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INSURANCE COMMISSIONER OF THE STATE OF CALIFORNIA

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**

14 INSURANCE COMMISSIONER OF THE
STATE OF CALIFORNIA,

15 Applicant,

16 v.

17 GOLDEN STATE MUTUAL LIFE
18 INSURANCE COMPANY, a California
corporation,

19 Respondent.

Case No. BS123005

The Hon. Joanne O'Donnell,
Dept. 86

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
FOURTH APPLICATION FOR ORDER
AUTHORIZING LIQUIDATOR TO SELL
REAL PROPERTY LOCATED AT 8237-
8247 SOUTH STATE STREET, CITY OF
CHICAGO, ILLINOIS; AND
DECLARATIONS THERETO**

[Filed concurrently with Notice of Application,
Proposed Order and Proof of Service]

Date: August 28, 2015
Time: 9:30 a.m.
Dept: 86

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4828-5430-9414.1

MEMORANDUM IN SUPPORT OF FOURTH APPLICATION FOR ORDER AUTHORIZING LIQUIDATOR TO
SELL REAL PROPERTY; AND DECLARATIONS

1 **I. INTRODUCTION.**

2 This Application seeks the Court's approval for the Insurance Commissioner of the State
3 of California in his official statutory capacity as Liquidator ("Liquidator") of Golden State Mutual
4 Life Insurance Company ("Golden State") to sell the real property, owned by Golden State,
5 located at 8237-8247 South State Street in Chicago, Illinois 60619 [APN: 20-34-118-013, 014,
6 015, 016] (the "Property"), to M.Y. Management Inc. ("MYM"), pursuant to the terms of the Back
7 Up Contract To Real Estate Purchase Agreement Subject To Liquidation Court Confirmation
8 ("Back Up Contract") between the Liquidator and MYM. The Back Up Contract is attached
9 hereto as Exhibit 2.

10 The Back Up Contract was entered into as a precaution to sell the Property because the
11 currently Court approved purchaser of the Property, Goshen Seventh-Day Adventists ("Goshen"),
12 failed to close the purchase of the Property by May 6, 2015, per the terms of the Purchase
13 Agreement with Goshen, and then was given an extension to July 31, 2015, to close the purchase
14 of the Property. In the event Goshen does not close the purchase of the Property by July 31, 2015,
15 then the Purchase Agreement with Goshen will be expired by its own terms and by this
16 Application the Liquidator will seek Court approval of the sale of the Property to back-up
17 purchaser MYM.

18 Court approval of the sale of the Property to MYM should be granted for the following
19 reasons:

20 1. The two prior purchasers, Clementina Solola and Learn Together Grow Together,
21 approved by the Court on November 30, 2011 and June 18, 2014, respectively, both terminated
22 their purchases of the Property due to unanticipated defective conditions at the Property.

23 2. If this Application proceeds to hearing, then it means that Goshen has failed to
24 close the purchase of the Property by the extension deadline of July 31, 2015, and the Purchase
25 Agreement with Goshen has expired by its own terms.

26 3. The sale price of \$130,000 as stated in the Back Up Contract is the reasonable fair
27 market value for the Property in its current "as is" damaged and vandalized condition. Although
28 Goshen was approved to purchase the Property for \$150,000, by this Application proceeding to

1 hearing it means that Goshen did not pay the \$150,000 purchase price.

2 4. Golden State has previously received \$73,355.53 in insurance proceeds from the
3 Property's insurer as compensation for the vandalism damages.

4 5. The sale price of \$130,000 plus the \$73,355.53 in insurance proceeds totals
5 \$203,355.53, which the Liquidator believes is the fair market value for the Property, in its pre-
6 restoration condition, voiding the costs of re-construction, continuing maintenance and other
7 holding expenses for the Property.

8 6. MYM is a third party purchaser not related to the Liquidator or to any person
9 involved in Golden State's liquidation.

10 7. The Property was used for Golden State's district office in the City of Chicago, has
11 been vacant since October 2010 and has been listed for sale for over four years since October 15,
12 2010.

13 8. The sale of the Property stops the further expenditure of Golden State's limited
14 assets on property maintenance expenses including maintenance, insurance, property taxes and
15 other costs associated with ownership and maintenance of the Property.

16 9. The sale is consistent with the Liquidator's duty to marshal and monetize Golden
17 State's remaining assets for distribution to creditors, and is consistent with the Liquidator's
18 authority and discretion under the Court's Order Appointing Liquidator, the Insurance Code and
19 case law.

20 **II. FACTUAL BACKGROUND.**

21 **A. Liquidation Order.**

22 On January 28, 2011, this Court terminated the Insurance Commissioner's status as Golden
23 State's Conservator, and ordered and appointed the Insurance Commissioner to serve as Golden
24 State's Liquidator. [Declaration of Scott Pearce ("Pearce Dec."), ¶¶ 6-7; and Order Appointing
25 Liquidator, ¶¶ 1, 2, Exhibit 1.] The Order Appointing Liquidator directs the Liquidator to
26 liquidate and wind up the business of Golden State, and to sell, transfer or otherwise dispose of
27 Golden State's property at its reasonable market value; provided, however, Court approval is
28 required for sales where the market value of the property involved exceeds \$20,000. [Order

Appointing Liquidator, ¶ 8, attached hereto as Exhibit 1; see also Insurance Code § 1037(d).]

B. Golden State's assets to be liquidated.

Currently there are two categories of Golden State's assets to be liquidated by the Liquidator: (1) real estate valued at approximately \$150,000, and (2) artwork commonly known as Golden State's Art Collection whose value is estimated to be at least \$40,000. In addition, Golden State's assets include remaining cash investments and investment income valued at \$226,607 as of December 31, 2014. The three assets total the \$416,607 reflected as Golden State's remaining assets. The Art Collection is under contract for sale to the Los Angeles County Arts Commission for a purchase price of \$65,000, and that contract is scheduled for a hearing requesting Court approval of the contract and sale on August 28, 2015. [Pearce Dec., ¶ 8.]

C. Purchase Agreement for the Property.

On or about October 15, 2010, Golden State, through real estate turnaround company Kane Corporation ("Kane"), commenced marketing the Property by listing it with Sheila Wilkinson-Sanders of Supreme Manor Real Estate Services, a licensed realtor in Chicago, Illinois, who has expertise in the Chicago sub-market of Hyde Park where the Property is located. The initial listing price recommended by the broker in 2010 was \$425,000. [Declaration of Peter C. Kane ("Kane Dec."), ¶ 7.]

Over the last four years, the Property had many showings and generated nine (9) offers to purchase ranging from \$130,000 to \$305,000. However, the Property has been difficult to sell. By Order dated November 30, 2011, Judge Ann L. Jones previously approved the sale of the Property to Clementina Solola ("Solola") for \$305,000. [Order, Exhibit 3.] However, that proposed sale was terminated by Solola after Court approval because Solola discovered that there was an open environmental contamination incident on the adjacent property owned by Shell Oil. Shell Oil has now sold their property to True North Energy, LLC ("True North"), which as a condition of that sale required True North to remediate the Shell Oil property. In October 2012, True North was issued a "No Further Remediation Letter" from the Illinois Environmental Protection Agency, stating that all statutory and regulatory corrective actions requirements applicable to the occurrence have been complied with, all corrective actions concerning the

1 remediation of the occurrence had been completed, and no further action concerning the
2 occurrence is necessary. [Pearce Dec., ¶¶ 9-10.]

3 Similarly, by Order dated June 18, 2014, Judge Joanne O'Donnell also previously
4 approved the sale of the Property to Learn Together Grow Together ("LTGT") for \$190,000.
5 [Order, Exhibit 4.] However, that proposed sale was terminated by LTGT after Court approval
6 because LTGT discovered unanticipated defective conditions at the Property. [Pearce Dec., ¶ 11.]

7 Most recently, by Order dated March 25, 2015, Judge Joanne O'Donnell approved the sale
8 of the Property to Goshen for \$150,000. [Order, Exhibit 5.] However, if this Application
9 proceeds to hearing it means that the proposed sale to Goshen also was terminated after Court
10 approval because Goshen failed to close the purchase of the Property by the extended July 31,
11 2015 closing date. [Pearce Dec., ¶ 12.]

12 As a precaution to sell the Property, the Liquidator entered into the Back Up Contract
13 providing for MYM to purchase the Property for \$130,000. As part of the current sale of the
14 Property to MYM, MYM has agreed to accept the Property "AS-IS" with all defective conditions
15 at the Property. MYM is a third party purchaser not related to the Liquidator or to any other
16 person involved in Golden State's liquidation. [Pearce Dec., ¶¶ 13-14.]

17 **D. Market Value of the Property.**

18 The sale price of \$130,000 for the Property is the reasonable fair market value for the
19 Property in its current "as-is" damaged and vandalized condition, as established in the
20 Declarations of Scott Pearce and Peter C. Kane attached hereto. [Pearce Dec., ¶¶ 15-19; Kane
21 Dec., ¶¶ 9-11.]

22 Severe weather in Chicago over the past four years has taken a damaging toll on the
23 Property. Heavy rains, high winds, extreme cold and extreme heat have damaged both the exterior
24 and interior of the Property. Additionally, in July, 2013, the Property was broken into, vandalized
25 and further damaged. A post damage assessment by Golden State's insurance company estimated
26 that to bring the Property back to its "original or similar" condition, it would cost approximately
27 \$62,555.53 ~ ACV, plus the cost to replace the HVAC system and the street facing fence of
28 \$10,800.00 ~ ACV. Based upon this assessment, the Liquidator accepted and received an

1 insurance settlement of \$73,355.53 from Golden State's insurance company for the Property's
2 damages. [Pearce Dec., ¶ 17; Kane Dec., ¶ 9.]

