

1 Alison Gutierrez (Admitted Pro Hac Vice)
 (Nebraska State Bar No. 24025)
 2 **KUTAK ROCK LLP**
 1650 Farnam Street
 3 Omaha, Nebraska 68102
 Telephone: (402) 346-6000
 4 Facsimile: (402) 346-1148

5 Christopher D. Glos (State Bar No.: 210877)
KUTAK ROCK LLP
 6 Suite 1500
 5 Park Plaza
 7 Irvine, CA 92614
 Telephone: (949) 417-0999
 8 Facsimile: (949) 417-5394
 Email: Christopher.glos@kutakrock.com

9 Attorneys for Plaintiffs
 10 GENERAL ELECTRIC CAPITAL
 CORPORATION, CEF FUNDING II, L.L.C.
 11 and CEF FUNDING V, LLC

12 UNITED STATES DISTRICT COURT
 13 FOR THE EASTERN DISTRICT OF CALIFORNIA - SACRAMENTO

14 GENERAL ELECTRIC CAPITAL
 15 CORPORATION; CEF FUNDING II,
 L.L.C. and CEF FUNDING V, LLC,

16 Plaintiffs,

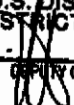
17 v.

18 TEN FORWARD DINING, INC.; et al.

19 Defendants.
 20

FILED

JUL 31 2013

CLERK, U.S. DISTRICT COURT
 EASTERN DISTRICT OF CALIFORNIA
 BY  DEPUTY CLERK

Case No. 2:09-cv-03296-JAM-AC

Assigned to Judge:
 Hon. John A. Mendez, Ctrm.: 6

Assigned to Magistrate:
 Hon. Allison Claire, Ctrm.: 24

~~PROPOSED~~ JUDGMENT AND
 FORECLOSURE DECREE

Date: June 19, 2013
 Time: 9:30 a.m.
 Ctrm.: 6
 Judge: Hon. John A. Mendez

Complaint Filed on: November 25,
 2009

25 On June 19, 2013, Plaintiffs General Electric Capital Corporation ("GECC"); CEF
 26 Funding II, L.L.C. ("CEF II") and GECC, as successor-in-interest to CEF Funding V,
 27
 28

1 LLC (“CEF V”)¹ (collectively, “Plaintiffs”), filed a Motion for entry of Final Judgment.
2 After consideration of the moving and opposing papers and consistent with the Court’s
3 prior Order Granting Plaintiffs’ Motion for Entry of Final Judgment, In Part [Docket No.
4 169], the Court NOW FINDS THAT:

5 (a) Entry of final judgment in this matter is appropriate pursuant to Federal
6 Rule of Civil Procedure 54(b) because this Court has entered a final disposition of all
7 claims against all parties in this matter that have not otherwise been dismissed by
8 Plaintiffs, and there is no just reason to delay entry of final judgment.

9 (1) The Court has entered a final disposition as to the claims asserted in
10 this matter pursuant to the following:

11 (i) the Court’s Order dated May 7, 2010, granting Plaintiffs’
12 Motion to Dismiss Defendants and Counterclaimants’ Counterclaim for
13 Failure to State a Claim Upon Which Relief Can Be Granted Pursuant to
14 FRCP 12(b)(6), which dismissed the Kobra Defendants’ counterclaims
15 against Plaintiff;

16 (ii) the Court’s Order dated October 3, 2011, granting Plaintiffs’
17 Motion for Summary Judgment or, in the Alternative, Partial Summary
18 Judgment against Defendants Ten Forward Dining, Inc. (“Ten Forward”),
19 Delightful Dining, Inc. (“Delightful Dining”), TGIA Restaurants (“TGIA”),
20 Kobra Restaurant Properties, LLC (“Kobra”) and Abolghassem Alizadeh
21 (“Alizadeh”) (collectively, the “Kobra Defendants”) (Filing No. 85), which
22 granted summary judgment in favor of Plaintiffs on Plaintiffs’ first through
23 twelfth and fifteenth through twenty-third claims for relief;

24 (iii) the Clerk’s entry of Default as to Apex Property Advisors Inc.
25

26 ¹ CEF V was dissolved and upon dissolution, CEF V’s parent, CEF Holding V, LLC (“CEF
27 Holding”) succeeded to all of CEF V’s rights and obligations. Subsequently, CEF Holding was
28 dissolved and upon dissolution, CEF Holding’s parent, GECC succeeded to all of CEF Holding’s
rights and obligations.

1 (“Apex”) dated November 10, 2011, which provided that Apex is in default
2 for failure to appear, plead or answer Plaintiffs’ Complaint within the time
3 allowed by applicable law;

4 (iv) the Clerk’s entry of Default as to the State of California
5 Employment Development Department (“SCEDD”) dated November 10,
6 2011, which provided that SCEDD is in default for failure to appear, plead
7 or answer Plaintiffs’ Complaint within the time allowed by applicable law;

8 (v) the Court’s Order dated February 28, 2012 granting Plaintiffs’
9 Motion for Summary Judgment of against Defendants Mechanics Bank
10 (“Mechanics Bank”) and the United States of America (“USA”) on
11 Plaintiffs’ twenty-fifth claim for relief;

12 (vi) the Clerk’s entry of Default as to the City of Citrus Heights
13 (“Citrus Heights”) dated March 22, 2013, which provided that Citrus
14 Heights is in default for failure to appear, plead or answer Plaintiffs’
15 Complaint within the time allowed by applicable law; and

16 (vii) the Clerk’s entry of Default as to the City of Grass Valley
17 (“Grass Valley”) dated March 22, 2013, which provided that Grass Valley is
18 in default for failure to appear, plead or answer Plaintiffs’ Complaint within
19 the time allowed by applicable law.

20 (2) The Court granted Plaintiffs’ Motion to Voluntarily Dismiss
21 Plaintiffs’ thirteenth through fourteenth and twenty-fourth claim for relief; and has
22 dismissed pursuant to stipulation of the parties Plaintiffs’ twenty-fifth claim for
23 relief as against Key Real Estate Equity Capital, Inc., the County of Placer, the City
24 of Elk Grove, the County of Sacramento, the Sacramento Department of Public
25 Works, the County of Nevada, the County of Shasta, Equity Lenders, LLC and the
26 City of Redding.

27 (b) The relief sought by Plaintiffs in their Motion for Entry of Final Judgment is
28 in the best interests of Plaintiffs and all other parties-in-interest and all objections and

1 responses thereto are overruled, withdrawn or otherwise resolved.

