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10 Wilshire State Bank

11 UNITED STATES BANKRUPTCY COURT  
12 CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION

13 In re ) Case No.: 6:11-bk-16835-CB  
14 ) Chapter 11

15 Rio Rancho Super Mall, LLC.,  
16 Debtor.

17 **SIXTH STIPULATION BETWEEN**  
18 **DEBTOR RIO RANCHO SUPER**  
19 **MALL, LLC. AND WILSHIRE STATE**  
20 **BANK RE USE OF CASH**  
21 **COLLATERAL AND ADEQUATE**  
22 **PROTECTION THROUGH**  
23 **NOVEMBER 15, 2011**

24 This Sixth Stipulation Regarding Cash Collateral and Adequate Protection (the  
25 "Stipulation") is effective as of September 30, 2011, and is entered into between and among Rio  
26 Rancho Super Mall, LLC., the Chapter 11 debtor and debtor in possession herein (the "Debtor"),  
27 and Wilshire State Bank ("WSB"). The Debtor and WSB are collectively referred to herein as  
28 the "Parties".

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RECITALS

1  
2 A. On March 2, 2011, (the "Petition Date"), the Debtor commenced the above-  
3 captioned bankruptcy case (the "Chapter 11 Case") by filing a voluntary petition for relief under  
4 Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") with the United States  
5 Bankruptcy Court for the Central District of California (the "Bankruptcy Court"). No trustee has  
6 been appointed and the Debtor continues to operate its business and manage its business affairs  
7 as a debtor in possession pursuant to Bankruptcy Code sections 1107 and 1108.

8 B. On the Petition Date, the Debtor was indebted to WSB pursuant to the terms and  
9 conditions of that Note dated as of April 6, 2006, in the original principal amount of \$10,422,000,  
10 made and executed by the Debtor and delivered to Mirae Bank, together with other documents  
11 executed in connection therewith, as amended from time to time, (the "Note").

12 C. On April 6, 2006, as part of the same loan transaction, the Debtor executed a deed  
13 of trust conveying a security interest in and to the real property herein described to Chicago Title  
14 Company, as trustee, for Mirae Bank as beneficiary to secure payment of the Note. The property  
15 is located in Riverside County, California, and is commonly known as 25211 Sunnymead Blvd.,  
16 Moreno Valley, California 92553 ("Real Property"). The deed of trust was acknowledged and  
17 duly recorded on April 18, 2006, as Document No. 2006-0278164 of the Official Records in the  
18 Office of the County Recorder of Riverside County, California.

19 D. In order to further secure the Note, the Debtor also executed an assignment of  
20 rents document entitled "Assignment of Rents" dated April 6, 2006, ("Assignment of Rents"), in  
21 which Debtor, as grantor, assigned to Mirae Bank all of the Debtor's right to rents from the  
22 Property. Said Assignment of Rents was recorded on or about April 18, 2006 as Document No.  
23 2006-0278165 of the Official Records in the Office of the County Recorder of Riverside County,  
24 California.

25 E. The Debtor also executed a Hazardous Substances Certificate and Indemnity  
26 Agreement ("Hazardous Substances Agreement") in favor of Mirae Bank on or about April 6,  
27 2006.

28 F. On or about March 31, 2009, the Debtor executed a Change in Terms Agreement

1 (“Change in Terms Agreement dated March 31, 2009”). Pursuant to the Change in Terms  
2 Agreement dated March 31, 2009, the terms of the Note were modified to temporarily lower the  
3 monthly payment amount and interest rate.

4 G. The books and records of WSB indicate that: (a) on or about June 26, 2009, WSB  
5 acquired all assets of Mirae Bank pursuant to that certain Purchase and Assumption Agreement  
6 with the Federal Deposit Insurance Corporation, including the Loan Documents more  
7 particularly described hereinbelow; (b) the Loan Documents are retained by WSB; (c) said Loan  
8 Documents have not been transferred to any third party; and (d) WSB is the holder of the Loan  
9 Documents.

10 H. On or about April 29, 2010, the Debtor executed a Change in Terms Agreement  
11 (“Change in Terms Agreement dated April 29, 2010”). Pursuant to the Change in Terms  
12 Agreement dated April 29, 2010, the terms of the Note were further modified to temporarily  
13 lower the Debtor’s monthly loan payment amount. In addition, the Debtor executed and  
14 delivered to Wilshire State Bank a general release as part of the Change in Terms Agreement  
15 dated April 29, 2010.