3 The sale price of \$130,000 plus the \$73,355.53 in insurance proceeds totals \$203,355.53,
4 which the Liquidator believes is the fair market value for the Property, in its pre-restoration
5 condition, avoiding the costs of re-construction, continuing maintenance and other holding
6 expenses for the Property. [Pearce Dec., ¶ 18; and Kane Dec. ¶ 10.]

7 After taking into account the amount of time the Property has remained on the open
8 market, the current condition of the Property (physically damaged and vandalized) and the
9 continuing costs of holding the Property, the sale price of \$130,000 in its "as-is" condition is the
10 reasonable fair market value for the Property. [Pearce Dec., ¶¶ 15-19; Kane Dec. ¶¶ 9-11.]

11 **E. Notice of this Application.**

12 The Liquidator is not aware of any persons or entities that may be adversely affected by
13 this application. Nonetheless, the Liquidator has provided written notice of this application to all
14 persons who have routinely been provided notice of the Liquidator's Court applications. Such
15 persons include Golden State's Certificate of Contribution holders, The National Organization of
16 Life and Health Insurance Guaranty Associations and its attorneys, the Pension Benefit Guaranty
17 Corporation and Pitney Bowes, Inc. The above described persons and entities are listed on the
18 Proof of Service filed concurrently herewith. [Declaration of Michael R. Weiss ("Weiss Dec."), ¶
19 3; and Proof of Service.]

20 **III. ARGUMENT**

21 There is good cause for the Court to authorize the sale of the Property to MYM.

22 **A. The Sale Is Consistent With The Liquidator's Authority Set Forth In The**
23 **Order Of Liquidation.**

24 The Order Appointing Liquidator directs the Liquidator to liquidate and wind up the
25 business of Golden State, and to sell, transfer or otherwise dispose of Golden State's property at
26 its reasonable market value with Court approval. [Order Appointing Liquidator, ¶¶ 1, 2 and 8,
27 Exhibit 1; see also Insurance Code § 1037(d).]

28 Here, the sale of the Property is rational, geared toward maximizing Golden State's

liquidation estate value and in the best interests of Golden State's policyholders and creditors because:

1. The sale price of \$130,000 for the Property in its "as is" condition is the reasonable fair market value for the Property. As established in the Declaration of Peter Kane, on or about October 15, 2010, Golden State, through Kane, commenced marketing the Property by listing it with Sheila Wilkinson-Sanders of Supreme Manor Real Estate Services, a licensed realtor in Chicago, Illinois, who has expertise in the Chicago sub-market of Hyde Park where the Property is located. The initial listing price recommended by the broker in 2010 was \$425,000. [Pearce Dec., ¶¶ 15-19; Kane Dec. ¶¶ 7-11.]

2. Over the last four years, the Property had many showings and generated nine (9) offers to purchase ranging from \$130,000 to \$305,000. [Pearce Dec., ¶ 9; Kane Dec. ¶ 8.]

3. By Orders dated November 30, 2011, June 18, 2014 and March 25, 2015, the Court approved three proposed sales of the Property, but the first two proposed sales failed to close and were terminated, and if this Application proceeds to hearing, then it means that the third proposed sale to Goshen also failed to close and was terminated. [Pearce Dec., ¶¶ 10-12]

4. MYM's purchase of the Property is in its "as-is" condition. [Pearce Dec., ¶ 13.]

5. The sale price of \$130,000 plus the \$73,355.53 in insurance proceeds totals \$203,355.53, which the Liquidator believes is the fair market value for the Property, in its pre-restoration condition, avoiding the costs of re-construction, continuing maintenance and other holding expenses for the Property. [Pearce Dec., ¶¶ 17-18; Kane Dec., ¶¶ 9-11.]

6. After taking into account the amount of time the Property has remained on the open market, the current condition of the Property (physically damaged and vandalized) and the continuing costs of holding the Property, the sale price of \$130,000 in its "as-is" condition is the reasonable fair market value for the Property. [Pearce Dec., ¶¶ 15-19; Kane Dec. ¶¶ 7-11.]

7. MYM is a third party purchaser not related to the Liquidator or to any other person involved in Golden State's liquidation. [Pearce Dec., ¶ 14.]

8. The Property was used for Golden State's district office in the City of Chicago and has been listed for sale for four years since October 15, 2010. [Pearce Dec., ¶ 16.]

1 9. The sale of the Property stops the further expenditure of Golden State's limited
2 assets on property maintenance expenses including maintenance, insurance, property taxes and
3 any other costs associated with maintaining the Property, which have been averaging \$24,000
4 annually. Currently, the Property continues to incur such monthly costs at the expense of the
5 liquidation estate. Stopping such expenditure, in light of Golden State's liquidation and limited
6 assets, is reasonable and in the best interests of Golden State's creditors. [Pearce Dec., ¶ 19.]

7 **B. The Sale Is Consistent With The Liquidator's Authorities And Discretion**
8 **Under The Court's Order Of Liquidation, The Insurance Code And Case Law**
9 **– All Of Which Grant Broad Powers To The Insurance Commissioner As**
10 **Liquidator Of Insurance Companies.**

11 First, pursuant to the Order of Liquidation, the Liquidator is "authorized ... to do such
12 other acts as are necessary or expedient to collect, conserve, protect and/or liquidate Golden
13 State's assets, property and business." [Order Appointing Liquidator, ¶ 5, Exhibit 1.]

14 Second, Insurance Code § 1037, entitled "Powers of commissioner as conservator or
15 liquidator," provides broad powers to the Insurance Commissioner as conservator and liquidator of
16 insurance companies and authorizes the Liquidator to sell and dispose of Golden State's property.
17 Section 1037 states in pertinent part:

18 Upon taking possession of the property and business of any person in any
19 proceeding under this article, the commissioner, exclusively and except as
20 otherwise expressly provided by this article, either as conservator or liquidator:

21 (a) [Conservation of assets; conduct of business.] Shall have authority to
22 collect all moneys due that person, and to do such other acts as are necessary or
23 expedient to collect, conserve, or protect its assets, property, and business, and to
24 carry on and conduct the business and affairs of that person or so much thereof as
25 to him or her may seem appropriate.

26
27 (d) [Acquisition and disposition of property.] Shall have authority without
28 notice, to acquire, hypothecate, encumber, lease, improve, sell, transfer, abandon,
or otherwise dispose of or deal with, any real or personal property of that person at
its reasonable market value, or, in cases other than acquisition, sale, or transfer on
the basis of reasonable market value, upon such terms and conditions as the
commissioner may deem proper. However, no transaction involving real or
personal property shall be made where the market value of the property involved
exceeds the sum of twenty thousand dollars (\$20,000) without first obtaining

1 permission of the court, and then only in accordance with any terms that court may
2 prescribe.

3 . . .
4 [General powers.] The enumeration, in this article, of the duties, powers
5 and authority of the commissioner in proceedings under this article shall not be
6 construed as a limitation upon the commissioner, nor shall it exclude in any manner
7 his or her right to perform and to do such other acts not herein specifically
8 enumerated, or otherwise provided for, which the commissioner may deem
9 necessary or expedient for the accomplishment or in aid of the purpose of such
10 proceedings.

11 Third, California case law supports the broad grant of powers accorded the Insurance
12 Commissioner to transfer assets when he is conserving, rehabilitating, and/or liquidating insurance
13 companies. For instance, in *In Re Executive Life Insurance Company* (1995) 32 Cal.App.4th 344,
14 the Court of Appeal stated that:

15 The Commissioner is an officer of the state (*Caminetti v. Pac.*
16 *Mutual L. Ins. Co.* (1943) 22 Cal.2d 344, 354 [139 P.2d 908]) who, when he
17 or she is a conservator, exercises the state's police power to carry forward
18 the public interest and to protect policyholders and creditors of the insolvent
19 insurer. (*Carpenter v. Pacific Mut. Life Ins. Co.* (1937) 10 Cal.2d 307,
330-331 [74 P.2d 761].)

20 In exercising this power, the Commissioner is vested with broad discretion.
21 (*Commercial Nat. Bank v. Superior Court* [(1993)] 14 Cal.App.4th [393] at p. 402.)
22 This discretion is subject to statutory limitations (see *id.* at p. 409) and the
23 requirement that the exercise of discretion be neither arbitrary nor improperly
24 discriminatory. (*Carpenter v. Pacific Mut. Life Ins. Co.*, *supra*, 10 Cal.2d at p. 329.)
25 The Commissioner as conservator of the insolvent insurer is also a trustee for the
26 benefit of all creditors and other persons interested in the insolvency estate.
27 ([Insurance Code] ' 1057.)

28 [*In Re Executive Life*, *supra*, at p. 356.]

The Court concluded that:

. . . The trial court reviews the Commissioner's actions under the abuse of
discretion standard. (*Commercial Nat. Bank v. Superior Court*, *supra*, 14
Cal.App.4th 393, 398): was the action arbitrary, i.e. unsupported by a rational basis,
or is it contrary to specific statute, a breach of the fiduciary duty of the conservator
as trustee, or improperly discriminatory?

[*In Re Executive Life*, *supra*, at p. 358.]

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1 **IV. CONCLUSION**

2 In sum, there is good cause for the Court to grant this Application. Accordingly, the
3 Liquidator requests that the Court grant this Application and issue the following orders:

4 1. An Order authorizing the Liquidator to sell the Property to M.Y. Management Inc.
5 pursuant to the terms of the Back Up Contract; and

6 2. An Order authorizing the Liquidator to take any and all actions necessary to
7 accomplish the purposes of the requested Order.

