

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

In re:

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

Debtors.

Chapter 11

Case No. 17-12560 (KJC)
(Jointly Administered)

Further Interim Hearing: December 21, 2017, at 9:00 a.m. (ET)
Objection Deadline: December 20, 2017, at 12:00 noon (ET)

Final Hearing: January 10, 2018, at 10:00 a.m. (ET)
Objection Deadline: January 3, 2018, at 4:00 p.m. (ET)

Ref. Docket Nos. 22 and 59

**NOTICE OF ENTRY OF INTERIM DIP ORDER AND
FURTHER INTERIM AND FINAL HEARINGS ON PROPOSED DIP FINANCING**

PLEASE TAKE NOTICE that, on December 4, 2017, Woodbridge Group of Companies, LLC and its above-captioned affiliated debtors and debtors in possession (collectively, the “Debtors”) filed the *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* [Docket No. 22] (the “Motion,” a copy of which is attached hereto as Exhibit I).² Pursuant to the Motion, the Debtors request, among other things, authority to obtain up to \$25 million in financing on an interim basis and \$100 million in financing on a final basis.

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion was held on December 5, 2017, after which the Court entered an order granting the relief requested in the Motion on an initial interim basis [Docket No. 59] (the “Interim Order,” a copy of which is attached hereto as Exhibit II).

PLEASE TAKE FURTHER NOTICE that Exhibit D to the Interim Order inadvertently omitted certain properties on which the Debtors have proposed to provide replacement liens to adequately protect Noteholders for any potential diminution in value of the Noteholders’ interests. Below is a list of all of the proposed Adequate Protection Properties:

1.	10060 and 10100 West Sunset Boulevard & 141 South Carolwood Drive, Los Angeles, CA
2.	638 Siena Way, Los Angeles, CA

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 herein, but not otherwise defined, have the meanings given to them in the Motion.

3.	25085 Ashley Ridge Road, Los Angeles, CA
4.	7900 Granito, Los Angeles, CA
5.	Fountain & Fairfax, Los Angeles, CA
6.	2362 Apollo Drive, Los Angeles, CA

PLEASE TAKE FURTHER NOTICE that a hearing to consider the approval of the Motion on a further interim basis is scheduled for **December 21, 2017, at 9:00 a.m. (ET)** at the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 5th Floor, Courtroom No. 5, Wilmington, Delaware 19801, before The Honorable Kevin J. Carey, United States Bankruptcy Judge for the District of Delaware.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the entry of an order approving the Motion on a further interim basis must be filed with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801 on or before **December 20, 2017, at 12:00 noon (ET)** (the “Interim Objection Deadline”). At the same time, you must serve a copy of any such responses **so as to be received on or before the Interim Objection Deadline** upon the following parties: (i) proposed co-counsel to the Debtors, Gibson, Dunn & Crutcher LLP, 333 South Grand Avenue, Los Angeles, California 90071 (Attn: Samuel A. Newman, Esq.), Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166 (Attn: J. Eric Wise, Esq.), and Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801 (Attn.: Sean M. Beach, Esq. and Edmon L. Morton, Esq.); (ii) counsel to Hankey Capital, LLC, Buchalter, a Professional Corporation, 1000 Wilshire Boulevard, Suite 1500, Los Angeles, California 90017 (Attn: William S. Brody, Esq.) and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight, Esq.); (iii) proposed counsel to any statutory committee appointed in these chapter 11 cases; and (v) the U.S. Trustee, 844 North King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Jane M. Leamy, Esq. and Timothy J. Fox, Jr., Esq.) (the “Notice Parties”).

PLEASE TAKE FURTHER NOTICE that a hearing to consider final approval of the Motion is scheduled for **January 10, 2018, at 10:00 a.m. (ET)** at the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 5th Floor, Courtroom No. 5, Wilmington, Delaware 19801, before The Honorable Kevin J. Carey, United States Bankruptcy Judge for the District of Delaware.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the entry of an order approving the Motion on a final basis must be filed on or before **January 3, 2018 at 4:00 p.m. (ET)** (the “Final Objection Deadline”). At the same time, you must serve a copy of any such responses **so as to be received on or before the Final Objection Deadline** upon the Notice Parties.

PLEASE TAKE FURTHER NOTICE THAT, IF NO OBJECTIONS TO APPROVAL OF THE MOTION ON A FURTHER INTERIM OR FINAL BASIS ARE TIMELY FILED, SERVED, AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN CONNECTION WITH SUCH MOTION ON A FURTHER INTERIM AND/OR FINAL BASIS WITHOUT FURTHER NOTICE OR HEARING.

PLEASE TAKE FURTHER NOTICE THAT additional copies of the Motion and the Interim Order may be obtained: (i) by visiting the website maintained by the Debtors’ claims

and noticing agent, Garden City Group, LLC, located at www.gardencitygroup.com/cases/WGC; (ii) by request to Debtors' counsel at mgirello@ycst.com; or (iii) from the Bankruptcy Court's website, www.deb.uscourts.gov, for a fee. A PACER login and password are required to access documents on the Bankruptcy Court's website, and these can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov. Copies are also available for inspection during regular business hours, Monday through Friday 8:00 a.m. to 4:00 p.m. (Prevailing Eastern Time), excluding federal holidays, at the office of the Clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801.

Dated: December 6, 2017
Wilmington, Delaware

/s/ Ian J. Bambrick

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Proposed Counsel to the Debtors and Debtors in Possession

Exhibit I

Motion

**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

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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>Indemnitee</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 Indemnitee or asserted against any Indemnitee 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 Indemnitee 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 Indemnitee, 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 Interim Order ¶ 4.5.</i>
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 Interim Order ¶¶ 3.1.1 and 6.7.</i>
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

³⁹ 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

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*Proposed Counsel for the Debtors
and Debtors in Possession*

EXHIBIT 1

INTERIM ORDER

(Omitted - Interim Order as entered by Court is being served concurrently herewith)

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

Exhibit II

Interim Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In Re:

WOODBRIIDGE GROUP OF COMPANIES,
LLC, et al.,

Debtors and Debtors in Possession.

Cases No. 17-12560 (KJC)

Chapter 11

***CORRECTED* 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 Cases pursuant to Bankruptcy Rule 2002 (collectively, the “Notice Parties”). Under the exigent circumstances, such notice constitutes sufficient and appropriate notice thereof.

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

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 5, 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 "Lender 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 Lender Adequate Protection is in fact sufficient, or limits Lender's rights to seek additional or different adequate protection or to contest whether the Lender Adequate Protection constitutes sufficient "adequate protection" within the meaning of section 361.

6. Consent to Priming. As of the Petition Date, liens of record and interests exist on the Collateral, which includes 28 parcels of real estate owned by 28 Obligors set forth in Schedule 7.4.1 to the Loan Agreement, in favor of certain Woodbridge affiliates who are also Debtors in the Cases including those Debtors identified on Exhibit B (collectively, the "Funds"). All of the Funds have consented to the priming of their liens and interests in the Collateral by the Postpetition Financing. While the Postpetition Financing will prime liens and interests of the Funds in the Collateral, the Funds have recognized that the provision of the Postpetition Financing 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 and interests of the Funds in the Collateral.

7. Priming Lien Adequate Protection. Woodbridge has raised funds for its operations by certain of the Woodbridge affiliates borrowing funds pursuant to promissory notes from investors including without limitation those investors set forth on Exhibit C hereto (collectively, the “Investors”). Certain of the Investors and their successors and assigns may assert or have a lien or interest, whether directly or indirectly, in the Collateral (the “Noteholders”). Debtors are making available “conditional” adequate protection pursuant to sections 361 and 364(d) of the Bankruptcy Code to those Noteholders by providing such Noteholders with “conditional” liens and claims on one of Debtors’ non-Collateral properties described on Exhibit D hereto (the “Adequate Protection Property”) 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 or interests on or in the 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 \$6,000,000 for the period commencing on the Petition Date through the date of the hearing set forth on paragraph 6.8 hereof (the “Interim Period”); provided that the Court will consider the ability to draw the full amount of \$25,000,000 at such hearing.

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. Any 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) Obligor, and their successors and assigns, trustees, and representatives, (b) the Estates, and any successors or representatives thereof (including without limitation a bankruptcy trustee), and (c) guarantors.

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. Obligor is 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 reasonable 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. The Debtors, any Committee and the U.S. Trustee may object to the reasonableness of the fees, costs and expenses included in any professional fee invoice submitted by the Lender; provided that, any such objection shall be filed with this Court and served on counsel to the Lender no later than ten (10) days after the objecting party’s receipt of the applicable professional fee invoice; and further provided, in the event of a timely objection to any such invoice, the Debtor shall nonetheless pay the entire invoice minus the amount at issue, subject to the rights of the objecting parties to have a hearing on final disposition.

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 delivered directly to Lender pursuant to the Loan Documents, or otherwise 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 by this Order.

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 provided in 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) (the "Collateral"), including Collateral that is property of the Estates, which includes 28 parcels of real estate owned by 28 Obligors set forth in Schedule 7.4.1 to the Loan Agreement: (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)

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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 Noteholder establishing that it holds a valid, unavoidable, perfected lien in an Obligor’s property, each such Noteholder 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 Obligors 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 primed, 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 Noteholder 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 Obligor 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 Fund Liens and the Noteholders Liens, irrespective of the time of recording or filing of an instrument or document or occurrence of any other act evidencing or perfecting the Fund Liens and 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 Funds Liens, the Noteholders Liens, and the Noteholders Adequate Protection, and the subordination and junior priority of the Fund Liens, the Noteholders Liens, and the Noteholders Adequate Protection to the Liens and Superpriority Claims (defined herein), 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, control, 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, deposit account control agreements, and UCC financing statements, and in such event, the subject filing or recording office or agency is authorized to accept, file, or record any document in regard to such act in accordance with applicable law, in

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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 Funds and 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 Noteholder 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 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 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, 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 and subject 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, the Liens granted and acknowledged by this Order, the priorities afforded to the Liens and claims in favor of Lender, 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 cases 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”) for entry of an order granting the motion on a “final basis” (the “Final Order”) shall be held on January 10, 2018, at 10:00 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 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 Court no later than January 3, 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.

6.8 Further Interim Hearing. The Court will hold a further interim hearing to consider the relief granted in this Interim Order on December 21, 2017, at 9:00 a.m. Any objections to the Interim Order shall be filed on or before December 20, 2017, at 12:00 noon (ET). The Debtors shall provide notice in the same manner as set forth in paragraph 6.7 hereof.

Dated: December 6, 2017
Wilmington, DE



Kevin J. Carey
United States Bankruptcy Judge

Exhibit A

Loan Agreement

Exhibit B

Funds

Exhibit C

Noteholders

Exhibit D

Adequate Protection Properties

Exhibit A

Loan Agreement

**SENIOR SECURED DEBTOR IN POSSESSION
LOAN AND SECURITY AGREEMENT**

Dated as of December __, 2017

WOODBIDGE GROUP OF COMPANIES, LLC,

AND

THE SUBSIDIARIES OF PARENT IDENTIFIED ON THE SIGNATURE PAGES HEREOF

as Borrowers

HANKEY CAPITAL, LLC,

as Agent

AND

THE LENDERS THAT ARE PARTIES HERETO

as the Lenders

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SENIOR SECURED DEBTOR IN POSSESSION LOAN AND SECURITY AGREEMENT

THIS SENIOR SECURED DEBTOR IN POSSESSION LOAN AND SECURITY AGREEMENT (this "Agreement") is dated as of December __, 2017, among **WOODBIDGE GROUP OF COMPANIES, LLC**, a [Delaware] limited liability company ("Parent"), and certain of the Subsidiaries of Parent identified on the signature pages hereof, and their respective Estates (such Subsidiaries, together with Parent, as debtors in possession on behalf of respective Estates (defined below), are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as "Borrowers"), the entities party to this Agreement from time to time as Lenders, and **HANKEY CAPITAL, LLC**, a California limited liability company ("Hankey Capital"), as agent for the Lenders (in such capacity, "Agent").

RECITALS:

WHEREAS, Borrowers have commenced the Bankruptcy Cases, and retain possession of their assets and are authorized under the Bankruptcy Code to continue the operation of their businesses each as a debtor-in-possession;

WHEREAS, subject to entry of the Applicable Financing Orders in the Bankruptcy Cases, the Borrowers shall be authorized to execute and deliver this Agreement and to incur indebtedness to the Agent and Lenders, and Agent and Lenders may provide loans, advances and other financial accommodations to the Borrowers after the Petition Date secured by virtually all assets and properties of the Borrowers; and

WHEREAS, Borrowers have requested that Agent and Lenders provide a credit facility to Borrowers to finance their mutual and collective business enterprise. Agent and Lenders are willing to provide the credit facility on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS; RULES OF CONSTRUCTION

1.1 Definitions. As used herein, the following terms have the meanings set forth below:

Adverse Lender Challenge: (a) an assertion or act in furtherance of any claim, counter-claim, action, proceeding, application, motion, objection, defense, or other contested matter, the purpose of which is to seek an order, judgment, determination, or similar relief: (i) challenging or contesting the legality, validity, priority, amount, or enforceability of the Obligations, (ii) challenging or contesting the legality, validity, priority, or enforceability, or seeking to invalidate, set aside, avoid, or subordinate, in whole or in part, any lien or interest in favor of Agent or any Lender in the Collateral, or (iii) seeking to prevent, hinder, or delay the assertion or enforcement by Agent or any Lender of any right, remedy, claim, benefit, or privilege of, or lien or interest in favor of Lender in the Collateral or realization upon any Collateral, (b) a request to use cash collateral without such party's consent, except as provided in the Loan Agreement, (c) any negotiation, solicitation, or attempt to obtain Borrowed Money on or after the Petition Date (other than Borrowed Money that would be used to pay all Obligations in full or otherwise permitted hereunder) pursuant to section 364(c) or (d) of the Bankruptcy Code other than from Agent and Lenders or such other party without Agent's consent, (d) the commencement, prosecution, participation, or support of any action or proceeding with respect to any claim, cause of action, or defense against Agent or any Lender, or any of its officers, directors, employees, agents, attorneys, affiliates, assigns, successors and representatives, including without limitation any attempt to recover on an Avoidance Action from any such party, or (e) any act which has the effect of materially modifying or compromising any right, remedy, claim, benefit, or privilege of Agent or any Lender.

Affiliate: with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have correlative meanings.

Agent Indemnitees: Agent and its officers, directors, employees, Affiliates, agents and attorneys.

Agent Professionals: attorneys, accountants, appraisers, auditors, business valuation experts, environmental engineers or consultants, turnaround consultants, and other professionals and experts retained by Agent.

Allocable Amount: as defined in Section 5.11.3.

Anti-Terrorism Law: any law relating to terrorism or money laundering, including the Patriot Act.

Applicable Financing Order: the Interim Financing Order, until such time as it is superseded by the Final Financing Order, at which time "Applicable Financing Order" will mean the Final Financing Order.

Applicable Law: all laws, rules, regulations and governmental guidelines applicable to the Person or matter in question, including statutory law, common law and equitable principles, as well as provisions of constitutions, treaties, statutes, rules, regulations, orders and decrees of Governmental Authorities.

Applicable Margin: five percent (5.0%) per annum.

Asset Disposition: a sale, lease, license, consignment, transfer or other disposition of Property of an Obligor, including any disposition in connection with a sale-leaseback transaction or synthetic lease.

Assignment: an assignment agreement between a Lender and Eligible Assignee, in the form of Exhibit A or otherwise satisfactory to Agent.

Avoidance Actions: claims, actions, causes of action, and proceeds thereof arising pursuant to sections 544, 545, 547, 548, 549, 550, or 551 of the Bankruptcy Code and, to the extent applicable under the foregoing, section 550 of the Bankruptcy Code, but specifically excluding claims, actions, or causes of action under section 549.

Bail-In Action: the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

Bail-In Legislation: with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

Bankruptcy Cases: collectively, the cases commenced by each Borrower and each Obligor under Chapter 11 of the Bankruptcy Code before the Bankruptcy Court, bearing case nos. _____, and jointly administered under case No. _____.

Bankruptcy Code: Title 11 of the United States Code.

Bankruptcy Court: the United States Bankruptcy Court for the District of Delaware or any such other court before which the Bankruptcy Cases are pending.

Bankruptcy Parties: each Obligor and each other party that is a debtor in the Bankruptcy Cases.

Base Rate: for any day, a per annum rate equal to the Prime Rate for such day.

Base Rate Loan: any Loan that bears interest based on the Base Rate.

Board of Governors: the Board of Governors of the Federal Reserve System.

Borrowed Money: with respect to any Obligor, without duplication, its (a) Debt that (i) arises from the lending of money by any Person to such Obligor, (ii) is evidenced by notes, drafts, bonds, debentures, credit documents or similar instruments, (iii) accrues interest or is a type upon which interest charges are customarily paid (excluding trade payables owing in the Ordinary Course of Business), or (iv) was issued or assumed as full or partial payment for Property; (b) Capital Leases; (c) letter of credit reimbursement obligations; and (d) guaranties of any of the foregoing owing by another Person.

Borrower Agent: as defined in Section 4.4.

Borrower Materials: information, reports, financial statements and other materials delivered by Borrowers hereunder, as well as other Reports and information provided by Agent to Lenders.

Borrowing: a group of Loans that are made on the same day.

Borrowing Base: means, on any date of determination, an amount equal to the lesser of (a) the aggregate Term Loan Commitments or (b) the Real Estate Formula Amount.

Business Day: any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, California.

Capital Lease: any lease required to be capitalized for financial reporting purposes in accordance with GAAP.

Carve Out: has the meaning set forth in the Applicable Financing Orders.

Cash Collateral: the cash rents, issues, profits, products, and proceeds of the Collateral, of any kind and nature, within the meaning of section 363(a) of the Bankruptcy Code.

CERCLA: the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*).

Change in Law: the occurrence, after the date hereof, of (a) the adoption, taking effect or phasing in of any law, rule, regulation or treaty; (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof; or (c) the making, issuance or application of any request, guideline, requirement or directive (whether or not having the force of law) by any Governmental Authority; provided, however, that "Change in Law" shall include, regardless of the date enacted, adopted or issued, all requests, rules, guidelines, requirements or directives (i) under or relating to the Dodd-Frank Wall Street Reform and Consumer Protection Act, or (ii) promulgated pursuant to Basel III by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any similar authority) or any other Governmental Authority.

Claims: all claims, liabilities, obligations, losses, damages, penalties, judgments, proceedings, interest, costs and expenses of any kind (including remedial response costs, reasonable attorneys' fees and Extraordinary Expenses) at any time (including after Full Payment of the Obligations or replacement of Agent or any Lender) incurred by any Indemnitee or asserted against any Indemnitee by any Obligor or other Person, in any way relating to (a) any Loans, Loan Documents, or the use thereof or transactions

relating thereto, (b) any action taken or omitted in connection with any Loan Documents, (c) the existence or perfection of any Liens, or realization upon any Collateral, (d) exercise of any rights or remedies under any Loan Documents or Applicable Law, or (e) failure by any Obligor to perform or observe any terms of any 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 (including an Insolvency Proceeding or appellate proceedings), whether or not the applicable Indemnitee is a party thereto.

Closing Date: as defined in Section 6.1.

Code: the Internal Revenue Code of 1986.

Collateral: all Property described in Section 7.1, the Real Estate Collateral, all Property described in any Security Documents as security for any Obligations, and all other Property that now or hereafter secures (or is intended to secure) any Obligations.

Committee: any official committee appointed in any Bankruptcy Case under section 1102 of the Bankruptcy Code.

Commitment: for any Lender, the aggregate amount of such Term Loan Commitment. "Commitments" means the aggregate amount of all Term Loan Commitments.

Connection Income Taxes: Other Connection Taxes that are imposed on or measured by net income (however denominated), or are franchise or branch profits Taxes.

Contingent Obligation: any obligation of a Person arising from a guaranty, indemnity or other assurance of payment or performance of any Debt, lease, dividend or other obligation ("primary obligations") of another obligor ("primary obligor") in any manner, whether directly or indirectly, including any obligation of such Person under any (a) guaranty, endorsement, co-making or sale with recourse of an obligation of a primary obligor; (b) obligation to make take-or-pay or similar payments regardless of nonperformance by any other party to an agreement; and (c) arrangement (i) to purchase any primary obligation or security therefor, (ii) to supply funds for the purchase or payment of any primary obligation, (iii) to maintain or assure working capital, equity capital, net worth or solvency of the primary obligor, (iv) to purchase Property or services for the purpose of assuring the ability of the primary obligor to perform a primary obligation, or (v) otherwise to assure or hold harmless the holder of any primary obligation against loss in respect thereof. The amount of any Contingent Obligation shall be deemed to be the stated or determinable amount of the primary obligation (or, if less, the maximum amount for which such Person may be liable under the instrument evidencing the Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto.

CWA: the Clean Water Act (33 U.S.C. §§ 1251 *et seq.*).

Debt: as applied to any Person, without duplication, (a) all obligations for Borrowed Money and all obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments, including Capital Leases, (b) all obligations of such Person to pay the deferred purchase price of property or services, excluding trade payables incurred and being paid in the Ordinary Course of Business; (c) all Contingent Obligations; (d) all reimbursement obligations in connection with letters of credit issued for the account of such Person; and (e) in the case of a Borrower, the Obligations. The Debt of a Person shall include any recourse Debt of any partnership in which such Person is a general partner.

Default: an event or condition that, with the lapse of time or giving of notice, would constitute an Event of Default.

Default Rate: for any Obligation (including, to the extent permitted by law, interest not paid when due), 3% plus the interest rate otherwise applicable thereto.

Defaulting Lender: any Lender that (a) has failed to comply with its funding obligations hereunder, and such failure is not cured within two Business Days; (b) has notified Agent or any Borrower that such Lender does not intend to comply with its funding obligations hereunder or under any other credit facility, or has made a public statement to that effect; (c) has failed, within three Business Days following request by Agent or any Borrower, to confirm in a manner satisfactory to Agent and Borrowers that such Lender will comply with its funding obligations hereunder; or (d) has, or has a direct or indirect parent company that has, become the subject of an Insolvency Proceeding (including reorganization, liquidation, or appointment of a receiver, custodian, administrator or similar Person by the Federal Deposit Insurance Corporation or any other regulatory authority) or Bail-In Action; provided, however, that a Lender shall not be a Defaulting Lender solely by virtue of a Governmental Authority's ownership of an equity interest in such Lender or parent company unless the ownership provides immunity for such Lender from jurisdiction of courts within the United States or from enforcement of judgments or writs of attachment on its assets, or permits such Lender or Governmental Authority to repudiate or otherwise to reject such Lender's agreements.

Designated Jurisdiction: a country or territory that is the subject of a Sanction.

Distribution: any declaration or payment of a distribution, interest or dividend on any Equity Interest (other than payment-in-kind); distribution, advance or repayment of Debt to a holder of Equity Interests; or purchase, redemption, or other acquisition or retirement for value of any Equity Interest.

Dollars: lawful money of the United States.

EEA Financial Institution: (a) any credit institution or investment firm established in an EEA Member Country that is subject to the supervision of an EEA Resolution Authority; (b) any entity established in an EEA Member Country that is a parent of an institution described in clause (a) above; or (c) any financial institution established in an EEA Member Country that is a subsidiary of an institution described in the foregoing clauses and is subject to consolidated supervision with its parent.

EEA Member Country: any of the member states of the European Union, Iceland, Liechtenstein and Norway.

EEA Resolution Authority: any public administrative authority or any Person entrusted with public administrative authority of an EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

Eligible Assignee: a Lender or an Affiliate of a Lender.

Enforcement Action: any action to enforce any Obligations or Loan Documents or to exercise any rights or remedies relating to any Collateral, whether by judicial action, self-help, notification of Account Debtors, setoff or recoupment, credit bid, deed in lieu of foreclosure, action in an Insolvency Proceeding or otherwise.

Entry: means notation of a document or event on the docket relating to any Bankruptcy Case maintained by the Bankruptcy Court.

Environmental Laws: Applicable Laws (including programs, permits and guidance promulgated by regulators) relating to public health (other than occupational safety and health regulated by OSHA) or the protection or pollution of the environment, including CERCLA, RCRA and CWA.

Environmental Notice: a notice (whether written or oral) from any Governmental Authority or other Person of any possible noncompliance with, investigation of a possible violation of, litigation relating to, or potential fine or liability under any Environmental Law, or with respect to any Environmental Release, environmental pollution or hazardous materials, including any complaint, summons, citation, order, claim, demand or request for correction, remediation or otherwise.

Environmental Release: a release as defined in CERCLA or under any other Environmental Law.

Equity Interest: the interest of any (a) shareholder in a corporation; (b) partner in a partnership (whether general, limited, limited liability or joint venture); (c) member in a limited liability company; or (d) other Person having any other form of equity security or ownership interest.

ERISA: the Employee Retirement Income Security Act of 1974.

ERISA Affiliate: any trade or business (whether or not incorporated) under common control with an Obligor within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

ERISA Event: (a) a Reportable Event with respect to a Pension Plan; (b) withdrawal of an Obligor or ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) complete or partial withdrawal of an Obligor or ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) filing of a notice of intent to terminate, treatment of a Pension Plan amendment as a termination under Section 4041 or 4041A of ERISA, or institution of proceedings by the PBGC to terminate a Pension Plan; (e) determination that a Pension Plan is considered an at-risk plan or a plan in critical or endangered status under the Code or ERISA; (f) an event or condition that constitutes grounds under Section 4042 of ERISA for termination of, or appointment of a trustee to administer, any Pension Plan; (g) imposition of any liability on an Obligor or ERISA Affiliate under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA; or (h) failure by an Obligor or ERISA Affiliate to meet all applicable requirements under the Pension Funding Rules in respect of a Pension Plan, whether or not waived, or to make a required contribution to a Multiemployer Plan.

Estates: the estates created pursuant to section 541 of the Bankruptcy Code with respect to the Bankruptcy Cases, which includes all assets and interests in assets contained therein.

EU Bail-In Legislation Schedule: the EU Bail-In Legislation Schedule published by the Loan Market Association, as in effect from time to time.

Event of Default: as defined in **Section 11**.

Excluded Assets: as defined in **Section 7.1**.

Excluded Taxes: (a) Taxes imposed on or measured by a Recipient's net income (however denominated), franchise Taxes and branch profits Taxes (i) as a result of such Recipient being organized under the laws of, or having its principal office or applicable Lending Office located in, the jurisdiction imposing such Tax, or (ii) constituting Other Connection Taxes; (b) U.S. federal withholding Taxes imposed on amounts payable to or for the account of a Lender with respect to its interest in a Loan or Commitment pursuant to a law in effect when the Lender acquires such interest (except pursuant to an assignment request by Borrower Agent under **Section 13.4**) or changes its Lending Office, unless the Taxes were payable to its assignor immediately prior to such assignment or to the Lender immediately prior to its change in Lending Office; (c) Taxes attributable to a Recipient's failure to comply with **Section 5.10**; and (d) U.S. federal withholding Taxes imposed pursuant to FATCA. In no event shall

"Excluded Taxes" include any withholding Tax imposed on amounts paid by or on behalf of a foreign Obligor to a Recipient that has complied with Section 5.10.2.

Extraordinary Expenses: all reasonable and documented costs, expenses or advances that Agent or any Lender may incur during an Event of Default, including those relating to (a) any audit, inspection, repossession, storage, repair, appraisal, insurance, manufacture, preparation or advertising for sale, sale, collection, or other preservation of or realization upon any Collateral; (b) any action, arbitration or other proceeding (whether instituted by or against Agent or any Lender in any way relating to any Collateral) (including the validity, perfection, priority or avoidability of Agent's Liens with respect to any Collateral), Loan Documents or Obligations, including any lender liability or other Claims; (c) the exercise of any rights or remedies of Agent in, or the monitoring of, the Bankruptcy Cases; (d) settlement or satisfaction of taxes, charges or Liens with respect to any Collateral; (e) any Enforcement Action; and (f) negotiation and documentation of any modification, waiver, workout, restructuring or forbearance with respect to any Loan Documents or Obligations. Such costs, expenses and advances include transfer fees, Other Taxes, storage fees, insurance costs, permit fees, utility reservation and standby fees, legal fees, appraisal fees, brokers' and auctioneers' fees and commissions, accountants' fees, environmental study fees, wages and salaries paid to employees of any Obligor or independent contractors, in each case, in liquidating any Collateral, and any related travel expenses.

FATCA: Sections 1471 through 1474 of the Code (including any amended or successor version if substantively comparable and not materially more onerous to comply with), and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

Final Financing Order: a Financing Order after a final hearing pursuant to Bankruptcy Rule 4001(c)(2).

Financing Order(s): individually and collectively, orders of the Bankruptcy Court entered in any Bankruptcy Case, and related findings of fact and conclusions of law in support thereof, authorizing the incurrence of indebtedness by a Borrower and its Estate to Secured Parties, the provision of Loans, and other financial accommodations from Secured Parties to or for the benefit of a Borrower and its Estate, the granting and approving of liens, interests, priority claims, and other rights in favor of Secured Parties pursuant to the Loan Documents, on an emergency, interim, final, or other basis pursuant to section 364 of the Bankruptcy Code and other applicable sections of the Bankruptcy Code as may be issued or entered in the Bankruptcy Case, each and all in form and substance acceptable to Secured Parties in their sole and absolute discretion, as the same may be amended, supplemented, or otherwise modified from time to time with the express written consent of Borrowers and Secured Parties as may be required to approve such modifications, and that is not subject to any stay or injunction pending any appeal or petition for certiorari, review, rehearing, or reconsideration, or otherwise.

FLSA: the Fair Labor Standards Act of 1938.

Foreign Lender: any Lender that is not a U.S. Person.

Foreign Plan: any employee benefit plan or arrangement (a) maintained or contributed to by any Obligor that is not subject to the laws of the United States; or (b) mandated by a government other than the United States for employees of any Obligor.

Foreign Subsidiary: a Subsidiary that is a "controlled foreign corporation" under Section 957 of the Code; such that a guaranty by such Subsidiary of the Obligations or a Lien on the assets of such Subsidiary to secure the Obligations would result in material tax liability to Borrowers.

Full Payment: with respect to any Obligations, the full and permanent cash payment thereof, including any interest, fees and other charges accruing during an Insolvency Proceeding (whether or not

allowed in the proceeding), other than contingent indemnification obligations for which no claim has been made. No Loans shall be deemed to have been paid in full unless all Commitments related to such Loans are terminated. "Paid in Full" shall have a correlative meaning.

GAAP: generally accepted accounting principles in effect in the United States from time to time.

Governmental Approvals: all authorizations, consents, approvals, licenses and exemptions of, registrations and filings with, and required reports to, all Governmental Authorities.

Governmental Authority: any federal, state, local, foreign or other agency, authority, body, commission, court, instrumentality, political subdivision, central bank, or other entity or officer exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions for any governmental, judicial, investigative, regulatory or self-regulatory authority (including the Financial Conduct Authority, the Prudential Regulation Authority and any supra-national bodies such as the European Union or European Central Bank).

Guarantor Payment: as defined in Section 5.11.3.

Guarantors: each other Person that guarantees payment or performance of Obligations.

Guaranty: each guaranty agreement executed by a Guarantor in favor of Agent and the Lenders.

Hankey Capital Indemnities: Hankey Capital and its officers, directors, employees, Affiliates, agents and attorneys.

Indemnified Taxes: (a) Taxes, other than Excluded Taxes, imposed on or relating to any payment of an Obligation; and (b) to the extent not otherwise described in clause (a), Other Taxes.

Indemnities: Agent Indemnities, Lender Indemnities and Hankey Capital Indemnities.

Initial Term Loan Draw: as defined in Section 2.1.

Insolvency Proceeding: any case or proceeding commenced by or against a Person under any state, federal or foreign law for, or any agreement of such Person to, (a) the entry of an order for relief under the Bankruptcy Code, or any other insolvency, debtor relief or debt adjustment law; (b) the appointment of a receiver, trustee, liquidator, administrator, conservator or other custodian for such Person or any part of its Property; or (c) an assignment or trust mortgage for the benefit of creditors.

Intellectual Property: all intellectual and similar Property of a Person, including inventions, designs, patents, copyrights, trademarks, service marks, trade names, trade secrets, confidential or proprietary information, customer lists, know-how, software and databases; all embodiments or fixations thereof and all related documentation, applications, registrations and franchises; all licenses or other rights to use any of the foregoing; and all books and records relating to the foregoing.

Intellectual Property Claim: any claim or assertion (whether in writing, by suit or otherwise) that a Borrower's ownership, use, marketing, sale or distribution of any Inventory, Equipment, Intellectual Property or other Property violates another Person's Intellectual Property.

Interest Rate Floor: means nine and one-half percent (9.50%) per annum.

Interim Financing Order: a Financing Order entered after a hearing held within 15 days after service of a motion requesting issuance and entry of a Financing Order under Bankruptcy Rule 4001(b)(2) and (c)(2).

Inventory: as defined in the UCC, including all goods intended for sale, lease, display or demonstration; all work in process; and all raw materials, and other materials and supplies of any kind that are or could be used in connection with the manufacture, printing, packing, shipping, advertising, sale, lease or furnishing of such goods, or otherwise used or consumed in a Borrower's business (but excluding Equipment).

IRS: the United States Internal Revenue Service.

Lender Indemnities: Lenders and their officers, directors, employees, Affiliates, agents and attorneys.

Lenders: lenders party to this Agreement and any Person who hereafter becomes a "Lender" pursuant to an Assignment, including any Lending Office of the foregoing.

Lending Office: the office (including any domestic or foreign Affiliate or branch) designated as such by a Lender by notice to Agent and Borrower Agent.

License: any license or agreement under which an Obligor is authorized to use Intellectual Property in connection with any manufacture, marketing, distribution or disposition of Collateral, any use of Property or any other conduct of its business.

Licensor: any Person from whom an Obligor obtains the right to use any Intellectual Property.

Lien: a Person's interest in Property securing an obligation owed to, or a claim by, such Person, including any lien, security interest, pledge, hypothecation, assignment, trust, reservation, encroachment, easement, right-of-way, covenant, condition, restriction, lease, or other title exception or encumbrance.

Loan: a Term Loan.

Loan Documents: this Agreement, Other Agreements and Security Documents.

Loan Year: each 12 month period commencing on the Closing Date or an anniversary thereof.

Margin Stock: as defined in Regulation U of the Board of Governors.

Material Adverse Effect: the effect of any event or circumstance that, taken alone or in conjunction with other events or circumstances, has or could be reasonably expected to have a material adverse effect (a) on the business operations, Properties or financial condition of Obligors, taken as a whole, (b) on the enforceability of any Loan Documents, (c) on the validity or priority of Agent's Liens on any Collateral, (d) the ability of the Obligors, taken as a whole, to perform their obligations under the Loan Documents, including repayment of any Obligations; or (e) otherwise impairs the ability of Agent or any Lender to enforce or collect any Obligations or to realize upon any Collateral; provided, however, that neither (i) the commencement or existence of the Bankruptcy Cases, nor (ii) the failure to pay any obligations that arose prior to the Petition Date, in and of themselves, shall constitute a Material Adverse Effect.

Material Contract: any agreement or arrangement to which a Borrower is party (other than the Loan Documents) (a) that is deemed to be a material contract under any securities law applicable to such Person, including the Securities Act of 1933; (b) for which breach, termination, nonperformance or failure to renew could reasonably be expected to have a Material Adverse Effect; or (c) that relates to Borrowed Money in an aggregate amount of \$250,000 or more.

Moody's: Moody's Investors Service, Inc. or any successor acceptable to Agent.

Mortgage: a mortgage or deed of trust in which an Obligor grants a Lien on its Real Estate Collateral to Agent, as security for its Obligations.

Multiemployer Plan: any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which an Obligor or ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

Multiple Employer Plan: a Plan that has two or more contributing sponsors, including an Obligor or ERISA Affiliate, at least two of whom are not under common control, as described in Section 4064 of ERISA.

Net Proceeds: with respect to an Asset Disposition, proceeds (including, when received, any deferred or escrowed payments) received by a Borrower in cash from such disposition, net of (a) reasonable and customary costs and expenses actually incurred in connection therewith, including legal fees, prorations, title insurance costs, transfer taxes, and sales commissions; (b) amounts applied to repayment of Debt secured by a Permitted Lien senior to Agent's Liens on Collateral sold; (c) transfer or similar taxes; and (d) reserves for indemnities, until such reserves are no longer needed.

Notice of Borrowing: a request by Borrower Agent for a Borrowing of Term Loans, in form satisfactory to Agent.

Obligations: all (a) principal of and premium, if any, on the Loans, (b) interest, expenses, fees, indemnification obligations, Extraordinary Expenses and other amounts payable by Obligors under the Loan Documents, and (c) other Debts, obligations and liabilities of any kind owing by Obligors pursuant to the Loan Documents, whether now existing or hereafter arising, whether evidenced by a note or other writing, whether allowed in any Insolvency Proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether direct or indirect, absolute or contingent, due or to become due, primary or secondary, or joint or several.

Obligor: each Borrower, Guarantor or other Person that is liable for payment of any Obligations or that has granted a Lien on its assets in favor of Agent to secure any Obligations.

OFAC: Office of Foreign Assets Control of the U.S. Treasury Department.

Ordinary Course of Business: the ordinary course of business of any Borrower or Obligor, undertaken in good faith and consistent with Applicable Law and past practices.

Organic Documents: with respect to any Person, its charter, certificate or articles of incorporation, bylaws, articles of organization, limited liability agreement, operating agreement, members agreement, shareholders agreement, partnership agreement, certificate of partnership, certificate of formation, voting trust agreement, or similar agreement or instrument governing the formation or operation of such Person.

OSHA: the Occupational Safety and Hazard Act of 1970.

Other Agreement: each fee letter, Related Real Estate Document, or other note, document, instrument or agreement (other than this Agreement or a Security Document) now or hereafter delivered by an Obligor or other Person to Agent or a Lender in connection with any transactions relating hereto.

Other Connection Taxes: Taxes imposed on a Recipient due to a present or former connection between it and the taxing jurisdiction (other than connections arising from the Recipient having executed, delivered, become party to, performed obligations or received payments under, received or perfected a Lien or engaged in any other transaction pursuant to, enforced, or sold or assigned an interest in, any Loan or Loan Document).

