

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>LEONARD PEÑA (State Bar No. 192898) lpena@penalaw.com PEÑA & SOMA, APC 402 South Marengo Ave., Suite B Pasadena, California 91101 Telephone (626) 396-4000 Facsimile (213) 291-9102</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtor and Debtor in Possession</p>	<p>FOR COURT USE ONLY</p>
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<p>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION</p>	
<p>In re:</p> <p>PARK GREEN LLC,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 2:15-bk-28991 VZ CHAPTER: 11</p> <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>

<p>Sale Date: 11/15/2016</p>	<p>Time: 11:00 am</p>
<p>Location: 255 E. Temple Street, Los Angeles, CA 90012 CTRM 1368</p>	

Type of Sale: Public Private **Last date to file objections:** 11/01/2016

Description of property to be sold:
Real property located at 1880 East Walnut Street, 175 North Greenwood Avenue, and 1890 East Walnut Street
Pasadena, California

Terms and conditions of sale:
See attached Purchase Agreement

Proposed sale price: \$ 5,600,000.00

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 Attached Purchase Agreement Describing Proposed Bidding Procedure. Generally:
Initial overbid of \$5,850,000.00 with subsequent overbids of \$50,000.00.

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

November 15, 2016 at 11:00 a.m.

United States Bankruptcy Court
255 E. Temple Street
Los Angeles, CA 90012
Ctrm 1368

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

LEONARD PEÑA (State Bar No. 192898)
lpena@penalaw.com
PEÑA & SOMA, APC
402 South Marengo Ave., Suite B
Pasadena, California 91101
Telephone (626) 396-4000
Facsimile (213) 291-9102

Date: 10/04/2016

PURCHASE AGREEMENT

This agreement ("Purchase Agreement") sets forth the terms and conditions of a contract between Bridge Financial Advisors, or Assignee (the "Buyer") and Park Green LLC, Debtor and Debtor in Possession (the "Seller"), for the purchase of the real property located at 1880 & 1890 E Walnut Street and 175 N. Greenwood Ave., Pasadena, California and further described on Exhibit "A" (the "Property"). When executed below, this Purchase Agreement will constitute conclusive evidence and the exclusive terms and conditions of the contract for such purchase and sale (the "Sale") of the Property.

1. PURCHASE PRICE; DEPOSIT; ESCROW. The total purchase price for the Property shall be \$5,600,000 ("Total Purchase Price"). Buyer shall make an initial deposit of \$50,000.00 (the "Initial Deposit") in the form of cashier's check or wire transfer made payable and delivered to Fidelity National Title Escrow Division, Glendale, California ("Escrow Holder") within two (2) business days of acceptance of this Purchase Agreement by Seller, Seller's execution of the Affirmation Agreement in the form attached hereto as Exhibit "B", and Seller and Buyer's receipt of a copy of the fully executed Purchase Agreement and the Affirmation Agreement.

- a. Escrow instructions corresponding to the terms of this Purchase Agreement shall be provided by the Escrow Holder and signed by the parties within five (5) business days of the date of Buyer's and Seller's receipt of said escrow instructions. Buyer and Seller shall deposit such documents and instruments with the Escrow Holder as and when reasonably required to complete the sale. Buyer shall be free to assign this Purchase Agreement to another person or entity ("Assignee") at Buyer's Sole Discretion.

The Total Purchase Price shall be paid as follows:

