

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address RON BENDER (SBN 143364) BETH ANN R. YOUNG (SBN143945) KURT RAMLO (SBN 166856) KRIKOR J. MESHEFEJIAN (SBN 255030) LEVENE, NEALE, BENDER, YOO & BRILL L.L.P. 10250 Constellation Boulevard, Suite 1700 Los Angeles, California 90067 Telephone: (310) 229-1234; Facsimile: (310) 229-1244 Email: rb@lnbyb.com; bry@lnbyb.com; kr@lnbyb.com; kjm@lnbyb.com <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Chapter 11 Debtor in Possession	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

In re: ART AND ARCHITECTURE BOOKS OF THE 21ST CENTURY, dba ACE GALLERY, Debtor(s).	CASE NO.: 2:13-bk-14135-RK CHAPTER: 11 <p style="text-align: center;">AMENDED NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: 12/11/2014	Time: 10:00 am
Location: United States Bankruptcy Court, Courtroom "1675", 255 E. Temple Street, Los Angeles, CA 90012	

Type of Sale: Public Private **Last date to file objections:** 11/27/2014

Description of property to be sold: The Debtor's option to purchase the real property and related improvements located at 9430 Wilshire Boulevard, Beverly Hills, CA, as discussed in the attached Notice.

Terms and conditions of sale: Please see attached Notice.

Proposed sale price: \$ 61,000,000.00

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

Overbid procedure (if any): None. This sale is not subject to overbidding.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Date: December 11, 2014

Time: 10:00 a.m.

Place: United States Bankruptcy Court

Courtroom "1675"

255 E. Temple Street

Los Angeles, CA 90012

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Not Applicable.

Date: 11/20/2014

1 RON BENDER (SBN 143364)
2 BETH ANN R. YOUNG (SBN143945)
3 KURT RAMLO (SBN 166856)
4 KRIKOR J. MESHEFEJIAN (SBN 255030)
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Attorneys for Chapter 11 Debtor and Debtor in Possession

8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **(LOS ANGELES DIVISION)**

11 In re:

12 ART AND ARCHITECTURE BOOKS
13 OF THE 21ST CENTURY, dba ACE
14 GALLERY,

Debtor and Debtor in Possession.

Case No. 2:13-bk-14135-RK

Chapter 11

**NOTICE OF HEARING ON DEBTOR'S
MOTION FOR ORDER:**

- (1) **AUTHORIZING DEBTOR TO ENTER INTO OPERATING AGREEMENT WITH WOODRIDGE CAPITAL PARTNERS, LLC, TRANSFER OPTION TO PURCHASE CERTAIN REAL AND PERSONAL PROPERTY LOCATED AT 9430 WILSHIRE BOULEVARD, BEVERLY HILLS, CALIFORNIA 90212 FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS PURSUANT TO 11 U.S.C. § 363(f) AND ENTER INTO RELATED TRANSACTIONS PURSUANT TO 11 U.S.C. § 363;**
- (2) **AUTHORIZING DEBTOR TO OBTAIN FINANCING FROM WOODRIDGE LENDER, LLC PURSUANT TO 11 U.S.C. § 364(c) AND (d); AND**
- (3) **GRANTING RELATED RELIEF**

Date: December _11, 2014

Time: 10:00 a.m.

Place: Courtroom 1675

255 East Temple Street
Los Angeles, California 90012

1 **PLEASE TAKE NOTICE** that on December 11, 2014, at 10:00 a.m., in Courtroom 1675
2 of the Bankruptcy Court located at 255 East Temple Street, Los Angeles, California 90012 a
3 hearing will be held for the Court to consider the motion ("Motion") filed by Art and Architecture
4 Books of the 21st Century, dba Ace Gallery, Chapter 11 debtor and debtor in possession in the
5 above-entitled bankruptcy case (the "Debtor"), for entry of an order¹:

6 (1) Authorizing the Debtor to enter into a *Limited Liability Company Agreement Of*
7 *Wilshire Reeves Partners, LLC* (the "LLC Agreement") and related agreements in substantially the
8 same form that is attached as Exhibit "A" to the concurrently filed Declaration of Douglas
9 Christmas (the "Christmas Declaration")², and authorizing all of the transactions set forth therein,
10 including the Debtor's assignment of its Purchase Option to Wilshire Reeves Partners, LLC (the
11 "New Company") pursuant to the terms of the LLC Agreement and Assignment Agreement;

12 (2) Authorizing the Debtor to transfer to the New Company the Debtor's option to
13 purchase (the "Purchase Option") that certain real property located at 9430 Wilshire Boulevard,
14 Beverly Hills, California 90212 (the "Beverly Hills Property") free and clear of interests pursuant to
15 11 U.S.C. §§ 363(f);

16 (3) authorizing the Debtor to obtain financing in the principal amount of \$12,000,000
17 (the "Loan") from Reeves Wilshire Partners, LLC ("Woodridge Lender") pursuant to a *Credit*
18 *Agreement* (the "Credit Agreement") in substantially the same form that is attached as Exhibit "B"
19 to the Christmas Declaration, which Loan shall be secured pursuant to 11 U.S.C. § 364(c)(2) and
20 (3), and to the extent necessary 11 U.S.C. § 364(d), in the principal amount of \$12,000,000, secured
21 by Debtor's assets as set forth in a *Security Agreement* and related documents in substantially the
22 same form that is attached as Exhibits "C" and "D" to the Christmas Declaration (the "Security
23 Agreement", and collectively with the LLC Agreement, Credit Agreement, and all of the other
24 related transaction documents, the "Transaction Documents");

25 (4) granting such other relief as set forth in herein and in the Transaction Approval
26 Order; and

27 (5) granting such other relief as the Court deems just and proper.

28 **PLEASE TAKE FURTHER NOTICE** that the Motion is based upon 11 U.S.C. § 363(b)
and (f), 11 U.S.C. § 364(c) and (d), this Notice, the Declaration of Douglas Christmas, the
Declaration of David Agler, the arguments and statements of counsel to be made at the hearing on

23 ¹ A proposed form of order (the "Transaction Approval Order") is attached as Exhibit "E" to the
24 Declaration of Douglas Christmas filed concurrently herewith. To the extent that there is any
25 discrepancy between the terms of the Transaction Approval Order and the Transaction
26 Documents, the Transaction Documents shall govern. The Transaction Approval Order is subject
27 to modification.

28 ² Exhibit 1 to the LLC Agreement is the Assignment Agreement; Exhibit 2 to the LLC
Agreement is "omitted"; Exhibit 3 to the LLC Agreement is the New Lease Agreement; and
Exhibit 4 to the LLC Agreement is the CCR Agreement.

