

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

WOODBRIIDGE GROUP OF COMPANIES, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Joint Administration Requested)

**DEBTORS' MOTION FOR INTERIM AND FINAL ORDERS (I) PURSUANT TO
11 U.S.C. §§ 105, 361, 362, 363, 364, 507, AND 552 AUTHORIZING DEBTORS
TO (A) OBTAIN POSTPETITION SECURED FINANCING, (B) USE CASH
COLLATERAL, (C) GRANT ADEQUATE PROTECTION TO PREPETITION
SECURED PARTIES; (II) MODIFYING THE AUTOMATIC STAY; (III) SCHEDULING
A FINAL HEARING PURSUANT TO BANKRUPTCY RULES 4001(b) AND 4001(c);
AND (IV) GRANTING RELATED RELIEF**

Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) hereby file this motion (the “Motion”) requesting entry of an interim order, substantially in the form attached hereto as Exhibit 1 (the “Interim Order”), and a Final DIP Order² (together with the Interim Order, the “DIP Orders”):

- (i) authorizing (a) Woodbridge Group of Companies, LLC (the “Borrower”) to obtain up to \$25,000,000 in principal amount of postpetition financing on an interim basis (the “DIP Loan”) on the terms and conditions set forth in the Interim Order and the Debtor-in-Possession Credit, Guaranty and Security Agreement in the form attached to the Interim Order as Exhibit A (as hereafter amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof and thereof, the “DIP

¹ The last four digits of Woodbridge Group of Companies, LLC’s federal tax identification number are 3603. The mailing address for Woodbridge Group of Companies, LLC is 14225 Ventura Boulevard #100, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, for which the Debtors have requested joint administration, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed noticing and claims agent at www.gardencitygroup.com/cases/WGC, or by contacting the proposed undersigned counsel for the Debtors.

² Capitalized terms used but not defined herein shall have the meaning given to them in the DIP Agreement (as defined below) or the Interim Order, as applicable.

Agreement”; together with all Credit Documents, including, without limitation, the Budget, in each case as hereafter amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof and thereof, the “DIP Documents,” and together with the DIP Loan, the “DIP Facility”; and the Borrower’s obligations in respect of the DIP Loan and all other Obligations (as defined in the DIP Agreement) and indebtedness of the Borrower under or arising in connection with the DIP Documents, collectively, the “DIP Obligations”), among the Borrower, those certain Debtors which are the fee owners of certain identified core assets, Hankey Capital, LLC (the “DIP Lender”) and the administrative agent and collateral agent for the DIP Lender named therein (in such capacity, the “DIP Agent”);

- (ii) authorizing the Debtors to execute and deliver the DIP Agreement and the other DIP Documents and to perform such other and further acts as may be required in connection with the DIP Documents;
- (iii) authorizing the Debtors to grant security interests, liens, and superpriority claims, including a superpriority administrative claim pursuant to section 364(c)(1) of the Bankruptcy Code and liens pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code (including liens pursuant to section 364(d)(1) of the Bankruptcy Code to the DIP Agent, for the benefit of the DIP Lender, which are senior to specified liens of held by the Debtors and the Noteholders (the “Subordinate Liens and Related Rights”) in the DIP Collateral, including, without limitation, all Cash Collateral, to secure all obligations under the DIP Documents, subordinate only to the Carve-Out, and any Prior Liens (as defined in the Interim DIP Order);
- (iv) authorizing the Debtors to (a) subject to the terms and provisions hereof, use all Cash Collateral pursuant to section 363 of the Bankruptcy Code, and all other Prepetition Collateral, and (b) pursuant to sections 361 and 362 of the Bankruptcy Code, to provide adequate protection to holders of prepetition liens;
- (v) modifying the automatic stay imposed under section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Documents and the Interim Order;
- (vi) scheduling, pursuant to Federal Rule of Bankruptcy Procedure (the “Bankruptcy Rules”) 4001, a final hearing (the “Final Hearing”) for the Court to consider entry of a final order approving this Motion, which order shall be substantially in the form of the Interim Order and otherwise contain terms and conditions acceptable to the DIP Agent; and
- (vii) granting related relief.

In support of this Motion, the Debtors rely upon the *Declaration of Lawrence R. Perkins in Support of the Debtors' Chapter 11 Petitions and Requests First Day Relief* (the "First Day Declaration"), which was filed contemporaneously herewith and is incorporated herein by reference. In further support of this Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief requested herein are sections 105, 361, 362, 363, 364, 507, and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, and 9014, and Local Rules 2002-1, 4001-2, and 9013-1(m).

BACKGROUND

2. On the date hereof (the "Petition Date"), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors are continuing to manage their financial affairs as debtors in possession.

3. Contemporaneously herewith, the Debtors filed a motion seeking joint administration of their chapter 11 cases (collectively, the "Chapter 11 Cases") pursuant to

Bankruptcy Rule 1015(b) and Local Rule 1015-1. No trustee, examiner, or official committee of unsecured creditors has been appointed in the Chapter 11 Cases.

4. Information regarding the Debtors' history and business operations, capital structure and primary secured indebtedness, and the events leading up to the commencement of the Chapter 11 Cases can be found in the First Day Declaration.

I. The Debtors' Prepetition Indebtedness

5. As further detailed in the First Day Declaration, the Debtors and their affiliates and subsidiaries (collectively, the "Woodbridge Group") are a comprehensive real estate finance and development company. The Woodbridge Group's principal business is buying, improving, and selling high-end, luxury homes. Woodbridge Group also owns and operates full-service real estate brokerages, a private investment company, and real estate lending operations.

6. The Debtors' ultimate parent is RS Protection Trust, an irrevocable trust settled under Nevada law ("RS Trust"), of which Robert Shapiro is the trustee. Members of Mr. Shapiro's family are the sole beneficiaries. As of the Petition Date, WMF Management, LLC ("WMF Management") is a wholly-owned subsidiary of Woodbridge Group of Companies, LLC, which is in turn a wholly-owned subsidiary of its holding company, Carbondale Doocy, LLC.³ WMF Management directly owns seven investment funds that have raised funds for Woodbridge's operations (collectively, the "Funds").⁴ RS Trust also owns approximately 150

³ As further described in the First Day Declaration, Woodbridge Group implemented a pre-petition restructuring shortly before the Petition Date. Prior to this restructuring, WMF Management was a wholly-owned subsidiary of RS Trust.

⁴ The Funds are comprised of Woodbridge Mortgage Investment Fund 1, LLC ("WMIF1"); Woodbridge Mortgage Investment Fund 2, LLC ("WMIF2"); Woodbridge Mortgage Investment Fund 3, LLC ("WMIF3"); Woodbridge Mortgage Investment Fund 3A, LLC ("WMIF3A"); Woodbridge Mortgage Investment Fund 4, LLC ("WMIF4"); Woodbridge Commercial Bridge Loan Fund 1, LLC ("WCBLF1"), and Woodbridge Commercial Bridge Loan Fund 2, LLC ("WCBLF2") and, collectively with WCBLF1, the "Bridge Loan Funds").

active mezzanine holding companies (the “MezzCos”), each of which owns a single property company that owns an individual real estate asset (the “PropCos”).

7. All but three of the Woodbridge Group entities have no indebtedness under traditional third-party lending facilities.⁵ Rather, the Debtors’ operations have been primarily funded by lenders to, and unitholders of, the Funds. Specifically, Woodbridge has raised funds for its operations (i) by borrowing funds in connection with promissory notes (the “Lender Notes”) from individual investors (the “Noteholders”), and (ii) pursuant to subscription agreements under which subscribers (the “Unitholders”) purchase units (the “Units”) in individual Funds.

A. The Noteholders

8. As of the Petition Date, the Funds were collectively indebted to approximately 8,998 Noteholders, with a cumulative total outstanding amount of Lender Notes of \$750,438,988.12.⁶ WMIF1 was indebted to 175 Noteholders with a cumulative total outstanding amount of Lender Notes of \$12,004,782.36. WMIF2 was indebted to 537 Noteholders with a cumulative total outstanding amount of Lender Notes of \$41,702,586.94. WMIF3 was indebted to 2,681 Noteholders with a cumulative total outstanding amount of Lender Notes of \$211,508,293.32. WMIF3A was indebted to 2,822 Noteholders with a cumulative total outstanding amount of Lender Notes of \$248,169,473.99. WMIF4 was indebted to 2,783 Noteholders with a cumulative total outstanding amount of Lender Notes of \$237,053,851.51.

⁵ As further discussed in Section I-B, *infra*, three of the PropCos are funded by third-party notes issued by third-party lenders rather than by Noteholders. The properties held by these PropCos are not part of the DIP Collateral, and any liens held by these lenders in connection with these financing arrangements are not being primed nor otherwise impacted by this Motion or the relief sought herein.

⁶ These numbers are drawn from a November 24, 2017 internal report, and as of the Petition Date, a more current estimate was not available. The Debtors anticipate receiving updated numbers shortly after the Petition Date.

The Bridge Loan Funds have no Noteholders or Lender Notes; rather, these funds raise money solely through Units and lend this money directly to another Woodbridge Fund pursuant to a promissory note and loan agreement.⁷

9. Each of the Lender Notes is evidenced by an individual promissory note issued pursuant to a loan agreement (individually, a “Loan Agreement”).⁸ Pursuant to the terms of each Loan Agreement, each Noteholder lent a fixed amount to an individual Woodbridge Fund for the stated purpose of partially funding a single one of three types of secured loans from such Woodbridge Fund to an individual MezzCo or PropCo.⁹ With respect to each real property owned by a PropCo, three secured loans were created: (i) a loan from a Woodbridge Fund to a PropCo secured by a first lien mortgage on such property, (ii) a loan from the same Woodbridge Fund to the same PropCo secured by a second lien mortgage on such property, and (iii) a mezzanine loan from the same Woodbridge Fund to the MezzCo that owns the sole membership interest in such PropCo, secured by a pledge of that MezzCo’s ownership interest in the PropCo. In turn, each PropCo or MezzCo used the proceeds advanced from the applicable Woodbridge Fund to fund purchases or construction of, or improvements upon, individual real properties. In the ordinary course of their operations, the Debtors generate cash from the sale of these properties, which results in the repayment of the mortgages on such properties

⁷ As of the petition date, approximately \$808,597 of Units were outstanding across the two Bridge Loan Funds.

⁸ Our description of each of the Lender Notes is based on descriptions provided by management and a review of a sample of the relevant loan documents for each Lender Note. While we believe these statements to be true in all cases, we are continuing to diligence the documentation.

⁹ In general, each of these was syndicated across groups of individual Noteholders, with each Noteholder entering into an intercreditor agreement together with each other Noteholder lending money in connection with an individual Woodbridge Fund loan to the applicable PropCo or MezzCo. Pursuant to each such intercreditor agreement, each Noteholder agreed to share in principal and interest payments received from the applicable Woodbridge Fund on a pro rata basis, and to share equal rights of enforcement, priorities, duties, and obligations under their Lender Notes.

10. Under each Loan Agreement, the applicable Woodbridge Fund granted a security interest in favor of the applicable Noteholders in the Fund's right, title and interest in and to (i) the indebtedness held by the Woodbridge Fund issued by a particular MezzCo or PropCo, (ii) the promissory note evidencing such loan, (iii) the mortgage or deed of trust securing such loan (in the case of PropCo loans) or the pledge and security agreement securing the mezzanine loan (in the case of a MezzCo Loan), and (iv) related title insurance policies in connection with such loan (collectively, the "Third-Party Collateral"). Further, in connection with each Lender Note, the applicable Woodbridge Fund entered into two related assignment documents: *first*, an assignment of promissory note (individually, a "Note Assignment"), pursuant to which the Woodbridge Fund assigned (but did not deliver possession nor otherwise transfer or negotiate) to the Noteholder the Fund's right, title, interest, claims or rights in (i) the promissory note reflecting its loan to the applicable PropCo or MezzCo, and (ii) the related mortgage or deed of trust held by the applicable PropCo, or the related pledge and security agreement held by the applicable MezzCo, together with related rights, documents, accounts, and proceeds thereto; and *second*, a collateral assignment (individually, a "Collateral Assignment" and collectively, with the Note Assignments, the "Assignments"), pursuant to which the Woodbridge Fund assigned to the Note holder its right, title, and interest in and to the same underlying documents, proceeds therefrom, rights thereunder, and documents related thereto.

11. Notwithstanding the grant of these security interests and the executed Assignments, as a matter of law, any liens or security interests of the Noteholders in the Third-Party Collateral are not perfected. Under the Uniform Commercial Code ("UCC"), as adopted by Delaware,¹⁰ the Third-Party Collateral is personal property—specifically, promissory notes

¹⁰ Because each of the Funds is a Delaware LLC, perfection issues will be governed by the Uniform Commercial Code as presently in effect in the state of Delaware, the jurisdiction of organization of the debtor under

and instruments—the perfection of which is governed by Article 9 of the UCC.¹¹ Under the UCC, perfection of a security interest in a promissory note or instrument granted to secure an obligation can only be achieved through possession of the note or instrument, or by the filing of a UCC-1 financing statement with respect to the instrument.¹² The Debtors have confirmed that no Noteholder is in possession of any of the Third-Party Collateral. Further, on information and belief and based on an investigation, no Noteholder has filed a UCC-1 financing statement with respect to any of the Third-Party Collateral in Delaware.¹³ Similarly, the Noteholders lack standing to enforce any security interests in the Third-Party Collateral because none of the Lender Notes has been validly transferred or “negotiated”¹⁴ to any of the Noteholders nor endorsed to and in favor of a Noteholder as required by Article 3 of the UCC to transfer and assign an “instrument”.¹⁵

the relevant security documents. The law governing perfection is determined by the mandatory rules of UCC sections 9-301 to 9-307, which cannot be altered by agreement. *See* 6 Del. C. § 1-301(c)(7).

¹¹ *See* 6 Del. C. §§ 9-102(a)(65) (definition of “promissory note”) and 9-102(a)(47) (definition of “instrument” as the term is used in Article 9). Article 9 of the Uniform Commercial Code applies to any transaction that creates a security interest in personal property. 6 Del. C. § 9-109(a)(1),(3). The definition of “security interest” in the UCC includes “any interest of a buyer of . . . a promissory note in a transaction that is subject to [Article] 9.” 6 Del. C. § 1201(b)(35).

¹² *See* 6 Del. C. §§ 9-312(a) and 9-313(a).

¹³ Under the UCC, the proper jurisdiction for the filing of a UCC-1 financing statement is the “location” of the debtor, and the UCC further provides that “[a] registered organization that is organized under the law of a State is located in that State.” 6 Del. C. §§ 9-301(1) and 9-307(e).

¹⁴ Under Article 3 of the UCC, “negotiation” is defined as “a transfer of possession . . . of an instrument by a person other than the issuer to a person who thereby becomes its holder”. UCC § 3-201(a); 6 Del. C. § 3-201(a). In addition, Article 3 makes clear that “negotiation” (i.e., a transfer of an instrument) cannot occur until both possession of the instrument is transferred and the instrument is endorsed in favor of the transferee. UCC Section 3-203(c); 6 Del. C. § 3-203(c).

¹⁵ In the absence of such delivery and endorsement, the Noteholders lack standing to enforce any security interests in the Third-Party Collateral. This is because only a “person entitled to enforce” has standing to enforce a promissory note by pursuing a mortgage remedy. *See* 6 Del. C. § 3-301 (defining “person entitled to enforce” in relevant part as “(i) the holder of the instrument [or] (ii) a nonholder in possession of the instrument who has the rights of a holder”). In fact, Section 3-203(a) of the UCC expressly provides that an “instrument is transferred when it is delivered . . . for the purpose of giving to the person receiving delivery the right to enforce the instrument.” *Id.* § 3-203(a).

12. As a matter of law, the Assignments fail to perfect the Noteholders' interests in the Third-Party Collateral. A perfected security interest in a secured note would also perfect a security interest in the underlying security instrument.¹⁶ In other words, under Article 9 of the UCC, the collateral follows the note. Assignment of a note alone (without possession or the filing of an appropriate financing statement with respect to the note) is insufficient to perfect a security interest in an instrument.¹⁷

13. While the Debtors believe based on the foregoing that the Noteholders' liens are not properly perfected and are thus subject to avoidance, out of an abundance of caution, at this stage in the proceedings the Debtors are making available conditional adequate protection to these noteholders providing that the Noteholders will receive conditional liens and claims on the Adequate Protection Property (as defined below) to the extent of any diminution on any valid, unavoidable interests the Noteholders may have in such assets as of the Petition Date. In addition, the Debtors are reserving funds sufficient to pay interest on any notes that are found to have valid, unavoidable interests with sufficient security to require payment of interest.

B. The Debtors' Third-Party Lenders

14. Aside from the Noteholders, the Debtors owe secured indebtedness to three third-party lenders in connection with three of their properties. Specifically, three of the PropCos—

¹⁶ Under Article 9, the attachment and perfection of a security interest in a note results in attachment and perfection of the note buyer's rights in the underlying mortgage, deed of trust, or other lien instrument *by operation of law*. See 6 Del. C. § 9-203(g) ("The attachment of a security interest in a right to payment or performance secured by a security interest or other lien on personal or real property is also attachment of a security interest in the security interest, mortgage, or other lien."); *id.* § 9-308(e) ("Perfection of a security interest in a right to payment or performance also perfects a security interest in a security interest, mortgage, or other lien on personal or real property securing the right.").

¹⁷ UCC § 9-109, cmt. 7 ("[A]n attempt to obtain or perfect a security interest in a secured obligation by complying with non-Article 9 law, as by an assignment of record of a real-property mortgage, would be ineffective."); *see also* 6 Del. Code § 9-109, cmt. 7 (adopting the language of UCC § 9-109, comment 7 in its entirety).

Bishop White Investments, LLC, Craven Investments, LLC, and Grand Midway Investments, LLC (the “Third-Party Funding PropCos”)—are funded by third-party notes issued by 805 Nimes Place, LLC, Ashley Land, LLC, and Tintarella, LLC, respectively (collectively, the “Third-Party Funders”) rather than by Noteholders. The properties held by the Third-Party Funding PropCos are not part of the DIP Collateral, and any liens held by the Third-Party Funders in connection with these financing arrangements are not being primed nor otherwise impacted by this Motion or the relief sought herein.

15. Based on an ongoing review of lien reports and title reports, as well as conversations with management and employees of the Woodbridge Group of Companies and its primary contractor, Plus Development Group, I am not aware of any liens held by mechanics, suppliers, contractors, or other entities on any of the Debtors’ assets.

II. The Securities Investigations

16. The ongoing investigations by securities regulators, including the United States Securities and Exchange Commission (“SEC”), have been a significant constraining factor in the Debtors’ efforts to obtain debtor-in-possession financing.¹⁸ Since September 2016, certain Woodbridge Group entities (including certain of the Debtors) have been under investigation by the SEC. In connection with this investigation, the SEC has brought two applications to enforce administrative subpoenas that it issued against certain Woodbridge Group entities (among other entities). Specifically, on September 27, 2016, the SEC issued a formal order directing an investigation of WMIF3. On July 17, 2017, the SEC filed an application in the District Court for the Southern District of Florida (the “Florida Court”) seeking enforcement of an administrative subpoena that it issued on January 31, 2017 (the “Woodbridge Group Subpoena”). *See SEC v.*

¹⁸ Aside from the SEC, Woodbridge Group entities have received inquiries from approximately 25 state securities regulators.

Woodbridge Grp. of Cos., 17-cv-22665 (CMA) (S.D. Fla. Jul. 17, 2017), Dkt. No. 1. The court issued an order granting the SEC's request on September 20, 2017. *Id.*, Dkt. No. 25. On October 13, 2017, the SEC filed a motion for contempt of court, alleging that Woodbridge had failed to provide certain company-related emails from the AOL.com accounts of Robert Shapiro and Nina Pedersen. *Id.*, Dkt. No. 29. This motion has been fully briefed and remains pending before the Florida Court as of the Petition Date.

17. Separately, on October 31, 2017, the SEC filed an second application in the Florida Court (the "LLC Application") seeking an order to show cause enforcing subpoenas that it issued on August 16 and 17, 2017 (the "LLC Subpoenas") to 235 limited liability companies allegedly owned and controlled by Robert Shapiro to explain why they had not fully complied with the LLC Subpoenas. *See SEC v. 235 Ltd. Liab. Cos.*, No. 17-mc-23986 (PCH) (S.D. Fla. Nov. 14, 2017), Dkt. No. 1. According to the LLC Application, the SEC

is investigating possible ongoing violations of Sections 5(a), 5(c), and 17(a) of the Securities Act, and Section 15(a) and Section 10(b) of the Exchange Act and Rule 10b-5 thereunder, by Woodbridge and other persons and entities. Specifically, the Commission is investigating the offer and sale of unregistered securities, the sale of securities by unregistered brokers, and the commission of fraud in connection with the offer, purchase, and sale of securities.

LLC Application ¶ 2. The LLC Application further alleges that

Woodbridge, its officers, directors, employees, partners, subsidiaries, and/or affiliates and/or other persons or entities, directly or indirectly, may have been or may be, among other things, making false statements of material fact or failing to disclose material facts, to investors and others, concerning, among other things, the use of investor funds, the safety of the investments, the profitability of the investments, the sales fees, or other costs associated with the purchase of the investments.

LLC Application ¶ 6. The LLC Application was resolved through a stipulated order entered on November 14, 2017 under which the limited liability companies agreed to produce documents on a rolling basis, with a final deadline of December 4, 2017. *Id.*, Dkt. No. 16.

Despite these two discovery-related disputes and the allegations therein, the SEC has not asserted any claims against the Debtors or any Woodbridge Group entities.

18. Aside from the SEC, certain of the Debtors have received information requests from state securities regulators in approximately 25 states. These Debtors have produced responsive documents in connection with these inquiries, and a substantial majority of cases have not progressed past the investigation and discovery stage. The concerns raised by state regulators have generally focused on the alleged offer and sale of unregistered securities, including by allegedly unregistered agents. Three of these inquiries were resolved through settlements, which included the entry of consent orders. Proceedings against certain Debtors are currently pending in Arizona, Colorado, Idaho, and Michigan; in each case, the Debtors' pre-petition management was engaged in advanced settlement discussions with the applicable regulators prior to the commencement of the Chapter 11 Cases. In the settled cases, the Woodbridge Group Enterprise entities agreed to provide regulators with the identities of all referral agents compensated by such entities in connection with the sales of private placement loans, and to offer rescission to Noteholders for a period of thirty to sixty days. By information and belief, the applicable Woodbridge Group Enterprise entities have complied with all the conditions of the settlement agreements.

III. The Debtors' Efforts to Obtain DIP Financing

19. One of the critical elements to the Debtors' restructuring efforts is the availability of financing to fund the Debtors' anticipated cash shortfalls during the bankruptcy case, as well as the need for financing upon emergence from chapter 11. With the assistance of their advisors,

beginning on November 7, 2017, the Debtors contacted fourteen potential lenders to inquire into their willingness to provide financing during the cases under chapter 11 of the Bankruptcy Code commenced by the Debtors (the “Chapter 11 Cases”). Of the potential lenders, the Debtors executed non-disclosure agreements with eleven institutions and received formal proposals from five.

20. Based on the responses received from other potential lenders, the Debtors faced two primary hurdles in obtaining financing from traditional sources. *First*, the Debtors’ prepetition capital structure is complex, consisting of approximately 152 entities and with the Debtors’ primary assets—their real estate holdings—held by separate PropCos and subject to claims from separate Funds and their respective Noteholders. While, as discussed in Section I-A, *supra*, the Noteholders’ liens on the Third-Party Collateral are not properly perfected and are thus subject to avoidance, out of an abundance of caution, at this stage in the proceedings the Debtors are making available conditional adequate protection to these noteholders providing that the Noteholders will receive liens and claims on other Debtor assets to the extent of any diminution on any valid, unavoidable interests the Noteholders may have in such assets as of the Petition Date. *Second*, as further described in Section II, *supra*, since September 2016, the Debtors have been under investigation by certain securities regulators, including the SEC.

21. The Debtors were able to negotiate a DIP Facility with Hankey Capital, LLC (“Hankey” or the “DIP Lender”), which will provide the Debtors with \$100 million in postpetition financing (with \$25 million to be available on an interim basis) through the DIP Lender and DIP Agent to fund the Debtors’ costs and expenses during the Chapter 11 Cases. Hankey was selected as DIP Lender after careful deliberation because Hankey offered the best economics (both in terms of interest rate and fees) of any potential lender, and because of their

experience in the high-end luxury residential real estate sector and familiarity with the properties. In addition, the proposed DIP Facility overcomes all of the hurdles that the Debtors faced in identifying a potential financing source. *First*, Hankey agreed to provide the DIP Facility secured only by priming liens on a set of 28 of the Debtors' properties (the "Core Assets"); by lending solely against specified assets rather than insisting on a traditional grant of a security interest in substantially all the assets of all the Debtors, the DIP Lender has provided the Debtors with the flexibility necessary to fund its continuing operations and the ability to provide conditional adequate protection to the Noteholders in the form of replacement liens on certain of the Debtors' properties other than the Core Assets.¹⁹ Thus, the DIP Lender has agreed to structure the DIP Facility in a manner that will allow for the Debtors' turnaround efforts to be pursued. Further, subject to satisfaction of several conditions (including confirmation that loan-to-value ratios and market conditions are in line with those existing at the closing of the DIP Facility), the DIP Lender has indicated its willingness to consider providing the Debtors with an option to convert any principal and interest owing under the DIP Facility into exit financing upon confirmation of an acceptable chapter 11 plan and the Debtors' successful emergence from chapter 11. Such exit financing would provide the reorganized Debtors with additional operating liquidity that would create an opportunity for the Debtors to successfully complete their turnaround and fund the chapter 11 plan. In other words, Hankey could represent both an immediate and longer-term solution to the Debtors' current liquidity needs.²⁰

¹⁹ The Debtors have conducted diligence on the Core Assets, including by reviewing all lien and title reports with respect thereto, and have confirmed that none of the Core Assets is subject to pre-existing security interests (other than the interests of the Noteholders, which are discussed in Section I-A, *supra*. The DIP Collateral includes all owned or hereafter acquired assets and property of the Loan Parties, which consist of the 27 PropCo Debtors owning the Core Assets.

²⁰ For the avoidance of doubt, the Debtors are *not* seeking approval of any exit financing facility through this Motion or any of the First Day Pleadings.

22. The terms of the proposed DIP Facility are favorable to the Debtors' estates and creditors. The obligations under the DIP Facility will be secured by the Core Assets, but the liens securing the obligations under the DIP Facility will be subordinate to any valid, unavoidable permitted liens, all as set forth in the Interim DIP Order.

IV. The DIP Facility

23. A summary of the DIP Facility and certain material terms set forth in the DIP Agreement and the Interim Order is set forth below:²¹

OVERVIEW OF THE DIP FACILITY	
Borrowers:	Woodbridge Group of Companies, LLC, and certain of its subsidiaries which are the fee owners of the Core Assets, on a joint and several basis. The obligations, however, of Woodbridge Group of Companies, LLC, is recourse solely to loan proceeds, proceeds of sales of the Core Assets and the segregated account in which the foregoing are maintained (the "Woodbridge Pledged Collateral"). Each of the foregoing persons is a Debtor. <i>See DIP Agreement preamble. DIP Agreement § 2.1.</i>
DIP Agent:	Hankey Capital, LLC, as administrative agent and collateral agent. <i>See DIP Agreement preamble.</i>
DIP Lender:	Hankey Capital, LLC, and any other person that becomes a party to the DIP Agreement pursuant to an Assignment Agreement, provided that no assignments to persons (other than affiliates of Hankey Capital, LLC) is permitted without the consent of the Woodbridge Group of Companies, LLC. <i>See DIP Agreement § 1.1 (definition of Lender).</i>
DIP Facility:	Senior secured superpriority debtor-in-possession term loans in the aggregate principal amount of up to \$100 million (the " <u>DIP Loans</u> "), to be made available to the Borrowers in multiple draws, \$5 million of which will be funded at the DIP closing and a maximum of \$25 million may be funded prior to the date of the entry of the Final Order, and up to \$75 million of which will be funded in one or more

²¹ This summary is provided in accordance with Bankruptcy Rule 4001 and Local Rule 4001-2 and is qualified in its entirety by reference to the provisions of the DIP Agreement and the Interim Order. To the extent there exists any inconsistency between this summary and the provisions of the DIP Agreement, the Interim Order, or the Final Order, the provisions of the DIP Agreement, the Interim Order, and the Final Order, as applicable, shall control.

