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Liberty Asset Management Corporation (“Liberty” or the “Debtor”), the debtor and debtor in possession in the above-captioned chapter 11 case, hereby files this motion (the “Motion”) for entry of an order of the Court:

(A) pursuant to 11 U.S.C. § 363(b) and (f), authorizing the Debtor to sell the real property and improvements located at (i) 1020 S. Baldwin Avenue, Arcadia, CA (APN 5778-006-010) (the “Baldwin Property”) and (ii) 652 Fairview Avenue, Arcadia, California (APN 5778-006-005) (the “Fairview Property” and collectively with the Baldwin Property, the “Property”), as more specifically described in that certain *Asset Purchase Agreement*, as amended by the Bidding Procedures Order (defined in the attached Memorandum of Points and Authorities) (the “APA”) between the Debtor and TT Investment Los Angeles Fund I, LLC (“TT Investment” or the “Buyer”), a true and correct copy of which is attached as **Exhibit “1”** to the attached Declaration of Lawrence Perkins (the “Perkins Declaration”) free and clear of all liens, claims and interests, and pursuant to the terms and conditions set forth in the APA, to the Buyer or a successful overbidder;

(B) pursuant to 11 U.S.C. § 365 authorizing the Debtor to assume the lease relating to the Property between Arcadia Pacific Investments, LLC and AMF Bowling Centers, Inc. dated March 31, 1999 (the “Existing Lease”) and to assign the Existing Lease to the Buyer or a successful overbidder;

(C) pursuant to 11 U.S.C. § 502 allowing the Buyer’s secured claim in the Debtor’s estate for the Buyer Debt (as defined in the APA and described below) (as described further below, the “Buyer Claim”) in the reduced amount of \$900,000 (as described further below, the “Adjusted Buyer Claim”) if the Buyer provides sufficient evidence to support allowance of the Buyer Claim such that the Debtor, in its reasonable discretion, can confirm the validity (including amount), priority and enforceability of the Buyer Claim and the Adjusted Buyer Claim by September 30, 2016, and the Buyer is the successful bidder;

(D) allowing the Debtor to pay the secured claims of Shanghai Commercial Bank, Ltd. from the sale proceeds, allowing the Debtor to pay the Adjusted Buyer Claim from the sale

proceeds if the condition set forth in the preceding paragraph (C) is satisfied and the Buyer is the successful bidder, or the Buyer is not the successful bidder, but the closing of the sale of the Property pursuant hereto occurs on or before November 30, 2016, allowing the Debtor to pay the Adjusted Buyer Claim from the sale proceeds if the condition set forth in the preceding paragraph (C) is satisfied, but the Buyer is not the successful bidder, and authorizing the Debtor to establish an escrow of the sale proceeds in the amount of the disputed secured claim of Huesing Holdings and any other disputed secured claims and interests; and

(E) waiving the 14-day stay periods set forth in Rules 6004(h) and 6006(d) of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”) to enable the sale of the Property to close as quickly as possible.

The Debtor has received an offer from the Buyer to purchase the estate’s right, title and interest in the Property and improvements, and the Existing Lease as described in the APA (all in “as is, where is” condition, with no representation or warranty) for cash in the sum of \$13,500,000 (the “Purchase Price”). As part of the consideration and as further discussed below, the Buyer also has agreed to reduce its asserted \$964,117.45 secured claim as of July 31, 2016 (the “Buyer Claim”) to an agreed secured claim in the amount of \$900,000 (the “Adjusted Buyer Claim”) so long as the Court allows the Buyer Claim and the Adjusted Buyer Claim, and the closing of the sale of the Property occurs on or before November 30, 2016.

Pursuant to this Motion, the Debtor seeks authority to sell the Property to the Buyer, free and clear of liens, claims and interests, subject to overbid, and in accordance with the terms and conditions set forth in the APA. The Debtor also requests the Court’s approval of its assumption and assignment of the Existing Lease to the Buyer or a successful overbidder.

In addition, the Debtor also seeks a Court order allowing the Buyer Claim and Adjusted Buyer Claim as a secured claim in the agreed reduced amount of \$900,000, if the Buyer provides sufficient evidence to support allowance of the Buyer Claim such that the Debtor in its reasonable discretion can confirm the validity (including amount), priority and enforceability of the Buyer Claim and the Adjusted Buyer Claim by September 30, 2016. The Debtor and the

Committee may file pleadings and documents to supplement this Motion with respect to the allowance or disallowance of the Buyer Claim and the Adjusted Buyer Claim after the September 30, 2016 deadline for the Buyer to provide sufficient evidence to support the allowance of the Buyer Claim and the Adjusted Buyer Claim. In the event the Buyer fails to provide sufficient evidence to support the allowance of the Buyer Claim such that the Debtor in its reasonable discretion cannot confirm the validity (including amount), priority and enforceability of the Buyer Claim and the Adjusted Buyer Claim by September 30, 2016, or after the Debtor has used best efforts to prosecute the allowance of the Buyer Claim and the Adjusted Buyer Claim, the Court does not allow the Buyer Claim or the Adjusted Buyer Claim for whatever reason, the Buyer is nonetheless obligated to close the sale transaction if it is the successful bidder and all other conditions to the Buyer closing are satisfied, but any discount of the Buyer Claim to the amount of the Adjusted Buyer Claim provided in the APA shall be void.

Finally, pursuant to this Motion, the Debtor requests that the 14-day stay periods provided by Bankruptcy Rules 6004(h) and 6006(d) be waived to facilitate the closing of the sale of the Property as soon as possible after the entry of an order granting this Motion.

The Motion is based upon 11 U.S.C. §§ 363 and 365, Bankruptcy Rules 2002, 6004 and 6006, Local Bankruptcy Rules 2002 and 6004-1, the accompanying Memorandum of Points and Authorities, the Perkins Declaration, the annexed Declaration of Lulu Knowlton (the “Knowlton Declaration”), the annexed Declaration of Ted Hsu (the “Hsu Declaration”), the entire record of the Debtor’s bankruptcy case, the statements, arguments and representations of counsel to be made at the hearing on the Motion, and any other evidence properly presented to the Court at, or prior to, the hearing on the Motion.

WHEREFORE, the Debtor respectfully requests that the Court enter an Order:

1. finding that the notice given by the Debtor in connection with the sale of the Property and related requested relief, and the hearing on the Motion is adequate, sufficient, proper and complies with all applicable provisions of the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, and Local Bankruptcy Rules for the Central District of California;

2. granting the Motion in its entirety;
3. authorizing the Debtor to sell the Property and improvements to the Buyer (or to a successful overbidder), free and clear of all liens, claims and interests, pursuant to the terms and conditions set forth in the APA with the liens of Shanghai Commercial Bank, Ltd, the Buyer, and Huesing Holdings to attach to the sale proceeds with the same validity and priority as such liens had prepetition;
4. authorizing the Debtor to assume and assign the Existing Lease to the Buyer (or to a successful overbidder);
5. finding that the Buyer (or a successful overbidder) is a good faith buyer entitled to all of the protections afforded by Section 363(m) of the Bankruptcy Code;
6. authorizing the Debtor to execute and deliver, on behalf of the Estate, any and all documents that may be reasonably necessary to consummate the sale of the Property;
7. allowing the Buyer Claim and the Adjusted Buyer Claim as an allowed secured claim for the Buyer subject to the reduction to the agreed amount of \$900,000 if the Buyer is the successful bidder, or the sale otherwise occurs pursuant hereto on or before November 30, 2016, and if the Buyer provides sufficient evidence to support allowance of the Buyer Claim such that the Debtor in its reasonable discretion can confirm the validity (including amount), priority and enforceability of the Buyer Claim and the Adjusted Buyer Claim by September 30, 2016;
8. allowing the Debtor to pay the secured claims of Shanghai Commercial Bank, Ltd. from the sale proceeds, allowing the Debtor to pay the Adjusted Buyer Claim from the sale proceeds if the condition set forth in the last clause of the preceding paragraph (7) is satisfied and the Buyer is the successful bidder, or the Buyer is not the successful bidder, but the closing of the sale pursuant hereto occurs on or before November 30, 2016, allowing the Debtor to pay the Buyer Claim from the sale proceeds if the condition set forth in the last clause of the preceding paragraph (7) is satisfied, but the Buyer is not the successful bidder, and authorizing

1 the Debtor to establish an escrow of the sale proceeds in the amount of the disputed secured
2 claim of Huesing Holdings, and any other disputed secured claims and interests;

3 9. waiving the 14-day stay periods set forth in Bankruptcy Rules 6004(h) and
4 6006(d); and

5 10. granting such other and further relief as may be necessary or appropriate under
6 the circumstances.

7 Dated: September 19, 2016

LIBERTY ASSET MANAGEMENT CORPORATION

8 By: /s/ Eve H. Karasik

9 DAVID B. GOLUBCHIK

EVE H. KARASIK

10 JEFFREY S. KWONG

11 LEVENE, NEALE, BENDER, YOO

& BRILL L.L.P.

12 Attorneys for Debtor and Debtor in Possession
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MEMORANDUM OF POINTS AND AUTHORITIES

I.

STATEMENT OF FACTS

A. Background.

1. On March 21, 2016 (the “Petition Date”), the Debtor filed a voluntary petition under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, bearing case number 2:16-bk-13575-TD. The Debtor is managing its financial affairs and operating its bankruptcy estate as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

2. On April 27, 2016, the Office of the United States Trustee (the “UST”) appointed an Official Committee of Unsecured Creditors (the “Committee”), who has been very active in this case.

3. Prior to cessation of operations, the Debtor was a real estate management company with Benjamin Kirk (“Kirk”) as 100% member. The Debtor’s mission was to seek out real estate opportunities throughout Northern and Southern California, invest in such opportunities, and manage them.

4. Prior to the creation of the Debtor, Mr. Kirk had a personal and professional relationship with Lucy Gao, including a child between them. In the ordinary course of business, the Debtor would identify real estate projects to acquire, the Debtor would fund the acquisition of such properties and a special-purpose entity would be formed to own and operate the properties. Ms. Gao was responsible for the creation of the entities and structured many of them with herself (Lucy Gao) as the sole member. Notwithstanding the foregoing, it was always understood that the properties, which were acquired with Debtor’s funds, were held for the benefit of the Debtor.

5. Approximately two years ago, the personal relationship of these individuals came to an end. The Debtor, through Mr. Kirk, learned that Ms. Gao has been using her position as the sole member of certain of the special purpose entities, to sell the real estate holdings and divert funds to herself and to the exclusion of the Debtor and its creditors. Since the Debtor has

1 substantial creditors of its own, and funds were not being remitted to the Debtor to pay its
2 obligations to creditors, such creditors commenced litigation against the Debtor.

3 6. Based on the foregoing, the Debtor determined that the commencement of this
4 bankruptcy case was necessary and proper to stay litigation and use the powers of the Court to
5 preserve assets for the benefit of creditors. Upon commencement of this case, the Debtor has
6 already initiated certain adversary proceedings for a determination as to the ownership of the
7 various properties and entities. Such claims were assigned to the Committee to pursue and,
8 recently, a stipulation was executed and approved by the Court pursuant to which numerous
9 assets and rights have been turned over to the Debtor.

10 7. The Debtor's goal for this bankruptcy is to generate funds to pay its creditors.

11 **B. The Property and the Existing Lease.**

12 8. The Property that is the subject of the APA,¹ includes the Baldwin Property, the
13 Fairview Property, and the Existing Lease. The Baldwin Property and the Fairway Property are
14 connected and improved with a commercial building, which includes an operating bowling
15 alley. The bowling alley is leased to a third party tenant, AMF Bowling Centers, Inc. The lease
16 commenced on March 31, 1999 and, based on options exercised by the tenant, will terminate on
17 June 30, 2019. Pursuant to the lease, the current base annual rent is \$356,708, paid monthly in
18 the amount of \$29,725.67. In addition, based on the fact that this is a triple-net lease, the tenant
19 is responsible for all other expenses, including property taxes. The Debtor understands that the
20 tenant has not paid all outstanding property taxes.

21 **C. The Secured Claims Against the Property.**

22 9. The Debtor believes that the Property is encumbered by liens securing three
23 asserted secured claims. Shanghai Commercial Bank, Ltd asserts a first priority, secured claim
24 in the amount of \$3,535,048.21, which the Debtor does not dispute. The Debtor intends to pay
25 the secured claim of Shanghai Commercial Bank Ltd in full from the proceeds of the sale. The

26 ¹ Capitalized terms used but not defined herein have the meanings set for the preceding Motion or in
27 other sections of this Memorandum.

1 Buyer asserts that it holds the second priority secured claim. As part of the consideration for
2 transaction, the Buyer has agreed to reduce the Buyer Claim to the Adjusted Buyer Claim
3 amount of \$900,000 if the Buyer is the purchaser of the Property hereunder, or if the Buyer is
4 not the successful bidder, but the closing of the sale of the Property occurs hereunder on or
5 before November 30, 2016. The Buyer's lien for the Buyer Claim and the Adjusted Buyer
6 Claim will attach to the sale proceeds. The Debtor will have the authority to pay the secured
7 claim of the Buyer from the sale proceeds if the Buyer Claim and the Adjusted Buyer claim are
8 allowed. Heusing Holdings asserts a third priority secured claim in the amount of \$4.0 million,
9 which the Debtor disputes. The lien of Heusing Holdings will attach to escrowed sale proceeds
10 in the amount of the secured claim pending resolution of the claim dispute.

11 10. Based on information provided by the Buyer as set for in the annexed Hsu
12 Declaration, the history of the grant of the Buyer's secured claim is as follows. Huntington
13 Spring Asset LLC ("HSA") borrowed \$1.5 million in cash from Blue Sky Communications
14 ("Blue Sky") pursuant to promissory notes dated September 20, 2013 and restated November
15 21, 2013 (the "Buyer Debt"). The Buyer Debt was guaranteed by Goldstone Property
16 Management LLC ("Goldstone") and Goldstone agreed to secure the guaranty by granting a
17 deed of trust on the Property (the "Deed of Trust") in favor of Blue Sky. Goldstone, owner of
18 the Property at that time, granted the deed of trust on or about February 11, 2014, recorded it on
19 or about March 10, 2014, and further guaranteed the Buyer Debt by the Guaranty and Security
20 Agreement dated June 1, 2014 (the "GSA").

21 11. Following the incurrence of the Buyer Debt, HSA, HSA affiliate Huntington
22 Giant Capital Corporation ("HGCC") and Goldstone requested additional advances. TT
23 Investment and Red Dot Investment, Inc. ("Red Dot," and collectively with TT Investment, the
24 "Co-Lenders") made additional advances to HSA and HGCC to be evidenced by existing
25 promissory notes, co-borrowed and guaranteed by Goldstone and HGCC, and secured by the
26 Deed of Trust. To document these agreements, HSA, Goldstone, HGCC, Blue Sky and the Co-
27 Lenders entered into a Confirmation and Acknowledgment of Debt Agreement dated June 1,
28

2014, and Blue Sky assigned the Buyer Debt and related documents, including the promissory notes, the Deed of Trust, and the GSA to TT Investment on behalf of and as collateral agent for Blue Sky and the Co-Lenders, including pursuant to the Assignment of Deed of Trust dated October 31, 2014. Sometime subsequent to the foregoing, the Property was transferred to the Debtor, subject to the following liens, claims and interests.

12. As provided in the Hsu Declaration, as of July 31, 2016, the total Buyer Debt amount was \$964,117.45, which is based on the outstanding balance as of June 30, 2014 of \$742,544.77 with interest at the contractual rate of 10% (initially \$203.44 *per diem* compounded daily). The amount also includes \$48,960.45 in legal, foreclosure and other expenses incurred since June 30, 2014.

13. The Buyer must provide sufficient evidence to support allowance of the Buyer Claim such that the Debtor in its reasonable discretion can confirm the validity (including amount), priority and enforceability of the Buyer Claim and the Adjusted Buyer Claim by September 30, 2016. If the Buyer fails to provide sufficient evidence to support the allowance of the Buyer Claim such that the Debtor in its reasonable discretion cannot confirm the validity (including amount), priority and enforceability of the Buyer Claim and the Adjusted Buyer Claim by September 30, 2016, or after the Debtor has used best efforts to prosecute the allowance of the Buyer Claim and the Adjusted Buyer Claim, the Court does not allow the Buyer Claim or the Adjusted Buyer Claim for whatever reason, the Buyer is nonetheless obligated to close the sale transaction if it is the successful bidder and all other conditions to the Buyer closing are satisfied, but any discount of the Buyer Claim to the amount of the Adjusted Buyer Claim provided in the APA shall be void.

D. The Debtor's Marketing And Sale Efforts of the Property and Existing Lease.

14. Since the Debtor has ceased operations, its goal is to liquidate its assets for the benefit of its creditors. In accordance with the goal to maximize and monetize assets for its creditors' benefit, the Debtor has determined that the sale of the Property is necessary, proper and in the best interest of the estate. The Debtor believes that the fair market value of the

1 Property is substantially in excess of the secured debt against the Property, which is confirmed
2 by the proposed transaction herein.

3 15. On or about May, 2016, the Debtor engaged Keller Williams Santa
4 Monica/Pacific Palisades (“Keller Williams”), and in particular Lulu Knowlton to serve as its
5 real estate broker (the “Broker”) to market the Property for sale. The Court thereafter entered its
6 order authorizing the Debtor’s employment of Keller Williams to serve as its real estate broker
7 for the Property. In the event of a successful sale of the Property to a buyer procured by the
8 Broker, the Broker will be entitled to the payment of a broker commission equal to four percent
9 (4%) of the gross sale price from the proceeds of such sale at the closing.

10 16. The Debtor and Keller Williams counsel have worked diligently to identify
11 prospective purchasers for the Property, to procure written letters of intent or offers from
12 prospective purchasers, to discuss and negotiate the terms and conditions under which
13 prospective purchasers would potentially purchase the Property, to prepare a form of asset
14 purchase agreement for the sale of the Debtor’s assets and assignment of the Debtor’s interest in
15 the Existing Lease to a purchaser (and other related documents), and to take such other and
16 further actions as necessary to negotiate and document a transaction which provides for the sale
17 of the Property and assignment of the Debtor’s interest in the Existing Lease to a purchaser, for
18 the benefit of all creditors.

19 17. The marketing and sale efforts have been fruitful and have resulted in the
20 successful negotiation of that certain *Asset Purchase Agreement* dated August 16, 2016, as
21 amended by the Bidding Procedures Order (defined below) (the “APA”) between the Debtor
22 and the Buyer, pursuant to which the Buyer has agreed, subject to Court approval, to purchase
23 the Property and improvements, and take assignment of the Existing Lease for a purchase price
24 of \$13,500,000 (the “Purchase Price”), subject to overbid, and under the terms and conditions
25 set forth in the APA. A true and correct copy of the APA is attached as Exhibit “1” to the
26 Perkins Declaration. Certain of the bidding procedures provided for in the APA, among other
27 provisions including the closing date, have been modified pursuant to the *Order Granting*
28

1 *Debtor's Notice Of Motion And Motion For Entry Of An Order Approving Bidding Procedures*
2 *For Sale Of Real Property And Improvements And Assumption And Assignment Of Lease* [Doc.
3 No. 214] (the "Bidding Procedures Order").

4 18. In addition, as part of the proposed sale transaction to be approved by this Motion,
5 the Buyer and the Debtor have agreed to a conditional reduction in the outstanding amount of
6 the Buyer Claim. Unless the Buyer fails to provide sufficient evidence to support allowance of
7 the Buyer Claim such that the Debtor in its reasonable discretion cannot confirm the validity
8 (including amount), priority and enforceability of the Buyer Claim and the Adjusted Buyer
9 Claim by September 30, 2016, the Debtor requests that the Buyer receive an allowed secured
10 claim in the amount described in Paragraph 12 above, subject to reduction to the agreed amount
11 of \$900,000 if the Buyer is the successful bidder, of if the Buyer is not the successful bidder,
12 but the closing of the sale occurs on or before November 30, 2016. For avoidance of doubt, if
13 the Buyer has provided the sufficient evidence referenced above and sale transaction closes after
14 November 30, 2016, the amount of the Buyer Claim will be as provided in paragraph 12 above
15 without application of the foregoing reduction. In addition, the order approving the sale
16 transaction shall provide that the Buyer's allowed secured claim will have been granted as of
17 the date of the recording of the original Deed of Trust of February 11, 2014.

18 19. In the event the Buyer fails to provide sufficient evidence to support allowance of
19 the Buyer Claim such that the Debtor in its reasonable discretion cannot confirm the validity
20 (including amount), priority and enforceability of the Buyer Claim and the Adjusted Buyer
21 Claim by September 30, 2016, or after the Debtor has used best efforts to prosecute the
22 allowance of the Buyer Claim and the Adjusted Buyer Claim, the Court does not allow the
23 Buyer Claim or the Adjusted Buyer Claim for whatever reason, the Buyer is nonetheless
24 obligated to close the sale transaction if it is the successful bidder and all other conditions to the
25 Buyer closing are satisfied, but any discount of the Buyer Claim to the amount of the Adjusted
26 Buyer Claim provided in the APA shall be void.

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1 **E. Proposed Sale of the Property.**

2 20. Subject to Court approval, the Debtor proposes to sell the Property to Buyer, free
3 and clear of liens, claims and interests, subject to overbid, and in accordance with the terms and
4 conditions set forth in the APA. The salient terms of the APA are summarized below²:

5 a. **Purchase Price:** The Buyer shall purchase the Property and receive the
6 assignment of the Existing Lease for the Purchase Price of \$13,500,000 (subject to
7 overbid), which Purchase Price shall be paid in full by the Buyer (or a successful
8 overbidder) in cash on the Closing Date (as defined in the APA). In addition, in such
9 event the Buyer shall retain the Adjusted Buyer Claim, an allowed secured claim of
10 \$900,000, which lien will attach to the sale proceeds with the same extent, validity and
11 priority as the lien had pre-petition as described in detail above.

12 b. **Good Faith Deposit:** The Buyer has deposited the sum of \$405,000 (three
13 percent (3%)) of the Purchase Price to the Estate, which deposit shall be deemed non-
14 refundable and forfeited to the estate if the Buyer is deemed to be the winning bidder for
15 the Property and fails to timely consummate the sale of the Property in accordance with
16 the terms of the APA. The amount of the deposit paid by the Buyer (or a successful
17 overbidder) shall be credited against the Purchase Price at the closing of the sale.

18 c. **Sale Subject to Overbid at Auction:** The sale of the Property shall be
19 subject to overbid, in accordance with the overbid procedures described in the APA and
20 the Bidding Procedures Order (the "Overbid Procedures"), at an auction of the Property
21 (the "Auction") to be conducted by the Debtor on October 21, 2016, commencing at
22 10:00 a.m. at the law offices of Levene, Neale, Bender, Yoo & Brill L.L.P., whose
23 address is set forth on the first page of this document. The hearing on the sale of the
24 Property, and assumption and assignment of the Existing Lease has been set for
25 November 4, 2016 at 11:00 a.m.

26
27 ² The following is a summary of the principal terms of the APA and is not intended to be a comprehensive
28 recitation of the terms and conditions set forth in the APA. To the extent there is any conflict between the
summary set forth herein and the APA, the APA shall control.

II.

THE PROPOSED SALE IS IN THE BEST INTERESTS OF THE ESTATE

A. The Debtor Has Complied With All Applicable Notice Requirements.

Section 363(b)(1) of the Bankruptcy Code provides that the trustee (or debtor in possession), “after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Section 102(1) defines “after notice and a hearing” as after such notice as is appropriate in the particular circumstances, and such opportunity for hearing as is appropriate in the particular circumstances. 11 U.S.C. § 102(1)(A).

Bankruptcy Rule 6004(a) provides, in pertinent part, that notice of a proposed sale not in the ordinary course of business must be given pursuant to Bankruptcy Rules 2002(a)(2), (c)(1), (i) and (k), and, if applicable, in accordance with section 363(b)(2) of the Bankruptcy Code. Fed. R. Bankr. P. 6004(a). Bankruptcy Rule 2002(a)(2) requires at least 21 days’ notice by mail of a proposed sale of property of the estate other than in the ordinary course of business, unless the Court for cause shown shortens the time or directs another method of giving notice. Fed. R. Bankr. P. 2002(a)(2). Bankruptcy Rule 2002(c)(1) requires that the notice of a proposed sale include the date, time and place of any public sale, the terms and conditions of any private sale, and the time fixed for filing objections. It also provides that the notice of sale or property is sufficient if it generally describes the property. Fed. R. Bankr. P. 2002(c)(1). Bankruptcy Rule 2002(k) requires that the notice be given to the United States Trustee. Fed. R. Bankr. P. 2002(k).

In addition, Local Bankruptcy Rule 6004-1 requires that the Notice contain the information specified in Local Bankruptcy Rule 6004-1(c)(3) and that an additional copy of the Notice be submitted to the Clerk of the Bankruptcy Court together with a Form 6004-2 at the time of filing for purposes of publication. L.B.R. 6004-1(c)(3) and (f).

