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13 **UNITED STATES BANKRUPTCY COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**
15 **SANTA ANA DIVISION**

16 In re:

17 JALAL NEISHABOURI,

18 Debtor and Debtor in
19 Possession.

Case No. 8:16-bk-12943-TA

Chapter 11 Proceeding

**MOTION FOR ORDER APPROVING
USE OF ESTATE PROPERTY
PURSUANT TO 11 U.S.C. SECTION
363(b)(1); MEMORANDUM OF POINTS
AND AUTHORITIES AND
DECLARATION OF JALAL
NEISHABOURI IN SUPPORT
THEREOF**

[No Hearing Required Per LBR 6004-1(d)]

20
21 **TO THE HONORABLE THEODOR C. ALBERT, UNITED STATES**
22 **BANKRUPTCY JUDGE, AND THE UNITED STATES TRUSTEE, AND TO ALL**
23 **PARTIES IN INTEREST:**

24 Debtor and Debtor-in-possession Jalal Neishabouri (“Debtor”) hereby files his Motion for
25 an Order Approving Debtor’s Use of Estate Property Pursuant to 11 U.S.C. Section 363
26 (“Motion”).

27 **I. INTRODUCTION**

28 By this Motion, Debtor seeks authority pursuant to Section 363(b)(1) of the Bankruptcy

1 Code to enter into that certain lease (“Lease”) with Sweet Peaks, Inc. (“Tenant”), of Debtor’s real
2 property located at 628 W. Main St., Bozeman, MT 59715 (the “Property”). Approval of the
3 Lease is in the best interests of the estate as it will allow for the generation of additional income
4 for the benefit of the estate by allowing Debtor to fill a vacancy in the Property.

5 **II. FACTS**

6 1. On July 13, 2016 (“Petition Date”), Debtor filed a voluntary petition under chapter 11
7 of Title 11 of the Bankruptcy Code, commencing this case entitled *In re Jalal Neishabouri*, Case
8 No. 8:16-bk-12943-TA.

9 2. Debtor is managing his affairs as a debtor and debtor-in-possession. No trustee or
10 examiner has been appointed in this case.

11 3. On the Petition Date, Debtor was the fee simple owner of the Property, which is
12 property of this bankruptcy estate.

13 4. The Property includes 6,307 square foot commercial building that houses Debtor’s
14 business Anahita Rugs, and has an additional commercial tenant, Onyx Salon.

15 5. Subject to approval by this Court, Debtor and Tenant have entered into the Lease,
16 which proposes to grant to Tenant a leasehold interest in approximately thirty-five percent (35%)
17 of the Property, for a term of five (5) years, with monthly rent due starting in year one (1) of the
18 lease in the amount of \$3,372¹, including triple net expenses for taxes, insurance and common area
19 maintenance. The full terms of the Lease are set forth in **Exhibit “1”** to the Neishabouri
20 Declaration, filed concurrently herewith.

21 6. The Lease is an arms-length transaction between Debtor and Tenant, in which Debtor
22 is represented by a real estate professional². Debtor has no connection to Tenant and submits that
23 the Lease is in the best interests of the estate as it fills a vacancy in Debtor’s commercial building
24 and generates income for the estate.

25
26 ¹ The base rent increases annually from \$40,464 in year one (1), \$41,678 in year two (2), \$42,892 in year three (3),
27 \$44,106 in year four (4), and \$45,320 in year five (5).

28 ² In a separately filed Application, Debtor is seeking employment of the real estate brokerage that represented him in
connection with procuring the Lease, The Big Sky Real Estate Co., as well as approval of compensation for these
services. As set forth in the separately filed application, The Big Sky Real Estate Co. is entitled to a broker
fee/commission of 6% of the regular lease payments due under the initial term of the Lease, or \$12,867.

1 7. Based upon his knowledge and experience as a landlord in Bozeman, Montana, the
2 based upon the arms-length negotiations that led to the Lease, and the lack of higher offers for the
3 leased premises, Debtor submits that the rental rate under the Lease represents the market rate for
4 rent.

5 8. In good faith, Tenant has paid its deposit under the Lease, which is being held by
6 Debtor pending the Court's ruling on this Motion.

7 **III. ARGUMENT**

8 **A. Debtor Should Be Permitted to Enter Into the Lease**

9 Section 363(b)(1) authorizes the trustee (or a debtor in possession, who has the rights and
10 powers of a trustee) to use, sell or lease property of the estate other than in the ordinary course of
11 business. The bankruptcy court has considerable discretion in deciding whether to approve or
12 disapprove the use of estate property by a debtor in possession, in the light of sound business
13 justification. *Walter v. Sunwest Bank (In re Walter)*, 83 B.R. 14, 1988 (B.A.P. 9th Cir. Cal. 1988),
14 citing *In re Baldwin United Corporation*, 43 B.R. 888, 905 (S.D. Ohio W.D. 1984); *In re Lionel*
15 *Corporation*, 722 F.2d 1063, 1066 (2d Cir. 1983); *In re Continental Air Lines, Inc.*, 780 F.2d 1223
16 (5th Cir. 1986).

17 In this case, a sound business justification exists for allowing the Debtor to enter into the
18 Lease because the Lease represents the market rental rate for the leased premises and will increase
19 the monies flowing into the estate on account of Debtor's business operations to the benefit the
20 estate and its creditors.

21 **IV. CONCLUSION**

22 Based upon the foregoing, the Court should enter an order approving the Lease.

23 DATED: September 26, 2016

GOE & FORSYTHE, LLP

24 By: /s/Marc C. Forsythe

25 Marc C. Forsythe
26 Attorneys for Jalal Neishabouri, Debtor and
27 Debtor in possession
28

DECLARATION OF JALAL NEISHABOURI

I, Jalal Neishabouri, declare and state,

1. On July 13, 2016 (“Petition Date”), I filed a voluntary petition under chapter 11 of Title 11 of the Bankruptcy Code, commencing this case entitled *In re Jalal Neishabouri*, Case No. 8:16-bk-12943-TA.