16 I. On or about October 8, 2010, Debtor executed a Change in Terms Agreement  
17 (“Change in Terms Agreement dated October 8, 2010”). Pursuant to the Change in Terms  
18 Agreement dated October 8, 2010, the terms of the Note were further modified to temporarily  
19 lower the monthly payment amount and interest rate. In addition, the Debtor executed and  
20 delivered to Wilshire State Bank a general release as part of the Change in Terms Agreement  
21 dated October 8, 2010.

22 J. Said Change in Terms Agreement dated March 31, 2009, Change in Terms  
23 Agreement dated April 29, 2010 and Change in Terms Agreement dated October 8, 2010 are  
24 hereinafter collectively referred to as “Change in Terms Agreements.”

25 K. The Note, Deed of Trust, Assignment of Rents, Change in Terms Agreements,  
26 Hazardous Substances Agreement, and other associated loan documents, are collectively referred  
27 to hereinafter as “Loan Documents.”  
28

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1 L. As of March 2, 2011, which is the Petition Date, the remaining balance due under  
2 the Note is as follows: (a) The principal balance was \$9,812,503.44; (b) The accrued interest was  
3 \$172,889.89; (c) The late charges balance was \$10,000; and (d) The sum of unpaid fees,  
4 including but not limited to, court costs, foreclosure fees and attorneys' fee to be determined  
5 later. WSB further alleges that interest continues to accrue at the applicable rate as set forth in  
6 the Loan Documents.

7 M. On March 3, 2011, the Court granted the Debtor's emergency motion to use cash  
8 collateral filed on March 2, 2011 ("Emergency Motion").

9 N. WSB and Debtor previously entered into a stipulation authorizing the Debtor to  
10 use cash collateral through May 31, 2011 (the "First Stipulation") pursuant to the terms and  
11 condition set forth in the First Stipulation, as modified by the order entered by the Court on April  
12 8, 2011 approving the First Stipulation.

13 O. WSB and Debtor subsequently entered into a stipulation authorizing the Debtor to  
14 use cash collateral through June 30, 2011 (the "Second Stipulation") pursuant to the terms and  
15 condition set forth in the Second Stipulation, as modified by the order entered by the Court on  
16 June 10, 2011 approving the Second Stipulation.

17 P. WSB and Debtor subsequently entered into a stipulation authorizing the Debtor to  
18 use cash collateral through July 31, 2011 (the "Third Stipulation") pursuant to the terms and  
19 condition set forth in the Third Stipulation, as modified by the order entered by the Court on July  
20 8, 2011 approving the Third Stipulation.

21 Q. WSB and Debtor subsequently entered into a stipulation authorizing the Debtor to  
22 use cash collateral through August 31, 2011 (the "Fourth Stipulation") pursuant to the terms and  
23 condition set forth in the Fourth Stipulation, as modified by the order entered by the Court on  
24 August 4, 2011 approving the Fourth Stipulation.

25 R. WSB and Debtor subsequently entered into a stipulation authorizing the Debtor to  
26 use cash collateral through September 30, 2011 (the "Fifth Stipulation") pursuant to the terms  
27 and condition set forth in the Fifth Stipulation, as modified by the order entered by the Court on  
28 September 19, 2011 approving the Fifth Stipulation.

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1 S. The Debtor has requested and, subject to Court approval, WSB has consented to  
2 the Debtor's use of cash collateral through November 15, 2011 for purposes described in the  
3 Debtor's proposed Budget attached hereto as Exhibit "1" and WSB is willing to consent to the  
4 use of cash collateral until the occurrence of a "Termination Event" (defined below) subject to  
5 the terms and conditions set forth herein.

6 WHEREFORE, the Parties hereby stipulate and agree as follows:

7 **AGREEMENT**

8 1. Accuracy of Recitals. The foregoing recitals are true and correct and shall be  
9 binding for all purposes upon the Debtor and WSB.

10 2. Conditions Precedent. The effectiveness of this Stipulation is subject to the  
11 complete satisfaction of each and every one of the following conditions precedent.

12 a. The Debtor shall have duly executed and delivered this Stipulation to  
13 WSB; and

14 b. The above entitled Court, after notice and hearing, shall have entered its  
15 order, in form and substance satisfactory to WSB, ("Order"), approving this Stipulation and the  
16 Debtor's execution and performance of it.