The Debtor has complied with all of the above provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules. The Debtor has complied with Bankruptcy Rules 6004(a) and 2002(a)(2), (c)(1), (i) and (k), as well as Local Bankruptcy Rule 6004-1(c)(3), because the notice of the Motion that has been filed contemporaneously herewith (the “Notice”) includes all of the required information, including, without limitation, the date, time and place of the Auction and Sale Hearing and the deadline for objecting to this Motion, and has been served on the Office of the United States Trustee, the Debtor, all of the Debtor’s known creditors and interest holders, all parties that are known or reasonably believed to have asserted any lien, encumbrance, claim or other interest in the Property or the Existing Lease, all non-debtor parties to any executory contracts or leases to be assumed including the Existing Lease, all applicable taxing authorities, all non-debtor parties to any permits held by the Debtor for the Property and Existing Lease, and all parties requesting special notice. The Debtor has also complied with the requirements of Local Bankruptcy Rule 6004-1(f) because the Debtor has filed the Notice and Form 6004-2 with the Clerk of the Bankruptcy Court for purposes of publication.

B. The Sale Of The Assets Should Be Approved Because Good Business Reasons Exist, The Purchase Price For The Assets Is Fair And Reasonable, And The Proposed Sale Is In The Best Interests Of The Estate And Creditors.

As a general matter, a Court considering a motion to approve a sale under Bankruptcy Code Section 363(b) should determine from the evidence presented before it that a “good business reason” exists to grant such a motion. *In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983). In addition, the Court must further find it is in the best interest of the estate. To make this determination, a Court should consider whether:

- (1) the sale is fair and reasonable, *i.e.*, the price to be paid is adequate;
- (2) the property has been given adequate marketing;
- (3) the sale is in good faith, *i.e.*, there is an absence of any

1 lucrative deals with insiders; and

2 (4) adequate notice has been provided to creditors.

3 *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841-2 (Bankr. C.D. Cal. 1991); *In re The*
4 *Landing*, 156 B.R. 246, 249 (Bankr. E.D. Mo. 1993); *In re Mama's Original Foods, Inc.*, 234
5 B.R. 500, 502-505 (C.D. Cal. 1999). The Debtor submits that the proposed sale of the Property,
6 pursuant to the terms of the APA, satisfies each of these requirements.

7 1. Sound Business Purpose.

8 The Ninth Circuit Bankruptcy Appellate Panel in *Walter v. Sunwest Bank (In re Walter)*,
9 83 B.R. 14, 19 (9th Cir. BAP 1988) has adopted a flexible case-by-case test to determine
10 whether the business purpose for a proposed sale justifies disposition of property of the estate
11 under Section 363(b). The facts pertaining to the sale at issue here substantiate the Debtor's
12 business decision that the contemplated sale of the Property, pursuant to the terms of the APA,
13 serves the best interests of the Estate and merits the approval of this Court.

14 The Debtor has ceased operations and its goal in the bankruptcy case is to liquidate its
15 assets to maximize recoveries for creditors. The Debtor believes that the liquidation of its assets
16 will generate sufficient proceeds to permit the Debtor to pay its creditors a significant
17 distribution. The proposed sale of the Property to the Buyer is anticipated to result in net sale
18 proceeds in excess of approximately \$13,500,000 (subject to increase by overbid), which will
19 facilitate the goal of liquidating assets to pay creditors. On the other hand, if the Debtor is not
20 able to consummate a sale of the Property to the Buyer (or a successful overbidder) as proposed
21 herein, the Debtor will not generate the over \$13 million in sale proceeds that could be used to
22 pay creditors. The Debtor also will be saddled with the obligations and expenses of an owner of
23 real property and a landlord of a tenant that operates a business at the site. Based on the
24 foregoing, the Debtor submits that the proposed sale of the Property is in the best interests of the
25 Estate and therefore represents a sound exercise of the Debtor's business judgment.

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27 ///

28

1 2. Fair and Reasonable Price.

2 In order for a sale to be approved under Bankruptcy Code Section 363(b), the purchase
3 price must be fair and reasonable. *See generally In re Canyon Partnership*, 55 B.R. 520 (Bankr.
4 S.D. Cal. 1985). The debtor in possession is given substantial discretion in this regard. *Id.* In
5 addition, Courts have broad discretion with respect to matters under section 363(b). *See Big*
6 *Shanty Land Corp. v. Comer Properties, Inc.*, 61 B.R. 272, 278 (Bankr. N.D. Ga. 1985). In any
7 sale of estate assets, the ultimate purpose is to obtain the highest price for the property sold.
8 *Wilde Horse Enterprises, Inc.*, 136 B.R. at 841 (citing *In re Chung King, Inc.*, 753 F.2d 547 (7th
9 Cir. 1985)), *In re Alpha Industries, Inc.*, 84 B.R. 703, 705 (Bankr. Mont. 1988).

10 The Overbid Procedures and Auction process implemented by the Debtor is specifically
11 designed to ensure that the highest price possible is obtained for the Property. Although the
12 Debtor will not know the results of the Auction (if one is conducted) until the Auction has been
13 completed, the Debtor submits that, based upon the marketing efforts of the Debtor and the
14 Broker, the Property will have been exposed to those parties who are most likely to be
15 interested in acquiring the Property, and the highest and best bid obtained for the Property
16 (whether it is the bid offered by the Buyer or an overbid submitted by a successful overbidder)
17 will constitute fair and reasonable value for the Property.

18 3. Adequate Marketing.

19 The Debtor and the Broker have worked diligently to attract buyers for the Property and to
20 negotiate the terms of a sale of the Property. As set forth in the accompanying Knowlton
21 Declaration, Ms. Knowlton and Keller Williams engaged in widespread marketing efforts with
22 respect to the Property, including an emphasis on the Asian community based on the geographic
23 location of the Property. In addition to being listed in numerous online listing services and media,
24 the Property was marketed through print publications, as well as international media, such as We
25 Chat in China. The Broker also marketed the Property to her vast network of contacts both
26 domestically and internationally.

1 Numerous offers and expressions of interests were received. The Broker communicated all
2 such expressions of interest to the Debtor as well as to the Committee. The Broker held multiple
3 calls and conferences with the Debtor and the Committee to ensure the continuation of proper and
4 efficient marketing efforts and maximizing value of the Property, especially considering due
5 diligence and other contingencies sought by interested parties. After extensive marketing and offer
6 and counter-offer process, the highest and best offer was received from the Buyer based on the
7 combination of the purchase price, the short due diligence contingency period, which was waived,
8 and the nonrefundable deposit currently held by escrow.

9 However, in an effort to maximize the value obtained for the Property, the Debtor is
10 inviting overbids for the Property, in accordance with the proposed Overbid Procedures. Based on
11 the foregoing, the Debtor submits that the Property has been, and will be, adequately marketed.

12 4. Good Faith.

13 When a Bankruptcy Court authorizes a sale of assets pursuant to Bankruptcy Code
14 Section 363(b)(1), it is required to make a finding with respect to the “good faith” of the
15 purchaser. *In re Abbotts Dairies*, 788 F.2d 143, 149-50 (3d Cir. 1989). Such a procedure
16 ensures that Section 363(b)(1) will not be employed to circumvent creditor protections. *Id.* at
17 150. With respect to the Debtor’s conduct in conjunction with the sale of the Property, the good
18 faith requirement focuses principally on whether there is any evidence of “fraud, collusion
19 between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair
20 advantage of other bidders.” *Id.* at 147; *Wilde Horse Enterprises*, 136 B.R. at 842.

21 The principal of the Buyer, Ted Hsu, previously engaged or attempted to engage in
22 various business dealings with affiliates of the Debtor, Benny Kirk and Lucy Gao. However, as
23 represented in the APA, for a number of years, the Buyer has not had connections with, or any
24 affiliation with, the foregoing individuals. Moreover, the offer was transmitted through counsel
25 and negotiated through the use of counsel. There are no agreements or representations with any
26 insiders of the Debtor in connection with the proposed transaction herein.

Moreover, pursuant to the Bidding Procedures Order, by September 30, 2016, the Buyer will provide a declaration under penalty of perjury setting forth all of its and its principals connections to the Debtor and its principals. The Debtor submits that there has been no fraud or collusion in connection with the proposed sale of the Property – the Debtor, with the assistance of a third party broker, has sought competitive bids for the Property from those who are most likely to be interested in purchasing the Property. No offer to purchase the Property received by the Debtor has been ignored, and the Debtor has taken reasonable steps to try to obtain the highest price possible for the Property. Based on the foregoing, the Debtor submits that the good faith requirement has been satisfied, and that the Buyer (or a successful overbidder) should be deemed a “good faith” purchaser under 11 U.S.C. § 363(m).

5. Accurate and Reasonable Notice.

The purpose of the notice is to provide an opportunity for objections and hearing before the Court if there are objections. *In re Karpe*, 84 B.R. 926, 930 (Bankr. M.D. Pa. 1988). A notice is sufficient if it includes the terms and conditions of the sale and if it states the time for filing objections. *Id.*

As set forth in detail in Section II.A of this Memorandum, the Debtor has complied with all of the applicable notice provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules. Thus, the debtor submits that the notice of the Motion (and proposed sale of the Property) should be deemed adequate, accurate and reasonable by the Court.

C. The Court Should Approve The Sale Of The Assets, Free And Clear Of Liens, Claims And Interests.

The Bankruptcy Court has the power to authorize the sale of property free and clear of liens or interests. *See* 11 U.S.C. § 363(f); *In re Gerwer*, 898 F.2d 730, 733 (9th Cir. 1990).

Section 363(f) of the Bankruptcy Code permits a sale of property “free and clear of any interest in such property of an entity other than the estate” if any one of the following five conditions is met:

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;

- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f). Section 363(f) is written in the disjunctive; thus, satisfaction of any one of the five conditions is sufficient to sell property free and clear of liens. *See e.g., Citicorp Homeowners Services, Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (Bankr. E.D. Pa. 1988); *Mutual Life Ins. Co. of New York v. Red Oak Farms, Inc. (In re Red Oak Farms, Inc.)*, 36 B.R. 856, 858 (Bankr. W.D. Mo. 1984).

Bankruptcy Code section 363(f)(3) provides authority for the Debtor to sell the Property free and clear of liens, claims and interest as the Purchase Price exceeds the value of the secured claims against the Property. As discussed above, there are liens securing three claims against the Property held by Shanghai Commercial Bank, Ltd, the Buyer and Heusing Holdings. The aggregate amount of the asserted secured claims, including the disputed secured claim of Heusing Holdings, is approximately \$9.0 million, which is less than the \$13.5 million Purchase Price. Further, the Debtor intends to pay the secured claim of Shanghai Commercial Bank, Ltd from the sale proceeds. The Buyer's lien will attach to the sale proceeds with same validity and priority that it held prepetition, and the Debtor will have the authority to pay the secured claim of Buyer from the sale proceeds if the Buyer Claim is allowed. The lien of Heusing Holdings will attach to the sale proceeds with same validity and priority that it held prepetition, and the Debtor will escrow sale proceeds for Heusing Holdings in the amount of its secured claim pending resolution of the claim dispute.

Furthermore, Bankruptcy Code section 363(f)(2) also provides authority for the sale free and clear of liens, claims and interests. The Debtor anticipates that the three lienholders will

1 consent to the sale as the sale will generate the sufficient proceeds to pay their secured claims. In
2 addition, the “consent” of an entity asserting an interest in the property sought to be sold, as
3 referenced in 11 U.S.C. § 363(f)(2), can be implied if such entity fails to make a timely objection
4 to the sale after receiving notice of the sale. *In re Eliot*, 94 B.R. 343, 345 (E.D. Pa. 1988). *See*
5 *also, In re Ex-Cel Concrete Company, Inc.*, 178 B.R. 198, 203 n.7 (9th Cir. BAP 1995) [“The
6 issue here is whether there was consent or non-opposition by Citicorp.”]; *In re New Orleans*
7 *Paddlewheels, Inc.*, No. 06-10413, 2007 WL 1035151, at *3 (Bankr. E.D. La. Apr. 2, 2007)
8 (“The Sale Motion complies with section 363(f) of the Bankruptcy Code, in that the Trustee
9 either obtained the consent of Whitney to the sale of the Vessel to Purchaser or Whitney had no
10 objection to the Sale.”).

11 Based upon the foregoing, the Debtor requests that the Court approve the sale of the
12 Property to the Buyer (or a successful overbidder), free and clear of all liens, claims and interests
13 of any parties who assert such liens, claims and interests and who do not file a timely objection
14 to the sale or this Motion, by deeming all such parties to have consented to the proposed sale of
15 the Property pursuant to 11 U.S.C. § 363(f)(2).

16 Based on the foregoing, the sale of the Property to the Buyer (or a successful overbidder)
17 may be approved, free and clear of the liens, claims and interests of any secured creditors,
18 pursuant to 11 U.S.C. § 363(f)(2) and (3).

19 III.

20 **THE DEBTOR SHOULD BE PERMITTED TO ASSUME AND ASSIGN THE** 21 **EXISTING LEASE PURSUANT TO SECTIONS 365 (A), (B) AND (F) OF THE** 22 **BANKRUPTCY CODE**

23 Bankruptcy Code section 365(a) authorizes a debtor in possession, “subject to the Court’s
24 approval . . . [to] assume or reject any executory contract or unexpired lease of the debtor.” A
25 debtor in possession may assume or reject executory contracts for the benefit of the estate. *In re*
26 *Klein Sleep Products, Inc.*, 78 F.3d 18, 25 (2d. Cir.1996); *In re Central Fla. Metal Fabrication,*
27 *Inc.*, 190 B.R. 119, 124 (Bankr. N.D. Fla. 1995); *In re Gucci*, 193 B.R. 411, 415 (S.D.N.Y.1996).

1 In reviewing a debtor in possession's decision to assume or reject an executory contract, a
2 bankruptcy court should apply the "business judgment test" to determine whether it would be
3 beneficial to the estate to assume it. *In re Continental Country Club, Inc.*, 114 B.R. 763, 767
4 (Bankr.M.D.Fla.1990); *see also In re Gucci*, 193 B.R. at 415. The business judgment standard
5 requires that the court follow the business judgment of the debtor unless that judgment is the
6 product of bad faith, whim, or caprice. *In re Prime Motors Inns*, 124 B.R. 378, 381 (Bankr. S.D.
7 Fla.1991), *citing Lubrizol Enterprises v. Richmond Metal Finishers*, 756 F.2d 1043, 1047 (4th
8 Cir. 1985), *cert. denied*, 475 U.S. 1057 (1986).

9 Pursuant to Bankruptcy Code section 365(b)(1), if there is a default in an executory
10 contract or unexpired lease that the debtor seeks to assume, the debtor must: (a) cure any existing
11 defaults under such agreements; (b) compensate all non-debtor parties to such agreements for
12 any actual pecuniary loss resulting from the defaults; and (c) provide adequate assurance of
13 future performance under the contract or lease. 11 U.S.C. § 365(b)(1); *see also In re Bowman*,
14 194 B.R. 227, 230 (Bankr. D. Ariz. 1995), *In re AEG Acquisition Corp.*, 127 B.R. 34, 44 (Bankr.
15 C.D. Cal. 1991), *aff'd* 161 B.R. 50 (9th Cir. BAP 1993).

16 Under section 365(f) of the Bankruptcy Code, a debtor, after assuming a contract, may
17 assign its rights under the contract to a third party. 11 U.S.C. § 365(f); *see also In re Rickel*
18 *Home Center, Inc.*, 209 F.3d 291, 299 (3d Cir. 2000) ("The Code generally favors free
19 assignability as a means to maximize the value of the debtor's estate[.]"); *Weingarten Nostat,*
20 *Inc. v. Service Merchandise Company, Inc.*, 396 F.3d 737, 742 (6th Cir. 2005); *see also In re*
21 *Headquarters Dodge, Inc.*, 13 F.3d 674, 682 (3d Cir. 1994) (noting that the purpose of section
22 365(f) is to assist the trustee in realizing the full value of the debtor's assets); *In re Crow*
23 *Winthrop Operating Partnership*, 241 F.3d 1121, 1124 (9th Cir. 2001) (finding that section
24 365(f) permits the assignment of contracts by debtors notwithstanding de facto anti-assignment
25 clauses so as to permit debtors from realizing the full value of their assets).

26 Pursuant to Bankruptcy Code section 365(f)(2) of the Bankruptcy Code, a debtor may
27 assign its executory contracts and unexpired leases, provided the debtor first assumes such
28

1 executory contracts and unexpired leases in accordance with Bankruptcy Code section 365(b)(1),
2 and second, provides adequate assurance of future performance by the assignee. The purpose of
3 the adequate assurance requirement is to protect the interests of the non-debtor party to an
4 assigned contract, as section 365(k) of the Bankruptcy Code relieves a debtor from liability for
5 any breach of a contract that may occur after an assignment. *Cinicola v. Scharffeberger*, 248
6 F.3d 110, 120 (3d Cir. 2001). Adequate assurance of future performance is not required for every
7 term of an executory contract or unexpired lease, but only such terms that are “material and
8 economically” significant. *In re Fleming Cos., Inc.*, 499 F.3d 300, 305 (3d Cir. 2007). The
9 meaning of “adequate assurance of future performance” depends on the facts and circumstances
10 of each case, but should be given a “practical, pragmatic construction.” *In re DBSI, Inc.*, 405
11 B.R. 698, 708 (Bankr. D. Del. 2009); *see also In re Decora Indus.*, 2002 U.S. Dist. LEXIS
12 27031, at *23 (D. Del. 2002) (“[A]dequate assurance falls short of an absolute guarantee of
13 payment.”). Adequate assurance may be provided by demonstrating the assignee's financial
14 health and experience in managing the type of enterprise or property assigned. *See, e.g., In re*
15 *Bygaph, Inc.*, 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (finding that adequate assurance is
16 present when prospective assignee of lease from debtor has financial resources and has expressed
17 willingness to devote sufficient funding to business to give it strong likelihood of success).

18 The Debtor believes that all of the applicable requirements under 11 U.S.C. §§ 365(a),
19 (b) and (f) for the assumption and assignment of the Existing Lease have been or will be
20 satisfied in this case. The Debtor satisfies the business judgment test as it is seeking assign the
21 Existing Lease as part of the sale transaction that will generate funds to make a significant
22 distribution to its creditors. The Debtor is no longer operating and its goal in this bankruptcy
23 case it to maximize value through sales of its assets.

24 The Debtor landlord is not in default under the lease and, accordingly, Bankruptcy Code
25 section 365(b)(1) does not apply. Here, the proposed assignor is the lessor rather than the lessee,
26 such that the Bankruptcy Code section 365(f)(2) adequate assurance requirements apply to the
27 performance of the new landlord. The Buyer has the wherewithal and is prepared to assume all
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1 of the lessor's obligations under the Existing Lease and will provide adequate assurance of its
2 future performance as the new lessor if requested by the existing tenant.

3 **IV.**

4 **SUBJECT TO FURTHER EVIDENCE, THE ADJUSTED BUYER CLAIM SHOULD**
5 **BE ALLOWED AS A SECURED CLAIM**

6 As part of the consideration for the purchase of the Property and assignment of the
7 Existing Lease, the Buyer has agreed conditionally to reduce the Buyer Claim to the Adjusted
8 Buyer Claim amount of \$900,000. If the sale transaction closes later than November 30, 2016,
9 the amount of Buyer Claim will be without regard to the agreed reduction to the Adjusted Buyer
10 Claim. A history of the genesis of the Buyer Claim is set for in Section C of the Memorandum
11 and in the Hsu Declaration annexed to this Memorandum.

12 The Debtor and the Committee may file pleadings and documents to supplement this
13 Motion with respect to the allowance or disallowance of the Buyer Claim and the Adjusted
14 Buyer Claim after the September 30, 2016 deadline for the Buyer to provide sufficient evidence
15 to support the allowance of the Buyer Claim and the Adjusted Buyer Claim.

16 In the event, the Buyer fails to provide sufficient evidence to support allowance of the
17 Buyer Claim such that the Debtor in its reasonable discretion cannot confirm the validity
18 (including amount), priority and enforceability of the Buyer Claim and the Adjusted Buyer
19 Claim by September 30, 2016, or after the Debtor has used best efforts to prosecute the
20 allowance of the Buyer Claim and the Adjusted Buyer Claim, the Court does not allow the
21 Buyer Claim or the Adjusted Buyer Claim for whatever reason, the Buyer is nonetheless
22 obligated to close the sale transaction if it is the successful bidder and all other conditions to the
23 Buyer closing are satisfied, but any discount of the Buyer Claim to the amount of the Adjusted
24 Buyer Claim provided in the APA shall be void.

25 To the extent the Buyer provides the requisite evidence to support allowance of the
26 Buyer Claim and the Adjusted Buyer Claim as determined by the Debtor in its reasonable
27 discretion, the Court should allow the Buyer Claim and the Adjusted Buyer Claim pursuant to
28

section 502 of the Bankruptcy Code.

V.

**REQUEST FOR WAIVER OF 14-DAY STAY PERIODS SET FORTH IN
BANKRUPTCY RULES 6004(h) AND 6006(d)**

Bankruptcy Rule 6004(h) provides, among other things, that an order authorizing the use, sale or lease of property . . . is stayed until the expiration of fourteen days after entry of the Court order, unless the Court orders otherwise. Bankruptcy Rule 6006(d) has a similar provision with respect to an order approving of the assumption and assignment of unexpired leases and executory contracts.

The Debtor and its estate continue to incur administrative expenses for postpetition expenses obligations as owner and lessor of the Property. To prevent the increase of such administrative expenses and maximize the potential recovery to creditors of the estate, the Debtor and the Buyer (or a successful overbidder) must be permitted to consummate the sale of the Property as soon as possible after entry of an order granting this Motion. As indicated above, the Debtor anticipates that the sale of the Property will close as soon as possible after entry of the order granting this Motion. To facilitate the most expeditious sale closing possible, the Debtor requests that the order granting this Motion be effective immediately upon entry by providing that the fourteen-day stay periods provided by Bankruptcy Rule 6004(h) and 6006(d) are waived.

IV.

CONCLUSION

WHEREFORE, the Debtor respectfully requests that the Court enter an Order:

1. finding that the notice given by the Debtor in connection with the sale of the Property and the hearing on the Motion is adequate, sufficient, proper and complies with all applicable provisions of the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, and Local Bankruptcy Rules for the Central District of California;
2. granting the Motion in its entirety;

1 3. authorizing the Debtor to sell the Property to the Buyer (or to a successful
2 overbidder), free and clear of all liens, claims and interests, pursuant to the terms and conditions
3 set forth in the APA with the liens of Shanghai Commercial Bank, Ltd, the Buyer and Huesing
4 Holdings to attach to the sale proceeds with the same validity and priority as such liens had
5 prepetition;

6 4. finding that the Buyer (or a successful overbidder) is a good faith buyer entitled
7 to all of the protections afforded by Section 363(m) of the Bankruptcy Code;

8 5. authorizing the Debtor to execute and deliver, on behalf of the estate, any and all
9 documents that may be reasonably necessary to consummate the sale of the Property;

10 6. authorizing the Debtor to assume and assign the Existing Lease to the Buyer or
11 the (successful overbidder);

12 7. allowing the Buyer Claim and the Adjusted Buyer Claim as an allowed secured
13 claim for the Buyer subject to reduction to the agreed amount of \$900,000 if the Buyer is the
14 successful bidder, or the sale closes pursuant hereto on or before November 30, 2016 to another
15 bidder, and if the Buyer provides sufficient evidence to support allowance of the Buyer Claim
16 such that the Debtor in its reasonable discretion can confirm the validity (including amount),
17 priority and enforceability of the Buyer Claim and the Adjusted Buyer Claim by September 30,
18 2016;

19 8. allowing the Debtor to pay the secured claims of Shanghai Commercial Bank,
20 Ltd from the sale proceeds, allowing the Debtor to pay the Adjusted Buyer Claim from the sale
21 proceeds if the condition set forth in the last clause of the preceding paragraph (7) is satisfied
22 and the Buyer is the successful bidder, or the Buyer is not the successful bidder, but the closing
23 of the sale pursuant hereto occurs on or before November 30, 2016, allowing the Debtor to pay
24 the Buyer Claim from the sale proceeds if the condition set forth in the last clause of the
25 preceding paragraph (7) is satisfied but the Buyer is not the successful bidder, and authorizing
26 the Debtor to establish an escrow of the sale proceeds in the amount of the disputed secured
27 claim of Huesing Holdings, and any other disputed secured claims and interests;

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DECLARATION OF LULU KNOWLTON

I, Lulu Knowlton, hereby declare as follows:

1. I am real estate agent and have been with Keller Williams Santa Monica/Pacific Palisades (“Keller Williams”) since February 2014. I was the Keller Williams Top Agent for The Year in 2014 and received the 2105 Triple Gold International Medallion Award for Sales. In particular, I have extensive experience in the real estate industry with the Asian American community in Southern California. I was born in Chongqing, China, and am fluent in Chinese (Mandarin), Russian and English.

2. On or about May, 2016, the Debtor³ engaged Keller Williams and me to serve as its real estate broker (the “Broker”) to market the Property for sale. The Court thereafter entered its order authorizing the Debtor’s employment of Keller Williams to serve as its real estate broker for the Property. In the event of a successful sale of the Property to a buyer procured by the Broker, the Broker will be entitled to the payment of a broker commission equal to four percent (4%) of the gross sale price from the proceeds of such sale at the closing.