1 the Motion, and other admissible evidence properly brought before the Court.

2 **PLEASE TAKE FURTHER NOTICE** that, pursuant to Local Bankruptcy Rule 9013-1(f),
3 any opposition to the Motion must be filed with the Clerk of the United States Bankruptcy Court
4 and served upon the United States Trustee as well as counsel for the Debtor at the address located in
5 the upper left-hand corner of the first page of this Notice and Motion by no later than fourteen (14)
6 days before the hearing on the Motion.

7 **PLEASE TAKE FURTHER NOTICE** that the failure to file and serve a timely objection
8 to the Motion may be deemed by the Court to be consent to the granting of the relief requested in
9 the Motion.

10 **I. SUMMARY OF TRANSACTIONS PROPOSED BY THE DEBTOR**

11 The Debtor is the owner and operator of a retail art gallery known as “Ace Gallery.” The
12 Debtor’s headquarters and main art gallery are located at 5500 Wilshire Blvd, Los Angeles,
13 California. The Debtor also leases the Beverly Hills Property pursuant to that certain AIR
14 Commercial Real Estate Association Standard Industrial/Commercial Single Tenant Lease – Net
15 dated June 20, 2007 (the “Beverly Hills Lease”), for 9430 Wilshire Blvd., Beverly Hills, CA 90212
16 between the Debtor as lessee and Culver Center Partners West-#1 (“CCP-West”) and Culver Center
17 Partners, LLC (“CCP”) as the lessors (collectively, the “Lessor”).

18 Pursuant to that certain *Settlement Agreement Regarding Beverly Hills Lease Agreement*
19 *And Promissory Notes* (the “Beverly Hills Settlement Agreement”) between the Debtor and the
20 lessors under the Beverly Hills Lease, among other parties, which the Court has approved, the
21 Debtor has an option to purchase the Beverly Hills Property. Pursuant to the Beverly Hills
22 Settlement Agreement, the cost for the Debtor to exercise the Purchase Option is the sum of
23 \$17,800,000 if the Debtor exercises the Purchase Option and closes such transaction by December
24 31, 2014. The cost to the Debtor to exercise the Purchase Option will increase after December 31,
25 2014.³

26 The Debtor and Woodridge will enter into the Transaction Documents, as finalized, which
27 are subject to Bankruptcy Court approval. The salient terms of the Transaction Documents and the
28 transactions contemplated by the Transaction Documents (the “Transactions”), which will, if all
conditions are satisfied, provide the Debtor with the required cash to exercise the Purchase Option,
pay administrative claims, satisfy any potential award to AERC Desmond Towers (“AERC”) and
propose and fund (at least in part) a chapter 11 plan, are as follows:⁴

³ Specifically, the costs to exercise the purchase option increase every six months depending on
when the Debtor exercises the purchase option, as follows: (a) Option 2 – To close during the
period 1/1/15 – 6/30/15: Purchase Price: \$18,575,000.00; (b) Option 3 – To close during the
period 7/1/15 – 12/31/15: Purchase Price: \$19,250,000.00; Option 4 – To close during the period
1/1/16 – 6/30/16: Purchase Price: \$20,500,000.00; Option 5 – To close during the period 7/01/16
– 12/31/16: Purchase Price: \$21,500,000.00.

⁴ To the extent there is any discrepancy between this summary and the actual terms of the
Transaction Documents, the Transaction Documents shall govern.

1 **II. THE LLC AGREEMENT**⁵

2 **1. Capitalization Of the New Company and Transfer of the Purchase Option.** The
3 Debtor and WRPBH, LLC, a Delaware limited liability company ("Woodridge Capital") shall enter
4 into the LLC Agreement pursuant to which they will form the New Company. On the Effective
5 Date, Woodridge shall contribute \$10,000 to the New Company (the "Woodridge Initial
6 Contribution"), and the Debtor shall contribute its right, title and interest in and to the Purchase
7 Option to the New Company using the form of the Assignment Agreement (to be exercised only
upon satisfaction of certain terms and conditions) attached as Exhibit 1 to the LLC Agreement. In
exchange for such transfer, the Debtor shall receive a membership interest ("Interest") in the New
Company.

8 **2. Woodridge Capital's Additional Contributions, and Distributions.**

9 (a) On the Effective Date, Woodridge Capital shall also contribute \$1,000,000
10 (the "Supplemental Deposit") to the New Company, which shall be deposited with the Escrow
Agent for distribution as provided in the LLC Agreement. The Debtor shall receive the
Supplemental Distribution on the Closing Date unless as otherwise set forth in the LLC Agreement.

11 (b) The Manager (WRPBH, LLC, a Delaware limited liability company) may
12 elect to cause the New Company to exercise the Purchase Option and acquire the Beverly Hills
13 Property in accordance with the terms and conditions of the Beverly Hills Settlement Agreement
14 (the "Acquisition") by delivering to the Debtor the Purple Line Extension Notice no later than
15 September 30, 2015, and causing the New Company to close the Purchase Option no later than
16 forty (40) days after delivery of such Purple Line Extension Notice; provided, however, the time
17 within which Woodridge shall cause the New Company to close the Purchase Obligation may be
18 extended as provided in Section 17(c) of the LLC Agreement. If Woodridge Capital elects to cause
19 the New Company to exercise the Purchase Option, and the New Company actually exercises the
20 Purchase Option, then on or prior to the Closing Date, Woodridge Capital shall contribute to the
21 New Company (i) the Option Amount, to acquire fee simple title to the Beverly Hills Property, in
22 addition to (ii) the Supplemental Amount, which such amount may be reduced or increased
23 pursuant to Section 15(a) of the LLC Agreement less the amount of the Supplemental Deposit.
24 Within three (3) Business Days after the Closing Date, the Manager shall cause the New Company
25 to distribute the Supplemental Amount to the Debtor as a distribution on account of its Interest,
26 provided, however, that if the Obligations have not been Paid in Full prior to the Closing Date, the
27 Manager shall cause the New Company to pay (i) (A) to Lender, on behalf of the Debtor, the
28 outstanding principal amount of the Loan (i.e., the original amount of the Loan exclusive of interest
accrued or accruing thereon and less any principal previously repaid) under the Credit Agreement
as of the Closing Date as full satisfaction of the Obligations and (B) to Woodridge Capital any
amounts due with respect to Priority Loans, if any, and (ii) to the Debtor the Supplemental Amount,
reduced by the amount paid to Lender pursuant to clause (i) above. If the Closing Date does not
occur, the Manager shall cause the New Company to return the Option Amount and Supplemental
Amount to Woodridge Capital if such amounts were contributed to the New Company prior to the
Closing Date, and Woodridge Capital shall provide its Notice of Termination in accordance with
Section 17(b) or (c) of the LLC Agreement, as applicable.

