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Attorneys for Richard J. Laski, Chapter 11 Trustee

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**LOS ANGELES DIVISION**

In re

**HOLY HILL COMMUNITY CHURCH,**

Debtor.

Case No. 2:14-bk-21070-WB

Chapter 11

**NOTICE OF (I) ENTRY INTO PURCHASE  
AND SALE AGREEMENT AND (II)  
POTENTIAL ASSUMPTION AND  
ASSIGNMENT OF CERTAIN  
EXECUTORY CONTRACTS AND  
UNEXPIRED LEASES IN CONNECTION  
WITH THE SALE OF SUBSTANTIALLY  
ALL OF THE ESTATE'S ASSETS**

[No Hearing Required]

1 **TO THE HONORABLE JULIA W. BRAND, UNITED STATES BANKRUPTCY**  
2 **JUDGE; AND ALL INTERESTED PARTIES:**

3 **PLEASE TAKE NOTICE OF THE FOLLOWING:**

4 1. On April 30, 2015, Richard J Laski , Chapter 11 Trustee (the “Trustee”) of the  
5 chapter 11 estate (the “Estate”) of Holy Hill Community Church (the “Debtor”) in the above-  
6 captioned chapter 11 case, filed a motion (the “Sale Motion”) with the United States Bankruptcy  
7 Court for the Central District of California, Los Angeles Division (the “Court”) seeking among  
8 other things, entry of an order: (a) approving and authorizing (i) the sale of the Property free and  
9 clear of all liens, claims, and encumbrances; (ii) approving the asset purchase agreement; (iii)  
10 authorizing and approving the assumption and assignment of executory contracts and unexpired  
11 leases (the “Contracts”); and (iv) related relief.<sup>1</sup>

12 2. The Sale Hearing is currently scheduled to be held on **May 22, 2015 at 10:00 a.m.**  
13 (prevailing Pacific Time) at the United States Bankruptcy Court for the Central District of  
14 California, Los Angeles Division, before the Honorable Julia W. Brand, United States  
15 Bankruptcy Judge. The Sale Hearing may be adjourned or rescheduled without further notice  
16 except as announced at the Sale Hearing.

17 3. The Trustee may seek to assume and assign the Contracts identified on Exhibit A  
18 attached hereto (the “Potential Assignment Schedule”) in connection with the sale of the  
19 Property. The Potential Assignment Schedule identifies, among other things, the amount, if any,  
20 determined by the Trustee to be necessary to be paid to cure any existing default under each  
21 Contract (the “Cure Amount”). In certain instances the Trustee and the counterparty to a Contract  
22 have, or will have agreed, or are in negotiations to reach an agreement with respect to a reduced  
23 Cure Amount as part of the process. Such agreed amounts are listed as Proposed Cure Amounts  
24 on the attached Potential Assignment Schedule. With respect to Contracts that continue to be  
25 subject to negotiations between the Trustee on the one hand and the relative counter-party on the  
26 other, the Proposed Cure Amount is scheduled as “Under Negotiation.” The Trustee reserves the  
27 right to delete items from, supplement and modify the Potential Assignment Schedule at any time,

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Sale Motion.

1 provided that to the extent that the Trustee adds a Contract to the Potential Assignment Schedule  
2 or modify the Cure Amount, the affected party shall receive a separate notice and an opportunity  
3 to object to such addition or modification.

4 4. Objections, if any, to the proposed assumption and assignment of any of the  
5 Contracts must: (a) be in writing, (b) set forth the basis for the objection as well as any Cure  
6 Amount that the objector asserts to be due (in all cases with appropriate documentation in support  
7 thereof), and (c) be filed with the Clerk of the Court, United States Bankruptcy Court for the  
8 Central District of California, Los Angeles Division, and served on the following parties **so as to**  
9 **be actually received no later than 4:00 p.m.** (prevailing Pacific Time) **on June 15, 2015** (the  
10 "Objection Deadline"): (i) counsel to Trustee, Aram Ordubegian and Andy S. Kong of Arent  
11 Fox, LLP, 555 West Fifth Street, 48th Floor, Los Angeles, CA 90013;  
12 [aram.ordubegian@arentfox.com](mailto:aram.ordubegian@arentfox.com), [andy.kong@arentfox.com](mailto:andy.kong@arentfox.com) and (ii) the Trustee, Richard J. Laski,  
13 470 Maylin Street, Pasadena, CA 91105; [rlaski@wilshirellc.com](mailto:rlaski@wilshirellc.com). If any objections are received,  
14 a hearing on such objections (the "Cure Objection Hearing") will be held scheduled by the  
15 Trustee and noticed to the objecting party. The Cure Objection Hearing may be adjourned or  
16 rescheduled without further notice except as announced at the Cure Objection Hearing.