- b. 1st PROPERTY TAKEDOWN – PARCEL #2. Buyer shall pay \$1,250,000 to take fee simple title to Parcel #2 with no loan encumbrances. The entire 1st Property Takedown amount shall apply to the Total Purchase Price. The Initial Deposit shall be applied to the 1st Property Takedown.
- c. MONTHLY OPTION PAYMENTS – TO ACQUIRE PARCELS 1, 3 & 4. Buyer shall make, commencing on the date of the 1st Property Takedown, 12 Monthly Option Payments ("Monthly Option Payments to grant the option to Buyer to acquire the balance of the Property (Parcels #1, 3 & 4). The Monthly Option Payments shall be an amount sufficient to keep the loans secured by Parcels #1, 3 & 4) (the "SBA Loan") and operating expenses and property taxes current – minus the rental income collected from all 4 parcels of the Property. Seller shall contract with Buyer to serve as property manager to collect all rents and pay all operating expenses. Buyer will perform the property management services for no compensation. Effective

immediately upon execution of the Purchase Agreement, Seller shall submit to Buyer a current rent roll verified for accuracy and signed by Seller that includes the following information regarding each current tenant at the property: Tenant name, lease expiration date, lease extension options (if any), monthly rental rate, past due rent (if any), location and square footage occupied.

Seller to cooperate fully with Buyer's property management activities including collecting rent and obtaining estoppel certificates from each tenant. All rent collected shall first be applied to keep tenant's rent current from the on the date of entry of an order approving this Agreement by the Bankruptcy Court forward. Seller shall be permitted to occupy and use the following locations on the property until the Second Property Takedown closes without payment of rent:

1. The work lot located on the Northwest corner of the property further described as follows. The rectangle formed by the following boundaries: West boundary – The West side of the Property, North Boundary – The North Side of the Property, East Boundary – The line formed by starting at the West Side of the driveway on Walnut Street and extending due South, South Boundary – The line formed by starting on the North side of the driveway on Parkwood and extending due East.
2. The space located inside the roll up door in the building on the North East corner of the Property with approximate dimensions of 12' X 25' capable of containing a vehicle. The property to be occupied without rent is described in Exhibit "C".

All past due monies of any sort, including but not limited to any past due rents and or lease payments owed to the Seller on the date of entry of an order approving this Agreement by the Bankruptcy Court in the Seller's Bankruptcy Case are property of the Seller and not property being purchased by the Buyer.

See attached Exhibit "D"- Schedule of Monthly Option Payments for the estimated amount for each Monthly Option Payment. All Monthly Option Payments will be applicable to the Total Purchase Price. Should Buyer elect to cease making the Monthly Option Payments and/or not take down parcels #1, 3 & 4 within 12 months of the 1st Property Takedown and first Monthly Option Payment, Seller shall have the option to re-purchase Parcel #2 for up to 180 days after the last Monthly Option Payment is made by Buyer. The Seller's re-purchase price shall equal to: - the amount of the 1st Property Takedown, plus – the total amount of Monthly Option Payments made by Buyer, plus – Interest on the 1st Takedown & the Monthly Option Payments made by Buyer at 6% per annum.

- d. **EXTENSION PERIOD.** Buyer shall have a two (2) month extension option at the end of the Monthly Option Payments described in paragraph 1.c. above. During the time of the six-month extension period, Buyer will continue to make the Monthly Option Payments on the existing loan described in paragraph 1.c. above.
- e. **2nd PROPERTY TAKEDOWN.** Buyer shall pay the balance of the Total Purchase Price. The escrow closing date for the 2nd Property Takedown shall be on or before 30 days after the last Monthly Option Payment is paid by Buyer.
- f. Subject to Bankruptcy Court approval, Overbidding shall be as follows: The first overbid is to be \$5,650,000 plus a break-up fee of \$150,000.00 and \$30,000.00 expense reimbursement for an initial overbid of \$5,830,000.00. All subsequent overbids shall be in \$50,000.00 increments. All overbids shall be on the same terms and conditions as set forth in this Agreement and conform to the requirements ordered by the Court. The Seller will move the Court for an order approving bidding procedures in the form that are described in Exhibit "D" to this Agreement.

