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ORIGINAL

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number <b>Weiland, Golden</b> <b>Smiley, Wang Ekvall &amp; Strok, LLP</b> Philip E. Strok, State Bar No. 169296 650 Town Center Drive, Suite 950 Costa Mesa, CA 92626 Phone: 714-966-1000 Fax: 714-966-1002	FOR COURT USE ONLY <div style="border: 2px solid black; padding: 5px; text-align: center;"> <b>FILED</b>  <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <b>MAR 30 2007</b> </div> <small>CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY Deputy Clerk</small> </div>
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA</b>	
In re:  SPECTRUM RESTAURANT GROUP, INC., a Delaware corporation, et al.   <div style="text-align: right;">Debtor(s).</div>	CASE NO.: SA 06-11444 ES  Chapter 11 Case

**NOTICE OF SALE OF ESTATE PROPERTY**

<b>Sale Date:</b> May 1, 2007	<b>Time:</b> 10:30 a.m.
<b>Location:</b> Courtroom 5A, 411 West Fourth Street, Santa Ana, CA 92701	

Type of Sale:     Public:     Private:    Last date to file objections: April 17, 2007

Description of Property to be Sold: See Attached Notice (Spoons - Oceanside)

Terms and Conditions of Sale: See Attached Notice

Proposed Sale Price: At least \$730,000

Overbid Procedure (If Any): Subject to overbid on Sale Date - See Attached Notice

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:  
May 1, 2007 at 10:30 a.m., Courtroom 5A

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e:mail address):

Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP

Attn: Philip E. Strok

650 Town Center Drive, Suite 950

Costa Mesa, California 92626

Telephone (714) 966-1000; Facsimile (714) 966-1002; Email: PStrok@wgllp.com

Date: March 29, 2007

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10 General Insolvency Counsel for Debtor  
11 and Debtor-in-Possession

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

15 In re )  
16 SPECTRUM RESTAURANT GROUP, INC., )  
17 a Delaware corporation; GRANDY'S, INC., )  
18 a California corporation; SPOONS )  
19 RESTAURANTS, INC., a Texas )  
20 corporation; SPECTRUM FOODS, INC., a )  
21 California corporation; CRABBY BOB'S )  
22 FRANCHISE CORP., a California )  
23 corporation; LOCAL FAVORITE, INC., a )  
24 California corporation; Substantively )  
25 consolidated reorganized debtors under )  
26 Case No. SA 03-15911 ES,

27 Debtor and )  
28 Debtor-in-Possession.

Case No.: SA 06-11444 ES

Chapter 11 Case

**NOTICE OF HEARING ON  
DEBTOR-IN-POSSESSION'S MOTION  
FOR ORDER AUTHORIZING AND  
APPROVING:**

- (1) **SALE OF CERTAIN ASSETS OF THE ESTATE FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS;**
- (2) **TRADEMARK LICENSE;**
- (3) **ASSUMPTION AND ASSIGNMENT OF UNEXPIRED LEASE; AND**
- (4) **EMPLOYMENT AND PAYMENT OF REAL ESTATE BROKER (ERA NEW STAR REALTY & INVESTMENT)**

[Spoons Grill & Bar - Oceanside at 2725 Vista Way, Oceanside, California]

**DATE: May 1, 2007**  
**TIME: 10:30 a.m.**  
**CTRM: 5A**



1 encompassing fare such as hamburgers, sandwiches, tacos and an array of "Tex-Mex"  
2 appetizers. Spoons restaurants are designed to offer customers a fresh, value-oriented  
3 alternative to traditional quick-service restaurants. Spoons restaurants are generally  
4 housed in free-standing structures in heavily traveled areas.

5 Pursuant to the Debtor's plan of converting its Spoons restaurants to National  
6 Sports Grill franchises, the Debtor has actively pursued potential buyers and franchisees.  
7 The Debtor advertised its franchise potentials at the West Coast Franchise Show,  
8 contacted regional business brokers, sent out targeted mailers, and researched and  
9 contacted prospective franchisees.

