

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Benjamin Nachimson (SBN # 166690) Woolf, Gafni & Fowler, LLP 10850 Wilshire Boulevard, Suite 510 Los Angeles, CA 90024 Phone: (310) 474-8776 Fax: (310) 919-3779 e-mail: ben.nachimson@wgflp.com  <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: David M. Goodrich, Chapter 7 Trustee	FOR COURT USE ONLY
<b>UNITED STATES BANKRUPTCY COURT</b> <b>CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION</b>	
In re: GREAT KHAN, INC.  Debtor(s).	CASE NO.: 2:13-bk-36467-BR CHAPTER: 7  <div style="text-align: center; padding: 10px;"><b>NOTICE OF SALE OF ESTATE PROPERTY</b></div>

<b>Sale Date:</b> 04/01/2015	<b>Time:</b> 10:00 am
<b>Location:</b> Courtroom 1668 of the above-captioned Court located at 255 E. Temple St., Los Angeles, CA 90012	

**Type of Sale:**  Public  Private      **Last date to file objections:** 03/18/2015

**Description of property to be sold:**

SEE EXHIBIT "A" (ARTICLES 2.1-2.3 OF THE ASSET PURCHASE AGREEMENT ATTACHED TO MOTION FOR ORDER APPROVING (1) SALE OF ASSETS AND ASSIGMENT OF CONTRACTS, (2) STALKING HORSE BID, AND (3) BIDDING PROCEDURES (THE "BIDDING PROCEDURES MOTION")

**Terms and conditions of sale:**

SEE BIDDING PROCEDURES ORDER ATTACHED AS EXHIBIT "B".

**Proposed sale price:** \$ 200,000.00

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):**

SEE BIDDING PROCEDURES ORDER ATTACHED AS EXHIBIT "B"

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

THE AUCTION OF HE PURCHASED ASSETS AS DEFINED IN EXHIBIT "A" WILL BE CONDUCTED AT THE SAME DATE, TIME AND LOCATION OF THE HEARING ON THE SALE MOTION, WHICH IS SET FOR APRIL 1, 2015 AT 10:00 A.M. IN COURTROOM 1668 OF THE ABOVE-CAPTIONED COURT LOCATED AT 255 EAST TEMPLE STREET, LOS ANGELES, CA 90012.

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

BENJAMIN NACHIMSON  
WOOLF, GAFNI & FOWLER, LLP  
10850 WILSHIRE BOULEVARD, SUITE 510  
LOS ANGELES, CA 90024  
TELEPHONE: (310) 474-8776  
FACSIMILE: (310) 919-3037  
E-MAIL: ben.nachimson@wgfillp.com

Date: 02/24/2015

**EXHIBIT "A"**

## ARTICLE 2

### PURCHASE AND SALE OF ASSETS; PURCHASE PRICE; DEPOSIT

**2.1 Purchase and Sale of Property; Transfer of Assumed Contracts; Assumption of Liabilities.** Subject to the terms and conditions of this Agreement, including, without limitation, approval of the Bankruptcy Court, Seller hereby agrees to sell, transfer, assign, convey and deliver to Buyer, free and clear of liens, claims, encumbrances and interests pursuant to Section 363(f) of the Bankruptcy Code, and Buyer agrees to purchase, assume and accept from Seller, all of Seller's right, title and interest in and to the following property as defined below (collectively, the "Purchased Assets"), as-is, where-is, without any representation or warranty, express or implied.