(c) If the Closing Date occurs, then five (5) Business Days after the New

⁵ Capitalized terms not otherwise defined in this section have the same meaning ascribed to such
terms in the LLC Agreement.

1 Company secures the Entitlements, (i) Woodridge Capital shall contribute to the New Company a
2 one-time cash payment in the amount of \$5,000,000 (the "Entitlement Amount"), and (ii) the
3 Manager shall cause the New Company to distribute the Entitlement Amount to the Debtor as a
4 distribution on account of its Interest. If the Entitlements secured by the New Company exceed
5 twelve stories, and at least 14,000 square feet of gross floor area per story, then also within five (5)
6 Business Days after securing the Entitlements, (i) Woodridge Capital shall also contribute to the
7 Company an additional amount of \$250 per each additional buildable square foot of Entitlement
8 that becomes available in excess of 168,000 above-grade gross square footage in the aggregate (the
9 "Contingent Entitlement Amount"), and (ii) the Manager shall cause the New Company to
10 distribute the Contingent Entitlement Amount (in addition to the Entitlement Amount) to the Debtor
11 as a distribution on account of its Interest.

12 **3. Agreements Relating to the Purchase Option, Gallery and the Entitlements.**

13 The Manager and the Debtor each agree to the following:

14 (a) On the Effective Date, the Debtor shall notify the Lessor in writing, in
15 accordance with the Beverly Hills Lease Agreement, that the Debtor irrevocably designates the
16 Manager as a party to receive any and all notices sent to the Debtor under the Lease Agreement.
17 From and after the Effective Date, the Debtor shall provide to the Manager (i) copies of any and all
18 correspondence and communications with the Lessor and (ii) notice of payment of the Debtor's
19 obligations under the Lease Agreement concurrently with such payment. The Debtor shall
20 immediately provide written notice to the Manager of any Default or Breach under the Lease
21 Agreement, and the Manager shall have the right but not the obligation to cause the New Company
22 to cure any such Default or Breach (and Woodridge Capital shall have the right but not the
23 obligation to make a priority loan to the New Company for the amount to cure such Default or
24 Breach (any such loan, a "Priority Loan"). The Debtor hereby irrevocably constitutes and appoints
25 the New Company acting through the Manager, with full power of substitution, as the Debtor's true
26 and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the
27 Debtor and in the name of the Debtor or in its own name, for the purpose of exercising its right
28 (without any obligation to exercise such right) to cure any Default or Breach of Ace under the Lease
Agreement, and to take any and all action necessary or desirable to accomplish such purpose. The
Manager shall provide Ace written notice of any action taken pursuant to such power of attorney-
in-fact and the amount of any Priority Loan. The Debtor shall not modify, amend, terminate,
assign, or encumber the Lease without the prior written consent of the Manager, which such
consent may be withheld or delayed in the Manager's sole and absolute discretion.

(b) On the Effective Date, the Debtor and the New Company shall execute the
lease agreement attached as Exhibit 2 to the LLC Agreement (the "New Lease Agreement"),
pursuant to which the New Company shall lease to the Debtor and the Debtor shall lease a portion
of the Property effective on the Closing Date (if such date occurs) pursuant to the terms of the New
Lease Agreement. On the Closing Date, the existing Lease shall be terminated.

(c) The Debtor shall be permitted to have its existing gallery banner and
appropriate signage facing Wilshire Boulevard, in each case to the extent permitted by the City of
Beverly Hills, so long as the Debtor remains a tenant of the Property.

(d) The Manager shall cause the New Company to give the Debtor at least ninety
(90) days prior notice of an anticipated demolition of the Property in connection with the Project.

1 The Debtor shall continue to operate its existing gallery in the Property until thirty (30) days prior
2 to commencement of demolition of the Property pursuant to the New Lease Agreement.

3 (e) The Debtor will be responsible for its portion of property tax and all
4 consumed utilities by the existing gallery, and all other expenses generated by the existing gallery
5 pursuant to the New Lease Agreement (and, for the avoidance of doubt, Ace shall be responsible for
6 all such property tax and expenses for the period of time it leases the Property from the Company).

7 (f) The Manager agrees, understands and warrants that it shall cause the
8 Entitlements to be designed and supervised through final completion by Frank Gehry, Gehry
9 Partners, or another Pritzker Prize winning architect. The Debtor would not otherwise enter into
10 this Agreement and the other Transaction Documents without the agreement, understanding and
11 warranty of the Manager set forth in this Section 16(f) and is relying thereon in entering into this
12 Agreement and the other Transaction Documents.

13 (g) From the Effective Date to the earlier of the date of the Entitlements Notice
14 or the Purple Line Resolution Date, the Manager shall provide to the Debtor (i) reasonable notice of
15 the Manager's meetings with the MTA in connection with the Entitlements and the opportunity for
16 the Debtor to participate in such meetings, and (ii) copies of all material correspondence and
17 communications with the MTA in connection with the Entitlements.

18 **4. Termination of Acquisition.**

19 (a) If the Effective Date has not occurred on or before December 31, 2014, each
20 Woodridge Capital and the Debtor shall have the absolute right to cancel the Transactions,
21 including without limitation termination of the LLC Agreement, by providing written notice of the
22 termination to the other.

23 (b) The Manager has the right to terminate the Acquisition transaction by
24 delivering written notice of such termination (the "Notice of Termination") to the Debtor, at any
25 time prior to October 1, 2015, if (i) the Manager concludes, in its sole and absolute discretion, that
26 it is not likely that the Purple Line Resolution Date will occur on or before October 1, 2015, or (ii) a
27 casualty or condemnation loss described in Section 15(a) of the LLC Agreement occurs. If the
28 Manager does not deliver either a Notice of Termination or the Purple Line Extension Notice to the
Debtor on or before September 30, 2015, then the Manager shall be deemed to have delivered a
Notice of Termination as of October 1, 2015. If the Manager delivers or is deemed to have
delivered a Notice of Termination then Woodridge Capital will have no obligation to provide any
financial support to the New Company (other than the \$1,000,000 already paid on June 30, 2015, if
such Notice of Termination is after that date) and the Debtor's Buy-Out Option under Section 19 of
the LLC Agreement, will be triggered.