10 Spoons Oceanside has experienced a gradual decline in sales for the past several  
11 years. Due to declining sales at Spoons Oceanside, there was marginal interest in the  
12 restaurant. Dexie M. Hong ("Purchaser") proposed the highest and best offer for Spoons  
13 Oceanside. The Debtor believes that Purchaser has the financial wherewithal to perform  
14 its obligations.

15 The Debtor and Purchaser have finalized an Agreement for Purchase and Sale of  
16 Spoons Grill & Bar - Oceanside ("Agreement"). The Debtor has agreed to sell, assign  
17 and/or license its interests in assets necessary to operate Spoons Oceanside to  
18 Purchaser. The total consideration for the transaction is approximately \$730,000, which  
19 includes a trademark license fee of \$30,000, plus the amount of (1) cash on hand at  
20 Spoons Oceanside and (2) the dollar value of the consumable inventory, at the time of  
21 closing ("Purchase Price"). A deposit of \$50,000 has been remitted by Purchaser and  
22 placed in escrow at Wilmington Trust Company pending closing of the transaction. If  
23 Purchaser fails to close the transaction, then the deposit will be released to the Debtor as  
24 provided in the Agreement.

### 15 **1. Sale and Assignment of Personal Assets**

16 Pursuant to the Agreement, the Debtor agrees to sell and Purchaser agrees to  
17 buy all of the Debtor's tangible personal property and inventory of consumables located  
18 at and related to the operation of Spoons Oceanside free and clear of all liens and  
19 encumbrances on an "as-is, where-is" basis. The Agreement also provides for the  
20 Debtor to assign to Purchaser the Debtor's interest in intangible personal property used  
21 in connection with Spoons Oceanside, excluding intellectual property (except for  
22 Purchaser's ability to use the trademark described below).

### 20 **2. Lease Assumption and Assignment / Personal Guaranty**

21 The Debtor leases Spoons Oceanside pursuant to a lease dated December 26,  
22 1979, as subsequently amended (the "Lease"), from PK II El Camino North LP  
23 ("Landlord") as successor-in-interest. The Lease has an initial term of 30 years, ending  
24 on December 31, 2010, and an option to renew the Lease for two additional 10 year  
25 terms. The monthly rent under the Lease is approximately \$8,078.62 (comprised of  
26 \$7,172.38 in base rent, \$50.00 in Pylon rent, \$840.92 in CAM charges, and \$15.32 in  
27 insurance). Landlord has asserted a cure amount of \$16,747.60 ("Cure Amount"), based  
28 essentially on outstanding February and March, 2007 rent.

Pursuant to the Agreement, the Debtor agrees to assume and assign its interest in  
the Lease to Purchaser and Purchaser agrees to assume the going-forward obligations  
under the Lease. If required in order to obtain Court approval of the Agreement, Dexie  
M. Hong will execute a personal guaranty of the Lease in favor of Landlord in such form  
as the Court and/or Landlord may require.

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**3. Trademark License**

The Debtor agrees to grant to Purchaser a non-exclusive license ("Trademark License") to use the trademark "Spoons Grill & Bar" in connection with Spoons Oceanside. In addition, Purchaser will pay monthly licensing fees for the duration of the Trademark License calculated as a percentage of gross sales.

**4. Conditions to Performance**

Conditions to Purchaser's obligation to perform include: (a) Court approval of the Agreement; and (b) execution and delivery of all documents required of Debtor to be delivered at closing. Approval of the transfer of the liquor license by the California Department of Alcoholic Beverage Control is not a condition to Purchaser's obligation to perform.

**5. Subject to Overbid**

The sale and assignment contemplated in the Agreement is subject to overbid at the time of the hearing on this Motion. The Debtor shall determine in its sole discretion in consultation with the Committee and BET, if available for such consultation, subject to Court approval, which is the highest and best bid. In making this determination, the Debtor shall consider, without limitation, the amount of the purchase price, the form of the consideration being offered, the net cash proceeds to be received by the Debtor, the broker's commission to be paid, the likelihood of the bidder's ability to close the transaction and the timing thereof.

Any party who is interested in submitting an overbid must provide written notice of intent to overbid and certified funds in the amount of \$50,000 to the Debtor's attorneys at least 48 hours prior to the hearing on this Motion.