Other Taxes: all present or future stamp, court, documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a Lien under, or otherwise with respect to, any Loan Document, except Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 13.4(c)).

Parent Collateral: the proceeds of the Loans and Net Proceeds of the sale of any Real Estate Collateral. For the avoidance of doubt, the parties acknowledge that the Net Proceeds of the sale of any Real Estate Collateral is required to be paid to Agent to an account designated by Agent as described in Section 5.3.2.

Participant: as defined in Section 13.2.

Patriot Act: the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272 (2001).

Payment Item: each check, draft or other item of payment payable to a Borrower, including those constituting proceeds of any Collateral.

PBGC: the Pension Benefit Guaranty Corporation.

Pension Funding Rules: Code and ERISA rules regarding minimum required contributions (including installment payments) to Pension Plans set forth in, for plan years ending prior to the Pension Protection Act of 2006 effective date, Section 412 of the Code and Section 302 of ERISA, both as in effect prior to such act, and thereafter, Sections 412, 430, 431, 432 and 436 of the Code and Sections 302, 303, 304 and 305 of ERISA.

Pension Plan: any employee pension benefit plan (as defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by any Obligor or ERISA Affiliate or to which the Obligor or ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the preceding five plan years.

Permitted Asset Disposition: (a) as long as Bankruptcy Court approval is obtained and all Net Proceeds are remitted to Agent, an Asset Disposition that is a sale of Real Estate Collateral in an arms-length transaction with commercially reasonable terms; (b) an Asset Disposition that is a sale of Real Estate that is not Real Estate Collateral, (c) granting of Permitted Liens, (d) use of cash and cash equivalents in a manner not prohibited hereunder, (e) and any disposition of any property that is worn-out, obsolete, or no longer used or useful in the business of the Obligors and (f) an Asset Disposition approved in writing by Agent and Required Lenders.

Permitted Contingent Obligations: Contingent Obligations (a) arising from endorsements of Payment Items for collection or deposit in the Ordinary Course of Business; (b) existing on the Closing Date, and any extension or renewal thereof that does not increase the amount of such Contingent Obligation when extended or renewed; (c) incurred in the Ordinary Course of Business with respect to surety, appeal or performance bonds, or other similar obligations; (d) arising from customary indemnification or similar obligations incurred in the Ordinary Course of Business including without limitation the providing of customary affidavits and/or indemnities to a title company in order to induce such title company to issue a title policy with respect to a Permitted Asset Disposition; or (e) arising under the Loan Documents; or (f) of any obligation of a Bankruptcy Party.

Permitted Lien: as defined in Section 10.2.2.

Person: any individual, corporation, limited liability company, partnership, joint venture, association, trust, unincorporated organization, Governmental Authority or other entity.

Petition Date: December 4, 2017, the date Borrowers filed their voluntary petitions commencing the Bankruptcy Cases.

Plan: an employee benefit plan (as defined in Section 3(3) of ERISA) maintained for employees of an Obligor or ERISA Affiliate, or to which an Obligor or ERISA Affiliate is required to contribute on behalf of its employees.

Plan of Reorganization: means a plan of reorganization and all documents related thereto filed in the Bankruptcy Cases pursuant to chapter 11 of the Bankruptcy Code.

Platform: as defined in Section 14.3.3.

Prime Rate: The Prime Rate reported in the Wall Street Journal from time to time.

Professional Persons: any and all attorneys, accountants, advisors, consultants, appraisers, brokers, investment bankers, and other professionals retained or employed under section 327 or 1103(a) by any Borrower or any Committee.

Pro Rata: with respect to any Lender, a percentage (rounded to the ninth decimal place) determined (a) by dividing the amount of such Lender's Term Loan by the aggregate outstanding Term Loans; or (b) following termination of the Term Loan Commitments, by dividing the amount of such Lender's Loans by the aggregate outstanding Loans or, if all Loans have been Paid in Full, by dividing such Lender's and its Affiliates' remaining Obligations by the aggregate remaining Obligations.

Properly Contested: with respect to any obligation of an Obligor, (a) the obligation is being properly contested in good faith by appropriate proceedings promptly instituted and diligently pursued; (b) appropriate reserves have been established in accordance with GAAP; (c) non-payment could not have a Material Adverse Effect, nor result in forfeiture or sale of any Real Estate Collateral of the Obligor; (e) no Lien (other than inchoate Liens arising by operation of law with respect to which payment is not yet due) is imposed on Real Estate Collateral of the Obligor, unless bonded and stayed to the satisfaction of Agent; and (f) if the obligation results from entry of a judgment or other order, such judgment or order is stayed pending appeal or other judicial review.

Property: any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

Purchase Money Debt: (a) Debt (other than the Obligations) for payment of any of the purchase price of fixed assets; (b) Debt (other than the Obligations) incurred within 10 days before or after acquisition of any fixed assets, for the purpose of financing any of the purchase price thereof; and (c) any renewals, extensions or refinancings (but not increases) thereof.

Purchase Money Lien: a Lien that secures Purchase Money Debt, encumbering only the fixed assets acquired with such Debt and constituting a Capital Lease or a purchase money security interest under the UCC.

RCRA: the Resource Conservation and Recovery Act (42 U.S.C. §§ 6991-6991i).

Real Estate: all right, title and interest (whether as owner, lessor or lessee) in any real Property or any buildings, structures, parking areas or other improvements thereon.

Real Estate Collateral: all Real Estate described on **Schedule 7.4.1** and all property described in **Section 7.4.2, Section 7.4.3** and **Section 7.4.4** in which Borrowers have granted a Lien in favor of Agent for the benefit of Secured Parties to secure the Obligations.

Real Estate Formula Amount: 50% of the "as-is" value of the Real Estate Collateral, which "as-is" values for each parcel of Real Estate Collateral are set forth on **Schedule 7.4.1**. For the avoidance of doubt, only the value of Real Estate Collateral for which Agent has received and approved a title report in accordance with **Section 6.2(d)** may be included in the calculation of the Real Estate Formula Amount.

Recipient: Agent, any Lender or any other recipient of a payment to be made by an Obligor under a Loan Document or on account of an Obligation.

Refinancing Conditions: (a) the Refinancing Debt is in an aggregate principal amount that does not exceed the principal amount of the Debt being extended, renewed or refinanced; (b) it has a final maturity no sooner than, a weighted average life no less than, and an interest rate no greater than, the Debt being extended, renewed or refinanced; (c) it is subordinated to the Obligations at least to the same extent as the Debt being extended, renewed or refinanced; (d) no additional Lien is granted to secure it; (e) no additional Person is obligated on such Debt; and (f) upon giving effect to it, no Default or Event of Default exists.

Refinancing Debt: Borrowed Money that is the result of an extension, renewal or refinancing of Debt permitted under **Section 10.2.1(b), (d)** or **(f)**.

Related Real Estate Documents: with respect to all Real Estate Collateral, the following, in form and substance satisfactory to Agent: (a) a duly recorded abstract of the Applicable Financing Order followed by a duly recorded Mortgage, and (b) either: (i) a mortgagee title policy (or binder therefor) covering Agent's interest under the Mortgage, by an insurer acceptable to Agent, which must be fully paid on such effective date, or (ii) the entry of a Final Financing Order providing for a first priority senior Lien pursuant to section 364(d) of the Bankruptcy Code.

Report: as defined in **Section 12.2.3**.

Reportable Event: any event set forth in Section 4043(c) of ERISA, other than an event for which the 30 day notice period has been waived.

Required Lenders: Secured Parties holding more than 50% of (a) the aggregate outstanding Term Loans; or (b) after termination of the aggregate outstanding Loans or, upon Full Payment of all Loans, the aggregate remaining Obligations; provided, however, that Commitments, Loans and other Obligations held by a Defaulting Lender and its Affiliates shall be disregarded in making such calculation.

S&P: Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc., or any successor acceptable to Agent.

Sanction: any sanction administered or enforced by the U.S. Government (including OFAC), United Nations Security Council, European Union, Her Majesty's Treasury or other sanctions authority.

Secured Parties: Agent and Lenders.

Security Documents: the Mortgages, all Applicable Financing Orders, and all other documents, instruments and agreements now or hereafter securing (or given with the intent to secure) any Obligations.

Senior Officer: the chairman of the board, president, chief executive officer or chief financial officer of a Borrower or, if the context requires, an Obligor.

Subordinated Debt: Debt incurred by a Borrower that is contractually subordinate and junior in right of payment to Full Payment of all Obligations, and is on terms (including maturity, interest, fees, repayment, covenants and subordination) reasonably satisfactory to Agent.

Subsidiary: any entity at least 50% of whose voting securities or Equity Interests is owned by a Borrower or combination of Borrowers (including indirect ownership through other entities in which a Borrower directly or indirectly owns 50% of the voting securities or Equity Interests).

Taxes: all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

Term Loan: as defined in Section 2.1.1.

Term Loan Availability: means, as of any date of determination, the difference of (A) the greater of (1) the Borrowing Base and (2) \$5,000,000 plus the Carve Out, minus (B) the aggregate outstanding amount of the Term Loan.

Term Loan Commitment: for any Lender, the obligation of such Lender to make a Term Loan hereunder, up to the principal amount shown on Schedule 1.1. "**Term Loan Commitments**" means the aggregate amount of such commitments of all Lenders.

Term Loan Maturity Date: the date one (1) year from the Closing Date (December 1, 2018).

Transferee: any actual or potential Eligible Assignee, Participant or other Person acquiring an interest in any Obligations.

UCC: the Uniform Commercial Code as in effect in the State of California or, when the laws of any other jurisdiction govern the perfection or enforcement of any Lien, the Uniform Commercial Code of such jurisdiction.

U.S. Person: "United States Person" as defined in Section 7701(a)(30) of the Code.

U.S. Tax Compliance Certificate: as defined in Section 5.10.2(b)(iii).

Write-Down and Conversion Powers: the write-down and conversion powers of the applicable EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which powers are described in the EU Bail-In Legislation Schedule.

1.2 Accounting Terms. Under the Loan Documents (except as otherwise specified therein), all accounting terms shall be interpreted, all accounting determinations shall be made, and all financial statements shall be prepared, in accordance with GAAP applied on a basis consistent with the most recent audited financial statements of Borrowers delivered to Agent before the Closing Date and using the same inventory valuation method as used in such financial statements, except for any change required or permitted by GAAP if Borrowers' certified public accountants concur in such change, the change is disclosed to Agent, and all relevant provisions of the Loan Documents are amended in a manner satisfactory to Required Lenders to take into account the effects of the change.

1.3 Uniform Commercial Code. As used herein, the following terms are defined in accordance with the UCC in effect in the State of California from time to time: "Account," "Account Debtor," "Chattel Paper," "Commercial Tort Claim," "Deposit Account," "Document," "Equipment," "General Intangibles," "Goods," "Instrument," "Investment Property," "Letter-of-Credit Right" and "Supporting Obligation."

1.4 Certain Matters of Construction. The terms "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. In the computation of periods of time from a specified date to a later specified date, "from" means "from and including," and "to" and "until" each mean "to but excluding." The terms "including" and "include" shall mean "including, without limitation" and, for purposes of each Loan Document, the parties agree that the rule of ejusdem generis shall not be applicable to limit any provision. Section titles appear as a matter of convenience only and shall not affect the interpretation of any Loan Document. All references to (a) laws include all related regulations, interpretations, supplements, amendments and successor provisions; (b) any document, instrument or agreement include any amendments, waivers and other modifications, extensions or renewals (to the extent permitted by the Loan Documents); (c) any section mean, unless the context otherwise requires, a section of this Agreement; (d) any exhibits or schedules mean, unless the context otherwise requires, exhibits and schedules attached hereto, which are hereby incorporated by reference; (e) any Person include successors and assigns; (f) time of day mean time of day at Agent's notice address under Section 14.3.1; or (g) discretion of Agent or any Lender mean the sole and absolute discretion of such Person exercised at any time. All determinations made from time to time under the Loan Documents shall be made in light of the circumstances existing at such time. Borrowers shall have the burden of establishing any alleged negligence, misconduct or lack of good faith by Agent or any Lender under any Loan Documents. No provision of any Loan Documents shall be construed against any party by reason of such party having, or being deemed to have, drafted the provision. Reference to a Borrower's "knowledge" or similar concept means actual knowledge of a Senior Officer, or knowledge that a Senior Officer would have obtained if he or she had engaged in good faith and diligent performance of his or her duties, including reasonably specific inquiries of employees or agents and a good faith attempt to ascertain the matter.

SECTION 2. CREDIT FACILITIES

2.1 Term Loan Commitment.

2.1.1 Term Loans. Subject to and upon the terms and conditions of this Agreement, each Lender with a Term Loan Commitment agrees severally, on a Pro Rata basis up to its Term Loan Commitment to make one or more term loans (collectively, all such term loans by all such Lenders, the "Term Loan") to Borrowers. The Term Loan may be made pursuant to 2 or more draws by Borrowers (each a "Term Loan Draw"). The first Term Loan Draw (the "Initial Term Loan Draw") shall be funded on the Closing Date and shall be no greater than an amount equal to \$5,000,000 plus the amount of the Carve Out. Subject to satisfaction of the conditions set forth in Section 6.2 hereof, Borrowers may request additional Term Loan Draws at any time after the Closing Date through and including the Term Loan Maturity Date to the extent permitted by the Applicable Financing Order, provided that the aggregate amount of Term Loan Draws may not in any event exceed \$25,000,000 prior to the entry of the Final Financing Order. After the entry of the Final Financing Order, the aggregate outstanding amount of all Term Loan Draws shall not exceed the Term Loan Commitment. The maximum amount of any Term Loan Draw may not exceed, when funded, the Term Loan Availability on such date. Each Term Loan Draw shall be in a minimum amount of \$1,000,000 and integral multiples of \$500,000 in excess thereof, or the remaining unfunded amount of the Term Loan.

2.1.2 Notes. Loans and interest accruing thereon shall be evidenced by the records of Agent and the applicable Lender. At the request of a Lender, Borrowers shall deliver promissory note(s) to such Lender, evidencing its Loans.

2.1.3 Use of Proceeds. The proceeds of Term Loans shall be used by Borrowers solely (a) to satisfy existing Debt; (b) to pay fees and transaction expenses associated with the closing of this credit facility; (c) to pay Obligations in accordance with this Agreement, including administration costs incurred in connection with the Bankruptcy Cases; and (d) for lawful corporate purposes of Borrowers,

including relating to the construction, renovation, marketing and sale of Real Estate and other assets of the Borrowers and their respective Affiliates; provided, however, that in no event may the proceeds of any Term Loans or any Collateral (including cash collateral), be used to pay any fee or cost incurred by any person or professional (including without limitation, a Professional Person) in connection with or relating to an Adverse Lender Challenge. Borrowers shall not, directly or indirectly, use any Loan proceeds, nor use, lend, contribute or otherwise make available any Loan proceeds to any Subsidiary, joint venture partner or other Person, (i) to fund any activities of or business with any Person, or in any Designated Jurisdiction, that, at the time of funding of the Loan, is the subject of any Sanction; or (ii) in any manner that would result in a violation of a Sanction by any Person (including any Secured Party or other individual or entity participating in any transaction); or (iii) for any purpose that would breach the U.S. Foreign Corrupt Practices Act of 1977, UK Bribery Act 2010 or similar law in any jurisdiction.

SECTION 3. INTEREST, FEES AND CHARGES

3.1 Interest.

3.1.1 Rates and Payment of Interest.

(a) The Obligations shall bear interest at the greater of: (i) the Base Rate in effect from time to time, plus the Applicable Margin, and (ii) the Interest Rate Floor.

(b) During any Event of Default if Agent or Required Lenders in their discretion so elect, Obligations shall bear interest at the Default Rate (whether before or after any judgment), payable **on demand**.

(c) Interest shall accrue from the date a Loan is advanced or Obligation is incurred or payable, until paid in full by Borrowers, and shall in no event be less than zero at any time. Interest accrued on the Loans shall be due and payable in arrears, (i) on the first day of each month; (ii) on any date of prepayment, with respect to the principal amount being prepaid; and (iii) on the Term Loan Maturity Date. Interest accrued on any other Obligations shall be due and payable as provided in the Loan Documents or, if no payment date is specified, **on demand**.

3.2 Closing Fees. On the Closing Date, Borrowers shall pay to Agent a fully earned (as of the Closing Date) and non-refundable closing fee in the amount of \$2,750,000, which shall be payable to Agent for the Pro Rata benefit of Lenders as follows:

(a) On the Closing Date, \$1,500,000; and

(b) \$1,250,000 on the earliest of (i) the Term Loan Maturity Date, (ii) the date when the Obligations are Paid in Full, (iii) and the date on which the Obligations have become due and payable (whether at stated maturity, on demand, upon acceleration or otherwise), and (iv) the termination of all Commitments.

The foregoing closing fee is deemed earned in full on the Closing Date hereof notwithstanding the timing of its required payment as herein provided above.

3.3 Computation of Interest, Fees, Yield Protection. All interest, as well as fees and other charges calculated on a per annum basis, shall be computed for the actual days elapsed, based on a year of 360 days. Each determination by Agent of any interest, fees or interest rate hereunder shall be final, conclusive and binding for all purposes, absent manifest error. All fees shall be fully earned when due and shall not be subject to rebate, refund or proration. All fees payable under **Section 3.2** are compensation for services and are not, and shall not be deemed to be, interest or any other charge for the use, forbearance or detention of money. A certificate as to amounts payable by Borrowers under **Section 3.4, 3.7, or 5.9**, submitted to Borrower Agent by Agent or the affected Lender shall be final, conclusive

and binding for all purposes, absent manifest error, and Borrowers shall pay such amounts to the appropriate party within 10 days following receipt of the certificate.

3.4 Reimbursement Obligations. Subject to any applicable order of the Bankruptcy Court, Borrowers shall pay all Extraordinary Expenses. Borrowers shall also reimburse Agent for all reasonable and documented legal and appraisal fees and expenses incurred by it in connection with (a) negotiation and preparation of any Loan Documents, including any modification thereof; (b) administration of and actions relating to any Collateral, Loan Documents and transactions contemplated thereby, including any actions taken to perfect or maintain priority of Agent's Liens on any Collateral, to maintain any insurance required hereunder or to verify Collateral; and (c) any examination or appraisal with respect to any Obligor or Collateral by Agent's personnel or a third party. All amounts payable by Borrowers under this Section shall be due within 10 Business Days of the presentment of a reasonably detailed invoice therefor.

3.5 [Reserved].

3.6 [Reserved].

3.7 Increased Costs; Capital Adequacy.

3.7.1 Increased Costs Generally. If any Change in Law shall:

(a) impose, modify or deem applicable any reserve, liquidity, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(b) subject any Recipient to Taxes (other than (i) Indemnified Taxes, (ii) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes, and (iii) Connection Income Taxes) with respect to any Loan, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(c) impose on any Lender or interbank market any other condition, cost or expense affecting any Loan, Commitment or Loan Document;

and the result thereof shall be to increase the cost to a Lender of making or maintaining any Loan or Commitment, or converting to or continuing any interest option for a Loan, or to increase the cost to a Lender or to reduce the amount of any sum received or receivable by a Lender hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, Borrowers will pay to it such additional amount(s) as will compensate it for the additional costs incurred or reduction suffered.

3.7.2 [Reserved].

3.7.3 Compensation. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of its right to demand such compensation, but Borrowers shall not be required to compensate a Lender for any increased costs or reductions suffered more than nine months (plus any period of retroactivity of the Change in Law giving rise to the demand) prior to the date that the Lender notifies Borrower Agent of the applicable Change in Law and of such Lender's intention to claim compensation therefor.

3.8 Mitigation. If any Lender gives a notice under Section 3.5 or requests compensation under Section 3.7, or if Borrowers are required to pay any Indemnified Taxes or additional amounts with respect to a Lender under Section 5.9, then at the request of Borrower Agent, such Lender shall use reasonable efforts to designate a different Lending Office or to assign its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the judgment of such Lender, such designation or assignment (a) would eliminate the need for such notice or reduce amounts payable or to be withheld in

the future, as applicable; and (b) would not subject the Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to it or unlawful. Borrowers shall pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

3.9 [Reserved].

3.10 Maximum Interest. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by Applicable Law ("maximum rate"). If Agent or any Lender shall receive interest in an amount that exceeds the maximum rate, the excess interest shall be applied to the principal of the Obligations or, if it exceeds such unpaid principal, refunded to Borrowers. In determining whether the interest contracted for, charged or received by Agent or a Lender exceeds the maximum rate, such Person may, to the extent permitted by Applicable Law, (a) characterize any payment that is not principal as an expense, fee or premium rather than interest; (b) exclude voluntary prepayments and the effects thereof; and (c) amortize, prorate, allocate and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

SECTION 4. LOAN ADMINISTRATION

4.1 Manner of Borrowing and Funding Term Loans.

4.1.1 Notice of Borrowing.

(a) To request Term Loans (other than the initial Term Loan on the Closing Date), Borrower Agent shall give Agent a Notice of Borrowing by 11:00 a.m. on the date 2 Business Days prior to the requested funding date. Notices received by Agent after such time shall be deemed received on the next Business Day. Each Notice of Borrowing shall be irrevocable and shall specify (A) the Borrowing amount and (B) the requested funding date (which must be a Business Day).

(b) Unless payment is otherwise made by Borrowers, the becoming due of any Obligation (whether principal, interest, fees or other charges, including Extraordinary Expenses and Cash Collateral) shall be deemed to be a request for a Base Rate Loan on the due date in the amount due and the Loan proceeds shall be disbursed as direct payment of such Obligation.

4.1.2 Fundings by Lenders. Agent shall endeavor to notify Lenders of each Notice of Borrowing (or deemed request for a Borrowing) by 1:00 p.m. 2 Business Days before a proposed funding of a Term Loan. Each Lender shall fund its Pro Rata share of a Borrowing in immediately available funds not later than 3:00 p.m. on the requested funding date, unless Agent's notice is received after the times provided above, in which case Lender shall fund by 11:00 a.m. on the next Business Day. Subject to its receipt of such amounts from Lenders, Agent shall disburse the Borrowing proceeds in a manner directed by Borrower Agent and acceptable to Agent. Unless Agent receives (in sufficient time to act) written notice from a Lender that it will not fund its share of a Borrowing, Agent may assume that such Lender has deposited or promptly will deposit its share with Agent, and Agent may disburse a corresponding amount to Borrowers. A Lender may fulfill its obligations under Loan Documents through one or more Lending Offices, and this shall not affect any obligation of Obligor under the Loan Documents or with respect to any Obligations.

4.2 Defaulting Lender. Notwithstanding anything herein to the contrary:

4.2.1 Reallocation of Pro Rata Share; Amendments. For purposes of determining Lenders' obligations or rights to fund, participate in or receive collections with respect to Loans, Agent may in its discretion reallocate Pro Rata shares by excluding a Defaulting Lender's Commitments and Loans from the calculation of shares. A Defaulting Lender shall have no right to vote on any amendment, waiver or other modification of a Loan Document, except as provided in **Section 14.1.1**.

4.2.2 Payments; Fees. Agent may, in its discretion, receive and retain any amounts payable to a Defaulting Lender under the Loan Documents, and a Defaulting Lender shall be deemed to have assigned to Agent such amounts until all Obligations owing to Agent, non-Defaulting Lenders and other Secured Parties have been Paid in Full. Agent may use such amounts to cover the Defaulting Lender's defaulted obligations, to readvance the amounts to Borrowers or to repay Obligations. A Lender shall not be entitled to receive any fees accruing hereunder while it is a Defaulting Lender.

4.2.3 Status; Cure. Agent may determine in its discretion that a Lender constitutes a Defaulting Lender and the effective date of such status shall be conclusive and binding on all parties, absent manifest error. Borrowers and Agent may agree in writing that a Lender has ceased to be a Defaulting Lender, whereupon Pro Rata shares shall be reallocated without exclusion of the reinstated Lender's Commitments and Loans. Unless expressly agreed by Borrowers and Agent, or as expressly provided herein with respect to Bail-In Actions and related matters, no reallocation of Commitments and Loans to non-Defaulting Lenders or reinstatement of a Defaulting Lender shall constitute a waiver or release of claims against such Lender. The failure of any Lender to fund a Loan or otherwise to perform obligations hereunder shall not relieve any other Lender of its obligations under any Loan Document. No Lender shall be responsible for default by another Lender.

4.3 [Reserved].

4.4 Borrower Agent. Each Borrower hereby designates Parent ("Borrower Agent") as its representative and agent for all purposes under the Loan Documents, including requests for and receipt of Loans, designation of interest rates, delivery or receipt of communications, delivery of Borrower Materials, payment of Obligations, requests for waivers, amendments or other accommodations, actions under the Loan Documents (including in respect of compliance with covenants), and all other dealings with Agent or any Lender. Borrower Agent hereby accepts such appointment. Secured Parties shall be entitled to rely upon, and shall be fully protected in relying upon, any notice or communication (including any notice of borrowing) delivered by Borrower Agent on behalf of any Borrower. Secured Parties may give any notice or communication with a Borrower hereunder to Borrower Agent on behalf of such Borrower. Each of Agent and Lenders shall have the right, in its discretion, to deal exclusively with Borrower Agent for all purposes under the Loan Documents. Each Borrower agrees that any notice, election, communication, delivery, representation, agreement, action, omission or undertaking by Borrower Agent shall be binding upon and enforceable against such Borrower.

4.5 One Obligation. Subject to the limitations on Parent's obligations set forth in Section 5.11.1, the Loans and other Obligations constitute one general obligation of Borrowers and are secured by Agent's Lien on all Collateral; provided, however, that Agent and each Lender shall be deemed to be a creditor of, and the holder of a separate claim against, each Borrower to the extent of any Obligations jointly or severally owed by such Borrower.

4.6 Effect of Termination. On the effective date of the termination of all Commitments, the Obligations shall be immediately due and payable. Until Full Payment of the Obligations, all undertakings of Borrowers contained in the Loan Documents shall continue, and Agent shall retain its Liens in the Collateral and all of its rights and remedies under the Loan Documents. Agent shall not be required to terminate its Liens unless it receives Cash Collateral or a written agreement, in each case satisfactory to it, protecting Secured Parties from dishonor or return of any Payment Item previously applied to the Obligations. Sections 3.4, 3.7, 5.5, 5.9, 5.10, 12, 14.2, this Section, and each indemnity or waiver given by an Obligor or Lender in any Loan Document, shall survive Full Payment of the Obligations.

SECTION 5. PAYMENTS

5.1 General Payment Provisions. All payments of Obligations shall be made in Dollars, without offset, counterclaim or defense of any kind, free and clear of (and without deduction for) any Taxes, and in immediately available funds, not later than 12:00 noon on the due date. Any payment after such time shall be deemed made on the next Business Day. Borrowers agree that Agent shall have the continuing, exclusive right to apply and reapply payments and proceeds of Collateral against the Obligations, in such manner as Agent deems advisable.

5.2 [Reserved].

5.3 Repayment of Term Loans.

5.3.1 Payment of Principal. The principal amount of the Term Loans shall be repaid in full on the Term Loan Maturity Date, on which date all principal, interest and other amounts owing with respect to the Term Loans shall be due and payable in full. Once repaid, whether such repayment is voluntary or required, Term Loans may not be reborrowed. Any prepayment of Term Loans shall be accompanied by all interest accrued thereon.

5.3.2 Mandatory Prepayments.

(a) Concurrently with any Permitted Asset Disposition of Real Estate Collateral, Borrowers shall prepay Term Loans in an amount equal to the Net Proceeds of such disposition by causing the applicable escrow holder (or purchaser of the Real Estate Collateral, as the case may be) to make payment of all Net Proceeds directly to Agent to an account designated by Agent at such time;

(b) Concurrently with the receipt of any proceeds of insurance or condemnation awards paid in respect of any Real Estate Collateral, Borrowers shall prepay Term Loans in an amount equal to such proceeds, subject to **Section 8.6.2**; and

(c) On the Term Loan Maturity Date, Borrowers shall prepay all Term Loans (unless sooner repaid hereunder).

5.3.3 Optional Prepayments. Borrowers may, at their option from time to time, prepay Term Loans, which prepayment must be at least \$1,000,000, plus any increment of \$500,000 in excess thereof. Borrowers shall give written notice to Agent of an intended prepayment of Term Loans, which notice shall specify the amount of the prepayment, shall be given at least 3 Business Days prior to the date of the proposed prepayment and shall be effective as of the first day of the next month. Any such notice may be conditioned upon the effectiveness of other credit facilities or the receipt of proceeds from the issuance of other Debt or the consummation of another transaction, in which case such notice may be revoked by the Borrowers (by notice to the Agent on or prior to 11:00 a.m. on the specified effective date) if such condition is not satisfied.

5.4 Payment of Other Obligations. Subject to any applicable order of the Bankruptcy Court, Obligations other than Loans, including Extraordinary Expenses, shall be paid by Borrowers as provided in the Loan Documents or, if no payment date is specified, within 10 Business Days of the presentment of a reasonably detailed invoice therefor.

5.5 Marshaling; Payments Set Aside. None of Agent or Lenders shall be under any obligation to marshal any assets in favor of any Obligor or against any Obligations. If any payment by or on behalf of Borrowers is made to Agent or any Lender, or if Agent or any Lender exercises a right of setoff, and any of such payment or setoff is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by Agent or a Lender in its discretion) to be repaid to a trustee, receiver or any other Person, then the Obligation originally

intended to be satisfied, and all Liens, rights and remedies relating thereto, shall be revived and continued in full force and effect as if such payment or setoff had not occurred.

5.6 Application and Allocation of Payments.

5.6.1 Application. Payments made by Borrowers hereunder shall be applied (a) first, as specifically required hereby; (b) second, to Obligations then due and owing; (c) third, to other Obligations specified by Borrowers; and (d) fourth, as determined by Agent in its discretion.

5.6.2 Post-Default Allocation. Notwithstanding anything in any Loan Document to the contrary, during an Event of Default under Section 11.1(j), or during any other Event of Default at the discretion of Agent or Required Lenders, monies to be applied to the Obligations, whether arising from payments by Obligor, realization on Collateral, setoff or otherwise, shall be allocated as follows:

- (a) first, to all fees, indemnification, costs and expenses, including Extraordinary Expenses, then due and payable to Agent;
- (b) second, to all other amounts owing to Agent, including Loans and participations that a Defaulting Lender has failed to settle or fund;
- (c) third, to all Obligations constituting fees, indemnification, costs or expenses then due and payable to Lenders;
- (d) fourth, to all Obligations constituting interest; and
- (e) last, to all remaining Obligations (other than contingent indemnification obligations for which no claim has been made or cannot be reasonably identified).

Amounts shall be applied to payment of each category of Obligations only after Full Payment of amounts payable from time to time under all preceding categories. If amounts are insufficient to satisfy a category, they shall be paid ratably among outstanding Obligations in the category. If the provider fails to deliver the calculation within five days following request, Agent may assume the amount is zero. The allocations set forth in this Section are solely to determine the rights and priorities among Secured Parties, and may be changed by agreement of the affected Secured Parties, without the consent of any Obligor. This Section is not for the benefit of or enforceable by any Obligor, and each Borrower irrevocably waives the right to direct the application of any payments or Collateral proceeds subject to this Section.

5.6.3 Erroneous Application. Agent shall not be liable for any application of amounts made by it in good faith and, if any such application is subsequently determined to have been made in error, the sole recourse of any Lender or other Person to which such amount should have been paid shall be to recover the amount from the Person that actually received it (and, if such amount was received by a Secured Party, the Secured Party agrees to return it).

5.7 [Reserved]

5.8 Account Stated. Agent shall maintain, in accordance with its customary practices, loan account(s) evidencing the Debt of Borrowers hereunder. Any failure of Agent to record anything in a loan account, or any error in doing so, shall not limit or otherwise affect the obligation of Borrowers to pay any amount owing hereunder. Entries made in a loan account shall constitute presumptive evidence of the information contained therein. If any information contained in a loan account is provided to or inspected by any Person, the information shall be conclusive and binding on such Person for all purposes absent manifest error, except to the extent such Person notifies Agent in writing within 30 days after receipt or inspection that specific information is subject to dispute.

5.9 Taxes.

5.9.1 Payments Free of Taxes; Obligation to Withhold; Tax Payment.

(a) All payments of Obligations by Obligor shall be made without deduction or withholding for any Taxes, except as required by Applicable Law. If Applicable Law requires the deduction or withholding of any Tax from any such payment by Agent or an Obligor, then Agent or such Obligor shall be entitled to make such deduction or withholding based on information and documentation provided pursuant to **Section 5.10**.

(b) If Agent or any Obligor is required by the Code to withhold or deduct Taxes, including backup withholding and withholding taxes, from any payment, then (i) Agent shall pay the full amount that it determines is to be withheld or deducted to the relevant Governmental Authority pursuant to the Code, and (ii) to the extent the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the applicable Obligor shall be increased as necessary so that the Recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(c) If Agent or any Obligor is required by any Applicable Law other than the Code to withhold or deduct Taxes from any payment, then (i) Agent or such Obligor, to the extent required by Applicable Law, shall timely pay the full amount to be withheld or deducted to the relevant Governmental Authority, and (ii) to the extent the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the applicable Obligor shall be increased as necessary so that the Recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

5.9.2 Payment of Other Taxes. Without limiting the foregoing, Borrowers shall timely pay to the relevant Governmental Authority in accordance with Applicable Law, or at Agent's option, timely reimburse Agent for payment of, any Other Taxes.

5.9.3 Tax Indemnification.

(a) Each Borrower shall indemnify and hold harmless, on a joint and several basis (provided that the Obligations of Parent shall be limited as set forth in **Section 5.11.1**), each Recipient against any Indemnified Taxes (including those imposed or asserted on or attributable to amounts payable under this Section) payable or paid by a Recipient or required to be withheld or deducted from a payment to a Recipient, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Each Borrower shall indemnify and hold harmless Agent against any amount that a Lender fails for any reason to pay to Agent as required pursuant to this Section. Each Borrower shall make payment within 10 days after demand for any amount or liability payable under this Section. A certificate as to the amount of such payment or liability delivered to Borrowers by a Lender (with a copy to Agent), or by Agent on its own behalf or on behalf of any Recipient, shall be conclusive absent manifest error.

(b) Each Lender shall indemnify and hold harmless, on a several basis, (i) Agent against any Indemnified Taxes attributable to such Lender (but only to the extent Borrowers have not already paid or reimbursed Agent therefor and without limiting Borrowers' obligation to do so), (ii) Agent and Obligor, as applicable, against any Taxes attributable to such Lender's failure to maintain a Participant register as required hereunder, and (iii) Agent and Obligor, as applicable, against any Excluded Taxes attributable to such Lender that are payable or paid by Agent or an Obligor in connection with any Obligations, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Each Lender shall make payment within 10 days after demand for any amount or liability

payable under this Section. A certificate as to the amount of such payment or liability delivered to any Lender by Agent shall be conclusive absent manifest error.

5.9.4 Evidence of Payments. As soon as practicable after payment by an Obligor of any Taxes pursuant to this Section, Borrower Agent shall deliver to Agent the original or a certified copy of a receipt issued by the appropriate Governmental Authority evidencing the payment, a copy of any return required by Applicable Law to report the payment or other evidence of payment reasonably satisfactory to Agent.

5.9.5 Treatment of Certain Refunds. Unless required by Applicable Law, at no time shall Agent have any obligation to file for or otherwise pursue on behalf of a Lender, nor have any obligation to pay to any Lender, any refund of Taxes withheld or deducted from funds paid for the account of a Lender. If a Recipient determines in its discretion that it has received a refund of Taxes that were indemnified by Borrowers or with respect to which a Borrower paid additional amounts pursuant to this Section, it shall pay the amount of such refund to Borrowers (but only to the extent of indemnity payments or additional amounts actually paid by Borrowers with respect to the Taxes giving rise to the refund), net of all out-of-pocket expenses (including Taxes) incurred by such Recipient and without interest (other than interest paid by the relevant Governmental Authority with respect to such refund). Borrowers shall, upon request by the Recipient, repay to the Recipient such amount paid over to Borrowers (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) if the Recipient is required to repay such refund to the Governmental Authority. Notwithstanding anything herein to the contrary, no Recipient shall be required to pay any amount to Borrowers if such payment would place it in a less favorable net after-Tax position than it would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. In no event shall Agent or any Recipient be required to make its tax returns (or any other information relating to its taxes that it deems confidential) available to any Obligor or other Person.

5.9.6 Survival. Each party's obligations under Sections 5.9 and 5.10 shall survive the resignation or replacement of Agent or any assignment of rights by or replacement of a Lender, the termination of the Commitments, and the repayment, satisfaction, discharge or Full Payment of any Obligations.

5.10 Lender Tax Information.

5.10.1 Status of Lenders. Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments of Obligations shall deliver to Borrowers and Agent properly completed and executed documentation reasonably requested by Borrowers or Agent as will permit such payments to be made without or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by Borrowers or Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by Borrowers or Agent to enable them to determine whether such Lender is subject to backup withholding or information reporting requirements. Notwithstanding the foregoing, such documentation (other than documentation described in Sections 5.10.2(a), (b) and (d)) shall not be required if a Lender reasonably believes delivery of the documentation would subject it to any material unreimbursed cost or expense or would materially prejudice its legal or commercial position.

5.10.2 Documentation. Without limiting the foregoing, if any Borrower is a U.S. Person,

(a) Any Lender that is a U.S. Person shall deliver to Borrowers and Agent on or prior to the date on which such Lender becomes a Lender hereunder (and from time to time thereafter upon reasonable request of Borrowers or Agent), executed copies of IRS Form W-9, certifying that such Lender is exempt from U.S. federal backup withholding Tax;

(b) Any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Borrowers and Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender hereunder (and from time to time thereafter upon reasonable request of Borrowers or Agent), whichever of the following is applicable:

(i) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party, (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BENE establishing an exemption from or reduction of U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty, and (y) with respect to other payments under the Loan Documents, IRS Form W-8BENE establishing an exemption from or reduction of U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(ii) executed copies of IRS Form W-8ECI;

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate in form satisfactory to Agent to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of a Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code ("U.S. Tax Compliance Certificate"), and (y) executed copies of IRS Form W-8BENE; or

(iv) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BENE, a U.S. Tax Compliance Certificate in form satisfactory to Agent, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more of its direct or indirect partners is claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate on behalf of each such partner;

(c) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Borrowers and Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender hereunder (and from time to time thereafter upon reasonable request), executed copies of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law to permit Borrowers or Agent to determine the withholding or deduction required to be made; and

(d) if payment of an Obligation to a Lender would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code), such Lender shall deliver to Borrowers and Agent, at the time(s) prescribed by law and otherwise upon reasonable request, such documentation prescribed by Applicable Law (including Section 1471(b)(3)(C)(i) of the Code) and such additional documentation as may be appropriate for Borrowers or Agent to comply with their obligations under FATCA and to determine that such Lender has complied with its obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (d), "FATCA" shall include any amendments made to FATCA after the date hereof.

