

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>LEE R. BOGDANOFF (State Bar No. 119542) DAVID M. STERN (State Bar No. 67697) WHITMAN L. HOLT (State Bar No. 238198) KATHRYN T. ZWICKER (State Bar No. 291204) KLEE, TUCHIN, BOGDANOFF & STERN LLP 1999 Avenue of the Stars, 39th Floor Los Angeles, California 90067 Telephone: (310) 407-4000 Facsimile: (310) 407-9090 Email: lbogdanoff@ktbslaw.com, dstern@ktbslaw.com, wholt@ktbslaw.com, kzwick@ktbslaw.com</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Alfred H. Siegel, Solely as Ch. 7 Trustee</p>	<p>FOR COURT USE ONLY</p>
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

<p>In re:</p> <p>INDYMAC BANCORP, INC.,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 2:08-bk-21752-BB CHAPTER: 7</p> <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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<p>Sale Date: N/A</p>	<p>Time: N/A</p>
<p>Location: N/A</p>	

Type of Sale: Public Private **Last date to file objections:** June 13, 2016

Description of property to be sold: See attached.

Terms and conditions of sale: See attached.

Proposed sale price: \$ 15,000.00

Overbid procedure (*if any*):

N/A

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

N/A

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

N/A

Date: May 26, 2016

1 LEE R. BOGDANOFF (State Bar No. 119542)
DAVID M. STERN (State Bar No. 67697)
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7 *Attorneys for Alfred H. Siegel solely as*
8 *Chapter 7 Trustee*

9 **UNITED STATES BANKRUPTCY COURT**

10 **CENTRAL DISTRICT OF CALIFORNIA**

11 **LOS ANGELES DIVISION**

12 In re:
13
14 INDYMAC BANCORP, INC.,
15 Debtor.

Case No. 2:08-bk-21752-BB

Chapter 7

**NOTICE OF MOTION AND MOTION OF
CHAPTER 7 TRUSTEE FOR ORDER
AUTHORIZING SALE OF CERTAIN
ASSETS OF THE ESTATE FREE AND
CLEAR OF LIENS, CLAIMS,
INTERESTS, AND ENCUMBRANCES;
MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATION OF
ALFRED H. SIEGEL IN SUPPORT
THEREOF**

[LBR 6004-1(c)(1) & 9013-1(o)(1)]

Date: [No Hearing, Unless Requested]
Time: [No Hearing, Unless Requested]
Judge: Hon. Sheri Bluebond
Place: Courtroom 1475
U.S. Bankruptcy Court
Roybal Federal Building
255 E. Temple Street
Los Angeles, CA 90012

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1999 AVENUE OF THE STARS, THIRTY-NINTH FLOOR
LOS ANGELES, CALIFORNIA 90067
TELEPHONE: 310-407-4000

1 **TO THE HONORABLE SHERI BLUEBOND, CHIEF UNITED STATES BANKRUPTCY**
2 **JUDGE; THE OFFICE OF THE UNITED STATES TRUSTEE; AND ALL OTHER**
3 **PARTIES ENTITLED TO NOTICE:**

4 **PLEASE TAKE NOTICE** that Alfred H. Siegel, chapter 7 trustee (the “Trustee”) of the
5 bankruptcy estate (the “Estate”) of IndyMac Bancorp, Inc. (“Bancorp” or “Debtor”), hereby brings
6 this motion (the “Motion”) pursuant to 11 U.S.C. § 363(b), Federal Rule of Bankruptcy Procedure
7 (the “Bankruptcy Rules”) 6004, and Local Bankruptcy Rules (“LBR”) 6004-1(c) and 9013-
8 1(o)(1), for entry of an order approving the sale of the Estate’s right, title, and interest in and to
9 certain remaining property of the Estate, consisting of unknown assets or claims that have not
10 been previously sold, assigned, transferred, or otherwise administered (subject to the exclusions
11 set forth in the APA (defined below), the “Remnant Assets”).

12 **PLEASE TAKE FURTHER NOTICE** that the Trustee has agreed, subject to the Court’s
13 approval, to sell the Remnant Assets to Oak Point Partners, Inc., an Illinois corporation (“Oak
14 Point”), on the terms set forth in that certain *Purchase Agreement and Assignment of Claims and*
15 *Interests* (the “APA”)¹ attached as Exhibit 1 hereto. Oak Point’s address is 1540 E. Dundee Rd.,
16 Suite 240, Palatine, Illinois, 60074. The basic terms of the sale are that Oak Point shall pay the
17 estate \$15,000 (the “Purchase Price”) for the Remnant Assets, due within three business days of
18 entry of a non-appealable order of the Court approving the APA. The Remnant Assets specifically
19 exclude: (a) all cash held by the Trustee or funds on deposit in bank accounts at the time of this
20 Agreement and earmarked for distribution to creditors and/or payment of professional fees, as well
21 as all cash, funds, and amounts that are now or become deposited to the Trustee’s bank account
22 (ending in Account No. 5905) at Banc of California and bank account (ending in Account No.
23 6852) at Associated Bank until the end of time, but expressly excluding cash held in any other
24 bank accounts at the time of this Agreement by the Trustee; (b) the Purchase Price; and (c) all

25 _____
26 ¹ Capitalized terms not otherwise defined herein have the meanings ascribed to such terms in the
27 APA. To the extent there are inconsistencies between the APA and the description of the APA
28 in this Motion or the appended Memorandum of Points and Authorities and Siegel
Declaration, the APA controls.

1 amounts to be received by the Trustee in connection with the Trustee's *Motion for Orders*
2 *Approving Certain Insurance-Related Settlement Agreements* [Docket No. 980] and the several
3 agreements attached as exhibits to that motion. The only contingency to which the sale is subject
4 is approval of this Court. The Estate will not have to pay any commissions, fees, or other costs of
5 sale, except for the cost of preparing and serving the Motion.

6 **PLEASE TAKE FURTHER NOTICE** that the Trustee believes the proposed sale is in
7 the best interests of the Estate and should be approved under § 363(b). There are currently no
8 known Remnant Assets. Therefore, in the absence of the Oak Point purchase offer, the Estate
9 likely would have derived no economic benefit from the Remnant Assets. In contrast, the
10 proposed sale will provide the Estate with an immediate cash payment of \$15,000. It will also
11 complete the administration of the Estate assets, permitting the Trustee to prepare and file his final
12 report, distribute the funds in the Estate, and close the case.

13 **PLEASE TAKE FURTHER NOTICE** that the Trustee seeks a waiver of the 14-day stay
14 on the effectiveness of the sale order imposed by Bankruptcy Rule 6004(h) so that the sale can
15 close immediately, rather than delaying the preparation and submission of the final report.

16 **PLEASE TAKE FURTHER NOTICE** that the proposed sale is not subject to overbids.
17 As set forth in the Declaration of Alfred H. Siegel appended hereto ("Siegel Declaration"), the
18 Trustee has not been contacted by any other party interested in bidding on the Remnant Assets,
19 and the Trustee believes there are no viable alternative purchasers.

20 **PLEASE TAKE FURTHER NOTICE** that the Trustee's professionals have not yet
21 evaluated the tax consequences of the sale for the Estate.

22 **PLEASE TAKE FURTHER NOTICE** that this Motion is based upon this Notice and the
23 Motion, the accompanying Memorandum of Points and Authorities, the accompanying Siegel
24 Declaration, any additional evidence, grounds, and argument that may be properly presented to the
25 Court, and the record in the above-captioned bankruptcy case. A proposed form of order is
26 attached hereto as Exhibit 2.

27 **PLEASE TAKE FURTHER NOTICE** that, pursuant to LBR 9013-1(o), any response to
28 or request for a hearing on the Motion, in the form required by LBR 9013-1(f), must be filed with

1 the Court and served on Klee, Tuchin, Bogdanoff & Stern, LLP (at the address indicated above)
2 and on the United States trustee no later than **June 13, 2016** (i.e., 14 days after service of this
3 Notice plus 4 additional days pursuant to Bankruptcy Rule 9006(a) and (f)). Pursuant to LBR
4 9013-1(h), the failure to timely file and serve a response to the Motion may be deemed consent to
5 the relief requested in the Motion. No hearing will be held if no response and request for hearing
6 is filed and served and, in the event that no response and request for hearing is filed and served in
7 a timely manner, the Trustee will lodge an order with the Court approving the Motion.