2. **BUYER'S DUE DILIGENCE; CANCELLATION RIGHT.** Buyer shall have thirty (30) calendar days from the date of entry of an order of the Bankruptcy Court approving this Purchase Agreement and confirming the sale of the Property to the Buyer hereof to perform, complete, and satisfy all contingencies, inspections, investigations, tests and reviews of reports, financing and to complete all due diligence which the Buyer desires for this Sale of the Property, including, but not limited to performing and completing any geological, soil, structural, environmental, or other tests, inspections, and investigations desired by Buyer ("Buyer's Due Diligence Period"). Buyer shall have an additional sixty (60) days at the end of the Buyer's Due Diligence Period to close escrow on the 1st Property Takedown. Buyer must, not later than the end of Buyer's Due Diligence Period, give Seller written notice of Buyer's election to proceed with this Purchase Agreement and waive the Buyer's Cancellation Right". If the Buyer elects to proceed with this purchase agreement and waive the Buyer's cancellation right, then the Initial Deposit shall become the Seller's property, free and clear of any of Buyer's liens and the Seller can make demand on escrow to turn over the Initial Deposit to the Seller to which the Buyer shall agree. The Initial Deposit is consideration for the Seller permitting Buyer a 2-month period after Buyer's Cancellation Right is waived to close the sale of the Property. If Buyer does not waive its Cancellation Rights, Buyer's and Seller's obligations under this Purchase Agreement shall be terminated and Buyer shall receive a refund of Buyer's Initial Deposit. If Buyer waives the Cancellation Rights as within such period, all such contingencies shall be automatically removed and Buyer's obligation to proceed shall be non-contingent except as provided herein for, (i) Buyer's review of a preliminary report and underlying documents respecting the title to the Property (as set forth in Paragraph 3), and (ii) Bankruptcy Court approval of this Purchase Agreement and the Sale (including as set forth in Paragraph 7), (iii) Buyer's review and approval

of the Phase 2 environmental site assessment of the Property prepared for U.S. Bank, a secured creditor, and. (iv) The Bankruptcy Court shall issue an order that cancels all leases on the property including specifically the lease with Eller Media Company that commenced on April 1, 1997 (the "Billboard Lease") effective no later than the closing date of the 2nd Property Take Down as described in paragraph 4.

3. **TITLE; TITLE INSURANCE.** Within three (3) business days after acceptance of this Purchase Agreement, Fidelity National Title Co (the "Title Company") or title company of Buyer's choice will be instructed to provide a preliminary report of the condition of title to the Property, including copies of underlying documents referred to in Schedule B thereof, for Buyer's review. Buyer may, not later than the end of the period specified in Paragraph 2, or until three (3) days after receipt of the preliminary report and underlying documents, whichever occurs later, in which to give Seller written notice ("Notice of Title Disapproval") that Buyer disapproves the condition of title with respect to a material matter(s) that interfere with the use of the Property for the purpose for which it is currently used or intended to be used. Such notice must refer to the specific exception(s) in Schedule B of the preliminary report and the specific underlying document(s) which are the basis for Buyer's disapproval. Within five (5) business days after receipt of such notice, Seller may, in Seller's sole discretion, either (i) cancel this Purchase Agreement and the sale, in which event Buyer's and Seller's obligations under this Purchase Agreement shall be terminated and Buyer shall receive a full refund of Buyer's deposit, or (ii) elect to correct the item(s) that were disapproved by Buyer, in which event the sale shall proceed. Seller may correct such item by any means that will result in the Title Company either removing the disapproved exception(s) from the preliminary report or providing title insurance coverage by endorsement against such exception(s). At the close of the sale, Seller shall convey and Buyer shall accept title to the Property as shown in Schedule B of the preliminary report, subject to any corrections as in this paragraph above, free and clear of all monetary liens, subject to the terms of the within contract. Buyer shall pay the costs of an ALTA Standard Owner's policy of title insurance.

