

1 WHEN RECORDED RETURN TO:
 2 Saied Kashani, SBN 144805
 3 800 West 1st Street Suite 400
 4 Los Angeles, California 90012
 5 tel. (213) 625 4320
 6 saiedkashani@gmail.com
 7
 8 Attorney for Kobra Restaurant
 9 Properties LLC

8 **APN 107-210-052 SHASTA COUNTY**

9 **APN 035-310-010 NEVADA COUNTY**

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

13 GENERAL ELECTRIC CAPITAL
 14 CORPORATION; CEF FUNDING II,
 15 L.L.C. and CEF FUNDING V, LLC,
 16
 17 Plaintiffs,
 18 v.
 19 TEN FORWARD DINING, INC.;
 20 DELIGHTFUL DINING, INC.; TGIA
 21 RESTAURANTS, INC.; KOBRA
 22 RESTAURANT PROPERTIES, L.L.C.;
 23 et al,
 24
 25 Defendants.

Case No. 2:09-cv-03296 JAM
 EC
 Assigned to Judge:
 Hon. John A. Mendez, Ctrm 6
 Assigned to Magistrate:
 Hon. Allison Claire, Ctrm 26

**ORDER ON STIPULATION TO ALLOW
 REFINANCE AND PAYOFF OF GE LOAN**

28

1 guaranties relating to the 11726 Kobra Leases; all options to purchase or
2 lease the 11726 Kobra Property, the 11726 Kobra Personal Property or any
3 portion thereof or interest therein, and any greater estate in the 11726 Kobra
4 Property or the 11726 Kobra Personal Property; all interests, estate or other
5 claims, both in law and in equity, with respect to the 11726 Kobra Property
6 and the 11726 Kobra Personal Property; all easements, rights-of-way and
7 rights used in connection therewith or as a means of access thereto, and all
8 tenements, hereditaments and appurtenances thereof and thereto, and all
9 water rights and shares of stock evidencing the same; all land lying within
10 the right-of-way of any street, open or proposed, adjoining the 11726 Kobra
11 Property and any and all sidewalks, alleys and strips and gores of land
12 adjacent to or used in connection with the 11726 Kobra Property; (c) all
13 tangible personal property now or at any time hereafter located on or at the
14 11726 Kobra Property or used in connection therewith, including, without
15 limitation, all machinery, furniture, equipment and inventory (collectively,
16 the "11726 Kobra Personal Property"); (d) all existing and future accounts,
17 contract rights, including, without limitation, with respect to equipment
18 leases, general intangibles, files, books of account, agreements, franchise,
19 license and/or area development agreements, distributor agreements,
20 indemnity agreements, permits, licenses and certificates necessary or
21 desirable in connection with the acquisition, ownership, leasing,
22 construction, operation, servicing or management of the 11726 Kobra
23 Property and the 11726 Kobra Personal Property or any portion thereof,
24 whether now existing or entered into or obtained after the date hereof, all
25 existing and future names under or by which the 11726 Kobra Property or
26 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
Kobra Personal Property, including, without limitation, any awards
resulting from a change of grade of streets and awards for severance
damages.

27 The 11726 Kobra Property is specifically described as follows:
28

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

7 COMMENCING AT THE NORTHWEST CORNER OF LOT 4, BLOCK
8 C AS SHOWN ON THE MAP ENTITLED THE OTTONELLO
9 SUBDIVISION, FILED IN BOOK 6 OF MAPS AT PAGE 24, SHASTA
10 COUNTY RECORDS;

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

17 THENCE ALONG THE NORTHERLY LINE OF SAID LOT 4 SOUTH
18 88°48' EAST 137.00 FEET TO THE NORTHEAST CORNER OF SAID
19 LOT 4; THENCE SOUTH 88°48' EAST 35.56 FEET TO THE
20 NORTHWEST CORNER OF THE LAND DESCRIBED IN THE GRANT
21 DEED TO BURGER KING CORPORATION, FILED IN BOOK 1360 OF
22 OFFICIAL RECORDS AT PAGE 612, SHASTA COUNTY RECORDS,
23 THENCE ALONG THE EAST LINE OF THE ABOVEMENTIONED
24 LANDS SOUTH 00°20'00" WEST 169.71 FEET TO THE NORTH LINE
25 OF THE RIGHT OF WAY OF CYPRESS AVENUE; THENCE
26 WESTERLY ALONG SAID RIGHT OF WAY NORTH 89°40'00" WEST
27 38.13 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK C OF
28 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

and

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EXHIBIT F

(11794 Kobra Collateral)