**2.1.1 Purchased Assets.** The term "Purchased Assets" includes the following:

(a) All of Seller's right, title and interest in and to any intellectual property owned or licensed by Seller or in which Seller has a proprietary interest, including Seller's name, all assumed fictional business names, trade names, registered and unregistered trademarks, service marks, logos, slogans, trade dress and the like, goodwill associated therewith, and registrations or applications, including its right in Serial Number 77458368, Registration Number 3751092 (the "Intellectual Property");

(b) All intangible assets, including, without limitation, contacts, pricing and other relevant lists, databases, and information relating to the customers, distributors, employees, consultants, suppliers, and historical operations and fiscal records;

(c) All other tangible assets, supplies, parts, inventory, promotional materials, office equipment, office furniture, computer hardware and software and other equipment and personal property;

(d) All permits, licenses, authorizations, registrations, consents and approvals relating to the Debtor (collectively, the "Permits"), whether governmental or otherwise, to the extent they are assignable or transferable in connection with the Transaction;

(e) All rights in the following adversary actions in the Bankruptcy Case for trademark infringement and related causes of action:

(i) Goodrich v. Hyung K. Lim, et. al.: Adversary No. 2:14-ap-0514-BR;

(ii) Goodrich v. Adar Aljab, et. al.: Adversary No. 2:14-ap-0515-BR;

(iii) Goodrich v. Circle Enterprises, Inc. et. al.,: Adversary No. 2:14-ap-01516-BR; and

(f) All leases, contracts, supply service agreements, and franchise agreements as listed on Exhibit "D", other personal property rights and intangibles (collectively, the "Leases and Contracts") which are associated with Great Khan, Inc. except those Leases and Contracts that by their terms or under applicable law are nontransferable or not assignable.

**2.2 Assumed Liabilities.** Buyer shall assume, pay, perform, satisfy and discharge all liabilities arising out of, incurred in connection with or related to the ownership of the Purchased Assets to the extent

arising from acts taken or omissions made from and after the Closing Date or related to the period from and after the Closing Date. Buyer shall retain all liabilities for any amounts required to be paid to a third-party in order to effectuate the assignment and transfer of a Permit, which Buyer shall pay in order to effectuate the assignment and transfer of such lease or executory contract. Buyer is not assuming any liability for pending or stayed litigation against Debtor or Seller with exception to the adversary proceedings described in Article 2.1.1 (e) of this Agreement. Buyer shall not, by virtue of the transaction contemplated by this Agreement, be deemed to have "successor" liability or responsibility for claims against or obligations of the Debtor arising prior to or as a result of the purchase and sale of the Purchased Assets. Except as otherwise provided in this Agreement, Buyer shall have no liability or responsibility for any liability or obligation of the Debtor arising from or related to the Restaurants other than for the purchase price payable under Article 2.4. Without limiting the effect of the foregoing, the transfer of the Purchased Assets and the assignment of any Leases and Contracts does not and will not subject the Buyer to any liability for claims against the Debtor, including, but not limited to, claims for successor vicarious liability, by reason of such transfer under the laws of the United States, any state, territory or possession thereof or the District of Columbia applicable to such transactions. The Buyer shall not be deemed, as a result of this Agreement and any subsequent Approval Order to: (a) be the successor of the Debtor; (b) have, de facto or otherwise, merged with or into the Debtor; (c) be a mere continuation or substantial continuation of the Debtor or the enterprise of the Debtor; or (d) be responsible for any liability of the Debtor or pay payment of any benefit accruing to the Debtor.

2.3 **Excluded Property.** Notwithstanding anything to the contrary contained in Article 1 2.1 above or elsewhere in this Agreement, the Purchased Assets do not include, Buyer shall not acquire (nor assume any liability related to), and Seller shall retain all right, title and interest in and to the following (collectively, "Excluded Property"):

(a) All preference or avoidance claims and actions of Seller, including, without limitation, any such claims and actions arising under any of Sections 510, 544, 545, 547, 548, 549 and/or 550 of the Bankruptcy Code;

(b) All of Seller's recoveries, payments from, and/or proceeds from the franchisees of Great Khan, Inc. received by the Seller prior to the Closing Date;

(c) All cash proceeds from the operation of Great Khan, Inc. in the Seller's possession as of the Closing Date;

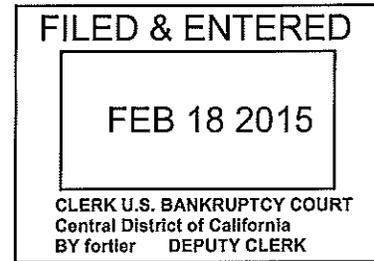
(d) All of Seller's rights in, to and under the Leases and Contracts that by their terms or applicable law are nontransferable or not assignable.

