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Possession
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8 UNITED STATES BANKRUPTCY COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 LOS ANGELES DIVISION
11

12 In re) Case No. LA 08-18277-VZ
13 JAN & JOHNNY, INC.,) Chapter 11
14)
15) **NOTICE OF DEBTOR'S MOTION FOR**
16) **ORDER AUTHORIZING SALE OF REAL**
17) **PROPERTY FREE AND CLEAR OF LIENS,**
18) **CLAIMS, AND INTERESTS**
19)
20)
21) Date: March 17, 2009
22) Time: 11:00 a.m.
23) Ctrm: 1368
24) 255 East Temple Street
25) Los Angeles, CA 90012
26)
27)
28)

21 **TO THE HONORABLE VINCENT P. ZURZOLO, UNITED STATES BANKRUPTCY**
22 **JUDGE, THE UNITED STATES TRUSTEE, AND ALL CREDITORS AND**
23 **INTERESTED PARTIES:**

24 **PLEASE TAKE NOTICE** that on the above date and time and in the indicated
25 courtroom, the motion of Jan & Johnny, Inc. ("Debtor") for Order Authorizing Sale of Real
26 Property Free and Clear of Liens, Claims, and Interests (the "Sale Motion") will be heard before
27 the Court.

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1 The Sale Motion is brought on the grounds set forth in the Sale motion, as summarized
2 below, and is further based on the Memorandum of Points and Authorities and Declaration of
3 Johnny Caswell appended to the Sale Motion, the papers and pleadings on file with the
4 Bankruptcy Court in this case, and such other oral and documentary evidence as may be presented
5 to the Court at the hearing on the matter.

6 **Summary of Sale Agreement**

7 On or about February 20, 2009, the Debtor (“Seller”) and Wireless First, Inc. (“WFI” or
8 “Buyer”) entered into an agreement for the Debtor to sell its industrial property located at 2820 N.
9 Hollywood Way, Burbank, CA 91504 (the “2820 Property”), bearing APN # 2466-008-037, on an
10 as-is, where-is basis, for the purchase price of four million dollars (\$4,000,000.00) (the "Purchase
11 Price") to WFI, and on the other terms and conditions set forth in the WFI Sale Agreement. See
12 Exhibit “1” hereto (copy of WFI Sale Agreement). The sale is a private sale not subject to
13 overbids, on the terms and conditions set forth in the WFI Sale Agreement.

14 The Debtor believes this procedure is fair and reasonable and in the best interests of the
15 estate under the circumstances. First, WFI insisted on it as it was unwilling to invest time and
16 money in an uncertain process. Second, the price terms are the same in this case (and indeed
17 better in the CMPI case as indicated in the concurrently filed CMPI sales motion) than those that
18 would have been obtained from Mix if those sales had closed. Third, both CMPI and the Debtor
19 previously subjected the Mix sales to an overbid process and no one submitted an overbid to the
20 Mix bid, such that both sales have been tested in the market. Finally, both debtors’ cases are time
21 sensitive. Moreover, the sale, together with the concurrent sale of the CMPI business assets to
22 WFI, will consensually satisfy all or substantially all secured debt in both estates.

23 **PLEASE TAKE FURTHER NOTICE** that, pursuant to Local Bankruptcy Rule 9013-
24 1(f), if you wish to oppose the Motion, you must file a written response with the Bankruptcy
25 Court, located at the Roybal Federal Building, 255 E. Temple Street, Room 940, Los Angeles, CA
26 90012, and serve a copy of it upon the Debtor, Debtor’s attorney, United States Trustee, and
27 Counsel for Buyer WFI at the addresses set forth in the upper left hand corner of the face page of
28 this document and in the attached proof of service, no less than fourteen (14) days prior to the

1 above hearing date. Pursuant to Local Bankruptcy Rule 9013-1(h), the Court may deem the
2 failure to file a written response to the Motion within the required time period as consent to the
3 granting of the Motion.

4 DATED: February 21, 2009

CACERES & SHAMASH, LLP

/s/ Joseph E. Caceres

By: _____
Joseph E. Caceres, Esq.
Charles Shamash, Esq.
Reorganization Counsel for Debtor and
Debtor-in-Possession

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EXHIBIT 1

AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

1. **Identification and Parties.** This Agreement of Purchase and Sale and Joint Escrow Instructions (this "Agreement"), dated as of February 20, 2009 (the "Execution Date"), is made and entered into by and between **JAN & JOHNNY, INC.**, a California corporation, as debtor and debtor in possession ("Seller") under Case No. 08-18277-VZ (the "Bankruptcy Case") in the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court"), and **WIRELESS FIRST, INC.**, a Massachusetts corporation, or its assignee ("Buyer"). Seller and Buyer are sometimes referred to herein collectively as the "parties," and individually as a "party."

2. **Recitals.**

2.1 Seller is the fee simple title owner of that real property which consists of approximately 0.94 acres and is improved with a building containing approximately 21,840 square feet, all commonly known as 2820 North Hollywood Way, Burbank, California, and legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

2.2 On June 10, 2008, Seller commenced the Bankruptcy Case by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code with the Bankruptcy Court;

2.3 Seller previously entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions of November 17, 2008 (the "Prior Sale Agreement") with Mix Entertainment Holdings, LLC, a California limited liability company ("Mix"), and in connection therewith (a) an Auction (as defined in Section 6.1 of the Prior Sale Agreement) was conducted, (b) Mix was deemed to have submitted the highest Qualified Bid (as defined in Section 6.1.2 of the Prior Sale Agreement), (3) the Bankruptcy Court entered a Sale Order approving the sale to Mix, and (4) Mix subsequently submitted a notice of termination of its interest to consummate the transaction as contemplated therein pursuant to the terms of the Prior Sale Agreement, and the Prior Sale Agreement was terminated and of no further force and effect.

2.4 Seller wishes to sell, transfer, convey, assign and deliver to Buyer and Buyer wishes to purchase from Seller, in accordance with Sections 363 and the other applicable provisions of 11 U.S.C. Section 101, et. seq. (the "Bankruptcy Code"), fee title to the Property upon the terms and conditions set forth in this Agreement (hereinafter collectively referred to as the "Transaction"), which terms and conditions are substantially the same business terms as set forth in the Prior Sale Agreement.