2. I am managing my affairs as a debtor and debtor-in-possession. No trustee or examiner has been appointed in this case.

3. On the Petition Date¹, I was the fee simple owner of the Property, which is property of this bankruptcy estate.

4. The Property includes 6,307 square foot commercial building that houses my business, Anahita Rugs, and another commercial tenant, Onyx Salon.

5. Subject to approval by this Court, Debtor I have entered into the Lease with Tenant, which proposes to grant to Tenant a leasehold interest in approximately thirty-five percent (35%) of the Property, for a term of five (5) years, with monthly rent due starting in year one (1) of the lease in the amount of \$3,372², including triple net expenses for taxes, insurance and common area maintenance. A true and correct copy of the Lease is attached hereto as **Exhibit “1”** and incorporated herein.

6. The Lease is an arms-length transaction between myself and Tenant, in which I was represented by a real estate broker, The Big Sky Real Estate Co. (“Broker”). As set forth in the separately filed application, as set forth in the listing agreement, Broker is entitled to a broker fee/commission of 6% of the regular lease payments due under the initial term of the Lease, or \$12,867. Concurrently with this Motion, I am filing an application to employ and compensate the Broker. I have no connection to Tenant.

7. I believe that the Lease is in the best interests of the estate as it fills a vacancy in my commercial building and generates income for the estate.

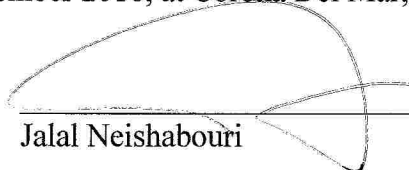
¹ Unless stated otherwise, all defined terms in this Declaration have the same meaning as that set forth in the Motion to which this Declaration is attached.

² The base rent increases annually from \$40,464 in year one (1), \$41,678 in year two (2), \$42,892 in year three (3), \$44,106 in year four (4), and \$45,320 in year five (5).

1 8. Based upon my knowledge and experience as a landlord in Bozeman, Montana, the
2 arms-length negotiations that led to the Lease, and the lack of higher offers for the leased premises,
3 I believe that the rental rate under the Lease represents the market rate for rent for the leased
4 premises.

5 9. In good faith, Tenant has paid its deposit under the Lease, which is being held by
6 Debtor pending the Court's ruling on this Motion.

7 I declare, under penalty of perjury under the laws of the United States that the foregoing is
8 true and correct. Executed this 26th day of September 2016, at Corona Del Mar, California.

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11 Jalal Neishabouri

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EXHIBIT 1

EXHIBIT 1

COMMERCIAL LEASE



1 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, INCLUDING THE
2 SPECIFIC AND GENERAL TERMS DESCRIBED BELOW. IF NOT UNDERSTOOD,
3 LANDLORD(S) AND TENANT(S) ARE ADVISED TO SEEK THE ADVICE OF
4 COMPETENT LEGAL COUNSEL.

SPECIFIC TERMS

8 **PARTIES:** The parties to this Commercial Lease are Jalal Neishabouri
9 _____ hereinafter known as "Landlord" and Sweet Peaks, Inc.
10 _____ hereinafter known as "Tenant".

12 **LEASED PROPERTY:** The Leased Property is described as follows:
628 West Main St., Bozeman, MT 59716

Sections C & D

15 The Tenant hereby agrees to lease the Leased Property pursuant to the Specific Terms and
16 General Terms as set out in this Commercial Lease.

17 **TERM:** This Commercial Lease shall begin on see addendum line 7, _____, at which time
18 Tenant shall be entitled to possession of the Leased Property and shall terminate on
19 see addendum line 7, _____, unless renewed as otherwise provided in this Commercial
20 Lease.

21 **RENT:** The Tenant agrees to pay Landlord, as rent, the amounts set out as follows:

23	Monthly Rent	\$ <u>3372.00</u> , on the <u>1st</u> day of each month, commencing <u>see addendum line 7</u> .
24	First Month's Rent	\$ <u>3372.00</u> , upon entry into this Commercial Lease.
25	Last Month's Rent	\$ <u>3372.00</u> , upon entry into this Commercial Lease.
26	Performance Deposit	\$ <u>3372.00</u> , upon entry into this Commercial Lease.
27	Common Area Maintenance "CAM"	<input checked="" type="checkbox"/> yes, equal to <u>included</u> % of the total CAM charges.
30	Taxes	<input type="checkbox"/> yes; <input type="checkbox"/> no; <input checked="" type="checkbox"/> included in CAM
31	Hazard Insurance	<input type="checkbox"/> yes; <input type="checkbox"/> no; <input checked="" type="checkbox"/> included in CAM
32	Late Charge	\$ <u>100.00</u> or _____ % of the Monthly Rent, if the Monthly Rent is not paid in full by the <u>5th</u> day of each month.

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33	Returned Check Fee	\$ <u>50.00</u> for any returned check.
34	Other	Describe: _____

36 **RENEWAL:** Provided that Tenant is not in default in the performance of the terms, conditions and/or
 37 covenants of this Commercial Lease, Tenant shall have the option to extend the term of this Commercial
 38 Lease for one additional term of _____ years or 1 additional terms of X years,
 39 by giving written notice to Landlord not later than 180 days prior to the expiration of the term
 40 or renewal term, as provided above. SD

41 **COST OF LIVING INCREASES:** The monthly rent, as set out above, shall be increased in the manner and
 42 at the times indicated as follows: SD

44	<input type="checkbox"/> No Increase	<input type="checkbox"/> per the Costs of Living Increase Paragraph in the General Terms, to be increased every <u>NA</u> years
45	<input checked="" type="checkbox"/> Other (describe manner and timing of increases) <u>annual gross rent will increase 3% annually</u>	
46	_____	
47	_____	


49 **UTILITIES:** The utilities provided to the Leased Property and checked below are the obligation of the
 50 Tenant. Tenant shall contract with and pay the utility provider directly for the indicated utilities.
 51

52	<input type="checkbox"/> Sewer / Septic	<input type="checkbox"/> Public Water	<input type="checkbox"/> Private Water	<input checked="" type="checkbox"/> Telephone
53	<input checked="" type="checkbox"/> Gas	<input checked="" type="checkbox"/> Electric	<input checked="" type="checkbox"/> Internet Access	<input checked="" type="checkbox"/> Cable
54	<input type="checkbox"/> Other/Exclusions _____			

58 Landlord shall contract with and pay the utility provider directly for any utilities provided to the Leased
 59 Premises and not checked above and not included in the CAM.