17 3. Use of Cash Collateral. Subject to the terms of this Stipulation, WSB hereby  
18 consents to the Debtor's use of (a) cash collateral in existence as of the Petition Date or (b) cash  
19 collateral subsequently collected in the ordinary course of the Debtor's business after the Petition  
20 Date to the "Termination Date" (defined below), and (c) all proceeds of such cash collateral  
21 (collectively, the "Cash Collateral") to make payments for post-petition operating expenses of  
22 the Debtor incurred in the ordinary course of business as set forth in the Debtor's Amended  
23 budget (the "Budget") attached hereto as Exhibit "1." The Debtor may not exceed in any period  
24 any budgeted line item in excess of fifteen percent (15%) without prior written consent of WSB.  
25 Any Budget savings in one month may be carried over to subsequent months.

26 4. Budget. Upon written consent of both Parties, the Parties may extend and/or  
27 amend the Budget from time to time. Such consent will be documented in the form of a Notice of  
28

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1 Further Extension of Cash Collateral Stipulation which shall set forth any changes in the terms of  
2 this Stipulation.

3 5. Limitation on Authorization. Nothing in this Stipulation shall authorize the  
4 Debtor to use Cash Collateral generated after the Petition Date from the sale or disposition of  
5 assets outside of the ordinary course of business of the Debtor.

6 6. Adequate Protection. As adequate protection for the Debtor's use of Cash  
7 Collateral:

8 a. The Debtor shall pay monthly payment of \$35,000 each. The first  
9 payment shall be due on or before October 1, 2011 and subsequent monthly payments shall be  
10 due on the first (1<sup>st</sup>) calendar day of each month during the term of this Stipulation.

11 b. The Debtor hereby grants to WSB, as security for the obligations of the  
12 Debtor to WSB, a post-petition security interest in and replacement lien upon the following  
13 "Post-Petition Collateral": all present and future real and personal property of the Debtor's  
14 estate, including all accounts (including post-petition accounts receivable arising post-petition  
15 notwithstanding the provisions of Bankruptcy Code §552), chattel paper, deposit accounts,  
16 documents, documents of title, goods (including all inventory, equipment and fixtures),  
17 instruments, investment property (including all certificated and uncertificated securities,  
18 securities entitlements, securities accounts, commodity contracts and commodity accounts), letter  
19 of credit rights, money, and general intangibles, all supporting obligations and security for any of  
20 the foregoing and all proceeds of the foregoing (including all distributions made on account of  
21 any of the foregoing, all claims arising from the loss, nonconformity, or interference with the use  
22 of, or defects or infringement of rights in, any of the foregoing and any insurance payable by  
23 reason of any such loss, nonconformity, interference, defects or infringement), which security  
24 interests and replacement liens on the Post-Petition Collateral shall have priority over all existing  
25 and future liens and encumbrances on such property other than: (i) existing liens in favor of  
26 WSB, and (ii) existing liens on or security interests in any specific items of equipment which is  
27 (or are) the subject of a pre-petition lease between the Debtor and a third party, but only to the  
28 extent such liens (or security interests) were duly perfected pre-petition. Such security interests

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1 and replacement liens as are granted to WSB hereunder shall secure the obligations of the Debtor  
2 to WSB.

3 c. The Debtor will maintain and insure the Real Property and the Post-  
4 Petition Collateral (collectively, the "Collateral") in accordance with the requirements of the  
5 Loan Documents and the Guidelines and Requirements of the Office of the U.S. Trustee.

6 d. The Debtor will permit WSB to inspect and review the Debtor's financial  
7 records in accordance with the Loan Documents upon reasonable advance written notice and  
8 request to the Debtor's counsel.

9 e. The Debtor will permit WSB to inspect and review the physical condition  
10 of the Collateral, including but not limited to WSB's access to the Collateral for appraisals and  
11 environmental reports, e.g., Phase I Environmental Site Assessment, upon reasonable advance  
12 written notice and request to the Debtor's counsel.

13 f. The Debtor shall not sell or dispose of any property outside the ordinary  
14 course of business without Bankruptcy Court approval.

