

FILED & ENTERED
DEC 08 2010
CLERK U.S. BANKRUPTCY COURT
Central District of California
BY deramus DEPUTY CLERK

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13 **UNITED STATES BANKRUPTCY COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**
15 **SANTA ANA DIVISION**

<p>11 In re</p> <p>12 PPA HOLDINGS, LLC, a California limited liability company,</p> <p>13 Debtor and</p> <p>14 Debtor-in-Possession.</p> <hr/> <p>15 _____ Affects All Debtors</p> <p>16 _____ Affects PPA HOLDINGS, LLC, a California limited liability company</p> <p>17 _____ Affects PACIFIC PROPERTY ASSETS, LLC, a California limited liability company</p> <p>18 _____ Affects PPA RIVERSIDE APARTMENTS, a California limited liability company</p> <p>19 <u> X </u> Affects PACIFIC PROPERTY ASSETS II, LLC, a California limited liability company</p> <p>20 _____ Affects BELL COVE, LLC, a California limited liability company</p> <p>21 _____ Affects COUNTRY CLUB GREENS, LLC, a California limited liability company</p> <p>22 _____ Affects SYCAMORE SHADOWS, LLC, a California limited liability company</p> <p>23 _____</p> <p>24 _____</p> <p>25 _____</p> <p>26 _____</p> <p>27 _____</p> <p>28 _____</p>	<p>Case No. 8:09-bk-16353-ES</p> <p>Chapter 7</p> <p>(Jointly Administered with Case Nos. 8:09-bk-16355-ES; 8:09-bk-16358-ES; 8:09-bk-16361-ES; 8:09-bk-16363-ES; 8:09-bk-16367-ES; 8:09-bk-16369-ES; 8:09-bk-16371-ES; 8:09-bk-16372-ES; 8:09-bk-16378-ES; 8:09-bk-16380-ES; 8:09-bk-16383-ES; 8:09-bk-16385-ES; 8:09-bk-16386-ES; 8:09-bk-16388-ES; 8:09-bk-16390-ES; 8:09-bk-16393-ES; 8:09-bk-16395-ES; 8:09-bk-16396-ES; 8:09-bk-16399-ES; 8:09-bk-16402-ES; and 8:09-bk-16404-ES)</p> <p>ORDER GRANTING CHAPTER 7 TRUSTEE'S MOTION FOR ORDER:</p> <p>(1) AUTHORIZING SALE OF REAL PROPERTY PURSUANT TO 11 U.S.C. §§ 363(b) AND (f);</p> <p>(2) APPROVING OVERBID PROCEDURES;</p> <p>(3) APPROVING CARVE-OUT OF SALE PROCEEDS FOR THE BENEFIT OF THE ESTATE;</p> <p>(4) DEEMING BUYER TO BE A GOOD-FAITH PURCHASER PURSUANT TO 11 U.S.C. § 363(m);</p>
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- 1 _____ Affects PPA ARIZONA I, LLC, a
2 Delaware limited liability company
- 3 _____ Affects PPA ARIZONA II, LLC, a
4 Delaware limited liability company
- 5 _____ Affects PPA VISTA VILLAGE, LLC,
6 an Arizona limited liability company
- 7 _____ Affects PPA TOWNE CENTER,
8 LLC, a California limited liability
9 company
- 10 _____ Affects SUNDANCER
11 APARTMENTS, LLC, a California
12 limited liability company
- 13 _____ Affects DOBSON SPRINGS, LLC,
14 an Arizona limited liability company
- 15 _____ Affects VILLA ROSE AVENUE,
16 LLC, a California limited liability
17 company
- 18 _____ Affects HARBOR VIEW
19 CONDOMINIUMS, LLC, a
20 California limited liability company
- 21 _____ Affects PPA OPPORTUNITY
22 FUND, LLC, a California limited
23 liability company
- 24 _____ Affects PPA EQUITIES, LLC, a
25 California limited liability company
- 26 _____ Affects PPA DESERT VIEW, LLC,
27 a California limited liability
28 company
- _____ Affects RIDGEMONT
CONDOMINIUMS, LLC, a
California limited liability company
- _____ Affects VILLA LAS BRISAS
CONDOMINIUMS, LLC, a
California limited liability company
- _____ Affects 2130 GROUP
PARTNERSHIP, LLC, an Arizona
limited liability company
- _____ Affects AAA INVESTMENT
PROPERTIES, LLC, an Arizona
limited liability company

