-98*. Folsom, CA:

Davenport Art Reference, 1997

Falk, Peter H., ed. *Art Price Index International 1998* Madison, CT: Sound View Press, 1997.

Historical Murals Golden State Mutual Life, Home Office: Los Angeles, California

Horowitz, Benjamin, et al. *Images of Dignity: The Drawings of Charles White* Los Angeles, CA: The Ward Ritchie Press, 1967.

Jennings, Corrine et al. *Charles Alston: Artist and Teacher* New York, NY: Kenkeleba Gallery, 1990.

Lewis, Samella. *Art: African American* Los Angeles, CA: Hancraft Studios, 1990.

Selected Pieces from the Afro American Art Collection, Golden State Mutual Life Insurance Company Los Angeles, CA: Golden State Mutual Life Insurance Company.

Wardlaw, Alvia J. *The Art of John Biggers: View from the Upper Room* New York, NY: Abrams, Inc, 1995.

XI. Other Sources Consulted

African Art Center, Inc., Houston, TX

Artcetera, Houston, TX

Davis, Dale

Hand Graphics, Santa Fe, NM

Heritage Gallery, Los Angeles, CA

Middlebrook, Willie

Pajaud, William

XII. Credentials

Education

1979 BA History, Towson State University, Towson, MD.
1992 MBA, Pepperdine University, Malibu, CA.
1993 - 1996 *Personal Property Valuation 201, 202, 203, and 204*, and, *Fine and Decorative Arts*, The American Society of Appraisers, Herndon, VA.
2000 *Problems in Maintaining an Appraisal Practice: New Legal Liability Issues*, New York University and the Appraisers Association of America
2002 *IRS Legal Guidelines: Appraisal Writing Seminar*. Appraisers Association of America, New York City.
2002 *The Basics of Appraising*. Appraisers Association of America, New York City
2003 *Working Relationships: Appraisers and Other Professionals*, Appraisers Association of America, New York City
2004 – National Conference, Appraisers Association of America, New York City
2005 – Uniform Standards of Professional Appraisal Practice
2006 – National Conference, Appraisers Association of America, New York City
2007 – Certification, Paintings & Drawings, American: African American Art
2007 – National Conference, Appraisers Association of America, New York City
2008 – National Conference, Appraisers Association of America, New York City

Associations

Certified Member of the Appraiser Association of America
Member of the Art Dealers Association of California

Published Articles and Essays

"Artis Lane," *St. James Guide to Black Artists*, edited by Thomas Riggs, published by St. James Press, Detroit in 1997, p. 313.
"Collecting Art," *Turning Point Magazine*, May/June/July 1999, p31.
"Emilio Cruz," *St. James Guide to Black Artists*, edited by Thomas Riggs, published by St. James Press, Detroit in 1997, p. 126.
"Journey From the Crossroads: Palmer Hayden's Right Turn," *International Review of African American Art*, Volume 16, Number 1, pp. 30-42.
"Tina Allen," *St. James Guide to Black Artists*, edited by Thomas Riggs, published by St. James Press, Detroit in 1997, pp. 7-8 .
"A Song for his Father: William Pajaud and the Jazz Funeral Tradition," *International Review of African American Art*, Volume 17, Number 2, pp. 2-13.
"A Child of the Universe...Speak Like a Child: Mildred Thompson and Walter Williams," *International Review of African American Art*, Vol. 21, No. 2, pp. 12-31.


Positions

1988 to Present, Owner/Director M. Hanks Gallery, Santa Monica, CA.
1992 to Present, Fine Art Appraiser
1992 to Present, Instructor, Art Appreciation Classes, M. Hanks Gallery.
2004 Instructor, *African American Art from Slavery to the Present*, University of San Diego.

EXHIBIT 10

**Appraisal Report Prepared for
Golden State Mutual Insurance Company**

**By Eric Hanks
October 8, 2010**

A handwritten signature in black ink, appearing to be 'Eric Hanks', written over a horizontal line.

Eric Hanks, Certified Member, Appraiser's Association of America

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I. Title

Appraisal report for Golden State Mutual Insurance Company to estimate replacement value. Effective date is October 8, 2010. Appraiser: Eric Hanks.

II. Purpose

The purpose of this report is to estimate liquidation value of the artwork listed in the Summary of Values on page 3. On Monday, June 14, 2010, Wednesday, June 16, 2010, and, Friday, July 23, 2010, I visited Golden State Mutual Insurance Company, 1999 West Adams Boulevard, Los Angeles, CA 90018, so that I could examine the artwork that is the subject of this appraisal. This report follows an earlier appraisal performed for Golden State Mutual Insurance Company. The differences between that appraisal and this one are the previous appraisal is estimating fair market value while this one uses liquidation value and the first looked at 128 works of art in the collection whereas this one examines only 18.

III. Function

The function of this report is to provide values so the artwork being appraised can be sold to satisfy creditors and close out the affairs of the now-defunct Golden State Mutual Insurance Company. There is no other use.

IV. Definition of Value

Liquidation Value is defined by the Appraisers Association of America, of which I am a certified member, as "the price realized in a sale situation under forced or limiting conditions and under time constraints. This action may be initiated by the owner or the crediting institution."

V. Approach to Value

The approach to valuation used in this report is the market comparison approach. The cost and income/revenue approaches are not relevant to this appraisal.

The market comparison approach considers comparable sales of similar items in the same geographic area. However, sometimes it is necessary to go beyond the local area to national, or even international areas to seek the appropriate market where transactions involving similar items are occurring with frequency. The appraiser is obligated to find the most relevant and appropriate marketplace.

VI. Limiting Conditions

I have no present interest in the items being appraised. My fee is not related to the appraised value. This report does not guarantee that the estimated value of the item

appraised will equal the proceeds from a sale of the item. This document consists of twelve (12) pages and must be used in its entirety for its conclusions to be considered valid. I didn't examine any framed artwork outside of its frame. In addition, the expert examining the artwork from Africa didn't look at them in person but instead only viewed photographs of them.

VII. Liabilities

The submission of this report completes the duties of the assignment and it does not require any further testimony without previous arrangement.

This report is unbiased and is based on my background, experiences, research and consultations with other professionals. I am not liable for the sources cited in this report. I am also not liable for questions of ownership or title.

VIII. Summary of Values

	<u>Artist</u>	<u>Title</u>	<u>Appraised Value</u>
1.	Alston, Charles	The Negro in California History– Exploration and Colonization	350,000
2.	Barthé, Richmond	William Nickerson, Jr.	13,000
3.	Catlett, Elizabeth	El Abrazo (The Embrace)	19,000
4.	Davis, Dale	Crucifixion	3,500
5.	Dickson, Charles	Story Pole	1,000
6.	Ibo of Nigeria	Two Faced Headdress	850
7.	Lee-Smith, Hughie	George A. Beavers, Jr.	3,000
8.	Lee-Smith, Hughie	Norman O. Houston	3,000
9.	Pajaud, William	Sunflowers	2,000
10.	Pajaud, William	Wild Turkey	1,400
11.	unknown	untitled (wooden sculpture)	750
12.	Van der Zee, James	Black Jews of Harlem	850
13.	Woodard, Beulah	Cowrie Shell Mask	750
14.	Woodard, Beulah	Dogon Mask	850
15.	Woodruff, Hale	The Negro in California History– Settlement and Development	350,000
16.	Wyatt, Richard	E. J. Johnson	1,500
17.	Wyatt, Richard	The Insurance Man (Study for mural by the same name)	750
18.	Wyatt, Richard	Woman with Roses	1,000

	Total		\$753,200

IX. Description

1. Artist: Alston, Charles
 Title: The Negro in California History—Exploration and
 Colonization
 Medium: oil on canvas (mural)
 Dimensions: 16' 5" x 9' 3 1/4"
 Year: 1949
 Condition: Good. Some yellowing of the varnish. Needs cleaning.
 Subject matter: African Americans who played a key role in the
 development and progress of California, from
 approximately 1527 to 1850, are depicted in this mural.
 Notes: Signed ("Alston") and dated ("1949") lower right. This
 mural is detachable from the wall. In fact, according to
 Gylbert Garvin Coker in an exhibition catalogue titled
 Charles Alston: Artist and Teacher, the mural was created
 in a studio on 158th and Broadway, New York City. A
 photograph in that catalogue shows Alston and Hale
 Woodruff painting their respective large canvases in the
 studio.
 Value: \$350,000

2. Artist: Barthé, Richmond
 Title: William Nickerson, Jr.
 Medium: bronze on marble base
 Edition: 1
 Artist's Proofs: none
 Dimensions: 23 1/4" x 22" x 9 3/4" (excluding the base)
 5" x 9" x 8" (base)
 Year: 1948
 Condition: Good. There is no matting, however. It needs either a mat
 or spacers to prevent the artwork from touching the glass.
 Subject matter: A bust of William Nickerson, Jr., founder of Golden State
 Mutual Insurance Company.
 Notes: Signed ("Barthé") on the lower right side (as one faces the
 bust). A plaque on the front of the base reads as follows.
 "William Nickerson, Jr.; Founder and First President; A
 Life of Service to Others; 1879-1945; Memorial by
 Employes and Field Representatives." The bust and base
 rest on a marble pedestal that is 36" x 20" x 16 1/2".

 This is the only casting. The whereabouts of the mold is
 unknown.
 Value: \$13,000

3. Title: El Abrazo (English translation: The Embrace)
Medium: wood sculpture
Dimensions: 26 1/4" x 13 1/2" x 8"
Year: 1978
Condition: Good. But there are scratches and indentations on the arms in the front and back of the sculpture.
Subject matter: A man and woman embrace each other as they face the viewer.
Notes: Signed in ink ("Elizabeth Catlett"), dated ("1978") and titled underneath the piece on the base.

This piece was offered for sale at the Swann Galleries auction, October 4, 2007 but failed to sell. The estimate is listed as \$200,000 to \$300,000.
Value: \$19,000
4. Artist: Davis, Dale
Title: Crucifix
Medium: mixed media assemblage
Dimensions: 79" x 44" (image)
Year: c. 1980
Condition: Fair. The arrow is separated from the piece but is not broken and can easily be placed where it belongs. The hair, which is made from a mop, needs cleaning.
Subject Matter: An abstraction suggestive of Jesus Christ dying on the Cross.
Notes: Not signed.
Value: \$3,500
5. Artist: Dickson, Charles
Title: Story Pole
Medium: mixed media but primarily wood sculpture
Dimensions: 56" high (image)
Year: c. 1980
Condition: Fair. Some cracks in the wood along the sides.
Subject Matter: A stylized portrait of a woman.
Notes: Signed "CD" lower right where the base and the sculpture meet.

This piece was offered for sale at the Swann Galleries auction, October 4, 2007 but failed to sell. The estimate is listed as \$10,000 to \$15,000.
Value: \$1,000

6. Artist: Ibo of Nigeria
 Title: Two faced Headdress
 Medium: wood, pigment and feathers
 Dimensions: 13" high (image)
 Year: unknown
 Condition: Good.
 Subject Matter: An African mask-like head with ram-like horns sits on top of a base.
 Notes: Not signed.
 Value: \$850
7. Artist: Lee-Smith, Hughie
 Title: George A. Beavers, Jr.
 Medium: oil on canvas
 Dimensions: 24" x 20" (image); 30 7/8" x 26 7/8" (framed)
 Year: 1965
 Condition: Good but the painting and the frame need cleaning.
 Subject Matter: This is a head and shoulders portrait of Mr. Beavers, one of the co-founders of Golden State Mutual Insurance Company.
 Notes: Signed ("Lee-Smith") lower left. A small plaque attached to the frame and beneath the image says, "George A. Beavers, Jr.; Co-founder; Chairman of the Board; 1945–1966." A label on the back reads, "L.E. Burnett; Jan Burnett; Frank's Picture Framing; 2422 West Seventh Street; Los Angeles, California 90057; Dunkirk 8-3810."
 In addition, this portrait was painted in Los Angeles, at the Hotel Ambassador. Lee-Smith painted from a photograph and also had Beavers sit for him.
 Value: \$3,000
8. Artist: Lee-Smith, Hughie
 Title: Norman O. Houston
 Medium: oil on canvas
 Dimensions: 24" x 20" (image); 30 7/8" x 27" (framed)
 Year: 1965
 Condition: Good but the painting and the frame need cleaning.
 Subject Matter: This is a head and shoulders portrait of Mr. Houston, one of the co-founders of Golden State Mutual Insurance Company.
 Notes: Signed ("Lee-Smith") lower left. A small plaque attached to the frame and beneath the image says, "Norman Houston; Co-founder; President 1945; Chairman 1967." A

label on the back reads, "L.E. Burnett; Jan Burnett; Frank's Picture Framing; 2422 West Seventh Street; Los Angeles, California 90057; Dunkirk 8-3810."

In addition, this portrait was painted in Los Angeles, at the Hotel Ambassador. Lee-Smith painted from a photograph and also had Houston sit for him.

Value: \$3,000

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| 9. | Artist: | Pajaud, William |
| | Title: | Sunflowers |
| | Medium: | oil on board |
| | Dimensions: | 36" x 23" (image) |
| | Year: | c. 1967 |
| | Condition: | Good. |
| | Subject Matter: | A still life of sunflowers. |
| | Notes: | Not signed. |
| | Value: | \$2,000 |
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| 10. | Artist: | Pajaud, William |
| | Title: | Wild Turkey |
| | Medium: | oil on board |
| | Dimensions: | 40" x 24" (image) |
| | Year: | c. 1989 |
| | Condition: | Good. |
| | Subject Matter: | This is a portrait of a wild turkey. |
| | Notes: | Signed ("Pajaud") lower right. The title, "Wild Turkey" refers to the brand name for bourbon. |
| | Value: | \$1,400 |
| | | |
| 11. | Artist: | unknown |
| | Title: | untitled (wooden sculpture) |
| | Medium: | wood |
| | Dimensions: | 11" high without base (image) |
| | Year: | unknown |
| | Condition: | Good. |
| | Subject Matter: | A man holds a bird. |
| | Notes: | Not signed. Possibly from Nigeria (the Ibo region). |
| | Value: | \$750 |

12. Artist: Van der Zee, James
 Title: Black Jews of Harlem
 Medium: sepia toned photograph
 Dimensions: 7 ¼" x 9" (image)
 Year: 1958
 Condition: Good.
 Subject Matter: A group portrait of African American Jews.
 Notes: It's signed "Van der Zee" and dated "1958" lower left; inscribed "Kehal Beth Israel 20 and Lenox Ave NYC lower center."
 Value: \$850
13. Artist: Woodard, Beulah
 Title: Cowrie Shell Mask
 Medium: wood, hair and cowrie shells
 Dimensions: 17 ½" x 6 ½" x 2" (image)
 Year: unknown.
 Condition: Good.
 Subject Matter: A mask similar to an African mask, made from cowrie shells.
 Notes: Not signed.
 Value: \$750
14. Artist: Woodard, Beulah
 Title: Dogon Mask
 Medium: wood, hair and cowrie shells
 Dimensions: 23 ¾" x 14 ¾" x 2" (image)
 Year: unknown.
 Condition: Good.
 Subject Matter: A mask similar to an African mask, made from wood and a small amount of metal. A note attached to the back of the piece indicates it's a funerary mask.
 Notes: Not signed.
 Value: \$850
15. Artist: Woodruff, Hale
 Title: The Negro In California History–Settlement and Development
 Medium: oil on canvas (mural)
 Dimensions: 16' 5" x 9' 3 1/4"
 Year: 1949
 Condition: Good. Some yellowing of the varnish. Needs cleaning.

- | | |
|-----------------|--|
| Subject Matter: | African Americans who played a key role in the development and progress of California, from approximately 1850 to 1949, are depicted in this mural. |
| Notes: | Signed ("Hale Woodruff") and dated ("1949") lower right. This mural is detachable from the wall. In fact, according to Gylbert Garvin Coker in an exhibition catalogue titled <i>Charles Alston: Artist and Teacher</i> , the mural was created in a studio on 158 th and Broadway, New York City. A photograph in that catalogue shows Woodruff and Charles Alston painting their respective large canvases in the studio. |
| Value: | \$350,000 |
-
- | | | |
|-----|-----------------|--|
| 16. | Artist: | Wyatt, Richard |
| | Title: | E. J. Johnson |
| | Medium: | oil on canvas |
| | Dimensions: | 28" x 22" (image) |
| | Year: | 1978 |
| | Condition: | Good. |
| | Subject Matter: | A three quarters length portrait of E. J. Johnson. |
| | Notes: | It's signed "Wyatt, Jr." and dated "78" lower right. |
| | Value: | \$1,500 |
-
- | | | |
|-----|-----------------|---|
| 17. | Artist: | Wyatt, Richard |
| | Title: | The Insurance Man (study for the mural by the same name) |
| | Medium: | graphite on paper |
| | Dimensions: | 14" x 6" (image) |
| | Year: | 1985 |
| | Condition: | Good. |
| | Subject Matter: | A. |
| | Notes: | It's signed "Wyatt, Jr." and dated "85" lower right; inscribed "Mural study entitled the 'Debit Man' 6' x 14' interior, artist Richard Wyatt, Jr. Site: Golden State Insurance Company" lower center. |
| | Value: | \$750 |
-
- | | | |
|-----|-------------|------------------|
| 18. | Artist: | Wyatt, Richard |
| | Title: | Woman with Roses |
| | Medium: | oil on canvas |
| | Dimensions: | 9" x 24" (image) |
| | Year: | 1984 |
| | Condition: | Good. |

Subject Matter:	A head and shoulders portrait of a woman with four red roses floating around her head.
Notes:	It's signed "Wyatt, Jr." and dated "84" lower right.
Value:	\$1,000

X. Works Consulted

Art Sales Index, 1980 to 2009

Art Price Index, 1993 to 2009

Artnet.com

AskArt.com

Barnwell, Andrea D. *Charles White (The David C. Driskell Series of African American Art: Volume 1)* San Francisco, CA: Pomegranate, 2002.

Charles White, 1918–1979. Los Angeles, CA: Heritage Gallery, 1985.

Davenport, R.J. *Davenport's Art Reference and Price Guide 1997-98*. Folsom, CA: Davenport Art Reference, 1997

Falk, Peter H., ed. *Art Price Index International 1998* Madison, CT: Sound View Press, 1997.

Historical Murals Golden State Mutual Life, Home Office: Los Angeles, California

Horowitz, Benjamin, et al. *Images of Dignity: The Drawings of Charles White* Los Angeles, CA: The Ward Ritchie Press, 1967.

Jennings, Corrine et al. *Charles Alston: Artist and Teacher* New York, NY: Kenkeleba Gallery, 1990.

Lewis, Samella. *Art: African American* Los Angeles, CA: Hancraft Studios, 1990.

Selected Pieces from the Afro American Art Collection, Golden State Mutual Life Insurance Company Los Angeles, CA: Golden State Mutual Life Insurance Company.

Wardlaw, Alvia J. *The Art of John Biggers: View from the Upper Room* New York, NY: Abrams, Inc, 1995.