8 **WHEREFORE**, the Trustee respectfully requests that the Court enter an order
9 (a) approving the sale of the Remnant Assets to Oak Point on the terms and conditions set forth in
10 the APA, and (b) waiving the 14-day stay imposed by Bankruptcy Rule 6004(h).

11
12 DATED: May 26, 2016

KLEE, TUCHIN, BOGDANOFF & STERN LLP

13 /s/ Kathryn T. Zwicker

14 Kathryn T. Zwicker
15 Klee, Tuchin, Bogdanoff & Stern LLP
16 Attorneys for Alfred H. Siegel,
solely in his capacity as Chapter 7 Trustee

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **BACKGROUND**

4 **A. The Bankruptcy Case.**

5 Bancorp was the ultimate holding company for IndyMac Bank, F.S.B. (the “Bank”).
6 Siegel Declaration ¶ 4. On July 11, 2008, the Office of Thrift Supervision closed the Bank and
7 appointed the Federal Deposit Insurance Corporation as receiver for the Bank. *Id.*

8 On July 31, 2008 (the “Petition Date”), Bancorp filed a voluntary petition under chapter 7
9 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy
10 Court for the Central District of California (the “Bankruptcy Court”), thereby commencing the
11 above-captioned bankruptcy case (the “Bankruptcy Case”). *See* Dkt. No. 1.

12 On August 4, 2008, the Office of the United States Trustee duly appointed the Trustee as
13 the interim chapter 7 trustee in the Bankruptcy Case. Siegel Declaration ¶ 6. On December 8,
14 2008, the Bankruptcy Court entered an order duly appointing the Trustee as the permanent
15 Chapter 7 Trustee in the Bankruptcy Case. *Id.*

16 Since his appointment, the Trustee has administered the Estate for the benefit of the
17 creditors in accordance with his power and duties. The Trustee is now in the process of winding
18 down the administration of this case. To that end, the Trustee is engaged in efforts to ensure that
19 the maximum value of the Estate’s assets is realized, which efforts include pursuing the sale of
20 any remaining assets. The Trustee has determined that there is a possibility that Remnant Assets
21 of this Estate may exist. The Trustee has similarly determined that the cost of his pursuit of such
22 Remnant Assets would likely exceed the benefit that the Estate would possibly receive. *See id.*

23 ¶¶ 8-9.

24 **B. The Proposed Sale**

25 The Trustee has sought and obtained a proposal by Oak Point to purchase the Estate’s
26 right, title, and interest in and to the Remnant Assets pursuant to the terms set forth in the APA.
27 The basic terms of the sale are that Oak Point shall pay the Estate the Purchase Price, \$15,000, for
28 the Remnant Assets, payable within three business days after the Court’s entry of an order

1 approving this Motion. The Remnant Assets specifically exclude: (a) all cash held by the Trustee
2 or funds on deposit in bank accounts at the time of this Agreement and earmarked for distribution
3 to creditors and/or payment of professional fees, as well as all cash, funds, and amounts that are
4 now or become deposited to the Trustee’s bank account (ending in Account No. 5905) at Banc of
5 California and bank account (ending in Account No. 6852) at Associated Bank until the end of
6 time, but expressly excluding cash held in any other bank accounts at the time of this Agreement
7 by the Trustee; (b) the Purchase Price; and (c) all amounts to be received by the Trustee in
8 connection with the Trustee’s *Motion for Orders Approving Certain Insurance-Related Settlement*
9 *Agreements* [Docket No. 980] and the several agreements attached as exhibits to that motion. The
10 only contingency to which the sale is subject is approval of this Court. The Estate will not have to
11 pay any commissions, fees, or other costs of sale, except for the cost of preparing and serving the
12 Motion.

13 **II.**

14 **REQUEST FOR RELIEF**

15 The Trustee requests the entry of an order pursuant to 11 U.S.C. § 363(b), Bankruptcy
16 Rule 6004, and LBR 6004-1(c), approving the sale of the Remnant Assets to Oak Point on the
17 terms and conditions set forth in the APA. The Trustee also requests a waiver of the 14-day stay
18 on the effectiveness of the sale order imposed by Bankruptcy Rule 6004(h) (“Rule 6004(h”).

19 **III.**

20 **DISCUSSION**

21 The Court should approve the sale of the Remnant Assets to Oak Point because the Trustee
22 has determined, in the exercise of his business judgment, that the proposed sale is in the best
23 interest of the Estate. Under § 363(b)(1), “[t]he trustee . . . may use, sell, or lease, other than in the
24 ordinary course of business, property of the estate . . .” For a bankruptcy court to approve a sale of
25 estate assets outside of the ordinary course of business, the trustee must provide an “articulated
26 business justification” for the proposed sale. *See, e.g., ASARCO, Inc. v. Elliott Mgmt. (In re*
27 *ASARCO, LLC)*, 650 F.3d 593, 601 (5th Cir. 2011); *Walter v. Sunwest Bank (In re Walter)*, 83
28 B.R. 14, 19-20 (B.A.P. 9th Cir. 1988); *In re Ionosphere Clubs, Inc.*, 100 B.R. 670, 674-75 (Bankr.

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1 S.D.N.Y. 1989). Bankruptcy courts have substantial discretion in deciding whether to authorize
2 such a sale. *See Official Comm. of Unsecured Creditors v. The LTV Corp. (In re Chateaugay*
3 *Corp.)*, 973 F.2d 141, 144 (2d Cir. 1992); *Walter*, 83 B.R. at 17. Here, the benefits of the
4 proposed sale are twofold: (1) the sale provides the Estate with an immediate cash payment of
5 \$15,000 for the Remnant Assets, from which the Estate likely would derive no economic benefit
6 otherwise; and (2) the sale will complete the administration of the Estate assets, permitting the
7 Trustee to prepare and file his final report, distribute the funds in the Estate, and close the
8 bankruptcy case. Therefore, the Trustee believes that the sale is in the best interest of the Estate.

9 Furthermore, a sale of the Remnant Assets is consistent with the Trustee’s statutory
10 obligation to “collect and reduce to money the property of the estate for which such trustee serves,
11 and close such estate as expeditiously as is compatible with the best interests of parties in
12 interest.” 11 U.S.C. § 704(a)(1). Such a sale further reduces the prospect that the bankruptcy case
13 will later need to be reopened to administer any of the Remnant Assets. *See id.* § 350(b).

14 Section 363(f) of the Bankruptcy Code permits the Trustee to sell assets free and clear of
15 all interests which may be asserted against such assets, with any such interests attaching to the net
16 proceeds of the sale, subject to the rights and defenses of the Debtor with respect thereto. As
17 Section 363(f) of the Bankruptcy Code is stated in the disjunctive, when proceeding pursuant to
18 Section 363(b), it is only necessary to meet one of the five conditions of Section 363(f). The
19 Trustee is not aware of any liens against the Remnant Assets.

20 The Court should waive the stay imposed by Rule 6004(h) to permit the Trustee to
21 complete the administration of Estate assets and prepare and submit his final report to the U.S.
22 Trustee. Rule 6004(h) provides that “[a]n order authorizing the use, sale, or lease of property
23 other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless
24 the court orders otherwise.” Therefore, Rule 6004(h) contemplates that the court may waive the
25 stay period. The Trustee believes that it is appropriate to do so in the present circumstances. The
26 Trustee cannot prepare and submit the final report to the U.S. Trustee until the administration of
27 Estate assets is complete—which will occur after the sale closes and the Trustee receives the
28 Purchase Price. Accordingly, to prevent any delay in that process, and particularly if there is no

1 opposition to the motion (and the Trustee does not anticipate any), the Trustee believes it is
2 appropriate for the Court to waive the 14-day stay imposed by Rule 6004(h).

3 **IV.**

4 **CONCLUSION**

5 For the reasons set forth above, the Trustee respectfully requests that the Court enter an
6 order (a) granting the Motion in its entirety; (b) approving the sale of the Remnant Assets to Oak
7 Point on the terms and conditions set forth in the APA; (c) waiving the 14-day stay imposed by
8 Rule 6004(h); and (d) granting such other and further relief which this Court deems reasonable
9 and just and to which the Trustee may be entitled.