- (5) AUTHORIZING DISBURSEMENT OF
SALE PROCEEDS TO PAY
SECURED CLAIM, COSTS OF SALE,
PROPERTY TAXES, AND BROKER'S
COMMISSION; AND**
- (6) WAIVING THE 14-DAY STAY
IMPOSED BY FEDERAL RULE OF
BANKRUPTCY PROCEDURE 6004(h)**

[1121, 1164 and 1170 Daisy Avenue,
Long Beach, California]

Hearing

DATE: November 30, 2010
 TIME: 10:30 a.m.
 PLACE: Courtroom 5A
 411 W. Fourth St.
 Santa Ana, CA 92701

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1 On November 30, 2010, at 10:30 a.m., a hearing (the "Sale Hearing") was held in
2 the above-captioned case on the Motion for Order: (1) Authorizing Sale of Real Property
3 Pursuant to 11 U.S.C. §§ 363(b) and (f); (2) Approving Overbid Procedures; (3) Approving
4 Carve-Out of Sale Proceeds for the Benefit of the Estate; (4) Deeming Buyer to be a
5 Good-Faith Purchaser Pursuant to 11 U.S.C. § 363(m); (5) Authorizing Disbursement of
6 Sale Proceeds to Pay Secured Claims, Costs of Sale, Property Taxes, and Brokerage
7 Commission; and (6) Waiving the 14-Day Stay Imposed by Federal Rule of Bankruptcy
8 Procedure 6004(h) (the "Motion"), filed by Thomas H. Casey (the "Trustee"), the former
9 chapter 11 trustee and current chapter 7 trustee for the bankruptcy estate (the "Estate")
10 of of Pacific Property Assets II, LLC (the "Debtor"). Capitalized terms not expressly
11 defined in this Order shall have the meanings assigned to them in the Motion.

12 Having considered the Motion, all papers and evidence filed in support thereof, and
13 oral arguments made at the Sale Hearing, there having been no opposition to the Motion,
14 and finding that notice and service of the Motion were proper, that all requirements of
15 California Civil Code § 2941.9 have been satisfied, and good cause appearing therefor,

16 **IT IS ORDERED** that:

- 17 1. The Motion is granted.
- 18 2. The Agreement for Purchase and Sale of Real Property and Joint Escrow
19 Instructions bearing an Execution Date of September 17, 2010, executed by the Trustee,
20 as the seller, and by Kevin Falskin (the "Buyer"), as the buyer, a copy of which is attached
21 to the Motion as Exhibit "1" (the "Agreement"), is approved in its entirety.
- 22 3. The Trustee is authorized to sell the "Property" as defined and described
23 in the Agreement, including all rights, titles and interests of Trustee and the Estate in and
24 to the real property located at 1121, 1164 and 1170 Daisy Avenue, Long Beach, California
25 (Assessor's Parcel Nos. 7271-019-035, 7272-003-008 and 7272-003-010), in accordance
26 with the terms and conditions set forth in the Agreement.
- 27 4. Except as may be otherwise expressly set forth in this Order: (a) the sale
28 and conveyance of the Property pursuant to the Agreement shall be free and clear of all

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1 liens, claims and interests pursuant to 11 U.S.C. § 363(b), and any liens on the Property
2 shall attach to the proceeds from the Sale ("Sale Proceeds") in the same priority, validity
3 and scope as of the petition date of the Debtor's bankruptcy case.

