

ATTACHMENT

In order for any party to participate in an overbid procedure regarding the acquisition of the Licenses, the Trustee requests that the parties comply with the following provisions:

The overbid procedure for License No. 1

a. Each party (including Beverly Hills Farm, Inc. or its nominee (collectively, "Buyer No. 1")) must be present either physically or telephonically at the hearing on the Motion or represented by an individual or individuals with the authority to participate in the overbid process;

b. Each party participating in the overbid process (except for Buyer No. 1) must remit at or prior to the hearing on the Motion a deposit in the form of a cashier's check or money order made payable to the Trustee in the amount of five thousand dollars (\$5,000.00). The \$5,000.00 deposit shall not be refundable if such party is the successful bidder and is thereafter unable to complete the purchase and/or transfer of License No. 1 within the period referenced in the applicable documents. In order to participate in the bidding, any prospective overbidder must also provide evidence of his/her/its ability to consummate the sale at the time of the hearing on the Motion;

c. The bidding for License No. 1 shall begin at ninety thousand dollars (\$90,000.00) with overbids being made in minimal increments of \$1,000.00;

d. Any party participating in the overbid process shall not be precluded from continuing to make bids after initially passing his/her/its turn or turns to overbid; and

e. Each party (including Buyer No.1) must pay the full amount of the successful bid to the Trustee within the time period set forth in the escrow documents. In the event that Buyer No. 1 is not the successful bidder of License No. 1, the successful bidder shall then become Buyer No. 1 under the same terms and conditions as set forth in the escrow documents and shall waive all contingencies regarding the purchase of License No. 1. Furthermore, if the successful bidder cannot deliver the balance of the sale price or consummate the sale transaction within the above-referenced period, the Trustee shall be authorized to accept the offer made by the next highest bidder and the successful bidder's \$5,000.00 deposit shall be non-refundable.

The overbid procedure for License No. 2

a. Each party (including Conga Room Live, LLC or its nominee (collectively, "Buyer No. 2")) must be present either physically or telephonically at the hearing on the Motion or represented by an individual or individuals with the authority to participate in the overbid process;

b. Each party participating in the overbid process (except for Buyer No. 2) must remit at or prior to the hearing on the Motion a deposit in the form of a cashier's check or money order made payable to the Trustee in the amount of eight thousand dollars (\$8,000.00). The \$8,000.00 deposit shall not be refundable if such party is the successful bidder and is thereafter unable to complete the purchase and/or transfer of License No. 2 within the period referenced in the applicable documents. In order to participate in the bidding, any prospective overbidder must also provide evidence of his/her/its ability to consummate the sale at the time of the hearing on the Motion;

c. The bidding for License No. 2 shall begin at ninety thousand dollars (\$90,000.00) with overbids being made in minimal increments of \$1,000.00;

d. Any party participating in the overbid process shall not be precluded from continuing to make bids after initially passing his/her/its turn or turns to overbid; and

e. Each party (including Buyer No. 2) must pay the full amount of the successful bid to the Trustee within the time period set forth in the escrow documents. In the event that Buyer No. 2 is not the successful bidder of License No. 2, the successful bidder shall then become Buyer No. 2 under the same terms and conditions as set forth in the escrow documents and shall waive all contingencies regarding the purchase of License No. 2. Furthermore, if the successful bidder cannot deliver the balance of the sale price or consummate the sale transaction within the above-referenced period, the Trustee shall be authorized to accept the offer made by the next highest bidder and the successful bidder's \$8,000.00 deposit shall be non-refundable.