10

11 DATED: May 26, 2016

KLEE, TUCHIN, BOGDANOFF & STERN LLP

12 /s/ Kathryn T. Zwicker

Kathryn T. Zwicker

13 Klee, Tuchin, Bogdanoff & Stern LLP

14 Attorneys for Alfred H. Siegel, solely in his capacity
15 as Chapter 7 Trustee

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TELEPHONE: 310-407-4000

DECLARATION OF ALFRED H. SIEGEL

I, Alfred H. Siegel, declare and state as follows:

1. I am over eighteen years of age. If called as a witness, I could and would competently testify to the matters set forth herein from my own personal knowledge.

2. I submit this Declaration in support of the *Notice of Motion and Motion of Chapter 7 Trustee for Order Authorizing Sale of Certain Assets of the Estate Free and Clear of Liens, Claims, Interests, and Encumbrances; Memorandum of Points and Authorities* (the "Motion"), solely in my capacity as the chapter 7 trustee for the bankruptcy estate of IndyMac Bancorp, Inc. (the "Estate"). Unless otherwise specified, capitalized terms in this Declaration are intended to have the same meaning ascribed to them in the foregoing Motion and Memorandum of Points and Authorities.

3. Nothing herein is intended to nor does it constitute a waiver of any privilege, including without limitation the attorney-client privilege.

4. Bancorp was the ultimate holding company for IndyMac Bank, F.S.B. (the "Bank"). On July 11, 2008, the Office of Thrift Supervision closed the Bank and appointed the Federal Deposit Insurance Corporation as receiver for the Bank.

5. On July 31, 2008 (the "Petition Date"), Bancorp filed a voluntary petition under chapter 7 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court"), thereby commencing the above-captioned bankruptcy case (the "Bankruptcy Case").

6. On August 4, 2008, the Office of the United States Trustee appointed me as the interim chapter 7 trustee in the Bankruptcy Case. On December 8, 2008, the Bankruptcy Court entered an order duly appointing me as the permanent chapter 7 trustee in the Bankruptcy Case.

7. As set forth in the Motion, filed concurrently herewith, subject to Court approval, I have entered into an agreement with Oak Point to purchase the Estate's right, title, and interest in and to any remaining property of the estate, consisting of unknown assets or claims, which have not been previously sold, assigned, transferred, encumbered, or otherwise administered (subject to

1 the exclusions set forth in the APA, the "Remnant Assets"). A copy of the asset purchase
2 agreement with Oak Point is attached to the Motion as Exhibit 1.

3 8. Oak Point has agreed to pay \$15,000 (the "Purchase Price") for the Remnant
4 Assets. I believe that the Purchase Price is reasonable, for fair value, and was negotiated at arm's
5 length and in good faith. I am currently aware of no known Remnant Assets. In the absence of
6 the proposed sale, the Estate likely would have derived no economic benefit from the Remnant
7 Assets and I would have abandoned the Estate's interest in such Remnant Assets as being of no
8 known or inconsequential value and benefit to the Estate.

9 9. I believe that the proposed sale is in the best interest of the Estate, because (a) the
10 sale provides the Estate with an immediate cash payment of \$15,000 for the Remnant Assets, from
11 which the Estate likely would derive no economic benefit otherwise; and (b) the sale will complete
12 the administration of the Estate assets, permitting me to prepare and file the final report, distribute
13 the funds in the Estate, and close the bankruptcy case. Further, I am unaware of any liens against
14 the Remnant Assets.

15 10. I have not been contacted by any potential overbidders for the Remnant Assets, and
16 I do not believe that there are any viable alternative purchasers for the Remnant Assets.

17 I declare under penalty of perjury that the foregoing is true and correct.

18 Executed this 25th day of May, 2016, at Woodland Hills, California.

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21 ALFRED H. SIEGEL
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Exhibit 1: APA

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PURCHASE AGREEMENT AND ASSIGNMENT OF CLAIMS AND INTERESTS

THIS PURCHASE AGREEMENT AND ASSIGNMENT OF CLAIMS AND INTERESTS (this "Agreement"), dated as of May 25, 2016, is between **ALFRED H. SIEGEL, NOT INDIVIDUALLY, BUT SOLELY IN HIS CAPACITY AS CHAPTER 7 TRUSTEE** ("Trustee" or "Seller") of the **INDYMAC BANCORP, INC.** ("Debtor") **BANKRUPTCY ESTATE** ("Estate"), and **OAK POINT PARTNERS, INC.** ("Purchaser").

WITNESSETH:

WHEREAS, on July 31, 2008, the Debtor filed a voluntary petition for relief under chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the Central District of California ("Bankruptcy Court"), assigned Case No. 2:08-bk-21752-BB ("Bankruptcy Case"); and

WHEREAS, the Bankruptcy Court appointed the Trustee as interim chapter 7 trustee for the Estate on August 4, 2008, and as permanent chapter 7 trustee for the Estate on December 4, 2008; and

WHEREAS, at the time of the execution of this Agreement and continuing into the future, there may be property of the Estate remaining, consisting of unknown assets or claims which have not been previously sold, assigned, transferred, abandoned, or otherwise administered ("Remnant Assets"); and

WHEREAS, Remnant Assets specifically **exclude** (a) all cash held by the Trustee or funds on deposit in bank accounts at the time of this Agreement and earmarked for distribution to creditors and/or payment of professional fees, as well as all cash, funds, and amounts that are now or become deposited to the Trustee's bank account (ending in Account No. 5905) at Banc of California and bank account (ending in Account No. 6852) at Associated Bank until the end of time, but expressly excluding cash held in any other bank accounts at the time of this Agreement by the Trustee; (b) the Purchase Price (as hereinafter defined) to be delivered pursuant hereto; and (c) all amounts to be received by the Trustee in connection with the Trustee's *Motion for Orders Approving Certain Insurance-Related Settlement Agreements* [Docket No. 980] and the several agreements attached as exhibits to that motion; and

WHEREAS, subject to Bankruptcy Court approval, Seller has the power and authority to sell and assign all right, title, and interest in and to the Remnant Assets to Purchaser, including, but not limited to the proceeds thereof.

NOW THEREFORE, in consideration of the promises and mutual undertakings herein contained, Seller and Purchaser agree as follows:

1. **Purchase Price.** The Purchase Price shall be good funds in the amount of Fifteen Thousand and No/100 Dollars (\$15,000.00) payable within 3 business days after entry of a non-appealable order of the Bankruptcy Court approving this Agreement.
2. **Effective Date.** The effective date of this Agreement (the "Effective Date") shall be the later of (a) the date on which the Purchase Price is received by the Trustee, and (b) the date on which the Bankruptcy Court enters an order approving this Agreement or, if the Bankruptcy Court fails to grant the requested waiver of the 14-day stay imposed by Federal Rule of Bankruptcy Procedure 6004(h), 15 days after that date.
3. **Assignment of Remnant Assets.** As of the Effective Date, Seller irrevocably and unconditionally sells, assigns, transfers, and conveys to Purchaser all of Seller's right, title, and interest under, in, and to the Remnant Assets, as well as any and all claims and rights related to the Remnant Assets, including, without limitation, all cash, securities, instruments, and other property that may be paid or issued in

conjunction with the Remnant Assets and all amounts, interest, and costs due under the Remnant Assets.

4. **Authority to Sell.** Subject to Bankruptcy Court approval, the sale of the Remnant Assets by the Trustee is made pursuant to the authority vested in the Trustee.
5. **Payments Received on Remnant Assets.** Seller further agrees that any payments received by Seller on account of any Remnant Assets shall constitute property of Purchaser to which Purchaser has an absolute right, and that Seller will promptly deliver such payment to Purchaser at Purchaser's address set forth below. Seller agrees to use reasonable efforts to forward to Purchaser notices received by Seller with respect to any Remnant Assets.
6. **Seller's Representations and Warranties.** In consideration of Purchaser's agreements herein and to induce Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that Seller has full lawful right, title, power, and authority to enter into this Agreement and to convey Seller's interest to Purchaser in the Remnant Assets as is set forth in this Agreement.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, SELLER SELLS, ASSIGNS, AND TRANSFERS THE REMNANT ASSETS TO PURCHASER "AS IS, WHERE IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR IMPOSED BY LAW.

