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12 Attorneys for Debtor and Debtor-in-Possession  
13 TECHNOLOGY PROPERTIES LIMITED LLC

14 **UNITED STATES BANKRUPTCY COURT**  
15 **NORTHERN DISTRICT OF CALIFORNIA**  
16 **SAN JOSE DIVISION**

17 In re:

18 TECHNOLOGY PROPERTIES LIMITED,  
19 LLC, a California limited liability company,  
20 Debtor.

21 Case No.: 13- 51589SLJ

22 Chapter 11

23 Date: November 19, 2014

24 Time: 2:00 p.m.

25 Place: Courtroom 3099  
26 280 South First Street  
27 San Jose, California

28 **AMENDED STIPULATION FOR USE OF CASH COLLATERAL (FRBP 4001(b))**

29 IT IS HEREBY STIPULATED by and between Technology Properties Limited LLC  
30 (“TPL”), Cupertino City Center Buildings, A California Limited Partnership, Swamy Venkidu,  
31 and Daniel E. Leckrone that upon court approval of TPL’s Fifth Motion to Approve Use of Cash  
32 Collateral, TPL has permission to use cash collateral to pay the expenses and in the amounts  
33 shown below.

1           1.       TPL has immediate cash needs in the amount of \$503,939.00 that are detailed as  
2 follows:

3                   a.   8,939.00 in the following amounts and for the indicated purposes:

|  |                    |
|--|--------------------|
| 4           CPA Global - patent maintenance –estimated | \$    1,656        |
| 5           SCC Tax Assessment                         | \$     995         |
| 6           Cobra Required Payments                    | \$     227         |
| 7           Bank Charges                               | \$     500         |
| 8           Simon Law Firm                             | \$    1,811        |
| 9           Consultants - (finance)                    | \$    1,600        |
| 10          Patent Office filing reimbursement – IPR   | \$     450         |
| 11          US Bankruptcy Court                        | \$     950         |
| 12 <b>Subtotal SG&amp;A</b>                            | <b>\$    8,939</b> |

13  
14                   b.   Adequate protection of \$150,000 for CCC;

15                   c.   Adequate protection of \$300,000 for Arockiyaswamy Venkidu as shareholder  
16 representative for OnSpec; and,

17                   d.   \$50,000 to pay Alliacense for work to be expended prior to December 4, 2014  
18 on the initial phase of the CoreFlash ‘549 patent appeal.

19  
20           2.       Other terms for use of cash collateral under this Stipulation are as follows:

21                   a.   TPL is not authorized Order to pay any employee for commissions or  
22 incentive compensation.

23                   b.   TPL shall not pay Daniel E. Leckrone any adequate protection payment  
24 pending further order of this Court.

1 c. All three secured creditors, Cupertino City Center Buildings (“CCC”), Swamy  
2 Venkidu (“Venkidu”), and Daniel E. Leckrone (“Leckrone”), are granted a  
3 replacement lien on collateral with a back-up super-priority claim to the extent  
4 that adequate protection proves inadequate measured by a decline from  
5 liquidation value of their collateral as of the filing date. The replacement liens  
6 shall attach only to the collateral of the kind and character to which the  
7 respective lienholders’ lien would have attached pre-petition, and there shall  
8 be no cross-collateralization with other collateral except as specified below as  
9 to Venkidu. These replacement liens are subordinate to the compensation and  
10 expense reimbursement allowed to any future-appointed trustee in the case.  
11 Venkidu will receive a replacement lien as to the CF portfolio and a back-up  
12 super-priority claim as set forth in paragraph 5 below.

14 d. To the extent TPL uses proceeds from the CF portfolio to fund operations,  
15 Venkidu will be granted a replacement lien on future proceeds generated. To  
16 the extent those proceeds are inadequate to fully pay Venkidu’s allowed  
17 secured claim, Venkidu is granted an administrative claim with priority over  
18 all other administrative claims (including professionals’ fees). The  
19 replacement lien and superpriority claim are valid only to the extent, validity  
20 and priority of the pre-petition lien. If however Venkidu’s pre-petition lien in  
21 the CF portfolio is avoided or is determined to be invalid, then the  
22 replacement lien in the post-petition proceeds of the CF portfolio shall be  
23 deemed avoided and vacated as of the date of this Order and no superpriority  
24 claim will be allowed. If the value of the CF portfolio is less than the amount  
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1 of the claim, the replacement lien is valid only to the extent of that value of  
2 the collateral.