4. **REMOVAL OF CONTINGENCIES; COURT CONFIRMATION; CLOSING; DELIVERY OF POSSESSION.** If Buyer does not issue a notice to proceed provided in Paragraph 2, Buyer's silence shall be deemed acceptance and Buyer shall be deemed to have satisfied and removed all of Buyer's contingencies and to proceed with the Sale. Upon such removal of contingencies, Buyer shall be unconditionally obligated to proceed with the sale, subject only to Bankruptcy Court confirmation as set forth below. If the Bankruptcy Court confirms the sale to Buyer, the closing shall take place as follows: as to 1st Property Take Down, no later than 60 days after the Buyer's Due Diligence Period described in paragraph 2 and as to the 2nd Property Take Down, no later than 30 days after the last Monthly Option Payment is made by the Buyer as described in paragraph 1.c. and 1.e. and no later than eighteen (18) calendar months following the entry of court order approving Sale. The closing shall occur on the date the deed transferring the Property to Buyer is recorded with the County Recorder where the Property is located. Occupancy shall be delivered to Buyer upon Escrow Holder's confirmation of recording.

5. **BANKRUPTCY SALE.** Buyer acknowledges that Seller is a Chapter 11 Debtor in Possession and is a party to this Purchase Agreement solely in that capacity. Seller and

Brokers and agents have not and will not determine the condition or fitness for use of the Property for any particular purpose. The sale shall be "as is," "where is," "with all faults," and with no warranty by or recourse whatsoever to Seller or Brokers or agents herein. Transfer of the Property shall be by Grant Deed. Buyer acknowledges the sale is subject to Bankruptcy Court approval and subject to better and higher offers.

6. **TAXES; PRORATIONS; COSTS OF SALE.** All real property taxes and assessments for the current tax year shown in the current County Tax Bill shall be prorated between Seller and Buyer and charged as of 30 days after entry of an order of the United States Bankruptcy Court in the Seller's bankruptcy case approving this Agreement and confirming the Buyer as the Purchaser of the Property. The sale shall be free and clear of any and all real property taxes (other than those prorated as provided above) enforceable against the Property through the closing date of the sale. Escrow fees shall be split between Buyer and Seller in the manner customary in the County where the Property is located. Seller shall pay any real property transfer tax. Seller shall pay the cost of a Natural Hazard Disclosure Report, from a vendor selected by Seller, to be furnished to Buyer through escrow. Buyer shall pay and have sole responsibility for compliance with any requirements imposed on the Property or this sale by any governmental agency (ies), including compliance with any applicable governmental retrofit requirements. Buyer shall pay the cost of recording the deed. Buyer and Seller shall each pay their own expenses of every other type except as specifically provided in this Purchase Agreement.

7. **BANKRUPTCY COURT APPROVAL; OVERBIDDING.** The sale is subject to notice to creditors, approval by the Bankruptcy Court, and higher and better bids received by Seller through and including the Bankruptcy Court hearing to confirm the sale. Payment of any and all real estate brokers' commissions, if any, is also subject to notice to creditors and approval by the Bankruptcy Court.

8. **NO BROKERS.** No commission or compensation shall be due or payable by Buyer to any Brokers in connection with this Agreement or sale. Seller hereby represents and warrants that Seller has not dealt with any broker, finder or other person entitled to any fee, commission or other compensation in connection with the Sale and Seller shall indemnify, defend and protect and hold Buyer and the related bankruptcy estate harmless of, from and against any claims, demands, actions, causes of action, losses, liabilities and costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as Buyer may suffer or incur in the event that any claims for any such fees, commissions or other compensation of any kind are hereafter asserted.

9. **MATERIAL CHANGE OF CONDITION.** In the event of any material change in the condition of the Property after the date of acceptance of this Purchase Agreement, if Buyer demands repair of any resulting actual damage to the Property, Seller may, at Seller's sole option: (a) elect to terminate this Purchase Agreement, in which event Buyer's and Seller's obligations to buy or sell shall terminate and the full Initial Deposit shall be refunded to Buyer; or (b) make required repairs at the Seller's expense if they are covered by insurance; or (c) assign any insurance proceeds for the damage to the Property to Buyer as of the close of the sale; or (d) but if there is no insurance coverage, the Seller shall not be obligated to make any repairs

but Buyer will still be required to comply with all the terms of this Agreement including closing the sale on the Property, it being agreed that in the event that Seller elects and complies with the terms of this paragraph, Buyer's obligation to proceed with the Sale shall be unaffected by any such material change in the condition of the Property.