7. **No Assumption of Liabilities.** The parties agree that Purchaser is acquiring only the Remnant Assets and that Purchaser is neither acquiring nor assuming any liabilities of Seller under this Agreement, except as may otherwise expressly be provided herein.
8. **No Further Assurances.** The parties agree that Seller's affirmative obligations under this Agreement shall be limited to those set forth in Paragraph 5 above. For the avoidance of doubt, Seller and Seller's retained professionals shall have no obligation to provide information or documents to Purchaser except as specifically set forth in Paragraph 5 of this Agreement.
9. **Limited Power of Attorney.** As of the Effective Date, solely with respect to the Remnant Assets, and to the extent permitted by law, Seller irrevocably appoints Purchaser as its true and lawful attorney and authorizes Purchaser to act in Seller's stead, to demand, sue for, compromise, and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Remnant Assets herein assigned. Seller grants unto Purchaser full authority to do all things necessary to enforce the Remnant Assets and its rights thereunder pursuant to this Agreement.
10. **Effect of Closure of Case.** Any and all of the Trustee's affirmative obligations under this Agreement shall terminate on the date on which an order is entered closing the Bankruptcy Case, and therefore neither Seller nor any of Seller's retained professionals shall have any obligations to provide information, documents, or other material to Purchaser after the closing of the Bankruptcy Case.
11. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between Seller and Purchaser and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. This Agreement may not be amended or in any manner modified unless such amendment or modification is in writing and signed by both parties.
12. **Benefits and Binding Effect.** All provisions contained in this Agreement or any document referred to herein or relating hereto shall inure to the benefit of and shall be binding upon the respective successors and assigns of Seller and Purchaser.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal

laws of the State of California, without giving effect to choice of law principles of the State of California.

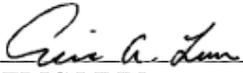
14. **Jurisdiction.** The Bankruptcy Court shall retain exclusive jurisdiction and power over the subject matter of this Agreement in order to resolve any dispute in connection therewith. Seller and Purchaser submit and expressly consent to the jurisdiction and power of the Bankruptcy Court to finally adjudicate any disputes arising from or relating to this Agreement.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument, and copies, facsimiles, or scanned PDF documents of execution signatures shall be equivalent to original signatures.

[intentionally left blank; signature page follows]

THIS AGREEMENT has been duly executed as of the day and year first above written.

OAK POINT PARTNERS, INC.

By: 
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Its: President

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tel (847) 577-1269 fax (847) 655-2746

**ALFRED H. SIEGEL, NOT INDIVIDUALLY, BUT SOLELY AS CHAPTER 7 TRUSTEE OF
THE INDYMAC BANCORP, INC. BANKRUPTCY ESTATE**

By: _____
Name: ALFRED H. SIEGEL
Chapter 7 Trustee

Address: 21650 Oxnard Street, Suite 500, Woodland Hills, CA 91367
tel (818) 827-9204 fax (818) 337-1938

THIS AGREEMENT has been duly executed as of the day and year first above written.

OAK POINT PARTNERS, INC.

By: _____

Name: ERIC LINN

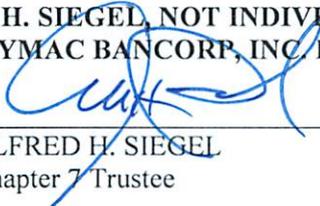
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THE INDYMAC BANCORP, INC BANKRUPTCY ESTATE**

By: _____


Name: ALFRED H. SIEGEL

Chapter 7 Trustee

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Exhibit 2: Proposed Order

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

12 In re
13 INDYMAC BANCORP, INC.,
14 Debtor.

Case No. 2:08-bk-21752-BB
Chapter 7

**[PROPOSED] ORDER AUTHORIZING
SALE OF REMNANT ASSETS OF THE
ESTATE**

Date: [No Hearing Required]
Time: [No Hearing Required]
Judge: Hon. Sheri Bluebond
Place: Courtroom 1475
U.S. Bankruptcy Court
Roybal Federal Building
255 E. Temple Street
Los Angeles, CA 90012

20
21 On May 26, 2016, Alfred H. Siegel, solely in his capacity as chapter 7 trustee of the estate
22 of IndyMac Bancorp, Inc. (the "Trustee"), filed his *Notice of Motion and Motion of Chapter 7*
23 *Trustee for Order Authorizing Sale of Certain Assets of the Estate Free and Clear of Liens,*
24 *Claims, Interests, and Encumbrances; Memorandum of Points and Authorities; Declaration*
25 *Alfred H. Siegel in Support Thereof* together with a proof of service for those documents [Dkt. No.
26 ____] (the "Motion"). Pursuant to the Motion, the Trustee requested that the Court approve that
27 certain *Purchase Agreement and Assignment of Claims and Interests* (the "APA"), between Oak
28

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1 Point Partners, Inc. (“Oak Point”), and the Trustee, solely in his capacity as trustee for the Estate.
2 The APA is attached to the Motion as Exhibit 1.

3 No parties objected to the Motion or otherwise filed a response and request for hearing.
4 Accordingly, on June 14, 2016, the Trustee filed the *Declaration re: Entry of Order Without*
5 *Hearing Pursuant to LBR 9013-1(o)* [Dkt. No. [____]]. Based on the Motion, the attached
6 Memorandum of Points & Authorities, the declaration in support thereof, the proof of service, the
7 arguments of counsel, and the record in the above-captioned bankruptcy case, the Court finds that:
8 (1) notice of the Motion was adequate and appropriate under the circumstances, and no further or
9 other notice need be given; (2) no party objected to approval of the Motion; (3) the APA is fair,
10 equitable, and reasonable, and thus approval of the APA is in the best interests of the Estate and
11 all parties in interest; and (4) other good and sufficient cause exists to grant the relief requested in
12 the Motion.

13 **THEREFORE, IT IS HEREBY ORDERED THAT**

- 14 1. The APA and all of its terms and conditions are approved in their entirety.
- 15 2. Pursuant to 11 U.S.C. § 363(b), the Trustee is authorized to sell the Remnant
16 Assets to Oak Point for the consideration described in the Motion.
- 17 3. Pursuant to 11 U.S.C. § 363(f), the sale of the Remnant Assets to Oak Point shall
18 be free and clear of any and all liens, claims, and encumbrances, with such liens, claims, and
19 encumbrances to attach to the proceeds of the sale with the same force, effect, and priority as such
20 liens, claims, and encumbrances have on the Estate’s right to the Remnant Assets, as appropriate,
21 subject to the rights and defenses of the Trustee and any party in interest with respect thereto.
- 22 4. The Trustee is authorized to take such action as is necessary to effectuate the terms
23 of the APA, together with all additional instruments and documents that may be reasonably
24 necessary to implement the APA.
- 25 5. The transfer of the Remnant Assets to Oak Point pursuant to the Purchase
26 Agreement constitutes a legal, valid, and effective transfer of the Remnant Assets; and shall vest
27 Oak Point with all right, title, and interest in and to the Remnant Assets.

ADDITIONAL SERVICE INFORMATION (if needed):

TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)

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bradley.schneider@mto.com,
kathleen.mcdowell@mto.com

Bradley R Schneider on behalf
of Defendant Raphael Bostic
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kathleen.mcdowell@mto.com

Bradley R Schneider on behalf
of Defendant Robert L. Hunt, II
bradley.schneider@mto.com,
kathleen.mcdowell@mto.com
Bradley R Schneider on behalf
of Defendant Terrance G. Hodel
bradley.schneider@mto.com,
kathleen.mcdowell@mto.com

Bradley R Schneider on behalf
of Interested Party Courtesy
NEF
bradley.schneider@mto.com,
kathleen.mcdowell@mto.com

Bradley R Schneider on behalf
of Interested Party Current
and/or former directors and
officers of IndyMac Bancorp, Inc.
and/or IndyMac Bank, F.S.B.
bradley.schneider@mto.com,
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,
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Mortgage, Inc.
tim@sgsslw.com