2 Based on the foregoing, it is therefore ORDERED, ADJUDGED and DECREED as
3 follows:

4 (a) Judgment is hereby entered on GECC's first claim for relief against
5 Delightful Dining in the amount of \$1,527,210.84 (the "Delightful Dining Indebted
6 Amount");

7 (b) Judgment is hereby entered on GECC's second claim for relief against
8 Delightful Dining for replevin of the Delightful Dining Collateral, described more
9 particularly in Exhibit A attached hereto and incorporated herein by this reference, and the
10 sale of the Delightful Dining Collateral with the proceeds to be applied in payment of the
11 amounts due to GECC;

12 (c) Judgment is hereby entered on GECC's third claim for relief against Ten
13 Forward in the amount of \$857,472.49 (the "Ten Forward Indebted Amount");

14 (d) Judgment is hereby entered on GECC's fourth claim for relief against Ten
15 Forward for replevin of the Ten Forward Borrower Collateral, described more particularly
16 in Exhibit B attached hereto and incorporated herein by this reference, and the sale of the
17 Ten Forward Borrower Collateral with the proceeds to be applied in payment of the
18 amounts due to GECC;

19 (e) Judgment is hereby entered on GECC's fifth claim for relief against Ten
20 Forward and Delightful Dining, jointly and severally, in the amount \$220,380.11 (the "Ten
21 Forward/Delightful Dining Indebted Amount");

22 (f) Judgment is hereby entered on GECC's sixth claim for relief against Ten
23 Forward and Delightful Dining, jointly and severally, for replevin of the Ten
24 Forward/Delightful Dining Borrower Collateral, described more particularly in Exhibit C
25 attached hereto and incorporated herein by this reference, and the sale of the Ten
26 Forward/Delightful Dining Collateral with the proceeds to be applied in payment of the
27 amounts due to GECC;

28 (g) Judgment is hereby entered on Plaintiff GECC's, as successor-in-interest to

1 CEF V, seventh claim for relief against TGIA in the amount of \$3,926,318.48, plus
2 accruing interest thereon from and after March 31, 2013, as provided in the TGIA Loan
3 Documents (the "TGIA Indebted Amount");

4 (h) Judgment is hereby entered on GECC's eighth claim for relief against TGIA
5 for replevin of the TGIA Borrower Collateral, described more particularly in **Exhibit D**
6 attached hereto and incorporated herein by this reference, and the sale of the TGIA
7 Borrower Collateral with the proceeds to be applied in payment of the amounts due to
8 GECC;

9 (i) With respect to GECC's, as successor-in-interest to CEF V, ninth claim for
10 relief against Kobra, pursuant to Cal. Code Civ. P. § 726(b):

11 (i) a declaration is hereby entered that the outstanding amount due is
12 \$672,693.29, plus accruing interest thereon from and after March 31, 2013, as
13 provided in the 11726 Kobra Loan Documents (the "11726 Kobra Indebted
14 Amount");

15 (ii) Plaintiff GECC, as successor-in-interest to CEF V, has not waived its
16 right to seek a deficiency judgment relating to the 11726 Kobra Indebted Amount,
17 and Plaintiff GECC is not prohibited from doing so by Cal. Code Civ. P. § 580d;

18 (iii) Defendants Kobra and Alizadeh (pursuant to paragraph (t) below)
19 shall each be personally liable for the payment of the 11726 Kobra Indebted
20 Amount that is secured by 11726 Kobra Deed of Trust; and

21 (iii) A deficiency judgment may be ordered against Defendants Kobra and
22 Alizadeh, following the fair value hearings held pursuant to Cal. Code Civ. P. § 726
23 to determine the deficiency amount, if GECC, in its sole discretion, seeks such a
24 finding and order following the sale of the 11726 Kobra Property;

25 (j) Judgment is hereby entered on GECC's, as successor-in-interest to CEF V,
26 tenth claim for relief against Kobra for replevin of the 11726 Kobra Collateral, insofar as it
27 consists of non-real property, and foreclosure of the 11726 Kobra Collateral, insofar as it
28 consists of real property, described more particularly in **Exhibit E** attached hereto and

1 incorporated herein by this reference, and the sale of the 11726 Kobra Collateral with the
2 proceeds to be applied in payment of the amounts due to GECC, as successor-in-interest to
3 CEF V;

4 (k) With respect to GECC's, as successor-in-interest to CEF V, eleventh claim
5 for relief against Kobra, pursuant to Cal. Code Civ. P. § 726(b):

6 (i) a declaration is hereby entered that the outstanding amount due is
7 \$467,389.83, plus accruing interest thereon from and after March 31, 2013, as
8 provided in the 11794 Kobra Loan Documents (the "11794 Kobra Indebted
9 Amount" and collectively with the 11726 Kobra Indebted Amount, the "Kobra
10 Indebted Amount") (the Delightful Dining Indebted Amount, the Ten Forward
11 Indebted Amount, the Ten Forward/Delightful Dining Indebted Amount, the TGIA
12 Indebted Amount, and the Kobra Indebted Amount shall collectively be referred to
13 as the "Defendants' Indebted Amounts");

14 (ii). Plaintiff GECC, as successor-in-interest to CEF V, has not waived its
15 right to seek a deficiency judgment relating to the 11794 Kobra Indebted Amount,
16 nor is Plaintiff GECC prohibited from doing so by Cal. Code Civ. P. § 580d;

17 (iii) Defendants Kobra and Alizadeh (pursuant to paragraph (u) below)
18 shall each be personally liable for the payment of the 11794 Kobra Indebted
19 Amount that is secured by 11794 Kobra Deed of Trust; and

20 (iii) A deficiency judgment may be ordered against Defendants Kobra and
21 Alizadeh, following the fair value hearings held pursuant to Cal. Code Civ. P. § 726
22 to determine the deficiency amount, if GECC, in its sole discretion, seeks such a
23 finding and order following the sale of the 11726 Kobra Property (as defined
24 below);

25 (l) Judgment is hereby entered on GECC's, as successor-in-interest to CEF V,
26 twelfth claim for relief against Kobra for replevin and foreclosure of the 11794 Kobra
27 Collateral, described more particularly in **Exhibit F** attached hereto and incorporated
28 herein by this reference (the Delightful Dining Collateral, the Ten Forward Collateral, the

1 Ten Forward/Delightful Dining Collateral, the TGIA Collateral, the 11726 Kobra
2 Collateral and the 11794 Kobra Collateral collectively shall be known as the “Defendants’
3 Collateral”), and the sale of the 11794 Kobra Collateral with the proceeds to be applied in
4 payment of the amounts due to GECC, as successor-in-interest to CEF V. Nothing in this
5 judgment shall be construed to permit cross collateralization between the 11726 Kobra
6 Loan, the 11794 Kobra Loan and any other loan at issue in this lawsuit. Any sale of the
7 11726 Kobra Collateral and the 11794 Kobra Collateral may only be used to satisfy
8 indebted amounts associated with the 11726 Kobra Loan and the 11794 Kobra Loan;

9 (m) Judgment is hereby entered on GECC’s fifteenth claim for relief against
10 Alizadeh in the amount equal to the Delightful Dining Indebted Amount;