XI. Other Sources Consulted

African Art Center, Inc., Houston, TX

Artcetera, Houston, TX

Davis, Dale

Hand Graphics, Santa Fe, NM

Heritage Gallery, Los Angeles, CA

Middlebrook, Willie

Pajaud, William

XII. Credentials

Education

1979 BA History, Towson State University, Towson, MD.
1992 MBA, Pepperdine University, Malibu, CA.
1993 - 1996 *Personal Property Valuation 201, 202, 203, and 204*, and, *Fine and Decorative Arts*, The American Society of Appraisers, Herndon, VA.
2000 *Problems in Maintaining an Appraisal Practice: New Legal Liability Issues*, New York University and the Appraisers Association of America
2002 *IRS Legal Guidelines: Appraisal Writing Seminar*, Appraisers Association of America, New York City.
2002 *The Basics of Appraising*, Appraisers Association of America, New York City
2003 *Working Relationships: Appraisers and Other Professionals*, Appraisers Association of America, New York City
2004 – National Conference, Appraisers Association of America, New York City
2005 – Uniform Standards of Professional Appraisal Practice
2006 – National Conference, Appraisers Association of America, New York City
2007 – Certification, Paintings & Drawings, American: African American Art
2007 – National Conference, Appraisers Association of America, New York City
2008 – National Conference, Appraisers Association of America, New York City

Associations

Certified Member of the Appraiser Association of America
Member of the Art Dealers Association of California

Published Articles and Essays

"Artis Lane," *St. James Guide to Black Artists*, edited by Thomas Riggs, published by St. James Press, Detroit in 1997, p. 313.
"Collecting Art," *Turning Point Magazine*, May/June/July 1999, p31.
"Emilio Cruz," *St. James Guide to Black Artists*, edited by Thomas Riggs, published by St. James Press, Detroit in 1997, p. 126.
"Journey From the Crossroads: Palmer Hayden's Right Turn," *International Review of African American Art*, Volume 16, Number 1, pp. 30-42.
"Tina Allen," *St. James Guide to Black Artists*, edited by Thomas Riggs, published by St. James Press, Detroit in 1997, pp. 7-8 .
"A Song for his Father: William Pajaud and the Jazz Funeral Tradition," *International Review of African American Art*, Volume 17, Number 2, pp. 2-13.
"A Child of the Universe...Speak Like a Child: Mildred Thompson and Walter Williams," *International Review of African American Art*, Vol. 21, No. 2, pp. 12-31.

Positions

1988 to Present, Owner/Director M. Hanks Gallery, Santa Monica, CA.
1992 to Present, Fine Art Appraiser
1992 to Present, Instructor, Art Appreciation Classes, M. Hanks Gallery.
2004 Instructor, *African American Art from Slavery to the Present*, University of San Diego.

EXHIBIT 11

HISTORICAL MURALS

GOLDEN STATE MUTUAL LIFE





*These are symbols rather than people—symbols of the
Black race's continuing contributions to world culture.*

Golden State Mutual,

recognizing the significance of preserving the image of Black settlers and the historical events surrounding their deeds. . . through realistic murals recaptures a segment of this era. "Let these describe the indescribable."

More than mere murals. . . these priceless panels incorporate documentary material, much of which appears in no annals of American history. California, (the home state of GSM), her early Black settlers, historical events, and physical terrain, dominate these murals. California was chosen, too, because of the availability of documents needed to relate the story. These murals, although native in scope, are also reflective of other states and Blacks who were prominent in their development. As such, they are a tribute to these men.

GSM is interested in perpetuating the true image of our forefathers; thereby also creating pride in young Black citizens in their splendid heritage. This booklet will be valuable to you. From its pages you will not only acknowledge the beauty and strength of the murals; but you will use the booklet as a reference guide in your pursuit of knowledge regarding Blacks and their many contributions to America's discovery, settlement, development and expansion.

Transforming

the vast unknown expanse of California into the nation's Golden State has been the work of farmers, industrialists, businessmen, artists, churchmen, and just plain citizens. In the early sixteenth century its vast wilderness excited adventuresome Old World explorers. Later, as a part of the United States it became a last frontier for the nation's pioneers, rich in resources and opportunity.

Now, it is a fabulous land of beautiful cities, verdant farmlands, huge industries—built by millions of people over hundreds of years. Among these builders are Blacks.

Golden State Mutual Life Insurance Company has retold a part of the little known story of Black people's contribution to California history through two mural paintings. Why historical murals in the offices of a financial institution? Such an institution cannot separate itself from the cultural life of its community. It has a responsibility not only to support but to stimulate all aspects of community development.

And what better way to encourage a people to greater accomplishment than through a constant reminder of their splendid heritage?

Information for the mural subjects was not readily available. It was due to the scholarly research of two Los Angeles citizens, Miriam Matthews, a librarian, and Titus Alexander, authority on Black history, that authentic facts on people and events were gathered for study and selection. (A warm expression of thanks is given to Miss Matthews for permission to quote generously from her annotated bibliography, "The Negro in California from 1781-1910," in developing this booklet.)

Artists Hale Woodruff and Charles Alston were commissioned to do the paintings. They visited state and private libraries in California and also sites of the historical events. The murals were unveiled in August, 1949, at ceremonies commemorating the new Home Office building. They cover two panels, 16' 5" by 9' 3 1/4". The Alston panel depicts "Exploration and Colonization," approximate period, 1527 to 1850; the Woodruff panel, "Settlement and Development," 1850 to 1949. These are the scenes and events recorded on the canvasses...

The Spanish Exploration

From 1527 to 1536, Alvar Nunez Cabeza de Vaca explored America overland from Florida to the west coast of Mexico. With him as a guide in this nine-year trek was Estevanico, an Arab Black from Morocco. Cabeza de Vaca was the first European to cross the North American continent. Although the expedition did not reach California, it was an important influence on later exploration of the west.

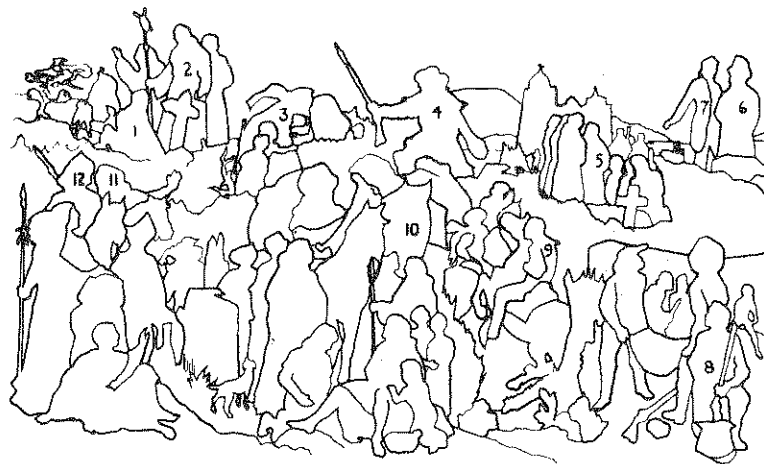
The story of a Black priest is told in the travels of Spanish Explorer Francisco Vasquez de Coronado, who aimed at California but reached only to Quivira, now usually placed by historians in the

state of Kansas. The Black and two other priests remained at Quivira, and were later killed by natives.

Blacks were among the first settlers migrating to California from Spain and Mexico. Several were with various Spanish missions. At San Carlos Mission (near Monterey) Ignacio Ramirez, a slave who had purchased his freedom, was given the first Christian burial by the Catholic Church in California in 1771. Father Junipero Serra and twenty-three friars officiated.

In 1781, Felipe de Neve, Spanish Governor of California, issued a mandate to establish the "Pueblo de La Reina de Los Angeles." The pueblo—later Los Angeles—was founded September 4, by twelve settlers and their families, forty-six persons in all. Almost fifty per cent of the adults and over seventy per cent of the children were of Black descent.

"THE NEGRO IN CALIFORNIA HISTORY—EXPLORATION AND COLONIZATION"
Charles Alston



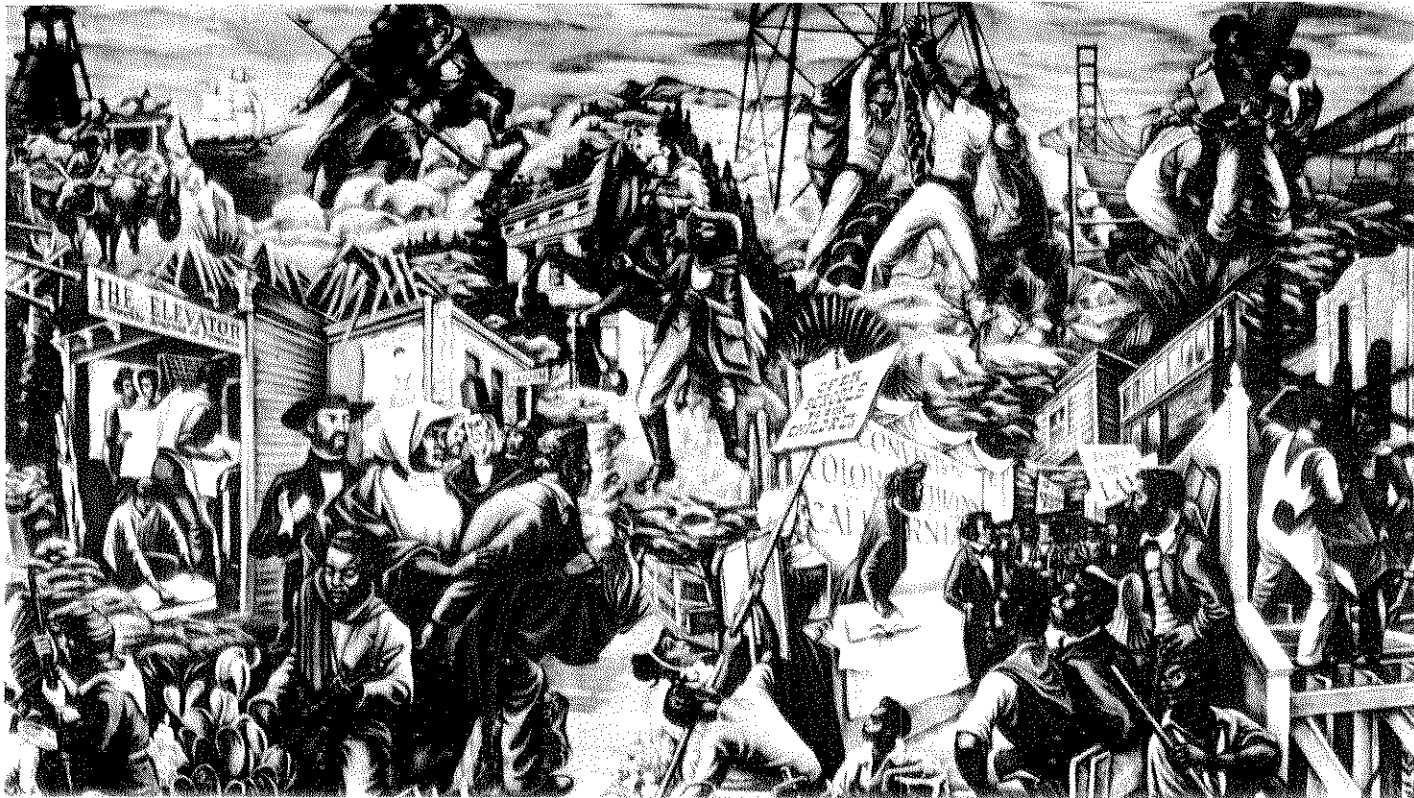
Key to the Charles Alston panel

1. Estevanico, guide with Cabeza de Vaca
2. Priest with Coronado expedition
3. Bidly Mason, philanthropist
4. James Beckwourth, discoverer of lowest pass across northern Sierras
5. Grave of Ignacio Ramirez, first Christian buried in California
6. William Leidesdorff, city government official, and trader
7. Thomas O. Larkin, U. S. Consul
8. John Grider at Sonoma
9. Jacob Dodson with Captain John C. Fremont
10. Founding of Los Angeles
11. Peter Ranne, guide
12. Jedediah Smith

CHARLES ALSTON PANEL



HALE WOODRUFF PANEL



“THE NEGRO IN CALIFORNIA HISTORY—SETTLEMENT AND DEVELOPMENT”
Hale Woodruff

Key to the Hale Woodruff panel

1. Gold mine workers
2. William Shorey, captain of whaling ship
3. Workmen on Boulder Dam
4. The San Francisco Bridge
5. The *Elevator*, militant newspaper of 1860's
6. Negro troops guarding transcontinental railroad crews
7. Mammy Pleasant, civil rights crusader
8. Pony Express riders, station attendants
9. Convention of Colored Citizens of California
10. Growth of Golden State Mutual Life



The American Exploration

In 1842, John C. Fremont, the “pathfinder,” made his first exploration of the west. In his official party was a free “colored” lad of eighteen, Jacob Dodson of Washington, D.C., a volunteer. Dodson is credited with the discovery of Fremont Pass near Los Angeles, and as having accompanied Fremont in the discovery of Klamath Lake.

Discovery of Beckwourth Pass in the spring of 1850, the lowest point across the northern Sierra Nevada mountains, is probably the outstanding achievement of James P. Beckwourth, noted Black scout, trapper, trader and adventurer who came to California in 1844. The spectacular Feather River Highway follows the route used by

Beckwourth to guide the early immigrant wagon trains through Beckwourth Pass, subsequently used by the thousands of gold seekers who poured into California. A city, a valley, and a mountain in Northern California also bear Beckwourth’s name, and a monument is erected to his memory at the summit of the Pass.

American settlers in mid-nineteenth century, eager to declare California free of Mexican rule, arranged the historic Sonoma revolt in 1846, prematurely establishing an “Independent California Republic.” With this group were several Blacks, one being Jacob Dodson of Captain Fremont’s expedition; another was John Grider who performed a special service for this shortlived republic. Its makeshift flag was designed with a “bear enpassant.” Paint was needed, and Grider found it, as he stated later, “in the loft of an old barn nearby.”

Under the American Flag

When California came under American rule in 1846, Mexican officials at San Francisco fled, leaving the Mexican flag and official documents with William Alexander Leidesdorff, Vice Consul to Mexico under U.S. Consul Thomas Larkin. (Leidesdorff's official report on the Sonoma Revolt was published for the first time in 1939.)

Leidesdorff, of Danish-Black parentage, came to San Francisco in 1841 and remained as a trader. His was the first steamship to pass through the Golden Gate up the Sacramento River to Sacramento, November 28, 1847.

He acquired extensive real estate holdings in San Francisco. In 1846 he built a storeroom and dwelling at Clay and Kearney Streets; in 1847, a

warehouse and the city's first wharf at Leidesdorff (named for him) and California Streets where the American Trust Building now stands.

Leidesdorff's home, said then to be San Francisco's finest residence, was the scene of the official banquet honoring Governor Stockton, and the first officer's ball under the American occupation.

Leidesdorff was also city treasurer, a member of the first city council, the first school committee, and collector of the Port. His death, May 18, 1848, was widely mourned. A memorial stone marks his grave in the Mission Dolores.

The Leidesdorff correspondence is a valuable source of historical information for the colorful and exciting 1840-1850 period of California. The papers are in Huntington Library at San Marino, and with the Larkin Documents in Bancroft Library at Berkeley.

Building a Free State

Though California was admitted to the Union in 1850 as a free state, slavery and a denial of civil rights to minority groups were focal points of a long, sometimes violent, struggle.

In 1855 the "Convention of Colored Citizens of California" was called in San Francisco to formulate plans for improving their status. This organization and its committees were responsible for repeal of many harsh and restrictive laws.

The Fugitive Slave Laws which legalized the kidnapping of "free Negroes," were finally quelled. Other rights were also won: of testimony in the law courts, of non-segregated education in public schools, of riding on street cars, and of homesteading public lands.

Foremost among the early militant newspapers owned and edited by Blacks was *The Elevator*. Published under the motto, "Equality before the Law," it became the voice of the "Colored Convention's" executive committee.

Mary Ellen Pleasant, known as "Mammy" Pleasant, made exciting history in her fight for civil rights in San Francisco and the nation. "Freedom" was her personal byword. Recorded in her deeds were the \$30,000 she donated to buy rifles for the John Brown Raid at Harper's Ferry, and trips south to help Blacks escape the bondage of slavery.

To Los Angeles in 1851 came Biddy Mason, young slave woman, who became known for her philanthropy. She crossed the desert on foot, driving a herd of sheep behind her master's wagon train, later securing her freedom through the Los Angeles courts. Hard working, frugal, and a shrewd investor, she amassed a fortune in real estate from her first property investment in two lots between Spring and Broadway, Third and Fourth Streets.

Industry and Business

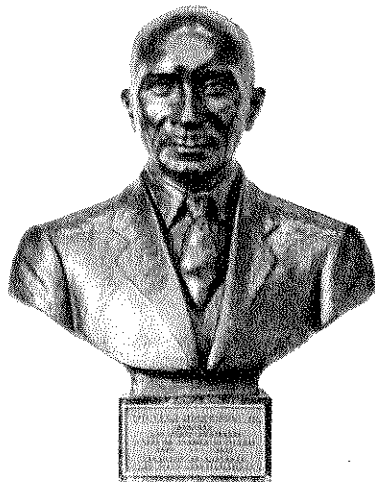
Industrially, gold mining developed experts like Moses Rodger, who became one of the best mining engineers in the state; owners of mines like Gabriel Simms, Abraham Freeman Holland, James Cousins, and others. Mine laborers sent more than a million dollars to the south to purchase freedom for themselves and their families.

In the "wild west" the building of the transcontinental railroads was fraught with danger from Indian attacks and banditry. A guard was as important as the workman. This protection was given by Black regiments of the 9th and 10th cavalry, the 24th and 25th Infantry of the United States Army.

In the short but dramatic existence of the Pony Express, George Monroe became an express rider over the route from Merced to Mariposa. After the Wells Fargo Company took over the Express, William Robinson of Stockton was employed as mail carrier from Stockton to the mines.

On the high seas, William Shorey, pioneer sea captain and master of whaling vessels plied his trade in the Pacific Waters from 1887 to 1909.

Symbolizing twentieth century industrial development to which Blacks gave their skills and energies are the Boulder Dam and the San Francisco Bridge. Black building crews played important roles in these dangerous construction projects, winning both commendation and prizes for their working speed and efficiency.



The sculptured bronze bust of Golden State Mutual's founder also has a permanent place in the lobby of the company's home office...the bronze piece is an employee memorial to William Nickerson, Jr., founder and first president...the sculptor...Richmond Barthe.

Hundreds of California business enterprises began on "shoestring" capital, but with ingenuity and imagination became successful, helping to enrich the state. Golden State Mutual is depicted in the murals as a symbol of this growth process. Its birthplace in 1925 was a store-front office. Construction of the office building which houses the murals was made possible after twenty-three years in business. From almost non-existent capital, the company has increasing millions in assets as insurance service is provided for more and more people.

More than a dramatic portrayal of past accomplishment, the murals on "The Negro in California History" become inspiration for future achievement.

GOLDEN STATE MUTUAL LIFE, SERVING YOUR LIFE INSURANCE NEEDS SINCE 1925, IS LICENSED IN: CALIFORNIA, OREGON, ARIZONA, INDIANA, ILLINOIS, MICHIGAN, TEXAS, OKLAHOMA, HAWAII, MINNESOTA, GEORGIA, DISTRICT OF COLUMBIA, LOUISIANA, NEVADA, FLORIDA, MARYLAND, KENTUCKY, VIRGINIA, TENNESSEE, KANSAS, MISSOURI, MISSISSIPPI, AND NORTH CAROLINA.