2.5 All of the rights and obligations of the parties under this Agreement are conditioned upon entry of an order of the Bankruptcy Court approving such sale under Section 363 of the Bankruptcy Code ("Sale Order") in accordance with Section 6 hereof.

3. **Agreement of Purchase and Sale of Property.** Seller hereby agrees to sell, transfer and convey fee title to the Property to Buyer, and Buyer hereby agrees to purchase the Property from Seller, upon and subject to the terms and conditions set forth below.

4. **Purchase Price; Manner of Payment.** The purchase price (the "Purchase Price") for the Property shall be Four Million Dollars (\$4,000,000). The Purchase Price shall be payable by Buyer delivering to Escrow Holder (as defined below), at least one (1) business day before the Close of Escrow (as defined below), immediately available funds in the amount of the Purchase Price, plus or minus prorations and costs for which Buyer is responsible under this Agreement.

5. **Escrow; Opening Date; Close of Escrow.**

5.1 An escrow (the "Escrow") to consummate the sale and purchase of the Property shall be opened with First American Title Insurance Company ("Escrow Holder"), whose address is 777 South Figueroa Street, Fourth Floor, Los Angeles, CA 90017, Attention: Barbara Laffer. Within three (3) days after the Date of Agreement (as defined below), the parties shall deposit with Escrow Holder a copy of this Agreement which, in addition to constituting the agreement of the parties, shall serve as escrow instructions to Escrow Holder. The parties shall execute such additional escrow instructions as Escrow Holder may require to clarify its duties hereunder, provided that such additional instructions do not impose any additional obligations on the parties. Such further instructions shall not modify the provisions of this Agreement unless otherwise expressly set forth therein and any inconsistency between the provisions of such additional instructions and the provisions of this Agreement shall be resolved in favor of this Agreement.

5.2 As used herein (i) the term "Close of Escrow" means the recording of the Deed (as defined below) in the Official Records of Los Angeles County, California; (ii) the term "Closing Date" means the date of the Close of Escrow; and (iii) the term "Date of Agreement" means the date upon which Buyer and Seller have executed and delivered this Agreement. The Close of Escrow shall occur no later than March 31, 2009 (the "Outside Closing Date"), unless extended by written agreement of the parties.

6. **Bankruptcy Court Approval.**

6.1 **Sale Order.** This Agreement is subject to the entry of an order of the Bankruptcy Court approving the terms of this Agreement (the "Sale Order"). No later than February 24, 2009 (the "Motion Date"), Seller shall file a motion requesting approval of this Agreement. If the Bankruptcy Court refuses to issue the Sale Order or to approve this Agreement by no later than March 18, 2009 (the "Sale Order Date"), this Agreement and the Transaction shall automatically terminate and the Seller and Buyer shall be relieved of any further liability or obligation hereunder; and

6.2 **Entry of Order Approving Sale.**

6.2.1 Subject to Section 6.1 above, Seller shall use commercially reasonable efforts to obtain entry of the Sale Order as soon as practicable following approval of the Transaction. The Sale Order shall be in accordance with the terms of this Agreement, shall be in a form reasonably satisfactory to Buyer and shall:

(a) approve and direct the sale of the Property to Buyer free and clear of all security interests, mortgages, interests, liens, pledges, charges, defects of title, options and other rights of third parties, rights of first refusal, claims (as defined in Section 101 of the Bankruptcy Code), or any other encumbrance or restriction on ownership (collectively, “Liens,” however, “Liens” shall not include liens for current taxes not yet due and payable), claims or interests, except those liens, claims or interests expressly assumed in this Agreement, based on appropriate findings and rulings pursuant to, *inter alia*, Sections 363(b), (f) and (m) and 365 of the Bankruptcy Code, including but not limited to Sections 365(h), (i), (l) and (n), as may be applicable;

(b) include a direction that Seller and Buyer consummate the Transaction in accordance with the terms hereof, including all payments required hereunder, on or before the Outside Closing Date, as such date may be extended by written agreement of the parties;

(c) include a finding that the Buyer is unrelated to the Seller, that this Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith, and from arm’s-length bargaining positions, that neither the Buyer nor the Seller have engaged in any conduct that would cause or permit the Agreement or the Transaction contemplated hereby to be invalidated or avoided under Section 363(n) of the Bankruptcy Code, and that Buyer is a good faith purchaser pursuant to Section 363(m) of the Bankruptcy Code;

(d) include a finding that Buyer is not deemed to be a successor to Seller, to have, *de facto* or otherwise, merged with or into Seller or to be a mere continuation of Seller;

(e) include a finding that the Purchase Price is a fair and reasonable price for the Property;

(f) include a finding that all lienholders have consented to the sale of the Property to Buyer under Section 363(f)(2) of the Bankruptcy Code, or a finding that specifically sets forth that another subsection or subsections of Section 363(f) of the Bankruptcy Code have been satisfied;

(g) include a finding that title to the Property is vested in Seller;

(h) include a finding that all objections, if any, to the motion to approve this Agreement, including the Transaction contemplated hereby, have been withdrawn, resolved or overruled;

(i) include provisions for the retention of jurisdiction in the Bankruptcy Court over matters relating to the transactions contemplated in this Agreement including matters relating to title to the Property and claims against the Property which arose or were based on facts or occurrences prior to the Closing Date. Furthermore, the Sale Order shall not have been reversed, stayed, modified or amended.

6.2.2 Seller shall provide notice of the motion to approve the Transaction and any other matter before the Bankruptcy Court relating to this Agreement or the Transaction

Documents, in each case as required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Central District of California or as otherwise ordered by the Bankruptcy Court. As used herein, the term “Transaction Documents” means this Agreement and all other agreements, documents and instruments executed in connection herewith or required to be executed and/or delivered by the parties or any one or more of them in accordance with the provisions of this Agreement.

6.3 Certain Bankruptcy Undertakings by Seller.

6.3.1 Seller shall, in good faith, using its commercially reasonable efforts, seek entry of the Sale Order as soon as practicable and take such actions following the Date of Agreement as are necessary to consummate the Transaction contemplated by this Agreement in accordance with the Sale Order and effectuate the Close of Escrow no later than the Outside Closing Date, as such date may be extended by written agreement of the parties.

6.3.2 Except as ordered by the Bankruptcy Court, Seller shall 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 of this Agreement; or (ii) result in (A) the reversal, avoidance, revocation, vacating or modification of the Sale Order (in any manner that would reasonably be expected to materially and adversely affect Buyer’s rights hereunder), or (B) the entry of a stay of the Sale Order pending appeal.