(c) If the Manager causes the New Company to exercise the Purchase Option but
the new Company is unable to close the Purchase Option within 40 days after delivery to the Lessor
of the notice exercising the Purchase Option as a result of Lessor's refusal to close the Purchase
Option and convey the Property for any reason other than Woodridge's breach of any of its
obligations to close the Purchase Option or as result of a failure of a condition precedent to the
Company's obligation to close the Purchase Option, then the Manager shall have the authority as
Manager and in the name of the New Company to take such action as may be reasonably necessary
to enforce the terms and conditions of the Purchase Option, including, without limitation, seeking

1 specific performance thereof in order to compel the Lessor to convey the Property pursuant to the
2 Purchase Option (the "Option Performance Action"). So long as the Manager on behalf of the New
3 Company commences within such 80 days of delivery of the notice exercising the Purchase Option
4 and diligently prosecutes the Option Performance Action, the New Company's obligation to close
5 the Purchase Option under Section 14(b) shall extend until the earlier of (i) such time as the New
6 Company is able to close the Purchase Option, (ii) the Manager provides written notice to the
7 Debtor that it elects to forego its Option Performance Action (the "**Election Notice**") and delivers a
8 Notice of Termination as provided in this Section 17(c), or (iii) a final judgment in the Option
9 Performance Action denying the New Company the right to buy the Property. If the Manager (i)
10 fails to commence an Option Performance Action within such 80 days, or fails to diligently
11 prosecute its Option Performance Action or (ii) provides the Debtor an Election Notice, the Debtor
12 shall have the right but not the obligation to act on behalf of the New Company at the Debtor's sole
13 cost and expense to commence or continue, as applicable, an Option Performance Action if the
14 Debtor provides Manager with written notice (the "Ace Notice") of the Debtor's intention to
15 undertake responsibility for pursuing the Option Performance Action within 30 days of the earlier
16 of (A) its good faith determination that the Manager has failed to take action as provided in the
17 immediately preceding clause (i) or (B) receipt of the Election Notice. If the Company compels the
18 Lessor to convey the Property through an Option Performance Action not later than 180 days of
19 delivery of the Ace Notice, the Company shall close the Purchase Option in accordance with the
20 terms of Section 14(b) within such 180-day period. After 180 days from delivery of the Ace
21 Notice, Woodridge Capital shall have the right to terminate its obligations under the LLC
22 Agreement by delivery its Notice of Termination to the Debtor and upon such notice shall
23 immediately receive a return of the Supplemental Deposit, Option Amount and Supplemental
24 Amount from the New Company (each to the extent contributed to the Company). If the Manager
25 delivers a Notice of Termination then Woodridge will have no obligation to provide any financial
26 support to the New Company and the Debtor's Buy-Out Option under Section 19, below, will be
27 triggered.

17 **5. Redemption of the Debtor's Interest.** Provided that the Debtor has executed and
18 delivered to the New Company the CCR Agreement, on the Project Completion Date, the Manager
19 shall cause the New Company (or its subsidiary, if applicable) to distribute and transfer to the
20 Debtor the (i) Penthouse Consideration, which, regardless of the then value of such asset, shall be
21 deemed to have an imputed consideration value presently estimated at \$10,000,000 and (ii) Gallery
22 Consideration, which, regardless of the then value of such asset, shall be deemed to have an
23 imputed consideration value presently estimated at \$10,000,000, in exchange for the Debtor's
24 Interest in the New Company in redemption of the Debtor's Interest in the New Company, each free
25 and clear of any liens or encumbrances. The Debtor's Interest in the New Company shall be fully
26 redeemed effective as of the receipt of the Penthouse Consideration and Gallery Consideration (the
27 "Redemption Date") and the Debtor shall no longer be a member of the New Company for any
28 purpose, and shall have no further rights, duties, or obligations of any kind whatsoever with respect
to the New Company. On the Redemption Date and subject to the transfer of the Penthouse
Consideration and Gallery Consideration to the Debtor, the Debtor shall deliver to Woodridge
Capital an assignment of the Debtor's Interest in the New Company in such form as may be
reasonably acceptable to both members. Furthermore, as of the Redemption Date, the Debtor shall
no longer have any rights, interest in, title, or claims to any of the New Company's assets (other
than with respect to the receipt of the Penthouse Consideration and/or the Gallery Consideration),
and for all purposes, the entirety of the Debtor's interests in the New Company of any kind or
description, shall be terminated. In the event that the Debtor does not receive the Penthouse

1 Consideration and/or Gallery Consideration pursuant to this Section 18 as a result of the New
2 Company's breach of its obligation to distribute and transfer the Penthouse Consideration and
3 Gallery Consideration in accordance with this Section 18, the Debtor shall have a right to seek
4 specific performance of the New Company's obligation to distribute and transfer the Penthouse
5 Consideration and/or Gallery Consideration in accordance with the terms of this Section 18.

6 **6. Buy-Out Option.** The Debtor shall have the option to purchase Woodridge
7 Capital's Interest upon the terms and conditions set forth in Section 19 of the LLC Agreement (the
8 "Buy-Out Option"). Specifically, if the Acquisition transaction is terminated pursuant to Section 17
9 of the LLC Agreement, the Debtor will have a Buy-Out Option to acquire Woodridge Capital's
10 Interest in the New Company, as set for in Section 19 of the LLC Agreement.

