

Debtor(s).

**Location:** Auction on 12/10/2022 will be held at Levene, Neale, Bender, Yoo & Golubchik L.L.P. (see address above)

**Last date to file objections:** November 20, 2024 at 12:00 p.m.

**Description of property to be sold:** That certain real property located at 450 S. Western Avenue, Los Angeles, CA 90020. See attached Bidding Procedures Order, Bidding Procedures and Joint Statement for further information. An Auction will take place on December 10, 2024, starting at 10:00 a.m. A hearing for the Bankruptcy Court to consider approval of the proposed sale will take place on December 18, 2024, starting at 9:00 a.m. All time references are prevailing Pacific Time.

**Terms and conditions of sale:** Free and clear of all liens, claims, encumbrances and other interests. See Bidding Procedures Order and Bidding Procedures attached as Exhibit A to this Notice, and the Joint Statement attached as Exhibit B to this Notice.

**Proposed sale price:** TBD

**Overbid procedure (if any):** See Bidding Procedures Order and Bidding Procedures attached as Exhibit A to this Notice and the Joint Statement attached as Exhibit B to this Notice.

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

Date: December 18, 2024

Time: 9:00 a.m.

Place: United States Bankruptcy Court, Central District of California

Courtroom 1575

255 East Temple Street, Los Angeles, CA 90012

Please check Court's tentative ruling calendar prior to the hearing.

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

William Bauman and Kyle Miller - Newmark

Email: bill.bauman@nmrk.com; kyle.miller@nmrk.com

See attached Bidding Procedures for additional information.

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Levene, Neale, Bender, Yoo & Golubchik L.L.P. (Debtors'

bankruptcy counsel) - Ron Bender, Beth Ann R. Young and

Krikor J. Meshefejian

Date: 11/13/2024

# EXHIBIT "A"

### **BIDDING PROCEDURES – AGTJ13, LLC**

These bidding procedures (the “Bidding Procedures”) relate to the proposed free and clear sale by AGTJ13, LLC (the “Debtor”) of that certain real property located at 450 S. Western Avenue, Los Angeles, CA (the “Property”).

At a hearing held on September 25, 2024 before the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the “Bankruptcy Court”) under Case No. 2:24-bk-11409-SK, jointly administered with Case No. 2:24-bk-11412SK, the Bankruptcy Court approved these Bidding Procedures, which are intended to ensure that the highest and best possible price is paid for the Property by a purchaser who has the financial ability to close on the sale of the Property (the “Sale”). A copy of the Bankruptcy Court order approving these Bidding Procedures is attached hereto, without exhibits, as **Exhibit “A.”**

The Debtor, with the consent of Lone Oak Fund, LLC and CPIF California, LLC, reserves the right to (i) seek a further order of the Bankruptcy Court to alter these Bidding Procedures, including to provide for a stalking horse bidder, if the Debtor determines that doing so is in the best interest of its bankruptcy estate and (ii) alter the procedures for bidding at the Auction by updating these Bidding Procedures prior to the open of the Auction.

### **Free and Clear Sale of the Assets**

The sale of the Property is proposed to be free and clear of all liens, claims, encumbrances and other interests pursuant to and in accordance with Section 363(b) and (f) of the Bankruptcy Code, subject to Bankruptcy Court approval, with any liens that exist against the Property to attach to the proceeds of the sale with the same priority and to the same extent, priority, enforceability, unavailability and validity as such liens have in and to the Property as of the date of the sale and any distribution of any proceeds subject to the terms of the Term Sheet. For the avoidance of

doubt, the Lenders continue to retain their rights/rights to object to an actual sale under 11 U.S.C. § 363 (with CPIF California, LLC's rights subject to its agreements under the Term Sheet).

An auction (the "Auction") will take place on **December 10, 2024, commencing at 10:00 a.m. (prevailing Pacific Time)**, at the law offices of Levene, Neale, Bender, Yoo & Golubchik L.L.P. ("LNBYG"), which is serving as bankruptcy counsel to the Debtor. All Qualified Bidders (as defined below) and their representatives will be authorized to appear at the Auction in person or by video Zoom. The Zoom information for the Auction will be provided in advance to all Qualified Bidders who wish to participate in the Auction by Zoom.

### **Bidding Process**

The Debtor has retained Newmark of Southern California, Inc. dba Newmark Knight Frank ("Broker") to serve as the Debtor's real estate broker. Broker, the Debtor's Chief Restructuring Officer and LNBYG will jointly conduct the Auction.

### **Key Dates for Interested Bidders**

These Bidding Procedures provide interested parties with a detailed explanation of what they need to do to participate in the Sale process and Auction.

The key dates for the free and clear asset sale process and Auction are as follows:

<b>October 24, 2024 at 5:00 p.m. (prevailing Pacific time)</b>	Initial Bid Deadline – Due Date for initial bids to be submitted by all parties who wish to participate in the sale process and Auction. In order to participate in the sale process and Auction, all prospective bidders must do all of the following: <ol style="list-style-type: none"><li>1. Submit a redlined version of the template asset purchase agreement which will be provided by the Debtor (the "<u>Template APA</u>") indicating all changes that are requested to be made to the Template APA and a clean version of such potential bidder's revised purchase agreement (the</li></ol>
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	<p>“<u>Submitted APA</u>”), which will include such proposed bidder’s initial bid and any contingencies/conditions precedent to closing the Sale of the Property;</p> <ol style="list-style-type: none"> <li>2. Submit all documents and evidence to enable Broker and the CRO to reasonably determine whether the proposed bidder has the financial wherewithal and ability to participate in the Auction and close the sale on the timeline set forth herein; and</li> <li>3. Submit an initial deposit in the amount of five-hundred thousand dollars (\$500,000) (the “<u>Initial Deposit</u>”), which Initial Deposit would be deemed non-refundable if the bidder is deemed to be the winning bidder or (as set forth more fully below) the winning back-up bidder at the Auction and then the Debtor’s proposed free and clear sale of the Property to the bidder is approved by the Bankruptcy Court.</li> </ol> <p>An Initial Bid received after the Initial Bid Deadline shall not be considered unless the CRO and Broker, for good cause after consultation with the Lenders, consents.</p>
<p><b>October 31, 2024</b></p>	<p>“Final and Best” Bid deadline – Due Date for all bidders who submitted initial bids and who wish to participate in the Auction to submit their “final and best” bid (the “<u>Final and Best Bid</u>”) (or indicate that such bidder’s Initial Bid is the Final and Best Bid) and provide to Broker any additional information requested by Broker in connection with the Initial Bid. In order to be eligible to submit a “Final and Best” bid and participate in the Auction, a bidder must have submitted an Initial Bid, unless the CRO and Broker decide, in consultation with the Lenders, to waive such a requirement with respect to any such bidder. Any Final and Best Bid</p>