(e) All rights of Seller under this Agreement or any agreement entered into in connection with this Agreement or the Transaction contemplated hereby.

**EXHIBIT "B"**

1 BENJAMIN NACHIMSON (State Bar No. 166690)  
2 ben.nachimson@wgflp.com  
3 WOOLF GAFNI & FOWLER LLP  
4 10850 Wilshire Boulevard, Suite 510  
5 Los Angeles, California 90024  
6 Telephone: (310) 474-8776  
7 Facsimile: (310) 919-3037

8 Attorney for David M. Goodrich  
9 Chapter 7 Trustee



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

13 In re

14 Great Khan, Inc.

15 Debtor.

Case No.: 2:13-bk-36467-BR

Chapter 7

**ORDER APPROVING (1) SALE OF ASSETS  
AND ASSIGNMENT OF CONTRACTS, (2)  
STALKING HORSE BID, AND (3) BIDDING  
PROCEDURES**

**Hearing**

Date: February 3, 2015

Time: 2:00 p.m.

Place: Courtroom 1668

United States Bankruptcy Court

Central District of California

255 E. Temple Street

Los Angeles, CA 90012

Sale Date: April 1, 2015

22 A hearing on the Motion by David M. Goodrich, Chapter 7 Trustee for an Order  
23 Approving (1) Sale of Assets and Assignment of Contracts, (2) Stalking Horse Bid and (3)  
24 Bidding Procedures (the "Motion"), came on hearing on February 3, 2015, at the 2:00 p.m.  
25 calendar before the Honorable Barry Russell, United States Bankruptcy Judge. Benjamin  
26 Nachimson appeared on behalf of the Trustee. Rosendo Gonzalez appeared on behalf of Kathleen  
27 Tan and MK 2000, LLC. There were no other appearances. The Court, having considered the  
28 Motion, declarations, and exhibits filed therewith, oral arguments and good cause appearing

1 IT IS HEREBY ORDERED THAT:

2 1. The Motion is granted; and

3 2. Bids are due from potential bidders and must be received not later than 4 p.m. on March  
4 20, 2015 by Benjamin Nachimson, of counsel, Woolf, Gafni & Fowler, LLP, 10850 Wilshire  
5 Blvd., Suite 510, Los Angeles, CA 90024 if sent via regular or overnight mail or personal  
6 delivery, or via electronic mail at ben.nachimson@wgflp.com. For sale purposes, a Bid shall  
7 satisfy each of the following conditions as determined by the Trustee in his discretion:

8 a. Minimum Overbid. The minimum overbid shall be \$225,000;

9 b. Written & Irrevocable. Each Bid must be in writing and must state that it  
10 shall remain irrevocable unless and until the Trustee accepts a higher or otherwise better  
11 Bid, and such Potential Bidder is not selected as the Back-Up Bidder;

12 c. Form of Bid. A "Bid" for purposes of these Bidding Procedures shall  
13 mean an executed asset purchase agreement ("APA") in substantially the same form as the  
14 SW Foods APA. The Potential Bidder offers to purchase the Property should be made  
15 upon substantially similar or better terms and conditions as set forth in the SW Foods  
16 APA, with the APA clearly marked to show any and all amendments and modifications to  
17 the SW Foods APA, including, but not limited to, purchase price and contact information  
18 of the Potential Bidder. The APA shall reference the Deposit (as that term is defined  
19 below) and the requirement that any sale close no later than April 3, 2015 (the "Closing  
20 Deadline").