3  
4 e. To the extent TPL uses proceeds from the CF portfolio to fund operations,  
5 Venkidu receives a junior replacement lien in the MMP and FastLogic  
6 portfolio proceeds as further adequate protection only to the same extent,  
7 validity and priority of Venkidu's lien in the CF portfolio. Thus, to the extent  
8 Venkidu is not paid from the CF portfolio, he will have a junior lien on these  
9 other portfolios. However, if Venkidu's pre-petition lien in the CF portfolio is  
10 avoided or is determined to be invalid, then there is no replacement lien in the  
11 MMP and FastLogic portfolios and shall be deemed avoided and vacated as of  
12 the date of this Order, and no superpriority claim shall be allowed. And, if the  
13 value of the CF collateral is less than the amount of Venkidu's allowed,  
14 secured claim, the replacement lien in the MMP and FastLogic portfolios is  
15 valid only to the extent of the value of the collateral.

16  
17 f. The Committee shall be deemed to have reserved the right, on behalf of the  
18 estate, to recover all adequate protection payments in the event the Court finds  
19 that there is no enforceable security interest in TPL's assets.

20  
21 g. The Committee reserves all rights including, but not limited to, the right to  
22 investigate and challenge (a) the validity, extent, priority and/or enforceability  
23 of all alleged liens (including motions to equitably subordinate and adversary  
24 proceedings to avoid liens), (b) employee compensation, (c) payments to  
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1 Alliacense, (d) the adequacy of proposed budgets, and (e) the adequacy of  
2 proposed carve outs / retainers for Committee professionals.

- 3
- 4 h. To the extent that recoveries in litigation and licensing results in larger  
5 payments being owed to contingency counsel according to the terms of their  
6 court-approved terms of employment than TPL has projected, the approved  
7 contingency shall control, subject to final approval by this Court under 11  
8 U.S.C. section 328(a).
- 9
- 10 i. The terms of this Stipulation are binding on any subsequently appointed  
11 trustee.
- 12
- 13 j. As a condition of consent by Venkidu to the cash use, Daniel E. Leckrone  
14 shall continue to subordinate his lien to that of Venkidu in the CF portfolio.
- 15
- 16 k. The parties hereto consent to the immediate payment of the \$1,600 budgeted  
17 for Dwayne Hannah as financial consultant so that Monthly Operating Reports  
can be brought current.

18 Dated: November 19, 2014

SCHNADER HARRISON SEGAL & LEWIS LLP

19

20 By: /s/ Christopher H. Hart

21 Christopher H. Hart  
22 Attorneys for Cupertino City Center Buildings,  
a California Limited Partnership

23 Dated: November 19, 2014

ELLAHIE & FAROOQUI, LLP

24 By: /s/ Javed Ellahie

25 Javed Ellahie  
26 Attorneys for Swamy Venkidu as Shareholder Agent  
for a group of shareholders

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Dated: November 19, 2014

/s/ Daniel E. Leckrone  
Daniel E. Leckrone

Dated: November 19, 2014

BINDER & MALTER, LLP

By: /s/ Robert G. Harris  
Robert G. Harris  
Attorneys for Technology Properties Limited, LLC

Dated: November 19, 2014

DORSEY & WHITNEY, LLP

By: /s/ Robert A. Franklin  
Robert A. Franklin  
Attorney for Official Committee of Unsecured  
Creditors

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12 Attorneys for Debtor and Debtor-in-Possession  
13 TECHNOLOGY PROPERTIES LIMITED, LLC

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**UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN JOSE DIVISION**

In re

TECHNOLOGY PROPERTIES LIMITED,  
LLC,

Debtor.

Case No. 13-51589-SLJ-11

Chapter 11

Date: November 19, 2014

Time: 2:00 p.m.

Place: Courtroom 3099

280 South First Street

San Jose, California

**CERTIFICATE OF SERVICE**

I, Tam Tran, declare:

I am employed in the County of Santa Clara, California. I am over the age of eighteen (18) years and not a party to the within entitled cause; my business address is 2775 Park Avenue, Santa Clara, California 95050.

On November 19, 2014, I served a true and correct copy of the following document(s):

**AMENDED STIPULATION FOR USE OF CASH COLLATERAL (FRBP 4001(b))**

via electronic transmission and/or the Court's CM/ECF notification system to the parties

registered to receive notice as follows:

**U.S. Trustee**

John Wesoloski  
United States Trustee  
Office of the U.S. Trustee  
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San Jose, CA 95113  
Email: [john.wesolowski@usdoj.gov](mailto:john.wesolowski@usdoj.gov)

**Unsecured Creditors Committee Attorney**

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c/o Robert Franklin, Esq.  
c/o Thomas Hwang, Esq.  
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**Special Notice**

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17  
18 Executed on November 19, 2014, at Santa Clara, California. I certify under penalty of  
19 perjury that the foregoing is true and correct.  
20

21  
22 /s/ Tam Tran  
23 Tam Tran  
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