3. The Debtor and Keller Williams counsel have worked diligently to identify prospective purchasers for the Property, to procure written letters of intent or offers from prospective purchasers, to discuss and negotiate the terms and conditions under which prospective purchasers would potentially purchase the Property, to prepare a form of asset purchase agreement for the sale of the Debtor’s assets and assignment of the Debtor’s interest in the Existing Lease to a purchaser (and other related documents), and to take such other and further actions as necessary to negotiate and document a transaction which provides for the sale of the Property and assignment of the Debtor’s interest in the Existing Lease to a purchaser, for the benefit of all creditors.

³ Capitalized terms used but not defined herein have the meanings set for the preceding Motion and Memorandum of Points and Authorities.

4. The Debtor and the Broker have worked diligently to attract buyers for the Property and to negotiate the terms of a sale of the Property. As the Broker, we engaged in widespread marketing efforts with respect to the Property, including an emphasis on the Asian community based on the geographic location of the Property. The internet marketing for the Property included the Property being listed on Loopnet.com,² The Multiple Listing Service, and the Keller Williams website. In addition, the Property is listed on my WeChat accounts³ and the Property marketing brochure is shared on Facebook. The Property was also marketed through print media, including the California Chinese real estate magazine "HOMES," where the Property was featured on the front page of the magazine. I also worked with my vast network of contacts internationally to market the Property in China and Russia, including a Chinese real estate brokerage firm, and numerous Chinese and Russian real estate development companies.

5. Numerous offers and expressions of interests were received. I communicated all such expressions of interest to the Debtor as well as to the Committee. I participated on numerous calls and conferences with the Debtor and the Committee to ensure the continuation of proper and efficient marketing efforts and maximizing value of the Property, especially considering due diligence and other contingencies sought by interested parties. After extensive marketing and offer and counter-offer process, the highest and best offer was received from the Buyer based on the combination of the purchase price, the short due diligence contingency period, which was waived, and the nonrefundable deposit currently held by escrow.

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

Executed this 15 day of September, 2016, at Santa Monica, California.

DocuSigned by:
Lulu Knowlton
LULU KNOWLTON

² LoopNet is the most heavily trafficked commercial real estate marketplace online with more than 8 million registered members and 5 million unique monthly visitors. Its primary business is to provide commercial real estate listings (for sale and for lease) in the United States.

³ WeChat is a mobile text and voice messaging communication service developed by Tencent in China. WeChat services include sharing of photographs and videos as well as messaging. As of May 2016, there were 1 billion WeChat accounts and 700 million active users.

DECLARATION OF TED HSU

I, Ted Hsu, hereby declare as follows:

1. I am the principal of TT Investment Los Angeles Fund I, LLC ("TT Investment" or the "Buyer").

2. The history of the grant of the Buyer's secured claim is as follows. Huntington Spring Asset LLC ("HSA") borrowed an aggregate of \$1.5 million in cash from Blue Sky Communications ("Blue Sky") and TT Investment pursuant to promissory notes dated September 20, 2013 and restated November 21, 2013 (the "HSA Debt"). The HSA Debt was guaranteed by HSA affiliate Goldstone Property Management LLC ("Goldstone") and Goldstone agreed to secure the guaranty by granting a deed of trust on the Property (the "Deed of Trust") in favor of Blue Sky. Goldstone, owner of the Property⁶ at that time, granted the deed of trust on or about February 11, 2014, recorded it on or about March 10, 2014, and further guaranteed the HSA Debt by the Guaranty and Security Agreement dated June 1, 2014 (the "GSA").

3. Following the initial incurrence of the HSA Debt, HSA, HSA affiliate Huntington Giant Capital Corporation ("HGCC") and Goldstone requested additional advances. TT Investment and Red Dot Investment, Inc. ("Red Dot," and collectively with Blue Sky, and Niel Nieh (principal of Blue Sky), the "Co-Lenders") made additional advances to HSA and HGCC to be evidenced by existing promissory notes, co-borrowed and guaranteed by Goldstone and HGCC, and secured by the Deed of Trust. To document these agreements, HSA, Goldstone, HGCC, Blue Sky and the Co-Lenders entered into a Confirmation and Acknowledgment of Debt Agreement dated June 1, 2014, and Blue Sky and the Co-Lenders assigned the HSA Debt and related documents, including the promissory notes, the Deed of Trust, and the GSA to TT Investment on behalf of and as collateral agent for Blue Sky and the Co-Lenders, including pursuant to the Assignment of Deed of Trust dated October 31, 2014. Sometime subsequent to

⁶ Capitalized terms used but not defined herein have the meanings set for the preceding Motion and Memorandum of Points and Authorities.

1 the foregoing, the Property was transferred to the Debtor, subject to the following liens, claims
2 and interests.

3 4. As of July 31, 2016, the total HSA Debt (referred to in the preceding Motion and
4 Memorandum of Points and Authorities as the Buyer Debt) was \$964,117.45, which is based on
5 the outstanding balance as of June 30, 2014 of \$742,544.77 with interest at the contractual rate of
6 10% (initially \$203.44 *per diem* compounded daily). The amount also includes \$48,960.45 in
7 legal, foreclosure and other expenses incurred since June 30, 2014.

8 5. The Buyer has agreed to provide sufficient evidence to support allowance of the
9 Buyer Claim such that the Debtor in its reasonable discretion can confirm the validity (including
10 amount), priority and enforceability of the Buyer Claim and the Adjusted Buyer Claim by
11 September 30, 2016. If the Buyer fails to provide sufficient evidence to support the allowance of
12 the Buyer Claim such that the Debtor in its reasonable discretion cannot confirm the validity
13 (including amount), priority and enforceability of the Buyer Claim and the Adjusted Buyer
14 Claim by September 30, 2016, or after the Debtor has used best efforts to prosecute the
15 allowance of the Buyer Claim and the Adjusted Buyer Claim, the Court does not allow the Buyer
16 Claim or the Adjusted Buyer Claim for whatever reason, the Buyer has agreed that it is
17 nonetheless obligated to close the sale transaction if it is the successful bidder and all other
18 conditions to the Buyer closing are satisfied, but any discount of the Buyer Claim to the amount
19 of the Adjusted Buyer Claim provided in the APA shall be void.

20 6. I was previously engaged in business dealings with affiliates of the Debtor, Benny
21 Kirk and Lucy Gao, and through such business dealings became associated with one or more
22 special purpose investment vehicles in which I was asked to participate as part of a commercial
23 transaction. For over two years, I have not had any connection with, or affiliation with, the
24 foregoing individuals, other than my attempts on behalf of TT Investment to collect on the HSA
25 claim. There are no agreements or representations with any insiders of the Debtor in connection
26 with the proposed transaction. Pursuant to the Bidding Procedures Order, by September 30,
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1 2016, I will provide a declaration under penalty of perjury setting forth all of the Buyer's and its
2 principals' connections to the Debtor and its principals.

3 7. The Buyer has the wherewithal, is prepared to assume all of the Debtor lessor's
4 obligations under the Existing Lease, and will provide adequate assurance of its future
5 performance as the new lessor if requested by the existing tenant.

6 I declare under penalty of perjury that the foregoing is true and correct.

7 Executed this 19th day of September, 2016, at Los Angeles, California.

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TED HSU

DECLARATION OF LAWRENCE PERKINS

I, Lawrence Perkins, hereby declare as follows:

1. I am Co-Founder, and Chief Executive Officer of Sierra Constellation Partners, LLC. ("SCP"), which maintains offices at 400 S. Hope St. Suite 1050, Los Angeles, California 90071. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

2. Liberty Asset Management Corporation, the debtor and debtor in possession herein, commenced its Chapter 11 bankruptcy case by filing a Voluntary Petition on March 21, 2016. I am the Chief Restructuring Officer of Liberty Asset Management Corporation. Benjamin Kirk aka Benjamin Ko is the 100% shareholder of Liberty.

3. Liberty filed its *Application For An Order Pursuant To Sections 105(a) and 363(b) Of The Bankruptcy Code Authorizing And Approving (I) Employment And Retention Of Lawrence R. Perkins As Chief Restructuring Officer, and (II) Employment Of Sierra Constellation Partners, LLC, Effective as of March 28, 2016* (the "Application"). Mr. Kirk executed the Application. Based on the foregoing and Court approval of the Application, I am the Chief Restructuring Officer ("CRO"), and the person in charge of, Liberty.

4. I make this declaration in support of the Debtor's⁷ motion (the "Motion") for the sale of the Property and assumption and assignment of the Existing Lease.

5. On March 21, 2016 (the "Petition Date"), the Debtor filed a voluntary petition under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, bearing case number 2:16-bk-13575-TD. The Debtor is managing its financial affairs and operating its bankruptcy estate as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

6. On April 27, 2016, the Office of the United States Trustee (the "UST") appointed an Official Committee of Unsecured Creditors (the "Committee"), who has been very active in this case.

⁷ Capitalized terms used and not defined herein have the meanings set forth in the preceding Motion and Memorandum of Points and Authorities.

1 7. Prior to cessation of operations, the Debtor was a real estate management
2 company with Benjamin Kirk (“Kirk”) as 100% member. The Debtor’s mission was to seek out
3 real estate opportunities throughout Northern and Southern California, invest in such
4 opportunities, and manage them.

5 8. Prior to the creation of the Debtor, Mr. Kirk had a personal and professional
6 relationship with Lucy Gao, including a child between them. In the ordinary course of business,
7 the Debtor would identify real estate projects to acquire, the Debtor would fund the acquisition
8 of such properties and a special-purpose entity would be formed to own and operate the
9 properties. Ms. Gao was responsible for the creation of the entities and structured many of them
10 with herself (Lucy Gao) as the sole member. Notwithstanding the foregoing, it was always
11 understood that the properties, which were acquired with Debtor’s funds, were held for the
12 benefit of the Debtor.

13 9. Approximately two years ago, the personal relationship of these individuals came
14 to an end. The Debtor, through Mr. Kirk, learned that Ms. Gao has been using her position as the
15 sole member of certain of the special purpose entities, to sell the real estate holdings and divert
16 funds to herself and to the exclusion of the Debtor and its creditors. Since the Debtor has
17 substantial creditors of its own, and funds were not being remitted to the Debtor to pay its
18 obligations to creditors, such creditors commenced litigation against the Debtor.

19 10. Based on the foregoing, the Debtor determined that the commencement of this
20 bankruptcy case was necessary and proper to stay litigation and use the powers of the Court to
21 preserve assets for the benefit of creditors. Upon commencement of this case, the Debtor has
22 already initiated certain adversary proceedings for a determination as to the ownership of the
23 various properties and entities. Such claims were assigned to the Committee to pursue and,
24 recently, a stipulation was executed and approved by the Court pursuant to which numerous
25 assets and rights have been turned over to the Debtor.

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1 11. The Debtor's goal for this bankruptcy is to generate funds to pay its creditors.

2 12. The Property that is the subject of the APA, includes the Baldwin Property, the
3 Fairview Property, and the Existing Lease. The Baldwin Property and the Fairway Property are
4 connected and improved with a commercial building, which includes an operating bowling alley.
5 The bowling alley is leased to a third party tenant, AMF Bowling Centers, Inc. The lease
6 commenced on March 31, 1999 and, based on options exercised by the tenant, will terminate on
7 June 30, 2019. Pursuant to the lease, the current base annual rent is \$356,708, paid monthly in
8 the amount of \$29,725.67. In addition, based on the fact that this is a triple-net lease, the tenant
9 is responsible for all other expenses, including property taxes. The Debtor understands that the
10 tenant has not paid all outstanding property taxes.

11 13. The Debtor believes that the Property is encumbered by liens securing three
12 asserted secured claims. Shanghai Commercial Bank, Ltd asserts a first priority, secured claim in
13 the amount of \$3,535,048.21, which the Debtor does not dispute. The Debtor intends to pay the
14 secured claim of Shanghai Commercial Bank Ltd in full from the proceeds of the sale. The
15 Buyer asserts that it holds the second priority secured claim. As part of the consideration for
16 transaction, the Buyer has agreed to reduce the Buyer Claim to the Adjusted Buyer Claim
17 amount of \$900,000. The Buyer's lien for the Buyer Claim and the Adjusted Buyer Claim will
18 attach to the sale proceeds. The Debtor will have the authority to pay the secured claim of the
19 Buyer from the sale proceeds if the Buyer Claim and the Adjusted Buyer claim are allowed.
20 Heusing Holdings asserts a third priority secured claim in the amount of \$4.0 million, which the
21 Debtor disputes. The lien of Heusing Holdings will attach to escrowed sale proceeds in the
22 amount of the secured claim pending resolution of the claim dispute.

23 14. Since the Debtor has ceased operations, its goal is to liquidate its assets for the
24 benefit of its creditors. In accordance with the goal to maximize and monetize assets for its
25 creditors' benefit, the Debtor has determined that the sale of the Property is necessary, proper
26 and in the best interest of the estate. The Debtor believes that the fair market value of the
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Property is substantially in excess of the secured debt against the Property, which is confirmed by the proposed transaction.

15. On or about May, 2016, the Debtor engaged Keller Williams Santa Monica/Pacific Palisades (“Keller Williams”), and in particular Lulu Knowlton to serve as its real estate broker (the “Broker”) to market the Property for sale. The Court thereafter entered its order authorizing the Debtor’s employment of Keller Williams to serve as its real estate broker for the Property. In the event of a successful sale of the Property to a buyer procured by the Broker, the Broker will be entitled to the payment of a broker commission equal to four percent (4%) of the gross sale price from the proceeds of such sale at the closing.

16. The Debtor and Keller Williams counsel have worked diligently to identify prospective purchasers for the Property, to procure written letters of intent or offers from prospective purchasers, to discuss and negotiate the terms and conditions under which prospective purchasers would potentially purchase the Property, to prepare a form of asset purchase agreement for the sale of the Debtor’s assets and assignment of the Debtor’s interest in the Existing Lease to a purchaser (and other related documents), and to take such other and further actions as necessary to negotiate and document a transaction which provides for the sale of the Property and assignment of the Debtor’s interest in the Existing Lease to a purchaser, for the benefit of all creditors.

17. The marketing and sale efforts have been fruitful and have resulted in the successful negotiation of that certain *Asset Purchase Agreement* dated August 16, 2016, as amended by the Bidding Procedures Order (defined below) (the “APA”) between the Debtor and the Buyer, pursuant to which the Buyer has agreed, subject to Court approval, to purchase the Property and improvements, and take assignment of the Existing Lease for a purchase price of \$13,500,000 (the “Purchase Price”), subject to overbid, and under the terms and conditions set forth in the APA. A true and correct copy of the APA is attached hereto as Exhibit “1”. Certain of the bidding procedures provided for in the APA, among other provisions including the closing date, have been modified pursuant to the *Order Granting Debtor’s Notice Of Motion And Motion*

1 *For Entry Of An Order Approving Bidding Procedures For Sale Of Real Property And*
2 *Improvements And Assumption And Assignment Of Lease* [Doc. No. 214] (the “Bidding
3 Procedures Order”).

4 18. In addition, as part of the proposed sale transaction to be approved by this Motion,
5 the Buyer and the Debtor have agreed to a conditional reduction in the outstanding amount of the
6 Buyer Claim. Unless the Buyer fails to provide evidence to support allowance of the Buyer
7 Claim such that the Debtor in its reasonable discretion cannot confirm the validity (including
8 amount), priority and enforceability of the Buyer Claim and the Adjusted Buyer Claim by
9 September 30, 2016, the Debtor requests that the Buyer receive an allowed secured claim in the
10 amount of \$900,000 if the Buyer is the successful bidder, or of the Buyer is not the successful
11 bidder, but the closing of the sale closes on or before November 30, 2016. In addition, the order
12 approving the sale transaction shall provide that the Buyer’s allowed secured claim will have
13 been granted as of the date of the recording of the original Deed of Trust of February 11, 2014.

14 19. In the event the Buyer fails to provide sufficient evidence to support allowance of
15 the Buyer Claim such that the Debtor in its reasonable discretion cannot confirm the validity
16 (including amount), priority and enforceability of the Buyer Claim and the Adjusted Buyer
17 Claim by September 30, 2016, or after the Debtor has used best efforts to prosecute the
18 allowance of the Buyer Claim and the Adjusted Buyer Claim, the Court does not allow the Buyer
19 Claim or the Adjusted Buyer Claim for whatever reason, the Buyer is obligated to close the sale
20 transaction if it is the successful bidder and all other conditions to the Buyer closing are satisfied,
21 but any discount of the Buyer Claim to the amount of the Adjusted Buyer Claim provided in the
22 APA shall be void.

23 21. The Debtor has ceased operations and its goal in the bankruptcy case is to
24 liquidate its assets to maximize recoveries for creditors. The Debtor believes that the liquidation
25 of its assets will generate sufficient proceeds to permit the Debtor to make a significant
26 distribution to creditors. The proposed sale of the Property to the Buyer is anticipated to result
27 in net sale proceeds in excess of approximately \$13,500,000 (subject to increase by overbid),
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1 which the will facilitate the goal of liquidating assets to pay creditors. On the other hand, if the
2 Debtor is not able to consummate a sale of the Property to the Buyer (or a successful
3 overbidder) as proposed herein, the Debtor will not generate the over \$13 million in sale
4 proceeds that could be used to pay creditors. The Debtor also will be saddled with the
5 obligations and expenses of an owner of real property and a landlord of a tenant that operates a
6 business at the site.

7 22. The Overbid Procedures and Auction process implemented by the Debtor is
8 specifically designed to ensure that the highest price possible is obtained for Property.
9 Although the Debtor will not know the results of the Auction (if one is conducted) until the
10 Auction has been completed, the Debtor submits that, based upon the marketing efforts of the
11 Debtor and the Broker, the Property will have been exposed to those parties who are most likely
12 to be interested in acquiring the Property, and the highest and best bid obtained for the Property
13 (whether it is the bid offered by the Buyer or an overbid submitted by a successful overbidder)
14 will constitute fair and reasonable value for the Property.

15 23. The principal of the Buyer, Ted Hsu, was previously associated with the Debtor's
16 affiliates and engaged in business dealings with such affiliates, Benny Kirk and Lucy Gao.
17 However, as represented in the APA and based on my personal knowledge, the Buyer no longer
18 has any connection with, or affiliation with, the foregoing individuals. Moreover, the offer was
19 transmitted through counsel and broker and negotiated through the use of counsel. Based on my
20 personal knowledge, there are no agreements or representations with any insiders of the Debtor
21 in connection with the proposed transaction herein.

22 24. Pursuant to the Bidding Procedures Order, by September 30, 2016, the Buyer will
23 provide a declaration under penalty of perjury setting forth all of its and its principals
24 connections to the Debtor and its principals. There has been no fraud or collusion in connection
25 with the proposed sale of the Property. The Debtor, with the assistance of a third party broker,

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1 has sought competitive bids for the Property from those who are most likely to be interested in
2 purchasing the Property. No offer to purchase the Property received by the Debtor has been
3 ignored, and the Debtor has taken reasonable steps to try to obtain the highest price possible for
4 the Property.

5 25. The Debtor landlord is not in default under the Existing Lease. The Buyer has the
6 wherewithal, is prepared to assume all of the lessor's obligations under the Existing Lease and
7 will provide adequate assurance of its future performance as the new lessor if requested by the
8 existing tenant.

9 26. The Debtor and its estate continue to incur administrative expenses for
10 postpetition expenses obligations as owner and lessor of the Property. To prevent the increase of
11 such administrative expenses and maximize the potential recovery to creditors of the estate, the
12 Debtor and the Buyer (or a successful overbidder) must be permitted to consummate the sale of
13 the Property as soon as possible after entry of an order granting this Motion. As indicated
14 above, the Debtor anticipates that the sale of the Property will close as soon as possible after
15 entry of the order granting this Motion.

16 I declare under penalty of perjury that the foregoing is true and correct.

17 Executed this 15th day of September, 2016, at Los Angeles, California.

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20 LAWRENCE PERKINS

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EXHIBIT "1"

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT

between

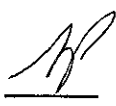
LIBERTY ASSET MANAGEMENT CORPORATION

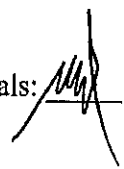
DEBTOR AND DEBTOR IN POSSESSION

and

TT INVESTMENT LOS ANGELES FUND I, LLC

DATED AS OF AUGUST 16, 2016

Seller initials: 

Purchaser initials: 

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of August 16, 2016 by and between Liberty Asset Management Corporation, a California corporation, as debtor and debtor in possession ("Seller"), in Case No. 2:16-bk-13575 (the "Bankruptcy Case") in the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "Bankruptcy Court"), and TT Investment Los Angeles Fund I, LLC, a California limited liability company ("Purchaser," and collectively with Seller, the "Parties").

RECITALS

WHEREAS, on March 21, 2016, Seller commenced the Bankruptcy Case by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (as defined in Article 1 hereof) with the Bankruptcy Court; and

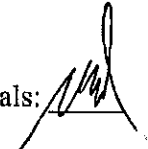
WHEREAS, Seller is continuing to manage its affairs as a debtor and debtor in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code; and

E AS in accordance with Sections 363 and 365 and the other applicable provisions of the Bankruptcy Code, Seller wishes to sell, transfer, convey, assign and deliver to Purchaser, and Purchaser desires to purchase and acquire from Seller, the real property and improvements located at (i) 1020 S Baldwin Avenue, Arcadia, CA (N 5778-006-010) and (ii) 652 Fairview Avenue, Arcadia, California (APN 5778-006-005), as more particularly described in Exhibit A hereto (the "Property"), and Seller desires to assume and assign to Purchaser, and Purchaser desires to assume from Seller, the real property lease relating to the Property between Arcadia Pacific Investments, LLC and AMF Bowling Centers, Inc. dated March 31, 1999 (the "Existing Lease") upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the Property will be sold and the Existing Lease will be assumed and assigned pursuant to a Sale Order (as hereinafter defined) of the Bankruptcy Court approving such sale under Sections 105, 363, 365, 502, 503, 506 and 507 of the Bankruptcy Code and Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure, which shall include the concurrent assignment to Purchaser of the Existing Lease and the terms and conditions of this Agreement;

WHEREAS, Purchaser is the assignee and holder of certain debt secured by the Property (the "Buyer Debt"), and as a condition to the sale pursuant to this Agreement, the Parties have agreed that (i) the Buyer Debt shall be allowed a secured claim of Purchaser in the amount of \$964,117.45 as of July 31, 2016, with the daily or *per diem* accrual as set forth in Section 13.8 (the "Allowed Claim") and (ii) notwithstanding the amount of the Allowed Claim, Purchaser will agree conditionally to accept a reduced amount of \$900,000 (the "Adjusted Claim Amount") in full and final satisfaction of the Allowed Claim with such conditions being as set forth in Section 13.8; and

Seller initials: 

Purchaser initials: 

WHEREAS, all of the obligations of Seller under this Agreement are conditioned upon the approval of the Bankruptcy Court in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement and any schedules hereto or other Transaction Documents, the following terms shall have the following meanings:

“Affiliate” means any Person, which, directly or indirectly, is in control of, is controlled by, or is under common control with, another Person. For purposes of this definition, a Person shall be deemed to be “controlled by” another Person if such latter Person possesses, directly or indirectly, power either to direct or cause the direction of the management and policies of such controlled Person whether by contract or otherwise.

“Adjusted Claim Amount” has the meaning set forth in the Recitals of this Agreement and Section 13.8 of this Agreement.

“Allowed Claim” has the meaning set forth in the Recitals of this Agreement and Section 13.8 of this Agreement.

“Assumed Contracts” has the meaning set forth in Section 6.1.

“Assumed Liabilities” are the Liabilities assumed by Purchaser as set forth in Section 3.2 of this Agreement.

“Bankruptcy Code” means 11 U.S.C. Section 101, et. seq., and any amendments thereof operative at the time of the Bankruptcy Case.

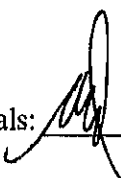
“Break-Up Fee” means an amount equal \$405,000, payable in cash in accordance with the Procedures Order.

“Buyer Debt” has the meaning set forth in the Recitals of this Agreement and Section 13.8 of this Agreement.

“Claim Allowance Order” shall mean the Order of the Bankruptcy Court approving the Allowed Claim, either as a separate, standalone Order or as part of the Sale Order.

“Closing” has the meaning ascribed in Article 8 of this Agreement.

Seller initials: 

Purchaser initials: 

"Competing Transaction" means the entry into by Seller of any agreement or transaction with a third party providing for the sale or sales by Seller of all or a substantially all of the Purchased Assets whether in a single transaction or a series of transactions, the sale of 50% or more of Seller's voting equity ownership whether in a single transaction or a series of transactions, or a merger or consolidation having a similar effect, including the entry into one or more transactions in connection with Qualified Bids, provided, however, any transaction with Purchaser or one of Purchaser's Affiliates shall not be a Competing Transaction.

"Deposit" has the meaning ascribed in Article 4 of this Agreement.

"Deposit Account" means the escrow account established pursuant to the Escrow Agreement by the Escrow Holder for the purpose of holding the Deposit, subject to the terms and conditions of this Agreement.


"Documentation" means properties, titles, contracts, books, records, files and documents, whether stored in physical or electronic format.

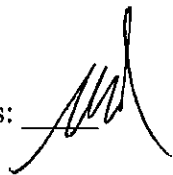
"Escrow Agreement" means the Escrow Agreement, dated as of the date hereof, entered into among the Escrow Holder, Seller and Purchaser for the purpose of holding the Deposit.