John W. Spiegel on behalf of
Defendant Bruce G. Willison
John.Spiegel@mto.com

John W. Spiegel on behalf of
Defendant Hugh M. Grant
John.Spiegel@mto.com

John W. Spiegel on behalf of
Defendant Louis E. Caldera
John.Spiegel@mto.com

John W. Spiegel on behalf of
Defendant Lydia H. Kennard
John.Spiegel@mto.com

John W. Spiegel on behalf of
Defendant Lyle E. Gramley
John.Spiegel@mto.com

John W. Spiegel on behalf of
Defendant Patrick C. Hayden
John.Spiegel@mto.com
John W. Spiegel on behalf of
Defendant Robert L. Hunt, II
John.Spiegel@mto.com

John W. Spiegel on behalf of
Defendant Terrance G. Hodel
John.Spiegel@mto.com

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Special Counsel Jenner & Block
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dthayer@shoreline-law.com,
kbarone@shoreline-law.com

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Insurance Company
nthomas@mofo.com,
avargas@mofo.com

Nancy R Thomas on behalf of
Defendant XL Specialty
Insurance Company
nthomas@mofo.com,
avargas@mofo.com

United States Trustee (LA)
ustpregion16.la.ecf@usdoj.gov

D. Jean Veta on behalf of
Defendant Michael E. Perry
jveta@cov.com

Jonathan M Weiss on behalf of
Trustee Alfred H Siegel (TR)
jweiss@ktbslaw.com

Charles E Wheeler on behalf of
Defendant Federal Insurance
Corporation a corporation
, sroy@cozen.com

Alan Z Yudkowsky on behalf of
Creditor Wilmington Trust
Company
ayudkowsky@stroock.com

David R Zaro on behalf of
Defendant Allen, Matkins, Leck,
Mallory, Gamble & Natsis LLP
dzaro@allenmatkins.com

Tappan Zee on behalf of
Creditor Holdco Advisors L.P.
tzee@zeelawgroup.com

Kathryn T. Zwicker on behalf of
Trustee Alfred H Siegel (TR)
kzwicker@ktbslaw.com

Name	Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Type
AIG Bankruptcy Collection	David A. Levin	70 Pine St., 28th Fl.			New York	NY	10270		Claims Register
Alfred H. Siegel		15233 Ventura Blvd., 9th Floor			Sherman Oaks	CA	91403		Special Notice
Alston & Bird LLP	Dean G. Rallis, Jr. and Leib M. Lerner	333 South Hope Street, 16th Floor			Los Angeles	CA	90071		Special Notice
Alston & Bird LLP	Dwight Smith	The Atlantic Building	950 F Street NW		Washington	DC	20004		Special Notice
Alston & Bird LLP	John C. Weitnauer, Esq.	1201 W. Peachtree Street			Atlanta	GA	30309		Special Notice
Arent Fox LLP	Attn: Aram Ordubegian	555 W. 5th Street	48th Fl		Los Angeles	CA	90013		Special Notice
Ariel Investments Ltd.	c/o Scott & Scott LLP	Arthur L. Shingler III		5455 Wilshire Blvd., Ste 1800	Los Angeles	CA	90036		Claims Register
Authorized Agent for Secured Creditor Wells Fargo Bank, N.A.	c/o McCalla Raymer, LLC	Attn: John D. Schlotter	Bankruptcy Department	1544 Old Alabama Road	Roswell	GA	30076		Special Notice
Bank of America, NA successor to LaSalle Bank	McGuire Woods LLP	Attn: Rick Viola, Karen Adams	201 N. Tryon St.,						Special Notice
Bank Of America, Successor To LaSalle Bank	Attn: CDO Tr. Svc. - IndyMac Cap. Trust XII	540 W. Madison St., Suite 2500			Chicago	IL	60661		Claims Register
Bank Of America, Successor To LaSalle Bank	Attn: CDO Tr. Svc. - IndyMac Master Trust	540 W. Madison St., Suite 2500			Chicago	IL	60661		Claims Register
Bank Of America, Successor To LaSalle Bank	Attn: CDO Trust Svc. - IndyMac Cap. Tr. XI	540 W. Madison St., Suite 2500			Chicago	IL	60661		Claims Register
Bank Of America, Successor To LaSalle Bank	Attn: CDO Trust Svc. - IndyMac Capital Tr.	540 W. Madison St., Suite 2500			Chicago	IL	60661		Claims Register
Bank Of New York Mellon Trust Co.	c/o Seward & Kissel LLP	Attn: Ronald L. Cohen	One Battery Park Plaza		New York	NY	10004		Claims Register
Blair Abernathy	c/o Fairbank & Vincent	Attn: Robert Fairbank	444 South Flower Street	suite 3860	Los Angeles	CA	90071		Special Notice
Bony Mellon Shareowner	c/o Sharon Knepper	400 S. Hope St., 4th Fl.			Los Angeles	CA	90071		Claims Register
Brent Frost		888 E. Walnut Street			Pasadena	CA	91101		Special Notice
Brian Carter		888 E. Walnut Street			Pasadena	CA	91101		Special Notice
Bruce G. Willison		1656 San Onofre Dr.			Pacific Palisades	CA	90272		Claims Register
Bruce G. Willison	Munger Tolles & Olson LLP	c/o Todd J. Rosen	355 S. Grand Avenue, 35th Floor		Los Angeles	CA	90071		Special Notice
BuckleySandler LLP	Andrew L. Sandler	1250 24th Street, NW, Suite 700			Washington	DC	20037		Special Notice
Burnet Central Appraisal District	c/o McCreary, Veselka, Bragg & Allen, PC	Michael Reed	700 Jeffrey Way, Ste 100	PO Box 1269	Round Rock	TX	78680		Claims Register
Business Wire Inc.		44 Montgomery St. 39th Fl			San Francisco	CA	94104		Claims Register
Canise Arredondo		888 E. Walnut Street			Pasadena	CA	91101		Special Notice
Capital Group International Inc.	Capital Guardian Trust Company	11100 Santa Monica Blvd.			Los Angeles	CA	90025		Special Notice
Capital Intl Global High Yield Fund	Capital Guardian Trust Company	11100 Santa Monica Blvd	15th Floor		Los Angeles	CA	90025		Claims Register
Charles E. Wheeler	Cozen O'Connor	501 W. Broadway	suite 1610		San Diego	CA	92101		Special Notice
Christiana Bank & Trust Company	Corporate Trust Admin.	1314 King Street			Wilmington	DE	19801		Special Notice
Christina Ching		888 E. Walnut Street			Pasadena	CA	91101		Special Notice
CIT Corporate Offices		11 West 42 Street			New York	NY	10036		
CIT Corporate Offices		One CIT Drive			Livingston	NJ	07039		
Classic Fund Management		Aktiengesellschaft Raetikonstrasse	33 FL 9490 Vaduz					Principality of Liechtenstein	Special Notice
Coughlin Stoia Geller Rudman Robbin	John Folsom	c/o C. Kowalewski	655 W. Broadway, Suite 1900		San Diego	CA	92101		Special Notice
Coughlin Stoia Geller Rudman Robins Counsel to The Bank of New York Mellon AND The Bank of New York Mellon Trust Company, N.A.	Darren Robbins and David Walton	655 W. Broadway, Suite 1900			San Diego	CA	92101		Special Notice
County Of Denton	Seward & Kissel LLP	Ronald L. Cohen, Justin L. Shearer	One Battery Park Plaza		New York	NY	10004		Special Notice
County Of Williamson	c/o McCreary, Veselka, Bragg & Allen, PC	Michael Reed	700 Jeffrey Way, Ste 100	PO Box 1269	Round Rock	TX	78680		Claims Register
Crowe Horwath LLP	c/o McCreary, Veselka, Bragg & Allen, PC	Michael Reed	700 Jeffrey Way, Ste 100	PO Box 1269	Round Rock	TX	78680		Claims Register
CSC Corporation Service Company	Howard Grobstein	15233 Ventura Blvd., 9th Floor			Sherman Oaks	CA	91403		Special Notice
Dale Scott Heineman		2711 Centerville Road	suite 400		Wilmington	DE	19808		
David Danforth		32108 Alvarado Blvd., #381			Union City	CA	94587		Claims Register
David Hayes		POB 1863			Aspen	CO	81612		Claims Register
David R. Scott		888 E. Walnut Street			Pasadena	CA	91101		Special Notice
David R. Zaro		108 Norwich Avenue	PO Box 192		Colchester	CT	06415		Special Notice
Denise Marie Freeman		515 S. Figueroa Street	7th Fl		Los Angeles	CA	90071		Special Notice
Deutsche Bank National Trust Company	Attn: IN04H2	5611 Japonica Ave.			Pensacola	FL	92508		Claims Register
DHL Express (USA) Inc.	Legal Department	1761 E. Saint Andrew Place			Santa Ana	CA	92705		Special Notice
Dykema Gossett PLLC	c/o Richard M. Bendix, Jr.	P.O. BOX 670227			Houston	TX	77267		Claims Register
Dykema Gossett PLLC	Sheryl L. Toby	10 S. Wacker Drive, Suite 2300			Chicago	IL	60606		Claims Register
Dykema Gossett PLLC	Kevin Snyder	39577 Woodward Avenue	suite 300		Bloomfield Hills	MI	48304		Special Notice
Elaine Burik	c/o James F. Selbach PC	333 South Grand Avenue	suite 2100		Los Angeles	CA	90071		Special Notice
Ernst & Young		2700 Bellevue Ave.			Syracuse	NY	13219		Claims Register
FDIC	B. Amon James Esq., Counsel	725 South Figueroa Street			Los Angeles	CA	90017		Claims Register
FDIC	Claire L. McGuire, Senior Counsel	3501 Fairfax Drive, Room VS-D-7074			Arlington	VA	22226		Special Notice
Federal Deposit Insurance Corporation	c/o Allan H. Ickowitz, John W. Kim	3501 Fairfax Drive, Room VS-D-7078			Arlington	VA	22226		Special Notice
First Mutual Trust of Switzerland 1918 AG		Nossaman LLP	445 S. Figueroa Street, 31st Floor		Los Angeles	CA	90071		Special Notice
Franchise Tax Board	Special Procedures Section	Baarester 63			6300 Zug-Switzerland			Switzerland	Claims Register
Francisco Nebot		POB 2952			Sacramento	CA	95812		Claims Register
Gabrielle E. Greene		888 E. Walnut Street			Pasadena	CA	91101		Special Notice
Gilbert & Sackman, A Law Corporation	Joseph L. Paller, Jr., Michael D. Weiner	1040 S. Arroyo Blvd.			Pasadena	CA	91105		Claims Register
Glancy Binkow & Goldberg LLP	Frederick W. Gerkens III	3699 Wilshire Blvd., Suite 1200			Los Angeles	CA	90010		Special Notice
Glancy Binkow & Goldberg LLP	Lionel Glancy and Peter Binkow	1925 Century Park East	suite 2100		Los Angeles	CA	90067		Special Notice
Hartford Specialty Co	C/O Hartford Fire Ins Co	1801 Avenue of the Stars, Suite 311			Los Angeles	CA	90067		Special Notice
		Bkcy Unit T-1-55	Hartford Plaza		Hartford	CT	06115		Claims Register