**6. Broker's Commission**

ERA New Star Realty & Investment is entitled to be paid a commission by the Debtor out of escrow concurrent with the close of escrow to Purchaser equal to 10% of the Purchase Price.

**7. Sale Proceeds**

The sale proceeds net of customary closing costs, cure payments (if any) including the Cure Amount, brokerage fees and tax payments will be held in reserve by the Debtor pending further order of the Court with the liens, claims and interests of BET to attach to the proceeds to the same extent, validity and priority as existed as of the Petition Date.<sup>1</sup>

The Debtor has aggressively marketed the sale of Spoons Oceanside. The Debtor contacted regional business brokers, advertised its franchise opportunities at the annual West Coast Franchise Show, sent targeted mailers, researched and contacted promising prospects, and posted signs at the restaurant. The Debtor did not receive a great deal of interest in Spoons Oceanside.

After discussions with brokers and other potentially interested parties, Purchaser was the most desirable prospect and the Purchase Price with Purchaser was heavily negotiated. The Debtor believes that the total consideration offered by Purchaser represents the fair market value of the assets transferred and that the proposed sale was conducted in a commercially reasonable manner. Moreover, the

<sup>1</sup> The Debtor is informed and believes that BET consents to the use of cash collateral for the purpose of paying customary closing costs, cure payments, brokerage fees and tax payments as contemplated in this Motion, subject to BET's right to object to the proceeds not being distributed to BET.

1 possibility for overbids will ensure that the estate maximizes the value for Spoons  
2 Oceanside.

3 The sale of Spoons Oceanside was negotiated with Purchaser at "arms-length."  
4 Purchaser has no relationship to the Debtor or its management. The sale was  
5 conducted in a commercially reasonable manner. Accordingly, based on such facts and  
6 circumstances, the Debtor requests that this Court determine Purchaser to be a "good  
7 faith purchaser" pursuant to 11 U.S.C. § 363(m).

8 The Lease has not expired. With the exception of the Cure Amount, the Debtor is  
9 current on all pre- and post-petition rent and other obligations under the Lease. Unless  
10 the Landlord properly files and serves an objection to the Cure Amount or the Debtor  
11 pays such Cure Amount prior to closing, then the Landlord will receive at the time of the  
12 closing (or promptly thereafter), the Cure Amount. If no objection is filed and served, the  
13 Landlord waives its rights to challenge the Cure Amount and the Cure Amount shall be  
14 fixed at the amount set forth in this Motion. Disputed cure amounts will be escrowed as  
15 to not impede the closing of the transaction. In addition, Purchaser is prepared to  
16 execute a personal guaranty of the Lease obligations if so required. Even if the Landlord  
17 does not consent to the proposed assignment, the Debtor will be able to demonstrate  
18 adequate assurance of future performance thereunder by the assignee (or successful  
19 overbidder) at or before the hearing on the Motion.

20 The assumption and assignment of the Lease is a condition to the proposed sale  
21 and is therefore necessary, in the best interest of the estate and a proper exercise of the  
22 Debtor's business judgment. Having met the requirements of § 365, the Debtor believes  
23 that the assumption and assignment should be authorized by the Court.

24 The Debtor proposes to employ ERA New Star Realty & Investment ("ERA") as its  
25 broker with respect to Spoons Oceanside. ERA does not hold an interest adverse to the  
26 estate, is not a creditor of the Debtor, and no one employed by ERA is related to the  
27 bankruptcy judge in this case.

28 The terms of ERA's proposed employment provide that:

(1) ERA, as the only broker for the transaction with Purchaser, is  
entitled to be paid a commission by the Debtor out of escrow concurrent with the  
close of escrow to Purchaser equal to 10% of the Purchase Price; and

(2) The Debtor is only obligated to pay ERA its commission if the Debtor  
closes a transaction with Purchaser as set forth in the Agreement.

The requirements of Bankruptcy Code Section 327 and applicable federal and  
local bankruptcy rules have been satisfied and the employment and payment of ERA  
should be approved.

Respectfully submitted,

DATED: March 29, 2007

WEILAND, GOLDEN,  
SMILEY, WANG EKVALL & STROK, LLP

By:



PHILIP E. STROK

General Insolvency Counsel for Debtor  
and Debtor-in-Possession

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**PROOF OF SERVICE**

STATE OF CALIFORNIA,  
COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 650 Town Center Drive, Suite 950, Costa Mesa, California 92626.