4 5. Section 4.10 of the Agreement provides that the Buyer may designate
5 another person (the "Buyer's Designee") to accept title to the Property upon the "Closing"
6 (as defined in the Agreement), on the terms and conditions set forth in said Section 4.10.
7 The right of Buyer to make such a designation in accordance with such terms and
8 conditions is authorized and approved. Without limiting the generality of the foregoing
9 authorization and approval, the Buyer has designated pursuant to said Section 4.10
10 that upon the Closing, the Property shall be transferred, assigned and conveyed to the
11 following "Buyer's Designee", and such designation is hereby approved:

12 *"Rick M. Kaplan and Kathleen S. Kaplan, Husband and Wife as Joint Tenants".*

13 6. This Order in all respects shall inure to the benefit of and be binding upon
14 the Buyer, the Buyer's Designee, the Trustee, the Debtor, the Estate, all creditors of the
15 Debtor, all creditors of the Estate, all holders of equity interests in the Debtor, and all
16 holders of liens, claims or interests in, against or on the Property or any portion thereof,
17 and upon each of their respective heirs, executors, trustees, administrators, successors,
18 assigns and grantees, including any successor trustee in the Debtor's bankruptcy case.

19 7. Pursuant to §§ 105(a), 363(b), and 363(f) of the Bankruptcy Code, the
20 Trustee is authorized to sell the Property in accordance with the Agreement, and transfer,
21 assign and convey the Property to the Buyer's Designee upon the Closing, and upon the
22 Trustee's receipt of the entire "Purchase Price" (as defined in the Agreement), such sale,
23 transfer, assignment and conveyance (the "Sale") shall constitute a legal, valid, binding
24 and effective sale, transfer, assignment and conveyance of the Property, which shall vest
25 the Buyer with title to the Property free and clear of all: (a) deeds of trust, mortgages, liens
26 and encumbrances (collectively, "Liens") relating to, accruing or arising at any time prior to
27 the Closing, including the Senior Deed of Trust and the Junior Deed of Trust, (b) claims
28 (including as the term "claim" is defined in §101(5) of the Bankruptcy Code), debts, duties,

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1 obligations, covenants, commitments, demands, guaranties, options, rights, interests,
2 actions, causes of action and liabilities of any kind, whether known or unknown,
3 contingent or non-contingent, liquidated or unliquidated, matured or unmatured, secured
4 or unsecured, senior or subordinate, legal or equitable, or created or imposed by contract,
5 agreement, understanding, judgment, law, equity or otherwise, including pursuant to any
6 theory of successor liability, successor-in-interest liability, transferee liability, labor law,
7 environmental law, anti-trust law, de facto merger, mere continuation, or substantial
8 continuity (collectively, "Claims"), relating to, accruing or arising at any time prior to the
9 Closing, and (c) other interests of any kind ("Interests") relating to, accruing or arising at
10 any time prior to the Closing. Such Liens, Claims and Interests are collectively referred
11 to as the "Released Liens, Claims and Interests").

12 8. Except as otherwise expressly set forth in this Order, the Released Liens,
13 Claims and Interests shall attach to the Sale Proceeds with the same validity, force and
14 effect, and in the same priority, validity and scope as of the petition date of the Debtor's
15 bankruptcy case, subject to any rights, claims and defenses the Trustee or the Estate,
16 as applicable, may possess with respect thereto.

17 9. As of the Closing, each creditor of the Estate is authorized and directed, and
18 the Trustee and the Buyer are hereby authorized, on behalf of each creditor of the Estate,
19 to make, execute and deliver such releases, reconveyances, substitutions of trustee and
20 other instruments and documents, and take such other actions, as may be reasonably
21 necessary to release, or notice the release, of any Released Liens, Claims and Interests.

