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6 Attorneys for Wells Fargo Bank, N.A., as Trustee for
the registered holders of Banc of America Commercial Mortgage Inc.,
7 Commercial Mortgage Pass-Through Certificates, Series 2006-3,
by and through CWCapital Asset Management LLC,
8 solely in its capacity as Special Servicer

9 **UNITED STATES BANKRUPTCY COURT**
10 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
11 **SANTA ANA DIVISION**

12 In re:

13 LAGUNA BRISAS, LLC,

14 Debtor.

Case No. 8:12-12599-ES
Chapter 11

**NINTH STIPULATION FOR ENTRY
OF ORDER: (I) AUTHORIZING
RECEIVER'S CONTINUED INTERIM
USE OF CASH COLLATERAL
(NOVEMBER 1, 2013 THROUGH
17 JANUARY 31, 2014); AND (II)
APPROVING RECEIVER'S BUDGET
RELATED TO IMPLEMENTATION
18 OF THE BEST WESTERN PROPERTY
IMPROVEMENT PLAN**

19 Judge: The Honorable Erithe A. Smith
20

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LOS ANGELES, CA 90067
310-229-9900

1 Wells Fargo Bank, N.A., as Trustee for the registered holders of Banc of America
2 Commercial Mortgage Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-3
3 by and through CWC Capital Asset Management LLC, solely in its capacity as Special Servicer
4 (“CW” and together with the Trust and Trustee, “Wells Fargo”), the senior secured creditor in
5 the above-referenced bankruptcy case, Byron Chapman, the duly-appointed state court
6 receiver who was excused from the requirements of Sections 543(a), (b) and (c) of the
7 Bankruptcy Code in the above-captioned bankruptcy case (“Receiver”), Kay Nam Kim
8 (“Kim”) and Mehrdad Elie (“Elie”), through their respective counsel of record, hereby
9 stipulate to (i) extend the “Operative Period”¹ set forth in the Eighth Stipulation for Entry of
10 Order Authorizing Receiver’s Continued Interim Use of Cash Collateral (August 1, 2013 through
11 October 31, 2013) [Docket No. 422] (the “Eighth Interim Stipulation”) through and including
12 **January 31, 2014**, to permit the Receiver to continue to use cash collateral in accordance with
13 the budget attached hereto as **Exhibit A** (the “Cash Collateral Budget”) on the terms and
14 conditions set forth in the Second Interim Stipulation (defined below); and (ii) approve the
15 budget, a copy of which is attached hereto as **Exhibit B** (the “PIP Budget”), and authorize the
16 Receiver to use cash collateral as necessary to implement the Best Western Property
17 Improvement Plan (the “PIP”) for the period from November 1, 2013 through the earlier of June
18 30, 2014, or the date that the Best Western Laguna Brisas Spa and Hotel (the “Hotel”) is sold.
19 This Stipulation is based on the following facts:

20
21 **RECITALS**

- 22 1. On April 13, 2012, a hearing was held on the *Motion to Use Cash Collateral* (the
23 “Cash Collateral Motion”) [Docket No. 11] filed by Laguna Brisas, LLC (“Debtor”).
24 2. On April 27, 2012, the Court entered an *Order Re: Motion of Debtor in*
25 *Possession for Authority to Use Cash Collateral* (the “First Interim Cash Collateral Order”)
26 [Docket No. 27].

27
28 ¹ All capitalized terms not defined herein shall have the meanings ascribed to them in the Second Interim
Stipulation.

1 3. Pursuant to the First Interim Cash Collateral Order, the Cash Collateral Motion
2 was granted, except the Court approved the Receiver's budget filed on March 21, 2012 [Docket
3 No. 44] for the period through April 13, 2012 (the "First Interim Budget").

4 4. The First Interim Cash Collateral Order further required Wells Fargo to file a
5 120-day budget to be prepared by the Receiver.

6 5. On April 27, 2012, Wells Fargo filed a *120-Day Cash Collateral Budget* (the
7 "Second Interim Budget") [Docket No. 88]. The Second Interim Budget set forth the Receiver's
8 budget for the period ending August 31, 2012.

9 6. On July 9, 2012, Wells Fargo, Elie, Kim and the Receiver entered into a
10 Stipulation for Order Authorizing Receiver's Continued Interim Use of Cash Collateral (April
11 14, 2012 through August 13, 2012) (the "Second Interim Stipulation"), a copy of which is
12 attached hereto as Exhibit C, and incorporated herein by this reference [Docket No. 118].
13 Pursuant to Section 1.2.1 of the Second Interim Stipulation, the Receiver was authorized to use
14 Cash Collateral during the "Operative Period" commencing on April 14, 2012 and terminating
15 on the earlier of: (a) August 13, 2012; (b) the Date of Default (as defined herein), or (c) upon
16 entry of an order requiring the Receiver to turn over the Property to the Debtor.

17 7. The Second Interim Stipulation provided, among other things, that "the Operative
18 Period may be extended pursuant to consent by Wells Fargo, Kim and Elie in writing, or as
19 ordered by the Court."

20 8. On July 31, 2012, the Bankruptcy Court entered an order approving the Second
21 Interim Stipulation [Docket No. 129] (the ("Second Interim Order").

22 9. Wells Fargo, Elie, Kim and the Receiver subsequently entered into various
23 stipulations further authorizing the Receiver to use cash collateral on an interim basis, which
24 were approved by the Court. See Docket Nos. 136, 140, 202, 206, 255, 265, 311, 317, 357, 370,
25 422 and 439. The current cash collateral budget expires on October 31, 2013.

26 10. The hearing on the Debtor's Third Amended Disclosure Statement [Docket No.
27 402], Wells Fargo's Motion to Appoint a Chapter 11 Trustee [Docket No. 300], the Debtor's
28 Motion for Order Disallowing Portions of Claim of CWCapital Asset Management (Claim No.

1 5-1) [Docket No. 222], and certain other matters, are currently set for November 8, 2013 at 10:00
2 a.m. Subject to Court approval, the Debtor, Wells Fargo, Elie, and Kim have settled all disputed
3 issues, and stipulated to vacate those hearings. The Debtor's proposed successor bankruptcy
4 counsel has indicated that he intends to file a motion to approve compromise shortly.

5 11. Because the Receiver's ability to use cash collateral expires on October 31, 2013,
6 and the Eighth Interim Budget sets forth the Receiver's budget for the period ending October 31,
7 2013, the Parties wish to permit the Receiver to continue to use cash collateral from November 1,
8 2013 through and including January 31, 2014, in accordance with terms and conditions set forth
9 in the Second Interim Stipulation and the Cash Collateral Budget.