11 (n) Judgment is hereby entered on GECC’s sixteenth claim for relief against
12 Defendant Alizadeh in the amount equal to the Ten Forward Indebted Amount;

13 (o) Judgment is hereby entered on GECC’s seventeenth claim for relief against
14 Alizadeh for replevin of the Ten Forward Guarantor Collateral, described more
15 particularly in Exhibit G attached hereto and incorporated herein by this reference, and
16 the sale of the Ten Forward Guarantor Collateral with the proceeds to be applied in
17 payment of the amounts due to GECC;

18 (p) Judgment is hereby entered on GECC’s eighteenth claim for relief against
19 Alizadeh in an amount equal to the Ten Forward/Delightful Dining Indebted Amount;

20 (q) Judgment is hereby entered on GECC’s nineteenth claim for relief against
21 Alizadeh for replevin of the Ten Forward/Delightful Dining Guarantor Collateral,
22 described more particularly in Exhibit H attached hereto and incorporated herein by this
23 reference, and the sale of the Ten Forward/Delightful Dining Guarantor Collateral with the
24 proceeds to be applied in payment of the amounts due to GECC;

25 (r) Judgment is hereby entered on GECC’s, as successor-in-interest to CEF V,
26 twentieth claim for relief against Alizadeh in an amount equal to the TGIA Indebted
27 Amount;

28 (s) Judgment is hereby entered on GECC’s, as successor-in-interest to CEF V,

1 twenty-first claim for relief against Alizadeh for replevin of the TGIA Guarantor
2 Collateral, described more particularly in **Exhibit I** attached hereto and incorporated
3 herein by this reference, and the sale of the TGIA Guarantor Collateral with the proceeds
4 to be applied in payment of the amounts due to GECC, as successor-in-interest to CEF V;

5 (t) Judgment is hereby entered on GECC's, as successor-in-interest to CEF V,
6 twenty-second claim for relief against Alizadeh in an amount equal to the 11726 Kobra
7 Indebted Amount;

8 (u) Judgment is hereby entered on GECC's, as successor-in-interest to CEF V,
9 twenty-third claim for relief against Alizadeh in an amount equal to the 11794 Kobra
10 Indebted Amount;

11 (v) Judgment is hereby entered on Plaintiffs' twenty-fifth claim for relief against
12 Defendants Mechanics Bank, USA, Apex, SCEDD, Citrus Heights and Grass Valley
13 declaring the parties rights and priorities with respect to the real and personal property at
14 issue in this matter as follows:

15 (i) With respect to the Delightful Dining Collateral, GECC has a first
16 and paramount lien against the Delightful Dining Collateral, and any right, title,
17 interest, lien or claim of Defendants USA or SCEDD, or any other party, is junior,
18 inferior, subsequent and subject to GECC's lien;

19 (ii) With respect to the Ten Forward Borrower Collateral, GECC has a
20 first and paramount lien against the Ten Forward Borrower Collateral, and any
21 right, title, interest, lien or claim of any other party, is junior, inferior, subsequent
22 and subject to GECC's lien;

23 (iii) With respect to the Ten Forward/Delightful Dining Collateral, GECC
24 has a first and paramount lien against the Ten Forward/Delightful Dining
25 Collateral, and any right, title, interest, lien or claim of Defendants USA, Apex or
26 SCEDD, or any other party, is junior, inferior, subsequent and subject to GECC's
27 lien;

28 (iv) With respect to the TGIA Borrower Collateral, GECC, as successor-

1 in-interest to CEF V, has a first and paramount lien against the TGIA Borrower
2 Collateral, and any right, title, interest, lien or claim of any other party, is junior,
3 inferior, subsequent and subject to GECC's, as successor-in-interest to CEF V, lien;

4 (v) With respect to the 11726 Kobra Collateral, the lien of Shasta on the
5 11726 Kobra Collateral for real property taxes and assessments is senior in priority
6 to GECC's, as successor-in-interest to CEF V, mortgage lien on the 11726 Kobra
7 Collateral under the 11726 Kobra Deed of Trust. The lien of GECC, as successor-
8 in-interest to CEF V, against the 11726 Kobra Collateral is second in priority to the
9 lien of Shasta. Any right, title, interest, lien or claim of Mechanics Bank, or any
10 other party, to the 11726 Kobra Collateral, aside from Shasta, is junior, inferior,
11 subsequent and subject to GECC's, as successor-in-interest to CEF V, mortgage
12 lien;

13 (vi) With respect to the 11794 Kobra Collateral, the liens of Defendants
14 Nevada and Redding on the 11794 Kobra Collateral for real property taxes and
15 assessments are senior in priority to GECC's, as successor-in-interest to CEF V,
16 mortgage lien on the 11794 Kobra Collateral under the 11794 Kobra Deed of Trust.
17 The lien of GECC, as successor-in-interest to CEF V, against the 11794 Kobra
18 Collateral is third in priority behind the liens of Nevada and Redding. Any right,
19 title, interest, lien or claim of the City of Grass Valley, or any other party, aside
20 from Nevada and Redding, is junior, inferior, subsequent and subject to GECC's, as
21 successor-in-interest to CEF V, mortgage lien;

22 (vii) With respect to the Ten Forward Guarantor Collateral, GECC has a
23 first and paramount lien against the Ten Forward Guarantor Collateral, and any
24 right, title, interest, lien or claim of Defendants Apex or SCEDD, or any other
25 party, is junior, inferior, subsequent and subject to GECC's lien;

26 (viii) With respect to the Ten Forward/Delightful Dining Guarantor
27 Collateral, GECC has a first and paramount lien against the Ten Forward/Delightful
28 Dining Guarantor Collateral, and any right, title, interest, lien or claim of

1 Defendants Apex or SCEDD, or any other party, is junior, inferior, subsequent and
2 subject to GECC's lien;

3 (ix) With respect to the TGIA Guarantor Collateral, GECC has a first and
4 paramount lien against the TGIA Guarantor Collateral, and any right, title, interest,
5 lien or claim of Defendants Apex or SCEDD, or any other party, is junior, inferior,
6 subsequent and subject to GECC's lien;

7 (w) The Delightful Dining Indebted Amount, plus any recoverable post-
8 judgment amounts related thereto, including but not limited to post-judgment interest, is
9 and shall continue to be secured by a lien against the Delightful Dining Collateral, granted
10 by Delightful Dining in favor of GECC;

11 (x) The Ten Forward Indebted Amount, plus any recoverable post-judgment
12 amounts related thereto, including but not limited to post-judgment interest, is and shall
13 continue to be secured by a lien against the Ten Forward Borrower Collateral, granted by
14 Defendant Ten Forward in favor of GECC. The Ten Forward Indebted Amount is further
15 secured by a lien against the Ten Forward Guarantor Collateral granted by Defendant
16 Alizadeh in favor of GECC (the Ten Forward Borrower Collateral and the Ten Forward
17 Guarantor Collateral are together, the "Ten Forward Collateral");