22 10. Upon the Closing, this Order shall constitute and be construed for any and
23 all purposes as a full and complete general transfer, assignment and conveyance of all
24 rights, titles and interests of the Trustee, the Estate and the Debtor in and to the Property.
25 Each and every federal, state and local governmental agency or department is hereby
26 directed to accept any and all documents and instruments necessary and appropriate to
27 consummate the Sale. A certified copy of this Order may be filed with the appropriate
28 clerk and/or recorded with the appropriate recorder to act to cancel any liens and other

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1 encumbrances of record as of the Closing. However, this Order shall not constitute or
2 be construed as a release or reconveyance of any mortgages, deeds of trust, pledges,
3 security agreements, liens or encumbrances made, executed or delivered by Buyer or
4 Buyer's Designee as of, or subsequent to, the Closing, including in favor of any lender
5 financing Buyer's or Buyer's Designee's purchase of the Property, nor shall it constitute
6 or be construed as a termination or extinguishment of any easement, right-of-way,
7 maintenance or improvement district, owners association, covenant, condition, restriction
8 or equitable servitude of public record, or any power to charge and enforce by lawful
9 means the collection of any maintenance or repair costs, assessments or association
10 dues arising thereunder, which are not yet due or payable pursuant to the terms thereof.
11 Without changing or limiting the forgoing provision in any respect, by rather, by way of an
12 example for illustrative purposes only, upon the Closing, the Property shall be conveyed
13 free and clear of any liens, claims or liabilities relating to delinquent maintenance or
14 improvement district assessments or owners association dues or assessments, including
15 any previously accrued late charges or costs of collection relating thereto, but shall remain
16 subject to liability for any obligations not yet due and payable according to their terms.

17 11. This Order is and shall be effective as a determination that, effective upon
18 the Closing, all Released Liens, Claims and Interests shall have been unconditionally
19 released, discharged and terminated, and that the conveyances described in this Order
20 have been effected.

21 12. This Order is and shall be binding upon and shall govern the acts of all
22 persons and entities (collectively, "Persons"), including filing agents, filing officers,
23 recorders and registrars of instruments, deeds, deeds of trust, financing statements
24 and security agreements, federal, state and local governmental authorities, agencies,
25 departments, offices and officials, title agents, title insurers, escrow holders, and all other
26 Persons who may be required by operation of law, the duties of their office, or contract,
27 to accept, file, register, record or release any documents or instruments, or who may be
28 required to report or insure any title or state of title in or to any interest in or lease of

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1 property, real or personal. Each such Person is hereby directed to accept for filing and
2 recordation any and all of the documents and instruments necessary and appropriate to
3 consummate the Sale, the release and reconveyance of the Released Liens, Claims and
4 Interests, and all other transactions contemplated by the Agreement or this Order.

5 13. All Persons (including debt security holders, equity security holders,
6 governmental, taxing, regulatory and police authorities, lenders, trade creditors, judgment
7 holders, litigation claimants and other creditors), holding any Released Liens, Claims or
8 Interests, are hereby permanently barred, estopped and enjoined from asserting against
9 the Buyer, the Buyer's successors or assigns, or the Property, any such Released Liens,
10 Claims or Interests, whether as a lien, claim, action, cause of action, right of setoff, right of
11 subrogation, right of recoupment, theory of defense, or otherwise.

12 14. The consideration for the Property payable by the Buyer to the Trustee
13 pursuant to the Agreement constitutes reasonably equivalent value and fair consideration
14 under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent
15 Conveyance Act, and any other laws, rules or regulations of the United States, any state,
16 county, township city, municipality, territory or possession, or the District of Columbia.

17 15. The procedures set forth in the Motion whereby the Trustee may solicit,
18 evaluate and accept or reject overbids, are approved in their entirety, and are deemed to
19 have been complied with in all respects relating to the Sale.

20 16. The Sale, as contemplated by the Agreement, is undertaken by the Buyer
21 without collusion and in "good faith", as defined in § 363(m) of the Bankruptcy Code, and
22 accordingly, the reversal or modification on appeal of the authorization provided herein to
23 consummate the Sale shall not affect the validity of the Sale, unless such authorization
24 and the Sale are duly stayed pending such appeal. The Buyer is a good-faith buyer within
25 the meaning of § 363(m) of the Bankruptcy Code and, as such, is entitled to the full
26 protections of § 363(m) of the Bankruptcy Code.