10 12. In addition, on or about October 17, 2013, the Debtor executed a Design
11 Excellence Milestone / Timetable Acceptance Form required by Best Western International, Inc.
12 ("Best Western"), pursuant to which the Debtor agreed to the implementation of the PIP in
13 accordance with the timetable requested by Best Western. The PIP Budget prepared by the
14 Receiver, a copy of which is attached hereto as Exhibit B, authorizes the Receiver to pay certain
15 PIP expenses to implement the PIP from November 1, 2013 through the earlier of June 30, 2014,
16 or a date that the Hotel is sold.

17 **AGREEMENT**

18 A. The Recitals set forth above are incorporated herein by this reference as though
19 fully set forth herein.

20 B. Subject to the terms of this Agreement, Wells Fargo, Elie, Kim and the Receiver
21 hereby consent to and authorize the Receiver's continued use cash collateral from November 1,
22 2013 through and including January 31, 2014 in accordance with the Cash Collateral Budget,
23 which is attached hereto as Exhibit A, and based on the terms and conditions set forth in the
24 Second Interim Stipulation, a copy of which is attached hereto as Exhibit C. Notwithstanding
25 the foregoing, the monthly adequate protection payments proposed to be made to Kim in the
26 amount of \$5,667 per month, and Elie in the amount of \$1,066.67 per month, retroactive to May
27 1, 2013, shall not be made unless and until the Bankruptcy Court enters a final order approving
28 the Settlement Agreement and Mutual Releases entered into by and between the Debtor, Wells

1 Fargo, Kim and Elie, and such retroactive and past due monthly payments, regardless of when
2 budgeted, shall be paid as soon as practical, after the entry of such final order.

3 C. Except as is otherwise set forth herein, all of the terms and conditions set forth in
4 the Second Interim Stipulation attached hereto as Exhibit C shall continue to remain in full force
5 and effect as though fully set forth herein.

6 D. In addition, subject to the terms of this Agreement, Wells Fargo, Elie, Kim and
7 the Receiver further consent to and authorize the Receiver to use cash collateral to implement the
8 PIP in accordance with the PIP Budget prepared by the Receiver, a copy of which is attached
9 hereto as Exhibit B, from November 1, 2013 through the earlier of June 30, 2014, or a date that
10 the Hotel is sold.

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310-229-5900

11
12 Dated: October __, 2013

VENABLE LLP

13 By: /s/ Keith C. Owens

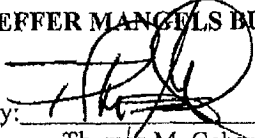
Keith C. Owens

Jennifer L. Nassiri

14 Attorneys for Attorneys for Wells Fargo Bank, N.A.,
15 as Trustee for the registered holders of Banc of
16 America Commercial Mortgage Inc., Commercial
17 Mortgage Pass-Through Certificates, Series 2006-3,
18 by and through CWCapital Asset Management LLC,
solely in its capacity as Special Servicer

19 Dated: October 29 2013

JEFFER MANGELS BUTLER & MITCHELL

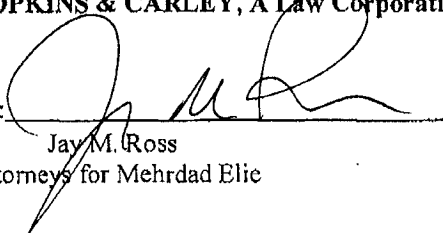
20
21 By: 

Thomas M. Geher

22 Attorneys for Byron Chapman, Receiver

23
24 Dated: October 31, 2013

HOPKINS & CARLEY, A Law Corporation

25
26 By: 

Jay M. Ross

27 Attorneys for Mehrdad Elie
28

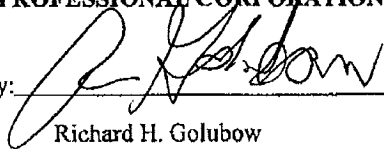
9th Stg for order re: use of cash collateral

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Dated: October 31, 2013

**WINTHROP COUCHOT
PROFESSIONAL CORPORATION**

By: _____


Richard H. Golubow
Attorneys for Kay Nam Kim

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EXHIBIT "A"

Budget Date Range: Nov 2013-Jan 2014

Cash on Hand as of October 23, 2013 \$618,443.22

Acceptable Budget Variance: +/- \$500.00

Budget Item	Nov	Dec	Jan
Days	30	31	31
Daily Rooms Available	66	66	66
Rooms Available	1,980	2,046	2,046
Rooms Sold	1,497	1,436	1,392
Avg. Daily Rate	126.49	120.85	116.86
Occ %	75.61%	70.19%	68.04%
RevPar	95.64	84.82	79.50
REVENUE			
Rooms	189,359	173,535	162,667
Other Operated Departments	808	775	766
Rentals & Other Income	3,001	3,001	2,876
TOTAL REVENUES	193,168	177,311	166,308
DEPARTMENTAL EXPENSES			
Rooms	57,152	54,351	55,162
Other Operated Departments	761	730	657
TOTAL DEPARTMENTAL EXPENSES	57,914	55,082	55,819
TOTAL DEPARTMENTAL INCOME	135,255	122,230	110,489
UNDISTRIBUTED EXPENSES			
Administrative & General	19,219	15,278	17,779
Marketing	11,291	9,141	24,091
Franchise Fees	2,556	2,343	1,903
Facilities & Maintenance	10,236	11,904	10,193
Energy/Utilities	5,299	5,083	5,951
TOTAL UNDISTRIBUTED EXPENSES	48,602	43,749	59,917
Management Fees	5,795	5,319	4,989
Property Taxes	10,440	10,440	10,440
Insurance	1,715	1,715	1,715
EBITDA	68,703	61,006	33,427
Interest Expense - Mortgage	57,021	57,021	57,021
Second Secured Creditor	39,669	5,667	5,667
Third Secured Creditor	7,467	1,067	1,067
Rent	38,021	38,021	41,500
NET FROM OPERATION	(73,475)	(40,769)	(71,828)
Extraordinary Items	0	0	0
US Trustee Quarterly Fees	0	0	4,875
Travel & Mtgs	400	400	400
Professional Fees	15,000	15,000	15,000
Net after Ownership Expenses	(88,875)	(56,169)	(92,103)
FF&E Reserve	11,590	10,639	9,979
NET CASH FLOW	(100,465)	(66,808)	(102,081)

EXHIBIT “B”