15 g. As a condition to the Debtor's right to use Cash Collateral as provided in  
16 this Stipulation, the Debtor shall provide WSB with a list of all depository institutions at which it  
17 maintains any of its deposit accounts, including debtor in possession accounts, together with a  
18 list of account numbers. By service of the Order approving this Stipulation along with this  
19 Stipulation, on each such depository institution, such institutions shall be advised that: (i) WSB  
20 has a security interest in each deposit account maintained at such depository institution, (ii) WSB  
21 shall be deemed to have sufficient control of such deposit accounts for purposes of perfecting its  
22 security interests therein under applicable non-bankruptcy law, and (iii) the depository institution  
23 is prohibited from setting off or debiting from any such account monies that the depository  
24 claims are owed to such depository other than customary debits for returned items in accordance  
25 with applicable law, and reasonable and customary fees for the maintenance and administration  
26 of such deposit accounts, and similar customary fees charged to depositors, such as fees  
27 associated with checks that are deposited in the Debtor's accounts, but are returned by the  
28 drawee bank for insufficient funds (i.e. "NSF" checks written by payors to the Debtor).

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1           7.       Administrative Priority Claim. To the extent that the adequate protection  
2 provided herein fails to protect WSB against any post-petition diminution in the value of the  
3 Collateral due to expenditure of Cash Collateral or otherwise, WSB shall be entitled to an  
4 administrative expense claim pursuant to Section 507(b) of the Bankruptcy Code with priority  
5 over any and all other administrative expense claims of any kind payable or allowed pursuant to  
6 any provision of Bankruptcy Code, including, but not limited to, Section 105, 326, 328, 503(b),  
7 507(a) and 507(b) of Bankruptcy Code.

8           8.       Automatic Perfection of Replacement Liens. WSB shall not be required to file  
9 any financing statement, notice of lien or similar instrument in any jurisdiction or take any other  
10 action in order to perfect the post-petition security interest and liens created hereunder because  
11 all such post-petition security interests and liens are automatically perfected upon entry of the  
12 Order approving this Stipulation. WSB may, in its sole discretion, file such financing statement,  
13 notices of liens or similar instruments. If WSB chooses, in its sole discretion, to file such  
14 financing statement, notices of liens or similar instruments, all such documents shall be deemed  
15 to have been filed or recorded on the Petition Date whether or not so filed or recorded on such  
16 date, and the automatic stay of section 362 of Bankruptcy Code shall be deemed vacated and  
17 modified to permit the filing of any of the foregoing.

18           9.       Further Assurances. The Debtor agrees that it will, from time to time, execute  
19 and deliver to WSB any statement, assignment, instrument, document, agreement or other paper  
20 and take any other action that WSB may reasonably request to implement the provisions of this  
21 Stipulation.

22           10.      Information. The Debtor is required to provide the following information to  
23 WSB, c/o Ryan Park, Special Asset Department, 3200 Wilshire Blvd., 8<sup>th</sup> Floor, Los Angeles,  
24 California 90010. By last Friday of each calendar month, WSB shall receive from the Debtor  
25 monthly reports for the prior month just ending as of the last day of the prior month regarding:

26                   a.       cash receipts and disbursements and sales generated in the same from as  
27 the Budget along with detailed back up, together with a schedule of variances from the Budget;

28                   b.       [Intentionally deleted]



1 c. summaries of monthly accounts receivable and post-petition account totals  
2 along with detailed back up of all accounts receivable and accounts payable transactions;

3 d. a "Budget Variance Report" itemizing per line item on the Budget the  
4 variance between the budgeted amount and the actual amount expended in the prior month,  
5 together with an explanation of any expenditures in excess of what was budgeted and any  
6 "adjustment" items set forth in such Budget Variance Report; and

7 e. a certificate signed by an authorized signatory, certifying that the Debtor is  
8 in compliance with this Stipulation.

9 In addition to the foregoing monthly reports, the Debtor shall provide to  
10 WSB as soon as they submitted to the Office of the United States Trustee a copy of the Debtor's  
11 monthly operating reports.

12 Furthermore, the Debtor shall deliver to WSB as and when due post-  
13 petition, all of the following items:

14 g. copies of bank statements for all deposit accounts held by the Debtor on a  
15 monthly basis, no later than 5 business days after the Debtor's receipt thereof.