OUR MISSION IS TO HELP PEOPLE PROVIDE FOR LIFE'S MAJOR EVENTS: EDUCATION, HEALTH, RETIREMENT AND FINAL EXPENSES.

GOLDEN STATE MUTUAL LIFE

HOME OFFICE: LOS ANGELES, CALIFORNIA



EXHIBIT 12

COMMUNITY ART & CULTURE



Preserving
the Past

Golden State Mutual's Murals: A Legacy of African American Art

By MARSHA D. MITCHELL

In the late 1940s, Golden State Mutual Life Insurance Company recognized the significance of preserving the images of Black settlers and historical events surrounding their deeds and recaptured a segment of this era through realistic murals. Located on the corner of Wester and Adams, these panoramic scenes are more than just murals, these priceless panels showcase documentary material, much of which appears in no annals of American history. California, her early Black settlers, historical events, and physical terrain, dominate these murals.

Artists Hale Woodruff and Charles Alston were commissioned to do the paintings. They visited state and private libraries in California and also sites of the historical events. Hale Woodruff was an artist who sought to express his heritage in his abstract painting. He studied abroad at the Académie Moderne in Paris with Henry Ossawa Tanner in 1927. Alston's interest in art began early. In 1925, he enrolled at Columbia University in New York City where he studied art and art history.

California was chosen as the subject of these murals because of the availability of documents needed

to relate the story. These murals, although native in scope, were also meant to tell the stories of other states and Blacks who were prominent in their development. The murals were unveiled in August, 1949 at ceremonies commemorating the new Home Office building of Golden State Mutual Life Insurance Company. The company was founded in 1925 by William Nickerson Jr who sought to end discriminatory practices in the insurance industry.

The 1948 Moderne office building had been hung with a

CONTINUED ON NEXT PAGE



Harlem Renaissance stars Charles Alston and Hale Woodruff were commissioned to create murals in the lobby. More than mere murals, these priceless panels incorporate American history, specifically California, her early Black settlers, historical events, and physical terrain, dominate these murals.

dazzling array of some of the greatest names in African-American art from Romare Bearden to Jacob Lawrence. In addition to the murals, appraised at \$5 million, Golden State also boasted a collection of black art that included paintings, sculptures, prints and drawings with an estimated value of \$1.5 million.

"It was one of the finest collections in the West in terms of African-American culture and art. It was like a museum," said Samella Lewis, art historian and founder of the Museum of African American Art in Los Angeles.

Although 94 pieces were sold through Swann Galleries in New York in October of 2007, there are still many provocative pieces housed in the 68-year-old building designed by famed African American architect Paul Williams, including an original photograph by James Van Der Zee. Golden State began collecting black art in 1957

at the suggestion of artist William Pajaud, an art director at the company. There were nearly 250 works by African American artists painstakingly assembled by Pajaud during his 30 years at the company. Such luminaries as Elizabeth Catlett and Beulah Woodward hung beside artists like Varnette Honeywood and John Riddle, not to mention the amazing sculptures including a bronze bust of William Nickerson Jr., founder of Golden State created by Richmond Barthe. Pajaud bought and eventually filled the hallways, private offices, and lobby with artwork on an annual budget of \$5,000 a year. Pajaud said when he initially started buying for Golden State, opportunities for black artists were few.

"We literally had no place to show our work," Pajaud explained once in an interview. "I thought about everything that went into that collection as a legacy for the black people."

EXHIBIT 13

SWANN

A U C T I O N G A L L E R I E S

104 East 25th Street New York, NY 10010
Telephone 212 254 4710 Fax 212 979 1017
www.swanngalleries.com

SALES AGREEMENT

Golden State Mutual Life Insurance Co. In Conservation
1999 West Adams Boulevard
Los Angeles, CA 90018

Customer #94285
November 9, 2009

This Agreement confirms arrangements whereby you ("Seller") are authorizing Swann Galleries, Inc. ("Swann") to sell on your behalf property ("Property") as indicated herein which Swann, as your agent, will sell as a private treaty sale to a buyer ("Buyer") subject to the provisions set forth below and in the Conditions of Sale, Limited Warranty, and Advice to Prospective Bidders printed in our catalogues.

1. **PROPERTY DESCRIPTION:** Makeup and description of the Property is at our sole discretion. We are not liable for any errors or omissions in the descriptions of the Property and make no guarantees, representations, or warranties whatsoever to you with respect to the Property, its authenticity, condition, value, or otherwise.

2. **COMMISSIONS:** For its services, Swann will receive and retain from the proceeds of the sale a 6.5% commission from Seller based on the successful sales price of the Property. In addition, Swann will collect from the Buyer, and retain as additional commission, a premium of 20% ("Buyer's Premium").

3. **ESTIMATES:** Pre-sale estimates are intended as guides to prospective bidders. We make no representation or warranty of the anticipated selling price of the Property, and no estimate or appraisal by us of the selling price of the Property may be relied upon as a prediction of the actual selling price. The estimate of the Property is anticipated to be \$3,200,000/\$4,000,000.

4. **RESERVES:** The Property will be sold subject to a reserve price of \$2,200,000. That is, the minimum price below which the Property will not be sold ("Reserve Price"), without Seller's express permission. The Reserve Price shall not include the Buyer's Premium or any taxes.

4A. **CONDITION OF SALE - COURT APPROVAL:** Seller represents that the sale of the Property is subject to prior court approval pursuant to Section 1037(d) of the California Insurance Code. If and when a Buyer agrees to purchase the Property hereunder, Seller shall apply to the California Superior Court for an order granting Seller the authority to complete the sale. Swann shall advise prospective buyers that court approval of sale is required and that a Buyer shall have no right or claim whatsoever against Swann or Seller in the event that court approval is not obtained; provided further, that a Buyer may cancel the sale at its sole option, by giving written notice to Swann, if such court approval is not obtained on or before 30 days following the sale.

5. **REPRESENTATIONS:** You represent and warrant that (i) you are the sole owner of the Property; (ii) you have, and will continue to have, full legal right and power to cause the Property to be consigned and sold; (iii) the Property is, and until the completion of the sale by Swann will remain, free and clear of all liens, claims, and encumbrances of third parties; (iv) upon sale, good title and right to possession will pass to the Buyer free of any such liens, claims, and encumbrances; (v) you have provided Swann with any information you have concerning the provenance of the Property; and (vi) there are not, and until the conclusion of sale by Swann there will not be, any restrictions on Swann's right to photograph, reproduce photographs of, or exhibit the Property. Swann retains the exclusive copyright to all catalogue and other illustrations and descriptions of the Property created by Swann. Your representations and warranties are for the benefit of Swann and the Buyer of the Property, and such representations and warranties shall survive the completion of the transactions contemplated herein. You will indemnify, defend, and hold Swann harmless from and against any and all claims, actions, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) relating to the breach or alleged breach of any of your agreements, representations, or warranties contained in this Agreement.

6. **RESCISSION:** You authorize us to accept the return of and rescind the sale of any Property at any time, notwithstanding any limitation as to time or any other condition set forth in the Conditions of Sale, and whether or not we are legally required to do so, if we, in our best judgment believe (i) that any book, upon collation, is defective in text or illustration; or (ii) that any Property other than a book is not genuine; or (iii) that any Property is not as represented in our description; or (iv) that the offering or sale of any Property has subjected, or may subject, us and/or you to any liability to the Buyer pursuant to the laws of the City or State of New York or the State of California or the U.S. government under any warranty expressed or otherwise implied. In any such event, we are further authorized to refund or

credit the Buyer with the purchase price of the Property. You agree to reimburse us on request in an amount equal to any sales proceeds remitted to you with respect to the Property, plus any other expenses incurred by us in connection with the Property, and thereupon the Property will be released to you. You further agree to indemnify, defend, and hold us harmless from and against any claims, suits, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from or out of any claim by a Buyer, or any person who shall state he is claiming through a Buyer, and arising out of or resulting from our offering for sale or selling any Property set forth in (i), (ii), (iii), or (iv) above, or 4A above, whether or not it has been returned to us.

7. **SETTLEMENT:** Settlement with you will be made after receipt by Swann of payment in full from the Buyer and confirmation from both Buyer and Seller that Property has been accepted by the Buyer. The proceeds of the sale will be held in an escrow account to be established by Swann and upon release from escrow will be first be applied to the repayment of any out-of-pocket expenses incurred on your behalf (but only to the extent such expenses have been approved by Seller in advance, such approval not to be unreasonably withheld), then to any other amounts due Swann (whether arising out of the sale of the Property or otherwise), then to costs authorized by this contract, and then to commissions. The balance due will be forwarded to you, provided we have no knowledge of breach or failure of any of your representations and warranties, and no person has made a claim or demand with regard to the sale or Property. Settlement and payment shall not constitute a waiver or release of any of your obligations or liabilities.

8. **NON-PAYMENT:** We assume no responsibility for, and are under no obligation to sue or otherwise enforce, payment by Buyer for Property sold. At our sole discretion, we may either (i) enforce in your or our name any and all of your and our rights against the Buyer (in which event your prior approval shall be required, and you shall share the expenses thereof); (ii) cancel the sale and resell the Property for your account privately, subject to our commissions; (iii) cancel the sale and release the Property to you. Under no circumstances shall Swann be liable to you for any consequential damages as a result of non-payment by the Buyer.

9. **TERM:** This Agreement shall remain in effect through February 28, 2010 unless extended by mutual agreement.

10. **MISCELLANEOUS:** This Agreement constitutes the entire agreement and understanding between the parties with respect to the transactions contemplated herein and supersedes all prior agreements relating to the Property. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. In the event of a dispute hereunder, (i) Seller hereby consents to the exclusive jurisdiction of the courts of the State of New York and the Federal courts of the United States of America located in the Southern District of New York, and (ii) neither party shall be liable to the other for any consequential damages. This Agreement shall be binding upon Seller's heirs, distributees, executors, legal representatives, successors, and assigns.

Please confirm your acceptance of the foregoing terms by dating, signing, and returning to us one copy of this Agreement.

SWANN GALLERIES, INC.

By 

Accepted and agreed to:

**Insurance Commissioner of the State of California in his capacity as
Conservator of Golden State Mutual Life Insurance Co.**

Proceeds of sale(s) to be payable to:

Golden State Mutual Life Insurance Co. In Conservation

By _____

David E. Wilson, Special Deputy Insurance Commissioner

Dated: _____

Property Listing:

1. Charles Alston, "The Negro in California History: Exploration and Colonization", oil on canvas, 1949.
2. Hale Woodruff, "The Negro in California History: Settlement and Development", oil on canvas, 1949.

EXHIBIT 14

Our Mission

On behalf of the Insurance Commissioner, the CLO acts to rehabilitate and/or liquidate, under Court supervision, troubled insurance enterprises. The CLO operates as a fiduciary for the benefit of claimants, handling the property of the failed enterprises in a prudent, cost-effective, fair, timely, and expeditious manner.



P.O. Box 26894
San Francisco, California
94126-0894
Tel: 415.676.5000
Fax: 415.676.5002
www.caclo.org

CONSERVATION & LIQUIDATION OFFICE

To: Persons Interested in Purchasing the Art Collection and/or Historical Materials of Golden State Mutual Life Insurance Company in Conservation

From: Conservator for Golden State Mutual Life Insurance Company in Conservation

Date: June 25, 2010

Founded in 1925, Golden State Mutual Life Insurance Company ("GSM") made history as the first African American owned insurance company to be established west of the Mississippi. As the company grew and developed over the years, GSM increased in prominence, becoming a central figure in the development of African American businesses in America.

Over the years GSM amassed a significant collection of art by prominent African and African American artists, and has maintained a large amount of historical materials. GSM's art collection and historical materials include two removable murals on canvas, approximately 120 paintings, sculptures, photographs and mixed-media pieces, and numerous documents, photographs and recordings relating to GSM, its history and founders. An inventory of the art collection with photographs can be viewed at www.caclo.org/GoldenStateMutual/ArtCollection.

On September 30, 2009, the Los Angeles Superior Court ordered and appointed the Insurance Commissioner of the State of California to serve as Conservator ("Conservator") of GSM. The Order Appointing Conservator authorizes the Conservator to sell GSM's property at its reasonable market value. Accordingly, the Conservator has prepared a Request for Proposals ("RFP") for the purpose of soliciting proposals from collectors, museums, historians, preservationists, educational institutions, researchers and the public for the purchase, in whole or in part, of GSM's art collection and historical materials.

As indicated in the RFP, all proposals for the purchase of GSM's art and/or historical materials, in whole or in individual items, must be in writing, comply with the instructions and requirements set forth in the RFP including payment of 25% of the proposed purchase price, and be received by GSM by 4:00 p.m., PDT, Thursday, July 30, 2010, at the following location:

**Golden State Mutual Life Insurance Company in Conservation
Attention: Scott Pearce, Chief Estate Trust Officer
1999 West Adams Boulevard
Los Angeles, California 90018-3514
Facsimile: (323) 732-2139**

No oral, telephonic or non-written proposals or modifications of proposals will be considered. Proposals that do not comply with the instructions set forth herein or are received after the submission deadline may be rejected within the Conservator's sole discretion.

Interested parties may view GSM's artworks and historical materials at GSM's main office in Los Angeles prior to submission of a proposal. A maximum of two (2) hours will be allotted per bidder. Requests for an appointment must be addressed to:

**Joshua Solomon
Consultant
Golden State Mutual Life Insurance Company in Conservation
1999 West Adams Boulevard
Los Angeles, California 90018-3514
Tel: (323) 419-3630.
Fax: (323) 732-2139**

The Conservator anticipates recommending selected bidders by August 31, 2010; although, the Conservator reserves the right to extend this date in his sole discretion.

It is the intent of the Conservator to sell GSM's art collection and historical materials after the designation of selected bidders. As such, upon selection of winning bidders, except for items having a market value of \$20,000 or more as set forth in Section H of the RFP, the selected bidder will have 14 days to complete the purchase including full payment of the purchase price. For purchases requiring the approval of the Los Angeles Superior Court as set forth in Section H of the RFP, the selected winning bidder will have 14 days after the Court's approval of the purchase to complete the purchase including full payment of the purchase price.

Please note the Conservator is under no affirmative obligation to sell GSM's art or historical materials or any part thereof, and may, in his sole discretion, reject any or all bids received, in whole or in part; continue or discontinue this Request For Proposals without liability to any bidder or potential bidder; request clarification, additional information and/or new bids from some or all bidders; make counter offers to some or all bids; accept bids based upon factors other than the highest price; select one or more bids subject to further negotiations and/or approval of the Los Angeles Superior Court; and/or take any other action that the Conservator deems appropriate.

I encourage you to contact Joshua Solomon at the number and address above to schedule an in-person viewing of GSM's art collection and historical materials or with any questions you may have, and to view the art collection at www.caclo.org/GoldenStateMutual/ArtCollection.

I appreciate your interest.

Very truly yours,



David E. Wilson
Chief Executive Officer and Special Deputy Insurance Commissioner

Date: June 25, 2010

REQUEST FOR PROPOSALS

BY THE INSURANCE COMMISSIONER OF THE STATE OF CALIFORNIA
IN HIS STATUTORY CAPACITY AS CONSERVATOR OF
GOLDEN STATE MUTUAL LIFE INSURANCE COMPANY IN CONSERVATION

**FOR THE SALE OF THE ART AND HISTORICAL MATERIALS
OF
GOLDEN STATE MUTUAL LIFE INSURANCE COMPANY IN CONSERVATION**

**PROPOSAL SUBMISSION DEADLINE
JULY 30, 2010, AT 4:00 P.M. PST**

Notice is hereby given that proposals must be received by Golden State Mutual Life Insurance Company in Conservation ("GSM") at the address stated below by 4:00 p.m., PST, Thursday, July 30, 2010, for the purchase of GSM's art and historical materials, in whole or in individual items, in accordance with the requirements set forth herein and/or as determined by the Insurance Commissioner of the State of California in his statutory capacity as Conservator ("Conservator") of GSM in his sole discretion or the Los Angeles Superior Court overseeing GSM's conservation. Please carefully read and follow the instructions set forth herein. Proposals must comply with the instructions set forth herein, be submitted with the payment required, and be received at:

Golden State Mutual Life Insurance Company in Conservation
Attention: Scott Pearce, Chief Estate Trust Officer
1999 West Adams Boulevard
Los Angeles, California 90018-3514
Facsimile: (323) 732-2139

NO ORAL, TELEPHONIC OR NON-WRITTEN PROPOSALS OR MODIFICATIONS OF PROPOSALS WILL BE CONSIDERED. PROPOSALS THAT DO NOT COMPLY WITH THE INSTRUCTIONS SET FORTH HEREIN OR ARE RECEIVED AFTER THE SUBMISSION DEADLINE MAY BE REJECTED WITHIN THE CONSERVATOR'S SOLE DISCRETION.

THE CONSERVATOR IS UNDER NO AFFIRMATIVE OBLIGATION TO SELL GSM'S ART OR HISTORICAL MATERIALS OR ANY PART THEREOF, AND MAY, IN HIS SOLE DISCRETION, REJECT ANY OR ALL BIDS RECEIVED, IN WHOLE OR IN PART; CONTINUE OR DISCONTINUE THIS REQUEST FOR PROPOSALS WITHOUT LIABILITY TO ANY BIDDER OR POTENTIAL BIDDER; REQUEST CLARIFICATION, ADDITIONAL INFORMATION AND/OR NEW BIDS FROM SOME OR ALL BIDDERS; MAKE COUNTER OFFERS TO SOME OR ALL BIDS; ACCEPT BIDS BASED UPON FACTORS OTHER THAN THE HIGHEST PRICE; SELECT ONE OR MORE BIDS SUBJECT TO FURTHER NEGOTIATIONS AND/OR APPROVAL OF THE LOS ANGELES SUPERIOR COURT; AND/OR TAKE ANY OTHER ACTION THAT THE CONSERVATOR DEEMS APPROPRIATE.

I. INTRODUCTION

On September 30, 2009, the Los Angeles Superior Court ordered and appointed the Insurance Commissioner of the State of California to serve as Conservator (“Conservator”) of Golden State Mutual Life Insurance Company (“GSM”). The Order Appointing Conservator authorizes the Conservator to sell GSM’s property at its reasonable market value. A copy of the Order Appointing Conservator can be reviewed at the Insurance Commissioner’s Conservation & Liquidation Office’s website at www.caclo.org by clicking on the “Insolvent Insurers” tab, then choosing “Golden State Mutual Life Insurance Company.”

GSM’s property includes a collection of art and historical materials. An inventory of the art collection with photographs can be reviewed at www.caclo.org/GoldenStateMutual/ArtCollection.

By this Request For Proposals (“RFP”), the Conservator seeks proposals for the purchase, in whole or in part, of GSM’s art collection and historical materials.

II. BRIEF DESCRIPTION OF ART COLLECTION AND HISTORICAL MATERIALS OFFERED FOR SALE

GSM’s art collection and historical materials include two removable murals on canvas, approximately 120 paintings, sculptures, photographs and mixed-media pieces, and numerous documents, photographs and recordings relating to GSM, its history and founders, the GSM Building and its construction, the insurance industry and items of historical interest.