	<p>submitted by a bidder who has not submitted an Initial Bid must comply with all requirements of the submission of an Initial Bid (other than with respect to the deadline for submission of an Initial Bid). A Final and Best Bid received after the Final and Best Bid Deadline shall not be considered unless the CRO and Broker, for good cause after consultation with the Lenders, consent.</p> <p>For the avoidance of doubt, a Final and Best Bid, and an Initial Bid that a bidder designates as its Final and Best Bid, is binding on the bidder and irrevocable, with the submitting bidder obligated to proceed with such bid in accordance with its terms (i.e., a bidder may use any diligence outs included its Final and Best Bid but may not withdraw the bid unless the Submitted APA permits such withdrawal).</p>
<b>November 7, 2024</b>	<p>Deadline to designate Stalking Horse Bid – Deadline by which the Debtor may, but is not required to, identify a Stalking Horse Bid and any bid protections proposed to be provided to Stalking Horse Bidder, with any such Stalking Horse Bidder, Stalking Horse Bid and bid protections subject to Bankruptcy Court approval. This deadline may be extended by the Debtor with the consent of Lone Oak Fund, LLC and CPIF California, LLC (the “<u>Lenders</u>”).</p> <p>The Stalking Horse Bidder, if any, and the bid protections, if any, will be determined by the CRO in consultation with the Broker and the Lenders, and are subject to further Bankruptcy Court approval.</p>
<b>December 6, 2024 at 5:00 p.m. (prevailing Pacific Time)</b>	<p>Contingency Removal Deadline - Deadline for all bidders to complete due diligence and remove/waive any and all contingencies, including financing and due diligence contingencies such that the only contingency/condition precedent to closing on</p>

	<p>such bid is the entry of a sale order approving the Sale to such bidder.</p> <p>Failure by any bidder to withdraw its bid prior to such deadline will result in such bids becoming binding and irrevocable without contingencies.</p> <p>Additional Deposit Deadline – Deadline for all bidders (other than those withdrawing their bids consistent with the terms of the Submitted APA) to submit an additional deposit of one-million dollars (\$1,000,000.00) (the “<u>Additional Deposit</u>” and together with the Initial Deposit, the “<u>Deposit</u>”). For the avoidance of doubt, to participate at the Auction, the total Deposit submitted by a bidder shall be \$1,500,000.00.</p>
<b>December 9, 2024, at 2:00 p.m. (prevailing Pacific Time)</b>	Deadline for Debtor to identify all Qualified Bidders and Qualified Bids
<b>December 10, 2024 at 10:00 a.m. (prevailing Pacific time)</b>	Auction to be held at the offices of Levene, Neale, Bender, Yoo & Golubchik L.L.P., which are located at 2818 La Cienega Avenue, Los Angeles, CA 90034, or via Zoom with all Qualified Bidders and their respective advisors to be provided with particulars in advance of the Auction.
<b>December 18, 2024 at 9:00 a.m. (prevailing Pacific time)</b>	Hearing to be conducted before the Bankruptcy Court for the Bankruptcy Court to approve the Debtor’s sale of the Property to the winning bidder at the Auction (the “ <u>Sale Hearing</u> ”)
<b>January 16, 2025</b>	Outside date by when the winning bidder at the Auction is required to close its purchase of the Property (the “ <u>Sale Closing</u> ”) unless the Debtor, Lone Oak Fund, LLC and CPIF California, LLC jointly agree to extend the Sale Closing date (with each party being permitted to withhold or provide its consent in its sole and absolute discretion).

**Due Diligence Access / Auction Participation Requirements**



In order to participate in the Auction process as a bidder, a person or entity interested in purchasing the Property (a “Potential Bidder”) must deliver or have previously delivered to Broker, all of the following documents (the “Participation Requirements”): (1) an executed non-disclosure agreement with the form to be obtained from Broker; (2) a statement demonstrating a bona fide interest in purchasing the Property; and (3) at least one of the following: (i) written evidence of readily available funds (as reasonably determined by CRO after consulting with Broker and Lenders) equal to the Potential Bidder’s initial bid and any increase the Potential Bidder desires to have authority to bid to, with Debtor to keep all such information completely confidential, (ii) a firm commitment for financing sufficient for the Potential Bidder to timely consummate its purchase of the Property (as reasonably determined by CRO after consultation with Broker and Lenders), or (iii) other sufficient information, which may include current audited financial statements and the latest unaudited financial statements of the Potential Bidder and/or its equity holders, or such other form of financial disclosure and credit-quality support or enhancement that will allow Broker and the CRO to make a reasonable determination (after consultation with Lenders) as to the Potential Bidder’s financial and other capabilities to timely consummate its purchase of the Property should it prevail at the Auction. Any Potential Bidder who has satisfied the foregoing Participation Requirements will be afforded, subject to the other provisions of these Bidding Procedures, due diligence access and additional information through access to an online data room and direct communication with the CRO as the Potential Bidder desires and Broker determines to be appropriate under the circumstances and subject to the availability of the CRO. For the avoidance of doubt, Lenders will be treated as Bidders and Qualified Bidders (and afforded access to the data room) without the requirement of satisfying the Participation Requirements (but will agree to reasonable non-disclosure agreements prior to accessing the data room).

### **Due Diligence Limitations**

The Debtor and Broker shall not be obligated to furnish any due diligence information to any Potential Bidder after the Contingency Removal Deadline. In their discretion, the Debtor and Broker may, but shall not be obligated to, furnish additional information to Qualified Bidders after the Contingency Removal Deadline. The Debtor and Broker reserve the right to withhold any due diligence materials from any Potential Bidder that the Debtor and Broker reasonably determine, after consultation with Lenders, are business-sensitive or otherwise not appropriate for disclosure to any Potential Bidder.

Neither the Debtor, CRO, Broker, Lenders nor any of their representatives or advisors shall be obligated to furnish information of any kind whatsoever to any person or entity who is not determined to have satisfied the Participation Requirements.

All due diligence requests must be directed to Broker, Attn: William Bauman, Email: bill.bauman@nmrk.com; and Kyle R. Miller, Email: kyle.miller@nmrk.com.

### **Due Diligence from Potential Bidders**

Each Potential Bidder shall comply with all reasonable requests for additional information by the Debtor acting through the CRO, or Broker, or their advisors regarding such Potential Bidder, including, without limitation, the Potential Bidder's financial wherewithal and ability to close the Sale. The failure by a Potential Bidder to comply with any such requests is a basis for the Debtor acting through the CRO, and Broker, to determine that such Potential Bidder is not or cannot be a Qualified Bidder.

### **Bid Deadlines for All Bidders**

The deadline for all bidders to submit their initial bid for the Property ("Initial Bid") is **October 24, 2024 at 5:00 p.m. (prevailing Pacific time)** (the "Initial Bid Deadline"). An Initial

Bid may be transmitted electronically and must be received on or before the Bid Deadline by the Debtor, Broker, CRO, LNBYG, Lone Oak and CPIF (collectively, the “Receiving Parties”). An Initial Bid received after the Initial Bid Deadline shall not be considered unless the CRO and Broker, for good cause after consultation with the Lenders, consents.

The deadline for all bidders to submit their “Final and Best” bid (a “Final and Best Bid”) (or indicate that such bidder’s Initial Bid is the Final and Best Bid) and provide to to Broker any additional information requested by Broker in connection with the Initial Bid, is **October 31, 2024 at 5:00 p.m. (prevailing Pacific time)** (the “Final and Best Bid Deadline”). In order to be eligible to submit a Final and Best Bid and participate in the Auction, a bidder must have submitted an Initial Bid, unless the CRO and Broker decide, in consultation with the Lenders, to waive such a requirement with respect to any such bidder. The bidder that provides, in the CRO’s and Broker’s determination, upon consultation with the Debtor, LNBYG, Lone Oak and CPIF, the highest and best Final and Best Bid will be eligible to serve as a stalking horse bidder, with the terms of any such stalking horse bid subject to negotiation and Bankruptcy Court approval. A Final and Best Bid received after the Final and Best Bid Deadline shall not be considered unless the CRO and Broker, for good cause after consultation with the Lenders, consent.