6.3.3 Seller shall, in good faith, using its commercially reasonable efforts and with the cooperative efforts of Buyer, attempt to obtain in the Sale Order an exemption from sales, transfer and documentary taxes and recording fees and taxes applicable to the Transaction contemplated hereby or imposed by reason of the transfer of the Property provided under this Agreement and any deficiency, interest or penalty asserted with respect thereto (collectively, the “Transfer Taxes”).

6.3.4 If the Sale Order or any other order of the Bankruptcy Court relating to this Agreement shall be appealed by any corporation, partnership, limited liability company, joint venture, business association, entity or individual (each a “Person”) (or a petition for *certiorari* or motion for rehearing or reargument shall be filed with respect thereto), then Seller, with the cooperation of Buyer, shall take all steps as may be reasonable and appropriate to defend against such appeal, petition or motion, and shall endeavor to obtain an expedited resolution of such appeal.

7. Representations and Warranties.

7.1 Buyer’s Representations and Warranties. Buyer hereby makes the following representations and warranties to Seller, which representations and warranties are, and as of the Close of Escrow shall be, true and correct:

7.1.1 Buyer’s Authority. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Massachusetts and is qualified to do business in California. Buyer has all necessary power and authority to perform its obligations under this Agreement and to undertake and carry out the Transaction and own the Property.

7.1.2 Due Authorization. Except to the extent entry of the Sale Order is required, all necessary consents and approvals have been obtained by Buyer for the execution and delivery of this Agreement and the Transaction Documents. The execution, delivery and performance of this Agreement in accordance with its terms by Buyer have been duly and validly authorized and approved by all necessary corporate action. Buyer has full power, right and authority to acquire the Property. This Agreement is a valid and binding obligation of Buyer, enforceable against it in accordance with its terms, subject to bankruptcy laws and other laws affecting creditor's rights and principles of equity.

7.1.3 Funding. Buyer's financial ability to consummate the Transaction is not subject to any financing contingency.

7.2 Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer, which representations and warranties are, and as of the Close of Escrow shall be, true and correct:

7.2.1 Seller's Authority. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Subject to entry of the Sale Order, Seller has the power and authority to execute, deliver and perform its obligations under this Agreement and the other Transaction Documents and to undertake the Transaction.

7.2.2 Due Authorization. Subject to entry of the Sale Order, the execution, delivery and performance of this Agreement and the other Transaction Documents by Seller and the transfer of the Property to Buyer have been duly and validly authorized and approved by all necessary corporate action. Subject to entry of the Sale Order, Seller has full power, right and authority to sell and convey to Buyer the Property. Subject to entry of the Sale Order, this Agreement is, and each of the other Transaction Documents when so executed and delivered will be, a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to bankruptcy laws and other laws affecting creditor's rights and principles of equity.

7.2.3 Lease. Except for that certain Lease dated June 10, 2003 (the "Lease") between Seller and CenterStaging Musical Productions, Inc. ("CenterStaging"), there are no leases or other agreements relating to the rights of any party with respect to possession, occupancy or use of the Property.

7.2.4 Service Contracts. Except for the Service Contracts (as defined below) delivered as a part of the Due Diligence Materials (which shall be terminated on or prior to the Close of Escrow as set forth herein), there are no other Service Contracts relating to the Property.

7.2.5 Absence of Claims and Actions. Except for the Bankruptcy Case and CenterStaging's pending Chapter 11 bankruptcy case (Case No. 2:08-bk-13019-VZ) (the "CenterStaging Bankruptcy Case"), there are no pending, or to the best of Seller's knowledge, threatened legal proceedings or actions of any kind or character affecting Seller's ability to perform its obligations under this Agreement or otherwise affecting the Property or arising out of the ownership, management or operation of the Property.

7.2.6 No Government Proceedings. Except for the impact of Section 362 of the Bankruptcy Code in the Bankruptcy Case or in the CenterStaging Bankruptcy Case, there are no existing, pending or, to the best of Seller's knowledge, contemplated condemnation, incorporation, annexation, or moratorium proceedings affecting the Property or any part thereof. Except with respect to the Bankruptcy Case or the CenterStaging Bankruptcy Case, there are no existing, pending or, to the best of Seller's knowledge, contemplated governmental rules, regulations, plans, studies or efforts, or court orders or decisions, which do or could adversely affect the Property.

7.2.7 Compliance with Laws and Requirements; Hazardous Materials. Seller has not received any notice of any violation, and the Property is not, to the best of Seller's knowledge, in violation, of (i) any federal, state or local law, statute, ordinance, rule or regulation (including, without limitation, those relating to Hazardous Materials (as defined below)) (collectively, "Laws"); or (ii) any requirement applicable to the Property, including, without limitation, requirements imposed under any recorded covenants, conditions, restrictions, easements or other rights affecting the Property (collectively, "Requirements"). Neither Seller nor, to the best of Seller's knowledge, any third party has used, generated, manufactured, stored or disposed of on, under or about the Property or transported to or from the Property any Hazardous Materials in violation of applicable Laws or Requirements. To the best of Seller's knowledge, no Hazardous Materials have been or are located on, under or about the Property or property adjacent to the Property in violation of applicable Laws or Requirements. As used herein, the term "Hazardous Materials" means any flammable, explosive, or radioactive materials, hazardous wastes or substances, toxic wastes or substances and other related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under any applicable Laws or Requirements.

7.2.8 Fee Simple Title.

(a) Escrow Holder shall cause First American Title Insurance Company (the "Title Company") to deliver to Buyer no later than 5:00 p.m., Tuesday, February 24, 2009, an updated preliminary report for the Property (the "Title Report") in form and substance reasonably acceptable to Buyer, along with copies of all items identified in the legal description and/or as written exceptions in the Title Report as of the date of such Title Report. Those exceptions listed in the Title Report, except for (1) any monetary liens encumbering the Property, or (2) any Liens or other encumbrances or exceptions listed in the Title Report which Buyer objects to upon appropriate review of the Title Report, are referred to herein as the "Permitted Exceptions."

(b) Seller owns good and marketable fee simple title to the Property, free and clear of all Liens and other encumbrances except for Permitted Exceptions.