18 (y) The Ten Forward/Delightful Dining Indebted Amount, plus any recoverable
19 post-judgment amounts related thereto, including but not limited to post-judgment
20 interest, is and shall continue to be secured by a lien against the Ten Forward/Delightful
21 Dining Borrower Collateral, granted by Ten Forward and Delightful Dining in favor of
22 GECC. The Ten Forward/Delightful Dining Indebted Amount further is secured by a lien
23 against the Ten Forward/Delightful Dining Guarantor Collateral granted by Defendant
24 Alizadeh in favor of GECC (the Ten Forward/Delightful Dining Borrower Collateral and
25 Ten Forward/Delightful Dining Guarantor Collateral are together, the "Ten
26 Forward/Delightful Dining Collateral");

27 (z) The TGIA Indebted Amount, plus any recoverable post-judgment amounts
28 related thereto, including but not limited to post-judgment interest, is and shall continue to

1 be secured by a lien against the TGIA Borrower Collateral, granted by TGIA in favor of
2 Plaintiff GECC, as successor-in-interest to CEF V. The TGIA Indebted Amount further is
3 secured by a lien against the TGIA Guarantor Collateral granted by Defendant Alizadeh in
4 favor of GECC, as successor-in-interest to CEF V (the TGIA Borrower Collateral and the
5 TGIA Guarantor Collateral are together, the "TGIA Collateral");

6 (aa) The 11726 Kobra Indebted Amount, plus any recoverable post-judgment
7 amounts related thereto, including but not limited to post-judgment interest, is and shall
8 continue to be secured by a lien granted by Kobra in favor of GECC, as successor-in-
9 interest to CEF V, as successor-in-interest to GE Capital Franchise Finance Corporation
10 ("GEFF"), upon certain real property, including the 11726 Kobra Collateral.

11 (bb) The 11794 Kobra Indebted Amount, plus any recoverable post-judgment
12 amounts related thereto, including but not limited to post-judgment interest, is and shall
13 continue to be secured by a lien granted by Kobra in favor of GECC, as successor-in-
14 interest to CEF V, as successor-in-interest to GEFF, upon certain real property, including
15 the 11794 Kobra Collateral;

16 (cc) Pursuant to 28 U.S.C. §§ 2001(a), 2002 and 2004, upon the issuance by this
17 Court of one or more writs of sale as requested by Plaintiffs (and in such order as Plaintiffs
18 may determine), with respect to any portion of the Defendants' Collateral that secures the
19 Defendants' Indebted Amounts, or so much of it as may be necessary to satisfy the
20 Defendants' Indebted Amounts (provided that each Defendant's Collateral may only be
21 sold to satisfy that particular Defendant's Indebted Amounts secured thereby, i.e., the
22 Kobra Defendants' collateral may not be sold to satisfy the indebted amounts associated
23 with the other Defendants), shall be sold at public auction to the highest bidder by
24 Plaintiffs' choice of (i) any Receiver appointed by this Court following the entry of this
25 Judgment; (ii) the United States Marshal stationed in or assigned to the applicable county
26 in California; or (iii) the sheriff of the applicable county in California, if this Judgment is
27 properly registered with the California state court in the related county; each of the
28 foregoing individuals described in (i) through (iii) shall be deemed to be acting as levying

1 officer of this Court in carrying out such sale duties. The Plaintiff to which the
2 Defendants' Indebted Amounts are owed may be a purchaser at any such sale(s), and may
3 credit bid any portion of the Defendants' Indebted Amounts at such sale insofar as such
4 Plaintiff in its discretion determines to bid and provided that any such credit bid shall be
5 limited to only the debt secured by such Collateral. From the proceeds of the sale(s), the
6 levying officer shall deduct the court costs, expenses of the levy and sale, amounts
7 sufficient to pay and satisfy any liens on that portion of the Defendants' Collateral which
8 has priority over the liens of Plaintiffs (such as the lien of Shasta County against the 11726
9 Kobra Property for real property taxes and assessments and the liens of Nevada County
10 and the Cities of Redding Grass Valley against the 11794 Kobra Property for real property
11 taxes and assessments), and then pay the remainder to the Plaintiff which holds the lien
12 against that portion of the Defendants' Collateral which is sold on account of the
13 Defendants' Indebted Amounts. If any surplus remains from the sale(s) of the Defendants'
14 Collateral, after satisfaction in full of the related respective Defendants' Indebted
15 Amounts, the levying officer shall pay the next funds to the holders of the second liens on
16 the subject Defendants' Collateral, and, after their liens are satisfied in full, shall pay the
17 next proceeds to the owner of the portion of the Defendants' Collateral, the sale of which
18 property produced the surplus. Nothing in this judgment shall be construed to permit sale
19 of real property through a process of sale that does not conform with California Code of
20 Civil Procedure 726 as interpreted by this Court's July 5, 2013 order;

21 (dd) Upon conclusion of the sale of either the 11726 Kobra Collateral and/or the
22 11794 Kobra Collateral, and upon payment of the proper consideration therefor (unless
23 Plaintiffs or their successors or assigns are the successful bidders by credit bid of the
24 11726 Kobra Indebted Amount and/or the 11794 Kobra Indebted Amount, respectively (in
25 which case a credit bid by such Plaintiff shall be sufficient consideration), a deed shall
26 issue conveying absolute title to said collateral to the successful bidder at the sale;

27 (ee) On completion of the sale of any portion of the Delightful Dining Collateral,
28 the Ten Forward Collateral, the Ten Forward/Delightful Dining Collateral, and/or the

1 TGIA Collateral, the levying officer shall execute and deliver to the purchaser at the sale,
2 and the purchaser may record, a certificate of sale to or as directed by the purchaser, who
3 may then take possession of that portion of the Defendants' Collateral, if necessary, with
4 the assistance of the levying officer. If any of Plaintiffs is the successful bidder at the sale,
5 such Plaintiff may designate in writing to the levying officer at or after the sale an entity
6 through which it will take the certificate of sale to that portion of the Defendants'
7 Collateral;

8 (ff) Public notice of the sale of any of the Defendants' Collateral that consists of
9 real property shall be given and shall include the time, place and terms of the sale and be
10 made by weekly publication for four successive weeks prior to the date of the sale
11 pursuant to 28 U.S.C. § 2002;

12 (gg) Should Plaintiffs choose to sell any of the Defendants' Collateral that
13 consists of personal property at public auction pursuant to this Judgment, Plaintiffs shall
14 give public notice of the time, place and terms of the sale of such personal property and
15 hold the sale of the personal property in a commercial reasonable manner, with Plaintiffs
16 allowed to become the purchaser or purchasers of such personal property at the sale. At
17 any such sale of the personal property Defendants' Collateral, Plaintiffs or their respective
18 successors or assigns may credit bid this Judgment or a portion thereof, as provided under
19 paragraph (cc) hereof;