For the avoidance of doubt, a Final and Best Bid, and an Initial Bid that a bidder designates as its Final and Best Bid, is irrevocable, with the submitting bidder obligated to proceed with such bid in accordance with its terms (i.e., a bidder may use any diligence outs included its Final and Best Bid but may not withdraw the bid unless the Submitted APA permits such withdrawal).

For the avoidance of doubt, nothing obligates the Debtor to select a stalking horse bidder or offer such bidder any bid protections.

### **Stalking Horse Bidder Deadline**

The deadline by which the Debtor may, but is not required to, identify a Stalking Horse Bid and any bid protections proposed to be provided to Stalking Horse Bidder is November 7, 2024. Any such Stalking Horse Bidder, Stalking Horse Bid and bid protections will be subject to Bankruptcy Court approval. This deadline may be extended by the Debtor with the consent of Lone Oak Fund, LLC and CPIF California, LLC.

### **Contingency Removal Deadline**

The deadline for all bidders to: (1) complete due diligence and remove/waive any and all contingencies, including financing and due diligence contingencies, with the only contingency being the entry of a sale order approving the Sale to such bidder, and (2) withdraw bids prior to such bids becoming binding and irrevocable without any contingencies other than entry of a sale order, is **December 6, 2024, at 5:00 p.m., (prevailing Pacific Time)** (the “Contingency Removal Deadline”). To the extent a bid is not withdrawn by a writing provided by the Contingency Removal Deadline to the Receiving Parties, it will be automatically deemed to become binding and irrevocable without any contingencies other than entry of a sale order, and any contingencies other than entry of a sale order, shall be deemed waived, removed and satisfied.

### **Bid Requirements**

Each Initial Bid and “Final and Best” Bid, and each Potential Bidder submitting an Initial Bid and “Final and Best” Bid (each, a “Bidder”) must be determined by Broker and the CRO to have satisfied all of the conditions listed below (collectively, the “Bid Requirements”):

1. ***Terms.*** An Initial Bid and “Final and Best” Bid must be accompanied by a clean and redlined version of the Submitted APA, with the redlined version of the Submitted

APA to show all of the Potential Bidder's requested changes to the Template APA. The form Template APA in Word format can be obtained by any Potential Bidder from either Broker or LNBYG, and a copy will be available in the online data room maintained by Broker. The Submitted APA must include binding, executed transaction documents and be signed by an authorized representative of the Bidder.

2. ***Identification of Contingencies.*** An Initial Bid and Final and Best Bid must describe any and all conditions precedent to the bidder's authority to enter into or consummate a definitive agreement. The deadline to waive any and all contingencies, including any and all due diligence and financing contingencies, must be not later than December 6, 2024, provided that the entry of a sale order may remain a contingency.

3. ***Bid Requirements.*** An Initial Bid and Final and Best Bid must set forth a cash purchase price for the Property. Without limiting the generality of the foregoing, an Initial Bid and Final and Best Bid (i) may not contain representations or warranties, covenants, or termination rights materially more onerous in the aggregate than are set forth in the Template APA, as determined by the CRO and Broker (after consultation with the Lenders), (ii) may not be conditioned upon obtaining financing, any internal, regulatory, or other third party approvals, or on the outcome or review of due diligence except as set forth above, (iii) may not provide for a closing date (the "Sale Closing") that will be later than January 16, 2025, and (iv) may not be conditioned upon the Bankruptcy Court order approving the sale becoming a "final order."

4. ***Irrevocable.*** A Final and Best Bid, and an Initial Bid that a bidder designates as its Final and Best Bid, is binding on the bidder and irrevocable, with the submitting bidder obligated to proceed with such bid in accordance with its terms (i.e., a bidder may use any

diligence outs included its Final and Best Bid but may not withdraw the bid unless the Submitted APA permits such withdrawal). An Initial Bid and Final and Best Bid must state that unless the Bidder withdraws its Initial Bid and “Final and Best” Bid by 5:00 p.m. (prevailing Pacific time) on December 6, 2024 in accordance with the terms of the Submitted APA and prior to the waiver of any contingencies, the offer made by the Bidder in its Initial Bid/Final and Best Bid is binding and irrevocable without contingencies until the conclusion of the Sale Hearing and such Initial Bid/Final and Best Bid must continue to remain binding and irrevocable through the Sale Closing if the Initial Bid, Final and Best Bid or any higher bid submitted by the Bidder at the Auction is accepted by the Debtor at the Auction as the Winning Bid (defined below) or the Winning Back-Up Bid (defined below) and approved by the Bankruptcy Court at the Sale Hearing.

5. ***Identity of Bidder.*** An Initial Bid and Final and Best Bid must fully disclose the identity of each entity or person that will be bidding for or purchasing the Property, including all material equity holders (i.e., parties that own at least 10% of the direct or indirect equity of the Bidder) or otherwise participating in connection with such Initial Bid or Final and Best Bid, and the complete terms of any participation agreement, including any agreements, arrangements or understandings concerning a collaborative or joint bid or any other combination concerning the proposed Initial Bid or Final and Best Bid. An Initial Bid and Final and Best Bid must also fully disclose any connection with or participation by any “insider” of the Debtor or any relative or any affiliate of any “insider” of the Debtor. An Initial Bid and “Final and Best” Bid must also fully disclose any connection with or participation by any current creditor or equity holder of the Debtor.

6. **Contact Information.** An Initial Bid and Final and Best Bid must include the names and contact information (including phone numbers and email addresses) of all authorized representatives of the Bidder who will be available to answer questions regarding the Initial Bid and Final and Best Bid, including advisors and related parties, and all persons authorized to represent the bidder at the Auction. In order for any bid to be accepted, at least one such person must be identified.

7. **Deposit.** A Bidder must provide a good-faith Initial Deposit in immediately available funds in the amount of \$500,000.00 by no later than October 24, 2024, and a good-faith Additional Deposit in immediately available funds in the amount of \$1,000,000.00 by no later than December 6, 2024 (the Initial Deposit and Additional Deposit to be the “Deposit” in an aggregate total of \$1,500,000.00). If a Bidder elects to increase the amount of its Initial Bid or Final and Best Bid at the Auction, the Bidder will not be required to increase the amount of its Deposit. If a bid submitted at the Auction (“Bid”), including any Initial Bid and Final and Best Bid, is determined to be the Winning Bid at the Auction and the Bidder who submitted such Winning Bid fails to timely close the Sale for any reason other than the Bankruptcy Court not approving the Winning Bid at the Sale Hearing, the Deposit shall become non-refundable and be forfeited to the Debtor. The same shall apply to any Winning Back-Up Bid in the event the Winning Bidder fails to timely close the Sale, the Winning Back-Up Bidder is notified in writing that it is now the Winning Bidder, and the Winning Back-Up Bidder fails to close its purchase within ten (10) days of having been notified that it is now the Winning Bidder, unless the Winning Bidder and the Debtor jointly agree to extend the Sale Closing date (it being understood that, promptly following the closing of the Sale to the Winning Bidder, the Winning Back-

Up Bidder will have its Deposit returned to it). All Deposits of all Qualified Bidders shall be held in a segregated account, trust account or escrow account and shall be returned (other than with respect to the Winning Bidder and the Winning Back-Up Bidder) promptly after the conclusion of the Auction. All Bidders shall have the right to withdraw their Initial Bid or Final and Best Bid at any time up until 5:00 p.m. (prevailing Pacific time) on December 6, 2024, in accordance with the terms of these Bidding Procedures and their Submitted APA, in which case the Bidder will receive a return of their Deposit (if one has been provided) and be prohibited from participating in the Auction.