7.2.9 Defects. Seller has not received any notice of any, and to the best of Seller's knowledge there are no, defects in the construction of the Property, or in the heating, ventilating, air conditioning, electrical, plumbing, elevator and other systems of the Property.

7.3 **Buyer's Rights.** Upon Buyer's receipt of notification of any fact that would render any of the representations or warranties contained herein untrue, incorrect or misleading in any respect, Buyer may, at Buyer's option (a) waive the breach that would be caused by such change, or (b) terminate this Agreement without prejudice to any further legal or equitable rights or remedies Buyer may have against Seller or the Property.

7.4 **Survival of Representations and Warranties.** The representations and warranties made in this Agreement shall not merge into any instrument or conveyance delivered at the Close of Escrow; provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of such representations and warranties shall be filed, if at all, on or before the date which is one (1) year after the Closing Date and, if not filed on or before such date, such representations and warranties shall lapse and thereafter shall be void and of no force or effect.

8. **As-Is Conveyance.** Buyer hereby agrees that, upon the Close of Escrow, Buyer shall conclusively be deemed to have accepted the Property in its then existing condition, "AS IS, WHERE IS AND WITH ALL FAULTS" without representation or warranty of any kind or nature whatsoever except as expressly set forth in this Agreement or as provided in the Sale Order.

9. **Brokers.** Each party represents and warrants that it has not currently employed or otherwise dealt with any brokers or finders in connection with the transaction contemplated by this Agreement. Seller shall indemnify, save, defend and hold Buyer free and harmless from and against any and all obligations or liabilities to pay any real estate broker's commission, finder's fee, or other compensation to any person, firm or entity arising from or in connection with this Agreement or the Property which results from any act or agreement of Seller. Buyer shall indemnify, save, defend and hold Seller free and harmless from and against any and all obligations or liabilities to pay any real estate broker's commission, finder's fee, or other compensation to any person, firm or entity arising from or in connection with this Agreement or the Property which results from any act or agreement of Buyer.

10. **Additional Covenants.**

10.1 **Possession; Termination of Lease and Service Contracts.** Seller shall deliver possession of the Property to Buyer at the Close of Escrow. As of or prior to the Closing Date, the Seller shall have terminated the Lease and any and all service and maintenance contracts (the "Service Contracts") relating to the Property.

10.2 **Insurance to Remain in Force Through Closing.** Seller shall cause the insurance policies covering the Property which are in existence as of the Execution Date, or equivalent coverage, to remain continuously in force through the Closing Date. Seller shall be solely responsible for any amounts payable as a result of Seller's termination of such insurance policies after the Closing Date.

10.3 **Operation and Maintenance of Property.** Prior to the Close of Escrow, Seller shall (i) operate and manage the Property in a prudent manner, and (ii) maintain and repair the Property in its present condition, reasonable wear and tear excepted.

10.4 Delivery of Due Diligence Materials by Seller. Within three (3) days after the Execution Date, Seller shall deliver to Buyer (i) copies of all agreements, contracts (including, without limitation, construction contracts), warranties, permits, approvals, plans, specifications, certificates, surveys, reports (including, without limitation, any soils, Hazardous Materials, structural, engineering and appraisal reports), improvement plans, utility plans, building permits, certificates of occupancy, and all other correspondence, notices, instruments or documents relating to the Property that would be of interest to a prudent purchaser of property comparable to the Property, each to the extent in Seller's possession or reasonably available to Seller; (ii) any ALTA survey of the Property in Seller's possession and/or control; (iii) a copy of the Lease; (iv) copies of the Service Contracts; (v) a copy of the prior title report provided to Mix under the Prior Sale Agreement; and (vi) copies of property tax bills for the current tax period and two (2) previous tax periods (collectively, "Due Diligence Materials"). Seller shall fully cooperate with the performance by Buyer of the due diligence contemplated under Article 9 above.

10.5 New Documents. So long as this Agreement remains in effect, Seller shall not enter into or otherwise consent to any new leases or contracts, or any amendments to any existing leases or contracts, affecting the Property which will survive the Close of Escrow and be binding on Buyer without first obtaining Buyer's prior written consent, which may be given or withheld in Buyer's sole and absolute discretion.

10.6 No Encumbrances or Transfers. So long as this Agreement remains in effect, Seller shall not permit the execution or recordation of any agreement or instrument whereby the Property, or any interest in the Property, will be alienated, liened, encumbered or otherwise transferred.

11. Closing.

11.1 Seller's Deliveries. At least one (1) business day prior to the Closing Date, Seller shall deliver to Escrow Holder the following documents, executed and acknowledged where appropriate, and such other items as follows:

11.1.1 A grant deed ("Deed") conveying the Property to Buyer in the form attached hereto as Exhibit "B";

11.1.2 A Bill of Sale and Assignment Agreement ("Bill of Sale") in the form attached hereto as Exhibit "C" pursuant to which Seller transfers and assigns to Buyer all right, title and interest of Seller in and to all tangible and intangible personal property associated with the Property (including, without limitation, any and all plans, specifications, licenses, permits and certificates of occupancy) free and clear of Liens and encumbrances other than the Permitted Exceptions;

11.1.3 A federal Foreign Investment in Real Property Tax Affidavit and California Form 593-C;

11.1.4 Such funds as may be necessary to comply with Seller's obligation hereunder regarding prorations, costs and expenses, or Seller's authorization to Escrow Holder to use the Purchase Price to comply with such of Seller's obligations; and

11.1.5 Such other documents as may be reasonably required by the Title Company in order for Title Company to irrevocably commit to issuing an ALTA (2006 Form) Extended Coverage Owner's Title Insurance Policy with liability in the amount of the Purchase Price and subject only to the Permitted Exceptions (the "Title Policy") or by the Escrow Holder in order to consummate the Transaction.

11.2 Buyer's Deliveries. At least one (1) business day prior to the Closing Date, Buyer shall deliver to Escrow Holder:

11.2.1 Immediately available funds in the amount described in Section 4 above;

11.2.2 A Preliminary Change of Ownership Report; and

11.2.3 Such other documents as may be reasonably required by the Title Company or Escrow Company.

11.3 Prorations. The following prorations between Seller and Buyer shall be made by Escrow Holder computed as of the Close of Escrow:

11.3.1 Taxes. Real and personal property taxes and assessments on the Property shall be prorated on the basis that Seller is responsible for (i) all such taxes for the fiscal year of the applicable taxing authorities occurring prior to the "Current Tax Period" (as hereinafter defined), and (ii) that portion of such taxes for the Current Tax Period determined on the basis of the number of days which have elapsed from the first day of the Current Tax Period to the Close of Escrow, inclusive, whether or not the same shall be payable prior to the Close of Escrow. The phrase "Current Tax Period" refers to the fiscal year of the applicable taxing authority in which the Close of Escrow occurs.