11/1/2013

Best Western Laguna Brisas

PRELIMINARY PIP BUDGET

Quantity Unit Cost Total 2014 Completion Notes

Accounting Code		Quantity	Unit Cost	Total	2014 Completion	Notes
10	Architect / Design			\$30,000	\$30,000	
10-100	Architectural			\$0		
10-101	ADA Review			\$0		
10-102	Interior Design Fees-Guestrooms	1	\$30,000	\$30,000	\$30,000	
11	Permits and Fees			\$0	\$0	
11-100	Plan Check Fee			\$0		
11-101	Building Permit			\$0		
11-103	Health Dept			\$0		
11-104	Permit Drawing			\$0		
11-105	Permit Fees			\$0		
11-106	Purchasing Fee (including in the FF&E)			\$0		
12	General Conditions			\$15,500	\$5,500	
12-100	Dumpsters	1	\$3,000	\$3,000	\$1,000	
12-102	Supervision	1	\$5,000	\$5,000	\$2,000	
12-103	Cleaning			\$0		done with hotel staff
12-104	Reimburseables	1	\$7,500	\$7,500	\$2,500	travel
12-105	Equipment Rental / Onsite Storage			\$0		
12-106	Offsite Storage /Warehousing			\$0		
13	Exterior			\$187,825	\$116,025	
13-100	Signage	3	\$3,500	\$10,500	\$10,500	
13-102	Exterior Lighting	1	\$2,750	\$2,750	\$2,750	
13-103	Refinish Exterior Walkways/Stairwells	1	\$15,000	\$15,000		
13-104	Screen Mechanical Equipment	1	\$1,000	\$1,000		
13-105	Landscaping	1	\$2,500	\$2,500	\$2,500	
13-106	Landscape Lighting	1	\$10,500	\$10,500	\$10,500	
13-107	Replace Trash Receptacles	4	\$300	\$1,200	\$1,200	
13-108	Eliminate/Conceal Chain Link Enclosures	1	\$7,500	\$7,500		
13-109	Parking Garage Lighting	65	\$200	\$13,000	\$13,000	
13-110	Parking Garage Lighting	1	\$500	\$500	\$500	
13-111	Electrical Cords at Entrance	1	\$600	\$600	\$600	
13-112	Decorative Railing	1	\$7,500	\$7,500		
13-113	Repair/Refinish Garage Floor	1	\$15,000	\$15,000		
13-114	Pool - Provide Depth Markers in Pool	12	\$150	\$1,800		
13-115	Pool - Refinish Deck	1	\$7,500	\$7,500		
13-116	Pool - Pool Area Lighting	8	\$250	\$2,000	\$2,000	
13-117	Coordinated Lighting Throughtout Hotel	150	\$355	\$53,250	\$53,250	
13-118	Additional Lighting	15	\$245	\$3,675	\$3,675	
13-119	Guestroom Balconies - New Patio Furniture	29	\$450	\$13,050	\$13,050	
13-120	Replace PTAC Grills	60	\$150	\$9,000		
13-121	Eliminate Surface Mounted Conduit and Bury in Channe	1	\$2,500	\$2,500	\$2,500	
13-122	Install Porte Cochere	Seek	Waiver	\$0	\$0	
13-123	Repair/Refinish Decorative Paving @ Parking Garage	1	\$7,500	\$7,500		
14	Public Areas/Lobby			\$242,755	\$109,455	
14-100	Install Automatic Doors	1	\$15,000	\$15,000	\$15,000	
14-101	Artwork	10	\$200	\$2,000	\$2,000	
14-102	FF&E	1	\$10,000	\$10,000	\$10,000	
14-103	Lobby - Focal Point of Interest	1	\$2,500	\$2,500	\$2,500	
14-104	Lighting	1	\$4,000	\$4,000	\$4,000	
14-105	Install New Front Desk Pods	1	\$35,000	\$35,000	\$35,000	
14-106	Refinish Walls	1	\$1,500	\$1,500	\$1,500	
14-109	Wood Veneer Cabinet Doors w/Accent Lighting	1	\$5,000	\$5,000	\$5,000	
14-110	Signage	1	\$15,000	\$15,000	\$15,000	
14-112	Businss Center - Provide Computer Stations	1	\$1,000	\$1,000	\$1,000	
14-113	Reconfigure Sundry	1	\$500	\$500		
14-114	Breakfast Area - Replace Trash Recepticals	2	\$500	\$1,000	\$1,000	
14-115	Breakfast Area - Replace Carpet	1000	\$25	\$25,000		
14-116	Breakfast Area - Install Commercial Microwave	1	\$500	\$500	\$500	
14-117	Breakfast Area - Lighting	1	\$3,000	\$3,000	\$3,000	
14-118	Public Bathroom - Lighting	1	\$2,500	\$2,500	\$2,500	
14-119	Public Bathroom - Artwork	1	\$500	\$500		
14-120	Public Bathroom - Door/Plumbing Hardware	1	\$750	\$750		
14-121	Public Bathroom - Replace Trash Recepticals	1	\$500	\$500		
14-122	Breakfast Area Bathroom - Replace Vanity Apron	1	\$300	\$300		
14-123	Breakfast Area Bathroom - Remove/Replace Wallcoveri	1	\$750	\$750		
14-126	Breakfast Area Bathroom - Replace Cove Base	1	\$1,000	\$1,000		
14-127	Elevator - Install Floor Tile	30	\$30	\$900	\$900	
14-129	Elevator - Artwork	1	\$250	\$250	\$250	
14-130	Elevator - Repair/Replace Ceiling Finish	1	\$7,500	\$7,500		

11/1/2013

Best Western Laguna Brisas

PRELIMINARY PIP BUDGET

Accounting Code		Quantity	Unit Cost	Total	2014 Completion	Notes
14-131	Elevator - Replace Panels	1	\$12,500	\$12,500		
14-132	Fitness Center	1	\$50,000	\$50,000		
14-133	Vending Areas - Install Alcove	1	\$2,500	\$2,500		
14-134	Vending Areas - Install Conduit to Conceal Exposed Wiring	1	\$1,000	\$1,000		
14-135	Vending Areas - Refinish Walls	1	\$2,500	\$2,500		
14-136	Corridors - Artwork	22	\$250	\$5,500	\$5,500	
14-137	Corridors - Lighting	31	\$155	\$4,805	\$4,805	
14-138	Interior Stairways - Replace Railing	1	\$10,000	\$10,000		
14-139	Interior Corridor - Remove/Replace Carpet	300	\$60	\$18,000		
15	Guestrooms			\$539,475	\$51,000	
15-100	PTAC Unit	48	\$700	\$33,600		
15-101	39" TV	60	\$700	\$42,000	\$42,000	already completed
15-102	Closet Doors	5	\$750	\$3,750		
15-103	Bed	87	\$450	\$39,150		
15-104	Bed Skirts	87	\$125	\$10,875		
15-105	Mini Frig/Micro in Cabinet	60	\$500	\$30,000		
15-106	Sofa	60	\$900	\$54,000		
15-107	Replace Lighting	240	\$225	\$54,000		
15-108	Carpet	60	\$950	\$57,000		
15-109	Wallcovering	60	\$1,300	\$78,000		
15-110	Illuminated Lightswitch	60	\$150	\$9,000	\$9,000	
15-111	New Artwork	240	\$225	\$54,000		
15-112	New Headboard	87	\$300	\$26,100		
15-113	Casegoods	120	\$400	\$48,000		
16	Guest Bathroom			\$130,200	\$0	
16-100	New Vanity Lights	120	\$275	\$33,000		
16-101	Wall Covering	60	\$125	\$7,500		
16-102	Refinish Tub Buttoms	60	\$90	\$5,400		
16-103	Shower Head Height	20	\$45	\$900		
16-104	Vanity Shelf	3	\$300	\$900		
16-105	Replace Spa Tubs	30	\$1,500	\$45,000		
16-106	Add Shower	15	\$2,500	\$37,500		
17-100	Freight			\$60,000	\$20,000	
	Sub Total - Costs			\$1,205,755	\$331,980	
18	Project Mangement Fee			\$48,230	\$13,279	
19	Contingency (4%)			\$48,230	\$13,279	
	Total Project Budget			\$1,302,215	\$358,538	