8. ***Financing and Funding Sources.*** An Initial Bid must contain written evidence of available funds or a firm irrevocable commitment for financing sufficient to consummate the proposed Sale with appropriate contact information for such financing sources, with CRO (after consultation with Broker and the Lenders) to determine whether such evidence of financing satisfies these Bidding Requirements and enables the Bidder to participate in the Auction, with such determination to be in the CRO's sole and absolute discretion.

9. ***Designation of Assigned Contracts and Leases.*** An Initial Bid and Final and Best Bid must identify all of the Debtor's executory contracts and unexpired leases with respect to which the Bidder seeks assignment from the Debtor, with the Winning Bidder having the right to amend such list at any time prior to the commencement of the Sale Hearing; *provided that* the ability to assume any executory contract or unexpired lease is subject to the ability of the Debtor to obtain an order of the Bankruptcy Court approving of the Debtor's assumption and assignment of any executory contract or unexpired lease to the Winning Bidder.



10. ***Designation of Assumed Liabilities.*** An Initial Bid and Final and Best Bid must identify all liabilities that the Bidder proposes to assume.

11. ***Termination Fees.*** An Initial Bid and Final and Best Bid must not entitle the Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment or reimbursement, and by submitting the Initial Bid and Final and Best Bid, the Bidder waives the right to pursue a substantial contribution claim under 11 U.S.C. § 503 or any similar statute or common law concept related in any way to the submission of its Initial Bid or its participation in the Auction or sale process.

12. ***Identities of the Receiving Parties:*** All Initial Bids and “Final and Best” Bids must be delivered by email to each of the following parties (collectively, the “Receiving Parties”): (a) Broker, Attn: William Bauman (bill.bauman@nmrk.com) and Kyle R. Miller (kyle.miller@nmrk.com); (b) LNBYG, Attn: Ron Bender (RB@LNBYG.com), Beth Ann R. Young (BRY@LNBYG.COM) and Krikor J. Meshefejian (KJM@LNBYG.com); (c) the CRO, Attn: Kevin Singer (kevin@receivershipspecialists.com) and Rick Marquis (rick@receivershipspecialists.com); (d) Lone Oak Fund, LLC, c/o Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP, Attn: Simon Aron (saron@wrslawyers.com; and (e) CPIF California, LLC, c/o Benesch Friedlander Coplan & Aronoff, Attn: Jacob Marshall (jmarshall@beneschlaw.com) and Loren Scolaro (lscolaro@beneschlaw.com).

### **Qualified Bidders and Qualified Bids**

Potential Bidders who have satisfied the Participation Requirements and Bid Requirements (including having waived all contingencies other than entry of a Sale order) will be deemed “Qualified Bidders,” and Final and Best Bids (including those Final and Best Bids that are Initial Bids) that meet all of the Bid Requirements described above (including having waived all

contingencies other than entry of a Sale order) will be deemed “Qualified Bids,” in each case, only if the CRO, in consultation with Broker, LNBYG, and Lenders concludes that: (i) such Final and Best Bid would be consummated if selected as the Winning Bid, and (ii) the proposed Purchase Price is sufficient and reasonably likely to be approved by the Bankruptcy Court; provided, however, that, for avoidance of doubt, if any Qualified Bidder fails to comply with reasonable requests for additional information and due diligence access from Broker, to its satisfaction, the CRO shall have the right, in its sole and absolute discretion (after consultation with Broker and Lenders), to disqualify any Qualified Bidder and Qualified Bid, and such Bidder shall not be entitled to attend or otherwise participate in the Auction. For the avoidance of doubt, and as set forth below, Lone Oak Fund, LLC and CPIF California, LLC shall automatically be deemed to be Qualified Bidders entitled to participate as Qualified Bidders in the Auction.

#### **Credit Bids**

Lone Oak Fund, LLC and CPIF California, LLC shall be entitled to credit bid their respective claims pursuant to 11 U.S.C. § 363(k), subject to the such party’s cash payment of: (1) with respect to CPIF California, LLC, the Carve-Out (as defined in that certain Binding Term Sheet between the Debtors and CPIF California, LLC), (2) any transfer taxes and real property taxes, and (3) any other Customary Closing Costs (as defined in the Binding Term Sheet, and including commissions to Broker owed by the Debtor). Additionally, any acquisition of the Property by CPIF California, LLC by credit bid shall be subject to Lone Oak Fund, LLC’s first lien mortgage, the assumption of which shall be in accordance with the intercreditor agreement by and between CPIF California, LLC and Lone Oak Fund, LLC.

#### **Notice of Qualified Bids**

By 2:00 p.m. (prevailing Pacific time) on December 9, 2024, Broker shall identify to all Qualified Bidders: (a) each and every Final and Best Bid that Broker considers to be a Qualified Bid and (b) if more than one Qualified Bid has been timely received, the Final and Best Bid that is a Qualified Bid and that will constitute the Opening Bid at the Auction and the bidding order in which the Auction will be conducted.

### **Auction**

If no Qualified Bids are received, then the Auction will be deemed automatically cancelled unless the CRO and Broker determine otherwise, in their sole and absolute discretion. If only one Qualified Bid is received, absent an election by a Lender to credit bid an amount in excess of the Qualified Bid, there will be no Auction and the Qualified Bidder will be deemed the Winning Bidder (unless the CRO and Broker determine otherwise, in their sole and absolute discretion). If more than one Qualified Bid is received, the Auction will proceed as scheduled with the Auction to commence at 10:00 a.m. (prevailing Pacific time) on December 10, 2024 at the law offices of Levene, Neale, Bender, Yoo & Brill L.L.P., 2818 La Cienega Avenue, Los Angeles, CA 90034 with Zoom participation permitted, unless the CRO and Broker determine otherwise, in their sole and absolute discretion after consultation with the Lenders.

### **Participation in and Attendance at Auction**

Only Broker, the Debtor, the Debtor's Manager, CRO, LNBYG, Lone Oak Fund, LLC and CPIF California, LLC and Qualified Bidders along with their representatives, counsel, and advisors, may attend the Auction (such Auction to be in person or via Zoom), and only Qualified Bidders shall be permitted to submit any Bids at the Auction.

### **No Collusion; Good Faith Bona Fide Offer**

Each Qualified Bidder participating in the Auction will be required to confirm on the record at the Auction that: (i) it has not engaged in any collusion with respect to the bidding; (ii) its Initial Bid, Final and Best Bid, and any higher bid submitted at the Auction is a good-faith *bona fide* offer and that such bids are irrevocable as set forth in these Bidding Procedures; (iii) it intends to consummate the proposed transaction if selected as the Winning Bidder; and (iv) it acknowledges that, if chosen, it will serve as the Winning Back-Up Bidder.

#### **Opening Bid at the Auction**

The Qualified Bid determined by Broker and the CRO to constitute the highest and best Final and Best Bid will serve as the opening bid (the “Opening Bid”) at the Auction. Broker will notify all Qualified Bidders in advance of the Auction which Final and Best Bid that is a Qualified Bid has been accepted as the Opening Bid at the Auction and the order in which the bidding at the Auction will proceed.