11.3.2 Utilities. Gas, water, electricity, heat, fuel, sewer and other utilities and the operating expenses relating to the Property shall be prorated as of the Close of Escrow to the extent such items are not directly paid for by CenterStaging under the Lease. If the parties are unable to obtain final meter readings as of the Close of Escrow, such expenses shall be estimated as of the Close of Escrow on the basis of the prior operating history of the Property.

11.4 Costs and Expenses.

11.4.1 Each party shall pay all attorneys' fees, accounting fees, and other expenses incurred by it in connection with the transaction contemplated by this Agreement. Seller shall pay (i) one-half (½) of all escrow fees, (ii) the CLTA portion of the premium for the Title Policy, (iii) all documentary transfer taxes and recording fees. Buyer shall pay (i) one-half (½) of all escrow fees, and (ii) the ALTA portion of the premium for the Title Policy and the cost of any endorsements to the Title Policy. Subject to Section 12.4.2 below, all other closing costs shall be apportioned in the manner customary in the county where the Property is located.

11.4.2 Notwithstanding the foregoing Section 11.4.1, in the event of a default by Seller or Buyer hereunder, all cancellation fees and other Escrow charges, including, without limitation, reasonable attorneys' fees and expenses, shall be borne by the defaulting party.

11.5 Actions by Escrow Holder. On the Close of Escrow, subject to Escrow Holder having received the documents and monies required to be deposited into Escrow pursuant to this Agreement and Escrow Holder having received no written notice by a party that a condition precedent to its obligation to close has not been satisfied, Escrow Holder shall do each of the following:

11.5.1 Duly record the Deed in the Official Records of the Office of the Los Angeles County Recorder, and arrange for the delivery to the parties of conformed copies thereof as soon as available.

11.5.2 Deliver to Buyer an original of the Bill of Sale executed by Seller.

11.5.3 Deliver to Seller the Purchase Price (less any costs and expenses and prorations pursuant to this Agreement).

12. **Conditions Precedent.**

12.1 Buyer's Conditions to Closing. The obligation of Buyer to complete the Transaction and to close under this Agreement is subject to the satisfaction of each of the following conditions:

12.1.1 Buyer shall have approved, or be deemed to have approved or waived, the matters set forth in Article 9 above.

12.1.2 Seller shall have performed or complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by Seller prior to or at the time of the Close of Escrow.

12.1.3 The representations and warranties of Seller set forth in this Agreement shall remain true and correct on and as of the Closing Date.

12.1.4 Buyer's receipt of irrevocable written confirmation from the Title Company that the Title Policy shall be issued with no exceptions other than the Permitted Exceptions.

12.1.5 No Material Change (as defined below) shall have occurred with respect to the Property after the Contingency Date and prior to the Close of Escrow that has not been approved by Buyer. Seller shall notify Buyer in writing of any Material Change promptly after Seller learns of the same. Buyer shall have five (5) days following receipt of written notice from Seller of any such Material Change within which to approve or disapprove of the same. Buyer's failure timely to approve of a Material Change shall be deemed Buyer's disapproval thereof. For purposes of this Agreement, a "Material Change" shall be the occurrence of any event or discovery of any fact that would or could render any of Seller's representations and warranties set forth in this Agreement untrue, or a change or potential change in the status of the use, occupancy, zoning, or condition of the Property that could or does materially adversely affect the status of the use, occupancy, zoning, condition or value of the Property.

12.1.6 The Sale Order shall have been entered by the Bankruptcy Court and shall be in effect, not having been reversed, stayed or modified in any material respect.

12.1.7 The Lease and all Service Contracts shall have been terminated and there shall be no leases or other third party rights of occupancy to the Property.

12.1.8 Buyer shall have consummated, or concurrently with the Close of Escrow will consummate, the purchase of the personal property owned by CenterStaging (the "APA Property") pursuant to that certain Asset Purchase Agreement between CenterStaging, as debtor and debtor in possession, and Buyer (the "APA") and the CenterStaging Bankruptcy Case, pursuant to an entered court order by the court having jurisdiction over the CenterStaging Bankruptcy Case, which order must be in effect and must not have been reversed, stayed or modified in any material respect.

12.1.9 The Close of Escrow shall have occurred no later than the Outside Closing Date.

12.1.10 Buyer shall have (i) succeeded to the interest of Lessee (as defined below) under that certain Standard Industrial/Commercial Single Tenant Lease -- Net dated December 1, 2003 between Winona Ave. Properties, LLC, as lessor ("Lessor"), and CenterStaging Musical Productions, Inc., as lessee ("Lessee"), (including, without limitation, that certain Addendum executed by Lessee and Lessor as of August 1, 2008) covering that certain adjoining property commonly known as 3407 Winona Avenue, Burbank, California (the "Leased Property"), or (ii) entered into a new lease with Lessor covering the Leased Property, with terms satisfactory to Buyer;

12.1.11 There shall have been a resolution satisfactory to Buyer of any and all adverse tax consequences resulting from the Transaction prior to 5:00 p.m., Pacific Time, March 2, 2009.

12.1.12 Buyer may, in its sole and absolute discretion, elect to terminate this Agreement at any time prior to 5:00 p.m., Pacific Time, March 2, 2009 by means of providing Seller with written notice of its intent to terminate this Agreement.

If any of such conditions is not satisfied (or waived by Buyer in writing), then, without limiting any other rights or remedies Buyer may have in connection therewith, Buyer shall have the right to terminate this Agreement by notifying Seller of the same in writing.

12.2 Seller's Conditions to Closing. The obligation of Seller to complete the Transaction and to close under this Agreement is subject to the satisfaction of each of the following conditions:

12.2.1 Buyer shall have delivered into Escrow the Purchase Price in accordance with the provisions of Section 4 above.

12.2.2 Buyer shall have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the time of the Close of Escrow.

12.2.3 The representations and warranties of Buyer set forth in this Agreement shall remain true and correct on and as of the Closing Date.

