## EXHIBIT A

[Additional Written Consents]

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Chapter 11

SECURITY NATIONAL PROPERTIES FUNDING III, LLC, et al., I

Case No. 11-13277 (KG)

Joint Administration

Debtors.

# STIPULATION BY THE WEST MICHIGAN DISTRICT OF THE WESLEYAN CHURCH EXTENDING TIME FOR ASSUMPTION OR REJECTION OF LEASE PURSUANT TO 11 U.S.C. 365

The above-captioned debtors and debtors-in-possession (collectively, the "Debtors") hereby submit to this Court this stipulation (the "Stipulation") entered into by and among The West Michigan District of the Wesleyan Church, Inc, as landlord (the "Landlord"), and debtor Sequoia Investments V, LLC, as tenant (the Landlord and debtor together, the "Parties") to extend the time for rejection or assumption of the Lease between the Parties.

#### RECITALS

- A. WHEREAS, on October 1, 2011, Sequoia Investments V, LLC, entered into a Lease Agreement (the "Lease") with the Landlord respect to certain real property located at the Orchards Mall, 1860 Pipestone Road, Benton Harbor, Michigan.
- B. WHEREAS, on October 13, 2011 (the "Filing Date"), the Debtors each filed a petition for relief in the United States Bankruptcy Court for the District of Delaware under chapter 11 of title 11 of the United States Code (11 U.S.C. 101 et. seq. and, hereinafter, the "Code")
- C. WHEREAS, Sequoia Investments V, LLC has the right to assume or reject the Lease pursuant to Section 365 of the Code.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Security National Properties Funding III, LLC (4558), ITAC 190, LLC (4378), Security National Properties Funding II, LLC (9204), Sequoia Investments III, LLC (7204), Sequoia Investments V, LLC (5313), Sequoia Investments XIV, LLC (4387), Sequoia Investments XV, LLC (3814), Sequoia Investments XVIII, LLC (6160), and Security National Properties-Alaska, LLC (6563). The mailing address for all of the Debtors for the purpose of these cases is 3050 Westfork Drive, Baton Rouge, LA 70816.

- D. WHEREAS, Sequoia Investments V, LLC's right to assume or reject the Lease pursuant to Section 365 of the Code shall expire on July 31, 2013, after which date, absent extension, the Lease shall be deemed rejected pursuant to Section 365(d)(4) of the Code.
- E. WHEREAS, pursuant to Section 365(d)(4)(B)(ii) of the Code, the Landlord has agreed to extend Sequoia Investments V, LLC's right to assume or reject the Lease to and including September 30, 2013, provided that, Sequoia Investments V, LLC agrees to do the following:
- 1. As required by Section 365 (d) (3) of the Code, timely pay any rent due and payable by Sequoia Investments V, LLC under the Lease; and
- 2. Remit payment of \$38,291.00 plus any interest due on or before August 30, 2013 to be applied for the portion of the 2011 real estate taxes due by Sequoia Investments V, LLC to Berrien County pursuant to that Settlement Agreement and Lease between the Parties. If Sequoia Investments V, LLC exercises its right to assume the lease, the \$38,291.00 payment shall be credited on a dollar-for-dollar basis against any outstanding cure amount due (as of the date payment is received by the Treasurer) from Sequoia Investments V, LLC to the Landlord; and
- 3. The payment described in Paragraph 2, shall be made by check payable to the Berrien County Treasurer; and
- 4. If Sequoia Investments V, LLC exercises its right to assume the lease, Sequoia Investments V, LLC will pay the portion of the 2011 real estate taxes due by Sequoia Investments V, LLC to Berrien County pursuant to that Settlement Agreement between the Parties, at the time that the Lease is assumed by Sequoia Investments V, LLC; and

#### STIPULATION

NOW, THEREFORE, based on the foregoing, the Parties hereby stipulate and agree as follows:

- 1. The Parties hereby agree that, notwithstanding the provisions of the Code, the deadline for Sequoia Investments V, LLC to assume or reject the Lease is extended to September 30, 2013, pursuant to Section 365 of the Code, provided that Sequoia Investments V, LLC has agreed to do the following:
- a. As required by Section 365 (d) (3) of the Code, timely pay any rent due and payable by Sequoia Investments V, LLC under the Lease; and
- b. Remit payment of \$38,291.00 plus any interest due on or before August 30, 2013 to be applied for the portion of the 2011 real estate taxes due by Sequoia Investments V, LLC to Berrien County pursuant to that Settlement Agreement and Lease between the Parties. If Sequoia Investments V, LLC exercises its right to assume the lease, the \$38,291.00 payment shall be credited on a dollar-for-dollar basis against any outstanding cure amount due (as of the date payment is received by the Treasurer) from Sequoia Investments V, LLC to the Landlord; and
- c. The payment described in Paragraph 1.b. shall be made by check payable to the Berrien County Treasurer; and