61 **MAINTENANCE:** The maintenance items checked below are the obligation of the Tenant. Tenant shall
 62 either accomplish these maintenance items or contract with and pay the service provider directly
 63 for the indicated maintenance item.

65	<input checked="" type="checkbox"/> Interior Maintenance	<input type="checkbox"/> Exterior Maintenance	<input checked="" type="checkbox"/> Janitorial	<input checked="" type="checkbox"/> Glass Repair and Maintenance
66				


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67	<input type="checkbox"/> Parking Area Maintenance	<input type="checkbox"/> Snow Removal	<input type="checkbox"/> Landscaping	<input checked="" type="checkbox"/> Heating, Air Conditioning and Ventilation
68				
69	<input checked="" type="checkbox"/> Other/Exclusions <u>See addendum Exhibit "A" for landlord's responsibility for HVAC</u>			
70				

72 Landlord shall provide any maintenance to the Leased Premises that is not checked above and not
 73 included in the CAM.

75 **PARKING:** Tenant is entitled to TBD parking spaces at the monthly cost of
 76 \$ NA.

78 **USE OF LEASED PROPERTY:** Tenant shall occupy and use the Leased Property for the purpose of
 79 Ice cream and associated sales

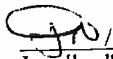
82 **LIABILITY INSURANCE.** The minimum amount of liability insurance coverage to be carried by the
 83 Tenant, at the Tenant's expense, is \$ 1,000,000, and such liability insurance shall name
 84 Landlord as additional insured.

86 **DEFAULT:** The time periods for notices of default, the terms of which are more specifically
 87 described in the General Terms, are as follows:



89	Failure to pay rent or monies payable by tenant to landlord when due	<u>10</u> days
90	Any other term, condition or covenant to be kept or performed by the	<u> </u> days
91	tenant (other than the payment of rent or monies)	

92 **MOLD DISCLOSURE:** There are many types of mold. Inhabitable properties are not, and cannot be,
 93 constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth.
 94 Information about controlling mold growth may be available from your county extension agent or health
 95 department. Certain strains of mold may cause damage to property and may adversely affect the health of
 96 susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation.
 97 Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems.
 98 Some experts contend that certain strains of mold may cause serious and even life-threatening diseases.
 99 However, experts do not agree about the nature and extent of the health problems caused by mold or
 100 about the level of mold exposure that may cause health problems. The Centers for Disease Control and
 101 Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's
 102 agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold.
 103 It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer
 104 or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent
 105 upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager
 106 who provides this mold disclosure statement, provides for the disclosure of any prior testing and any
 107 subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any
 108 action based on the presence of or propensity for mold in a building that is subject to any contract to
 109 purchase, rent, or lease.

110 The Owner, Landlord, and/or Property Manager disclose that they have knowledge that the building or
 111 buildings on the property have mold present in them. This disclosure is made in recognition that all
 112 inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus,
 113 mildew or spores). The Owner, Landlord, and/or Property Manager are not representing that a significant
 114 mold problem exists or does not exist on the property, as such a determination may only be made by a
 115 qualified inspector.


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116 If Owner/Landlord knows a building located on the property has been tested for mold, Owner/Landlord has
117 previously provided or with this Disclosure provides the Tenant a copy of the results of that test (if available)
118 and evidence of any subsequent mitigation or treatment.

120 The undersigned Tenant acknowledges receipt of this Disclosure, the test results (if available) and evidence
121 of subsequent mitigation or treatment. The undersigned Tenant agrees that it is their responsibility to hire a
122 qualified inspector to determine if a significant mold problem exists or does not exist on the property. They
123 further, acknowledge that the Owner, Landlord, and/or Property Manager, who have provided this
124 Disclosure, are not liable for any action based on the presence of or propensity for mold in the property.
125 The parties hereto, all agree that the transaction contemplated by this document may be conducted by
126 electronic means in accordance with the Montana Uniform Electronic Act.

128 [] Attached is a Methamphetamine Disclosure Notice

130 NOTICE: The mailing address of both parties to this Commercial Lease, for payment of rents and all
131 notice purposes are as follows:

Table with 2 columns: Landlord, Tenant. Landlord address: 201 E. Main St., Bozeman, MT 59715.

138 SPECIAL PROVISIONS:
See Exhibit "A" attached as addendum to this lease agreement

143 licensees identified hereafter have been involved in this transaction in the capacities indicated below and the
144 parties have previously received the required statutory disclosures setting forth the licensees duties and the
145 limits of their obligations to each party. The parties further agree that the term "seller's agent" is synonymous
146 with the term "landlord's agent" and the term "buyer's agent" is synonymous with the term "tenant's agent".
147 "buyer's agent" is synonymous with the term "tenant's agent".

149 John Bauchman of The Big Sky Real Estate Co.
150 (name of licensee) (name of brokerage company)
151 is acting as [x] seller's agent [] buyer's agent [] dual agent [] statutory broker
152 Trent Lister of Christie's Pure West
153 (name of licensee) (name of brokerage company)
154 is acting as [] seller's agent [x] buyer's agent [] dual agent [] statutory broker

156 CONCLUSION: The parties to this Commercial Lease hereby agree to the Specific Terms, as set forth
157 above, and further understand and agree that the General Terms contained on the following pages and
158 in any addendums here to are an integral part of this Commercial Lease.

160 Samuel Dauenhauer / 9/1/2016 Landlord Signature Date
161 Tenant Signature Date
163 Marissa Keenan / 9/1/2016 Landlord Signature Date
164 Tenant Signature Date

166 IT IS UNDERSTOOD THAT THE GENERAL TERMS CONTAINED IN THE PAGES THAT
167 FOLLOW THIS PAGE ARE AN INTEGRAL PART OF THIS COMMERCIAL LEASE.