On March 29, 2007, I served the foregoing document described as **NOTICE OF HEARING ON DEBTOR-IN-POSSESSION'S MOTION FOR ORDER AUTHORIZING AND APPROVING:(1)SALE OF CERTAIN ASSETS OF THE ESTATE FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS;(2)TRADEMARK LICENSE; (3) ASSUMPTION AND ASSIGNMENT OF UNEXPIRED LEASE; AND (4) EMPLOYMENT AND PAYMENT OF REAL ESTATE BROKER (ERA NEW STAR REALTY & INVESTMENT)** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list.

BY MAIL

I deposited such envelope in the mail at Costa Mesa, California. The envelope was mailed with postage thereon fully prepaid.

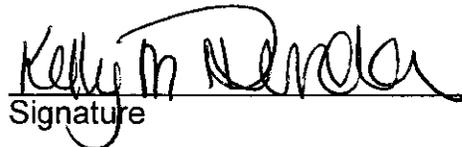
I deposited such envelope with the firm for collection and processing. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day with postage thereon fully prepaid at Costa Mesa, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on March 29, 2007, at Costa Mesa, California.

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under the penalty of perjury under the laws of the United States of America that the above is true and correct.

Kelly M. Rivera  
Type or print name

  
Signature

In re Spectrum Restaurant Group, Inc.  
Case No. SA 06-11444 ES  
March 29, 2007  
Document #211635(KR)

**SERVICE LIST:**

**United States Trustee**

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Santa Ana, CA 92701

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Spectrum Restaurant Group, Inc.  
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Irvine, CA 92612

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**Special Counsel to Debtor**

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**Shareholder**

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Diamond Bar, CA 91765  
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**[Attorneys for Landlord PK II  
El Camino North LP]**

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2029 Century Park East, Suite 3460  
Los Angeles, CA 90067  
**[Landlord]**

H&H Oceanside Co.  
3500 Sepulveda Boulevard  
Manhattan Beach, CA 90066  
**[Landlord]**

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Era New Star Realty & Investment  
2780 Sepulveda Boulevard, #110  
Torrance, CA 90505

State of California Employment Development Department  
Bankruptcy Group MIC 92E  
P.O. Box 826880  
Sacramento, CA 94280-0001

Internal Revenue Service  
Insolvency Group 3, Mailstop 5503  
24000 Avila Road  
Laguna Niguel, CA 92677

State Board of Equalization  
P.O. Box 942879  
Sacramento, CA 95812-0090

Franchise Tax Board  
Attn: Bankruptcy  
P.O. Box 2952  
Sacramento, CA 95812-2952

California Department of Alcoholic Beverage Control  
Attn: David Goss, Acting Director  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834

California Department of Alcoholic Beverage Control  
Attn: Robin Van Dyke  
334 Via Vera Cruz, Suite 204  
San Marcos, CA 92078

State Board of Equalization  
450 N. Street  
P.O. Box 942879  
Sacramento, CA 94279-0001

State Board of Equalization  
San Diego Sales Tax Field Office  
1350 Front Street, Room 5047  
San Diego, CA 92101-3698

**SERVICE LIST**

Corporate Officer  
CT Retail Properties Finance 10  
LLC  
3500 Sepulveda Boulevard  
Manhattan Beach, CA 90266-3696

Corporate Officer  
San Diego Jewish Journal  
5665 Oberlin Drive, Suite 204  
San Diego, CA 92121

Corporate Officer  
San Diegan  
6370 Lusk Blvd., Suite F 202  
San Diego, CA 92121

Corporate Officer  
San Diego Charcoal & Firewood  
15243 Highland Valley Road  
Escondido, CA 92025

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Corporate Officer  
P.O. Box 100736  
Pasadena, CA 91189

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P.O. Box 711720  
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Credit Services Cp61e  
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San Diego, CA 92112-9985

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Corporate Officer  
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In re Spectrum Restaurant Group, Inc.  
Case No. SA 06-11444 ES  
March 29, 2007  
#198433v1 (MS)

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