10. **REMEDY FOR BUYER'S OR SELLER'S FAILURE TO CLOSE.** Buyer's sole remedy in the event that the sale fails to close as a result of Seller's inability or failure to close for any reason, including but not limited to the reason of failure to obtain approval of the sale by the Bankruptcy Court, shall be the mutual release of Buyer's and Seller's obligations to buy or sell and a full refund of the Initial Deposit (plus any increase thereof by Buyer). In the event Buyer fails to close the sale for any reason other than Seller's default, after Buyer's contingencies have been removed as under Paragraphs 3 and 4, Buyer's Initial Deposit (plus any increase, thereof by Buyer) shall be paid over to Seller and retained by Seller as its liquidated damages without further legal action. This provision shall apply equally to the Initial Deposit (and any increase, thereof by Buyer).

11. **BANKRUPTCY COURT JURISDICTION.** The U.S. Bankruptcy Court for the Central District of California shall have sole and exclusive jurisdiction to interpret and enforce the terms of this Purchase Agreement and Buyer hereby consents and submits to such exclusive jurisdiction. This Purchase Agreement shall be interpreted and enforced pursuant to the laws of the United States of America including the Bankruptcy Code, Title 11, United States Code.

12. **"AS-IS," "WHERE-IS" CONDITION; NO WARRANTIES.** Buyer acknowledges and agrees that, to the maximum extent permitted by law, the sale contemplated by this Purchase Agreement is made "as-is," "where-is," and "with all faults," except as specifically provided in this Purchase Agreement. Seller and Brokers and agents herein have not made, do not make, and specifically negate and disclaim any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, concerning or respecting (i) value of the Property; (ii) income to be derived from the Property; (iii) suitability of the Property, or lack thereof for any activity or use which Buyer may intend to conduct thereon, including any possibilities or limitations for future development; (iv) habitability, merchantability, marketability, profitability, or fitness for a particular purpose, of the Property, or lack thereof; (v) manner, quality, state of repair, or lack of repair of the Property; (vi) nature, quality, or condition of the Property, or any portion, system, or component thereof, including without limitation, water, soil, and geology; (vii) compliance of the Property or its operation, or lack thereof, with any laws, ordinances, regulations, rules, or orders of any applicable governmental authority or body; (viii) manner or quality of engineering, design, construction or materials, if any, incorporated into the Property; (ix) compliance or lack of compliance with any land use, building and safety, or other laws, ordinances, regulations, rules, orders, or other requirements imposed or enforced by any governmental or non-governmental body, including without limitation the Americans with Disabilities Act of 1990; (x) the presence or absence at, on, under, or adjacent to the Property, of materials described as "hazardous substances, hazardous materials, or toxic substances" or by similar terms under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S. Code §§9601, et seq.), the Hazardous Materials Transportation Act, as

amended (49 U.S. Code §§1801, et seq.), the Resource Conservation and Recovery Act (42 U.S. Code §§6901, et seq.), the Toxic Substance Control Act (15 U.S. Code §2601, et seq.), the Clean Water Act (33 U.S. Code §1251, et seq.), California Health and Safety Code §25117 or 25316), or other statutes and laws, all as amended and including all regulations issued thereunder; (xi) the content, completeness or accuracy of any Due Diligence materials or Preliminary Report regarding Title to the Property; (xii) the conformity or lack of conformity of the improvements to any plans or specifications for the Property, including any plans and specifications that may have been or may be provided to Buyer; (xiii) the conformity or lack of conformity of the Property to past, current, or future applicable zoning or building requirements; (xiv) any deficiency of any undershoring, drainage, or other aspects, systems, or components of or affecting the Property; (xv) the fact, if applicable, that all or a portion of the Property may be located on or near any natural hazard zone as determined by any governmental agency or body; (xvi) the existence of vested land use, zoning, or building entitlements affecting the Property or any other property; or (xvii) any other matter.