20 (hh) After sale of the Defendants' Collateral, Plaintiffs may obtain confirmation
21 thereof by order of this Court;

22 (ii) Plaintiffs may transcribe a certified copy of this Judgment to the Clerk's
23 office of the applicable California state court in any county where any of the real property
24 Collateral is located for the purposes of engaging in a sheriff's sale of the real property
25 Collateral;

26 (jj) The sale of the 11726 Kobra Property and the 11794 Kobra Property shall be
27 subject to the statutory right of redemption, as provided under Cal. Code Civ. P.
28 §§ 729.010 – 729.090;

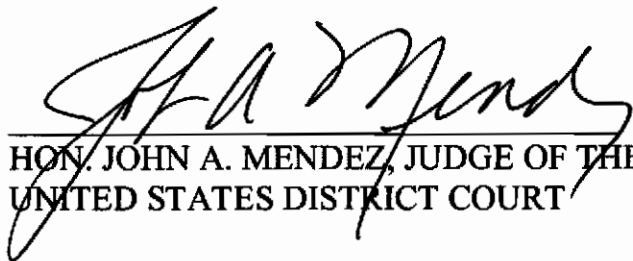
1 (kk) Upon the conclusion of the sale, all persons having liens subsequent, junior
2 and/or inferior to the liens of Plaintiffs, shall be forever barred and foreclosed from all
3 equity of redemption in, and claim to, that portion of the Defendants' Collateral, and every
4 part of it, which was sold;

5 (ll) Plaintiff GECC, as successor-in-interest to CEF V, is entitled to recover
6 from Kobra the amount of any deficiency after foreclosure and sale of the 11726 Kobra
7 Collateral and the 11794 Kobra Collateral, plus accruing prejudgment interest as specified
8 by each note at issue. In the event Plaintiff GECC, as successor-in-interest to CEF V,
9 forecloses on the 11726 Kobra Collateral and/or the 11794 Kobra Collateral, or any
10 portion thereof, GECC, as successor-in-interest to CEF V, may in its discretion, but is not
11 required to, proceed with fair value hearings pursuant to Cal. Code Civ. P. § 726 to
12 determine the deficiency amount; and

13 (mm) In addition to the sale procedures specified in paragraph (cc) hereof,
14 Plaintiff GECC, as successor-in-interest to CEF V, subject to the provisions of Cal. Code
15 Civ. P. § 726, and Plaintiffs GECC and CEF II shall be entitled to exercise any judgment
16 enforcement provisions under Cal. Code Civ. P. §§ 699.510 – 699.560 and such other
17 related provisions, upon proper registration of this Judgment with any California state
18 court in the county in which any Plaintiff seeks to enforce this Judgment.

19 IT IS SO ORDERED.

20 Date: July 30, 2013


HON. JOHN A. MENDEZ, JUDGE OF THE
UNITED STATES DISTRICT COURT

21
22
23 Respectfully submitted by:

24 Dated: July 25, 2013

KUTAK ROCK LLP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

By: /s/ Christopher D. Glos
Christopher D. Glos
Alison M. Gutierrez
Attorneys for Plaintiffs
GENERAL ELECTRIC CAPITAL
CORPORATION, CEF FUNDING II,
L.L.C. and GENERAL ELECTRIC
CAPITAL CORPORATION, as successor-
in-interest to CEF FUNDING V, LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

(Delightful Dining Collateral)

All of Delightful Dining's right, title and interest in: (a) all types of property included within the term "equipment" as defined by the Uniform Commercial Code (except vehicles, boats and airplanes), including machinery, furniture, appliances, trade fixtures, tools, and office and record keeping equipment; (b) all inventory, including all goods held for sale, raw materials, work in process and materials or supplies used or consumed in Delightful Dining's business; (c) all documents; general intangibles; accounts; contract rights; chattel paper and instruments; money; securities; investment properties; deposit accounts; supporting obligations; letters of credit and letter of credit rights; commercial tort claims; and records, software and information contained in computer media (such as data bases, source and object codes and information therein), together with any equipment and software to create, utilize, maintain or process any such records or data on electronic media; (d) any and all plans and specifications, designs, drawings and other matters prepared for any construction on any real property owned by or leased to Delightful Dining at the locations described below or regarding any improvements to any of such real property; (e) goodwill; *provided, however*, that the security interest in any franchise, license, or distributorship agreement is subject to the provisions of Section 9-408 of the Uniform Commercial Code; and (f) all replacements and substitutions for, all products, cash and non-cash proceeds (including insurance proceeds and any title and Uniform Commercial Code insurance proceeds) of, any of the foregoing, and, in the case of tangible collateral, together with all additions, attachments, accessions, parts, equipment and repairs now or hereafter attached or affixed thereto or used in connection therewith, in each case, to the extent used in connection with or otherwise relating to the operation of the businesses located at the following described real property located in the State of California (the "Delightful Dining Properties"):

Store No.	Address	City	State
262	1470 Eureka Road, Suite 170	Roseville	CA
268	10271 Fairway Drive, Suite 140	Roseville	CA
317	10940 Trinity Parkway, Suite H	Stockton	CA
360	3654 North Freeway Boulevard, Suite 330	Sacramento	CA

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT B

(Ten Forward Borrower Collateral)

All of Ten Forward's right, title and interest in: (a) all types of property included within the term "equipment" as defined by the Uniform Commercial Code (except vehicles, boats and airplanes), including machinery, furniture, appliances, trade fixtures, tools, and office and record keeping equipment; (b) all inventory, including all goods held for sale, raw materials, work in process and materials or supplies used or consumed in Ten Forward's business; (c) all documents; general intangibles; accounts; contract rights; chattel paper and instruments; money; securities; investment properties; deposit accounts; supporting obligations; letters of credit and letter of credit rights; commercial tort claims; and records, software and information contained in computer media (such as data bases, source and object codes and information therein), together with any equipment and software to create, utilize, maintain or process any such records or data on electronic media; (d) any and all plans and specifications, designs, drawings and other matters prepared for any construction on any real property owned by or leased to Ten Forward at the locations described below or regarding any improvements to any of such real property; (e) goodwill; *provided, however*, that the security interest in any franchise, license, or distributorship agreement is subject to the provisions of Section 9-408 of the Uniform Commercial Code; and (f) all replacements and substitutions for, all products, cash and non-cash proceeds (including insurance proceeds and any title and Uniform Commercial Code insurance proceeds) of, any of the foregoing, and, in the case of tangible collateral, together with all additions, attachments, accessions, parts, equipment and repairs now or hereafter attached or affixed thereto or used in connection therewith, in each case, to the extent used in connection with or otherwise relating to the operation of the businesses located at the following described real property located in the State of California (the "Ten Forward Properties"):

Store No.	Address	City	State
1117	7101 Laguna Blvd.	Elk Grove	CA
1152	186 Nut Tree Parkway	Vacaville	CA