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days as
except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed
on the next business day.

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168

GENERAL TERMS

170 **RENT:** Rent is payable in advance or on or before 5:00 p.m. on the day indicated on for
171 each calendar month to Landlord at the address indicated in the Specific Terms of this
172 Commercial Lease, or at such other place as may be designated by Landlord from time
173 to time. Acceptance of rent does not constitute a waiver of prior Tenant default. All
174 payments made by Tenant shall apply first to the oldest sums due and owing under the
175 terms of this Commercial Lease. All sums due under the terms of this lease shall be
176 deemed additional rent and paid and collected as such.

178 **RENEWALS:** Any renewal of this Commercial Lease permitted under the Specific Terms
179 shall be on the same terms and conditions as are provided this Commercial Lease and at
180 the same rent as was last being paid by Landlord, prior to renewal, being further subject
181 to all Cost of Living Adjustments as provided for herein.

183 **COST OF LIVING INCREASES:** If the Cost of Living Increases is selected in the Specific
184 Terms, at the times as set out in the Specific Terms of this Commercial Lease the Monthly
185 Rent shall be increased to reflect any increase in the cost of living based upon the increase
186 in the U.S. Consumer Price Index for All Urban Consumers, as published by the Bureau
187 of Labor Statistics for the metropolitan area closest in proximity to the Leased Property (the
188 "CPI"). The increase shall be calculated as follows:

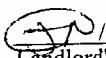
190 The Initial Monthly Rent called for in this Commercial Lease, multiplied by the
191 CPI for most current month before the adjustment is to take effect, divided
192 by the CPI for the month that this Commercial Lease commenced shall equal
193 the increased Monthly Rent.

195 In no event shall the Monthly Rent be decreased under the terms of this section.



197 **LATE CHARGE:** In the event rent is not paid by the date set out in the Specific Terms of
198 this Commercial Lease, a late charge in the amount set forth in the Specific Terms shall
199 arise. The late charge period is not a grace period and Landlord is entitled to pursue the
200 remedies provided herein if rent is not paid when due. All late fees shall be deemed
201 additional rent for the rental month and shall be paid and collected as such.

203 **RETURNED CHECKS:** In the event any payment, made by check, to the Landlord by
204 Tenant is returned unpaid, whether because of lack of funds, closed account, stop
205 payment or otherwise, the Tenant's payment shall not be considered made until such funds
206 are made good. In addition Tenant shall pay the Returned Check Fee set out in the
207 Specific Terms of this Commercial Lease and from that time forward all payments must be
208 in the form of a cashier's check or money order.

210 **PERFORMANCE DEPOSIT:** To insure that Tenant will fully and faithfully perform all duties
211 and obligations required of the Tenant as set forth in this Commercial Lease, during its
212 term, Tenant shall tender to Landlord concurrent with the execution of this Commercial
213 Lease, a performance deposit in the amount as set out in the Specific Terms. Tenant


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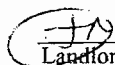
214 agrees that Landlord shall hold such funds in Landlord's own account and utilize such funds
215 for satisfying Tenant's performance obligations under the term of this Commercial Lease.
216 Tenant specifically authorizes Landlord to apply such portion of the performance deposit as
217 Landlord deems necessary and at such time as Landlord may deem appropriate to offset
218 any delinquent rents, satisfy any liens or attachments levied against the Leased Property as
219 a result of judgments, liens or encumbrances incurred by Tenant, or to satisfy any other
220 performance required of Tenant. In the event Landlord elects to apply from the performance
221 deposit sums to cure any existing or potential default of Tenant, the default shall not be
222 deemed cured or satisfied by the application of funds from the performance deposit and will
223 not be deemed cured or satisfied until the amount of the performance deposit has been
224 restored to its original balance.

226 **COMMERCIAL LEASE:** The parties agree and acknowledge that this Commercial Lease
227 is a commercial lease and as such the rights and obligations of the parties are as set forth
228 herein, and neither the provisions of the Montana Residential Landlord and Tenant Act of
229 1977 as amended, nor the Residential Tenants Security Deposits Act are applicable to the
230 parties' rights and obligations as set forth under this Commercial Lease.



232 **USE:** Tenant shall occupy and use the Leased Property for the purposes as described in
233 the Specific Terms. Tenant shall not use nor permit the Leased Property to be used for
234 any purpose other than that set forth in the Specific Terms. To the extent that Tenant's
235 use of the Leased Property causes an increase in the premiums for hazard insurance
236 maintained by the Landlord on the Leased Property, the Tenant shall pay for such
237 increased cost. Tenant further covenants and agrees to observe and comply promptly and
238 completely with all statutes, ordinances, rules, orders, regulations, and requirements of
239 Federal, State, County and City governments regulating the use by the Tenant of the
240 Leased Property. The restrictions set forth in this paragraph shall extend to all agents and
241 employees of Tenant. Further, Tenant shall not use or occupy the Leased Property in any
242 manner which interferes with or disturbs the lawful use and occupancy of the adjacent
243 premises or tenants.

245 **MAINTENANCE:** In the Specific Terms, where it refers to Exterior Maintenance, it
246 specifically includes maintenance of the exterior walls of the building in which the Leased
247 Property is located, its roof, foundation and sidewalks, but does not include repair and
248 maintenance to glass, maintenance of parking areas and snow removal, which are
249 separately addressed. In the Specific Terms, where it refers to Interior Maintenance, it
250 specifically includes maintenance of interior walls, ceilings, and flooring of the Leased
251 Property, plumbing, and electrical systems serving the Leased Property, fixtures located
252 in the Leased Property, but does not include repair and maintenance to glass,
253 maintenance of parking areas and snow removal, which are separately addressed.
254 Regardless of which party is required to maintain a specific item, if damage occurs to such
255 item so as to ordinarily require repair or maintenance by one party, but such damage is
256 caused by the negligence or fault of the other party, the other party shall repair the same
257 in a good, satisfactory and workmanlike manner at his sole expense.