13. **OPPORTUNITY TO INSPECT; BUYER'S SOLE RELIANCE.** Buyer represents, warrants, acknowledges, and agrees that Buyer has been given the opportunity to inspect and investigate the Property and all other facts and circumstances deemed by Buyer relevant and significant, and to review information and documentation affecting the Property. In deciding to proceed with the sale, Buyer is relying solely on Buyer's own inspections and investigation of the Property (including by any outside professionals whom Buyer has elected to engage for such services) and review of such information and documentation, and not on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information made available to Buyer or provided or to be provided by or on behalf of Seller with respect to the Property was obtained from a variety of sources and that neither Seller nor the Brokers and agents herein nor any other person has made or makes any representations as to the accuracy or completeness of such information. Buyer hereby fully and irrevocably releases all such sources and preparers of information and documentation affecting the Property which were retained or engaged by Seller or Brokers or agents from any and all claims that Buyer may now or hereafter have against such sources and preparers of information, for any costs, expenses, losses, liabilities, damages, demands, actions, or causes of action arising from any such information or documentation. **SELLER HAS NOT PROVIDED OR WILL NOT PROVIDE ANY LEGAL OR TAX ADVICE TO BUYER.** Buyer is informed that Buyer must obtain any such advice, if desired by Buyer, from independent professionals selected and engaged by Buyer.

14. **PHYSICAL, GEOLOGICAL, PEST CONTROL, AND ENVIRONMENTAL INSPECTIONS AND INVESTIGATIONS.**

a. **BUYER SHALL CONDUCT THOROUGH PHYSICAL, GEOLOGICAL, PEST CONTROL, AND ENVIRONMENTAL INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS MAY BE DETERMINED BY BUYER, THROUGH QUALIFIED PROFESSIONALS SELECTED BY BUYER.** Seller and Brokers and agents herein strongly recommend that Buyer fully exercise and not waive such inspections and investigations.

b. Buyer shall select and employ, at Buyer's expense, a licensed engineer(s), architect(s), contractor(s), geologist(s), pest control licensee(s), environmental consultant(s), or other qualified professional(s) to make inspection(s) and

investigations of the Property, including, but not limited to, (i) its general structure, plumbing, heating, air conditioning (if any), electrical system, built-in appliances, cesspool/sewer/septic system, well, roof, soils, foundation, mechanical systems, pool, spa, related equipment and filters, sprinklers, and those other matters affecting the desirability of the Property (all if and only to the extent any such structures, systems, and components are presently a part of the Property); (ii) any actual or potential wood destroying pests or other conditions damaging to the Property or any portion thereof; (iii) environmental hazards, substances, products, or conditions, including without limitation, asbestos, formaldehyde, lead, lead-based paint, contaminated soil or water, fuel, chemical storage tanks, hazardous waste, electromagnetic fields, and radon gas, any of which may constitute a health risk; (iv) the presence or absence of any required governmental permits, inspections, applications, approvals, and certificates of occupancy, and compliance or lack of compliance with building codes and laws applicable to the Property; (v) plans and specifications for the Property; (vi) all applicable zoning, municipal, county, state, and federal, including those affecting the past, current, or any future use of the Property; (vii) deed restrictions and other matters of public record which may govern, restrict, condition, or prohibit the use, alteration, or development of the Property; and (viii) generally, without limitation, any and all other items and matters of whatsoever nature, character, or description, which Buyer deems material to Buyer's interests, in, on, or affecting the Property; and to approve or disapprove said inspection within the period and in the manner set forth in this agreement. During the escrow period, Buyer may enter the Property with reasonable notice during business hours for any purpose in connection with its purchase of the Property. Buyer will keep the Property free and clear of any mechanic's or materials liens arising out of any such entry.