21 d. Bid Deposit. Each Bid must be accompanied by a deposit in an amount  
22 equal to the greater of \$50,000 or twenty three percent (23%) of the initial overbid amount  
23 (the "Deposit"), to be submitted to the Trustee in the form of a wire transfer, certified  
24 check or cashier's check, which amount shall be deposited into the David M. Goodrich,  
25 Chapter 7 Trustee Trust Account a client trust account, and received before the Bidding  
26 Deadline, provided that any and all Deposits shall be non-refundable unless and until the  
27 Auction has taken place and the Potential Bidder is not selected as either the Successful  
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1 Bidder (as that term is defined below) or Back-Up Bidder (as that term is defined below),  
2 in which case the Deposit will be refunded unless otherwise forfeited as a result of a  
3 breach;

4 e. Good Faith Offer. Each Bid must constitute a good faith, bona fide offer;

5 f. Sale "As Is". Each Bid must acknowledge that the sale contemplated  
6 thereunder shall be on an "as-is, where-is" basis, and that such Potential Bidder (i) has  
7 relied solely upon its own independent review, investigation and/or inspection of any  
8 documents and/or premises in making its Bid; and (ii) did not rely upon any written or  
9 oral statements, representations, promises, warranties or guaranties whatsoever, whether  
10 express or implied, regarding the Debtor's assets or the completeness of any information  
11 provided in connection with its Bid;

12 g. No Contingencies. No Bid can be subject to any due diligence  
13 contingencies or financing contingencies of any kind whatsoever;

14 h. Executed Transaction Documents. Each Bid must include an executed  
15 copy of any and all transaction documents necessary to effectuate the sale transactions  
16 contemplated in the Bid including, but not limited to, an APA;

17 i. Demonstrated Capacity. Each Bid must be accompanied by sufficient and  
18 adequate financial and other information to demonstrate, to the Trustee's satisfaction, that  
19 such Potential Bidder can consummate the proposed transactions required by its Bid and  
20 provide adequate assurance of future performance of all obligations to be assumed in the  
21 proposed transaction, including (a) current audited financial statements and latest financial  
22 statements of the Potential Bidder or, if the Potential Bidder is an entity formed for the  
23 purpose of acquiring the Debtor's assets, current audited financial statements and latest  
24 financial statements of the equity holders or sponsors of the Potential Bidder who will  
25 guarantee the obligations of the Potential Bidder, or (b) such other form of financial  
26 disclosure and/or credit-quality support or enhancement as will enable the Trustee to make  
27 a reasonable determination as to the Potential Bidder's financial and other abilities to  
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1 consummate the sale;

2 j. Identity. Each Bid must fully disclose the identity and contact information  
3 of each person or entity that will be participating in connection with such Bid, and the  
4 complete terms of any such participation;

5 k. Authorization. Each Bid must contain evidence that the Potential Bidder  
6 has obtained all necessary internal authorization or approval from its board of directors (or  
7 comparable governing body), with respect to the submission, execution, delivery, and  
8 closing of its Bid and transactions contemplated thereby.

9 l. Prohibition Against Collusive Bidding. Each Bid shall include a written  
10 statement acknowledging the prohibition against collusive bidding;

11 m. No Fees. Each Bid (other than the Stalking Horse bid) must be devoid of  
12 any break-up fee, transaction fee or any similar type of payment; and

13 n. Consent to Jurisdiction. Each Bid must confirm that the Potential Bidder  
14 submits to the jurisdiction of the Bankruptcy Court in connection with any disputes  
15 relating to these Bidding Procedures or Sale.

16 o. In the event the Trustee receives Bids by the Bidding Deadline but does not  
17 receive any Qualified Bids, then the Trustee shall be entitled to determine, in his  
18 discretion, whether to proceed with an Auction or a sale.

19 3. An Auction, if any, of the Debtor's assets shall occur at the hearing on the Sale Motion at  
20 10:00 a.m. on April 1, 2015 in Courtroom 1668 of the United States Bankruptcy Court for the  
21 Central District of California, Los Angeles Division, located at 255 E. Temple Street, Los  
22 Angeles, California, 90012.

