

Heinz Binder (SBN 87908)  
Robert G. Harris (SBN 124678)  
Wendy W. Smith (SBN 133887)  
BINDER & MALTER, LLP  
2775 Park Avenue  
Santa Clara, CA 95050  
Tel: (408) 295-1700  
Fax: (408) 295-1531  
Email: Heinz@bindermalter.com  
Email: Rob@bindermalter.com  
Email: Wendy@bindermalter.com

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

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

In re:

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

Case No.: 13- 51589SLJ

Chapter 11

Date: TBD  
Time: TBD  
Place: Courtroom 3099  
280 South First Street  
San Jose, California

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

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

1. TPL has immediate cash needs in the amount of \$458,939.00 that are detailed as follows:

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

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

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

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

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

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

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

c. All three secured creditors, Cupertino City Center Buildings (“CCC”), Swamy Venkidu (“Venkidu”), and Daniel E. Leckrone (“Leckrone”), are granted a replacement lien on collateral with a back-up super-priority claim to the extent

1 that adequate protection proves inadequate measured by a decline from  
2 liquidation value of their collateral as of the filing date. The replacement liens  
3 shall attach only to the collateral of the kind and character to which the  
4 respective lienholders' lien would have attached pre-petition, and there shall  
5 be no cross-collateralization with other collateral except as specified below as  
6 to Venkidu. These replacement liens are subordinate to the compensation and  
7 expense reimbursement allowed to any future-appointed trustee in the case.  
8 Venkidu will receive a replacement lien as to the CF portfolio and a back-up  
9 super-priority claim as set forth in paragraph 5 below.  
10

- 11 d. To the extent TPL uses proceeds from the CF portfolio to fund operations,  
12 Venkidu will be granted a replacement lien on future proceeds generated. To  
13 the extent those proceeds are inadequate to fully pay Venkidu's allowed  
14 secured claim, Venkidu is granted an administrative claim with priority over  
15 all other administrative claims (including professionals' fees). The  
16 replacement lien and superpriority claim are valid only to the extent, validity  
17 and priority of the pre-petition lien. If however Venkidu's pre-petition lien in  
18 the CF portfolio is avoided or is determined to be invalid, then the  
19 replacement lien in the post-petition proceeds of the CF portfolio shall be  
20 deemed avoided and vacated as of the date of this Order and no superpriority  
21 claim will be allowed. If the value of the CF portfolio is less than the amount  
22 of the claim, the replacement lien is valid only to the extent of that value of  
23 the collateral.  
24  
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27

- 1 e. To the extent TPL uses proceeds from the CF portfolio to fund operations,  
2 Venkidu receives a junior replacement lien in the MMP and FastLogic  
3 portfolio proceeds as further adequate protection only to the same extent,  
4 validity and priority of Venkidu's lien in the CF portfolio. Thus, to the extent  
5 Venkidu is not paid from the CF portfolio, he will have a junior lien on these  
6 other portfolios. However, if Venkidu's pre-petition lien in the CF portfolio is  
7 avoided or is determined to be invalid, then there is no replacement lien in the  
8 MMP and FastLogic portfolios and shall be deemed avoided and vacated as of  
9 the date of this Order, and no superpriority claim shall be allowed. And, if the  
10 value of the CF collateral is less than the amount of Venkidu's allowed,  
11 secured claim, the replacement lien in the MMP and FastLogic portfolios is  
12 valid only to the extent of the value of the collateral.  
13
- 14 f. The Committee shall be deemed to have reserved the right, on behalf of the  
15 estate, to recover all adequate protection payments in the event the Court finds  
16 that there is no enforceable security interest in TPL's assets.  
17
- 18 g. The Committee reserves all rights including, but not limited to, the right to  
19 investigate and challenge (a) the validity, extent, priority and/or enforceability  
20 of all alleged liens (including motions to equitably subordinate and adversary  
21 proceedings to avoid liens), (b) employee compensation, (c) payments to  
22 Alliacense, (d) the adequacy of proposed budgets, and (e) the adequacy of  
23 proposed carve outs / retainers for Committee professionals.  
24  
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26  
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- 1 h. To the extent that recoveries in litigation and licensing results in larger  
2 payments being owed to contingency counsel according to the terms of their  
3 court-approved terms of employment than TPL has projected, the approved  
4 contingency shall control, subject to final approval by this Court under 11  
5 U.S.C. section 328(a).  
6
- 7 i. The terms of this Stipulation are binding on any subsequently appointed  
8 trustee.  
9
- 10 j. As a condition of consent by Venkidu to the cash use, Daniel E. Leckrone  
11 shall continue to subordinate his lien to that of Venkidu in the CF portfolio.  
12
- 13 k. The parties hereto consent to the immediate payment of the \$1,600 budgeted  
14 for Dwayne Hannah as financial consultant so that Monthly Operating Reports  
15 can be brought current.

16 Dated: November 7, 2014

SCHNADER HARRISON SEGAL & LEWIS LLP

17  
18 By: /s/ Christopher H. Hart  
19 Christopher H. Hart  
20 Attorneys for Cupertino City Center Buildings,  
a California Limited Partnership

21 Dated: November 7, 2014

ELLAHIE & FAROOQUI, LLP

22  
23 By: /s/ Javed Ellahie  
24 Javed Ellahie  
25 Attorneys for Swamy Venkidu as Shareholder Agent  
26 for a group of shareholders  
27

1 Dated: November 7, 2014

/s/ Daniel E. Leckrone  
Daniel E. Leckrone

3 Dated: November 7, 2014

BINDER & MALTER, LLP

5 By: /s/ Wendy W. Smith  
6 Wendy W. Smith  
7 Attorneys for Technology Properties Limited, LLC

8 Dated: November 7, 2014

DORSEY & WHITNEY, LLP

10 By: /s/ Robert A. Franklin  
11 Robert A. Franklin  
12 Attorney for Official Committee of Unsecured  
13 Creditors  
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