	<p>subsequent draws, as determined by the Debtors, commencing on the date of entry of the Final Order. The availability of the DIP Facility is subject to satisfaction of the conditions precedent set forth in the DIP Agreement.</p> <p>Availability of fundings under the DIP Facility will be limited by a portfolio-wide borrowing base calculation, such that the DIP Loans will not exceed 50% of the “as-is” value of the Core Assets as provided by the Debtors.</p> <p><i>See Interim Order ¶ 1.2; DIP Agreement § 2.1.</i></p>
Uses of Proceeds:	<p>For working capital, including the funding of expenses related to the construction, renovation, marketing and sale of the Core Assets and other assets of the Debtors related entities (including Debtors that are not obligated under the DIP Agreement), and to pay fees, costs and expenses incurred in connection with the transactions contemplated hereby and other administration costs incurred in connection with the Cases.</p> <p><i>See DIP Agreement § 2.1.3.</i></p>
Use of Cash Collateral; Entities with an Interest in Cash Collateral:	<p>The Debtors are authorized to use Cash Collateral subject to and in accordance with the terms, conditions, and limitations set forth in the Interim Order and the DIP Documents.</p> <p>“Cash Collateral” means all “cash collateral” as defined by section 363(a) of the Bankruptcy Code, including, without limitation, all of the cash proceeds of the accounts receivable, inventory and other property constituting Prepetition Collateral in which any secured lender, including, without limitation, the DIP Agent, the DIP Lender, or the holder of Subordinate Liens and Related Rights has an interest (including, without limitation, any adequate protection lien or security interest), whether such interest existed as of the Petition Date or arises thereafter pursuant to this Interim Order, any other order of this Court, applicable law or otherwise.</p> <p><i>See Interim Order ¶¶ B.5, 2.1, 2.2 and 2.3; DIP Agreement § 1.1 (definition of Cash Collateral).</i></p>
Interest Rate:	<p>A per annum rate equal to the prime rate plus 5.0%, but in any event not less than 9.5%.</p> <p><i>See DIP Agreement §§ 1.1 (definitions of Base Rate, Applicable Margin and Interest Rate Floor), 3.1.</i></p>
Default Rate:	<p>A per annum rate equal to 3.0% higher than the non-default rate.</p> <p><i>See DIP Agreement §§ 1.1 (definition of Default Rate); 3.1.</i></p>
Fees:	<p><u>Closing Fee:</u> Fee payable to DIP Agent, for the account of each DIP Lender, on the Closing Date in the amount of \$1,500,000.</p> <p><u>Exit Fee:</u> Fee payable to DIP Agent, for the account of each DIP</p>

	Lender, on the earlier of the Maturity Date and the date on which the Obligations under the DIP Credit Agreement are paid in full, or become due and payable or the lending commitments are terminated, in the amount of \$1,250,000. <i>See</i> DIP Agreement § 3.2.
Conditions to Borrowing:	<p>The initial funding of the DIP facility shall be subject to customary and reasonable conditions, including the entry of an interim order satisfactory to the Lender.</p> <p>On the funding date of each DIP Loan (i) there shall exist no Default or Event of Default continuing under the DIP Loan Documents, (ii) the representations and warranties of the Loan Parties therein shall be true and correct in all material respects, (iii) other than the commencement of the Bankruptcy Cases, no event has occurred or circumstance exists that has or could reasonably be expected to have a Material Adverse Effect, and (iv) with respect to the DIP Facility, the Interim Order or the entry of a final order, satisfactory to the DIP Agent (the “<u>Final Order</u>”), as the case may be, shall be in full force and effect and shall not have been vacated, reversed or stayed in any respect or, except as expressly permitted by the DIP Loan Documents, modified or amended in any manner. Fundings in excess of \$5 million of the DIP Loan are subject to the DIP Agent and Lender’s satisfaction with title searches on properties as to the amount of any Prior Liens.</p> <p><i>See</i> DIP Agreement §§ 6.1(b), 6.2(d).</p>
Appraisals and Recording of Liens	<p>Agent however may request appraisals for the Core Assets.</p> <p>Within 120 days of the Closing Date, or such later date as Agent shall agree, DIP Agent shall have received trust deeds for the Core Assets.</p> <p><i>See</i> DIP Agreement §§ 6.3.</p>
Security, DIP Liens and Claims:	<p>“<u>DIP Collateral</u>”²² means all owned or hereafter acquired assets and property of the Loan Parties, including the Core Assets, except the collateral pledged by the Woodbridge Group of Companies is limited to the Woodbridge Pledged Collateral.</p> <p>The obligations of the Borrowers under the DIP Facility, including all DIP Loans, shall, subject to the Carve-Out (as defined below), at all times:</p> <p>Be secured by a lien on and security interest in all Collateral (as defined in the Loan Agreement), including Collateral that is property of the Debtors’ estates (the “<u>Collateral</u>”):</p> <p>(a) pursuant to Section 364(d)(1) of the Bankruptcy Code, a perfected first priority priming security interest and lien on the Collateral that primes and is senior to any and all liens, interests, claims, and rights in favor of the Funds (the “<u>Fund Liens</u>”) and the subset of the Noteholders having claims against the borrowers under the DIP Facility, whether arising on or after the Petition Date and however arising or existing (the “<u>Noteholder Liens</u>”),</p>

²² A list of the DIP Collateral is attached hereto as Exhibit 2.

	<p>which Fund Liens and Noteholder Liens are junior in priority and subordinate in all respects to the DIP Liens;</p> <p>(b) pursuant to Section 364(c)(2) of the Bankruptcy Code, a perfected first and senior priority security interest and lien on the Collateral to the extent such Collateral is not subject to valid, perfected, and non-avoidable liens existing as of the Petition Date;</p> <p>(c) subject to clauses (a) and (b) above, pursuant to Section 364(c)(3) of the Bankruptcy Code, a perfected priority security interest and lien on the Collateral junior only to valid, perfected, and unavoidable liens in favor of third parties that were in existence immediately prior to the Petition Date (other than the Fund Liens and the Noteholder Liens, which are being primed by this Order and are junior in priority and subordinate in all respects to the Liens) (the “<u>Prepetition Third Party Liens</u>”), subject only as to priority to such Prepetition Third Party Liens; and</p> <p>(d) as replacement liens pursuant to sections 361 and 363 to provide adequate protection of DIP Lender’s interest in the Collateral to the extent of any diminution in value of the Collateral as a consequence of the use of Cash Collateral, the DIP Loans, the imposition of the automatic stay, and any other consequence of the Cases; provided, however, the postpetition collateral does not include any claim or cause of action arising under sections 502(d), 542, 544, 547, 548, 550, or 551, and any recoveries thereof, but does include claims and causes of action arising under section 549 and any recoveries thereof and the proceeds realized by the Debtors’ estates from the assumption and assignment, or rejection, of any executory contract or unexpired lease under section 365.</p> <p>See Interim Order ¶ 3.1.1 (definition of “Collateral”).</p>
Carve-Out:	<p>The liens, the adequate protection liens, the superpriority claims and the 507(b) claims shall be subject only to ((a) through (d), the “<u>Carve Out</u>”):</p> <p>(a) any unpaid fees due to the United States Trustee pursuant to section 1930 of title 28 of the United States Code or otherwise and any fees due to the Clerk of the Court of the United States Bankruptcy Court for the District of Delaware; (b) all reasonable fees and expenses incurred by a trustee under section 726(b) in an amount not exceeding \$100,000; (c) the reasonable expenses of members of any statutory committee (excluding fees and expenses of professional persons employed by such committee members individually); (d) to the extent allowed at any time, all unpaid fees and expenses allowed by the Bankruptcy Court of professionals or professional firms retained pursuant to section 327 or 1103 (the “<u>Professional Persons</u>”) through the date of the acceleration of the maturity of the Postpetition Financing; provided that the reimbursement of out-of-pocket expenses allowed by the Bankruptcy Court and incurred by the members of any committee and the Professional Persons shall not exceed the sum of:</p>

	<p>(x) prior to the delivery of a Carve-Out Trigger Notice (defined below) the accrued amount of such professional fees and Committee expenses, in each case, incurred prior to the delivery of such Carve-Out Trigger Notice (defined below), plus (y) \$2,000,000 for all such fees and expenses (the “<u>Post Carve-Out Notice Trigger Cap</u>”) incurred from and after the delivery of a written notice provided by the Lender to the Debtors following the occurrence and during the continuance acceleration of the Obligations under the Loan Documents (the “<u>Carve-Out Trigger Notice</u>”). The Carve-Out shall exclude any fees and expenses incurred in connection with an Adverse Lender Challenge.</p> <p>The Carve-Out shall be senior to all liens and claims securing the DIP Loans, and the superpriority claims, and any and all other liens or claims securing the DIP Facility.</p> <p>See Interim Order ¶¶ 3.1.3, 3.3.</p>
Representations and Warranties, and Affirmative and Negative Covenants	<p>The DIP Facility documents shall contain customary and reasonable representations and warranties, affirmative covenants and negative covenants that shall be limited to:</p> <p><u>Representations and Warranties</u></p> <p>Organization; qualification; powers; authorization; enforceability; capital structure; title to properties; priority of liens; taxes; brokers; intellectual property; governmental approvals; compliance with laws; compliance with environmental laws; burdensome contracts; litigation; no defaults; ERISA; not a regulated entity; margin stock; OFAC; anti-corruption laws; commencement of bankruptcy cases.</p> <p><u>Affirmative Covenants</u></p> <p>Inspection; appraisals; financial and other reporting; notices; compliance with laws; taxes, insurance; licenses; anti-corruption laws; bankruptcy matters and documents.</p> <p><u>Negative Covenants</u></p> <p>Limitations on indebtedness, on liens, dispositions of assets, loans, prepayments of certain debt, fundamental changes, changes to organizational documents, accounting changes, restrictive agreements, conduct of business, affiliate transactions, plans, amendments to subordinated debt, and certain bankruptcy matters.</p> <p>See DIP Agreement Sections 9 and 10.</p>
Financial Covenants	None, including no covenant regarding minimum liquidity.
DIP Stated Maturity Date:	The stated maturity date with respect to the DIP Facility shall be the date which is 12 months following the initial funding of the DIP

	<p>Facility.</p> <p><i>See</i> DIP Agreement §§ 1.1 (definition of Term Loan Maturity Date) and 5.3.2(c).</p>
Optional Prepayments:	<p>Yes, on three (3) business days' notice.</p> <p><i>See</i> DIP Agreement § 5.3.3.</p>
Mandatory Prepayments:	<p>Limited to prepayments upon any disposition of, or occurrence of a casualty event or condemnation causing a loss to, a Core Asset, in an amount equal to the net proceeds of such event.</p> <p><i>See</i> DIP Agreement § 5.3.2.</p>
Events of Default:	<p>The DIP Facility documents shall contain customary and reasonable Events of Default that shall be limited to: the failure to pay any obligations under the DIP Loan Agreements when due; breach of representation or warranty; failure to comply with covenants (subject to a grace period for certain covenants); repudiation or invalidity (actual or asserted) of DIP Loan Documents or related liens; cross default; postpetition judgments; enjoined from conducting business; ERISA; certain bankruptcy related matters, including certain amendments to the Interim Order or Final Order in a manner adverse to the Lenders, the entry of an order authorizing Borrowers to incur additional indebtedness under Section 3.64(c) or (d) of the Bankruptcy Code, the entry of an order in the Chapter 11 Cases charging any of the collateral for the DIP Facility under Section 506(c) of the Bankruptcy Code against the Lenders, the entry of an order authorizing the use of cash collateral (except as contemplated by the DIP Loan Documents, the Interim Order or the Final Order), the appointment of a trustee or an examiner, the entry of an order converting any Chapter 11 Case in respect of a Borrower to a case under chapter 7 of the Bankruptcy Code,; the entry of an order granting relief from the automatic stay so as to allow a third party to proceed against the Collateral, an order of the Bankruptcy Court granting, other than in respect of the DIP Facility and the Carve-Out or as otherwise permitted under the applicable DIP Loan Documents, any claim entitled to superpriority administrative expense claim status in the Cases pursuant to Section 364(c)(1) of the Bankruptcy Code pari passu with or senior to the claims of the DIP Lender under the DIP Facility, a plan of reorganization shall be filed in any of the Chapter 11 Cases that does not provide for payment in full of the DIP Facility, any breach or default under the Interim Order or Final Order that would entitle the Lenders to exercise remedies, any demand, termination or expiration or other event that would permit or result in the expiration of any commitment, obligation or liability of Lenders to make loans to Borrowers.</p> <p><i>See</i> Interim Order ¶ 4.1; DIP Agreement § 11.1(k).</p>
Expenses and	Reasonable and customary.

Indemnification:	<p>The Borrowers shall indemnify and hold harmless DIP Agent and each DIP Lender, their Affiliates and each of their respective officers, directors, employees, agents and attorneys (each, an “<u>Indemnatee</u>”), from and against any and all claims, liabilities, obligations, losses, damages, penalties, judgments, proceedings, interest, costs and expenses of any kind incurred by any Indemnatee or asserted against any Indemnatee by any Borrower or other person, in any way relating to (a) any loans, DIP Loan Documents, or the use thereof or transactions relating thereto, (b) any action taken or omitted in connection with any DIP Loan Documents, (c) the existence or perfection of any liens, or realization upon any Collateral, (d) exercise of any rights or remedies under any DIP Loan Documents or applicable law, or (e) failure by any Borrower to perform or observe any terms of any DIP Loan Document after taking into account all applicable notice, cure and/or grace periods, in each case including all costs and expenses relating to any investigation, litigation, arbitration or other proceeding, whether or not the applicable Indemnatee is a party thereto; <u>provided</u>, that no Borrower shall have any obligation to the extent that such Indemnified Liabilities arise from the gross negligence or willful misconduct of such Indemnatee, in each case, as determined by a court of competent jurisdiction in a final, nonappealable order.</p> <p>DIP Agreement § 14.2.</p>
Exercise of Remedies	<p>The automatic stay provisions of section 362 of the Bankruptcy Code shall be automatically vacated and modified to the extent necessary to permit the DIP Agent and the DIP Lender to exercise rights and remedies in accordance with the DIP Documents, upon the occurrence and during the continuation of any Event of Default and, in each case, after the provision by the DIP Agent to the Debtors of five (5) business days’ prior written notice of such Event of Default.</p> <p>See Interim Order ¶ 4; DIP Agreement § 11.2.</p>
Conditional Adequate Protection to Prepetition Secured Parties:	<p>Each holder of Subordinate Liens and Related Rights is entitled to and are by the Interim Order granted, pursuant to sections 361, 363(c)(2) and 363(e) of the Bankruptcy Code, adequate protection of their respective interests in their respective collateral, including the Prepetition Collateral and Cash Collateral, in an amount equal to the aggregate diminution in value of their respective interests in such collateral occurring on or after the Petition Date, including without limitation, any such diminution resulting from the use by the Debtors of the Cash Collateral and any other Prepetition Collateral and the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (such diminution in value, the “<u>Adequate Protection Obligations</u>”), as follows:</p> <p>(a) <u>Adequate Protection Liens</u>: continuing valid, binding, enforceable and perfected, liens and security interests in and on all of</p>

	<p>the DIP Collateral to the extent of the Adequate Protection Obligations (together with any additional adequate protection liens, if any, authorized pursuant to further order of the Court in accordance with paragraph 3.1.2 of the Interim Order). The Adequate Protection Liens granted by the Interim Order shall be silent, subordinated liens and the holders thereof shall have no rights of enforcement against collateral other than the right to receive proceeds of collateral in the order of priority set forth in the Interim Order. The Adequate Protection Liens shall (a) be subordinate to: (1) the Carve-Out, (2) the Prior Liens, and (3) the DIP Liens;</p> <p>(b) <u>507(b) Claims</u>: an allowed super-priority administrative expense claim subject to proof against each Debtor and its respective estate to the extent that the adequate protection afforded in the Interim Order for any Adequate Protection Obligations proves to be inadequate. The 507(b) Claims, if any, under the Interim Order shall be subordinate to the Carve-Out and the Super-Priority Claim. Except as expressly permitted in the Interim Order, no cost or expense of administration under any provision of the Bankruptcy Code (whether incurred in these Cases or any Successor Case, whether for adequate protection, the lack of, or failure to provide, adequate protection, or otherwise), shall be senior to, equal to, or pari passu with, any 507(b) Claim granted by the Interim Order. The 507(b) Claim shall be payable from, and have recourse to, any and all property and assets of each Debtor (but only to proceeds of Avoidance Actions after entry of a final order approving the DIP Facility), subject to the Carve-Out and Super-Priority Claim, but not in any event to the proceeds of Avoidance Actions until entry of a Final Order; and</p> <p>(c) <u>Adequate Protection Payments</u>: subject to the review procedures and limitations set forth herein, the Debtors shall promptly pay into a reserve fund all interest accruing on the obligations owing to the Noteholders' which shall be released to the Noteholders as their interests may appear when and to the extent that such Noteholders are found to have a valid, enforceable and unavoidable lien on the Collateral, to the extent of the diminution in value of their interest in the Collateral.</p> <p><i>See Interim Order ¶ 3.1.2.</i></p>
<p>Sections 506(c) Waivers:</p>	<p>Upon entry of a Final Order, no costs or expenses of administration incurred in the Cases – incurred during the Interim Period – may be charged against Lender or the Collateral pursuant to sections 105, 326, 327, 330, 331, 503(b), 506(c), 507(a), or the “equity exception” in section 552(b), section 726, or any other provision of the Bankruptcy Code, or any similar principle of law without the prior written consent of Lender, and no such consent shall be implied from any other action, inaction or acquiescence by Lender.</p> <p><i>See Interim Order ¶ 5.2.</i></p>

Marshalling:	Upon entry of a Final Order, neither Lender nor the Collateral is subject to the doctrine of marshaling with respect to the Collateral. <i>See</i> Interim Order ¶ 4.5.
Lien on Avoidance Action Proceeds:	Upon entry of the Final Order, the DIP Collateral, to which the DIP Liens have recourse, shall include the proceeds of causes of action under chapter 5 of the Bankruptcy Code. <i>See</i> Interim Order ¶¶ 3.1.1 and 6.7.
Governing Law	California
Submission to Jurisdiction	Bankruptcy Court for the District of Delaware

LOCAL RULE 4001-2 DISCLOSURES

24. The Debtors believe that the following financing terms are required to be highlighted pursuant to Local Rule 4001-2 and, as discussed herein, are necessary and justified in the context of, and the circumstances relating to, the Chapter 11 Cases.

- **Waiver of Section 506(c) Surcharge.** Local Rule 4001-2(a)(i)(C) requires disclosure of provisions that seek to waive, without notice, whatever rights the estate may have under section 506(c) of the Bankruptcy Code. Although the DIP Loan Documents provide for a waiver of rights under section 506(c) with respect to the DIP Agent and DIP Lender, the proposed waiver of the estates' rights will be effective only upon entry of the Final DIP Order. *See* Interim Order ¶ 5.2.
- **Liens on Avoidance Actions.** Local Rule 4001-2(a)(i)(D) requires disclosure of provisions that immediately grant the prepetition secured creditor liens on avoidance actions. Upon entry of the Final DIP Order, the DIP Collateral, to which the DIP Liens have recourse, shall include the proceeds of causes of action under chapter 5 of the Bankruptcy Code. *See* Interim Order ¶¶ 3.1.1 and 6.7.
- **Treatment of Professionals.** Local Rule 4001-2(a)(i)(F) requires disclosure of provisions that provide disparate treatment to professionals retained by the creditors' committee from professionals retained by the Debtors. The Carve-Out permits payments to professionals; provided that upon a Carve-Out Trigger Date, professional fees (other than success and transaction fees) are subject to a cap of \$2,000,000, which is available on an unallocated basis to the Debtors' professionals and the Committee's professionals. *See* Interim Order ¶ 3.3.

- **Priming Liens.** Local Rule 4001-2(a)(i)(G) requires disclosure of provisions that prime any secured liens without the consent of the lienholder. The DIP Liens will prime the existing liens of the Subordinate Liens and Related Rights. *See* Interim Order ¶¶3.1.1. Further, to the extent that the Noteholders have valid, unavoidable liens, the DIP Liens will prime such liens. The Funds have consented to the subordination of all of the Fund Liens.
- **Equities of the Case.** Local Rule 4001-2(a)(i)(H) requires disclosure of provisions that seek to effect the Court’s power to consider the equities of the case under 11 USC § 552(b)(1). The Interim Order provides that subject to entry of the Final Order no costs or expenses of administration incurred in the Cases – incurred during the Interim Period – may be charged against Lender or the Collateral pursuant to an the “equity exception” in section 552(b) or any similar principle of law without the prior written consent of Lender, and no such consent shall be implied from any other action, inaction or acquiescence by Lender.

25. The provisions of the DIP Documents as to which disclosure was required pursuant to Local Rule 4001-2 are all justified under the circumstances of the Chapter 11 Cases because the DIP Lender would not agree to the DIP Facility, and the Noteholders with interests in the Core Assets would not agree to the use of Cash Collateral or the priming of their liens. As demonstrated below, the funds provided under the DIP Facility are needed to allow the Debtors to operate in chapter 11, and the DIP Facility presents the only financing available to the Debtors at this stage. Given the benefits that the DIP Facility provides overall—most importantly, setting a foundation upon which the Debtors can pursue a value-maximizing restructuring under chapter 11—the Debtors submit that the inclusion of these highlighted provisions in the DIP Orders are appropriate under the facts and circumstances.

BASIS FOR RELIEF REQUESTED

26. As set forth above and in the First Day Declaration, the Debtors believe that the DIP Facility is the best financing available under the circumstances and will enable the Debtors to pursue a necessary deleveraging of their balance sheet. The Debtors believe that access to

\$25 million under the DIP Facility on an interim basis is necessary to avoid immediate and irreparable harm to their business, prospects and assets. For the reasons stated herein, the Debtors submit that they have satisfied the requirements to obtain postpetition financing on a superpriority, secured basis pursuant to section 364 of the Bankruptcy Code.

27. Section 364 of the Bankruptcy Code distinguishes among (i) obtaining unsecured credit in the ordinary course of business, (ii) obtaining unsecured credit out of the ordinary course of business, and (iii) obtaining credit with specialized priority or with security.²³ If a debtor-in-possession cannot obtain sufficient postpetition credit on an unsecured basis, section 364(c) of the Bankruptcy Code permits a bankruptcy court to authorize a debtor to obtain credit or incur debt, repayment of which is (i) entitled to superpriority, administrative-expense status or (ii) is secured by a senior lien on unencumbered property or a junior lien on encumbered property, or both.²⁴ Furthermore, section 364(d) of the Bankruptcy Code permits a bankruptcy court to authorize a debtor to obtain postpetition credit secured by a senior or equal lien on encumbered property (*i.e.*, a priming lien) when a debtor is otherwise unable to obtain credit and the interests of existing lienholders are adequately protected.²⁵

28. As further discussed herein, the DIP Facility is secured solely by the Core Assets, which are listed on Schedule 7.3.1 to the DIP Agreement, through superpriority claims, security interests, and secured liens pursuant to section 364 of the Bankruptcy Code. The circumstances of the Chapter 11 Cases necessitate postpetition financing under sections 364(c) and (d) of the Bankruptcy Code, and the DIP Facility reflects the sound exercise of the Debtors' business judgment.

²³ 11 U.S.C. §§ 364(a)–(d).

²⁴ 11 U.S.C. §364(c).

²⁵ 11 U.S.C. § 364(d).

I. The Debtors Should Be Authorized to Obtain Postpetition Financing Under Section 364(c) of the Bankruptcy Code.

29. Section 364(c) financing is appropriate when the debtor in possession is unable to obtain unsecured credit allowable as an ordinary administrative claim.²⁶ Courts have articulated a three-part test to determine whether a debtor is entitled to financing under section 364(c) of the Bankruptcy Code. Specifically, courts look to whether:

- i. The debtor is unable to obtain unsecured credit under section 364(b), *i.e.*, by allowing a lender only an administrative claim;
- ii. The credit transaction is necessary to preserve the assets of the estate; and
- iii. The terms of the transaction are fair, reasonable, and adequate, given the circumstances of the debtor-borrower and the proposed lender.²⁷

30. The Debtors propose to obtain the financing set forth in the DIP Agreement by providing, among other things, superpriority claims, security interests, and liens pursuant to sections 364(c)(1)–(3) and 364(d) of the Bankruptcy Code. For the reasons set forth below, the Debtors submit that entry into the DIP Facility satisfies the three-part test to obtain such financing.

A. The Debtors Could Not Obtain Unsecured Financing.

31. To show that the credit required is not obtainable on an unsecured basis, a debtor need only demonstrate “by a good faith effort that credit was not available without” the protections of sections 364(c) of the Bankruptcy Code.²⁸ Thus, “[t]he statute imposes no duty to

²⁶ See *In re LA Dodgers LLC*, 457 B.R. 308, 312 (Bankr. D. Del. 2011) (denying motion for authorization to enter into postpetition credit facility where debtors could not prove that they were unable to obtain unsecured credit allowable as an administrative expense); see also *In re Ames Dep’t Stores, Inc.*, 115 B.R. 34, 37–39 (Bankr. S.D.N.Y. 1990) (stating that debtor must show that it has made a reasonable effort to seek other sources of financing under sections 364(a) and (b) of the Bankruptcy Code); *In re Crouse Grp., Inc.*, 71 B.R. 544, 549 (Bankr. E.D. Pa. 1987) (stating that secured credit under section 364(c)(2) of the Bankruptcy Code is authorized, after notice and hearing, upon showing that unsecured credit cannot be obtained).

²⁷ See *In re L.A. Dodgers*, 457 B.R. at 312; see also *In re Ames Dep’t Stores*, 115 B.R. at 37–39.

²⁸ *Bray v. Shenandoah Fed. Sav. & Loan Ass’n (In re Snowshoe Co.)*, 789 F.2d 1085, 1088 (4th Cir. 1986).

seek credit from every possible lender before concluding that such credit is unavailable.”²⁹

Moreover, in circumstances where only a few lenders likely can or will extend the necessary credit to a debtor, “it would be unrealistic and unnecessary to require [the debtor] to conduct such an exhaustive search for financing.”³⁰ As set forth above and in the First Day Declaration, unsecured postpetition financing was simply not available to the Debtors. This is unsurprising given, among other things, the substantial level of secured (and purportedly secured) debt the Debtors already have, the competitive pressures the Debtors are facing in their industry, and that the Debtors have just recently restructured their organization and operations and their historical financial performance does not reflect the benefits the Debtors hope to achieve from those measures. Accordingly, the Debtors have satisfied the requirement of sections 364(c) of the Bankruptcy Code that alternative credit on more favorable terms was unavailable to the Debtors.

B. Entry Into the DIP Facility Is Necessary to Preserve Assets of the Estates and Is In the Best Interests of Creditors.

32. A debtor’s decision to enter into a postpetition lending facility under section 364 of the Bankruptcy Code is governed by the business judgment standard.³¹ Courts grant a debtor considerable deference in acting in accordance with its sound business judgment.³² Further, to

²⁹ *Id.*, see also *In re Ames Dep’t Stores*, 115 B.R. at 40 (holding that debtor made a reasonable effort to secure financing where it approached four lending institutions, was rejected by two, and selected the least onerous financing option from the remaining two lenders).

³⁰ *In re Sky Valley, Inc.*, 100 B.R. 107, 113 (Bankr. N.D. Ga. 1988), aff’d sub nom. *Anchor Sav. Bank FSB v. Sky Valley, Inc.*, 99 B.R. 117, 120 n.4 (N.D. Ga. 1989); see also *In re Snowshoe*, 789 F.2d at 1088 (4th Cir. 1986) (demonstrating that credit was unavailable absent the senior lien by establishment of unsuccessful contact with other financial institutions in the geographic area); *In re Stanley Hotel, Inc.*, 15 B.R. 660, 663 (D. Colo. 1981) finding that two national banks refused to grant unsecured loans was sufficient to support conclusion that section 364 requirement was met).

³¹ See *In re Barbara K. Enters., Inc.*, 2008 WL 2439649 at *14 (Bankr. S.D.N.Y. Mar. 5, 2009) (explaining that courts defer to a debtor’s business judgment); *Ames Dep’t Stores*, 115 B.R. at 38 (noting that financing decisions under section 364 of the Bankruptcy Code must reflect a debtor’s business judgment).

³² See, e.g., *Barbara K. Enters.*, 2008 WL 2439649 at *14 (explaining that courts defer to a debtor’s business judgment “so long as a request for financing does not ‘leverage the bankruptcy process’ and unfairly cede control of the reorganization to any party in interest”).

determine whether the business judgment standard is met, a court is “required to examine whether a reasonable business person would make a similar decision under similar circumstances.”³³

33. The Debtors’ decision to enter into the DIP Facility is an exercise of their sound judgment that warrants approval by the Court. The Debtors are at a point where they do not have adequate liquidity to fund their continuing operations. The Debtors’ management and professionals have reviewed their restructuring alternatives in detail over the past several months and have explored alternative sources of capital and financing as part of this process. Following a fulsome solicitation to fourteen potential DIP lenders, the Debtors negotiated directly with four other lenders that submitted formal proposals to determine their interest in providing postpetition financing on alternative terms. None of those efforts yielded any superior offer of financing. Therefore, the Debtors’ management took the steps necessary and exercised their best business judgment in negotiating the DIP Facility. The DIP Facility will provide immediate access to capital, on terms that, collectively, are the best and most favorable terms available to the Debtors.

34. Without access to the DIP Facility, the Debtors could experience a liquidity shortfall and would be deprived of the capital necessary to operate their businesses. The DIP Facility will provide the funding necessary to allow the Debtors to, among other things, maintain their businesses in the ordinary course and successfully implement a restructuring. The DIP Facility also will enhance the Debtors’ ability to minimize disruption to their businesses and instill confidence in their various creditor constituencies, including customers, employees, landlords, vendors, and service providers. Moreover, the DIP Lender has indicated its

³³ *In re Dura Auto. Sys., Inc.*, No. 06-11202 (KJC), 2007 Bankr. LEXIS 2764, at *272 (Bankr. D. Del. Aug. 15, 2007) (quoting *In re Exide Techs.*, 340 B.R. 222, 239 (Bankr. D. Del. 2006)).

willingness to consider providing the Debtors with an option to convert any principal and interest owing under the DIP Facility into exit financing upon confirmation of an acceptable chapter 11 plan and the Debtors' successful emergence from chapter 11, provided that certain conditions precedent are satisfied (including confirmation that loan-to-value ratios and market conditions are in line with those existing at the time of the DIP Facility closing). With the DIP Facility, the Debtors will be in a position to continue operations, thereby preserving the value of their assets for the benefit of all creditors, and will be provided an opportunity to complete their operational and balance-sheet restructuring and move forward as a profitable business.

C. The Terms of the DIP Facility Are Fair and Reasonable Under the Circumstances.

35. In determining whether the terms of postpetition financing are fair and reasonable, courts consider the relative circumstances of both the debtor and the potential lender.³⁴ Judged from that perspective, the terms of the DIP Facility are fair and reasonable.

36. The DIP Facility does not prime any known valid, unavoidable liens held by prepetition lenders, other than the Funds and Intercompany Claims, if any.³⁵ While the DIP Facility will prime liens held by the Funds, as the Funds have recognized by consenting to being primed, the provision of the facility in and of itself provides adequate protection to the Funds because only through priming can the Funds gain access to the substantial liquidity necessary to preserve and enhance the value of the properties that serve as collateral for the Funds' primary assets. The Debtors need not, therefore, satisfy the more stringent standard for obtaining

³⁴ See *In re Farmland*, 294 B.R. at 886–89; see also *Unsecured Creditors' Comm. Mobil Oil Corp. v. First Nat'l Bank & Trust Co. (In re Ellingsen MacLean Oil Co., Inc.)*, 65 B.R. 358, 364–65 n.7 (W.D. Mich. 1986) (recognizing a debtor may have to enter into “hard” bargains to acquire funds for its reorganization).