Hewlett-Packard Company	Mr. Ken Higman, Sr. Default & Recover Analyst	2125 E. Katella Avenue		Anaheim	CA	92806	Special Notice
Hewlett-Packard Company	Ms. Anne Marie Kennelly, Corporate Counsel	3000 Hanover Street	Mailstop 1050	Palo Alto	CA	94304	Special Notice
Hewlett-Packard Company	Ms. Ramona Neal, Corporate Counsel	11311 Chinden Blvd.	Mailstop 314	Boise	ID	83714	Special Notice
Holt, Susanna		645 Rodeo Road		Sedona	AZ	86336	Claims Register
Horwitz Horwitz & Paradis	Paul O. Paradis	570 Fashion Avenue	#20	New York	NY	10018	Special Notice
Hugh M. Grant		1060 Kewen Dr.		San Marino	CA	91108	Claims Register
Hugh M. Grant	Munger Tolles & Olson LLP	c/o Todd J. Rosen	355 S. Grand Avenue, 35th Floor	Los Angeles	CA	90071	Special Notice
IBM Corporation	Attn: Vicky Namken, Bankruptcy Coordinator	13800 Diplomat Drive		Dallas	TX	75234	Special Notice
Ikon Office Solutions	Accounts Receivable Center	Attn: Bkcy Team	3920 Arkwright Rd Ste 400	Macon	GA	31210	Claims Register
Image Masters Inc.	Lawrence K. Kotler	30 S. 17th St.		Philadelphia	PA	19103	Claims Register
IndyMac Bank FSB		888 East Walnut Street		Pasadena	CA	91101	Special Notice
IndyMac Intermediate Holdings Inc.		888 East Walnut Street		Pasadena	CA	91101	Special Notice
Internal Revenue Service	Attn: Marvin Samuels	300 N. Los Angeles Street	Mail Stop 5022	Los Angeles	CA	90012	Special Notice
Iron Mountain Information Management, Inc.	c/o Frank F. McGinn	Bartlett Feinberg P.C.	155 Federal Street, 9th Floor	Boston	MA	02110	Special Notice
Iron Mountain Information Management, Inc.	R. Frederick Linfesty, Esq.	745 Atlantic Ave., 10th Fl.		Boston	MA	02111	Claims Register
IRS - Department Of The Treasury	Internal Revenue Service	PO Box 21125		Philadelphia	PA	19114	Claims Register
Jeff D. Kahane	Duane Morris LLP	865 Figueroa Street	suite 3100	Los Angeles	CA	90017	Special Notice
Jeffer Mangels Butler Marmaro LLP	Joseph A. Eisenberg P.C., Julia J. Rider	1900 Avenue of the Stars, 7th Floor		Los Angeles	CA	90067	Special Notice
Jeffrey D. Sternklar	Duane Morris	470 Atlantic Avenue	suite 500	Boston	MA	02210	Special Notice
Jeffrey H. Beck	J Beck & Associates	595 S. Federal Highway	suite 600	Boca Raton	FL	33432	Special Notice
Jeffrey Washington, Individually And On Behalf Of A Class Of Similarly Situated Individuals	Mower Carreon & Desai	Aashish Y. Desai, Esq.	8001 Irvine Drive, Ste 1450	Irvine	CA	92618	Claims Register
Jim Barbour		888 East Walnut Street		Pasadena	CA	91101	Special Notice
Jim Metcalfe	c/o Kenneth A. Wexler, Edward A. Wallace, Melisa Twomey	Wexler Toriseva Wallace LLP	55 W. Monroe, Suite 3300	Chicago	IL	60603	Special Notice
John Folsom	c/o Coughlin Stoia Geller Rudman & Robbins	Catherine J. Kowalewski	655 W Broadway, Ste 1900	San Diego	CA	92101	Claims Register
John Olinski		888 East Walnut Street		Pasadena	CA	91101	Special Notice
John Seymour	c/o Todd J. Rosen	Munger Tolles & Olsen LLP	355 S. Grand Ave., 35th Fl.	Los Angeles	CA	90071	Claims Register
JPMorgan Chase	c/o CT Corporation System	818 Seventh Street		Los Angeles	CA	90017	Special Notice
JPMorgan Chase		1111 Polaris Parkway		Columbus	OH	43240	Claims Register
Kathy Cernak, Individually And On Behalf Of A Class Of Similarly Situated Individuals	Mower Carreon & Desai	Aashish Y. Desai, Esq.	8001 Irvine Drive, Ste 1450	Irvine	CA	92618	Claims Register
Keller, Fishback & Jackson, LLP	Jim Metcalfe	c/o Daniel L. Keller, Stephen M. Fishback	18425 Burbank Blvd., Suite 610	Tarzana	CA	91356	Special Notice
Kirbe Behre	Paul Hastings Janofsky & Walker LLP	Attn: Vanessa L. Au	515 S. Flower Street	Los Angeles	CA	90071	Special Notice
Kurt F. Johnson		32108 Alvarado Blvd., #381	25th FL	Los Angeles	CA	90071	Claims Register
LA County Treasurer and Tax Collector	Attn: Linda D. Ramos	P.O. Box 54110		Los Angeles	CA	90051	Special Notice
Larry D. Gatewood		13231 Midway Rd		King George	VA	22485	Claims Register
LaSalle Bank National Association	Attn: DCO Trust Services Group	135 S. LaSalle Street, Suite 1511		Chicago	IL	60603	Special Notice
Law Offices of James V. Bashian PC	James V. Bashian	500 Fifth Avenue, Suite 2700		New York	NY	10110	Special Notice
Lee Squitieri	Stephen J. Fearon, Jr.	Squitieri & Fearon LLP	32 East 57th Street, 12th Floor	New York	NY	10022	Special Notice
Legg Mason Opportunity Trust		100 Light Street		Baltimore	MD	21202	Special Notice
Lehman ABS Corporation	c/o Wilmington Trust Co. as owner Trustee	745 Seventh Avenue		New York	NY	10019	Claims Register
Lehman ABS Corporation	c/o Wilmington Trust Company as owner Trustee	P.O. Box 8894		Wilmington	DE	19899	Special Notice
Lehman ABS Corporation	c/o the Apprentice-Hall Corp. System	2711 Centerville Road		Wilmington	DE	19808	
Lehman ABS Corporation	Attn: Officer or Managing or General Agent	745 Seventh Avenue		New York	NY	10019	
IndyMac Capital Trust IX	LaSalle Bank NA	Attn: COO Trust Services Group	135 S. LaSalle St, Suite 1511	Chicago	IL	60603	Schedule F
IndyMac Capital Trust X	Wilmington Trust Company	Attn: Corporate Capital Markets	Rodney Square North	1100 North Market Street		19890	Schedule F
IndyMac Capital Trust XI	LaSalle Bank NA	Attn: CDO Trust Services Group	135 S. LaSalle St, Suite 1511	Chicago	IL	60603	Schedule F
IndyMac Capital Trust XII	Christiana Bank & Trust Co.	Attn: Corporate Trust Admin	1314 King Street	Wilmington	DE	19801	Schedule F
IndyMac Capital Trust XIII	Wilmington Trust Company	Attn: Corporate Capital Markets	Rodney Square North	1100 North Market Street	Wilmington	DE	19890
IndyMac Master Trust	LaSalle Bank NA	Attn: CDO Trust Services Group	135 S. LaSalle St, Suite 1511	Chicago	IL	60603	Schedule F
Louis E. Caldera		9601 Peralta Rd. NE		Albuquerque	NM	87109	Claims Register
Louis E. Caldera	c/o Todd J. Rosen	Munger Tolles & Olson LLP	355 S. Grand Avenue, 35th Floor	Los Angeles	CA	90071	Special Notice
Lydia H. Kennard		1930 Mendocino Lane		Altadena	CA	91001	Claims Register
Lydia H. Kennard	c/o Todd J. Rosen	Munger Tolles & Olson LLP	355 S. Grand Avenue, 35th Floor	Los Angeles	CA	90071	Special Notice
Lyle E. Gramley		12901 Three Sisters Road		Potomac	MC	20854	Claims Register
Lyle E. Gramley	c/o Todd J. Rosen	Munger Tolles & Olson LLP	355 S. Grand Avenue, 35th Floor	Los Angeles	CA	90071	Special Notice
Manatee County Tax Collector	Ken Burton, Jr., CFC	PO Box 25300		Bradenton	FL	34206	Claims Register
Mandana Gholamhossein	c/o Patrick Laikin	Ebanks Taylor Horne	1301 McKinney, Ste. 2700	Houston	TX	77010	Claims Register
Mario Melillo		3606 Sara Dr.		Torrance	CA	90503	Claims Register
Marysela Sandoval, Individually And On Behalf Of A Class Of Similarly Situated Individuals	Mower Carreon & Desai	Aashish Y. Desai, Esq.	8001 Irvine Drive, Ste 1450	Irvine	CA	92618	Claims Register
Matthew A. Olins	Duane Morris LLP	190 South LaSalle Street	suite 3700	Chicago	IL	60603	Special Notice
Mazal Investment Partnership	c/o Coughlin Stoia	Rudman & Robbins	655 W Broadway Ste 1900	San Diego	CA	92101	Schedule F
Mazal Investment Partnership	c/o Coughlin Stoia Geller Rudman & Robbins	655 W Broadway, Ste 1900		San Diego	CA	92101	Claims Register