"Escrow Holder" means Stewart Title Guaranty Company.

"Excluded Assets" means, collectively, all assets of Seller except for the Purchased Assets, including:

- (c) Any equity interests of Seller in any subsidiaries or affiliates;
- (d) All losses, loss carry forwards and rights to receive refunds or credits from any Governmental Authority with respect to any taxes of Seller incurred prior to the Closing;
- (e) Any employee benefit plans or obligations of Seller;
- (f) Cash, other than as expressly set forth herein;
- (g) Except to the extent included in Assumed Lease Rights, all claims, rights of offset or causes of action against third parties arising under and relating to Chapter 5 of the Bankruptcy Code, other than Assumed Lease Rights;
- (h) All Excluded Contracts;
- (i) All personal records and other records that Seller is required by law to retain in its possession; and

Seller initials: 

Purchaser initials: 

(j) All insurance proceeds, claims and/or causes of action solely with respect to or arising in connection with (i) any Excluded Contract, or (ii) any item of tangible or intangible property not acquired by Purchaser at the Closing.

"Excluded Contracts" means any contracts or leases that are not the Assumed Contracts.

"Executory Contract or Lease" means any contract or lease that constitutes an executory contract subject to the provisions of Section 365 of the Bankruptcy Code.

"Existing Lease" has the meaning set forth in the Recitals to this Agreement.

"Final Order" means an order or judgment, entered by a court of competent jurisdiction, that remains in full force and effect and has not been reversed, or amended or modified in a manner that is materially inconsistent with the terms and conditions set forth in this Agreement, and as to which (i) the time to seek rehearing, file a notice of appeal or seek other review has expired and (ii) no stay is in effect.

"Expense Reimbursement" means an expense reimbursement for all actual and reasonable documented out of pocket expenses incurred on or after July 15, 2016, by Purchaser in connection with the Transactions, which expense reimbursement shall not exceed \$150,000 payable to Purchaser in Good Funds.

"Good Funds" means immediately available, good funds of the United States of America.

"Governmental Authority" means any federal, state, provincial, municipal and foreign governmental entity, authority, or agency, or any other political subdivision, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government.


"Knowledge of Seller" means, as to each of the officers and directors of Seller, (i) the actual knowledge of such individual, and (ii) the knowledge such individual would have had following a reasonable inquiry by such individual, including an inquiry with his or her direct reports.

"Law" means any federal, state, provincial, local or foreign statute, law, ordinance, regulation, rule, code, order, case law decision or other requirement or rule of law.

"Liability" or "Liabilities" means any liability, indebtedness, obligation, expense, claim loss, cost, damage, obligation, responsibility, guaranty or endorsement of or by any Person absolute or contingent, accrued or unaccrued, known or unknown, due or to become due liquidated or unliquidated, secured or unsecured, pre-petition or administrative.

"Lien" or "Liens" means any security interests, mortgages, interests, liens, pledges, charges, encumbrances and other rights or claims of third parties.

Seller initials: 

Purchaser initials: 

"Non-Assumed Liabilities" means any and all Liabilities of Seller that are not Assumed Liabilities.

"Ordinary Course of Business" means the current course of business conducted by Seller in the Bankruptcy Case consistent with past custom and practice (including with respect to quantity and frequency).

"Permits" means any approvals, authorizations, consents, licenses, permits, registrations, or certificates of a Governmental Authority.

"Permitted Exceptions" means: (i) Liens for current Taxes, assessments or other governmental charges not yet payable or the amount or validity of which is being contested in good faith by appropriate proceedings; (ii) mechanics', carriers', workers', warehousemen's, repairers' and similar Liens arising or incurred in the Ordinary Course of Business; (iii) zoning, entitlement and other land use and environmental regulations by any Governmental Body provided that such regulations have not been violated; (iv) Liens that will be released at or prior to Closing (including pursuant to the Sale Order); and (v) the rights of the tenant under the Existing Lease.

"Person" means any corporation, partnership, limited liability company, joint venture business association, entity or individual.

"Procedures Motion" means the motion filed requesting entry of the Procedures Order.

"Procedures Order" means an order entered by the Bankruptcy Court approved by both Parties (which approval shall not unreasonably be withheld) approving the procedures for a sale to Purchaser or an alternative bidder. For avoidance of doubt, the Procedures Order shall not include the Claim Allowance Order.

"Property" has the meaning set forth in the Recitals to this Agreement.


"Purchase Price" has the meaning ascribed to that term in Article 4.

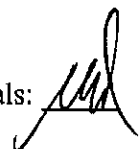
"Purchased Assets" means the Property, the Existing Lease and any Assumed Contracts and Leases.

"Qualified Bidder" has the meaning ascribed to that term in Section 5.2.

"Sale Motion" means the motion filed requesting entry of a Sale Order seeking, inter alia, authority for Seller to sell and assign, among other things, the Purchased Assets to Purchaser. The Sale Motion will also include the request for approval of the Procedures Order and the Claim Allowance Order.

"Sale Order" means an order entered by the Bankruptcy Court approved by both Parties (which approval shall not unreasonably be withheld) granting the Sale Motion approving this

Seller initials: 

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Agreement and all of the terms and conditions hereof, and approving, authorizing and directing Seller to enter into this Agreement and consummate the Transactions, including the sale and assignment of the Purchased Assets to Purchaser in accordance with the terms and conditions of this Agreement, and may include the Claim Allowance Order.

"Stalking Horse APA" has the meaning ascribed to such term in the Procedures Order.

"Stalking Horse Bidder" has the meaning ascribed to such term in the Procedures Order.

"Tax" or "Taxes" means any taxes, charges, duties, assessments, fees, levies, imposts, or similar governmental assessments, together with any interest, penalties, and additions to tax, imposed by any taxing authority, wherever located (i.e., whether federal, state, local, municipal, or foreign), including all net income, gross income, gross receipts, net receipts, sales, use, goods and services, transfer, franchise, privilege, profits, social security, disability, withholding, payroll, telecommunications, utility user, unemployment, employment, employer health, excise capital, capital gains, severance, property, windfall profits, value added, ad valorem, or occupation tax, or any other similar governmental charge or imposition, and any other taxes, customs duties, stamp duties, fees, assessments, or similar charges in the nature of a tax together with any interest, fines, and penalties imposed by any Governmental Authority, whether disputed or not.

"Tenant Estoppel" means a Tenant Estoppel signed and delivered by the tenant under the Existing Lease in a form approved pursuant to Section 5.10.


"Tenant Estoppel Confirmation" means a Tenant Estoppel Confirmation signed and delivered by the tenant under the Existing Lease in a form approved pursuant to Section 5.10.

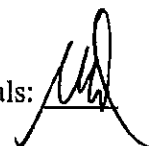
"Transaction Documents" means this Agreement, and all other agreements, documents and instruments executed in connection herewith or required to be executed or delivered by the Parties or any one or more of them in accordance with the provisions of this Agreement.

"Transactions" means the transactions contemplated by this Agreement.

Section 1.2. Other Defined Terms. For purposes of this Agreement and any schedules hereto or other Transaction Documents, other capitalized terms used in this Agreement have the meanings ascribed to them elsewhere in this Agreement.

Section 1.3. Other Meanings. Unless the context of this Agreement clearly requires otherwise, (a) "or" has the inclusive meaning frequently identified with the phrase "and/or," (b) "including" has the inclusive meaning frequently identified with the phrase "including, but not limited to," (c) references to "hereof," "hereunder" or "herein" or words of similar import relate to this Agreement and (d) any reference to the singular shall include the plural

Seller initials: 

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Section 1.4. Calculation of Time Periods. Calculations of periods of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement shall be made in a manner consistent with Fed. R. Bankr. Proc. 9006(a)(1).

ARTICLE 2 PURCHASE AND SALE

Section 2.1. Except as otherwise provided and on and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser agrees to purchase from Seller at the Closing (as defined in Article 8 hereof), all of Seller's respective right, title and interest in and to the Purchased Assets, free and clear of all Liens, claims and interests other than the Existing Lease and any Assumed Contracts and Assumed Liabilities set forth herein, in accordance with, and with all of the protections afforded by the B ptcy Code, including Sections 363 and 365 thereof.

ARTICLE 3 ASSUMPTION OF LIABILITIES

Section 3.1. Ass ed Liabilitie .

(a) At the Closing Purchaser shall assume and agree to perform and discharge, or take subject to, the following Liabilities of Seller to the extent not previously performed or discharged, and no others: (i) the Existing Lease and (ii) Liabilities under Assumed Contracts pursuant to Section 6.1.

(b) Pursuant to Section 5.10 the tenant under the Existing Lease shall have signed and delivered to Purchaser the Tenant Estoppel

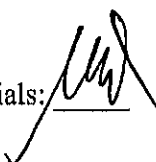
(c) Purchaser shall not assume or be bound by or be obligated or responsible for any of the Liabilities not assumed by Purchaser.

ARTICLE 4 PURCHASE PRICE

Section 4.1. Purchase Price. The purchase price for the Purchased Assets shall be an amount equal to \$13,500,000 in Good Funds (the "Purchase Price") paid to Seller at the Closing.

Section 4.2. Deposit. Prior to the execution of this Agreement, Purchaser has deposited into the Deposit Account, Good Funds in the amount of three (3%) of Purchase Price or \$405,000 (the "Deposit"), to be released by the Escrow Holder and delivered to either Purchaser or Seller, in accordance with the provisions of the Escrow Agreement. Pursuant to the Escrow Agreement, the Deposit (together with all accrued investment income thereon) shall be distributed as follows:

Seller initials: 

Purchaser initials: 

(a) If the Closing shall occur, at the Closing, the Deposit, together with all interest accrued thereon, shall be credited and applied toward payment of the Purchase Price, and the Escrow Holder shall deliver the Deposit to Seller.

(b) If this Agreement is terminated by Seller pursuant to Section 15.2(d)(i) the Deposit shall be delivered to Seller, and the Escrow Holder shall deliver the Deposit to Seller.

(c) If this Agreement is terminated for any reason other than by Seller pursuant to Section 15.2(d)(i), then, within five (5) business days following such termination, the Deposit, together with all accrued investment income thereon, will be promptly returned to Purchaser.

(d) If this Agreement is terminated by Purchaser pursuant to Section 15.2(e) then, within five (5) business days following such termination, the Deposit, together with all accrued investment income thereon, will be promptly returned to Purchaser.

Section 4.3. Payment of Purchase Price. The cash balance of the Purchase Price (above the Deposit and interest accrued thereon as applied pursuant to Section 4.2(a)) shall be payable at Closing by wire transfer of Good Funds to one or more bank accounts specified by Seller in wire transfer instructions to be delivered to Purchaser at least two (2) business days prior to the Closing Date.


Section 4.4. Allocation of Purchase Price. The Purchase Price shall be allocated between and among the Property, if at all, in a manner agreed to by Seller and Purchaser prior to the Closing.

ARTICLE 5 PROCEDURES AND APPROVALS

Section 5.1. Bankruptcy Court Proceedings.

(a) Seller shall file with the Bankruptcy Court the Procedures Motion which will request entry of the Procedures Order. Seller will use its reasonable best efforts to file the Procedures Motion as promptly as practicable and in any event within five (5) days of the date of this Agreement. Seller will also use its reasonable best efforts to cause the hearing on the Procedures Motion to be set within twenty-two (22) days of the filing of the Procedures Motion. Prior to their filing with the Bankruptcy Court, Seller will provide Purchaser with a reasonable opportunity to review and comment upon motions, applications, petitions, schedules and supporting papers prepared by Seller (including forms of order and notices to interested parties) that are reasonably related to approval by the Bankruptcy Court of the Transactions and this Agreement.

Seller initials: 

Purchaser initials: 

(b) Seller shall file with the Bankruptcy Court the Sale Motion which will request entry of the Sale Order and the Claim Allowance Order. Seller will use its reasonable best efforts to file the Sale Motion as promptly as practicable and in any event within five (5) days of the date of entry of the Procedures Order. Seller shall give prompt notice to Purchaser (other than with respect to a filing with the Bankruptcy Court) of (i) any written notice or other written communication from any Person, alleging that the consent of such Person which is or may be required in connection with the transactions contemplated hereby is not likely to be obtained prior to Closing, and (ii) any written objection or proceeding that challenges the Transactions or the entry of the Sale Order or the Claim Allowance Order. Seller will also use its reasonable best efforts to cause the hearing on the Sale Motion, to seek entry of the Sale Order and the Claim Allowance Order, to be set within forty (40) days of the filing of the Sale Motion. Prior to their filing with the Bankruptcy Court, Seller will provide Purchaser with a reasonable opportunity to review and comment upon motions, applications, petitions, schedules and supporting papers prepared by Seller (including forms of order and notices to interested parties) that are reasonably related to approval by the Bankruptcy Court of the Transactions and this Agreement.

(c) The Procedures Order shall be in the form approved by the Parties pursuant to Section 5.10 (with such changes thereto as agreed to by the Parties), and shall, among other matters:


(i) unless otherwise ordered by the Bankruptcy Court, schedule the auction of the Property for a date no later than forty-five (45) days after the Procedures Order is entered by the Bankruptcy Court (the "Auction");

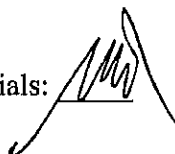
(ii) provide that the Auction will take place at the offices of Seller's counsel, Levene, Neale, Bender, Yoo & Brill L.L.P. ("LNBYB"), 10250 Constellation Boulevard, Suite 1700, Los Angeles, California 90067

(iii) establish notice and service requirements to creditors and parties in interest with respect thereto;

(iv) approve the Break-Up Fee and provide for a finding and determination that the claim of Purchaser in respect of the Break-Up Fee is and constitutes an allowed super-priority administrative expense claim against Seller under section 503 and 507(b) of the Bankruptcy Code in the Bankruptcy Case (other than claims of the post-petition lender arising under the approved debtor in possession financing facility or as provided for in any order approving the use by Seller of cash collateral);

(v) approve the Expense Reimbursement (subject to the determination that such Expense Reimbursement is for the actual and reasonable costs incurred by Purchaser in connection with the Transactions) and provide for a finding and determination that the claim of Purchaser in respect of the Expense

Seller initials: 

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Reimbursement is and constitutes an allowed super-priority administrative expense claim against Seller under section 503 and 507(b) of the Bankruptcy Code in the Bankruptcy Case (other than claims of the post-petition lender arising under the approved debtor in possession financing facility or as provided for in any order approving the use by Seller of cash collateral);

(vi) schedule a hearing to consider entry of the Sale Order no later than five (5) days after the Auction or such later date as agreed to by the Parties) and provide that notice of such hearing be given to all of Seller's creditors, interest holders of record, the IRS, all state/local Taxing authorities in jurisdictions where Seller has or may have any Tax Liability, all non-debtor parties to Executory Contracts to be assumed by Purchaser, all non-debtor parties to Permits held by Seller, potential other purchasers identified by Seller, and any other parties interest required to receive notice pursuant to Bankruptcy Rule 2002;

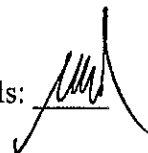
(vii) approve this Agreement as the Stalking Horse APA, Purchaser as the Stalking Horse Bidder, and the form of this Agreement; and

(viii) approve the Bidding Procedures, including: (a) the bid deadline for the submission of overbids will be set for the date that is seven (7) business days prior to the Auction; (b) any sale of the Purchased Assets must be on the same or better material terms and conditions than as set forth in this Agreement and the Transaction Documents (if any), or as the Bankruptcy Court may determine are in the best interests of creditors and Seller's bankruptcy estate; (c) only Qualified Bidders may tender an alternative bid ("Alternative Bid") (for purposes of this provision a Qualified Bidder shall be any party that, within seven (7) business days prior to the Auction delivers to LNBYB (I) a Good Funds deposit in an amount equal to Three Percent (3%) of the Alternative Bid; (II) written evidence from a third party reasonably satisfactory to Seller of its financial ability to perform the obligations under this Agreement before, on and after the Closing; (III) a form of a proposed purchase and sale agreement for the Alternative Bid, together with a redline reflecting changes from this Agreement; and (IV) a written statement signed by the Alternate Bidder agreeing that such Alternate Bidder, if successful at the hearing on the Sale Motion, shall be bound by the terms of this Agreement); (d) no Alternative Bids that are contingent as to due diligence or financing shall be considered; (e) in the event the party submitting an Alternate Bid is the successful bidder, at the hearing on the Sale Motion, Purchaser shall be entitled to receive (I) the Break-Up Fee", and (II) the Expense Reimbursement, paid directly to Purchaser at the Closing from the proceeds of the sale to the party submitting the successful Alternate Bid; (f) the second highest and best Alternative Bid, or any Alternative Bid that is designated by the Bankruptcy Court as a "backup" bid at the Auction, may, at the option of Seller, remain binding upon the offeror as an Alternative Bid, and in the event the successful bidder fails to close as required under this Agreement, such Alternative

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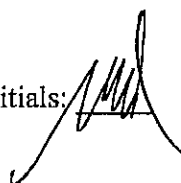
Bid shall be deemed accepted by Seller and approved by the Bankruptcy Court; (g) in the event Seller intends to proceed with a Closing with respect to any bid designated by the Bankruptcy Court as a "backup" bid at the hearing on the Sale Motion, Seller shall provide to the party whose bid was designated as a "backup" bid (the "Back-up Bidder") not less than three (3) calendar days' prior written notice of the date set for the Closing with respect to such "backup" bid; (h) Alternative Bids must be for an initial overbid over the Purchase Price of a minimum of Six Hundred Thousand Dollars (\$600,000.00); (i) subsequent overbids shall be in amounts not less than Fifty Thousand Dollars (\$50,000.00) increments; and (j) less an alternate date is agreed to by the Parties the Closing shall occur no later than October 31, 2016.

Section 5.2. Sale Order. The Sale Order shall be in the form approved by the Parties pursuant to Section 5.10 (with such changes thereto as the Parties shall approve, and which approval shall not be unreasonably withheld). Purchaser agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining the Sale Order, including furnishing affidavits, non-confidential financial information, or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code.

Section 5.3. Bankruptcy Code section 363(m) Finding. Notwithstanding anything to the contrary set forth herein, nothing herein shall negate or limit the requirement of a finding that Purchaser is entitled to protections under section 363(m) of the Bankruptcy Code.

Section 5.4. Assumed Contracts Procedures. Seller and Purchaser shall use commercially reasonable efforts to obtain an order of the Bankruptcy Court authorizing Seller to assume the Assumed Contracts and assign to Purchaser the Assumed Contracts. Purchaser shall be responsible for cure amounts with respect to the Assumed Contracts, in accordance with and to the extent provided in Section 5.5, Section 6.1 and the Sale Order. The Executory Contracts on Schedule 6.1(a), if any, shall be made available to Purchaser in hard copy or email. At any time and from time to time before the Closing, Purchaser may, by written notice to Seller, elect to exclude from the transactions contemplated hereby any one or more of the Executory Contracts (other than the Existing Lease) that would otherwise be an Assumed Contract, in which case it shall immediately and for all purposes herein be deemed an Excluded Contract. For any such Contract that is deemed an Excluded Contract as provided for above, Seller may, in its sole discretion, immediately reject such Excluded Contract in accordance with the Bankruptcy Code. There shall be no adjustment to the amount payable by Purchaser hereunder as a result of Purchaser's election to exclude any one or more of the Executory Contracts pursuant to this Section 5.4 (it being understood that Purchaser shall not be required to make any payments for cure amounts or any other amount for any Excluded Contract). Notwithstanding any provision in this Agreement to the contrary, Purchaser shall not be required to purchase, acquire or assume any Executory Contract or Permit (or any Liabilities thereunder) a true and complete copy of which has not been provided by Seller to Purchaser, and any such Executory Contract shall be an

Seller initials: 

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Excluded Contract. Notwithstanding any provision in this Agreement to the contrary, from and after the date hereof through the Closing Date, Seller will not reject or take any action (or fail to take any action that would result in rejection by operation of law) to reject, repudiate, terminate or disclaim any Assumed Contract without the prior written consent of Purchaser, such consent not to be unreasonably withheld.

Section 5.5. Cure Amounts, Payment and Adequate Assurance. Subject to the entry of the Sale Order, Purchaser shall, at or prior to the Closing and in accordance with the Sale Order and the terms of this Agreement (including Section 6.2), cure any and all defaults under the Assumed Contracts which defaults are required to be cured under the Bankruptcy Code so that such Assumed Contracts may be assumed by Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code. Purchaser shall be responsible for the cure amounts required herein to be paid in connection with the assignment to Purchaser of the Assumed Contracts and such cure payments shall not result in corresponding reductions in the amount payable by Purchaser hereunder. To the extent necessary to obtain authorization therefore or otherwise as required by the Bankruptcy Court, Purchaser shall promptly upon request provide evidence to the non-debtor party to the Assumed Contracts of Purchaser's financial condition in order to satisfy the requirement under section 365 of the Bankruptcy Code to provide adequate assurance of future performance of each of the Assumed Contracts. Seller, prior to the Closing, shall use commercially reasonable efforts, including the filing and prosecution of any and all appropriate proceedings in the Bankruptcy Court, to establish the amount of the cure amounts, if any, for each Assumed Contract. Notwithstanding anything to the contrary herein, in no event will Purchaser be responsible for any portion of the aggregate cure amounts in excess of \$50,000. In the event the cure amounts exceed \$50,000, Purchaser may elect not to assume certain contracts or leases such that its liability for cure amounts does not exceed \$50,000. Seller shall not be responsible for any cure amounts.

Section 5.6. Exclusivity and Competing Transactions.

(a) From the date hereof until the entry of the Procedures Order (the "Exclusivity Period"), Seller will neither negotiate nor accept any additional bids or offers regarding the purchase of the Purchased Assets. Notwithstanding any other provision in this Agreement, upon Seller filing of a motion seeking entry of the Sale Order, which may disclose the terms of this Agreement, Seller may provide access to any documents in connection with the Transactions to any Person who may be considering acquiring the Purchased Assets and Seller may answer questions from any such Person; provided, however, that until the Procedures Order has been entered, Seller, whether by itself or through any representatives or advisors, may not negotiate the acquisition of the Purchased Assets with any such Person, and Seller's management shall not have management meetings with any such Person. Each of Purchaser and Seller agree that (i) this Agreement is the Stalking Horse APA, and (ii) Purchaser is the Stalking Horse Bidder.

(b) This Agreement is subject to approval by the Bankruptcy Court and the consideration by Seller of higher or better qualified bids (each a "Qualified Bid") as submitted

Seller initials: 

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by Qualified Bidders. The parties agree that Seller shall be entitled to consider and enter into one or more Competing Transactions consistent with Seller's fiduciary obligations as a debtor in possession in the Bankruptcy Case. Seller and Purchaser acknowledge that this Agreement is the culmination of an extensive process undertaken by Seller to identify and negotiate a transaction with a bidder who was prepared to pay the highest or best purchase price for the assets of Seller while assuming or otherwise satisfying certain liabilities, among other material considerations, in order to maximize value and certainty for Seller's constituents. The overbid provisions and related bid protections approved in the Procedures Order are designed to facilitate a full and fair process designed to maximize the value of the Purchased Assets for the benefit of Seller's stakeholders.

Section 5.7. Purchaser as Back-up Bidder. Seller and Purchaser agree that, in the event that Purchaser is not the winning bidder at the Auction undertaken pursuant to the Procedures Order, if and only if Purchaser is the Back-up Bidder, and Seller does not close a transaction with the winning bidder at the Auction, Purchaser shall promptly consummate the Transactions upon the terms and conditions as set forth herein, including the Purchase Price as the same may be modified by Purchaser at the Auction.

Section 5.8. Break-Up Fee and Expense Reimbursement. The provisions in this Agreement as to the Break-Up Fee and the Expense Reimbursement were material inducements to Purchaser entering into this Agreement. Any payment of the Break-Up Fee or Expense Reimbursement to Purchaser will be made by Seller by wire transfer of Good Funds to an account designated in writing by Purchaser. Subject to Bankruptcy Court approval, if Seller consummates a Competing Transaction, then Seller shall pay Purchaser the Break-Up Fee and the Expense Reimbursement contemporaneously with the closing of such Competing Transaction (and from the proceeds of such Competing Transaction), subject to Seller's receipt of the supporting Documentation required by this Section 5.8. The Expense Reimbursement will be paid by Seller under this Section 5.8 within two (2) business days following receipt of Documentation supporting Purchaser's actual and reasonable out-of-pocket expenses incurred on or after July 15, 2016 in connection with the Transactions, provided that such payment shall not be required to be paid prior to the closing of such Competing Transaction.

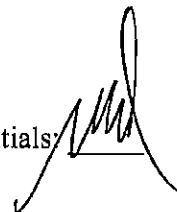
Section 5.9. Certain Bankruptcy Undertakings by Seller.

(a) Purchaser and Seller will use their commercially reasonable efforts to take all actions and do all things necessary or appropriate to comply with and satisfy the terms and conditions of this Agreement and consummate the transactions contemplated by this Agreement. With the cooperation of Seller, Purchaser will bear the burden of providing the evidence to establish that Purchaser is a good faith purchaser under Section 363(m) of the Bankruptcy Code and cooperate with Seller to comply with the terms and conditions of and consummate the transactions contemplated by this Agreement, and Purchaser will not interfere, directly or indirectly, with such efforts by Seller.