11 **7. Failure to Secure the Entitlements.** If the Acquisition occurs and the Project
12 Completion Date (i) has not occurred by the third (3rd) anniversary of the Closing Date (provided
13 that the Manager shall have the right to extend the period to obtain the Entitlements for up to two
14 (2) extensions of one (1) year each (so that such period may be up to five (5) years in the
15 aggregate)) or (ii) the Manager concludes, in its sole and absolute discretion, that the Project
16 Completion Date will not likely occur prior to third (3rd) anniversary of the Closing Date (subject
17 to the foregoing right to extend such period), then the Manager shall deliver the Entitlements Notice
18 to the Debtor. The Debtor must choose within twelve (12) calendar months of receiving an
19 Entitlements Notice to either: (a) exercise the Entitlement Buy-Out Option pursuant to Section 21
20 or (b) terminate the New Lease Agreement and vacate the premises that are the subject of the New
21 Lease Agreement (the "Lease Termination Option"); provided that if the Debtor fails to make an
22 election in writing to the Manager prior to the expiration of twelve (12) calendar months from the
23 date of Ace's receipt of the Entitlements Notice, then the Debtor shall be deemed to have elected to
24 terminate the New Lease Agreement and vacate the subject premises. Without limiting the
25 generality of the foregoing, (x) in the case of each of options (a) and (b) in the prior sentence, the
26 Debtor shall immediately lose the right to receive any additional distributions described in
27 Section 14 or in any other Section of the LLC Agreement that would be predicated on the New
28 Company's obtaining the Entitlements, including the right to receive any additional consideration
whether in cash or otherwise, the right to the Gallery Consideration and Penthouse Consideration,
and the Entitlement Buy-Out Option and, (y) in the case of option (b) in the prior sentence, the
Debtor shall, without limitation, lose the Entitlement Buy-Out Option (in addition to all other
consideration that it loses as described above). If the Debtor terminates the New Lease Agreement
as provided in this Section 20, the Debtor shall be deemed to withdraw from the New Company
effective as of the deemed-election date or the date the Manager receives notice of the election to
terminate the New Lease Agreement (as applicable, the "Lease Termination Date") and shall no
longer be a member of the New Company for any purpose, and shall have no further rights, duties,
or obligations of any kind whatsoever with respect to the New Company. The Debtor hereby
irrevocably constitutes and appoints the Manager, with full power of substitution, as its true and
lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the
Debtor and in the name of the Debtor or in its own name, for the purpose of the Debtor's automatic
withdrawal from the New Company in accordance with the terms of Section 20 of the LLC
Agreement, to take any and all action necessary or desirable to accomplish such purpose.
Furthermore, as of the Lease Termination Date, the Debtor shall no longer have any rights, interest
in, title, or claims to any of the New Company's assets, and for all purposes, the entirety of the
Debtor's interests in the New Company of any kind or description, shall be terminated.

1 solely the then outstanding principal balance of the Loan together with all unreimbursed expenses
2 for which the Debtor is then obligated to reimburse Lender pursuant to the express terms hereof.

3 **5. Maturity Date.** The Maturity Date of the Loan is the earlier of (a) eighteen
4 (18) months after the Termination Date, or (b) November 1, 2016.

5 **6. Termination Date.** The Termination Date means the date on which the Manager
6 gives written notice to the Borrower that the “Purple Line Resolution Date” as defined in the LLC
7 Agreement, has not occurred and Member is terminating its continued financial support of the New
8 Company.

9 **7. Conditions Precedent.** Conditions Precedent are described in detail in Section
10 3 of the Credit Agreement.

11 **8. Events of Default; Remedies.** Events of Default and Remedies are described in
12 detail in Section 7 of the Credit Agreement.

13 **B. The Security Agreement.** The Debtor and Woodridge have entered into, subject to
14 Bankruptcy Court approval, the Security Agreement in connection with the Credit Agreement.

15 **1. Grant of Security Interest.** Pursuant to the Security Agreement, the Debtor will
16 grant to the Lender a security interest in, and mortgage on, all of the following property now owned
17 or at any time hereafter acquired by the Debtor or in which the Debtor now has, or at any time in
18 the future may acquire, any right, title or interest (collectively, the “Collateral”), as collateral
19 security for the prompt and complete payment and performance when due (whether at the stated
20 maturity, by acceleration or otherwise) of the Obligations:

21 a. The items listed in Exhibit “A” to the Security Agreement and any
22 replacements thereof provided to Lender on any future lists of additional Collateral to replace any
23 of the items on Exhibit “A” (the “Owned Art Collateral”). Owned Art Collateral does not include
24 any art held by Grantor on consignment or sale or return or owned inventory not listed on Exhibit
25 “A”, unless such owned art is hereafter designated as additional collateral in future exhibits
26 replacing Exhibit “A” hereto;

27 b. all General Intangibles relating directly or indirectly to the Pledged
28 Membership Interests or arising from any disposition of any other Collateral;

c. all money which constitutes the proceeds of any Collateral;

d. all books and records relating to the Collateral, including without limitation
any records or documents relating directly or indirectly to the authenticity or source of any of the
Owned Art Collateral, the price paid for the Owned Art Collateral and all appraisals or Owned Art
Collateral; and

e. to the extent not otherwise included, all Proceeds and products of any and all
of the foregoing.

1 **The Security Interest is and shall be prior to any other Lien on the Collateral other**
2 **than Permitted Liens existing on the Effective Date of the Security Agreement.**

3 **2. Permitted Liens.**⁷

4 The term “Permitted Liens”, as defined in the Credit Agreement and made applicable to the
5 Security Agreement means:

6 (a) Liens on property or assets of the Borrower existing on the date hereof and
7 set forth in Schedule A to the Credit Agreement;

8 (b) any Lien created under the Loan Documents;

9 (c) Liens for Taxes not yet due or which are being contested as set forth in the
10 Credit Agreement;

11 (d) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s or other
12 like Liens arising in the ordinary course of business and securing obligations that are not due and
13 payable or which are being contested in good faith and for which Borrower is maintaining adequate
14 reserves;

15 (e) Liens arising by virtue of any statutory or common law provision relating to
16 bankers’ Liens, rights of setoff or similar rights with respect to deposit accounts;

17 (f) pledges and deposits made in the ordinary course of business in compliance
18 with workmen’s compensation, unemployment insurance and other social security laws or
19 regulations;

20 (g) deposits to secure the performance of bids, trade contracts (other than for
21 Debt), leases (other than capital lease obligations), statutory obligations, surety and appeal bonds,
22 performance bonds and other obligations of a like nature incurred in the ordinary course of
23 business; and

24 (h) zoning restrictions, easements, rights-of-way, restrictions on use of real
25 property and other similar encumbrances incurred in the ordinary course of business which, in the
26 aggregate, are not substantial in amount and do not materially detract from the value of the property
27 subject thereto or interfere with the ordinary conduct of the business of the Borrower.

28 **3. Default and Remedies.**

 (a) Default. The Debtor shall be in default under the Security Agreement (a)
 whenever any Event of Default has occurred and is continuing and (b) at all times after the Loan
 has become due and payable and remains unpaid beyond any applicable grace period, whether at
 maturity, upon acceleration pursuant to the Credit Agreement or otherwise.

⁷ Capitalized terms in the this section titled “Permitted Liens” shall have the same meaning
ascribed to such terms in the Credit Agreement.