All of Kobra's right, title and interest in and to (a) the 11794 Kobra Property (as specifically described below), together with all rights, privileges and appurtenances associated therewith and all buildings, fixtures and other improvements now or hereafter located thereon (whether or not affixed to such real estate); (b) all rents, issues, profits, royalties, income and other benefits derived from the 11794 Kobra Property and the 11794 Kobra Personal Property (as defined below); all leases or subleases covering the 11794 Kobra Property, the 11794 Kobra Personal Property or any portion thereof now or hereafter existing or entered into (collectively, "11794 Kobra Leases"), including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature and all guaranties relating to the 11794 Kobra Leases; all options to purchase or lease the 11794 Kobra Property, the 11794 Kobra Personal Property or any portion thereof or interest therein, and any greater estate in the 11794 Kobra Property or the 11794 Kobra Personal Property; all interests, estate or other claims, both in law and in equity, with respect to the 11794 Kobra Property and the 11794 Kobra Personal Property; all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same; all land lying within the right-of-way of any street, open or proposed, adjoining the 11794 Kobra Property and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the 11794 Kobra Property; (c) all tangible personal property now or at any time hereafter located on or at the 11794 Kobra Property or used in connection therewith, including, without 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, including, without limitation, claims or demands with respect to the proceeds of insurance in effect with respect

1 thereto, claims under any indemnity agreement, including, without
2 limitation, any indemnity agreement executed for the benefit of the 11794
3 Kobra Property and the 11794 Kobra Personal Property or any portion
4 thereof with respect to hazardous materials, and any and all awards made
5 for the taking by eminent domain, or by any proceeding or purchase in lieu
6 thereof, of the whole or any part of the 11794 Kobra Property or the 11794
7 Kobra Personal Property, including, without limitation, any awards
8 resulting from a change of grade of streets and awards for severance
9 damages.

10 The 11794 Kobra Property is specifically described as follows:

11 THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF
12 CALIFORNIA, COUNTY OF NEVADA, UNINCORPORATED AREA,
13 AND IS DESCRIBED AS FOLLOWS:

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

19 COMMENCING AT A POINT ON THE SOUTHEASTERLY LINE OF
20 THAT CERTAIN PARCEL OF LAND AS CONVEYED BY THAT
21 CERTAIN DEED EXECUTED BY RUTH FLOYD, A WIDOW TO C.H.
22 TRUBSCHENCK, SR., AND J.L. STRICKLAND, DATED AUGUST 21,
23 1946 AND RECORDED IN BOOK 124 OF OFFICIAL RECORDS OF
24 NEVADA COUNTY, PAGE 385, ET SEQ., FROM WHICH THE ONE-
25 QUARTER SECTION CORNER ON THE EAST SIDE OF SAID
26 SECTION 23 BEARS SOUTH 45 DEGREES 10' EAST 456.59 FEET;
27 THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 52
28 DEGREES 58' WEST 160.00 FEET TO THE SOUTHEASTERLY
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.

1 EXCEPTING THEREFROM THE MINERAL BELOW 100 FEET OF
2 THE SURFACE AS CONVEYED BY THE DEED DATED SEPTEMBER
3 29, 1937, RECORDED NOVEMBER 1, 1937, IN BOOK 39, OF
4 OFFICIAL RECORDS, PAGE 230, EXECUTED BY JESSIE HINDS
AND E.G. HINDS, HER HUSBAND TO FRANK FINNEGAN.

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

8 ~~APN:~~ 35-310-10

- 20 -

200.00.01206.1

9 3. Upon full payoff of Loan No. 000428133 f/k/a 11726 and
10 000428148 f/k/a 11794 in accordance with the lenders' payoff
11 demands, the "ORDER ON PLAINTIFF'S MOTION FOR APPOINTMENT OF A
12 POST-JUDGMENT RECEIVER TO MANAGE, MAINTAIN AND SELL" shall be
13 deemed to be and is expunged from the County Record for both
14 properties described above.

15 4. Upon full payoff of Loan No. 000428133 f/k/a 11726 and
16 000428148 f/k/a 11794, this Order may be recorded in the
17 Official Records of Shasta County and Nevada County to register
18 (a) removal of both properties described above from the
19 "Collateral" of the "ORDER ON PLAINTIFF'S MOTION FOR APPOINTMENT
20 OF A POST-JUDGMENT RECEIVER TO MANAGE, MAINTAIN AND SELL" and
21 (b) to register expungement of the "ORDER ON PLAINTIFF'S MOTION
22 FOR APPOINTMENT OF A POST-JUDGMENT RECEIVER TO MANAGE, MAINTAIN
23 AND SELL" from the record of both properties.

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25 DATED: 1/30/2014

/s/ John A. Mendez_____
UNITED STATES DISTRICT COURT JUDGE

26 Submitted by:

27 Saied Kashani Jan. 30, 2014

28 Saied Kashani

Attorney for KRP