16 11. Termination Events. This Stipulation shall terminate upon the occurrence of any  
17 of the following events ("Termination Events"):

18 a. November 15, 2011, without a further extension of this Stipulation and/or  
19 order authorizing the use of Cash Collateral after November 15, 2011;

20 b. The filing by the Debtor of any appeal, request for rehearing on, or other  
21 challenge to the Bankruptcy Court Order approving this Stipulation;

22 c. The failure to comply with the reporting and access requirements provided  
23 in this Stipulation;

24 d. The use of Cash Collateral in a way that exceeds by 15% or more from the  
25 Budget as a whole or from any weekly or individual line-item in the Budget unless WSB  
26 consents to such deviation;

27  
28

- 1 e. The appointment of a Chapter 11 trustee or examiner with any powers  
2 other than those set forth in Bankruptcy Code sections 1106(a)(3) and (4), unless WSB consents  
3 to such powers;
- 4 f. The dismissal of the Debtor's case or conversion to a case under Chapter  
5 7;
- 6 g. The granting of relief from the automatic stay to permit any party to  
7 recover possession of any property used in the Debtor's businesses or operations of a value of  
8 \$25,000 or greater, or of properties used in the Debtor's businesses or operations of an aggregate  
9 value of \$50,000 or greater.
- 10 h. The Debtor's breach of any term or provision of this Stipulation;
- 11 i. The Debtor's use of collateral for any purpose or in any amount not  
12 permitted hereunder or the Loan Documents;
- 13 j. Any post-petition lender to the Debtor or any other creditor of the Debtor  
14 acquires a post-petition security interest in or lien upon any property of the Debtor or the  
15 Debtor's estate having priority over the security interests and liens in such property held by  
16 WSB, unless WSB consents to such subordination;
- 17 k. Confirmation of a plan or reorganization; or
- 18 l. The Debtor's failure to comply with any of the conditions for the Debtor's  
19 use of Cash Collateral as set forth in Section 2 of this Stipulation.

20 Upon the occurrence of any of the Termination Events enumerated in this section,  
21 WSB shall send notice to the Debtor, counsel for the Debtor, counsel for any official committee  
22 appointed in this case, and the United States Trustee (collectively, the "Notice Parties") that  
23 WSB has terminated its consent to the Debtor's use of the Cash Collateral. Such notice shall be  
24 sent to the Debtor and counsel for the Debtor via facsimile and overnight delivery. Such  
25 termination shall be effective five (5) days after the date upon which such notice has been  
26 received by the Notice Parties ("Termination Date"). The Debtor may seek Court approval of its  
27 continued use of Cash Collateral on shortened notice so as to be heard prior to expiration of this  
28 five (5) day notice period.

1 12. Remedies upon the Occurrence of a Termination Event. Upon the occurrence of  
2 any Termination Event, in addition to any rights or remedies provided in the Loan Documents  
3 and applicable bankruptcy law, and in the event WSB gives the Debtor and any creditors'  
4 committee notice of such default, and unless such default is cured or an order of the Bankruptcy  
5 Court is entered staying surrender, then within five (5) business days after such notice is given,  
6 WSB, as its sole discretion, may;

7 a. Immediately terminate its consent to the Debtor's use of Cash Collateral;

8 b. Declare all obligations of WSB, if any, pursuant to this Stipulation to be  
9 terminated, whereupon the obligation of WSB shall immediately terminate;

10 c. The Debtor shall forthwith surrender possession of any and all Collateral  
11 to WSB, and, with respect to the Collateral, the Debtor stipulates that WSB shall have relief from  
12 the automatic stay, and may seek an ex parte court order to enforce the terms of this stipulation  
13 and its rights as secured creditor.

14 13. Subsequent Use of Cash Collateral. Nothing in this Stipulation shall prohibit the  
15 Debtor or any trustee from seeking authority to use cash collateral following the termination of  
16 the Debtor's right to use cash collateral pursuant to the provisions of this Stipulation.

17 14. Effectiveness. This Stipulation shall become effective on a final basis upon entry  
18 of an order by Bankruptcy Court approving the same acceptable in form and substance to WSB.

19 15. Counterparts. This Stipulation may be signed in any number of counterparts, each  
20 of which shall be an original, with the same effect as if the signature thereto were upon the same  
21 instrument. This Stipulation may be executed by the facsimile delivery of a signature page.