EXHIBIT “C”

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17 **UNITED STATES BANKRUPTCY COURT**
18 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
19 **SANTA ANA DIVISION**

20 In re:

21 LAGUNA BRISAS, LLC,

22 Debtor.

23 Case No. 8:12-12599-ES

24 Chapter 11

25 STIPULATION FOR ORDER
26 AUTHORIZING RECEIVER'S INTERIM
27 USE OF CASH COLLATERAL (APRIL
28 14, 2012 THROUGH AUGUST 13, 2012)

Judge: The Honorable Erithe A. Smith

29 Wells Fargo Bank, N.A., as Trustee for the registered holders of Banc of America
30 Commercial Mortgage Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-3
31 by and through CWCapital Asset Management LLC, solely in its capacity as Special Servicer
32 ("CW" and together with the Trust and Trustee, "Wells Fargo" and/or "Lender"), the senior
33 secured creditor in the above-referenced bankruptcy case, Byron Chapman, the duly appointed
34 receiver in the above-captioned bankruptcy case ("Receiver"), Laguna Brisas, LLC, the debtor
35 and debtor in possession ("Debtor"), Kay Nam Kim ("Kim") and Mehrdad Elie ("Elie"),
36 through their respective counsel of record, hereby stipulate to the use of cash collateral by the
37 Receiver on the terms and conditions set forth below, and subject to the entry of a Court order
38 approving this stipulation:

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LOS ANGELES, CA 90067

1 **SECTION 1. Authorization and Conditions to Use of Cash Collateral.**

2 1.1 Motion Granted. Wells Fargo’s motion (a) to approve the Budget (as defined
3 below), and (b) to authorize the Receiver’s use of cash collateral, is granted pursuant to Rule
4 4001(b) of the Federal Rules of Bankruptcy Procedure.

5 1.2 Authorization to Use Cash Collateral. Pursuant to the terms and conditions of this
6 Stipulation and upon entry of an order approving this Stipulation (the “Second Interim Order”),
7 Receiver is authorized to use cash collateral (the “Cash Collateral”), as follows:

8 1.2.1 Expiration Date. Receiver is authorized to use Cash Collateral during the
9 period (the “Operative Period”) commencing on April 14, 2012 and terminating on the earlier of
10 the following dates (the “Expiration Date”): (a) August 13, 2012; (b) the Date of Default (as
11 defined herein), or (c) upon entry of an order requiring the Receiver to turn over the Property to
12 the Debtor. The Operative Period may be extended pursuant to consent by Wells Fargo, Kim
13 and Elie in writing, or as ordered by the Court.

14 1.2.2 Approval of Prior Cash Collateral Use. Receiver’s prior interim use of
15 Cash Collateral during the period of time from the Petition Date¹ through April 14, 2012 (the
16 “Prior Interim Period”), in accordance with the Court-approved cash collateral budget for the
17 Prior Interim Period filed on March 21, 2012 (Docket No. 44), and the Court’s entered order
18 governing the Prior Interim Period) (Docket No. 41), is ratified and approved.

19 1.2.3 Budget. The Receiver is authorized to use Cash Collateral solely to pay
20 the expenses for the Operative Period set forth on the budget attached hereto as Exhibit A (as
21 amended as provided herein, the “Budget”), to the extent actually incurred by Receiver for his
22 business operations during the Case, and not to exceed the amounts set forth in the Budget by
23 more than ten percent (10%) of any given line item in the Budget (the “Variance”). Receiver is
24 further authorized to use Cash Collateral to pay any expenses actually incurred by Receiver for
25 the Debtor’s business operations during the Prior Interim Period that become due and payable

27 _____
28 ¹ Capitalized terms not expressly defined herein shall have the meanings ascribed to them in the Motion.

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1 during the Operative Period, provided and to the extent such expenses are consistent with the
2 Court-approved cash collateral budget for the Prior Interim Period (Docket No. 44). The Budget
3 may be amended or extended only by written agreement of Receiver, Wells Fargo, Kim and Elie,
4 or by further order of the Court. Notwithstanding anything herein to the contrary, Receiver,
5 during the Operative Period, shall be authorized to use Cash Collateral to pay fees and costs of
6 the Receiver in accordance with the terms of the Budget and this Stipulation, on the following
7 terms and conditions:

8 (a) Receiver and his attorneys shall be entitled to be paid
9 all fees and costs incurred after April 13, 2012, in accordance with
10 the Budget; provided, however, that counsel for the Receiver shall
11 be required to file monthly fee statements (the “Statements”) with
12 the Court for any fees and costs incurred after April 13, 2012, and
13 serve such Statements on counsel for the Debtor, the Office of the
14 United States Trustee, counsel for Kim, counsel for Elie, the
15 twenty largest unsecured creditors, and parties requesting special
16 notice, prior to payment of any such fees and expenses.

17 (b) If there are no objections to a Statement and request
18 for hearing filed within 14 days after service of a Statement as set
19 forth herein, then such fees and expenses may be paid to counsel
20 for the Receiver without further order of the Court. In the event
21 that an objection to a Statement, or any portion thereof, and request
22 for a hearing is timely filed, such fees and expenses which are the
23 subject of a timely filed objection shall only be paid upon further
24 order of the Court and any fees and costs not subject to such
25 objection shall be paid immediately.

26 (c) The Debtor, Wells Fargo, Kay Nam Kim, Mehrdad
27 Elie, or any other party in interest reserves all rights to object to the
28 allowance and/or payment of such fees and costs.