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT C

(Ten Forward/Delightful Dining Borrower Collateral)

All of Ten Forward's and Delightful Dining's right, title and interest in: (a) all types of property included within the term "equipment" as defined by the Uniform Commercial Code (except vehicles, boats and airplanes), including machinery, furniture, appliances, trade fixtures, tools, and office and record keeping equipment; (b) all inventory, including all goods held for sale, raw materials, work in process and materials or supplies used or consumed in Ten Forward's or Delightful Dining's business; (c) all documents; general intangibles; accounts; contract rights; chattel paper and instruments; money; securities; investment properties; deposit accounts; supporting obligations; letters of credit and letter of credit rights; commercial tort claims; and records, software and information contained in computer media (such as data bases, source and object codes and information therein), together with any equipment and software to create, utilize, maintain or process any such records or data on electronic media; (d) any and all plans and specifications, designs, drawings and other matters prepared for any construction on any real property owned by or leased to Ten Forward or Delightful Dining at the locations described below or regarding any improvements to any of such real property; (e) goodwill; *provided, however*, that the security interest in any franchise, license, or distributorship agreement is subject to the provisions of Section 9-408 of the Uniform Commercial Code; and (f) all replacements and substitutions for, all products, cash and non-cash proceeds (including insurance proceeds and any title and Uniform Commercial Code insurance proceeds) of, any of the foregoing, and, in the case of tangible collateral, together with all additions, attachments, accessions, parts, equipment and repairs now or hereafter attached or affixed thereto or used in connection therewith, in each case, to the extent used in connection with or otherwise relating to the operation of the businesses located at the Delightful Dining Properties.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT D

(TGIA Borrower Collateral)

All of TGIA's right, title and interest in all of the equipment, machinery, furniture, trade fixtures, replacements, substitutions, additions, parts and accessories, including, without limitation, fryers, grills, ovens, warmers, refrigerators, freezers, waste disposal units, dishwashers, beverage dispensers, ice cream makers, racks, display cases, light fixtures, decor, counters, cash registers, salad equipment, tables, seating, signs and similar property of TGIA, together with all income therefrom and proceeds thereof, in each case, to the extent located at the following described real property located in the State of California (the "TGIA Properties"):

Address	City	State
1168 Galleria Blvd.	Roseville	CA
6307 Sunrise Blvd.	Citrus Heights	CA
1229 Howes Ave.	Sacramento	CA

1 **EXHIBIT E**

2 **(11726 Kobra Collateral)**

3 All of Kobra's right, title and interest in and to (a) the 11726 Kobra
4 Property (as specifically described below), together with all rights,
5 privileges and appurtenances associated therewith and all buildings,
6 fixtures and other improvements now or hereafter located thereon (whether
7 or not affixed to such real estate); (b) all rents, issues, profits, royalties,
8 income and other benefits derived from the 11726 Kobra Property and the
9 11726 Kobra Personal Property (as defined below); all leases or subleases
10 covering the 11726 Kobra Property, the 11726 Kobra Personal Property or
11 any portion thereof now or hereafter existing or entered into (collectively,
12 "11726 Kobra Leases"), including, without limitation, all cash or security
13 deposits, advance rentals and deposits or payments of similar nature and all
14 guaranties relating to the 11726 Kobra Leases; all options to purchase or
15 lease the 11726 Kobra Property, the 11726 Kobra Personal Property or any
16 portion thereof or interest therein, and any greater estate in the 11726 Kobra
17 Property or the 11726 Kobra Personal Property; all interests, estate or other
18 claims, both in law and in equity, with respect to the 11726 Kobra Property
19 and the 11726 Kobra Personal Property; all easements, rights-of-way and
20 rights used in connection therewith or as a means of access thereto, and all
21 tenements, hereditaments and appurtenances thereof and thereto, and all
22 water rights and shares of stock evidencing the same; all land lying within
23 the right-of-way of any street, open or proposed, adjoining the 11726 Kobra
24 Property and any and all sidewalks, alleys and strips and gores of land
25 adjacent to or used in connection with the 11726 Kobra Property; (c) all
26 tangible personal property now or at any time hereafter located on or at the
27 11726 Kobra Property or used in connection therewith, including, without
28 limitation, all machinery, furniture, equipment and inventory (collectively,
the "11726 Kobra Personal Property"); (d) all existing and future accounts,
contract rights, including, without limitation, with respect to equipment
leases, general intangibles, files, books of account, agreements, franchise,
license and/or area development agreements, distributor agreements,
indemnity agreements, permits, licenses and certificates necessary or
desirable in connection with the acquisition, ownership, leasing,
construction, operation, servicing or management of the 11726 Kobra
Property and the 11726 Kobra Personal Property or any portion thereof,
whether now existing or entered into or obtained after the date hereof, all
existing and future names under or by which the 11726 Kobra Property or
the 11726 Kobra Personal Property or any portion thereof may at any time
be operated or known, all rights to carry on business under any such names
or any variant thereof, and all existing and future telephone numbers and
listings, advertising and marketing materials, trademarks and goodwill in
any way relating to the 11726 Kobra Property or the 11726 Kobra Personal
Property or any portion thereof; and (e) all the claims or demands with
respect to the 11726 Kobra Property and the 11726 Kobra Personal
Property or any portion thereof, including, without limitation, claims or
demands with respect to the proceeds of insurance in effect with respect
thereto, claims under any indemnity agreement, including, without
limitation, any indemnity agreement executed for the benefit of the 11726
Kobra Property and the 11726 Kobra Personal Property or any portion
thereof with respect to hazardous materials, and any and all awards made
for the taking by eminent domain, or by any proceeding or purchase in lieu
thereof, of the whole or any part of the 11726 Kobra Property or the 11726

1 Kobra Personal Property, including, without limitation, any awards
2 resulting from a change of grade of streets and awards for severance
3 damages.