1 (b) Remedies Upon Default. At any time when the Debtor is in default under the
2 Security Agreement as set forth in Section 11.01 of the Security Agreement, the Lender may
3 exercise and enforce, in any order, (i) each and all of the rights and remedies available to a secured
4 party upon default under the UCC or any other Applicable Law, (ii) each and all of the rights and
remedies available to it under the Credit Agreement or any other Loan Document, and (iii) each and
all of the following rights and remedies:

5 (c) Collection Rights. Without notice to the Debtor, the Lender may notify any
6 or all account debtors and obligors on any accounts, instruments, general intangibles or other claims
7 constituting Collateral of the Lender's Security Interests therein and may direct, demand and
8 enforce payment thereof directly to the Lender. The provisions of Section 9-209 of the UCC shall
not apply to any account, chattel paper or payment intangible as to which notification of assignment
has been sent to the account debtor.

9 (d) Taking Possession. The Lender may (i) enter upon any and all premises
10 owned or leased by the Debtor where Collateral is located (or believed by the Lender to be located),
11 with or (to the fullest extent permitted by law) without judicial process and without any obligation
12 to pay rent; (ii) prior to the disposition of the Collateral, store, process, repair or recondition the
13 Collateral or otherwise prepare the Collateral for disposition in any manner to the extent the Lender
14 deems appropriate; (iii) take possession of the Debtor's premises or place custodians in exclusive
15 control thereof, remain on such premises and use the same and the Debtor's equipment for the
16 purpose of completing any work in process or otherwise preparing the Collateral for sale or selling
or otherwise transferring the Collateral; (iv) take possession of all items of Collateral that are not
then in its possession, either upon such premises or by removal from such premises; and (v) require
the Debtor or the Person in possession thereof to deliver such Collateral to the Lender at one or
more locations designated by the Lender and reasonably convenient to it and the Debtor owning an
interest therein.

17 (e) Foreclosure. The Lender may sell, lease, license or otherwise dispose of or
18 transfer any or all of the Collateral or any part thereof in one or more parcels at public sale or in
19 private sale or transaction, on any exchange or market or at the Lender's offices or on the Debtor's
20 premises or at any other location, for cash, on credit or for future delivery, and may enter into all
21 contracts necessary or appropriate in connection therewith, without any notice whatsoever unless
22 required by law. Where permitted by law, the Lender may be the purchaser at any such sale and in
23 such event, the Lender bidding at such sale may bid part or all of the Obligations owing without
24 necessity of any cash payment on account of the purchase price, even though any other purchaser at
25 such sale is required to bid a purchase price payable in cash. The Debtor agrees that at least ten
26 (10) calendar days' written notice to the Debtor of the time and place of any public sale of
27 Collateral owned by it (or, to the extent the Debtor is entitled by law to notice thereof, the public
28 sale of any other Collateral), or the time after which any private sale of Collateral owned by it (or,
to the extent the Debtor is entitled by law to notice thereof, the private sale of any other Collateral)
is to be made, shall be commercially reasonable. For purposes of such notice, to the fullest extent
permitted by law (i) the Debtor waives notice of any sale of Collateral owned by any other Grantor
and (ii) the Debtor agrees that notice given to the Grantor shall constitute notice given to the
Debtor. The giving of notice of any such sale or other disposition shall not obligate the Lender to
proceed with the sale or disposition, and any such sale or disposition may be postponed or
adjourned from time to time, without further notice.

1 Additional remedies are described in Section 11 of the Security Agreement.

2 Pursuant to the provisions of Local Bankruptcy Rule 4001-2, the Debtor hereby provides the
3 following disclosures with respect to the terms of the Loan:

Provision At Issue	Whether It Applies	Discussion Of Provision
4 Provisions that grant cross-collateralization protection to the prepetition secured creditors	Does not apply	
5 6 7 Provisions that bind the estate or all parties in interest with respect to the validity, perfection, or amount of the secured creditor's prepetition lien or debt or the waiver of claims against a secured creditor	Does not apply	
8 9 10 Provisions that seek to waive or limit the estate's rights under 11 U.S.C. § 505(c)	Does not apply	
11 12 13 Provisions that grant to the prepetition secured creditor liens on the debtor's claims and causes of action arising under 11 U.S.C. §§ 544, 545, 547, 548, or 549	Does not apply	
14 15 16 Provisions that deem secured debt to be postpetition debt or that use postpetition loans from a prepetition secured creditor to pay part or all of that secured creditor's prepetition debt, other than as provided in 11 U.S.C. § 552(b)	Does not apply	
17 18 19 Provisions that provide disparate treatment for the professionals retained by a creditors' committee from that provided for the professionals retained by the debtor with respect to a professional fee carve out	Does not apply	
20 21 22 Provisions that prime any secured lien	Applies	Pursuant to the Credit Agreement and Security

Provision At Issue	Whether It Applies	Discussion Of Provision
		Agreement, the Loan shall be secured by a Lien against certain of the Debtor's assets senior in priority to all liens other than Permitted Liens.

Pursuant to Rule 4001 of the Federal Rules of Bankruptcy Procedure, the Debtor hereby provides the following disclosures with respect to the Loan:

Provision At Issue	Whether It Applies	Discussion Of Provision
A grant of priority or a lien on property of the estate under § 364(c) or (d)	Applies	Pursuant to the Credit Agreement and Security Agreement, the Loan shall be secured by a Lien against certain of the Debtor's assets senior in priority to all liens other than Permitted Liens.
The providing of adequate protection or priority for a claim that arose before the commencement of the case, including the granting of a lien on property of the estate to secure the claim, or the use of property of the estate or credit obtained under § 364 to make cash payments on account of the claim	Does not apply	
A determination of the validity, enforceability, priority, or amount of a claim that arose before the commencement of the case, or of any lien securing the claim	Does not apply	
A waiver or modification of Code provisions or applicable rulings relating to the automatic stay	Applies	The Transaction Approval Order provides that the automatic stay provisions of the

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Provision At Issue	Whether It Applies	Discussion Of Provision
		Bankruptcy Code are modified to allow Woodridge Lender to exercise its rights under the Credit Agreement and the Security Agreement
A waiver or modification of any entity's authority or right to file a plan, seek an extension of time in which the debtor has the exclusive right to file a plan, request the use of cash collateral under § 363(c), or request to obtain authority to obtain credit under § 364	Does not apply	
The establishment of deadlines for filing a plan of reorganization, for approval of a disclosure statement, for a hearing on confirmation, or for entry of a confirmation order	Does not apply	
A waiver or modification of the applicability of nonbankruptcy law relating to the perfection of a lien on property of the estate, or on the foreclosure or other enforcement of the lien	Applies	The Transaction Documents contain typical lien perfection provisions that do not negatively impact the Debtor's bankruptcy estate
A release, waiver, or limitation on any claim or other cause of action belonging to the estate or the trustee, including any modification of the statute of limitations or other deadline to commence an action	Does Not Apply	
The indemnity of an entity	Applies	See Section 8.4 of the Credit Agreement
A release, waiver, or	Applies	The Credit Agreement

Provision At Issue	Whether It Applies	Discussion Of Provision
limitation of any right under Section 506(c)		and the Security Agreement require the Debtor to waive the bankruptcy estate's right to surcharge the Collateral
The granting of a lien on any claim or cause of action arising under Sections 544, 545, 547, 548, 549, 553(b), 723(a), or 724(a)	Does Not Apply	

C. Agreement Regarding Debtor/Creditor Relationship

The Debtor and Woodridge will enter into, subject to Bankruptcy Court approval, an *Agreement Regarding Debtor/Creditor Relationship* in substantially the same form that is attached as Exhibit "D" to the Christmas Declaration.