27 17. Upon the Closing, the Trustee shall disburse or cause the Sale Proceeds to
28 be disbursed directly from escrow to satisfy the indebtedness secured by the Senior Deed

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1 of Trust. For purposes of clarification and avoidance of doubt, the Senior Deed of Trust
2 referred to in the preceding sentence and elsewhere in this Order, and which shall be
3 deemed to have been fully and unconditionally released and reconveyed upon the Closing
4 by reason of this Order, is that certain Deed of Trust dated April 3, 2000, executed by
5 Pacific Property Assets II, LLC, a California limited liability company, as the trustor,
6 in favor of General Electric Capital Corporation, as the beneficiary, recorded against the
7 Property on April 10, 2000, as Instrument No. 2000-0534164, in the Office of the County
8 Recorder for the County of Los Angeles, State of California.

9 18. Upon the Closing, the Trustee shall disburse or cause the Sale Proceeds to
10 be disbursed directly from escrow to satisfy any outstanding real property taxes payable
11 with respect to the Property, and the Trustee is further authorized, at the Trustee's sole
12 discretion, to pay or cause any outstanding real property taxes payable with respect to the
13 Property to be paid prior to the Closing from any funds within the Estate.

14 19. The commission sought to be paid by the Trustee to Marcus & Millichap
15 Real Estate Investment Services, Inc., is reasonable, and the Trustee is authorized to
16 cause the commission to be paid upon the Closing, solely from the Sale Proceeds.

17 20. Nothing contained in any plan of reorganization or liquidation, or order of any
18 type or kind entered in (a) the Debtor's previous chapter 11 case, (b) this chapter 7 case,
19 (c) any subsequent chapter 11 case into which this chapter 7 case may be converted, or
20 (d) any related proceeding subsequent to entry of this Order, shall affect this Order or
21 conflict with or derogate from the terms and conditions of the Agreement.

22 21. This Order shall govern if there is any inconsistency between the Agreement
23 (including all ancillary documents executed in connection therewith) and this Order. All of
24 the provisions of this Order are non-severable and mutually dependent.

25 22. The Agreement and any related agreements, documents or instruments may
26 be modified, amended or supplemented by the parties thereto and in accordance with the
27 terms thereof, without further order of the Court, provided the modification, amendment or
28 supplement does not have a material adverse effect on the Trustee or the Estate.

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1 23. The Majority Action Affidavit complies with and satisfies the requirements
2 of § 2941.9 of the California Civil Code.

3 24. The Majority Action Affidavit, including the executed signature pages
4 thereto, are suitable and appropriate for recordation in the Office of the County Recorder
5 for the County in which the Property is located, and accordingly, shall be recorded in the
6 Office of the County Recorder for the County of Los Angeles, State of California, prior to
7 or concurrently upon the Closing. Upon such recording, the Majority Action Affidavit shall
8 be binding upon and enforceable against any and all holders of beneficial interests in the
9 Junior Deed of Trust, and their respective successors and assigns. Accordingly, all
10 actions contemplated within, provided for, or required or authorized pursuant to the terms
11 of the Majority Action Affidavit, including the actions set forth or referred to in Article 2
12 of the Majority Action Affidavit, are deemed to have been duly authorized and approved
13 pursuant to § 2941.9 of the California Civil Code, and any and all actions taken by the
14 Trustee pursuant to or in accordance with such authorization and approval are deemed to
15 have been authorized and approved on behalf of all holders of beneficial interests in the
16 Junior Deed of Trust, and their respective successors and assigns.

17 25. The Carve-Out (including as defined in the Motion and as provided for in
18 Section 2.3 of the Majority Action Affidavit) in favor of the Persons identified in Section 2.3
19 of the Majority Action Affidavit, including: (a) the Trustee, (b) the Trustee's legal counsel
20 Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP, (c) VanderSchuit Law Group, APC,
21 and (d) the Estate, is authorized and approved.