³⁵ As further described in Section I-D, *infra*, while the Debtors believe that the Noteholders' liens are avoidable and intend to commence adversary proceedings seeking their avoidance, the Debtors have agreed to provide the Noteholders with conditional adequate protection to the extent of any diminution in the value of their collateral in the event that their liens are found to be unavoidable.

authority to grant a priming lien. Under section 364(d)(1) of the Bankruptcy Code, the Debtors were obligated to obtain credit not secured by a priming lien if such credit was available; however, such credit was not available because the Debtors' primary assets—their real estate holdings—were subject to pre-petition liens. While the DIP Facility will prime the Subordinate Liens and Related Rights, if there are any, the provision of the facility in and of itself provides adequate protection by allowing the Debtors to continue to operate.

37. The DIP Facility, along with the coupled consent to use Cash Collateral, provides the Debtors with sufficient liquidity to continue their operations in the near term while they seek to substantially reduce their debt through a chapter 11 plan. The financial terms of the DIP Facility are consistent with market terms for such financing under the current economic environment and the Debtors' recent and projected financial performance. While the Debtors received and considered proposals from four other potential lenders, in the Debtors' business judgment the proposal from Hankey was the best offer based on its superior economics, favorable terms, Hankey's strong background in the high-end residential real estate market and familiarity with the Core Assets, and Hankey's willingness to consider providing exit financing. In fact, there were no other financing proposals available to the Debtors with superior economic terms. Further, the non-economic terms of the DIP Facility and suitability of Hankey as a DIP Lender make the DIP Facility superior to any other facility with comparable terms—particularly because the DIP Lender has indicated it is willing to consider providing exit financing. After thorough analysis by the Debtors and their advisors, they have concluded that the terms of the DIP Facility are reasonable and appropriate under the circumstances.

38. Likewise, the DIP Facility does not directly or indirectly deprive the Debtors' estates or other parties in interest of possible rights and powers by restricting the services for

which professionals may be paid in the Chapter 11 Cases. Instead, the DIP Facility subjects the security interests and administrative expense claims granted to the DIP Lender to the Carve-Out for certain administrative and professional fees. Carve-outs for professional fees have been found to be reasonable and necessary to ensure that a debtor's estate is adequately assisted by counsel and other professionals.³⁶

39. For these reasons, in the Debtors' prudent business judgment, the terms of the DIP Facility are fair and reasonable in the circumstances of the Chapter 11 Cases.

D. The Noteholders' Liens Are Avoidable, and the Noteholders Should Be Granted Conditional Adequate Protection Contingent on the Validity of Their Liens.

40. While the Noteholders were granted security interests in the Third-Party Collateral, the Noteholders have not perfected any security interests in the Third-Party Collateral. Specifically, no Noteholder has taken possession of any of the instruments which evidence the indebtedness in which such security interests were granted. Further, on information and belief and based on an investigation, no Noteholder has filed a UCC-1 financing statement with respect to any of the collateral securing the Notes in Delaware, the jurisdiction of the Funds. Similarly, none of the Lender Notes has been delivered to any of the Noteholders nor endorsed to and in favor of a Noteholder as required by Article 3 of the UCC to transfer and assign an "instrument". Further, under Delaware law, the Assignments are insufficient to perfect the Noteholders' interests in the Third-Party Collateral. Accordingly, the Noteholders' purported liens in the Third-Party Collateral are avoidable. The Debtors intend to commence adversary proceedings (the "Noteholder Avoidance Actions") seeking relief to avoid such liens.

³⁶ See *In re Ames*, 115 B.R. at 38.

41. Although the Debtors believe that they will prevail in the Noteholder Avoidance Actions, the Debtors recognize that in the event that any Noteholder's purported lien is found to be valid, unavoidable, and enforceable, such Noteholders would be entitled to adequate protection to the extent that their interest in the Third-Party Collateral is encumbered or subject to use as cash collateral. Further, the Noteholder Avoidance Actions will take a significant amount of time to litigate in the ordinary course—particularly because hundreds of such actions may have to be commenced.

42. Accordingly, the Debtors submit that the most appropriate way to ensure the protection of the Noteholders' potential interests in the Third-Party Collateral is to reserve potential interest payments and grant the Noteholders conditional adequate protection in the form of replacement liens and claims to the extent of any diminution in the value of their interest in the Third-Party Collateral because of the priming effect of DIP Liens created on any such collateral, if and to the extent such primed liens are found to be valid, unavoidable, and enforceable. Specifically, the Debtors propose to provide replacement liens on the Owlwood Estate property located in Los Angeles, California (the "Adequate Protection Property"), which, based on the valuation analysis further described in Section II-B-(i) of the First Day Declaration, has a total equity value exceeding any potential diminution in the value of the Noteholders' interests, if any, in the properties. The conditional replacement liens on the Adequate Protection Property will ensure that the Noteholders' security interests in their collateral, if any are valid and perfected, are adequately protected against any diminution in value. Further, to the extent that the Noteholders' liens are avoided through the Noteholder Avoidance Actions, such Noteholders may seek to assert unsecured claims under section 502(h) of the Bankruptcy Code against the estate.

II. The Debtors Should Be Authorized to Use Cash Collateral.

43. Section 363 of the Bankruptcy Code governs the Debtors' use of property of the estates. Section 363(c)(1) of the Bankruptcy Code provides that:

If the business of the debtor is authorized to be operated under Section . . . 1108 . . . of this title and unless the court orders otherwise, the trustee may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.³⁷

Section 363(c)(2) of the Bankruptcy Code, however, provides an exception with respect to "cash collateral" to the general grant of authority to use property of the estate in the ordinary course set forth in section 363 of the Bankruptcy Code. Specifically, a trustee or debtor-in-possession may not use, sell, or lease "cash collateral" under subsection (c)(1) unless:

- (A) each entity that has an interest in such collateral consents;
or
- (B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section.³⁸

44. During the ordinary course of operations, the Debtors generate cash from sale of residential real properties by the PropCos, which results in the repayment of the mortgages on such properties. As of the Petition Date, the Debtors's cash flow projections anticipate that the Debtors will use a combination of cash on hand, proceeds of the DIP Facility, and proceeds of future property sales to fund their operations and administer the Chapter 11 Cases while they pursue prompt confirmation of a chapter 11 plan.

³⁷ 11 U.S.C. § 363(c)(1).

³⁸ 11 U.S.C. § 363(c)(2).

45. The Funds have consented to the use of their cash collateral. The only parties with an arguable interest in the Cash Collateral who have not consented to its use are the Noteholders; however, they do not have even an arguable interest in most of the Debtors' cash. As of the petition date, the debtors held \$12 million in cash in their general proceeds account held by Woodbridge Group of Companies, LLC. These funds are commingled and result from a combination of sources including operations, third party investments, and sales of real property assets. To the extent the sale of real property assets resulted in the repayment of notes that were collateral for obligations to the Noteholders, based on a review of the company's books and records, it appears such Noteholders released their interests, were repaid, or consented to Woodbridge retaining these funds. Further, any such funds have been so commingled with other funds that they could not constitute identifiable cash proceeds of the noteholders' collateral.

46. Notwithstanding the foregoing, pending further resolution of the Noteholders' interests in the proceeds of repaid notes resulting from the sale of real property, the Debtors will segregate proceeds of repayment of such notes in order to adequately protect the Noteholders' interests, if any.³⁹ While the Debtors dispute the enforceability of the Noteholders' purported liens on the Third-Party Collateral, and will seek to avoid such liens through the Noteholder Avoidance Actions, the Debtors are nonetheless adequately protecting the Noteholders to the extent that their purported liens are found to be valid, unavoidable, and enforceable. In addition, other than any parties filing written objections or appearing the first day hearing, all of the Noteholders have notice of this Motion and should be deemed to consent to the use of their collateral as provided herein. Furthermore, only through the use of the cash collateral as

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For the avoidance of doubt, the Debtors are not seeking authority to use any proceeds of any assets held by the Third-Party Funding PropCos in which the Third-Party Funders have a security interest.

described in this Motion can the value of the Debtors' assets be preserved to provide maximum recovery for all creditors, including the Noteholders.

47. As the DIP Facility is contingent upon the Debtors obtaining approval to use Cash Collateral, it is imperative that the Debtors obtain authority to use Cash Collateral subject to the terms of this Motion. Accordingly, to obtain the financing under the DIP Facility and to avoid immediate and irreparable harm to the Debtors' business operations and their estates, the Debtors have an immediate need for authority to use Cash Collateral.

48. The Debtors submit that, under the circumstances here, their request to use Cash Collateral should be approved. The only parties with an arguable material interest in the Cash Collateral—the Noteholders—will be provided with adequate protection as described above.

III. The DIP Lender Should Be Granted Protection from Competing Interests or Claims Regarding the DIP Collateral from Third Parties and Governmental Entities

49. The proposed DIP Order includes a provision protecting the DIP Liens against any not-yet-asserted competing liens or claims of third parties, including any that may be asserted by government entities.. Specifically, Section 5.3 of the Interim DIP Order provides:

Liens Senior to Certain Other Liens. Without prejudice to seeking a Lien pursuant to section 364(d) in connection with a final order on the Motion, the Liens shall not be subject or subordinate to (i) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (ii) any liens arising after the Petition Date including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any liability of the Debtors. For the avoidance of doubt, the Liens and the Superpriority Claims, in each case, in respect of all Obligations, shall be neither subject nor subordinate to disgorgement or to any other rights, claims or remedies asserted or assertable by the Securities and Exchange Commission or any other governmental unit, person or entity.

Interim DIP Order § 5.3.

50. In the bankruptcy case of Adelphia Communications Corp. (“Adelphia”), a substantially similar provision was included in the order authorizing the debtors to obtain \$1.5 billion of debtor-in-possession financing. Adelphia filed for chapter 11 protection on June 25, 2002, approximately three months after disclosing that it was jointly and severally liable for over \$2 billion of borrowings attributed to certain of its managed entities under certain credit facilities, which amounts had not been reflected as indebtedness on its consolidated financial statements. The disclosures led to further disclosures of improprieties on behalf of the Rigas family and related entities, which held controlling interests in Adelphia. As a result, the SEC and Department of Justice initiated investigations and proceedings against both Adelphia and members of the Rigas family. The SEC initiated an enforcement proceeding in July 2002. The debtors’ motion seeking authorization to obtain debtor-in-possession financing was approved on a final basis on August 23, 2002. That order included the following provision:

(d) Liens Senior to Certain Other Liens. The DIP Liens, the Intercompany Liens (as defined below) and, subject to further order of the Court, the Adequate Protection Liens (as defined below) shall not be subject or subordinate to (i) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (ii) any liens arising after the Petition Date (other than Relation Back Liens or any valid, perfected and unavoidable liens that are expressly permitted under the DIP Credit Agreement to exist and be senior to the liens securing the Financing (the “DIP Permitted Liens”)) including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any liability of the Debtors. For the avoidance of doubt, the DIP Liens and the Superpriority Claims, in each case, in respect of all DIP Obligations, shall not be subject nor subordinate to disgorgement or to any other rights, claims or remedies asserted or assertable by the Securities and Exchange Commission or any other governmental unit, person or entity.

In re Adelphia Commcn’s Corp., 02-41729 (SHL) (Bankr. S.D.N.Y. Aug. 23, 2002), Dkt. No.

525.

51. As further described in paragraphs 16 to 17, *supra*, while the Debtors have been the subject of two discovery-related disputes in which the SEC has described its ongoing investigations of certain potential securities law violations, no enforcement actions have been commenced or otherwise asserted by the SEC against the Debtors or any Woodbridge Group entities. The Debtors intend to actively cooperate with these investigations and believe that the concerns will be adequately addressed by the Debtors' pre-petition internal restructuring in connection with its reorganization efforts, through which Woodbridge management in charge of the enterprise before the commencement of these cases was removed from control and replaced with independent management and a chief restructuring officer. Further, the Debtors believe that their plan to reorganize under chapter 11 of the Bankruptcy Code will maximize recoveries for all of their stakeholders, including the Noteholders and the Unitholders.

52. Like the debtors in Adelphia, the Debtors have removed pre-petition management from control and have vested management authority in independent managers not connected to any potential pre-petition misconduct. Specifically, as further described in the First Day Declaration, Robert Shapiro, in his capacity as trustee of RS Protection Trust, the former sole member of many of the Woodbridge Group entities, caused these entities to execute a consent removing RS Protection Trust from its control position and vesting authority in an independent manager, Beilinson Advisory Group, LLC, which has retained Lawrence Perkins as its chief restructuring officer. Having commenced these Chapter 11 Cases, the Debtors are committed to cooperating to ensure these issues are fully resolved, and to pursuing a reorganization that is in the best interests of, and maximizes recoveries for, all of the Debtors' stakeholders.

53. In short, nothing relating to these allegations should affect the priority or extent of the DIP Lender's claims or the DIP Liens. Accordingly, the Court should approve the proposed language in the DIP order confirming the superiority of the DIP Liens to any liens arising after the Petition Date or to any other rights, claims, or remedies asserted or assertable by third parties or any other governmental unit, person, or entity.

IV. Interim Approval Should Be Granted.

54. Bankruptcy Rules 4001(b) and (c) provide that a final hearing on a motion to obtain credit pursuant to section 364 of the Bankruptcy Code may not be commenced earlier than fourteen (14) days after the service of such motion.⁴⁰ Upon request, however, the Court is empowered to conduct a preliminary expedited hearing on the motion and authorize the obtaining of credit to the extent necessary to avoid immediate and irreparable harm to the borrowers' estates.⁴¹

55. The Debtors request that the Court hold and conduct an interim hearing immediately to consider entry of the proposed Interim Order authorizing the Debtors from and after the entry of the Interim Order until the Final Hearing to borrow up to \$25 million under the DIP Facility as provided therein (the full \$100 million of the DIP Facility to be funded into the Funding Account upon entry of the Interim Order, but the incremental \$75 million amount only available to the Debtor upon entry of a final order approving the DIP Facility). As set forth herein, this relief requested in the Interim Order will provide the Debtors with sufficient liquidity to operate their businesses in a manner that will permit them to preserve and maximize value, and allow them pursue a necessary deleveraging of their balance sheet, including through the prompt confirmation of a chapter 11 plan. Under these circumstances and in light of the risk of

⁴⁰ See FED. R. BANKR. P. 4001(b)(2), (c)(2).

⁴¹ See *id.*; see also Local Rule 4001-2(b).

immediate and irreparable harm and prejudice to their estates and all parties in interest, the Debtors submit that interim relief is warranted.

FINAL HEARING

56. In the case of any conflict between the Motion and the Interim Order, the Interim Order shall control.

57. The Debtors further respectfully request that the Court schedule the Final Hearing and authorize it to serve a copy of the signed Interim Order, which fixes the time and date for the filing of objections, by first-class mail upon: (i) the Office of the United States Trustee for the District of Delaware; (ii) the United States Securities and Exchange Commission; (iii) the Office of the United States Attorney General for the District of Delaware; (iv) the Internal Revenue Service; (v) the DIP Lender and counsel thereto; (vi) the Debtors' cash management banks; and (vii) those creditors holding the thirty (30) largest unsecured claims against the Debtors' estates (on a consolidated basis) (collectively, the "Notice Parties"). The Debtors request that the Court consider such notice of the Final Hearing to be sufficient notice under Bankruptcy Rule 4001 and Local Rule 2002-1.

NOTICE

58. The Debtors have provided notice of this Motion to the Notice Parties. Notice of this Motion and any order entered on this Motion will be served as required by Local Rule 9013-1(m). In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

[Remainder of page intentionally left blank]

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court (i) enter the Interim Order granting the relief requested herein, (ii) schedule a Final Hearing, (iii) enter the Final DIP Order following a Final Hearing, and (iv) grant such other relief as is just and proper.

Dated: Wilmington, Delaware
December 4, 2017

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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*Proposed Counsel for the Debtors
and Debtors in Possession*

EXHIBIT 1

INTERIM ORDER

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In Re:

WOODBIDGE GROUP OF COMPANIES,
LLC, et al.,

Debtors and Debtors in Possession.

Cases No. 17-12560 (KJC)

Chapter 11

**INTERIM ORDER ON EMERGENCY MOTION FOR: ENTRY OF INTERIM ORDER
(I) PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363, 364, 507, AND 552 AUTHORIZING
DEBTORS TO (A) OBTAIN POSTPETITION SECURED FINANCING, (B) USE CASH
COLLATERAL, (C) GRANT ADEQUATE PROTECTION TO PREPETITION
SECURED PARTIES; (II) MODIFYING THE AUTOMATIC STAY; (III) SCHEDULING
A FINAL HEARING PURSUANT TO BANKRUPTCY RULES 4001(b) AND 4001(c);
AND (IV) GRANTING RELATED RELIEF**

On December 5, 2017, a hearing (the “Interim Hearing”) was held before this Court, the Honorable Kevin J. Carey presiding, regarding the Emergency Motion for: Entry of Interim and Final Orders (1) Approving Post-Petition Financing and Related Liens and Adequate Protection; (2) Approving Cash Collateral Use and Related Liens and Adequate Protection, and (3) Granting Related Relief (the “Motion”)¹ filed by Woodbridge Group of Companies, LLC and its affiliates, as debtors and debtors in possession (collectively, “Debtors”)² on behalf of their respective bankruptcy estates (the “Estates”) in their respective bankruptcy cases (the “Cases”).³

¹ Defined terms herein are used with the same meaning as defined in the Motion unless otherwise noted.

² Due to the large number of Debtors in the cases, the identity of Debtors in these chapter 11 Cases, along with the last four digits of each Debtors’ federal tax identification number, is set forth on the website of Debtors’ proposed claims and noticing agent at [website address].

³ Concurrently with the filing of the Motion Debtors filed their motion seeking joint administration of the Cases.

Upon the record made by Debtors before and at the Interim Hearing, including the Motion and the declarations, pleadings, and papers filed with the Court relating to the Cases, and good and sufficient cause appearing therefor,

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACTS AND CONCLUSIONS OF LAW:

A. Procedural Findings.

1. Petition. On December 4, 2017 (the “Petition Date”), Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”)⁴ commencing the Cases. Debtors continue to operate their businesses and manage their assets as “debtors in possession” pursuant to sections 1107(a) and 1108.

2. Jurisdiction, Venue. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b) and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. Committee. No official committees of unsecured creditors (upon the appointment thereof, the “Committee”), as provided for under section 1102, has been appointed in the Cases as of the date of the Interim Hearing.

4. Notice. The notice of the Motion and the Interim Hearing has been provided by Debtors to certain parties-in-interest, including: (a) the Office of the United States Trustee for the District of Delaware; (b) the United States Securities and Exchange Commission; (c) the Office of the United States Attorney General for the District of Delaware; (d) the Internal Revenue Service; (e) counsel to Hankey Capital, LLC as agent and lender (“Lender”); (f) Debtors’ cash management banks; (g) those creditors holding the thirty (30) largest unsecured claims against Debtors’ estates (on a consolidated basis); and (h) all parties who have requested notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 (collectively, the “Notice”).

⁴ Statutory references herein are to the Bankruptcy Code unless otherwise noted.

Parties”). Under the exigent circumstances, such notice constitutes sufficient and appropriate notice thereof.

B. Findings Supporting the Postpetition Financing.

1. Postpetition Financing. Debtors have requested from Lender loans, advances, and other financial accommodations on and after the Petition Date (the “Postpetition Financing”) upon the findings of fact and conclusions of law made herein and upon the terms and conditions of the Loan and Security Agreement dated as of December __, 2017, between Lender and certain specified Debtors (the “Obligors”) on behalf of their Estates, substantially in the form attached hereto as Exhibit A (the “Loan Agreement,” and collectively with this Order and other documents related to and in furtherance of the Loan Agreement and the Postpetition Financing, the “Loan Documents”);

2. Need for Postpetition Financing. Debtors have an immediate need to obtain the funds to be provided by the Postpetition Financing pursuant to the Loan Documents in order to, among other tasks, permit the orderly continuation of the operation of Debtors’ businesses, minimize the disruption of its business operations, and manage and preserve the assets of the Estates, the absence of which would immediately and irreparably harm Debtors, the Estates, and their stakeholders;

3. No Credit Available on Other Terms. Debtors believe they are unable to obtain financing on more favorable terms to the Estates from sources other than as contemplated under the Postpetition Financing pursuant to, and for the purposes set forth in, this Order and the Loan Documents and believe they are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. Debtors also believe they are unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2), 364(c)(3) and 364(d) of the Bankruptcy Code without Debtors granting the Liens (as defined in paragraph 3.1.1 below) and the Superpriority Claims (as defined in paragraph 3.2 below), in each case, on the terms and conditions set forth in this Order and the Loan Documents.

4. Business Judgment and Good Faith Pursuant to Section 364(e). The terms of the Postpetition Financing pursuant to the Loan Documents are fair, just, and reasonable under the circumstances, are ordinary and appropriate for secured financing to a debtor in possession on behalf of its bankruptcy estate, are supported by reasonably equivalent value and consideration, reflect Debtors' exercise of their prudent business judgment consistent with their fiduciary duties, and have been negotiated in good faith and at arms' length by and between Lender and Debtors. Therefore, the Postpetition Financing and credit extended under the terms of the Loan Documents are extended in good faith by Lender as that term is used in section 364(e).

5. Lender Adequate Protection. The proceeds of the Collateral (defined herein) (the "Cash Collateral") constitutes "cash collateral" of Lender within the meaning of section 363(a). Lender is entitled to adequate protection of its interests in the Collateral pursuant to section 361 in connection with or as a consequence of Debtors' use of the Cash Collateral, the Postpetition Financing, and the imposition of the automatic stay. The adequate protection in favor of Lender as set forth in this Order (the "Adequate Protection") and the use of the Cash Collateral as authorized by this Order are fair and reasonable; provided, however, nothing herein is an acknowledgment or recognition that the Adequate Protection is in fact sufficient, or limits Lender's rights to seek additional or different adequate protection or to contest whether the Adequate Protection constitutes sufficient "adequate protection" within the meaning of section 361.

6. Consent to Priming. As of the Petition Date, liens of record exist on the Collateral in favor of certain Woodridge affiliates who are also Debtors in the Cases identified on Exhibit B (the "Funds"). All of the Funds have consented to the priming of their interests in the Collateral by the DIP Facility. While the DIP Facility will prime liens held by the Funds, the Funds have recognized that the provision of the facility in and of itself provides adequate protection to the Funds because only through priming can the Funds gain access to the substantial liquidity necessary to preserve and enhance the value of the properties that serve as

collateral for the Funds' primary assets. Debtors need not, therefore, satisfy the more stringent standard for obtaining authority to grant a priming lien with respect to the liens held by the Funds.

7. Priming Lien Adequate Protection. Woodbridge has raised funds for its operations by certain of the Woodbridge affiliates borrowing funds in connection with promissory notes from individual investors set forth on Exhibit C hereto (the "Noteholders"). Debtors are making available "conditional" adequate protection pursuant to sections 361 and 364(d) of the Bankruptcy Code to the Noteholders, who will receive "conditional" liens and claims on one of Debtors' non-Collateral properties described on Exhibit D (the "Adequate Protection Property") hereto to the extent of any diminution of any valid, unavoidable interests such Noteholders may have in the Collateral as of the Petition Date. Debtors are also reserving funds sufficient to pay interest on any obligations owing to such Noteholders to the extent the same are found to have valid, enforceable and unavoidable liens on Collateral as of the Petition Date entitled to payment of interest.

C. Good Cause. The Postpetition Financing and relief and rights granted or acknowledged pursuant to this Order are necessary, essential, and appropriate and are in the best interest of and will benefit Debtors, their creditors, and the Estates as its implementation will, among other effects, provide Debtors on behalf of the Estates with the necessary liquidity to minimize disruption to Debtors' businesses and on-going operations, preserve and maximize the value of the Estates for the benefit of all creditors thereof, and avoid immediate irreparable harm to Debtors, their creditors, businesses, employees, and the Estates.

D. Immediate Entry. Based upon the evidence presented in the declarations filed in the Cases and on the record, sufficient cause exists for immediate entry of this Order pursuant to Bankruptcy Rules 4001(c)(2).

NOW, THEREFORE, upon the record made by Debtors before and at the Interim Hearing, including the Motion and the pleadings and papers filed with the Court, having made

the findings of fact and conclusions of law as set forth herein, and after due consideration and good and sufficient cause appearing therefore;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

Section 1. Authorization of Postpetition Financing.Motion Granted. The Motion is granted on an interim basis pursuant to sections 364, 363, and 362, and Bankruptcy Rule 4001(c)(2), on the terms and conditions of this Order.Authorization to Borrow. Obligors are authorized and empowered to borrow under the Postpetition Financing and jointly and severally incur obligations to Lender on or after the Petition Date (the “Obligations”) pursuant to, and subject to the additional limitations of, the terms and conditions of the Loan Documents and this Order, in the maximum amount of \$25,000,000 for the period commencing on the Petition Date through the date of a further order on the Motion (the “Interim Period”).

1.3 Loan Documents.

1.3.1 Authorization. Debtors are authorized and empowered to enter into, execute, deliver, perform, and comply with all of the terms, conditions, and covenants of the Loan Documents and make all the representations therein.

1.3.2 Approval. The Loan Documents, and the terms, conditions, covenants, and provisions therein, are approved and constitute sufficient and conclusive evidence of the Postpetition Financing, the Obligations (including the Postpetition Charges (defined herein)), the Liens, and the other rights, interests, claims, and remedies afforded to or for the benefit of Lender pursuant to the Loan Documents.

1.3.3 Amendments. Lender and Obligors may amend, modify, supplement, or waive any term, condition, covenant, or provision of any Loan Document (a “Loan Document Modification”), which Loan Document Modification is deemed to be approved by this Order, as follows: (a) with respect to a Loan Document Modification that is considered non-material or technical in nature by Debtors and Lender in their business judgment (“Non-Material Loan Document Modification”), by further agreement of Lender and Debtors without advance notice, motion, or further order; provided however, that Debtors shall file a notice of the

Non-Material Loan Document Modification promptly after execution thereof, and (b) with respect to a Loan Document Modification that is not a Non-Material Loan Document Modification, or other modifications to and under the DIP Documents for which no objection is made as set forth in the proviso to this paragraph; provided, however, that a copy of any such amendment, waiver, consent, or other modification shall be filed by Debtors with this Court and served by Debtors on the U.S. Trustee and the respective counsel to the Committee, if and when appointed, each of whom shall have five (5) business days from the date of such notice within which to object in writing to any such amendment, waiver, consent or modification. If any party timely objects to any proposed amendment, waiver, consent or modification, whether styled as material or as a Non-Material Loan Document Modification, then such amendment, waiver, consent or modification shall only be permitted pursuant to an order of this Court.

1.4 Obligations. The Loan Documents constitute and evidence the Obligations, which obligations are binding and enforceable against (a) Obligors, and their successors and assigns, trustees, and representatives, (b) the Estates, and any successors or representatives thereof (including without limitation a bankruptcy trustee), (c) their creditors, and each of their successors and assigns, (d) guarantors, and (e) the Committee (if any), (d) the Funds, and (e) the Noteholders.

1.5 Application of Proceeds. Lender may apply all proceeds of the Collateral, including Cash Collateral, and all other payments and consideration delivered or received by Lender in accordance with the Loan Documents to be applied by Lender to pay and satisfy Obligations.

1.6 Payments. Obligors are authorized and required to make all payments and transfers of interests in property to Lender as provided, permitted, or required under the Loan Documents (including without limitation the transfer and deposit of funds, payments, and proceeds of the Collateral (as defined in the Loan Agreement) into a lock box or other deposit account if requested by Lender) or as otherwise required pursuant to the Loan Documents. Lender is entitled to advance, make payment, and deduct for any fees, costs, expenses, and other

charges as may be recoverable or reimbursable to Lender, or as otherwise provided in the Loan Documents (the “Postpetition Charges”), including without limitation the immediate payment and reimbursement to Lender of all present and future attorneys’ fees, professionals’ fees, and other fees, costs, and expenses paid or incurred by Lender, all of which constitute part of the principal amount of the Obligations.

1.7 Use of Postpetition Financing and Collateral.

1.7.1 No Use for Adverse Lender Challenges. Neither loans, advances, or other proceeds of the Postpetition Financing nor the Collateral, including Cash Collateral, can be used by Debtors or any party for any purpose relating to or in furtherance of an Adverse Lender Challenge (as defined in the Loan Agreement), including without limitation the payment of fees and costs incurred by professionals retained by Debtors or the Committee (if any).

Section 2. Authorization and Conditions to Use Cash Collateral.

2.1 Authorization to Use Cash Collateral. Debtors are authorized to use Cash Collateral during the Interim Period to satisfy the Obligations as required or provided under the Loan Documents and this Order.

2.2 Procedure for Use of Cash Collateral. All Cash Collateral is to be deposited by Debtors in a segregated debtor in possession account (the “Cash Collateral Account”), from which such Cash Collateral is to be transferred to Lender pursuant to the Loan Documents. The Cash Collateral Account is encumbered by and subject to the Liens in favor of Lender.

2.3 Reserve. In addition, although Debtors assert that the Noteholders do not have a direct interest in the Collateral or claims against Obligors, or that to the extent that the Noteholders have such an interest, such interest of the Noteholders is avoidable, pending notice to the Noteholders and further order of this Court, Debtors shall reserve in a segregated account the proceeds of payment of the Noteholders’ notes and cash constituting adequate protection payments to the Noteholders otherwise provided pursuant to section 3.1.2.4 of this Order.

Section 3. Liens; Superpriority Expense Status; Adequate Protection.