23 a. In the event that the Trustee does not receive any Qualified Overbids he  
24 may seek court approval to sell the Property to SW Foods, LLC at the April 1, 2015  
25 hearing for the \$200,000 price provided in the SW Foods, LLC Asset Purchase  
26 Agreement.

27 b. If the Trustee receives on or before the Bidding Deadline one or more  
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1 Qualified Overbids from a Qualified Bidder or if he decides, in his discretion to proceed  
2 with an auction, then , on or before March 24, 2015 he shall file a notice with the Court  
3 notifying the Court and of his intent, pursuant to Section 363 of the Bankruptcy Code, to  
4 conduct an auction at the April 1, 2015 hearing and shall serve such notice on (i) all  
5 Qualified Bidders and Potential Bidders; (ii) all of the creditors of the Estate (iii) the  
6 Potential Creditors as defined in the SW APA; (iv) the Franchisees and/or Licensees of  
7 the Debtor; (v) all entities that have contacted the Trustee with an interest in purchasing  
8 the Property; (vi) the United States Trustee; and (vii) any entities that have filed a request  
9 for service of filings pursuant to Bankruptcy Rule 2002.

10 c. The Auction shall run in accordance with the following procedures:

11 i. The Auction will be conducted as an open bid process, with all bids  
12 stated orally and on the record;

13 ii. Bidding shall be conducted as follows: (i) if the Trustee receives a  
14 Qualified Overbid by the Bidding Deadline, Qualified Bidders and/or their  
15 representatives may bid at the Auction in person with bidding starting at the  
16 highest Qualified Overbid received or (ii) if the Trustee elects to proceed with the  
17 Auction in the absence of a Qualified Bid, Potential Bidders who submitted a Bid  
18 by the Bidding Deadline (each an ("Alternative Bidder") and/or their  
19 representatives may bid at the Auction in person with bidding starting at the  
20 amount of the highest Bid received as determined by the Trustee in his sole  
21 discretion;

22 iii. The opening bid shall be at least \$225,000;

23 iv. Thereafter, overbids shall be in minimum increments of  
24 \$10,000.00;

25 v. Bidding shall continue until such time as the highest and best bid is  
26 determined;

27 vi. The Trustee may recess the Auction at any time;

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vii. Qualified Bidders or Alternative Bidders may ask for a reasonable time for a recess during the Auction, which request the Court may grant in its sole and absolute discretion; and

viii. The Auction shall be governed by such other Auction Procedures as may be announced by the Trustee from time to time on the record at the Auction; provided, however, that any such other Auction Procedures shall not be inconsistent with any order of the Bankruptcy Court.

d. Upon completion of the Auction, the Trustee, in his discretion, shall select the highest and best Qualified Overbid or, if applicable, the Bid of an Alternative Bidder that will maximize the value of the Property, and is in the best interest of the Debtor's Bankruptcy Estate (the "Successful Bid"). The Trustee will then request that the Bankruptcy Court approve the Successful Bid. The Deposit for a Qualified Bidder or Alternative Bidder that submitted the Successful Bid will be nonrefundable upon the conclusion of the Auction. Upon the failure to consummate a sale because of a breach or failure on the part of a Qualified Bidder or Alternative Bidder who submitted the Successful Bid, the Trustee may select in his business judgment the next highest or otherwise best Qualified Bidder(s) or Alternative Bidder(s) to be the Successful Bidder(s).

e. At the conclusion of the Auction, the Trustee may designate a Back-Up Bidder or multiple Back-Up Bidders. If a Back-Up Bidder is selected, such Back-Up Bidder's Deposit shall be released upon the later to occur of (a) the closing of a transaction with the Successful Bidder, or other Back-Up Bidder; or (b) twenty (20) days after the entry of a final sale order. If the Successful Bidder does not close the transaction, then the Back-Up Bidder's Deposit shall be non-refundable and the Trustee shall close the transaction upon the terms of the Back-Up Bidder's last and highest bid at the Auction.

f. The closing of a sale of the Property to the Successful Bidder or Back-Up Bidder (the "Closing") shall be held in the office of counsel for the Trustee, or such other location as is agreed to by the parties, no later than April 6, 2015 unless expressly agreed

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to by the Trustee and the Successful Bidder in writing.

g. To the extent that SW Foods, LLC is overbid at an auction of the Property, and the sale closes to another purchaser, the Trustee will pay SW Foods, LLC an amount equal to all of SW Foods' actual out-of-pocket due diligence fees and expenses, with a maximum amount of \$10,000.