5.10.3 Redelivery of Documentation. If any form or certification previously delivered by a Lender pursuant to this Section expires or becomes obsolete or inaccurate in any respect, such Lender shall promptly update the form or certification or notify Borrowers and Agent in writing of its inability to do so.

5.11 Nature and Extent of Each Borrower's Liability.

5.11.1 Joint and Several Liability. Each Borrower agrees that it is jointly and severally liable for, and absolutely and unconditionally guarantees to Secured Parties the prompt payment and performance of, all Obligations; provided, however, that notwithstanding anything to the contrary in this Agreement or the Loan Documents, with respect to the Obligations of Parent, the recourse of Secured Parties shall be limited to the Parent Collateral, and Secured Parties shall look solely to the Parent Collateral with respect to the Obligations of Parent and shall not seek any deficiency or money judgment against Parent. Each Borrower agrees that its guaranty obligations hereunder constitute a continuing guaranty of payment and not of collection, that such obligations shall not be discharged until Full Payment of the Obligations, and that such obligations are absolute and unconditional, irrespective of (a) the genuineness, validity, regularity, enforceability, subordination or any future modification of, or change in, any Obligations or Loan Document, or any other document, instrument or agreement to which any Obligor is or may become a party or be bound; (b) the absence of any action to enforce this Agreement (including this Section) or any other Loan Document, or any waiver, consent or indulgence of any kind by Agent or any Lender with respect thereto; (c) the existence, value or condition of, or failure to perfect a Lien or to preserve rights against, any security or guaranty for any Obligations or any action, or the absence of any action, by Agent or any Lender in respect thereof (including the release of any security or guaranty); (d) the insolvency of any Obligor; (e) any election by Agent or any Lender in an Insolvency Proceeding for the application of Section 1111(b)(2) of the Bankruptcy Code; (f) any borrowing or grant of a Lien by any other Borrower, as debtor-in-possession under Section 364 of the Bankruptcy Code or otherwise; (g) the disallowance of any claims of Agent or any Lender against any Obligor for the repayment of any Obligations under Section 502 of the Bankruptcy Code or otherwise; or (h) any other action or circumstances that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, except Full Payment of the Obligations.

5.11.2 Waivers.

(a) Each Borrower expressly waives all rights that it may have now or in the future under any statute, at common law, in equity or otherwise, including in the Bankruptcy Cases, to compel Agent or Lenders to marshal assets or to proceed against any Obligor, other Person or security for the payment or performance of any Obligations before, or as a condition to, proceeding against such Borrower. Each Borrower waives all defenses available to a surety, guarantor or accommodation co-obligor other than Full Payment of Obligations and waives, to the maximum extent permitted by law, any right to revoke any guaranty of Obligations as long as it is a Borrower. It is agreed among each Borrower, Agent and Lenders that the provisions of this Section 5.11 are of the essence of the transaction contemplated by the Loan Documents and that, but for such provisions, Secured Parties would decline to make Loans. Each Borrower acknowledges that its guaranty pursuant to this Section is necessary to the conduct and promotion of its business, and can be expected to benefit such business.

(b) Secured Parties may, in their discretion, pursue such rights and remedies as they deem appropriate, including realization upon Collateral or any Real Estate by judicial foreclosure or nonjudicial sale or enforcement, without affecting any rights and remedies under this Section 5.11. If, in taking any action in connection with the exercise of any rights or remedies, Agent or any Lender shall forfeit any other rights or remedies, including the right to enter a deficiency judgment against any Borrower or other Person, whether because of any Applicable Laws pertaining to "election of remedies" or otherwise, each Borrower consents to such action and waives any claim based upon it, even if the action may result in loss of any rights of subrogation that any Borrower might otherwise have had. Any election of remedies that results in denial or impairment of the right of Agent or any Lender to seek a deficiency judgment against any Borrower shall not impair any other Borrower's obligation to pay the full amount of the Obligations. Each Borrower waives all rights and defenses arising out of an election of remedies, such as nonjudicial foreclosure with respect to any security for Obligations, even though that election of remedies destroys such Borrower's rights of subrogation against any other Person. Agent may

bid Obligations, in whole or part, at any foreclosure, trustee or other sale, including any private sale, and the amount of such bid need not be paid by Agent but shall be credited against the Obligations. The amount of the successful bid at any such sale, whether Agent or any other Person is the successful bidder, shall be conclusively deemed to be the fair market value of the Collateral, and the difference between such bid amount and the remaining balance of the Obligations shall be conclusively deemed to be the amount of the Obligations guaranteed under this **Section 5.11**, notwithstanding that any present or future law or court decision may have the effect of reducing the amount of any deficiency claim to which Agent or any Lender might otherwise be entitled but for such bidding at any such sale.

5.11.3 Extent of Liability; Contribution.

(a) Notwithstanding anything herein to the contrary, each Borrower's liability under this **Section 5.11** shall not exceed the greater of (i) all amounts for which such Borrower is primarily liable, as described in clause (c) below, and (ii) such Borrower's Allocable Amount.

(b) If any Borrower makes a payment under this **Section 5.11** of any Obligations (other than amounts for which such Borrower is primarily liable) (a "Guarantor Payment") that, taking into account all other Guarantor Payments previously or concurrently made by any other Borrower, exceeds the amount that such Borrower would otherwise have paid if each Borrower had paid the aggregate Obligations satisfied by such Guarantor Payments in the same proportion that such Borrower's Allocable Amount bore to the total Allocable Amounts of all Borrowers, then such Borrower shall be entitled to receive contribution and indemnification payments from, and to be reimbursed by, each other Borrower for the amount of such excess, ratably based on their respective Allocable Amounts in effect immediately prior to such Guarantor Payment. The "Allocable Amount" for any Borrower shall be the maximum amount that could then be recovered from such Borrower under this **Section 5.11** without rendering such payment voidable under Section 548 of the Bankruptcy Code or under any applicable state fraudulent transfer or conveyance act, or similar statute or common law.

(c) **Section 5.11.3(a)** shall not limit the liability of any Borrower to pay or guarantee Loans made directly or indirectly to it (including Loans advanced hereunder to any other Person and then re-loaned or otherwise transferred to, or for the benefit of, such Borrower), and other related Obligations with respect thereto, for which such Borrower shall be primarily liable for all purposes hereunder. Secured Parties shall have the right, at any time in their discretion, to condition Loans upon a separate calculation of borrowing availability for each Borrower and to restrict the disbursement and use of Loans to a Borrower based on that calculation.

5.11.4 Joint Enterprise. Each Borrower has requested that Secured Parties make this credit facility available to Borrowers on a combined basis, in order to finance Borrowers' business most efficiently and economically. Borrowers' business is a mutual and collective enterprise, and the successful operation of each Borrower is dependent upon the successful performance of the integrated group. Borrowers believe that consolidation of their credit facility will enhance the borrowing power of each Borrower and ease administration of the facility, all to their mutual advantage. Borrowers acknowledge that Agent's and Lenders' willingness to extend credit and to administer the Collateral on a combined basis hereunder is done solely as an accommodation to Borrowers and at Borrowers' request.

5.11.5 Subordination. Each Borrower hereby subordinates any claims, including any rights at law or in equity to payment, subrogation, reimbursement, exoneration, contribution, indemnification or set off, that it may have at any time against any other Obligor, howsoever arising, to the Full Payment of its Obligations.

SECTION 6. CONDITIONS PRECEDENT

6.1 Conditions Precedent to Initial Loans. In addition to the conditions set forth in Section 6.2, Lenders shall not be required to fund any requested Loan, including the Initial Term Loan Draw or otherwise extend credit to Borrowers hereunder, until the date ("Closing Date") that each of the following conditions has been satisfied:

- (a) This Agreement shall have been duly executed and delivered to Agent by each of the signatories thereto, and each Obligor shall be in compliance with all terms thereof.
- (b) The Interim Financing Order has been entered by the Bankruptcy Court in the Bankruptcy Cases and is in full force and effect, and not subject to any stay, reconsideration, or appeal.
- (c) Borrowers shall have paid all fees and expenses to be paid to Agent and Lenders on the Closing Date.

6.2 Conditions Precedent to All Credit Extensions. Agent and Lenders shall in no event be required to make any credit extension hereunder (including funding any Loan, or granting any other accommodation to or for the benefit of any Borrower), if the following conditions are not satisfied on such date and upon giving effect thereto:

- (a) No Default or Event of Default exists;
 - (b) The representations and warranties of each Obligor in the Loan Documents are true and correct in all material respects (except for representations and warranties that relate solely to an earlier date); and
 - (c) 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.
 - (d) Agent shall have received a title report with respect to the Real Estate Collateral in the Borrowing Base supporting such credit extension, which title report shall be in form and content acceptable to Agent.
 - (e) With respect to any credit extensions that would cause the aggregate outstanding amount of the Term Loans to exceed \$25,000,000 Term Loan, the Final Financing Order shall have been entered by the Bankruptcy Court in the Bankruptcy Cases, and is not subject to any stay, reconsideration, or appeal.
- Each request (or deemed request) by a Borrower for any credit extension shall constitute a representation by Borrowers that the foregoing conditions are satisfied on the date of such request and on the date of the credit extension.

6.3 Conditions Subsequent.

- (a) On or before 120 days following the Closing Date, or such later date as Agent shall agree, Agent shall have received the Related Real Estate Documents for all Real Estate Collateral.

SECTION 7. COLLATERAL

7.1 Grant of Security Interest. In accordance with the Applicable Financing Orders, to secure the prompt payment and performance of its Obligations, each Borrower hereby grants to Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon all personal Property of

such Borrower, including all of the following Property, whether now owned or hereafter acquired, and wherever located:

- (a) all Accounts;
- (b) all Chattel Paper, including electronic chattel paper;
- (c) all Commercial Tort Claims, including those shown on **Schedule 9.1.15**;
- (d) all Deposit Accounts;
- (e) all Documents;
- (f) all General Intangibles, including Intellectual Property;
- (g) all Goods, including Inventory, Equipment and fixtures;
- (h) all Instruments;
- (i) all Investment Property;
- (j) all Letter-of-Credit Rights;
- (k) all Supporting Obligations;

(l) all monies, whether or not in the possession or under the control of Agent, a Lender, or a bailee or Affiliate of Agent or a Lender, including any Cash Collateral;

(m) all accessions to, substitutions for, and all replacements, products, and cash and non-cash proceeds of the foregoing, including proceeds of and unearned premiums with respect to insurance policies, and claims against any Person for loss, damage or destruction of any Collateral; and

(n) all books and records (including customer lists, files, correspondence, tapes, computer programs, print-outs and computer records) pertaining to the foregoing;

provided, however, that no Lien shall be granted on, and Collateral shall not include (1) the cash or other proceeds of the sale of any Real Estate that is not Real Estate Collateral, (2) any assets of Parent other than the Parent Collateral, and (3) any assets excluded from Collateral pursuant to the Applicable Financing Orders (collectively, the "Excluded Assets").

7.2 Deposit Accounts. To further secure the prompt payment and performance of its Obligations, each Borrower hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all amounts (other than Excluded Assets) credited to any Deposit Account of such Borrower, including sums in any blocked, lockbox, sweep or collection account. Each Borrower hereby authorizes and directs each bank or other depository to deliver to Agent, upon request, all balances in any Deposit Account maintained for such Borrower, without inquiry into the authority or right of Agent to make such request.

7.3 Cash Collateral. Cash Collateral may be invested, at Agent's discretion (with the consent of Borrowers, provided no Event of Default exists), but Agent shall have no duty to do so, regardless of any agreement or course of dealing with any Borrower, and shall have no responsibility for any investment or loss. As security for its Obligations, each Borrower hereby grants to Agent, for the benefit of the Secured Parties, a security interest in and Lien upon all Cash Collateral delivered hereunder

from time to time, whether held in a segregated cash collateral account or otherwise. Agent may apply Cash Collateral to payment of such Obligations as they become due as provided in Section 5.6.

7.4 Real Estate Collateral.

7.4.1 Lien on Real Estate. In accordance with the Applicable Financing Orders, the Obligations shall also be secured by first priority Liens in favor of Agent upon the Real Estate Collateral owned by certain Borrowers set forth on **Schedule 7.4.1**. In accordance with the requirements of **Section 6.3** hereof, Mortgages on such Real Estate Collateral shall be duly recorded, at Borrowers' expense, in each office where such recording is required to constitute a fully perfected Lien on the Real Estate covered thereby.

7.4.2 Grant of Lien in Real Estate. In accordance with the Applicable Financing Orders, to secure the prompt payment and performance of its Obligations, each Borrower hereby grants to Chicago Title Company, as trustee, in trust for the benefit Agent, for the benefit of Secured Parties, **with power of sale** and right of entry and possession, all estate, right, title and interest which Borrowers now has or may later acquire in the following property:

- (a) The Real Estate Collateral;
- (b) All buildings, structures, improvements, fixtures and appurtenances now or hereafter placed on the Real Estate Collateral, and all apparatus and equipment now or hereafter attached in any manner to the Real Estate Collateral or any building on the Real Estate Collateral, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment (collectively, the "Improvements");
- (c) All easements and rights of way appurtenant to the Real Estate Collateral; all crops growing or to be grown on the Real Estate Collateral (including all such crops following severance from the Real Estate Collateral); all standing timber upon the Real Estate Collateral (including all such timber following severance from the Real Estate Collateral); all development rights or credits and air rights; all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Real Estate Collateral) and shares of stock pertaining to such water or water rights, ownership of which affect the Real Estate Collateral; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Real Estate Collateral;
- (d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Real Estate Collateral or the Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the foregoing;
- (e) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Real Estate Collateral, Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Beneficiary, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Real Estate Collateral, Improvements, or the other property described above or any part of them; and
- (f) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

7.4.3 Assignment of Leases and Rents. To secure the prompt payment and performance of its Obligations, each Borrower hereby irrevocably, absolutely, presently and unconditionally assigns to Agent for the benefit of Secured Parties all rents, royalties, issues, profits, revenue, income and proceeds of the Real Estate Collateral, whether now due, past due or to become due, including all prepaid rents and security deposits (collectively, the "Rents"), and confers upon Agent the right to collect such Rents with or without taking possession of the Real Estate Collateral. In the event that anyone establishes and exercises any right to develop, bore for or mine for any water, gas, oil or mineral on or under the surface of the Real Estate Collateral, any sums that may become due and payable to any Borrower as bonus or royalty payments, and any damages or other compensation payable to such Borrower in connection with the exercise of any such rights, shall also be considered Rents assigned under this Section. **THIS IS AN ABSOLUTE ASSIGNMENT, NOT AN ASSIGNMENT FOR SECURITY ONLY.**

7.4.4 Assignment of Construction Contracts and Permits. To secure the prompt payment and performance of its Obligations, each Borrower hereby irrevocably, absolutely, presently and unconditionally assigns to Agent for the benefit of Secured Parties all of each Borrower's right, title, interest, privilege, benefit and remedies in, to and under the following relating to the Real Estate Collateral:

- (a) all construction contract, architect contract(s), engineer contract(s), development contract(s), management and any other agreements;
- (b) all other agreements now or hereafter entered into by any Borrower with any parties in connection with construction and development of or on any portion of the Real Estate Collateral;
- (c) all other agreements now or hereafter entered into by any Borrower with any architect, engineer, or other consultant in connection with design, engineering, construction of or on, or management of the Real Estate Collateral; and
- (d) all governmental approvals, permits, consents or licenses owned or held by any Borrower relating in any manner to the ownership, operation, development and/or construction relating to the Real Estate Collateral.

7.5 [Reserved].

7.6 Limitations. The Lien on Collateral granted hereunder is given as security only and shall not subject Agent or any Lender to, or in any way modify, any obligation or liability of Borrowers relating to any Collateral.

7.7 Further Assurances. All Liens granted to Agent under the Loan Documents are for the benefit of Secured Parties. Promptly upon request, Borrowers shall deliver such instruments and agreements, and shall take such actions, as Agent deems appropriate under Applicable Law to evidence or perfect its Lien on any Collateral, or otherwise to give effect to the intent of this Agreement. Each Borrower authorizes Agent to file any financing statement that describes the Collateral as "all assets" or "all personal property" of such Borrower, or words to similar effect, and ratifies any action taken by Agent before the Closing Date to effect or perfect its Lien on any Collateral.

7.8 Foreign Subsidiary Stock. Notwithstanding Section 7.1, the Collateral shall include only 65% of the voting stock of any Foreign Subsidiary.

7.9 Release of Collateral. Agent shall release any Lien on any Collateral (a) upon Full Payment of the Obligations; (b) that is the subject of a disposition or Lien that Borrowers certify in writing is a Permitted Asset Disposition (and Agent may rely conclusively on such certificate without

further inquiry) so long as Agent receives the mandatory payment (if any) required pursuant to Section 5.3.2; or (c) subject to Section 14.1, with the consent of Required Lenders. Agent shall, at the Borrowers' expense, deliver such release documents reasonably requested by any Borrower to evidence any such release of the Liens.

SECTION 8. COLLATERAL ADMINISTRATION

8.1 [Reserved].

8.2 [Reserved].

8.3 [Reserved].

8.4 [Reserved].

8.5 [Reserved].

8.6 General Provisions.

8.6.1 Location of Collateral. All tangible items of Collateral, other than Inventory in transit and other than non-material amounts of equipment, shall at all times be kept by Borrowers at the business locations set forth in Schedule 8.6.1, except that Borrowers may (a) make sales or other dispositions of Collateral in accordance with Section 10.2.6; and (b) move Collateral to another location in the United States, upon 10 Business Days prior written notice to Agent.

8.6.2 Insurance of Collateral; Condemnation Proceeds.

(a) Each Borrower shall maintain insurance with respect to the Collateral, covering casualty, hazard, theft, malicious mischief, flood and other risks, in amounts, with endorsements and with insurers (with a Best rating of at least A+, unless otherwise approved by Agent in its discretion) satisfactory to Agent. All proceeds under each policy shall be payable to Agent. From time to time upon request, Borrowers shall deliver to Agent the originals or certified copies of its insurance policies and updated flood plain searches. Unless Agent shall agree otherwise, each policy shall include satisfactory endorsements (i) showing Agent as loss payee; and (ii) requiring 30 days prior written notice to Agent in the event of cancellation of the policy for any reason whatsoever. If any Borrower fails to provide and pay for any insurance, Agent may, at its option, but shall not be required to, procure the insurance and charge Borrowers therefor. Each Borrower agrees to deliver to Agent, promptly as rendered, copies of all reports made to insurance companies. While no Event of Default exists, Borrowers may settle, adjust or compromise any insurance claim, as long as the proceeds are delivered to Agent. If an Event of Default exists, only Agent shall be authorized to settle, adjust and compromise such claims.

(b) Any proceeds of insurance (other than proceeds from workers' compensation or D&O insurance) and any awards arising from condemnation of any Collateral shall be paid to Agent. Any proceeds or awards that relate to Real Estate shall be applied first to Term Loans and then to other Obligations.

(c) If requested by Borrowers in writing within 15 days after Agent's receipt of any insurance proceeds or condemnation awards relating to any loss or destruction of Equipment or Real Estate, Borrowers may use such proceeds or awards to repair or replace such Equipment or Real Estate (and until so used, the proceeds shall be held by Agent as Cash Collateral) as long as (i) no Default or Event of Default exists; (ii) such repair or replacement is promptly undertaken and concluded in accordance with plans reasonably satisfactory to Agent; (iii) replacement buildings are constructed on the sites of the original casualties and are of comparable size, quality and utility to the destroyed buildings; (iv) the repaired or replaced Property is free of Liens, other than Permitted Liens that are not Purchase

Money Liens; (v) Borrowers comply with disbursement procedures for such repair or replacement as Agent may reasonably require; and (vi) the aggregate amount of such proceeds or awards from any single casualty or condemnation does not exceed \$1,000,000.

8.6.3 Protection of Collateral. All expenses of protecting, storing, warehousing, insuring, handling, maintaining and shipping any Collateral, all Taxes payable with respect to any Collateral (including any sale thereof), and all other payments required to be made by Agent to any Person to realize upon any Collateral, shall be borne and paid by Borrowers. Agent shall not be liable or responsible in any way for the safekeeping of any Collateral, for any loss or damage thereto (except for reasonable care in its custody while Collateral is in Agent's actual possession), for any diminution in the value thereof, or for any act or default of any warehouseman, carrier, forwarding agency or other Person whatsoever, but the same shall be at Borrowers' sole risk.

8.6.4 Defense of Title. Each Borrower shall defend its title to Collateral and Agent's Liens therein against all Persons, claims and demands, except Permitted Liens which Borrower may accomplish by causing any title insurer that has provided title insurance to such Borrower defend same.

8.7 Power of Attorney. Each Borrower hereby irrevocably constitutes and appoints Agent (and all Persons designated by Agent) as such Borrower's true and lawful attorney (and agent-in-fact) for the purposes provided in this Section. Agent, or Agent's designee, may, upon the occurrence and during the continuance of an Event of Default, without notice and in either its or a Borrower's name, but at the cost and expense of Borrowers:

(a) Endorse a Borrower's name on any Payment Item or other proceeds of Collateral (including proceeds of insurance) that come into Agent's possession or control; and

(b) (i) notify any Account Debtors of the assignment of their Accounts, demand and enforce payment of Accounts by legal proceedings or otherwise, and generally exercise any rights and remedies with respect to Accounts; (ii) settle, adjust, modify, compromise, discharge or release any Accounts or other Collateral, or any legal proceedings brought to collect Accounts or Collateral; (iii) sell or assign any Accounts and other Collateral upon such terms, for such amounts and at such times as Agent deems advisable; (iv) collect, liquidate and receive balances in Deposit Accounts or investment accounts, and take control, in any manner, of proceeds of Collateral; (v) prepare, file and sign a Borrower's name to a proof of claim or other document in a bankruptcy of an Account Debtor, or to any notice, assignment or satisfaction of Lien or similar document; (vi) receive, open and dispose of mail addressed to a Borrower, and notify postal authorities to deliver any such mail to an address designated by Agent; (vii) endorse any Chattel Paper, Document, Instrument, bill of lading, or other document or agreement relating to any Accounts, Inventory or other Collateral; (viii) use a Borrower's stationery and sign its name to verifications of Accounts and notices to Account Debtors; (ix) use information contained in any data processing, electronic or information systems relating to Collateral; (x) make and adjust claims under insurance policies; (xi) take any action as may be necessary or appropriate to obtain payment under any letter of credit, banker's acceptance or other instrument for which a Borrower is a beneficiary; and (xii) take all other actions as Agent deems appropriate to fulfill any Borrower's obligations under the Loan Documents.

SECTION 9. REPRESENTATIONS AND WARRANTIES

9.1 General Representations and Warranties. To induce Agent and Lenders to enter into this Agreement and to make available the Commitments, Loans, each Borrower represents and warrants that:

9.1.1 Organization and Qualification. Subject to the Entry of the Applicable Financing Order, each Borrower and each other Obligor is duly organized, validly existing and in good standing

under the laws of the jurisdiction of its organization. Each Borrower and each other Obligor is duly qualified, authorized to do business and in good standing as a foreign corporation in each jurisdiction where failure to be so qualified could reasonably be expected to have a Material Adverse Effect. No Obligor is an EEA Financial Institution.

9.1.2 Power and Authority. Subject to the Entry of the Applicable Financing Order, each Obligor is duly authorized to execute, deliver and perform its Loan Documents. Subject to the Entry of the Applicable Financing Order, the execution, delivery and performance of the Loan Documents have been duly authorized by all necessary action, and do not (a) require any consent or approval of any holders of Equity Interests of any Obligor, except those already obtained; (b) contravene the Organic Documents of any Obligor; (c) violate or cause a default under any Applicable Law or Material Contract; or (d) result in or require imposition of a Lien (other than Permitted Liens) on any Obligor's Property.

9.1.3 Enforceability. Subject to the Entry of the Applicable Financing Order, each Loan Document is a legal, valid and binding obligation of each Obligor party thereto, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

9.1.4 Capital Structure. Schedule 9.1.4 shows, for each Obligor, its name, jurisdiction of organization, authorized and issued Equity Interests, holders of its Equity Interests, and agreements binding on such holders with respect to such Equity Interests.

9.1.5 Title to Properties; Priority of Liens. Each Borrower and each other Obligor has good and insurable title to (or valid leasehold interests in) all of its Real Estate Collateral, free of Liens except Permitted Liens. Each Borrower and each other Obligor has paid and discharged all lawful claims that, if unpaid, could become a Lien on its Properties, other than Permitted Liens. Subject to the Entry of the Applicable Financing Order, all Liens of Agent in the Collateral are duly perfected, first priority Liens, subject only to those Liens identified in clauses (b), (c), (d), (e) (solely with respect to any mechanics' Liens and materialmens' liens existing prior to the Closing Date) and (g) of the definition of Permitted Liens.

9.1.6 [Reserved].

9.1.7 Taxes. Each Borrower and each other Obligor has filed all federal, state and material local tax returns and other reports that it is required by law to file, and has paid prior to delinquency, or made provision for the payment of, all Taxes upon it, its income and its Properties, except to the extent being Properly Contested. The provision for Taxes on the books of each Borrower and each other Obligor is adequate for all years not closed by applicable statutes, and for its current Fiscal Year.

9.1.8 Brokers. There are no brokerage commissions, finder's fees or investment banking fees payable in connection with any transactions contemplated by the Loan Documents.

9.1.9 Intellectual Property. Each Borrower and each other Obligor owns or has the lawful right to use all Intellectual Property necessary for the conduct of its business, without conflict with any rights of others. There is no pending or, to any Borrower's knowledge, threatened Intellectual Property Claim with respect to any Borrower, any other Obligor or any of their Property (including any Intellectual Property).

9.1.10 Governmental Approvals. Other than (1) approval of the financing and terms of this Agreement, (2) the entry of the Applicable Financing Orders, (3) as could not be reasonably expected to result in a Material Adverse Effect, and (4) as otherwise disclosed with respect to the pending SEC investigation, each Borrower and each other Obligor has, is in compliance with, and is in good standing with respect to, all Governmental Approvals necessary to conduct its business and to own, lease and

operate its Properties. All necessary import, export or other licenses, permits or certificates for the import or handling of any goods or other Collateral have been procured and are in effect, and Borrowers and Subsidiaries have complied with all foreign and domestic laws with respect to the shipment and importation of any goods or Collateral, except where noncompliance could not reasonably be expected to have a Material Adverse Effect.

9.1.11 Compliance with Laws. Each Borrower and each other Obligor has duly complied, and its Properties and business operations are in compliance, in all material respects with all Applicable Law, except where noncompliance could not reasonably be expected to have a Material Adverse Effect. There have been no citations, notices or orders of material noncompliance issued to any Borrower or other Obligor under any Applicable Law, as could not be reasonably expected to result in a Material Adverse Effect, and as otherwise disclosed with respect to the pending SEC investigation. No Inventory has been produced in violation of the FLSA.

9.1.12 Compliance with Environmental Laws. Except as disclosed on **Schedule 9.1.13**, no Borrower's or other Obligor's past or present operations, Real Estate or other Properties are subject to any federal, state or local investigation to determine whether any remedial action is needed to address any environmental pollution, hazardous material or environmental clean-up. No Borrower or other Obligor has received any Environmental Notice that could reasonably be expected to result in a Material Adverse Effect. No Borrower or other Obligor has any contingent liability with respect to any Environmental Release, environmental pollution or hazardous material on any Real Estate now or previously owned, leased or operated by it that could reasonably be expected to result in a Material Adverse Effect.

9.1.13 Burdensome Contracts. No Borrower or other Obligor is a party or subject to any contract, agreement or charter restriction that could reasonably be expected to have a Material Adverse Effect.

9.1.14 Litigation. Except for the Bankruptcy Cases and as otherwise shown on **Schedule 9.1.15**, there are no proceedings or investigations pending or, to any Borrower's knowledge, threatened against any Borrower or Other Obligor, or any of their businesses, operations, Properties, prospects or conditions, that (a) relate to any Loan Documents or transactions contemplated thereby; or (b) could reasonably be expected to have a Material Adverse Effect if determined adversely to any Borrower or Other Obligor. No Borrower or Other Obligor is in default with respect to any order, injunction or judgment of any Governmental Authority.

9.1.15 No Defaults. No event or circumstance has occurred or exists that constitutes a Default or Event of Default. Other than defaults relating to the commencement of the Bankruptcy Cases, no Borrower or Other Obligor is in default, and no event or circumstance has occurred or exists that with the passage of time or giving of notice would constitute a default, under any Material Contract or in the payment of any Borrowed Money. Other than defaults relating to the commencement of the Bankruptcy Cases, no default has occurred under any Material Contract which would permit any party (other than a Borrower or Subsidiary) to terminate a Material Contract prior to its scheduled termination date.

9.1.16 ERISA. Except as could not reasonable be expected to result in a Material Adverse Effect:

(a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code, and other federal and state laws. Each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of Borrowers, nothing has occurred which would prevent, or cause the loss of, such qualification. Each Obligor and ERISA Affiliate has met all applicable requirements under the Code, ERISA and the Pension Protection

Act of 2006, and no application for a waiver of the minimum funding standards or an extension of any amortization period has been made with respect to any Plan.

(b) There are no pending or, to the knowledge of Borrowers, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted in or could reasonably be expected to have a Material Adverse Effect.

(c) (i) No ERISA Event has occurred or is reasonably expected to occur; (ii) as of the most recent valuation date for any Pension Plan, the funding target attainment percentage (as defined in Section 430(d)(2) of the Code) is at least 60%; and no Obligor or ERISA Affiliate knows of any reason that such percentage could reasonably be expected to drop below 60%; (iii) no Obligor or ERISA Affiliate has incurred any liability to the PBGC except for the payment of premiums, and no premium payments are due and unpaid; (iv) no Obligor or ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA; and (v) no Pension Plan has been terminated by its plan administrator or the PBGC, and no fact or circumstance exists that could reasonably be expected to cause the PBGC to institute proceedings to terminate a Pension Plan.

(d) With respect to any Foreign Plan, (i) all employer and employee contributions required by law or by the terms of the Foreign Plan have been made, or, if applicable, accrued, in accordance with normal accounting practices; (ii) the fair market value of the assets of each funded Foreign Plan, the liability of each insurer for any Foreign Plan funded through insurance, or the book reserve established for any Foreign Plan, together with any accrued contributions, is sufficient to procure or provide for the accrued benefit obligations with respect to all current and former participants in such Foreign Plan according to the actuarial assumptions and valuations most recently used to account for such obligations in accordance with applicable generally accepted accounting principles; and (iii) it has been registered as required and has been maintained in good standing with applicable regulatory authorities.

9.1.17 [Reserved].

9.1.18 [Reserved].

9.1.19 [Reserved].

9.1.20 Not a Regulated Entity. No Obligor is (a) an "investment company" or a "person directly or indirectly controlled by or acting on behalf of an investment company" within the meaning of the Investment Company Act of 1940; or (b) subject to regulation under the Federal Power Act, the Interstate Commerce Act, any public utilities code or (except as it related to the Bankruptcy Cases) any other Applicable Law regarding its authority to incur Debt.

9.1.21 Margin Stock. No Borrower or Other Obligor is engaged, principally or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any Margin Stock. No Loan proceeds will be used by Borrowers to purchase or carry, or to reduce or refinance any Debt incurred to purchase or carry, any Margin Stock or for any related purpose governed by Regulations T, U or X of the Board of Governors.

9.1.22 OFAC. No Borrower, Subsidiary, or any director, officer, employee, agent, affiliate or representative thereof, is or is owned or controlled by any individual or entity that is currently the subject or target of any Sanction or is located, organized or resident in a Designated Jurisdiction.

9.1.23 Anti-Corruption Laws. Each Borrower and Subsidiary has conducted its business in accordance with applicable anti-corruption laws and has instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

9.1.24 Commencement of Bankruptcy Cases. The Bankruptcy Cases were commenced on December 4, 2017, in accordance with applicable law. Notice of the commencement of the Bankruptcy Cases and of the motion and hearing for the approval of the Interim Financing Order has been given, both as identified in the certificate of service, filed in the Bankruptcy Cases, in scope acceptable to the Agent.

9.2 Complete Disclosure. No Loan Document contains any untrue statement of a material fact, nor fails to disclose any material fact necessary to make the statements contained therein not materially misleading. There is no fact or circumstance that any Obligor has failed to disclose to Agent in writing that could reasonably be expected to have a Material Adverse Effect.

SECTION 10. COVENANTS AND CONTINUING AGREEMENTS

10.1 Affirmative Covenants. As long as any Commitments or Obligations (other than contingent indemnification obligations) are outstanding, each Borrower shall, and shall cause each other Obligor to:

10.1.1 Inspections; Appraisals.

(a) Permit Agent from time to time, subject (unless a Default or Event of Default exists) to reasonable notice and normal business hours, and subject to the rights of tenants, to visit and inspect the Properties of any Borrower or other Obligor, inspect, audit and make extracts from any Borrower's or other Obligor's books and records, and discuss with its officers, employees, agents and advisors such Borrower's or other Obligor's business, financial condition, assets, prospects and results of operations; provided, that unless an Event of Default has occurred and is continuing, Borrowers shall have no obligation to reimburse Agent or any Lender for the fees and costs of any such visit or inspection. Lenders may participate in any such visit or inspection, at their own expense. Secured Parties shall have no duty to any Obligor to make any inspection, nor to share any results of any inspection, appraisal or report with any Obligor. Borrowers acknowledge that all inspections, appraisals and reports are prepared by Secured Parties for their purposes, and Borrowers shall not be entitled to rely upon them.

(b) Reimburse Agent for all its reasonable and documented out-of-pocket costs and expenses in connection with appraisals of Real Estate Collateral, up to one time per Loan Year; provided, however, that if an examination or appraisal is initiated during a Default or Event of Default, all charges, costs and expenses relating thereto shall be reimbursed by Borrowers without regard to such limits. Borrowers shall pay Agent's reasonable and documented out-of-pocket costs and expenses incurred in examination activities.

10.1.2 Financial and Other Information. Keep adequate records and books of account with respect to its business activities, in which proper entries are made in accordance with GAAP reflecting all financial transactions; and furnish to Secured Parties:

(a) as soon as available, and in any event within 30 days after the end of each month, reports of Asset Dispositions, sales status of Real Estate not yet sold, and summary of construction update on Real Estate under development;

(b) promptly after the sending or filing thereof, copies of any proxy statements, financial statements or reports that any Borrower has made generally available to its shareholders; copies of any regular, periodic and special reports or registration statements or prospectuses that any Borrower files with the Securities and Exchange Commission or any other Governmental Authority, or any securities exchange; and copies of any press releases or other statements made available by a Borrower to the public concerning material changes to or developments in the business of such Borrower;

(c) promptly after the sending or filing thereof, copies of any annual report to be filed in connection with each Plan or Foreign Plan; and

(d) such other financial reports and information as Agent may request from time to time in connection with any Collateral or any Borrower's or other Obligor's financial condition or business.

10.1.3 Notices. Notify Secured Parties in writing, promptly after a Borrower's obtaining knowledge thereof, of any of the following that affects an Obligor: (a) the threat or commencement of any proceeding or investigation which would reasonably be expected to have a Material Adverse Effect; (b) any pending or threatened labor dispute, strike or walkout, or the expiration of any material labor contract which would reasonably be expected to have a Material Adverse Effect; (c) any default under or termination of a Material Contract; (d) the existence of any Default or Event of Default; (e) any judgment in an amount exceeding \$250,000; (f) the assertion of any Intellectual Property Claim which would reasonably be expected to have a Material Adverse Effect; (g) any violation or asserted violation of any Applicable Law (including ERISA, OSHA, FLSA, or any Environmental Laws), which would reasonably be expected to have a Material Adverse Effect; (h) any Environmental Release by an Obligor or on any Property owned, leased or occupied by an Obligor; or receipt of any Environmental Notice; or (i) the occurrence of any ERISA Event.

10.1.4 [Reserved].

10.1.5 Compliance with Laws. Comply with all Applicable Laws, including ERISA, Environmental Laws, FLSA, OSHA, Anti-Terrorism Laws, and laws regarding collection and payment of Taxes, and maintain all Governmental Approvals necessary to the ownership of its Properties or conduct of its business, unless failure to comply (other than failure to comply with Anti-Terrorism Laws) or maintain could not reasonably be expected to have a Material Adverse Effect. Without limiting the generality of the foregoing, if any Environmental Release occurs at or on any Real Estate Collateral of any Borrower or other Obligor, it shall act promptly and diligently to investigate and report to Agent and all appropriate Governmental Authorities the extent of, and to make appropriate remedial action to eliminate, such Environmental Release, whether or not directed to do so by any Governmental Authority.

10.1.6 Taxes. Pay and discharge all Taxes prior to the date on which they become delinquent or penalties attach, unless such Taxes are being Properly Contested.

10.1.7 Insurance. In addition to the insurance required hereunder with respect to Collateral, maintain insurance with insurers (with a Best rating of at least A+, unless otherwise approved by Agent in its discretion) reasonably satisfactory to Agent, with respect to the Properties and business of Borrowers and Subsidiaries of such type (including product liability, workers' compensation, larceny, embezzlement, or other criminal misappropriation insurance), in such amounts, and with such coverages and deductibles as are customary for companies similarly situated with deductibles and subject to an endorsement or assignment reasonably satisfactory to Agent.

10.1.8 Licenses. Keep each License affecting any Collateral (including the manufacture, distribution or disposition of Inventory) or any other material Property of Borrowers and Subsidiaries in full force and effect.

10.1.9 [Reserved].