3.1 Liens.

3.1.1 Liens. Subject only to the Carve Out (defined below), Lender is granted a lien on and security interest in all Collateral (as defined in the Loan Agreement), including Collateral that is property of the Estates (the “Collateral”): (a) pursuant to Section 364(d)(1) of the Bankruptcy Code, a perfected first priority priming security interest and lien on the Collateral that primes and is senior to any and all liens, interests, claims, and rights in favor of the Funds (the “Funds Liens”) and the Noteholders (the “Noteholders Liens”), whether such Funds Liens and Noteholder Liens arise or exist on or after the Petition Date and however arising or existing, which Fund Liens and Noteholders Liens are junior in priority and subordinate in all respects to the Liens (defined herein); (b) pursuant to Section 364(c)(2) of the Bankruptcy Code, a perfected first and senior priority security interest and lien on the Collateral to the extent such Collateral is not subject to valid, perfected, and non-avoidable liens existing as of the Petition Date; (c) subject to clauses (a) and (b) above, pursuant to Section 364(c)(3) of the Bankruptcy Code, a perfected priority security interest and lien on the Collateral junior only to valid, perfected, and unavoidable liens in favor of third parties that were in existence immediately prior to the Petition Date (other than the Fund Liens and the Noteholders Liens, which are being primed by this Order and are junior in priority and subordinate in all respects to the Liens) (the “Prepetition Third Party Liens”), subject only as to priority to such Prepetition Third Party Liens (the security interests and liens in favor of Lender described in (a) through (c) above, the “Financing Liens”); and (d) as replacement liens pursuant to sections 361 and 363 to provide adequate protection of Lender’s interest in the Collateral to the extent of any diminution in value of the Collateral as a consequence of the use of Cash Collateral, the Postpetition Financing, the imposition of the automatic stay, and any other consequence of the Cases (the “Replacement Liens,” and collectively with the Financing Liens, the “Liens”); provided, however, the Postpetition Collateral does not include any claim or cause of action arising under sections 502(d), 542, 544, 547, 548, 550, or 551, and any recoveries thereof (collectively, “Avoidance

Claims”), but does include claims and causes of action arising under section 549 and any recoveries thereof and the proceeds realized by the Estates from the assumption and assignment, or rejection, of any executory contract or unexpired lease under section 365.

3.1.2 Adequate Protection of Noteholders. Conditional on any Other Secured Party establishing that it holds a valid, unavoidable, perfected lien in a Debtor’s property, each such Other Secured Party is hereby granted, pursuant to sections 361, 363(c)(2), 364(d)(1)(b), and 363(e) of the Bankruptcy Code, adequate protection of their respective interests, if any, in the Collateral in an amount equal to the aggregate diminution in value thereof occurring on or after the Petition Date, including without limitation, any such diminution resulting from the use by Debtors of the Cash Collateral and any Lien on Collateral and the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (such diminution in value, the “Adequate Protection Obligations”) as provided in sections 3.1.2.1, 3.1.2.2, 3.1.2.3, and 3.1.2.4 below (the “Noteholders Adequate Protection”); provided, that the Noteholders Adequate Protection, in each case, is expressly and permanently subject to, subordinate, and junior in priority in all respects to the Liens, the Carve Out, and all other rights, interests, remedies, benefits, consents, claims, and obligations of Lender, and that the Noteholders shall take no action and shall have no rights of enforcement and are prohibited from exercising any right or remedy against any Collateral other than the right to receive proceeds of Collateral only after the payment in full of the Obligations, and shall immediately deliver to Lender any payment, distribution, security, or proceeds received by such Other Secured Party on account of any Collateral (including without limitation any payment, property, security, or distributions on account of Collateral in the Cases, whether pursuant to a chapter 11 Plan of Reorganization or otherwise) until the Obligations owed to Lender are paid in full, and shall hold such payment, distribution, security, or proceeds in trust for Lender until delivered to Lender:

3.1.2.1 Adequate Protection Liens on Collateral: continuing valid, binding, enforceable, and perfected, liens and security interests in and on all of the Collateral to the extent of the Adequate Protection Obligations (the “Collateral Adequate Protection Liens”).

3.1.2.2 Additional Adequate Protection Replacement Liens: valid, binding, enforceable and perfected replacement liens and security on the Adequate Protection Property to the extent of the Adequate Protection Obligations (the “Replacement Adequate Protection Liens” and together with the Collateral Adequate Protection Liens, the “Adequate Protection Liens”). The Adequate Protection Liens shall be conditional on the Noteholders having a valid, enforceable and unavoidable lien on the Collateral. Further, to the extent that the Noteholders’ liens are avoided, the Noteholders are hereby authorized to seek to assert unsecured claims under section 502(h) of the Bankruptcy Code against the Estate that includes the property that was encumbered by such avoided lien.

3.1.2.3 507(b) Claims: an allowed super-priority administrative expense claim subject to proof against each Debtor and its respective Estate pursuant to and as provided under Section 507(b) (the “507(b) Claims”). The 507(b) Claims shall be conditional on the Noteholders having a valid, enforceable and unavoidable lien on the Collateral.

3.1.2.4 Adequate Protection Payments: subject to the conditions set forth in section 3.1.2, Debtors shall promptly pay into a reserve fund all interest accruing on the obligations owing to the Noteholders, which shall be released to the Noteholders as their interests may appear when and to the extent that the Noteholders are found to have a valid, enforceable and unavoidable liens on the Collateral, but only to the extent of the diminution in value of their interest in the Collateral.

3.1.3 Lien Priority. Subject to the Carve-Out and, on an interim basis, the Prepetition Third Party Liens, the Liens are and will continue to be first and senior in priority to all other liens, claims, and interests of every kind and nature, whether existing or arising before or after the Petition Date, or whether created consensually, by an order of any court including this Court, or otherwise, including without limitation (a) the Noteholders Liens, irrespective of the time of recording or filing of an instrument or document evidencing or perfecting the Noteholders Liens and irrespective of the priorities as would otherwise be determined by reference to the Uniform Commercial Code or other applicable laws, and (b) liens

or interests granted or acknowledged in favor of any other person or entity in conjunction with section 363, 364, or any other section of the Bankruptcy Code. This Order establishes, and serves as sufficient evidence of, the priority of the Liens as senior in priority to the Noteholders Liens and Noteholders Adequate Protection, and the subordination and junior priority of the Noteholders Liens and Noteholders Adequate Protection to the Liens, and Superpriority Claims, and insurers of title insurance may rely on this Order with respect to such subordination.

3.1.4 Lien Perfection. This Order is sufficient and conclusive evidence of the validity, perfection, and priority of the Liens, effective as of the date and time of entry of this Order, without any further act that may be otherwise required, acknowledged, or permitted under federal, state, or local ordinances, requirements, or law requiring notice, filing, registration, recording, or possession of assets or other act to evidence, notice, validate, or perfect a security interest or lien (each, a "Perfection Act"). Notwithstanding the foregoing, Lender is authorized, but not required, to perform a Perfection Act, and Debtors are authorized and directed to perform such act to the extent requested by Lender, including without limitation deeds of trust, mortgages, fixture filings, and UCC financing statements, and in such event, the subject filing or recording office or agency is authorized and directed to accept, file, or record any document in regard to such act in accordance with applicable law, in which event all such documents shall be deemed to have been filed or recorded at the time and on the date of entry of this Order.

3.2 Superpriority Claim. In addition to and without limiting the Liens, the Obligations constitute an allowed superpriority administrative expense priority claim in favor of Lender with senior priority in payment afforded by section 364(c)(1), which has priority in right of payment senior to all other obligations, liabilities, indebtedness, and claims of any kind and nature, now in existence or hereafter incurred by Debtors, including without limitation any and all administrative expenses of the kinds specified or ordered pursuant to sections 105, 326, 327, 328, 330, 331, 364, 365, 503(b), 506(c) (subject to entry of a final order), 507(a), 507(b), 546(c), 726, 1103, 1104, 1113, 1114, and other sections of the Bankruptcy Code, including those

resulting from the conversion of the Cases pursuant to section 1112, and at all times are senior to the rights of Debtors, the Estates, any bankruptcy trustee, the claims and obligations in favor of the Noteholders, any creditor or other party in interest in the Cases or any subsequent proceedings under the Bankruptcy Code (the “Superpriority Financing Claim”). Subject to entry of a final order, the Superpriority Claims include all rights in and are not reduced by Avoidance Claims. In addition, Lender retains its right to a claim under section 507(b) (collectively with the Superpriority Financing Claim, the “Superpriority Claims”).

3.3 Carve-Out. The Liens, the Superpriority Claims, and the Other Secured Party Adequate Protection shall be subject only to ((a) through (d), the “Carve Out”): (a) any unpaid fees due to the United States Trustee pursuant to section 1930 of title 28 of the United States Code or otherwise and any fees due to the Clerk of the Court of the United States Bankruptcy Court for the District of Delaware; (b) all reasonable fees and expenses incurred by a trustee under section 726(b) in an amount not exceeding \$100,000; (c) the reasonable expenses of members of any statutory committee (excluding fees and expenses of professional persons employed by such committee members individually); (d) to the extent allowed at any time, all unpaid fees and expenses allowed by the Bankruptcy Court of professionals or professional firms retained pursuant to section 327 or 1103 (the “Professional Persons”) through the date of the acceleration of the maturity of the Postpetition Financing; provided that the reimbursement of out-of-pocket expenses allowed by the Bankruptcy Court and incurred by the members of any committee and the Professional Persons shall not exceed the sum of: (x) prior to the delivery of a Carve-Out Trigger Notice (defined below) the accrued amount of such professional fees and Committee expenses, in each case, incurred prior to the delivery of such Carve-Out Trigger Notice (defined below), plus (y) \$2,000,000 for all such fees and expenses (the “Post Carve-Out Notice Trigger Cap”) incurred from and after the delivery of a written notice provided by the Lender to Debtors following the occurrence and during the continuance acceleration of the Obligations under the Loan Documents (the “Carve-Out Trigger Notice”). The Carve-Out shall exclude any fees and expenses incurred in connection with an Adverse Lender Challenge.

Section 4. Default; Rights and Remedies; Relief from Stay.

4.1 Events of Default. The occurrence of any of the following events constitutes an “Event of Default” under this Order:

(a) A breach, default, or failure to perform with respect to any term, condition, covenant, or obligation under any Loan Document (including without limitation this Order);

(b) An “Event of Default” as defined in the Loan Agreement ; or

(c) The termination, expiration, restriction, or curtailment of any Debtor’s or Estate’s authority or ability to borrow the Postpetition Financing or Lender’s commitment to provide the Postpetition Financing, whether automatically or upon exercise or notice by Lender in accordance with the Loan Documents (a “Termination Event”).

4.2 Rights and Remedies upon Event of Default. Notwithstanding the occurrence of an Event of Default, Obligors and the Estates of the Obligors remain liable for all Obligations and obligated to perform and abide by all terms, conditions, covenants, and obligations of the Loan Documents and remain bound by all restrictions and prohibitions provided, acknowledged, or authorized under the Loan Documents, and subject to any applicable cure periods, Lender may elect any and all consequences of such Event of Default and is entitled to take any act or exercise any right or remedy provided in any Loan Document subject to the this Order. Notwithstanding the foregoing, Lender has no obligation to make loans, advances, or provide other financial accommodations or otherwise perform its obligations under the Loan Documents or on behalf of Debtors or the Estates immediately upon or after the occurrence of an Event of Default or an act, event, or condition that with the giving of notice or the passage of time, or both, would constitute an Event of Default, pursuant to the terms of the Loan Documents.

4.3 Relief from Automatic Stay. The automatic stay pursuant to section 362 is terminated, modified, lifted, and vacated without further notice, motion, or order, and without the

14-day stay provided under Bankruptcy Rule 4001(a)(3) (which is waived by this Order), as follows:

4.3.1 Non-Default. Effective immediately (a) to implement the Postpetition Financing pursuant to the Loan Documents, (b) to take or permit any Perfection Act, and (c) to assess, charge, advance, deduct, and receive payments with respect to the Obligations, and apply such payments to the Obligations pursuant to the Loan Documents, and

4.3.2 Post-Default. Upon either the maturity of the Postpetition Financing or the occurrence of an Event of Default and subject to any applicable cure periods, after obtaining relief from this Court from the automatic stay upon hearing and five (5) business days' prior notice to respective counsel to the Debtors, Committee, if and when appointed, and the U.S. Trustee, the Lender shall be entitled and empowered:

4.3.2.1 Immediately to take actions and exercise rights as provided in any Loan Document, including without limitation terminating Debtors' use of Cash Collateral otherwise authorized by this Order, directing Debtors and any account debtors or other parties that may have possession of Cash Collateral to deliver such Cash Collateral directly to Lender, withholding its consent to Debtors' use of Cash Collateral, declaring all Obligations immediately due and payable, ceasing to provide further advances, loans, and financial accommodations to or on behalf of Debtors or the Estates, setting off any Obligations with all or any portion of the Collateral or proceeds thereof, and terminating Lender's commitment to provide any further advances, loans, and financial accommodations to for the benefit of Debtors, but not including Collateral Enforcement Rights (defined herein); and

4.3.2.2 Upon Debtor's failure to cure an Event of Default within five (5) business day period after the delivery of a notice of an Event of Default to Debtors , counsel for Debtors, the Committee (if any), and the U.S. Trustee referred to in paragraph 4.3.2, and upon the maturity of the Postpetition Financing, to take actions and exercise rights and remedies with respect to the Collateral, including foreclosing upon or conducting a sale of any Collateral ("Collateral Enforcement Rights"). Notwithstanding the foregoing, Debtors may seek

an order of the Court on an emergency basis extending the automatic stay to stay such exercise by Lender for “cause.” Upon Lender's request, the Court shall enter a further Order with respect to the termination of the automatic stay and the grant of relief from the automatic stay consistent with the terms of this Order, although the entry of such further order does not limit the effectiveness of such relief as provided and granted in this Order.

4.4 Right to Credit Bid. Lender has the right to use any or all of the Obligations owed to Lender to credit bid with respect to any sale of all or any portion of the Collateral pursuant to section 363(k).

4.5 No Duty to Marshall. Upon the entry of a Final Order, neither Lender nor the Collateral is subject to the doctrine of marshaling with respect to the Collateral.

Section 5. Representations; Covenants; and Waivers.

5.1 Debtors' Waivers. Debtors irrevocably waive any rights (a) to seek authority prior to satisfaction of the Obligations in full, to obtain postpetition loans or other financial accommodations pursuant to section 364(c) or (d) other than from Lender unless such authority results in the Obligations being indefeasibly paid in full, in cash, (b) to challenge the application of any payments authorized by this Order pursuant to section 506(b), and (c) to propose or support a plan of reorganization that does not provide for the indefeasible payment of all Obligations owed to Lender in full, in cash, upon the effective date of such plan of reorganization or is otherwise inconsistent with the Loan Documents unless Lender consents.

5.2 Section 506(c) Waiver. Upon entry of a Final Order, no costs or expenses of administration incurred in the Cases – incurred during the Interim Period – may be charged against Lender or the Collateral pursuant to sections 105, 326, 327, 330, 331, 503(b), 506(c), 507(a), or the “equity exception” in section 552(b), section 726, or any other provision of the Bankruptcy Code, or any similar principle of law without the prior written consent of Lender, and no such consent shall be implied from any other action, inaction or acquiescence by Lender.

5.3 Liens Senior to Certain Other Liens. Without prejudice to seeking a Lien pursuant to section 364(d) in connection with a final order on the Motion, the Liens shall not be

subject or subordinate to (i) any lien or security interest that is avoided and preserved for the benefit of Debtors and their estates under section 551 of the Bankruptcy Code or (ii) any liens arising after the Petition Date including, without limitation, mechanics' liens, materialmen's liens, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any liability of Debtors. For the avoidance of doubt, the Liens and the Superpriority Claims, in each case, in respect of all Obligations, shall be neither subject nor subordinate to disgorgement or to any other rights, claims or remedies asserted or assertable by the Securities and Exchange Commission or any other governmental unit, person or entity.

Section 6. Other Rights and Obligations.

6.1 No Modification or Stay of this Order. Notwithstanding any other order of the Court or act by any party, the acts taken by Lender in accordance with this Order, the Obligations, and all rights, interests, remedies, benefits, consents, claims, and obligations, including without limitation the Obligations, the Liens, and the Superiority Claims, shall not be modified, amended, reduced, or restricted without the express consent of Lender, shall be governed in all respects by the original provisions of this Order, and shall remain valid, effective, authorized, and in full force and effect pursuant to section 364(e). If any or all of the provisions of this Order are reversed, modified, vacated, or stayed for any reason, such reversal, modification, vacation, or stay does not affect (a) the validity and existence of any Obligations owing to Lender, including obligations arising from loans, advances, or other financial accommodations provided by Lender incurred prior to the actual receipt by Lender, as applicable, of written notice of the effective date of such reversal, modification, vacation, or stay, or (b) the validity or enforceability of any Lien or Superpriority Claim. For purposes of section 364(e), "appeal" shall include any proceeding for reconsideration, amending, vacating, rehearing, or re-evaluation of this Order by this Court or any other tribunal.

6.2 Power to Waive Rights; Duties to Third Parties. Lender has the right to waive any interest, claim, right, remedy, or privilege in favor of Lender provided for or

acknowledged in any Loan Document including without limitation this Order (collectively, “Lender Rights”), and has no obligation or duty to any other party with respect to or by reason of Lender’s exercise or enforcement, or delay or failure to exercise or enforce, Lender Right.

6.3 Reservation of Rights. This Order is in addition to and without prejudice to the rights of Lender to pursue any and all rights and remedies under the Bankruptcy Code, the Loan Documents, any other contract, at law, or in equity.

6.4 “Responsible Person.” By accepting any budget submitted by Debtors or by taking any actions pursuant to or authorized by the Loan Documents, Lender is not deemed to be (a) in control of the operations or liquidation of Debtors, or (b) a “responsible person” with respect to the operation, management or liquidation of Debtors.

6.5 Binding Effect. This Order is and continues to be binding upon Debtors, all parties in interest in the Cases (including without limitation landlords, lessors, and other parties asserting an interest of real property where Collateral may be located), and each of their respective successors and assigns, including any trustee, notwithstanding any further order, including dismissal of any of the Cases or conversion of any of the Cases to a case under another chapter of the Bankruptcy Code.

6.6 Survival of Order. The provisions of this Order and any actions taken pursuant thereto (a) survive the entry of any order: (i) confirming any plan of reorganization in the Cases, (ii) converting any of the Cases to a case under chapter 7 of the Bankruptcy Code, or (iii) dismissing any of the Cases; and (b) shall continue in full force and effect notwithstanding the entry of any such order, and the claims, liens, and security interests granted pursuant to this Order maintain its priority as provided by this Order until all of the Obligations are indefeasibly paid in full and discharged in accordance with the terms of the Loan Documents. The Obligations shall not be discharged by the entry of any order confirming any plan of reorganization in the Cases unless such Obligations are satisfied in full, in cash, pursuant to such plan of reorganization, and Debtors waives, and is deemed to have waived any such discharge pursuant to section 1141(d)(4).

6.7 Final Hearing and Response Dates. A final hearing on the Motion pursuant to Bankruptcy Rule 4001(c)(2) (the “Final Hearing”) shall be held on December __, 2017, at __:00 a.m. before this Court. The proposed Final Order will (i) be filed before the Final Hearing, (ii) contain, among other forms of relief, (a) a waiver of the right of any party pursuant to section 506(c) of the Bankruptcy Code or otherwise to surcharge any costs or expenses of administration of the Chapter 11 Cases against or recovered from or against the Lender, without the prior written consent of each of the Lender, as applicable; (b) a waiver of the application of the equitable doctrine of “marshalling” or any other similar doctrine as against any of the DIP Secured Parties or the Prepetition Secured Parties with respect to any of the DIP Collateral or the Prepetition Collateral, as applicable; (c) provisions regarding the right of the Lender to credit bid Obligations with respect to any sale of all or any portion of the Collateral pursuant to section 363(k); and (d) upon the entry of a Final Order, provisions that provide that the Liens granted hereunder as adequate protection and to secure the Obligations owing to the Lender shall attach to and be perfected with respect to, and the super-priority claims owing in respect of adequate protection and to the Lender in respect of the Obligations shall be payable from, the proceeds of Avoidance Claims.

Within three (3) business days of entry of this Order, Debtors shall serve, by United States mail, first-class postage prepaid, (such service constituting adequate notice of the Final Hearing), by United States mail, first-class postage prepaid, (such service constituting adequate notice of the Final Hearing) notice of the entry of this Order (the “Final Hearing Notice”) upon the Noteholders, the Notice Parties and counsel for any committee, if the same shall have been appointed. The Final Hearing Notice shall state that any party in interest objecting to the entry of the proposed Final Order shall file a written objection with the Clerk of the Bankruptcy Court no later than January [__], 2018, which objection shall be served so that it is actually received on or before 4:00 p.m. (prevailing Eastern time) on such date by: (a) counsel for Debtors, Gibson, Dunn & Crutcher LLP, 333 South Grand Avenue, Los Angeles, CA 90071-3197; Attn: Samuel Newman; Gibson, Dunn & Crutcher, LLP, 200 Park Avenue, New York,

New York 10166; Attn: J. Eric Wise; Young Conway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn: Sean Beach and Edmon Morton; (c) counsel for the Lender, Buchalter, 1000 Wilshire Boulevard, Suite 1500, Los Angeles, CA 90017-1730; Attn: William Brody; Richards Layton & Finger, LLP, One Rodney Square, 920 North King Street, Wilmington, DE 19801, Attn: John Knight; (d) counsel for any committee; and (f) the Office of the United States Trustee for the District of Delaware and shall be filed with the Clerk of the United States Bankruptcy Court for the District of Delaware.

Dated: December ____, 2017
Wilmington, DE

Kevin J. Carey
United States Bankruptcy Judge

Exhibit A

Loan Agreement

[To Be Provided]

Exhibit B

Funds

1. Woodbridge Mortgage Investment Fund 1, LLC
2. Woodbridge Mortgage Investment Fund 2, LLC
3. Woodbridge Mortgage Investment Fund 3, LLC
4. Woodbridge Mortgage Investment Fund 3A, LLC
5. Woodbridge Mortgage Investment Fund 4, LLC
6. Woodbridge Commercial Bridge Loan Fund 1, LLC
7. Woodbridge Commercial Bridge Loan Fund 2, LLC

Exhibit C

Noteholders

EXHIBIT C

Other Secured Parties

3802 HOLLYLINE AVE, SHERMAN OAKS, CA - FIRST	ERNEST AND ESTELLA LANGLAIS	49,750.00
	JOHN FLETCHER	62,250.00
1312 BEVERLY GROVE PL, BEVERLY HILLS, CA - FIRST	WILLIAM ARNOLD FAM TRUST	100,000.00
	LEGACY 1 LLC	160,000.00
	MORGAN FAMILY TRUST HAROLD MORGAN	50,000.00
	FLORENCE MARANUK	50,000.00
	STEVEN BLANCHARD	50,000.00
	THE WAIT FAMILY REVOCABLE LIVING TRUST 3/9/99	25,000.00
	BETTY J COLSON IRREVOCABLE TRUST	60,000.00
	THE MARSHALL FAMILY TRUST 5/26/14	25,000.00
	CYNTHIA CHOQUETTE	40,000.00
	PAMELA HALL	25,000.00
	BEN & ELVIRA BALMENTI IRREVOCABLE TRUST	200,000.00
	THOMAS VASIL & FRANCES RAMIREZ	35,000.00
	PROV-MARIA PINEDA IRA	97,500.00
	THOMAS AND PATRICIA CYGAN	70,000.00
	RON DISMUKE	35,000.00
	MAINSTAR-DIRK SWART	144,061.75
	KAREN KENNA	60,000.00
	OLLIN & MARY UNDERWOOD	60,000.00
	JEFFERY FITCH	60,000.00
	LAVINIA BARNES	220,000.00
	TRINA BRUNS	35,000.00
	JOHN & DENECE BELANGER	100,000.00
	MARLA VERMILLION	30,000.00
1312 BEVERLY GROVE PL, BEVERLY HILLS, CA - SECOND	MARLENE BATES	25,000.00
	HIA SOLO 401K TRUST FBO CHAD HARRIS	31,225.00
	LINDA WENDEL	100,000.00
	IRA SVC-ANDREW ANTONIO	450,000.00
	MAINSTAR-JOEL KING	175,000.00
3843 HAYVENHURST AVE, ENCINO, CA - FIRST	SANFORD & LAURA STERN REVOCABLE TRUST	300,000.00
	BRUCE & MAUREEN MILLER	115,000.00
	PROV-SUZANNE ROETHLE ROTH IRA	23,000.00
	MAINSTAR-NEAL LAXTON IRA	21,350.50
	GAYLE & CHRISTOPHER MATHE	25,000.00
	KEN & KENDRA HOOD	50,000.00
	THE BRUCE & KATHLEEN FORD TRUST	25,000.00
	DARLENE KRAMER	100,000.00
	RUSSELL TAYLOR	50,000.00
3843 HAYVENHURST AVE, ENCINO, CA - SECOND	PROV-ARNOLD BERMAN IRA	100,000.00
	JUDITH BYRUM	150,000.00
	LORETTA MITCHELL	77,000.00
	SHIRLEY CONTI	40,000.00
	PROV-KATHY MILLER IRA	31,700.00
8692 FRANKLIN AVE, LOS ANGELES, CA - FIRST	LAURA & DANIEL FLORES	25,000.00
	PROV-CAROLYN GRIFFIS IRA	38,100.00
	ARTHUR AND IRMA STERNBERG	25,000.00
	WANDA GAUTHIER	50,000.00
	STANLEY REED	50,000.00
	THE WILFRED AND BERNICE SKVARCH TRUST	100,000.00
	PROV-MARK CAMPBELL IRA	46,450.00
	WALTER AND MERIDITH BOSTIC	50,000.00
	PROV-MILTON BENDER ROTH IRA	36,250.00
	PROV-GEORGE BICKLEY IRA	100,000.00

	WALES & JOAN BEATY	100,000.00
8692 FRANKLIN AVE, LOS ANGELES, CA - SECOND	DONALD CORNELIUS	100,000.00
4030 MADEIRA AVE, SHERMAN OAKS, CA - FIRST	CAMC LLC	50,000.00
	HEALTH CORE TRUST 10/30/03	25,000.00
	GRACE LAMONTAGNE	100,000.00
	MAINSTAR-WILLIAM SPIRKA	400,000.00
	DONALD AND DONNA WEISE	50,000.00
	HENRI & BARBARA JEANRENAUD	29,000.00
1258 LAGO VISTA DR TWO, BEVERLY HILLS, CA - FIRST	BRUNK FAMILY TRUST	20,000.00
	WILLIAM KAGGERUD	70,000.00
	HUNG-CHANG HUANG	25,000.00
	J HAWKEYE RONDEAU	25,000.00
	LOLITA PATE	15,000.00
	WILLIAM & DEBORAH MICHAELS	25,000.00
	PHILIP & CYNTHIA DAVIS	50,000.00
	MAINSTAR-JEFFREY MCCLURG	90,000.00
	JODI HASKINS	200,000.00
	PROV-GEORGE UCCELLI IRA	30,000.00
	DONALD & KATHLEEN WEAVER	100,000.00
	ALUKAL & JOLLY ANTONY	50,000.00
	CAROL LASHINE	70,000.00
	LINUS & SANDRA CLUNE	28,000.00
	ROBERT & JACQUELINE REYNOLDS REV LIVING TR 6/5/03	30,000.00
	MAX & SHELIA HUMBERT	200,000.00
	DAVID & JUDY ROGERS	25,000.00
	THE EWELL & BETTY BOURGEOIS REVOCABLE TRUST	100,000.00
	SHARON GREMILLION	50,000.00
	RYAH VAALER	50,000.00
	ROBERT & DOROTHY MCELROY	25,000.00
	RICHARD H MINETTI REVOCABLE TRUST 6/2/97	141,000.00
	IRA SVC-LORI COLE	33,500.00
	PROV-JULIE GOODWIN IRA	116,382.43
	PROV-ELIZABETH SCHOENLEIN IRA	68,000.00
	JACK & BARBARA LAMPHIER	100,000.00
	ROXANNE LAWRENCE REVOCABLE TRUST 06/16/08	50,000.00
	WILLIAM F BLEVINS	200,000.00
	HELEN & CHARLES CADDICK	100,000.00
	DENNIS SWENSON	25,000.00
	ARTHUR W ROBERTS JR EXEMPT TR UTD 11/05/97	130,000.00
	DALE ZENK	51,000.00
	ROSEWOOD CAPITAL INVESTMENTS INC	250,000.00
	CLAYTON CAPITAL INVESTMENTS CORP	250,000.00
	DAVE & VICKIE CANDEL	50,000.00
	FLOYD BIRD	25,000.00
	MARIA KRAWIEC	55,000.00
	PROV-JULIO HERDOCIA IRA	104,400.00
	CATHERINE DERENZIS	25,000.00
	PAULA FREED	55,000.00
	MAINSTAR-SANDRA HARRIS	25,000.00
	MAINSTAR-SHARYL HARUGUCHI	100,000.00
	FLORENCE MARANUK	75,000.00
	BETTY L & NICK A PUTHOFF	25,000.00
	IRA SVC-KATHLEEN HOWDEN	48,600.00
	ANTHONY MANGIA	100,000.00
	CHARLES & MARIE MILLER	25,000.00
	MARY FORINGTON	100,000.00
	KELLY LANGE	50,000.00
	DAVID & CAROL WADE	50,000.00
	OMG HOLDING LLC	50,000.00
	HENRI & BARBARA JEANRENAUD	65,000.00