#### **Conducting the Auction**

Broker, the CRO and LNBYG will direct and preside over the Auction. At the start of the Auction, and after each Qualified Bidder acknowledges on the record that it has not engaged in any collusion with respect to the bidding, that its Initial Bid, Final and Best Bid, and any other bids submitted at the Auction are and will be good faith bona fide offers that will remain irrevocable pursuant to the terms of these Bidding Procedures, and that it intends to consummate the proposed transaction if selected as the Winning Bidder or the Winning Back-Up Bidder, Broker and LNBYG will identify, confirm and describe the Opening Bid. The bidding will then ensue in the bidding order provided by Broker to all Qualified Bidders in advance of the Auction. All bidding after the Opening Bid shall continue in bidding increments of at least \$500,000.00 or figures that are wholly divisible by \$500,000.00 unless the CRO and Broker determine otherwise. All bids will be made

and received in one room (or otherwise in the presence via Zoom or similar virtual means of all parties), on an open basis, and all Qualified Bidders will be entitled to be present for all bidding, with the understanding that the identity of each Qualified Bidder will be fully disclosed to all Qualified Bidders before the Auction and the material terms of each Qualified Bid submitted prior to the Auction, and all successive bids made at the Auction, will be fully disclosed to all Qualified Bidders. All Qualified Bidders will be permitted to bid at the Auction based on what CRO, Broker and LNBYG determine to be an appropriate amount of time to respond to each prior submitted Bid.

Prior to the Auction, Broker will randomly assign to each Qualified Bidder a bidder number, except that the Qualified Bidder whose Initial Bid/Best and Final Bid was accepted as the Opening Bid will be assigned bidder number 1. Once the Opening Bid has been described by Broker and LNBYG, the bidding will then pass to Bidder number 2. Bidder number 2 will have the option of submitting an overbid to the Opening Bid of at least \$500,000 more than the Opening Bid or dropping out of the Auction. Once a Bidder drops out of the Auction, the Bidder will no longer be permitted to participate in the Auction. After Bidder number 2 either submits a qualifying overbid or drops out of the Auction, the bidding will then pass to Bidder number 3. This process will continue until only two Qualified Bidders are left (and for the avoidance of doubt the process will continue with those two Qualified Bidders to determine which of those two Qualified Bidders submits the highest Qualified Bid and which Qualified Bidder submits the second highest Qualified Bid). The Qualified Bidder who submits the highest Qualified Bid will be deemed the Winning Bidder at the Auction, and the Qualified Bidder who submits the second highest Qualified Bid will be deemed the Winning Back-Up Bidder at the Auction.

Except as expressly provided in the Bidding Procedures Order or the provisions of these Bidding Procedures, the CRO and Broker shall have the right to conduct the Auction in the manner they reasonably determine (after consultation with Lenders) in the exercise of their business judgment, to be in the best interests of the Debtor's bankruptcy estate. The CRO and Broker shall also have the right to deviate from these Bidding Procedures without the need for any further order of the Bankruptcy Court if they reasonably determine (after consultation with Lenders), in the exercise of their business judgment, that doing so would be in the best interests of the Debtor's bankruptcy estate and is not inconsistent with any of the provisions of the Bankruptcy Code or any previously entered order of the Bankruptcy Court including the Bidding Procedures Order.

Broker and the CRO, in consultation with the Debtor, LNBYG, Lone Oak, and CPIF, may (1) determine which Qualified Bid, if any, is the highest, best and otherwise financially superior offer and (2) reject at any time any Bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code or these Bidding Procedures, or (iii) contrary to the best interests of the Debtor or its bankruptcy estate; provided that, the highest, best, and otherwise financially superior offer shall be the Qualified Bid at the Auction reasonably expected to result in the highest amount of money being paid to the Debtor for the purchase of the Property.

All bids submitted at the Auction will provide for a cash purchase price of the Property on terms substantially similar to the Qualified Bidders Submitted APA.

#### **Selection of the Winning Bid and Winning Back-Up Bid**

The Auction shall continue until there is one Qualified Bid that Broker and the CRO determine, in consultation with the Debtor, LNBYG, Lone Oak and CPIF, subject to Bankruptcy Court approval at the Sale Hearing, to be the highest and best bid (the "Winning Bid"), and another Qualified Bid to be the second highest and best bid (the "Winning Back-Up Bid"), at which point

the Auction will be deemed concluded. The CRO will not consider any Bids submitted after the conclusion of the Auction.

Subject to the Bankruptcy Court approving the Winning Bid at the Sale Hearing and entering an order approving of the Debtor's free and clear sale of the Assets to the Winning Bidder in accordance with the APA submitted by the Winning Bidder and approved by the Debtor (the "Sale Order"), the Winning Bidder shall be required to close the Sale by January 16, 2025 (unless the Debtor, Lone Oak Fund, LLC and CPIF California, LLC, jointly agree to an extension of this outside Sale Closing date, which will be in their sole and absolute discretion), or the Winning Bidder will be deemed to have forfeited its Deposit to the Debtor. Promptly following the Sale Closing to the Winning Bidder, the Debtor shall return the Deposit of the Winning Back-Up Bidder to the Winning Back-Up Bidder.

If the Winning Bidder fails to close the Sale by January 16, 2025, unless the Debtor, Lone Oak Fund, LLC and CPIF California, LLC jointly agree in their sole and absolute discretion to extend the Sale Closing date, Broker shall so notify the Winning Back-Up Bidder. The Winning Back-Up Bidder will then have ten (10) days following the date of having been notified by Broker to close the Sale. If the Winning Back-Up Bidder fails to close the Sale within this time period, unless the Debtor and the Winning Back-Up Bidder mutually agree in their sole and absolute discretion to extend the Sale Closing date, the Winning Back-Up Bidder will be deemed to have forfeited its Deposit to the Debtor.

#### **Return of Deposits Following the Completion of the Auction**

Promptly following the completion of the Auction, the Debtor will return the Deposits of all Bidders except for the Deposits of the Winning Bidder and the Winning Back-Up Bidder.

#### **Sale Hearing**

The Sale Hearing for the Bankruptcy Court to approve the outcome of the Auction and the Debtor's sale of the Assets to the Winning Bidder and to the Winning Back-Up Bidder if the Winning Bidder fails to close timely shall be held on December 18, 2024, at 9:00 a.m. (prevailing Pacific time), or at such other date and time set by the Bankruptcy Court.



**EXHIBIT "A"**

**[BIDDING PROCEDURES ORDER WITHOUT EXHIBITS]**

RON BENDER (SBN 143364)  
BETH ANN R. YOUNG (SBN 143945)  
KRIKOR J. MESHEFEJIAN (SBN 255030)  
LEVENE, NEALE, BENDER, YOO & GOLUBCHIK L.L.P.  
2818 La Cienega Avenue  
Los Angeles, California 90034  
Telephone: (310) 229-1234  
Facsimile: (310) 229-1244  
Email: RB@LNBYG.COM; BRY@LNBYG.COM; KJM@LNBYG.COM

**FILED & ENTERED**

**SEP 26 2024**

CLERK U.S. BANKRUPTCY COURT  
Central District of California  
BY  DEPUTY CLERK

Counsel for Chapter 11 Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**LOS ANGELES DIVISION**

In re:

AGTJ13, LLC, a Delaware limited liability  
company,

Debtor and Debtor in Possession.

In re:

AGTJ Manager, LLC, a California limited liability  
company,

Debtor and Debtor in Possession.