15. **SELLER COOPERATION** Seller, at no cost to Seller, shall cooperate with Buyer in Buyer's efforts to obtain all permits, approvals, reviews or inspections for the Project by government agencies as Buyer may be required to obtain during the escrow period. Seller shall timely execute whatever documents may be necessary to obtain such approvals.

16. **COMPLETE AGREEMENT; NO OTHER REPRESENTATIONS OR WARRANTIES.** Seller shall not be liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, contractor, or other person. Buyer further acknowledges and agrees Seller has no obligations to make repairs, replacements or improvements except as may otherwise be expressly stated herein. Without limiting any other provision hereof, Buyer represents, warrants and covenants to Seller that, except for Seller's express representations and warranties specified in this Agreement, Buyer is relying solely upon Buyer's own investigation of the Property.

17. **WRITTEN AFFIRMATION OF SELLER REQUIRED.** This Purchase Agreement shall not be binding until accepted by Buyer and executed by Buyer and Seller on the signature page below; and then approved by Seller, in the form of the Seller's Affirmation of Agreement attached hereto as Exhibit "B" which, if so executed by Seller, will constitute Seller's

agreement that Seller will sell the Property to Buyer, subject to Bankruptcy Court approval, the rights of any overbidding parties, and the terms and conditions of this Purchase Agreement. Buyer further acknowledges that it would be imprudent and unrealistic to rely upon the expectation of entering into a binding agreement regarding the subject matter of this Purchase Agreement prior to receipt of Seller's Affirmation of Agreement, and further represents to Seller that any efforts to complete due diligence, to perform any of the obligations provided herein shall not be considered as evidence of binding intent without Seller's Affirmation of Agreement, and understands that BUYER'S ACCEPTANCE HEREOF SHALL HAVE NO FORCE OR EFFECT PRIOR TO BUYER'S RECEIPT OF SUCH AFFIRMATION OF AGREEMENT SIGNED BY SELLER.

18. **ATTORNEYS' FEES.** In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Purchase Agreement, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

19. **JURISDICTION AND VENUE.** The parties agree that the agreement was executed in and services are to be performed in Los Angeles county, state of California, where jurisdiction and venue are hereby acknowledged as proper. Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted exclusively in the United States Bankruptcy Court Central District of California presiding over the Seller's Bankruptcy Case.

20. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. This Agreement may be transmitted electronically, and it is the intent of the parties that the PDF copy of any signature printed by a receiving computer shall be deemed an original signature and shall have the same force and effect as an original signature.

EXPIRATION OF PURCHASE AGREEMENT. This Purchase Agreement shall expire if not accepted by Buyer by delivering a copy hereof, fully signed and initialed by Buyer, to Seller on or before close of business October 3, 2016. Such acceptance shall nevertheless be subject to Paragraph 19.

AGREED AND ACCEPTED:

"BUYER"

Dated: 10/2/2016

By: _____

Bridge Financial Advisors or Assignee

"SELLER"

Dated: _____

By: _____

STEVEN SCHULTZ
Managing Member
Park Green, LLC, Debtor and Debtor in Possession

EXHIBIT "A"

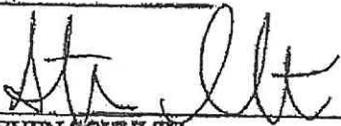
List of Properties

Address	APN	Zoning	SF
175 N Greenwood	5746-016-046	CG	7,794
1890 E Walnut	5746-016-047	CG	10,273
1880 E Walnut	5746-016-088	CG	16,808
1880 E Walnut	5746-016-087	RM-16	8,431
Total:			43,306

EXHIBIT "B"

SELLER'S AFFIRMATION OF AGREEMENT

Seller hereby acknowledges Buyer's acceptance of the foregoing Purchase Agreement and affirmatively agrees to sell the Property to Buyer on the terms and conditions of the foregoing Agreement, but subject to Bankruptcy Court approval and rights any of over bidders. Seller shall revoke any other outstanding Purchase Agreements made to other prospective buyers or make the same subject and subordinate to this agreement.