22 16. No Waiver; Reservation of Rights. Nothing in this Stipulation shall constitute a  
23 waiver of forbearance of any default or event of default under the applicable agreements. The  
24 Parties may have or acquire claims against the other party in addition to the claims recited herein  
25 and nothing in this Stipulation constitutes a waiver or forbearance of any such claims. Except as  
26 expressly provided herein, WSB reserves all its rights and remedies against the Debtor, the  
27 Debtor's assets and third parties, subject to the provisions of the Bankruptcy Code. WSB does  
28 not waive and expressly reserves the right to file a separate motion for relief for the automatic

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1 stay with respect to the Collateral, a motion to appoint a Chapter 11 Trustee or a motion to  
2 dismiss the bankruptcy case. WSB shall have the right to waive any of the rights, remedies or  
3 powers granted in this Stipulation and shall have no obligation or duty to any other party or  
4 parties with respect to the exercise of said rights, remedies or duties. Delay in or failure to  
5 exercise any of said rights, remedies or duties shall not subject WSB to any liability to the  
6 Debtor or to any other party, nor shall any other party rely upon or in any way seek to assert as a  
7 defense to any obligations owing to WSB as a result of such failure or delay.

8 17. Enforceability. This terms and conditions of this Stipulation have been negotiated  
9 by the parties at arms' length and in good faith and are fair and reasonable under the  
10 circumstances, and this Stipulation shall be enforceable against the Parties in accordance with its  
11 terms. This Stipulation shall be binding upon and shall inure to the benefit of the Parties hereto  
12 and their successors in interest, including any successor to WSB and any trustee appointed for  
13 the Debtor's estate, and including any trustee appointed after any conversion of the Debtor's case  
14 to a case under Chapter 7 of the Bankruptcy Code.

15 [Signatures on Next Page]  
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3435 Wilshire Blvd., Suite 1720  
Los Angeles, CA 90010-2003

1 IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be duly  
2 executed by their respective authorized signatories.

3 **WILSHIRE STATE BANK:**

4 WILSHIRE STATE BANK, a  
California Banking Corporation

5 Dated: October , 2011

By:

Hilda Kelley, FVP & Manager  
of Special Assets Department

7 **Approved as to Form:**

8 KIM, PARK, CHOI & YI

9 Dated: October , 2011

By:

10 John H. Choi, Attorneys for  
11 Secured Creditor Wilshire State  
Bank

12 **DEBTOR IN POSSESSION:**

13 RIO RANCHO SUPER MALL,  
14 LLC, Debtor and Debtor in  
Possession

15 Dated: x October 4, 2011

By:

16 Eric Sangyul Kim, Manager

17 Dated: x October 4, 2011

18 Kwang Sung Kim, Member

19 **Approved as to Form:**

20 LAW OFFICES OF THOMAS  
21 E. KENT

22 Dated: October 4, 2011

By:

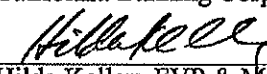
23 Thomas E. Kent, Esq.  
24 Attorneys for Debtor and Debtor  
25 in Possession Rio Rancho Super  
26 Mall, LLC.  
27  
28

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1 IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be duly  
2 executed by their respective authorized signatories.

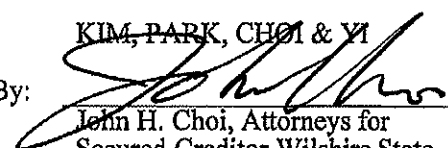
3 **WILSHIRE STATE BANK:**

4  
5 Dated: October 4, 2011

WILSHIRE STATE BANK, a  
California Banking Corporation  
By:   
Hilda Kelley, FVP & Manager  
of Special Assets Department

7 **Approved as to Form:**

8  
9 Dated: October 4, 2011

KIM, PARK, CHOI & YI  
By:   
John H. Choi, Attorneys for  
Secured Creditor Wilshire State  
Bank

12 **DEBTOR IN POSSESSION:**

13  
14  
15 Dated: October , 2011

RIO RANCHO SUPER MALL,  
LLC, Debtor and Debtor in  
Possession  
By: \_\_\_\_\_  
Eric Sangyul Kim, Manager

16  
17 Dated: October , 2011

\_\_\_\_\_  
Kwang Sung Kim, Member

19 **Approved as to Form:**

20  
21  
22 Dated: October , 2011

LAW OFFICES OF THOMAS  
E. KENT  
By: \_\_\_\_\_  
Thomas E. Kent, Esq.  
Attorneys for Debtor and  
Debtor in Possession Rio  
Rancho Super Mall, LLC.