A. Historical Removable Murals - Oil On Canvas

1. Charles Alston, “The Negro in California History: Exploration and Colonization”, oil on canvas, 1949.
2. Hale Woodruff, “The Negro in California History: Settlement and Development”, oil on canvas, 1949.

Commissioned by GSM for its new home office on West Adams Boulevard in 1947 and unveiled in 1949, the murals were painted in New York by artists Charles Alston and Hale Woodruff. The murals depict the contributions of African Americans to California’s history. The first mural depicts the years 1527 to 1850, and the second depicts the years 1850 to 1949.

Each mural is oil on canvas, measures approximately 16 feet, 5 inches by 9 feet, 3 inches, and is removable. The murals are currently located in GSM’s offices on West Adams Boulevard in Los Angeles. Removal and transportation of the murals, and all costs and expenses associated therewith, are the sole responsibility of the purchaser.

Photographs of the murals can be viewed at www.caclo.org/GoldenStateMutual/ArtCollection.

Available for purchase with the murals are the following related items:

1. A film of Charles Alston and Hale Woodruff traveling through California, researching their subject matter in 1947 (film condition unknown);
2. Photographs of the murals and the artists; and
3. GSM internal publications containing articles and depictions of the artists, their research efforts and the murals.

B. Art Collection

GSM's art collection includes approximately 120 paintings, sculptures, photographs and mixed-media works by African and African American artists. The collection was principally assembled by visionary Los Angeles artist William Pajaud over the course of his 30-year tenure at GSM from 1957 through 1987, and includes works by John Riddle, Elizabeth Catlett, Richard Wyatt, Richmond Barthe, James Van der Zee, Mr. Pajaud and others.

An inventory with photographs of the art collection can be viewed at www.caclo.org/GoldenStateMutual/ArtCollection.

C. Historical Materials

GSM's historical materials consists of a vast and varied collection of documents, photographs and recordings relating to the company, its founders, officers and employees, the Building and its construction, the insurance industry, and much more. The following is a partial list and description of the materials:

1. The personal collected papers of GSM founder William Nickerson, Jr. spanning the years 1921 through 1939, including his rail ticket to California from Texas along with the letter from Southern Pacific Railroad regarding Mr. Nickerson's traveling party.
2. Collections of the original, typewritten speeches given at various historic events by GSM's founders, with handwritten corrections and notations.
3. Extensive collections of newspaper clippings, magazine articles and other outside publications about GSM, its art collection and its founders.
4. Internal publications including GSM's produced monthly "magazines" with news about the company and its people for a substantial portion of its 85 years. It is unknown at this time whether this collection is complete. Numerous issues of the "Messenger" and the "Golden Pen" are available.
5. 16mm and 8mm movies of the construction of the Building, various company events and the aforementioned research trip by the muralists.
6. Audio recordings on magnetic tape and phonograph records. Includes GSM's founders' addresses to the employees and agents, interviews, radio

programs and radio advertisements.

7. Audio recording of a speech by Robert F. Kennedy on July 26, 1962, before the National Insurance Association at the Statler Hotel in Los Angeles as well as photographs of the event.
8. Thousands of photographs, slides and negatives dating to GSM's earliest days, and featuring the founders, agents, employees of the company, the Building from its construction and throughout its history as well as the many famous and influential people who passed through GSM's doors over the years including Dr. Martin Luther King, Reverend Jesse Jackson, Joe Louis, Lena Horne, Bill Cosby and many others.
9. Advertising materials spanning GSM's 85-year history, including company flyers, copies of print ads and a large collection of original clipart and photographs relating to same.
10. A copy of an unpublished manuscript on the history of GSM.
11. A number of books ranging from mid-19th century to early/mid-20th century.
12. GSM promotional materials including pens, coffee cups, neckties, pins, medals and other items.
13. Blueprints relating to the Building and GSM's district offices.
14. The commemorative trowel used to set the cornerstone of the building in approximately 1948.

III. INFORMATION FOR BIDDERS

A. Request for Proposal Deadline

All proposals for the purchase of GSM's art and/or historical materials, in whole or in individual items, must be in writing, comply with the instructions and requirements set forth herein including payment of 25% of the proposed purchase price for each item, and be received by GSM by 4:00 p.m., PST, Thursday, July 30, 2010, at the following location:

Golden State Mutual Life Insurance Company in Conservation
Attention: Scott Pearce, Chief Estate Trust Officer
1999 West Adams Boulevard
Los Angeles, California 90018-3514
Facsimile: (323) 732-2139

B. Selection Consideration

All proposals submitted in the required format will be given consideration by the Conservator who, in his sole discretion, will decide whether to accept or reject any particular proposal. Factors that may be considered by the Conservator in selecting a proposal include, without limitation, the following, presented in no particular order of significance:

- Financial aspects of the proposal, including purchase price and terms of payment;
- Size, financial strength and professional reputation of bidder;
- Amount of the Collection bidder is willing to purchase; and
- Intended use and disposition of the items purchased.

C. Location For Delivery Of Purchased Items

All purchased items are to be picked up from GSM's main office located at 1999 West Adams Boulevard in Los Angeles, California no later than 7 days after completion of the purchase.

D. Viewings By Appointment Only

Interested parties may view GSM's artworks and historical materials at GSM's main office in Los Angeles prior to submission of a proposal/bid. A maximum of two (2) hours will be allotted per bidder. **Requests for an appointment must be addressed to:**

Joshua Solomon

Consultant

Golden State Mutual Life Insurance Company in Conservation

1999 West Adams Boulevard

Los Angeles, California 90018-3514

Tel: (323) 419-3630

Fax: (323) 732-2139

Viewings will be scheduled on a first request, first served basis. There is no guarantee of a viewing. To the extent there is not sufficient time to reasonably schedule all requested viewings before the July 30, 2010 submission deadline, the Conservator reserves the right in his sole discretion to reject viewing requests and/or continue the RFP submission deadline.

E. Discussion With Bidders And Prospective Bidders And Revisions To Proposals

In the Conservator's sole discretion, discussions may be conducted with bidders and/or prospective bidders for the purpose of clarification of, and/or providing information concerning, the RFP process, proposals, revisions to proposals, the removable murals, GSM's art collection, GSM's historical materials, and other items related to this RFP and/or offered for purchase.

F. Selection of Winning Bidder

It is the intent of the Conservator to sell GSM's art collection and historical materials after the designation of selected bidders. The Conservator anticipates recommending selected bidders for

GSM's art collection and historical materials by August 31, 2010; however, the Conservator reserves the right to extend this date or modify this process in his sole discretion.

G. Completion of Purchase

Upon selection of a winning bidder, except for items having a market value of \$20,000 or more as set forth in Section H immediately below, the bidder will have 14 days to complete the purchase including full payment of the purchase price. For purchases requiring the approval of the Los Angeles Superior Court as set forth in Section H immediately below, the selected winning bidder will have 14 days after the Court's approval of the purchase to complete the purchase including full payment of the purchase price. In the event the Los Angeles Superior Court does not approve the purchase, the purchase will be null, void and of no further effect.

H. Acknowledgement of Necessity of Conservation Court Approval For Certain Purchases.

The Conservator hereby advises, and by submitting a proposal the bidder hereby acknowledges and agrees, that to the extent any of GSM's art or historical materials have a market value of \$20,000 or more, regardless of the amount offered in the proposal, (a) the sale of any such property requires the approval by the Los Angeles Superior Court overseeing GSM's conservation, (b) the proposal for the purchase of such property is contingent on the approval by the Los Angeles Superior Court, and (c) any proposal and/or sale of such property is null, void and of no further effect without the approval of the Los Angeles Superior Court. The Conservator anticipates that after the selection of a winning bidder it will take approximately 60 days to apply for and receive the approval of the Los Angeles Superior Court for the sale of property.

IV. INSTRUCTIONS FOR SUBMITTING PROPOSALS AND PROPOSAL CONTENT REQUIREMENTS

Each proposal/bid must be submitted on the form provided. Additional pages may be attached if necessary. Proposals must be complete in all aspects. A proposal may be rejected if it is conditional or incomplete in any respect. The following must be submitted with your proposal:

1. Name, address and telephone number of bidder or bidders. For business entities, the following must be provided:
 - a. Official registered name (Corporate, D.B.A., Partnership, etc.), address, main telephone number, facsimile numbers and e-mail address.
 - b. Contact person, title, address (if different from above address) and direct telephone number and e-mail address.
 - c. Person authorized to contractually bind the bidding organization for any proposal submitted pursuant to the RFP.
2. Identification of each item to be purchased by use of the attached inventory.
3. Purchase offer amount for each item to be purchased.
4. Any additional terms or conditions requested by the bidder.
5. **Payment of 25% of the proposed purchase price for each item, payable to**

“Golden State Mutual Life Insurance Company in Conservation.” This payment will be (i) returned to unsuccessful bidders after the selection of a winning bidder, or (ii) retained by GSM if the bidder is selected as the winning bidder and the transaction is not consummated within the time required due to an act or omission within the control of the bidder, or (iii) returned to the selected bidder if the transaction is not consummated due to an act or omission within the control of GSM or the Conservator, or (iv) applied to the purchase price. All interest earned on the payment will be retained by the Conservator to partially cover the expenses of the RFP process.

6. Disclosure of any relationships, current or past, with GSM or the Conservator or their staff or representatives. The Conservator considers it to be a potential conflict of interest if a bidder or any of its personnel have current and/or prior business transactions or relationships with GSM, the Conservator or their staff or representatives, and therefore requires disclosure of any such transactions or relationships. In addition, the Conservator considers it a potential conflict of interest for a bidder to use any of the persons or firms, or any of the persons working for the persons or firms, listed below, regardless of the location of their offices, in connection with any aspect of this RFP, which are currently advising the Conservator on the RFP or other matters affecting GSM. Potential bidders are required to obtain a written waiver or consent from the Conservator with respect to any conflicts that exist or arise in connection with the RFP process prior to submission of a proposal. The Conservator is being advised by the following persons and firms concerning GSM:

Joe Holloway	Private Consultant	On-site Manager
Joshua Solomon	Private Consultant	Consultant
Michael R. Weiss	Epstein, Turner & Song	Legal Counsel
Erik Hanks	M. Hanks Gallery	Fine Art Appraiser
William Pajaud	Formerly of GSM	Artist/Art Collector

NO ORAL, TELEPHONIC OR OTHER NON-WRITTEN PROPOSALS OR MODIFICATIONS OF PROPOSALS WILL BE CONSIDERED. PROPOSALS THAT DO NOT COMPLY WITH THE INSTRUCTIONS SET FORTH HEREIN OR ARE RECEIVED AFTER THE ABOVE STATED DEADLINE MAY BE MAY BE REJECTED WITHIN THE SOLE DISCRETION OF THE CONSERVATOR.

ALL PROPOSALS SUBMITTED WILL BE REVIEWED BY THE CONSERVATOR WHO, IN HIS SOLE DISCRETION, WILL DECIDE WHETHER TO ACCEPT OR REJECT ANY PROPOSAL.

V. DISCLAIMERS, DISCLOSURES AND GENERAL TERMS

1. You are hereby advised that this RFP contains only general information concerning GSM’s art collection and historical materials, and does not provide or purport to provide any specific information concerning GSM’s art collection and historical materials. GSM, the Conservator and/or his staff and representatives are not liable for any errors or omissions in the descriptions of the art,

historical materials and other property for sale pursuant to this RFP, and make no guarantees, representations or warranties of any kind with respect to the art, historical materials and other property for sale pursuant to this RFP, their authenticity, condition, value or otherwise.

2. Nothing in this RFP or in information provided by the Conservator and/or his staff may be relied upon as a promise or representation of authenticity, condition, value, historical significance or otherwise. All bidders and potential bidders are required to rely upon their own evaluation, research and expertise, and not that of the Conservator or his representatives or staff, in determining bid amounts, quality and genuineness for any and all of GSM's art and historical materials, individually and/or or collectively, offered for purchase in accordance with this RFP. By participating in this RFP process, you and all other potential and actual bidders acknowledge and confirm that the you have not relied upon any information or representations by GSM, the Conservator or their representatives or staff, and that neither GSM, the Conservator nor any of their respective representatives, staff and/or professional advisors have any liability whatsoever including without limitation costs, commissions, fees or expenses incurred by any actual or potential bidder, or any broker, agent, consultant, employee or representative of any actual or potential bidder in connection with this RFP and/or the purchase of GSM's art or historical materials. All potential bidders are responsible for all of their own such costs and expenses of any kind.

3. By submitting a bid and/or participating in this RFP process, each bidder hereby releases GSM, the Conservator, and their representatives, staff, employees and agents from any and all claims for damages or otherwise that the bidder or participant may have by virtue of the RFP process and/or the selection of any winning bidder or no selection of a winning bidder. The bidder, by submitting a proposal, agrees that the prevailing party in any legal proceeding arising out of this RFP process shall be entitled to recover from the other party attorneys' fees and expenses including without limitation expert and/or professional fees and expenses, as well as court costs and expenses.

4. By submitting a proposal for the purchase of GSM's art or historical materials, each bidder acknowledges and agrees that the Conservator is under no affirmative obligation to sell, transfer or otherwise dispose of GSM's art or historical materials or any part thereof, and may, at his sole discretion:

- Reject any or all bids received, in whole or in part, and/or continue or discontinue this RFP process without liability to any bidder or potential bidder;
- Request clarification, additional information and/or new bids and/or proposals from some or all bidders;
- Make counter offers to some or all bids;
- Accept bids based upon factors other than the highest price;
- Select one or more bids subject to further negotiations and/or approval of the Los Angeles Superior Court;
- Respond to bids with additional conditions and requirements, even if such have not been stated herein;
- Accept more than one bid in order to place the entire collection;
- Seek any requisite court approval(s); and/or
- Take any other action that the Conservator deems appropriate.

5. The Conservator hereby disclaims having any obligations to bidders or others with respect to the manner or process through which this RFP is conducted, and each bidder, by its submission of a proposal, hereby acknowledges and agrees that it shall have no rights, claims or other actions against the Conservator, GSM, or any of their respective consultants, representatives, staff or professional advisors, based on the manner or process through which this RFP is conducted or the results thereof.

6. This RFP shall be governed and construed in accordance with the laws of the State of California, without giving effect to the principles of conflicts of law.

7. By participating in this RFP process, you and all other potential and actual bidders acknowledge, agree and hereby consent to the exclusive jurisdiction of the Los Angeles Superior Court overseeing GSM's conservation to resolve any and all disputes which arise out of, or relate directly or indirectly, to this RFP or the transactions contemplated hereby. In the event the Los Angeles Superior Court overseeing GSM's conservation is not available, you consent to the exclusive jurisdiction of the Los Angeles Superior Court to resolve any and all disputes which arise out of, or relate directly or indirectly, to this RFP or the transactions contemplated hereby.

PROPOSAL FORM

FOR THE PURCHASE OF THE ART AND HISTORICAL MATERIALS OF GOLDEN STATE MUTUAL LIFE INSURANCE COMPANY IN CONSERVATION

Use this form and the attached inventory to submit your proposal for the purchase of GSM's art and/or historical material. Proposals must comply with the instructions set forth in the Request for Proposals, be submitted with the payment required, and be received at: Golden State Mutual Life Insurance Company in Conservation, Attention: Scott Pearce, Chief Estate Trust Officer, 1999 West Adams Boulevard, Los Angeles, California 90018-3514, Facsimile: (323) 732-2139. Attach additional forms or pages as necessary.

1. Your name, address, telephone number and e-mail. If business entity, also provide contact person and person authorized to contractually bind business with title, address, telephone number, e-mail:

2. Identify each item to be purchased by use of the attached inventory and write your proposed purchase price for each item next to the item in the column provided.

3. Additional terms or conditions requested by you, if any: _____

4. State the proposal amount and amount enclosed with your proposal. Please note that payment of 25% of the proposed purchase price is required for each item, payable to "Golden State Mutual Life Insurance Company in Conservation."

Purchase proposal amount: _____

Amount enclosed: _____

5. Disclosure of any relationships, current or past, with GSM or the Conservator or their staff or representatives. State the name of the person, address, telephone number, relationship, current or past, and any other information you feel is appropriate.

Golden State Mutual Life Insurance Company
Art Collection
Prepared: 6/25/2010

No.	Artist	Title/Description	Medium	Bid Price
1	Ablade	<i>Dancing Women</i>	Oil on canvas	
2	Bakari Santos	<i>Baiana</i>	Bronze/Enamel Plaque	
3	Bakari Santos	<i>Baiana II</i>	Bronze/Enamel Plaque	
4	Bakari Santos	<i>Oxala</i>	Bronze/Enamel Plaque	
5	Richmond Barthe	<i>William Nickerson, Jr.</i>	Bronze with marble base	
6	Cleveland Belloughs	<i>Nimba With Crown</i>	Photo offset lithograph	
7	Herbert Bennett	<i>Untitled (Beast and Women)</i>	Linocut	
8	Herbert Bennett	<i>Untitled (Scales of Justice)</i>	Linocut	
9	Herbert Bennett	<i>Untitled (Justice, Women and Beast)</i>	Linocut	
10	Melonee Blocker	<i>Alpha and Omega Shield, aka Symbols, 1975</i>	Oil on canvas	
11	Bobo Tribe	<i>Polychromed Wood Mask</i>	Wood and pigment	
12	E. Branch	<i>Human Bondage II</i>	Woodcut 1/10	
13	Bruce Brice	<i>Mardi Gras Indians</i>	Tempera on paper	
14	Bruce Brice	<i>Mardi Gras, Jazz, Rock and Roll, 1980</i>	Photo offset lithograph	
15	Edgar Brierre	<i>Road to the Sea (Winding Road)</i>	Oil on canvas	
16	Nathan Bustion	<i>Antelope Mask, 1980</i>	Intaglio 8/300	
17	Elizabeth Catlett	<i>El Abrazo (Embrace)</i>	Wood Sculpture	
18	Momodou Cessay	<i>Njabot (Family), 1986</i>	Serigraph 29/450	
19	Momodou Cessay	<i>Women Planting, 1977</i>	Silkscreen	
20	Carlos Cobbs	<i>Kwanzaa Guaride, 1979/1981</i>	Photo offset Lithograph	
21	Carlos Cobbs	<i>Kwanzaa Guaride, 1979/1981</i>	Photo offset Lithograph	
22	Robert Courts	<i>Moslem Musician</i>	Pastel on paper	
23	Dale Davis	<i>Crucifixion</i>	Mixed media assemblage	
24	Dale Davis	<i>Face</i>	Jewelry	
25	Dale Davis	<i>Pyramid</i>	Jewelry	
26	Dale Davis	<i>Red Sun</i>	Jewelry	
27	Dale Davis	<i>Undulate</i>	Jewelry	
28	Dale Davis	<i>Untitled Mexico</i>	Jewelry	
29	Charles Dickson	<i>Story Pole</i>	Wood and mixed media	
30	Charles Dickson	<i>Strange Fruit</i>	Wood with resin	
31	Marion Epting	<i>Mood Landscape/Polynesia</i>	Oil/Collage on canvas	
32	Claude Fiddler	<i>El Centro De Espanol, 1979-1981</i>	Etching 3/79	
33	Fills	<i>Fetish I, 1969</i>	Pastel on velvet	
34	Fills	<i>Fetish II</i>	Pastel on velvet	
35	Alice Gafford	<i>Still Life with Blue Plates</i>	Oil on panel	
36	Buraimoh Gbadamosi	<i>Shrine Figure</i>	Stone	
37	Rose Green	<i>Braids</i>	Wood Sculpture	
38	Mark Greenfield	<i>Trumpet in the Field</i>	Ink on paper	
39	Camille Higgins	<i>Woman in Rollers, aka Woman's Head - Story I</i>	Conte crayon on paper	