259 **ANIMALS / PETS:** Unless otherwise provided herein, no animals will be brought on the


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260 Leased Property by Tenant or guest at any time other than guide dogs assisting a
261 handicapped person.

263 **RULES AND REGULATIONS:** Landlord may adopt such reasonable written rules and
264 regulations as it deems appropriate for the use and occupancy of the Leased Property.
265 Landlord shall provide copies of such rules and regulations to the Tenant upon entry into
266 this Commercial Lease and shall further provide the Tenant with copies of any
267 amendments to such rules and regulations. Tenant shall comply with all reasonable written
268 rules and regulations adopted by the Landlord.

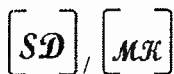
270 **ORDINANCES AND STATUTES:** Tenant shall comply with all applicable statutes,
271 ordinances, and requirements of all municipal, county, state, and federal authorities and
272 with any applicable private restrictive covenants regarding the use of the Leased Property.

274 **HAZARDOUS MATERIALS:** Tenant shall not cause or permit any Hazardous Substance to
275 be used, stored, generated or disposed of on or in the Leased Property by Tenant, Tenant's
276 agents, employees, contractors or invitees, other than such materials typically used, stored,
277 generated or disposed of in the normal course of operation of a business or operation as
278 described in the "use" paragraphs of this Commercial Lease, provided such use, storage,
279 generation and disposal is in compliance with all applicable federal, state and local statutes,
280 laws, regulations and ordinances. If Hazardous Substances are used,
281 stored, generated or disposed of on or in the Leased Property except as permitted above,
282 or if the Leased Property becomes contaminated at any time after the possession date in
283 any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless
284 the Landlord from any and all claims, damages, fines, judgments, penalties, costs,
285 liabilities or losses (including, without limitation, a decrease in value of the Leased
286 Property, damages due to loss or restriction of rentable or usable space, or any damages
287 due to adverse impact on marketing of the space, and any and all sums paid for settlement
288 of claims, attorneys' fees, consultant and expert fees) arising during or after the term of this
289 Commercial Lease and arising as a result of such contamination by Tenant. This
290 indemnification includes, without limitation, any and all costs incurred due to any
291 investigation of the site or any cleanup, removal or restoration mandated by a federal, state
292 or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes
293 or permits the presence of any hazardous substance on the Leased Property and such
294 results in contamination, Tenant shall promptly, at Tenant's sole expense, take any and
295 all necessary action to return the Leased Property to the condition existing prior to the
296 presence of any such hazardous substance on the Leased Property. Tenant shall first obtain
297 Landlord's approval for any such remedial action. As used herein, "Hazardous Substance"
298 means any substance which is toxic, ignitable, reactive, or corrosive, and which is regulated
299 by any local government, the State of Montana, or the United States Government.
300 "Hazardous Substance" includes any and all materials or substances which are defined as
301 "hazardous waste," "extremely hazardous waste," or "hazardous
302 substance," pursuant to state, federal or local governmental law. "Hazardous Substance"
303 includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCBs") and petroleum.

305 **PARKING:** Tenant is entitled to the number of parking spaces for the cost, as indicated in


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Tenant's Initials

306 the Specific Terms. The cost of parking, if any, shall be considered a part of and paid along
307 with the Monthly Rent. Such parking shall be used for parking of licensed, operating motor
308 vehicles only. No parking is permitted for trailers, boats, campers, buses or trucks larger
309 than one-ton. Landlord may assign parking spaces, and upon doing so the Tenant,
310 Tenant's employees, guests and invitee's shall limit their parking to such assigned spaces.
311 Vehicles leaking fluids shall not be parked in the parking spaces and no mechanical work
312 (other than emergency repairs) or storage of unlicensed or inoperable vehicles is
313 permitted.

315 **ASSIGNMENT AND SUBLETTING:** Tenant will not assign their interest in this
316 Commercial Lease or sublet any portion of the Leased Property without prior written
317 consent of the Landlord. If Tenant is a corporation, partnership, limited liability company
318 or some other business or legal entity, Tenant shall not change in the ownership of the
319 Tenant so as to add or remove one or more of Tenant's owners as of the date of this
320 Commercial Lease, without the prior written consent of Landlord.



322 **ALTERATIONS:** Tenant acknowledges that no representations as to the condition or
323 repair of the Leased Property, nor as to Landlord's intentions with respect to any
324 improvements, alteration, decoration or repair of the Leased Property, have been made
325 to Tenant, unless provided in this Commercial Lease. Tenant shall not make any
326 alterations on or additions to the Leased Property nor make any contract therefor without
327 prior written consent of the Landlord. Further, Tenant will not place or cause to be placed
328 or maintained on any interior or exterior door, wall or window of the Leased Property any
329 sign, awning, canopy, advertising matter or other thing of any kind, and will not place or
330 maintain any decoration, lettering or advertising matter on the glass, window or door of the
331 Leased Property without prior written consent of the Landlord. All alterations, additions,
332 and improvements made by Tenant to or upon the Leased Property (except signs, cases,
333 counters, or trade fixtures which shall remain the property of Tenant and be removed by
334 Tenant upon termination of this Lease) shall at once, when made or installed, be deemed
335 to have attached to the Leased Property and to have become the property of the Landlord.
336 However, if prior to termination of this Lease, Landlord so directs, by written notice to
337 Tenant, Tenant shall, prior to termination, remove all such alterations, additions and
338 improvements which were placed in the Leased Property by the Tenant and which became
339 the property of the Landlord pursuant to this provision and which are designated in said
340 notice; and further, Tenant shall repair any damage occasioned by such removal, and in
341 default thereof, Landlord may effect said removals and repairs at Tenant's expense.