Seller initials:



Purchaser initials:



(b) From and after the date hereof, except as ordered by the Bankruptcy Court, the Parties agree to use their commercially reasonable efforts to neither take any action, nor fail to take any action, which action or failure to act would reasonably be expected to (i) prevent or impede the consummation of the transactions contemplated by this Agreement in accordance with the terms and conditions of this Agreement and the proposed Sale Order; or (ii) with respect to the Sale Procedures Order or the Sale Order, result in (A) the reversal, avoidance, revocation, vacating or modification (in any manner that would reasonably be expected to materially and adversely affect Purchaser's or Seller's rights hereunder), or (B) the entry of a stay pending appeal.

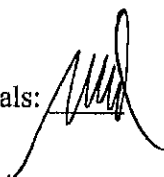
Section 5.10. Specific Deliveries and Actions. After execution of this Agreement, the Parties shall use best efforts to prepare and mutually approve the following documents: the Procedures Motion (to be drafted by Seller), Procedures Order (to be drafted by Seller), the Tenant Estoppel (to be drafted by Seller), the Tenant Estoppel Confirmation (to be drafted by Seller), Schedule 6.1(a) (to be drafted by Seller), the Grant Deed (to be drafted by Purchaser), the form of lease and/or contract assumption and assignment agreement consistent with the provisions of this Agreement (to be drafted by Purchaser), the document providing authority to communicate with Shanghai Commercial Bank (or its assignee) (to be drafted by Purchaser); and Schedule 13.8 (to be drafted by Purchaser). The Parties' approval of the Documents referenced in this section shall not be unreasonably withheld. Upon approval by the Parties, the foregoing documents shall be incorporated herein by this reference and become a part of this Agreement.

ARTICLE 6 ASSUMPTION OF CONTRACTS AND LEASES

Section 6.1. Assumed Contracts. Attached hereto as Schedule 6.1(a) is a list of Executory Contracts, including leases, prepared by Purchaser from the Documents delivered by Seller pursuant to Section 12.4 and as warranted in Section 9.9 and to which Seller represents that Seller is a party, and as to which Purchaser has advised Seller of Purchaser's desire for Seller to assume and assign such contracts to Purchaser at the Closing in accordance with Section 365 of the Bankruptcy Code, subject to the provisions of Section 6.2 (each an "Assumed Contract," and, collectively, the "Assumed Contracts"). All contracts which are not expressly identified by Purchaser as Assumed Contracts shall not be assumed by, nor shall they be the responsibility of, Purchaser. Schedule 6.1(a) may be modified by Purchaser at any time up to two (2) business days prior to the Closing.

Section 6.2. Requirements to Assume and Assign Assumed Contracts. To the extent Purchaser has identified an Executory Contract as an Assumed Contract under this Agreement and subject to the entry of the Sale Order, Purchaser shall, if required under applicable law be responsible, separate and apart from the payment of the Purchase Price, to (a) perform and discharge any and all Liabilities (including cure or other payments) which may be required pursuant to the Bankruptcy Code as a precondition to allow Seller to assume and assign such Assumed Contract to Purchaser in accordance with the terms of this Agreement; and (b) provide adequate assurance of future performance and otherwise satisfy the obligations under Section

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Purchaser initials: 

365(b)(1) of the Bankruptcy Code. Seller is required to obtain any necessary consents to assume and assign such specified Assumed Contracts to Purchaser pursuant to Section 365 of the Bankruptcy Code. In the event Seller is unable to obtain any such necessary consent, such Executory Contract shall not be assumed and assigned to Purchaser.

ARTICLE 7 CLOSING DELIVERIES

Section 7.1. Seller Deliveries. At the Closing (as defined in Section 8.1), Seller shall deliver, or cause to be delivered, to Purchaser:

(a) a duly signed and notarized Grant Deed relating to the Property in the form approved pursuant to Section 5.10;

(b) a duly executed assignment and assumption agreement in the form approved pursuant to Section 5.10 (providing for the assignment and assumption of the Assumed Contracts and the Assumed Liabilities);

(c) the Tenant Estoppel Confirmation in the form approved pursuant to Section 5.10, duly signed by the tenant under the Existing Lease;

(d) a receipt for payment of the Purchase Price;

(e) a certification pursuant to Treasury Regulations Section 1.1445-2(b)(2)(iv)(B) that Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate or disregarded entity;


(f) such other documents and instruments of sale, transfer and conveyance consistent with the terms and provisions of this Agreement, including a duly executed assignment and assumption agreement in the form approved pursuant to Section 5.10 (providing for the assignment and assumption of the Assumed Contracts and the Assumed Liabilities), as shall be reasonably necessary to consummate the Transactions and vest in Purchaser, all of Seller's right and title to, and interest in, the applicable Purchased Assets; and

(g) a certified copy of the Sale Order, as entered by the Bankruptcy Court.

Section 7.2. Purchaser Deliveries. At the Closing (as defined in Section 8.1), Purchaser shall deliver, or cause to be delivered, to Seller:

(a) the Purchase Price (less the Deposit and all accrued interest income thereon), in immediately available funds, as set forth in Section 4.3; and

(b) a duly executed assignment and assumption agreement in the form approved pursuant to Section 5.10 (providing for the assignment and assumption of the Assumed Contracts and the Assumed Liabilities).

Seller initials: 

Purchaser initials: 

ARTICLE 8 CLOSING


Section 8.1. Closing Date. Subject to the satisfaction of the conditions set forth in Articles 13 and 14 (or the waiver thereof by the Party entitled to waive that condition) and the respective deliveries of the Parties as provided in Article 7, the closing of the purchase and sale of the Purchased Assets provided for in Article 2 and the assumption of the Assumed Liabilities provided for in Article 3 (the "Closing") shall take place at the offices of LNBYB, 10250 Constellation Boulevard, Suite 1700, Los Angeles, California 90067 (or at such other place as Seller and Purchaser may designate in writing) at 10:00 a.m. (Pacific Time) on the date (the "Closing Date") which is the later of: (i) the first (1st) business day following the date on which all conditions to Closing set forth in Articles 13 and 14 hereof have been satisfied or waived (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or (ii) the second (2nd) business day after expiration of the 14-day appeal period following entry of the Sale Order unless another time or date, or both, are agreed to in writing by Seller and Purchaser. Unless otherwise agreed by Seller and Purchaser in writing, the Closing shall be deemed effective and all right, title and interest of Seller to be acquired by Purchaser hereunder, including the Assumed Liabilities, shall be considered to have passed to Purchaser as of 12:00 a.m. (Pacific Time) on the Closing Date (the "Closing Date Effective Time").

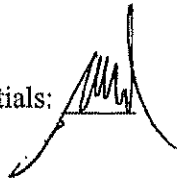
ARTICLE 9 SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants (and, as necessary, acknowledges) to Purchaser that the statements contained in this Article 9 are true, correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement in this Section). Any and all representations and warranties made by Seller herein, or otherwise in connection with the transactions contemplated herein, will lapse and terminate and be of no further force or effect as of the Closing.

Section 9.1. Organization, Qualification and Corporate Power. Seller is duly organized and validly existing under the Laws of the State of California, and Seller has all necessary power and authority to own and operate its properties and to carry on its business as it is now being conducted, and, subject to obtaining Bankruptcy Court approval as contemplated herein, to carry out the transactions contemplated by this Agreement. Seller has the power and authority to execute and deliver and, subject to entry of the Sale Order, perform its obligations under this Agreement, and to undertake the transactions contemplated hereby.

Section 9.2. Authorization, Execution and Delivery of Agreement and Transaction Documents. Subject to obtaining the Sale Order, the Procedures Order and the Claim Allowance Order and pursuant thereto, Seller will have all requisite power, authority and legal capacity to execute and deliver this Agreement and the other Transaction Documents, to perform its


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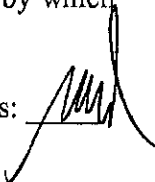
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obligations hereunder and thereunder and to consummate the transaction contemplated hereby and thereby. Subject to obtaining the Sale Order and pursuant thereto, the execution, delivery and performance of this Agreement and the other Transaction Documents by Seller in accordance with their terms, and the sale or assignment of the Purchased Assets to Purchaser in accordance therewith, have been duly and validly authorized and approved by all necessary corporate action of on the part of Seller. Subject to obtaining the Sale Order and pursuant thereto, Seller will have full power, right and authority to sell and convey to Purchaser the Purchased Assets. This Agreement has been, and each of the other Transaction Documents will be at or prior to Closing, duly and validly executed and delivered by Seller and (assuming the due authorization, execution and delivery by the other parties hereto and thereto, the entry of the Sale Order, the entry of the Claim Allowance Order and the entry of the Procedures Order) this Agreement constitutes, and the Transaction Documents when so executed and delivered will constitute, legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms; subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity). The representatives of Seller that execute this Agreement on its behalf are duly authorized and empowered (subject to entry of the Sale Order, the Claim Allowance Order and the Procedures Order) to bind Seller to the terms and conditions of this Agreement.

Section 9.3. Title to and Condition of Assets. To the Knowledge of Seller, the Property and Seller's interest in the Existing Lease and any Assumed Contracts constitute property of Seller's bankruptcy estate as provided in Section 541 of the Bankruptcy Code, Seller is in lawful possession of and has a good and valid title in and to the Property, and, subject to the entry of the Sale Order, Seller has the valid and enforceable right to transfer, sell and assign to Purchaser the Purchased Assets, free and clear of all Liens, claims and interest except for the Liens and Assumed Liabilities, including the Existing Lease, set forth herein. Other than the Existing Lease to which the Property is subject, Seller owns the Purchased Assets, and upon entry of the Sale Order and the occurrence of the Closing, Purchaser will be vested with good title to such Purchased Assets, free and clear of all Liens, other than Permitted Exceptions, to the fullest extent permissible under Section 363(f) of the Bankruptcy Code.

Section 9.4. No Violation of Laws or Agreements. Assuming that the Bankruptcy Court enters the Sale Order, the execution and delivery by Seller of this Agreement and other documents contemplated hereby to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated herein will not (i) conflict with, or result in any violation of the organizational documents of Seller, (ii) violate any statute or Law or any judgment, decree, order, regulation or rule of any court or Governmental Authority to which Seller or any Purchased Asset is subject and (iii) will not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of any contract, instrument or other agreement to which Seller is a party or by which

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Seller or any of the Purchased Assets is bound, other than, in the case of clauses (ii) (iii), such conflicts, violations, defaults, terminations or cancellations that would not be reasonably likely to be adverse in any material respect.

Section 9.5. Brokers. Seller has engaged, and the Bankruptcy Court has approved the employment of, Keller Williams as real estate broker for Seller's bankruptcy estate.

Section 9.6. Governmental Approvals. Other than entry of the Sale Order, the entry of the Procedures Order and the entry of the Claim Allowance Order, no consent, waiver, approval, order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Authority is required on the part of Seller in connection with the execution and delivery of this Agreement or the Transaction Documents, the compliance by Seller with any of the provisions hereof or thereof, the consummation of the Transactions contemplated hereby or thereby or the taking by Seller or of any other action contemplated hereby or thereby.


Section 9.7. Taxes.

(a) Subject to any obligations listed on Schedule 9.7 hereto, to the Knowledge of Seller, all Taxes, assessments, fees and other governmental charges upon the Purchased Assets which are owed by Seller (whether or not paid by the tenant under the Existing Lease) with respect to any period (or portion thereof) ending on or before the Closing Date have been paid other than those currently payable without penalty or interest. To the Knowledge of Seller, no federal Tax return of Seller is currently under audit by the IRS, and no other Tax return of Seller is currently under audit by any other taxing authority. To the Knowledge of Seller, neither the IRS nor any other Taxing authority is now asserting or threatening to assert against Seller any deficiency or claim for additional Taxes or interest thereon or penalties in connection therewith or any adjustment that would have an adverse effect on Seller or the Purchased Assets. Subject to any obligations listed on Schedule 9.7 hereto, there are no Liens for any Tax on the Purchased Assets, except for Taxes not yet due and payable.

(b) Seller is not a foreign person as defined in Treasury Regulation section 1.1445-2(b)(2)(i) and will not be subject to withholding under Section 1445 of the Code and the Treasury Regulations promulgated thereunder with respect to the sale of the Purchased Assets.

Section 9.8. Insurance. Pursuant to the Existing Lease, tenant under the Existing Lease is responsible for insurance coverage with respect to the Property. To the Knowledge of Seller, Seller is listed as an "additional insured" party under such insurance policies.

Section 9.9. Disclosures. Seller has made available to seller to Purchaser all information relating to the Property in the Possession or under the control of Seller. No representation or warranty made by Seller in this Agreement or in any Transaction Document contains any untrue statement of material fact or omits or omits to state a material fact necessary to make the statements contained therein not misleading.

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ARTICLE 10
PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants (and, as necessary, acknowledges) to Seller that the statements contained in this Article 10 are true, correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 10).

Section 10.1. Organization; Qualification and Corporate Power. Purchaser is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of California. Purchaser has all necessary power and authority to (a) own and operate its properties, (b) carry on its business as it is now being conducted, (c) undertake and carry out the transactions contemplated by this Agreement; (d) perform its obligations under this Agreement, the other Transaction Documents, the Sale Order, the Procedures Order and the Claim Allowance Order (and any other Final Order of the Bankruptcy Court relating to the Transactions), and (e) own and operate the Purchased Assets.

Section 10.2. Governmental Approvals. Other than entry of the Sale Order, the entry of the Procedures Order and the entry of the Claim Allowance Order, no consent, waiver, approval, order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Authority is required on the part of Purchaser in connection with the execution and delivery of this Agreement or the Transaction Documents, the compliance by Purchaser with any of the provisions hereof or thereof, the consummation of the Transactions contemplated hereby or thereby or the taking by Purchaser or of any other action contemplated hereby or thereby.

Section 10.1. Authorization, Execution and Delivery of Agreement and Transaction Documents. Purchaser has all requisite power, authority and legal capacity to execute and deliver this Agreement and the other Transaction Documents, to perform its obligations hereunder and thereunder and to consummate the transaction contemplated hereby and thereby. The execution, delivery and performance of this Agreement and the other Transaction Documents by Purchaser in accordance with their terms, and the purchase of the Purchased Assets from Seller in accordance therewith, have been duly and validly authorized and approved by all necessary corporate action of on the part of Purchaser. This Agreement has been, and each of the other Transaction Documents will be at or prior to Closing, duly and validly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto and thereto, the entry of the Sale Order, the entry of the Claim Allowance Order and the entry of the Procedures Order) this Agreement constitutes, and the Transaction Documents when so executed and delivered will constitute, legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing

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(regardless of whether enforcement is sought in a proceeding at law or in equity). The representatives of Purchaser that execute this Agreement on its behalf are duly authorized and empowered to bind Purchaser to the terms and conditions of this Agreement.

Section 10.2. No Violation of Laws or Agreements. The execution and delivery by Purchaser of this Agreement and other documents contemplated hereby to which Purchaser is a party, the performance by Purchaser of its obligations hereunder and thereunder and the consummation by Purchaser of the transactions contemplated herein will not (i) conflict with or result in any violation of the organizational documents of Purchaser, (ii) violate any statute or Law or any judgment, decree, order, regulation or rule of any court or Governmental Authority to which Purchaser or its properties is subject and (iii) will not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of any contract, instrument or other agreement to which Purchaser is a party or by which Purchaser or any of its properties or assets is bound.


Section 10.3. Brokers. Purchaser has not engaged any agent, broker or other Person acting pursuant to the express or implied authority of Purchaser which is or may be entitled to a commission or broker or finder's fee in connection with the transactions contemplated by this Agreement or otherwise with respect to the sale of the Purchased Assets.

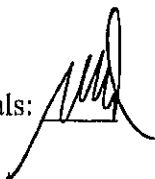
Section 10.4. Funding. At Closing, Purchaser shall have available to it all of the required cash or financing to pay the Purchase Price and to perform all of its obligations required to be performed by it at the Closing pursuant to this Agreement, the other Transaction Documents, or applicable orders of the Bankruptcy Court. Purchaser's ability to consummate the transactions contemplated by this Agreement is not subject to any financing contingency.

Section 10.5. No Insider Connection. Neither Lucy Gao nor Benjamin Kirk, nor any of their related businesses or entities are partners, investors, or beneficiaries of Purchaser or the transaction contemplated by this Agreement.

ARTICLE 11 DISCLAIMER OF WARRANTIES

Section 11.1. Disclaimer of Warranties. Purchaser hereby acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in Article 9 of this Agreement, Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets (if any) (including income to be derived or expenses to be incurred in connection with the Purchased Assets, the physical condition of the Purchased Assets and any related personal property, the value of the Purchased Assets (or any portion thereof) the transferability of the Purchased Assets, the terms, amount, validity, collectability or enforceability of any accounts receivable or any Assumed Liabilities or Assumed Contracts the title of the Purchased Assets (or any portion thereof), the merchantability or fitness of the personal property comprising a portion of the Purchased Assets

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or any other portion of the Purchased Assets for any particular purpose, or any other matter or thing relating to the Purchased Assets (or any portion thereof). Without in any way limiting the foregoing, except as otherwise expressly set forth in Article 9 above, Seller hereby disclaims any warranty (express or implied) of merchantability or fitness for any particular purpose of the Purchased Assets or any portion of the Purchased Assets. Purchaser further acknowledges that (a) Purchaser has conducted such independent inspections and investigations as Purchaser deemed necessary or appropriate of the physical condition of all of the Purchased Assets and any and all other matters relating to or affecting the Purchased Assets or the Assumed Liabilities, and that (b) in proceeding with the consummation of the transactions contemplated by this Agreement, including its acquisition of the Purchased Assets and assumption of the Assumed Liabilities and any and all other obligations contemplated hereby, Purchaser is doing so based solely upon such independent inspections and investigations (except for the representations and warranties expressly set forth in Article 9, above). Accordingly, and in light of the fact that any and all representations and warranties made by Seller will lapse and terminate and be of no further force or effect following the Closing, Purchaser accepts the Purchased Assets at the Closing "AS IS," "WHERE IS," and "WITH ALL FAULTS."


ARTICLE 12

SELLER'S AND PURCHASER'S COVENANTS

Section 12.1. Conduct of Business. Unless otherwise ordered by the Bankruptcy Court, Seller will, without the express written consent of Purchaser, refrain from doing or failing to do anything that would: (i) dispose of, or transfer, any Purchased Asset, (ii) transfer any tangible Purchased Asset to any location other than its location as of the date of this Agreement, (iii) terminate, amend or modify the terms of the Existing Lease or any other Assumed Contract, or (iv) grant any interest (whether ownership, security, participation or otherwise) in or to any of the Purchased Assets or permit or authorize any third party to grant any interest (whether ownership, security, participation or otherwise) in or to any of the Purchased Assets; provided, however, that nothing herein shall prevent or otherwise limit Seller from continuing to operate in the Ordinary Course of Business.

Section 12.2. Mutual Covenants. The Parties hereto mutually covenant (and subject to the other terms of this Agreement):

(a) after the Closing Date, each of the Parties hereto will give, or cause to be given, to the other and/or the other's representatives, during normal business hours: (i) reasonable access, to the extent permitted by applicable law, to its personnel, properties, titles contracts, books, records, files, electronic files, and documents associated with the Purchased Assets (collectively, the "Documentation"); provided, however, that Seller shall only be entitled to such reasonable access from Purchaser as is otherwise necessary or appropriate in connection with Seller's ongoing administration pertaining to any litigation involving Seller, the preparation of any Tax Return or any other document relating to Taxes applicable to Seller, and/or closing of its Bankruptcy Case; and (ii) at the requesting Party's expense, copies of such Documentation, as necessary to allow the requesting party to obtain information in connection with any claims

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demands, other audits, suits, actions or proceedings by or against such requesting party as the owner and operator of the Purchased Assets or otherwise in furtherance of the purposes described in clause (i) above, including, without limitation, in connection with Seller's bankruptcy proceedings. In connection with access to the records of a Party's accountants, the requesting Party shall execute and deliver such "hold harmless" agreements as the other Party's accountants may reasonably request; and

(c) from the date of this Agreement to the Closing Date, the Parties shall cooperate with each other in determining whether filings are required to be made or consents required to be obtained in any jurisdiction in connection with the consummation of the transactions contemplated by this Agreement and in making or causing to be made any such filings promptly and in seeking to obtain timely any such consents (each Party shall furnish to the other and to the other's counsel all such information as may be reasonably required in order to effectuate the foregoing action), which consents shall not, in any event, include any consent the need for which is obviated by the Sale Order or otherwise by the provisions of the Bankruptcy Code; and

(d) from the date of this Agreement to the Closing Date, to advise the other Party promptly if such Party determines that any condition precedent to its obligations hereunder will not be satisfied in a timely manner.

Section 12.3. Filings and Authorizations. The Parties hereto shall, as promptly as practicable, cause to be made all such filings and submissions as may be required to consummate the terms of this Agreement. Seller and Purchaser shall keep each other apprised of the status of any communications with, and inquiries or requests for additional information from, any Governmental Authority, and shall comply promptly with any such inquiry or request. Seller shall not make any filings or submissions without the prior approval of Purchaser, which approval shall not be unreasonably withheld.

Section 12.4. Access and Information. Upon execution of this Agreement and through the Closing Date, Seller will give, or cause to be given, to Purchaser or its representatives designated in writing: (i) reasonable access, to the extent permitted by applicable law, during normal business hours to their personnel, properties, titles, contracts, books, records files and documents that pertain to the Purchased Assets; (ii) at the requesting Party's expense, copies of such Documentation as necessary to allow such Party to obtain information in connection with any claims, demands, audits, suits, actions or proceedings by or against such requesting Party as the owner and operator of the Purchased Assets or otherwise in furtherance of the purposes described in clause (i) above; and (iii) any and all such information as such Party reasonably may request pertaining to the Purchased Assets, as promptly as practicable. In connection with access to the records of Seller's accountants, such Party shall execute and deliver such "hold harmless" agreements as Seller's accountants may reasonably request.

Section 12.5. Public Announcement. Subject to the provisions of the Bankruptcy Code and Seller's right to make such filings and disclosures as it in good faith deems necessary

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or appropriate in connection with the Bankruptcy Case, no Party hereto, nor their respective affiliates, agents and representatives, shall make or issue, or cause to be made or issued, any public announcement or written statement concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other Party hereto (which will not be unreasonably withheld or delayed), unless counsel to such Party advises that such announcement or statement is required by law (in which case the Parties hereto shall make reasonable efforts to consult with each other prior to such required announcement). The restrictions imposed hereunder shall not apply to communications between Purchaser and Seller. Notwithstanding anything herein to the contrary, following the filing of the Sale Motion, Purchaser may, but is not obligated to, make a public announcement of its intent to proceed under this Agreement.


Section 12.6. Taxes.

(a) Except for the Liabilities under Assumed Contracts, Seller shall be responsible for all Taxes in connection with, relating to or arising out of the ownership of the Purchased Assets, or the Assumed Liabilities attributable to taxable periods, or portions thereof ending on or before the Closing, which Taxes shall be a Non-Assumed Liability, subject to Seller's right to seek reimbursement or recoupment of such obligations from the tenant under the Existing Lease pursuant to the Existing Lease, if appropriate. Purchaser shall be responsible for all Taxes that are Liabilities under its respective Assumed Contracts, and all applicable Taxes in connection with, relating to or arising out of the Purchased Assets, in each case attributable to taxable periods, or portions thereof, from and after the Closing. All state and local sales and use Taxes, to the extent attributable to periods prior to the Closing, shall be paid or otherwise discharged by Seller.

(c) All transfer and documentary Taxes and recording fees and Taxes applicable to the transactions contemplated hereby (collectively, the "Transfer Taxes") shall be borne and paid by Purchaser.

(d) Seller and Purchaser shall (i) provide the other with such assistance as may reasonably be requested by either of them in connection with the preparation of any return report, information return or other document (including any related or supporting information) ("Tax Return"), any audit or other examination by any taxing authority or any judicial or administrative proceeding with respect to Taxes, (ii) retain for a period of not less than seven (7) years, and provide the other with, any records or other information which may be relevant to such return, audit, examination or proceeding, limited solely to prior years' Tax Returns and any workpapers related thereto, and (iii) provide the other with any final determination of any such audit or examination proceeding or determination that affects any amount required to be shown on any Tax Return of the other for any period (which shall be maintained confidentially).

Section 12.7. Consents. Each Party hereto will use its good faith efforts and will cooperate with the other party hereto to obtain all consents required from third Persons, whose consent or approval is required pursuant to any Assumed Contract, or otherwise, in order to

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consummate the transaction contemplated hereby; provided, however, that Seller shall not be required to obtain any consent the need for which is obviated by the entry of the Sale Order or otherwise by any provision of the Bankruptcy Code.

Section 12.8. Good Faith Efforts. Without limiting the specific obligations of any Party hereto under any covenant or agreement hereunder, each Party hereto shall use its good faith efforts to take all action and do all things necessary to consummate the transactions contemplated in this Agreement.