12.2.4 There shall not have been filed by or against Buyer at any time prior to the Close of Escrow any bankruptcy, reorganization or arrangement petition.

12.2.5 The Sale Order shall have been entered by the Bankruptcy Court. The Sale Order must be in effect and must not have been reversed, stayed or modified in any material respect.

12.2.6 The Close of Escrow shall have occurred no later than the Outside Closing Date.

If any of such conditions is not satisfied (or waived by Seller in writing), then, without limiting any other rights or remedies Seller may have in connection therewith, Seller shall have the right to terminate this Agreement by notifying Buyer of the same in writing.

13. **Casualty; Condemnation.**

13.1 In the event of the occurrence of any of the following prior to the Close of Escrow: (i) the commencement of any eminent domain or condemnation proceedings with respect to any portion of the Property, or (ii) any casualty which shall cost in excess of Fifty Thousand Dollars (\$50,000) to repair, Buyer shall have the right to terminate this Agreement until the earlier of five (5) days after the date Buyer receives written notice of such damage, taking or condemnation, or the Closing Date. If Buyer elects to terminate this Agreement under this Section 14.1, both parties shall be relieved of any further obligations hereunder.

13.2 In the event of the occurrence of any casualty to the Property prior to the Close of Escrow which shall cost Fifty Thousand Dollars (\$50,000) or less to repair or if Buyer does not terminate this Agreement pursuant to Section 14.1, the obligations of the parties hereunder shall be unaffected and the parties shall proceed to the Close of Escrow. In such case, (i) Seller shall deliver to Buyer, at the Close of Escrow, the proceeds, if any, of all insurance coverage applicable to such damage previously received by Seller (or an assignment of all insurance proceeds applicable thereto); and (ii) Buyer shall receive a credit against the Purchase Price in an amount equal to the deductible under such insurance coverage.

14. **Right of Termination.** In addition to any other right of termination hereunder in favor of Buyer, Buyer may, in its sole and absolute discretion, elect to terminate this Agreement at any time prior to 5:00 p.m., Pacific Time, March 2, 2009 by means of providing Seller with written notice of its intent to terminate this Agreement.

15. **Notices.**

Any notice, request, demand or other communication which is required or may be given under or in connection with this Agreement shall be in writing and shall be deemed to have been duly given if mailed by certified or registered mail, return receipt requested, by personal delivery or by overnight delivery service (e.g. Federal Express) addressed as follows:

(a) If to Seller: Jan & Johnny, Inc.
3407 Winona Avenue
Burbank, CA 91504
Attn: Johnny Caswell

with a copy to: Joseph Caceres, Esq.
Caceres and Shamash
8200 Wilshire Blvd, Suite 400
Beverly Hills, CA 90211

(b) If to Buyer: Kevin Sanford
President
Wireless First, Inc.
17 Bertel Avenue
Mount Vernon, New York 10550
Fax: (914) 664-6004
kevin@wirelessfirst.com

with a required copy to:

SulmeyerKupetz, a Professional Corporation
333 South Hope Street, Thirty-Fifth Floor
Los Angeles, California 90071
Attention: Howard Ehrenberg, Esq.
Fax: (213) 629-4520
hehrenberg@sulmeyerlaw.com

or to such other address as such party shall have specified in writing to the other parties. Such notice, request, demand or other communication shall be deemed given upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, or (iii) if mailed, three (3) business days after the date of posting by the United States post office.

16. Miscellaneous.

16.1 Attorneys' Fees. In the event of any action for breach of or to enforce any provision or right under this Agreement, the unsuccessful party in such action shall pay to the successful party all costs and expenses including, but not limited to, reasonable attorneys' fees incurred by the successful party in connection with such action. The successful party shall be that party who, in light of the issues litigated and the court's decision on those issues, was more successful in the action. The party who was more successful need not be determined to be the party who recovers a judgment in the action.

16.2 Further Assurances. Buyer and Seller agree that at any time, or from time to time after the execution of this Agreement, and whether before or after the Close of Escrow, they will, upon request of the other, execute and deliver such other documents and do such further acts and things as such other party may reasonably request in order to fully effect the purpose of this Agreement.

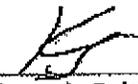
16.3 Entire Agreement. Except as herein provided, this Agreement, including any exhibits, is the entire agreement between Buyer and Seller with respect to the subject matter of this Agreement and supersedes all prior agreements between Buyer and Seller with respect to the subject matter of this Agreement.

16.4 Modifications in Writing. This Agreement may not be altered, amended, changed, terminated or modified in any respect or particular, unless the same shall be in writing and signed by the party to be charged.

16.5 Time of the Essence. Time is of the essence of this Agreement.

16.6 Bankruptcy Court Jurisdiction; Governing Law. The validity, construction, performance and enforceability of this Agreement shall be governed in all respects by the laws of the State of California and the United States of America (including federal bankruptcy law), as applicable, without reference to choice-of-law principles thereof. **NOTWITHSTANDING THE FOREGOING, THE PARTIES AGREE THAT IF ANY DISPUTE ARISES OUT OF OR IN CONNECTION WITH THE ESCROW, THE TRANSACTION, THIS AGREEMENT OR ANY OF THE TRANSACTION DOCUMENTS, THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE PERSONAL JURISDICTION AND BE THE EXCLUSIVE VENUE TO RESOLVE ANY AND ALL DISPUTES RELATING TO THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT. SUCH COURT SHALL HAVE SOLE JURISDICTION OVER SUCH MATTERS AND THE PARTIES AFFECTED THEREBY AND BUYER AND SELLER EACH HEREBY CONSENT AND SUBMIT TO SUCH JURISDICTION.**

Seller's Initials



Buyer's Initials

16.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns. Buyer may assign any or all of its interest under this Agreement upon not less than three (3) days prior written notice to Seller.

16.8 Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

16.9 Exhibits. All exhibits attached hereto are hereby incorporated herein by this reference.

[signatures appear on the following page]

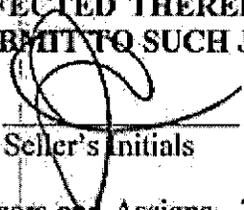
16.2 Further Assurances. Buyer and Seller agree that at any time, or from time to time after the execution of this Agreement, and whether before or after the Close of Escrow, they will, upon request of the other, execute and deliver such other documents and do such further acts and things as such other party may reasonably request in order to fully effect the purpose of this Agreement.