1258 LAGO VISTA DR (TWO), BEVERLY HILLS, CA - SECOND	RANDALL & KELLY HUFFMAN	100,000.00
	NEUMANN REVOCABLE TRUST	100,000.00
	IRA SVCS-HELEN CASTRO	59,000.00
	BRUCE DEWALD	40,000.00
	DAVID & JANEEN KAISER	50,000.00
	TED ITZOE	25,000.00
	IRA SVCS-CONNIE WHARTON-BURNS	100,000.00
	PROV-BETTY PUTHOFF IRA	40,000.00
	AARON VANHOVEN	50,000.00
	EMILY & MARTIN SAMUELS	50,000.00
	SHARON KIRK REVOCABLE LIVING TRUST	25,000.00
	PROV-DOUGLAS CHUN IRA	102,000.00
	MAINSTAR-RONNIE HUNG IRA	175,000.00
	PROV-CHARLES CONNORS IRA	236,000.00
	GEORGE SANDERS	80,000.00
	DEAN STRATSMA	50,000.00
	JEFFREY GIFT	25,000.00
	GERALD FEDDERS	25,000.00
	IRA SVC-DENISE EMMONS	86,000.00
	BOYAN CHI	25,000.00
	PROV-DONNA SCHMITT IRA	103,000.00
	THE PORTER FAMILY TRUST	25,000.00
	STEPHEN GARDNER	25,000.00
1241 LOMA VISTA DR, BEVERLY HILLS, CA - FIRST	ADA SUE MCMAHAN	25,000.00
	REGINA ZAHLMANN	50,000.00
	GORDON HUBCHIK	50,000.00
	WILLIAM & MARIAN ERWIN	50,000.00
	WILLIAM & MARIAN ERWIN	50,000.00
	LINUS AND SANDRA CLUNE	27,000.00
	PROV-JEANINE VAN HOLLEBEKE IRA	88,500.00
	DLMC INC	25,000.00
	DAVID & LANA SABOT	150,000.00
	PROV-ANNE HAUPT ROTH IRA	44,830.00
	MAINSTAR-OWEN ALLEN	125,000.00
	THE JAMES A MCDONALD RLT 2/7/05 A&R 8/1/10	150,000.00
	JOHN R DZUBAY SUPPLEMENTAL NEEDS TRUST	100,000.00
	MARY BELL	54,403.52
	ROBERT MICHEL IRREVOCABLE TRUST	100,000.00
	ARTHUR W ROBERTS JR EXEMPT TR UTD 11/5/97	120,000.00
	PROV-SUSAN CARTER IRA	99,270.00
	JOHN & SANDRA BOWER	50,000.00
	JUNE HELMAN, ARTHUR ADLER & BARBARA LEDERER	75,000.00
	SCHLICHTING TRUST 04/03/17	25,000.00
	SUNWEST-RICHARD FRITTS IRA	110,000.00
	MAINSTAR-FREDERICK LEBLANC	30,000.00
	CHRIST CHURCH WESTSHORE	30,000.00
	ELIZABETH SCHULTZ	100,000.00
	KENT & MARY TADLOCK	50,000.00
	MICHAEL WEINER MD PA PROFIT SHARING PLAN	100,000.00
	JOYCE SCARPA	25,000.00
	PEGGY FRANCIS	50,000.00
	VIKI SHAFFER	50,000.00
	MARIANNE LYNCH	25,000.00
	RUTH KUNTZ	25,000.00
	DRURY IRREVOCABLE TRUST 06/25/09	50,000.00
	MARIA HOLLAND	40,000.00
	UNA DECOCK	25,000.00
	ARNOLD & HELEN BERMAN	25,000.00
	MAINSTAR-LAURA SIMPSON	95,900.00
	PROV-DONNA ROBERTS IRA	142,000.00
	ROGER SCHOUMACHER	50,000.00

	DEREK ROSTANT	50,000.00
	BRADLEY PETERSEN	50,000.00
	CHRISTIAN BITZ	100,000.00
	HORIZON-MARK KERSTING IRA	54,900.00
	LANNY & JUDI STROHMAN	50,000.00
	LARITA MERRICK	330,000.00
1241 LOMA VISTA DR, BEVERLY HILLS, CA - SECOND	MARILYN & JONAS LINDE	60,000.00
	PROV-RICK ROUND IRA	240,000.00
	MARLYS KNELL	50,000.00
	PROV-MARY BORGES-PRATER IRA	109,000.00
	HERBERT & JOELLEN BEADLE CO-TTEES U/A 3/29/11	100,000.00
	JAMES HAMM	50,000.00
	PROV-WILLIAM REPASKY IRA	25,000.00
	HARESH CHATNANI	35,000.00
	GROVER & WILMA KELLY LIVING TRUST	50,000.00
7870/7900/7956 GRANITO DR, LOS ANGELES, CA - FIRST	JACK & PATRICIA REITZEL	25,000.00
	BRYAN & DANETTE PYLES	100,000.00
	HENRI OR BARBARA JEANRENAUD	111,551.00
	DAVID & SANTA ANDERSON	25,000.00
	JENNIFER MCCrackEN	75,000.00
	WILLIAM TUERKE IV	50,000.00
	KENT MARTIN	50,000.00
	PROV-MAURICE TRITT IRA	22,350.00
	IRA SVCS-SUZANNE NEAL IRA	123,000.00
	THE MIRIAM SERMAN 2010 TRUST	100,000.00
	SHELLY MELBY	100,000.00
	CHRISTINE LLOYD	150,000.00
	MAINSTAR-JOAN MESSIMER ROTH IRA	61,280.00
	STEPHANIE MIHALCZO	40,000.00
	JOHN & JEAN ALME	50,000.00
	FLOYD JONES	250,000.00
	PROV-DOUGLAS PARKINS IRA	50,000.00
	JEFFREY GERRITSON	75,000.00
	MICHAEL WEINER MD PA PROFIT SHARING PLAN	150,000.00
	ALBERT & MARIAN ELLIOTT LIVING TRUST 05/29/03	100,000.00
	LARITA KAY MERRICK	175,000.00
	PROV-DORIEENNE BAIDA IRA	33,750.00
	PROV-ROYAL WEST IRA	159,000.00
	RICHARD & MARY ANN STEPHENS	25,000.00
	PROV-NELLIE RUELOS IRA	25,000.00
	IRA SVC-KENNETH HOWDEN	60,200.00
	DOLORES HEINZ ESTATE	200,000.00
	EDWARD MEYER	36,000.00
	HORIZON-LOWELL KOENCK IRA	51,000.00
	JAN & NANCY BURBA	50,000.00
	CRAIG HORNER DDS PC PROFIT SHARING PLAN	50,000.00
	FRANK CEPULKOWSKI	75,000.00
7870/7900/7956 GRANITO DR, LOS ANGELES, CA - SECOND	SANDRA PILKINGTON	25,000.00
	WILLIAM REPASKY	25,000.00
	EDWARD ANTONIO	380,000.00
	PROV-RICHARD GAWLIK IRA	50,000.00
	KURT & ELFRIEDE RITTER	25,000.00
	PROV-SUSAN FERBER IRA	30,443.00
	MARJORIE EVERS	109,000.00
	MAINSTAR-JACKIE PARKER	200,000.00
	RAY PIIRA	100,000.00
	GRAHAM MARTIN	350,000.00
	BROAD INSIGTS LLC CASH BALANCE PLAN	230,000.00
	JOYCE BURCKHOLTER	50,000.00
	MONICA NICHOLS T/O/D	160,000.00

	MARK HILDERLEY	75,000.00
	LELAND SHINABERY	33,171.00
	MAHESH BALIKE	25,000.00
	HARRY BREYER REVOCABLE LIVING TRUST	100,000.00
	KEVIN KINZER	33,500.00
	KENNETH HANCOCK IRREVOCABLE TRUST UAD 01/24/95	80,000.00
	KAY KELLER	30,000.00
	KEITH G LLC	100,000.00
	JHARNA DE	30,000.00
2600 HUTTON DRIVE, BEVERLY HILLS, CA - FIRST	SUSAN HUNT	50,000.00
	GARROULD FAMILY TRUST	57,324.02
	MAINSTAR-DOULGAS CLANCY JR	50,000.00
	ALFRED & AIDA HART R&A REV LIVING TRUST 6/18/13	100,000.00
	JBH FARM LLC	25,000.00
	THE MIRIAM SERMAN 2010 TRUST	50,000.00
	MAINSTAR-ROSALINA LAMCHEK	88,252.48
	PATRICIA MOELLER	50,000.00
	SUSAN HUNT	40,000.00
	JAMES MARS & ADRIENNE DRITZ-MARS	60,000.00
	MAINSTAR-ANN NEAL ROTH IRA	100,000.00
	MAINSTAR-THOMAS STREVELER	98,549.69
	PATRICK & SUSAN HASLAM	25,000.00
	WILLETT SMITH	40,000.00
	EDWIN & RUTHE RUSSELL	50,000.00
	GOLDEN BERRETT	100,000.00
	DONNA HOSKING	70,000.00
	ALBERT & FRED A LYNCH	100,000.00
	NORMA CHEATHAM	25,000.00
	PROV-LORI MOTTA IRA	86,500.00
	PROV-CHRIS FOX IRA	50,000.00
	PROV-RICHARD SNITZER IRA	56,284.27
	KEMP BENNETT	50,000.00
	JACQUELYN WOLFER	150,000.00
	C RON & ELIZABETH WOLTERS	80,000.00
	YING MCCA W	25,000.00
	DOREL & ELIZABETH LOZNEANU	46,000.00
	MARILYN TOBIN	74,000.00
	DENNIS & PATRICIA MEYER	50,000.00
	RUSSELL FRAME	25,000.00
	BETTY BEERS IRREVOCABLE TRUST	75,000.00
	LEON SOUTH	25,000.00
	CRAIG & JANELLE GOELLNER	25,000.00
	HARRINGTON TAYLOR	25,000.00
	MAINSTAR-RACHEL BARNETT ROTH IRA	25,000.00
	RONALD & MARSHA CHU	25,000.00
	KATHY & WAYNE APPEL	50,000.00
	TONY & WENDY GOETTER	25,000.00
	MAINSTAR-TENITA COLLINS	58,000.00
	MAINSTAR-DAVID ENGELBERT	75,000.00
	JAMES MARTUZZO	25,000.00
	LINDA & JIM AUSTIN	25,000.00
	DOLORES POWERS	30,000.00
	PROV-DONNALOU ALEXANDER IRA	52,750.00
2600 HUTTON DRIVE, BEVERLY HILLS, CA - SECOND	PHILLIP II & SHARON ROLLINS	30,000.00
	DANIEL & CASSANDRA RHOADES	80,000.00
	PROV-DAN HOVEN IRA	32,990.00
	SUSAN MOSHER	29,300.00
	TRUST OF JANNEKE & HARRY REVILL REV LIV TRUST	50,000.00
	BUFORD & GAIL MANER	100,000.00
	PROV-PERRY ARCHULETA IRA	105,500.00
	GARY & PATRICIA POST	500,000.00

	IRA SVCS-CHRISTINA WILLIAMS	22,800.00
	IRA SVCS-DENISE RICHTER	25,000.00
	PROV-MARGUERITE CURRIE IRA	100,000.00
	JOHN & SHIRLEY SMITH	50,000.00
	ANNA-LISA FRELIN WILSON	50,000.00
	JARA GROUP II LLC	25,000.00
	RITA FISCHER TRUST	25,000.00
	KATHLEEN BINGAMAN	28,000.00
	DALE ZENK	100,000.00
	ROBERT WEINBERG	50,000.00
	MAINSTAR-JANICE ZIMMER	68,000.00
	IRA SVC-LLOYD BROWN	69,000.00
	JAMES LOCHTEFELD	127,000.00
15655 WOODVALE DR, ENCINO, CA - FIRST	RICHARD & LINDA PATON	30,000.00
	VENTURE HILL ENTERTAINMENT LLC	25,000.00
	DOUGLAS SR & DONNA EVANS	75,000.00
	JOHN MICHOLLE	35,000.00
	SUNWEST-BRIAN FREDERICK	185,000.00
	JEFFREY CARRISH	25,000.00
	ARLENE WALKER	100,000.00
	DONALD BARSNESS	50,000.00
	PROV-DELLA LINK IRA	100,000.00
	CAROL CURTIS	200,000.00
	MARGARET & JOHN JR SPRUCEBANK	40,000.00
	JEANNE NILSEN	125,000.00
	LORIN & GABRIELLA CROSBY	85,000.00
15655 WOODVALE DR, ENCINO, CA - SECOND	JARA GROUP II LLC	50,000.00
	ANGELINA ROJO	75,000.00
	CHAD FALLER	25,000.00
	VIVIENNE SHEAR	30,000.00
	ROBERT NEDBALEK	40,000.00
	BARBARA MOORE	119,000.00
	ROBERT & ANN GONCZ	52,000.00
	HOWARD RUBIN	100,000.00
	ELISSA & JOSEPH BERLINGER	25,000.00
	BARBARA & KEVIN MEEHAN	60,000.00
	LORI & LLOYD FELDMAN	30,000.00
	DONALD HAZELTON AND CONNIE FREED	25,000.00
1962 STRADELLA RD TWO REF1, LOS ANGELES, CA - FIRST	CATHERINE MARX	25,000.00
	JOSEPH ESPOSITO	25,000.00
	JULIE BERTSCH	25,000.00
	PROV-ABEBECH DERESSE IRA	38,120.00
	DOLORES SCARDINE	25,000.00
	PROV-BEVERLY MARSHALL IRA	30,350.00
	EDWIN SIMONS	25,000.00
	ROBERT & GEORGIA TORSON	50,000.00
	MARGARET SIRACUSA IRREV TRUST	65,000.00
	HARVEY & GERALDINE BAER	100,000.00
	SUSAN MONACO	25,000.00
	TED TIFT	100,000.00
	LYNNE FRIEND	50,000.00
	FIC LLC	25,000.00
	HARVEY & BARBARA SOFEN REV TRUST 3/8/06	50,000.00
	PROV-PERCY FORBING IRA	79,004.00
	PROV-RON FRASURE IRA	25,000.00
	HORIZON-KEVIN DOWNEY IRA	53,824.24
	MAINSTAR-BETTY GUNNOE	102,742.10
	MAINSTAR-NANCY FALCON	100,000.00
	JONI WILLIAMS	25,000.00
	PROV-THOMAS CURLER IRA	50,000.00

	PROV-GEORGE GARROULD IRA	38,500.00
	GARY L MCKINZIE REVOCABLE TRUST 7/24/02	150,000.00
	JAMES YEE	25,000.00
	IRA SVC-LINDA HARVEY	60,000.00
	PROV-ANTONETTE RENSHAW IRA	50,000.00
	IRENE WISOR	30,000.00
	SHARRON RAIDER	75,000.00
	RAMIRO VILLALVAZO	40,000.00
	MICHAEL & MARY KAY HEIMBUCK	100,000.00
	CLARK SCHABO	25,000.00
	PAMELA GARTNER	40,000.00
	DALE MCINTIRE TRUST 01/20/11	100,000.00
	STEPHANIE & KATHLEEN WASHKO	44,000.00
	KATHLEEN & BRIAN WASHKO	69,000.00
	PROV-JOHN ERICKSON IRA	49,750.00
	E PETE ADAMS	50,000.00
	CHARLES COOPRIDER	50,000.00
	MAINSTAR-BRIAN ZEEK	120,700.00
	KIMBERLY WENDEL	100,000.00
	DANIEL & MARLEEN EVERS	80,000.00
	PROV-KAREN GUIDRY IRA	25,343.00
	JUNE HOFFMAN	40,000.00
9230 ROBIN DR, LOS ANGELES, CA - FIRST	PAUL CYR	50,000.00
	JEFFREY GERRITSON	25,000.00
	THE JACQUELINE M CARLSON 2006 TRUST	25,000.00
	CULLEY O'MELIA TRUST	33,538.06
	ALFRED ORTENZO REVOCABLE TRUST	100,000.00
	RUTH FRANZER	25,000.00
	SUSAN MONACO	25,000.00
	KEITH HIGH	25,000.00
	PHILIP AND CYNTHIA DAVIS	50,000.00
	BETTY GRAVENS TRUST 4/15/96	25,000.00
	ROBERT GRAVENS TRUST 4/15/96	25,000.00
	MAINSTAR-MICHAEL KANE	93,250.00
	CLYDE & JANINE COFFMAN	30,000.00
	PROV-JOE MALONEY IRA	63,219.00
	BERTHOLD & ANITA SCHWARZ	25,000.00
	DAVID SLATER	30,000.00
	DEBORAH KUNKEL	25,000.00
	IRA SVC-ERNESTINE KORD	24,000.00
	ROSEMARY DORKO	25,000.00
	MAINSTAR-MARK FISHER	149,801.00
	PROV-DARRELL FINNEY IRA	269,184.15
	PROV-EDWIN YOUNG IRA	60,000.00
	IRA SVC-SANDIE SIMMONS	279,000.00
	PROV-KATHERINE MESSENGER IRA	317,700.00
	FELIPE & CRUZ GARCIA	200,000.00
	FRED & LUCIA POHLMAN	75,000.00
	JOHN T & JOAN F MURPHY LIVING TRUST	50,000.00
	ARTHUR AND REGINA FISCHER	25,000.00
	ROMAN AND MARLENE FULLENKAMP	100,000.00
	STEPHEN & MELINDA FULLENKAMP	25,000.00
	GEORGE AND ESTHER MILLER	30,000.00
	MELVIN AND JANET STEINBRUNNER	30,000.00
	LAVERN AND JOANNE STEINBRUNNER	30,000.00
	PAM ZEIER	50,000.00
	RAYMOND WADE PORTER REVOCABLE LIVING TRUST	100,000.00
	NORMAN HULL JR	50,000.00
	CHRISTY MCAFFEE	30,000.00
	CHRISTIAN & DINAH GOLDING	100,000.00
	HERCZOG FAMILY TRUST	300,000.00
	WALTER LINCOLN	25,000.00

	ROBERT LYONS	26,000.00
	PROV-TERRENCE GREGORY IRA	388,000.00
	PROV-MOLLIE ANDERSON IRA	100,150.00
	PAMELA & JOHN FISHER	25,000.00
	MAINSTAR-CEDRIC RANDOLPH	25,664.19
	NICOLE MARKS	25,000.00
	MAINSTAR-JONI SPOON	30,000.00
	LARRY & SANDRA TODD	100,000.00
	KENT BRITTON	80,000.00
	PROV-ROBERT MCKINNEY IRA	78,163.00
	RONALD & MARY LOU CLARK	150,000.00
	THE LEON PERLIN REVOCABLE TRUST AGREEMENT 12/12/06	50,000.00
	PROV-VICTOR STRAPKO IRA	50,260.00
	PROV-SUSAN BRANTLEY IRA	49,000.00
	PROV-KAREN J TAYLOR	70,000.00
	DONALD & DONNA WEISE	50,000.00
	JAY & MARJORIE PARKER	50,000.00
	DANIEL & SUSAN HASTINGS	50,000.00
	AVIJIT & JASSY MUKHERJEE	100,000.00
	CAMPBELL FAMILY TRUST 10/30/02	50,000.00
	RONALD & PATRICIA SANDHOFF	25,000.00
	REBECCA WOLLIN	100,000.00
	MAINSTAR-MARJORIE CENTORE IRA	52,000.00
	EDWARD KAPLAN RESTATED & AMENDED TRUST 11/19/15	50,000.00
	IRA SVCS-JOHANNA HIROTA IRA	25,000.00
	STEVEN GRAMLING	25,000.00
	NANCY HYDE	55,000.00
	DIANNE SPIROFF	100,000.00
	WEISE REVOCABLE TRUST 11/07/14	50,000.00
	DAVID & AURA DILETTERA	50,000.00
	PROV-JIMMY CLAYTON IRA	60,000.00
	JAKE MURILLO	25,000.00
	THE BRIELLE ANDERSON REVOCABLE TRUST	25,000.00
9230 ROBIN DR, LOS ANGELES, CA - SECOND	NATALYA CHAYKOVSKY	25,000.00
	RAY PIIRA	40,000.00
	PROV-DOUGLAS VANCE IRA	149,500.00
	MAINSTAR-GARRETT GINGRICH	90,000.00
	RONALD LOONEY	60,000.00
	PROV-ROBERT CASSIDY IRA	99,500.00
	GLENNA COVER	130,000.00
	JAY & ILENE SMALL	50,000.00
	DAVID KELLEY TRUST 07/16/13	50,000.00
	STEPHEN AMBROSE	100,000.00
	CARL & ANNA SITES	50,000.00
	PROV-JEFFERY SCHELINSKI IRA	55,000.00
	WILLIAM & BETTY GRIFFITH	100,000.00
	CARL ANDERSEN-JENSEN	50,000.00
	PROV-KEITH NGUYEN IRA	100,000.00
25210 JIM BRIDGER RD (ONE), HIDDEN HILLS, CA - FIRST	JOAN STEELE	25,000.00
	RANDY DEMEL	25,000.00
	DEBORAH & DOUGLAS VAN GEMERT	100,000.00
	WILLIAM & MARYLOUISE WIDMAIER	50,000.00
	THOMAS VALDES	25,000.00
	DONALDA ADAM	35,000.00
	PROV-JAN BAILEY IRA	42,332.00
	COOPER LIVING TRUST 7/27/2000	50,000.00
	MARIE T OSTERHOLT	25,000.00
	WANDA FRIZZA	50,000.00
	PROV-CHARLES NEWTON IRA	50,000.00
	MAINSTAR-JASON LEBLANC	31,446.82
	PROV-JOHN KEITH IRA	75,000.00

	MICHAEL & JILL BAUERLE	200,000.00
	BETTY FOSTER	150,000.00
	MARK AND JILL DZUBAY	25,000.00
	LINDA KING	25,000.00
	JAYANTI JAGANNATHAN	25,000.00
	RALPH OSTERBAUER REVOCABLE TRUST	85,000.00
	WILLIAM HOLDEN JR	40,000.00
	CRAIG & MARIANNE HORNER	50,000.00
	RAYMOND & LINDA ZINSMASER	100,000.00
	OSCAR LUENGO	50,000.00
	PROV-JOAN OPIELA IRA	223,300.00
	RONALD & MARY LOU CLARK	50,000.00
	MAINSTAR-NANNETTE WILLIS	98,521.00
	JOHN BOEDDEKER	37,000.00
	MARY DOWNING	20,000.00
25210 JIM BRIDGER RD (ONE), HIDDEN HILLS, CA - SECOND	SUNWEST TR-SHERRY HAMILTON IRA	50,000.00
	PHILLIP II & SHARON ROLLINS	50,000.00
	MYRA CHERRY	75,000.00
	IRA SVCS-HELEN CASTRO	60,000.00
	LONSWAY FAMILY TRUST	170,000.00
	HENRY F COHAN LIVING TRUST	100,000.00
	CURTIS REYNOLDS	50,000.00
	RALPH & ANN PERRY	100,000.00
	IRA SVCS-AUBREY STRICKLAND IRA	200,000.00
	MAINSTAR-FRANK DEAN	56,248.00
	MAINSTAR-JOHN PARSONS	100,000.00
	LT MUHLENKAMP ENTERPRISES INC	100,000.00
	ANNA ROSENBLATT	110,500.00
	PHILIP & KAY KENT	38,034.59
	HEIDI POLITI	100,000.00
	MICHAEL & PATRICIA ONESKO	25,000.00
	THE ARLENE SIMON REVOCABLE TRUST	100,000.00
	MAINSTAR-LINDA JOHNSON	150,000.00
	PROV-HEINZ WARICH	99,500.00
	DON SWANSON	50,000.00
	MARIAN & PETER DEL GIORNO	100,000.00
	PROV-VALERIE WOOD IRA	163,000.00
	THE QUN HONG DOMISSY YIN LIVING TRUST	30,000.00
	JUSTIN TOSI	30,000.00
	IRA SVC-ROY ZEIS SR	105,000.00
	IRA SVC-TRACI COUGLE	25,000.00
	IRA SVC-MERRY DOCHERTY	57,500.00
	MAINSTAR-WILLIAM GRAVES	83,231.39
	DR KENNETH BLEHM	135,000.00
	LELA AVERITTE	50,000.00
	IRA SVC-DUANE SIPES	77,000.00
	IRA SVC-D JEAN SHOWALTER	49,400.00
	JOSEPH & RUTH BEAL	25,000.00
	CARROLL SWINNEY	100,000.00
	SUSAN KAPLAN T/O/D	400,000.00
	CONSTANCE COLLINS	50,000.00
	GREG ANDERSON	29,200.00
	IRA SVC-DALE STRITE	73,000.00
	IRA SVC-KIMBERLY STRITE	49,700.00
	WILLIAM & LINDA CRAWFORD	100,000.00
	EDWARD DRESWICK & BETH STERRETT	100,000.00
	RIA BAY & OLAF BELLSTEDT	100,000.00
	DIANE RODRIGUEZ	50,000.00
	MARVIN & CAROL TUENTE	52,000.00
	HAROUT & LENA SOGHOMONIAN	100,000.00
25211 JIM BRIDGER RD (TWO), HIDDEN HILLS, CA - FIRST	RONALD AND CAROLYN KELLER	25,000.00

	DEWEY & SHARLENE STEELE	100,000.00
	DANIEL & DOROTHY MCARTHUR	50,000.00
	SARA SMITH	100,000.00
	HERMAN STEINMILLER	30,000.00
	BRUCE W ELEY REVOCABLE TRUST 4/14/16	100,000.00
	MARIE CRESPIAN	25,000.00
	OTTAVIANO LIVING TRUST	50,000.00
	GERARD MICHELSEN	25,000.00
	GORDON BURGHARDT	25,000.00
	JOEL ARNOLD	25,000.00
	MAINSTAR-IZA SHIMANOVICH	25,000.00
	FRANK LUPI	25,000.00
	HEMANT AND MAMTA NANAVATY	35,000.00
	CAROL A STALEY REVOCABLE TRUST 5/5/93	50,000.00
	VIRGINIA M MOLITERNO REVOCABLE LIVING TRUST	50,000.00
	MICHAEL AND MAY KAY HEIMBUCK	100,000.00
	JOHN AND ELLEN SCHVETZ	100,000.00
	BRUCE BENSON	50,000.00
	WALLACE & BARBARA JOHNSON	50,000.00
	PROV-DAVID MOBLEY IRA	100,000.00
	JEFFREY & MARY MORSCH LIVING TRUST DTD 8-26-2010	205,525.75
	MARIA R MURRAY SECOND IRREVOCABLE TRUST/C MURRAY TTEE	200,000.00
	IRA SVCS-WOODROW WILSON	45,000.00
	CORNELIA ADAMS	25,000.00
	PROV-JUDY TONG IRA	24,750.00
	DAROLD & MARGARET ALLEN	100,000.00
	PROV-PATRICIA BENSON IRA	55,700.00
	CAROLS OLIVEROS	60,000.00
25211 JIM BRIDGER RD (TWO), HIDDEN HILLS, CA - SECOND	SHREE & ANU SHARMA	68,000.00
	SHARON THOMPSON	25,000.00
	THE MARSHALL FAMILY REV LIVING TRUST 3/26/15	100,000.00
	MARVIN HILL	100,000.00
	ROBERT SCHLICHTING	75,000.00
	STEPHEN AMBROSE	105,000.00
	CARLA GARGALA	35,000.00
	LAURIE GUERTIN	50,000.00
	RICHARD MAY	75,000.00
	PROV-LINDA STEINBRUNNER IRA	75,000.00
	KENT ROMINGER	200,000.00
	YEN HSU CHEN	275,000.00
	MICHAEL BALES	25,000.00
	PROV-WILLAM REPASKY	25,000.00
	LINDA HUBER & ROBERT HUBER JR	25,000.00
	MAINSTAR-BURL HECHTMAN	200,000.00
	PROV-CYNTHIA CHUN IRA	85,000.00
	STANLEY GABERLAVAGE & DOROTHY SOTERIOU	100,000.00
	JULIE GREENE	100,000.00
	DAN & CYNTHIA CARNAHAN	25,000.00
	LEONARD POLITI	150,000.00
	JOAN SHERIDAN	25,000.00
	IRA SVCS-KIMBERLY BOURGEOIS	32,000.00
	PROV-TROY GATTIS IRA	200,000.00
	CHRISTEL MORRIS LIVING TRUST	100,000.00
	RICHARD COUGHLIN	150,000.00
	SONIA RUDGE REV TRUST 12/15/09	100,000.00
	MAINSTAR-MARTIN RILEY	82,500.00
	CLAUDINE PATE	150,000.00
	DALE & SHEREE MOHR	30,000.00
	PROV-SALVATORE POLICITO IRA	50,000.00
	RICHARD & SANDRA MOWERY	25,000.00
	MARK BOLGEN	200,000.00
	GALEN & FERN BENEDICT	160,000.00

	KATHLEEN WENDEL	50,000.00
	MAINSTAR-GABRIELE BUSCHER	100,000.00
	PROV-KENNETH VAN AMERONGEN IRA	75,000.00
	SCHLATER FAMILY REVOCABLE LIVING TRUST	50,000.00
	MARILYN LINK	50,000.00
	ASSAD KAZEMINY	50,000.00
	MARIA MURRAY SECOND IRREVOCABLE TRUST	180,000.00
	NICKY CALHOUN	50,000.00
1432 TANAGER WAY, LOS ANGELES, CA - FIRST	KLAUS AND CECILIA GERSDORF	120,000.00
	CONSTANCE JORDAN	30,000.00
	PROV-INDRA PATEL IRA	40,000.00
	TODD & MARY FREDRICK	50,000.00
	GEORGE AND ESTHER MILLER	60,000.00
	ALVIN AND MARTHA WENDEL	55,000.00
	CAROLE KEMP	125,000.00
	PROV-KENT ROMINGER IRA	299,000.00
	PROV-KENT ROMINGER ROTH IRA	99,000.00
	DAVID DERRICK	50,000.00
	GREG SKOGSBERG	25,000.00
	MARGARITA SANCHEZ	25,000.00
	PEREA LIVING TRUST 10/11/94	100,000.00
	RICHARD HERCZOG	50,000.00
	ROLAND & MARJORIE EVERS	178,000.00
	PROV-SHARON SILVER IRA	50,000.00
	IRA SVC-BETTY LOU TUCKER	30,000.00
	PROV-TIMOTHY BOST IRA	133,000.00
	LAURA SCOTT	80,000.00
	PROV-JUDITH MOWER IRA	88,000.00
	DELBERT L KAUFMAN	30,000.00
	THE JUANITA S LOPEZ TRUST 9/11/12	25,000.00
	JUDITH KATZ	25,000.00
	LUCIA J BATTS	50,000.00
	THE MICHAEL DE MESA TRUST	100,000.00
	PROV-CONSTANCE JORDAN IRA	94,850.00
	SALLY KNOWLES	50,000.00
	LOUIS S MILLER	50,000.00
	MARIA MURRAY	95,000.00
	AGUS & DEVI CHEN	100,000.00
	THE BEL AIR CRUT	25,000.00
	ANNA SHAVER	60,000.00
	MICHAEL AND MARY KAY HEIMBUCK	100,000.00
	LINDA O'ROURKE	100,000.00
	PROV-DONNA HOAG IRA	103,275.00
	PROV-HARRIS GREENBERG IRA	35,000.00
	S PRIYADARSINI	50,000.00
	DAVID PUGH	100,000.00
	WILLIAM & LAVONNE DUNN	60,000.00
	MAINSTAR-JAMES STACY	35,000.00
	PROV-SCOTT FARWICK ROTH IRA	80,500.00
	PROV-DEBORAH CHALLENGER IRA	184,000.00
	IRA SVC-ANTHONY MORICE	34,000.00
	IRA SVC-TRUDY MORICE	34,500.00
	MAINSTAR-JEFFREY GAROUTTE	100,000.00
	PAUL CASTIGLIONE JR	50,000.00
	PROV-PAUL CASTIGLIONE IRA	84,000.00
	STEVEN & MARJORIE TANDLICH	50,000.00
	PROV-LEONARD SIMONS IRA	85,247.00
	PROV-MYRA SIMONS IRA	48,674.00
	JOHN DIMAIO	80,000.00
	GERALD ROY	50,000.00
	SYLVAN & TINA REEVES	120,000.00
	JAMES & DIXIE MCALLISTER	250,000.00