Golden State Mutual Life Insurance Company
Art Collection
Prepared: 6/25/2010

No.	Artist	Title/Description	Medium	Bid Price
40	Camille Higgins	<i>Generation, aka Woman's Head - Story 2, 1974</i>	Conte Crayon on paper	
41	Varnette Honeywood	<i>Sabbath, 1978</i>	Photo offset lithograph 34/250	
42	Ibo of Nigeria	<i>Two-Faced Headress</i>	Wood, pigment and feathers	
43	Harvey Johnson	<i>Harvest Seed, 1972</i>	Lithograph 5/6	
44	Harvey Johnson	<i>Untitled (After John Biggers)</i>	Oil on board	
45	Arnold Love	<i>For Bill & His Cosmos & Thing, 1967</i>	Sepiatone 1/6	
46	Arnold Love	<i>Two Piece Bone Form</i>	Resin over wire mesh	
47	E. Marshall	<i>Tembo</i>	Silkscreen 7/22	
48	Mende of Sierra Leone	<i>Mende Society Mask</i>	Wood	
49	Willie Middlebrook	<i>Imani</i>	Black and white photograph	
50	Willie Middlebrook	<i>My Father's Funeral</i>	Black and white photograph	
51	Willie Middlebrook	<i>The Child</i>	Black and white photograph	
52	Willie Middlebrook	<i>The Mother</i>	Black and white photograph	
53	Willie Middlebrook	<i>Three Generations</i>	Black and white photograph	
54	Willie Middlebrook	<i>Van Der Zee The Master</i>	Black and white photograph	
55	Clifford Moore	<i>Kitchen Still Life</i>	Oil on canvas	
56	Howard Morehead	<i>Massai Women</i>	Color photograph	
57	Howard Morehead	<i>Rio</i>	Color photograph	
58	John Offutt	<i>Impasse/Sunrise, 1984</i>	Acrylic/Oil on board	
59	Osiro Olatuude	<i>Untitled (Chief Oloruntobo), 1970</i>	Watercolor/pen on paper	
60	Charles Paige	<i>Funeral Painting (Cross)</i>	Watercolor on paper	
61	Charles Paige	<i>Funeral Painting (Pall-bearers)</i>	Watercolor on paper	
62	Charles Paige	<i>Girl in Chair</i>	Lithograph	
63	Charles Paige	<i>Harriet Tubman</i>	Acrylic on Board	
64	Charles Paige	<i>Home Series: Raggedy Ann</i>	Acrylic/Chalk on paper	
65	Charles Paige	<i>Home Series: The Window</i>	Acrylic/Chalk on paper	
66	Charles Paige	<i>Sleeping</i>	Acrylic on Board	
67	William Pajaud	<i>Sun Flowers</i>	Oil on board	
68	William Pajaud	<i>Wild Turkey</i>	Oil on board	
69	Michael Perry	<i>Running, Standing, Walking Woman</i>	Aquatint etching	
70	Ronnie Phillips	<i>All Dressed Up</i>	Color photograph	
71	Ronnie Phillips	<i>Shoe Sole</i>	Sepia Photograph	
72	Jerome Prettyman	<i>Old Folks aka Old Man</i>	Graphite on board	
73	John T. Riddle	<i>Fifteen, 1979</i>	Silkscreen print 14/34	
74	Bobby Sengstacke	<i>Milk of Love</i>	Black and white photograph	
75	Bobby Sengstacke	<i>Soul Eyes</i>	Black and white photograph	
76	Jaschab	<i>Untitled</i>	Enamel on metal plate	
77	Bassett	<i>Untitled</i>	Ceramic plate	
78	Theodore Sims	<i>Young Man, 1972</i>	Pencil on paper	

Golden State Mutual Life Insurance Company
Art Collection
Prepared: 6/25/2010

No.	Artist	Title/Description	Medium	Bid Price
79	Alexander Boghassian Skunder	<i>African Images</i>	Casien on paper	
80	Hughie Lee-Smith	<i>George A. Beavers Jr.</i>	Oil on canvas	
81	Hughie Lee-Smith	<i>Norman O. Houston</i>	Oil on canvas	
82	Chuck Stewart	<i>Billie Holiday, 1955</i>	Black and white photograph	
83	Curtis Tann	<i>African Mask</i>	Batik	
84	Harvey Johnson	<i>Untitled (Figure)</i>	Graphite on paper	
85	Tyrone Whitmore	<i>Untitled (Girl: Blue Background)</i>	Painting	
86	Unknown	<i>Untitled (Green Abstract Metal Statue)</i>	Metal	
87	Edward Pryce	<i>Untitled (Abstract)</i>	Painting	
88	Unknown	<i>Untitled (Black Form Against White Sky with Orange Sun)</i>	Painting	
89	Unknown	<i>Untitled (Abstract)</i>	Painting	
90	Unknown	<i>Untitled</i>	Glazed Wooden Sculpture	
91	Unknown	<i>Untitled Wall Hanging</i>	Woven wool	
92	Unknown (African)	<i>African Market Women</i>	Oil on canvas	
93	Unknown (African)	<i>Cross River Stone</i>	Engraved Stone	
94	Unknown (African)	<i>Female Nigerian Plaque</i>	Print Etched on wood	
95	Unknown	<i>Male Bedpost 1 of 2</i>	Wood Sculpture	
96	Unknown	<i>Untitled (Man with bird)</i>	Wood Sculpture	
97	Unknown (African)	<i>Male Nigerian Plaque</i>	Print Etched on wood	
98	James Van der Zee	<i>Black Jews of Harlem</i>	Sepia Photograph	
99	Ian White	<i>Untitled</i>	Ceramic Sculpture	
100	John Whitmore	<i>Not My Son</i>	Charcoal on paper	
101	Paul R. Williams (Office of)	<i>Golden State Mutual Life Building</i>	Lithograph	
102	Kathleen Wilson	<i>Musicians, 1984</i>	Photo offset lithograph 30/950	
103	Kathleen Wilson	<i>Native Women, 1984</i>	Photo offset lithograph 55/950	
104	Stanley C. Wilson	<i>Ancestral Fragments, 1980</i>	Ceramic and String	
105	Beulah Woodard	<i>Cowrie Shell Mask</i>	Wood, hair and cowrie shells	
106	Beulah Woodard	<i>Dogon Mask</i>	Wood and copper	
107	Richard Wyatt	<i>E.J. Johnson</i>	Oil on canvas	
108	Richard Wyatt	<i>Woman with Roses, 1984</i>	Oil on canvas	
109	Richard Wyatt	<i>The Insurance Man [Study for mural by same name]</i>	Pencil on paper	
110	Al Porter	<i>Desert Mountains</i>	Watercolor on paper	
111	Al Porter	<i>Desert Night</i>	Watercolor on paper	
112	Al Porter	<i>Flowers</i>	Watercolor on paper	
113	Al Porter	<i>Ships</i>	Watercolor on paper	
114	Joe Sims	<i>#7</i>	Oil on canvas	
115	Joe Sims	<i>Portrait Series</i>	Oil on canvas	
116	John Biggers	<i>The Family 1</i>	Photo offset lithograph	
117	John Biggers	<i>The Family 2</i>	Photo offset lithograph	

Golden State Mutual Life Insurance Company
 Art Collection
 Prepared: 6/25/2010

No.	Artist	Title/Description	Medium	Bid Price
118	John Biggers	<i>The Family 3</i>	Photo offset lithograph	
119	H. Kofi Shabaz	<i>Queen Lady Day</i>	Lithograph	
120	Cedric Adams	<i>Untitled July 1974 (Hand Signed)</i>	Photo offset lithograph	
121	Cedric Adams	<i>Untitled January 1974 (Hand Signed)</i>	Photo offset lithograph	
122	Charles White	<i>Untitled 1960</i>	Photo offset lithograph	
123	William Pajaud	<i>Martin Luther King, Jr.</i>	Ink on paper napkin	
124	Melonee Blocker	<i>Ensenada August</i>	Mixed media on board	
125	Charles Alston	<i>The Negro in California History: Exploration and Colonization</i>	Oil on canvas	
126	Hale Woodruff	<i>The Negro in California History: Settlement & Development</i>	Oil on canvas	

TOTAL AMOUNT:

EXHIBIT 15

Our Mission

On behalf of the Insurance Commissioner, the CLO acts to rehabilitate and/or liquidate, under Court supervision, troubled insurance enterprises. The CLO operates as a fiduciary for the benefit of claimants, handling the property of the failed enterprises in a prudent, cost-effective, fair, timely, and expeditious manner.



P.O. Box 26894
San Francisco, California
94126-0894
Tel: 415.676.5000
Fax: 415.676.5002
www.caclo.org

CONSERVATION & LIQUIDATION OFFICE

To: All Persons Interested in the Art Collection and/or Historical Materials of Golden State Mutual Life Insurance Company in Conservation

From: Conservator for Golden State Mutual Life Insurance Company in Conservation

Date: August 9, 2010

Re: Extension of Deadline to Submit Proposals pursuant to the Conservator's Request For Proposals for the Sale of Golden State's Art and Historical Materials

Due to continuing interest in the art collection and historical materials owned by Golden State Mutual Life Insurance Company in Conservation ("GSM"), currently for sale pursuant to the Request For Proposals ("RFP") dated June 25, 2010, the Insurance Commissioner of the State of California in his statutory capacity as Conservator of GSM ("Conservator") has extended the deadline to submit proposals for the purchase of GSM's art collection and historical materials to **Tuesday, August 31, 2010, by 4:00 p.m., PDT.**

Over the years GSM amassed a collection of art by prominent African and African American artists, and accumulated a large amount of historical materials. GSM's art collection and historical materials include two removable murals on canvas, approximately 120 paintings, sculptures, photographs and mixed-media pieces, and numerous documents, photographs and recordings relating to GSM, its history and founders. An inventory of the art collection with photographs and the RFP can be viewed at www.caclo.org/GoldenStateMutual/ArtCollection.

On September 30, 2009, the Los Angeles Superior Court ordered and appointed the Insurance Commissioner to serve as Conservator of GSM. The Insurance Commissioner is an officer of the State of California who, as Conservator, exercises the state's police power to carry forward the public interest and to protect GSM's policyholders and creditors. In furtherance of this public interest and the Conservator's continuing efforts to protect GSM's policyholders and creditors, and in accordance with the Conservator's statutory obligations and authorities under Insurance Code § 1010 *et seq.* and the Order Appointing Conservator, the Conservator is required to marshal and, where appropriate, monetize GSM's assets, including GSM's art collection and historical materials, to pay on a *pro rata* basis the claims of all of GSM's creditors including without limitation policyholders, annuity contract holders, former and current employees, certificate of contribution holders and owners of mutual life insurance policies.

As indicated in the RFP, all proposals regarding GSM's art and/or historical materials, in whole or in individual items, must be in writing. No oral, telephonic or non-written proposals or modifications of proposals will be accepted or considered. All written proposals must be received by GSM by 4:00 p.m., PDT, Tuesday, August 31, 2010, at the following location:

Golden State Mutual Life Insurance Company in Conservation
Attention: Scott Pearce, Chief Estate Trust Officer
1999 West Adams Boulevard
Los Angeles, California 90018-3514
Facsimile: (323) 732-2139

Proposals that do not comply with the instructions set forth in the RFP or are received after the submission deadline may be rejected within the Conservator's sole discretion. Interested parties may view GSM's artworks and historical materials at GSM's main office in Los Angeles prior to submission of a proposal. A maximum of two (2) hours will be allotted per bidder. Requests for an appointment must be addressed to:

Joshua Solomon
Consultant
Golden State Mutual Life Insurance Company in Conservation
1999 West Adams Boulevard
Los Angeles, California 90018-3514
Tel: (323) 419-3630.
Fax: (323) 732-2139

Please note the Conservator is under no affirmative obligation to sell GSM's art or historical materials or any part thereof, and may, in his sole discretion, reject any or all proposals received, in whole or in part; continue or discontinue this RFP without liability to any bidder or potential bidder; request clarification, additional information and/or new bids from some or all bidders; make counter offers to some or all proposals; accept proposals based upon factors other than the highest price; select one or more proposals subject to further negotiations and/or approval of the Los Angeles Superior Court; and/or take any other action that the Conservator deems appropriate.

Please also note the sale of GSM's art and historical materials requires the approval of the Los Angeles Superior Court overseeing GSM's conservation; proposals for the purchase of GSM's art and historical materials are contingent on the approval by the Los Angeles Superior Court; and any proposals and/or sale of GSM's art and historical materials are null, void and of no effect without the approval of the Los Angeles Superior Court.

I appreciate your interest.

Very truly yours,



David E. Wilson
Chief Executive Officer and Special Deputy Insurance Commissioner

EXHIBIT 16

Our Mission

On behalf of the Insurance Commissioner, the CLO acts to rehabilitate and/or liquidate, under Court supervision, troubled insurance enterprises. The CLO operates as a fiduciary for the benefit of claimants, handling the property of the failed enterprises in a prudent, cost-effective, fair, timely, and expeditious manner.



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CONSERVATION & LIQUIDATION OFFICE

October 14, 2010

[REDACTED]
Los Angeles, California 90045

Re: Status of Request for Proposals Process for the Purchase of Golden State's Art and Historical Materials

Dear [REDACTED]

Pursuant to the Request For Proposals ("RFP") dated June 25, 2010, and the Extension of Deadline to Submit Proposals dated August 9, 2010, the Insurance Commissioner of the State of California in his statutory capacity as Conservator ("Conservator") of Golden State Mutual Life Insurance Company in Conservation ("GSM") for the past 45 days has evaluated and requested clarification and additional information concerning proposals for the purchase of the GSM's art collection and historical materials.

It is the intent of the Conservator to sell GSM's art collection and historical materials after the designation of a selected bidder or bidders. The Conservator anticipates recommending a selected bidder or bidders for GSM's art collection and historical materials by November 1, 2010; however, the Conservator reserves the right to extend this date or modify this process in his sole discretion.

In conclusion of his efforts to evaluate and clarify proposals, the Conservator encourages all bidders to immediately remove any contingencies imposed by them on their proposals and ensure that their proposals fully comply with the RFP's instructions including, without limitation, payment of 25% of the proposed purchase price for each item by no later than October 29, 2010.

Upon recommendation of a selected bidder or bidders, the Conservator will apply to the Los Angeles Superior Court overseeing GSM's conservation for approval of the purchase of each item by the selected bidder. As discussed in the RFP, the purchase of GSM's art and historical materials requires the approval of the Los Angeles Superior Court overseeing GSM's conservation.

The Conservator anticipates that after the recommendation of a selected bidder or bidders, it will take approximately 60 days to apply for and receive the approval of the Los Angeles Superior Court for the purchase of property. After the Court's approval, the approved bidder or bidders will have 14 days to complete the purchase including full payment of the purchase price. In the event the Los Angeles Superior Court does not approve the purchase, the purchase will be null, void and of no further effect. In the event the approved bidder or bidders do not complete the transaction within the time required or agreed to by the Conservator due to an act or omission within the control of the approved bidder or bidders, then the 25% payment will be retained by GSM and not refundable to the bidder.

Please note the Conservator may, in his sole discretion, reject any or all proposals received, in whole or in part; continue or discontinue this RFP without liability to any bidder or potential bidder; make counter offers to some or all proposals; select one or more proposals subject to further negotiations and/or approval of the Los Angeles Superior Court; and/or take any other action that the Conservator deems appropriate.

Very truly yours,



David E. Wilson
Chief Executive Officer and
Special Deputy Insurance Commissioner

EXHIBIT 17



Smithsonian
*National Museum of African American
History and Culture*

Office of the Director

October 29, 2010

Mr. David E. Wilson, Chief Executive Officer and
Special Deputy Insurance Commissioner
Conservation & Liquidation Office
PO Box 26894
San Francisco, California 94126-0894

Re: Confidential Counter-Proposal for Purchase of Golden State's Murals

Dear Mr. Wilson:

Thank you for your letter dated October 15, 2010 that presents a counter-proposal from Scott Pearce, the Insurance Commissioner of the State of California (the Conservator) to the Smithsonian National Museum of African American History and Culture's (the Smithsonian) bid for the Golden State Murals and related historic materials, dated July 30, 2010. The Smithsonian respectfully submits the following counter-proposal:

1. The purchase price for the two Murals is \$750,000 in total. The purchase price includes the following historical materials:
 - a. A film of Charles Alston and Hale Woodruff traveling through California, researching their subject matter in 1947;
 - b. Certain photographs of the murals and the artists; and
 - c. Certain GSM internal publications containing articles and depictions of the artists, their research efforts and the Murals.The Smithsonian has not identified any additional materials pertaining to the Murals as part of the purchase price.
2. The Smithsonian restates its request for the following terms and conditions:
 - a) Should the Conservator accept the offered purchase price, the Smithsonian will promptly create and execute a Purchase Order for the entire proposal amount of \$750,000, as stipulated in the terms and conditions in the counterproposal and the Smithsonian Institution standard terms and conditions and the rights-in-data clause (see Attachment A).
 - b) The Purchase Order procedures include: enrollment in the Smithsonian Institution vendor system to receive electronic payments; registration in the Central Contracting Registration (CCR) online system; creation of a Purchase Order document that will include Smithsonian Institution standard terms and conditions, as

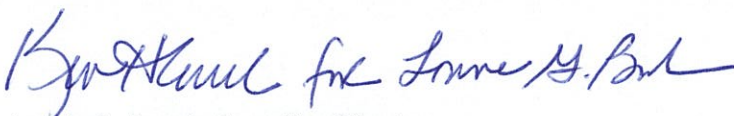
SMITHSONIAN INSTITUTION
National Museum of African American
History and Culture
Capital Gallery, Suite 7001
MRC 509, PO Box 37012
Washington, DC 20013-7012
202.633.4751 Telephone
202.633.4816 Fax

identified above; review and approval by an authorized contracting officer; and submission of an invoice for payment. This Purchase Order and any agreement between parties shall be governed by and construed under United States Code of Federal Regulations.

- c) The Smithsonian has obtained a waiver of the 25% payment of the proposal price per its correspondence with Mr. Scott Pearce July 27-28, 2010 (see Attachment B) in order to accommodate the Smithsonian's established Purchase Order procedures to expend federal funds.
3. The Smithsonian understands that the Conservator's acceptance of the Smithsonian's bid requires written approval of the Los Angeles Superior Court and the Conservator will provide confirmation that approval has been granted. In addition, the conservator will provide confirmation that any claims of ownership of the murals by third parties have been resolved.
4. The Smithsonian will assume sole responsibility, costs, and expenses for the removal, transportation, and/or storage of the two Murals and associated historical materials.
5. The Smithsonian previously indicated its intentions in the letter dated July 30, 2010, to plan for the display of one or both of the Murals in the new building of the National Museum of African American History and Culture located on the National Mall in Washington, DC. The purpose of acquisition of the two Murals by the Smithsonian is to feature these major artists and to display these significant works of art.
6. Please contact the museum should there be any questions or concerns regarding this bid. We would like every opportunity to make clear our intentions and discuss details on the offer.