10.1.10 Anti-Corruption Laws. Conduct its business in compliance with applicable anti-corruption laws and maintain policies and procedures designed to promote and achieve compliance with such laws.

10.1.11 Bankruptcy Matters.

(a) Financing Orders. Take all reasonable acts and make reasonable effort to request and obtain approval by the Bankruptcy Court in the Bankruptcy Cases of the Loan Documents, and the transactions, rights, interests, claims, remedies, privileges, waivers, and protections contemplated or provided thereunder, and entry of the Applicable Financing Orders.

(b) Bankruptcy Documents. Promptly furnish to counsel for Agent all documents filed in the Bankruptcy Cases.

(c) [Reserved].

(d) Additional Reporting. In addition to all covenants providing for reporting in the Agreement, timely provide Agent with all documents and information submitted by Borrower to the United States Trustee.

10.2 Negative Covenants. As long as any Commitments or Obligations are outstanding, each Borrower shall not, and shall cause each other Obligor not to:

10.2.1 Permitted Debt. Create, incur, guarantee or suffer to exist any Debt, except:

(a) the Obligations;

(b) Subordinated Debt;

(c) Borrowed Money (other than the Obligations and Subordinated Debt), but only to the extent outstanding on the Closing Date and not satisfied with proceeds of the initial Loans;

(d) Debt that is in existence when a Person becomes an Obligor or that is secured by an asset when acquired by a Borrower or other Obligor, as long as such Debt was not incurred in contemplation of such Person becoming an Obligor or such acquisition, and does not exceed \$250,000 in the aggregate at any time;

(e) Permitted Contingent Obligations;

(f) Refinancing Debt as long as each Refinancing Condition is satisfied;

(g) Debt that is not included in any of the preceding clauses of this Section, is not secured by a Lien and does not exceed \$250,000 in the aggregate at any time;

(h) Intercompany Debt among the Bankruptcy Parties; and

(i) any Debt not otherwise constituting Borrowed Money.

10.2.2 Permitted Liens. Create or suffer to exist any Lien upon any of its Property, except the following (collectively, "Permitted Liens"):

(a) Liens in favor of Agent;

(b) Liens for Taxes not yet delinquent or being Properly Contested;

(c) easements, rights-of-way, restrictions, covenants or other agreements of record, and other similar charges or encumbrances on Real Estate, that do not interfere with the Ordinary Course of Business;

(d) the Carve Out;

(e) statutory Liens in existence as of the date hereof arising in the Ordinary Course of Business encumbering or attaching to the Real Estate Collateral, but only if (i) payment of the obligations secured thereby is not yet delinquent or is being Properly Contested, and (ii) such Liens do not materially impair operation of the business of any Borrower or other Obligor;

(f) Liens incurred or deposits made in the Ordinary Course of Business to secure the performance of government tenders, bids, contracts, statutory obligations and other similar obligations;

(g) normal and customary rights of setoff upon deposits in favor of depository institutions, and Liens of a collecting bank on Payment Items in the course of collection

(h) existing Liens shown on **Schedule 10.2.2**; and

(i) Liens on assets securing Debt permitted by Section 10.2.1(f).

10.2.3 [Reserved].

10.2.4 [Reserved].

10.2.5 [Reserved].

10.2.6 Disposition of Assets. Make any Asset Disposition, except a Permitted Asset Disposition.

10.2.7 Loans. Make any loans or other advances of money to any Person, except (a) advances to an officer or employee for salary, travel expenses, commissions and similar items in the Ordinary Course of Business; (b) prepaid expenses and extensions of trade credit made in the Ordinary Course of Business; (c) deposits with financial institutions permitted hereunder; and (d) as long as no Default or Event of Default exists, intercompany loans among any Bankruptcy Parties.

10.2.8 Restrictions on Payment of Certain Debt. Make any payments (whether voluntary or mandatory, or a prepayment, redemption, retirement, defeasance or acquisition) with respect to any (a) Subordinated Debt, except (i) regularly scheduled payments of principal, interest and fees, payments with the proceeds of any sale of Real Estate that is not Real Estate Collateral, and any other payments permitted under any subordination agreement relating to such Debt and (ii) intercompany debt owing to any Obligor; or (b) Borrowed Money (other than the Obligations and intercompany loans among Bankruptcy Parties) prior to its due date under the agreements evidencing such Debt as in effect on the Closing Date (or as amended thereafter with the consent of Agent).

10.2.9 Fundamental Changes. Change its name or conduct business under any fictitious name; change its tax, charter or other organizational identification number; change its form or state of organization; liquidate, wind up its affairs or dissolve itself; or merge, combine or consolidate with any Person, whether in a single transaction or in a series of related transactions, except for mergers or consolidations of a wholly-owned Subsidiary with another wholly-owned Subsidiary or into an Obligor.

10.2.10 [Reserved].

10.2.11 Organic Documents. Amend, modify or otherwise change any of its Organic Documents, except in connection with a transaction permitted under **Section 10.2.9**.

10.2.12 [Reserved].

10.2.13 Accounting Changes. Make any material change in accounting treatment or reporting practices, except as required by GAAP and in accordance with Section 1.2; or change its Fiscal Year.

10.2.14 Restrictive Agreements. Become a party to any Restrictive Agreement, except a Restrictive Agreement (a) in effect on the Closing Date; (b) relating to secured Debt permitted hereunder, as long as the restrictions apply only to collateral for such Debt; or (c) constituting customary restrictions on assignment in leases and other contracts.

10.2.15 [Reserved].

10.2.16 Conduct of Business. Engage in any business, other than its business as conducted on the Closing Date and any activities incidental thereto.

10.2.17 Affiliate Transactions. Enter into or be party to any transaction with an Affiliate, except (a) transactions expressly permitted by the Loan Documents; (b) payment of reasonable compensation to officers and employees for services actually rendered, and payment of customary directors' fees and indemnities; (c) transactions solely among Bankruptcy Parties; (d) transactions with Affiliates consummated prior to the Closing Date, as shown on Schedule 10.2.17; and (e) transactions with Affiliates in the Ordinary Course of Business, upon fair and reasonable terms fully disclosed to Agent and no less favorable than would be obtained in a comparable arm's-length transaction with a non-Affiliate.

10.2.18 Plans. Become party to any Multiemployer Plan or Foreign Plan, other than any in existence on the Closing Date.

10.2.19 Amendments to Subordinated Debt. Amend, supplement or otherwise modify any document, instrument or agreement relating to any Subordinated Debt (other than intercompany Debt), if such modification (a) increases any required payment of principal or interest; (b) accelerates the date on which any installment of principal or any interest is due, or adds any additional redemption, put or prepayment provisions; (c) shortens the final maturity date or otherwise accelerates amortization; (d) increases the interest rate; (e) increases or adds any fees or charges; or (f) results in the Obligations not being fully benefited by the subordination provisions thereof.

10.2.20 Bankruptcy Matters.

(a) **Financing Orders.** Request, seek, support, or consent to, and not oppose and contest (unless otherwise consented to by Agent), any amendment, modification, stay, or vacating of any Applicable Financing Order or Loan Document.

(b) **Other Postpetition Debt.** Request, seek, support, or consent to, and not oppose and contest (unless otherwise consented to by Agent), the incurrence or approval of any postpetition loan or other financial accommodation or indebtedness from any other Person other than Lender pursuant to section 364(c) or (d) of the Bankruptcy Code unless such loan or financing results in the contemporaneous payment and satisfaction of all Obligations owed to Lenders, in full, in cash.

(c) **Other Administrative Priority Expenses.** Request, seek, support, or consent to, and not oppose and contest (unless otherwise consented to by Secured Parties), the incurrence, approval, or granting of any administrative expense priority claim or any other claim (now existing or hereafter arising of any kind or nature whatsoever) that is equal or superior in priority to the liens and superpriority administrative claims of Lender in respect of the Obligations owed to Lenders.

(d) Use of Proceeds and Cash Collateral. Use the Loans, or the proceeds of Collateral, including Cash Collateral, for any purpose relating to or in furtherance of an Adverse Lender Challenge, including without limitation the payment of fees and costs incurred by Professionals.

(e) Plan. File, support, or consent to, and not oppose and contest (unless otherwise consented to by Lender), a chapter 11 Plan of Reorganization in the Bankruptcy Case that does not provide for the simultaneous indefeasible payment and satisfaction of all Obligations owed to Lenders, in full, in cash, unless otherwise expressly agreed to by Secured Parties or otherwise treats Lenders as unimpaired under any such plan.

(f) Cash Collateral. In the event of the termination of Lenders' commitment to make or extend Loans, or other financial accommodations to or for the benefit of Borrowers and their Estates, under the Loan Agreement, request or support any request for the use of Cash Collateral pursuant to section 363 of the Bankruptcy Code or other applicable law without Agent's express written consent.

(g) Surcharge Waiver. After entry of the Final Financing Order, seek or support any request to surcharge the Collateral under section 506(c) of the Bankruptcy Code

SECTION 11. EVENTS OF DEFAULT; REMEDIES ON DEFAULT

11.1 Events of Default. Each of the following shall be an "Event of Default" if it occurs for any reason whatsoever, whether voluntary or involuntary, by operation of law or otherwise:

(a) Any Borrower fails to pay its Obligations when due (whether at stated maturity, on demand, upon acceleration or otherwise);

(b) Any representation, warranty or other written statement of an Obligor made in connection with any Loan Documents or transactions contemplated thereby is incorrect or misleading in any material respect when given;

(c) A Borrower breaches or fail to perform any covenant contained in 8.6.2, 10.1.2, or 10.2;

(d) An Obligor breaches or fails to perform any other covenant contained in any Loan Documents, and such breach or failure is not cured within 15 days after a Senior Officer of such Obligor has knowledge thereof or receives notice thereof from Agent, whichever is sooner;

(e) A Guarantor repudiates, revokes or attempts to revoke its Guaranty; an Obligor or third party denies or contests the validity or enforceability of any Loan Documents or Obligations, or the perfection or priority of any Lien granted to Agent; or any Loan Document ceases to be in full force or effect for any reason (other than a waiver or release by Secured Parties);

(f) Any breach or default of an Obligor occurs after the petition date under any instrument or agreement to which it is a party or by which it or any of its Properties is bound, relating to any Borrowed Money (other than the Obligations) in excess of \$250,000, if the maturity of or any payment with respect to such Borrowed Money may be accelerated or demanded due to such breach;

(g) Any judgment or order for the payment of money is entered against an Obligor in an amount that exceeds, individually or cumulatively with all unsatisfied judgments or orders against all Obligors, \$250,000 (net of insurance coverage therefor that has not been denied by the insurer), unless a stay of enforcement of such judgment or order is in effect;

(h) An Obligor is enjoined, restrained or in any way prevented by any Governmental Authority from conducting any material part of its business; an Obligor suffers the loss, revocation or

termination of any material license, permit, lease or agreement necessary to the business of the Obligor, taken as a whole; there is a cessation of any material part of an Obligor's business for a material period of time; an Obligor agrees to or commences any liquidation, dissolution or winding up of its affairs;

(i) Except for the Bankruptcy Cases, an Insolvency Proceeding is commenced by an Obligor; a trustee is appointed to take possession of any substantial Property of or to operate any of the business of an Obligor; or an Insolvency Proceeding is commenced against an Obligor and: the Obligor consents to institution of the proceeding, the petition commencing the proceeding is not timely contested by the Obligor, the petition is not dismissed within 30 days after filing, or an order for relief is entered in the proceeding;

(j) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan that has resulted or could reasonably be expected to result in liability of an Obligor to a Pension Plan, Multiemployer Plan or PBGC, or that constitutes grounds for appointment of a trustee for or termination by the PBGC of any Pension Plan or Multiemployer Plan; an Obligor or ERISA Affiliate fails to pay when due any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan; or any event similar to the foregoing occurs or exists with respect to a Foreign Plan; or

(k) Bankruptcy Matters:

(i) The entry of an order in any Bankruptcy Case amending, supplementing, staying, reversing, vacating, or otherwise modifying any Applicable Financing Order in a manner adverse to Lenders, any Loan Document, or any right, interest, lien, security interest, claim, benefit, privilege, or remedy in favor of Secured Parties;

(ii) The entry of an order in any Bankruptcy Case authorizing any Borrower in such Bankruptcy Case to incur indebtedness or additional financing under section 364(c) or (d) of the Bankruptcy Code other than from Secured Parties, or without the express prior written consent of Agent, unless such loan or financing results in the contemporaneous payment and satisfaction of all Obligations owed to Secured Parties, in full, in cash;

(iii) The entry of an order in any Bankruptcy Case authorizing any costs or expenses under section 506(c) of the Bankruptcy Code as a surcharge against the Collateral;

(iv) The entry of an order in any Bankruptcy Case authorizing the use of Cash Collateral under section 363(c) of the Bankruptcy Code without Agent's prior written consent or except as otherwise permitted in the Loan Agreement or the Applicable Financing Orders;

(v) The entry of an order in any Bankruptcy Case appointing an interim or permanent trustee, or an examiner having enlarged powers relating to the operation of the business or assets of Borrower under section 1106(b) of the Bankruptcy Code;

(vi) The entry of an order dismissing any Bankruptcy Case or converting any Bankruptcy Case to a proceeding under chapter 7 of the Bankruptcy Code;

(vii) The entry of an order in any Bankruptcy Case authorizing or granting relief from, terminating, annulling, or modifying the automatic stay of section 362 of the Bankruptcy Code to permit a party to execute upon or enforce a lien on or exercise any right with respect to any material portion of the Collateral or to the extent it would result in a material adverse effect on Borrower, assets of Borrower and its Estate, or Borrower's financial condition or business operations;

(viii) The entry of an order in any Bankruptcy Case approving or granting priority for any administrative expense priority claim or any other claim (now existing or hereafter arising

of any kind or nature whatsoever) that is equal or superior in priority to the liens and superpriority administrative claims of Secured Parties in respect of the Obligations owed to Secured Parties;

(ix) The filing (whether by Borrower or any other party) of a chapter 11 Plan of Reorganization or entry of an order confirming a chapter 11 Plan of Reorganization in the Bankruptcy Case that does not provide for the simultaneous indefeasible payment and satisfaction of all Obligations owed to Secured Parties, in full, in cash, unless otherwise expressly agreed to by Agent;

(x) The occurrence of any condition or event that would be a breach of or a default under any Applicable Financing Order, or that would entitle Lenders to exercise or pursue enforcement of any right or remedy granted, authorized, acknowledged, or recognized in a Applicable Financing Order, including, without limitation, any "Default" or "Event of Default" as provided in the Applicable Financing Orders;

(xi) The demand, termination, or expiration, or an event that would permit or result in the occurrence of the demand, termination, or expiration of any commitment, obligation, or liability of Lenders to make or extend Loans, and other financial accommodations from Lenders to or for the benefit of Borrower and its Estate, or any Applicable Financing Order;

(xii) The occurrence or threat of the occurrence of any restriction, limitation, or cessation of either the validity, scope, existence, first and senior priority, perfection, or enforceability of the Lien in favor of Lenders securing the Obligations for any reason.

11.2 Remedies upon Default. Subject to the Applicable Financing Order, if an Event of Default described in Section 11.1(i) occurs with respect to any Borrower, then to the extent permitted by Applicable Law, all Obligations shall become automatically due and payable and all Commitments shall terminate, without any action by Agent or notice of any kind. In addition, or if any other Event of Default exists, Agent may in its discretion (and shall upon written direction of Required Lenders) do any one or more of the following from time to time:

(a) declare any Obligations immediately due and payable, whereupon they shall be due and payable without diligence, presentment, demand, protest or notice of any kind, all of which are hereby waived by Borrowers to the fullest extent permitted by law;

(b) terminate, reduce or condition any Commitment; and

(c) exercise any other rights or remedies afforded under any agreement, by law, at equity or otherwise, including the rights and remedies of a secured party under the UCC. Such rights and remedies include the rights to (i) take possession of any Collateral; (ii) require Borrowers to assemble Collateral, at Borrowers' expense, and make it available to Agent at a place designated by Agent; (iii) enter any premises where Collateral is located and store Collateral on such premises until sold (and if the premises are owned or leased by a Borrower, Borrowers agree not to charge for such storage); and (iv) subject to the Applicable Financing Order, sell or otherwise dispose of any Collateral in its then condition, or after any further manufacturing or processing thereof, at public or private sale, with such notice as may be required by Applicable Law, in lots or in bulk, at such locations, all as Agent, in its discretion, deems advisable. Each Borrower agrees that 10 days notice of any proposed sale or other disposition of Collateral by Agent shall be reasonable, and that any sale conducted on the internet or to a licensor of Intellectual Property shall be commercially reasonable. Agent may conduct sales on any Obligor's premises, without charge, and any sale may be adjourned from time to time in accordance with Applicable Law. Agent shall have the right to sell, lease or otherwise dispose of any Collateral for cash, credit or any combination thereof, and Agent may purchase any Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of the purchase price, may credit bid and set off the amount of such price against the Obligations.

11.3 License. Agent is hereby granted an irrevocable, non-exclusive license or other right to use, license or sub-license (without payment of royalty or other compensation to any Person) any or all Intellectual Property of Borrowers, computer hardware and software, trade secrets, brochures, customer lists, promotional and advertising materials, labels, packaging materials and other Property, in advertising for sale, marketing, selling, collecting, completing manufacture of, or otherwise exercising any rights or remedies with respect to, any Collateral during an Event of Default.

11.4 Setoff. At any time during an Event of Default, Agent, Lenders, and any of their Affiliates are authorized, to the fullest extent permitted by Applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by Agent, such Lender or such Affiliate to or for the credit or the account of an Obligor against its Obligations, whether or not Agent, such Lender or such Affiliate shall have made any demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured or are owed to a branch or office of Agent, such Lender or such Affiliate different from the branch or office holding such deposit or obligated on such indebtedness; provided, that in the event that any Defaulting Lender shall exercise any such right of setoff, all amounts so set off shall be paid over immediately to the Agent for further application in accordance with the provisions of Section 4.2.2 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Agent and the Lenders. The rights of Agent, each Lender and each such Affiliate under this Section are in addition to other rights and remedies (including other rights of setoff) that such Person may have.

11.5 Remedies Cumulative; No Waiver.

11.5.1 Cumulative Rights. All agreements, warranties, guaranties, indemnities and other undertakings of Obligors under the Loan Documents are cumulative and not in derogation of each other. The rights and remedies of Secured Parties under the Loan Documents are cumulative, may be exercised at any time and from time to time, concurrently or in any order, and are not exclusive of any other rights or remedies available by agreement, by law, at equity or otherwise. All such rights and remedies shall continue in full force and effect until Full Payment of all Obligations.

11.5.2 Waivers. No waiver or course of dealing shall be established by (a) the failure or delay of Agent or any Lender to require strict performance by any Obligor under any Loan Document, or to exercise any rights or remedies with respect to Collateral or otherwise; (b) the making of any Loan during a Default, Event of Default or other failure to satisfy any conditions precedent; or (c) acceptance by Agent or any Lender of any payment or performance by an Obligor under any Loan Documents in a manner other than that specified therein. Any failure to satisfy a financial covenant on a measurement date shall not be cured or remedied by satisfaction of such covenant on a subsequent date.

SECTION 12. AGENT

12.1 Appointment, Authority and Duties of Agent.

12.1.1 Appointment and Authority. Each Secured Party appoints and designates Hankey Capital LLC as Agent under all Loan Documents. Agent may, and each Secured Party authorizes Agent to, enter into all Loan Documents to which Agent is intended to be a party and accept all Security Documents. Any action taken by Agent in accordance with the provisions of the Loan Documents, and the exercise by Agent of any rights or remedies set forth therein, together with all other powers reasonably incidental thereto, shall be authorized by and binding upon all Secured Parties. Without limiting the generality of the foregoing, Agent shall have the sole and exclusive authority to (a) act as the disbursing and collecting agent for Lenders with respect to all payments and collections arising in connection with the Loan Documents; (b) execute and deliver as Agent each Loan Document, including any intercreditor or subordination agreement, and accept delivery of each Loan Document; (c) act as

collateral agent for Secured Parties for purposes of perfecting and administering Liens under the Loan Documents, and for all other purposes stated therein; (d) manage, supervise or otherwise deal with Collateral; and (e) take any Enforcement Action or otherwise exercise any rights or remedies with respect to any Collateral or under any Loan Documents, Applicable Law or otherwise. Agent alone shall be authorized to determine whether to impose or release any reserve, or whether any conditions to funding have been satisfied, which determinations and judgments, if exercised in good faith, shall exonerate Agent from liability to any Secured Party or other Person for any error in judgment.

12.1.2 Duties. The title of "Agent" is used solely as a matter of market custom and the duties of Agent are administrative in nature only. Agent has no duties except those expressly set forth in the Loan Documents, and in no event does Agent have any agency, fiduciary or implied duty to or relationship with any Secured Party or other Person by reason of any Loan Document or related transaction. The conferral upon Agent of any right shall not imply a duty to exercise such right, unless instructed to do so by Lenders in accordance with this Agreement.

12.1.3 Agent Professionals. Agent may perform its duties through agents and employees. Agent may consult with and employ Agent Professionals, and shall be entitled to act upon, and shall be fully protected in any action taken in good faith reliance upon, any advice given by an Agent Professional. Agent shall not be responsible for the negligence or misconduct of any agents, employees or Agent Professionals selected by it with reasonable care.

12.1.4 Instructions of Required Lenders. The rights and remedies conferred upon Agent under the Loan Documents may be exercised without the necessity of joining any other party, unless required by Applicable Law. In determining compliance with a condition for any action hereunder, including satisfaction of any condition in Section 6, Agent may presume that the condition is satisfactory to a Secured Party unless Agent has received notice to the contrary from such Secured Party before Agent takes the action. Agent may request instructions from Required Lenders or other Secured Parties with respect to any act (including the failure to act) in connection with any Loan Documents or Collateral, and may seek assurances to its satisfaction from Secured Parties of their indemnification obligations against Claims that could be incurred by Agent. Agent may refrain from any act until it has received such instructions or assurances, and shall not incur liability to any Person by reason of so refraining. Instructions of Required Lenders shall be binding upon all Secured Parties, and no Secured Party shall have any right of action whatsoever against Agent as a result of Agent acting or refraining from acting pursuant to instructions of Required Lenders. Notwithstanding the foregoing, instructions by and consent of specific parties shall be required to the extent provided in Section 14.1.1. In no event shall Agent be required to take any action that it determines in its discretion is contrary to Applicable Law or any Loan Documents or could subject any Agent Indemnitee to liability.

12.2 Agreements Regarding Collateral and Borrower Materials.

12.2.1 Lien Releases; Care of Collateral. Secured Parties authorize Agent to release any Lien on any Collateral (a) upon Full Payment of the Obligations; (b) that is the subject of a disposition or Lien that Borrowers certify in writing is a Permitted Asset Disposition or a Permitted Lien entitled to priority over Agent's Liens (and Agent may rely conclusively on such certificate without further inquiry); (c) that does not constitute a material part of the Collateral; or (d) subject to Section 14.1, with the consent of Required Lenders. Secured Parties authorize Agent to subordinate its Liens to any Purchase Money Lien or other Lien entitled to priority hereunder. Agent has no obligation to assure that any Collateral exists or is owned by an Obligor, or is cared for, protected or insured, nor to assure that Agent's Liens have been properly created, perfected or enforced, or are entitled to any particular priority, nor to exercise any duty of care with respect to any Collateral.

12.2.2 Possession of Collateral. Agent and Secured Parties appoint each Secured Party as agent (for the benefit of Secured Parties) for the purpose of perfecting Liens in Collateral held or

controlled by it, to the extent such Liens are perfected by possession or control. If a Secured Party obtains possession or control of any Collateral, it shall notify Agent thereof and, promptly upon Agent's request, deliver such Collateral to Agent or otherwise deal with it in accordance with Agent's instructions.

12.2.3 Reports. Agent shall promptly provide to Lenders, when complete, any field examination, audit or appraisal report prepared for Agent with respect to any Obligor or Collateral ("Report"). Reports and other Borrower Materials may be made available to Lenders by providing access to them on the Platform, but Agent shall not be responsible for system failures or access issues that may occur from time to time. Each Lender agrees (a) that Reports are not intended to be comprehensive audits or examinations, and that Agent or any other Person performing an audit or examination will inspect only limited information and will rely significantly upon Borrowers' books, records and representations; (b) that Agent makes no representation or warranty as to the accuracy or completeness of any Borrower Materials and shall not be liable for any information contained in or omitted from any Borrower Materials, including any Report; and (c) to keep all Borrower Materials confidential and strictly for such Lender's internal use, not to distribute any Report or other Borrower Materials (or the contents thereof) to any Person (except to such Lender's Participants, attorneys and accountants), and to use all Borrower Materials solely for administration of the Obligations. Each Lender shall indemnify and hold harmless Agent and any other Person preparing a Report from any action such Lender may take as a result of or any conclusion it may draw from any Borrower Materials, as well as from any Claims arising as a direct or indirect result of Agent furnishing same to such Lender, via the Platform or otherwise.

12.3 Reliance By Agent. Agent shall be entitled to rely, and shall be fully protected in relying, upon any certification, notice or other communication (including those by telephone, telex, telegram, telecopy, e-mail or other electronic means) believed by it to be genuine and correct and to have been signed, sent or made by the proper Person. Agent shall have a reasonable and practicable amount of time to act upon any instruction, notice or other communication under any Loan Document, and shall not be liable for any delay in acting.

12.4 Action Upon Default. Agent shall not be deemed to have knowledge of any Default or Event of Default, or of any failure to satisfy any conditions in Section 6, unless it has received written notice from a Borrower or Required Lenders specifying the occurrence and nature thereof. If a Lender acquires knowledge of a Default, Event of Default or failure of such conditions, it shall promptly notify Agent and the other Lenders thereof in writing. Each Secured Party agrees that, except as otherwise provided in any Loan Documents or with the written consent of Agent and Required Lenders, it will not take any Enforcement Action, accelerate Obligations or assert any rights relating to any Collateral.

12.5 Ratable Sharing. If any Lender obtains any payment or reduction of any Obligation, whether through set-off or otherwise, in excess of its ratable share of such Obligation, such Lender shall forthwith purchase from Secured Parties participations in the affected Obligation as are necessary to share the excess payment or reduction on a Pro Rata basis or in accordance with Section 5.6.2, as applicable. If any of such payment or reduction is thereafter recovered from the purchasing Lender, the purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest. Notwithstanding the foregoing, if a Defaulting Lender obtains a payment or reduction of any Obligation, it shall immediately turn over the full amount thereof to Agent for application under Section 4.2.2 and it shall provide a written statement to Agent describing the Obligation affected by such payment or reduction.

12.6 Indemnification. EACH SECURED PARTY SHALL INDEMNIFY AND HOLD HARMLESS AGENT INDEMNITEES TO THE EXTENT NOT REIMBURSED BY OBLIGORS, ON A PRO RATA BASIS, AGAINST ALL CLAIMS THAT MAY BE INCURRED BY OR ASSERTED AGAINST ANY SUCH INDEMNITEE, PROVIDED THAT ANY CLAIM AGAINST AN AGENT INDEMNITEE RELATES TO OR ARISES FROM ITS ACTING AS OR FOR AGENT (IN THE CAPACITY OF AGENT). In Agent's discretion, it may reserve for any Claims

made against an Agent Indemnitee, and may satisfy any judgment, order or settlement relating thereto, from proceeds of Collateral prior to making any distribution of Collateral proceeds to Secured Parties. If Agent is sued by any receiver, trustee or other Person for any alleged preference or fraudulent transfer, then any monies paid by Agent in settlement or satisfaction of such proceeding, together with all interest, costs and expenses (including attorneys' fees) incurred in the defense of same, shall be promptly reimbursed to Agent by each Secured Party to the extent of its Pro Rata share.

12.7 Limitation on Responsibilities of Agent. Agent shall not be liable to any Secured Party for any action taken or omitted to be taken under the Loan Documents, except for losses directly and solely caused by Agent's gross negligence or willful misconduct. Agent does not assume any responsibility for any failure or delay in performance or any breach by any Obligor, Lender or other Secured Party of any obligations under the Loan Documents. Agent does not make any express or implied representation, warranty or guarantee to Secured Parties with respect to any Obligations, Collateral, Liens, Loan Documents or Obligor. No Agent Indemnitee shall be responsible to Secured Parties for any recitals, statements, information, representations or warranties contained in any Loan Documents or Borrower Materials; the execution, validity, genuineness, effectiveness or enforceability of any Loan Documents; the genuineness, enforceability, collectability, value, sufficiency, location or existence of any Collateral, or the validity, extent, perfection or priority of any Lien therein; the validity, enforceability or collectability of any Obligations; or the assets, liabilities, financial condition, results of operations, business, creditworthiness or legal status of any Obligor or Account Debtor. No Agent Indemnitee shall have any obligation to any Secured Party to ascertain or inquire into the existence of any Default or Event of Default, the observance by any Obligor of any terms of the Loan Documents, or the satisfaction of any conditions precedent contained in any Loan Documents.

12.8 Successor Agent and Co-Agents.

12.8.1 Resignation; Successor Agent. Agent may resign at any time by giving at least 30 days written notice thereof to Lenders and Borrowers. Required Lenders may appoint a successor that is (a) a Lender or Affiliate of a Lender; or (b) a financial institution reasonably acceptable to Required Lenders and (provided no Default or Event of Default exists) Borrowers. If no successor is appointed by the effective date of Agent's resignation then on such date, Agent may appoint a successor acceptable to it in its discretion (which shall be a Lender unless no Lender accepts the role) or, in the absence of such appointment, Required Lenders shall automatically assume all rights and duties of Agent. The successor Agent shall thereupon succeed to and become vested with all the powers and duties of the retiring Agent without further act. The retiring Agent shall be discharged from its duties hereunder on the effective date of its resignation, but shall continue to have all rights and protections available to Agent under the Loan Documents with respect to actions, omissions, circumstances or Claims relating to or arising while it was acting or transferring responsibilities as Agent or holding any Collateral on behalf of Secured Parties, including the indemnification set forth in Sections 12.6 and 14.2, and all rights and protections under this Section 12. Any successor to Hankey Capital by merger or acquisition of stock or this loan shall continue to be Agent hereunder without further act on the part of any Secured Party or Obligor.

12.8.2 Co-Collateral Agent. If appropriate under Applicable Law, Agent may appoint a Person to serve as a co-collateral agent or separate collateral agent under any Loan Document. Each right, remedy and protection intended to be available to Agent under the Loan Documents shall also be vested in such agent. Secured Parties shall execute and deliver any instrument or agreement that Agent may request to effect such appointment. If any such agent shall die, dissolve, become incapable of acting, resign or be removed, then all the rights and remedies of the agent, to the extent permitted by Applicable Law, shall vest in and be exercised by Agent until appointment of a new agent.

12.9 Due Diligence and Non-Reliance. Each Lender acknowledges and agrees that it has, independently and without reliance upon Agent or any other Lenders, and based upon such documents, information and analyses as it has deemed appropriate, made its own credit analysis of each Obligor and

its own decision to enter into this Agreement and to fund Loans hereunder. Each Secured Party has made such inquiries as it feels necessary concerning the Loan Documents, Collateral and Obligors. Each Secured Party acknowledges and agrees that the other Secured Parties have made no representations or warranties concerning any Obligor, any Collateral or the legality, validity, sufficiency or enforceability of any Loan Documents or Obligations. Each Secured Party will, independently and without reliance upon any other Secured Party, and based upon such financial statements, documents and information as it deems appropriate at the time, continue to make and rely upon its own credit decisions in making Loans, and in taking or refraining from any action under any Loan Documents. Except for notices, reports and other information expressly requested by a Lender, Agent shall have no duty or responsibility to provide any Secured Party with any notices, reports or certificates furnished to Agent by any Obligor or any credit or other information concerning the affairs, financial condition, business or Properties of any Obligor (or any of its Affiliates) which may come into possession of Agent or its Affiliates.

12.10 Remittance of Payments and Collections.

12.10.1 Remittances Generally. Payments by any Secured Party to Agent shall be made by the time and date provided herein, in immediately available funds. If no time for payment is specified or if payment is due on demand and request for payment is made by Agent by 1:00 p.m. on a Business Day, then payment shall be made by the Secured Party by 3:00 p.m. on such day, and if request is made after 1:00 p.m., then payment shall be made by 11:00 a.m. on the next Business Day. Payment by Agent to any Secured Party shall be made by wire transfer, in the type of funds received by Agent. Any such payment shall be subject to Agent's right of offset for any amounts due from such payee under the Loan Documents.

12.10.2 Failure to Pay. If any Secured Party fails to deliver when due any amount payable by it to Agent hereunder, such amount shall bear interest, from the due date until paid in full, at the greater of the Base Rate or the rate determined by Agent as customary for interbank compensation for two Business Days and thereafter at the Default Rate for Base Rate Loans. In no event shall Borrowers be entitled to credit for any interest paid by a Secured Party to Agent, nor shall a Defaulting Lender be entitled to interest on amounts held by Agent pursuant to **Section 4.2.**

12.10.3 Recovery of Payments. If Agent pays an amount to a Secured Party in the expectation that a related payment will be received by Agent from an Obligor and such related payment is not received, then Agent may recover such amount from the Secured Party. If Agent determines that an amount received by it must be returned or paid to an Obligor or other Person pursuant to Applicable Law or otherwise, then Agent shall not be required to distribute such amount to any Secured Party. If Agent is required to return any amounts applied by it to Obligations held by a Secured Party, such Secured Party shall pay to Agent, **on demand**, its share of the amounts required to be returned.

12.11 Individual Capacities. As a Lender, Hankey Capital shall have the same rights and remedies under the Loan Documents as any other Lender, and the terms "Lenders," "Required Lenders" or any similar term shall include Hankey Capital in its capacity as a Lender. Agent, Lenders and their Affiliates may accept deposits from, lend money to, act as financial or other advisor to, and generally engage in any kind of business with, Obligors and their Affiliates, as if they were not Agent or Lenders hereunder, without any duty to account therefor to any Secured Party. In their individual capacities, Agent, Lenders and their Affiliates may receive information regarding Obligors, their Affiliates and their Account Debtors (including information subject to confidentiality obligations), and shall have no obligation to provide such information to any Secured Party.

12.12 Titles. Each Lender, other than Hankey Capital, that is designated in connection with this credit facility as an "Arranger," "Bookrunner" or "Agent" of any kind shall have no right or duty under any Loan Documents other than those applicable to all Lenders, and shall in no event have any fiduciary duty to any Secured Party.

12.13 [Reserved].

12.14 No Third Party Beneficiaries. This Section 12 is an agreement solely among Secured Parties and Agent, and shall survive Full Payment of the Obligations. This Section 12 does not confer any rights or benefits upon Borrowers or any other Person. As between Borrowers and Agent, any action that Agent may take under any Loan Documents or with respect to any Obligations shall be conclusively presumed to have been authorized and directed by Secured Parties.

SECTION 13. BENEFIT OF AGREEMENT; ASSIGNMENTS

13.1 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Borrowers, Agent, Lenders, Secured Parties, and their respective successors and assigns, except that (a) no Borrower shall have the right to assign its rights or delegate its obligations under any Loan Documents; and (b) any assignment by a Lender must be made in compliance with Section 13.3. Agent may treat the Person which made any Loan as the owner thereof for all purposes until such Person makes an assignment in accordance with Section 13.3. Any authorization or consent of a Lender shall be conclusive and binding on any subsequent transferee or assignee of such Lender.

13.2 Participations.

13.2.1 Permitted Participants; Effect. Subject to Section 13.3.3, any Lender may sell to an Eligible Assignee ("Participant") a participating interest in the rights and obligations of such Lender under any Loan Documents. Despite any sale by a Lender of participating interests to a Participant, such Lender's obligations under the Loan Documents shall remain unchanged, it shall remain solely responsible to the other parties hereto for performance of such obligations, it shall remain the holder of its Loans and Commitments for all purposes, all amounts payable by Borrowers shall be determined as if it had not sold such participating interests, and Borrowers and Agent shall continue to deal solely and directly with such Lender in connection with the Loan Documents. Each Lender shall be solely responsible for notifying its Participants of any matters under the Loan Documents, and Agent and the other Lenders shall not have any obligation or liability to any such Participant. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 5.9 unless Borrowers agree otherwise in writing.

13.2.2 Voting Rights. Each Lender shall retain the sole right to approve, without the consent of any Participant, any amendment, waiver or other modification of a Loan Document other than that which forgives principal, interest or fees, reduces the stated interest rate or fees payable with respect to any Loan or Commitment in which such Participant has an interest, postpones the Term Loan Maturity Date or any date fixed for any regularly scheduled payment of principal, interest or fees on such Loan or Commitment, or releases any Borrower, Guarantor or substantially all Collateral.

13.2.3 Participant Register. Each Lender that sells a participation shall, acting as a non-fiduciary agent of Borrowers (solely for tax purposes), maintain a register in which it enters the Participant's name, address and interest in Commitments, Loans (and stated interest). Entries in the register shall be conclusive, absent manifest error, and such Lender shall treat each Person recorded in the register as the owner of the participation for all purposes, notwithstanding any notice to the contrary. No Lender shall have an obligation to disclose any information in such register except to the extent necessary to establish that a Participant's interest is in registered form under the Code.

13.2.4 Benefit of Setoff. Each Participant shall have a right of set-off in respect of its participating interest to the same extent as if such interest were owing directly to a Lender, and each Lender shall also retain the right of set-off with respect to any participating interests sold by it. By exercising any right of set-off, a Participant agrees to share with Lenders all amounts received through its set-off, in accordance with Section 12.5 as if such Participant were a Lender.

13.3 Assignments.

13.3.1 Permitted Assignments. A Lender may assign to an Eligible Assignee any of its rights and obligations under the Loan Documents, as long as (a) each assignment is of a constant, and not a varying, percentage of the transferor Lender's rights and obligations under the Loan Documents and, in the case of a partial assignment, is in a minimum principal amount of \$250,000 (unless otherwise agreed by Agent in its discretion) and integral multiples of \$100,000 in excess of that amount; (b) except in the case of an assignment in whole of a Lender's rights and obligations, the aggregate amount of the Commitments retained by the transferor Lender is at least \$250,000 (unless otherwise agreed by Agent in its discretion); and (c) the parties to each such assignment (which shall include, if the assignee is an Eligible Assignee pursuant to clause (b) of the definition thereof, the Borrower Agent) shall execute and deliver an Assignment to Agent for acceptance and recording. Nothing herein shall limit the right of Agent or a Lender to pledge or assign any rights under the Loan Documents to secure obligations of such Lender, including a pledge or assignment to a Federal Reserve Bank or any other party whether as collateral for a credit facility or otherwise; provided, however, that no such pledge or assignment shall release the Lender from its obligations hereunder nor substitute the pledge or assignee for such Lender as a party hereto.