343 **INSPECTIONS:** Except in emergencies, Landlord shall give Tenant a twenty-four (24)
344 hour notice of intent to enter the Leased Property at a reasonable time for the purpose
345 including but not limited to, inspections, to make repairs or alterations, to supply services
346 or exhibit the Leased Property to potential tenants, purchasers, mortgagees, owners or
347 workmen. Tenant shall not deny Landlord or Landlord's inspectors access to the Leased
348 Property. Nor shall Tenant cause the Leased Property to be re-keyed without the prior
349 written consent of the Landlord and without providing Landlord copies of any new keys.

351 **LIABILITY INSURANCE:** Landlord shall not be liable to Tenant, nor insure Tenant, for any


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352 personal injury or property damage caused by the act or omission of any other Tenant or
353 third party, or by any criminal act or activity, war, riot, insurrection, fire or act of God.
354 Further, Tenant shall hold Landlord free and harmless from all claims, damages, suits, or
355 causes of action resulting from injuries to persons or property and arising in connection
356 with Tenant's operations on the Leased Property or common areas adjacent thereto.
357 Tenant shall carry, maintain and deposit proof with the Landlord of public liability insurance
358 in such form and with such companies as shall be satisfactory to Landlord, insuring
359 Landlord as his/her interest may appear against liability in the minimum amount as stated
360 in the Specific Terms of this Commercial Lease.



362 **HAZARD INSURANCE:** Landlord will obtain and maintain insurance on the structure
363 housing the Leased Property for purposes of hazards, fire or other casualty in such
364 amounts, with such insurers as Landlord deems appropriate. In the event the Specific
365 Terms call for the Tenant to pay for such hazard insurance (other than as part of the CAM),
366 the Tenant shall pay to the Landlord the amount of the hazard insurance premium on or
367 before 15 days before it is due. The hazard insurance to be obtained by the Landlord does
368 not provide any protection to Tenant either for interruption of business, loss of the
369 structure, or loss of any tenant improvements, trade fixtures, merchandise or other
370 personal property. To the extent that Tenant wishes to be protected from loss due to
371 interruption of business, loss of the structure, or loss of any tenant improvements, trade
372 fixtures, merchandise or other personal property, Tenant shall obtain and maintain at
373 Tenant's sole expense such additional insurance coverage as Tenant may desire.

375 **ABSENCES:** Tenant shall notify Landlord of any anticipated absence of greater than
376 seven (7) days or such absence will be considered abandonment of the Leased Property
377 and Landlord may reenter and re-rent the Leased Property.

379 **DEFAULT:** Tenant agrees that each of the terms of this Commercial Lease and of the
380 Landlord's Rules and Regulations, if any, constitutes an independent condition of Tenant's
381 right to possession of the Leased Property. If the rent or monies payable by Tenant to
382 Landlord due under the terms of this Commercial Lease, or any part thereof, shall remain
383 unpaid for the period of time as set out in the Specific Terms after written notice is given
384 by Landlord to Tenant, or if any other term, condition or covenant of this Commercial Lease
385 to be kept or performed by the Tenant (other than the payment of rent or monies) shall be
386 violated or neglected and shall remain so for the period of time as set out in the Specific
387 Terms after written notice thereof to the Tenant by Landlord, then the Tenant does hereby
388 authorize and fully empower the Landlord to re-enter and take possession of the Leased
389 Property immediately without any previous notice of intention to re-enter and remove all
390 persons and their property therefrom and to use such force and assistance in effecting and
391 perfecting such removal as the Landlord may deem advisable to recover at once full and
392 exclusive possession of all of the Leased Property, whether the Leased Property be in
393 possession of the Tenant or of third persons, or whether the Leased Property be vacant.
394 The Landlord may, however, at his option, at any time after such default or violation of
395 condition or covenant, re-enter and take possession of the Leased Property without such
396 re-entering working a forfeiture of the rents to be paid and the covenants to be kept and
397 performed by such Tenant for the full term of this Lease. In such case, the Landlord may


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399 re-let the Leased Property for Tenant's account and may make such repairs, alterations
400 and additions in or to the Leased Property as Tenant was obligated to make but had failed
401 to make during Tenant's occupancy, and Tenant shall, upon demand, pay the cost thereof
402 together with Landlord's expense of the re-letting. If the consideration collected by
403 Landlord upon any such re-letting for Tenant's account is not sufficient to pay monthly the
404 full amount of the rent reserved in this Commercial Lease together with costs of such
405 repairs, alterations, and additions permitted under this paragraph and Landlord's expenses,
406 Tenant shall pay to the Landlord the amount of each monthly deficiency on demand, and
407 if the consideration so collected from such re-letting is more than sufficient to pay the full
408 amount of the rent reserved herein, Landlord may retain the same and Landlord, at the end
409 of the stated term of the Lease, shall account for the surplus to Tenant.

411 **ABANDONED PERSONAL PROPERTY:** Upon termination of tenancy, if the Tenant fails to
412 remove personal property from the Leased Property, Landlord agrees to give Tenant fifteen
413 (15) days notice, at Tenant's last known address, of the date Landlord intends to dispose of
414 said property either by sale or destruction, if property is not removed by Tenant.


416 **VACATING PRIOR TO TERMINATION:** Tenant's obligations under the terms of this
417 Commercial Lease shall not cease upon surrender of Leased Property. Such obligations
418 shall continue until this Commercial Lease expires.

420 **TERMINATION OF TENANCY:** Upon termination of tenancy, Tenant shall return Leased
421 Property to Landlord in as good condition and repair as when received, ordinary wear
422 and tear excepted, and free of all Tenant's personal property, Tenant's fixtures, trash and
423 debris.

425 **KEYS:** Tenant is responsible for the cost of re-keying, if all keys are not returned upon
426 vacating. Tenant acknowledges that locks may not have been changed prior to taking
427 occupancy. Tenant has the option of requesting that the Landlord re-key the Leased
428 Property at Tenant expense.