8 DATE: July 22, 2015

KAMALA D. HARRIS

Attorney General of California

DIANE S. SHAW

Supervising Deputy Attorney General

LISA W. CHAO

Deputy Attorney General

LEWIS BRISBOIS BISGAARD & SMITH LLP

13
14 By: 

MICHAEL R. WEISS

Attorneys for Applicant

INSURANCE COMMISSIONER

OF THE STATE OF CALIFORNIA

DECLARATION

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1 and remains insolvent in that, as of September 30, 2010, Golden State's estimated liabilities of
2 \$9,291,895 exceeded its estimated remaining assets of \$5,721,154 by over \$3.5 million
3 (\$5,721,154 in assets - \$9,291,895 in liabilities = -\$3,570,741). Attached hereto and incorporated
4 herein as Exhibit 1 is a true and correct copy of the Court's Order Appointing Liquidator. The
5 Order Appointing Liquidator directs the Liquidator to liquidate and wind up the business of
6 Golden State.

7 **Golden State's Assets Currently to be Liquidated.**

8 8. Currently there are two categories of Golden State's assets to be liquidated by the
9 Liquidator: (1) real estate valued at approximately \$150,000, and (2) artwork commonly known
10 as Golden State's Art Collection whose value is estimated to be at least \$40,000. In addition,
11 Golden State's assets include remaining cash investments and investment income valued at
12 \$226,607 as of December 31, 2014. The three assets total the \$416,607 reflected as Golden
13 State's remaining assets. The Art Collection is under contract for sale to the Los Angeles County
14 Arts Commission for a purchase price of \$65,000, and that contract is scheduled for a hearing
15 requesting Court approval of the contract and sale on August 28, 2015.

16 **Prior Court Approval of the Sale of the Property.**

17 9. Over the last four years, the Property had many showings and generated nine (9)
18 offers to purchase ranging from \$130,000 to \$305,000. However, the Property has been difficult
19 to sell.

20 10. By Order dated November 30, 2011, Judge Ann I. Jones previously approved the
21 sale of the Property to Clementina Solola for \$305,000. A true and correct copy of the Order is
22 attached hereto and incorporated herein as Exhibit 3. However, that proposed sale was terminated
23 by Solola after Court approval because Solola discovered that there was an open environmental
24 contamination incident on the adjacent property owned by Shell Oil. Shell Oil has now sold their
25 property to True North Energy, LLC ("True North"), which as a condition of that sale required
26 True North to remediate the Shell Oil property. In October 2012, True North was issued a "No
27 Further Remediation Letter" from the Illinois Environmental Protection Agency, stating that all
28 statutory and regulatory corrective actions requirements applicable to the occurrence have been

4828-5430-9414.1

1 complied with, all corrective actions concerning the remediation of the occurrence had been
2 completed, and no further action concerning the occurrence is necessary.

3 11. Similarly, by Order dated June 18, 2014, Judge Joanne O'Donnell also previously
4 approved the sale of the Property to Learn Together Grow Together ("LTGT") for \$190,000. A
5 true and correct copy of the Order is attached hereto and incorporated herein as Exhibit 4.
6 However, that proposed sale was terminated by LTGT after Court approval because LTGT
7 discovered unanticipated defective conditions at the Property.

8 12. Most recently, by Order dated March 25, 2015, Judge Joanne O'Donnell approved
9 the sale of the Property to Goshen for \$150,000. A true and correct copy of the Order is attached
10 hereto and incorporated herein as Exhibit 5. However, if this Application proceeds to hearing it
11 means that the proposed sale to Goshen also was terminated after Court approval because Goshen
12 failed to close the purchase of the Property by the extended July 31, 2015 closing date.

13 **Purchase Agreement for Property.**

14 13. As a precaution to sell the Property, on July 17, 2015, the Liquidator on behalf of
15 Golden State entered into a Back Up Contract To Real Estate Purchase Agreement Subject To
16 Liquidation Court Confirmation ("Back Up Contract"), with M.Y. Management Inc. ("MYM"),
17 for the "as-is" sale of the Property at the sales price of \$130,000 with all defective conditions. A
18 true and correct copy of the Back Up Contract is attached hereto and incorporated herein as
19 Exhibit 2.

20 14. MYM is a third party purchaser not related to the Liquidator or to any other person
21 involved in Golden State's liquidation.

22 **Market Value of the Property.**

23 15. Based on my involvement in the sale of the Property and my understanding of the
24 sale efforts and information regarding the Property, after taking into account the amount of time
25 the Property remained on the open market, the current condition of the Property (physically
26 damaged and vandalized), and the continuing cost to hold the Property, the back-up sale price of
27 \$130,000 in its "as is" condition is the reasonable fair market value for the Property.

28 16. The Property was used for Golden State's district office in the City of Chicago, has

4828-5430-9414.1

1 been vacant since October, 2010 and has been listed for sale for over four years since October 15,
2 2010.

3 17. Severe weather in Chicago over the past four years has taken a damaging toll on the
4 Property. Heavy rains, high winds, extreme cold and extreme heat have damaged both the exterior
5 and interior of the Property. Additionally, in July, 2013, the Property was broken into, vandalized
6 and further damaged. A post damage assessment by Golden State's insurance company estimated
7 that to bring the Property back to its "original or similar" condition, it would cost approximately
8 \$62,555.53 ~ ACV, plus the cost to replace the HVAC system and the street facing fence of
9 \$10,800.00 ~ ACV. Based upon this assessment, the Liquidator accepted and received an
10 insurance settlement of \$73,355.53 from Golden State's insurance company for the Property's
11 damages.

12 18. The sale price of \$130,000 plus the \$73,355.53 in insurance proceeds totals
13 \$203,355.53, which the Liquidator believes is the fair market value for the Property, in its pre-
14 restoration condition, avoiding the costs of re-construction, continuing maintenance and other
15 holding expenses for the Property.

16 19. The sale of the Property stops the further expenditure of Golden State's limited
17 assets on property maintenance expenses including maintenance, insurance, property taxes and
18 any other costs associated with maintaining the Property. Currently, the Property continues to
19 incur such monthly costs at the expense of the liquidation estate. Stopping such expenditure, in
20 light of Golden State's liquidation and limited assets, is reasonable and in the best interests of
21 Golden State's creditors.

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct.

24 Executed on this 17 day of July, 2015, at San Francisco, California.

25
26
27
28

SCOTT PEARCE

DECLARATION

DECLARATION OF PETER C. KANE

I, Peter C. Kane, declare as follows:

1. I have personal knowledge of the facts and circumstances set forth in this declaration, and if called upon to do so, I could and would competently testify thereto.

2. I am a real estate consultant and have been actively engaged in the real estate and real estate "turnaround" profession since 1984. I am the chief executive officer of Kane Corporation. Kane Corporation ("Kane") is a real estate "turnaround" firm specializing in solving complex operational, financial, structural, and managerial problems for some of the largest problematic real estate portfolios in the United States. Kane has provided asset analysis, acquisition management, capital enhancement, debt/equity structuring, valuation, disposition, and consultation services for a variety of clients, including without limitation life, title, property and casualty insurance companies; savings, community, regional and national banks; state and federal regulatory authorities; Fortune 500 companies; public accounting firms; attorneys; real estate service companies; and private investors.

3. I have been a licensed real estate professional since 1980, and maintain affiliations with the National Association of Realtors, California Association of Realtors, National Association of Insurance Commissioners, and International Association of Insurance Receivers.

4. Starting on September 30, 2009, I have been retained by the Insurance Commissioner of the State of California in his capacity as Conservator and then as Liquidator ("Liquidator") of Golden State Mutual Life Insurance Company ("Golden State"), to provide, and have provided, real estate consulting services including real estate asset analyses, valuation, marketing, disposition and sales services concerning Golden State's real estate mortgage portfolio and real estate holdings throughout the country.

5. I have read the Liquidator's Fourth Application For Order Authorizing the Liquidator To Sell Real Property Located 8237-8247 South State Street, City of Chicago, Illinois, and the attached Memorandum and Declarations of Scott Pearce and Michael R. Weiss ("Application"). I make this declaration in support of said Application.

6. Based on the above described consulting services provided by me, my review

1 of this Application and its supporting papers and documents, I state the following:

2 7. On or about October 15, 2010, Golden State, through Kane, commenced marketing
3 the Property by listing it with Sheila Wilkinson-Sanders of Supreme Manor Real Estate Services, a
4 licensed realtor in Chicago, Illinois, who has expertise in the Chicago sub-market of Hyde Park
5 where the Property is located. The initial listing price recommended by the broker in 2010 was
6 \$425,000.

7 8. Over the last four years, the Property had many showings and generated nine (9)
8 offers to purchase ranging from \$130,000 to \$305,000. However, the Property has been difficult
9 to sell. As a precaution to sell the Property, on July 17, 2015, the Liquidator on behalf of Golden
10 State entered into a Back Up Contract To Real Estate Purchase Agreement Subject To Liquidation
11 Court Confirmation ("Back Up Contract"), with M.Y. Management Inc. ("MYM"), for the "as-is"
12 sale of the Property at the sales price of \$130,000 with all defective conditions. If this Application
13 proceeds to hearing it means that the proposed sale to Goshen Seventh-Day Adventists was
14 terminated after Court approval because Goshen failed to close the purchase of the Property by the
15 extended July 31, 2015 closing date.

16 **Purchase Agreement for Property.**

17 9. The sale price of \$130,000 for the Property is the reasonable fair market value for
18 the Property in its current "as-is" damaged condition and based on the failure to close the purchase
19 of the Property to Goshen. Severe weather in Chicago over the past four years has taken a
20 damaging toll on the Property. Heavy rains, high winds, extreme cold and extreme heat have
21 damaged both the exterior and interior of the Property. Additionally, in July, 2013, the Property
22 was broken into, vandalized and further damaged. A post damage assessment by Golden State's
23 insurance company estimated that to bring the Property back to its "original or similar" condition,
24 it would cost approximately \$62,555.53 ~ ACV, plus the cost to replace the HVAC system and the
25 street facing fence of \$10,800.00 ~ ACV. Based upon this assessment, the Liquidator accepted
26 and received an insurance settlement of \$73,355.53 from Golden State's insurance company for
27 the Property's damages.