Section 12.9. Further Assurances. From time to time after the Closing and without further consideration, Purchaser or Seller, at the request of the other, will execute and deliver such other instruments of conveyance and transfer or other instruments or documents, and take or arrange for such other actions, as may reasonably be required to effect any of the transactions contemplated by this Agreement, or to provide y Party hereto with the benefits intended to be conferred and conveyed by this Agreement. Notwithstanding anything to the contrary in this Section 12.9 or any other provision of this Agreement, neither Purchaser nor Seller shall be required to execute any document or take any action that would (i) materially increase the Liability or obligation of the Party of whom such document or action is requested beyond that such Party would have pursuant to the other provisions of this Agreement, (ii) require or cause the Party of whom such action or document is requested to initiate, join in or otherwise become a Party to any litigation, action or other proceeding, or (iii) cause such Party to incur any material cost or expense that is not already imposed upon it by another provision of this Agreement.

Section 12.10. No Survival of Re resentations and Warranties. None of the representations and warranties contained in this Agreement or made in any other documents or instruments delivered pursuant to this Agreement shall survive the Closing hereunder.


Section 12.11. Non-Assi ment b Seller. Seller may not assign any of its rights under this Agreement prior to the Closing without the prior written consent of Purchaser, which may be withheld in its sole discretion.

ARTICLE 13

CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE

The obligations of Purchaser under this Agreement with respect to the purchase and sale of the Purchased Assets shall be subject to the fulfillment on or prior to the Closing of the conditions of Sections 13.1 through 13.10, any of which may be waived in writing by Purchaser. Seller shall use its best efforts to satisfy these conditions so that the Closing can occur on (i) the first (1st) business day following the date on which all conditions to Closing set forth in Article 13 and 14 hereof have been satisfied or waived, or (ii) the second (2nd) business day after expiration of the 14 day appeal period following en of the Sale Order.

Section 13.1. Accuracy of Representations and Warranties; Performance of this Agreement. Each of the representations and warranties made by Seller shall be true and correct

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in all material respects on and as of the date hereof and at and as of the Closing Date (unless such representation or warranty is given as of a particular date in which case such representation or warranty will be considered only as of such particular date). Seller shall have complied with and performed in all material respects all of the agreements and covenants required by this Agreement, each other Transaction Document, the Procedures Order, the Claim Allowance Order or the Sale Order (or any other Final Order of the Bankruptcy Court relating to the Transactions) to be performed or complied with by it prior to the Closing and shall be able to perform in all material respects all of the agreements and covenants required by this Agreement, each other Transaction Document, the Procedures Order, the Claim Allowance Order or the Sale Order (or any other Final Order of the Bankruptcy Court relating to the transactions contemplated by this Agreement) to be performed or complied with at Closing.

Section 13.2. Bankruptcy Matters. The Bankruptcy Court shall have entered the Sale Order and the Claim Allowance Order (which may be a part of the Sale Order rather than a separate Order) in form and substance reasonably acceptable to Purchaser, and such order(s) shall be Final Order(s). In particular, the Sale Order must provide that the Purchased Assets are being sold free and clear of any Liens, claims and interests, except as otherwise agreed herein for the Existing Lease and Permitted Exceptions.

Section 13.3. Consents. Purchaser shall have received duly authorized, executed and delivered consents to the transactions contemplated hereby and waivers of rights to terminate or modify any material rights or obligations of Seller from any Person from whom such consent or waiver is required under or in connection with any Assumed Contracts or instruments who, as a result of the transactions contemplated hereby, would have such rights to terminate or modify such Assumed Contracts or instruments, either by the terms thereof or as a matter of law; provided that, the consents required under this Section 13.3 shall not, in any event, include any consent the need for which is obviated by the Sale Order or otherwise by the provisions of the Bankruptcy Code.

Section 13.4. No Material Adverse Change or Destruction of Proceeds. Between the date hereof and the Closing and except as otherwise provided in this Agreement, (i) there shall have been no material adverse change with respect to the Purchased Assets which would affect the Purchased Assets following the Closing, or which would otherwise continue to impact following the Closing, the benefits and obligations of the transaction with respect to Purchaser contemplated under this Agreement, and (ii) there shall have been no adverse federal, state or local legislative change, or injunction affecting in any material respect any of the Purchased Assets, which would affect the Purchased Assets following the Closing, or which would otherwise impact, following the Closing, the benefits and obligations of the transaction with respect to Purchaser contemplated under this Agreement.

Section 13.5. Insurance Related Matters. Purchaser's obligations under this Agreement shall not be conditioned upon, or subject to, the existence of insurance coverage with respect to claims which may be asserted against or with respect to the Purchased Assets at or after the Closing.

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Section 13.6. Good Faith Purchaser. Purchaser shall have been found by the Bankruptcy Court at the hearing on the Sale Motion to be a good faith purchaser entitled to the protections of Section 363(m) of the Bankruptcy Code.

Section 13.7. Delivery of Transaction Documents. Seller shall have delivered to Purchaser all of the Transaction Documents (other than this Agreement) which shall have been fully and duly executed by Seller to the extent required.

Section 13.8. Claim Allowance Order. The Claim Allowance Order shall provide that Purchaser has an allowed secured claim in respect of the Buyer Debt in the amount of \$964,117.45 as of July 31, 2016, with the daily or *per diem* accrual as set forth in Schedule 13.8 (referred to herein as the "Allowed Claim") pursuant to sections 502 and 506 of the Bankruptcy Code with the Allowed Claim's priority dating to the recording of the original Deed of Trust on or about February 11, 2014. Notwithstanding the amount of the Allowed Claim, Purchaser will agree conditionally to accept, in full and final satisfaction of the Allowed Claim, a reduced amount of \$900,000 (referred to herein as the "Adjusted Claim Amount"). The condition to Purchaser's acceptance of the amount of Adjusted Claim Amount in full and final satisfaction of the Allowed Claim shall be that the Property is sold to Purchaser or a competing bidder pursuant to the Auction on or before October 31, 2016. Purchaser shall not be permitted to credit bid the Allowed Claim for the Purchase Price under Bankruptcy Code section 363(k) or otherwise. The lien securing the Allowed Claim will attach to the proceeds of the sale received by Seller. If the condition set forth above in this Section 13.8 is not satisfied, the Allowed Claim will be in amount and continue to incur interest as provided in Schedule 13.8.

Section 13.9. Conditions Precedent to Obligations of Purchaser and Seller. The respective obligations of Purchaser (and Seller) to consummate the Transactions are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser and Seller in whole or in part to the extent permitted by applicable Law):

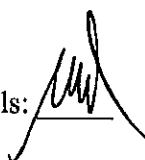
(a) there shall not be in effect any Order by a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Transactions;

(b) the Bankruptcy Court shall have entered the Procedures Order;

(c) the Bankruptcy Court shall have entered the Sale Order on or before five (5) business days after the conclusion of the hearing on the Sale Motion and any stay period applicable to the Sale Order shall have expired or shall have been waived by the Bankruptcy Court; and

(d) the Bankruptcy Case shall not have been dismissed or converted to a proceeding under chapter 7 of the Bankruptcy Code and no trustee or examiner shall have been appointed;

Seller initials: 

Purchaser initials: 

(e) the Bankruptcy Court shall have authorized the assumption and assignment of the Assumed Contracts;

(f) the Closing shall have occurred as provided in Article 8, above no later than October 31, 2016, unless an alternate date is agreed to by the Parties; and

(g) the Sale Order shall have become a Final Order and the cure amounts in respect of Assumed Contracts shall have been finally fixed

Section 13.10. Special Deliveries and Actions. The deliveries and actions set forth in Section 5.10 shall have been approved by Purchaser, which approval shall not be unreasonably withheld. Notwithstanding anything in this Agreement to the contrary, Purchaser's approval of all such deliveries and action shall have occurred prior to Closing.


ARTICLE 14


CONDITIONS PRECEDENT TO SELLER' OBLIGATION TO CLOSE

The obligations of Seller under this Agreement with respect to the purchase and sale of the Purchased Assets shall be subject to the fulfillment on or prior to the Closing of each of the following conditions, any of which may be waived in writing by Seller. Purchaser shall use its best efforts to satisfy these conditions so that the Closing can occur on (i) the first (1st) business day following the date on which all conditions to Closing set forth in Articles 13 and 14 hereof have been satisfied or waived, or (ii) the second (2nd) business day after expiration of the 14-day appeal period following entry of the Sale Order.

Section 14.1. Accuracy of Representations and Warranties; Performance of this Agreement. Each of the representations and warranties made by Purchaser shall be true and correct in all material respects on and as of the date hereof and at and as of the Closing Date (unless such representation or warranty is given as of a particular date in which case such representation or warranty will be considered only as of such particular date). Purchaser shall have complied with and performed in all material respects all of the agreements and covenants required by this Agreement, each other Transaction Document, the Procedures Order, the Claim Allowance Order or the Sale Order (or any other Final Order of the Bankruptcy Court with respect to the transactions contemplated by this Agreement) to be performed or complied with by them prior to the Closing, and shall be able to perform in all material respects all of the agreements and covenants required by this Agreement, each other Transaction Document, the Procedures Order, the Claims Allowance Order or the Sale Order (or any other Final Order of the Bankruptcy Court with respect to the transactions contemplated by this Agreement) to be performed or complied with at Closing.

Section 14.2. Authorizing Resolutions. Purchaser shall have delivered to Seller copies of the authorizing resolutions of its board of directors or managing member(s), as applicable, authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and all instruments and documents to be delivered in connection

Seller initials: 

Purchaser initials: 

herewith and the transactions contemplated hereby or thereby, duly certified by an authorized signatory of Purchaser.

Section 14.3. Satisfaction of All Cure Payments. With respect to all Assumed Contracts to be assumed and assigned to Purchaser in accordance with the terms of this Agreement, Purchaser shall have performed and discharged any and all of its applicable Liabilities (including cure or other payments) and satisfied all other requirements imposed by the provisions of Section 365 of the Bankruptcy Code to allow Seller to assume and assign such Assumed Contracts, if such Contracts are assumable and assignable under applicable Law, to Purchaser at the Closing.

Section 14.4. Delivery of Transaction Documents and Payments. Purchaser shall have prepared and delivered to Seller all of the Transaction Documents (other than this Agreement), which shall have been fully and duly executed by Purchaser to the extent required, as well as payments representing the balance of the consideration under this Agreement.

Section 14.5. Conditions Precedent to Obligations of Purchaser and Seller. The respective obligations of Seller (and Purchaser) to consummate the Transactions are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser and Seller in whole or in part to the extent permitted by applicable Law):

(c) there shall not be in effect any Order by a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Transactions;

(d) the Bankruptcy Court shall have entered the Procedures Order;


(e) the Bankruptcy Court shall have entered the Sale Order on or before five (5) business days after the conclusion of the hearing on the Sale Motion and any stay period applicable to the Sale Order shall have expired or shall have been waived by the Bankruptcy Court; and

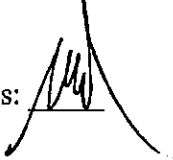
(f) the Bankruptcy Case shall not have been dismissed or converted to a proceeding under chapter 7 of the Bankruptcy Code and no trustee or examiner shall have been appointed;

(g) the Bankruptcy Court shall have authorized the assumption and assignment of the Assumed Contracts;

(h) the Closing shall have occurred as provided in Article 8, above no later than October 31, 2016, unless an alternate date is agreed to by the Parties; and

(i) the Sale Order shall have become a Final Order and the cure amounts in respect of Assumed Contracts shall have been finally fixed.

Seller initials: 

Purchaser initials: 

Section 14.6. Special Deliveries and Actions. The deliveries and actions set forth in Section 5.10 shall have been approved by Seller. Notwithstanding anything in this Agreement to the contrary, Seller's approval of all such deliveries and action shall have occurred prior to Closing.

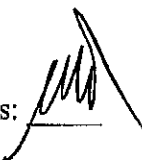
ARTICLE 15 TERMINATION

Section 15.1. Breaches and Defaults; Opportunity to Cure. Prior to the exercise by a Party of any termination rights afforded under Section 15.2 of this Agreement, if Seller or Purchaser (the "Non-Breaching Party") believes that either Seller or Purchaser, as applicable (the "Breaching Party") is in breach hereunder, the Non-Breaching Party shall provide the Breaching Party with written notice (a "Default Notice") specifying in reasonable detail the nature of such breach, whereupon if such breach is curable the Breaching Party shall have ten (10) calendar days from the receipt of such Default Notice to cure such breach to the reasonable satisfaction of the Non-Breaching Party; provided, however, that the cure period for a breach shall in no event extend, or cause the Closing Date to extend, beyond October 31, 2016 unless an alternate date is agreed to by the Parties). The Parties hereby agree that disputes concerning the validity or adequacy of any Default Notice shall be resolved by the Bankruptcy Court, and each Party specifically consents to the jurisdiction of the Bankruptcy Court to resolve any such disputes. If the breach is not cured within the cure period described above and if there has been no challenge to the sufficiency of any Default Notice, or, to the extent of any such challenge the Default Notice has been upheld by the Bankruptcy Court as proper under the circumstances, then the Non-Breaching Party shall be entitled to terminate this Agreement.

Section 15.2. Termination. This Agreement may be terminated and the transactions contemplated herein may be abandoned, by written notice given to the other Party in accordance with Section 15.1, at any time prior to the Closing:

- (a) by mutual written consent of Seller and Purchaser;
- (b) by Seller or Purchaser if the Closing (other than a material breach or material default hereunder by the Party seeking to terminate) has not occurred on or before October 31, 2016, unless an alternate date is agreed to by the Parties, unless the failure to have the Closing shall be due to the failure of the Party seeking to terminate this Agreement to perform in any material respect its obligations under this Agreement required to be performed by it at or prior to the Closing;
- (c) subject to the right to cure set forth in Section 15.1 at any time prior to the Closing Date by Purchaser if Seller (i) alters, amends or breaches any of the material covenants of this Agreement which would result in a failure of a condition set forth in Article 13 or (ii) is in breach of any material covenant, representation, undertaking or warranty, or if it appears that a condition set forth in Article 13 is impossible (other than through the failure of Purchaser to

Seller initials: 

Purchaser initials: 

comply with its obligations under this Agreement) to satisfy and Purchaser has not waived such condition in writing on or before the Closing Date;

(d) subject to the right to cure set forth in Section 15.1, at any time prior to the Closing Date by Seller (i) if Purchaser is in breach of any material covenant, representation or warranty which would result in a failure of a condition set forth in Article 14 (including, *e.g.*, if all conditions to Purchaser closing in Article 13 are satisfied and Purchaser fails to close), or (ii) if a condition set forth in Article 14 is impossible (other than through the failure of Seller to comply with its obligations under this Agreement) to satisfy and Seller has not waived such condition in writing on or before the Closing Date;

(e) by Purchaser or Seller if the condition contained in Section 5.10 has not been satisfied on or before August 25, 2016;

(f) by Purchaser if, notwithstanding the entry of a Final Order approving the sale, Seller refuses to close for any reason whatsoever, other than a breach or default by Purchaser of Purchaser's obligations at Closing; or

(g) by Purchaser if Seller enters into an agreement for the sale of any of the Purchased Assets with any Person other than Purchaser.

ARTICLE 16 MISCELLANEOUS

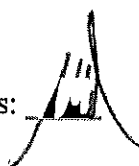
Section 16.1. Additional Instruments of Transfer. From time to time after the Closing, each party shall, if requested by another party, make, execute and deliver such additional assignments, bills of sale, deeds and other instruments and documents, as may be reasonably necessary or proper to carry out the specific provisions of this Agreement, including, without limitation, transfer to Purchaser of all of Seller's right, title and interest in and to the applicable Purchased Assets.

Section 16.2. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by telecopier, recognized overnight delivery service or registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

If to Purchaser:

TT Investment Los Angeles Fund I, LLC
310 Washington Boulevard, Suite 802
Marina Del Rey, CA 90292
Attn: Ted Hsu, Manager

Seller initials: 

Purchaser initials: 

with a required copy to:

Richardson & Maloney LLP
2321 Rosecrans Avenue, Suite 3225
El Segundo, CA 90245
Attn: Ted Maloney
tm@richardsonmaloney.com

If to Seller:


Liberty Asset Management Corporation
c o of Sierra Constellation
400 South Hope Street, Suite 1050
Los Angeles, CA 90071
Attention: Larry Perkins, CRO
Facsimile: (213)232-3285
lperkins@sierraconstellation.com

with a required copy to:

David B. Golubchik, Esq.
Eve H. Karasik, Esq.
Levene, Neale, Bender, Yoo & Brill LLP
10250 Constellation Avenue, Suite 1700
Los Angeles, CA 90067
Facsimile: (310) 229-1244
Email: dbg@lnbyb.com
Email: ehk@lnbyb.com

Notices delivered personally or by electronic mail shall be effective upon receipt. Notices transmitted by telecopy shall be effective when received, provided that the burden of proving receipt when notice is transmitted by telecopy shall be the responsibility of the Party providing such notice. Notices delivered by overnight mail shall be effective when received. Notices delivered by registered or certified mail shall be effective on the date set forth on the receipt of registered or certified mail, or 72 hours after mailing, whichever is earlier.

Section 16.3. Expenses. Except as expressly provided herein, each Party shall bear its own expenses and costs, including the fees of any attorney retained by it, incurred in connection with the preparation of this Agreement and the consummation of the transactions contemplated hereby. In the event either Party shall bring any action or proceeding in connection with the performance, breach or interpretation of this Agreement or any Transaction Document, the prevailing Party in such action or proceeding shall be entitled to recover from the losing Party all reasonable costs and expenses of such action, including, without limitation, reasonable attorneys' fees.

Seller initials: 

Purchaser initials: 

Section 16.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California (without application of principles of conflicts of law). In connection with any controversy arising out of or related to this Agreement, Seller and Purchaser hereby irrevocably consent to the exclusive jurisdiction of the Bankruptcy Court or if, and only if, the Bankruptcy Case has been closed, any federal court located in the Central District of California (Los Angeles Division) or any courts of the State of California located in Riverside County. Seller and Purchaser each irrevocably consents to service of process out of the aforementioned courts and waives any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or in connection with this Agreement brought in the aforementioned courts.

Section 16.5. Assignment. This Agreement binds and benefits the Parties and their respective successors and assignees. Purchaser shall have the right to freely assign any of its rights under this Agreement to any other entity (i) the majority of which is owned or controlled by Purchaser, or (ii) that is an Affiliate of Purchaser. No Party may delegate any performance of its obligations under this Agreement, except that Purchaser may at any time delegate the performance of its obligations to any Affiliate of Purchaser so long as Purchaser remains fully responsible for the performance of the delegated obligation.


Section 16.6. Successors and Assigns. All agreements made and entered into in connection with this transaction shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns.

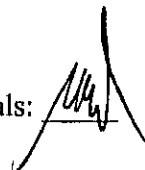
Section 16.7. Amendments; Waivers. No alteration, modification or change of this Agreement shall be valid except by an agreement in writing executed by the Parties hereto. Except as otherwise expressly set forth herein, no failure or delay by any Party hereto in exercising any right, power or privilege hereunder (and no course of dealing between or among any of the parties) shall operate as a waiver of any such right, power or privilege. No waiver of any default on any one occasion shall constitute a waiver of any subsequent or other default. No single or partial exercise of any such right, power or privilege shall preclude the further or full exercise thereof.

Section 16.8. Entire Agreement. This Agreement, together with the other Transaction Documents, merges all previous negotiations and agreements between the Parties hereto, either verbal or written, and constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement.

Section 16.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be an original, but all of which together shall constitute one agreement. Facsimile signatures shall be deemed original signatures.

Section 16.10. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other Persons or

Seller initials: 

Purchaser initials: 

circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, but only as long as the continued validity, legality and enforceability of such provision or application does not materially (a) alter the terms of this Agreement, (b) diminish the benefits of this Agreement or (c) increase the burdens of this Agreement, for any Person.

Section 16.11. Section Headings. The section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement.

Section 16.12. Interpretation. This Agreement has been negotiated at arms' length between Persons knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, the parties hereto agree that any rule of law, including, but not limited to, California Civil Code Section 1654, or any other statutes, legal decisions, or common law principles of similar effect that would require interpretation of any ambiguities in this Agreement against the party that has drafted this Agreement, is of no application and is hereby expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intentions of the parties hereto.

Section 16.13. Reasonable Access to Records and Certain Personnel. For a period of two (2) years following the Closing (or until the closing of the Bankruptcy Case, if the Bankruptcy Case is closed sooner), Purchaser shall provide to Seller's counsel and other professionals or any successor to Seller (collectively, "Permitted Access Parties") (a) reasonable access to the financial and other books and records relating to the Purchased Assets through and including the Closing Date, which access shall include the right of such Permitted Access Parties to copy, at such Permitted Access Parties' expense, such documents and records as they may request, and Purchaser's copying and delivering to the relevant Permitted Access Parties such documents or records as they may request, but only to the extent such Permitted Access Parties furnish Purchaser with reasonably detailed written descriptions of the materials to be so copied and the applicable Permitted Access Party reimburses Purchaser for the reasonable costs and expenses thereof, and (b) at no cost to the Permitted Access Parties, reasonable access during regular business hours to assist Seller and the other Permitted Access Parties in their post-Closing activities; provided, however, that any access provided under this paragraph shall (i) not require Purchaser to produce information relating to transactions involving the Purchased Assets first entered into following the Closing Date, (ii) not materially interfere with Purchaser's business operations, (iii) not require access to Purchaser documents which are covered by a duty of confidentiality or impact protection of such documents under attorney-client privilege, (iv) not require Purchaser's violation of any applicable Law, (v) be limited to matters pertaining to litigation involving Seller, the preparation of any Tax Return or any other document relating to Taxes applicable to Seller, and/or the closing of Seller's Bankruptcy Case, and (vi) be subject to the execution of such agreements as may be necessary to preserve any confidential, privileged proprietary or secret information. At the expiration of the two (2) year period provided for above, in the event a Party requires access to documents relating to the Purchased Assets under Section 12.2 hereof or otherwise, the Party requiring such access may elect to pay the other Party


Seller initials: *AB*

Purchaser initials: *[Signature]*

the costs of that Party's continued storage of the documents, or may, at its own expense, arrange for the transfer of the documents from the other Party, with such documents thereafter to be stored by the Party requiring such documents at its sole expense.

Section 16.14. Third Parties. Nothing herein, expressed or implied, is intended to or shall confer on any Person other than the Parties hereto any rights, remedies, obligations or Liabilities under or by reason of this Agreement.

Section 16.15. Escrow Holder Matters. The Escrow Holder shall hold all of the funds in the Deposit Account pursuant to the terms of this Agreement. Escrow Holder shall only disburse the contents of the Deposit Account at the times and pursuant to the terms and conditions set forth in this Agreement; provided, however, that if there are any disputes and/or conflicting instructions from and/or among Seller, Purchaser and/or any other relevant party in interest regarding the disbursement of the funds in the Deposit Account, the Escrow Holder shall either (a) not release any funds in the Deposit Account until such dispute is resolved by the entry of an order of the Bankruptcy Court or otherwise by agreement of the Parties, or (b) deposit any funds in the Deposit Account into the registry of the Bankruptcy Court and commence an interpleader action so that the Bankruptcy Court may determine the Parties' respective rights, if any, with respect to such funds. Escrow holder shall not be deemed to have assumed any fiduciary duty to the Parties hereto, shall have no Liability to any Party for actions taken in substantial compliance with the terms of this Agreement and/or controlling court order, and shall not charge any of the Parties a fee for serving as Escrow Holder hereunder. If requested by the Escrow Holder, the Parties will enter into supplemental escrow instructions clarifying, in a manner consistent with this Agreement, any matter to the reasonable satisfaction to the Escrow Holder.


Seller initials: 

Purchaser initials: 

IN WITNESS WHEREOF, each of the Parties hereto has caused this Asset Purchase Agreement to be executed by its duly authorized representative as of the day and year first above written.

LIBERTY ASSET MANAGEMENT CORPORATION
"Seller"


By: _____


Lawrence Perkins
Chief Restructuring Officer

TT INVESTMENT LOS ANGELES FUND I, LLC
"Purchaser"

By: _____


Ted Hsu
Manager

Seller initials:  _____



Purchaser initials:  _____

Exhibit A

Legal Description

Seller initials: 

Purchaser initials. 

Real property in the City of Arcadia, County of Los Angeles, State of California, described as follows:

PARCEL 1 (PORTION OF APN: 5778-006-010)

LOT 37 OF TRACT NO. 3430, IN THE CITY OF ARCADIA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42 PAGE (S) 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE NORTH 67.11 FEET, MEASURED ALONG THE WEST LINE OF SAID LOT.

ALSO EXCEPTING THEREFROM THE WESTERLY 15.00 FEET, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID LOT.

ALSO EXCEPT THE INTEREST IN THE SOUTHERLY 30 FEET, MEASURED AT RIGHT ANGLES TO THE SOUTHERLY LINE OF SAID LOT, AS CONVEYED TO CITY OF ARCADIA, BY DEED RECORDED JANUARY 6, 1961, IN BOOK D1084 PAGE 846, OFFICIAL RECORDS.

PARCEL 2: (PORTION OF APN: 5778-006-010)

A PORTION OF LOTS 36 AND 37 OF TRACT NO. 3430, IN THE CITY OF ARCADIA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGE(S) 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THE SOUTHERLY 72.89 FEET OF LOT 36, SAID 72.89 FEET BEING MEASURED ALONG THE WESTERLY LINE OF LOT 36 AND THE NORTHERLY 67.11 FEET OF LOT 37 67.11 FEET BEING MEASURED ALONG THE WESTERLY LINE OF LOT 37.