13.3.2 Effect; Effective Date. Upon delivery to Agent of an assignment notice in the form of **Exhibit B** and a processing fee of \$3,500 (unless otherwise agreed by Agent in its discretion), the assignment shall become effective as specified in the notice, if it complies with this **Section 13.3**. From such effective date, the Eligible Assignee shall for all purposes be a Lender under the Loan Documents, and shall have all rights and obligations of a Lender thereunder. Upon consummation of an assignment, the transferor Lender, Agent and Borrowers shall make appropriate arrangements for issuance of replacement and/or new notes, if applicable. The transferee Lender shall comply with **Section 5.10** and deliver, upon request, an administrative questionnaire satisfactory to Agent.

13.3.3 Certain Assignees. No assignment or participation may be made to a Borrower, Affiliate of a Borrower, Defaulting Lender or natural person. Agent shall have no obligation to determine whether any assignment is permitted under the Loan Documents. Any assignment by a Defaulting Lender must be accompanied by satisfaction of its outstanding obligations under the Loan Documents in a manner satisfactory to Agent, including payment by the Defaulting Lender or Eligible Assignee of an amount sufficient upon distribution (through direct payment, purchases of participations or other methods acceptable to Agent in its discretion) to satisfy all funding and payment liabilities of the Defaulting Lender. If any assignment by a Defaulting Lender (by operation of law or otherwise) does not comply with the foregoing, the assignee shall be deemed a Defaulting Lender for all purposes until compliance occurs.

13.3.4 Register. Agent, acting as a non-fiduciary agent of Borrowers (solely for tax purposes), shall maintain (a) a copy (or electronic equivalent) of each Assignment and Acceptance delivered to it, and (b) a register for recordation of the names, addresses and Commitments of, and the Loans, interest owing to, each Lender. Entries in the register shall be conclusive, absent manifest error, and Borrowers, Secured Parties shall treat each Person recorded in such register as a Lender for all purposes under the Loan Documents, notwithstanding any notice to the contrary. Agent may choose to show only one Borrower as the borrower in the register, without any effect on the liability of any Obligor with respect to the Obligations. The register shall be available for inspection by Borrowers or any Lender, from time to time upon reasonable notice.

13.4 Replacement of Certain Lenders. If a Lender (a) fails to give its consent to any amendment, waiver or action for which consent of all Lenders was required and Required Lenders consented, (b) is a Defaulting Lender, or (c) gave a notice under **Section 3.5** or requested payment or compensation under **Section 3.7** or **5.9** (and has not designated a different Lending Office pursuant to **Section 3.8**), then Agent or Borrower Agent may, upon 10 days notice to such Lender, require it to assign

its rights and obligations under the Loan Documents to Eligible Assignee(s), pursuant to appropriate Assignment(s), within 20 days after the notice. Agent and Borrower Agent is irrevocably appointed as attorney-in-fact to execute any such Assignment if the Lender fails to execute it. Such Lender shall be entitled to receive, in cash, concurrently with such assignment, all amounts owed to it under the Loan Documents through the date of assignment.

SECTION 14. MISCELLANEOUS

14.1 Consents, Amendments and Waivers.

14.1.1 Amendment. No modification of any Loan Document, including any extension or amendment of a Loan Document or any waiver of a Default or Event of Default, shall be effective without the prior written agreement of Agent (with the consent of Required Lenders) and each Obligor party to such Loan Document; provided, however, that

(a) without the prior written consent of Agent, no modification shall alter any provision in a Loan Document that relates to any rights, duties or discretion of Agent;

(b) without the prior written consent of each affected Lender, no modification shall (i) increase the Commitment of such Lender; (ii) reduce the amount of, or waive or delay payment of, any principal, interest or fees payable to such Lender (except as provided in **Section 4.2**); (iii) extend the Term Loan Maturity Date applicable to such Lender's Obligations; or (iv) amend this clause (b); and

(c) without the prior written consent of all Lenders, no modification shall (i) alter **Section 5.6.2** or this **Section 14.1.1**; (ii) amend the definition of Real Estate Formula Amount (or any defined term used in such definition[s]) if the effect of such amendment is to increase borrowing availability, Pro Rata or Required Lenders; (iii) release all or substantially all Collateral; or (iv) except in connection with a merger, disposition or similar transaction expressly permitted hereby, release any Obligor from liability for any Obligations.

Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment of any Defaulting Lender may not be increased or extended without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender disproportionately adversely relative to other affected Lenders shall require the consent of such Defaulting Lender.

14.1.2 Limitations. The agreement of Borrowers shall not be required for any modification of a Loan Document that deals solely with the rights and duties of Lenders and/or Agent as among themselves. Any waiver or consent granted by Agent or Lenders hereunder shall be effective only if in writing and only for the matter specified.

14.1.3 Payment for Consents. No Borrower will, directly or indirectly, pay any remuneration or other thing of value, whether by way of additional interest, fee or otherwise, to any Lender (in its capacity as a Lender hereunder) as consideration for agreement by such Lender with any modification of any Loan Documents, unless such remuneration or value is concurrently paid, on the same terms, on a Pro Rata basis to all Lenders providing their consent.

14.2 Indemnity. EACH BORROWER SHALL INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST ANY CLAIMS THAT MAY BE INCURRED BY OR ASSERTED AGAINST ANY INDEMNITEE, INCLUDING CLAIMS ASSERTED BY ANY OBLIGOR OR OTHER PERSON OR ARISING FROM THE NEGLIGENCE OF AN

INDEMNITEE. In no event shall any party to a Loan Document have any obligation thereunder to indemnify or hold harmless an Indemnitee with respect to a Claim that is determined in a final, non-appealable judgment by a court of competent jurisdiction to result from the gross negligence or willful misconduct of such Indemnitee.

14.3 Notices and Communications.

14.3.1 Notice Address. Subject to Section 14.3.2, all notices and other communications by or to a party hereto shall be in writing and shall be given to any Borrower, at Borrower Agent's address shown on the signature pages hereof, and to any other Person at its address shown on the signature pages hereof (or, in the case of a Person who becomes a Lender after the Closing Date, at the address shown on its Assignment), or at such other address as a party may hereafter specify by notice in accordance with this Section 14.3. Each communication shall be effective only (a) if given by facsimile transmission, when transmitted to the applicable facsimile number, if confirmation of receipt is received; (b) if given by mail, three Business Days after deposit in the U.S. mail, with first-class postage pre-paid, addressed to the applicable address; or (c) if given by personal delivery, when duly delivered to the notice address with receipt acknowledged. Notwithstanding the foregoing, no notice to Agent pursuant to Section 4.1.1 or 5.3.3 shall be effective until actually received by the individual to whose attention at Agent such notice is required to be sent. Any written communication that is not sent in conformity with the foregoing provisions shall nevertheless be effective on the date actually received by the noticed party. Any notice received by Borrower Agent shall be deemed received by all Borrowers.

14.3.2 Communications. Electronic and telephonic communications (including e-mail, messaging, voice mail and websites) may be used only in a manner acceptable to Agent. Secured Parties make no assurance as to the privacy or security of electronic or telephonic communications. E-mail and voice mail shall not be effective notices under the Loan Documents.

14.3.3 Platform. Borrower Materials shall be delivered pursuant to procedures approved by Agent, including electronic delivery (if possible) upon request by Agent to an electronic system maintained by Agent ("Platform"). Borrowers shall notify Agent of each posting of Borrower Materials on the Platform and the materials shall be deemed received by Agent only upon its receipt of such notice. Borrower Materials and other information relating to this credit facility may be made available to Secured Parties on the Platform. The Platform is provided "as is" and "as available." Agent does not warrant the accuracy or completeness of any information on the Platform nor the adequacy or functioning of the Platform, and expressly disclaims liability for any errors or omissions in the Borrower Materials or any issues involving the Platform. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY AGENT WITH RESPECT TO BORROWER MATERIALS OR THE PLATFORM. No Agent Indemnitee shall have any liability to Borrowers, Secured Parties or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) relating to use by any Person of the Platform, including any unintended recipient, nor for delivery of Borrower Materials and other information via the Platform, internet, e-mail, or any other electronic platform or messaging system.

14.3.4 Public Information. Obligors and Secured Parties acknowledge that "public" information may not be segregated from material non-public information on the Platform. Secured Parties acknowledge that Borrower Materials may include Obligors' material non-public information, and should not be made available to personnel who do not wish to receive such information or may be engaged in investment or other market-related activities with respect to an Obligor's securities.

14.3.5 Non-Conforming Communications. Secured Parties may rely upon any communications purportedly given by or on behalf of any Borrower even if they were not made in a

manner specified herein, were incomplete or were not confirmed, or if the terms thereof, as understood by the recipient, varied from a later confirmation. Each Borrower shall indemnify and hold harmless each Indemnitee from any liabilities, losses, costs and expenses arising from any electronic or telephonic communication purportedly given by or on behalf of a Borrower.

14.4 Performance of Borrowers' Obligations. Agent may, in its discretion at any time and from time to time, at Borrowers' expense, pay any amount or do any act required of a Borrower under any Loan Documents or otherwise lawfully requested by Agent to (a) enforce any Loan Documents or collect any Obligations; (b) protect, insure, maintain or realize upon any Collateral; or (c) defend or maintain the validity or priority of Agent's Liens in any Collateral, including any payment of a judgment, insurance premium, warehouse charge, finishing or processing charge, or landlord claim, or any discharge of a Lien. All payments, costs and expenses (including Extraordinary Expenses) of Agent under this Section shall be reimbursed to Agent by Borrowers, **on demand**, with interest from the date incurred until paid in full, at the Default Rate applicable to Base Rate Loans. Any payment made or action taken by Agent under this Section shall be without prejudice to any right to assert an Event of Default or to exercise any other rights or remedies under the Loan Documents.

14.5 Credit Inquiries. Secured Parties may (but shall have no obligation to) respond to usual and customary credit inquiries from third parties concerning any Obligor or Subsidiary.

14.6 Severability. Wherever possible, each provision of the Loan Documents shall be interpreted in such manner as to be valid under Applicable Law. If any provision is found to be invalid under Applicable Law, it shall be ineffective only to the extent of such invalidity and the remaining provisions of the Loan Documents shall remain in full force and effect.

14.7 Cumulative Effect; Conflict of Terms. The provisions of the Loan Documents are cumulative. The parties acknowledge that the Loan Documents may use several limitations or measurements to regulate similar matters, and they agree that these are cumulative and that each must be performed as provided. Except as otherwise provided in another Loan Document (by specific reference to the applicable provision of this Agreement), if any provision contained herein is in direct conflict with any provision in another Loan Document, the provision herein shall govern and control.

14.8 Counterparts; Execution. Any Loan Document may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Agent may (but shall have no obligation to) accept any signature, contract formation or record-keeping through electronic means, which shall have the same legal validity and enforceability as manual or paper-based methods, to the fullest extent permitted by Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act. Upon request by Agent, any electronic signature or delivery shall be promptly followed by a manually executed or paper document.

14.9 Entire Agreement. Time is of the essence with respect to all Loan Documents and Obligations. The Loan Documents constitute the entire agreement, and supersede all prior understandings and agreements, among the parties relating to the subject matter thereof.

14.10 Relationship with Lenders. The obligations of each Lender hereunder are several, and no Lender shall be responsible for the obligations or Commitments of any other Lender. Amounts payable hereunder to each Lender shall be a separate and independent debt. It shall not be necessary for Agent or any other Lender to be joined as an additional party in any proceeding for such purposes. Nothing in this Agreement and no action of Agent, Lenders or any other Secured Party pursuant to the

Loan Documents or otherwise shall be deemed to constitute Agent and any Secured Party to be a partnership, joint venture or similar arrangement, nor to constitute control of any Obligor.

14.11 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated by any Loan Document, Borrowers acknowledge and agree that (a)(i) this credit facility and any arranging or other services by Agent, any Lender, any of their Affiliates or any arranger are arm's-length commercial transactions between Borrowers and their Affiliates, on one hand, and Agent, any Lender, any of their Affiliates or any arranger, on the other hand; (ii) Borrowers have consulted their own legal, accounting, regulatory and tax advisors to the extent they have deemed appropriate; and (iii) Borrowers are capable of evaluating, and understand and accept, the terms, risks and conditions of the transactions contemplated by the Loan Documents; (b) each of Agent, Lenders, their Affiliates and any arranger is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for Borrowers, their Affiliates or any other Person, and has no obligation with respect to the transactions contemplated by the Loan Documents except as expressly set forth therein; and (c) Agent, Lenders, their Affiliates and any arranger may be engaged in a broad range of transactions that involve interests that differ from those of Borrowers and their Affiliates, and have no obligation to disclose any of such interests to Borrowers or their Affiliates. To the fullest extent permitted by Applicable Law, each Borrower hereby waives and releases any claims that it may have against Agent, Lenders, their Affiliates and any arranger with respect to any breach of agency or fiduciary duty in connection with any transaction contemplated by a Loan Document.

14.12 Confidentiality. Each of Agent and Lenders shall maintain the confidentiality of all Information (as defined below), except that Information may be disclosed (a) to its Affiliates, and to its and their partners, directors, officers, employees, agents, advisors and representatives (provided they are informed of the confidential nature of the Information and instructed to keep it confidential); (b) to the extent requested by any governmental, regulatory or self-regulatory authority purporting to have jurisdiction over it or its Affiliates; (c) to the extent required by Applicable Law or by any subpoena or other legal process; (d) to any other party hereto; (e) in connection with any action or proceeding relating to any Loan Documents or Obligations; (f) subject to an agreement containing provisions substantially the same as this Section, to any Transferee or any actual or prospective party (or its advisors) to any swap, derivative or other transaction under which payments are to be made by reference to an Obligor or Obligor's obligations; (g) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) is available to Agent, any Lender or any of its Affiliates on a nonconfidential basis from a source other than Borrowers; (h) on a confidential basis to a provider of a Platform; or (i) with the consent of Borrower Agent. Notwithstanding the foregoing, Secured Parties may publish or disseminate general information concerning this credit facility for league table, tombstone and advertising purposes, and may use Borrowers' logos, trademarks or product photographs in advertising materials. As used herein, "Information" means information received from an Obligor or Subsidiary relating to it or its business that is identified as confidential when delivered. A Person required to maintain the confidentiality of Information pursuant to this Section shall be deemed to have complied if it exercises a degree of care similar to that accorded its own confidential information. Each of Agent and Lenders acknowledges that (i) Information may include material non-public information; (ii) it has developed compliance procedures regarding the use of such information; and (iii) it will handle the material non-public information in accordance with Applicable Law.

14.13 GOVERNING LAW. EXCEPT OT THE EXTENT GOVERNED BY THE BANKRUPTCY CODE, UNLESS EXPRESSLY PROVIDED IN ANY LOAN DOCUMENT, THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.

14.14 Consent to Forum; Bail-In of EEA Financial Institutions.

14.14.1 Forum. EACH BORROWER HEREBY ACCEPTS GENERALLY AND UNCONDITIONALLY THE NONEXCLUSIVE GENERAL JURISDICTION AND VENUE OF THE BANKRUPTCY COURT (AND, IF THE BANKRUPTCY COURT DOES NOT HAVE, OR ABSTAINS FROM EXERCISING, SUCH JURISDICTION, THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN OR WITH JURISDICTION OVER LOS ANGELES, CALIFORNIA), IN ANY DISPUTE, ACTION, LITIGATION OR OTHER PROCEEDING RELATING IN ANY WAY TO ANY LOAN DOCUMENTS. EACH BORROWER IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING ANY SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 14.3.1. A final judgment in any proceeding of any such court shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or any other manner provided by Applicable Law.

14.14.2 Other Jurisdictions. Nothing herein shall limit the right of Agent or any Lender to bring proceedings against any Obligor in any other court, nor limit the right of any party to serve process in any other manner permitted by Applicable Law. Nothing in this Agreement shall be deemed to preclude enforcement by Agent of any judgment or order obtained in any forum or jurisdiction.

14.14.3 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among the parties, each party hereto (including each Secured Party) acknowledges that any liability arising under a Loan Document of any Secured Party that is an EEA Financial Institution, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority, and agrees and consents to, and acknowledges and agrees to be bound by, (a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising under any Loan Documents which may be payable to it by any Secured Party that is an EEA Financial Institution; and (b) the effects of any Bail-In Action on any such liability, including (i) a reduction in full or in part or cancellation of any such liability; (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under any Loan Document; or (iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

14.14.4 Judicial Reference. If any action, litigation or proceeding relating to any Obligations or Loan Documents is filed in a court sitting in or applying the laws of California, the court shall, and is hereby directed to, make a general reference pursuant to Cal. Civ. Proc. Code §638 to a referee (who shall be an active or retired judge) to hear and determine all issues in the case (whether fact or law) and to report a statement of decision. Nothing in this Section shall limit any right of Agent or any other Secured Party to exercise self-help remedies, such as setoff, foreclosure or sale of Collateral, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, during or after any judicial reference. The exercise of a remedy does not waive the right of any party to require judicial reference. At Agent's option, foreclosure under a mortgage or deed of trust may be accomplished either by exercise of power of sale thereunder or by judicial foreclosure.

14.15 Waivers by Borrowers. To the fullest extent permitted by Applicable Law, each Borrower waives (a) the right to trial by jury (which Agent and each Lender hereby also waive) in any proceeding or dispute of any kind relating in any way to any Loan Documents, Obligations or

Collateral; (b) presentment, demand, protest, notice of presentment, default, non-payment, maturity, release, compromise, settlement, extension or renewal of any commercial paper, accounts, documents, instruments, chattel paper and guaranties at any time held by Agent on which a Borrower may in any way be liable, and hereby ratifies anything Agent may do in this regard; (c) notice prior to taking possession or control of any Collateral; (d) any bond or security that might be required by a court prior to allowing Agent to exercise any rights or remedies; (e) the benefit of all valuation, appraisal and exemption laws; (f) any claim against Agent or any Lender, on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any Enforcement Action, Obligations, Loan Documents or transactions relating thereto; and (g) notice of acceptance hereof. Each Borrower acknowledges that the foregoing waivers are a material inducement to Secured Parties entering into this Agreement and that they are relying upon the foregoing in their dealings with Borrowers. Each Borrower has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

14.16 Patriot Act Notice. Secured Parties hereby notify Borrowers that pursuant to the Patriot Act, Secured Parties are required to obtain, verify and record information that identifies each Borrower, including its legal name, address, tax ID number and other information that will allow Secured Parties to identify it in accordance with the Patriot Act. Secured Parties will also require information regarding any personal guarantor and may require information regarding Borrowers' management and owners, such as legal name, address, social security number and date of birth. Borrowers shall, promptly upon request, provide all documentation and other information as Agent or any Lender may request from time to time in order to comply with any obligations under any "know your customer," anti-money laundering or other requirements of Applicable Law.

14.17 NO ORAL AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date set forth above.

BORROWERS:

WOODBIDGE GROUP OF COMPANIES, LLC
ADDISON PARK INVESTMENTS, LLC
BLUFF POINT INVESTMENTS, LLC
SUMMIT CUT INVESTMENTS, LLC
LILAC MEADOW INVESTMENTS, LLC
DIAMOND COVE INVESTMENTS, LLC
HEILBRON MANOR INVESTMENTS, LLC
THORNBURY FARM INVESTMENTS, LLC
SAGEBROOK INVESTMENTS, LLC
IMPERIAL ALY INVESTMENTS, LLC
GRAVENSTEIN INVESTMENTS, LLC
SILVER MAPLE INVESTMENTS, LLC
GOOSEBROOK INVESTMENTS, LLC
ELSTAR INVESTMENTS, LLC
HORNBEAM INVESTMENTS, LLC
SILK CITY INVESTMENTS, LLC
HOLLYLINE OWNERS, LLC
CROWFIELD INVESTMENTS, LLC
CENTERSHOT INVESTMENTS, LLC
GRAEME PARK INVESTMENTS, LLC
MASON RUN INVESTMENTS, LLC
PINNEY INVESTMENTS, LLC
DRAWSPAN INVESTMENTS, LLC
DOUBLELEAF INVESTMENTS, LLC
WHITE BIRCH INVESTMENTS, LLC
LINCOLNSHIRE INVESTMENTS, LLC
ARLINGTON RIDGE INVESTMENTS, LLC

By: WGC Independent Manager LLC
Its: Manager

By: _____
Name: Lawrence Perkins
Title: Chief Restructuring Officer

Address: _____

Attn: _____
Telecopy: _____

AGENT AND LENDERS:

HANKEY CAPITAL, LLC,
as Agent and Lender

By: _____

Name: _____

Title: _____

Address:

Attn: _____

Telecopy: _____

EXHIBIT A

to

Senior Secured Debtor in Possession Loan and Security Agreement

ASSIGNMENT AND ACCEPTANCE

Reference is made to the Senior Secured Debtor in Possession Loan and Security Agreement dated as of _____, 20__, as amended ("Loan Agreement"), among **WOODBIDGE GROUP OF COMPANIES, LLC**, a [Delaware] limited liability company ("Parent"), and the Subsidiaries of Parent parties to the Loan Agreement as "Borrowers" (collectively, "Borrowers"), **HANKEY CAPITAL, LLC**, as agent ("Agent") for the entities from time to time party to the Loan Agreement ("Lenders"), and such Lenders. Terms are used herein as defined in the Loan Agreement.

 ("Assignee") agree as follows:

1. Assignor hereby assigns to Assignee and Assignee hereby purchases and assumes from Assignor a principal amount of \$ _____ of Assignor's outstanding Term Loan (the foregoing items being, collectively, "Assigned Interest"), together with an interest in the Loan Documents corresponding to the Assigned Interest. This Agreement shall be effective as of the date ("Effective Date") indicated in the corresponding Assignment Notice delivered to Agent, provided such Assignment Notice is executed by Assignor, Assignee, Agent and Borrower Agent, if applicable. From and after the Effective Date, Assignee hereby expressly assumes, and undertakes to perform, all of Assignor's obligations in respect of the Assigned Interest, and all principal, interest, fees and other amounts which would otherwise be payable to or for Assignor's account in respect of the Assigned Interest shall be payable to or for Assignee's account, to the extent such amounts accrue on or after the Effective Date.
2. Assignor (a) represents that as of the date hereof, prior to giving effect to this assignment, its Term Loan Commitment is \$ _____, and the outstanding balance of its Term Loans is \$ _____; (b) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Agreement or any other instrument or document furnished pursuant thereto, other than that Assignor is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; and (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of Borrowers or the performance by Borrowers of their obligations under the Loan Documents. *[Assignor is attaching the promissory note[s] held by it and requests that Agent exchange such note[s] for new promissory notes payable to Assignee [and Assignor].]*
3. Assignee (a) represents and warrants that it is legally authorized to enter into this Assignment; (b) confirms that it has received copies of the Loan Agreement and such other Loan Documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment; (c) agrees that it shall, independently and without reliance upon Assignor and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents; (d) confirms that it is an Eligible Assignee; (e) appoints and authorizes Agent to take such action as agent on its behalf and to exercise such powers under the Loan Agreement as are delegated to Agent by the terms thereof, together with such powers as are incidental thereto; (f) agrees that it will observe and perform all obligations that are required to be performed by it as a "Lender" under the Loan Documents; and (g) represents and warrants that the assignment evidenced hereby will not result in a non-exempt "prohibited transaction" under Section 406 of ERISA.

Exhibit A

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4. This Agreement shall be governed by the laws of the State of California. If any provision is found to be invalid under Applicable Law, it shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

5. Each notice or other communication hereunder shall be in writing, shall be sent by messenger, by telecopy or facsimile transmission, or by first-class mail, shall be deemed given when sent and shall be sent as follows:

- (a) If to Assignee, to the following address (or to such other address as Assignee may designate from time to time):

- (b) If to Assignor, to the following address (or to such other address as Assignor may designate from time to time):

Payments hereunder shall be made by wire transfer of immediately available Dollars as follows:

If to Assignee, to the following account (or to such other account as Assignee may designate from time to time):

ABA No. _____
Account No. _____
Reference: _____

If to Assignor, to the following account (or to such other account as Assignor may designate from time to time):

ABA No. _____
Account No. _____
Reference: _____

IN WITNESS WHEREOF, this Assignment and Acceptance is executed as of _____.

("Assignee")

By _____
Title:

("Assignor")

By _____
Title:

EXHIBIT B

to

Senior Secured Debtor in Possession Loan and Security Agreement

ASSIGNMENT NOTICE

Reference is made to (1) the Senior Secured Debtor in Possession Loan and Security Agreement dated as of December __, 2017, as amended ("Loan Agreement"), among **WOODBIDGE GROUP OF COMPANIES, LLC**, a _____ limited liability company ("Parent"), and the Subsidiaries of Parent parties to the Loan Agreement as "Borrowers" (collectively, "Borrowers"), **HANKEY CAPITAL, LLC**, as agent ("Agent") for the entities from time to time party to the Loan Agreement ("Lenders"), and such Lenders; and (2) the Assignment and Acceptance dated as of __, 20__ ("Assignment"), between _____ ("Assignor") and _____ ("Assignee"). Terms are used herein as defined in the Loan Agreement.

Assignor hereby notifies Borrowers and Agent of Assignor's intent to assign to Assignee pursuant to the Assignment a principal amount of \$ _____ of Assignor's outstanding Term Loan (the foregoing items being, collectively, the "Assigned Interest"), together with an interest in the Loan Documents corresponding to the Assigned Interest. This Agreement shall be effective as of the date ("Effective Date") indicated below, provided this Assignment Notice is executed by Assignor, Assignee, Agent and Borrower Agent, if applicable. Pursuant to the Assignment, Assignee has expressly assumed all of Assignor's obligations under the Loan Agreement to the extent of the Assigned Interest, as of the Effective Date.

The address of Assignee to which notices and information are to be sent under the terms of the Loan Agreement is:

The address of Assignee to which payments are to be sent under the terms of the Loan Agreement is shown in the Assignment.

This Notice is being delivered to Borrowers and Agent pursuant to **Section 13.3** of the Loan Agreement. Please acknowledge your acceptance of this Notice by executing and returning to Assignee and Assignor a copy of this Notice.

IN WITNESS WHEREOF, this Assignment Notice is executed as of _____.

("Assignee")

By: _____

Title: _____

Exhibit B

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("Assignor")

By: _____
Title:

ACKNOWLEDGED AND AGREED,
AS OF THE DATE SET FORTH ABOVE:

BORROWER AGENT:*

By: WGC Independent Manager LLC,
Its: Manager

By _____
Name:
Title:

* No signature required if Assignee is a Lender or Affiliate of a Lender, or if an Event of Default exists.

HANKEY CAPITAL, LLC,
as Agent

By _____
Title:

Exhibit B

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Exhibit C

Form of Interim Financing Order

[To be attached]

Exhibit C

1

Exhibit D

Form of Final Financing Order

[To be attached]

Exhibit D

1

SCHEDULE 1.1
to
Senior Secured Debtor in Possession Loan and Security Agreement

COMMITMENTS OF LENDERS

<u>Lender</u>	<u>Term Loan Commitment</u>	<u>Total Commitments</u>
Hankey Capital, LLC	\$100,000,000	\$100,000,000

SCHEDULE 7.4.1
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
			Bel Air	CA	90077	12/15/2016	\$18,200,000	Demo'd	3%	\$18,200,000
1	PD74	642 N. St. Cloud	Los Angeles	CA	90069	1/15/2016	\$13,200,000	Residence	0%	\$14,000,000
2	PD41	9212 Nightingale Drive	Beverly Hills	CA	90210	12/15/2016	\$10,500,000	Residence	0%	\$10,500,000
3	PD73	385 Trousdale Place	Beverly Hills	CA	90210	11/15/2016	\$8,400,000	Residence	0%	\$8,400,000
4	PD72	375 Trousdale Place	Los Angeles	CA	91423	2/15/2016	\$9,000,000	Demo'd	0%	\$9,000,000
5	PD28	9230 Robin Drive	Los Angeles	CA	90046	6/15/2017	\$28,280,000	Residence	0%	\$28,280,000
6	PD105	1 Electra Court	Brentwood	CA	90049	6/15/2017	\$6,300,000	Residence	0%	\$6,300,000
7	PD100	2492 Mandeville Cyn	Los Angeles	CA	90046	12/15/2014	\$2,462,500	Raw Land	0%	\$4,000,000
8	PD85	7870 Granito	Beverly Hills	CA	90210	4/28/2015	\$5,925,000	Residence	0%	\$6,500,000
9	PD03	1258 Lago Vista	Beverly Hills	CA	90210	7/15/2017	\$7,600,000	Residence	0%	\$8,000,000
10	PD101	633 N Foothill Rd	Hidden Hills	CA	91302	1/15/2016	\$4,755,000	Develop	27%	\$6,000,000
11	PD37	24055 Hidden Ridge Road	Bel Air	CA	90077	4/15/2016	\$6,500,000	Residence	0%	\$10,000,000
12	PD51	810 Sarbonne	Beverly Hills	CA	90210	5/1/2016	\$4,000,000	Demo'd	0%	\$4,000,000
13	MR	2600 Hutton	Beverly Hills	CA	90210	2/15/2016	\$7,200,000	Demo'd	0%	\$8,500,000
14	PD40	1520 Carla Ridge								

14	PD40	1520 Carla Ridge	Beverly Hills	CA	90210	5/15/2016	\$9,500,000	Demo'd	3%	\$12,500,000
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

[Legal Descriptions to be attached]

SCHEDULE 8.6.1

to

Senior Secured Debtor in Possession Loan and Security Agreement

BUSINESS LOCATIONS

1. Each Borrower currently has the following business locations:

Chief Executive Office: 14225 Ventura Blvd #100, Sherman Oaks, CA 91423

Other Locations: See Schedule 7.4.1

2. Each Obligor currently has the following business locations:

Chief Executive Office: 14225 Ventura Blvd #100, Sherman Oaks, CA 91423

Other Locations: See Schedule 7.4.1

3. In the five years preceding the Closing Date, Borrowers and Subsidiaries have had the following business locations in addition to those set forth above:

None

4. The following bailees, warehouseman, similar parties and consignees hold inventory of a Borrower or other Obligor:

None

SCHEDULE 9.1.4
to
Senior Secured Debtor in Possession Loan and Security Agreement

NAMES AND CAPITAL STRUCTURE

1. The corporate names, jurisdictions of incorporation, and authorized and issued Equity Interests of each Obligor are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Number and Class of Authorized Shares</u>	<u>Number and Class of Issued Shares</u>
Woodbridge Group of Companies, LLC	Delaware	Membership interest	N/A
Addison Park Investments, LLC	[Delaware]	Membership interest	N/A
Bluff Point Investments, LLC	[Delaware]	Membership interest	N/A
Summit Cut Investments, LLC	[Delaware]	Membership interest	N/A
Lilac Meadow Investments, LLC	[Delaware]	Membership interest	N/A
Diamond Cove Investments, LLC	[Delaware]	Membership interest	N/A
Heilbron Manor Investments, LLC	[Delaware]	Membership interest	N/A
Thornbury Farm Investments, LLC	[Delaware]	Membership interest	N/A
Sagebrook Investments, LLC	[Delaware]	Membership interest	N/A
Imperial Aly Investments, LLC	[Delaware]	Membership interest	N/A
Gravenstein Investments, LLC	[Delaware]	Membership interest	N/A
Silver Maple Investments, LLC	[Delaware]	Membership interest	N/A
Goosebrook Investments, LLC	[Delaware]	Membership interest	N/A
Elstar Investments, LLC	[Delaware]	Membership interest	N/A
Hornbeam Investments, LLC	[Delaware]	Membership interest	N/A
Silk City Investments, LLC	[Delaware]	Membership interest	N/A
Hollyline Owners, LLC	[Delaware]	Membership interest	N/A
Crowfield Investments, LLC	[Delaware]	Membership interest	N/A
Centershot Investments, LLC	[Delaware]	Membership interest	N/A

Schedule 9.1.4

Graeme Park Investments, LLC	[Delaware]	Membership interest	N/A
Mason Run Investments, LLC	[Delaware]	Membership interest	N/A
Pinney Investments, LLC	[Delaware]	Membership interest	N/A
Drawspan Investments, LLC	[Delaware]	Membership interest	N/A
Doubleleaf Investments LLC	[Delaware]	Membership interest	N/A
White Birch Investments, LLC	[Delaware]	Membership interest	N/A
Lincolnshire Investments, LLC	[Delaware]	Membership interest	N/A
Arlington Ridge Investments, LLC	[Delaware]	Membership interest	N/A

2. The record holders of Equity Interests of each Obligor are as follows:

Name	Class of Stock	Number of Shares	Record Owner
Woodbridge Group of Companies, LLC	Membership interest	100%	Carbondal Doocy, LLC
Addison Park Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Bluff Point Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Summit Cut Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Lilac Meadow Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Diamond Cove Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Heilbron Manor Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Thornbury Farm Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Sagebrook Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Imperial Aly Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Gravenstein Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Silver Maple Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Goosebrook Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Elstar Investments,	Membership interest	100%	Woodbridge Group of

Schedule 9.1.4

LLC			Companies, LLC
Hornbeam Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Silk City Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Hollyline Owners, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Crowfield Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Centershot Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Graeme Park Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Mason Run Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Pinney Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Drawspan Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Doubleleaf Investments LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
White Birch Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Lincolnshire Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC
Arlington Ridge Investments, LLC	Membership interest	100%	Woodbridge Group of Companies, LLC

SCHEDULE 9.1.13
to
Senior Secured Debtor in Possession Loan and Security Agreement

ENVIRONMENTAL MATTERS

None.

SCHEDULE 9.1.15

to
Senior Secured Debtor in Possession Loan and Security Agreement

LITIGATION

1. Proceedings and investigations pending against Borrowers or Subsidiaries:
SEC investigation as previously disclosed to Secured Parties.
2. Threatened proceedings or investigations of which any Obligor is aware:

SCHEDULE 10.2.2

to

Senior Secured Debtor in Possession Loan and Security Agreement

EXISTING LIENS

Liens securing intercompany debt arrangements as described in more detail in the 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, filed with the Bankruptcy Court in connection with the Bankruptcy Cases.

SCHEDULE 10.2.17

to

Senior Secured Debtor in Possession Loan and Security Agreement

EXISTING AFFILIATE TRANSACTIONS

Intercompany debt arrangements as described in more detail in the 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, filed with the Bankruptcy Court in connection with the Bankruptcy Cases.