	MARY BEGLEY	85,000.00
	DONALD BARSNESS	50,000.00
	PROV-MARILYN MASON IRA	50,500.00
	JILL TINGEY	25,000.00
	ALBERTO & CARLOS CASIFORA	50,000.00
	KELLI & NANCY WELLS	25,000.00
	LARRY & MARILYN JACOBSON	60,000.00
	IRA SVC-PHILLIP LUCERO	25,000.00
	PROV-MICHAEL BROWN IRA	15,000.00
	RONALD & SHARON GOODYKE	50,000.00
	DAVID & PATRICIA TOSHNER	125,000.00
	MAINSTAR-BARBARA CLAIRE JACKSON IRA	37,500.00
	ALAN MAICKI	50,000.00
	SHAWN MCGRORY	65,000.00
	GAYLE G ROGERS	165,000.00
	FRED & HELEN HOLDENER	100,000.00
	HELEN TUCKER	25,000.00
	JOAN TAYLOR	36,237.42
	JOHN & GWENDOLYN GRIFFIN	75,000.00
	REBECCA MONN	30,000.00
	KENNETH & SANDRA LANGE	50,000.00
	KENNETH & JULIE DUISENBERG	125,000.00
	RILEY PETSCH	25,000.00
1432 Tanager Way, Los Angeles, CA - Second	MAINSTAR-TIMOTHY CRETIN	91,000.00
	NANCY HUDSON TTEE L U HUDSON FAMILY TRUST 02/27/91	125,000.00
	MARK BAKER	40,000.00
	CHARLES & ROSE DUNLAP	25,000.00
	KAREN TAYLOR	150,000.00
	ROSEMARY CULOTTA	55,000.00
	ROBERT & BARBARA MATTOX	310,000.00
	MAINSTAR-MARY SERAFANO	1,000,000.00
	TERESITA & FELIX GONZALEZ	91,000.00
	SALLY LAY	50,000.00
	MARGARET WYCKOFF	50,000.00
	MAINSTAR-RONALD TALLMAN ROTH	159,447.00
	PHILLIP II & SHARON ROLLINS	50,000.00
	GRAHAM MARTIN	125,000.00
	WILLIAM HELLER	30,000.00
	WILLIAM NESTO	200,556.69
	PROV-NAFEES COLEMAN IRA	73,000.00
	JOHN & DOROTHY CREAMER	250,000.00
	CHARLES & TRACY CONNORS	100,000.00
	MAINSTAR-ROBERT FISHER	50,000.00
	MAINSTAR-JAMES PETERS	232,939.55
	MAINSTAR-PETER HOLLER ROTH IRA	50,000.00
	HEIDI POLITI	50,000.00
	MAINSTAR-COLLEEN JONES	203,000.00
	RANDY & ESTER SCHREFFLER	1,000,000.00
	BARBARA & ROBERT HAJAS	138,000.00
	JAMES LOCHTEFELD	300,000.00
9212 Nightingale Dr, Los Angeles, CA - Senior	MAINSTAR-RICHARD FILLINGER IRA	186,000.00
	WILMA COOPER	36,000.00
	CHRISTOPHER MCCARROLL	50,000.00
	FRIENDS OF TRAVIS FISHER HOUSE	50,000.00
	DELTIS & JUDITH MOORE	50,000.00
	THERESA MADDEN	35,000.00
	DELORES HOLMES	70,000.00
	ELIZABETH GORDON FAMILY TRUST	50,000.00
	TIMOTHY & DANIEL WILSON	28,000.00
	DOST FAMILY TRUST	190,000.00
	JONATHAN BRUCE	25,000.00

	RICHARD AND LOIS CARLI	200,000.00
	JASON & ELIZABETH LACHANCE	50,000.00
	JOSEPH LURGIO	25,000.00
	ROBYN HAMER	50,000.00
	THOMAS FRAZER REVOCABLE TRUST 8/20/09	120,000.00
	CHERYL SPARKS	150,000.00
	CHING-YU MENG	50,000.00
	HORACE HOLLEY JR	50,000.00
	MAINSTAR-RICHARD CHAYKIN	268,000.00
	LLOYD GOWDY	90,000.00
	SHIRLEY & GORDON KIRSTEN	200,000.00
	MARK MOSHEIM	100,000.00
	PROV-MICHAEL TYSON IRA	50,000.00
	THE MARTIN LANTIN DE MESA FAMILY TRUST	100,000.00
	PROV-UPENDRA & SMITA KULKARNI ICA	200,000.00
	PROV-KAREN SMITH IRA	80,000.00
	JAMES PEACE	90,000.00
	MICHAEL WEINER MD PA PROFIT SHARING PLAN	100,000.00
	LINDA STEVENS	50,000.00
	KENNETH AND THERESA LYONS	100,000.00
	ADVANTA IRA SVCS-DONALD SCHEMAN IRA	40,000.00
	MARK CAINE	25,000.00
	PROV-GARY HANAK	36,700.00
	LYNNE FRIEND	100,000.00
	JOHN S BRANCKE REV TRUST	30,000.00
	STEPHEN SWAFFORD (1 OF 2)	50,000.00
	SUNWEST-ALI NAJAFI ROTH IRA	57,143.00
	LAURA SIMPSON	180,597.00
	EDWARD CONWAY	30,000.00
	TATYANA KAPLAN	25,000.00
	RON & DONNA ROHRER	200,000.00
	MAINSTAR-STEVE GIDDENS	60,229.28
	ALBERT G CYR TRUST	100,000.00
	HAROLD RUECKERT	25,000.00
	FRED AND LORRAINE HANWELL	35,000.00
	WILLETT DAIRY FARM & CATTLE CO	100,000.00
	THOMAS AND PATRICIA MOORE	60,000.00
	LUCIE POHL	25,000.00
	MICHAEL AND RITA ARNOLD	75,000.00
	JAMES MCGRANN	29,000.00
	DAVID TOWNLEY	50,000.00
	BOWERS FAMILY TRUST	53,000.00
	GARY RINGSDORF	100,000.00
	RONALD GARCIA & MICHELLE HERNANDORENA-GARCIA	50,000.00
	IRA SVCS-DONALD MCKENZIE	50,000.00
	MICHAEL GUBLER	100,000.00
	MARK BEGGS	240,000.00
	CHARLES & SUSAN NOBLE	25,000.00
	MAINSTAR-CAROL SAVIO	48,000.00
	PATRICIA VEATCH TRUST 11/09/16	100,000.00
	ANDERSON FAMILY REV LIVING TRUST 09/25/07	25,000.00
	LOUIS & JOYCE COSTANZA	40,000.00
	FAMILY TRUST OF JOSEPH & CAROL LIMA	30,000.00
	RONALD RIZER	90,000.00
	ANN DELAP	100,000.00
	CAROLE & ROBERT SHAPIRO	25,000.00
	PROV-HELEN SUE VON INS-ROPER'S IRA	82,600.00
	PROV-ALAN SCHULZ IRA	23,382.01
	PROV-JOHN LEROY ERICKSON IRA	50,000.00
	BETTINA FAVATA	50,000.00
	ROXY FELGER	100,000.00
	THOMAS ROSE (2 OF 2)	50,000.00
	PROV-LISA JACKSON ROTH IRA	40,000.00

	PROV-JOAN MILLER	128,058.00
	CAROL FELTON	50,000.00
	SUNWEST-JEFFREY JONES	60,000.00
	THOMAS ROSE (1 OF 2)	50,000.00
	STEVEN & SHARON KOZAK	60,000.00
	PATRICIA PEMBERTON	50,000.00
	ROLAND AND RITA KYOVSKY	130,000.00
	PROV-LEAH KEPLER IRA	41,980.00
	PROV-MICHELLE BOGGS IRA	64,300.00
	PROV-CRAIG MUENTER IRA	75,000.00
	KENNETH PANKONIEN	50,000.00
	MAINSTAR-GEORGE RIVERO	35,000.00
	ELAINE AND BERNARD NESENOFF	25,000.00
	PROV-KIM ROBB IRA	25,000.00
	JAMES & SUSAN SEWALD	25,000.00
	PROV-EILEEN SARICA IRA	28,576.59
	PROV-DANIEL FENDER IRA	119,481.60
	CAROL & CHAZZ SCHOENFELD	50,000.00
	DOYLE & MARCIA RUMSEY	50,000.00
	BKD SOLO 401K TRUST FBO ROBERT DESANTIS	100,000.00
	BRUCE ORCHARD	42,000.00
	CURTIS JORDAN	30,000.00
	DELWYN AND BETTY WAYNER	25,000.00
	THE E ELAINE SMETANA TRUST 8/17/94 AMENDED	200,000.00
	PATRICIA & DONALD KRAHN	25,000.00
	BRENDA BLACK	30,000.00
	MAY FAMILY RLT 7/8/2005	50,000.00
	CAROLYN STRICKLAND	60,000.00
	ELIZABETH & ROBERT DAWSON	25,000.00
	PROV-DANNY LIME	83,750.00
	GREGORY & NANCY WALL	100,000.00
	WALTER & MARY JANE BROADWELL	25,000.00
	NANCY HEDRICKS	25,000.00
	STEPHEN SWAFFORD (2 OF 2)	50,000.00
	THE NEW CASTLE COUNTY BOARD OF REALTORS	50,000.00
	DAVE COOK	35,000.00
	BERTSCH VACATION HOMES LLC	55,000.00
	PROV-LINDA WEBB IRA	26,500.00
	DENNIS & PEGGY FETTING JOINT LIVING TRUST 10/08/09	25,000.00
	BESSIE LONG	25,000.00
	IRENE OLIN TRUST 02/25/98	60,000.00
	ROBERT TIDLER	25,000.00
9212 NIGHTINGALE DR, LOS ANGELES, CA - DEV	SILING LI	25,000.00
	GAIL I KNITTER LIVING TRUST 11/10/11	25,000.00
	GAYLE & JOSEPH BREWER	40,000.00
	ROBERT CASSIDY	100,000.00
	ELIZABETH MUNK	100,000.00
	IRA SVCS-AMY ANN FOOTE IRA	34,500.00
	MAINSTAR-GORDON KIRSTEN	65,000.00
	DANIEL & LINDA VALENTINE	300,000.00
	PROV-MICHAEL ALEXANDER IRA	161,000.00
	PATRICIA MCCUTCHEON	25,000.00
	PROV-MAREL SIGSWAY IRA	120,000.00
1520 CARLA RIDGE (TWO), BEVERLY HILLS, CA - SENIOR	JOHN MEDEIROS TRUST	100,000.00
	THE HELEN CASTRO FAM LIV TRUST 8/6/14	150,000.00
	MARILYN MASON	100,000.00
	MYONG KEITH	30,000.00
	LAURENCE POPOLIZIO	55,000.00
	GLENN ZAHLMANN	50,000.00
	HERMAN AND JOYCE ZEMKE	100,000.00
	EDGAR PROCTOR	200,000.00

	JAMES K POTTS LIVING TRUST 4/20/2000	50,000.00
	ELLEN PARKER	215,000.00
	RUTH TRAMMELL	300,000.00
	IRENE PEIGLER	35,000.00
	PROV-KRASMIR TODOROV IRA	40,000.00
	IRA SVCS-LUCY TAYLOR	100,000.00
	HUIXIAN CHEN	100,000.00
	RICHARD LAROCHELLE	50,000.00
	SHAHEED MOHAMMED LIVING TRUST	75,000.00
	PROV-GARY SMITH IRA	111,000.00
	PROV-JOHN ERICKSON IRA	50,000.00
	PROV-CHERIE BONO IRA	30,000.00
	THE WHITE REVOCABLE TRUST	90,000.00
	THOMAS SCHOENHERR	100,000.00
	PROV-NORMA FLEMING	236,000.00
	PROV-CRAIG PEARSALL IRA	220,000.00
	ENOLA & CLYDE ALLEN	48,000.00
	BANGALORE NEELAKANTIAH	50,000.00
	HERMENEGILDO AND ASUNCION KADILE	60,000.00
	PROV-MICHAEL BROWN IRA	35,000.00
	MICHAEL BROWN	25,000.00
	TIM & SHERRI MAKELA	220,000.00
	RICKIE AND DONNALOU ALEXANDER	60,000.00
	RICHARD FINDLEY	25,000.00
	WILLIAM & LOREEN FACKENTHALL	50,000.00
	WAYNE & BETTY STURTEVANT	25,000.00
	PROV-MARK MCKAY IRA	205,000.00
	MAINSTAR-STACEY MAXTED	29,000.00
	HERCZOG FAMILY TRUST	350,000.00
	PHYLLIS F PERLIN REV TRUST	70,000.00
	MARJORIE ALLEN	100,000.00
	PROV-CORRINE SANCHEZ IRA	99,647.52
	DARREL AND MARY LOU SPICER	100,000.00
	GREGORY BATUK	60,000.00
	BRUCE & CATHERINE TERRY	25,000.00
	SCOTT HEWETT	75,000.00
1520 CARLA RIDGE (TWO), BEVERLY HILLS, CA - DEV	BENJAMIN & NICOLE BORCHELT	50,000.00
	ROBERT MCGOWAN	50,000.00
	LYNDA LILLY	100,000.00
	GG FAMILY TRUST	50,000.00
	CAROLYN TEAGUE	25,000.00
	PROV-CONSTANCE WILLIAMSON IRA	25,000.00
	ELISSA & JOSEPH BERLINGER	25,000.00
	RUSSELL GONNAM	50,000.00
	LYLE SHELLY	50,000.00
	PROV-ROBERT MOSHER IRA	34,000.00
	PROV-ROBERT TRYON IRA	398,000.00
	ROBERT LAYTON	50,000.00
	JAMES & JOYCE WOOD	50,000.00
	RICHARD & BETTY GAWLIK	88,000.00
	LEONARD FORTUNE	100,000.00
	IRA SVCS-GRADY WILLOUGHBY	105,000.00
	SANDRA SETTLEMIRE	25,000.00
	MAINSTAR-DONALD SPENCER	35,000.00
	ROBIN BLAIWES	50,000.00
	SUSAN MEYERS	85,000.00
	IRA SVC-DIANE VARNER	86,500.00
	LEOPOLDO RAMOS	100,000.00
	RONALD MYRICK SR REVOCABLE LIVING TRUST 02/12/07	50,000.00
	JOHN & KATHY BERWICK	25,000.00
	IRA SVC-RAE CASH ROTH IRA	25,000.00
	VERNON HESS & DEBBI RAPPA	30,000.00

	JANE & HARRY BREYER T/O/D	50,000.00
	RANDALL CAMP	25,000.00
	LORI DONDIEGO	25,000.00
	ELAINE BROWER LIVING TRUST 10/01/03	180,000.00
	FRANK DELORENZO JR	50,000.00
24055 HIDDEN RIDGE RD (TWO), HIDDEN HILLS, CA - SENIOR	DANIEL & DARYL BOWERS	94,500.00
	THE BEL AIR III CRUT	25,000.00
	CHELTEN FAMILY TRUST	25,000.00
	IRA SVCS-PETER RICHTER	25,000.00
	JAMES MCDONALD	75,000.00
	ADAM AND MARY FEIST	50,000.00
	KERMIT BREYER	11,000.00
	ROBERT AND SHEILA MCNEELEY	50,000.00
	DAVID AND JILL HARDIN	75,000.00
	JUDITH BYRUM	30,000.00
	DOUG AND MARION HORWOOD	50,000.00
	RANDY TRAINER	40,000.00
	PROV-BARBARA TOTH IRA	106,000.00
	PROV-DONALD PENDAGAST IRA	27,500.00
	SIDNEY AND MARY ANN ANDERSON	100,000.00
	JOYCE KRAVITSKY	30,000.00
	JEFFREY WOLK	150,000.00
	DARRELL AND SHARON VITTON	88,000.00
	DONLIE SMITH	75,000.00
	MARY LOU & DAVID BRANDEBERY	200,000.00
	MICHAEL AND PATRICIA ONESKO	25,000.00
	MAINSTAR-MICHAEL MILLWARD ROTH IRA	32,343.00
	PROV-LEE GILBERT ROTH IRA	49,100.00
	GERALD ROY	75,000.00
	HIROYUKI GOSDEN	25,000.00
	KENT & PATRICIA FLETCHER	50,000.00
	FRANK CEPULKOWSKI	50,000.00
	PROV-DAVID HERMANSEN IRA	159,764.00
	PROV-GERALD ROETHLE JR IRA	48,000.00
	NANCY WRIGHT AND MATTHEW RADER	100,000.00
	LONNIE & CAROLYN THOROMAN	50,000.00
	GENEVIEVE COLEMAN	50,000.00
	COLTRIN BROTHERS LLC	200,000.00
	TERRANCE PELTON	50,000.00
	WEBESHETE ASEFA	50,000.00
	LOWELL PETERSON	100,000.00
	JEFFREY & BRENDA MILLER	50,000.00
	DAVID DAWSON	50,000.00
	THE E ELAINE SMETANA TRUST 08/17/94 AS AMENDED	100,000.00
	DANIEL RODRIGUEZ	50,000.00
	RONALD AUBLE	50,000.00
	KENNETH ROSTANT	50,000.00
	HORIZON-MELINDA BROWN IRA	58,202.00
24055 HIDDEN RIDGE RD (TWO), HIDDEN HILLS, CA - DEV	MELCHERT FAMILY TRUST 3/18/05	25,000.00
	ROBERT L SCHATTNER TRUST	100,000.00
	BRYAN & DANETTE PYLES	100,000.00
	PROV-WILLIAM CABLE INDIVIDUAL CASH ACCOUNT	57,400.00
	ESTELLE GORDON	50,000.00
	ALFRED & AIDA HART RESTATED & REV LVG TRUST	25,000.00
	MARIAN E GENNARO REVOCABLE TRUST	50,000.00
	REV TRUST RHODA BERMON 12/12/95 (2 OF 2)	50,000.00
	JEAN & CORONA LETHIECQ TRUST	150,000.00
	DELAINE KEMPE REVOCABLE TRUST 1/4/12 (2 OF 2)	45,000.00
	ZAKS ASSET MANAGEMENT TRUST	39,000.00
	KAREN & WILFORD OLSON	50,000.00
	RICHARD KIRK REVOCABLE LIVING TRUST	50,000.00

	ILENE PATTERSON	25,000.00
	ALVIN & DEANNA SACKER	25,000.00
	ROBERT KAMMES	25,000.00
	SHARON WOLK KIRK REVOCABLE LIVING TRUST	50,000.00
	DENNIS & KATHRYN PATTEN	25,000.00
	MARY THOMPSON	50,000.00
	PATTI DONNELLY	50,000.00
	KELLY BOEDDEKER	25,000.00
	MARIE & JULIE MARCHANTE	25,000.00
	PROV-SUE MOSHER IRA	25,000.00
	STEIGMAN INC	100,000.00
	ABRAHAM WORKMAN	50,000.00
	MAINSTAR-BARBARA REYNOLDS	26,000.00
	JEFFREY & MICHELLE AUGASON	50,000.00
	LEROY BUCKNER	25,000.00
	MENG SE & MARY TAING	100,000.00
	JEFF FORD ENTERPRISES	50,000.00
	SYLVIA & RICHARD RUGGIERO	90,000.00
	MAINSTAR-KELLI HUNTER	500,000.00
	PROV-ROGER PIETZ ROTH IRA	85,600.00
	DANIEL & BRENDA HOMAN REV LIVING TRUST	116,500.00
	PROV-STEVEN SCHULTZ ROTH IRA	50,000.00
	ESTHER & EUGENE EVANS	100,000.00
	BETTY & NICK PUTHOFF	100,000.00
	CATHY BAILEY	117,000.00
	ALBERT NORRIS	100,000.00
	PROV-DAVID LITTLEFIELD ROTH IRA	34,464.00
	GERALD ROETHLE JR	50,000.00
	MAINSTAR-WILLIAM PEAVEY	70,000.00
	PROV-JAMES FLETCHER IRA	150,000.00
	PROV-LINDA LENNARTZ IRA	79,500.00
	HUNTER EVANS	50,000.00
	DENNIS HELVEY	100,000.00
	PROV-JAG-JEFFREY UHLAND IRA	107,000.00
	ALEXANDER TOSI	50,000.00
	GERALD & BEVERLY LEHMAN	340,000.00
	XIAOLIN SHI & LAN DIWU	25,000.00
	PROV-HELEN BURNEY IRA	250,000.00
	PROV-BETTY BELIN IRA	280,000.00
	PROV-DAN HOVEN IRA	39,200.00
	ISAAC SHANK	90,000.00
	PROV-GAYLE REIFFER BRUGGINK ROTH IRA	40,000.00
	JOHN & JOAN O'NEILL	250,000.00
	TOMMYE GAYLER	75,000.00
	ADOLFO & XIOMARA REQUEJO	200,000.00
	ERVIN REIMER	50,000.00
	CHARLES COATE	100,000.00
	TANG SHIUN YEH	50,000.00
	HEIDI POLITI	100,000.00
	MAINSTAR-BONITA GAINEY	94,000.00
	MAINSTAR-MINA BENNET	115,000.00
	MAINSTAR-JACK GRONKE SR	100,000.00
	KATHLEEN & DWIGHT DURYEA T/O/D D MURRAY & T DURYEA	200,000.00
	MARY PHILLIPS	84,328.58
	NELL ABSTON	250,000.00
	FRANCIS & PHYLLIS LINEBACK	25,000.00
	W KENNETH GREENWOOD FAMILY TRUST	250,000.00
	PROV-DONALD NOBLES IRA	88,400.00
	LEWIS & RUTH RACHMELL REV LIVING TRUST	50,000.00
	MARIE RECINE T/O/D	25,000.00
	JOSEPH & FRANCINE SPANIAL	100,000.00
	ARLENE & IRA GOLDSTEIN T/O/D	50,000.00

1357 LAUREL WAY (TWO), BEVERLY HILLS, CA - SENIOR	RONALD HEBERT	100,000.00
	TODD & AMY KOVAL	25,000.00
	LILIAN PELTZ-PETOW	25,000.00
	CLAUDE PELTZ	25,000.00
	MONA HUSH	70,000.00
	GILBERT & CHARLENE PEICHEL	25,000.00
	KLAUS AND CECILIA GERSDORF	80,000.00
	DOROTHY J BAUMBACH IRREV TRUST	50,000.00
	INDRA & BHARATI PATEL	50,000.00
	THE JOHN & BETTY DUNNE FAMILY TRUST	300,000.00
	ROBERT MICHEL IRREVOCABLE TRUST	50,000.00
	SEMEN SHKRABOV AND ELENA KORABELNIKOVA	50,000.00
	PROV-MICHAEL BINKERD IRA	230,100.00
	PROV-WILLIAM JABLONSKI IRA	40,631.00
	CHIERIE L BONO REVOCABLE TRUST 12/2/05	50,000.00
	CURTIS COOK	100,000.00
	PROV-JOHN WORDEN IRA	19,000.00
	ALBERT AND MARIAN ELLIOTT LIVING TRUST 5/29/03	100,000.00
	GERALD AND ELIZABETH SJAASTAD	150,000.00
	JAMES AND LORRAINE SHINDLER	50,000.00
	IRENE CLAVERIA FAMILY LTD PARTNERSHIP	50,000.00
	WILLET DAIRY FARM & CATTLE CO	100,000.00
	VERNON & RITA LEMKE	25,000.00
	KEVIN AND LORI MOTES	100,000.00
	MICHAEL WEINER MD PA PROFIT SHARING PLAN	50,000.00
	LEGACY 1 LLC	100,000.00
	PROV-CHAD PIPPENGER IRA	47,700.00
	MORTON & FRANCYNE KUGELMAN	60,000.00
	IRENE SCHMIDT	100,000.00
	JOHN HAROLD FAGAN III & JOHN HAROLD FAGAN	25,000.00
	PROV-KENNETH HOLBROOK IRA	80,000.00
	PROV-WILLIAM MOORE IRA	99,500.00
	MAINSTAR-PAMELA MCGOWAN	100,000.00
	MAINSTAR-ROBERT MCGOWAN	125,000.00
	BRUCE AND SUSAN MAYFIELD	55,000.00
	JOHN AND SUSAN RUNKLE	50,000.00
	MAINSTAR-ROBERT MCGOWAN SEP IRA	40,000.00
	BOYD JR & BRENDA ARMSTRONG	25,000.00
	HERITAGE CONSULTING GROUP OF OHIP EMP 401K PLAN	30,000.00
	NORMA WEINER LIVING TRUST 11/13/13	200,000.00
	EDWARD & ARLENE HORNUNG JOINT REVOCABLE TRUST	25,000.00
	THE LAWLESS TRUST	50,000.00
	PROV-PAMELA LAWRENCE IRA	33,054.00
	ROBERT MACDONALD	25,000.00
	EMMA SJAASTAD	50,000.00
	MICHAEL & ELIZABETH SMITH	50,000.00
	BARBARA ASHMORE	70,000.00
	LARRY BLACKBURN	55,000.00
	PROV-RICKIE ALEXANDER IRA	63,500.00
1357 LAUREL WAY (TWO), BEVERLY HILLS, CA - DEV	GERALD & CERES SCHULTZ	50,000.00
	PROV-TERRY SCHACKOW IRA	100,000.00
	PROV-BRADLEY GIBSON IRA	139,000.00
	BRENDA PHILLIPS-TINGLE	100,000.00
	PROV-STEPHEN SCHEID IRA	107,000.00
	PROV-ROBERT SHARKEY IRA	99,000.00
	RALPH & BEVERLY EASTERHAUS	35,000.00
	MARILYN & JONAS LINDE	75,000.00
	PROV-PAULA BRIDGES IRA	107,000.00
	MAINSTAR-SUE FILLINGER	71,000.00
	JAMES LOCTHEFELD	225,000.00
	PROV-DOUG ONESKO IRA	50,000.00
	LYNDA LILLY (1 OF 2)	58,000.00

	MAINSTAR-DAWN SHAW	59,000.00
	TIMOTHY & MEREDITH HELTON	300,000.00
	MAINSTAR-PAUL CALAMARI	61,351.00
	MAINSTAR-PAUL MARNELL	100,440.00
	MARY ROWE	100,000.00
	ROBERT & NORMA ROWE	1,000,000.00
	JOHN & SHIRLEY SMITH	200,000.00
	JAMES & ROMA MURPHY	50,000.00
	SANDRA & JAMES O'BRIEN	50,000.00
	IRA SVCS-MARIANNE HERLONG	50,000.00
	FRANCIS ALBANESE	30,000.00
	MAINSTAR-ELEANOR AGUILAR	173,708.00
	PROV-CARLA HONIG IRA	108,169.02
	JAMES HAMM	100,000.00
	MAINSTAR-DANIEL SMITH	30,000.00
	MAINSTAR-LUCILLE FLAIL	30,000.00
	MAINSTAR-THERESA JACKSON	108,000.00
	MAINSTAR-PHILLIP GOEDECKE	25,000.00
	SHIRLEY KIRSTEN	240,000.00
	THE PHUONGANH BRENNAN REV LIVING TRUST	200,000.00
	PROV-MICHAEL MARKERT IFA	67,216.00
	RONALD VARNER	50,000.00
	JOHN & WILMA REBUCK	150,000.00
	ALLISON & ANTHONY MELOGRANO	50,000.00
	ELIO PESATO	50,000.00
	PROV-EDWARD VANCE IRA	50,000.00
	FRANK & CHRISTINE DIETRICH	300,000.00
	LYNDA LILLY (2 OF 2)	60,000.00
	JEFFREY WAYBRIGHT	80,000.00
	TOMMYE GAYLER	75,000.00
	SANDRA B HAYNES REVOCABLE LIVING TRUST	250,000.00
	JUDITH ROUTZAHN	75,000.00
	WILLIAM & DONNA ROBBINS	70,000.00
	PROV-CAROLYN DIEHL IRA	25,000.00
	PROV-MARCELLA PRICE IRA	51,000.00
	ROBIN MCBRIDE	90,000.00
	PROV-JAMES RIVENBURG IRA	38,600.00
	PROV-STEPHEN ESLINGER IRA	32,300.00
	DALE & PAULA FORD	50,000.00
	JAMES JOHNSON LIVING TRUST	35,000.00
	IRA SVC-TERESA HORNFECK	53,000.00
	PROV-LORRAINE SCHOCKET IRA	200,000.00
	BETTY JO BROWN	100,000.00
	MAINSTAR-BASIL FRANKLIN JR	205,000.00
	PROV-JEANNIE GRABINSKI IRA	50,000.00
	MAINSTAR-JERALD SCHULZE	61,000.00
	MAINSTAR-MELISSA BLAINE	225,000.00
810 SARBONNE RD, LOS ANGELES, CA - SENIOR	RUTH CAMP PERSONAL CARE TRUST	52,000.00
	BEVERLY BERNEDENE PETERS TRUST	50,000.00
	THE RUSSELL & DORIS HOKANSON LIVING TRUST	100,000.00
	JUDITH & ROBERT MALTZ	50,000.00
	LAURENCE POWER	25,000.00
	MAINSTAR-ROGER GRAYSON	93,000.00
	PROV-RICKY VOSS SEP IRA	46,340.00
	RICHARD & BEVERLY CROWE	65,000.00
	EDMUND & VIRGINIA NIMMOW	40,000.00
	MARK BAKER	35,000.00
	MARIA CELIZ	25,000.00
	KIMBAL AND JULIE RAGAN	100,000.00
	PROV-MARK BAKER IRA	100,000.00
	DONNA GOUDE	122,535.00
	THE JOHN J AND JANE A FUCHS REVOCABLE LIVING TRUST	50,000.00