☒ Affects both Debtors

☐ Affects AGTJ13, LLC only

☐ Affects AGTJ13 Manager, LLC only

Lead Case No.: 2:24-bk-11409-SK

Jointly administered with:  
2:24-bk-11412-SK

Chapter 11 Cases

**ORDER (I) ESTABLISHING BIDDING  
PROCEDURES FOR FREE AND CLEAR  
SALE OF REAL PROPERTY; (II)  
ESTABLISHING PROCEDURES RELATING  
TO ASSUMPTION AND ASSIGNMENT OF  
EXECUTORY CONTRACTS AND  
UNEXPIRED LEASES; (III) APPROVING  
FORMS OF NOTICE; (IV) SCHEDULING AN  
AUCTION; (V) SCHEDULING A SALE  
HEARING; AND  
(VI) GRANTING RELATED RELIEF**

Date: September 25, 2024

Time: 9:00 a.m.

Place: Courtroom 1575

255 E. Temple Street

Los Angeles, CA 90012

On September 25, 2024 at 9:00 a.m., the Court held a hearing to consider the motion ("Motion") [Doc 237] filed by AGTJ13, LLC and AGTJ13 Manager, LLC, debtors and debtors in possession in the above-referenced joint-administered Chapter 11 cases (the "Debtors"), seeking entry of an order of the Court that, among other things:

- (i) Approves the Debtors' proposed bidding procedures ("Bidding Procedures"), substantially in the form attached as **Exhibit 2** to the Declaration of Kevin Singer (the "Singer Declaration") [Doc. 238] filed in support of the Motion, for the sale of that certain real property located at 450 S. Western Avenue, Los Angeles, CA (the "Property"), free and clear of all liens, claims, encumbrances and other interests;
- (ii) Establishes and approves procedures (the "Assumption and Assignment Procedures"), relating to the assumption and assignment of executory contracts and unexpired leases and which approves the form of notice (the "Assumption and Assignment Notice") to be provided to all counterparties to executory contracts and unexpired leases attached as **Exhibit 3** to the Singer Declaration;
- (iii) Approves the Debtors' proposed form of notice (the "Sale Motion Notice") of the motion (the "Sale Motion") to sell the Property and to assume and assign designated executory contracts and unexpired leases to be sent to all creditors, equity holders, proposed buyers and other parties in interest in the form attached as **Exhibit 4** to the Singer Declaration;
- (iv) Schedules an auction ("Auction");
- (v) Schedules a hearing for the Court to consider the Sale Motion and approval of the sale of the Property and any related assumption and assignments of designated executory contracts and unexpired leases to the winning bidder and winning back-up bidder at the Auction ("Sale Hearing"); and
- (vi) Grants related relief.

Appearances were made at the hearing on the Motion as set forth on the record of the Court.

1 The Court, having considered the Motion and all of the pleadings filed by the Debtors in support of  
2 the Motion, the statements, arguments and representations of counsel for the Debtors made at the hearing  
3 on the Motion, any responses or objections filed to the Motion and any replies filed by the Debtors, the  
4 statements, arguments and representations of all other parties who appeared at the hearing on the Motion,  
5 and good cause appearing,

6 **HEREBY ORDERS AS FOLLOWS:**

7  
8 1. The Motion is granted set forth herein.

9 2. The Bidding Procedures in the form attached hereto as **Exhibit "1"** are incorporated herein  
10 by reference, and which are in substantially the same form of the proposed Bidding Procedures attached to  
11 the Singer Declaration, are hereby approved in all respects and shall govern all bidders and bids, including  
12 those that may be submitted by Qualified Bidders at the Auction.

13 3. The Debtors may file and serve a notice of Court approval of the Bidding Procedures as the  
14 Debtors deem appropriate.

15 4. The Debtors or Broker shall provide a copy of the Bidding Procedures to potential bidders.

16 5. The Assumption and Assignment Procedures proposed by the Debtors in the Motion relating  
17 to the assumption and assignment of executory contracts and unexpired leases are approved, and the  
18 Debtors' Assumption and Assignment Notice to be provided to all counterparties to executory contracts  
19 and unexpired leases in the form attached hereto as **Exhibit "2,"** which is in substantially the same form  
20 of the proposed Assumption and Assignment Notice attached to the Singer Declaration, is approved,  
21 including the deadlines and procedures set forth in the Assumption and Assignment Notice.

22 6. The Sale Motion Notice to be sent to all creditors, equity holders, proposed buyers, and  
23 other parties in interest in the form attached hereto as **Exhibit "3,"** which is in substantially the same form  
24 of the proposed Sale Motion Notice attached to the Singer Declaration, is approved.

25 7. The Auction shall be held on **December 10, 2024, at 10:00 a.m. (prevailing Pacific time),**  
26 at the offices of Levene, Neale, Bender, Yoo & Golubchik L.L.P., located at 2818 La Cienega Avenue, Los  
27 Angeles, CA 90034, with Qualified Bidders (as defined in the Bidding Procedures) having the option to  
28

participate in person or via Zoom, and the Auction procedures proposed by the Debtor in the Bidding Procedures are approved.

8. Provided that the Debtors file and serve the Assumption and Assignment Notice by **October 7, 2024**, the deadline to object to the relief requested in the Assumption and Assignment Notice is **October 21, 2024**. In no event shall the Assumption and Assignment Notice be filed and served later than November 6, 2024, and in no event shall the deadline to file and serve an objection to the Assumption and Assignment Notice set forth in such Assumption and Assignment Notice be any later than November 20, 2024, at 12:00 p.m. (noon) Pacific time.

9. The Debtors shall file and serve the Sale Motion Notice and Sale Motion by no later than **November 13, 2024, at 12:00 p.m. (noon) Pacific time**.

10. Any oppositions to the Sale Motion shall be filed and served by no later than **November 20, 2024, at 12:00 p.m. (noon) Pacific time**.

11. Any replies to any oppositions to the Sale Motion shall be filed and served by no later than **November 27, 2024, at 12:00 p.m. (noon) Pacific time**.

12. The Debtors shall file and serve a supplemental brief in support of the Sale Motion identifying the Winning Bidder (as defined in the Bidding Procedures) and winning back-up bidder (as defined in the Bidding Procedures), and any evidence in support of a “good faith” finding under 11 U.S.C. § 363(m) and/or to support a finding of “adequate assurance of future performance” under 11 U.S.C. § 365(f)(2)(B), by no later than **December 11, 2024, at 12:00 p.m. (noon) Pacific time**.

13. The Sale Hearing for the Court to consider the Sale Motion and approval of the proposed sale of the Property and any related assumptions and assignments of executory contracts and unexpired leases to the Winning Bidder (as defined in the Bidding Procedures) at the Auction (and to approve the Winning Back-Up Bidder (as defined in the Bidding Procedures)) shall be held on **December 18, 2024, at 9:00 a.m. (prevailing Pacific time)**.

14. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

1           15.     The CRO, with the consent of/in consultation with CPIF California, LLC and Lone Oak  
2 Fund, LLC as provided in the Bidding Procedures and the Term Sheet, may modify the dates and deadlines  
3 set forth in the Bidding Procedures and this Order without further order of the Court, provided, however,  
4 that the deadline to file the Sale Motion, the deadline to oppose the Sale Motion, the deadline to reply to  
5 any opposition to the Sale Motion, the date and time of the Sale Hearing, and the 14-day time period allotted  
6 to contracting counterparties to respond to an Assumption and Assignment Notice, may not be modified or  
7 shortened, as applicable, absent further order of the Court.