IV. BANKRUPTCY COURT APPROVAL

Bankruptcy Court Approval and Timing of Transactions. The Transaction Documents and the transactions described above and in the Transaction Documents are subject to Bankruptcy Court approval. The Transaction Documents are subject to final review and approval by the Debtor, Woodridge Capital, and Woodridge Lender. As a condition precedent to Woodridge Capital's obligations under the Transaction Documents, the Transaction Approval Order shall be signed by the Court, and entered in the Court's docket, in form and substance acceptable to Woodridge Capital and the Debtor in the good faith discretion of each such party, and such Transaction Approval Order shall be final and nonappealable and in full force and effect and shall not have been reversed, stayed, modified, or amended without Woodridge Capital's and the Debtor's approval in the sole discretion of each such party.

V. BASIS FOR RELIEF REQUESTED IN THE MOTION

The transactions set forth above will provide the following value to the Debtor's bankruptcy estate and/or the New Company in which the Debtor will hold an Interest:

1. An immediate Loan in the principal amount of \$12 million, which will allow the Debtor to immediately pay allowed administrative claims and fund (at least in part) a plan of reorganization;

2. The Option Amount, which is, as of a give date, the amount of (a) \$17,800,000 if the Closing Date (meaning the date of the closing of the Purchase Option) is between April 1, 2014 and December 31, 2014, (ii) \$18,575,000, if the Closing Date is between January 1, 2015 to June 30, 2015, (iii) \$19,250,000, if the Closing Date is between July 1, 2015 to December 31, 2015, together

1 with (b) escrow fees and other costs of the New Company in the exercise of the Purchase Option
2 and closing through escrow.

3 3. The Supplemental Amount is \$17,200,000. Within three (3) Business Days after the
4 Closing Date, the Manager (Woodridge Capital) shall cause the New Company to distribute the
5 Supplemental Amount to the Debtor as a distribution on account of its Interest, provided, however,
6 that if the Obligations (i.e, the Loan) have not been Paid in Full prior to the Closing Date, the
7 Manager shall cause the New Company to distribute (i) to Woodridge Capital the full amount of the
8 Obligations owed by the Debtor under the Credit Agreement as of the Closing Date in full
9 satisfaction of such Obligations, and (ii) to the Debtor the remaining cash portion of the
10 Supplemental Amount.

11 4. The Entitlement Amount of \$5,000,000 which the Manager shall cause the New
12 Company to distribute to the Debtor as set forth in the LLC Agreement. If the Entitlements secured
13 by the Company exceed twelve stories, and at least 14,000 square feet of gross floor area per story,
14 within five (5) Business Days after securing the Entitlements, (i) Woodridge Capital shall also
15 contribute to the New Company an additional amount of \$250 per each additional buildable square
16 foot of Entitlement that becomes available in excess of 168,000 above-grade gross square footage
17 in the aggregate (the "Contingent Entitlement Amount"), and (ii) the Manager shall cause the
18 Company to distribute the Contingent Entitlement Amount to the Debtor as a distribution on
19 account of its Interest.

20 5. The Penthouse Consideration, which, regardless of the then value of such asset, shall
21 be deemed to have an imputed consideration value of at least \$10,000,000 and the Gallery
22 Consideration, which, regardless of the then value of such asset, shall be deemed to have an
23 imputed consideration value of at least \$10,000,000.

24 **The Debtor accordingly estimates that:**

25 1. Upon the Transaction Approval Order becoming a Final Order, the Debtor will
26 receive and be able to use subject to Bankruptcy Court approval \$12,000,000 in cash.

27 2. Within three (3) Business Days after the Closing Date, the Debtor will receive the
28 Supplemental Amount of at least \$17,200,000 (which, if used to repay the Loan), will provide
approximate additional cash of \$5,200,000 to the Debtor.

3. Five (5) Business Days after the New Company secures the Entitlements, the Debtor
will receive a distribution of at least \$5,000,000 in cash from the New Company.

Accordingly, the Debtor expects to receive at least \$22,200,000 in cash from the
transactions with Woodridge Capital discussed above.

The Debtor is aware of the following liens asserted against the Collateral which is being
provided to the Lender:

1. The liens of Wilson Administrative Services, Ltd., securing a post-petition loan in
the approximate amount of \$1,575,000 (the "WASL Loan");

1 2. The liens asserted by AERC in connection with that certain *Stipulation Between The*
2 *Debtor And AERC Desmond's Tower, LLC Regarding Adequate Protection And Related Matters*,
3 which the Debtor believes to be in the amount of \$0.00, which the Debtor believes will be
addressed in the context of the Court's determination of AERC's administrative claims;

4 3. The liens asserted by the Employment Development Department of the State of
5 California, allegedly securing claims in the approximate amount of \$144,355.01 (the "EDD
Claims");

6 4. The liens asserted by the New York State Department of Taxation, allegedly
7 securing claims in the approximate amount of \$9,662.71 (the "NYDT Claims");

8 5. The liens asserted by the California State Board of Equalization, potentially securing
9 claims in the approximate amount of \$68,251.01 (the "SBE Claims"); and

10 6. The liens asserted by the Internal Revenue Service, potentially securing claims in the
approximate amount of \$579,671.83 (the "IRS Claims").

11 The Debtor will pay the WASL Loan, the EDD Claims, the NYDT Claims, the SBE Claims,
12 and the IRS Claims at the closing of the Loan. The Debtor will pay the allowed administrative
13 claims of AERC upon a final order of the Court directing the Debtor to pay the allowed
14 administrative claims of AERC. The Collateral proposed to be granted to Woodridge Lender does
15 not include the collateral that purportedly secures the claims of Westminster Finance, Inc. and Ben
Jewelry dba South Beverly-Wilshire Jewelry & Loan also dba the Dina Collection. Accordingly,
this Motion and the Loan do not affect their claims or purported collateral.