29 1.2.4 Limitation on Authority. Except as otherwise provided in this Stipulation
30 or the Second Interim Order approving this Stipulation, the Receiver shall not and is not
31 authorized to use Cash Collateral during the Operative Period and subject to further Court order,
32 to pay any fee or cost incurred by any professional in connection with or relating to the following
33 (other than in connection with or relating to the Motion) (collectively, the “Prohibited Matters”):
34 (i) any challenge or dispute of any claim, obligation, lien or interest asserted by or in favor of
35 Wells Fargo, Kim or Elie, (ii) any claim or assertion against Wells Fargo, Kim or Elie, (iii) any
36 act that would delay enforcement of any right or remedy by Wells Fargo, Kim or Elie other than
37 to contest any default(s) as provided in Section 5.2.1 below, or (iv) any act that could have the

1 effect of adversely modifying or compromising the rights and remedies of Wells Fargo, Kim or
2 Elie, or that could be contrary to any term or condition set forth in or acknowledged by the Wells
3 Fargo Loan Documents or this Second Interim Order.

4 **SECTION 2. Adequate Protection.**

5 2.1 Postpetition Liens.

6 2.1.1 Postpetition Lien Granting. Wells Fargo, Kim and Elie shall have and are
7 hereby granted, effective as of the Petition Date, “replacement liens” pursuant to sections 361
8 and 363(e) (a “Postpetition Liens”) in all prepetition and postpetition assets whether tangible or
9 intangible, whether by contract or operation of law, and including without limitation all profits
10 and proceeds thereof (collectively, the “Collateral”) (i) to the extent Debtor holds an interest in
11 such Collateral, and (ii) to the same extent, validity, and priority as any duly perfected and
12 unavoidable liens in such Collateral held by Wells Fargo, Kim and Elie (as the case may be) as
13 of the Petition Date, and only to the extent that any Cash Collateral of Wells Fargo, Kim and/or
14 Elie is actually used by the Receiver, and Wells Fargo, Kim and/or Elie suffer a diminution in
15 the value of their prepetition Collateral as of the Petition Date. Notwithstanding anything herein
16 to the contrary, the Postpetition Liens granted herein shall not extend to claims or causes of
17 action possessed by the Debtor’s bankruptcy estate under 11 U.S.C. §§ 547, 548, or 549, or the
18 proceeds therefrom.

19 2.1.2 Postpetition Lien Priority. The Postpetition Liens in favor of Wells Fargo,
20 Kim and Elie shall be senior in priority to any and all prepetition and postpetition claims, rights,
21 liens and interests, but subject only to any lien or security interest that is valid, perfected and
22 senior to the respective interests of Wells Fargo, Kim and Elie effective as of the Petition Date
23 and not otherwise avoided and preserved under section 551 of the Bankruptcy Code. The
24 Postpetition Liens of Wells Fargo, Kim and Elie shall have the same priority as the prepetition
25 liens to which such Postpetition Liens relate.²

26 _____
27 ² Nothing contained herein shall be construed as consent by Wells Fargo, Kim or Elie to the
28 validity, amount, priority or enforceability of one another’s liens and claims. Subject to the terms
of this Stipulation, Debtor, Wells Fargo, Kim and/or Elie reserve their respective rights to object
to or otherwise challenge the validity, amount, priority or enforceability of such liens and claims.

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1 2.1.3 Postpetition Lien Perfection. This Second Interim Order constitutes
2 sufficient and, conclusive evidence of the granting, attachment, priority, perfection, and validity
3 of the Postpetition Liens, effective as of the date and time of entry of this Second Interim Order,
4 without any further act required under federal, state, or local law requiring notice, filing,
5 registration, recording, possession or other act to validate or perfect a security interest or lien,
6 including without limitation deposit account control agreements, merchant payment agreements,
7 merchant payment direction letters, cash transport agreements, and such other agreements with
8 any party possessing or asserting an interest in the Collateral (a "Perfection Act").

9 Notwithstanding the foregoing, if Wells Fargo, Kim and/or Elie, in their sole discretion, elect to
10 effectuate a Perfection Act, Wells Fargo, Kim and/or Elie are authorized to perform such act, and
11 if requested by Wells Fargo, Kim and/or Elie, the Debtor is authorized to perform such act to the
12 extent necessary or required, and in such event, the subject filing or recording office or agency is
13 authorized to accept, file, and/or record any document in regard to such act in accordance with
14 applicable law. No defect or failure in connection with an attempt to perform a Perfection Act
15 shall limit, waive, or alter the validity, enforceability, attachment, or perfection of the
16 Postpetition Liens by virtue of entry of this Second Interim Order.

17 2.2 Payment of Interest and Fees. Debtor's estate shall be liable for all interest,
18 reasonable attorney's fees and other costs of Wells Fargo, Kim and/or Elie, which shall continue
19 to accrue to the extent provided under the applicable loan documents, if and to the extent Debtor
20 is liable for such interest, attorney's fees and other costs of Wells Fargo, Kim or Elie under the
21 applicable loan documents and the Bankruptcy Code, including, without limitation, section
22 506(b) and any other applicable law. Subject to the provisions of this Stipulation, the Debtor,
23 Wells Fargo, Kim and Elie reserve the right to object to the allowance and payment of such
24 interest, attorney's fees and other costs, but only to the extent that Wells Fargo, Kim or Elie are
25 not entitled to such fees and costs under their respective loan documents or under applicable law
26 including section 506(b) of the Bankruptcy Code.

27 **SECTION 3. Representations; Covenants; and Waivers.**

28 3.1 Reporting. The Receiver shall timely provide counsel for Debtor, Wells Fargo,

1 Kim and Elie with: (a) a monthly report furnished on the 20th day of each month for such
2 preceding month commencing on April 2012 (i) comparing collections and expenditures to those
3 set forth in the Budget with such information; and (ii) listing all accounts receivable and cash (in
4 detail by account); and (b) reporting in accordance with prepetition procedures in the action in
5 which the Receiver was appointed.

6 3.2 Access to Premises. Upon the reasonable request of Wells Fargo, Kim, Elie or
7 Debtor, the Receiver shall permit Wells Fargo, Kim, Elie or Debtor or their agents reasonable
8 access to any premises occupied by Debtor and/or Receiver for the purpose of enabling Wells
9 Fargo, Kim, Elie or Debtor to inspect and audit the property under Receiver's custody and the
10 Collateral and the Receiver's and/or Debtor's books and records with respect to such Property
11 and the Collateral.

12 3.3 Insurance. Debtor shall maintain at all times casualty and loss insurance coverage
13 of the Collateral in compliance with the United States Trustee Guidelines and in an amount
14 reasonably acceptable to Wells Fargo, Kim and Elie to sufficiently cover the interests of Wells
15 Fargo, Kim and Elie in the Collateral.