8           16.     All persons and entities that participate in the sale process and/or the Auction shall be  
9 deemed to have knowingly and voluntarily submitted to the exclusive jurisdiction of this Court with respect  
10 to all matters related to the Bidding Procedures, the sale, and the Auction.


11           17.     To the extent of any inconsistencies between the Bidding Procedures and this Order, this  
12 Order shall govern.

13           18.     This Court shall retain jurisdiction over any matter or dispute arising from or relating to the  
14 Bidding Procedures or this Order.

15           **IT IS SO ORDERED.**

16                               ###

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23           Date: September 26, 2024

24                                 
25                               Sandra R. Klein  
26                               United States Bankruptcy Judge  
27  
28

# EXHIBIT "B"

RON BENDER (SBN 143364)  
BETH ANN R. YOUNG (SBN 143945)  
KRIKOR J. MESHEFEJIAN (SBN 255030)  
LEVENE, NEALE, BENDER, YOO & GOLUBCHIK L.L.P.  
2818 La Cienega Avenue  
Los Angeles, California 90034  
Telephone: (310) 229-1234  
Facsimile: (310) 229-1244  
Email: RB@LNBYG.COM; BRY@LNBYG.COM; KJM@LNBYG.COM

Counsel for Chapter 11 Debtors and Debtors in Possession

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

In re:

AGTJ13, LLC, a Delaware limited liability  
company,

Debtor and Debtor in Possession.

In re:

AGTJ Manager, LLC, a California limited liability  
company,

Debtor and Debtor in Possession.

☐ Affects both Debtors

☒ Affects AGTJ13, LLC only

☐ Affects AGTJ13 Manager, LLC only

Lead Case No.: 2:24-bk-11409-SK

Jointly administered with:  
2:24-bk-11412-SK

Chapter 11 Cases

**JOINT STATEMENT OF DEBTORS, CPIF  
CALIFORNIA, LLC AND LONE OAK FUND,  
LLC REGARDING BIDDING PROCEDURES  
AND SUPPLEMENT THERETO**

AGTJ13, LLC (the "Debtor"), Lone Oak Fund, LLC ("Lone Oak") and CPIF California, LLC ("CPIF"), hereby submit this Joint Statement regarding, and supplemental to, the Bidding Procedures approved by the Court pursuant to the *Order (I) Establishing Bidding Procedures For Free And Clear Sale Of Real Property; (II) Establishing Procedures Relating To Assumption And Assignment Of Executory Contracts And Unexpired Leases; (III) Approving Forms Of Notice; (IV) Scheduling An Auction; (V)*



1 *Scheduling A Sale Hearing; And (VI) Granting Related Relief* (the “Bidding Procedures Order”).  
2 Capitalized terms not otherwise defined have the same meaning ascribed to such terms in the Bidding  
3 Procedures.

4 1. On September 26, 2024, the Court entered the Bidding Procedures Order approving the  
5 Bidding Procedures.

6 2. The Bidding Procedures provide, among other things, that “the CRO and Broker  
7 shall...have the right to deviate from these Bidding Procedures without the need for any further order of  
8 the Bankruptcy Court if they reasonably determine (after consultation with Lenders), in the exercise of  
9 their business judgment, that doing so would be in the best interests of the Debtor’s bankruptcy estate and  
10 is not inconsistent with any of the provisions of the Bankruptcy Code or any previously entered order of  
11 the Bankruptcy Court including the Bidding Procedures Order.”

12 3. In turn, and additionally, the Bidding Procedures Order provides that “The CRO, with the  
13 consent of/in consultation with CPIF California, LLC and Lone Oak Fund, LLC as provided in the Bidding  
14 Procedures and the Term Sheet, may modify the dates and deadlines set forth in the Bidding Procedures  
15 and this Order without further order of the Court...” subject to certain limitations not applicable herein.

16 4. The Debtors, CRO, Broker, CPIF and Lender have met and conferred regarding the Bidding  
17 Procedures, and upon the advice and recommendation of the CRO and Broker, have agreed to the following  
18 modifications to the dates and deadlines set forth in the Bidding Procedures, based on the CRO’s and  
19 Broker’s determination that such modifications would be in the best interests of the Debtor’s bankruptcy  
20 estate.

21 5. In summary, the Debtors, CPIF and Lone Oak have agreed to extend the Initial Bid  
22 Deadline, the Final and Best Bid Deadline, and the Stalking Horse Bidder Deadline, along with the  
23 deadlines for Bidders to: (1) submit a Submitted APA with redlines showing changes to the Template APA  
24 and binding, irrevocable and executed transaction documents; (2) submit the Deposit; (3) identify those  
25 executory contracts and unexpired leases the Bidder want to have assumed and assigned to the Bidder; and  
26 (4) identify the liabilities the Bidder proposes to assume, all as more specifically provided below.  
27  
28

6. The Debtors, CPIF and Lone Oak, upon the advice and recommendation of the CRO and Broker, have agreed to the following modifications to the Bidding Procedures:

**Initial Bids and Initial Bid Deadline**

- a. The Initial Bid Deadline shall be, and is hereby extended, from October 24, 2024, to and including **October 31, 2024 at 5:00 p.m. (prevailing Pacific time)**.
- b. An Initial Bid shall not be required to be accompanied by a clean and redlined version of the Submitted APA, or binding, executed transaction documents. Instead, Bidders shall be required to provide a written letter of intent and/or an initial indication of interest which: (1) provides the proposed terms of the Sale; (2) identifies all contingencies (as set forth in the Bidding Procedures); (3) sets forth a cash purchase price for the Property (as set forth in the Bidding Procedures); (4) fully discloses the identity of each entity or person that will be bidding for or purchasing the Property (as set forth in the Bidding Procedures); and (5) contains written evidence of available funds or a firm irrevocable commitment for financing sufficient to consummate the proposed Sale with appropriate contact information for such financing sources, with the CRO (after consultation with Broker and the Lenders) to determine whether such evidence of financing satisfies the Bidding Requirements and enables the Bidder to participate in the Auction, with such determination to be in the CRO's sole and absolute discretion.
- c. An Initial Bid shall not be required to be binding and irrevocable.
- d. An Initial Bid shall not require any Deposit amount. The deadline to submit the Deposit totaling \$1,500,000.00 shall be extended through and including December 6, 2024 at 5:00 p.m. (prevailing Pacific Time).
- e. An Initial Bid shall not be required to identify all of the Debtor's executory contracts and unexpired leases with respect to which the Bidder seeks assignment from the Debtor.
- f. An Initial Bid shall not be required to identify all liabilities that the Bidder proposes to assume.

- 1 g. All other requirements of an Initial Bid set forth in the Bidding Procedures shall remain  
2 the same.

3 **Final and Best Bids and Final and Best Bid Deadline**

- 4 a. The Final and Best Bid Deadline shall be, and is hereby extended, from October 31,  
5 2024, to and including **November 7, 2024 at 5:00 p.m. (prevailing Pacific time)**.  
6 b. A Final and Best Bid shall be required to be accompanied by a clean and redlined version  
7 of the Submitted APA, but shall not be required to be accompanied by binding, executed  
8 transaction documents.  
9 c. A Final and Best Bid shall not be required to be binding and irrevocable.  
10 d. A Final and Best Bid shall not be required to identify all of the Debtor's executory  
11 contracts and unexpired leases with respect to which the Bidder seeks assignment from  
12 the Debtor.  
13 e. A Final and Best Bid shall not be required to identify all liabilities that the Bidder  
14 proposes to assume.  
15 f. All other requirements of a Final and Best Bid set forth in the Bidding Procedures shall  
16 remain the same.