430 **DAMAGE/DESTRUCTION:** In the event the Leased Property shall be damaged by any
431 casualty, Landlord shall repair such damage and put the Leased Property in good condition
432 as soon as reasonably possible. Tenant shall be entitled to an equitable abatement of the
433 Monthly Rent during the reconstruction period unless said casualty and/or the resulting
434 damage was caused by the conduct or activities of the Tenant, in which case tenant shall not
435 be entitled to any abatement of the Monthly Rent. Notwithstanding any other provisions of
436 this paragraph to the contrary, if more than 75% of the value of the Leased Property is at any
437 time destroyed or the Leased Property is condemned, then Landlord may at his election and
438 upon notice to Tenant within 30 days after such damage, terminate this Commercial Lease
439 as of the date of such damage.

441 **HOLDOVER:** Should the Landlord permit the Tenant to holdover the Leased Property or
442 any part thereof after the expiration of the term of this Commercial Lease, unless renewed
443 as provided for herein, then, and unless otherwise agreed in writing, such holding over
444 shall constitute a tenancy from month-to-month only and shall in no event be construed as
445 a renewal of this Commercial Lease and all provisions of this Commercial Lease, not
446 inconsistent with a tenancy from month-to-month, shall remain in full force and effect.


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This form presented by John Bauchman | The Big Sky Real Estate Co. | (406) 993-9210 | john@bigsky.com

InstantFORMS

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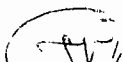
447 During the month-to-month tenancy, Tenant agrees to give to Landlord thirty (30) days
448 prior written notice of Tenant's intent to vacate. Tenant agrees to vacate upon thirty (30)
449 days written notice from the Landlord.

451 **ESTOPPEL:** Tenant shall execute and return to Landlord any estoppel certificates
452 delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The
453 estoppel certificate shall acknowledge that this Commercial Lease is unmodified and in
454 full force, or in full force as modified, and state the modifications. Failure to comply with
455 this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement
456 is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii)
457 may be treated by Landlord as a material breach of this Commercial Lease. Tenant shall
458 also prepare, execute, and deliver to Landlord any financial statement (which will be held
459 in confidence) reasonably requested by a prospective lender or buyer.

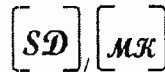
461 **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest in the
462 Leased Property shall be substituted as Landlord under this Commercial Lease. Landlord
463 will be released of any further obligation to Tenant regarding any deposits transferred to
464 the transferee. For all other obligations under this Commercial Lease, Landlord is released
465 of any further liability to Tenant, upon Landlord's transfer.

467 **SUBORDINATION:** This Commercial Lease shall be subordinate to all existing liens and
468 at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed
469 upon the real property of which the Premises are a part, and to any advances made on the
470 security of the Premises, and to all renewals, modifications, consolidations, replacements,
471 and extensions. However, as to the lien of any deed of trust or mortgage entered into after
472 execution of this Commercial Lease, Tenant's right to quiet possession of the Leased
473 Property shall not be disturbed if Tenant is not in default and so long as Tenant pays the
474 Rent and observes and performs all of the provisions of this Commercial Lease, unless the
475 Commercial Lease is otherwise terminated pursuant to its terms. If any mortgagee,
476 trustee, or ground Landlord elects to have this Commercial Lease placed in a security
477 position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written
478 notice to Tenant, this Commercial Lease shall be deemed prior to that mortgage, deed of
479 trust, or ground lease, or the date of recording.

481 **COMMON AREA MAINTENANCE (CAM):** If so indicated in the Specific Terms, Tenant
482 agrees to pay a proportionate share of the Landlord's estimated monthly common area
483 maintenance costs (CAM), including but not limited to costs for maintenance of common
484 areas, utility and service costs, janitorial costs, snow removal, insurance, real estate taxes,
485 and any other cost or expense related to maintenance or operation of the common areas.
486 Tenant's share of the CAM shall equal the percentage as stated in the Specific Terms.
487 The Tenant's share of the CAM shall be paid at the same time and with the Monthly Rent
488 otherwise due from the Tenant. On an annual basis the Landlord shall reconcile the actual
489 cost of the CAM for the preceding year, and to extent the CAM paid by the Tenant
490 exceeded the actual cost of the CAM the Tenant's CAM for the following twelve months
491 shall be reduced, and to the extent the CAM paid by the Tenant was less than the actual
492 cost of the CAM, the Tenant's CAM for the following twelve months shall be increased to
493 adjust for the discrepancy.


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494 **DISCLAIMER:** The parties agree that the real estate licensees identified in the Specific
495 Terms do not guarantee the condition or permitted uses of the Leased Property, the ability
496 of either party to perform under the terms of this Commercial Lease, nor any
497 representations made by either party or any third party. The parties are further aware that
498 the real estate licensees identified in the Specific Terms have not conducted an expert
499 inspection or analysis of the Leased Property or its condition and make no representations
500 to the Tenant as to its condition, do not assure that the Leased Property will be satisfactory
501 to the Tenant in all respects, that all equipment will operate properly or that the Property
502 and/or improvements or intended uses comply with current building and zoning codes.
503 These real estate licensees ARE NOT building inspectors, building contractors, structural
504 engineers, electricians, plumbers, sanitarians, septic or cesspool experts, well drillers or
505 well experts, land surveyors, civil engineers, flood plain or water drainage experts, roofing
506 contractors or roofing experts, accountants, attorneys, or title examiners, or experts in
507 identifying hazardous waste and/or toxic materials.

509 **WAIVER OF DEFAULT:** Landlord's failure to require strict compliance with the conditions
510 of this Commercial Lease or to exercise any right provided for herein, shall not be deemed
511 a waiver of such default, nor limit Landlord's rights with respect to that, or any subsequent
512 default.

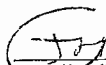
514 **SEVERABILITY:** If a part of this Commercial Lease is invalid, all valid parts that are
515 severable from the invalid part shall remain in effect. If part of this Commercial Lease is
516 invalid in one or more of its applications, the part remains in effect in all valid applications
517 that are severable from the invalid applications.

519 **NOTICES:** Unless otherwise provided, any notice required to give pursuant to the terms
520 of this Commercial Lease, may be given personally or by mailing the same, postage
521 prepaid, certified to the party to receive the notice at the address stated in the Specific
522 Terms of this Commercial Lease or at such other places as may be designated in writing
523 by the parties from time to time. Notice will be deemed effective three (3) days after
524 mailing or upon personal delivery.