###

Date: February 18, 2015

  
\_\_\_\_\_  
Barry Russell  
United States Bankruptcy Judge

### 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:

10850 Wilshire Boulevard, Suite 510, Los Angeles, CA 90024

A true and correct copy of the foregoing document entitled: **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 02/24/2015, 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:

Ernie Zachary Park: [ernie.park@bewleylaw.com](mailto:ernie.park@bewleylaw.com)  
GGP Northridge Fashion Center, LP: [igold@allenmatkins.com](mailto:igold@allenmatkins.com)  
Thor D McLaughlin: [tmclaughlin@allenmatkins.com](mailto:tmclaughlin@allenmatkins.com)  
David M Goodrich (TR): [GoodrichTrustee@sulmeyerlaw.com](mailto:GoodrichTrustee@sulmeyerlaw.com)  
Benjamin Nachimson: [ben.nachimson@wgflp.com](mailto:ben.nachimson@wgflp.com)  
Tamara M Rider: [trider@michellawyers.com](mailto:trider@michellawyers.com)

Rosendo Gonzalez: [rossgonzalez@gonzalezplc.com](mailto:rossgonzalez@gonzalezplc.com)  
Peter F Jazayeri: [peter@jaz-law.com](mailto:peter@jaz-law.com)  
United States Trustee: [ustregion16.1a.ecf@usdoj.gov](mailto:ustregion16.1a.ecf@usdoj.gov)  
Woolf Gafni & Fowler LLP: [jason.cirlin@wgflp.com](mailto:jason.cirlin@wgflp.com)

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On 02/24/2015, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

**STALKING HORSE BIDDER:**

SW Foods, LLC  
c/o Young Park  
Lim Ruger & Kim, LLP  
1055 W. 7th Street, Suite 2800  
Los Angeles, CA 90017

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on 02/24/2015, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

By Personal Delivery:  
The Honorable Barry Russell  
United States Bankruptcy Court  
Central District of California  
Edward R. Roybal Federal Building and Courthouse  
255 E. Temple Street, Suite 1660 / Courtroom 1668  
Los Angeles, CA 90012

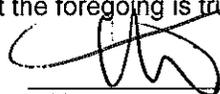
Via Electronic Mail:  
Attorneys for Stalking Horse Bidder: [alphan@us-attorneys.com](mailto:alphan@us-attorneys.com)

Service information continued on attached page

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

02/24/2015  
Date

Alan Kerbabian  
Printed Name

  
Signature

Label Matrix for local noticing  
0973-2  
Case 2:13-bk-36467-BR  
Central District Of California  
Los Angeles  
Tue Jan 6 15:06:56 PST 2015

GGP Northridge Fashion Center, LP  
o/o Ivan H. Gold  
Allen Watkins LLP  
Three Embarcadero Center  
12th Floor  
San Francisco, CA 94111-4015

H.K. 2000, LLC  
65 Pine Ave #365  
Long Beach, CA 90802-4718

~~Los Angeles Division  
255 East Temple Street,  
Los Angeles, CA 90012-3332~~

Employment Development Dept.  
Bankruptcy Group NIC 92E  
P.O. Box 826880  
Sacramento, CA 94280-0001

Great Khan, Inc  
2423 E 23rd St  
Los Angeles, CA 90058-1201

~~United States Trustee (LA)  
915 Wilshire Blvd, Suite 1850  
Los Angeles, CA 90017-3560~~

~~Kathleen Tan  
65 Pine Ave #365  
Long Beach CA 90802-4718~~

Franchise Tax Board  
Bankruptcy Section MS: A-340  
P.O. Box 2952  
Sacramento, CA 95812-2952