This proposal to Golden State Mutual Life Insurance Company in Conservation has been reviewed and approved by the NMAAHC Director, Lonnie Bunch and by the person authorized to contractually bind business for the Smithsonian.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lonnie G. Bunch for Lonnie G. Bunch".

Lonnie G. Bunch, Founding Director



Smithsonian
*National Museum of African American
History and Culture*

Office of the Director

November 1, 2010

Dear Mr. Pearce:

This letter is to confirm that as Director of the National Museum of African American History and Culture (NMAAHC), I have been delegated the authority by the Smithsonian's central Office of Planning and Programming and Management to obligate the funds necessary to complete transactions.

For your reference, attached is a copy of the internal memo dated October 28, 2010, authorizing the expense of funds for the purchase of the Golden State murals and associated historical materials, signed by Kinshasha Holman Conwill, Deputy Director NMAAHC, authorized as the delegated authority during my absence October 26-28, 2010. As stated in the proposal, should the California Conservation and Liquidation Office accept this offer, Smithsonian NMAAHC will initiate the Purchase Order in the amount of \$750,000.

I assure you that the funds are present and set aside for this transaction. We deeply appreciate you providing a timely response.

Sincerely,

Lonnie G. Bunch, Director

SMITHSONIAN INSTITUTION
National Museum of African American
History and Culture
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Smithsonian
National Museum of African American
History and Culture

Office of the Director

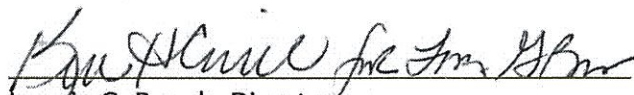
October 28, 2010

 COPY

To whom it may concern:

This letter is to authorize the Museum's bid to purchase the art and historical materials listed below of Golden State Mutual Life Insurance Company in Conservation, due 4:00pm, PT, Friday, October 29, 2010.

Items	Offer Amount \$
Two (2) murals: Charles Alston, <i>The Negro in California History: Exploration and Colonization</i> ; Hale Woodruff, <i>The Negro in California History: Settlement & Development</i> And associated historical materials (1947 film, photographs of the artists and the murals, and GSM publications)	750,000
Total	750,000


Lonnie G. Bunch, Director

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National Museum of African American
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Attachment A to Proposal Form

For the Purchase of Art and Historical Materials

Of Golden State Mutual Life Insurance Company in Conservation

Submitted by: National Museum of African American History and Culture, Smithsonian Institution

October 29, 2010

Smithsonian Terms and Conditions (SI-147A) and Smithsonian Rights-in-Data Clause

4 pages

SMITHSONIAN INSTITUTION

PURCHASE ORDER TERMS AND CONDITIONS

1. COMPLETE AGREEMENT - The purchase order and all documents attached represent the entire agreement between the Smithsonian Institution (SI) and the Contractor. Any modification, alteration or amendment to this purchase order must be in writing and signed by an authorized agent of the SI.

2. INSPECTION AND ACCEPTANCE - The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The SI reserves the right to inspect, test or evaluate any supplies or services that have been tendered for acceptance. The SI may require repair or replacement of nonconforming supplies or re-performances of nonconforming services at the Contractor's expense. The SI must exercise its post acceptance rights: (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. Inspection and acceptance will be at destination, unless otherwise provided in writing. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of the SI. Final acceptance by the SI will be conditional upon fulfillment of the above requirements.

3. OVERPAYMENT - If the Contractor becomes aware of a duplicate invoice payment or that the SI has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

4. USE OF SMITHSONIAN NAME or LOGO PROHIBITED - The SI owns, controls and/or has registered the trademarks /service marks "Smithsonian," "Smithsonian Institution" and the Smithsonian sunburst logo. Except as may be otherwise provided herein, the Contractor shall not refer to the SI or to any of its museums, organizations, or facilities in any manner or through any medium, whether written, oral, or visual, for any purpose whatsoever, including, but not limited to, advertising, marketing, promotion, publicity, or solicitation without written consent.

5. WARRANTY - The Contractor warrants and implies that the goods and services furnished hereunder are merchantable, fully conform to the SI's specifications, drawings, designs, and are fit for intended use described in this contract. The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to all customers for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. Contractor agrees to pass through all warranties from other manufacturers.

6. TITLE - Unless otherwise specified in this contract, title to items furnished under this contract shall pass to the SI upon acceptance, regardless of when or where the SI takes physical possession.

7. EXCUSABLE DELAYS - The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the SI, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

8. DISPUTES - Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer. All disputes must be submitted within 12 months after accrual of the claim to the Contracting Officer for a written decision. The Contracting Officer shall mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and conclusive, unless within 60 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary of the Smithsonian Institution. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive, unless determined to have been fraudulent, or capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the

Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

9. TERMINATION FOR CAUSE - The SI may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the SI, upon request, with adequate assurances of future performance. In the event of termination for cause, the SI shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the SI for any and all rights and remedies provided by law. If it is determined that the SI improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

10. TERMINATION FOR THE SMITHSONIAN'S CONVENIENCE - The SI reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the SI, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the SI any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

11. CHANGES - The SI may at any time, in writing, make changes within the general scope of this purchase order to include: (1) Technical requirements and descriptions, specifications, statements of work, drawings or designs; (2) Shipment or packing methods; (3) Place of delivery, inspection or acceptance; (4) Reasonable adjustments in quantities or delivery schedules or both; and, (5) SI-furnished property, if any. If any such change causes an increase or decrease in the cost of or the time required for performance of this purchase order, the Contractor shall inform the SI in writing within thirty (30) days after receipt of change request. Any additional charges must be approved in writing by the SI authorize procurement officer executing this purchase order. Contractor shall not make any changes without the written consent of the SI authority executing this purchase order.

12. DISCLOSURE - Information relating to this purchase order shall only be used by the Contractor or subcontractor solely for the performance of this contract. Neither party shall disclose any information concerning this agreement to include the release, reproduction, distribution of any data produced in the performance of this purchase order to any third party without securing the prior written consent of the SI Contracting Officer or his/her Representative. Use or disclosure of information shall be solely for the purpose of carrying out this purchase order agreement. The SI information is provided and received in confidence, and the Contractor, subcontractor or other third parties shall at all times preserve and protect the confidentiality thereof. Any such confidential information, copies or transcripts thereof, shall be returned to the SI upon completion of the work, or immediately destroyed upon request by the SI.

13. INDEMNITY - The Contractor shall defend, indemnify, and hold harmless the SI, its Regents, directors, officers, employees, volunteers, licensees, representatives, agents and the United States Government (hereinafter referred to as "Indemnitees") from and against all actions, causes of action, losses, liabilities, damages, suits, judgments, liens, awards, claims, expenses and costs including without limitation costs of litigation and counsel fees related thereto, or incident to establishing the right to indemnification, arising out of or in any way related to:

Any breach of this Agreement, Terms and Conditions, and the performance thereof by Contractor, Subcontractor, other third parties, or any activities of Indemnitees, including, without limitation, the provision of services, personnel, facilities, equipment, support, supervision, or review; any claims of any kind and nature whatsoever for property damage, personal injury, illness or death (including, without limitation, injury to, or death of employees or agents of Contractor or any Subcontractor).

Any claims by a third party of actual or alleged direct or contributory infringement, or inducement to infringe any United States or foreign patent, trademark, copyright, common law literary rights, right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this contract or any libelous or other unlawful matter contained in such data or other intellectual property rights and damages. The contractor shall notify the SI immediately upon receiving any notice or claim related to this contract.

14. HAZARDOUS MATERIAL - The Contractor shall inform the SI in writing at the correspondence address listed on the purchase order prior to shipment and delivery of any hazardous material. Any materials required by this purchase order that are hazardous under federal, state or local statute, ordinance, regulation, or agency order shall be packaged, labeled, marked and shipped by the Contractor to comply with all federal, state and local regulations then in effect.

15. OTHER COMPLIANCES - The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

16. SECURITY CONSIDERATION - Contractor's conducting work on the SI premises are required to obtain a temporary or long-term identification badge. Contractor's employee (s) requiring a long-term identification badge is subject to a fingerprint review. An adverse finding during the fingerprint review may prohibit a contractor's employee (s) from working on the contract. The SI will inform the contractor if a long-term identification badge is required.

17. INSURANCE and BONDS - Contractor shall maintain at all times during the performance of this contract Commercial General Liability Insurance.

Contractor shall maintain Worker's Compensation Insurance in accordance with statutory requirements and limits.

If during the performance of this contract, a vehicle is required, contractor shall maintain business automobile insurance.

If this contract relates to any type of media exposure, then Contractor is required to have professional errors and omissions coverage.

If this contract requires Contractor to handle Smithsonian funds or guard or protect Smithsonian artifacts, Contractor will also be required to obtain a fidelity bond or crime insurance.

Limits of such bonds or insurance policies are to be determined. SI shall be listed as an "additional insured" under the comprehensive general liability and business automobile policies. Proof of insurance shall be in the form of a binder, policy, or certificate of insurance and this is to be submitted to the SI's Procurement Officer prior to work being initiated.

18. INVOICE INSTRUCTIONS - Invoices shall be submitted to the bill to address on the face of the purchase order after delivery of supplies and/or services, and shall contain the following information:

(A) Contractor's name, address, and taxpayer identification number (TIN).

(B) Invoice date and number. (C) Purchase order number including contract line item number. (D) Item description, quantity, unit of measure, unit price, and extended price. (E) Name, title, telephone and fax number, and mailing address of point of contact in the event of an invoice discrepancy. (F) Invoice total, payment discount terms and remittance address. (G) Shipping and payment terms (e.g. shipment number, date of shipment, and discount terms). Bill of lading number and weight of shipment should be included when using Smithsonian Institution bills of lading. Prepaid shipping costs shall be indicated as a separate item on the invoice. (H) Any other information or documentation required by other provisions of the contract.

19. Travel - (1) If travel is specified under this purchase order; it must be pre-authorized by the Contracting Officer's Technical representative (COTR) prior to occurrence. The Contractor shall be reimbursed for such travel upon receipt of documentation that the expenses were incurred. (2) Rail or air transportation costs shall not be reimbursed in an amount greater than the cost of economy class rail or air travel unless the economy rates are not available and the Contractor certified to this fact in vouchers or other documents submitted for reimbursement. (3) Room and meals (per diem travel allowance) shall be reimbursed in accordance with the Contractor's established policy, but in no event shall such allowances exceed the rates Contractor's established in the Federal Travel Regulations. (4) The contractor shall be reimbursed for the cost of the out-of-town travel performed by its personnel in their privately owned automobiles at the rates established in the Federal travel Regulations, not to exceed the cost by the most direct economy air route between the points so traveled. If more than one person travels in the same automobile, the Contractor for such travel shall incur no duplication of or otherwise additional charges. (5) The Contractor shall be reimbursed upon receipt of appropriate documentation that the expenses were incurred. Total travel cost will not be reimbursed for an amount that exceeds the estimated amount stated in this purchase order.

20. Responsibility of Smithsonian Property: Contractor assumes full responsibility for and shall reimburse and indemnify the SI for any and all loss or damage whatsoever kind and nature to any and all SI property, including any equipment, supplies, accessories, or parts furnished, while in the Contractor's custody and care, or resulting in whole or in part from the negligent acts, omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

21. Internet Protocol Version 6 (IPv6) Compliance. In the event that Contractor will be developing, acquiring, and/or producing products and/or systems pursuant to this Contract that will be connected to a network or that will interface with the World Wide Web, the following provisions shall apply:

OMB Memo M-05-22, dated August 2, 2005, requires that all agencies' infrastructure must be using IPv6 and all agency networks must interface with this infrastructure by June 2008.

The Contractor hereby warrants and represents that the products and/or systems to be developed, acquired, and/or produced pursuant to this Contract will be IPv6 compliant. These products and/or systems must be able to receive, process, and transmit or forward (as appropriate) IPv6 packets and must be able to interoperate with other systems and protocols in both IPv4 and IPv6 modes of operation.

If the product or system will not be compliant initially, the Contractor will provide a migration path and express commitment to upgrade to IPv6 for all application and product features by June 2008. Any such migration path and commitment shall be included in the Contract price. In addition, the Contractor will have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.

CLAUSES INCORPORATED BY REFERENCE -This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make their full text available. The full text of the following FAR clauses may be viewed at www.amet.gov/far/. For the full text of Smithsonian Institution clauses contact your procurement delegate. The Contractor shall comply with the following Smithsonian Institution and Federal Acquisition Regulation (FAR) clauses incorporated by reference, unless the circumstances do not apply: References herein to the "Government" shall be deemed to mean the Smithsonian Institution.

Smithsonian Clauses

- Minimum Insurance

FAR Clauses

- 52.222-3 Convict Labor
- 52.222-19 Child Labor
- 52.222-20 Walsh-Healey Public Contracts Act
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
- 52.222-36 Affirmative Action for Workers with Disabilities
- 52.222-41 Service Contract Act of 1965, As Amended
- 52.223-5 Pollution Prevention and Right-to-Know Information
- 52.225-1 Buy American Act-Supplies
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.232-11 Extras
- 52.233-3 Protest After Award
- 52.244-6 Subcontracts for Commercial Items

Additional FAR clauses that apply when applicable:

- 52.204-6 Data Universal Numbering System (DUNS) Number
- 52.204-7 Central Contractor Registration
- 52-208-4 Vehicle Lease Payments
- 52-208-5 Condition of Leased Vehicle
- 52-208-6 Marking of Leased Vehicles
- 52-208-7 Tagging of Leased Vehicle
- 52-211-6 Brand Name or Equal
- 52.211-17 Delivery of Excess Quantities 52-233-4 Applicable Law for Breach of Contract Claim
- 52-222-50 Trafficking Victims Protection Act (applicable to non-commercial services)
- 52-228-8 Liability and Insurance Leased Motor Vehicles
- 52-236-5 Material and Workmanship
- 52-247-29 F.o.b. Origin
- 52-247-34 F.o.b. Destination

<p style="text-align: center;">SMITHSONIAN INSTITUTION RIGHTS-IN-DATA CLAUSE</p>
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As used herein, the term "Subject Data" includes, but is not limited to, literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic and sculptural works; motion pictures and other audiovisual works; sound recordings; and architectural works, as each of those terms are used and defined by the Copyright Act of the United States (17 USCS §101, et. seq.) (the "Copyright Act") and works of any similar nature (whether or not copyrighted) which are included in the material to be delivered under this contract.

(a) Work for Hire. All Subject Data first produced, composed, or created in the performance of this contract, where such Subject Data consists of a work: (i) specially ordered or commissioned for use as a contribution to a collective work; (ii) as part of a motion picture or other audiovisual work; (iii) as a translation; (iv) as a supplementary work; (v) as a compilation; (vi) as an instructional text; (vii) as a test; (viii) as answer material for a test; or (ix) as an atlas, as each of those terms are used and defined by the Copyright Act, shall be considered a "work made for hire," as that term is defined under the Copyright Act. The copyright to such Subject Data shall be the exclusive property of Smithsonian and may be registered by the Smithsonian Institution in its own name.

(b) Other Copyrightable Works. All Subject Data first produced in the performance of this contract, where such Subject Data consists of copyrightable materials that do not fall within the enumerated categories for work for hire, shall become the property of Smithsonian. Contractor hereby transfers to Smithsonian full legal title and all right, title, and interest in the copyright to all such Subject Data, including without limitation, all preliminary renditions of the Subject Data whether or not such renditions are actually delivered to Smithsonian. The copyright to such Subject Data shall be the exclusive property of Smithsonian and may be registered by the Smithsonian Institution in its own name.

(c) Except as specified herein, no Subject Data first produced in the performance of this Agreement may be published or reproduced by Contractor in whole or in part, in any manner or form, without Smithsonian's prior written consent. Contractor agrees that no right at common law or in equity shall be asserted, and no claim to copyright by statute shall be established by Contractor in any such Subject Data without Smithsonian's prior written consent. Contractor shall secure Smithsonian's legal title and interests in and to all Subject Data that is produced for Contractor by third parties pursuant to this Agreement.

(d) License for Other Subject Data. Excluding the Subject Data which Smithsonian owns or has already obtained a license for, Contractor hereby grants to Smithsonian a royalty-free, non-exclusive, perpetual, and irrevocable license in all copyrighted or copyrightable Subject Data not first produced, composed, or created in the performance of this Agreement, but which is incorporated in the material furnished under this Agreement. Such license includes, without limitation, the rights to reproduce, publish, translate, broadcast, transmit, distribute, exploit, display, use, sell, and/or dispose of such Subject Data in any manner, and to authorize others to do so. In the event that Contractor does not have the right to grant such a license with respect to any such Subject Data, Contractor shall immediately notify the Smithsonian of this fact and

obtain Smithsonian's prior written permission to incorporate such Subject Data in the work. Without this notification, Smithsonian will be acting in reliance on this contract and will presume that it possesses all necessary rights and is free to make whatever use of the Subject Data that Smithsonian determines is in its best interests.

(e) The Contractor hereby warrants that the Subject Data delivered to Smithsonian pursuant to this contract does not infringe statutory copyrights or common law literary rights of Contractor or others and contains no matter libelous or otherwise unlawful. Contractor agrees to indemnify the Smithsonian Institution, its Board of Regents, officers, agents, and employees against any liability, including costs and expenses, for: (i) violations of copyright or any other property rights arising out of the use, reproduction, or disposition of any Subject Data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in said Subject Data.

(f) The Contractor agrees to report in writing to the Smithsonian Office of the General Counsel, promptly and in reasonable detail, any notice or claims of copyright infringement received by Contractor with respect to any Subject Data or other material delivered under this contract.

Attachment B to Proposal Form

For the Purchase of Art and Historical Materials

Of Golden State Mutual Life Insurance Company in Conservation

Submitted by: National Museum of African American History and Culture, Smithsonian Institution

October 29, 2010

Email correspondence July 27-28, 2010 with Scott Pearce, Chief Estate Trust Officer

2 pages

Howard, Cori

From: Pearce, Scott [PearceS@caclo.org]
Sent: Tuesday, July 27, 2010 5:32 PM
To: Howard, Cori
Cc: Holloway, Joe
Subject: Art Proposal

Ms. Howard,

In response to your last phone message you may email me at this address. As we discussed the CLO on behalf of GSM will try to work with you regarding payment logistics should your organization submit a bid with terms deemed acceptable and that we can support court ratification of.

Scott

CONFIDENTIALITY NOTICE

This message and any attachments are from the Conservation & Liquidation Office and are intended only for the addressee. Information contained herein is confidential, and may be privileged or exempt from disclosure pursuant to applicable federal or state law. This message is not intended as a waiver of the confidential, privileged or exempted status of the information transmitted. Unauthorized forwarding, printing, copying, distribution or use of such information is strictly prohibited and may be unlawful. If you are not the addressee, please promptly delete this message and notify the sender of the delivery error by e-mail or by calling the Conservation & Liquidation Office at (415)676-5000.