	SEYMOUR GELDZAHLER	100,000.00
	ROSE-ELLEN HOPE	75,000.00
	FRED & HELEN HOLDENER	100,000.00
	RANDY BYRNES	50,000.00
	BRAD AND MARIA KAISER	350,000.00
	ALFRED J ORTENZO REV TRUST	50,000.00
	S&R KELLER FAMILY TRUST	140,000.00
	CHRISTINA GALLAGHER	50,000.00
	GARDEN CITY MASONIC F&AM #587	25,000.00
	RONALD & HEIDI CLEMENS	50,000.00
	THE MAMO FAMILY TRUST 11/18/02	30,000.00
	IRVIN JR & DIANE VARNER	40,000.00
	CINDY & RANDALL HUFFMAN	25,000.00
	MARIA HOLLAND	365,000.00
	SHERYL SIMPSON	30,000.00
	BETTY B HOLLAND LIVING TRUST 2/20/1998	100,000.00
	RICHARD DRINKER JR	25,000.00
	CYNTHIA LEPPERT	25,000.00
	JOHN BIRKMEYER	42,000.00
	CLARENCE & PHYLLIS SMITH	25,000.00
	NORM MEIER	100,000.00
	PROV-ALFRED GROVES IRA	71,000.00
	PROV-BRUCE BINNS IRA	100,000.00
	PATRICIA ONNINK	50,000.00
	DEBRA JENKS-LATOUR	30,000.00
	WAYNE FORD	50,000.00
	PROV-JOYCE FRIEDMAN IRA	85,000.00
	PROV-JOHN APPLETON IRA	372,000.00
	JON AND KAY WILABY	100,000.00
	MAINSTAR-NANCY LANGDON	37,200.00
	ADVANTA SVC-DARLENE JANIESCH IRA	39,000.00
	MAINSTAR-GARY WOODS	29,000.00
	ALBERT BROWN	50,000.00
	GARY MACPHERSON	60,000.00
	ALBERT EVENER	22,000.00
	MARIANNE HORNER TRUST	50,000.00
	KARYTA BARNES	25,000.00
810 SARBONNE RD, LOS ANGELES, CA - DEV	MARTIN & JUDY ANDREWS	100,000.00
	LESTER CUMMINGS JR	50,000.00
	CORT GILLEN	25,000.00
	PROV-NORAH SOWA IRA	116,500.00
	DAVID & BRENDA LANDWEHR	80,000.00
	SHERRY CORDONNIER	25,000.00
	ROCCO FAVATA	30,000.00
	JAMES & DONNA COTTER	50,000.00
	CORNERSTONE GROWTH	50,000.00
	DAVID & GYL HANNA	100,000.00
	STEVEN & DIANA RAINS	50,000.00
	LINDA & RON EVERTS	25,000.00
	CORY THOMPSON	25,000.00
	JAMES TOLSON JR	50,000.00
	JEAN & EDWARD CONWAY REVOCABLE TRUST	30,000.00
	CLAIRE MUMMERT	50,000.00
	MAINSTAR-RAYMOND SANDERS	50,000.00
	PROV-LARRY LOGERO IRA	130,000.00
	SUNWEST-LAUREL CHASE IRA	70,342.93
	THE MARIE MARCHANTE FAMILY TRUST 08/21/00	50,000.00
	INDRA & BHARATI PATEL	100,000.00
	PETER & ELIZABETH AUCOIN	50,000.00
	MAINSTAR-LOIS HAIGAZIAN	50,000.00
	WILLIAM MILES	20,000.00
	LARRY MORGAN	25,000.00

	MAINSTAR-JAMES FODOR	399,000.00
	LOUIS & KATHRYN STROTHMAN	110,000.00
	ALAN ROEKLE	120,000.00
	SHIRLEY ALTMAN REVOCABLE TRUST AGREEMENT	25,000.00
	DRURY IRREVOCABLE TRUST 06/25/09	100,000.00
	GEORGE & NANNIE NICHOLS	25,000.00
	VICTOR JOHNSTON LIFE INSURANCE TRUST	116,000.00
1484 CARLA RIDGE (THREE), BEVERLY HILLS, CA - SENIOR	DAWN HAGGERTY	26,000.00
	VIVIAN SKIMINA	25,000.00
	PROV-BRUCE DEWALD ROTH IRA	19,000.00
	RUSSELL & TERRY BOEHM	100,000.00
	LORRAINE J MINETTI REVOCABLE TRUST 6/2/97	100,000.00
	RICHARD & LINDA CHELTEN TTEES/CHELTEN FAMILY TRUST	70,000.00
	BERNARD & ELAINE NESENOFF	25,000.00
	DELWYN & BETTY WAYNER	25,000.00
	VERA & BRYAN BRADFORD	100,000.00
	DONALD & DAWN DRENGUBA	25,000.00
	SAPONE REVOCABLE TRUST 2/23/10	25,000.00
	BRIAN & MARY DISCHLER	150,000.00
	RONALD WOLFF	100,000.00
	MARGARET BAYLESS	75,000.00
	LAURA SCOTT	50,000.00
	SIEGFRIED SCHMIDT	50,000.00
	MARTHA CRAIG	43,000.00
	PROV-CARL OTTERNESS IRA	60,000.00
	TAM CHANG & MEI-SHE CHEN	100,000.00
	PROV-DAVID MCCOMAS IRA	100,000.00
	PROV-MICHAEL MOELLER IRA	100,000.00
	HORIZON-SARA MARSHALL	200,000.00
	PROV-ANTONETTE RENSHAW IRA	45,000.00
	PROV-JUDITH RENSHAW IRA	50,000.00
	PROV-JACKWAYS D KESLING INHERITED IRA	200,000.00
	PROV-SHARON FENDER IRA	120,000.00
	PROV-JEFFREY WILKINSON	148,000.00
	JEAN & JOHN ALME	50,000.00
	KENNETH & KAREN WELLMAN KEYSTONE TRUST	50,000.00
	ADAM & MARY FEIST	50,000.00
	FRANK GRASMUGG	75,000.00
	ROBERT & SARAH REBMAN	50,000.00
	JEFF THE GEEK LLC	100,000.00
	TIMOTHY HANSON & MAERENE LEWIS	50,000.00
	IRA SVCS-JOHN SEMON	42,000.00
	MAINSTAR-ELEANOR NADZAN	131,500.00
	PROV-JOHN LEROY ERICKSON IRA	50,000.00
	KATHLEEN KELLER	25,000.00
	THOMAS & BONNIE ZUBERBIER	100,000.00
	CRAIG PEARSALL	225,000.00
	PRATT FAMILY CABIN TRUST	200,000.00
	BARBARA INGEBRIGTSEN	100,000.00
	LINDA RACINE REVOCABLE TRUST 10/23/14	25,000.00
	DONALD HILL	25,000.00
	PROV-WILLIAM & JO-ANN MCMILLAN REVOCABLE TRUST	30,000.00
	PROV-ANTHONY ELVAS IRA	59,714.00
	PROV-JAMES & SHEILA BRENTON ICA	30,000.00
	MAINSTAR-MICHAEL PAYTON	109,538.00
	PAUL & CONNIE BRYAN	33,700.00
	MARK BAKER (2 OF 2)	25,000.00
	PROV-ROGER VANDERSTEEN IRA	51,000.00
	RONALD RUDOWSKI	25,000.00
	ROBERT & MARION BUDZ	90,000.00
	PROV-DONALD DAILEY IRA	33,500.00
	THE KENNETH & ROSANNE BOEDEKER REVOCABLE LIVING TRUST 11/1/94	50,000.00

	LADWIG FAMILY TRUST	25,000.00
	JOEL & BARBARA KING	25,000.00
	BUDDY JENKINS	100,000.00
	FRANK KISKO	25,000.00
	PATRICK LOMBARDY	25,000.00
	ISABELLA DIMARCO	100,000.00
	MONGE FAMILY TRUST 02/25/10	75,000.00
	JAMES SANDY	100,000.00
	THE DILDA-ROSS REVOCABLE TRUST	25,000.00
	MICHAEL LENIHAN	25,000.00
	MAINSTAR-JAMES DEJARLAIS	100,000.00
	JANE BOSMA	55,000.00
	MAINSTAR-TAD JINGUJI	40,500.00
	JOHN FIRMISS	50,000.00
	ROBERT GRAVENS TRSUT 04/15/96	25,000.00
	RANDOLPH CLUNE	80,000.00
	IRA SVC-ROBERT CHATHAM III	47,000.00
	PROV-JOHN JASKO IRA	107,500.00
	MAINSTAR-CHARLES WHITLEDGE	160,800.00
	MAINSTAR-WARREN GRIFFIN	25,430.28
	PROV-KATHY LANE IRA	90,810.00
	FRANCIS & SUSAN GUIBERSON	60,000.00
	PROV-MORTON KUGELMAN IRA	64,750.00
	PROV-ROBERT LANE IRA	28,400.00
1484 CARLA RIDGE (THREE), BEVERLY HILLS, CA - DEV	PROV-STEVEN DUNNING IRA	80,000.00
	PROV-WILLIAM SHUSTOWSKI IRA	110,000.00
	MARY NITTMANN	25,000.00
	PROV-JOHN BOEDDEKER IRA	31,000.00
	JAMES HAMM	25,000.00
	SHEVAN DEMING	65,000.00
	MAINSTAR-RICHARD ZUIDERSMA	26,000.00
	RJK HILL FAMILY TRUST	50,000.00
	ROBERT SCHLICHTING	50,000.00
	TOMMYE GAYLER	50,000.00
	MAINSTAR-NATALIE RUBACHA ROTH IRA	25,000.00
	PAUL & ELLEN FEDYNA	100,000.00
	MAINSTAR-ROY DAVENPORT	73,000.00
	PROV-PATRICIA ONESKO IRA	151,000.00
	FILOMENA LAMONICA	40,329.36
	PROV-GARY VAN DYKE IRA	25,000.00
	EDWARD & CLARICE MAZZOLENI TRUST	50,000.00
	PROV-GAIL AKARD IRA	200,000.00
	PATRICK SPANGLER	30,000.00
	JEAN O'TOOLE	100,000.00
	MAINSTAR-KATHY WEST	105,000.00
	JOHN HERTVIK JR T/O/D	65,000.00
	WILLIAM GROODY	105,000.00
	KRISTI TRADER	50,000.00
	ROBERT & ANN GONCZ	52,000.00
	BASIL FRANKLIN JR	25,000.00
	MAINSTAR-DEE DEE BROOKS ROTH IRA	50,000.00
	RONALD MYRICK SR REVOCABLE LIVING TRUST 02/12/07	150,000.00
	HARRY ROBERTSON JR	25,000.00
	PROV-GLEN GAMA IRA	128,329.00
	ELISSA & JOSEPH BERLINGER	25,000.00
	IRA SVC-ANN KEELAN	104,000.00
	IRA SVC-AUBREY STRICKLAND	200,000.00
375 TROUSDALE PLACE, BEVERLY HILLS, CA - SENIOR	WILLIAM ELIA	50,000.00
	CALLAGHAN PUMP & CONTROLS INC	50,000.00
	IRA SVCS-CHUC LY	80,000.00
	JEFFREY SHAW	50,000.00

	IC AVIATION	50,000.00
	JARA GROUP II LLC	50,000.00
	THE JAMES & RHONDA KESTER LIVING TRUST 12/15/03	50,000.00
	JOHN HACKMAN	50,000.00
	ELIZABETH SORIANO	25,000.00
	HORIZON-JUAN MACIAS IRA	49,500.00
	PROV-STEVEN SCHULTZ ROTH IRA	42,000.00
	JAMES & VALUAH WOODBY	50,000.00
	HORACE HOLLEY JR	40,000.00
	JAMES CASE	40,000.00
	PROV-LAURA SNITZER ROTH IRA	82,602.14
	PAUL & MARGARET GIAMMARCO	25,000.00
	MICHAEL HUWE	50,000.00
	MAINSTAR-JOSEPH CENSOPLANO	26,274.86
	JUDITH NUSE	25,000.00
	KARNAIL SINGH	25,000.00
	MAINSTAR-LINDA SIEBE	75,800.00
	MARK & KATHY HOLMAN	50,000.00
	SANDRA SNYDER	40,000.00
	MARIA & LUIS MARES	50,000.00
	RANDEL LILLIE & JANET MAULIN	80,000.00
	RODGER MAYRAND	40,000.00
	JACK GWALTNEY	25,000.00
	REVOCABLE LIVING TRUST OF EMMETT & SHARON GIBSON 01/15/08	100,000.00
	JOSEPH SIRIANNI FAMILY REV LVG TRUST	50,000.00
	GENEVIEVE COLEMAN	50,000.00
	DAVID ASHWORTH REVOCABLE LIVING TRUST	300,000.00
	PROV-MICHAEL CONCASCIA IRA	53,300.00
	BARBARA WOHLWEND LIVING TRUST 08/15/08	35,000.00
	CURTIS & SHARON AYRES	80,000.00
	JAMES MCDONALD	50,000.00
	JAMES RICE	150,000.00
	SALLIE RICE	400,000.00
	HENRY PIERSON	25,000.00
	MAINSTAR-ANTHONY INENDINO	69,000.00
	MAINSTAR-RUTH HODNE	42,000.00
	PHILIP GREENFIELD REV LVG TRUST	50,000.00
	STEPHEN & HEIDI FAMER	25,000.00
	THELMA WILSON	100,000.00
	NEAL & MELODY STUTEVILLE	184,000.00
	FRIEDA RACHT	50,000.00
	DAVID & MELINDA BESELER	50,000.00
	MAINSTAR-NORMA BERTRAND	47,000.00
	IRA SVC-MARC FRUCHTER	50,000.00
	BARRIE & LARRY DUBIN	25,000.00
	NICHOLE HENDERSON	30,251.20
	PROV-MILDRED OHLER IRA	53,177.00
	IRA SVC-MELINDA WHEELER	52,000.00
	STEPHANIE FERNANDEZ	50,000.00
	JEFFREY & PATRICIA HOLMES	50,000.00
	PROV-HENYA BONETSKY IRA	60,000.00
	EDUARD & IVETA DANEK	150,000.00
	DAVID & HARRIET SAYER	50,000.00
	DAVID & ALICE MCGINLEY	50,000.00
	MICHAEL WEINER MD PA PROFIT SHARING PLAN	250,000.00
	DARLENE MOUW	25,000.00
	DIANNE SPIROFF	100,000.00
	PROV-CONSTANCE BOATWRIGHT IRA	27,780.00
	PROV-RACHELLE ALBANESE ROTH IRA	25,000.00
	BERTSCH VACATION HOMES LLC	55,000.00
	BLINDBURY FAMILY TRUST 04/11/91	50,000.00
	SNEHAL & NIPA SHAH	50,000.00
	MICHAEL KLINEMAN	50,000.00

	MAINSTAR-MURRAY MACKSON	40,000.00
	PROV-ROBERT REGNER IRA	51,250.00
	SUNWEST-SCOTT NEAL IRA	50,000.00
	CHRISTINA GALLAGHER	30,000.00
	MAINSTAR-DAVID ENGELBERT	30,000.00
	NOLA SHINABERRY	25,000.00
	JAMES MATTHEW	50,000.00
	PROV-THERESA CENTRONE IRA	107,000.00
	PROV-DIANNA AINSWORTH IRA	40,000.00
	LOUIS & MURIEL MORROW FAMILY TRUST	30,000.00
	JOAN & LOUIS GIOVACHINO REVOCABLE TRUST 12/30/07	25,000.00
375 TROUSDALE PLACE (TROUSDALE), BEVERLY HILLS, CA - DEV	IRA SVC-CHARLES BARNES	90,000.00
642 SAINT CLOUD, LOS ANGELES, CA - SENIOR	MARIA & MIGUEL TABLADILLO	25,000.00
	PROV-JUDY TONG IRA	65,000.00
	MAINSTAR-JOANNE SOWELL	38,863.45
	DONALD GRIFFIN	25,000.00
	VERONICA MCDONALD	25,000.00
	PROV-DEREK MOORE IRA	25,000.00
	ALLAN MCDONALD	50,000.00
	NADINE GROSJEAN	50,000.00
	BARBARA CHADWICK	50,000.00
	RONALD & BETTY SCHROEDER	25,000.00
	BOBBY SANDERS FAMILY TRUST	50,000.00
	BARBARA KROPP	40,000.00
	CLARENCE WILLIAMS	25,000.00
	DARLENE WEINBERG	40,000.00
	DAVID DERRICK	100,000.00
	GREGORY & VIVIAN CARSON	60,000.00
	GREGORY & LINDA HARRISON	30,000.00
	KUANG-LEI & DIANA WU	25,000.00
	THE SCHMIDT FAMILY TRUST	250,000.00
	THE TRUST OF ANTONY MATARRESE	200,000.00
	FRED & ANN DAY	25,000.00
	RICHARD MAY	50,000.00
	DAVID KRZEMIEN	30,000.00
	WANDA & ARTHUR WILLIS	33,000.00
	CHARLES & MARY BEZZINA	50,000.00
	LISA NEAL	50,000.00
	JERRY & MELANIE SKARYD	150,000.00
	JOYCE KLINE	25,000.00
	RICHARD GRAINGER	26,000.00
	ATKINS FAMILY IRREVOCABLE TRUST	190,000.00
	WILMA HARPER	30,000.00
	THE GARY FITE REVOCABLE TRUST 10/13/09	1,000,000.00
	MAINSTAR-ERIC RANDOLPH	112,300.00
	PROV-KEVIN BONAS IRA	67,000.00
	SUNWEST-BILLIE CANTER IRA (1 OF 2)	193,500.00
	BYRON BEALL	150,000.00
	MADOLYN CHANDLER	31,391.79
	WALTER & RUTH VEALE	40,000.00
	MAINSTAR-BRIAN ASTON	60,000.00
	MAINSTAR-DEE NICKOLS	90,300.00
	MAINSTAR-MELANIE JOSHUA	100,000.00
	MARIANNE KELLER	200,000.00
	PROV-PATRICIA JOHNSON IRA	25,000.00
	PROV-TIFFANY WIGGS TRADITIONAL IRA	40,000.00
	SHIRLEY SMEDLEY	100,000.00
	MICHAEL LEFKOWITZ LIVING TRUST	100,000.00
	EDWARD OSBORNE	50,000.00
	GEORGE & LYNNE MELLECKER	75,000.00
	CAROLE & HERBERT CAFARELLA	100,000.00

	ZHANA MAKSIMOV	50,000.00
	DANIEL STUDY	100,000.00
	SUNWEST-BILLIE CANTER IRA (2 OF 2)	50,000.00
	INDRA VIDAL	50,000.00
	GARY WRIGHT	25,000.00
	BETTY HAU	25,000.00
	BRUCE CECKA	46,000.00
	MAINSTAR-GEORGE GALE JR	88,945.00
	PROV-DAVID KEMP IRA	161,170.00
	PROV-GARY ACKERMAN IRA	42,500.00
	PROV-RICHARD WISE IRA	53,000.00
	PROV-MONIKA HUEY IRA	62,500.00
	FREDA ALFORD	100,000.00
	ABRAHAM KOLNIERZ 1999 TRUST	25,000.00
	PROV-KEITH NGUYEN	110,000.00
	DAVID & PATRICIA TOSHNER	150,000.00
	WILLIAM & JUDITH LUNSFORD	45,000.00
	MARY CASALE	186,864.87
	RICHARD CLAVERIA MD APC PENSION PLAN & TRUST	50,000.00
	CLAUDIA SYKES	50,000.00
	STEVEN PELZ	75,000.00
	FRED & KAREN RANDHAHN	25,000.00
	EVELYN TORKELSON	25,000.00
	PROV-BETTY LOU HARVEY ROTH IRA	116,834.37
	BOYD & BRENDA ARMSTRONG	50,000.00
	YURIKO & MICHAEL HENDERSON	25,000.00
	THOMAS VAUGHAN SR	70,000.00
	THE GERALD CARLSON LIVING TRUST	25,000.00
	THE ANDREW MYRICK REVOCABLE TRUST 05/18/17	125,000.00
	MICHAEL REED	25,000.00
	PATSY RAE VELTING	100,000.00
	PROV-JERRY & KATHLEEN VERSEPUT ICA	25,000.00
	KARIN EICHHORN	30,000.00
	MIKHAIL MOROZOV TRUST	100,000.00
	THE ANDREA GRIGGS LIVING TRUST OF 2000	60,000.00
	IRA SVC-JOYCE STOCK	70,000.00
	MICHAEL & CYNTHIA HALES	72,000.00
	PHAM FAMILY TRUST 05/09/02	25,000.00
	GENEVIEVE COLEMAN	50,000.00
	MANUEL FAMILY REVOCABLE LIVING TRUST 02/07/03	100,000.00
	PROV-GARY HANNABASS IRA	50,330.00
	PROV-WANDA HANNABASS IRA	42,270.00
	ROBERT OSTENDORFF JR & SHIRLEY COOPER	50,000.00
	GERALD & ELIZABETH SJAASTAD	500,000.00
	ROBERT BRAZEE	75,000.00
	THE HAENDEL TRUST 06/14/02	100,000.00
	THE MARC & DENISE PIERRE FAMILY TRUST	375,000.00
	SHANE & KATHRYN LITZENBERGER	50,000.00
	DAVID & MARILYN BETTINGER	250,000.00
	BARBARA & TODD RUBENSTEIN T/O/D	25,000.00
	THE JEAN NISHIZU-SHIKATA TRUST 05/18/05	50,000.00
	FRANCINE & ROBERT BOTWINICK	25,000.00
	RODNEY STAINBROOK	25,000.00
	PAULA MEYERSON	50,000.00
	LINDA WIRKUS	135,000.00
	CUSTRED FAMILY TRUST	100,000.00
	JEAN EICHOLTZ	120,000.00
	DAVID & JOHNEE MILLER FAMILY TRUST 07/15/02	75,000.00
	PROV-GERALD STARY IRA	33,150.00
	BLACK FAMILY REVOCABLE TRUST 05/05/04	100,000.00
	MARY COLLINS	50,000.00
	MICHAEL BROOKS	100,000.00
	PROV-ELIZABETH FREIDEL IRA	84,600.00

	CAUSTRITA TRUST 10/06/11	100,000.00
	PATRICK MCMAHON	50,000.00
	BETTY SOLLENBERGER	60,000.00
	DEBORAH & DOUGLAS VAN GEMERT	100,000.00
	RALPH CLARK JR	50,000.00
	SHARI PROCOPIO	50,000.00
	ELIZABETH COLANTUONO REV LIVING TRUST	25,000.00
	RODNEY BLACK T/O/D	100,000.00
	SUZANNE ROON T/O/D	33,000.00
	IRA SVC-CLAUDIA DODGE	88,000.00
	GEORGE REITTER	60,000.00
	BONNIE HASH-STRUTHERS	25,000.00
	PROV-DELLA LINK IRA	31,000.00
	KENNETH LOUCK	50,000.00
	BRADLEY PETERSEN	50,000.00
	ALAN & ANDREA SCHOEN REVOCABLE TRUST	35,000.00
	EVERETTE & MARLENE GOODWYN LIVING TRUST 07/11/03	25,000.00
	JAY & ALYSE MILLER LIVING TRUST 06/04/14	100,000.00
	ROSE FEILNER	50,000.00
	PROV-IRENE OLIN IRA	28,586.00
	CAROL FONTANESE	100,000.00
	JOHN WEBER	130,000.00
	STEVEN & SHARON KOZAK	32,000.00
	ROGER & BETTY WISNER	25,000.00
642 SAINT CLOUD, LOS ANGELES, CA - DEV	ERIC HUANG	25,000.00
	WILLIAM WORST JR	30,000.00
	WILLIAM MILES	50,000.00
	TOMMYE GAYLER	55,000.00
	CHALLIS FORD	70,000.00
	HERSHEY & FRED A BOWERS	100,000.00
	LYNDA LILLY	37,000.00
	ROBERT & NORMA ROWE	1,000,000.00
	JAMES HAMM	100,000.00
	MAINSTAR-RUSSELL MOSLEY	37,315.95
	PROV-THOMAS HEGER IRA	49,500.00
	IRA SVC-TERESA HORNFECK	57,000.00
	PROV-KIM ONESKO IRA	50,000.00
	CHARLES & ROSE DUNLAP	25,000.00
	DONALD HAZELTON & CONNIE FREED	25,000.00
	LUIS JARAMILLO	100,000.00
	WILLIAM KNUPP	50,000.00
	PROV-RICHARD GAWLIK IRA	114,550.00
	PROV-RICHARD WIRKUS IRA	55,000.00
	PROV-DOUG ONESKO IRA	55,750.00
	PROV-SYLVIA MANNING IRA	99,000.00
	MAINSTAR-ANNA SHAVER	180,000.00
	MARY HORNBAKER	150,000.00
	ROBERT & DAWN SHARKEY	50,000.00
	PROV-DWAUNE JONES IRA	100,000.00
	RACHELLE GEISSLER	133,385.40
	JARA GROUP II LLC	42,935.00
	PROV-DEAN GEILENKIRCHEN IRA	25,570.00
	MICHAEL TAYLOR	25,000.00
	JOSEPH & FRANCINE SPANIAL	25,000.00
	PROV-PENNY FRAZIER IRA	44,000.00
	NANCY TAYLOR	80,000.00
	MAINSTAR-SHAYNE MICKELS	32,000.00
	CRAIG OSBORNE	30,000.00
	DAVID & PEGGY HOLMES	100,000.00
	DAVID DAVIS	150,000.00
	KEITH JOHNSON	60,000.00
	IAIN BARCLAY	25,000.00

	CAROL LECHMAN LIVING TRUST 08/12/91	500,000.00
	MAINSTAR-DAVID MILLER	100,000.00
	JHARNA DE	83,000.00
	PROV-GAIL AKARD IRA	120,000.00
	IRA SVC-JAMES YOUNG	27,300.00
	IDA HILL	140,000.00
	WALTER THOMPSON	50,000.00
	MARJORIE DIRKSEN	30,000.00
	CHALLIS & CARLENE FORD	100,000.00
	MORINE CARTER	50,000.00
	SHIRLEY STAHL	65,000.00
	ROSALINE LEE	100,000.00
	RONALD MOORE	100,000.00
	WILMA KEOWN	192,854.78
	MYAH ALI	75,000.00
	JEFF FORD ENTERPRISES INC	200,000.00
	LANITA & SAMUEL PETRE	50,000.00
	SAMUEL & LOIS PETRE	150,000.00
	MICHELLE DOYLE	50,000.00
	DENNIS SHAW TRUST 08/07/97	270,000.00
	TYRUS & WENDY BARNES	60,000.00
385 TROUSDALE PLACE (TWO), BEVERLY HILLS, CA - SENIOR	ALEXANDRA AYERS	34,351.00
	AUSTIN M FRISHMAN REVOCABLE LIVING TRUST	25,000.00
	JACK JACOBY	100,000.00
	STEVE GOLDFINGER	100,000.00
	MAINSTAR-DENNIS SEALEY (1 OF 2)	150,000.00
	JEFFREY & PATRICIA HOLMES	50,000.00
	MAINSTAR-MACLOVIA BLAKLEY	149,000.00
	MAINSTAR-WILLIAM BARRAUGH	145,000.00
	PROV-JANIS HOWELL IRA	100,000.00
	MAE & KIN LEONG	50,000.00
	VAL PECO	25,000.00
	MAINSTAR-SUSAN GLIEBE	76,000.00
	IRA SVCS-WOODROW WILSON	125,000.00
	HELENE WOLFLEY & RICHARD DIRICCO	25,000.00
	CHRISTINE PASSIGLIA	50,000.00
	THE GULDEN TRUST 12/18/90	100,000.00
	CLAY BOOTHE	27,000.00
	MAINSTAR-MICHAEL THRANE	31,956.87
	SATYA MALLICK	50,000.00
	MAINSTAR-DENNIS SEALEY (2 OF 2)	150,000.00
	STEPHEN SWAFFORD	50,000.00
	R THOMAS & CHRISTINE IRWIN REVOCABLE TRUST	50,000.00
	MAINSTAR-PHILLIP POWELL	50,000.00
	KENT KELLERSBERGER	25,000.00
	MAINSTAR-GUANG MA	73,921.25
	LOUIS & GERALDINE HUNTEMAN	30,000.00
	ARMOND MINCEY	25,000.00
	JEFFREY & MERI LU MILLS	60,000.00
	THE BADER TRUST 02/01/17	100,000.00
	MAINSTAR-TERRI WALKER	41,570.37
	ROBERT HOFFMAN	40,000.00
	JAMES BARON T/O/D	100,000.00
	FLORENCE & DOUGLAS NESAW	50,000.00
	FREDERICK & DONNA WILLIS	50,000.00
	JAMES & LORRAINE SHINDLER	50,000.00
	MARK & MAGDALENA DYSLIN	50,000.00
	RONALD SPRENGER	200,000.00
	DEBORAH MIELKE	25,000.00
	C JOAN & MARK ANDERSON	175,000.00
	LEONARD & SANDRA CAMERON	559,013.00
	GAIL BOUSUM	25,000.00