16 After payment of the WASL Loan, the EDD Claims, the NYDT Claims, the SBE Claims,
17 and the IRS Claims, the Debtor will have in excess of \$19,000,000, to, among other things, satisfy
18 unpaid administrative claims, provide any Court-required cure payments to AERC Desmond's
Tower, LLC and propose and confirm a plan of reorganization in this case.

19 It is crucial that this Court approve these transactions. Absent Court approval, the Debtor
20 will be unable to exercise the Purchase Option at this time or obtain the cash, which will allow the
21 Debtor to reorganize its financial affairs. The Debtor previously negotiated various transactions (the
22 "Cancelled Transactions") which this Court approved, but which Woodridge allowed to expire.
The transactions set forth herein are financially more beneficial to the Debtor's estate than the
Cancelled Transactions.

23 **WHEREFORE**, the Debtor requests that the Court enter an order (in substantially the form
24 attached as Exhibit "E" to the Christmas Declaration):

- 25 1. Granting the Motion;
- 26 2. Approving the Transaction Documents, as finalized;
- 27 3. Approving the Transactions;
- 28 4. Entering the Transaction Approval Order;

1 5. Authorizing the Debtor to enter into the LLC Agreement and related agreements in
2 substantially the form attached as Exhibit "A" to the Christmas Declaration⁸, and authorizing all of
3 the transactions set forth therein;

4 6. Authorizing the Debtor to transfer to the New Company the Purchase Option free
5 and clear of interests pursuant to 11 U.S.C. §§ 363(f);

6 7. Authorizing the Debtor to obtain the Loan from Woodridge Lender pursuant to the
7 Credit Agreement in substantially the form attached as Exhibit "B" to the Christmas Declaration,
8 which Loan shall be secured pursuant to 11 U.S.C. § 364(c)(2) and (3), and to the extent necessary
9 11 U.S.C. § 364(d), in the principal amount of \$12,000,000, secured by the Debtor's assets as set
10 forth in the Security Agreement in substantially the form attached as Exhibit "C" to the Christmas
11 Declaration; and

12 8. Granting such other relief as the Court deems just and proper.

13 Dated: November 20, 2014

ART AND ARCHITECTURE BOOKS OF
THE 21ST CENTURY, dba ACE GALLERY

By: /s/ Krikor J. Meshefejian

Ron Bender

Beth Ann R. Young

Kurt Ramlo

Krikor J. Meshefejian

LEVENE, NEALE, BENDER, YOO & BRILL
L.L.P.

Attorneys for Chapter 11 Debtor and Debtor in
Possession

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⁸ Exhibit 1 to the LLC Agreement is the Assignment Agreement; Exhibit 2 to the LLC Agreement is "omitted"; Exhibit 3 to the LLC Agreement is the New Lease Agreement; and Exhibit 4 to the LLC Agreement is the CCR Agreement.

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled: **AMENDED NOTICE OF SALE OF ESTATE PROPERTY** 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 stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **November 21, 2014**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Jason Balitzer jbalitzer@sulmeyerlaw.com, jbalitzer@ecf.inforuptcy.com; dwalker@ecf.inforuptcy.com
- Ron Bender rb@lnbyb.com
- Bruce Bennett bbennett@jonesday.com
- Jacquelyn H Choi jchoi@swesq.com
- Carol Chow carol.chow@ffslaw.com
- Mark C Fields fields@markfieldslaw.com
- Marina Fineman mfineman@stutman.com
- Michael F Frank mfrankatty@aol.com
- Thomas M Geher tmg@jmbm.com, we1@jmbm.com; fc3@jmbm.com; tmg@ecf.inforuptcy.com
- Eric D Goldberg egoldberg@gordonsilver.com, BKNotices@gordonsilver.com; bankruptcynotices@gordonsilver.com
- Michael I Gottfried mgottfried@lgbfirm.com, ncereseto@lgbfirm.com; kalandy@lgbfirm.com; marizaga@lgbfirm.com; cboyias@lgbfirm.com; msutton@lgbfirm.com
- Asa S Hami ahami@sulmeyerlaw.com, agonzalez@sulmeyerlaw.com; agonzalez@ecf.inforuptcy.com; ahami@ecf.inforuptcy.com
- Mary D Lane mal@msk.com, mec@msk.com
- Daniel A Lev dlev@sulmeyerlaw.com, asokolowski@sulmeyerlaw.com; dlev@ecf.inforuptcy.com; dwalker@ecf.inforuptcy.com
- Sidney P Levinson slevinson@jonesday.com, kfloyd@ecf.inforuptcy.com; kfloyd@jonesday.com
- Alvin Mar alvin.mar@usdoj.gov
- Krikor J Meshefejian kjm@lnbrb.com
- Alan I Nahmias anahmias@mbnlawyers.com, jdale@mirmanbubman.com
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- Danielle A Pham dpham@gordonsilver.com
- Kurt Ramlo kr@lnbyb.com
- Christopher O Rivas crivas@reedsmith.com
- Victor A Sahn vsahn@sulmeyerlaw.com, agonzalez@sulmeyerlaw.com, agonzalez@ecf.inforuptcy.com; asokolowski@sulmeyerlaw.com; vsahn@ecf.inforuptcy.com
- Michael C Schneiderei mschneiderei@jonesday.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Steven Werth swerth@sulmeyerlaw.com, asokolowski@sulmeyerlaw.com; slee@sulmeyerlaw.com; slee@ecf.inforuptcy.com; asokolowski@ecf.inforuptcy.com; swerth@ecf.inforuptcy.com
- Beth Ann R Young bry@lnbyb.com

1 **2. SERVED BY UNITED STATES MAIL:** On **November 21, 2014**, I served the following persons and/or
2 entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true
3 and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and
4 addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be
5 completed no later than 24 hours after the document is filed.

Service information continued on attached page

6 **3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR**
7 **EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR,
8 on **November 21, 2014**, I served the following persons and/or entities by personal delivery, overnight
9 mail service, or (for those who consented in writing to such service method), by facsimile transmission
10 and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or
11 overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

12 **Served via Attorney Service**
13 The Hon. Judge Robert N. Kwan
14 United States Bankruptcy Court
15 255 East Temple Street
16 Los Angeles, CA 90012

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

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November 21, 2014	Stephanie Reichert	<i>/s/ Stephanie Reichert</i>
<i>Date</i>	<i>Type Name</i>	<i>Signature</i>