16.3 Entire Agreement. Except as herein provided, this Agreement, including any exhibits, is the entire agreement between Buyer and Seller with respect to the subject matter of this Agreement and supersedes all prior agreements between Buyer and Seller with respect to the subject matter of this Agreement.

16.4 Modifications in Writing. This Agreement may not be altered, amended, changed, terminated or modified in any respect or particular, unless the same shall be in writing and signed by the party to be charged.

16.5 Time of the Essence. Time is of the essence of this Agreement.

16.6 Bankruptcy Court Jurisdiction; Governing Law. The validity, construction, performance and enforceability of this Agreement shall be governed in all respects by the laws of the State of California and the United States of America (including federal bankruptcy law), as applicable, without reference to choice-of-law principles thereof. **NOTWITHSTANDING THE FOREGOING, THE PARTIES AGREE THAT IF ANY DISPUTE ARISES OUT OF OR IN CONNECTION WITH THE ESCROW, THE TRANSACTION, THIS AGREEMENT OR ANY OF THE TRANSACTION DOCUMENTS, THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE PERSONAL JURISDICTION AND BE THE EXCLUSIVE VENUE TO RESOLVE ANY AND ALL DISPUTES RELATING TO THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT. SUCH COURT SHALL HAVE SOLE JURISDICTION OVER SUCH MATTERS AND THE PARTIES AFFECTED THEREBY AND BUYER AND SELLER EACH HEREBY CONSENT AND SUBMIT TO SUCH JURISDICTION.**



Seller's Initials

Buyer's Initials

16.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns. Buyer may assign any or all of its interest under this Agreement upon not less than three (3) days prior written notice to Seller.

16.8 Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

16.9 Exhibits. All exhibits attached hereto are hereby incorporated herein by this reference.

[signatures appear on the following page]

IN WITNESS WHEREOF, Seller and Buyer have entered into this Agreement on the dates and at the places set forth opposite their respective signatures below.

"Buyer"

WIRELESS FIRST, INC.,
a Massachusetts corporation

Executed this 20th day of February,
2009 at 11:25 AM

By:



Name: Kevin Sanford
Its: President

"Seller"

JAN & JOHNNY, INC.,
Debtor and Debtor in Possession

Executed this _____ day of February,
2009 at _____

By:

Name: _____
Its: _____

IN WITNESS WHEREOF, Seller and Buyer have entered into this Agreement on the dates and at the places set forth opposite their respective signatures below.

"Buyer "

WIRELESS FIRST, INC.,
a Massachusetts corporation

Executed this ___ day of February,
2009 at _____.

By:

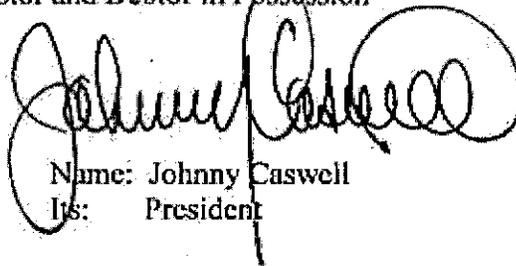
Name: Kevin Sanford
Its: President

"Seller"

JAN & JOHNNY, INC.,
Debtor and Debtor in Possession

Executed this 20th day of February,
2009 at Burbank, CA.

By:



Name: Johnny Caswell
Its: President

JOINDER BY ESCROW HOLDER

Escrow Holder joins this Agreement for the following purposes: (i) to agree to be bound by the provisions hereof applicable to Escrow Holder and Title Company, and (ii) to agree to perform its and their obligations as set forth herein.

Date executed by Escrow Holder:
_____, 20____

By: _____

Name: _____

Its: Authorized Representative

EXHIBIT "A"

Legal Description of Property

EXHIBIT "B"

Deed

**RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:**
SulmeyerKupetz, a Professional Corporation
333 South Hope Street, 35th Floor
Attention: Howard Ehrenberg, Esq.

MAIL TAX STATEMENTS TO:
Kevin Sanford
Wireless First, Inc.
17 Bertel Avenue
Mount Vernon, New York 10550

GRANT DEED

THE UNDERSIGNED GRANTOR(S) declare(s): Documentary transfer tax is: See statement attached.

FOR VALUABLE CONSIDERATION, JAN & JOHNNY, INC., debtor and debtor in possession,

HEREBY GRANT(S) TO: WIRELESS FIRST, INC., a Massachusetts corporation,

the following property in the **County of Los Angeles, State of California:**

See Legal Description attached hereto as **Exhibit "A"** and incorporated herein by this reference.

APN: 2466-008-037

NOTE #1: This conveyance IS NOT exempt from Documentary Transfer Tax

NOTE #2: This conveyance IS a change in ownership. Preliminary Change of Ownership Report filed herewith.

Dated: _____, 20__

JAN & JOHNNY, INC.,
Debtor and Debtor in possession

By: _____
Name: _____
Its: _____

The notarial acknowledgment(s) for the above signature(s) appear(s) on a separate sheet which is attached to this GRANT DEED and incorporated into it by reference.

NOTARIAL ACKNOWLEDGMENT

State of California)

County of _____)

On _____ before me, _____, Notary Public,
(here insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "C"

Bill of Sale and Assignment Agreement

BILL OF SALE AND ASSIGNMENT AGREEMENT

1. Identification and Parties. This Bill of Sale and Assignment Agreement ("Bill of Sale") is made and entered into this ____ day of _____, 2008 by _____ ("Seller"), in favor of _____ ("Buyer").

2. Recitals.

2.1 Seller and Buyer are parties to that certain Agreement of Purchase and Sale of Real Property and Joint Escrow Instructions dated _____, 2008 ("Agreement") whereby Seller, as seller, agreed to sell to Buyer, as buyer, the Property (as defined in the Agreement). All undefined terms used with initial capital letters herein shall have the same definitions as set forth in the Agreement.

2.2 The Agreement requires the execution and delivery of this Bill of Sale in order to transfer and assign to Buyer all right, title and interest of Seller in and to all tangible and intangible personal property associated with the Property.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to consummate the transaction contemplated by the Agreement, Seller desires to execute this Bill of Sale in favor of Buyer.