17 **Stalking Horse Bidder Deadline**

- 18 a. The deadline by which the Debtor may, but is not required to, identify a Stalking Horse  
19 Bid and any bid protections proposed to be provided to a Stalking Horse Bidder shall  
20 be, and is hereby extended, from November 7, 2024, to and including, November 14,  
21 2024. Any such Stalking Horse Bidder, Stalking Horse Bid and bid protections will be  
22 subject to Bankruptcy Court approval.

23 **Contingency Removal Deadline**

- 24 a. The Contingency Removal Deadline of December 6, 2024, at 5:00 p.m., (prevailing  
25 Pacific time) for all bidders to: (1) complete due diligence and remove and/or waive any  
26 and all contingencies, including financing and due diligence contingencies, with the  
27 only contingency being the entry of a sale order approving the Sale to such bidder; and  
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(2) withdraw bids prior to such bids becoming binding and irrevocable without any contingencies other than entry of a sale order, shall remain the same.

b. By the Contingency Removal Deadline, in addition to all other requirements of the Bidding Procedures (as modified herein):

i. Bidders shall submit their Submitted APA with binding, executed transaction documents which must be signed by an authorized representative of the Bidder.

ii. Bidders shall provide a good-faith Deposit in immediately available funds in the amount of \$1,500,000.00.

iii. Bidders must identify in their Submitted APA all of the all of the Debtor's executory contracts and unexpired leases with respect to which the Bidder seeks assignment from the Debtor, with the Winning Bidder having the right to amend such list at any time prior to the commencement of the Sale Hearing; *provided that* the ability to assume any executory contract or unexpired lease is subject to the ability of the Debtor to obtain an order of the Bankruptcy Court approving of the Debtor's assumption and assignment of any executory contract or unexpired lease to the Winning Bidder.

iv. Bidders must identify in their Submitted APA all liabilities that the Bidder proposes to assume.

c. To the extent a bid is not withdrawn by a writing provided by the Contingency Removal Deadline to the Receiving Parties, it will be automatically deemed to become binding and irrevocable without any contingencies other than entry of a sale order, and any contingencies other than entry of a sale order, shall be deemed waived, removed and satisfied.

7. All other terms and conditions of the Bidding Procedures shall remain the same.

1 Dated: October 25, 2024

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

2  
3 By: /s/ Krikor J. Meshefejian  
4 Ron Bender  
5 Beth Ann R. Young  
6 Krikor J. Meshefejian  
7 Attorneys for Chapter 11 Debtors in  
8 Possession

9 Dated: October 25, 2024

BENESCH, FRIEDLANDER, COPLAN  
& ARONOFF LLP

10 By: Krista M. Enns  
11 KRISTA M. ENNS  
12 MICHAEL J. BARRIE  
13 JACOB H. MARSHALL Attorneys  
14 for CPIF California, LLC

15 Dated: October 25, 2024

WOLF, RIFKIN, SHAPIRO, SCHULMAN &  
RABKIN, LLP

16 By: Simon Aron  
17 SIMON ARON  
18 Attorneys for Lone Oak Fund LLC  
19  
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21  
22  
23  
24  
25  
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28

## 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:  
2818 La Cienega Avenue, Los Angeles, CA 90034

A true and correct copy of the foregoing document entitled **JOINT STATEMENT OF DEBTORS, CPIF CALIFORNIA, LLC AND LONE OAK FUND, LLC REGARDING BIDDING PROCEDURES AND SUPPLEMENT THERETO** 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 **October 28, 2024** 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:

- Simon Aron saron@wrslawyers.com, moster@wrslawyers.com;jlee@wrslawyers.com
- Ron Bender rb@lnbyg.com
- Kevin M Capuzzi kcapuzzi@beneschlaw.com, docket2@beneschlaw.com;lmolinaro@beneschlaw.com
- Marie E Christiansen mchristiansen@vedderprice.com, ecfladocket@vedderprice.com,marie-christiansen-4166@ecf.pacerpro.com
- Ryan J DeRose ryan@parkandlim.com, cathy@parkandlim.com
- Krista M Enns KEnns@beneschlaw.com, docket2@beneschlaw.com;SWolfish@beneschlaw.com;BGallese@beneschlaw.com;ESmith@beneschlaw.com
- Alan Craig Hochheiser ahochheiser@mauricewutscher.com, arodriguez@mauricewutscher.com
- Elsa M Horowitz ehorowitz@wrslawyers.com, jlee@wrslawyers.com
- Christian T Kim ckim@dumas-law.com, ckim@ecf.inforuptcy.com
- Ron Maroko ron.maroko@usdoj.gov
- David W. Meadows david@davidwmeadowslaw.com
- Krikor J Meshefejian kjm@lnbyg.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Gerrick Warrington gwarrington@frandzel.com, achase@frandzel.com
- Beth Ann R. Young bry@lnbyg.com, bry@lnbyb.com

**2. SERVED BY UNITED STATES MAIL:** On **October 28, 2024**, 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.

☐ 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 **October 28, 2024**, 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 **BY EMAIL** 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.

October 28, 2024

Date

Lourdes Cruz

Printed Name

/s/ Lourdes Cruz

Signature

## 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:  
2818 La Cienega Avenue, Los Angeles, CA 90034

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 **November 13, 2024** 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:

- Simon Aron saron@wrslawyers.com, moster@wrslawyers.com;jlee@wrslawyers.com
- Ron Bender rb@lnbyg.com
- Kevin M Capuzzi kcapuzzi@beneschlaw.com, docket2@beneschlaw.com;lmolinaro@beneschlaw.com
- Marie E Christiansen mchristiansen@vedderprice.com, ecfladocket@vedderprice.com,marie-christiansen-4166@ecf.pacerpro.com
- Ryan J DeRose ryan@parkandlim.com, cathy@parkandlim.com
- Krista M Enns KEnns@beneschlaw.com, docket2@beneschlaw.com;SWolfish@beneschlaw.com;BGallese@beneschlaw.com;ESmith@beneschlaw.com
- Alan Craig Hochheiser ahochheiser@mauricewutscher.com, arodriguez@mauricewutscher.com
- Elsa M Horowitz ehorowitz@wrslawyers.com, jlee@wrslawyers.com
- Christian T Kim ckim@dumas-law.com, ckim@ecf.inforuptcy.com
- Ron Maroko ron.maroko@usdoj.gov
- David W. Meadows david@davidwmeadowslaw.com
- Krikor J Meshefejian kjm@lnbyg.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Gerrick Warrington gwarrington@frandzel.com, achase@frandzel.com
- Beth Ann R. Young bry@lnbyg.com, bry@lnbyb.com

**2. SERVED BY UNITED STATES MAIL:** On **November 13, 2024**, 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.

☐ 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 **November 13, 2024**, 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.

### SERVED BY OVERNIGHT MAIL

The Honorable Sandra R. Klein  
U.S. Bankruptcy Court  
255 E. Temple Street, Suite 1582 / Courtroom 1575  
Los Angeles, CA 90012

☐ Service **BY EMAIL** 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.

November 13, 2024

Date

Lourdes Cruz

Printed Name

/s/ Lourdes Cruz

Signature