17 5. To the extent that a counter-party does not timely object as set forth above, such  
18 counter-party shall be (a) forever barred from objecting to the assumption and assignment of any  
19 of the Contracts identified on this Assumption Notice, including, without limitation, asserting any  
20 additional cure payments or requesting additional adequate assurance of future performance,  
21 (b) deemed to have consented to the applicable Cure Amount, if any, and to the assumption and  
22 assignment of the applicable Contract, (c) bound to such corresponding Cure Amount, if any,  
23 (d) deemed to have agreed that the Proposed Purchaser or Successful Bidder, as the case may be,  
24 has provided adequate assurance of future performance within the meaning of section  
25 365(b)(1)(C) of the Bankruptcy Code, (e) deemed to have agreed that all defaults under the  
26 applicable Contract arising or continuing prior to the effective date of the assignment have been  
27 cured as a result or precondition of the assignment, such that the Proposed Purchaser or  
28 Successful Bidder or the Estate shall have no liability or obligation with respect to any default

1 occurring or continuing prior to the assignment, and from and after the date of the assignment the  
2 applicable Contract shall remain in full force and effect for the benefit of the Proposed Purchaser  
3 or Successful Bidder and such counter-party in accordance with its terms, (f) deemed to have  
4 waived any right to terminate the applicable Contract or designate an early termination date under  
5 the applicable Contract as a result of any default that occurred and/or was continuing prior to the  
6 assignment date, and (g) deemed to have agreed that the terms of the Sale Order shall apply to the  
7 assumption and assignment of the applicable Contract.

8 6. Any request for adequate assurance information regarding the Proposed Purchaser  
9 or Successful Bidder (a "Request for Adequate Assurance") must include an email address, postal  
10 address and/or facsimile number to which a response to such request will be sent. Upon receiving  
11 a Request for Adequate Assurance, the Trustee shall promptly provide such party with any non-  
12 confidential information reasonably related to adequate assurance by email, facsimile or  
13 overnight delivery.

14 7. Failure of any counter-party to timely file or raise any objection as set forth herein  
15 shall be deemed to constitute consent to the sale of the Property to the Proposed Purchaser or  
16 Successful Bidder and other relief requested in the Sale Motion, and be a bar to any objection to  
17 the Sale Motion, the sale of the Property, assumption and assignment of the applicable Contracts  
18 and acceptance of the proposed Cure Amount, or the Trustee's consummation and performance of  
19 the terms of the Sale Agreement entered into with the Proposed Purchaser or Successful Bidder, if  
20 authorized by the Court.

21 Dated: May 1, 2015

**ARENT FOX LLP**

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24 By: /s/ Andy S. Kong

Aram Ordubegian

25 Andy S. Kong

26 Attorneys for Chapter 11 Trustee  
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# **EXHIBIT A**

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**Exhibit A**

Potential Assignment Schedule

<b>Contract Counterparty</b>	<b>Description of Agreement</b>	<b>Schedule Amount</b>	<b>Proposed Cure Amount (\$)</b>
International American Masada (tenant)	Commercial lease / non-exclusive tenancy	\$0	\$0
Ministerio Iglesia de Cristo (tenant)	Commercial lease / non-exclusive tenancy	\$0	\$0
Mobilitie Investments II, LLC and Omnipoint Communications, Inc. (lessee)	Cell tower lease agreement	\$0	\$0
Royal Street Communications California, LLC (lessee)	Cell tower lease agreement	\$0	\$0
SBA Monarch Towers III, LLC (lessee)	Cell tower lease agreement	\$0	\$0

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

Arent Fox LLP, Gas Company Tower, 555 West Fifth Street, 48th Floor, Los Angeles, CA 90013.

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF (I) ENTRY INTO PURCHASE AND SALE AGREEMENT AND (II) POTENTIAL ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH THE SALE OF SUBSTANTIALLY ALL OF THE ESTATE'S ASSETS** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **05/01/2015** I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

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

On (*date*) **05/01/2015**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

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

☐ Service information continued on attached page

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

**05/01/2015**

AMANDA KYERETWIE

*/s/ Amanda Kyeretwie*

*Date*

*Printed Name*

*Signature*



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---

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

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

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**FEDERAL AND STATE GOVERNMENT AND TAX AUTHORITIES**

Franchise Tax Board  
Bankruptcy Section, MS: A-340  
P. O. Box 2952  
Sacramento, CA 95812-2952

Internal Revenue Service  
P.O. Box 7346  
Philadelphia, PA 19101-7346

U. S. Securities and Exchange Commission  
Attn: Bankruptcy Counsel  
444 South Flower Street, Suite 900  
Los Angeles, CA 90071-9591

Employment Development Department  
Bankruptcy Group MIC 92E  
P. O. Box 826880  
Sacramento, CA 94280-0001



Los Angeles County Tax Collector  
P. O. Box 54110  
Los Angeles, CA 90054-0110

State Board of Equalization  
Account Information Group, MIC: 29  
P.O. Box 942879  
Sacramento, CA 94279-0029

Secretary of State  
State of California  
1500 - 11th Street  
Sacramento, CA 95814

Environmental Protection Agency  
Attn: Bankruptcy Department  
75 Hawthorne Street  
San Francisco, CA 94105

Environmental Protection Agency  
Attn: Bankruptcy Department  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

United States Attorney's Office  
Federal Building, Room 7516  
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Los Angeles, CA 90012

Consumer Law Section, Attn: Bankruptcy Notices  
California Attorney General's Office  
455 Golden Gate Ave., Suite 11000  
San Francisco, CA 94102-7004

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