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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 Chapter 11 **Proposed hearing**: Date: February 11, 2015 Time: 10:00 a.m. Place: Courtroom 3099 280 South First Street San Jose, California

DECLARATION OF DANIEL E. LECKRONE IN SUPPORT OF JOINT APPLICATION FOR AUTHORITY FOR CHET AND MARCIE BROWN TO CHANGE BALLOT ON JOINT PLAN OF REORGANIZATION BY OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND DEBTOR (DATED JANUARY 8, 2015) FROM REJECTION TO ACCEPTANCE (FRBP 3018(a))

I, Daniel E. Leckrone, am the responsible individual for the Debtor. I know the following matters to be true of my own, personal knowledge and, if called as a witness, I could and would testify competently thereto:

1. TPL filed its Voluntary Petition under Chapter 11 initiating the above-captioned Bankruptcy Case on March 20, 2013.

2. TPL and the Official Committee of Unsecured Creditors filed THE JOINT PLAN BY OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND DEBTOR (Dated January 8, 2015) (the "Joint Plan") on January 8, 2015, along with the DISCLOSURE STATEMENT RE: JOINT PLAN OF REORGANIZATION BY OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND DEBTOR (DATED JANUARY 8, 2015)(the "Disclosure Statement"). The Plan and Disclosure Statement were served on all creditors along with a ballot by January 9, 2015, as directed by the Court. The last day to file acceptances or rejections of the Plan or to object to confirmation was February 4, 2015.

3. Chet and Marcie Brown, holders of Claim No. 22 in the amount of $10 million, voted to reject the Plan and filed a substantive objection to confirmation of the Joint Plan.

4. All other creditors voting on the Joint Plan voted to accept. The Brown rejection is counted in Class 6C claim, along with the acceptances by the Kirkendall Estate, Todd Kirkendall, and Alan Marsh.

5. The dispute between the Browns, TPL, and myself in my role as TPL's former CEO, has been long and contentious and is currently pending in the Brown Appeal[1]. The Joint Plan provided that if the Browns voted for and did not object to the Joint Plan, their claim would be paid in Classes 6A, 6B and 6C and if they executed a release, their claims would be deemed allowed in those classes. The Browns objected to the Joint Plan, contending, among other things, that the Joint Plan unfairly discriminated against them by requiring them to vote for the

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[1] Capitalized terms not otherwise defined herein have the same meaning ascribed to them in the Joint Plan

Joint Plan and sign a release or otherwise suffer adverse treatment. While believing this objection to be without merit, immediately prior to the voting deadline and without knowledge of the Brown vote, the Committee and the Debtor determined to reject the insurance company contract which was funding the Brown Appeal to avoid a potentially large administrative claim. After informing the Browns of this development, the Committee and the Debtor engaged in discussions to resolve the Brown Objection. Working from that starting place, a settlement was achieved whereunder the Browns agree to change their vote to acceptance upon Court approval of the following: (a) dismissal with prejudice by TPL and Dan Leckrone of the appeal of the judgment in *Chester A. Brown, Jr. and Marcie Brown v. Technology Properties Limited LLC et al.*, Superior Court of California, County of Santa Clara Case No. 1-09-CV-159452) simultaneous with confirmation of the Plan; (b) an order simultaneous with confirmation deeming the Brown claim aggregating $10,021,511 to be an Allowed Claim in the respective allocations of Classes 6A, 6B and 6C to which no objection can be made; (c) waiver of the requirement that the Browns execute the Release or release anyone under the Plan; and (d) approval for the vote change and withdrawal of the Brown Plan objection. No other inducements or promises were made in exchange for the change in vote and the withdrawal of the Brown Objection.

6. Since the purpose of the Release was to create and enforce a resolution of litigation with the Browns, and dismissal of the appeal accomplishes that, execution of the Release by any party is unnecessary. The execution of the Release, either by the Browns or the Non-Insider 13% Investors should now be waived as part of a Plan amendment.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct. Executed this 9th day of February, 2015, at San Jose, California.

/s/ Daniel E. Leckrone
Daniel E. Leckrone