Kim Park Choi & Yi  
3435 Wilshire Blvd., Suite 1720  
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## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
2600 W Olive Ave., 5<sup>th</sup> Floor, Burbank, CA 91505

A true and correct copy of the foregoing document described as SIXTH STIPULATION BETWEEN DEBTOR RIO RANCHO SUPER MALL, LLC. AND WILSHIRE STATE BANK RE USE OF CASH COLLATERAL AND ADEQUATE PROTECTION THROUGH NOVEMBER 15, 2011 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 indicated below:

**I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On October 6, 2011, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

- John H Choi johnchoi@kpcylaw.com
- Christine M Fitzgerald cfitzgerald@scckg.com, nnarag@scckg.com;cbenson@scckg.com
- Barry R Gore bgore@scckg.com, nnarag@scckg.com;cbeson@scckg.com
- Everett L Green everett.l.green@usdoj.gov
- Thomas E Kent tekesq@gmail.com
- Steve J Kim stevejwkim@gmail.com
- William W Kim william@parkandlim.com
- John Park jparkatty@sbcglobal.net
- Martha E Romero Romero@mrromerolawfirm.com
- United States Trustee (RS) ustpreion16.rs.ecf@usdoj.gov

Service information continued on attached page

**II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL**(indicate method for each person or entity served):

On October 6, 2011, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

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

Service information continued on attached page

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

October 6, 2011                      Melissa Wilner                      /s/ Melissa Wilner  
Date                                      Type Name                                      Signature

<p><b><u>Via Federal Express</u></b>  <u>U.S. BANKRUPTCY JUDGE</u>          HONORABLE CATHERINE E. BAUER          BANKRUPTCY JUDGE          3420 Twelfth Street, Ctrm 303          Riverside, CA 92501-3819</p>	
<p><b><u>Via U.S. Mail</u></b>  <u>UNITED STATES TRUSTEE</u>          Everett L. Green, Esq.          Office of U.S. Trustee          3685 Main Street, Suite 300          Riverside, CA 92501</p>	<p><u>Attorney for Butterfield Valley Partners</u>          c/o Ryan Stearns, Esq.          Stearns Kim &amp; Stearns          3424 Carson Street, Suite 670          Torrance, CA 90503</p>
<p><u>Attorney for Wilshire State Bank</u>          John H. Choi, Esq.          Kim, Park, Choi &amp; Yi          3435 Wilshire Blvd. Suite 1720          Los Angeles, CA 90010-2003</p>	<p><u>REQUEST FOR SPECIAL NOTICE</u>  <u>Attorney for Butterfield Valley Partners</u>          c/o Christine M. Fitzgerald, Esq.          Smith Campbell Clifford Kearney Gore          3424 Carson St., Ste. 350          Torrance, CA 90503</p>
<p><u>Attorney for Pacific City Bank</u>          Troy Ahn, Esq.          3600 Wilshire Blvd. #432          Los Angeles, CA 90010</p>	<p><u>Attorney for Butterfield Valley Partners</u>          c/o Barry Gore, Esq.          Smith Campbell Clifford Kearney Gore          3424 Carson St., Ste. 350          Torrance, CA 90503</p>
<p><u>Attorney for Saehan Bank</u>          c/o William W. Kim, Esq.          c/o Heesok Park, Esq.          Park &amp; Lim          3435 Wilshire Blvd. #2920          Los Angeles, CA 90010</p>	<p><u>Attorney for BFG Company</u>          Norman Levine, Esq.          Greenberg Glusker Fields Claman &amp;          Machtinger          1900 Avenue of the Stars, 21<sup>st</sup> Floor          Los Angeles, California 90067</p>
<p><u>UNSECURED CREDITORS</u>  <u>Attorney for Lamar Advertising</u>          Badger Law Office          5005 La Mark Drive #101          Riverside, CA 92507</p>	<p><u>Attorney for Riverside County Treasurer-Tax</u>          c/o Martha Romero          Romero Law Firm          BMR Professional Bldg          6516 Bright Ave.          Whittier, CA 90601</p>
<p>Wilshire State Bank          c/o Ryan Park          3200 Wilshire Boulevard, 8<sup>th</sup> Floor</p>	

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



Los Angeles, CA90010	
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