3. Bill of Sale and Assignment Agreement.

3.1 Seller hereby assigns, sells, transfers, conveys and delivers to Buyer all of Seller's right, title and interest in and to all tangible and intangible personal property associated with the Property (including, without limitation, any and all plans, specifications, licenses, permits and certificates of occupancy), free and clear of liens and encumbrances other than the Permitted Exceptions.

3.2 By acceptance of this Bill of Sale, Buyer hereby accepts the assignment, sale, transfer, conveyance and delivery set forth in Section 3.1 above.

4. Miscellaneous.

4.1 Entire Agreement. This Bill of Sale is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the parties hereto with respect thereto.

4.2 Amendments in Writing. No amendment or modification of this Bill of Sale shall be valid unless the amendment or modification is in writing and signed by Seller and Buyer.

4.3 Successors and Assigns. This Bill of Sale shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

4.4 Counterparts. This Bill of Sale may be executed in one or more duplicate counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

4.5 Further Assurances. Seller shall execute such documents and do such further acts and things as Buyer reasonably requests in order to fully effect the purposes of this Bill of Sale.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale effective as of the date first set forth above.

“SELLER”

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

1 **NOTE:** When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in
2 Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the
CM/ECF docket.

3 **PROOF OF SERVICE OF DOCUMENT**

4 I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
5 8200 Wilshire Blvd., Suite 400, Beverly Hills, CA 90211

6 The foregoing document described Notice of Debtor's Motion for Order Authorizing Sale of Real Property Free and Clear of Liens,
7 Claims and Interests 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:

8 **I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – Pursuant to
9 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 02/21/09 I checked the CM/ECF docket for this
10 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:

11 Service information continued on
12 attached page

13 **II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL**(indicate method for each person or entity served):
On 02/21/09 I served the following person(s) and/or entity(ies) at the last known address(es) in this
14 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*
15 *the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the*
document is filed.

16 Service information continued on
17 attached page

18 **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 02/21/09 I served the
19 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*
20 *personal delivery on the judge will be completed no later than 24 hours after the document is filed.*

21 Service information continued on
22 attached page

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

25 02/21/09 Joseph E. Caceres /s/ Joseph E. Caceres
Date *Type Name* *Signature*

1 JAN & JOHNNY, INC.
2 Ch. 11 Case No. LA 08-18277-VZ

3 **ADDITIONAL SERVICE INFORMATION [Page 1 of 2]:**

4
5 **SERVICE VIA NEF:**

6 Andrew K Alper aalper@frandzel.com, efiling@frandzel.com;ekidder@frandzel.com
7 Joseph Caceres jec@locs.com
8 David K Eldan malvarado@pmcos.com
9 Stuart I Koenig skoenig@cmkllp.com
10 Jeffrey A Krieger jkrieger@ggfirm.com
11 Lewis R Landau lew@landaunet.com
12 Dare Law dare.law@usdoj.gov
13 Charles Shamash cs@locs.com, generalbox@locs.com
14 Derrick Talerico dtalerico@loeb.com, kpresson@loeb.com;ljurich@loeb.com
15 United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov

16
17 **SERVICE VIA U.S. MAIL:**

18 United States Trustee:

19 United States Trustee (LA)
20 725 S Figueroa St., 26th Floor
21 Los Angeles, CA 90017-5524

Adam Reich, Esq.
9454 Wilshire Boulevard, PH
Beverly Hills, CA 90212-2937

22 Proposed Buyer:

23 Wireless First, Inc.
24 17 Bertel Avenue
25 Mount Vernon, New York 10550
26 Attn: Kevin Sanford, President

Bridgepoint Equity Partners
1120 Sanctuary Parkway, Ste 325
Alpharetta, GA 30004-7633

27 Howard Ehrenberg, Esq.
28 SulmeyerKupetz, a Professional Corporation
333 South Hope Street, Thirty-Fifth Floor
Los Angeles, CA 90071
[Attorneys for Buyer]

Crescent International Ltd.
Canterra (Switzerland) S.A.
84 Avenue Louis-Casai
CH-1216 Cointrin Gene, Switzerland

Requests for Special Notice not on NEF List:

Creditors' Committee for CMPI
c/o William M. Hawkins, Esq.
Loeb & Loeb, LLP
345 Park Avenue
New York, New York 10154

Grand Pacific Financing Corp.
1255 Corporate Center Drive
Suite PH 10
Monterey Park, CA 91754

Pacific Western Bank.
900 Canterbury Place, Suite 101
Escondido, CA 92025
Attn: Amy Connor, Vice President &
Portfolio Administration Manager

Creditors & Other Interested Parties not on NEF List:

Jan Parent
3407 Winona Avenue
Burbank, CA 91504-2549

Greystone Private Equity, LLC
152 W. 57th St., 60th Floor
New York, NY 10019-3413

Johnny Caswell
3407 Winona Avenue
Burbank, CA 91504-2549

Greystone Private Equity, LLC
c/o William B. Freeman, Esq.
Pillsbury Winthrop Shaw Pittman LLP
725 S. Figueroa Street, Suite 2800
Los Angeles, CA 90017

Pacific Western Bank
401 West A Street
San Diego, CA 92101-7901

1 JAN & JOHNNY, INC.
2 Ch. 11 Case No. LA 08-18277-VZ

3 **ADDITIONAL SERVICE INFORMATION [Page 2 of 2]:**

4
5 Joseph Moldovan, Esq.
6 Morrison Cohen
909 Third Avenue
New York, NY 10022-4731

7 Marc Winthrop, Esq.
8 Winthrop Couchot
660 Newport Center Drive, 4th Flr.
Newport Beach, CA 92660-6401

9 Internal Revenue Service
10 Centralized Insolvency Operations
P.O. Box 21126
11 Philadelphia, PA 19114-0326

12 U.S. Attorneys Office
Civil Process Clerk
300 N. Los Angeles St., Rm 7516
13 Los Angeles, CA 90012-3341

14 USDOJ - Attorney General
Ben Franklin Station
15 P.O. Box 683
Washington, DC 20044-0683

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

18
19 **SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL:**

20 Personal Delivery:
21 The Honorable Vincent P. Zurzolo, U.S. Bankruptcy Judge
U.S. Bankruptcy Court, Roybal Federal Building
22 255 E. Temple Street, Suite 1360 Drop Bin
Los Angeles, CA 9001