4 The 11726 Kobra Property is specifically described as follows:

5 THE LAND DESCRIBED IS SITUATED IN THE STATE OF
6 CALIFORNIA, COUNTY OF SHASTA, CITY OF REDDING AND IS A
7 PORTION OF BLOCK C OTTONELLO SUBDIVISION AND THE
8 EAST HALF OF THE NORTHEAST QUARTER OF SECTION 6,
9 TOWNSHIP 31 NORTH, RANGE 4 WEST, M.D.M. & M, BEING MORE
10 PARTICULARLY DESCRIBED AS FOLLOWS:

11 COMMENCING AT THE NORTHWEST CORNER OF LOT 4, BLOCK
12 C AS SHOWN ON THE MAP ENTITLED THE OTTONELLO
13 SUBDIVISION, FILED IN BOOK 6 OF MAPS AT PAGE 24, SHASTA
14 COUNTY RECORDS;

15 THENCE SOUTH 88°48' EAST 13.00 FEET TO THE NORTHERLY
16 RIGHT OF WAY OF HILLTOP AVENUE, ALSO BEING THE
17 NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE
18 GRANT DEED TO KOBRA PROPERTIES, FILED IN BOOK 3298 OF
19 OFFICIAL RECORDS AT PAGE 797, SHASTA COUNTY RECORDS,
20 SAID POINT BEING THE TRUE POINT OF BEGINNING;

21 THENCE ALONG THE NORTHERLY LINE OF SAID LOT 4 SOUTH
22 88°48' EAST 137.00 FEET TO THE NORTHEAST CORNER OF SAID
23 LOT 4; THENCE SOUTH 88°48' EAST 35.56 FEET TO THE
24 NORTHWEST CORNER OF THE LAND DESCRIBED IN THE GRANT
25 DEED TO BURGER KING CORPORATION, FILED IN BOOK 1360 OF
26 OFFICIAL RECORDS AT PAGE 612, SHASTA COUNTY RECORDS,
27 THENCE ALONG THE EAST LINE OF THE ABOVEMENTIONED
28 LANDS SOUTH 00°20'00" WEST 169.71 FEET TO THE NORTH LINE
OF THE RIGHT OF WAY OF CYPRESS AVENUE; THENCE
WESTERLY ALONG SAID RIGHT OF WAY NORTH 89°40'00" WEST
38.13 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK C OF
THE AFOREMENTIONED OTTONELLO SUBDIVISION; THENCE
CONTINUING ALONG SAID RIGHT OF WAY NORTH 89°40'00"
WEST 106.56 FEET TO A TANGENT CURVE TO THE RIGHT WITH A
RADIUS OF 30.00 FEET AND A DELTA OF 90°52'00"; THENCE
ALONG THE ARC A LENGTH OF 47.58 FEET; THENCE
CONTINUING ALONG THE EASTERLY RIGHT OF WAY OF
HILLTOP DRIVE NORTH 1°12'00" EAST 141.89 TO THE TRUE
POINT OF BEGINNING.

APN 107-210-052

EXHIBIT F

(11794 Kobra Collateral)

1
2
3 All of Kobra's right, title and interest in and to (a) the 11794 Kobra
4 Property (as specifically described below), together with all rights,
5 privileges and appurtenances associated therewith and all buildings,
6 fixtures and other improvements now or hereafter located thereon (whether
7 or not affixed to such real estate); (b) all rents, issues, profits, royalties,
8 income and other benefits derived from the 11794 Kobra Property and the
9 11794 Kobra Personal Property (as defined below); all leases or subleases
10 covering the 11794 Kobra Property, the 11794 Kobra Personal Property or
11 any portion thereof now or hereafter existing or entered into (collectively,
12 "11794 Kobra Leases"), including, without limitation, all cash or security
13 deposits, advance rentals and deposits or payments of similar nature and all
14 guaranties relating to the 11794 Kobra Leases; all options to purchase or
15 lease the 11794 Kobra Property, the 11794 Kobra Personal Property or any
16 portion thereof or interest therein, and any greater estate in the 11794 Kobra
17 Property or the 11794 Kobra Personal Property; all interests, estate or other
18 claims, both in law and in equity, with respect to the 11794 Kobra Property
19 and the 11794 Kobra Personal Property; all easements, rights-of-way and
20 rights used in connection therewith or as a means of access thereto, and all
21 tenements, hereditaments and appurtenances thereof and thereto, and all
22 water rights and shares of stock evidencing the same; all land lying within
23 the right-of-way of any street, open or proposed, adjoining the 11794 Kobra
24 Property and any and all sidewalks, alleys and strips and gores of land
25 adjacent to or used in connection with the 11794 Kobra Property; (c) all
26 tangible personal property now or at any time hereafter located on or at the
27 11794 Kobra Property or used in connection therewith, including, without
28 limitation, all machinery, furniture, equipment and inventory (collectively,
the "11794 Kobra Personal Property"); (d) all existing and future accounts,
contract rights, including, without limitation, with respect to equipment
leases, general intangibles, files, books of account, agreements, franchise,
license and/or area development agreements, distributor agreements,
indemnity agreements, permits, licenses and certificates necessary or
desirable in connection with the acquisition, ownership, leasing,
construction, operation, servicing or management of the 11794 Kobra
Property and the 11794 Kobra Personal Property or any portion thereof,
whether now existing or entered into or obtained after the date hereof, all
existing and future names under or by which the 11794 Kobra Property or
the 11794 Kobra Personal Property or any portion thereof may at any time
be operated or known, all rights to carry on business under any such names
or any variant thereof, and all existing and future telephone numbers and
listings, advertising and marketing materials, trademarks and goodwill in
any way relating to the 11794 Kobra Property or the 11794 Kobra Personal
Property or any portion thereof; and (e) all the claims or demands with
respect to the 11794 Kobra Property and the 11794 Kobra Personal
Property or any portion thereof, including, without limitation, claims or
demands with respect to the proceeds of insurance in effect with respect
thereto, claims under any indemnity agreement, including, without
limitation, any indemnity agreement executed for the benefit of the 11794
Kobra Property and the 11794 Kobra Personal Property or any portion
thereof with respect to hazardous materials, and any and all awards made
for the taking by eminent domain, or by any proceeding or purchase in lieu
thereof, of the whole or any part of the 11794 Kobra Property or the 11794

1 Kobra Personal Property, including, without limitation, any awards
2 resulting from a change of grade of streets and awards for severance
3 damages.

4 The 11794 Kobra Property is specifically described as follows:

5 THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF
6 CALIFORNIA, COUNTY OF NEVADA, UNINCORPORATED AREA,
AND IS DESCRIBED AS FOLLOWS:

7 THAT CERTAIN PARCEL OF LAND SITUATED ON THE
8 SOUTHEAST SIDE OF THE GRASS VALLEY NEVADA CITY
9 HIGHWAY IN THE EAST HALF OF SECTION 23, TOWNSHIP 16
NORTH, RANGE 8 EAST, M.D.B. & M., PARTICULARLY
DESCRIBED AS FOLLOWS, TO-WIT:

10 COMMENCING AT A POINT ON THE SOUTHEASTERLY LINE OF
11 THAT CERTAIN PARCEL OF LAND AS CONVEYED BY THAT
12 CERTAIN DEED EXECUTED BY RUTH FLOYD, A WIDOW TO C.H.
13 TRUBSCHENCK, SR., AND J.L. STRICKLAND, DATED AUGUST 21,
14 1946 AND RECORDED IN BOOK 124 OF OFFICIAL RECORDS OF
15 NEVADA COUNTY, PAGE 385, ET SEQ., FROM WHICH THE ONE-
16 QUARTER SECTION CORNER ON THE EAST SIDE OF SAID
17 SECTION 23 BEARS SOUTH 45 DEGREES 10' EAST 456.59 FEET;
18 THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 52
19 DEGREES 58' WEST 160.00 FEET TO THE SOUTHEASTERLY
20 CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY
C.K. TRUBSCHENCK, SR., ET AL, TO WAYNE THORNBERG, ET
UX, IN DEED DATED JANUARY 3, 1948, THENCE RUNNING
ALONG THE NORTHEASTERLY LINE OF SAID THORNBERG
PROPERTY, NORTH 37 DEGREES 01' WEST 207.40 FEET TO A
POINT ON THE SOUTHEASTERLY LINE OF SAID STATE
HIGHWAY; THENCE ALONG SAID SOUTHEASTERLY LINE
NORTH 53 DEGREES 03' EAST 22.13 FEET AND NORTH 52
DEGREES 50' EAST 137.87 FEET; THENCE LEAVING SAID LINE
AND RUNNING SOUTH 37 DEGREES 01' EAST 207.69 FEET TO THE
PLACE OF BEGINNING.