16 3.4 Further Assurances. The Receiver is authorized and shall perform all acts and
17 execute and deliver to Wells Fargo, Kim and Elie all agreements, financing statements,
18 instruments and documents as may be reasonably requested by Wells Fargo, Kim and Elie to
19 effectuate the terms of this Stipulation and the Second Interim Order or as contemplated under
20 this Stipulation and Second Interim Order.

21 **SECTION 4. Waivers, Consents and Releases.**

22 4.1 Waivers. Solely during the Operative Period, Debtor and/or the Receiver waive
23 any rights that they may have to (a) use Cash Collateral pursuant to section 363 of the
24 Bankruptcy Code during the Operative Period on terms other than those set forth in this
25 Stipulation and the Second Interim Order, except pursuant to further order of the Court; (b) incur
26 financing or indebtedness during the Operative Period outside the ordinary course of business
27 from any party other than Wells Fargo that includes the granting by Debtor of liens, claims or
28 interests in favor of such other party that are senior or pari passu with the liens, claims and

1 interests in favor of Wells Fargo, Kim or Elie; or (c) object to, contest or seek to reduce any
2 claim or liens in favor of Wells Fargo, Kim or Elie.

3 4.2 Section 506(c) Waiver. Other than the amounts set forth in 1.2.3, no costs or
4 expenses of administration incurred during only the Operative Period shall be charged against
5 Wells Fargo, Kim or Elie, or the Collateral, pursuant to sections 105, 506(c), 552(b) (with
6 respect to the Court's ability to order otherwise as provided in such section), or any similar
7 principle of law, without the prior written consent of Wells Fargo, Kim or Elie, and no such
8 consent shall be implied from any other action, inaction or acquiescence by Wells Fargo, Kim or
9 Elie.

10 **SECTION 5. Default; Rights and Remedies.**

11 5.1 Event of Default. An "Event of Default" under this Stipulation shall occur upon
12 any of the following events: (a) a breach or failure of Receiver and/or Debtor to comply with any
13 term, covenant, representation, warranty or requirement of this Stipulation, Second Interim Order
14 or any other order of the Court; (b) the granting by Receiver and/or Debtor in favor of any party
15 other than Wells Fargo a security interest in or lien upon any property of Debtor or Debtor's
16 estate or a claim against Debtor having priority senior or pari passu with the security interests,
17 liens or claims in favor of Wells Fargo, except to the extent that such party had a security interest
18 in or lien upon property of Debtor on the Petition Date which had priority senior or pari passu
19 with the security interests, liens or claims of Wells Fargo existing on the Petition Date; (c) entry
20 of an order converting this Case to a case under chapter 7 of the Bankruptcy Code; (d) entry of
21 an order appointing a trustee in this Case; (e) entry of an order requiring Receiver to turn over
22 the Property to the Debtor; (f) entry of an order granting relief in favor of any other party
23 (including lessors and landlords) that includes enabling such party to exercise state law or
24 contractual rights and remedies with respect to certain asset or assets of Debtor that could have a
25 material adverse effect on Debtor, its business and/or other assets; or (g) any stay, reversal,
26 vacating or rescission of the terms of the Second Interim Order, or any modification of any terms
27 of the Second Interim Order that is not reasonably acceptable to Wells Fargo.

28 5.2 Remedies on Occurrence of Event of Default.

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LOS ANGELES, CA 90067

1 5.2.1 Notice of Default. Upon the occurrence of an Event of Default,
2 Wells Fargo shall give written notice of default (a “Notice of Default”) via email, facsimile
3 or overnight mail to the Receiver (attn: Thomas Geher at Jeffer Mangels Butler & Mitchell
4 LLP), Debtor and its bankruptcy counsel (attn: M. Jonathan Hayes at the Law Offices of
5 M. Jonathan Hayes), and to counsel for all other parties to this Stipulation, the Receiver
6 and Debtor will be provided seven (7) business days from receipt of the Notice of Default
7 (the “Cure Period”) to cure the default(s) specified in the Notice of Default. Receiver and
8 Debtor reserve the right to contest such default and to seek an order of the Court, if so
9 required.

10 5.2.2 Consequences upon Notice of Default.

11 (a) No Further Use of Cash Collateral. Upon the expiration of
12 the Cure Period without cure (the “Date of Default”), Receiver and Debtor shall be
13 prohibited from any further use of Cash Collateral without further written consent of Wells
14 Fargo or order of the Court.

15 5.2.3 Retention of Rights. Notwithstanding the occurrence of a Date of
16 Default or Expiration Date, and except as is otherwise provided in this Stipulation,
17 Receiver, Debtor, Wells Fargo, Kim, Elie and other parties in interest shall retain all rights,
18 interests, liens, privileges, claims and protections pursuant to this Second Interim Order.
19 Notwithstanding the occurrence of a Date of Default or Expiration Date, and except as is
20 otherwise provided in this Stipulation, all of the rights, remedies, benefits and protections
21 in favor of Receiver, Debtor, Wells Fargo, Kim, Elie and other parties in interest pursuant
22 to this Second Interim Order shall survive such date.

23 5.2.4 Limited Relief from Automatic Stay to Effectuate Order. The automatic
24 stay provisions of section 362 of the Bankruptcy Code and any other restriction or injunction
25 imposed by an order of the Court or by law are hereby modified and vacated without further
26 notice, application, motion, hearing, or order of the Court to the extent necessary to permit Wells
27 Fargo, Kim or Elie to perform any act authorized or permitted under this Order.
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SECTION 6. Other Rights and Matters.

6.1 Power to Waive Rights; Duties to Third Parties. Wells Fargo, Kim and Elie shall be able to waive any interest, claim, right, remedy or privilege in its favor (a "Lender Right") and shall have no obligation or duty to any other party with respect to the exercise or enforcement, or failure to exercise or enforce any Lender Right, as applicable. Any waiver by Wells Fargo, Kim or Elie of any Lender Right shall not be or constitute a continuing waiver. A delay in or failure to exercise or enforce any Lender Right shall neither constitute a waiver of such Lender Right, subject Wells Fargo, Kim or Elie to any liability to any other party, nor cause or enable any other party to rely upon or in any way seek to assert as a defense to any obligation owed by Debtor, any obligor or any other person or entity to Wells Fargo, Kim or Elie. This Stipulation is without prejudice to the rights of Wells Fargo, Kim or Elie under the Bankruptcy Code or other applicable law and applicable agreements to object to the allowance and/or payment of compensation of professionals or entities seeking compensation from Debtor's bankruptcy estate, or to seek further, different or additional adequate protection, to seek relief from the automatic stay, or oppose use of Cash Collateral.