28 10. The sale price of \$130,000 plus the \$73,355.53 in insurance proceeds totals

1 \$203,355.53, which the Liquidator believes is the fair market value for the Property, in its pre-
2 restoration condition, avoiding the costs of re-construction, continuing maintenance and other
3 holding expenses for the Property.

4 11. After taking into account the amount of time the Property has remained on the open
5 market, the current condition of the Property (physically damaged and vandalized) and the
6 continuing costs of holding the Property, the back-up sale price of \$130,000 in its "as-is" condition
7 is the reasonable fair market value for the Property.

8 I declare under penalty of perjury under the laws of the State of California that the
9 foregoing is true and correct.

10 Executed on this 22nd day of July, 2015, at Atherton, California.

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12 
13 PETER C. KANE
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DECLARATION

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I, Michael R. Weiss, declare as follows:

1. I am over 18 years of age and have personal knowledge of the facts and circumstances set forth in this declaration, and if called upon to do so, I could and would competently testify thereto.

2. I am an attorney licensed to practice law in the State of California, and am a partner with the law firm Lewis Brisbois Bisgaard & Smith LLP. I and Lewis Brisbois have been retained by the Insurance Commissioner of the State of California (“Commissioner”) in his capacity as Conservator and then as Liquidator of Golden State Mutual Life Insurance Company (“Golden State”), to provide legal services concerning Golden State. I make this declaration in support of the Liquidator’s Fourth Application For Order Authorizing Liquidator To Sell Real Property Located 8237-8247 South State Street, City of Chicago, Illinois (“Application”).

3. The Liquidator has provided written notice of this Application to all persons and entities known to the Liquidator or his staff that may have a substantial, unsatisfied claim that may be affected by this application and any Court Orders pertaining thereto, regardless of whether the persons or entities are a party to this action or have appeared in it, in compliance with California Rules of Court Rule 3.1184(c). Said persons and entities include Golden State's Certificate of Contribution holders, The National Organization of Life and Health Insurance Guaranty Associations and its attorneys, the Pension Benefit Guaranty Corporation and Pitney Bowes, Inc. The above described persons and entities are listed on the Proof of Service filed concurrently herewith. To maintain confidentiality, the names and addresses of Certificate of Contribution Holders are not listed on the Proof of Service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 22nd day of July, 2015, at Los Angeles, California.


MICHAEL R. WEISS

EXHIBIT 1

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LOS ANGELES
SUPERIOR COURT

DEPT 86

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Insurance Commissioner of the State of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

INSURANCE COMMISSIONER OF THE
STATE OF CALIFORNIA,

Applicant,

v.

GOLDEN STATE MUTUAL LIFE
INSURANCE COMPANY, a California
corporation,

Respondent.

Case No. BS123005
Assigned to Hon. Ann L. Jones, Dept. 86

~~PROPOSED~~ ORDER OF LIQUIDATION
AND ORDERS AND INJUNCTIONS IN
AID OF LIQUIDATION FOR GOLDEN
STATE MUTUAL LIFE INSURANCE
COMPANY

Date: January 28, 2011
Time: 9:30 a.m.
Dept: 86

1 On January 28, 2011, in Department 86 of the above-entitled Court, the Honorable Ann I.
2 Jones, Judge Presiding (the "Court"), the Court held the hearing on the Court's Order to Show
3 Cause and the Motion For Order Of Liquidation And Orders And Injunctions In Aid Of
4 Liquidation For Golden State Mutual Life Insurance Company, filed by Applicant Steve Poizner,
5 Insurance Commissioner of the State of California, in his capacity as Conservator ("Conservator")
6 of Golden State Mutual Life Insurance Company in Conservation ("Golden State"). Deputy
7 Attorney General Marta L. Smith and attorney Michael R. Weiss appeared on behalf of the
8 Conservator. Other appearances, if any, are noted in the record.

9 The Court, having read and considered the Conservator's Notice of Order to Show Cause
10 and Motion, Memorandum of Points and Authorities in support of the Motion, the Declarations of
11 David E. Wilson and Michael R. Weiss, and all documents and evidence submitted, and having
12 heard and considered the arguments presented to the Court, and upon good cause shown,

13 IT IS HEREBY ORDERED that the Conservator's Motion is granted and that:

14 **A. Liquidation, Administration and Operation**

15 1. As of September 30, 2010, Golden State is insolvent and remains insolvent today,
16 and it would be futile for the Commissioner to proceed as Conservator; and therefore, sufficient
17 grounds exist in accordance with Insurance Code § 1016 for entry of an order of liquidation of
18 Golden State. (Insurance Code § 1016.)

19 2. The Commissioner's status as Conservator is terminated, he is appointed
20 Liquidator of Golden State as set forth in Insurance Code § 1016, and he is directed as Liquidator
21 to liquidate and wind up the business of Golden State and to act in all ways and exercise all
22 powers necessary for the purpose of carrying out this Order. (Insurance Code § 1016.)

23 3. Title to all of the assets of Golden State, wheresoever situated, shall remain vested
24 in the Commissioner, now as Liquidator, or his successor in office, in his official capacity as
25 such, including without limitation real and personal property, deposits, certificates of deposit,
26 bank accounts, mutual funds, securities, contracts, rights of actions, books, records and other
27 assets of any and every type and nature, wheresoever situated, presently in Golden State's
28

1 possession and/or those which may be discovered hereafter. (Insurance Code §§ 1011, 1016 and
2 1037 General Powers.)

3 4. All funds and assets, including without limitation deposits, certificates of deposit,
4 bank accounts, securities, and mutual fund shares of Golden State, in various financial depository
5 institutions, including without limitation banks, savings and loan associations, industrial loan
6 companies, mutual funds and/or stock brokerages, wheresoever situated, are subject to withdrawal
7 only upon direction or order by the Liquidator. (Insurance Code §§ 1011, 1016 and 1037 General
8 Powers.)

9 5. The Liquidator is authorized to collect all moneys due to Golden State, and to do
10 such other acts as are necessary or expedient to collect, conserve, protect and/or liquidate Golden
11 State's assets, property and business. (Insurance Code § 1037(a).)

12 6. The Conservator is authorized to collect all debts due and claims belonging to
13 Golden State and to have the authority to sell, compound, compromise, or assign, for the purpose
14 of collection upon such terms and conditions as the Liquidator deems best, any bad or doubtful
15 debts. (Insurance Code § 1037(b).)

16 7. The Liquidator is authorized to compound, compromise or in any other manner
17 negotiate settlements of claims against Golden State upon such terms and conditions as the
18 Liquidator shall deem to be most advantageous to the estate of Golden State. (Insurance Code §
19 1037(c).)

20 8. The Liquidator is authorized, without permission of the court and without notice,
21 to acquire, hypothecate, encumber, lease, improve, sell, transfer, abandon, or otherwise dispose of
22 or deal with, any real or personal property of Golden State at its reasonable market value, or, in
23 cases other than acquisition, sale, or transfer on the basis of reasonable market value, upon such
24 terms and conditions as the Liquidator may deem proper, provided the market value of the
25 property involved does not exceed the sum of twenty thousand dollars (\$20,000). (Insurance
26 Code § 1037(d).)

27 9. The Liquidator is authorized to transfer to a trustee or trustees, under a voting trust
28 agreement, the stock of Golden State heretofore or hereafter issued to the Liquidator in

1 connection with a rehabilitation or reinsurance agreement, or any other proceeding under
2 Insurance Code § 1010 *et seq.* (Insurance Code § 1037(e).)

3 10. The Liquidator is authorized, for the purpose of executing and performing any of
4 the powers and authority conferred upon the Liquidator under Insurance Code § 1010 *et seq.* in
5 the name of Golden State or in the Liquidator's own name, to initiate, prosecute and/or defend any
6 and all suits and other legal proceedings, legal or equitable, and to execute, acknowledge and
7 deliver any and all deeds, assignments, releases and other instruments necessary and proper to
8 effectuate any sale of any real and personal property or other transaction in connection with the
9 administration, liquidation or other disposition of the assets of Golden State, in this or other states
10 as may appear to him necessary to carry out his functions as Liquidator. (Insurance Code §
11 1037(f) and 1037 General Powers.)

12 11. The Liquidator is authorized to divert, take possession of and secure all mail of
13 Golden State and to effect a change in the rights to use any and all post office boxes and other
14 mail collection facilities used by Golden State. (Insurance Code §§ 1011 and 1037 General
15 Powers.)

16 12. The Liquidator is authorized, without permission of the court and without notice,
17 to invest and reinvest, in such manner as the Liquidator may deem suitable for the best interests of
18 the policyholders and/or creditors of Golden State, such portions of the funds and assets of
19 Golden State in his possession as do not exceed the amount of the reserves required by law to be
20 maintained by Golden State as reserves for life insurance policies, annuity contracts,
21 supplementary agreements incidental to life business, and reserves for non-cancelable disability
22 policies, and which funds and assets are not immediately distributable to creditors, provided the
23 investment or reinvestment to be made does not exceed the sum of one hundred thousand dollars
24 (\$100,000), except that the Liquidator, without permission of the court and without notice, may
25 make investments or reinvestments in excess of \$100,000, but not exceeding \$5,000,000 per
26 investment or reinvestment, if such investments or reinvestments are part of Golden State's
27 existing investments or are made pursuant to the investment guidelines of the Commissioner's
28 Conservation & Liquidation Office including investments and reinvestments through an

1 investment pool consisting exclusively of assets from conserved and/or liquidating estates.
2 (Insurance Code § 1037(g) and General Powers.)