21 EXCEPTING THEREFROM THE MINERAL BELOW 100 FEET OF
22 THE SURFACE AS CONVEYED BY THE DEED DATED SEPTEMBER
23 29, 1937, RECORDED NOVEMBER 1, 1937, IN BOOK 39, OF
OFFICIAL RECORDS, PAGE 230, EXECUTED BY JESSIE HINDS
AND E.G. HINDS, HER HUSBAND TO FRANK FINNEGAN.

24 ALSO EXCEPTING THEREFROM ALL THAT PORTION CONVEYED
25 BY THE DEED DATED OCTOBER 24, 1980, RECORDED
26 NOVEMBER 6, 1980, OFFICIAL RECORDS, DOCUMENT NO. 80-
30894, EXECUTED BY NORTHERN CALIFORNIA FOOD SERVICES,
INC., TO THE COUNTY OF NEVADA.

27 APN: 35-310-10

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT G

(Ten Forward Guarantor Collateral)

All of Alizadeh's right, title and interest in: (a) all types of property included within the term "equipment" as defined by the Uniform Commercial Code (except vehicles, boats and airplanes), including machinery, furniture, appliances, trade fixtures, tools, and office and record keeping equipment; (b) all inventory, including all goods held for sale, raw materials, work in process and materials or supplies used or consumed in Ten Forward's business; (c) all documents; general intangibles; accounts; contract rights; chattel paper and instruments; money; securities; investment properties; deposit accounts; supporting obligations; letters of credit and letter of credit rights; commercial tort claims; and records, software and information contained in computer media (such as data bases, source and object codes and information therein), together with any equipment and software to create, utilize, maintain or process any such records or data on electronic media; (d) any and all plans and specifications, designs, drawings and other matters prepared for any construction on any real property owned by or leased to Ten Forward at the locations described below or regarding any improvements to any of such real property; (e) goodwill; *provided, however*, that the security interest in any franchise, license, or distributorship agreement is subject to the provisions of Section 9-408 of the Uniform Commercial Code; and (f) all replacements and substitutions for, all products, cash and non-cash proceeds (including insurance proceeds and any title and Uniform Commercial Code insurance proceeds) of, any of the foregoing, and, in the case of tangible collateral, together with all additions, attachments, accessions, parts, equipment and repairs now or hereafter attached or affixed thereto or used in connection therewith, in each case, to the extent used in connection with or otherwise relating to the operation of the businesses located at the following described real property located in the State of California (the "Ten Forward Properties"):

Store No.	Address	City	State
1117	7101 Laguna Blvd.	Elk Grove	CA
1152	186 Nut Tree Parkway	Vacaville	CA

1 **EXHIBIT H**

2 **(Ten Forward/Delightful Dining Guarantor Collateral)**

3 All of Alizadeh's right, title and interest in: (a) all types of property
4 included within the term "equipment" as defined by the Uniform
5 Commercial Code (except vehicles, boats and airplanes), including
6 machinery, furniture, appliances, trade fixtures, tools, and office and record
7 keeping equipment; (b) all inventory, including all goods held for sale, raw
8 materials, work in process and materials or supplies used or consumed in
9 Ten Forward's business; (c) all documents; general intangibles; accounts;
10 contract rights; chattel paper and instruments; money; securities;
11 investment properties; deposit accounts; supporting obligations; letters of
12 credit and letter of credit rights; commercial tort claims; and records,
13 software and information contained in computer media (such as data bases,
14 source and object codes and information therein), together with any
15 equipment and software to create, utilize, maintain or process any such
16 records or data on electronic media; (d) any and all plans and specifications,
17 designs, drawings and other matters prepared for any construction on any
18 real property owned by or leased to Ten Forward at the Ten Forward
19 Properties or regarding any improvements to any of such real property;
20 (e) goodwill; *provided, however*, that the security interest in any franchise,
21 license, or distributorship agreement is subject to the provisions of Section
22 9-408 of the Uniform Commercial Code; and (f) all replacements and
23 substitutions for, all products, cash and non-cash proceeds (including
24 insurance proceeds and any title and Uniform Commercial Code insurance
25 proceeds) of, any of the foregoing, and, in the case of tangible collateral,
26 together with all additions, attachments, accessions, parts, equipment and
27 repairs now or hereafter attached or affixed thereto or used in connection
28 therewith, in each case, to the extent used in connection with or otherwise
relating to the operation of the businesses located at the Ten Forward
Properties.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT I

(TGIA Guarantor Collateral)

All of Alizadeh's right, title and interest in: (a) all types of property included within the term "equipment" as defined by the Uniform Commercial Code (except vehicles, boats and airplanes), including machinery, furniture, appliances, trade fixtures, tools, and office and record keeping equipment; (b) all inventory, including all goods held for sale, raw materials, work in process and materials or supplies used or consumed in TGIA's business; (c) all documents; general intangibles; accounts; contract rights; chattel paper and instruments; money; securities; investment properties; deposit accounts; supporting obligations; letters of credit and letter of credit rights; commercial tort claims; and records, software and information contained in computer media (such as data bases, source and object codes and information therein), together with any equipment and software to create, utilize, maintain or process any such records or data on electronic media; (d) any and all plans and specifications, designs, drawings and other matters prepared for any construction on any real property owned by or leased to TGIA at the TGIA Properties or regarding any improvements to any of such real property; (e) goodwill; *provided, however,* that the security interest in any franchise, license, or distributorship agreement is subject to the provisions of Section 9-408 of the Uniform Commercial Code; and (f) all replacements and substitutions for, all products, cash and non-cash proceeds (including insurance proceeds and any title and Uniform Commercial Code insurance proceeds) of, any of the foregoing, and, in the case of tangible collateral, together with all additions, attachments, accessions, parts, equipment and repairs now or hereafter attached or affixed thereto or used in connection therewith, in each case, to the extent used in connection with or otherwise relating to the operation of the businesses located at the TGIA Properties.