Moresi, Michele

From: Howard, Cori
Sent: Wednesday, July 28, 2010 9:22 AM
To: 'Pearce, Scott'; Bunch, Lonnie; Conwill, Kinshasha Holman; Serwer, Jacquelyn; Ellis, Rex; Moresi, Michele; Ellington, Lynn; Smith, Taima H; Smith, Cynthia M.
Cc: Holloway, Joe
Subject: Art Proposal

Dear Mr. Pearce,

Thank you for working with us regarding the 25% deposit. With your permission, I would be happy to use your last email as a confirmation of our phone conversation on June 27 and to the agreement below.

The National Museum of African American History and Culture has received exemption from the 25% deposit that is due with proposals to Golden State Mutual Life Insurance Company in Conservation on Friday, July 30, 2010 for the murals by Charles Alston and Hale Woodruff. The museum has received this exemption by the Chief Estate Trust Officer Scott Pearce on Tuesday, July 27, 2010 with the understanding that Smithsonian policies must be followed to establish a purchase order and process payment, which requires more time. NMAAHC will provide an explanation of the logistical process in place of the deposit and with our proposal which will define our interest and reputation. NMAAHC will establish a purchase order with GSM once the museum has been selected for this purchase.

Sincerely,
Cori Howard
Curatorial Assistant

Office of Curatorial Affairs
National Museum of African American History and Culture
Smithsonian Institution
T: 202.633.0255
F: 202.633.7364
howardcl@si.edu



Smithsonian
*National Museum of African American
History and Culture*

SMITHSONIAN

FAX

Office of Curatorial Affairs

To: Scott Pearce, Chief Estate Trust Officer
323-732-2139

From: Michèle Gates Moresi, Curator of Collections
Ph., 202-633-4762; Fax, 202-633-7364

Re: Proposal to Golden State Mutual Life Insurance Company in Conservation

Date: 30 July 2010

Total Pages: 18
(including cover page)

Message:

Dear Mr. Pearce:

Please find a proposal from the Smithsonian National Museum of African American History and Culture (NMAAHC) to purchase two works of art. Thank you for your cooperation to accommodate the Smithsonian's payment processes. The information has been included in the proposal document.

At your earliest convenience please confirm receipt of the proposal. In addition, please let us know if at this time the notification date is expected to go beyond August 31, 2010.

SMITHSONIAN INSTITUTION
Capital Gallery, Suite 7001
MRC 509, PO Box 37012
Washington, DC 20013-7012
202.633.4751 Telephone
202.633.4816 Fax



Smithsonian
*National Museum of African American
History and Culture*

Office of the Director

July 30, 2010

Mr. Scott Pearce, Chief Estate Trust Officer
Golden State Mutual Life Insurance Company in Conservation

Dear Mr. Pearce:

We respectfully submit our bid for the two historic murals by Charles Alston and Hale Woodruff. We hope that these monumental works will come to the National Museum of African American History and Culture (NMAAHC), the Smithsonian Institution's newest museum. The Smithsonian is America's own complex of major museums open and free to all visitors seven days a week, twelve months a year.

NMAAHC is currently completing the design phase for its new building to be located on The National Mall, Constitution Avenue, NW, between 14th and 15th Streets, in the shadow of the Washington Monument, and in view of all the major sites representing our National past. NMAAHC will tell the American story through the African American lens, bringing to life the history that all Americans share.

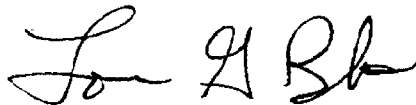
As the first national museum dedicated to the African American experience, the presentation must be rich with artifacts and stories from around the United States. When it comes to the history of California, there is no better or more compelling vehicle than the two murals devoted to *The Negro in California History* by Charles Alston and Hale Woodruff. The murals also provide an opportunity to tell the remarkable story of the institution that commissioned them, the Golden State Mutual Insurance Company.

The history of the company, its entrepreneurial successes, and its major role in LA's black community deserve to be celebrated on a national scale. The murals installed in a prominent place in the new museum would accomplish this worthy goal. The Smithsonian-wide programs enjoy an annual visitorship of over 30 million. As a result, the murals would be accessible to a vast public who could view them, enjoy them, and carry away the inspiring messages they embody—black agency, resilience, creativity, and success against the odds.

Finally, the Smithsonian is in a unique position to ensure the long-term preservation of these grand paintings. Housed in a museum, the murals will be placed in an optimal environment to maintain their condition while also making them accessible to visitors. Regular collaboration with the Smithsonian's own Museum Conservation Institute provides us with the best conservators for whatever preservation work may be needed in the future. Here at the Smithsonian, these national treasures can be properly cared for and enjoyed for generations to come. The National Museum of African American History and Culture would be honored to present these masterpieces in its glorious new building on the National Mall. The works would be signature pieces for the museum that would help to ensure a rich visual and cultural experience for all the museum's visitors.

SMITHSONIAN INSTITUTION
National Museum of African American
History and Culture
Capital Gallery, Suite 7001
MRC 509, PO Box 37012
Washington, DC 20013-7012
202.633.4751 Telephone
202.633.4816 Fax

Sincerely,

A handwritten signature in black ink, appearing to read "Lonnie G. Bunch". The signature is fluid and cursive, with the first name "Lonnie" being more prominent than the last name "Bunch".

Lonnie G. Bunch, Founding Director

PROPOSAL FORM

FOR THE PURCHASE OF THE ART AND HISTORICAL MATERIALS OF GOLDEN STATE MUTUAL LIFE INSURANCE COMPANY IN CONSERVATION

Use this form and the attached inventory to submit your proposal for the purchase of GSM's art and/or historical material. Proposals must comply with the instructions set forth in the Request for Proposals, be submitted with the payment required, and be received at: Golden State Mutual Life Insurance Company in Conservation, Attention: Scott Pearce, Chief Estate Trust Officer, 1999 West Adams Boulevard, Los Angeles, California 90018-3514, Facsimile: (323) 732-2139. Attach additional forms or pages as necessary.

1. Your name, address, telephone number and e-mail. If business entity, also provide contact person and person authorized to contractually bind business with title, address, telephone number, e-mail:

See attachment A

2. Identify each item to be purchased by use of the attached inventory and write your proposed purchase price for each item next to the item in the column provided.

see attachment A

3. Additional terms or conditions requested by you, if any:

See attachment A

4. State the proposal amount and amount enclosed with your proposal. Please note that payment of 25% of the proposed purchase price is required for each item, payable to "Golden State Mutual Life Insurance Company in Conservation."

Purchase proposal amount: \$500,000

Amount enclosed: see attachments A + B

5. Disclosure of any relationships, current or past, with GSM or the Conservator or their staff or representatives. State the name of the person, address, telephone number, relationship, current or past, and any other information you feel is appropriate.

n/a

No.	Artist	Title/Description	Medium	Bid Price
1	Ablade	<i>Dancing Women</i>	Oil on canvas	
2	Bakari Santos	<i>Batana</i>	Bronze/Enamel Plaque	
3	Bakari Santos	<i>Batana II</i>	Bronze/Enamel Plaque	
4	Bakari Santos	<i>Oxala</i>	Bronze/Enamel Plaque	
5	Richard Barthe	<i>William Nickerson, Jr.</i>	Bronze with marble base	
6	Cleveland Belloughs	<i>Nimba With Crown</i>	Photo offset lithograph	
7	Herbert Bennett	<i>Untitled (Beast and Women)</i>	Linocut	
8	Herbert Bennett	<i>Untitled (Scales of Justice)</i>	Linocut	
9	Herbert Bennett	<i>Untitled (Justice, Women and Beast)</i>	Linocut	
10	Melonee Blocker	<i>Alpha and Omega Shield, aka Symbols, 1975</i>	Oil on canvas	
11	Bobo Tribe	<i>Polychromed Wood Mask</i>	Wood and pigment	
12	E. Branch	<i>Human Bondage II</i>	Woodcut 1/10	
13	Bruce Brice	<i>Mardi Gras Indians</i>	Tempera on paper	
14	Bruce Brice	<i>Mardi Gras, Jazz, Rock and Roll, 1980</i>	Photo offset lithograph	
15	Edgar Briere	<i>Road to the Sea (Winding Road)</i>	Oil on canvas	
16	Nathan Bustion	<i>Antelope Mask, 1980</i>	Intaglio 8/300	
17	Elizabeth Catlett	<i>El Abrazo (Embrace)</i>	Wood Sculpture	
18	Momodou Cessay	<i>Njabot (Family), 1986</i>	Serigraph 29/450	
19	Momodou Cessay	<i>Women Planting, 1977</i>	Silkscreen	
20	Carlos Cobbs	<i>Kwanzaa Guaride, 1979/1981</i>	Photo offset Lithograph	
21	Carlos Cobbs	<i>Kwanzaa Guaride, 1979/1981</i>	Photo offset Lithograph	
22	Robert Courts	<i>Moslem Musician</i>	Pastel on paper	
23	Dale Davis	<i>Crucifixion</i>	Mixed media assemblage	
24	Dale Davis	<i>Face</i>	Jewelry	
25	Dale Davis	<i>Pyramid</i>	Jewelry	
26	Dale Davis	<i>Red Sun</i>	Jewelry	
27	Dale Davis	<i>Undulate</i>	Jewelry	
28	Dale Davis	<i>Untitled Mexico</i>	Jewelry	
29	Charles Dickson	<i>Story Pole</i>	Wood and mixed media	
30	Charles Dickson	<i>Strange Fruit</i>	Wood with resin	
31	Marion Epling	<i>Mood Landscape/Polynesia</i>	Oil/Collage on canvas	
32	Claude Fiddler	<i>El Centro De Espanol, 1979-1981</i>	Etching 3/79	
33	Fills	<i>Fetish I, 1969</i>	Pastel on velvet	
34	Fills	<i>Fetish II</i>	Pastel on velvet	
35	Alice Gafford	<i>Still Life with Blue Plates</i>	Oil on panel	
36	Buraimoh Gbadamosi	<i>Shrine Figure</i>	Stone	
37	Rose Green	<i>Braids</i>	Wood Sculpture	
38	Mark Greenfield	<i>Trumpet in the Field</i>	Ink on paper	
39	Camille Higgins	<i>Woman in Rollers, aka Woman's Head - Story I</i>	Conte crayon on paper	

No.	Artist	Title/Description	Medium	Bid Price
40	Camille Higgins	<i>Generation, aka Woman's Head - Story 2, 1974</i>	Conte Crayon on paper	
41	Vanette Honeywood	<i>Sabbath, 1978</i>	Photo offset lithograph 34/250	
42	Ibo of Nigeria	<i>Two-Faced Headress</i>	Wood, pigment and feathers	
43	Harvey Johnson	<i>Harvest Seed, 1972</i>	Lithograph 5/6	
44	Harvey Johnson	<i>Untitled (After John Biggers)</i>	Oil on board	
45	Arnold Love	<i>For Bill & His Cosmos & Thing, 1967</i>	Sepiatone 1/6	
46	Arnold Love	<i>Two Piece Bone Form</i>	Resin over wire mesh	
47	E. Marshall	<i>Tembo</i>	Silkscreen 7/22	
48	Mende of Sierra Leone	<i>Mende Society Mask</i>	Wood	
49	Willie Middlebrook	<i>Imani</i>	Black and white photograph	
50	Willie Middlebrook	<i>My Father's Funeral</i>	Black and white photograph	
51	Willie Middlebrook	<i>The Child</i>	Black and white photograph	
52	Willie Middlebrook	<i>The Mother</i>	Black and white photograph	
53	Willie Middlebrook	<i>Three Generations</i>	Black and white photograph	
54	Willie Middlebrook	<i>Van Der Zee The Master</i>	Black and white photograph	
55	Clifford Moore	<i>Kitchen Still Life</i>	Oil on canvas	
56	Howard Morehead	<i>Massai Women</i>	Color photograph	
57	Howard Morehead	<i>Rio</i>	Color photograph	
58	John Offutt	<i>Impasse/Sunrise, 1984</i>	Acrylic/Oil on board	
59	Osro Olatunde	<i>Untitled (Chief Olorunjobo), 1970</i>	Watercolor/pen on paper	
60	Charles Paige	<i>Funeral Painting (Cross)</i>	Watercolor on paper	
61	Charles Paige	<i>Funeral Painting (Pall-bearers)</i>	Watercolor on paper	
62	Charles Paige	<i>Girl in Chair</i>	Lithograph	
63	Charles Paige	<i>Harriet Tubman</i>	Acrylic on Board	
64	Charles Paige	<i>Home Series: Raggedy Ann</i>	Acrylic/Chalk on paper	
65	Charles Paige	<i>Home Series: The Window</i>	Acrylic/Chalk on paper	
66	Charles Paige	<i>Sleeping</i>	Acrylic on Board	
67	William Pajaud	<i>Sun Flowers</i>	Oil on board	
68	William Pajaud	<i>Wild Turkey</i>	Oil on board	
69	Michael Perry	<i>Running, Standing, Walking Woman</i>	Aquatint etching	
70	Ronnie Phillips	<i>All Dressed Up</i>	Color photograph	
71	Ronnie Phillips	<i>Shoe Sole</i>	Sepia Photograph	
72	Jerome Prettyman	<i>Old Folks aka Old Man</i>	Graphite on board	
73	John T. Riddle	<i>Fifteen, 1979</i>	Silkscreen print 14/34	
74	Bobby Sengstacke	<i>Milk of Love</i>	Black and white photograph	
75	Bobby Sengstacke	<i>Soul Eyes</i>	Black and white photograph	
76	Jaschab	<i>Untitled</i>	Enamel on metal plate	
77	Bassett	<i>Untitled</i>	Ceramic plate	
78	Theodore Sims	<i>Young Man, 1972</i>	Pencil on paper	

No.	Artist	Title/Description	Medium	Bid Price
79	Alexander Boghassian Skunder	<i>African Images</i>	Casien on paper	
80	Hughie Lee-Smith	<i>George A. Beavers Jr.</i>	Oil on canvas	
81	Hughie Lee-Smith	<i>Norman O. Houston</i>	Oil on canvas	
82	Chuck Stewart	<i>Billie Holiday, 1955</i>	Black and white photograph	
83	Curtis Tann	<i>African Mask</i>	Batik	
84	Harvey Johnson	<i>Untitled (Figure)</i>	Graphite on paper	
85	Tyrone Whitmore	<i>Untitled (Girl: Blue Background)</i>	Painting	
86	Unknown	<i>Untitled (Green Abstract Metal Statue)</i>	Metal	
87	Edward Pryce	<i>Untitled (Abstract)</i>	Painting	
88	Unknown	<i>Untitled (Black Form Against White Sky with Orange Sun)</i>	Painting	
89	Unknown	<i>Untitled (Abstract)</i>	Painting	
90	Unknown	<i>Untitled</i>	Glazed Wooden Sculpture	
91	Unknown	<i>Untitled Wall Hanging</i>	Woven wool	
92	Unknown (African)	<i>African Market Women</i>	Oil on canvas	
93	Unknown (African)	<i>Cross River Stone</i>	Engraved Stone	
94	Unknown (African)	<i>Female Nigerian Plaque</i>	Print Etched on wood	
95	Unknown	<i>Male Bedpost 1 of 2</i>	Wood Sculpture	
96	Unknown	<i>Untitled (Man with bird)</i>	Wood Sculpture	
97	Unknown (African)	<i>Male Nigerian Plaque</i>	Print Etched on wood	
98	James Van der Zee	<i>Black Jews of Harlem</i>	Sepia Photograph	
99	Ian White	<i>Untitled</i>	Ceramic Sculpture	
100	John Whitmore	<i>Not My Son</i>	Charcoal on paper	
101	Paul R. Williams (Office of)	<i>Golden State Mutual Life Building</i>	Lithograph	
102	Kathleen Wilson	<i>Musicians, 1984</i>	Photo offset lithograph 30/950	
103	Kathleen Wilson	<i>Native Women, 1984</i>	Photo offset lithograph 55/950	
104	Stanley C. Wilson	<i>Ancestral Fragments, 1980</i>	Ceramic and String	
105	Beulah Woodard	<i>Cowrie Shell Mask</i>	Wood, hair and cowrie shells	
106	Beulah Woodard	<i>Dogon Mask</i>	Wood and copper	
107	Richard Wyatt	<i>E.I. Johnson</i>	Oil on canvas	
108	Richard Wyatt	<i>Woman with Roses, 1984</i>	Oil on canvas	
109	Richard Wyatt	<i>The Insurance Man [Study for mural by same name]</i>	Pencil on paper	
110	Al Porter	<i>Desert Mountains</i>	Watercolor on paper	
111	Al Porter	<i>Desert Night</i>	Watercolor on paper	
112	Al Porter	<i>Flowers</i>	Watercolor on paper	
113	Al Porter	<i>Ships</i>	Watercolor on paper	
114	Joe Sims	<i>#7</i>	Oil on canvas	
115	Joe Sims	<i>Portrait Series</i>	Oil on canvas	
116	John Biggers	<i>The Family 1</i>	Photo offset lithograph	
117	John Biggers	<i>The Family 2</i>	Photo offset lithograph	

No.	Artist	Title/Description	Medium	Bid Price
118	John Biggers	<i>The Family 3</i>	Photo offset lithograph	
119	H. Kofi Shabaz	<i>Queen Lady Day</i>	Lithograph	
120	Cedric Adams	<i>Untitled July 1974 (Hand Signed)</i>	Photo offset lithograph	
121	Cedric Adams	<i>Untitled January 1974 (Hand Signed)</i>	Photo offset lithograph	
122	Charles White	<i>Untitled 1960</i>	Photo offset lithograph	
123	William Pajaud	<i>Martin Luther King, Jr.</i>	Ink on paper napkin	
124	Melonce Blocker	<i>Ensenadu August</i>	Mixed media on board	
125	Charles Alston	<i>The Negro in California History: Exploration and Colonization</i>	Oil on canvas	250,000
126	Hale Woodruff	<i>The Negro in California History: Settlement & Development</i>	Oil on canvas	250,000

TOTAL AMOUNT: \$ 500,000

Attachment A to Proposal Form

For the Purchase of art and Historical Materials

Of Golden State Mutual Life Insurance Company in Conservation

Submitted by: National Museum of African American History and Culture, Smithsonian Institution

July 30, 2010

1. Contact information:

Museum contact: Michele Gates Moresi, curator of collections

NMAAHC Smithsonian

Capital Gallery Suite 7001

MRC 509 PO Box 37012

Washington DC 20013-37012

Phone: 202-633, 4762

Fax: 202-633-7364

Email: moresim@si.edu

Person authorized to contractually bind business: Carol Monahan, Associate Director, Simplified Acquisition Division, Office of Contracting & Personal Property Management
Smithsonian Institution

Physical address:

2011 Crystal Dr, Ste 350

Arlington, VA 22202-3709

Phone: 202-633-7279

Fax: 202-633-7305

USPS address:

MRC 1200, PO Box 37012

Washington, DC 20013-7012

2. Items and purchase price

125. Charles Alston, *The Negro in California History: Exploration and Colonization...* \$250,000

126. Hale Woodruff, *The Negro in California History: Settlement & Development...* \$250,000

3. Additional terms or conditions requested:

a) Please contact the museum should there be any questions or concerns regarding this bid. We would like every opportunity to make clear our intentions and discuss details on the offer.

b) The Smithsonian has obtained a waiver of the 25% payment of the proposal price per its

Attachment A to Proposal Form

correspondence with Mr. Scott Pearce July 27-28, 2010 (see ATTACHMENT B), in order to accommodate the Smithsonian's established Purchase Order procedures to expend federal funds. These procedures include:

- Enrollment in the Smithsonian Institution vendor system to receive electronic payments
- Registration in the Central Contracting Registration (CCR) online system
- Creation of a Purchase Order document that will include Smithsonian Institution standard terms and conditions (see ATTACHMENT C) and the following Rights-In -Data clause (see ATTACHMENT C). This purchase order and any agreement between parties shall be governed by and construed under United States Code of Federal Regulations.
- Review and approval by an authorized contracting officer
- Submission of an invoice for payment

This proposal to Golden State Mutual Life Insurance Company in Conservation has been reviewed and approved by the NMAAHC Director, Lonnie Bunch and by the person authorized to contractually bind business for the Smithsonian. Should the Smithsonian's proposal be accepted, the Smithsonian will promptly create and execute a Purchase Order for the entire proposal amount of \$500,000, as stipulated in the requirements of the Request for Proposals.