	KARIN SCOTT TRUST AGREEMENT 05/22/12	50,000.00
	JOSEPH & JOAN HAWKINS	200,000.00
	ALFRED STEEN	100,000.00
	THE PORTER FAMILY TRUST	25,000.00
	RICHARD & LINDA CHELTEN (1 OF 2)	43,892.08
	BEN KOZAK	25,000.00
	DOUGLAS MCCLINTIC	50,000.00
	ROBERT & KAREN SCHROER	200,000.00
	CAROLINA CRETELLA	100,000.00
	DOREEN LADE	50,000.00
	MUCKOM TRUST 08/08/16	50,000.00
	IRA SVC-CAROL HOFMANN	177,500.00
	CONRAD & ELLEN HAUG	50,000.00
	MAINSTAR-ATAOLLAH ALEM	31,884.00
	RICHARD & LINDA CHELTEN (2 OF 2)	63,999.65
	MAINSTAR-JOHN PALSHA	66,459.45
	PROV-ANDREA BARRY IRA	30,000.00
	BEATRIZ HUBER & DEBORAH KURUPAS	50,000.00
	HORIZON-CLIFTON VALLEY TRAD IRA	50,000.00
	CHRISTOPHER POFFEL	50,000.00
	PROV-MYRON THOMPSON IRA	60,000.00
	PROV-JAMES JANIESCH IRA	65,000.00
	MERVIN & MARY HUMPHRIES	50,000.00
	JOAN WHITEHEAD IRREVOCABLE TRUST	40,000.00
	RICHARD & JANET GRONEMEYER JOINT TRUST AGREEMENT	63,000.00
	TSUN-SEN & MITZI FU	100,000.00
	SASSER TESTAMENTARY TRUST FOR VALERIE CATHERS 11/02/15	85,000.00
	PROV-DAVID HOUSER IRA	50,000.00
	GREGORY & CAROL THOMPSON	100,000.00
	GLEN & DIANE PRINCE	25,000.00
	SUSAN BILLS	25,000.00
	MAINSTAR-FRANK BOLON	220,265.27
	LEIAH KITARE	25,000.00
	BONNIE HASH-STRUTHERS	40,000.00
	LAUREN WEST TRUST 12/11/12	100,000.00
	OASIS LODGE NO 41 F&AM	30,000.00
	PAUL BRAND	25,000.00
	PROV-KENNETH HOLBROOK IRA	100,000.00
	CHUCK RASBACH	100,000.00
	STAN & DELILA LUMBARDY	50,000.00
	MAINSTAR-BOBBY MCDONALD	119,903.54
	DAVID & BARBARA EVERS	100,000.00
	FRANK GRIFFIN JR	100,000.00
	MARIANNE & JOHANNES KLAFFKE	25,000.00
	CLIVE & MAXINE PETERS	50,000.00
	ISRAEL & NILDA DIAZ	25,000.00
	JAMES & DIANE WAHL	30,000.00
	MAINSTAR-LUCRICIA JONES	35,300.77
	MAINSTAR-GLEN JONES	31,504.00
	ELIZABETH LOMBARDO REVOCABLE TRUST	160,000.00
385 TROUSDALE PLACE (TROUSDALE TWO), BEVERLY HILLS, CA - DEV	KENNETH & ALEEN STANTON	50,000.00
	MONGE FAMILY TRUST 02/25/10	50,000.00
2492 MANDEVILLE CANYON, BRENTWOOD, CA - SENIOR	ALFRED ORTENZO REV TRUST	100,000.00
	MIKE & COLLEEN CHRISTENSEN	218,000.00
	ETHEL MARTIN	55,000.00
	RONALD JEFFREY	35,000.00
	VAL & TAMARA PECO	100,000.00
	CYNTHIA MARTINEZ & ROBERT BEUTLER	67,000.00
	CONRAD & JODY HARBUCK	90,000.00
	DORIS MCELWEE LIVING TRUST	25,000.00
	EDINA ALLEN	100,000.00

	ELETERIOS & SANDRA KONSTANTINIDIS	50,000.00
	FAMILY TRUST OF AINA FAE BARRY	75,000.00
	JANINE RIOUX & REX LAMEW	50,000.00
	LAURENCE WINGATE II	25,000.00
	NORM MEIER	100,000.00
	ABRAHAM & HILARY WOLF	50,000.00
	CURTIS & SHARON AYERS	80,000.00
	LOGAN & SARRAH NOLAN	40,000.00
	PROV-KATHRYN DISSELER IRA	64,777.00
	DEIRDRE & BENJAMIN FERNANDES	75,000.00
	LOLA HASSELQUIST	25,000.00
	WILLIAM & KAREN NUGENT	300,000.00
	SUVARCHALA SOMAYAJULA	25,000.00
	PANORAMA VILLAGE OF HEMET INC	200,000.00
	LOUISE C FAIVRE	100,000.00
	HORIZON-MARTHA DEUSTCH IRA	75,826.00
	MICHAEL ROCKS	70,000.00
	DAVID & BETH SJAASTAD	100,000.00
	PROV-JORDAN NAKATSUKA IRA	47,000.00
	RONALD PINCOUS REVOCABLE TRUST	100,000.00
	PROV-MARK BAKER IRA	25,000.00
	ALVIN & MARTHA WENDEL	30,000.00
	JOHN MEDEIROS TRUST 05/05/16	100,000.00
	GOLDER-POTTKOTTER POST 6515	30,000.00
	GLORIA CHERELSTEIN	25,000.00
	WAMPLER LIVING TRUST	50,000.00
	MARCIA FEDERER	75,000.00
	D KEVIN & MARTHA HASTING JOINT REVOCABLE TRUST	50,000.00
	NORMA WEINER LIVING TRUST 11/13/13	100,000.00
	DUWAYNE & BARBARA KUEHN	100,000.00
	RICHARD HELLER	100,000.00
	GLORIA & FREDERICK FINE	25,000.00
	PROV-RENEE NORTON IRA	30,000.00
	PROV-CHARLES FRONTERA IRA	137,856.00
	PROV-WILLIAM HARDEE IRA	160,000.00
	PROV-MONICA REIFFER IRA	53,000.00
	HARMON FAMILY REVOCABLE FAMILY LIVING TRUST	25,000.00
	KENNETH & SHIRLEY RAMMEL	25,000.00
	PROV-EILEEN BANCROFT IRA	51,854.00
	IRA SVC-JOHN PLAISTED	100,000.00
	ALAN & RUTH MAICKI	40,000.00
2492 MANDEVILLE CANYON, BRENTWOOD, CA - DEV	LAURA STERN & LARA POSNER-LEMONS	50,000.00
	MAINSTAR-DONALD PIERCE	85,900.00
	MAINSTAR-DAVIN LEBOEUF	200,000.00
1011 HILLCREST ROAD, BEVERLY HILLS, CA - SENIOR	SIDNEY GELLER TRUST	700,000.00
	ALISON BEVER	100,000.00
	ELIZABETH BOTCHIS & JENNIFER HAWTHORNE	50,000.00
	REBECCA GRITTON & DEBORAH FERRIN	25,000.00
	RICHARD FRESHWATER	50,000.00
	VERLE & NORMA PYLE TRUST 07/11/83	100,000.00
	BRIAN & MARY DISCHLER	250,000.00
	RICHARD & NANCY CAMPOLO LT 03/04/04	100,000.00
	BETTY & BERNARD BUFFORD	30,000.00
	KENNETH & EMMA SATTLER	100,000.00
	LINDA & TIMOTHY NORDMAN	100,000.00
	PROV-JUDITH POLEY IRA	70,000.00
	MERRILY & MARINO CASSINA	30,000.00
	MLG FARMS INC	50,000.00
	CHARLES COOPRIDER	100,000.00
	CHARLES & MARY ANN MCDERMAND	200,000.00
	EDWIN & SANDY WILLIAMS	25,000.00

	IRA SVC-CHERYL PIRTLE	42,000.00
	MAINSTAR-JOHN MONTES	180,000.00
	MAINSTAR-ROSEANN ALVAREZ	40,000.00
	PROV-LINDA NORDMAN IRA	139,000.00
	CHASE FINANCIAL LLC	100,000.00
	JEFFREY TABIN	50,000.00
	LYNNE FRIEND	200,000.00
	MARTIN DUMLER	25,000.00
	NORMA & JAMES MIKKELSEN	25,000.00
	LINDA & JOHN SUTTON	110,000.00
	RANDY BOTWINICK	125,000.00
	GERALD ROY	220,000.00
	LINDA DONAHOE	25,000.00
	MAINSTAR-JUDITH SHERMAN	40,431.00
	MAINSTAR-STEVEN WEISZ	40,000.00
	MICHAEL WEINER MD PROFIT SHARING PLAN (1 OF 2)	250,000.00
	MICHAEL WEINER MD PROFIT SHARING PLAN (2 OF 2)	326,000.00
	LINDA BURTON	25,000.00
	MITCHELL & VICTORIA JOHNSON	50,000.00
	SHARLA & ROY FLYNN	25,000.00
	SARA MARSHALL	500,000.00
	PROV-SANDRA BARNES IRA	24,500.00
	PROV-KLAUS GERSDORF IRA	100,250.00
	MICHAEL & MARY MIRANDA	200,000.00
	PROV-MICHAEL DELEO IRA	95,000.00
	PROV-GAYLE REIFFER BRUGGINK IRA	100,000.00
	WILLIAM BOWEN	60,000.00
	RICHARD VALDEZ	25,000.00
	PROV-KELLIE HEIER IRA	99,750.00
	PROV-JANE BENDER IRA	26,000.00
	WILLIAM MCNINCH	25,000.00
	FREDRICK KRUEGER TRUST 11/23/99	100,000.00
	CLEO & MERVIN TCHIDA	25,000.00
	BENTLEY FAMILY HOLDINGS LLC	100,000.00
	LEWIS & ERNA DRAPER	50,000.00
	JOHN & SUSAN BARTO	50,000.00
1011 HILLCREST ROAD, BEVERLY HILLS, CA - DEV	NONE	
633 FOOTHILL ROAD, BEVERLY HILLS, CA - SENIOR	JOHN & JOAN RILEY REV TRUST 11/07/94	75,000.00
	NORMAN LONG	100,000.00
	PAMELA MIDDLETON	40,000.00
	ROBERT MILLER	35,000.00
	THOMAS YASENSKY	50,000.00
	ALAN MORGAN	350,000.00
	DIANE SHEPARD	50,000.00
	GINNY COYLE	25,000.00
	JARA GROUP II LLC	50,000.00
	THE BETH BARBER LIVING TRUST 12/01/97	130,000.00
	LEILA & JEFFREY PEPPERS	25,000.00
	MAURICE & THELMA NELSON	100,000.00
	MITCHELL & VICTORIA JOHNSON	50,000.00
	NELDON & ANNA WATSON REV LIV TRUST 09/07/10	100,000.00
	ROBERT & BRADLEY BODINE	250,000.00
	ALLEN SHOEMAKER	100,000.00
	JOHN HART	25,000.00
	MAINSTAR-JOHN PRIOLETTI	163,000.00
	MAINSTAR-JOHN RILEY	78,000.00
	MAINSTAR-MYRA RYE-MYERS	37,000.00
	MAINSTAR-RICHARD MARSTON	75,300.00
	MAINSTAR-SANDRA GLUPKER	229,000.00
	MARINO & MERRILY CASSINA	80,000.00
	ELIZABETH BOTCHIS & JENNIFER HAWTHORNE	50,000.00

	GREGORY & JANE HOMAN	50,000.00
	JENNIFER HAWTHORNE & ELIZABETH BOTCHIS	50,000.00
	JULIA DENISON	50,000.00
	MANJULA KAPADIA	150,000.00
	MARIA & MIGUEL TABLADILLO	30,000.00
	MARY & WALTER ROLLERSON	100,000.00
	CHRISTOPHER POFFEL	50,000.00
	MYLES RUSCHE	50,000.00
	W MICHAEL & KAREN MICELE	25,000.00
	PROV-JOHN SIEGLER JR IRA	65,500.00
	LOIS BOLYARD	49,000.00
	VINCENT & HILDA ZOFREA	50,000.00
	JOHN SIEGLER JR	100,000.00
	MARY BAAR	50,000.00
	BRIAN LITT	50,000.00
	BOB STAHLER	40,000.00
	GARY ARNDT	100,000.00
	FRED & DOYLENE TAYLOR	100,000.00
	ROY & MARTHA JONES	100,000.00
	CAROL LAMBERT & ANDREA DARWENT	100,000.00
	MAINSTAR-WANDA CAUDILL	182,570.50
	DAVID DERRICK	100,000.00
	JOHN TAPLEY	50,000.00
	MAINSTAR-DEBBIE LIKENS	25,000.00
	MAINSTAR-PAMELA MILLS	54,400.00
	JOHN G & SHIRLEY A SMITH	150,000.00
	MARK A BOOR	25,000.00
	JOAN & ROGER L OZINGA	25,000.00
	PROV-LILIAN PELTZ-PETOW IRA	25,215.00
	PATRICIA POLLARD	85,000.00
	ROBERT & CHERYL SCHLAGE	100,000.00
	LOIS SHANK	53,000.00
	IRA SVC-EUGENE SCHOOLS	35,000.00
633 FOOTHILL RD, BEVERLY HILLS, CA - DEV	STEVE & SHERRY CARTER	75,000.00
	IRA SVC-ROY DAUGHERTY	25,000.00
	WALES & JOAN BEATY	100,000.00
1 ELECTRA COURT, LOS ANGELES, CA - SENIOR	JEFFREY & COLLEEN BARKLEY	50,000.00
	ANTHONY WINTER	25,000.00
	BRUCE & TREVA BREMNER	100,000.00
	CAROL BERGLUND LIVING TRUST 03/31/16	100,000.00
	CHARLES VANFOSSON	30,000.00
	ELLEN FUENTES REVOCABLE LIVING TRUST	100,000.00
	JAMES HAEN	50,000.00
	KEITH BERGLUND LIVING TRUST 03/31/16	100,000.00
	MANFRED HEIPP	50,000.00
	RICHARD KOHLER REVOCABLE LIVING TRUST	100,000.00
	VELMA NIELSEN	50,000.00
	ADAM LENTNER	100,000.00
	ANGELA BAGLIONE-MANLEY	25,000.00
	ARLO & JEAN BAUMGARN	25,000.00
	DAVID & SANTA ANDERSON	25,000.00
	DIANE CONAWAY	30,000.00
	EDWARD QUINN	60,000.00
	GIUSEPPE & ROSA ISGRO	25,000.00
	JOSEPH PERFETTO	100,000.00
	LORI KOBETITSCH	43,000.00
	MICHAEL WEINER MD PA PROFIT SHARING PLAN	500,000.00
	ROBERT GLASS JR	25,000.00
	SANTA & DAVID ANDERSON	25,000.00
	BETSY HADDOCK & KIMBERLY BRADY	80,000.00
	IVAN GOLDBERG	25,000.00

JENNIFER WEITZMAN	100,000.00
KAREN KNUDSEN	70,000.00
KARLA SCHMIDT COMMINS TRUST	200,000.00
KATHLEEN MINKUS	350,000.00
MARY E STRICKLAND & ARMOND MINCEY	50,000.00
ROGER & ANITA PARADAY	50,000.00
THE BETTY VEATCH TRUST 06/21/12	75,000.00
THE DON MORGAN TRUST 03/25/17	25,000.00
THE KAREN PAYNE LIVING TRUST 12/28/06	50,000.00
ANN FORD REVOCABLE TRUST	650,000.00
CHRISTINE LIVINGSTON	25,000.00
DAVID CRAMER	50,000.00
DEIRDRE & BENJAMIN FERNANDES	148,000.00
KATHLEEN CARLON FAMILY TRUST	100,000.00
MERVYN & JEAN ANDERSON	50,000.00
PROV-JO CULLIGAN IRA	25,000.00
PROV-LORI KOBETITSCH IRA	22,824.56
PROV-MARILYN SULLIVAN	46,975.00
ROGER BECK	100,000.00
THE EXCEL REVOCABLE TRUST 05/01/06 E GARVIN GRANTOR	50,000.00
ADRIAN & DREANA AIU	100,000.00
COLUMBUS MEDICAL EQUIPMENT INC	500,000.00
DALE & KATHRYN WIDEMAN	50,000.00
GARLAND OLESEN	25,000.00
HARRIS & MARION FREEMAN	100,000.00
HARVEY & MARY WRYNN	30,000.00
JOHANN LORIDON	100,000.00
JUDY & GERALD JENISCH	25,000.00
VITA DIPOLITO IRREVOCABLE TRUST	50,000.00
BENJAMIN & AARON NIEDBALSKI	100,000.00
DOLLY KELEPECZ	75,000.00
DONALD FREYTAG	30,000.00
HELEN & CHARLES CADDICK	100,000.00
JOHN & KRISTINA ROSER	50,000.00
JOHN ARCHIMEDE	25,000.00
JOHN & WILMA REBUCK	100,000.00
JOYCE KLINE	45,000.00
JULIANNE BOLTZ	25,000.00
LARRY DUHON	50,000.00
MARLENE GREEN	50,000.00
MICHAEL & LESLY BLEND	50,000.00
SUNWEST-RUTH VAUGHT IRA	200,000.00
THE FLAX FAMILY REVOCABLE TRUST 07/27/95	100,000.00
THE MORRILL FAMILY TRUST	25,000.00
ANITA LEE	25,000.00
BRUCE & LINDA KING	250,000.00
DR PATRICK BERRYHILL TRUST 03/01/66	25,000.00
HERBERT FINNELL & GEORGEANNE BROWN	25,000.00
IRA SVC-BARBARA SPESSARD	27,200.00
JOHN BROWN	50,000.00
LINDA FORBES	25,000.00
MAINSTAR-RAMONA ROBINSON	60,000.00
MAINSTAR-STEVEN WALGREN	150,000.00
MARIE KEEFER	25,000.00
MARILYN SCHUSTER	120,000.00
ROGER & LAURIE SHOEMAKER	55,000.00
VIRGILIA GILAM	40,000.00
ANGELA CANNADA	25,000.00
CAROLINA CRETELLA	100,000.00
CHRISTOPHER KIRRIE	100,000.00
JAMES & GERALDINE LINDSAY	50,000.00
JOSEPH SILVA	50,000.00
LEE BOWERS	65,000.00

	LEO & NORMA O'REILLY	25,000.00
	RICHARD BOWEN	50,000.00
	TRONG PHAM & HOA NGUYEN	100,000.00
	VINCENT, MERCEDES, & PATRICK ENRIQUEZ	515,000.00
	VIRGINIA & ALLAN WHEELER	50,000.00
	CATHY SHOTZBERGER	25,000.00
	CLIFFORD ALBERTSON REV LVG TRUST	50,000.00
	DAVID ASHWORTH REVOCABLE LIVING TRUST	100,000.00
	DOUGLAS KELLER 08/23/84 TRUST	70,000.00
	GAYLYNN MORTENSEN	80,864.00
	MARTHA GRANDES	50,000.00
	MARY E AGREN LIVING TRUST	180,000.00
	PHYLLIS OWEN & DANIEL TIBBETS	40,000.00
	SUSAN BOUDREAUX	50,000.00
	WILLIAM BRYAN OWEN	25,000.00
	ALFRED NAI	30,000.00
	APRIL BROCKSON	200,000.00
	FLORENCE MARKGRAF REVOCABLE LIVING TRUST	250,000.00
	LESTER & TERRI KYLE	20,000.00
	MAINSTAR-STEVEN BEASLEY	59,595.96
	NANCY THOMAS	200,000.00
	SUSAN RUSSELL	70,000.00
	BRAD THOMPSON	30,000.00
	DON & CHERYL GABBITAS	100,000.00
	HELEN FARRIOR	25,000.00
	KAMELA MOHS & SHANNON HEMME	50,000.00
	MAINSTAR-CHARLES VAN FOSSON	161,507.00
	MAINSTAR-DIANE F CHONO	41,500.00
	MAINSTAR-KATHLEEN DEFORD	68,500.00
	PROV-CHRISTY IVEY IRA	60,000.00
	ROSALIE WISELY	100,000.00
	SUSAN MCCOY	28,000.00
	MAINSTAR-ESFIR VOLENBERG INHERITED IRA	335,500.00
	MAINSTAR-LINDA PERRY	25,500.00
	MAINSTAR-SAMUEL PERRY SR	25,500.00
	MAINSTAR-SANDRA HARRIS	25,000.00
	MAINSTAR-SHARON MROZ	52,430.13
	MAINSTAR-SUSAN GILLEN	100,000.00
	PETER & JUDITH CARAVELLA	200,000.00
	PROV-MARCINE TRAVIS IRA	69,992.00
	PROV-MUHAMMAD RAHMAN IRA	100,000.00
	PROV-RANDY HANSEN IRA	48,768.32
	PROV-RICKY VINSON IRA	351,134.74
	PROV-STEPHEN DEHNERT IRA	59,500.00
	THOMAS NEESER	25,000.00
	RITA MAVITY	25,000.00
	PROV-WILLIAM COX IRA	218,800.00
	MAINSTAR-PATRICK ENRIQUEZ	485,000.00
	MAINSTAR-DAVID BURT	471,000.00
	LINDA HUGHES REVOCABLE TRUST 01/15/04	120,000.00
	JOHN & LYNN HODGE	125,000.00
	JAMES TOLSON JR	60,000.00
	HORIZON-DAVID RICH SEP IRA	74,400.00
	CELIA ADAMS	25,000.00
	MAINSTAR-BYRON CROMER	75,000.00
	MAINSTAR-JEREMY CORDONNIER	41,807.33
	MAINSTAR-VICKI FIRESTACK	25,716.00
	MAINSTAR-LINDA WILLIAMS	155,000.00
	MAINSTAR-MICHELE GALE	33,414.00
	IRA SVC-MICHAEL LIPSITZ IRA	220,000.00
	PROV-CHERYL MACEY IRA	100,000.00
	PROV-REBA CASLER IRA	124,000.00
	PROV-REBA CASLER ROTH IRA	28,000.00

	PROV-CRAIG JOYNER IRA	80,000.00
	MAINSTAR-BARBARA SUTTER	49,000.00
	PROV-DEAN BARNEY IRA	42,500.00
	KENT & PATRICIA FLETCHER	50,000.00
	THE WEARLEY FAMILY TRUST	53,000.00
	NANTANAPORN ENGBRECHT	30,000.00
	JEFFREY & THERESA WILKINSON	30,000.00
	AW FIELD LIVING TRUST 07/10/09	100,000.00
	FIELD TRUST B 03/16/09	100,000.00
	DAVID HENNESSEE	100,000.00
	BARBARA PAYNE	25,000.00
	ROBERT INOUE	25,000.00
	ROBERT & JACQUELINE BODELIN	50,000.00
	RANDAL & KRISTINE ULLMER	25,000.00
	JAMES & CHARLOTTE FARLEY	250,000.00
	KATHLEEN WATSON	150,000.00
	PROV-GEORGE GREEN IRA	271,500.00
	TREVOR LUKE	50,000.00
	WILLIAM & ELIZABETH JUE	50,000.00
	PROV-DAVID DAMON IRA	50,000.00
	PROV-EDWARD VANCE IRA	50,000.00
	PROV-GARY FITE IRA	300,000.00
	PROV-ROBERT GROSS JR IRA	40,400.00
	PROV-SUSAN SELLERS IRA	71,000.00
	RICHARD & CAROL ENSLOW	100,000.00
	JULIAN AGUINALDO	25,000.00
	DEE TROYER	100,000.00
	PAUL ONNINK LIVING TRUST 09/26/07	100,000.00
	RON GRAHAM	25,000.00
	PATRICK & SUSAN HASLAM	75,000.00
	ROBERT JONES	100,000.00
	THE NUNEZ TRUST 06/15/96	30,000.00
	KENT & BEVERLY KELLERSBERGER	25,000.00
	ALAN MCCARTHY	50,000.00
	ELDA ROSCOE-GUSTAFSON	25,000.00
	ADVANTA SVC-ANGELA ROBINSON IRA	50,000.00
	IRA SVC-JAMES MACE	46,000.00
	MAINSTAR-JOHN CANTLIN	118,000.00
	THE FRED & ANN HANSEN FAMILY TRUST	25,000.00
	MAINSTAR-BARRY BOSLEY	25,000.00
	RUBEN JR & RITA NOEL	100,000.00
	MAINSTAR-JESSICA CLIFTON	116,500.00
	PEDRO & DAISY TREJO	100,000.00
	W R LEMONS IRREV SUBTRUST # 2 FBO LAURA COPELAND	50,000.00
	ALAN MAYEDA	50,000.00
	LARRY MCKINNEY	30,000.00
	MAINSTAR-GAYLYNN MORTENSEN	111,017.40
	MAINSTAR-KENNETH FLITTON	64,608.89
	MAINSTAR-KENT KELLERSBERGER	73,024.01
	MARIPAZ BRAGADO	50,000.00
	MARK SCHABO	25,000.00
	OLIVER & SHARON ZIEMANN	75,000.00
	PEGGY SMITH	35,000.00
	DARLENE CETOLA PA	50,000.00
	IRA SVC-MICHAEL LIPSITZ ROTH IRA	22,000.00
	MAINSTAR-PAULA WILLIAMS ROTH IRA	31,291.97
	MYRIAM ALONSO	25,000.00
	RODNEY DOCKEN	35,000.00
	ROSEMARY HARRISON	25,000.00
	BARBARA LAGUD	25,000.00
	JAMES & LINDA KIRKENDALL	25,000.00
	MARGARET MICHAEL	30,000.00
	STEPHEN & ZOILA THOMPSON	100,000.00

	ZACK BOMSTA	250,000.00
	DARLENE DONATELLI	50,000.00
	JAMESPAUL LIMATO	185,000.00
	BRANDON LAWRENCE	35,000.00
	MAINSTAR-TERI MAGNOTTI	272,000.00
	MILAGROS BRAGADO	150,000.00
	SARAH CLINE & BRUCE DUBOIS	80,000.00
	BERNARD & CECILE TOBIN	65,000.00
	DAVID & BRENDA LANDWEHR	90,000.00
	DOROTHY PERRY	132,923.00
	PROV-JAMES SANDY IRA	157,480.28
	HASSAN BOROUJERDI MD INC DEFINED BENEFIT PLAN TRUST	250,000.00
	ERMELINDA GUTIERREZ	25,000.00
	DAVID BAKAY	40,000.00
	THOMAS & LINDA PATTON	35,000.00
	CHARLES HARDISON JR & LIXIA ZHENG	50,000.00
	JACK & ROSE KILE	225,000.00
	BLACK FAMILY REVOCABLE TRUST 05/05/04	60,000.00
	AIDEN PROPERTIES LLC	50,000.00
	JOYCE BURCKHOLTER	50,000.00
	VICKI ALMEIDA	46,000.00
	ROBERT OSTENDORFF JR & SHIRLEY COOPER	50,000.00
	MAINSTAR-ANDREA FARNSWORTH	67,325.15
	CANDICE GILLEN	50,000.00
	EUGENIA WEAVER REVOCABLE TRUST	50,000.00
	ELIZABETH CRUZ	50,000.00
	PROV-ROBERT REGNER IRA	27,000.00
	LORRAINE & WAYNE KELLY	25,000.00
	ALAN & DESIREE BAKER	200,000.00
	REBECCA MICHAELS	50,000.00
	DUWAYNE & BARBARA KUEHN	100,000.00
	CHARLES BICHT JR	15,000.00
	JENNIFER BICHT	15,000.00

Exhibit D

Adequate Protection Property

Owlwood Estate, 141 South Carolwood, Holby Hills, Los Angeles, California

EXHIBIT 2

DIP COLLATERAL

SCHEDULE 7.3.1
to
Senior Secured Debtor in Possession Loan and Security Agreement

SCHEDULE OF REAL ESTATE COLLATERAL
(AND LEGAL DESCRIPTIONS)

Properties										
#	Code	Address	City	State	ZIP	Purchase Date	Purchase Price	Status	% Complete	As Is Value
1	PD74	642 N. St. Cloud	Bel Air	CA	90077	12/15/2016	\$18,200,000	Demo'd	3%	\$18,200,000
2	PD41	9212 Nightingale Drive	Los Angeles	CA	90069	1/15/2016	\$13,200,000	Residence	0%	\$14,000,000
3	PD73	385 Trousdale Place	Beverly Hills	CA	90210	12/15/2016	\$10,500,000	Residence	0%	\$10,500,000
4	PD72	375 Trousdale Place	Beverly Hills	CA	90210	11/15/2016	\$8,400,000	Residence	0%	\$8,400,000
5	PD28	9230 Robin Drive	Los Angeles	CA	91423	2/15/2016	\$9,000,000	Demo'd	0%	\$9,000,000
6	PD105	1 Electra Court	Los Angeles	CA	90046	6/15/2017	\$28,280,000	Residence	0%	\$28,280,000
7	PD100	2492 Mandeville Cyn	Brentwood	CA	90049	6/15/2017	\$6,300,000	Residence	0%	\$6,300,000
8	PD85	7870 Granito	Los Angeles	CA	90046	12/15/2014	\$2,462,500	Raw Land	0%	\$4,000,000
9	PD03	1258 Lago Vista	Beverly Hills	CA	90210	4/28/2015	\$5,925,000	Residence	0%	\$6,500,000
10	PD101	633 N Foothill Rd	Beverly Hills	CA	90210	7/15/2017	\$7,600,000	Residence	0%	\$8,000,000
11	PD37	24055 Hidden Ridge Road	Hidden Hills	CA	91302	1/15/2016	\$4,755,000	Develop	27%	\$6,000,000
12	PD51	810 Sarbonne	Bel Air	CA	90077	4/15/2016	\$6,500,000	Residence	0%	\$10,000,000
13	MR	2600 Hutton	Beverly Hills	CA	90210	5/1/2016	\$4,000,000	Demo'd	0%	\$4,000,000
14	PD40	1520 Carla Ridge	Beverly Hills	CA	90210	2/15/2016	\$7,200,000	Demo'd	0%	\$8,500,000

#	Code	Address	City	State	ZIP	Purchase Date	Purchase Price	Status	% Complete	As Is Value
15	PD56	1484 Carla Ridge	Beverly Hills	CA	90210	5/15/2016	\$9,500,000	Demo'd	3%	\$12,500,000
16	PD38	25210 Jim Bridger Road	Hidden Hills	CA	91302	1/15/2016	\$2,900,000	Develop	11%	\$4,000,000
17	MR	3802 Hollyline Ave.	Sherman Oaks	CA	91423	4/1/2014	\$1,499,000	Raw Land	100%	\$1,500,000
18	MR	1241 Loma Vista	Beverly Hills	CA	90210	4/14/2015	\$5,200,000	Demo'd	0%	\$6,500,000
19	PD18	8692 Franklin	Los Angeles	CA	90069	10/10/2014	\$1,400,000	Demo'd	0%	\$1,500,000
20	PD99	1011 N. Hillcrest Road	Beverly Hills	CA	90210	1/15/2017	\$9,500,000	Residence	0%	\$10,500,000
21	MR	1962 Stradella Road	Los Angeles	CA	90077	7/1/2015	\$2,600,000	Done December 17, 2017	0%	\$3,200,000
22	MR	15655 Woodvale Drive	Encino	CA	91436	5/1/2015	\$1,800,000	Not on Market	100%	\$2,300,000
23	MR	3843 Hayvenhurst Ave	Encino	CA	91436	8/14/2014	\$1,035,000	Done this month	100%	\$1,600,000
24	MR	4030 Madelia Ave	Sherman Oaks	CA	91403	10/25/2014	\$1,325,000	Raw Land	0%	\$1,500,000
25	PD39	25211 Jim Bridger Road	Hidden Hills	CA	91302	1/15/2016	\$3,100,000	Develop	30%	\$3,875,000
26	MR	1312 Beverly Grove Pl	Beverly Hills	CA	90210	8/1/2014	\$3,100,000	On Market	0%	\$4,700,000
27	PD50	1357 Laurel Way	Beverly Hills	CA	90210	7/15/2015	\$6,300,000	Develop	36%	\$8,000,000
28	PD32	1432 Tanager	Los Angeles	CA	90069	12/15/2015	\$8,900,000	Develop	2%	\$12,000,000
							\$190,481,500		15%	\$215,355,000