Dated: July 9, 2012

VENABLE LLP

By: /s/ Keith C. Owens
Keith C. Owens
Jennifer L. Nassiri

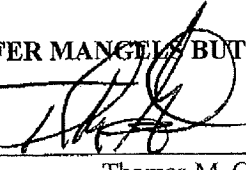
Attorneys for Attorneys for Wells Fargo Bank, N.A.,
as Trustee for the registered holders of Banc of
America Commercial Mortgage Inc., Commercial
Mortgage Pass-Through Certificates, Series 2006-3,
by and through CWCapital Asset Management LLC,
solely in its capacity as Special Servicer

[SIGNATURES CONTINUED ON NEXT PAGE]

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Dated: July 6, 2012

JEFFER MANGELS BUTLER & MITCHELL

By: 
Thomas M. Geher
Attorneys for Byron Chapman, Receiver

Dated: July __, 2012

LAW OFFICES OF M. JONATHAN HAYES

By: _____
M. Jonathan Hayes
Attorneys for Laguna Brisas, LLC, Debtor

Dated: July __, 2012

HOPKINS & CARLEY, A Law Corporation

By: _____
Jay M. Ross
Attorneys for Mehrdad Elie

Dated: July __, 2012

**WINTHROP COUCHOT
PROFESSIONAL CORPORATION**

By: _____
Richard H. Golubow
Attorneys for Kay Nam Kim

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2100
LOS ANGELES, CA 90067

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Dated: July __, 2012

JEFFER MANGELS BUTLER & MITCHELL

By: _____
Thomas M. Geher
Attorneys for Byron Chapman, Receiver

Dated: July 9, 2012

LAW OFFICES OF M. JONATHAN HAYES

By:  _____
M. Jonathan Hayes

Attorneys for Laguna Brisas, LLC, Debtor

Dated: July __, 2012

HOPKINS & CARLEY, A Law Corporation

By: _____
Jay M. Ross
Attorneys for Mehrdad Elie

Dated: July __, 2012

**WINTHROP COUCHOT
PROFESSIONAL CORPORATION**

By: _____
Richard H. Golubow
Attorneys for Kay Nam Kim

VENABLE LLP
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LOS ANGELES, CA 90067

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2100
LOS ANGELES, CA 90067

1 Dated: July __, 2012

JEFFER MANGELS BUTLER & MITCHELL

2

By: _____

3

Thomas M. Geher

4

Attorneys for Byron Chapman, Receiver

5

6 Dated: July __, 2012

LAW OFFICES OF M. JONATHAN HAYES

7

By: _____

8

M. Jonathan Hayes

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Attorneys for Laguna Brisas, LLC, Debtor

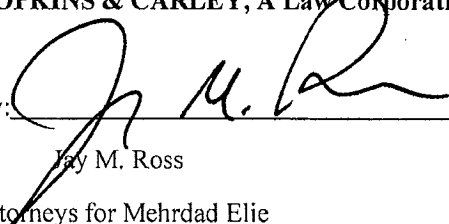
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12 Dated: July 9, 2012

HOPKINS & CARLEY, A Law Corporation

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By:  _____

14

Jay M. Ross

15

Attorneys for Mehrdad Elie

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18 Dated: July __, 2012

**WINTHROP COUCHOT
PROFESSIONAL CORPORATION**

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By: _____

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Richard H. Golubow

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Attorneys for Kay Nam Kim

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Step for order re interim use of cash collateral

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2100
LOS ANGELES, CA 90067

1 Dated: July __, 2012

JEFFER MANGELS BUTLER & MITCHELL

2

By: _____

Thomas M. Geher

Attorneys for Byron Chapman, Receiver

3

4 Dated: July __, 2012

LAW OFFICES OF M. JONATHAN HAYES

5

By: _____

M. Jonathan Hayes

Attorneys for Laguna Brisas, LLC, Debtor

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11 Dated: July __, 2012

HOPKINS & CARLEY, A Law Corporation

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By: _____

Jay M. Ross

Attorneys for Mehrdad Elie

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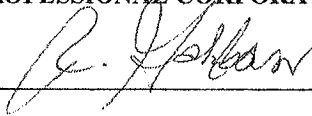
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Dated: July 8, 2012

**WINTHROP COUCHOT
PROFESSIONAL CORPORATION**

By:  _____

Richard H. Golubow

Attorneys for Kay Nam Kim

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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:
2049 Century Park East, 21st Floor, Los Angeles, CA 90067.

A true and correct copy of the foregoing document entitled (*specify*):

STIPULATION FOR ORDER AUTHORIZING RECEIVER'S INTERIM USE OF CASH COLLATERAL
(APRIL 14, 2012 THROUGH AUGUST 13, 2012)

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*) July 9, 2012, 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:

- Craig S Ganz craig.ganz@gknet.com
- Thomas M Geher tmg@jmbm.com
- Michael J Hauser michael.hauser@usdoj.gov
- M Jonathan Hayes jhayes@hayesbklaw.com, roksana@hayesbklaw.com;rosario@hayesbklaw.com
- Jennifer L Nassiri jnassiri@venable.com
- Giovanni Orantes go@gobklaw.com, gorantes@orantes-law.com,cmh@gobklaw.com
- Keith C Owens kowens@venable.com, bclark@venable.com
- Steven G Polard stevenpolard@dwt.com
- Jay M Ross jross@hopkinscarley.com, kday@hopkinscarley.com
- United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov

Service information continued on attached page

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

On (*date*) July 9, 2012 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*) July 9, 2012 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.

7/9/2012

Bambi Clark

/s/ Bambi Clark

Date

Printed Name

Signature

LA#333672 This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

June 2012
4230672-v1

F 9013-3.1.PROOF.SERVICE

(VIA U.S. MAIL)

Counsel for Debtor

M. Jonathan Hayes, Esq.
jhayes@hayesbklaw.com
Roksana D. Moradi, Esq.
roksana@hayesbklaw.com
Law Offices of M. Jonathan Hayes
9700 Reseda Blvd., Suite 201
Northridge, CA 91324
Telephone: (818) 882-5600
Facsimile: (818) 882-5610

Debtor

Laguna Brisas, LLC
2063 Northam Drive
Fullerton, CA 92833

Receiver

Byron D. Chapman, Receiver
c/o Guy Maisnik, Esq.
mgm@jmbm.com
Thomas M. Geher, Esq.
tmg@jmbm.com
Jeffer, Mangels, Butler & Mitchell LLP
1900 Ave. of the Stars, 7th Floor
Los Angeles, CA 90067
Telephone: (310) 201-3588
Facsimile: (310) 712-3388

Office of the U.S. Trustee

Michael J Hauser
michael.hauser@usdoj.gov
411 W Fourth St #9041
Santa Ana, CA 92701
Telephone: (714) 338-3417
Facsimile: (714) 338-3421