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

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Exhibit C

Notcholders

EXHIBIT C

Other Secured Parties

		25,000.00
	MARIA & MIGUEL TABLADILLO	65,000.00
1. 642 SAINT CLOUD, LOS ANGELES, CA - SENIOR	PROV-JUDY TONG IRA	38,863.45
	MAINSTAR-JOANNE SOWELL	25,000.00
	DONALD GRIFFIN	25,000.00
	VERONICA MCDONALD	25,000.00
	PROV-DEREK MOORE IRA	50,000.00
	ALLAN MCDONALD	50,000.00
	NADINE GROSJEAN	50,000.00
	BARBARA CHADWICK	25,000.00
	RONALD & BETTY SCHROEDER	50,000.00
	BOBBY SANDERS FAMILY TRUST	40,000.00
	BARBARA KROPP	25,000.00
	CLARENCE WILLIAMS	40,000.00
	DARLENE WEINBERG	100,000.00
	DAVID DERRICK	60,000.00
	GREGORY & VIVIAN CARSON	30,000.00
	GREGORY & LINDA HARRISON	25,000.00
	KUANG-LEI & DIANA WU	250,000.00
	THE SCHMIDT FAMILY TRUST	200,000.00
	THE TRUST OF ANTONY MATARRESE	25,000.00
	FRED & ANN DAY	50,000.00
	RICHARD MAY	30,000.00
	DAVID KRZEMIEŃ	33,000.00
	WANDA & ARTHUR WILLIS	50,000.00
	CHARLES & MARY BEZZINA	50,000.00
	LISA NEAL	150,000.00
	JERRY & MELANIE SKARYD	25,000.00
	JOYCE KLINE	26,000.00
	RICHARD GRAINGER	190,000.00
	ATKINS FAMILY IRREVOCABLE TRUST	30,000.00
	WILMA HARPER	1,000,000.00
	THE GARY FITE REVOCABLE TRUST 10/13/09	112,300.00
	MAINSTAR-ERIC RANDOLPH	67,000.00
	PROV-KEVIN BONAS IRA	193,500.00
	SUNWEST-BILLIE CANTER IRA (1 OF 2)	150,000.00
	BYRON BEALL	31,391.79
	MADOLYN CHANDLER	40,000.00
	WALTER & RUTH VEALE	60,000.00
	MAINSTAR-BRIAN ASTON	90,300.00
	MAINSTAR-DEE NICKOLS	100,000.00
	MAINSTAR-MELANIE JOSHUA	200,000.00
	MARIANNE KELLER	25,000.00
	PROV-PATRICIA JOHNSON IRA	40,000.00
	PROV-TIFFANY WIGGS TRADITIONAL IRA	100,000.00
	SHIRLEY SMEDLEY	100,000.00
	MICHAEL LEFKOWITZ LIVING TRUST	50,000.00
	EDWARD OSBORNE	75,000.00
	GEORGE & LYNNE MELLECKER	100,000.00
	CAROLE & HERBERT CAFARELLA	50,000.00
	ZHANA MAKSIMOV	100,000.00
	DANIEL STUDY	50,000.00
	SUNWEST-BILLIE CANTER IRA (2 OF 2)	50,000.00
	INDRA VIDAL	25,000.00
	GARY WRIGHT	25,000.00
	BETTY HAU	46,000.00
	BRUCE CECKA	88,945.00
	MAINSTAR-GEORGE GALE JR	161,170.00
	PROV-DAVID KEMP IRA	42,500.00
	PROV-GARY ACKERMAN IRA	53,000.00
	PROV-RICHARD WISE IRA	

	62,500.00
	100,000.00
PROV-MONIKA HUEY IRA	25,000.00
FREDA ALFORD	110,000.00
ABRAHAM KOLNIERZ 1999 TRUST	150,000.00
PROV-KEITH NGUYEN	45,000.00
DAVID & PATRICIA TOSHNER	186,864.87
WILLIAM & JUDITH LUNSFORD	50,000.00
MARY CASALE	50,000.00
RICHARD CLAVERIA MD APC PENSION PLAN & TRUST	75,000.00
CLAUDIA SYKES	25,000.00
STEVEN PELZ	25,000.00
FRED & KAREN RANDHAHN	116,834.37
EVELYN TORKELSON	50,000.00
PROV-BETTY LOU HARVEY ROTH IRA	25,000.00
BOYD & BRENDA ARMSTRONG	70,000.00
YURIKO & MICHAEL HENDERSON	25,000.00
THOMAS VAUGHAN SR	125,000.00
THE GERALD CARLSON LIVING TRUST	25,000.00
THE ANDREW MYRICK REVOCABLE TRUST 05/18/17	100,000.00
MICHAEL REED	25,000.00
PATSY RAE VELTING	30,000.00
PROV-JERRY & KATHLEEN VERSEPUT ICA	100,000.00
KARIN EICHHORN	60,000.00
MIKHAIL MOROZOV TRUST	70,000.00
THE ANDREA GRIGGS LIVING TRUST OF 2000	72,000.00
IRA SVC-JOYCE STOCK	25,000.00
MICHAEL & CYNTHIA HALES	50,000.00
PHAM FAMILY TRUST 05/09/02	100,000.00
GENEVIEVE COLEMAN	50,330.00
MANUEL FAMILY REVOCABLE LIVING TRUST 02/07/03	42,270.00
PROV-GARY HANNABASS IRA	50,000.00
PROV-WANDA HANNABASS IRA	500,000.00
ROBERT OSTENDORFF JR & SHIRLEY COOPER	75,000.00
GERALD & ELIZABETH SJAASTAD	100,000.00
ROBERT BRAZEE	375,000.00
THE HAENDEL TRUST 06/14/02	50,000.00
THE MARC & DENISE PIERRE FAMILY TRUST	250,000.00
SHANE & KATHRYN LITZENBERGER	25,000.00
DAVID & MARILYN BETTINGER	50,000.00
BARBARA & TODD RUBENSTEIN T/O/D	25,000.00
THE JEAN NISHIZU-SHIKATA TRUST 05/18/05	25,000.00
FRANCINE & ROBERT BOTWINICK	50,000.00
RODNEY STAINBROOK	135,000.00
PAULA MEYERSON	100,000.00
LINDA WIRKUS	120,000.00
CUSTRED FAMILY TRUST	75,000.00
JEAN EICHOLTZ	33,150.00
DAVID & JOHNEE MILLER FAMILY TRUST 07/15/02	100,000.00
PROV-GERALD STARY IRA	50,000.00
BLACK FAMILY REVOCABLE TRUST 05/05/04	100,000.00
MARY COLLINS	84,600.00
MICHAEL BROOKS	100,000.00
PROV-ELIZABETH FREIDEL IRA	50,000.00
CAUSTRITA TRUST 10/06/11	60,000.00
PATRICK MCMAHON	100,000.00
BETTY SOLLENBERGER	50,000.00
DEBORAH & DOUGLAS VAN GEMERT	50,000.00
RALPH CLARK JR	25,000.00
SHARI PROCOPIO	100,000.00
ELIZABETH COLANTUONO REV LIVING TRUST	33,000.00
RODNEY BLACK T/O/D	88,000.00
SUZANNE ROON T/O/D	60,000.00
IRA SVC-CLAUDIA DODGE	
GEORGE REITTER	

	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
		25,000.00
		30,000.00
	ERIC HUANG	50,000.00
	WILLIAM WORST JR	55,000.00
	WILLIAM MILES	70,000.00
	TOMMYE GAYLER	100,000.00
	CHALLIS FORD	37,000.00
	HERSHEY & FRED A BOWERS	1,000,000.00
	LYNDA LILLY	100,000.00
	ROBERT & NORMA ROWE	37,315.95
	JAMES HAMM	49,500.00
	MAINSTAR-RUSSELL MOSLEY	57,000.00
	PROV-THOMAS HEGER IRA	50,000.00
	IRA SVC-TERESA HORNFECK	25,000.00
	PROV-KIM ONESKO IRA	25,000.00
	CHARLES & ROSE DUNLAP	100,000.00
	DONALD HAZELTON & CONNIE FREED	50,000.00
	LUIS JARAMILLO	114,550.00
	WILLIAM KNUPP	55,000.00
	PROV-RICHARD GAWLIK IRA	55,750.00
	PROV-RICHARD WIRKUS IRA	99,000.00
	PROV-DOUG ONESKO IRA	180,000.00
	PROV-SYLVIA MANNING IRA	150,000.00
	MAINSTAR-ANNA SHAVER	50,000.00
	MARY HORNBAKER	100,000.00
	ROBERT & DAWN SHARKEY	133,385.40
	PROV-DWAUNE JONES IRA	42,935.00
	RACHELLE GEISSLER	25,570.00
	JARA GROUP II LLC	25,000.00
	PROV-DEAN GEILENKIRCHEN IRA	25,000.00
	MICHAEL TAYLOR	44,000.00
	JOSEPH & FRANCINE SPANIAL	80,000.00
	PROV-PENNY FRAZIER IRA	32,000.00
	NANCY TAYLOR	30,000.00
	MAINSTAR-SHAYNE MICKELS	100,000.00
	CRAIG OSBORNE	150,000.00
	DAVID & PEGGY HOLMES	60,000.00
	DAVID DAVIS	25,000.00
	KEITH JOHNSON	500,000.00
	IAIN BARCLAY	100,000.00
	CAROL LECHMAN LIVING TRUST 08/12/91	83,000.00
	MAINSTAR-DAVID MILLER	120,000.00
	JHARNA DE	27,300.00
	PROV-GAIL AKARD IRA	140,000.00
	IRA SVC-JAMES YOUNG	50,000.00
	IDA HILL	30,000.00
	WALTER THOMPSON	100,000.00
	MARJORIE DIRKSEN	50,000.00
	CHALLIS & CARLENE FORD	65,000.00
	MORINE CARTER	
	SHIRLEY STAHL	

		100,000.00
	ROSALINE LEE	100,000.00
	RONALD MOORE	192,854.78
	WILMA KEOWN	75,000.00
	MYAH ALI	200,000.00
	JEFF FORD ENTERPRISES INC	50,000.00
	LANTA & SAMUEL PETRE	150,000.00
	SAMUEL & LOIS PETRE	50,000.00
	MICHELLE DOYLE	270,000.00
	DENNIS SHAW TRUST 08/07/97	60,000.00
	TYRUS & WENDY BARNES	
		186,000.00
2. 9212 NIGHTINGALE DR, LOS ANGELES, CA - SENIOR	MAINSTAR-RICHARD FILLINGER IRA	36,000.00
	WILMA COOPER	50,000.00
	CHRISTOPHER MCCARROLL	50,000.00
	FRIENDS OF TRAVIS FISHER HOUSE	50,000.00
	DELTIS & JUDITH MOORE	35,000.00
	THERESA MADDEN	70,000.00
	DELORES HOLMES	50,000.00
	ELIZABETH GORDON FAMILY TRUST	28,000.00
	TIMOTHY & DANIEL WILSON	190,000.00
	DOST FAMILY TRUST	25,000.00
	JONATHAN BRUCE	200,000.00
	RICHARD AND LOIS CARLI	50,000.00
	JASON & ELIZABETH LACHANCE	25,000.00
	JOSEPH LURGIO	50,000.00
	ROBYN HAMER	120,000.00
	THOMAS FRAZER REVOCABLE TRUST 8/20/09	150,000.00
	CHERYL SPARKS	50,000.00
	CHING-YU MENG	50,000.00
	HORACE HOLLEY JR	268,000.00
	MAINSTAR-RICHARD CHAYKIN	90,000.00
	LLOYD GOWDY	200,000.00
	SHIRLEY & GORDON KIRSTEN	100,000.00
	MARK MOSHEIM	50,000.00
	PROV-MICHAEL TYSON IRA	100,000.00
	THE MARTIN LANTIN DE MESA FAMILY TRUST	200,000.00
	PROV-UPENDRA & SMITA KULKARNI ICA	80,000.00
	PROV-KAREN SMITH IRA	90,000.00
	JAMES PEACE	100,000.00
	MICHAEL WEINER MD PA PROFIT SHARING PLAN	50,000.00
	LINDA STEVENS	100,000.00
	KENNETH AND THERESA LYONS	40,000.00
	ADVANTA IRA SVCS-DONALD SCHEMAN IRA	25,000.00
	MARK CAINE	36,700.00
	PROV-GARY HANAK	100,000.00
	LYNNE FRIEND	30,000.00
	JOHN S BRANCKE REV TRUST	50,000.00
	STEPHEN SWAFFORD (1 OF 2)	57,143.00
	SUNWEST-ALI NAJAFI ROTH IRA	180,597.00
	LAURA SIMPSON	30,000.00
	EDWARD CONWAY	25,000.00
	TATYANA KAPLAN	200,000.00
	RON & DONNA ROHRER	60,229.28
	MAINSTAR-STEVE GIDDENS	100,000.00
	ALBERT G CYR TRUST	25,000.00
	HAROLD RUECKERT	35,000.00
	FRED AND LORRAINE HANWELL	100,000.00
	WILLETT DAIRY FARM & CATTLE CO	60,000.00
	THOMAS AND PATRICIA MOORE	25,000.00
	LUCIE POHL	75,000.00
	MICHAEL AND RITA ARNOLD	29,000.00
	JAMES MCGRANN	50,000.00
	DAVID TOWNLEY	

		53,000.00
		100,000.00
	BOWERS FAMILY TRUST	50,000.00
	GARY RINGSDORF	50,000.00
	RONALD GARCIA & MICHELLE HERNANDORENA-GARCIA	100,000.00
	IRA SVCS-DONALD MCKENZIE	240,000.00
	MICHAEL GUBLER	25,000.00
	MARK BEGGS	48,000.00
	CHARLES & SUSAN NOBLE	100,000.00
	MAINSTAR-CAROL SAVIO	25,000.00
	PATRICIA VEATCH TRUST 11/09/16	40,000.00
	ANDERSON FAMILY REV LIVING TRUST 09/25/07	30,000.00
	LOUIS & JOYCE COSTANZA	90,000.00
	FAMILY TRUST OF JOSEPH & CAROL LIMA	100,000.00
	RONALD RIZER	25,000.00
	ANN DELAP	82,600.00
	CAROLE & ROBERT SHAPIRO	23,382.01
	PROV-HELEN SUE VON INS-ROPER'S IRA	50,000.00
	PROV-ALAN SCHULZ IRA	50,000.00
	PROV-JOHN LEROY ERICKSON IRA	100,000.00
	BETTINA FAVATA	50,000.00
	ROXY FELGER	40,000.00
	THOMAS ROSE (2 OF 2)	128,058.00
	PROV-LISA JACKSON ROTH IRA	50,000.00
	PROV-JOAN MILLER	60,000.00
	CAROL FELTON	50,000.00
	SUNWEST-JEFFREY JONES	60,000.00
	THOMAS ROSE (1 OF 2)	50,000.00
	STEVEN & SHARON KOZAK	130,000.00
	PATRICIA PEMBERTON	41,980.00
	ROLAND AND RITA KYOVSKY	64,300.00
	PROV-LEAH KEPLER IRA	75,000.00
	PROV-MICHELLE BOGGS IRA	50,000.00
	PROV-CRAIG MUENTER IRA	35,000.00
	KENNETH PANKONIEN	25,000.00
	MAINSTAR-GEORGE RIVERO	25,000.00
	ELAINE AND BERNARD NESENOFF	25,000.00
	PROV-KIM ROBB IRA	28,576.59
	JAMES & SUSAN SEWALD	119,481.60
	PROV-EILEEN SARICA IRA	50,000.00
	PROV-DANIEL FENDER IRA	50,000.00
	CAROL & CHAZZ SCHOENFELD	100,000.00
	DOYLE & MARCIA RUMSEY	42,000.00
	BKD SOLO 401K TRUST FBO ROBERT DESANTIS	30,000.00
	BRUCE ORCHARD	25,000.00
	CURTIS JORDAN	200,000.00
	DELWYN AND BETTY WAYNER	25,000.00
	THE E ELAINE SMETANA TRUST 8/17/94 AMENDED	30,000.00
	PATRICIA & DONALD KRAHN	50,000.00
	BRENDA BLACK	60,000.00
	MAY FAMILY RLT 7/8/2005	25,000.00
	CAROLYN STRICKLAND	83,750.00
	ELIZABETH & ROBERT DAWSON	100,000.00
	PROV-DANNY LIME	25,000.00
	GREGORY & NANCY WALL	25,000.00
	WALTER & MARY JANE BROADWELL	50,000.00
	NANCY HEDRICKS	50,000.00
	STEPHEN SWAFFORD (2 OF 2)	35,000.00
	THE NEW CASTLE COUNTY BOARD OF REALTORS	55,000.00
	DAVE COOK	26,500.00
	BERTSCH VACATION HOMES LLC	25,000.00
	PROV-LINDA WEBB IRA	25,000.00
	DENNIS & PEGGY FETTING JOINT LIVING TRUST 10/08/09	60,000.00
	BESSIE LONG	
	IRENE OLIN TRUST 02/25/98	

2. 9212 NIGHTINGALE DR, LOS ANGELES, CA - DEV	ROBERT TIDLER	25,000.00
		25,000.00
	SILING LI	25,000.00
	GAIL I KNITTER LIVING TRUST 11/10/11	40,000.00
	GAYLE & JOSEPH BREWER	100,000.00
	ROBERT CASSIDY	100,000.00
	ELIZABETH MUNK	34,500.00
	IRA SVCS-AMY ANN FOOTE IRA	65,000.00
	MAINSTAR-GORDON KIRSTEN	300,000.00
	DANIEL & LINDA VALENTINE	161,000.00
	PROV-MICHAEL ALEXANDER IRA	25,000.00
	PATRICIA MCCUTCHEON	120,000.00
	PROV-MAREL SIGSWAY IRA	
		34,351.00
3. 385 TROUSDALE PLACE (TWO), BEVERLY HILLS, CA - SENIOR	ALEXANDRA AYERS	25,000.00
	AUSTIN M FRISHMAN REVOCABLE LIVING TRUST	100,000.00
	JACK JACOBY	100,000.00
	STEVE GOLDFINGER	150,000.00
	MAINSTAR-DENNIS SEALEY (1 OF 2)	50,000.00
	JEFFREY & PATRICIA HOLMES	149,000.00
	MAINSTAR-MACLOVIA BLAKLEY	145,000.00
	MAINSTAR-WILLIAM BARRAUGH	100,000.00
	PROV-JANIS HOWELL IRA	50,000.00
	MAE & KIN LEONG	25,000.00
	VAL PECO	76,000.00
	MAINSTAR-SUSAN GLIEBE	125,000.00
	IRA SVCS-WOODROW WILSON	25,000.00
	HELENE WOLFLEY & RICHARD DIRICCO	50,000.00
	CHRISTINE PASSIGLIA	100,000.00
	THE GULDEN TRUST 12/18/90	27,000.00
	CLAY BOOTHE	31,956.87
	MAINSTAR-MICHAEL THRANE	50,000.00
	SATYA MALICK	150,000.00
	MAINSTAR-DENNIS SEALEY (2 OF 2)	50,000.00
	STEPHEN SWAFFORD	50,000.00
	R THOMAS & CHRISTINE IRWIN REVOCABLE TRUST	50,000.00
	MAINSTAR-PHILLIP POWELL	25,000.00
	KENT KELLERSBERGER	73,921.25
	MAINSTAR-GUANG MA	30,000.00
	LOUIS & GERALDINE HUNTEMAN	25,000.00
	ARMOND MINCEY	60,000.00
	JEFFREY & MERI LU MILLS	100,000.00
	THE BADER TRUST 02/01/17	41,570.37
	MAINSTAR-TERRI WALKER	40,000.00
	ROBERT HOFFMAN	100,000.00
	JAMES BARON T/O/D	50,000.00
	FLORENCE & DOUGLAS NESAW	50,000.00
	FREDERICK & DONNA WILLIS	50,000.00
	JAMES & LORRAINE SHINDLER	50,000.00
	MARK & MAGDALENA DYSLIN	200,000.00
	RONALD SPRENGER	25,000.00
	DEBORAH MIELKE	175,000.00
	C JOAN & MARK ANDERSON	559,013.00
	LEONARD & SANDRA CAMERON	25,000.00
	GAIL BOUSUM	50,000.00
	KARIN SCOTT TRUST AGREEMENT 05/22/12	200,000.00
	JOSEPH & JOAN HAWKINS	100,000.00
	ALFRED STEEN	25,000.00
	THE PORTER FAMILY TRUST	43,892.08
	RICHARD & LINDA CHELTEN (1 OF 2)	25,000.00
	BEN KOZAK	50,000.00
	DOUGLAS MCCLINTIC	200,000.00
	ROBERT & KAREN SCHROER	

	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	60,000.00
	PROV-MYRON THOMPSON IRA	65,000.00
	PROV-JAMES JANIESCH IRA	50,000.00
	MERVIN & MARY HUMPHRIES	40,000.00
	JOAN WHITEHEAD IRREVOCABLE TRUST	63,000.00
	RICHARD & JANET GRONEMEYER JOINT TRUST AGREEMENT	100,000.00
	TSUN-SEN & MITZI FU	85,000.00
	SASSER TESTAMENTARY TRUST FOR VALERIE CATHERS 11/02/15	50,000.00
	PROV-DAVID HOUSER IRA	100,000.00
	GREGORY & CAROL THOMPSON	25,000.00
	GLEN & DIANE PRINCE	25,000.00
	SUSAN BILLS	220,265.27
	MAINSTAR-FRANK BOLON	25,000.00
	LEIAH KITARE	40,000.00
	BONNIE HASH-STRUTHERS	100,000.00
	LAUREN WEST TRUST 12/11/12	30,000.00
	OASIS LODGE NO 41 F&AM	25,000.00
	PAUL BRAND	100,000.00
	PROV-KENNETH HOLBROOK IRA	100,000.00
	CHUCK RASBACH	50,000.00
	STAN & DELILA LUMBARDY	119,903.54
	MAINSTAR-BOBBY MCDONALD	100,000.00
	DAVID & BARBARA EVERS	100,000.00
	FRANK GRIFFIN JR	25,000.00
	MARIANNE & JOHANNES KLAFFKE	50,000.00
	CLIVE & MAXINE PETERS	25,000.00
	ISRAEL & NILDA DIAZ	30,000.00
	JAMES & DIANE WAHL	35,300.77
	MAINSTAR-LUCRICIA JONES	31,504.00
	MAINSTAR-GLEN JONES	160,000.00
	ELIZABETH LOMBARDO REVOCABLE TRUST	
		50,000.00
	KENNETH & ALEEN STANTON	50,000.00
3. 385 TROUSDALE PLACE (TROUSDALE TWO), BEVERLY HILLS, CA - DEV	MONGE FAMILY TRUST 02/25/10	
		50,000.00
	WILLIAM ELIA	50,000.00
4. 375 TROUSDALE PLACE, BEVERLY HILLS, CA - SENIOR	CALLAGHAN PUMP & CONTROLS INC	80,000.00
	IRA SVCS-CHUC LY	50,000.00
	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	25,000.00
	ELIZABETH SORIANO	49,500.00
	HORIZON-JUAN MACIAS IRA	42,000.00
	PROV-STEVEN SCHULTZ ROTH IRA	50,000.00
	JAMES & VALLUAH WOODBY	40,000.00
	HORACE HOLLEY JR	40,000.00
	JAMES CASE	82,602.14
	PROV-LAURA SNITZER ROTH IRA	25,000.00
	PAUL & MARGARET GIAMMARCO	50,000.00
	MICHAEL HUWE	

	26,274.86
MAINSTAR-JOSEPH CENSOPANO	25,000.00
JUDITH NUSE	25,000.00
KARNAIL SINGH	75,800.00
MAINSTAR-LINDA SIEBE	50,000.00
MARK & KATHY HOLMAN	40,000.00
SANDRA SNYDER	50,000.00
MARIA & LUIS MARES	80,000.00
RANDEL LILLIE & JANET MAULIN	40,000.00
RODGER MAYRAND	25,000.00
JACK GWALTNEY	100,000.00
REVOCABLE LIVING TRUST OF EMMETT & SHARON GIBSON 01/15/08	50,000.00
JOSEPH SIRIANNI FAMILY REV LVG TRUST	50,000.00
GENEVIEVE COLEMAN	300,000.00
DAVID ASHWORTH REVOCABLE LIVING TRUST	53,300.00
PROV-MICHAEL CONCASCIA IRA	35,000.00
BARBARA WOHLWEND LIVING TRUST 08/15/08	80,000.00
CURTIS & SHARON AYRES	50,000.00
JAMES MCDONALD	150,000.00
JAMES RICE	400,000.00
SALLIE RICE	25,000.00
HENRY PIERSON	69,000.00
MAINSTAR-ANTHONY INENDINO	42,000.00
MAINSTAR-RUTH HODNE	50,000.00
PHILIP GREENFIELD REV LVG TRUST	25,000.00
STEPHEN & HEIDI FAMER	100,000.00
THELMA WILSON	184,000.00
NEAL & MELODY STUTEVILLE	50,000.00
FRIEDA RACHT	50,000.00
DAVID & MELINDA BESELER	47,000.00
MAINSTAR-NORMA BERTRAND	50,000.00
IRA SVC-MARC FRUCHTER	25,000.00
BARRIE & LARRY DUBIN	30,251.20
NICHOLE HENDERSON	53,177.00
PROV-MILDRED OHLER IRA	52,000.00
IRA SVC-MELINDA WHEELER	50,000.00
STEPHANIE FERNANDEZ	50,000.00
JEFFREY & PATRICIA HOLMES	60,000.00
PROV-HENYA BONETSKY IRA	150,000.00
EDUARD & IVETA DANEK	50,000.00
DAVID & HARRIET SAYER	50,000.00
DAVID & ALICE MCGINLEY	250,000.00
MICHAEL WEINER MD PA PROFIT SHARING PLAN	25,000.00
DARLENE MOUW	100,000.00
DIANNE SPIROFF	27,780.00
PROV-CONSTANCE BOATWRIGHT IRA	25,000.00
PROV-RACHELLE ALBANESE ROTH IRA	55,000.00
BERTSCH VACATION HOMES LLC	50,000.00
BLINDBURY FAMILY TRUST 04/11/91	50,000.00
SNEHAL & NIPA SHAH	50,000.00
MICHAEL KLINEMAN	40,000.00
MAINSTAR-MURRAY MACKSON	51,250.00
PROV-ROBERT REGNER IRA	50,000.00
SUNWEST-SCOTT NEAL IRA	30,000.00
CHRISTINA GALLAGHER	30,000.00
MAINSTAR-DAVID ENGELBERT	25,000.00
NOLA SHINABERRY	50,000.00
JAMES MATTHEW	107,000.00
PROV-THERESA CENTRONE IRA	40,000.00
PROV-DIANNA AINSWORTH IRA	30,000.00
LOUIS & MURIEL MORROW FAMILY TRUST	25,000.00
JOAN & LOUIS GIOVACHINO REVOCABLE TRUST 12/30/07	90,000.00
IRA SVC-CHARLES BARNES	
4. 375 TROUSDALE PLACE (TROUSDALE), BEVERLY HILLS, CA - DEV	

5. 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	50,000.00
	PHILIP AND CYNTHIA DAVIS	25,000.00
	BETTY GRAVENS TRUST 4/15/96	25,000.00
	ROBERT GRAVENS TRUST 4/15/96	93,250.00
	MAINSTAR-MICHAEL KANE	30,000.00
	CLYDE & JANINE COFFMAN	63,219.00
	PROV-JOE MALONEY IRA	25,000.00
	BERTHOLD & ANITA SCHWARZ	30,000.00
	DAVID SLATER	25,000.00
	DEBORAH KUNKEL	24,000.00
	IRA SVC-ERNESTINE KORD	25,000.00
	ROSEMARY DORKO	149,801.00
	MAINSTAR-MARK FISHER	269,184.15
	PROV-DARRELL FINNEY IRA	60,000.00
	PROV-EDWIN YOUNG IRA	279,000.00
	IRA SVC-SANDIE SIMMONS	317,700.00
	PROV-KATHERINE MESSENGER IRA	200,000.00
	FELIPE & CRUZ GARCIA	75,000.00
	FRED & LUCIA POHLMAN	50,000.00
	JOHN T & JOAN F MURPHY LIVING TRUST	25,000.00
	ARTHUR AND REGINA FISCHER	100,000.00
	ROMAN AND MARLENE FULLENKAMP	25,000.00
	STEPHEN & MELINDA FULLENKAMP	30,000.00
	GEORGE AND ESTHER MILLER	30,000.00
	MELVIN AND JANET STEINBRUNNER	30,000.00
	LAVERN AND JOANNE STEINBRUNNER	50,000.00
	PAM ZEIER	100,000.00
	RAYMOND WADE PORTER REVOCABLE LIVING TRUST	50,000.00
	NORMAN HULL JR	30,000.00
	CHRISTY MCAFFEE	100,000.00
	CHRISTIAN & DINAH GOLDING	300,000.00
	HERCZOG FAMILY TRUST	25,000.00
	WALTER LINCOLN	26,000.00
	ROBERT LYONS	388,000.00
	PROV-TERRENCE GREGORY IRA	100,150.00
	PROV-MOLLIE ANDERSON IRA	25,000.00
	PAMELA & JOHN FISHER	25,664.19
	MAINSTAR-CEDRIC RANDOLPH	25,000.00
	NICOLE MARKS	30,000.00
	MAINSTAR-JONI SPOON	100,000.00
	LARRY & SANDRA TODD	80,000.00
	KENT BRITTON	78,163.00
	PROV-ROBERT MCKINNEY IRA	150,000.00
	RONALD & MARY LOU CLARK	50,000.00
	THE LEON PERLIN REVOCABLE TRUST AGREEMENT 12/12/06	50,260.00
	PROV-VICTOR STRAPKO IRA	49,000.00
	PROV-SUSAN BRANTLEY IRA	70,000.00
	PROV-KAREN J TAYLOR	50,000.00
	DONALD & DONNA WEISE	50,000.00
	JAY & MARJORIE PARKER	50,000.00
	DANIEL & SUSAN HASTINGS	100,000.00
	AVIJIT & JASSY MUKHERJEE	50,000.00
	CAMPBELL FAMILY TRUST 10/30/02	25,000.00
	RONALD & PATRICIA SANDHOFF	100,000.00
	REBECCA WOLLIN	52,000.00
	MAINSTAR-MARJORIE CENTORE IRA	

	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	60,000.00
	PROV-JIMMY CLAYTON IRA	25,000.00
	JAKE MURILLO	25,000.00
	THE BRIELLE ANDERSON REVOCABLE TRUST	
		25,000.00
	NATALYA CHAYKOVSKY	40,000.00
5. 9230 ROBIN DR, LOS ANGELES, CA - SECOND	RAY PIIRA	149,500.00
	PROV-DOUGLAS VANCE IRA	90,000.00
	MAINSTAR-GARRETT GINGRICH	60,000.00
	RONALD LOONEY	99,500.00
	PROV-ROBERT CASSIDY IRA	130,000.00
	GLENNA COVER	50,000.00
	JAY & ILENE SMALL	50,000.00
	DAVID KELLEY TRUST 07/16/13	100,000.00
	STEPHEN AMBROSE	50,000.00
	CARL & ANNA SITES	55,000.00
	PROV-JEFFERY SCHELINSKI IRA	100,000.00
	WILLIAM & BETTY GRIFFITH	50,000.00
	CARL ANDERSEN-JENSEN	100,000.00
	PROV-KEITH NGUYEN IRA	
		50,000.00
	JEFFREY & COLLEEN BARKLEY	25,000.00
	ANTHONY WINTER	100,000.00
6. 1 ELECTRA COURT, LOS ANGELES, CA - SENIOR	BRUCE & TREVA BREMNER	100,000.00
	CAROL BERGLUND LIVING TRUST 03/31/16	30,000.00
	CHARLES VANFOSSON	100,000.00
	ELLEN FUENTES REVOCABLE LIVING TRUST	50,000.00
	JAMES HAEN	100,000.00
	KEITH BERGLUND LIVING TRUST 03/31/16	50,000.00
	MANFRED HEIPP	100,000.00
	RICHARD KOHLER REVOCABLE LIVING TRUST	50,000.00
	VELMA NIELSEN	100,000.00
	ADAM LENTNER	25,000.00
	ANGELA BAGLIONE-MANLEY	25,000.00
	ARLO & JEAN BAUMGARN	30,000.00
	DAVID & SANTA ANDERSON	60,000.00
	DIANE CONAWAY	25,000.00
	EDWARD QUINN	100,000.00
	GIUSEPPE & ROSA ISGRO	43,000.00
	JOSEPH PERFETTO	500,000.00
	LORI KOBETTTSCH	25,000.00
	MICHAEL WEINER MD PA PROFIT SHARING PLAN	25,000.00
	ROBERT GLASS JR	80,000.00
	SANTA & DAVID ANDERSON	25,000.00
	BETSY HADDOCK & KIMBERLY BRADY	100,000.00
	IVAN GOLDBERG	70,000.00
	JENNIFER WEITZMAN	200,000.00
	KAREN KNUDSEN	350,000.00
	KARLA SCHMIDT COMMINIS TRUST	50,000.00
	KATHLEEN MINKUS	50,000.00
	MARY E STRICKLAND & ARMOND MINCEY	75,000.00
	ROGER & ANITA PARADAY	25,000.00
	THE BETTY VEATCH TRUST 06/21/12	50,000.00
	THE DON MORGAN TRUST 03/25/17	650,000.00
	THE KAREN PAYNE LIVING TRUST 12/28/06	25,000.00
	ANN FORD REVOCABLE TRUST	
	CHRISTINE LIVINGSTON	

	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	500,000.00
	COLUMBUS MEDICAL EQUIPMENT INC	50,000.00
	DALE & KATHRYN WIDEMAN	25,000.00
	GARLAND OLESEN	100,000.00
	HARRIS & MARION FREEMAN	30,000.00
	HARVEY & MARY WRYNN	100,000.00
	JOHANN LORIDON	25,000.00
	JUDY & GERALD JENISCH	50,000.00
	VITA DIPOLITO IRREVOCABLE TRUST	100,000.00
	BENJAMIN & AARON NIEDEBALKI	75,000.00
	DOLLY KELEPECZ	30,000.00
	DONALD FREYTAG	100,000.00
	HELEN & CHARLES CADDICK	50,000.00
	JOHN & KRISTINA ROSER	25,000.00
	JOHN ARCHIMEDE	100,000.00
	JOHN & WILMA REBUCK	45,000.00
	JOYCE KLINE	25,000.00
	JULIANNE BOLTZ	50,000.00
	LARRY DUHON	50,000.00
	MARLENE GREEN	200,000.00
	MICHAEL & LESLY BLEND	100,000.00
	SUNWEST-RUTH VAUGHT IRA	25,000.00
	THE FLAX FAMILY REVOCABLE TRUST 07/27/95	25,000.00
	THE MORRILL FAMILY TRUST	250,000.00
	ANITA LEE	25,000.00
	BRUCE & LINDA KING	25,000.00
	DR PATRICK BERRYHILL TRUST 03/01/66	27,200.00
	HERBERT FINNELL & GEORGEANNE BROWN	50,000.00
	IRA SVC-BARBARA SPESSARD	25,000.00
	JOHN BROWN	60,000.00
	LINDA FORBES	150,000.00
	MAINSTAR-RAMONA ROBINSON	25,000.00
	MAINSTAR-STEVEN WALGREN	120,000.00
	MARIE KEEFER	55,000.00
	MARILYN SCHUSTER	40,000.00
	ROGER & LAURIE SHOEMAKER	25,000.00
	VIRGILIA GILAM	100,000.00
	ANGELA CANNADA	100,000.00
	CAROLINA CRETILLA	50,000.00
	CHRISTOPHER KIRRIE	50,000.00
	JAMES & GERALDINE LINDSAY	65,000.00
	JOSEPH SILVA	25,000.00
	LEE BOWERS	50,000.00
	LEO & NORMA O'REILLY	100,000.00
	RICHARD BOWEN	515,000.00
	TRONG PHAM & HOA NGUYEN	50,000.00
	VINCENT, MERCEDES, & PATRICK ENRIQUEZ	25,000.00
	VIRGINIA & ALLAN WHEELER	50,000.00
	CATHY SHOTZBERGER	100,000.00
	CLIFFORD ALBERTSON REV LVG TRUST	70,000.00
	DAVID ASHWORTH REVOCABLE LIVING TRUST	80,864.00
	DOUGLAS KELLER 08/23/84 TRUST	50,000.00
	GAYLYNN MORTENSEN	
	MARTHA GRANDES	

	180,000.00
MARY E AGREN LIVING TRUST	40,000.00
PHYLLIS OWEN & DANIEL TIBBETS	50,000.00
SUSAN BOUDREAUX	25,000.00
WILLIAM BRYAN OWEN	30,000.00
ALFRED NAI	200,000.00
APRIL BROCKSON	250,000.00
FLORENCE MARKGRAF REVOCABLE LIVING TRUST	20,000.00
LESTER & TERRI KYLE	59,595.96
MAINSTAR-STEVEN BEASLEY	200,000.00
NANCY THOMAS	70,000.00
SUSAN RUSSELL	30,000.00
BRAD THOMPSON	100,000.00
DON & CHERYL GABBITAS	25,000.00
HELEN FARRIOR	50,000.00
KAMELA MOHS & SHANNON HEMME	161,507.00
MAINSTAR-CHARLES VAN FOSSON	41,500.00
MAINSTAR-DIANE F CHONO	68,500.00
MAINSTAR-KATHLEEN DEFORD	60,000.00
PROV-CHRISTY IVEY IRA	100,000.00
ROSALIE WISELY	28,000.00
SUSAN MCCOY	335,500.00
MAINSTAR-ESFIR VOLENBERG INHERITED IRA	25,500.00
MAINSTAR-LINDA PERRY	25,500.00
MAINSTAR-SAMUEL PERRY SR	25,000.00
MAINSTAR-SANDRA HARRIS	52,430.13
MAINSTAR-SHARON MROZ	100,000.00
MAINSTAR-SUSAN GILLEN	200,000.00
PETER & JUDITH CARAVELLA	69,992.00
PROV-MARCINE TRAVIS IRA	100,000.00
PROV-MUHAMMAD RAHMAN IRA	48,768.32
PROV-RANDY HANSEN IRA	351,134.74
PROV-RICKY VINSON IRA	59,500.00
PROV-STEPHEN DEHNERT IRA	25,000.00
THOMAS NEESER	25,000.00
RITA MAVITY	218,800.00
PROV-WILLIAM COX IRA	485,000.00
MAINSTAR-PATRICK ENRIQUEZ	471,000.00
MAINSTAR-DAVID BURT	120,000.00
LINDA HUGHES REVOCABLE TRUST 01/15/04	125,000.00
JOHN & LYNN HODGE	60,000.00
JAMES TOLSON JR	74,400.00
HORIZON-DAVID RICH SEP IRA	25,000.00
CELIA ADAMS	75,000.00
MAINSTAR-BYRON CROMER	41,807.33
MAINSTAR-JEREMY CORDONNIER	25,716.00
MAINSTAR-VICKI FIRESTACK	155,000.00
MAINSTAR-LINDA WILLIAMS	33,414.00
MAINSTAR-MICHELE GALE	220,000.00
IRA SVC-MICHAEL LIPSITZ IRA	100,000.00
PROV-CHERYL MACEY IRA	124,000.00
PROV-REBA CASLER IRA	28,000.00
PROV-REBA CASLER ROTH IRA	80,000.00
PROV-CRAIG JOYNER IRA	49,000.00
MAINSTAR-BARBARA SJUTTER	42,500.00
PROV-DEAN BARNEY IRA	50,000.00
KENT & PATRICIA FLETCHER	53,000.00
THE WEARLEY FAMILY TRUST	30,000.00
NANTANAPORN ENGBRECHT	30,000.00
JEFFREY & THERESA WILKINSON	100,000.00
AW FIELD LIVING TRUST 07/10/09	100,000.00
FIELD TRUST B 03/16/09	100,000.00
DAVID HENNESSEE	25,000.00
BARBARA PAYNE	