Meg Wade		888 E. Walnut Street		Pasadena	CA	91101	Special Notice
Mei Siew Chong		8501 Cape Cod Ave.		Fountain Valley	CA	92708	Claims Register
Michael Perry	c/o David B. Bayless, Tammy Albarran, Jessica D. Gabel	Covington & Burling LLP	1 Front Street, 35th Floor	San Francisco	CA	94111	Special Notice
Michael Perry	c/o Michael St. Patrick Baxter, Aisha L. Williams	Covington & Burling LLP	One CityCenter	Washington	DC	20001	Special Notice
Michael W. Perry	c/o D. Jean Veta	Covington & Burling LLP	One CityCenter	Washington	DC	20001	Special Notice
Morgan Stanley Mortgage Capital Inc	Attn: Andrew Neuberger	1221 Avenue of the Americas, 27th Floor		New York	NY	10020	Special Notice
Morgan Stanley mortgage Capital Inc. as Buyer Agent		1221 Avenue of the Americas, 27th Fl.		new York	NY	10020	Claims Register
Nicolas A. Daluiso		705 Second Avenue	suite 1700	Seattle	WA	98104	Special Notice
NWQ Investment Management Co LLC		2049 Century Park East, 16th Floor		Los Angeles	CA	90067	Special Notice
Oak Point Partners	Attn: Janice Alwin	P.O. Box 1033		Northbrook	IL	60065	
Office of the United States Trustee	Attn: Peter C. Anderson	725 S. Figueroa Street, Suite 2600		Los Angeles	CA	90017	Special Notice
Office of the United States Trustee	Attn: Ron Maroko	915 Wilshire Boulevard	suite 1850	Los Angeles	CA	90017	Special Notice
Office of Thrift Supervision		1700 G Street NW		Washington	DC	20552	Claims Register
Ohio Department Of Taxation	Attorney - Bankruptcy Division	Rebecca L. Daum	PO Box 530	Columbus	OH	43216	Claims Register
Ohio Department Of Taxation		150 E. Gay Street		Columbus	OH	43215	Claims Register
Ohio Department Of Taxation		30 East Broad Street		Columbus	OH	43215	Claims Register
One West Bank	Attn: Kurt Johnson	888 East Walnut Street		Pasadena	CA	91101	
One West Bank	Attn: Martha Belcher	888 East Walnut Street		Pasadena	CA	91101	
One West Bank	Attn: Simon Mekari	888 East Walnut Street		Pasadena	CA	91101	
One West Bank	Attn: Andrea Voulgaropoulos	888 East Walnut Street		Pasadena	CA	91101	
One West Bank Mortgage Servicing		P.O. Box 4045		Kalamazoo	MI	49003	
One West Bank, a Division of CIT Bank, N.A.		888 East Walnut Street		Pasadena	CA	91101	
Orange County Treasurer Tax Collector		P.O. Box 1438		Santa Ana	CA	92703	Claims Register
Orchid Island Trs LLC	J. Christopher Clifton	3305 Flamingo Dr.		Vero Beach	FL	92963	Claims Register
Orrick, Herrington & Sufcliffe LLP	Edwin Woodsome	777 South Figueroa St., Suite 3200		Los Angeles	CA	90017	Claims Register
Pam Marsh		888 E. Walnut Street		Pasadena	CA	91101	Special Notice
Patrick C. Haden		1525 Wilson Ave.		San Marino	CA	91108	Claims Register
Patrick C. Haden	c/o Todd J. Rosen	Munger Tolles & OLson LLP	355 S. Grand Avenue, 35th Floor	Los Angeles	CA	90071	Special Notice
Pension Benefit Guaranty Corporation	Office of the Chief Counsel	Attn: Ralph L. Landy, Esq.	1200 K Street N.W.	Washington	DC	20005	Claims Register
Peter Kandinov	c/o Edwin J. Mills	Stull Stull & Brody	6 East 45th Street	New York	NY	10017	Special Notice
Reuters America LLC	Attn: Angie Horrell	717 Office Parkway		Creve Coeur	MO	63141	Special Notice
Reuters America LLC	Attn: Allison Cappellazzo	88 Kerney Avenue, 6th Floor		San Francisco	CA	94108	Special Notice
Reuters America LLC		GPO Box 10410		Newark	NJ	07193	Special Notice
Reuters America LLC		PO Box 26803		New York	NY	10087	Special Notice
Richard Hopp		P.O. Box 3601		Van Nuys	CA	91407	Special Notice
Richardson & Patel LLP	Aram Ordebgian, Gil Mikalian	10900 Wilshire Blvd., Suite 500		Los Angeles	CA	90024	Special Notice
Robert L. Hunt II	c/o Todd J. Rosen	Munger Tolles & Olson LLP	355 S. Grand Avenue, 35th Floor	Los Angeles	CA	90071	Special Notice
Robert L. Hunt, II		1250 Virginia Rd		San Marino	CA	91108	Claims Register
Robert R. Barnes	Allen Matkins Leck Gamble Mallory	501 W. Broadway	15th Floor	San Diego	CA	92101	Special Notice
Roger Phillips	c/o Keller Fishback & Jackson LLP	Daniel L. Keller	18425 Burbank Blvd., Ste 610	Tarzana	CA	91356	Claims Register
RT Collections	Florida Department of Renue	5050 W. Tennessee St.		Tallahassee	FL	32399	
Ruthann Melbourne		888 E. Walnut Street		Pasadena	CA	91101	Special Notice
S. Blair Abernathy		888 E. Walnut Street		Pasadena	CA	91101	Special Notice
Sam Zhong Wang	c/o Micahel D. Braun	12304 Santa Monica Blvd., Ste 109		Los Angeles	CA	90025	Claims Register
San Diego County Treasurer-Tax Collector	Dan McAllister	1600 Pacific Highway, Room 162		San Diego	CA	92101	Claims Register
Schiffirin Barroway Topaz & Kessler	Ian D. Berg	280 King of Prussia Road		Randor	PA	19087	Special Notice
Scott & Scott LLP	Arthur L. Shingler III	600 B Street, Suite 1500		San Diego	CA	92101	Special Notice
Scott Keys	Attn: Julie A. Smith, Esq.	Willkie Farr & Gallagher LLP	1875 K Street, NW	Washington	DC	20006	Special Notice
Sheila Gregory		8710 Evaneline Dr. 816		N. Charleston	SC	29420	Claims Register
Shelly Harrington	c/o Daniel L. Keller and Stephen M. Fishback	Keller, Fishback & Jackson, LLP	18425 Burbank Blvd., Suite 610	Tarzana	CA	91356	Special Notice
Shelly Harrington	c/o Robert B. Weiser, Brett D. Stecker, Jeffrey J. Ciarlanto	The Weiser Law Firm, P.C.	121 N. Wayne Avenue, Suite 100	Wayne	PA	19087	Special Notice
Sierra National Construction, Inc. dba JRS General	c/o Porter Law Group, Inc.	Conor H. McElroy	7801 Folsom Blvd., Suite 101	Sacramento	CA	95826	Claims Register
Sierra National Construction, Inc. dba JRS General		5433 El Camino Avenue	suite 4	Carmichael	CA	95608	Special Notice
Skadden Arps Slate Meagher & Flom LLP	Van Durrer, Rand April	300 S. Grand Avenue, Suite 3400		Los Angeles	CA	90071	Special Notice
Sprint Nextel	Attn: Bankruptcy Dept	P.O. Box 7949		Overland Park	KS	66207	Claims Register
State of Florida, Dpt. Of Revenue	Out of State/Central Collections Unit	5050 W. Tennessee St.		Tallahassee	FL	32399	
State of Florida, Dpt. Of Revenue	Attn: Lisa Echeverri	5050 W. Tennessee St.		Tallahassee	FL	32399	
State of Florida, Dpt. Of Revenue	Out of State Collections Unit	1401 W. US Highway 90	Ste. 100	Lake City	FL	32055	
Stroock & Stroock & Lavan LLP	Alan Z. Yudkowsky	2029 Century Park East, Suite 1800		Los Angeles	CA	90067	Special Notice
Stroock & Stroock & Lavan LLP	Kristopher M. Hansen, Sayan Bhattacharyya	180 Maiden Lane		New York	NY	10038	Special Notice
Stuart A. Gabriel		801 Sassafras Way		Oak Park	CA	91377	Claims Register
Stull Stull & Brody	Patrice L. Bishop	10940 Wilshire Blvd., Suite 2300		Los Angeles	CA	90024	Special Notice
Stull Stull & Brody	Patrice L. Bishop	6 East 45th Street, 5th Floor		New York	NY	10017	Special Notice
Susan D. Profant, CFCA, CLA, Paralegal	Ken Burton, Jr., Tax Collector	Tax Collector's Office	P.O. Box 25300	Bradenton	FL	34206	Special Notice
	Manatee County, Florida						