Los Angeles City Clerk  
P.O. Box 53200  
Los Angeles, CA 90053-0200

~~Woolf Gafni & Fowler LLP  
Woolf Gafni & Fowler LLP  
10850 Wilshire Blvd., Suite 510  
Los Angeles, CA 90024-4770~~

~~David M Goodrich (TR)  
333 S. Hope St., 35th Floor  
Los Angeles, CA 90071-1406~~

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) Daly City Serramonte, LLC

(u) SKM Foods LLC

(d) H.K. 2000, LLC  
65 Pine Ave #365  
Long Beach CA 90802-4718

(d) Kathleen Tan  
65 Pine Ave #365  
Long Beach, CA 90802-4718

End of Label Matrix  
Mailable recipients 11  
Bypassed recipients 4  
Total 15

**"Potential Creditors" (as defined in the Motion)**

<p>Air Exhaust Corporation 1937 Friendship Drive, Ste. E El Cajon, CA 92020 Re: Civil Case No. 37-2011-20108-SC</p>	<p>Morales Eraclio c/o Law Offices of Gene J. Goldsman 501 Civic Center Plaza Santa Ana, CA 92701</p>	<p>Laurel Hartman Senior Manager Macerich P.O. Box 2172 Santa Monica, CA 90407-2172</p>
<p>Annapolis Mongolian Food, LLC 6356 N Provence Rd. San Gabriel, CA 91775</p>	<p>Farmers Insurance Payment Processing Center PO Box 894731 Los Angeles, CA 90189</p>	<p>Lake Gem D1, LLC 1081 19<sup>th</sup> Street, Ste. 202 Virginia Beach, VA 23451</p>
<p>BW CPA Group 3600 Wilshire Blvd., Suite 1620 Los Angeles, CA 90010</p>	<p>Noel Guzman c/o Law Offices of Steven A. Afghani Orange County Offices 1711 N. Broadway, Suite #1 Santa Ana, California 92706 Re: Civ. Case No. 30-2012-00553276-CU-OE-CIC</p>	<p>Leading Insurance Group Insurance Co. LTD 505 North Brand Blvd. Suite 1024 Glendale, CA 91203</p>
<p>Capital One Bank (USA), N.A. P.O. Box 60599 City of Industry, CA 91716-0599</p>	<p>Los Angeles Department of Water and Power PO Box 515407 Los Angeles, CA 90051-6707</p>	<p>Montebello Town Center Investors, LLC 10 State House Square, 15<sup>th</sup> Flr. Hartford, CT 06103 Re: Civil Case 10D00848</p>
<p>California Averland Construction, Inc. 339 N. Virgil Ave. Los Angeles, CA 90004</p>	<p>Hanmi Bank 3327 Wilshire Boulevard Los Angeles, CA 90010</p>	<p>State of California Department of Business Oversight 320 West 4<sup>th</sup> Street, Suite 750 Los Angeles, CA 90013</p>
<p>CKFIS, Inc. Cal-Kor Insurance Services 3200 Wilshire Boulevard Suite 1700, S. Tower Los Angeles, CA 90010</p>	<p>Steve Hintz Tax Collector Ventura County 800 South Victoria Avenue Ventura, CA 93009</p>	<p>Dong Rim Lee Huh Cambridge Way Torrance CA 90503</p>
<p>Chittenden, LLC 140 Ocean Park Blvd. #629 Santa Monica, CA 90405</p>	<p>JF International, LLC Cambridge Way Torrance CA 90503</p>	<p>Inland Center WM Inland Investors IV, LP PO Box 849449 Los Angeles, CA 90084-9449</p>