		25,000.00
	ROBERT INOUE	50,000.00
	ROBERT & JACQUELINE BODELIN	25,000.00
	RANDAL & KRISTINE ULLMER	250,000.00
	JAMES & CHARLOTTE FARLEY	150,000.00
	KATHLEEN WATSON	271,500.00
	PROV-GEORGE GREEN IRA	50,000.00
	TREVOR LUKE	50,000.00
	WILLIAM & ELIZABETH JUE	50,000.00
	PROV-DAVID DAMON IRA	50,000.00
	PROV-EDWARD VANCE IRA	300,000.00
	PROV-GARY FITE IRA	40,400.00
	PROV-ROBERT GROSS JR IRA	71,000.00
	PROV-SUSAN SELLERS IRA	100,000.00
	RICHARD & CAROL ENSLOW	25,000.00
	JULIAN AGUINALDO	100,000.00
	DEE TROYER	100,000.00
	PAUL ONNINK LIVING TRUST 09/26/07	25,000.00
	RON GRAHAM	75,000.00
	PATRICK & SUSAN HASLAM	100,000.00
	ROBERT JONES	30,000.00
	THE NUNEZ TRUST 06/15/96	25,000.00
	KENT & BEVERLY KELLERSBERGER	50,000.00
	ALAN MCCARTHY	25,000.00
	ELDA ROSCOE-GUSTAFSON	50,000.00
	ADVANTA SVC-ANGELA ROBINSON IRA	46,000.00
	IRA SVC-JAMES MACE	118,000.00
	MAINSTAR-JOHN CANTLIN	25,000.00
	THE FRED & ANN HANSEN FAMILY TRUST	25,000.00
	MAINSTAR-BARRY BOSLEY	100,000.00
	RUBEN JR & RITA NOEL	116,500.00
	MAINSTAR-JESSICA CLIFTON	100,000.00
	PEDRO & DAISY TREJO	50,000.00
	W R LEMONS IRREV SUBTRUST # 2 FBO LAURA COPELAND	50,000.00
	ALAN MAYEDA	30,000.00
	LARRY MCKINNEY	111,017.40
	MAINSTAR-GAYLYNN MORTENSEN	64,608.89
	MAINSTAR-KENNETH FLITTON	73,024.01
	MAINSTAR-KENT KELLERSBERGER	50,000.00
	MARIPAZ BRAGADO	25,000.00
	MARK SCHABO	75,000.00
	OLIVER & SHARON ZIEMANN	35,000.00
	PEGGY SMITH	50,000.00
	DARLENE CETOLA PA	22,000.00
	IRA SVC-MICHAEL LIPSITZ ROTH IRA	31,291.97
	MAINSTAR-PAULA WILLIAMS ROTH IRA	25,000.00
	MYRIAM ALONSO	35,000.00
	RODNEY DOCKEN	25,000.00
	ROSEMARY HARRISON	25,000.00
	BARBARA LAGUD	25,000.00
	JAMES & LINDA KIRKENDALL	30,000.00
	MARGARET MICHAEL	100,000.00
	STEPHEN & ZOILA THOMPSON	250,000.00
	ZACK BOMSTA	50,000.00
	DARLENE DONATELLI	185,000.00
	JAMESPAUL LIMATO	35,000.00
	BRANDON LAWRENCE	272,000.00
	MAINSTAR-TERI MAGNOTTI	150,000.00
	MILAGROS BRAGADO	80,000.00
	SARAH CLINE & BRUCE DUBOIS	65,000.00
	BERNARD & CECILE TOBIN	90,000.00
	DAVID & BRENDA LANDWEHR	132,923.00
	DOROTHY PERRY	157,480.28
	PROV-JAMES SANDY IRA	

	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	27,000.00
	PROV-ROBERT REGNER IRA	25,000.00
	LORRAINE & WAYNE KELLY	200,000.00
	ALAN & DESIREE BAKER	50,000.00
	REBECCA MICHAELS	100,000.00
	DUWAYNE & BARBARA KUEHN	15,000.00
	CHARLES BICHT JR	15,000.00
	JENNIFER BICHT	100,000.00
7. 2492 MANDEVILLE CANYON, BRENTWOOD, CA - SENIOR	ALFRED ORTENZO REV TRUST	218,000.00
	MIKE & COLLEEN CHRISTENSEN	55,000.00
	ETHEL MARTIN	35,000.00
	RONALD JEFFREY	100,000.00
	VAL & TAMARA PECO	67,000.00
	CYNTHIA MARTINEZ & ROBERT BEUTLER	90,000.00
	CONRAD & JODY HARBUCK	25,000.00
	DORIS MCELWEE LIVING TRUST	100,000.00
	EDINA ALLEN	50,000.00
	ELEFTERIOS & SANDRA KONSTANTINIDIS	75,000.00
	FAMILY TRUST OF AINA FAE BARRY	50,000.00
	JANINE RIOUX & REX LAMEW	25,000.00
	LAURENCE WINGATE II	100,000.00
	NORM MEIER	50,000.00
	ABRAHAM & HILARY WOLF	80,000.00
	CURTIS & SHARON AYERS	40,000.00
	LOGAN & SARRAH NOLAN	64,777.00
	PROV-KATHRYN DISSELER IRA	75,000.00
	DEIRDRE & BENJAMIN FERNANDES	25,000.00
	LOLA HASSELQUIST	300,000.00
	WILLIAM & KAREN NUGENT	25,000.00
	SUVARCHALA SOMAYAJULA	200,000.00
	PANORAMA VILLAGE OF HEMET INC	100,000.00
	LOUISE C FAIVRE	75,826.00
	HORIZON-MARTHA DEUSTCH IRA	70,000.00
	MICHAEL ROCKS	100,000.00
	DAVID & BETH SJAASTAD	47,000.00
	PROV-JORDAN NAKATSUKA IRA	100,000.00
	RONALD PINCOUS REVOCABLE TRUST	25,000.00
	PROV-MARK BAKER IRA	30,000.00
	ALVIN & MARTHA WENDEL	100,000.00
	JOHN MEDEIROS TRUST 05/05/16	30,000.00
	GOLDER-POTTKOTTER POST 6515	25,000.00
	GLORIA CHERELSTEIN	50,000.00
	WAMPLER LIVING TRUST	75,000.00
	MARCIA FEDERER	50,000.00
	D KEVIN & MARTHA HASTING JOINT REVOCABLE TRUST	100,000.00
	NORMA WEINER LIVING TRUST 11/13/13	100,000.00
	DUWAYNE & BARBARA KUEHN	100,000.00
	RICHARD HELLER	100,000.00

		25,000.00
	GLORIA & FREDERICK FINE	30,000.00
	PROV-RENEE NORTON IRA	137,856.00
	PROV-CHARLES FRONTERA IRA	160,000.00
	PROV-WILLIAM HARDEE IRA	53,000.00
	PROV-MONICA REIFFER IRA	25,000.00
	HARMON FAMILY REVOCABLE FAMILY LIVING TRUST	25,000.00
	KENNETH & SHIRLEY RAMMEL	51,854.00
	PROV-EILEEN BANCROFT IRA	100,000.00
	IRA SVC-JOHN PLAISTED	40,000.00
	ALAN & RUTH MAICKI	
		50,000.00
	LAURA STERN & LARA POSNER-LEMONS	85,900.00
7. 2492 MANDEVILLE CANYON, BRENTWOOD, CA - DEV	MAINSTAR-DONALD PIERCE	200,000.00
	MAINSTAR-DAVIN LEOEUF	
		25,000.00
	JACK & PATRICIA REITZEL	100,000.00
B. 7870/7900/7956 GRANITO DR, LOS ANGELES, CA - FIRST	BRYAN & DANETTE PYLES	111,551.00
	HENRI OR BARBARA JEANRENAUD	25,000.00
	DAVID & SANTA ANDERSON	75,000.00
	JENNIFER MCCrackEN	50,000.00
	WILLIAM TUERKE IV	50,000.00
	KENT MARTIN	22,350.00
	PROV-MAURICE TRITT IRA	123,000.00
	IRA SVCS-SUZANNE NEAL IRA	100,000.00
	THE MIRIAM SERMAN 2010 TRUST	100,000.00
	SHELLY MELBY	150,000.00
	CHRISTINE LLOYD	61,280.00
	MAINSTAR-JOAN MESSIMER ROTH IRA	40,000.00
	STEPHANIE MIHALCZO	50,000.00
	JOHN & JEAN ALME	250,000.00
	FLOYD JONES	50,000.00
	PROV-DOUGLAS PARKINS IRA	75,000.00
	JEFFREY GERRITSON	150,000.00
	MICHAEL WEINER MD PA PROFIT SHARING PLAN	100,000.00
	ALBERT & MARIAN ELLIOTT LIVING TRUST 05/29/03	175,000.00
	LARITA KAY MERRICK	33,750.00
	PROV-DORIEENNE BAIDA IRA	159,000.00
	PROV-ROYAL WEST IRA	25,000.00
	RICHARD & MARY ANN STEPHENS	25,000.00
	PROV-NELLIE RUELOS IRA	60,200.00
	IRA SVC-KENNETH HOWDEN	200,000.00
	DOLORES HEINZ ESTATE	36,000.00
	EDWARD MEYER	51,000.00
	HORIZON-LOWELL KOENCK IRA	50,000.00
	JAN & NANCY BURBA	50,000.00
	CRAIG HORNER DDS PC PROFIT SHARING PLAN	75,000.00
	FRANK CEPULKOWSKI	
		25,000.00
	SANDRA PILKINGTON	25,000.00
B. 7870/7900/7956 GRANITO DR, LOS ANGELES, CA - SECOND	WILLIAM REPASKY	380,000.00
	EDWARD ANTONIO	50,000.00
	PROV-RICHARD GAWLIK IRA	25,000.00
	KURT & ELFRIEDE RITTER	30,443.00
	PROV-SUSAN FERBER IRA	109,000.00
	MARJORIE EVERS	200,000.00
	MAINSTAR-JACKIE PARKER	100,000.00
	RAY PIIRA	350,000.00
	GRAHAM MARTIN	230,000.00
	BROAD INSIGTS LLC CASH BALANCE PLAN	50,000.00
	JOYCE BURCKHOLTER	160,000.00
	MONICA NICHOLS T/O/D	75,000.00
	MARK HILDERLEY	33,171.00
	LELAND SHINABERY	

	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
		20,000.00
		70,000.00
9. 1258 LAGO VISTA DR TWO, BEVERLY HILLS, CA - FIRST	BRUNK FAMILY TRUST	25,000.00
	WILLIAM KAGGERUD	25,000.00
	HUNG-CHANG HUANG	15,000.00
	J HAWKEYE RONDEAU	25,000.00
	LOLITA PATE	50,000.00
	WILLIAM & DEBORAH MICHAELS	90,000.00
	PHILIP & CYNTHIA DAVIS	200,000.00
	MAINSTAR-JEFFREY MCCLURG	30,000.00
	JODI HASKINS	100,000.00
	PROV-GEORGE UCCELLI IRA	50,000.00
	DONALD & KATHLEEN WEAVER	70,000.00
	ALUKAL & JOLLY ANTONY	28,000.00
	CAROL LASHINE	30,000.00
	LINUS & SANDRA CLUNE	200,000.00
	ROBERT & JACQUELINE REYNOLDS REV LIVING TR 6/5/03	25,000.00
	MAX & SHELIA HUMBERT	100,000.00
	DAVID & JUDY ROGERS	50,000.00
	THE EWELL & BETTY BOURGEOIS REVOCABLE TRUST	50,000.00
	SHARON GREMILLION	25,000.00
	RYAH VAALER	141,000.00
	ROBERT & DOROTHY MCELROY	33,500.00
	RICHARD H MINETTI REVOCABLE TRUST 6/2/97	116,382.43
	IRA SVC-LORI COLE	68,000.00
	PROV-JULIE GOODWIN IRA	100,000.00
	PROV-ELIZABETH SCHOENLEIN IRA	50,000.00
	JACK & BARBARA LAMPHIER	200,000.00
	ROXANNE LAWRENCE REVOCABLE TRUST 06/16/08	100,000.00
	WILLIAM F BLEVINS	25,000.00
	HELEN & CHARLES CADDICK	130,000.00
	DENNIS SWENSON	51,000.00
	ARTHUR W ROBERTS JR EXEMPT TR UTD 11/05/97	250,000.00
	DALE ZENK	250,000.00
	ROSEWOOD CAPITAL INVESTMENTS INC	50,000.00
	CLAYTON CAPITAL INVESTMENTS CORP	25,000.00
	DAVE & VICKIE CANDEL	55,000.00
	FLOYD BIRD	104,400.00
	MARIA KRAWIEC	25,000.00
	PROV-JULIO HERDOCIA IRA	55,000.00
	CATHERINE DERENZIS	25,000.00
	PAULA FREED	100,000.00
	MAINSTAR-SANDRA HARRIS	75,000.00
	MAINSTAR-SHARYL HARUGUCHI	25,000.00
	FLORENCE MARANUK	48,600.00
	BETTY L & NICK A PUTHOFF	100,000.00
	IRA SVC-KATHLEEN HOWDEN	25,000.00
	ANTHONY MANGIA	100,000.00
	CHARLES & MARIE MILLER	50,000.00
	MARY FORINGTON	50,000.00
	KELLY LANGE	50,000.00
	DAVID & CAROL WADE	65,000.00
	OMG HOLDING LLC	
	HENRI & BARBARA JEANRENAUD	
		100,000.00
9. 1258 LAGO VISTA DR (TWO), BEVERLY HILLS, CA - SECOND	RANDALL & KELLY HUFFMAN	100,000.00
	NEUMANN REVOCABLE TRUST	

	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 STRATSMAN	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
10. 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	130,000.00
	THE BETH BARBER LIVING TRUST 12/01/97	25,000.00
	LEILA & JEFFREY PEPPERS	100,000.00
	MAURICE & THELMA NELSON	50,000.00
	MITCHELL & VICTORIA JOHNSON	100,000.00
	NELDON & ANNA WATSON REV LIV TRUST 09/07/10	250,000.00
	ROBERT & BRADLEY BODINE	100,000.00
	ALLEN SHOEMAKER	25,000.00
	JOHN HART	163,000.00
	MAINSTAR-JOHN PRIOLETTI	78,000.00
	MAINSTAR-JOHN RILEY	37,000.00
	MAINSTAR-MYRA RYE-MYERS	75,300.00
	MAINSTAR-RICHARD MARSTON	229,000.00
	MAINSTAR-SANDRA GLUPKER	80,000.00
	MARINO & MERRILY CASSINA	50,000.00
	ELIZABETH BOTCHIS & JENNIFER HAWTHORNE	50,000.00
	GREGORY & JANE HOMAN	50,000.00
	JENNIFER HAWTHORNE & ELIZABETH BOTCHIS	50,000.00
	JULIA DENISON	150,000.00
	MANJULA KAPADIA	30,000.00
	MARIA & MIGUEL TABLADILLO	100,000.00
	MARY & WALTER ROLLERSON	50,000.00
	CHRISTOPHER POFFEL	50,000.00
	MYLES RUSCHE	25,000.00
	W MICHAEL & KAREN MICELE	65,500.00
	PROV-JOHN SIEGLER JR IRA	49,000.00
	LOIS BOLYARD	50,000.00
	VINCENT & HILDA ZOFREA	100,000.00
	JOHN SIEGLER JR	50,000.00
	MARY BAAR	50,000.00
	BRIAN LITT	40,000.00
	BOB STAHLER	100,000.00
	GARY ARNDT	

	FRED & DOYLENE TAYLOR	100,000.00
	ROY & MARTHA JONES	100,000.00
	CAROL LAMBERT & ANDREA DARWENT	182,570.50
	MAINSTAR-WANDA CAUDILL	100,000.00
	DAVID DERRICK	50,000.00
	JOHN TAPLEY	25,000.00
	MAINSTAR-DEBBIE LIKENS	54,400.00
	MAINSTAR-PAMELA MILLS	150,000.00
	JOHN G & SHIRLEY A SMITH	25,000.00
	MARK A BOOR	25,000.00
	JOAN & ROGER I OZINGA	25,215.00
	PROV-LILIAN PELTZ-PETOW IRA	85,000.00
	PATRICIA POLLARD	100,000.00
	ROBERT & CHERYL SCHLAGE	53,000.00
	LOIS SHANK	35,000.00
	IRA SVC-EUGENE SCHOOLS	
	STEVE & SHERRY CARTER	75,000.00
	IRA SVC-ROY DAUGHERTY	25,000.00
10. 633 FOOTHILL RD, BEVERLY HILLS, CA - DEV	WALES & JOAN BEATY	100,000.00
		94,500.00
	DANIEL & DARYL BOWERS	25,000.00
11. 24055 HIDDEN RIDGE RD (TWO), HIDDEN HILLS, CA - SENIOR	THE BEL AIR III CRUT	25,000.00
	CHELLEN FAMILY TRUST	25,000.00
	IRA SVCS-PETER RICHTER	75,000.00
	JAMES MCDONALD	50,000.00
	ADAM AND MARY FEIST	11,000.00
	KERMIT BREYER	50,000.00
	ROBERT AND SHEILA MCNEELEY	75,000.00
	DAVID AND JILL HARDIN	30,000.00
	JUDITH BYRUM	50,000.00
	DOUG AND MARION HORWOOD	40,000.00
	RANDY TRAINER	106,000.00
	PROV-BARBARA TOTH IRA	27,500.00
	PROV-DONALD PENDAGAST IRA	100,000.00
	SIDNEY AND MARY ANN ANDERSON	30,000.00
	JOYCE KRAVITSKY	150,000.00
	JEFFREY WOLK	88,000.00
	DARRELL AND SHARON VITONE	75,000.00
	DONLIE SMITH	200,000.00
	MARY LOU & DAVID BRANDEBERY	25,000.00
	MICHAEL AND PATRICIA ONESKO	32,343.00
	MAINSTAR-MICHAEL MILLWARD ROTH IRA	49,100.00
	PROV-LEE GILBERT ROTH IRA	75,000.00
	GERALD ROY	25,000.00
	HIROYUKI GOSDEN	50,000.00
	KENT & PATRICIA FLETCHER	50,000.00
	FRANK CEPULKOWSKI	159,764.00
	PROV-DAVID HERMANSEN IRA	48,000.00
	PROV-GERALD ROETHLE JR IRA	100,000.00
	NANCY WRIGHT AND MATTHEW RADER	50,000.00
	LONNIE & CAROLYN THOROMAN	50,000.00
	GENEVIEVE COLEMAN	200,000.00
	COLTRIN BROTHERS LLC	50,000.00
	TERRANCE PELTON	50,000.00
	WEBESHETE ASEFA	100,000.00
	LOWELL PETERSON	50,000.00
	JEFFREY & BRENDA MILLER	50,000.00
	DAVID DAWSON	100,000.00
	THE E ELAINE SMETANA TRUST 08/17/94 AS AMENDED	50,000.00
	DANIEL RODRIGUEZ	50,000.00
	RONALD AUBLE	50,000.00
	KENNETH ROSTANT	50,000.00

11. 24055 HIDDEN RIDGE RD (TWO), HIDDEN HILLS, CA - DEV	HORIZON-MELINDA BROWN IRA	58,202.00
		25,000.00
	MELCHERT FAMILY TRUST 3/18/05	100,000.00
	ROBERT L SCHATNER TRUST	100,000.00
	BRYAN & DANETTE PYLES	57,400.00
	PROV-WILLIAM CABLE INDIVIDUAL CASH ACCOUNT	50,000.00
	ESTELLE GORDON	25,000.00
	ALFRED & AIDA HART RESTATED & REV LVG TRUST	50,000.00
	MARIAN E GENNARO REVOCABLE TRUST	50,000.00
	REV TRUST RHODA BERMON 12/12/95 (2 OF 2)	150,000.00
	JEAN & CORONA LETHIECQ TRUST	45,000.00
	DELAINE KEMPE REVOCABLE TRUST 1/4/12 (2 OF 2)	39,000.00
	ZAKS ASSET MANAGEMENT TRUST	50,000.00
	KAREN & WILFORD OLSON	50,000.00
	RICHARD KIRK REVOCABLE LIVING TRUST	25,000.00
	ILENE PATTERSON	25,000.00
	ALVIN & DEANNA SACKER	25,000.00
	ROBERT KAMMES	50,000.00
	SHARON WOLK KIRK REVOCABLE LIVING TRUST	25,000.00
	DENNIS & KATHRYN PATTEN	50,000.00
	MARY THOMPSON	50,000.00
	PATTI DONNELLY	25,000.00
	KELLY BOEDEDEKER	25,000.00
	MARIE & JULIE MARCHANTE	25,000.00
	PROV-SUE MOSHER IRA	100,000.00
	STEIGMAN INC	50,000.00
	ABRAHAM WORKMAN	26,000.00
	MAINSTAR-BARBARA REYNOLDS	50,000.00
	JEFFREY & MICHELLE AUGASON	25,000.00
	LEROY BUCKNER	100,000.00
	MENG SE & MARY TAING	50,000.00
	JEFF FORD ENTERPRISES	90,000.00
	SYLVIA & RICHARD RUGGIERO	500,000.00
	MAINSTAR-KELLI HUNTER	85,600.00
	PROV-ROGER PIETZ ROTH IRA	116,500.00
	DANIEL & BRENDA HOMAN REV LIVING TRUST	50,000.00
	PROV-STEVEN SCHULTZ ROTH IRA	100,000.00
	ESTHER & EUGENE EVANS	100,000.00
	BETTY & NICK PUTHOFF	117,000.00
	CATHY BAILEY	100,000.00
	ALBERT NORRIS	34,464.00
	PROV-DAVID LITTLEFIELD ROTH IRA	50,000.00
	GERALD ROETHLE JR	70,000.00
	MAINSTAR-WILLIAM PEAVEY	150,000.00
	PROV-JAMES FLETCHER IRA	79,500.00
	PROV-LINDA LENNARTZ IRA	50,000.00
	HUNTER EVANS	100,000.00
	DENNIS HELVEY	107,000.00
	PROV-JAG-JEFFREY UHLAND IRA	50,000.00
	ALEXANDER TOSI	340,000.00
	GERALD & BEVERLY LEHMAN	25,000.00
	XIAOLIN SHI & LAN DIWU	250,000.00
	PROV-HELEN BURNEY IRA	280,000.00
	PROV-BETTY BELIN IRA	39,200.00
	PROV-DAN HOVEN IRA	90,000.00
	ISAAC SHANK	40,000.00
	PROV-GAYLE REIFFER BRUGGINK ROTH IRA	250,000.00
	JOHN & JOAN O'NEILL	75,000.00
	TOMMYE GAYLER	200,000.00
	ADOLFO & XIOMARA REQUEJO	50,000.00
	ERVIN REIMER	100,000.00
	CHARLES COATE	50,000.00
	TANG SHIUN YEH	

		100,000.00
		94,000.00
	HEIDI POLITI	115,000.00
	MAINSTAR-BONITA GAINET	100,000.00
	MAINSTAR-MINA BENNET	200,000.00
	MAINSTAR-JACK GRONKE SR	84,328.58
	KATHLEEN & DWIGHT DURYEA T/O/D D MURRAY & T DURYEA	250,000.00
	MARY PHILLIPS	25,000.00
	NELL ABSTON	250,000.00
	FRANCIS & PHYLLIS LINEBACK	88,400.00
	W KENNETH GREENWOOD FAMILY TRUST	50,000.00
	PROV-DONALD NOBLES IRA	25,000.00
	LEWIS & RUTH RACHMELL REV LIVING TRUST	100,000.00
	MARIE RECINE T/O/D	50,000.00
	JOSEPH & FRANCINE SPANIAL	
	ARLENE & IRA GOLDSTEIN T/O/D	52,000.00
		50,000.00
12. 810 SARBONNE RD, LOS ANGELES, CA - SENIOR	RUTH CAMP PERSONAL CARE TRUST	100,000.00
	BEVERLY BERNEDENE PETERS TRUST	50,000.00
	THE RUSSELL & DORIS HOKANSON LIVING TRUST	25,000.00
	JUDITH & ROBERT MALTZ	93,000.00
	LAURENCE POWER	46,340.00
	MAINSTAR-ROGER GRAYSON	65,000.00
	PROV-RICKY VOSS SEP IRA	40,000.00
	RICHARD & BEVERLY CROWE	35,000.00
	EDMUND & VIRGINIA NIMMOW	25,000.00
	MARK BAKER	100,000.00
	MARIA CELIZ	100,000.00
	KIMBAL AND JULIE RAGAN	122,535.00
	PROV-MARK BAKER IRA	50,000.00
	DONNA GOUDE	100,000.00
	THE JOHN J AND JANE A FUCHS REVOCABLE LIVING TRUST	75,000.00
	SEYMOUR GELDZAHLE	100,000.00
	ROSE-ELLEN HOPE	50,000.00
	FRED & HELEN HOLDENER	350,000.00
	RANDY BYRNES	50,000.00
	BRAD AND MARIA KAISER	140,000.00
	ALFRED J ORTENZO REV TRUST	50,000.00
	S&R KELLER FAMILY TRUST	25,000.00
	CHRISTINA GALLAGHER	50,000.00
	GARDEN CITY MASONIC F&AM #587	30,000.00
	RONALD & HEIDI CLEMENS	40,000.00
	THE MAMO FAMILY TRUST 11/18/02	25,000.00
	IRVIN JR & DIANE VARNER	365,000.00
	CINDY & RANDALL HUFFMAN	30,000.00
	MARIA HOLLAND	100,000.00
	SHERYL SIMPSON	25,000.00
	BETTY B HOLLAND LIVING TRUST 2/20/1998	25,000.00
	RICHARD DRINKER JR	42,000.00
	CYNTHIA LEPPERT	25,000.00
	JOHN BIRKMEYER	100,000.00
	CLARENCE & PHYLLIS SMITH	71,000.00
	NORM MEIER	100,000.00
	PROV-ALFRED GROVES IRA	50,000.00
	PROV-BRUCE BINNS IRA	30,000.00
	PATRICIA ONNINK	50,000.00
	DEBRA JENKS-LATOUR	85,000.00
	WAYNE FORD	372,000.00
	PROV-JOYCE FRIEDMAN IRA	100,000.00
	PROV-JOHN APPLETON IRA	37,200.00
	JON AND KAY WILABY	39,000.00
	MAINSTAR-NANCY LANGDON	29,000.00
	ADVANTA SVC-DARLENE JANIESCH IRA	50,000.00
	MAINSTAR-GARY WOODS	
	ALBERT BROWN	

		60,000.00
	GARY MACPHERSON	22,000.00
	ALBERT EVENER	50,000.00
	MARIANNE HORNER TRUST	25,000.00
	KARYTA BARNES	
		100,000.00
12. 810 SARBONNE RD, LOS ANGELES, CA - DEV	MARTIN & JUDY ANDREWS	50,000.00
	LESTER CUMMINGS JR	25,000.00
	CORT GILLEN	116,500.00
	PROV-NORAH SOWA IRA	80,000.00
	DAVID & BRENDA LANDWEHR	25,000.00
	SHERRY CORDONNIER	30,000.00
	ROCCO FAVATA	50,000.00
	JAMES & DONNA COTTER	50,000.00
	CORNERSTONE GROWTH	100,000.00
	DAVID & GYL HANNA	50,000.00
	STEVEN & DIANA RAINS	25,000.00
	LINDA & RON EVERTS	25,000.00
	CORY THOMPSON	50,000.00
	JAMES TOLSON JR	30,000.00
	JEAN & EDWARD CONWAY REVOCABLE TRUST	50,000.00
	CLAIRE MUMMERT	50,000.00
	MAINSTAR-RAYMOND SANDERS	130,000.00
	PROV-LARRY LOGERO IRA	70,342.93
	SUNWEST-LAUREL CHASE IRA	50,000.00
	THE MARIE MARCHANTE FAMILY TRUST 08/21/00	100,000.00
	INDRA & BHARATI PATEL	50,000.00
	PETER & ELIZABETH AUCOIN	50,000.00
	MAINSTAR-LOIS HAIGAZIAN	20,000.00
	WILLIAM MILES	25,000.00
	LARRY MORGAN	399,000.00
	MAINSTAR-JAMES FODOR	110,000.00
	LOUIS & KATHRYN STROTHMAN	120,000.00
	ALAN ROEKLE	25,000.00
	SHIRLEY ALTMAN REVOCABLE TRUST AGREEMENT	100,000.00
	DRURY IRREVOCABLE TRUST 06/25/09	25,000.00
	GEORGE & NANNIE NICHOLS	116,000.00
	VICTOR JOHNSTON LIFE INSURANCE TRUST	
		50,000.00
13. 2600 HUTTON DRIVE, BEVERLY HILLS, CA - FIRST	SUSAN HUNT	57,324.02
	GARROULD FAMILY TRUST	50,000.00
	MAINSTAR-DOULGAS CLANCY JR	100,000.00
	ALFRED & AIDA HART R&A REV LIVING TRUST 6/18/13	25,000.00
	JB1 FARM LLC	50,000.00
	THE MIRIAM SERMAN 2010 TRUST	88,252.48
	MAINSTAR-ROSALINA LAMCHEK	50,000.00
	PATRICIA MOELLER	40,000.00
	SUSAN HUNT	60,000.00
	JAMES MARS & ADRIENNE DRITZ-MARS	100,000.00
	MAINSTAR-ANN NEAL ROTH IRA	98,549.69
	MAINSTAR-THOMAS STREVELER	25,000.00
	PATRICK & SUSAN HASLAM	40,000.00
	WILLETT SMITH	50,000.00
	EDWIN & RUTHE RUSSELL	100,000.00
	GOLDEN BERRETT	70,000.00
	DONNA HOSKING	100,000.00
	ALBERT & FREDA LYNCH	25,000.00
	NORMA CHEATHAM	86,500.00
	PROV-LORI MOTTA IRA	50,000.00
	PROV-CHRIS FOX IRA	56,284.27
	PROV-RICHARD SNITZER IRA	50,000.00
	KEMP BENNETT	150,000.00
	JACQUELYN WOLFER	80,000.00
	C RON & ELIZABETH WOLTERS	

		25,000.00
	YING MCCA	46,000.00
	DOREL & ELIZABETH LOZNEANU	74,000.00
	MARILYN TOBIN	50,000.00
	DENNIS & PATRICIA MEYER	25,000.00
	RUSSELL FRAME	75,000.00
	BETTY BEERS IRREVOCABLE TRUST	25,000.00
	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	50,000.00
	KATHY & WAYNE APPEL	25,000.00
	TONY & WENDY GOETTER	58,000.00
	MAINSTAR-TENITA COLLINS	75,000.00
	MAINSTAR-DAVID ENGELBERT	25,000.00
	JAMES MARTUZZO	25,000.00
	LINDA & JIM AUSTIN	30,000.00
	DOLORES POWERS	52,750.00
	PROV-DONNALOU ALEXANDER IRA	
		30,000.00
	PHILLIP II & SHARON ROLLINS	80,000.00
	DANIEL & CASSANDRA RHOADES	32,990.00
13. 2600 HUTTON DRIVE, BEVERLY HILLS, CA - SECOND	PROV-DAN HOVEN IRA	29,300.00
	SUSAN MOSHER	50,000.00
	TRUST OF JANNEKE & HARRY REVILL REV LIV TRUST	100,000.00
	BLIFORD & GAIL MANER	105,500.00
	PROV-PERRY ARCHULETA IRA	500,000.00
	GARY & PATRICIA POST	22,800.00
	IRA SVCS-CHRISTINA WILLIAMS	25,000.00
	IRA SVCS-DENISE RICHTER	100,000.00
	PROV-MARGUERITE CURRIE IRA	50,000.00
	JOHN & SHIRLEY SMITH	50,000.00
	ANNA-LISA FRELIN WILSON	25,000.00
	JARA GROUP II LLC	25,000.00
	RITA FISCHER TRUST	28,000.00
	KATHLEEN BINGAMAN	100,000.00
	DALE ZENK	50,000.00
	ROBERT WEINBERG	68,000.00
	MAINSTAR-JANICE ZIMMER	69,000.00
	IRA SVC-LLOYD BROWN	127,000.00
	JAMES LOCHTEFELD	
		100,000.00
	JOHN MEDEIROS TRUST	150,000.00
14. 1520 CARLA RIDGE (TWO), BEVERLY HILLS, CA - SENIOR	THE HELEN CASTRO FAM LIV TRUST 8/6/14	100,000.00
	MARILYN MASON	30,000.00
	MYONG KEITH	55,000.00
	LAURENCE POPOLIZIO	50,000.00
	GLENN ZAHLMANN	100,000.00
	HERMAN AND JOYCE ZEMKE	200,000.00
	EDGAR PROCTOR	50,000.00
	JAMES K POTTS LIVING TRUST 4/20/2000	215,000.00
	ELLEN PARKER	300,000.00
	RUTH TRAMMELL	35,000.00
	IRENE PEIGLER	40,000.00
	PROV-KRASMIR TODOROV IRA	100,000.00
	IRA SVCS-LUCY TAYLOR	100,000.00
	HUIXIAN CHEN	50,000.00
	RICHARD LAROCHELLE	75,000.00
	SHAHEED MOHAMMED LIVING TRUST	111,000.00
	PROV-GARY SMITH IRA	50,000.00
	PROV-JOHN ERICKSON IRA	30,000.00
	PROV-CHERIE BONO IRA	90,000.00
	THE WHITE REVOCABLE TRUST	

		100,000.00
	THOMAS SCHOENHERR	236,000.00
	PROV-NORMA FLEMING	220,000.00
	PROV-CRAIG PEARSALL IRA	48,000.00
	ENOLA & CLYDE ALLEN	50,000.00
	BANGALORE NEELAKANTIAH	60,000.00
	HERMENEGILDO AND ASUNCION KADILE	35,000.00
	PROV-MICHAEL BROWN IRA	25,000.00
	MICHAEL BROWN	220,000.00
	TIM & SHERRI MAKELA	60,000.00
	RICKIE AND DONNALOU ALEXANDER	25,000.00
	RICHARD FINDLEY	50,000.00
	WILLIAM & LOREEN FACKENTHALL	25,000.00
	WAYNE & BETTY STURTEVANT	205,000.00
	PROV-MARK MCKAY IRA	29,000.00
	MAINSTAR-STACEY MAXTED	350,000.00
	HERCZOG FAMILY TRUST	70,000.00
	PHYLLIS F PERLIN REV TRUST	100,000.00
	MARJORIE ALLEN	99,647.52
	PROV-CORRINE SANCHEZ IRA	100,000.00
	DARREL AND MARY LOU SPICER	60,000.00
	GREGORY BATUK	25,000.00
	BRUCE & CATHERINE TERRY	75,000.00
	SCOTT HEWETT	
		50,000.00
	BENJAMIN & NICOLE BORCHELT	50,000.00
14. 1520 CARLA RIDGE (TWO), BEVERLY HILLS, CA - DEV	ROBERT MCGOWAN	100,000.00
	LYNDA LILLY	50,000.00
	GG FAMILY TRUST	25,000.00
	CAROLYN TEAGUE	25,000.00
	PROV-CONSTANCE WILLIAMSON IRA	25,000.00
	ELISSA & JOSEPH BERLINGER	50,000.00
	RUSSELL GONNAM	50,000.00
	LYLE SHELLY	34,000.00
	PROV-ROBERT MOSHER IRA	398,000.00
	PROV-ROBERT TRYON IRA	50,000.00
	ROBERT LAYTON	50,000.00
	JAMES & JOYCE WOOD	88,000.00
	RICHARD & BETTY GAWLIK	100,000.00
	LEONARD FORTUNE	105,000.00
	IRA SVCS-GRADY WILLOUGHBY	25,000.00
	SANDRA SETTLEMIRE	35,000.00
	MAINSTAR-DONALD SPENCER	50,000.00
	ROBIN BLAIWES	85,000.00
	SUSAN MEYERS	86,500.00
	IRA SVC-DIANE VARNER	100,000.00
	LEOPOLDO RAMOS	50,000.00
	RONALD MYRICK SR REVOCABLE LIVING TRUST 07/12/07	25,000.00
	JOHN & KATHY BERWICK	25,000.00
	IRA SVC-RAE CASH ROTH IRA	30,000.00
	VERNON HESS & DEBBI RAPPA	50,000.00
	JANE & HARRY BREYER T/O/D	25,000.00
	RANDALL CAMP	25,000.00
	LORI DONDIEGO	180,000.00
	ELAINE BROWER LIVING TRUST 10/01/03	50,000.00
	FRANK DELORENZO JR	
		26,000.00
	DAWN HAGGERTY	25,000.00
15. 1484 CARLA RIDGE (THREE), BEVERLY HILLS, CA - SENIOR	VIVIAN SKIMINA	19,000.00
	PROV-BRUCE DEWALD ROTH IRA	100,000.00
	RUSSELL & TERRY BOEHM	100,000.00
	LORRAINE J MINETTI REVOCABLE TRUST 6/2/97	70,000.00
	RICHARD & LINDA CHELTEN TTEES/CHELTEN FAMILY TRUST	25,000.00
	BERNARD & ELAINE NESENOFF	

	25,000.00
DELWYN & BETTY WAYNER	100,000.00
VERA & BRYAN BRADFORD	25,000.00
DONALD & DAWN DRENGUBA	25,000.00
SAPONE REVOCABLE TRUST 2/23/10	150,000.00
BRIAN & MARY DISCHLER	100,000.00
RONALD WOLFF	75,000.00
MARGARET BAYLESS	50,000.00
LAURA SCOTT	50,000.00
SIEGFRIED SCHMIDT	43,000.00
MARTHA CRAIG	60,000.00
PROV-CARL OTTERNESS IRA	100,000.00
TAM CHANG & MEI-SHE CHEN	100,000.00
PROV-DAVID MCCOMAS IRA	100,000.00
PROV-MICHAEL MOELLER IRA	200,000.00
HORIZON-SARA MARSHALL	45,000.00
PROV-ANTONETTE RENSHAW IRA	50,000.00
PROV-JUDITH RENSHAW IRA	200,000.00
PROV-JACKWAYS D KESLING INHERITED IRA	120,000.00
PROV-SHARON FENDER IRA	148,000.00
PROV-JEFFREY WILKINSON	50,000.00
JEAN & JOHN ALME	50,000.00
KENNETH & KAREN WELLMAN KEYSTONE TRUST	50,000.00
ADAM & MARY FEIST	75,000.00
FRANK GRASMUGG	50,000.00
ROBERT & SARAH REBMAN	100,000.00
JEFF THE GEEK LLC	50,000.00
TIMOTHY HANSON & MAERENE LEWIS	42,000.00
IRA SVCS-JOHN SEMON	131,500.00
MAINSTAR-ELEANOR NADZAN	50,000.00
PROV-JOHN LEROY ERICKSON IRA	25,000.00
KATHLEEN KELLER	100,000.00
THOMAS & BONNIE ZUBERBIER	225,000.00
CRAIG PEARSALL	200,000.00
PRATT FAMILY CABIN TRUST	100,000.00
BARBARA INGEBRIGTSEN	25,000.00
LINDA RACINE REVOCABLE TRUST 10/23/14	25,000.00
DONALD HILL	30,000.00
PROV-WILLIAM & JO-ANN MCMILLAN REVOCABLE TRUST	59,714.00
PROV-ANTHONY ELVAS IRA	30,000.00
PROV-JAMES & SHEILA BRENTON ICA	109,538.00
MAINSTAR-MICHAEL PAYTON	33,700.00
PAUL & CONNIE BRYAN	25,000.00
MARK BAKER (2 OF 2)	51,000.00
PROV-ROGER VANDERSTEEN IRA	25,000.00
RONALD RUDOWSKI	90,000.00
ROBERT & MARION BUDZ	33,500.00
PROV-DONALD DAILEY IRA	50,000.00
THE KENNETH & ROSANNE BOEDEKER REVOCABLE LIVING TRUST 11/1/94	25,000.00
LADWIG FAMILY TRUST	25,000.00
JOEL & BARBARA KING	100,000.00
BUDDY JENKINS	25,000.00
FRANK KISKO	25,000.00
PATRICK LOMBARDY	100,000.00
ISABELLA DIMARCO	75,000.00
MONGE FAMILY TRUST 02/25/10	100,000.00
JAMES SANDY	25,000.00
THE DILDA-ROSS REVOCABLE TRUST	25,000.00
MICHAEL LENIHAN	100,000.00
MAINSTAR-JAMES DEJARLAIS	55,000.00
JANE BOSMA	40,500.00
MAINSTAR-TAD JINGUI	50,000.00
JOHN FIRMISS	25,000.00
ROBERT GRAVENS TRSUT 04/15/96	