3 13. The Liquidator is authorized, in his discretion, without permission of the court and
4 without notice, to pay or defer payment of some or all claims, expenses, liabilities and/or
5 obligations of Golden State, in whole or in part, accruing prior and/or subsequent to his
6 appointment as Liquidator. (Insurance Code §§ 1011 and 1037 General Powers.)

7 14. The Liquidator is authorized to appoint and employ under his hand and official
8 seal, special deputy commissioners and/or legal counsel, as his agents, and to employ clerks
9 and/or assistants, and to give to each of them those powers that the Liquidator deems necessary.
10 (Insurance Code §§ 1035(a) and 1036.)

11 15. The Liquidator is authorized to fix the costs of employing special deputy
12 commissioners, legal counsel, clerks, and/or assistants, and all expenses of taking possession of,
13 conserving, conducting, liquidating, disposing of, or otherwise dealing with the business and
14 property of Golden State, subject to the approval of the court, and to pay such costs out of the
15 assets of Golden State to the Liquidator and others including without limitation expenses, expense
16 allocations, administrative costs, administrative overhead, and costs incurred and/or allocated by
17 the Conservation & Liquidation Office, and if there are insufficient funds to pay such costs, then
18 to pay such costs out of the Insurance Fund pursuant to Insurance Code § 1035. (Insurance Code
19 §§ 1035(a), 1036 and 1037 General Powers.)

20 16. The Liquidator is authorized to assume or reject, or to modify, any executory
21 contract, including without limitation, any lease, rental or utilization contract or agreement
22 (including any schedule to any such contract or agreement), and any license or other arrangement
23 for the use of computer software of business information systems, to which Golden State is a
24 party or as to which Golden State agrees to accept an assignment of such contract, not later than
25 120 days of the date of the Order Appointing Conservator, unless such date is extended by
26 application to and further order of this Court, and if not expressly assumed by the Conservator
27 within that time then such executory contract is deemed rejected. (Insurance Code § 1037
28 General Powers.)

1 17. The Liquidator is authorized to terminate compensation arrangements with
2 employees, to enter into new compensation arrangements with employees including arrangements
3 containing retention incentives, and to hire employees on such terms and conditions as he deems
4 reasonable. (Insurance Code § 1037 General Powers.)

5 18. The Liquidator is vested with all the powers of the directors, officers and managers
6 of Golden State, whose authorities are suspended except as such powers may be re-delegated by
7 the Liquidator. (Insurance Code § 1037 General Powers.)

8 **B. Injunctions and Other Orders**

9 19. Except upon the express authorization of the Liquidator, all persons are hereby
10 enjoined, including without limitation Golden State and its officers, directors, agents, servants,
11 and employees, from the transaction of Golden State's business or disposition of its property
12 including without limitation from disposing of, using, transferring, selling, assigning, canceling,
13 alienating, hypothecating or concealing in any manner or any way, or assisting any person in any
14 of the foregoing, of the property or assets of Golden State or property or assets in the possession
15 of Golden State, of any nature or kind, including without limitation claims or causes of action,
16 until further order of this Court and further, enjoining such persons from obstructing or interfering
17 with the Liquidator's conduct of his or her duties as Liquidator. (Insurance Code §§ 1011, 1020
18 and 1037.)

19 20. All persons are enjoined from instituting or prosecuting or maintaining any action
20 at law or suit in equity including without limitation actions or proceedings to compel discovery or
21 production of documents or testimony, and matters in arbitration, and from obtaining or
22 attempting to attain preferences, judgments, foreclosures, attachments or other liens of any kind
23 or nature, against Golden State, its assets, or the Liquidator, and from attaching, executing upon,
24 foreclosing upon, redeeming of, making levy upon, or taking any other legal proceedings against
25 any of the property and/or assets of Golden State, and from doing any act interfering with the
26 conduct of said business by the Liquidator, except after an order from this Court obtained after
27 reasonable notice to the Liquidator. (Insurance Code §§ 1011, 1020 and 1037 General Powers.)
28

1 21. All persons are enjoined from the sale or deed for nonpayment of taxes or
2 assessments levied by any taxing agency of property and/or assets of Golden State. (Insurance
3 Code § 1020(f).)

4 22. Except with leave of court issued after a hearing in which the Liquidator has
5 received reasonable and statutory notice, all persons are enjoined from accelerating the due date
6 of any obligation or claimed obligation, exercising any right of set-off, taking, retaining, retaking
7 or attempting to retake possession of any real or personal property, withholding or diverting any
8 rent or other obligation, and doing any act or other thing whatsoever to interfere with the
9 possession of or management by the Liquidator of the property and assets, owned or controlled,
10 by Golden State or in the possession of Golden State or in any way interfering with the Liquidator
11 or interfering in any manner during the pendency of this proceeding with the exclusive
12 jurisdiction of this Court over Golden State. (Insurance Code §§ 1020 and 1037 General Powers.)

13 23. All persons are enjoined from the waste of the assets of Golden State. (Insurance
14 Code § 1020.)

15 24. Golden State and all officers, directors, agents and employees of Golden State are
16 ordered to deliver to, and immediately make available to, the Liquidator all assets, books,
17 accounts, records, information, computers, tapes, discs, writings, other recordings of information,
18 equipment and other property of Golden State, wheresoever situated, in said person's custody or
19 control and further, and are directed the aforesaid to disclose verbally, or in writing if requested
20 by the Liquidator, the exact whereabouts of the foregoing items if such items are not in the
21 possession, custody or control of said persons. (Insurance Code §§ 1011, 1016, 1020 and 1037
22 General Powers.)

23 25. Golden State and all officers, directors, trustees, employees or agents of Golden
24 State, or any other person, firm, association, partnership, corporate parent, holding company,
25 affiliate or other entity in charge of any aspect of Golden State's affairs, either in whole or in part,
26 and including but not limited to banks, savings and loan associations, financial or lending
27 institutions, brokers, stock or mutual associations, or any parent, holding company, subsidiary or
28 affiliated corporation or any other representative acting in concert with Golden State, are ordered

1 to cooperate with the Liquidator in the performance of his or her duties. (Insurance Code § 1037
2 General Powers.)

3 26. All persons who maintain records for Golden State, pursuant to written contract or
4 any other agreement, are ordered to maintain such records and to deliver to the Liquidator such
5 records upon his request. (Insurance Code §§ 1020 and 1037 General Powers.)

6 27. All agents of Golden State, and all brokers who have done business with Golden
7 State, are ordered to make all remittances of all funds collected by them or in their hands directly
8 to the Liquidator. (Insurance Code §§ 1020 and 1037 General Powers.)

9 28. All persons having possession of any lists of policyholders, escrow holders,
10 mortgages or mortgagees of Golden State are ordered to deliver such lists to the Liquidator and all
11 persons are enjoined from using any such lists or any information contained therein without the
12 consent of the Liquidator. (Insurance Code §§ 1020 and 1037 General Powers.)

13 29. Golden State and its officers, directors, agents, servants, employees, successors,
14 assigns, affiliates, and other persons or entities under their control and all persons or entities in
15 concert or participation with Golden State, and each of them, are ordered to turn over to the
16 Liquidator all records, documentation, charts and/or descriptive materials of all funds, assets,
17 property (owned beneficially or otherwise), and all other assets of Golden State wherever situated,
18 and all books and records of accounts, title documents and other documents in their possession or
19 under their control, which relate, directly or indirectly, to assets or property owned or held by
20 Golden State or to the business or operations of Golden State. (Insurance Code §§ 1020 and 1037
21 General Powers.)

22 30. Any and all provisions of any agreement entered into by and between any third
23 party and Golden State, including by way of illustration, but not limited to, the following types of
24 agreements (as well as any amendments, assignments, or modifications thereto), are stayed, and
25 the assertion of any and all rights and remedies relating thereto are also stayed and barred, except
26 as otherwise ordered by this Court, and this Court shall retain jurisdiction over any cause of action
27 that has arisen or may otherwise arise under any such provision: financial guarantee bonds,
28 promissory notes, loan agreements, security agreements, deeds of trust, mortgages,

indemnification agreements, subrogation agreements, subordination agreements, pledge agreements, assignments of rents or other collateral, financial statements, letters of credit, leases, insurance policies, guaranties, escrow agreements, management agreements, real estate brokerage and rental agreements, servicing agreements, attorney agreements, consulting agreements, easement agreements, license agreements, franchise agreements, or employment contracts that provide in any manner that selection, appointment or retention of a conservator, receiver or trustee by any court, or entry of any order such as hereby made, shall be deemed to be, or otherwise operate as, a breach, violation, event of default, termination, event of dissolution, event of acceleration, insolvency, bankruptcy, or liquidation. (Insurance Code §§ 1020 and 1037 General Powers).

C. Creditors and Setting of Claims Bar Date

31. The rights and liabilities of claimants, policyholders, shareholders, members and all other persons interested in the assets of Golden State are fixed as of the date of entry of this Order. (Insurance Code § 1019.)

32. Any and all claims against Golden State, including without limitation those claims which in any way affect or seek to affect any of the assets of Golden State, wherever or however such assets may be owned or held, must be filed no later than December 31, 2011 (the "Claims Bar Date"), together with proper proofs thereof, in accordance with the provisions of Insurance Code § 1010 *et seq.* including without limitation Insurance Code § 1023. The proof of claim must be timely filed on the form provided by the Liquidator, together with proper proofs thereof, and must be supplemented with such further information as the Liquidator requests, in accordance with Insurance Code § 1023(f). Except for persons deemed to have filed claims against Golden State in accordance with the provisions of Insurance Code § 1010 *et seq.* including without limitation Insurance Code § 1024 and § 1025.5, any claims not filed by the Claims Bar Date shall be conclusively deemed forever waived. (Insurance Code § 1024.)