526 **TIME:** Time is of the essence to the terms of this Commercial Lease.

528 **ATTORNEY'S FEES:** In any action brought by the Tenant or Landlord to enforce any of
529 the terms of this Commercial Lease, the prevailing party in such action shall be entitled to
530 such reasonable attorney fees and costs as the court or arbitrator shall determine just.

532 **ENTIRE AGREEMENT:** The foregoing, Specific Terms and General Terms constitute the
533 entire agreement between the parties and supersedes any oral or written representation
534 or agreements that may have been made by either party. Further, Tenant has relied
535 solely on their own judgment, experience and expertise in entering into this Commercial
536 Lease.


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

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Tenant's Initials

Exhibit "A"
Addendum to lease
between Landlord, Jalal Neishabouri,
and Tenant, Sweet Peaks, Inc.
628 W. Main St., Bozeman, MT 59715


Special provisions and conditions:

1. **Premises:** Sections C & D containing approximately 2,023 sf of space plus joint use and access to common area identified as section "F" on attached Exhibit "B".
2. **Tenant improvements:** tenant will be responsible at tenant's expense for those leasehold improvements required by tenant to improve and utilize subject premises for tenant's intended use as well as any permits required by local authority to make said improvements.
3. **Permits:** Tenant will be responsible for obtaining any permits and associated expenses associated with said permits required by local authority to operate tenant's business in premises.
4. **Common area:** Landlord will be responsible for improvements to common area including the following: replace floor tiles and repaint hall and bathroom walls. If landlord and tenant agree in writing, tenant may make said improvements at tenant's expense and landlord agrees to credit said mutually agreed upon costs against tenants rent.
5. **Maintenance and damages:** Landlord and tenant acknowledge that certain exterior glass and wood trim is need of replacement and/or repainting and landlord agrees to repair and repaint said locations to be mutually agreed upon as a condition of this agreement. Landlord to provide electrical and plumbing within premises in good working order ~~and capacity to meet tenant's requirements~~. If landlord and tenant agree in writing, tenant may make said improvements at tenant's expense and landlord agrees to credit said mutually agreed upon costs against tenants rent.
6. **Effective date:** This agreement is binding upon both parties as of the date of signing at which time tenant shall he have immediate access to begin cleaning and making tenant's improvements.
7. **Lease commencement date and term:** The effective date upon which tenant's rent and the five (5) year lease term begins the earlier of the date tenant receives occupancy permit from the City of Bozeman to open for business and begin operation or 90 days from the effective date of this agreement and execution by both parties as well as written confirmation approving this lease by any bankruptcy or other court with jurisdiction related to this agreement.
8. **Lease rate:** \$3,372/month including triple net expenses for taxes, insurance and common area maintenance.
9. **Parking:** tenant is entitled to proportionate share of available parking with tenant occupying 35% of the total building space.
10. **HVAC maintenance:** Tenant will be responsible for HVAC maintenance after Landlord has the system serviced by an HVAC tech and repaired any current issues existing prior to their tenancy.

SD


IN WITNESS WHEREOF, Landlord and Tenant have executed this lease and addendum as of the day and year contained herein.

LANDLORD


Date 9/1/2016

TENANT

Authentisign <i>Samuel Dauenhauer</i> 9/1/2016 5:55:28 PM MDT	Authentisign <i>Marissa Keenan</i> 9/1/2016 5:58:40 PM MDT
Date <u>9/1/2016</u>	

SWEET PEAKS ICE CREAM
PO BOX 4479
WHITEFISH, MT 59937

2905
93-7082/2929

Date 8-29-2016

Pay to the Order of JALAL NEISHABOURI \$ 3,372⁰⁰

Three thousand three hundred seventy two and 00/100 Dollars

GLACIER BANK
1-800-735-4371
www.glacierbank.com

For [Signature]

⑆ 292970825⑆ 070082373⑆ 02905

Harland Clarke

SWEET PEAKS ICE CREAM
PO BOX 4479
WHITEFISH, MT 59937

2906
93-7082/2929

Date 8-29-2016

Pay to the Order of JALAL NEISHABOURI \$ 3,372⁰⁰

Three thousand three hundred seventy two and 00/100 Dollars

GLACIER BANK
1-800-735-4371
www.glacierbank.com

For last month [Signature]

⑆ 292970825⑆ 070082373⑆ 02906

Harland Clarke

SWEET PEAKS ICE CREAM
PO BOX 4479
WHITEFISH, MT 59937

2859
93-7082/2929

Date 8-29-2016

Pay to the Order of JALAL NEISHABOURI \$ 3,372⁰⁰

Three thousand three hundred seventy two and 00/100 Dollars

GLACIER BANK
1-800-735-4371
www.glacierbank.com

For security deposit [Signature]

⑆ 292970825⑆ 070082373⑆ 02859

Harland Clarke

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: 18101 Von Karman Avenue, Suite 1200, Irvine, CA 92612

A true and correct copy of the foregoing document entitled (*specify*): **MOTION FOR ORDER APPROVING USE OF ESTATE PROPERTY PURSUANT TO 11 U.S.C. SECTION 363(b)(1); MEMORANDUM OF POINTS AND AUTHORITIES AND DECALRATION OF JALAL NEISHABOURI IN SUPPORT THEREOF** 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*) September 26, 2016, 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:

- Marc C Forsythe kmurphy@goeforlaw.com, mforsythe@goeforlaw.com; goeforecf@gmail.com
- Nancy S Goldenberg nancy.goldenberg@usdoj.gov
- Kelly M Raftery bknotice@mccarthyholthus.com, kraftery@ecf.courtdrive.com
- United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) September 26, 2016, 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 the method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) September 26, 2016, 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.

- The Honorable Theodor C. Albert, USBC, 411 West Fourth Street, Santa Ana, CA 92701

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.

September 26, 2016
Date

Kerry A. Murphy
Printed Name

/s/Kerry A. Murphy
Signature