Daly City Serramonte Center, LLC, 13215 E. Penn St., Suite 510 Whittier, CA 90602	La Cienega Partners, LP Department 58801 PO Box 670000 Detroit, MI 48267-0588 Acct: 3060008408	Louis Schillace General Manager Westfield Fashion Square 14006 Riverside Dr., Suite 17 Sherman Oaks, CA 91423
Chung Luen, Inc. 125 Barneveld Avenue San Francisco, CA 94124	Los Cerritos Center Macerich Cerritos LLC PO Box 849466 Los Angeles, CA 90084-9466	SM Mongolian Food Co. 1112 Fair Oaks Avenue South Pasadena, CA 91030
Tanforan Park Shopping Center, LLC 3600 Birch Street, Suite 250 Newport Beach, CA 92660 Attn: Civil Case No. CLJ192831	William C. Stratton Director County of Ventura Resource Management Agency Environmental Health Division 800 S. Victoria Avenue Ventura, CA 93009	Yacom USA, LLC 900 Regal Canyon Drive Walnut, CA 91789

**Franchisees/Licensees**

<p>Chung Soo Kim President Great Khan Mongolian, Inc. Plaza Camino Real 5253 El Camino Real, #236 Carlsbad, CA 92008</p>	<p>Jung Ja Yoo &amp; Yun Jo Lee Great Khan Mongolian Festival 239 Los Cerritos Center Cerritos, CA 90703</p>
<p>Jong Bong Lee Great Khan's Mongolian Festival Main Place 2800 N. Main Street, #290 Santa Ana, CA 92705</p>	<p>Allen Y and Carolyn M Ro Great Khan's Mongolian Festival Shops at Mission Viejo 555 Shops at Mission Viejo #vo10 Mission Viejo, CA 92691</p>
<p>Johnson Ying Great Khan's Mongolian Festival Montclair Plaza 2030 Montclair Plaza Lane Montclair Plaza, CA 91763</p>	<p>Eunice Lee Great Khan's Mongolian Festival Santa Anita Mall 400 S. Baldwin Avenue, #283 Arcadia, CA 91007</p>
<p>Chang Yong Kim Great Khan's Mongolian Festival South Bay Galleria 1815 Hawthorne Blvd., #TLP Redondo Beach, CA 90278</p>	<p>Sarah Soon Kum Kim Great Khan's Mongolian Festival Stonewood Center Mall 251 Stonewood Center FC#11 Downey, CA 90241</p>
<p>Eric Kim Great Khan's Mongolian Festival 2139 Hilltop Mall Rd San Pablo, CA 94806</p>	<p>Kevin Kim Great Khan's Mongolian Festival Fashion Square 14006 Riverside Dr., Ste. 250 Los Angeles, CA 91423</p>
<p>Andrew Chung Great Khan's Mongolian Festival Inland Center 500 S Inland Center Dr. San Bernardino, CA 92408</p>	<p>Kevin Kim Great Khan's Mongolian Festival The Oaks Mall 382 E Hillcrest Dr. Thousand Oaks, CA 91360</p>
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<p>Jean Cha Great Khan's Mongolian Festival One East Ridge Mall San Jose, CA 95117</p>	<p>Jean Cha Great Khan's Mongolian Festival Great Mall of the Bay Area 447 Great Mall Drive Milpitas, CA 95035-8028</p>

<p><u>Attorneys for Circle Enterprises, Inc.</u> Owners of Great Khan Mongolian Festival Horton Plaza, Plaza Bonita and Parkway Plaza Young K Chang 3250 Wilshire Blvd Ste 1915 Los Angeles, CA 90010</p>	<p><u>Attorneys for So Hee Kang</u> <u>Owner of Great Khan's Mongolian Festival Mission Valley</u> Jae Y. Kang, Esq. Kim Kang &amp; Oh, apc 7675 Dagget St., Suite 350 San Diego, CA 92111</p>
<p>Owner Great Khan's Mongolian Festival North County Fair 272 Via Rancho Parkway #433 Escondido, CA 92035</p>	<p><u>Attorneys for Yung J. Lim</u> Owner of Great Khan's Mongolian Festival – Rancho Cucamonga Dana M Douglas 11024 Balboa Blvd #431 Granada Hills, CA 91344</p>