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1 33. For such other and further relief as may be proper or necessary.

2 34. The Liquidator is authorized to take any and all action necessary to accomplish the
3 purposes of this Order and the Orders requested herein.

4 DATED: 1-28-11

ANN I. JONES

THE HONORABLE ANN I. JONES
Los Angeles Superior Court Judge

EXHIBIT 2

**BACK UP CONTRACT TO
REAL ESTATE PURCHASE AGREEMENT, SUBJECT TO LIQUIDATION
COURT CONFIRMATION**

THIS BACK UP CONTRACT TO REAL ESTATE PURCHASE AGREEMENT, SUBJECT TO LIQUIDATION COURT CONFIRMATION ("**Agreement**") is entered into as of the date signed by the last of the parties hereto ("**Effective Date**") by and between **GOLDEN STATE MUTUAL LIFE INSURANCE COMPANY, IN LIQUIDATION**, a California Corporation ("**Seller**"), and **M.Y. MANAGEMENT INC.**, a Corporation, **AND/OR ASSIGNS** ("**Buyer**").

Buyer acknowledges that this is a "Backup Contract" and that Seller has already contracted to sell the Property to another Buyer based on a "Primary Contract". The Primary Contract was accepted by Seller on the 7th day of November, 2014. Buyer agrees that Seller may, in Seller's sole discretion, amend or modify the Primary Contract. If the Primary Contract is terminated or withdrawn, Seller will within three (3) calendar days after such event, provide Buyer with written notice of the termination or withdrawal. Upon Buyer's receipt of the notice from Seller, this Agreement shall become the new Primary Contract. At any time prior to the Backup Contract becoming the Primary Contract, Buyer may cancel the Backup Contract by providing written notice to Seller.

Buyer agrees to purchase from Seller all of Seller's right, title and interest in and to that certain real property located at **8237 – 8247 South State Street, City of Chicago, Cook County, IL 60619 (APN: 20-34-118-013, 014, 015, 016)** more particularly described on Exhibit A attached hereto and by this reference incorporated herein and all fixtures, buildings, and improvements thereon ("**Property**"), on the following terms and conditions:

ARTICLE 1. PURCHASE PRICE

SECTION 1.01. The purchase price for the Property shall be the sum of **One Hundred and Thirty Thousand and No/100ths Dollars (\$130,000)** payable by Buyer to Seller as follows:

- | | |
|-------------------|---|
| (a) \$5,000 | To be deposited by the Buyer in escrow with the Title Company fourteen (14) days after Buyer is informed by Seller that this Agreement has become the Primary Contract or August 14, 2015 (whichever is later) (the " <i>Initial Deposit</i> "). Said Initial Deposit becomes non-refundable and applicable to the Purchase Price at the end of the Due Diligence Term upon Buyer's acceptance of the property. Upon Buyer's acceptance of the property, the Initial Deposit shall be released to Seller out of escrow. |
| (b) \$125, 000 | Balance due at Closing |
| (d) \$130,000 | Total Purchase Price |

ARTICLE 2. ESCROW

SECTION 2.01. OPENING ESCROW AND CLOSING. An escrow shall be opened at **Stewart Title, 9913 Southwest Highway, Oak Lawn, IL 60453** herein referred to as the "*Title Company*", to consummate the purchase of the Property pursuant to this Agreement. The closing of the sale and conveyance of title on the terms and conditions hereof (the "*Closing*") will take place at 10:00 A.M. at the office of the Title Company, or at such other time and/or location as the parties agree, on or before **August 31, 2015**.

SECTION 2.02. CONDITIONS OF CLOSING. The Closing of sale and conveyance of title to the Buyer and the respective obligations of Buyer and Seller to consummate the transactions contemplated under this Agreement are conditioned on:

(a) Liquidator and Court Confirmation of this sale as follows:

1. Seller shall have accepted this Agreement by executing below in the space provided. When this Agreement has been accepted in this manner, it shall constitute a binding obligation upon the Buyer to purchase and Seller to sell the Property on the terms and conditions as set forth herein.
2. Seller shall petition the Superior Court of the State of California, in and for the County of Los Angeles, in connection with Case Number BS 123005 (hereinafter "*Court*") for confirmation of this Agreement no later than thirty (30) days after the date of Buyer's acceptance or waiver of the conditions set forth in Sections 2.02(c) and (e) below. In connection with such petition, a Court hearing for Confirmation will be set for a date no sooner than twenty-five (25) days after the date the petition is submitted.
3. The Court shall have entered a Final Order that approves this Agreement and the transactions contemplated hereunder. As used in this Agreement the term "*Final Order*" shall mean an order of the Court as to which the time for appeal has expired without a notice of appeal having been filed or, if a notice of appeal has been filed, as to which no stay pending appeal has been entered.

(b) No domestic or foreign, federal, state, county, parish, municipal or other local court, agency, department, legislative body, commission, council, board or other administrative or governmental body shall have issued any order, writ, judgment, injunction, decree, determination or award that directs that the transactions contemplated hereunder not be consummated.

(c) The conveyance to Buyer of title by Special Warranty Deed free of liens, encumbrances, easements, restrictions, rights and conditions of record or known to Seller, other than the following (each a "*Permitted Encumbrance*");

1. Current property taxes and current bond(s) or improvement assessment(s), if any;

2. Matters not in the public record which would be disclosed by a survey or physical inspection of the Property; and
3. Covenants, conditions, restrictions, easements, and other matters of record, if any, unless disapproved by Buyer in writing within ten (10) days of receipt of a current commitment for issuance of an ALTA owner's policy in the amount of the Purchase Price issued by the Title Company, together with legible copies of all documents referenced therein (collectively, the "*Title Commitment*"), which shall be furnished at Seller's expense. Any matter shown on such Title Commitment and not objected to by Buyer shall be a Permitted Encumbrance hereunder. Seller will have five (5) days after receipt of Buyer's objections to cure such objections. If Buyer's objections are not cured within such 5-day period, Buyer will have the option to either: (a) terminate this Agreement, in which case the Deposit shall be refunded to Buyer; or (b) waive the objections and proceed to Closing, in which case such matters shall be Permitted Encumbrances. Seller shall furnish the Title Commitment to Buyer within ten (10) days after Seller's acceptance.

At the Closing, Seller shall cause the Title Company to irrevocably commit to issue an owner's policy of title insurance in the form a "marked up" Title Commitment or a proforma showing title to the Property vested in Buyer subject only to the Permitted Encumbrances. Seller shall pay the portion of the title insurance premium applicable to a standard ALTA form owner's policy. Buyer shall pay the portion of the premium attributable to extended coverage and the cost of any endorsements required by Buyer.

- (d) Buyer shall furnish concurrently with the execution and return of this Agreement, financial statements and/or information indicating Buyer's ability to perform its obligations hereunder (the "*Confidential Information*"). Seller and its representatives agree to keep the Confidential Information, that such information will be used solely for the purpose of evaluating a possible transaction with Buyer, that the Confidential Information will be kept confidential, and that neither Seller nor its representatives will disclose any of the Confidential Information to any other person or entity in any manner whatsoever. If this Agreement is terminated for any reason, Seller shall promptly cause the Confidential Information and all copies of the same to be returned to Buyer.
- (e) The purchase of the Property is contingent upon a due diligence and feasibility period (hereinafter referred to as the "*Due Diligence Term*") which expires on **August 14, 2015**.

During the Due Diligence Term, Buyer may complete physical and geological inspections of the Property and improvements thereon, including but not limited to, taking soil borings as desired, obtaining engineering studies, and such other matters relating to the Property as Buyer deems appropriate, so as to ensure that the Property is acceptable in its "As-Is" condition. Such inspection shall be at Buyer's sole cost and expense. Buyer will indemnify, defend, and hold Seller

harmless from and against any claims for injury or death to persons, damage to property or other losses, actual damages or claims, including, without limitation, claims of any tenants, and including, in each instance, reasonable attorneys' fees and litigation costs, arising out of any action of any person or firm entering the Property on Buyer's behalf as aforesaid, which indemnity shall expressly survive Closing or the earlier expiration or termination of this Agreement.

BUYER IS PURCHASING THE PROPERTY "AS IS, WHERE IS" IN ITS PRESENT CONDITION. BUYER HAS THE OPPORTUNITY TO INSPECT THE PROPERTY AS PROVIDED HEREIN. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO, HEREBY DISCLAIMS, AND SHALL HAVE NO LIABILITY FOR; (A) THE CONDITION OF THE PROPERTY OR ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS THEREON OR THE SUITABILITY OF THE PROPERTY FOR HABITATION OR FOR BUYER'S INTENDED USE, (B) ANY APPLICABLE BUILDING, ZONING OR FIRE LAWS OR REGULATIONS OR WITH RESPECT TO THE EXISTENCE OF OR COMPLIANCE WITH ANY REQUIRED PERMITS, IF ANY, OF ANY GOVERNMENTAL AUTHORITY; (C) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES, ANY RIGHTS THERETO, OR ANY WATER, SEWER OR UTILITY DISTRICTS; (D) ACCESS TO ANY PUBLIC OR PRIVATE SANITARY SEWER OR UTILITY SYSTEMS; OR (E) THE PRESENCE OF ANY HAZARDOUS SUBSTANCES AT THE PROPERTY OR IN ANY IMPROVEMENTS ON THE PROPERTY, INCLUDING WITHOUT LIMITATION ASBESTOS OR UREA-FORMALDEHYDE, OR THE PRESENCE OF ANY ENVIRONMENTALLY HAZARDOUS WASTES OR MATERIALS ON OR UNDER THE PROPERTY. BUYER ACKNOWLEDGES THAT BUYER IS GIVEN THE OPPORTUNITY UNDER THIS AGREEMENT TO FULLY INSPECT THE PROPERTY AND BUYER ASSUMES THE RESPONSIBILITY AND RISKS OF ALL DEFECTS AND CONDITIONS AT THE PROPERTY, INCLUDING WITHOUT LIMITATION, SUCH DEFECTS AND CONDITIONS, IF ANY, THAT CANNOT BE OBSERVED BY CASUAL INSPECTION.