Teresa D. Moore Terrance G. Hodel	c/o Keller Fishback & Jackson LLP	Daniel L. Keller 616 Biscayne Dr.	18425 Burbank Blvd., Ste 610	Tarzana San Rafael	CA CA	91356 94901	Claims Register Claims Register
Terrance G. Hodel The Bank Of New York Mellon The Federal Deposit Ins Corp Theresa D. Moore Thomas J. McKenna U.S. Bank Nat'l Assn (Securitization Claim) US Bank National Association, Successor to Bank of America) as Indenture Trustee and Institutional Trustee Wa Ymail Tripp Wachtell Lipton Rosen & Katz Wayman Tripp Wells Fargo Bank Wells Fargo Bank NA Wells Fargo Home Mortgage, Inc. West Verizon Wireless Whatley, Drake & Kallas, LLC Wilmington Trust Company Wilmington Trust Company - Guarantee Claim Wilmington Trust Company As Indenture Trustee And As Institutional Trustee And Delaware Trustee For IndyMac Capital Trust VI Wilmington Trust Company As Indenture Trustee And As Property Trustee And Delaware Trustee For IndyMac Capital Trust X Wilmington Trust Company As Indenture Trustee And As Property Trustee And Delaware Trustee For IndyMac Capital Trust XIII Wilmington Trust Company As Property Trustee And Delaware Trustee For IndyMac Capital Trust I XO Communications, LLC	c/o Todd J. Rosen Attn: Ronald L. Cohen Allan H. Ickowitz c/o Thomas J. McKenna Gainey and McKenna c/o Squire Sanders & Dempsey Attn: James H Byrnes c/o Evan J Smith c/o Brodsky & Sith LLC c/o Corporation Service Company Solomon Grindle Silverman & Spinell Joseph P. Guglielmo Corporate Capital Markets Wilmington Trust Company Wilmington Trust Company Wilmington Trust Company Wilmington Trust Company Attn: Brad Lee	Munger Tolles & Olson LLP One Battery Park Plaza 445 S. Figueroa St. 31st FL. Gainey & McKenna 295 Madison Avenue, 4th Floor 40 Central Ave., #2700 One Federal Street 3rd Floor Brodsky & Smith LLC 51 West 52nd Street Evan J. Smith 2730 Gateway Oaks, Suite 100 333 S. Grand Avenue, Suite 940 Attn: Thomas Silverman PO Box 33978 1540 Broadway, 37th Floor Rodney Sq North Rodney Square North Patrick J. Healy Patrick J. Healy Patrick J. Healy Patrick J. Healy 105 Molloy Street	355 S. Grand Avenue, 35th Floor 295 Madison Avenue, 4th Floor 9595 Wilshire Blvd Suite 900 9595 Wilshire Blvd, Ste. 900 12651 High Bluff Dr. suite 300 1100 N. Market Street 1100 North Market Street Rodney Square North 1100 North Market Street Rodney Square North 1100 North Market Street Wilmington Nashville	Los Angeles New York Los Angeles New York Phoenix Boston Beverly Hills New York Beverly Hills Sacramento Los Angeles San Diego Bloomington New York Wilmington Wilmington Wilmington Wilmington Wilmington Wilmington	CA NY CA NY AZ MA CA NY CA CA CA CA IL NY DE DE DE DE DE DE TN	91356 94901 90071 10004 90071 10017 10017 85004 02110 90212 10019 90212 95833 90071 92130 61701 10036 19890 19890 19890 19890 19890 19890 37201	Claims Register Special Notice Claims Register Claims Register Special Notice Special Notice Claims Register Schedule F Claims Register Claims Register Special Notice Special Notice Special Notice Claims Register Claims Register Claims Register Special Notice Special Notice Claims Register Claims Register Special Notice