22 26. The Sale Proceeds shall be used, applied and distributed as set forth in
23 Section 2.3 of the Majority Action Affidavit, free and clear of any Liens, Claims or Interests
24 of any third party; provided, however, that prior to making the distributions provided for in
25 Sections 2.3(b)(2), 2.3(b)(3) and 2.3(c) of the Majority Action Affidavit, the Trustee shall,
26 pursuant to motion and order of this Court, obtain approval of the amount of any fees and
27 costs to be paid from the Sale Proceeds pursuant to Sections 2.3(b)(2) and 2.3(b)(3)
28 of the Majority Action Affidavit, and approval of the amount of the distribution payable to

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1 each Payee pursuant to Section 2.3(c)(1) of the Majority Action Affidavit, as calculated by
2 the Trustee. No further approval of this Court is required for the payment of the
3 indebtedness secured by the Senior Deed of Trust as provided for in Section 2.3(a) of the
4 Majority Action Affidavit, or for the payment of any reasonable and ordinary fees and costs
5 and other amounts payable pursuant to Section 2.3(b)(1).

6 27. The distribution of the portion of the Sale Proceeds payable to the Payees
7 pursuant to Section 2.3(c)(1) of the Majority Action Affidavit shall be in full settlement and
8 satisfaction of all secured claims of the Payees based on the Junior Note and Junior Deed
9 of Trust, but shall not be deemed to satisfy any unsecured claims including any deficiency
10 claims relating to the Junior Note and Junior Deed of Trust, or any secured or unsecured
11 claims held by the Payees based on interests in other notes including other notes secured
12 by other deeds of trust against other real properties owned by the Debtor or its affiliates.
13 For purposes of clarification and avoidance of doubt, the Junior Deed of Trust referred to
14 in the immediately preceding sentence and elsewhere in this Order, and which shall be
15 deemed to have been fully and unconditionally released and reconveyed upon the Closing
16 by reason of this Order, is that certain Deed of Trust dated February 2, 2005, executed
17 by Pacific Property Assets II, LLC, a California limited liability company, as the trustor,
18 in favor of the Persons identified as beneficiaries therein, recorded against the Property
19 on March 15, 2005, as Instrument No. 2005-0586973, in the Office of the County
20 Recorder for the County of Los Angeles, State of California.

21 28. The Court shall retain jurisdiction to, among other things, interpret,
22 implement and enforce the terms and provisions of this Order and the Agreement,
23 all amendments thereto, all waivers and consents thereunder, and all agreements and
24 instruments executed in connection therewith, to which the Trustee is party or which has
25 been assigned by the Trustee to the Buyer, and to adjudicate, if necessary, any and all
26 disputes concerning or relating in any way to the Sale, including retaining jurisdiction to
27 (a) compel delivery of the Property to the Buyer; (b) interpret, implement and enforce
28 the provisions of this Order; (c) resolve disputes concerning the Agreement, (d) resolve

1 any disputes concerning the Carve-Out or the distribution of the Sale Proceeds, and (e)
2 protect the Buyer against any Liens, Claims or other interest in or against the Property.

3 29. Any requirements for the lodging of orders, and lodging periods, imposed
4 by Local Bankruptcy Rule 9021-1 or any other applicable bankruptcy rules are waived.

5 30. The stay imposed by Federal Rule of Bankruptcy Procedure 6004(h) is
6 waived and this Order shall be effective immediately upon entry and the Trustee and the
7 Buyer are authorized to close the Sale immediately upon entry of this Order.

8 31. For purposes of this Order, the words "Include", "including" and "included"
9 shall be construed in their most inclusive sense, as if immediately followed by the words
10 "without limitation".