During the term of this Agreement and at any time following the expiration or earlier termination thereof, upon Seller's request, Buyer shall provide Seller with copies of any third party reports or surveys obtained by Buyer during the Due Diligence Term and any extensions thereof at no cost to the Seller.

Prior to the end of the Due Diligence Term, the Buyer must accept the Property in its "As Is" condition. Said acceptance must be delivered to the Seller in writing reflecting that all contingencies set forth in this subsection (e) have been removed. If for any reason during Due Diligence Term, **with the exception of the Purchase Price**, Buyer finds the Property unacceptable, in Buyer's sole and absolute discretion, Buyer must advise Seller in writing and the Agreement thereupon shall be terminated and all monies deposited shall be returned to Buyer. Upon Buyer's acceptance of the Property in its "As-Is" condition and Buyer's acceptance or waiver of the title matters in Section 2.02(c), Seller shall submit a petition to the Court for confirmation of this Agreement as provided in Section 2.02(a)(2).

SECTION 2.03. FAILURE OF CONDITIONS. If any condition specified in Section 2.02 above is not satisfied or waived within sixty-days (60) days after the Effective Date, then Seller may, at any time thereafter, elect to terminate this Agreement by giving written notice to Buyer and the Title Company. The Title Company shall be, and is hereby, irrevocably instructed by Seller on receipt of such notice from either party, to immediately refund to Buyer all monies and instruments deposited by Buyer in escrow pursuant to this Agreement.

SECTION 2.04. PRORATIONS. The following prorations shall be made between Buyer and Seller at Closing: property taxes, rents, homeowner's/association dues (if applicable), and N/A.

SECTION 2.05. BONDS AND ASSESSMENTS. Any bonds or improvement assessments which are a lien on the Property shall, at Closing, be paid/assumed by Buyer, except any past due/delinquent amounts shall be paid by Seller at Closing.

SECTION 2.06. BROKERS' COMPENSATION AND DISPOSITION FEES. If Buyer is confirmed as the purchaser of the Property and thereafter performs in accordance with this Agreement, any and all compensation and disposition fees due to real estate or other brokers shall be paid by Seller at Closing based upon the confirmed sales price or, if no overbidding occurs, as follows:

4.5% of the accepted price to Supreme Manor Real Estate Services, who represents Seller; and

1.5% of the accepted price to Domain Properties, LLC, who represents Buyer.

Seller and Buyer each warrant that they have dealt with no other real estate brokers in connection with this transaction except those brokers stated above.

SECTION 2.07. EXPENSES OF ESCROW. The expenses of the escrow described in this section shall be paid in the following manner:

- (a) The cost of recording any deeds or other instruments required to convey title of the Property to Buyer as described in Section 2.02 of this Agreement shall be paid by Buyer.
- (b) Buyer shall pay all real estate excise tax payable in connection with this transaction.
- (c) Any escrow fee charged by the Title Company shall be paid as follows 50% by Seller and 50% by Buyer.

SECTION 2.08. POSSESSION. Possession of the Property shall be delivered to Buyer upon Closing.

SECTION 2.09. TITLE. Title shall vest as follows: to Buyer, or to any entity owned or controlled by Buyer or a nominee, with Buyer remaining liable for the Purchase Price and

any and all duties and obligations of the Buyer until the Close of Escrow, which shall be designated in writing by Buyer no later than five (5) days prior to the Closing.

ARTICLE 3. MISCELLANEOUS

SECTION 3.01. DEFAULT BY Buyer. Should Buyer fail to complete said purchase as herein provided by reason of any default of Buyer, Seller shall be released from its obligation to sell the Property to Buyer and Seller shall retain the Initial Deposit as liquidated damages for such default as Seller's sole and exclusive remedy hereunder.

SECTION 3.02. TIME. Time is of the essence in the performance of this Agreement.

SECTION 3.03. MODIFICATIONS. All modifications or extensions shall be in writing signed by all parties.

SECTION 3.04. LAND USE RESTRICTIONS. Buyer shall satisfy itself through sources of information, other than the Seller or real estate brokers, or salespersons of such brokers in this transaction, whether any public or private action in the form of a vote, initiative, referendum, local ordinance, law, or other measure presently in force or contemplated by a governing or other body may halt entirely or otherwise restrict Buyer's use of the Property for improvement or other use, and Buyer acknowledges that it has not relied on any advice or representations by the Seller or real estate representatives in this transaction for such independent information to any extent.

SECTION 3.05. NOTICES. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party hereto, or the Title Company, shall be in writing and shall be deemed duly served and given when (a) personally delivered to any of the parties, to whom it is directed; (b) by deposit in the United States mail as first-class certified mail, return receipt requested, postage paid; (c) by overnight nationwide commercial courier service; or (d) by telecopy transmission with a confirmation copy to be delivered by duplicate notice in accordance with any of clauses (a) through (c) above, in each case, to the party intended to receive the same at the following address(es):

If to Buyer:

M.Y. Management, Inc.
c/o Domain Properties, LLC
325 West Huron Street, Ste. 712
Chicago, IL 60654
FAX: (312) 277-6772

If to Seller at:

Golden State Mutual Life Insurance Company, in Liquidation
100 Pine Street, 26th Floor
San Francisco, CA 94111-5212
Attn: Scott D. Pearce, Senior Estate Trust Officer
FAX: (415) 676-5002

With copy to:

Golden State Mutual Life Insurance Company, In Liquidation
c/o Kane Corporation
67 Selby Lane, Suite 100
Atherton, CA 94027-3926
Attn: Peter C. Kane
FAX: (650) 369-9106

If to the Title Company at:

Stewart Title Insurance Company
9913 Southwest Highway,
Oak Lawn, IL 60453
FAX: (708) 952-3696

Notice delivered in accordance with the foregoing shall be effective (x) when delivered, if delivered personally or by receipted-for telex, telecopier or facsimile transmission, (y) on the next business day after being delivered in the United States (properly addressed and all fees paid) for overnight delivery service to a courier (such as Federal Express) which regularly provides such service and regularly obtains executed receipts evidencing delivery, or (z) five (5) days after being deposited (properly addressed and stamped for first-class delivery) in a daily serviced United States mail box. Either party, Buyer or Seller, may change its address for the purposes of this section by giving written notice of such change to the other party in the manner provided in this section.

SECTION 3.06. DISCLAIMER OF WARRANTIES. The parties acknowledge that this transaction is entered into by them in full reliance on their own independent investigations, and not on any statements, representations, or agreements made by the other party, or by the broker(s), if any herein, or any salesperson(s) of such broker. It is also agreed by both parties that no statements, representations, or agreements made by either party, the broker(s), or any sales-person(s) of such broker(s), are valid unless such statements, representations or agreements are reduced to writing and made a part hereof. Seller expressly makes no warranties regarding the suitability of the Property for any purpose and Buyer acknowledges that all real property and improvements, if any, thereon are taken in an "As Is" Condition including all known and unknown defects.

Buyer: PK Seller: (____).

SECTION 3.07. ATTORNEY'S FEES. Should any litigation be commenced between the parties hereto concerning the Property, this Agreement, or the rights and duties of either in relation thereto, the party, Buyer or Seller, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees and expenses in such litigation which shall be determined by the Court in such litigation or in a separate action brought for that purpose.

SECTION 3.08. ENTIRE AGREEMENT. This instrument contains the entire Agreement between Buyer and Seller respecting the Property, and any agreement or representation respecting the Property or the duties of either Buyer or Seller in relation thereto not expressly set forth in this instrument is null and void.

SECTION 3.09. COUNTERPARTS; FACSIMILE SIGNATURES. This Agreement may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts. The signatures to this Agreement may be executed on separate pages and when attached to this Agreement shall constitute one complete document. This Agreement may be signed by facsimile, and each facsimile copy so signed shall be deemed an original hereof.

SECTION 3.10. GOVERNING LAW; VENUE. This Agreement is governed by and construed in accordance with the laws of the State of California. Buyer hereby waives any defense it may have based on *forum non conveniens*. As a material part of the consideration for this Agreement, and with the understanding that Seller would not enter into this Agreement without such agreement, Buyer hereby irrevocably submits to the jurisdiction of the State of California in any such action.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year shown opposite their signatures below.

BUYER: M.Y. MANAGEMENT, INC.

By: 

Name: Mohammad Yaqoob

Title:

Date: 7/17/2015

SELLER:

**GOLDEN STATE MUTUAL LIFE INSURANCE
COMPANY, IN LIQUIDATION, a California
corporation**

By: 

Name: David E. Wilson

Title: Special Deputy Insurance Commissioner

Date: 7/21/2015

EXHIBIT A

LEGAL DESCRIPTION

LOTS 25 TO 28, BOTH INCLUSIVE, IN ELMORE'S 83RD STREET SUBDIVISION OF BLOCK 19 IN THE SUBDIVISION BY THE HEIRS OF IRA WEBSTER, DECEASED OF NORTHWEST ¼ OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IL.

EXHIBIT 3

1 KAMALA D. HARRIS
2 Attorney General of California
3 W. DEAN FREEMAN
4 Supervising Deputy Attorneys General
5 MARTA L. SMITH, State Bar No. 101955
6 Deputy Attorney General
7 300 South Spring Street, Room 1702
8 Los Angeles, California 90013
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10 Facsimile: (213) 897-5775
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12 MICHAEL R. WEISS, State Bar No. 180946
13 EPSTEIN TURNER WEISS
14 A Professional Corporation
15 633 W. Fifth Street, Suite 3330
16 Los Angeles, California 90071
17 Telephone: (213) 861-7487
18 Facsimile: (213) 861-7488
19 Email: mryw@epsteinturnerweiss.com

20 Attorneys for Applicant
21 Insurance Commissioner of the State of California

22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
23 **FOR THE COUNTY OF LOS ANGELES**

24 INSURANCE COMMISSIONER OF THE
25 STATE OF CALIFORNIA,

26 Applicant,

27 v.