4. Proposal amount: \$500,000

Amount enclosed: n/a, per item 3b above

5. Disclosure: n/a

Attachment B to Proposal Form

For the Purchase of art and Historical Materials

Of Golden State Mutual Life Insurance Company in Conservation

Submitted by: National Museum of African American History and Culture, Smithsonian Institution

July 30, 2010

Email correspondence July 27-28, 2010 with Scott Pearce, Chief Estate Trust Officer

2 pages

Howard, Cori

From: Pearce, Scott [PearceS@cacio.org]
Sent: Tuesday, July 27, 2010 5:32 PM
To: Howard, Cori
Cc: Holloway, Joe
Subject: Art Proposal

Ms. Howard,

In response to your last phone message you may email me at this address. As we discussed the CLO on behalf of GSM will try to work with you regarding payment logistics should your organization submit a bid with terms deemed acceptable and that we can support court ratification of.

Scott

CONFIDENTIALITY NOTICE

This message and any attachments are from the Conservation & Liquidation Office and are intended only for the addressee. Information contained herein is confidential, and may be privileged or exempt from disclosure pursuant to applicable federal or state law. This message is not intended as a waiver of the confidential, privileged or exempted status of the information transmitted. Unauthorized forwarding, printing, copying, distribution or use of such information is strictly prohibited and may be unlawful. If you are not the addressee, please promptly delete this message and notify the sender of the delivery error by e-mail or by calling the Conservation & Liquidation Office at (415)676-5000.

Moresi, Michele

From: Howard, Cori
Sent: Wednesday, July 28, 2010 9:22 AM
To: 'Pearce, Scott'; Bunch, Lonnie; Conwill, Kinshasha Holman; Serwer, Jacquelyn; Ellis, Rex; Moresi, Michele; Ellington, Lynn; Smith, Taima H; Smith, Cynthia M.
Cc: Holloway, Joe
Subject: Art Proposal

Dear Mr. Pearce,

Thank you for working with us regarding the 25% deposit. With your permission, I would be happy to use your last email as a confirmation of our phone conversation on June 27 and to the agreement below.

The National Museum of African American History and Culture has received exemption from the 25% deposit that is due with proposals to Golden State Mutual Life Insurance Company in Conservation on Friday, July 30, 2010 for the murals by Charles Alston and Hale Woodruff. The museum has received this exemption by the Chief Estate Trust Officer Scott Pearce on Tuesday, July 27, 2010 with the understanding that Smithsonian policies must be followed to establish a purchase order and process payment, which requires more time. NMAAHC will provide an explanation of the logistical process in place of the deposit and with our proposal which will define our interest and reputation. NMAAHC will establish a purchase order with GSM once the museum has been selected for this purchase.

Sincerely,
Cori Howard
Curatorial Assistant

Office of Curatorial Affairs
National Museum of African American History and Culture
Smithsonian Institution
T: 202.633.0255
F: 202.633.7364
howardcl@si.edu

Attachment C to Proposal Form

For the Purchase of art and Historical Materials

Of Golden State Mutual Life Insurance Company in Conservation

Submitted by: National Museum of African American History and Culture, Smithsonian Institution

July 30, 2010

Smithsonian Terms and Conditions and Rights in Data clause

4 pages

SMITHSONIAN INSTITUTION PURCHASE ORDER TERMS AND CONDITIONS

1. COMPLETE AGREEMENT - The purchase order and all documents attached represent the entire agreement between the Smithsonian Institution (SI) and the Contractor. Any modification, alteration or amendment to this purchase order must be in writing and signed by an authorized agent of the SI.

2. INSPECTION AND ACCEPTANCE - The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The SI reserves the right to inspect, test or evaluate any supplies or services that have been tendered for acceptance. The SI may require repair or replacement of nonconforming supplies or re-performances of nonconforming services at the Contractor's expense. The SI must exercise its post acceptance rights- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. Inspection and acceptance will be at destination, unless otherwise provided in writing. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless less results from negligence of the SI. Final acceptance by the SI will be conditional upon fulfillment of the above requirements.

3. OVERPAYMENT - If the Contractor becomes aware of a duplicate invoice payment or that the SI has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

4. USE OF SMITHSONIAN NAME OR LOGO PROHIBITED - The SI owns, controls and/or has registered the trademarks /service marks "Smithsonian," "Smithsonian Institution" and the Smithsonian sunburst logo. Except as may be otherwise provided herein, the Contractor shall not refer to the SI or to any of its museums, organizations, or facilities in any manner or through any medium, whether written, oral, or visual, for any purpose whatsoever, including, but not limited to, advertising, marketing, promotion, publicity, or solicitation without written consent.

5. WARRANTY - The Contractor warrants and implies that the goods and services furnished hereunder are merchantable, fully conform to the SI's specifications, drawings, designs, and are fit for intended use described in this contract. The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to all customers for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. Contractor agrees to pass through all warranties from other manufacturers.

6. TITLE - Unless otherwise specified in this contract, title to items furnished under this contract shall pass to the SI upon acceptance, regardless of when or where the SI takes physical possession.

7. EXCUSABLE DELAYS - The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the SI, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

8. DISPUTES - Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer. All disputes must be submitted within 12 months after accrual of the claim to the Contracting Officer for a written decision. The Contracting Officer shall mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and conclusive, unless within 60 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary of the Smithsonian Institution. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive, unless determined to have been fraudulent, or capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the

Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

9. TERMINATION FOR CAUSE - The SI may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the SI, upon request, with adequate assurances of future performance. In the event of termination for cause, the SI shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the SI for any and all rights and remedies provided by law. If it is determined that the SI improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

10. TERMINATION FOR THE SMITHSONIAN'S CONVENIENCE - The SI reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the SI, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the SI any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

11. CHANGES - The SI may at any time, in writing, make changes within the general scope of this purchase order to include: (1) Technical requirements and descriptions, specifications, statements of work, drawings or designs; (2) Shipment or packing methods; (3) Place of delivery, inspection or acceptance; (4) Reasonable adjustments in quantities or delivery schedules or both; and, (5) SI-furnished property, if any. If any such change causes an increase or decrease in the cost of or the time required for performance of this purchase order, the Contractor shall inform the SI in writing within thirty (30) days after receipt of change request. Any additional charges must be approved in writing by the SI authorize procurement officer executing this purchase order. Contractor shall not make any changes without the written consent of the SI authority executing this purchase order.

12. DISCLOSURE - Information relating to this purchase order shall only be used by the Contractor or subcontractor solely for the performance of this contract. Neither party shall disclose any information concerning this agreement to include the release, reproduction, distribution of any data produced in the performance of this purchase order to any third party without securing the prior written consent of the SI Contracting Officer or his/her Representative. Use or disclosure of information shall be solely for the purpose of carrying out this purchase order agreement. The SI information is provided and received in confidence, and the Contractor, subcontractor or other third parties shall at all times preserve and protect the confidentiality thereof. Any such confidential information, copies or transcripts thereof, shall be returned to the SI upon completion of the work, or immediately destroyed upon request by the SI.

13. INDEMNITY - The Contractor shall defend, indemnify, and hold harmless the SI, its Regents, directors, officers, employees, volunteers, licensees, representatives, agents and the United States Government (hereinafter referred to as "Indemnitees") from and against all actions, causes of action, losses, liabilities, damages, suits, judgments, liens, awards, claims, expenses and costs including without limitation costs of litigation and counsel fees related thereto, or incident to establishing the right to indemnification, arising out of or in any way related to:

Any breach of this Agreement, Terms and Conditions, and the performance thereof by Contractor, Subcontractor, other third parties, or any activities of Indemnitees, including, without limitation, the provision of services, personnel, facilities, equipment, support, supervision, or review; any claims of any kind and nature whatsoever for property damage, personal injury, illness or death (including, without limitation, injury to, or death of employees or agents of Contractor or any Subcontractor).

Any claims by a third party of actual or alleged direct or contributory infringement, or inducement to infringe any United States or foreign patent, trademark, copyright, common law literary rights, right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this contract or any libelous or other unlawful matter contained in such data or other intellectual property rights and damages. The contractor shall notify the SI immediately upon receiving any notice or claim related to this contract.

14. HAZARDOUS MATERIAL - The Contractor shall inform the SI in writing at the correspondence address listed on the purchase order prior to shipment and delivery of any hazardous material. Any materials required by this purchase order that are hazardous under federal, state or local statute, ordinance, regulation, or agency order shall be packaged, labeled, marked and shipped by the Contractor to comply with all federal, state and local regulations then in effect.

15. OTHER COMPLIANCES - The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

16. SECURITY CONSIDERATION - Contractor's conducting work on the SI premises are required to obtain a temporary or long-term identification badge. Contractor's employee (s) requiring a long-term identification badge is subject to a fingerprint review. An adverse finding during the fingerprint review may prohibit a contractor's employee (s) from working on the contract. The SI will inform the contractor if a long-term identification badge is required.

17. INSURANCE and BONDS - Contractor shall maintain at all times during the performance of this contract Commercial General Liability Insurance.

Contractor shall maintain Worker's Compensation Insurance in accordance with statutory requirements and limits.

If during the performance of this contract, a vehicle is required, contractor shall maintain business automobile insurance

If this contract relates to any type of media exposure, then Contractor is required to have professional errors and omissions coverage.

If this contract requires Contractor to handle Smithsonian funds or guard or protect Smithsonian artifacts, Contractor will also be required to obtain a fidelity bond or crime insurance.

Limits of such bonds or insurance policies are to be determined. SI shall be listed as an "additional insured" under the comprehensive general liability and business automobile policies. Proof of insurance shall be in the form of a binder, policy, or certificate of insurance and this is to be submitted to the SI's Procurement Officer prior to work being initiated.

18. INVOICE INSTRUCTIONS - Invoices shall be submitted to the bill to address on the face of the purchase order after delivery of supplies and/or services, and shall contain the following information:

(A) Contractor's name, address, and taxpayer identification number (TIN).

(B) Invoice date and number. (C) Purchase order number including contract line item number. (D) Item description, quantity, unit of measure, unit price, and extended price. (E) Name, title, telephone and fax number, and mailing address of point of contact in the event of an invoice discrepancy. (F) Invoice total, payment discount terms and remittance address. (G) Shipping and payment terms (e.g. shipment number, date of shipment, and discount terms). Bill of lading number and weight of shipment should be included when using Smithsonian Institution bills of lading. Prepaid shipping costs shall be indicated as a separate item on the invoice. (H) Any other information or documentation required by other provisions of the contract.

19. Travel - (1) If travel is specified under this purchase order; it must be pre-authorized by the Contracting Officer's Technical representative (COTR) prior to occurrence. The Contractor shall be reimbursed for such travel upon receipt of documentation that the expenses were incurred. (2) Rail or air transportation costs shall not be reimbursed in an amount greater than the cost of economy class rail or air travel unless the economy rates are not available and the Contractor certified to this fact in vouchers or other documents submitted for reimbursement. (3) Room and meals (per diem travel allowance) shall be reimbursed in accordance with the Contractor's established policy, but in no event shall such allowances exceed the rates Contractor's established in the Federal Travel Regulations. (4) The contractor shall be reimbursed for the cost of the out-of-town travel performed by its personnel in their privately owned automobiles at the rates established in the Federal travel Regulations, not to exceed the cost by the most direct economy air route between the points so traveled. If more than one person travels in the same automobile, the Contractor for such travel shall incur no duplication of or otherwise additional charges. (5) The Contractor shall be reimbursed upon receipt of appropriate documentation that the expenses were incurred. Total travel cost will not be reimbursed for an amount that exceeds the estimated amount stated in this purchase order.

20. Responsibility of Smithsonian Property: Contractor assumes full responsibility for and shall reimburse and indemnify the SI for any and all loss or damage whatsoever kind and nature to any and all SI property, including any equipment, supplies, accessories, or parts furnished, while in the Contractor's custody and care, or resulting in whole or in part from the negligent acts, omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

21. Internet Protocol Version 6 (IPv6) Compliance. In the event that Contractor will be developing, acquiring, and/or producing products and/or systems pursuant to this Contract that will be connected to a network or that will interface with the World Wide Web, the following provisions shall apply:

OMB Memo M-05-22, dated August 2, 2005, requires that all agencies' infrastructure must be using IPv6 and all agency networks must interface with this infrastructure by June 2008.

The Contractor hereby warrants and represents that the products and/or systems to be developed, acquired, and/or produced pursuant to this Contract will be IPv6 compliant. These products and/or systems must be able to receive, process, and transmit or forward (as appropriate) IPv6 packets and must be able to interoperate with other systems and protocols in both IPv4 and IPv6 modes of operation.

If the product or system will not be compliant initially, the Contractor will provide a migration path and express commitment to upgrade to IPv6 for all application and product features by June 2008. Any such migration path and commitment shall be included in the Contract price. In addition, the Contractor will have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.

CLAUSES INCORPORATED BY REFERENCE - This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make their full text available. The full text of the following FAR clauses may be viewed at www.arnet.gov/far/. For the full text of Smithsonian Institution clauses contact your procurement delegate. The Contractor shall comply with the following Smithsonian Institution and Federal Acquisition Regulation (FAR) clauses incorporated by reference, unless the circumstances do not apply: References herein to the "Government" shall be deemed to mean the Smithsonian Institution.

Smithsonian Clauses

- Minimum Insurance

FAR Clauses

- 52.222-3 Convict Labor
- 52.222-19 Child Labor
- 52.222-20 Walsh-Healey Public Contracts Act
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
- 52.222-36 Affirmative Action for Workers with Disabilities
- 52.222-41 Service Contract Act of 1965, As Amended
- 52.223-5 Pollution Prevention and Right-to-Know Information
- 52.225-1 Buy American Act-Supplies
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.232-11 Extras
- 52.233-3 Protest After Award
- 52.244-6 Subcontracts for Commercial Items

Additional FAR clauses that apply when applicable:

- 52.204-6 Data Universal Numbering System (DUNS) Number
- 52.204-7 Central Contractor Registration
- 52-208-4 Vehicle Lease Payments
- 52-208-5 Condition of Leased Vehicle
- 52-208-6 Marking of Leased Vehicles
- 52-208-7 Tagging of Leased Vehicle
- 52-211-6 Brand Name or Equal
- 52.211-17 Delivery of Excess Quantities 52-233-4 Applicable Law for Breach of Contract Claim
- 52-222-50 Trafficking Victims Protection Act (applicable to non-commercial services)
- 52-228-8 Liability and Insurance Leased Motor Vehicles
- 52-236-5 Material and Workmanship
- 52-247-29 F.o.b. Origin
- 52-247-34 F.o.b. Destination

SMITHSONIAN INSTITUTION RIGHTS-IN-DATA CLAUSE

As used herein, the term "Subject Data" includes, but is not limited to, literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic and sculptural works; motion pictures and other audiovisual works; sound recordings; and architectural works, as each of those terms are used and defined by the Copyright Act of the United States (17 USCS §101, et. seq.) (the "Copyright Act") and works of any similar nature (whether or not copyrighted) which are included in the material to be delivered under this contract.

(a) Work for Hire. All Subject Data first produced, composed, or created in the performance of this contract, where such Subject Data consists of a work: (i) specially ordered or commissioned for use as a contribution to a collective work; (ii) as part of a motion picture or other audiovisual work; (iii) as a translation; (iv) as a supplementary work; (v) as a compilation; (vi) as an instructional text; (vii) as a test; (viii) as answer material for a test; or (ix) as an atlas, as each of those terms are used and defined by the Copyright Act, shall be considered a "work made for hire," as that term is defined under the Copyright Act. The copyright to such Subject Data shall be the exclusive property of Smithsonian and may be registered by the Smithsonian Institution in its own name.

(b) Other Copyrightable Works. All Subject Data first produced in the performance of this contract, where such Subject Data consists of copyrightable materials that do not fall within the enumerated categories for work for hire, shall become the property of Smithsonian. Contractor hereby transfers to Smithsonian full legal title and all right, title, and interest in the copyright to all such Subject Data, including without limitation, all preliminary renditions of the Subject Data whether or not such renditions are actually delivered to Smithsonian. The copyright to such Subject Data shall be the exclusive property of Smithsonian and may be registered by the Smithsonian Institution in its own name.

(c) Except as specified herein, no Subject Data first produced in the performance of this Agreement may be published or reproduced by Contractor in whole or in part, in any manner or form, without Smithsonian's prior written consent. Contractor agrees that no right at common law or in equity shall be asserted, and no claim to copyright by statute shall be established by Contractor in any such Subject Data without Smithsonian's prior written consent. Contractor shall secure Smithsonian's legal title and interests in and to all Subject Data that is produced for Contractor by third parties pursuant to this Agreement.

(d) License for Other Subject Data. Excluding the Subject Data which Smithsonian owns or has already obtained a license for, Contractor hereby grants to Smithsonian a royalty-free, non-exclusive, perpetual, and irrevocable license in all copyrighted or copyrightable Subject Data not first produced, composed, or created in the performance of this Agreement, but which is incorporated in the material furnished under this Agreement. Such license includes, without limitation, the rights to reproduce, publish, translate, broadcast, transmit, distribute, exploit, display, use, sell, and/or dispose of such Subject Data in any manner, and to authorize others to do so. In the event that Contractor does not have the right to grant such a license with respect to any such Subject Data, Contractor shall immediately notify the Smithsonian of this fact and

obtain Smithsonian's prior written permission to incorporate such Subject Data in the work. Without this notification, Smithsonian will be acting in reliance on this contract and will presume that it possesses all necessary rights and is free to make whatever use of the Subject Data that Smithsonian determines is in its best interests.

(e) The Contractor hereby warrants that the Subject Data delivered to Smithsonian pursuant to this contract does not infringe statutory copyrights or common law literary rights of Contractor or others and contains no matter libelous or otherwise unlawful. Contractor agrees to indemnify the Smithsonian Institution, its Board of Regents, officers, agents, and employees against any liability, including costs and expenses, for: (i) violations of copyright or any other property rights arising out of the use, reproduction, or disposition of any Subject Data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in said Subject Data.

(f) The Contractor agrees to report in writing to the Smithsonian Office of the General Counsel, promptly and in reasonable detail, any notice or claims of copyright infringement received by Contractor with respect to any Subject Data or other material delivered under this contract.