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DATED: December 8, 2010


Eric A. Smith
United States Bankruptcy Judge

NOTE: When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

650 Town Center Drive, Suite 950, Costa Mesa, California 92626

A true and correct copy of the foregoing document described as **ORDER GRANTING CHAPTER 7 TRUSTEE'S MOTION FOR ORDER: (1) AUTHORIZING SALE OF REAL PROPERTY PURSUANT TO 11 U.S.C. §§ 363(b) AND (f); (2) APPROVING OVERBID PROCEDURES; (3) APPROVING CARVE-OUT OF SALE PROCEEDS FOR THE BENEFIT OF THE ESTATE; (4) DEEMING BUYER TO BE A GOOD-FAITH PURCHASER PURSUANT TO 11 U.S.C. § 363(m); (5) AUTHORIZING DISBURSEMENT OF SALE PROCEEDS TO PAY SECURED CLAIM, COSTS OF SALE, PROPERTY TAXES, AND BROKER'S COMMISSION; AND (6) WAIVING THE 14-DAY STAY IMPOSED BY FEDERAL RULE OF BANKRUPTCY PROCEDURE 6004(h)** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING("NEF") - Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served):

On _____, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **December 2, 2010**, I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

The Honorable Erithe A. Smith, Ctrm. 5A, U.S. Bankruptcy Court, 411 W. Fourth Street, Santa Ana, CA 92701

Service information continued on attached page

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

December 2, 2010

Date

Lindsay Fisk

Type Name

/s/ Lindsay Fisk

Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

August 2010

545101.1

F 9013-3.1.PROOF.SERVICE

NOTE TO USERS OF THIS FORM:

- 1) Attach this form to the last page of a proposed Order or Judgment. Do not file as a separate document.
- 2) The title of the judgment or order and all service information must be filled in by the party lodging the order.
- 3) **Category I.** below: The United States trustee and case trustee (if any) will always be in this category.
- 4) **Category II.** below: List **ONLY** addresses for debtor (and attorney), movant (or attorney) and person/entity (or attorney) who filed an opposition to the requested relief. DO NOT list an address if person/entity is listed in category I.

NOTICE OF ENTERED ORDER AND SERVICE LIST

Notice is given by the court that a judgment or order entitled (*specify*) **ORDER GRANTING CHAPTER 7 TRUSTEE'S MOTION FOR ORDER: (1) AUTHORIZING SALE OF REAL PROPERTY PURSUANT TO 11 U.S.C. §§ 363(b) AND (f); (2) APPROVING OVERBID PROCEDURES; (3) APPROVING CARVE-OUT OF SALE PROCEEDS FOR THE BENEFIT OF THE ESTATE; (4) DEEMING BUYER TO BE A GOOD-FAITH PURCHASER PURSUANT TO 11 U.S.C. § 363(m); (5) AUTHORIZING DISBURSEMENT OF SALE PROCEEDS TO PAY SECURED CLAIM, COSTS OF SALE, PROPERTY TAXES, AND BROKER'S COMMISSION; AND (6) WAIVING THE 14-DAY STAY IMPOSED BY FEDERAL RULE OF BANKRUPTCY PROCEDURE 6004(h)** was entered on the date indicated as "Entered" on the first page of this judgment or order and will be served in the manner indicated below:

I. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") - Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s), the foregoing document was served on the following person(s) by the court via NEF and hyperlink to the judgment or order. As of **December 2, 2010**, the following person(s) are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email address(es) indicated below:

Service information continued on attached page

II. SERVED BY THE COURT VIA U.S. MAIL: A copy of this notice and a true copy of this judgment or order was sent by United States Mail, first class, postage prepaid, to the following person(s) and/or entity(ies) at the address(es) indicated below:

Pacific Property Assets II LLC
3626 E Pacific Coast Hwy
Long Beach, CA 90804
Debtor

Service information continued on attached page

III. TO BE SERVED BY THE LODGING PARTY: Within 72 hours after receipt of a copy of this judgment or order which bears an "Entered" stamp, the party lodging the judgment or order will serve a complete copy bearing an "Entered" stamp by U.S. Mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following person(s) and/or entity(ies) at the address(es), facsimile transmission number(s) and/or email address(es) indicated below:

Service information continued on attached page

I. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

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III. SERVED BY BY E-MAIL

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