"SELLER"
Dated: 9-21-16
By: 
STEVEN SCHULTZ

Managing Member
Park Green, LLC, Debtor and Debtor in Possession

JAD

In re: Park Green LLC Debtor(s).	CHAPTER: 11 CASE NUMBER: 2:15-bk-28991 VZ
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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
PEÑA & SOMA, APC
402 South Marengo Ave., Suite B
Pasadena, CA 91101

A true and correct copy of the foregoing document entitled (*specify*): 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 10/4/2016, 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:

- Alan F Broidy on behalf of Creditor Allstar Financial Services Inc alan@broidylaw.com, sherrie@broidylaw.com
- Vanessa M Haberbusch on behalf of Interested Party Haberbusch & Associates, LLP vhaberbusch@lbinsolvency.com, dhaberbusch@lbinsolvency.com, ahaberbusch@lbinsolvency.com, abostic@lbinsolvency.com, haberbusch.assistant@gmail.com, mblake@lbinsolvency.com
- George C Lazar on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION glazar@foxjohns.com
- Kelly L Morrison on behalf of U.S. Trustee United States Trustee (LA) kelly.l.morrison@usdoj.gov
- Leonard Pena on behalf of Debtor Park Green LLC lpena@penalaw.com, penasomaecf@gmail.com
- Leonard Pena on behalf of Plaintiff Park Green LLC lpena@penalaw.com, penasomaecf@gmail.com
- United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On 10/4/16, 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.

Honorable Judge Vincent P. Zurzolo: 255 E. Temple Street, Suite 1360 / Courtroom 1368, Los Angeles, CA 90012

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 _____, 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.

Service information continued on attached page

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

10/4/16
Date

VERONICA CASTRO
Printed Name

/s/ VERONICA CASTRO
Signature

Park Green LLC
2570 E. Walnut Street
Pasadena, CA 91107

Leonard Peña
PEÑA & SOMA, APC
402 South Marengo Ave., Suite B
Pasadena, CA 91101

United States Trustee
725 South Figueroa Street
26th Floor
Los Angeles, CA 90017

Bridge Financial Advisors, LLC
Jim Osterling
1560 Homewood Drive
Altadena, CA 91001

Al & Ed's Auto Sound
1880 E. Walnut
Pasadena, CA 91107

All Star Financial Services, Inc.,
20700 Ventura Blvd.,
Suite 222
Woodland Hills, CA 91364

Haberbush & Associates, LLP
Vanessa M. Haberbush
444 W. Ocean Blvd
Long Beach, CA 90802

Eller Media Company
1550 W. Washington Blvd.,
Los Angeles, CA 90007

Franchise Tax Board
Attn Bankruptcy
PO Box 2952
Sacramento, CA 95812-2952

Life Safer of So Cal.
170 N. Parkwood Avenue
Pasadena, CA 91107

Internal Revenue Service
PO Box 21126
Philadelphia, PA 19114

LA County Tax Collector
PO BOX 54088
Los Angeles, CA 90054

MJL Construction
1441 Huntington Drive
#1460
South Pasadena, CA 91030

Los Angeles County Fire Department
Fire Department Headquarters
1320 N. Eastern Avenue
Los Angeles, CA 90063

Michele Lynette Gamble
Collins, Collins, Muir & Stewart
750 The City Drive S. Ste. 400
Orange, CA 92868

RJ's Auto Body
1870 E. Walnut Ave.,
Pasadena, CA 91107

Paseo Limousine
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Pasadena, CA 91107

Rincon Foreclosure Services, LLC
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Steven C. Schultz
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Sergio Pietro Sardo
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Steven Schultz
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Tait Environmental Services, Inc.,
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