EXCEPT THEREFROM THE WESTERLY 15 FEET, MEASURED AT RIGHT ANGLES, TO THE WESTERLY LINE OF SAID LOTS 36 AND 37.


PARCEL 3: (APN: 5778-006-005)

THE EASTERLY 100 FEET OF LOT 35 OF TRACT NO. 3430, IN THE CITY OF ARCADIA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGE(S) 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4

AN EASEMENT FOR INGRESS AND EGRESS OVER THE WESTERLY 20.00 FEET OF THE EASTERLY 42.00 FEET OF LOT 36 OF TRACT NO. 3430, IN THE CITY OF ARCADIA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGE(S) 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

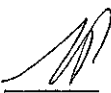
EXCEPT THE SOUTHERLY 72.89 FEET, MEASURED ALONG THE WESTERLY LINE OF SAID LOT 36.


See 'nt' s: 

Purchaser in ' s: 

Schedule 6.1(a)

None.

Seller initials: 

Purchaser initials: 

Schedule 9.7

In connection with the transfer of the Property from Goldstone to Washe and, thereafter, to Seller, property taxes were reassessed. Although the Existing Lease is a triple-net lease, Seller understands that the tenant has not paid the entire balance of the outstanding property taxes billed by the Los Angeles County Assessor's Office.

Moreover, the Bankruptcy Court scheduled a deadline for creditors, including governmental entities to file proofs of claim in Seller's bankruptcy case. Such additional claims may be asserted.

Seller initials: _____




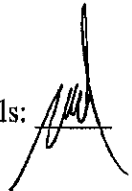
Purchaser initials: _____



Schedule 13.8

See attached.

Seller initials: 

Purchaser initials: 

HSA Goldstone Loan Interest Calculator

Daily				Interest Rate	10% Daily	Daily				Interest Rate	10% Daily	Daily			
Date	Principal Balance	Accrual	Resulting Balance			Date	Principal Balance	Accrual	Resulting Balance			Date	Principal Balance	Accrual	Resulting Balance
6/30/2014	742,544.77	203.43	9	42,746.21		1/1/2015	781,145.28	214.124	124	781,359.30		1/1/2016	863,287.23	236.517	863,523.74
7/1/2014	742,748.21	203.4927	42,991.70			1/2/2015	781,359.30	214.071	781,573.37			1/2/2016	863,523.74	236.5818	863,760.33
7/2014	742,951.70	203.5484	743,155.25			1/3/2015	781,573.37	214.1297	781,787.50			1/3/2016	863,760.33	236.6467	863,996.87
7/2014	743,155.25	203.6042	743,358.85			1/4/2015	781,787.50	214.1884	782,001.68			1/4/2016	863,996.87	236.7115	864,233.68
7/2014	743,358.85	203.66	743,562.51			1/5/2015	782,001.68	214.247	782,215.93			1/5/2016	864,233.68	236.7764	864,470.46
7/2014	743,562.51	203.7158	3			1/6/2015	782,215.93	214.3057	782,430.24			1/6/2016	864,470.46	236.8412	864,707.30
7/2014	743,766.23	203.7716	7	0.00		1/7/2015	782,430.24	214.3644	782,644.60			1/7/2016	864,707.30	236.9061	864,944.21
7/2014	743,970.00	20	8274	7	.8	1/8/2015	782,644.60	214.4232	782,859.03			1/8/2016	864,944.21	236.971	865,181.18
7/2014	744,173.83	203.8832	7	.7		1/9/2015	782,859.03	214.4819	783,073.51			1/9/2016	865,181.18	237.0359	865,418.21
7/2014	744,377.71	203.9391	.			1/10/2015	783,073.51	214.5407	783,288.05			1/10/2016	865,418.21	237.1009	865,655.31
7/2014	744,581.65	2	3.995	8		1/11/2015	783,288.05	214.5995	783,502.65			1/11/2016	865,655.31	237.1658	865,892.48
7/2014	744,785.64	204.0509	.			1/12/2015	783,502.65	214.6583	783,717.31			1/12/2016	865,892.48	237.2308	866,129.71
7/2014	744,989.70	204.1068	7	5		1/13/2015	783,717.31	214.7171	83,932.02			1/13/2016	866,129.71	237.2958	866,367.01
7/2014	745,193.80	204.1627	7	.		1/14/2015	783,932.02	214.7759	784,146.80			1/14/2016	866,367.01	237.3608	866,604.37
7/2014	745,397.96	204.2186	0	.		1/15/2015	784,146.80	214.8347	784,361.63			1/15/2016	866,604.37	237.4259	866,841.79
7/2014	745,602.18	204.2745	5			1/16/2015	784,361.63	214.8936	784,576.53			1/16/2016	866,841.79	237.4909	867,079.28
7/2014	745,806.46	204.3305	7			1/17/2015	784,576.53	214.9525	784,791.48			1/17/2016	867,079.28	237.5556	867,316.84
7/2014	746,010.79	204.3865	.			1/18/2015	784,791.48	215.0114	785,006.49			1/18/2016	867,316.84	237.6211	867,554.46
7/2014	746,215.17	204.4425	746,419	62		1/19/2015	785,006.49	215.0703	785,221.56			1/19/2016	867,554.46	237.6862	867,792.15
7/2014	746,419.52	204.4985	74,624	12		1/20/2015	785,221.56	215.1292	785,436.69			1/20/2016	867,792.15	237.7513	868,029.90
7/2014	746,624.12	204.5545	74,624	12		1/21/2015	785,436.69	215.1881	785,651.88			1/21/2016	868,029.90	237.8164	868,267.72
7/2014	746,828.87	20	.			1/22/2015	785,651.88	215.2471	85,867.13			1/22/2016	868,267.72	237.8816	868,505.60
7/2014	747,033.28	20	.			1/23/2015	785,867.13	215.3061	786,082.43			1/23/2016	868,505.60	237.9467	868,743.54
7/2014	747,237.35	20	.	7		1/24/2015	786,082.43	215.365	786,297.80			1/24/2016	868,743.54	238.0119	868,981.56
7/2014	747,441.71	20	.	7		1/25/2015	786,297.80	215.4241	786,513.22			1/25/2016	869,029.90	238.0771	869,219.63
7/2014	747,646.07	20	.	7		1/26/2015	786,513.22	215.483	7			1/26/2016	869,219.63	238.1423	869,457.78
7/2014	747,850.43	20	.	7		1/27/2015	786,728.70	215.54	78,9	5		1/27/2016	869,457.78	238.2075	869,695.98
7/2014	748,054.79	20	.	7		1/28/2015	786,944.25	215.6	.			1/28/2016	869,695.98	238.2727	869,934.26
7/2014	748,259.15	20	.	7		1/29/2015	787,159.85	215.66	.			1/29/2016	869,934.26	238.3379	870,172.59
7/2014	748,463.51	20	.	7		1/30/2015	787,375.51	215.71	.			1/30/2016	870,172.59	238.4031	870,410.92
7/2014	748,667.87	20	.	7		1/31/2015	787,591.23	215.77	.	0		1/31/2016	870,410.92	238.4683	870,649.47
7/2014	748,872.23	20	.	7		2/1/2015	787,807.00	215.83	7	.		2/1/2016	870,649.47	238.5335	870,888.00
7/2014	749,076.59	20	.	7		2/2/2015	788,022.84	215.88	.			2/2/2016	870,888.00	238.5987	871,126.60
7/2014	749,280.95	20	.	7		2/3/2015	788,238.74	215.95	7	9		2/3/2016	871,126.60	238.6639	871,365.26
7/2014	749,485.31	20	.	7		2/4/2015	788,454.69	216.0	7	0		2/4/2016	871,365.26	238.7291	871,603.99
7/2014	749,689.67	20	.	7		2/5/2015	788,670.71	216.07	7	.		2/5/2016	871,603.99	238.7943	871,842.79
7/2014	749,894.03	20	.	7		2/6/2015	788,886.78	216.13	.	0		2/6/2016	871,842.79	238.8595	872,081.56
7/2014	750,098.39	20	.	7		2/7/2015	789,102.92	216.18	.	9		2/7/2016	872,081.56	238.9247	872,320.33
7/2014	750,302.75	20	.	7		2/8/2015	789,319.11	216.21	7	.		2/8/2016	872,320.33	238.9899	872,559.57
7/2014	750,507.11	20	.	7		2/9/2015	789,535.36	216.31	7	.		2/9/2016	872,559.57	239.0551	872,798.83
7/2014	750,711.47	20	.	7		2/10/2015	789,751.67	216.37	.	0		2/10/2016	872,798.83	239.1203	873,037.75
7/2014	750,915.83	20	.	7		2/11/2015	789,968.04	216.41	.			2/11/2016	873,037.75	239.1855	873,276.94
7/2014	751,120.19	20	.	7		2/12/2015	790,184.47	216.41	.			2/12/2016	873,276.94	239.2507	873,516.19
7/2014	751,324.55	20	.	7		2/13/2015	790,400.96	216.54	.			2/13/2016	873,516.19	239.3159	873,755.51
7/2014	751,528.91	20	.	7		2/14/2015	790,617.51	216.6	.			2/14/2016	873,755.51	239.3811	873,994.90
7/2014	751,733.27	20	.	7		2/15/2015	790,834.12	216.6669	791,050.78			2/15/2016	873,994.90	239.4463	874,234.35
7/2014	751,937.63	20	.	7		2/16/2015	791,050.78	216.7262	791,267.51			2/16/2016	874,234.35	239.5115	874,473.85
7/2014	752,142.00	20	.	7		2/17/2015	791,267.51	216.7856	791,484.30			2/17/2016	874,473.85	239.5767	874,713.45
7/2014	752,346.36	20	.	7		2/18/2015	791,484.30	216.845	791,701.14			2/18/2016	874,713.45	239.6419	874,953.09
7/2014	752,550.72	20	.	7		2/19/2015	791,701.14	216.9044	791,918.05			2/19/2016	874,953.09	239.7071	875,192.81
7/2014	752,755.08	2	6.2425	752,991.44		2/20/2015	791,918.05	216.9638	792,135.01			2/20/2016	875,192.81	239.7723	875,432.59
7/2014	752,959.44	20	.	7		2/21/2015	792,135.01	217.0233	792,352.03			2/21/2016	875,432.59	239.8375	875,672.43
7/2014	753,163.80	20	.	7		2/22/2015	792,352.03	217.0827	792,569.12			2/22/2016	875,672.43	239.9027	875,912.34
7/2014	753,368.16	20	.	7		2/23/2015	792,569.12	217.1422	792,786.26			2/23/2016	875,912.34	239.9679	876,152.32
7/2014	753,572.52	20	.	7		2/24/2015	792,786.26	217.2017	793,003.46			2/24/2016	876,152.32	240.0417	876,392.36
7/2014	753,776.88	20	.	7		2/25/2015	793,003.46	217.2612	793,220.72			2/25/2016	876,392.36	240.1075	876,632.47
7/2014	753,981.24	20	.	7		2/26/2015	793,220.72	217.3207	793,438.04			2/26/2016	876,632.47	240.1733	876,872.54
7/2014	754,185.60	20	.	7		2/27/2015	793,438.04	217.3803	793,655.42			2/27/2016	876,872.54	240.2391	877,112.88
7/2014	754,390.00	20	.	7		2/28/2015	793,655.42	217.4398	793,872.86			2/28/2016	877,112.88	240.304	

HSA Goldstone Loan Interest Calculator

9/22/2014	759,829.23	208.1724	760,037.40	3/26/201	799,328.26	218.994	799,547.26	3/25/201	883,382.25	242.0225	883,624.27
9/23/2014	760,037.40	208.2294	760,245.63	3/27/201	799,547.26	219.054	799,766.31	3/26/201	883,624.27	242.0888	883,866.36
9/24/2014	760,245.63	208.2865	760,453.92	3/28/201	799,766.31	219.1141	799,985.42	3/27/201	883,866.36	242.1552	884,108.52
9/25/2014	760,453.92	208.3435	760,662.26	3/29/201	799,985.42	219.1741	800,204.60	3/28/201	884,108.52	242.2215	884,350.74
9/26/2014	760,662.26	208.4006	760,870.66	3/30/201	800,204.60	219.2341	800,423.83	3/29/201	884,350.74	242.2879	884,593.03
9/27/2014	760,870.66	2	7	3/31/201	800,423.83	219.2942	800,643.13	3/30/201	884,593.03	242.3543	884,835.38
9/28/2014	761,079.12	2	7	4/1/201	800,643.13	219.3543	800,862.48	3/31/201	884,835.38	242.4207	885,077.80
9/29/2014	761,287.64	2	7	4/2/201	800,862.48	219.4144	1,081.89	4/1/201	885,077.80	242.4871	885,320.29
9/30/2014	761,496.21	2	7	4/3/201	801,081.89	219.4745	801,301.37	4/2/201	885,320.29	242.5535	885,562.84
10/1/2014	761,704.84	2	7	4/4/201	801,301.37	219.5346	801,520.90	4/3/201	885,562.84	242.62	885,805.46
10/2/2014	761,913.52	2	76	4/5/201	801,520.90	219.5948	801,740.50	4/4/201	885,805.46	242.6864	886,048.15
10/3/2014	762,122.27	2	00 76	4/6/201	801,740.50	219.6549	801,960.15	4/5/201	886,048.15	242.7529	886,290.90
10/4/2014	762,331.07	2	7	4/7/201	801,960.15	219.7151	802,179.87	4/6/201	886,290.90	242.8194	886,533.72
10/5/2014	762,539.93	2	7	4/8/201	802,179.87	219.7753	802,399.64	4/7/201	886,533.72	242.886	886,776.61
10/6/2014	762,748.84	2	7	4/9/201	802,399.64	219.8355	802,619.48	4/8/201	886,776.61	242.9528	887,019.56
10/7/2014	762,957.81	2	7	4/10/201	802,619.48	219.8957	802,839.37	4/9/201	887,019.56	243.0191	887,262.58
10/8/2014	763,166.84	2	7	4/11/201	802,839.37	219.9559	803,059.33	4/10/201	887,262.58	243.0856	887,505.66
10/9/2014	763,375.93	2	7	4/12/201	803,059.33	220.0163	803,279.35	4/11/201	887,505.66	243.1522	887,748.81
10/10/2014	763,585.07	2	7	4/13/201	803,279.35	220.0765	803,499.42	4/12/201	887,748.81	243.2189	887,992.03
10/11/2014	763,794.27	2	7	4/14/201	803,499.42	220.1368	803,719.56	4/13/201	887,992.03	243.2855	888,235.32
10/12/2014	764,003.53	2	7	4/15/201	803,719.56	220.1971	803,939.76	4/14/201	888,235.32	243.3521	888,478.67
10/13/2014	764,212.85	2	7	4/16/201	803,939.76	220.2575	804,160.02	4/15/201	888,478.67	243.4188	888,722.09
10/14/2014	764,422.22	2	0 7 5	4/17/201	804,160.02	220.3178	804,380.33	4/16/201	888,722.09	243.4855	888,965.43
10/15/2014	764,631.65	2	7	4/18/201	804,380.33	220.3782	804,600.71	4/17/201	888,965.43	243.5522	889,209.13
10/16/2014	764,841.14	2	76 ,	4/19/201	804,600.71	220.4386	804,821.15	4/18/201	889,209.13	243.6189	889,452.75
10/17/2014	765,050.69	2	76 , 0	4/20/201	804,821.15	220.4989	805,041.65	4/19/201	889,452.75	243.6857	889,696.43
10/18/2014	765,260.29	2	0 7 ,	4/21/201	805,041.65	220.5594	805,262.21	4/20/201	889,696.43	243.7524	889,940.18
10/19/2014	765,469.95	2	7	4/22/201	805,262.21	220.6198	805,482.83	4/21/201	889,940.18	243.8192	890,184.00
10/20/2014	765,679.67	20	7 8	4/23/201	805,482.83	220.6802	805,703.51	4/22/201	890,184.00	243.886	890,427.89
10/21/2014	765,889.44	20	6	4/24/201	805,703.51	220.7407	805,924.25	4/23/201	890,427.89	243.9528	890,671.84
10/22/2014	766,099.28	20	7	4/25/201	805,924.25	220.8012	806,145.05	4/24/201	890,671.84	244.0197	890,915.86
10/23/2014	766,309.17	20	7	4/26/201	806,145.05	220.8617	806,365.91	4/25/201	890,915.86	244.0865	891,159.95
10/24/2014	766,519.11	2	00	4/27/201	806,365.91	220.9222	806,586.83	4/26/201	891,159.95	244.1534	891,404.10
10/25/2014	766,729.12	2	0 7	4/28/201	806,586.83	220.9827	806,807.82	4/27/201	891,404.10	244.2203	891,648.32
10/26/2014	766,939.18	210	7	4/29/201	806,807.82	221.0432	807,028.86	4/28/201	891,648.32	244.2872	891,892.61
10/27/2014	767,149.30	2	9	4/30/201	807,028.86	221.1038	807,249.96	4/29/201	891,892.61	244.3541	892,136.96
10/28/2014	767,359.48	2	7 9	5/1/201	807,249.96	221.1644	807,471.13	4/30/201	892,136.96	244.4211	892,381.39
10/29/2014	767,569.72	2	7 0	5/2/201	807,471.13	221.225	807,692.35	5/1/201	892,381.39	244.4881	892,625.87
10/30/2014	767,780.01	2	0	5/3/201	807,692.35	221.2856	807,913.64	5/2/201	892,625.87	244.555	892,870.43
10/31/2014	767,990.36	210.4083	768,200.77	5/4/201	807,913.64	221.3462	808,134.98	5/3/201	892,870.43	244.622	893,115.05
11/1/2014	768,200.77	210.466	768,411.23	5/5/201	808,134.98	221.4068	808,356.39	5/4/201	893,115.05	244.6891	893,359.74
11/2/2014	768,411.23	210.5236	768,621.76	5/6/201	808,356.39	221.4675	808,577.86	5/5/201	893,359.74	244.7561	893,604.50
11/3/2014	768,621.76	210.5813	768,832.34	5/7/201	808,577.86	221.5282	808,799.39	5/6/201	893,604.50	244.8231	893,849.32
11/4/2014	768,832.34	210.639	769,042.98	5/8/201	808,799.39	221.5889	809,020.98	5/7/201	893,849.32	244.8902	894,094.21
11/5/2014	769,042.98	210.6967	769,253.67	5/9/201	809,020.98	221.6496	809,242.63	5/8/201	894,094.21	244.9573	894,339.17
11/6/2014	769,253.67	210.7544	769,464.43	5/10/201	809,242.63	221.7103	809,464.34	5/9/201	894,339.17	245.0244	894,584.19
11/7/2014	769,464.43	210.8122	769,676.52	5/11/201	809,464.34	221.7711	809,686.11	5/10/201	894,584.19	245.0916	894,829.28
11/8/2014	769,676.52	210.8699	769,888.11	5/12/201	809,686.11	221.8318	809,907.94	5/11/201	894,829.28	245.1587	895,074.44
11/9/2014	769,888.11	210.9277	770,097.04	5/13/201	809,907.94	221.8926	810,129.83	5/12/201	895,074.44	245.2259	895,319.57
11/10/2014	770,097.04	210.9855	770,308.02	5/14/201	810,129.83	221.9534	810,351.78	5/13/201	895,319.57	245.2931	895,564.96
11/11/2014	770,308.02	211.0433	770,519.07	5/15/201	810,351.78	222.0142	810,573.80	5/14/201	895,564.96	245.3603	895,810.32
11/12/2014	770,519.07	211.1011	770,730.17	5/16/201	810,573.80	222.075	810,795.87	5/15/201	895,810.32	245.4275	896,055.75
11/13/2014	770,730.17	211.159	770,941.33	5/17/201	810,795.87	222.1359	811,018.01	5/16/201	896,055.75	245.4947	896,301.24
11/14/2014	770,941.33	211.2168	771,152.54	5/18/201	811,018.01	222.1967	811,240.21	5/17/201	896,301.24	245.562	896,546.80
11/15/2014	771,152.54	211.2747	771,363.82	5/19/201	811,240.21	222.2576	811,462.46	5/18/201	896,546.80	245.6293	896,792.43
11/16/2014	771,363.82	211.3326	771,575.15	5/20/201	811,462.46	222.3185	811,684.78	5/19/201	896,792.43	245.6965	897,038.13
11/17/2014	771,575.15	211.3905	771,786.54	5/21/201	811,684.78	222.3794	811,907.16	5/20/201	897,038.13	245.7639	897,283.89
11/18/2014	771,786.54	211.4484	771,997.99	5/22/201	811,907.16	222.4403	812,129.60	5/21/201	897,283.89	245.8312	897,529.73
11/19/2014	771,997.99	211.5063	772,209.50	5/23/201	812,129.60	222.5013	812,352.10	5/22/201	897,529.73	245.8986	897,775.62
11/20/2014	772,209.50	211.5642	772,421.06	5/24/201	812,352.10	222.5622	812,574.67	5/23/201	897,775.62	245.9659	898,021.59
11/21/2014	772,421.06	211.6222	772,632.68	5/25/201	812,574.67	222.6232	812,797.29	5/24/201	898,021.59	246.0333	898,267.62
11/22/2014	772,632.68	211.6802	772,844.36	5/26/201	812,797.29	222.6842	813,019.97	5/25/201	898,267.62	246.1007	898,513.72
11/23/2014	772,844.36	211.7382	773,056.10	5/27/201	813,019.97	222.7452	813,242.72	5/26/201	898,513.72	246.1681	898,759.89
11/24/2014	773,056.10	211.7962	773,267.90	5/28/201	813,242.72	222.8062	813,465.52	5/27/201	898,759.89	246.2356	899,006.13
11/25/2014	773,267.90	211.8542	773,479.75	5/29/201	813,465.52	222.8673	813,688.39	5/28/201	899,006.13	246.303	899,252.43
11/26/2014	773,479.75	211.9123	773,691.66	5/30/201	813,688.39	222.9283	813,911.32	5/29/201	899,252.43	246.3705	899,498.80
11/27/2014	773,691.66	211.9703	773,903.63	5/31/201	813,911.32	222.9894	814,134.31	5/30/201	899,498.80	246.438	899,745.24
11/28/2014	773,903.63	212.0284	774,115.66	6/1/201	814,134.31	223.0505	814,357.36	5/31/201	899,745.24	246.5055	899,991.74
11/29/2014	774,115.66	212.0865	774,327.75	6/2/201	814,357.36	223.111	814,580.47	6/1/201	899,991.74	246.5731	900,238.32
11/30/2014	774,327.75	212.1446	774,539.89	6/3/201	814,580.47	223.172	814,803.64	6/2/201	900,238.32	246.6406	900,484.96
12/1/2014	774,539.89	212.2027	774,752.10	6/4/201	814,803.64	223.2339	815,026.88	6/3/201	900,484.96	246.7082	900,731.67
12/2/2014	774,752.10	212.2608	774,964.36	6/5/201	815,026.88	223.295	815,250.17	6/4/201	900,731.67	246.7758	900,978.44
12/3/2014	774,964.36	212.319	775,176.68	6/6/201	815,250.17	223.3562	815,473.53	6/5/201	900,978.44	246.8434	901,225.29
12/4/2014	775,176.68	212.3772	775,389.05	6/7/							