- d. If Sequoia Investments V, LLC exercises its right to assume the lease, Sequoia Investments V, LLC will pay the portion of the 2011 real estate taxes due by Sequoia Investments V, LLC to Berrien County pursuant to that Settlement Agreement between the Parties, at the time that the Lease is assumed by Sequoia Investments V, LLC; and
- 2. This stipulation may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall be one and the same Stipulation. A facsimile of any party's signature to this Stipulation shall be treated as an original for all purposes of this Stipulation and shall be fully effective to bind such party to the terms of this Stipulation.
- 3. The Bankruptcy Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Stipulation.

July <u>23</u>, 2013 Wilmington, Delaware

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The West Michigan District of the

Wesleyan Church, Inc.

A Michigan ecclesiastical corporation

Landlord

### IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Chapter 11

SECURITY NATIONAL PROPERTIES

Case No. 11-13277 (KG)

FUNDING III, LLC, et al.,1

Joint Administration

Debtors.

# STIPULATION BY CHIN CHUNG AND JINNI CHUNG EXTENDING TIME FOR ASSUMPTION OR REJECTION OF LEASE PURSUANT TO 11 U.S.C. 365

The above-captioned debtors and debtors-in-possession (collectively, the "Debtors") hereby submit to this Court this stipulation (the "Stipulation") entered into by and among Chin Chung and Jinni Chung, as landlord (the "Landlord"), and debtor Security National Properties Funding, LLC ("SNPF"), as tenant (the Landlord and SNPF together, the "Parties") to extend the time for rejection or assumption of the Lease between the Parties.

#### RECITALS

- WHEREAS, on September 15, 2004, SNPF, assumed a Lease Agreement (the "Lease") with the Landlord respect to certain real property located at 222 South 9th Street, Lincoln, Nebraska. A.
- WHEREAS, on October 13, 2011 (the "Filing Date"), the Debtors each filed a petition for relief in the United States Bankruptcy Court for the District of Delaware under chapter 11 of title 11 В. of the United States Code (11 U.S.C. 101 et. seq. and, hereinafter, the "Code")
- WHEREAS, SNPF has the right to assume or reject the Lease pursuant to Section 365 of the C. Code.
- WHEREAS, SNPF's right to assume or reject the Lease pursuant to Section 365 of the Code D. shall expire on July 31, 2013, after which date, absent extension, the Lease shall be deemed rejected pursuant to Section 365(d)(4) of the Code.
- WHEREAS, pursuant to Section 365(d)(4)(B)(ii) of the Code, the Landlord has agreed to extend SNPF's right to assume or reject the Lease to and including September 30, 2013, provided

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Security National Properties Funding III, LLC (4558), ITAC 190, LLC (4378), Security National Properties Funding, LLC (4037), Security National Properties Funding II, LLC (9204), Sequoia Investments III, LLC (7204), Sequoia Investments V, LLC (5313), Sequoia Investments XIV, LLC (4387), Sequoia Investments XV, LLC (3814), Sequoia Investments XVIII, LLC (6160), and Security National Properties-Alaska, LLC (6563). The mailing address for all of the Debtors for the purpose of these cases is 3050 Westfork Drive, Baton Rouge, LA 70816.

that, as required by Section 365(d)(3) of the Code, SNPF timely pays any rent due and payable by SNPF under the Lease.

#### **STIPULATION**

NOW, THEREFORE, based on the foregoing, the Parties hereby stipulate and agree as follows:

- 1. The Parties hereby agree that, notwithstanding the provisions of the Code, SNPF may assume or reject the Lease on or prior September 30, 2013, pursuant to Section 365 of the Code, provided that SNPF has timely paid all rents due and payable under the Lease up to and through the date upon which SNPF exercises its right to assume or reject the Lease.
- 2. This stipulation may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall be one and the same Stipulation. A facsimile of any party's signature to this Stipulation shall be treated as an original for all purposes of this Stipulation and shall be fully effective to bind such party to the terms of this Stipulation.
- 3. The Bankruptcy Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Stipulation.

June <u>28</u>, 2013 Wilmington, Delaware

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