28 GOLDEN STATE MUTUAL LIFE
INSURANCE COMPANY, a California
corporation,

Respondent.

Case No. BS123005
Assigned to Hon. Ann I. Jones, Dept. 86

**[PROPOSED] ORDER GRANTING
LIQUIDATOR'S APPLICATION FOR
ORDER AUTHORIZING LIQUIDATOR
TO SELL REAL PROPERTY LOCATED
AT 8237-8247 S. STATE STREET IN
CHICAGO ILLINOIS**

[Filed concurrently with Notice,
Memorandum, Declarations, and Proof of
Service]

Date: November 30, 2011
Time: 9:30 a.m.
Dept: 86

1 On November 30, 2011, in Department 86 of the Los Angeles Superior Court for the State
2 of California, County of Los Angeles, located at 111 N. Hill Street, Los Angeles, California
3 90012, the Honorable Ann I. Jones, Judge Presiding (the "Court"), held the hearing on the
4 Application For Order Authorizing Liquidator To Sell Real Property Located At 8237-8247 S.
5 State Street In Chicago Illinois ("Application"), filed by Applicant Insurance Commissioner of
6 the State of California in his capacity as Liquidator ("Liquidator") of Golden State Mutual Life
7 Insurance Company ("Golden State").

8 Deputy Attorney General Marta L. Smith and attorney Michael R. Weiss appeared on
9 behalf of the Liquidator. Other appearances, if any, are noted in the record.

10 The Court, having read and considered the Liquidator's Application, the Notice,
11 Memorandum of Points and Authorities, Declarations of Scott Pearce and Michael R. Weiss, and
12 evidence in support of the Application, and all documents and evidence submitted, and having
13 heard and considered the arguments presented to the Court, and upon good cause shown,

14 IT IS HEREBY ORDERED that the Application is granted and that:

15 1. The Liquidator is authorized to sell the real property, owned by Golden State,
16 located at 8237-8247 South State Street in Chicago, Illinois 60619 [APN: 20-34-118-013, 014,
17 015, 016] ("Property"), to Clementina Solola ("Solola"), pursuant to the terms of a Real Estate
18 Purchase Agreement between the Liquidator and Solola; and

19 2. The Liquidator is authorized to take any and all actions necessary to accomplish
20 the purposes of this Order.

21
22 DATED: NOV 30 2011

ANN I. JONES
THE HONORABLE ANN I. JONES
Los Angeles Superior Court Judge

EXHIBIT 4

ORIGINAL 86

CHURCH & DWIGHT CASES 204-410-049/Pleadings/Real Estate Sale Applications/Chicago 2001814 Notice of Sale/Sale Proposed Order.doc

RECEIVED

APR 11 2014

DEPT. 86

1 KAMALA D. HARRIS
Attorney General of California
2 DIANE S. SHAW
3 W. DEAN FREEMAN
Supervising Deputy Attorneys General
4 LISA W. CHAO, State Bar No. 198536
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FILED
Superior Court of California
County of Los Angeles

JUN 18 2014

Sherri R. Carter, Executive Officer/Clerk
By Annette Fajardo, Deputy

9 MICHAEL R. WEISS, State Bar No. 180946
EPSTEIN TURNER WEISS
10 A Professional Corporation
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12 Telephone: (213) 861-7487
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13 Email: mrw@epsteinturnerweiss.com

14 Attorneys for Applicant
15 Insurance Commissioner of the State of California

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF LOS ANGELES**

18
19 INSURANCE COMMISSIONER OF THE
STATE OF CALIFORNIA,

20 Applicant,

21 v.

22 GOLDEN STATE MUTUAL LIFE
23 INSURANCE COMPANY, a California
corporation,

24 Respondent.

Case No. BS123005
Assigned to Hon. Robert H. O'Brien, Dept. 86

**[PROPOSED] ORDER GRANTING
COMMISSIONER'S APPLICATION
AUTHORIZING INSURANCE
COMMISSIONER TO SELL REAL
PROPERTY LOCATED AT 8237-8247
SOUTH STATE STREET, CITY OF
CHICAGO, ILLINOIS**

[Filed concurrently with Notice,
Memorandum, and Proof of Service]

Date: June 18, 2014
Time: 9:30 a.m.
Dept: 86

On June 18, 2014, in Department 86 of the Los Angeles Superior Court for the State of California, County of Los Angeles, located at 111 N. Hill Street, Los Angeles, California 90012, the Honorable Robert H. O'Brien, Judge Presiding (the "Court"), held the hearing on the Application For Order Authorizing Commissioner To Sell Real Property Located At 8237-8247 South State Street, City of Chicago, Illinois ("Application"), filed by Applicant Insurance Commissioner of the State of California ("Commissioner") in his capacity as Liquidator of Golden State Mutual Life Insurance Company ("Golden State").

Michael R. Weiss appeared on behalf of the Commissioner. Other appearances, if any, are noted in the record.

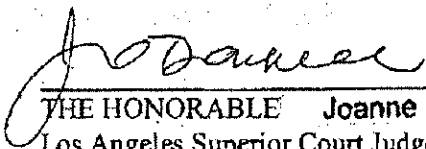
The Court, having read and considered the Liquidator's Application, the Notice, Memorandum of Points and Authorities, Declarations of Scott Pearce, Peter C. Kane and Michael R. Weiss, and evidence in support of the Application, and all documents and evidence submitted, and having heard and considered the arguments presented to the Court, and upon good cause shown,

IT IS HEREBY ORDERED that the Application is granted and that:

1. The Commissioner is authorized to sell the real property, owned by Golden State, located at 8237-8247 South State Street in Chicago, Illinois 60619 [APN: 20-34-118-013, 014, 015, 016] to Learn Together Grow Together ("LTGT"), pursuant to the terms of the Real Estate Purchase Agreement between the Commissioner and LTGT; and

2. The Commissioner is authorized to take any and all actions necessary to accomplish the purposes of this Order.

DATED: JUN 18 2014


THE HONORABLE Joanne O'Donnell
Los Angeles Superior Court Judge



I certify that this is a true and correct copy of the
original ORDER
on file in this office consisting of 2 pages.
SHERRI R. CARTER, Executive Officer / Clerk of the
Superior Court of California, County of Los Angeles.

JUN 23 2014

Deputy

D WADE

EXHIBIT 5

ORIGINAL

C:\CRPVCASES\2014-410-04\Pleadings\Real Estate Sale Applications\Chicago\JSale Proposed Order.doc

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Attorney General of California
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FILED
Superior Court of California
County of Los Angeles

MAR 25 2015

Sherril R. Carter, Executive Officer/Clerk
By Yvette Aguado, Deputy
Annette Aguado

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Attorneys for Applicant
Insurance Commissioner of the State of California

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

INSURANCE COMMISSIONER OF THE
STATE OF CALIFORNIA,

Applicant,

v.

GOLDEN STATE MUTUAL LIFE
INSURANCE COMPANY, a California
corporation,

Respondent.

Case No. BS123005
Assigned to Hon. Joanne O'Donnell, Dept. 86

**[REDACTED] ORDER GRANTING
LIQUIDATOR'S APPLICATION
AUTHORIZING LIQUIDATOR TO SELL
REAL PROPERTY LOCATED AT 8237-
8247 SOUTH STATE STREET, CITY OF
CHICAGO, ILLINOIS**

[Filed concurrently with Notice,
Memorandum, and Proof of Service]

Date: March 25, 2015
Time: 9:30 a.m.
Dept: 86

On March 25, 2015, in Department 86 of the Los Angeles Superior Court for the State of California, County of Los Angeles, located at 111 N. Hill Street, Los Angeles, California 90012, the Honorable Joanne O'Donnell, Judge Presiding (the "Court"), held the hearing on the Application For Order Authorizing Liquidator To Sell Real Property Located At 8237-8247 South State Street, City of Chicago, Illinois ("Application"), filed by Applicant Insurance Commissioner of the State of California in his capacity as Liquidator ("Liquidator") of Golden State Mutual Life Insurance Company ("Golden State").

Michael R. Weiss appeared on behalf of the Liquidator. Other appearances, if any, are noted in the record.

The Court, having read and considered the Liquidator's Application, the Notice, Memorandum of Points and Authorities, Declarations of Scott Pearce, Peter C. Kane and Michael R. Weiss, and evidence in support of the Application, and all documents and evidence submitted, and having heard and considered the arguments presented to the Court, and upon good cause shown,

IT IS HEREBY ORDERED that the Application is granted and that:

1. The Liquidator is authorized to sell the real property, owned by Golden State, located at 8237-8247 South State Street in Chicago, Illinois 60619 [APN: 20-34-118-013, 014, 015, 016] to Goshen Seventh-Day Adventists ("Goshen"), pursuant to the terms of the Real Estate Purchase Agreement Subject To Liquidation Court Confirmation between the Liquidator and Goshen; and

2. The Liquidator is authorized to take any and all actions necessary to accomplish the purposes of this Order.

DATED: MAR 25 2015


THE HONORABLE JOANNE O'DONNELL
Los Angeles Superior Court Judge



I certify that this is a true and correct copy of the
original ORDER
on file in this office consisting of 2 pages.
SHERRIL CARTER, Executive Officer / Clerk of the
Superior Court of California, County of Los Angeles.
APR 02 2015 [Signature], Deputy

D. WADE