Secured Creditors

Elie Merhdad
c/o Jay M. Ross, Esq.
jross@hopkinscarley.com
Michaeline H. Correa, Esq.
mcorrea@hopkinscarley.com
Hopkins & Carley
70 South First Street
San Jose, CA 95113-2406
Telephone: (408) 286-9800

Secured Creditors

Elie Merhdad
851 Burlway Road, Suite 700
Burlingame, CA 94010

Kay Nam Kim
13441 Aclare Street
Cerritos, CA 90703

Counsel for Kay Nam Kim
Giovanni Orantes, Esq.
Orantes Law Firm, P.C.
3435 Wilshire Blvd., Suite 1980
Los Angeles, CA 90010

Counsel for Kay Nam Kim
Richard H. Golubow, Esq.
Winthrop Couchot
660 Newport Center, Fourth Floor
Newport Beach, CA 92660

Counsel For MTB, LLC
Steven G. Polard
Davis Wright Tremaine LLP
865 S. Figueroa Street, Suite 2400
Los Angeles, CA 90017-2566

Best Western

Counsel for Best Western International, Inc.

Craig Solomon Ganz, Esq.
craig.ganz@gknet.com
Gallagher & Kennedy, P.A.
2575 East Camelback Road
Phoenix, AZ 85016

Dorian LeFre, Esq.
dorian.lefre@bestwestern.com
Best Western International, Inc.
6201 North 24th Parkway
Phoenix, AZ 85016
Telephone: (602) 957-5706
Facsimile: (602) 957-5551

Terry S. Wininger
terry.wininger@bestwestern.com
Best Western International, Inc.
6201 N. 24th Parkway
Phoenix, AZ 85016-2023
Telephone: (602) 957-5754
Facsimile: (602) 957-5984

20 Largest Unsecured Creditors

Amenity Services
lapayseno@amenityservices.com
110 W. Dayton Street, Suite 3-201
Edmonds, WA 98020
Telephone: (800) 533-2619
Facsimile: (425) 412-6064

Debinaire Co.
dandebin@aol.com
339 East Blaine Street
Corona, CA 92879
Telephone: (951) 738-0012

Great American Leasing
625 First Street S.E.
Suite 800
Cedar Rapids, IO 52401
pupton@greatamerica.com
Telephone: (800) 234-8787

Metro Bank
kimberlytran@usmetrobank.com
9866 Garden Grove
Garden Grove, CA 92844
Telephone: (714) 620-8888
Facsimile: (714) 620-8889

Profitime
Jim Lane
jim@profitime.biz
12031 Sherman Road
North Hollywood, CA 91605
Telephone: (818) 982-5400

Rapid Plumbing
rapidplumbingorange@live.com
1196 N. Grove, Suite B
Anaheim, CA 92806
Telephone: (714) 630-2028

City of Laguna
Npauley@lagunabeachcity.net
505 Forest Ave.
Laguna Beach, CA 92651
Telephone: (949) 497-3311
Facsimile: (949) 497-0771

Laguna Beach Water
ddorney@lbcwd.org
306 Third Street
P.O. Box 987
Laguna Beach, CA 92651
Telephone: (949) 494-1041
Facsimile: (949) 497-1021

KMK
mike@kmksupply.com
9070 Rosecrans Ave.
Bellflower, CA 90706
Telephone: (562) 531-2150
Facsimile: (562) 531-0512

Cox Cable TV
29947 Avenida De Las Banderas
Rancho Santa Margarita, CA 92688

Telephone: (949) 240-1212

Edison
2244 Walnut Grove Avenue
P.O. Box 600
Rosemead, CA 91770
Telephone: (800) 655-4555

Paetec
600 Willowbrook Office Park
Fairport, NY 14450
Telephone: (585) 340-2500
Facsimile: (585) 340-1801

BP & G LLC
23881 Larkwood Lane
Lake Forest, CA 92630

Eun Jin Kim
30 Country Walk Drive
Aliso Viejo, CA 92656

JH Wells
12122 Royal Birkdale, #205
San Diego, CA 92128

Merchant Services
6789 Quail Hill Parkway, Suite 432
Irvine, CA 92603

Woo Jung II Ga
602 Shasta Drive
Encinitas, CA 92024

VIA PERSONAL DELIVERY

The Honorable Erithe A. Smith
United States Bankruptcy Judge
411 West Fourth Street, Suite 5041 / Courtroom 5A
Santa Ana, CA 92701-4593

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 2049 Century Park East, 21st Floor, Los Angeles, CA 90067.

A true and correct copy of the foregoing document entitled (*specify*):

NINTH STIPULATION FOR ENTRY OF ORDER: (I) AUTHORIZING RECEIVER'S CONTINUED INTERIM USE OF CASH COLLATERAL (NOVEMBER 1, 2013 THROUGH JANUARY 31, 2014); AND (II) APPROVING RECEIVER'S BUDGET RELATED TO IMPLEMENTATION OF THE BEST WESTERN PROPERTY IMPROVEMENT PLAN

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*) November 1, 2013 I checked the CM/ECF docket of 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:

- Michaeline H Correa mcorrea@hopkinscarley.com, cknobe@hopkinscarley.com
- Craig S Ganz craig.ganz@agknet.com
- Thomas M Geher tmg@jmbm.com, wel@jmbm.com;fc3@jmbm.com
- Richard H Golubow rgolubow@winthropcouchot.com, pj@winthropcouchot.com;vcorbin@winthropcouchot.com
- Michael J Hauser michael.hauser@usdoj.gov
- M Jonathan Hayes jhayes@srhlawfirm.com, roksana@srhlawfirm.com;carolyn@srhlawfirm.com;eroberson@srhlawfirm.com;erin@srhlawfirm.com
- Johnny Kim jkim@jkimlaw.com
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- Jennifer L Nassiri jnassiri@venable.com
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- Keith C Owens kowens@venable.com, bclark@venable.com
- Steven G Polard stevenpolard@dwt.com
- Hamid R Rafatjoo hrafatjoo@venable.com, ataylor@venable.com;jnassiri@venable.com;bclark@venable.com
- Jay M Ross jross@hopkinscarley.com, kday@hopkinscarley.com
- United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov

2. SERVED BY UNITED STATES MAIL:

On (*date*) November 1, 2013, 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) November 1, 2013, 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.

November 1, 2013
Date

Kim Hoang
Printed Name

/s/ Kim Hoang
Signature

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VIA PERSONAL DELIVERY

The Honorable Erithe A. Smith
United States Bankruptcy Judge
411 West Fourth Street, Suite 5041 / Courtroom 5A
Santa Ana, CA 92701-4593