HSA Goldstone Loan Interest Calculator

12/18/2014	778,155.26	213.1932	778,368.45	6/21/201	18,606.95	224.2759	18,831.23	6/20/201	04,688.20	247.8598	04,936.06
12/19/2014	778,368.45	213.2516	778,581.70	6/22/201	18,831.23	224.3373	19,055.56	6/21/201	04,936.06	247.9277	5,183.99
12/20/2014	778,581.70	213.3101	778,795.01	6/23/2015	819,055.56	224.3988	819,279.96	6/22/2016	905,183.99	247.9956	905,431.99
12/21/2014	778,795.01	213.3685	779,008.38	6/24/2015	819,279.96	224.4603	819,504.42	6/23/2016	905,431.99	248.0636	905,680.05
12/22/2014	779,008.38	213.427	779,221.81	6/25/2015	819,504.42	224.5218	819,728.94	6/24/2016	905,680.05	248.1315	905,928.18
12/23/2014	779,221.81	213.4854	779,435.29	6/26/2015	819,728.94	224	33 819 953.53		0	.18	248.1995 906,176.38
12/24/2014	779,435.29	213.5439	779,648.84	6/27/2015	819,953.53	224.6448	820,178.17	/		.38	248.2675 906,424.65
12/25/2014	779,648.84	213.6024	779,862.44	6/28/2015	820,178.17	224.7	63 820 402.88	/		.65	248.3355 906,672.98
12/26/2014	779,862.44	213.6609	780,076.10	6/29/2015	820,402.88	224.7679	82 627.85			.98	248.4036 906,921.39
12/27/2014	780,076.10	213.7195	780,289.82	6/30/2015	820,627.65	224.8295	820 852.48	/	0	.39	248.4716 907,169.86
12/28/2014	780,289.82	213.778	780,503.60	7/1/2015	820,852.48	224.8911	821 077.37	/		.86	248.5397 907,418.40
12/29/2014	780,503.60	213.8366	780,717.43	7/2/2015	821,077.37	224.9527	821,302.32	/	0	8.40	248.6078 907,667.01
12/30/2014	780,717.43	213.8952	780,931.33	7/3/2015	821,302.32	225.0143	821,527.33	/		.01	248.6759 907,915.68
12/31/2014	80,931.33	213.9538	781,145.28	7/4/2015	821,527.33	225.076	821,752.41	/		.68	248.744 908,164.43
				7/5/2015	821,752.41	225.1376	821,977.55			.43	248.8122 908,413.24
				7/6/2015	821,977.55	225.1993	822,202.75			.24	248.8803 908,662.12
				7/7/2015	822,202.75	225.261	822,428.01	/		.12	248.9485 908,911.07
				7/8/2015	822,428.01	225.3227	822,653.33	/		.07	249.0167 909,160.08
				7/9/2015	822,653.33	225.3845	822,878.71	/		.08	249.085 909,409.17
				7/10/2015	822,878.71	225.4462	823,104.16	/		.17	249.1532 909,658.32
				7/11/2015	823,104.16	225.508	823,329.67	/		.32	249.2215 909,907.54
				7/12/2015	823,329.67	225.5698	823,555.24	/		.54	249.2897 910,156.83
				7/13/2015	823,555.24	225.6316	823,780.87	7 /		.83	249.358 910,406.19
				7/14/2015	823,780.87	225.6934	824,006.56	7 /		.19	249.4264 910,655.62
				7/15/2015	824,006.56	225.7552	824,232.32	7 /		.62	249.4947 910,905.11
				7/16/2015	824,232.32	225.8171	824,458.14	7 /	0	.11	249.563 911,154.68
				7/17/2015	824,458.14	225.8789	824,684.01	7 /		.68	249.6314 911,404.31
				7/18/2015	824,684.01	225.9408	824,909.96	7/17/2016	911,404.31	249.6998	911,654.01
				7/19/2015	824,909.96	226.0027	825,135.96	7/18/2016	911,654.01	249.7682	911,903.77
				7/20/2015	825,135.96	226.0646	825,362.02	7/19/2016	911,903.77	249.8367	912,153.61
				7/21/2015	825,362.02	226.1266	825,588.15	7/20/2016	912,153.61	249.9051	912,403.52
				7/22/2015	825,588.15	226.1885	825,814.34	7/21/2016	912,403.52	249.9736	912,653.49
				7/23/2015	825,814.34	226.2505	826,040.59	7/22/2016	912,653.49	250.0421	912,903.53
				7/24/2015	826,040.59	226.3125	826,266.90	7/23/2016	912,903.53	250.1106	913,153.64
				7/25/2015	826,266.90	226.3745	826,493.28	7/24/2016	913,153.64	250.1 91	913,403.82
				7/26/2015	826,493.28	226.4365	826,719.71	7/25/2016	913,403.82	250.2476	913,654.07
				7/27/2015	826,719.71	226.4986	826,946.21	7/26/2016	913,654.07	250.3162	913,904.39
				7/28/2015	826,946.21	226.5606	827,172.77	7/27/2016	913,904.39	250.3848	914,154.77
				7/29/2015	827,172.77	226.6227	827,399.39	7/28/2016	914,154.77	250.4534	914,405.22
				7/30/2015	827,399.39	226.6848	827,626.08	7/29/2016	914,405.22	250.522	914,655.75
				7/31/2015	827,626.08	226.7469	827,852.83	7/30/2016	914,655.75	250.5906	914,906.34
				8/1/2015	827,852.83	226.809	828,079.63	7/31/2016	914,906.34	250.6593	915,157.00
				8/2/2015	828,079.63	226.8711	828,306.51	8/1/2016	915,157.00	250.7279	915,407.72
				8/3/2015	828,306.51	226.9333	828,533.44	8/2/2016	915,407.72	250.7966	915,658.52
				8/4/2015	828,533.44	226.9955	828,760.43	8/3/2016	915,658.52	250.8653	915,909.39
				8/5/2015	828,760.43	227.0577	828,987.49	8/4/2016	915,909.39	250.9341	916,160.32
				8/6/2015	828,987.49	227.1199	829,214.61	8/5/2016	916,160.32	251.0028	916,411.32
				8/7/2015	829,214.61	227.1821	829,441.79	8/6/2016	916,411.32	251.0716	916,662.39
				8/8/2015	829,441.79	227.2443	829,669.04	8/7/2016	916,662.39	251.1404	916,913.53
				8/9/2015	829,669.04	227.3066	829,896.34	8/8/2016	916,913.53	251.2092	917,164.74
				8/10/2015	829,896.34	227.3689	830,123.71	8/9/2016	917,164.74	251.278	917,415.02
				8/11/2015	830,123.71	227.4312	830,351.14	8/10/2016	917,415.02	251.3469	917,667.37
				8/12/2015	830,351.14	227.4935	830,578.64	8/11/2016	917,667.37	251.4157	917,918.78
				8/13/2015	830,578.64	227.5558	830,806.1	8/12/2016	917,918.78	251.4846	918,170.27
				8/14/2015	830,806.1	227.6181	831,033.81	8/13/2016	918,170.27	251.5535	918,421.82
				8/15/2015	831,033.81	227.6805	831,261.49	8/14/2016	918,421.82	251.6224	918,673.44
				8/16/2015	831,261.49	227.7429	831,489.24	8/15/2016	918,673.44	251.6914	918,925.14
				8/17/2015	831,489.24	227.8053	831,717.04	8/16/2016	918,925.14	251.7603	919,176.90
				8/18/2015	831,717.04	227.8677	831,944.91	8/17/2016	919,176.90	251.8293	919,428.73
				8/19/2015	831,944.91	227.9301	832,172.84	8/18/2016	919,428.73	251.8983	919,680.62
				8/20/2015	832,172.84	227.9926	832,400.83	8/19/2016	919,680.62	251.9673	919,932.59
				8/21/2015	832,400.83	228.055	832,628.89	8/20/2016	919,932.59	252.0363	920,184.63
				8/22/2015	832,628.89	228.1175	832,857.00	8/21/2016	920,184.63	252.1054	920,436.73
				8/23/2015	832,857.00	228.18	833,085.18	8/22/2016	920,436.73	252.1744	920,688.91
				8/24/2015	833,085.18	228.2425	833,313.43	8/23/2016	920,688.91	252.2435	920,941.15
				8/25/2015	833,313.43	228.305	833,541.73	8/24/2016	920,941.15	252.3126	921,193.46
				8/26/2015	833,541.73	228.3676	833,770.10	8/25/2016	921,193.46	252.3818	921,445.85
				8/27/2015	833,770.10	228.4302	833,998.53	8/26/2016	921,445.85	252.4509	921,698.30
				8/28/2015	833,998.53	228.4927	834,227.02	8/27/2016	921,698.30	252.5201	921,950.82
				8/29/2015	834,227.02	228.5553	834,455.58	8/28/2016	921,950.82	252.5893	922,203.41
				8/30/2015	834,455.58	228.618	834,684.2	8/29/2016	922,203.41	252.6585	922,456.06
				8/31/2015	834,684.2	228.6806	834,912.88	8/30/2016	922,456.06	252.7277	922,708.79
				9/1/2015	834,912.88	228.7433	835,141.62	8/31/2016	922,708.79	252.7969	922,961.59
				9/2/2015	835,141.62	228.8059	835,370.42	9/1/2016	922,961.59	252.8662	923,214.45
				9/3/2015	835,370.42	228.8686	835,599.29	9/2/2016	923,214.45	252.9355	923,467.39
				9/4/2015	835,599.29	228.9313	835,828.22	9/3/2016	923,467.39	253.0048	923,720.4
				9/5/2015	835,828.22	228.994	836,057.22	9/4/2016	923,720.4	253.0741	923,973.47
				9/6/2015	836,057.22	229.0568	836,286.28	9/5/2016	923,973.47	253.1434	924,226.61
				9/7/2015	836,286.28	229.1195	836,515.40	9/6/2016	924,226.61	253.2128	924,479.83
				9/8/2015	836,515.40	229.1823	836,744.58	9/7/2016	924,479.83	253.2821	924,733.11
				9/9/2015	836,744.58	229.2451	836,973.82	9/8/2016	924,733.11	253.3515	924,986.1
				9/10/2015	836,973.82	229.3079	837,203.13	9/9/2016	924,986.1	253.4209	925,239.1
				9/11/2015	837,203.13	229.3707	837,432.50	9/10/2016	925,239.1	253.4904	925,493.37
				9/12/2015	837,432.50	229.4336	837,661.93	9/11/2016	925,493.37	253.5598	925,746.83
				9/13/2015	837,661.93	229.4964	837,891.43	9/12/2016	925,746.83	253.6293	926,000.5
				9/14/2015	837,891.43	229.5593	838,120.99	9/13/2016	926,000.5	253.6988	926,254.26
				9/15/2015	838,120.99	229.6222	838,350.61	9/14/2016	926,254.26	253.7683	926,508.0

HSA Goldstone Loan Interest Calculator

9/16/2015	838,350.61	29.6851	838,580.30	9/15/2016	926,508.03	253.8378	926,761.86
9/17/2015	838,580.30	229.748	838,810.05	9/16/2016	926,761.86	253.9074	927,015.77
9/18/2015	838,810.05	229.811	839,039.86	9/17/2016	927,015.77	253.9769	927,269.75
9/19/2015	839,039.86	229.8739	839,269.73	9/18/2016	927,269.75	254.0465	927,523.80
9/20/2015	839,269.73	229.9369	839,499.67	9/19/2016	927,523.80	254.1161	927,777.91
9/21/2015	839,499.67	229.9999	839,729.67	9/20/2016	927,777.91	254.1857	928,032.10
9/22/2015	839,729.67	230.0629	839,959.73	9/21/2016	928,032.10	254.2554	928,286.35
9/23/2015	839,959.73	230.126	840,189.86	9/22/2016	928,286.35	254.325	928,540.68
9/24/2015	840,189.86	230.189	840,420.05	9/23/2016	928,540.68	254.3947	928,795.07
9/25/2015	840,420.05	230.2521	840,650.30	9/24/2016	928,795.07	254.4644	929,049.54
9/26/2015	840,650.30	230.3151	840,880.61	9/25/2016	929,049.54	254.5341	929,304.07
9/27/2015	840,880.61	230.3783	841,110.99	9/26/2016	929,304.07	254.6039	929,558.67
9/28/2015	841,110.99	230.4414	841,341.43	9/27/2016	929,558.67	254.6736	929,813.35
9/29/2015	841,341.43	230.5045	841,571.94	9/28/2016	929,813.35	254.7434	930,068.09
9/30/2015	841,571.94	230.5677	841,802.50	9/29/2016	930,068.09	254.8132	930,322.90
10/1/2015	841,802.50	230.6308	842,033.14	9/30/2016	930,322.90	254.883	930,577.79
10/2/2015	842,033.14	230.694	842,263.83	10/1/2016	930,577.79	254.9528	930,832.74
10/3/2015	842,263.83	230.7572	842,494.59	10/2/2016	930,832.74	255.0227	931,087.76
10/4/2015	842,494.59	230.8204	842,725.41	10/3/2016	931,087.76	255.0925	931,342.86
10/5/2015	842,725.41	230.8837	842,956.29	10/4/2016	931,342.86	255.1624	931,598.02
10/6/2015	842,956.29	230.9469	843,187.24	10/5/2016	931,598.02	255.2323	931,853.25
10/7/2015	843,187.24	231.0102	843,418.25	10/6/2016	931,853.25	255.3023	932,108.55
10/8/2015	843,418.25	231.0735	843,649.32	10/7/2016	932,108.55	255.3722	932,363.92
10/9/2015	843,649.32	231.1368	843,880.46	10/8/2016	932,363.92	255.4422	932,619.37
10/10/2015	843,880.46	231.2001	844,111.66	10/9/2016	932,619.37	255.5122	932,874.88
10/11/2015	844,111.66	231.2635	844,342.92	10/10/2016	932,874.88	255.5822	933,130.46
10/12/2015	844,342.92	231.3268	844,574.25	10/11/2016	933,130.46	255.6522	933,386.11
10/13/2015	844,574.25	231.3902	844,805.64	10/12/2016	933,386.11	255.7222	933,641.84
10/14/2015	844,805.64	231.4536	845,037.09	10/13/2016	933,641.84	255.7923	933,897.63
10/15/2015	845,037.09	231.517	845,268.61	10/14/2016	933,897.63	255.8624	934,153.49
10/16/2015	845,268.61	231.5804	845,500.19	10/15/2016	934,153.49	255.9325	934,409.42
10/17/2015	845,500.19	231.6439	845,731.83	10/16/2016	934,409.42	256.0026	934,665.43
10/18/2015	845,731.83	231.7074	845,963.54	10/17/2016	934,665.43	256.0727	934,921.50
10/19/2015	845,963.54	231.7708	846,195.31	10/18/2016	934,921.50	256.1429	935,177.64
10/20/2015	846,195.31	231.8343	846,427.15	10/19/2016	935,177.64	256.2131	935,433.85
10/21/2015	846,427.15	231.8978	846,659.04	10/20/2016	935,433.85	256.2832	935,690.14
10/22/2015	846,659.04	231.9614	846,891.01	10/21/2016	935,690.14	256.3535	935,946.49
10/23/2015	846,891.01	232.0249	847,123.03	10/22/2016	935,946.49	256.4237	936,202.91
10/24/2015	847,123.03	232.0885	847,355.12	10/23/2016	936,202.91	256.4939	936,459.41
10/25/2015	847,355.12	232.1521	847,587.27	10/24/2016	936,459.41	256.5642	936,715.97
10/26/2015	847,587.27	232.2157	847,819.49	10/25/2016	936,715.97	256.6345	936,972.61
10/27/2015	847,819.49	232.2793	848,051.77	10/26/2016	936,972.61	256.7048	937,229.31
10/28/2015	848,051.77	232.3429	848,284.11	10/27/2016	937,229.31	256.7752	937,486.09
10/29/2015	848,284.11	232.4066	848,516.52	10/28/2016	937,486.09	256.8455	937,742.93
10/30/2015	848,516.52	232.4703	848,748.99	10/29/2016	937,742.93	256.9159	937,999.85
10/31/2015	848,748.99	232.534	848,981.52	10/30/2016	937,999.85	256.9863	938,256.83
11/1/2015	848,981.52	232.5977	849,214.12	10/31/2016	938,256.83	257.0567	938,513.89
11/2/2015	849,214.12	232.6614	849,446.78	11/1/2016	938,513.89	257.1271	938,771.02
11/3/2015	849,446.78	232.7251	849,679.50	11/2/2016	938,771.02	257.1975	939,028.22
11/4/2015	849,679.50	232.7889	849,912.29	11/3/2016	939,028.22	257.268	939,285.48
11/5/2015	849,912.29	232.8527	850,145.15	11/4/2016	939,285.48	257.3385	939,542.82
11/6/2015	850,145.15	232.9165	850,378.06	11/5/2016	939,542.82	257.409	939,800.23
11/7/2015	850,378.06	232.9803	850,611.1	11/6/2016	939,800.23	257.4795	940,057.71
11/8/2015	850,611.1	233.0441	850,844.09	11/7/2016	940,057.71	257.5501	940,315.26
11/9/2015	850,844.09	233.108	851,077.7	11/8/2016	940,315.26	257.6206	940,572.88
11/10/2015	851,077.7	233.1718	851,310.37	11/9/2016	940,572.88	257.6912	940,830.57
11/11/2015	851,310.37	233.2357	851,543.6	11/10/2016	940,830.57	257.7618	941,088.33
11/12/2015	851,543.6	233.2996	851,776.9	11/11/2016	941,088.33	257.8324	941,346.17
11/13/2015	851,776.9	233.3635	852,010.26	11/12/2016	941,346.17	257.9031	941,604.07
11/14/2015	852,010.26	233.4275	852,243.69	11/13/2016	941,604.07	257.9737	941,862.04
11/15/2015	852,243.69	233.4914	852,477.1	11/14/2016	941,862.04	258.0444	942,120.09
11/16/2015	852,477.1	233.5554	852,710.74	11/15/2016	942,120.09	258.1151	942,378.20
11/17/2015	852,710.74	233.6194	852,944.3	11/16/2016	942,378.20	258.1858	942,636.39
11/18/2015	852,944.3	233.6834	853,178.04	11/17/2016	942,636.39	258.2565	942,894.65
11/19/2015	853,178.04	233.7474	853,411.79	11/18/2016	942,894.65	258.3273	943,152.97
11/20/2015	853,411.79	233.8114	853,645.60	11/19/2016	943,152.97	258.3981	943,411.37
11/21/2015	853,645.60	233.8755	853,879.48	11/20/2016	943,411.37	258.4689	943,669.84
11/22/2015	853,879.48	233.9396	854,113.42	11/21/2016	943,669.84	258.5397	943,928.38
11/23/2015	854,113.42	234.0037	854,347.42	11/22/2016	943,928.38	258.6105	944,186.99
11/24/2015	854,347.42	234.0678	854,581.49	11/23/2016	944,186.99	258.6814	944,445.67
11/25/2015	854,581.49	234.1319	854,815.62	11/24/2016	944,445.67	258.7522	944,704.42
11/26/2015	854,815.62	234.1961	855,049.82	11/25/2016	944,704.42	258.8231	944,963.25
11/27/2015	855,049.82	234.2602	855,284.08	11/26/2016	944,963.25	258.894	945,222.14
11/28/2015	855,284.08	234.3244	855,518.40	11/27/2016	945,222.14	258.965	945,481.11
11/29/2015	855,518.40	234.3886	855,752.79	11/28/2016	945,481.11	259.0359	945,740.14
11/30/2015	855,752.79	234.4528	855,987.24	11/29/2016	945,740.14	259.1069	945,999.25
12/1/2015	855,987.24	234.5171	856,221.76	11/30/2016	945,999.25	259.1779	946,258.43
12/2/2015	856,221.76	234.5813	856,456.34	12/1/2016	946,258.43	259.2489	946,517.68
12/3/2015	856,456.34	234.6456	856,690.99	12/2/2016	946,517.68	259.3199	946,777.00
12/4/2015	856,690.99	234.7099	856,925.70	12/3/2016	946,777.00	259.391	947,036.39
12/5/2015	856,925.70	234.7742	857,160.47	12/4/2016	947,036.39	259.462	947,295.85
12/6/2015	857,160.47	234.8385	857,395.31	12/5/2016	947,295.85	259.5331	947,555.38
12/7/2015	857,395.31	234.9028	857,630.21	12/6/2016	947,555.38	259.6042	947,814.99
12/8/2015	857,630.21	234.9672	857,865.18	12/7/2016	947,814.99	259.6753	948,074.66
12/9/2015	857,865.18	235.0316	858,100.21	12/8/2016	948,074.66	259.7465	948,334.41
12/10/2015	858,100.21	235.0959	858,335.31	12/9/2016	948,334.41	259.8176	948,594.23
12/11/2015	858,335.31	235.1604	858,570.47	12/10/2016	948,594.23	259.8888	948,854.11

HSA Go dstone Loan Interest Calculator

12/12/2015	858,570.47	235.2248	858,805.69	12/11/2016	948,854.11	259.96	949,114.07
12/13/2015	858,805.69	235.2892	859,040.98	12/12/2016	949,114.07	260.0313	949,374.11
12/14/2015	859,040.98	235.3537	859,276.33	12/13/2016	949,374.11	260.1025	949,634.21
12/15/2015	859,276.33	235.4182	859,511.75	12/14/2016	949,634.21	260.1738	949,894.38
12/16/2015	859,511.75	235.4827	859,747.23	12/15/2016	949,894.38	260.245	950,154.63
12/17/2015	859,747.23	235.5472	859,982.78	12/16/2016	950,154.63	260.3163	950,414.94
12/18/2015	859,982.78	235.6117	860,218.39	12/17/2016	950,414.94	260.3877	950,675.33
12/19/2015	860,218.39	235.6763	860,454.07	12/18/2016	950,675.33	260.459	950,935.79
12/20/2015	860,454.07	235.7408	860,689.81	12/19/2016	950,935.79	260.5304	951,196.32
12/21/2015	860,689.81	235.8054	860,925.62	12/20/2016	951,196.32	260.6017	951,456.92
12/22/2015	860,925.62	235.87	861,161.49	12/21/2016	951,456.92	260.6731	951,717.59
12/23/2015	861,161.49	235.9347	861,397.42	12/22/2016	951,717.59	260.7445	951,978.34
12/24/2015	861,397.42	235.9993	861,633.42	12/23/2016	951,978.34	260.816	952,239.16
12/25/2015	861,633.42	236.064	861,869.48	12/24/2016	952,239.16	260.8874	952,500.04
12/26/2015	861,869.48	236.1286	862,105.61	12/25/2016	952,500.04	260.9589	952,761.00
12/27/2015	862,105.61	236.1933	862,341.81	12/26/2016	952,761.00	261.0304	953,022.03
12/28/2015	862,341.81	236.258	862,578.06	12/27/2016	953,022.03	261.1019	953,283.13
12/29/2015	862,578.06	236.3228	862,814.39	12/28/2016	953,283.13	261.1735	953,544.31
12/30/2015	862,814.39	236.3875	863,050.77	12/29/2016	953,544.31	261.245	953,805.55
12/31/2015	863,050.77	236.4523	863,287.23	12/30/2016	953,805.55	261.3166	954,066.87

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: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled: **DEBTOR'S MOTION FOR ENTRY OF AN ORDER: (A) APPROVING SALE OF PROPERTY FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS; (B) APPROVING ASSUMPTION AND ASSIGNMENT OF EXISTING LEASE; (C) ALLOWING SECURED CLAIM; AND (D) GRANTING RELATED RELIEF; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF LULU KNOWLTON, TED HSU AND LAWRENCE PERKINS 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 **September 19, 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:

- Kyra E Andrassy kandrassy@swelawfirm.com, csheets@swelawfirm.com;gcruz@swelawfirm.com;hdavis@swelawfirm.com
- Alexandre I Cornelius aicornelius@costell-law.com, ssaad@costell-law.com;mharris@costell-law.com;jstambaugh@costell-law.com;ladelson@costell-law.com;jlcostell@costell-law.com
- Lei Lei Wang Ekvall lekvall@swelawfirm.com, csheets@swelawfirm.com;gcruz@swelawfirm.com;hdavis@swelawfirm.com
- Julie A Esposito cesarjuliem@yahoo.com, sensberg@aol.com
- John D Fiero jfiero@pszjlaw.com, ocarpio@pszjlaw.com
- John-Patrick M Fritz jpf@lnbyb.com, JPF.LNBYB@ecf.inforuptcy.com
- Barry S Glaser bglaser@swesq.com, erhee@swesq.com
- David B Golubchik dbg@lnbyb.com, dbg@ecf.inforuptcy.com
- Gail S Greenwood gggreenwood@pszjlaw.com, efitzgerald@pszjlaw.com
- David S Henshaw david@henshawlaw.com, info@henshawlaw.com
- Eve H Karasik ehk@lnbyb.com
- Jeffrey S Kwong jsk@lnbyb.com, jsk@ecf.inforuptcy.com
- Ian Landsberg ian@landsberg-law.com, casey@landsberg-law.com;lisa@landsberg-law.com;diana@landsberg-law.com;yesi@landsberg-law.com;ilandsberg@ecf.inforuptcy.com
- Robert S Lawrence rlawrence@callahan-law.com, mwalters@callahan-law.com
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- David W. Meadows david@davidwmeadowslaw.com
- Charles Alex Naegele alex@canlawcorp.com, alexnaegelelaw@gmail.com
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- Laura Palazzolo laura.palazzolo@berliner.com, sabina.hall@berliner.com
- Uzzi O Raanan uor@dgdk.com, DanningGill@gmail.com;uraanan@ecf.inforuptcy.com
- Jeremy V Richards jrichards@pszjlaw.com, bdassa@pszjlaw.com;imorris@pszjlaw.com
- Mark Romeo romeolaw@msn.com
- Robert M Saunders rsaunders@pszjlaw.com, rsaunders@pszjlaw.com
- Lindsey L Smith lls@lnbyb.com, lls@ecf.inforuptcy.com
- David A Trinh dtrinh@trinhlawfirm.com, kim@trinhlawfirm.com
- United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov
- James S Yan jsyan@msn.com

1 **2. SERVED BY UNITED STATES MAIL:** On **September 19, 2016**, I served the following persons
2 and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a
3 true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid,
4 and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be
5 completed no later than 24 hours after the document is filed.

6 Richardson & Maloney LLP
7 Attn: Ted Maloney
8 2321 Rosecrans Avenue, Suite 3225
9 El Segundo, CA 90245

10 ☐ Service information continued on attached page

11 **3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR**
12 **EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR,
13 on **September 19, 2016**, I served the following persons and/or entities by personal delivery, overnight
14 mail service, or (for those who consented in writing to such service method), by facsimile transmission
15 and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or
16 overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

17 **Served via Attorney Service**

18 Hon. Thomas B. Donovan
19 United States Bankruptcy Court
20 Edward R. Roybal Federal Building
21 255 E. Temple Street, Ctrm 1345
22 Los Angeles, CA 90012

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

25 September 19, 2016

26 Stephanie Reichert

27 /s/ Stephanie Reichert

28 Date

Type Name

Signature