		80,000.00
	RANDOLPH CLUNE	47,000.00
	IRA SVC-ROBERT CHATHAM III	107,500.00
	PROV-JOHN JASKO IRA	160,800.00
	MAINSTAR-CHARLES WHITLEDGE	25,430.28
	MAINSTAR-WARREN GRIFFIN	90,810.00
	PROV-KATHY LANE IRA	60,000.00
	FRANCIS & SUSAN GUIBERSON	64,750.00
	PROV-MORTON KUGELMAN IRA	28,400.00
	PROV-ROBERT LANE IRA	
		80,000.00
	PROV-STEVEN DUNNING IRA	110,000.00
15. 1484 CARLA RIDGE (THREE), BEVERLY HILLS, CA - DEV	PROV-WILLIAM SHUSTOWSKI IRA	25,000.00
	MARY NITTMANN	31,000.00
	PROV-JOHN BOEDEDEKER IRA	25,000.00
	JAMES HAMM	65,000.00
	SHEVAN DEMING	26,000.00
	MAINSTAR-RICHARD ZUIDERSMA	50,000.00
	RJK HILL FAMILY TRUST	50,000.00
	ROBERT SCHLICHTING	50,000.00
	TOMMYE GAYLER	25,000.00
	MAINSTAR-NATALIE RUBACHA ROTH IRA	100,000.00
	PAUL & ELLEN FEDYNA	73,000.00
	MAINSTAR-ROY DAVENPORT	151,000.00
	PROV-PATRICIA ONESKO IRA	40,329.36
	FILOMENA LAMONICA	25,000.00
	PROV-GARY VAN DYKE IRA	50,000.00
	EDWARD & CLARICE MAZZOLENI TRUST	200,000.00
	PROV-GAIL AKARD IRA	30,000.00
	PATRICK SPANGLER	100,000.00
	JEAN O'TOOLE	105,000.00
	MAINSTAR-KATHY WEST	65,000.00
	JOHN HERTVIK JR T/O/D	105,000.00
	WILLIAM GROODY	50,000.00
	KRISTI TRADER	52,000.00
	ROBERT & ANN GONCZ	25,000.00
	BASIL FRANKLIN JR	50,000.00
	MAINSTAR-DEE DEE BROOKS ROTH IRA	150,000.00
	RONALD MYRICK SR REVOCABLE LIVING TRUST 02/12/07	25,000.00
	HARRY ROBERTSON JR	128,329.00
	PROV-GLEN GAMA IRA	25,000.00
	ELISSA & JOSEPH BERLINGER	104,000.00
	IRA SVC-ANN KEELAN	200,000.00
	IRA SVC-AUBREY STRICKLAND	
		25,000.00
		25,000.00
16. 25210 JIM BRIDGER RD (ONE), HIDDEN HILLS, CA - FIRST	JOAN STEELE	100,000.00
	RANDY DEMEL	50,000.00
	DEBORAH & DOUGLAS VAN GEMERT	25,000.00
	WILLIAM & MARYLOUISE WIDMAIER	35,000.00
	THOMAS VALDES	42,332.00
	DONALDA ADAM	50,000.00
	PROV-JAN BAILEY IRA	25,000.00
	COOPER LIVING TRUST 7/27/2000	50,000.00
	MARIE T OSTERHOLT	50,000.00
	WANDA FRIZZA	31,446.82
	PROV-CHARLES NEWTON IRA	75,000.00
	MAINSTAR-JASON LEBLANC	200,000.00
	PROV-JOHN KEITH IRA	150,000.00
	MICHAEL & JILL BAUERLE	25,000.00
	BETTY FOSTER	25,000.00
	MARK AND JILL DZUBAY	25,000.00
	LINDA KING	85,000.00
	JAYANTI JAGANNATHAN	
	RALPH OSTERBAUER REVOCABLE TRUST	

		40,000.00
	WILLIAM HOLDEN JR	50,000.00
	CRAIG & MARIANNE HORNER	100,000.00
	RAYMOND & LINDA ZINSMASTER	50,000.00
	OSCAR LUENGO	223,300.00
	PROV-JOAN OPIELA IRA	50,000.00
	RONALD & MARY LOU CLARK	98,521.00
	MAINSTAR-NANNETTE WILLIS	37,000.00
	JOHN BOEDDEKER	20,000.00
	MARY DOWNING	
		50,000.00
	SUNWEST TR-SHERRY HAMILTON IRA	50,000.00
16. 25210 JIM BRIDGER RD (ONE), HIDDEN HILLS, CA - SECOND	PHILLIP II & SHARON ROLLINS	75,000.00
	MYRA CHERRY	60,000.00
	IRA SVCS-HELEN CASTRO	170,000.00
	LONSWAY FAMILY TRUST	100,000.00
	HENRY F COHAN LIVING TRUST	50,000.00
	CURTIS REYNOLDS	100,000.00
	RALPH & ANN PERRY	200,000.00
	IRA SVCS-AUBREY STRICKLAND IRA	56,248.00
	MAINSTAR-FRANK DEAN	100,000.00
	MAINSTAR-JOHN PARSONS	100,000.00
	LT MUHLENKAMP ENTERPRISES INC	110,500.00
	ANNA ROSENBLATT	38,034.59
	PHILIP & KAY KENT	100,000.00
	HEIDI POLITI	25,000.00
	MICHAEL & PATRICIA ONESKO	100,000.00
	THE ARLENE SIMON REVOCABLE TRUST	150,000.00
	MAINSTAR-LINDA JOHNSON	99,500.00
	PROV-HEINZ WARICH	50,000.00
	DON SWANSON	100,000.00
	MARIAN & PETER DEL GIORNO	163,000.00
	PROV-VALERIE WOOD IRA	30,000.00
	THE QUN HONG DOMISSY YIN LIVING TRUST	30,000.00
	JUSTIN TOSI	105,000.00
	IRA SVC-ROY ZEIS SR	25,000.00
	IRA SVC-TRACI COUGLE	57,500.00
	IRA SVC-MERRY DOCHERTY	83,231.39
	MAINSTAR-WILLIAM GRAVES	135,000.00
	DR KENNETH BLEHM	50,000.00
	LELA AVERITTE	77,000.00
	IRA SVC-DUANE SIPES	49,400.00
	IRA SVC-D JEAN SHOWALTER	25,000.00
	JOSEPH & RUTH BEAL	100,000.00
	CARROLL SWINNEY	400,000.00
	SUSAN KAPLAN T/O/D	50,000.00
	CONSTANCE COLLINS	29,200.00
	GREG ANDERSON	73,000.00
	IRA SVC-DALE STRITE	49,700.00
	IRA SVC-KIMBERLY STRITE	100,000.00
	WILLIAM & LINDA CRAWFORD	100,000.00
	EDWARD DRESWICK & BETH STERRETT	100,000.00
	RIA BAY & OLAF BELLSTEDT	50,000.00
	DIANE RODRIGUEZ	52,000.00
	MARVIN & CAROL TUENTE	100,000.00
	HAROUT & LENA SOGHOMONIAN	
		49,750.00
	ERNEST AND ESTELLA LANGLAIS	62,250.00
17. 3802 HOLLYLINE AVE, SHERMAN OAKS, CA - FIRST	JOHN FLETCHER	
		25,000.00
	ADA SUE MCMAHAN	50,000.00
18. 1241 LOMA VISTA DR, BEVERLY HILLS, CA - FIRST	REGINA ZAHLMANN	50,000.00
	GORDON HUBCHIK	50,000.00
	WILLIAM & MARIAN ERWIN	

		50,000.00
	WILLIAM & MARIAN ERWIN	27,000.00
	LINUS AND SANDRA CLUNE	88,500.00
	PROV-JEANINE VAN HOLLEBEKE IRA	25,000.00
	DLMC INC.	150,000.00
	DAVID & LANA SABOT	44,830.00
	PROV-ANNE HAUPT ROTH IRA	125,000.00
	MAINSTAR-OWEN ALLEN	150,000.00
	THE JAMES A MCDONALD RLT 2/7/05 A&R 8/1/10	100,000.00
	JOHN R DZUBAY SUPPLEMENTAL NEEDS TRUST	54,403.52
	MARY BELL	100,000.00
	ROBERT MICHEL IRREVOCABLE TRUST	120,000.00
	ARTHUR W ROBERTS JR EXEMPT TR LTD 11/5/97	99,270.00
	PROV-SUSAN CARTER IRA	50,000.00
	JOHN & SANDRA BOWER	75,000.00
	JUNE HELMAN, ARTHUR ADLER & BARBARA LEDERER	25,000.00
	SCHLICHTING TRUST 04/03/17	110,000.00
	SUNWEST-RICHARD FRITTS IRA	30,000.00
	MAINSTAR-FREDERICK LEBLANC	30,000.00
	CHRIST CHURCH WESTSHORE	100,000.00
	ELIZABETH SCHULTZ	50,000.00
	KENT & MARY TADLOCK	100,000.00
	MICHAEL WEINER MD PA PROFIT SHARING PLAN	25,000.00
	JOYCE SCARPA	50,000.00
	PEGGY FRANCIS	50,000.00
	VIKI SHAFFER	25,000.00
	MARIANNE LYNCH	25,000.00
	RUTH KUNTZ	50,000.00
	DRURY IRREVOCABLE TRUST 06/25/09	40,000.00
	MARIA HOLLAND	25,000.00
	UNA DECOCK	25,000.00
	ARNOLD & HELEN BERMAN	95,900.00
	MAINSTAR-LAURA SIMPSON	142,000.00
	PROV-DONNA ROBERTS IRA	50,000.00
	ROGER SCHOUMACHER	50,000.00
	DEREK ROSTANT	50,000.00
	BRADLEY PETERSEN	100,000.00
	CHRISTIAN BITZ	54,900.00
	HORIZON-MARK KERSTING IRA	50,000.00
	LANNY & JUDI STROHMAN	330,000.00
	LARITA MERRICK	
		60,000.00
18. 1241 LOMA VISTA DR, BEVERLY HILLS, CA - SECOND	MARILYN & JONAS LINDE	240,000.00
	PROV-RICK ROUND IRA	50,000.00
	MARLYS KNELL	109,000.00
	PROV-MARY BORGES-PRATER IRA	100,000.00
	HERBERT & JOELLEN BEADLE CO-TTEES U/A 3/29/11	50,000.00
	JAMES HAMM	25,000.00
	PROV-WILLIAM REPASKY IRA	35,000.00
	HARESH CHATNANI	50,000.00
	GROVER & WILMA KELLY LIVING TRUST	
		25,000.00
19. 8692 FRANKLIN AVE, LOS ANGELES, CA - FIRST	LAURA & DANIEL FLORES	38,100.00
	PROV-CAROLYN GRIFFIS IRA	25,000.00
	ARTHUR AND IRMA STERNBERG	50,000.00
	WANDA GAUTHIER	50,000.00
	STANLEY REED	100,000.00
	THE WILFRED AND BERNICE SKVARCH TRUST	46,450.00
	PROV-MARK CAMPBELL IRA	50,000.00
	WALTER AND MERIDITH BOSTIC	36,250.00
	PROV-MILTON BENDER ROTH IRA	100,000.00
	PROV-GEORGE BICKLEY IRA	100,000.00
	WALES & JOAN BEATY	

19. 8692 FRANKLIN AVE, LOS ANGELES, CA - SECOND	DONALD CORNELIUS	100,000.00
		700,000.00
20. 1011 HILLCREST ROAD, BEVERLY HILLS, CA - SENIOR	SIDNEY GELLER TRUST	100,000.00
	ALISON BEVER	50,000.00
	ELIZABETH BOTCHIS & JENNIFER HAWTHORNE	25,000.00
	REBECCA GRITTON & DEBORAH FERRIN	50,000.00
	RICHARD FRESHWATER	100,000.00
	VERLE & NORMA PYLE TRUST 07/11/83	250,000.00
	BRIAN & MARY DISCHLER	100,000.00
	RICHARD & NANCY CAMPOLO LT 03/04/04	30,000.00
	BETTY & BERNARD BUFFORD	100,000.00
	KENNETH & EMMA SATTLER	100,000.00
	LINDA & TIMOTHY NORDMAN	70,000.00
	PROV-JUDITH POLEY IRA	30,000.00
	MERRILY & MARINO CASSINA	50,000.00
	MLG FARMS INC	100,000.00
	CHARLES COOPRIDER	200,000.00
	CHARLES & MARY ANN MCDERMAND	25,000.00
	EDWIN & SANDY WILLIAMS	42,000.00
	IRA SVC-CHERYL PIRTLE	180,000.00
	MAINSTAR-JOHN MONTES	40,000.00
	MAINSTAR-ROSEANN ALVAREZ	139,000.00
	PROV-LINDA NORDMAN IRA	100,000.00
	CHASE FINANCIAL LLC	50,000.00
	JEFFREY TABIN	200,000.00
	LYNNE FRIEND	25,000.00
	MARTIN DUMLER	25,000.00
	NORMA & JAMES MIKKELSEN	110,000.00
	LINDA & JOHN SUTTON	125,000.00
	RANDY BOTWINICK	220,000.00
	GERALD ROY	25,000.00
	LINDA DONAHOE	40,431.00
	MAINSTAR-JUDITH SHERMAN	40,000.00
	MAINSTAR-STEVEN WEISZ	250,000.00
	MICHAEL WEINER MD PROFIT SHARING PLAN (1 OF 2)	326,000.00
	MICHAEL WEINER MD PROFIT SHARING PLAN (2 OF 2)	25,000.00
	LINDA BURTON	50,000.00
	MITCHELL & VICTORIA JOHNSON	25,000.00
	SHARLA & ROY FLYNN	500,000.00
	SARA MARSHALL	24,500.00
	PROV-SANDRA BARNES IRA	100,250.00
	PROV-KLAUS GERSDOFF IRA	200,000.00
	MICHAEL & MARY MIRANDA	95,000.00
	PROV-MICHAEL DELEO IRA	100,000.00
	PROV-GAYLE REIFFER BRUGGINK IRA	60,000.00
	WILLIAM BOWEN	25,000.00
	RICHARD VALDEZ	99,750.00
	PROV-KELLIE HEIER IRA	26,000.00
	PROV-JANE BENDER IRA	25,000.00
	WILLIAM MCNINCH	100,000.00
	FREDRICK KRUEGER TRUST 11/23/99	25,000.00
	CLEO & MERVIN TCHIDA	100,000.00
	BENTLEY FAMILY HOLDINGS LLC	50,000.00
	LEWIS & ERNA DRAPER	50,000.00
	JOHN & SUSAN BARTO	
20. 1011 HILLCREST ROAD, BEVERLY HILLS, CA - DEV	NONE	
		25,000.00
21. 1962 STRADELLA RD TWO REFI, LOS ANGELES, CA - FIRST	CATHERINE MARX	25,000.00
	JOSEPH ESPOSITO	25,000.00
	JULIE BERTSCH	38,120.00
	PROV-ABEBECH DERESSE IRA	25,000.00
	DOLORES SCARDINE	

		30,350.00
	PROV-BEVERLY MARSHALL IRA	25,000.00
	EDWIN SIMONS	50,000.00
	ROBERT & GEORGIA TORSON	65,000.00
	MARGARET SIRACUSA IRREV TRUST	100,000.00
	HARVEY & GERALDINE BAER	25,000.00
	SUSAN MONACO	100,000.00
	TED TIFT	50,000.00
	LYNNE FRIEND	25,000.00
	FIC LLC	50,000.00
	HARVEY & BARBARA SOFEN REV TRUST 3/8/06	79,004.00
	PROV-PERCY FORBING IRA	25,000.00
	PROV-RON FRASURE IRA	53,824.24
	HORIZON-KEVIN DOWNEY IRA	102,742.10
	MAINSTAR-BETTY GUNNOE	100,000.00
	MAINSTAR-NANCY FALCON	25,000.00
	JONI WILLIAMS	50,000.00
	PROV-THOMAS CURLER IRA	38,500.00
	PROV-GEORGE GARROULD IRA	150,000.00
	GARY L MCKINZIE REVOCABLE TRUST 7/24/02	25,000.00
	JAMES YEE	60,000.00
	IRA SVC-LINDA HARVEY	50,000.00
	PROV-ANTONETTE RENSHAW IRA	30,000.00
	IRENE WISOR	75,000.00
	SHARRON RAIDER	40,000.00
	RAMIRO VILLALVAZO	100,000.00
	MICHAEL & MARY KAY HEIMBUCK	25,000.00
	CLARK SCHABO	40,000.00
	PAMELA GARTNER	100,000.00
	DALE MCINTIRE TRUST 01/20/11	44,000.00
	STEPHANIE & KATHLEEN WASHKO	69,000.00
	KATHLEEN & BRIAN WASHKO	49,750.00
	PROV-JOHN ERICKSON IRA	50,000.00
	E PETE ADAMS	50,000.00
	CHARLES COOPRIDER	120,700.00
	MAINSTAR-BRIAN ZEEK	100,000.00
	KIMBERLY WENDEL	80,000.00
	DANIEL & MARLEEN EVERS	25,343.00
	PROV-KAREN GUIDRY IRA	40,000.00
	JUNE HOFFMAN	
		30,000.00
	RICHARD & LINDA PATON	25,000.00
22. 15655 WOODVALE DR, ENCINO, CA - FIRST	VENTURE HILL ENTERTAINMENT LLC	75,000.00
	DOUGLAS SR & DONNA EVANS	35,000.00
	JOHN MICOLLE	185,000.00
	SUNWEST-BRIAN FREDERICK	25,000.00
	JEFFREY CARRISH	100,000.00
	ARLENE WALKER	50,000.00
	DONALD BARSNESS	100,000.00
	PROV-DELLA LINK IRA	200,000.00
	CAROL CURTIS	40,000.00
	MARGARET & JOHN JR SPRUCEBANK	125,000.00
	JEANNE NILSEN	85,000.00
	LORIN & GABRIELLA CROSBY	
		50,000.00
22. 15655 WOODVALE DR, ENCINO, CA - SECOND	JARA GROUP II LLC	75,000.00
	ANGELINA ROJO	25,000.00
	CHAD FALLER	30,000.00
	VIVIENNE SHEAR	40,000.00
	ROBERT NEDBALEK	119,000.00
	BARBARA MOORE	52,000.00
	ROBERT & ANN GONCZ	100,000.00
	HOWARD RUBIN	25,000.00
	ELISSA & JOSEPH BERLINGER	

		60,000.00
	BARBARA & KEVIN MEEHAN	30,000.00
	LORI & LLOYD FELDMAN	25,000.00
	DONALD HAZELTON AND CONNIE FREED	
		300,000.00
	SANFORD & LAURA STERN REVOCABLE TRUST	115,000.00
23. 3843 HAYVENHURST AVE, ENCINO, CA - FIRST	BRUCE & MAUREEN MILLER	23,000.00
	PROV-SUZANNE ROETHLE ROTH IRA	21,350.50
	MAINSTAR-NEAL LAXTON IRA	25,000.00
	GAYLE & CHRISTOPHER MATHE	50,000.00
	KEN & KENDRA HOOD	25,000.00
	THE BRUCE & KATHLEEN FORD TRUST	100,000.00
	DARLENE KRAMER	50,000.00
	RUSSELL TAYLOR	
		100,000.00
	PROV-ARNOLD BERMAN IRA	150,000.00
23. 3843 HAYVENHURST AVE, ENCINO, CA - SECOND	JUDITH BYRUM	77,000.00
	LORETTA MITCHELL	40,000.00
	SHIRLEY CONTI	31,700.00
	PROV-KATHY MILLER IRA	
		50,000.00
	CAMC LLC	25,000.00
24. 4030 MADEIRA AVE, SHERMAN OAKS, CA - FIRST	HEALTH CORE TRUST 10/30/03	100,000.00
	GRACE LAMONTAGNE	400,000.00
	MAINSTAR-WILLIAM SPIRKA	50,000.00
	DONALD AND DONNA WEISE	29,000.00
	HENRI & BARBARA JEANRENAUD	
		25,000.00
25. 25211 JIM BRIDGER RD (TWO), HIDDEN HILLS, CA - FIRST	RONALD AND CAROLYN KELLER	100,000.00
	DEWEY & SHARLENE STEELE	50,000.00
	DANIEL & DOROTHY MCARTHUR	100,000.00
	SARA SMITH	30,000.00
	HERMAN STEINMILLER	100,000.00
	BRUCE W ELEY REVOCABLE TRUST 4/14/16	25,000.00
	MARIE CRESPIN	50,000.00
	OTTAVIANO LIVING TRUST	25,000.00
	GERARD MICHELSEN	25,000.00
	GORDON BURGHARDT	25,000.00
	JOEL ARNOLD	25,000.00
	MAINSTAR-IZA SHIMANOVICH	25,000.00
	FRANK LUPI	35,000.00
	HEMANT AND MAMTA NANAVATY	50,000.00
	CAROL A STALEY REVOCABLE TRUST 5/5/93	50,000.00
	VIRGINIA M MOLITERNO REVOCABLE LIVING TRUST	100,000.00
	MICHAEL AND MAY KAY HEIMBUCK	100,000.00
	JOHN AND ELLEN SCHVETZ	50,000.00
	BRUCE BENSON	50,000.00
	WALLACE & BARBARA JOHNSON	100,000.00
	PROV-DAVID MOBLEY IRA	205,525.75
	JEFFREY & MARY MORSCH LIVING TRUST DTD 8-26-2010	200,000.00
	MARIA R MURRAY SECOND IRREVOCABLE TRUST/C MURRAY TTEE	45,000.00
	IRA SVCS-WOODROW WILSON	25,000.00
	CORNELIA ADAMS	24,750.00
	PROV-JUDY TONG IRA	100,000.00
	DAROLD & MARGARET ALLEN	55,700.00
	PROV-PATRICIA BENSON IRA	60,000.00
	CAROL OLIVEROS	
		68,000.00
25. 25211 JIM BRIDGER RD (TWO), HIDDEN HILLS, CA - SECOND	SHREE & ANU SHARMA	25,000.00
	SHARON THOMPSON	100,000.00
	THE MARSHALL FAMILY REV LIVING TRUST 3/26/15	100,000.00
	MARVIN HILL	75,000.00
	ROBERT SCHLICHTING	

		105,000.00
	STEPHEN AMBROSE	35,000.00
	CARLA GARGALA	50,000.00
	LAURIE GUERTIN	75,000.00
	RICHARD MAY	75,000.00
	PROV-LINDA STEINBRUNNER IRA	200,000.00
	KENT ROMINGER	275,000.00
	YEN HSU CHEN	25,000.00
	MICHAEL BALES	25,000.00
	PROV-WILLAM REPASKY	25,000.00
	LINDA HUBER & ROBERT HUBER JR	200,000.00
	MAINSTAR-BURL HECHTMAN	85,000.00
	PROV-CYNTHIA CHUN IRA	100,000.00
	STANLEY GABERLAVAGE & DOROTHY SOTERIOU	100,000.00
	JULIE GREENE	25,000.00
	DAN & CYNTHIA CARNAHAN	150,000.00
	LEONARD POLITI	25,000.00
	JOAN SHERIDAN	32,000.00
	IRA SVCS-KIMBERLY BOURGEOIS	200,000.00
	PROV-TROY GATTIS IRA	100,000.00
	CHRISTEL MORRIS LIVING TRUST	150,000.00
	RICHARD COUGHLIN	100,000.00
	SONIA RUDGE REV TRUST 12/15/09	82,500.00
	MAINSTAR-MARTIN RILEY	150,000.00
	CLAUDINE PATE	30,000.00
	DALE & SHEREE MOHR	50,000.00
	PROV-SALVATORE POLICITO IRA	25,000.00
	RICHARD & SANDRA MOWERY	200,000.00
	MARK BOLGEN	160,000.00
	GALEN & FERN BENEDICT	50,000.00
	KATHLEEN WENDEL	100,000.00
	MAINSTAR-GABRIELE BUSCHER	75,000.00
	PROV-KENNETH VAN AMERONGEN IRA	50,000.00
	SCHLATER FAMILY REVOCABLE LIVING TRUST	50,000.00
	MARILYN LINK	50,000.00
	ASSAD KAZEMINY	180,000.00
	MARIA MURRAY SECOND IRREVOCABLE TRUST	50,000.00
	NICKY CALHOUN	
		100,000.00
		160,000.00
26. 1312 BEVERLY GROVE PL, BEVERLY HILLS, CA - FIRST	WILLIAM ARNOLD FAM TRUST	50,000.00
	LEGACY 1 LLC	50,000.00
	MORGAN FAMILY TRUST HAROLD MORGAN	50,000.00
	FLORENCE MARANUK	25,000.00
	STEVEN BLANCHARD	60,000.00
	THE WAIT FAMILY REVOCABLE LIVING TRUST 3/9/99	25,000.00
	BETTY J COLSON IRREVOCABLE TRUST	40,000.00
	THE MARSHALL FAMILY TRUST 5/26/14	25,000.00
	CYNTHIA CHOQUETTE	200,000.00
	PAMELA HALL	35,000.00
	BEN & ELVIRA BALMENTI IRREVOCABLE TRUST	97,500.00
	THOMAS VASIL & FRANCES RAMIREZ	70,000.00
	PROV-MARIA PINEDA IRA	35,000.00
	THOMAS AND PATRICIA CYGAN	144,061.75
	RON DISMUKE	60,000.00
	MAINSTAR-DIRK SWART	60,000.00
	KAREN KENNA	60,000.00
	OLLIN & MARY UNDERWOOD	220,000.00
	JEFFERY FITCH	35,000.00
	LAVINIA BARNES	100,000.00
	TRINA BRUNS	30,000.00
	JOHN & DENECE BELANGER	
	MARLA VERMILLION	25,000.00
26. 1312 BEVERLY GROVE PL, BEVERLY HILLS, CA - SECOND	MARLENE BATES	

	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
		100,000.00
		25,000.00
	RONALD HEBERT	25,000.00
	TODD & AMY KOVAL	25,000.00
	LILIAN PELTZ-PETOW	70,000.00
	CLAUDE PELTZ	25,000.00
	MONA HUSH	80,000.00
	GILBERT & CHARLENE PEICHEL	50,000.00
	KLAUS AND CECELIA GERSDOFF	50,000.00
	DOROTHY J BAUMBACH IRREV TRUST	300,000.00
	INDRA & BHARATI PATEL	50,000.00
	THE JOHN & BETTY DUNNE FAMILY TRUST	50,000.00
	ROBERT MICHEL IRREVOCABLE TRUST	230,100.00
	SEMEN SHKRABOV AND ELENA KORABELNIKOVA	40,631.00
	PROV-MICHAEL BINKERD IRA	50,000.00
	PROV-WILLIAM JABLONSKI IRA	100,000.00
	CHIERIE L BONO REVOCABLE TRUST 12/2/05	19,000.00
	CURTIS COOK	100,000.00
	PROV-JOHN WORDEN IRA	150,000.00
	ALBERT AND MARIAN ELLIOTT LIVING TRUST 5/29/03	50,000.00
	GERALD AND ELIZABETH SJAASTAD	50,000.00
	JAMES AND LORRAINE SHINDLER	100,000.00
	IRENE CLAVERIA FAMILY LTD PARTNERSHIP	25,000.00
	WILLET DAIRY FARM & CATTLE CO	100,000.00
	VERNON & RITA LEMKE	50,000.00
	KEVIN AND LORI MOTES	100,000.00
	MICHAEL WEINER MD PA PROFIT SHARING PLAN	47,700.00
	LEGACY 1 LLC	60,000.00
	PROV-CHAD PIPPENGER IRA	100,000.00
	MORTON & FRANCYNE KUGELMAN	25,000.00
	IRENE SCHMIDT	80,000.00
	JOHN HAROLD FAGAN III & JOHN HAROLD FAGAN	99,500.00
	PROV-KENNETH HOLBROOK IRA	100,000.00
	PROV-WILLIAM MOORE IRA	125,000.00
	MAINSTAR-PAMELA MCGOWAN	55,000.00
	MAINSTAR-ROBERT MCGOWAN	50,000.00
	BRUCE AND SUSAN MAYFIELD	40,000.00
	JOHN AND SUSAN RUNKLE	25,000.00
	MAINSTAR-ROBERT MCGOWAN SEP IRA	30,000.00
	BOYD JR & BRENDA ARMSTRONG	200,000.00
	HERITAGE CONSULTING GROUP OF OHIP EMP 401K PLAN	25,000.00
	NORMA WEINER LIVING TRUST 11/13/13	50,000.00
	EDWARD & ARLENE HORNING JOINT REVOCABLE TRUST	33,054.00
	THE LAWLESS TRUST	25,000.00
	PROV-PAMELA LAWRENCE IRA	50,000.00
	ROBERT MACDONALD	50,000.00
	EMMA SJAASTAD	70,000.00
	MICHAEL & ELIZABETH SMITH	55,000.00
	BARBARA ASHMORE	63,500.00
	LARRY BLACKBURN	
	PROV-RICKIE ALEXANDER IRA	50,000.00
		100,000.00
	GERALD & CERESE SCHULTZ	139,000.00
	PROV-TERRY SCHACKOW IRA	100,000.00
	PROV-BRADLEY GIBSON IRA	107,000.00
	BRENDA PHILLIPS-TINGLE	99,000.00
	PROV-STEPHEN SCHEID IRA	35,000.00
	PROV-ROBERT SHARKEY IRA	75,000.00
	RALPH & BEVERLY EASTERHAUS	
	MARILYN & JONAS LINDE	
27. 1357 LAUREL WAY (TWO), BEVERLY HILLS, CA - DEV		

	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	30,000.00
	FRANCIS ALBANESE	173,708.00
	MAINSTAR-ELEANOR AGUILAR	108,169.02
	PROV-CARLA HONIG IRA	100,000.00
	JAMES HAMM	30,000.00
	MAINSTAR-DANIEL SMITH	30,000.00
	MAINSTAR-LUCILLE FLAIL	108,000.00
	MAINSTAR-THERESA JACKSON	25,000.00
	MAINSTAR-PHILLIP GOEDECKE	240,000.00
	SHIRLEY KIRSTEN	200,000.00
	THE PHUONGANH BRENNAN REV LIVING TRUST	67,216.00
	PROV-MICHAEL MARKERT IFA	50,000.00
	RONALD VARNER	150,000.00
	JOHN & WILMA REBUCK	50,000.00
	ALLISON & ANTHONY MELOGRANO	50,000.00
	ELIO PESATO	300,000.00
	PROV-EDWARD VANCE IRA	60,000.00
	FRANK & CHRISTINE DIETRICH	80,000.00
	LYNDA LILLY (2 OF 2)	75,000.00
	JEFFREY WAYBRIGHT	250,000.00
	TOMMYE GAYLER	75,000.00
	SANDRA B HAYNES REVOCABLE LIVING TRUST	70,000.00
	JUDITH RUTZAHN	25,000.00
	WILLIAM & DONNA ROBBINS	51,000.00
	PROV-CAROLYN DIEHL IRA	90,000.00
	PROV-MARCELLA PRICE IRA	38,600.00
	ROBIN MCBRIDE	32,300.00
	PROV-JAMES RIVENBURG IRA	50,000.00
	PROV-STEPHEN ESLINGER IRA	35,000.00
	DALE & PAULA FORD	53,000.00
	JAMES JOHNSON LIVING TRUST	200,000.00
	IRA SVC-TERESA HORNFECK	100,000.00
	PROV-LORRAINE SCHOCKET IRA	205,000.00
	BETTY JO BROWN	50,000.00
	MAINSTAR-BASIL FRANKLIN JR	61,000.00
	PROV-JEANNIE GRABINSKI IRA	225,000.00
	MAINSTAR-JERALD SCHULZE	
	MAINSTAR-MELISSA BLAINE	
28. 1432 Tanager Way, Los Angeles, CA - FIRST		120,000.00
	KLAUS AND CECILIA GERSDORF	30,000.00
	CONSTANCE JORDAN	40,000.00
	PROV-INDRA PATEL IRA	50,000.00
	TODD & MARY FREDRICK	60,000.00
	GEORGE AND ESTHER MILLER	55,000.00
	ALVIN AND MARTHA WENDEL	125,000.00
	CAROLE KEMP	299,000.00
	PROV-KENT ROMINGER IRA	99,000.00
	PROV-KENT ROMINGER ROTH IRA	50,000.00
	DAVID DERRICK	

	25,000.00
GREG SKOGSBERG	25,000.00
MARGARITA SANCHEZ	100,000.00
PEREA LIVING TRUST 10/11/94	50,000.00
RICHARD HERCZOG	178,000.00
ROLAND & MARJORIE EVERS	50,000.00
PROV-SHARON SILVER IRA	30,000.00
IRA SVC-BETTY LOU TUCKER	133,000.00
PROV-TIMOTHY BOST IRA	80,000.00
LAURA SCOTT	88,000.00
PROV-JUDITH MOWER IRA	30,000.00
DELBERT L KAUFMAN	25,000.00
THE JUANITA S LOPEZ TRUST 9/11/12	25,000.00
JUDITH KATZ	50,000.00
LUCIA J BATTS	100,000.00
THE MICHAEL DE MESA TRUST	94,850.00
PROV-CONSTANCE JORDAN IRA	50,000.00
SALLY KNOWLES	50,000.00
LOUIS S MILLER	95,000.00
MARIA MURRAY	100,000.00
AGUS & DEVI CHEN	25,000.00
THE BEL AIR CRUT	60,000.00
ANNA SHAVER	100,000.00
MICHAEL AND MARY KAY HEIMBUCK	100,000.00
LINDA O'ROURKE	103,275.00
PROV-DONNA HOAG IRA	35,000.00
PROV-HARRIS GREENBERG IRA	50,000.00
S PRIYADARSINI	100,000.00
DAVID PUGH	60,000.00
WILLIAM & LAVONNE DUNN	35,000.00
MAINSTAR-JAMES STACY	80,500.00
PROV-SCOTT FARWICK ROTH IRA	184,000.00
PROV-DEBORAH CHALLENGER IRA	34,000.00
IRA SVC-ANTHONY MORICE	34,500.00
IRA SVC-TRUDY MORICE	100,000.00
MAINSTAR-JEFFREY GAROUTTE	50,000.00
PAUL CASTIGLIONE JR	84,000.00
PROV-PAUL CASTIGLIONE IRA	50,000.00
STEVEN & MARJORIE TANDLICH	85,247.00
PROV-LEONARD SIMONS IRA	48,674.00
PROV-MYRA SIMONS IRA	80,000.00
JOHN DIMAIO	50,000.00
GERALD ROY	120,000.00
SYLVAN & TINA REEVES	250,000.00
JAMES & DIXIE MCALLISTER	85,000.00
MARY BEGLEY	50,000.00
DONALD BARSNESS	50,500.00
PROV-MARILYN MASON IRA	25,000.00
JILL TINGEY	50,000.00
ALBERTO & CARLOS CASIFORA	25,000.00
KELLI & NANCY WELLS	60,000.00
LARRY & MARILYN JACOBSON	25,000.00
IRA SVC-PHILLIP LUCERO	15,000.00
PROV-MICHAEL BROWN IRA	50,000.00
RONALD & SHARON GOODYKE	125,000.00
DAVID & PATRICIA TOSHNER	37,500.00
MAINSTAR-BARBARA CLAIRE JACKSON IRA	50,000.00
ALAN MAICKI	65,000.00
SHAWN MCGRORY	165,000.00
GAYLE G ROGERS	100,000.00
FRED & HELEN HOLDENER	25,000.00
HELEN TUCKER	36,237.42
JOAN TAYLOR	75,000.00
JOHN & GWENDOLYN GRIFFIN	

	REBECCA MONN	30,000.00
	KENNETH & SANDRA LANGE	50,000.00
	KENNETH & JULIE DUISENBERG	125,000.00
	RILEY PETSCH	25,000.00
		91,000.00
	MAINSTAR-TIMOTHY CRETIN	125,000.00
28. 1432 Tanager Way, Los Angeles, CA - SECOND	NANCY HUDSON TTEE L U HUDSON FAMILY TRUST 02/27/91	40,000.00
	MARK BAKER	25,000.00
	CHARLES & ROSE DUNLAP	150,000.00
	KAREN TAYLOR	55,000.00
	ROSEMARY CULOTTA	310,000.00
	ROBERT & BARBARA MATTOX	1,000,000.00
	MAINSTAR-MARY SERAFANO	91,000.00
	TERESITA & FELIX GONZALEZ	50,000.00
	SALLY LAY	50,000.00
	MARGARET WYCKOFF	159,447.00
	MAINSTAR-RONALD TALLMAN ROTH	50,000.00
	PHILLIP II & SHARON ROLLINS	125,000.00
	GRAHAM MARTIN	30,000.00
	WILLIAM HELLER	200,556.69
	WILLIAM NESTO	73,000.00
	PROV-NAFEES COLEMAN IRA	250,000.00
	JOHN & DOROTHY CREAMER	100,000.00
	CHARLES & TRACY CONNORS	50,000.00
	MAINSTAR-ROBERT FISHER	232,939.55
	MAINSTAR-JAMES PETERS	50,000.00
	MAINSTAR-PETER HOLLER ROTH IRA	50,000.00
	HEIDI POLITI	203,000.00
	MAINSTAR-COLLEEN JONES	1,000,000.00
	RANDY & ESTER SCHREFFLER	138,000.00
	BARBARA & ROBERT HAJAS	300,000.00
	JAMES LOCHTEFELD	

Exhibit D

Adequate Protection Properties

Exhibit D

Adequate Protection Property

10060 and 10100 West Sunset Boulevard & 141 South Carolwood Drive, Los Angeles,
CA