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The following constitutes
the order of the court. Signed September 28, 2016

A handwritten signature in black ink that reads "Stephen L. Johnson".

Stephen L. Johnson
U.S. Bankruptcy Judge

6 Attorneys for Reorganized Debtor
7 Technology Properties Limited, LLC

8 UNITED STATES BANKRUPTCY COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN JOSE DIVISION

12 In re

13 TECHNOLOGY PROPERTIES
14 LIMITED, LLC,

16 Debtor.

Case No: 13-51589 SLJ

Chapter 11

Date: September 21, 2016

Time: 2:00 p.m.

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

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19 **STIPULATED ORDER RESOLVING REQUEST OF MICHAEL**
20 **DAVIS FOR IMMEDIATE PAYMENT OF ADMINISTRATIVE EXPENSE**
21 **AND MOTION FOR RELIEF FROM DEFAULT ON ORDER RE**
22 **REQUEST OF MICHAEL DAVIS FOR PAYMENT OF**
23 **ADMINISTRATIVE EXPENSE (FRCP 60(b); FRBP 9024)**

24 The Request of Michael Davis for Immediate Payment of Administrative Expense
25 (“Request”) and the Debtor’s Motion for Relief from Default on Order re Request of Michael
26 Davis for Payment of Administrative Expense (FRCP 60(b); FRBP 9024 (the “Motion”) came on
27 for hearing at the date, time, and place set forth above. Mr. Davis and TPL and administrative
28 creditors Binder & Malter, LLP and Dorsey & Whitney agreed to a consensual resolution of the
Request and Motion the terms of which are as follows:

- 1 1. Mr. Davis’s administrative claim per the February 1, 2016 Order Re Request of Michael
2 Davis for Payment of Administrative Expense (the “February 1 Order”) will remain at
3 \$375,000. Taking into account the payments already made (\$75,000 and \$42,668.88), the
4 balance currently due is \$257,331.12 (the “Davis Allowed Administrative Claim”).
- 5 2. The Plan shall be amended as follows:
 - 6 a. The Administrative Claims Contribution in the Plan shall be reduced to 40% of TPL’s
7 Adjusted Gross Revenue (or “AGR”) as defined in the Plan; and
 - 8 b. Mike Davis shall receive 25% of each Administrative Claims Contribution and Dorsey &
9 Whitney and Binder & Malter will share the remaining 75% of the Administrative Claims
10 Contribution until the Davis Allowed Administrative Claim has been paid in full.
- 11 3. Notwithstanding anything to the contrary contained in this Order or the Plan, until the Davis
12 Allowed Administrative Claim is paid in full, Davis shall receive 13.33% of TPL’s Adjusted
13 Gross Revenue received from and after the date of entry of this Order; such amount shall be
14 comprised of the portion of the Administrative Claims Contribution in 2(b) above due to
15 Davis, plus an additional amount, not from the portion of AGR devoted to the Administrative
16 Claims Contribution, such that the total due and payable to Davis shall equal 13.33% of AGR
17 received by TPL from and after the date of entry of this Order.
- 18 4. TPL shall distribute the Administrative Claims Contribution and any amounts due under
19 paragraph 3 of this Order to Mike Davis, Binder & Malter and Dorsey & Whitney within ten
20 business days of the close of each calendar quarter and according to the terms of the
21 confirmed Plan except in the following instance: receipt of \$250,000 or more of Adjusted
22 Gross Revenue from proceeds of any settlement, shall be distributed not later than 10 days
23 following the date on which funds received by TPL become available for transfer from its
24 bank account.

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5. Immediately, but not more than three (3) business days following the entry this Order, TPL shall pay Davis the amount of \$50,971.00 from TPL's share of AGR, not from the portion devoted to the Administrative Claims Contribution, which sum shall reduce the Allowed Davis Administrative Claim.
 6. TPL shall, within five court days of entry of this Order, provide an accounting, showing how the Administrative Claims Contribution was previously calculated, applied and distributed from and after February 1, 2016. TPL shall also provide to Davis a copy of TPL's Quickbooks general ledger and check register, in Excel format, each quarter until all administrative claims are paid in full. The ledger and register information will be due 21 days after the conclusion of each calendar quarter and shall be delivered to Davis and his counsel, Binder & Malter and Dorsey & Whitney. TPL may, at its option, include such information with each distribution or provide it separately. All information provided to Mr. Davis under this paragraph is proprietary, shall be treated as confidential, and may not be disclosed to any third party without the express written consent of TPL or a court order.
 7. From and after the date of entry of this Order, TPL's CEO and Board members shall be compensated as follows:
 - a. TPL's Board members shall receive \$100 per hour up to a maximum of 40 hours per month each plus expenses including a flat fee of \$250 per month for overseas phone calls; and
 - b. TPL's CEO shall receive \$100 per hour up to a maximum of 40 hours per month plus expenses including a flat fee of \$250 per month for overseas phone calls.

1 c. TPL’s CEO and Board members shall submit monthly invoices along with
2 a statement describing the nature of their activities on an hourly basis for
3 each hour billed, which shall be submitted to TPL within 10 days of the
4 end of each month. Failure to submit such statement and invoices in the
5 time and manner described above shall result in a waiver of any claim for
6 compensation during the period in question. All statements and invoices
7 shall be made available to any party in interest upon request, as with TPL’s
8 monthly reports.

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10 d. Notwithstanding anything to the contrary stated herein the total combined
11 compensation paid each year, to all of TPL’s CEO and Board members
12 shall not exceed 10% of TPL's Adjusted Gross Revenue (as defined in the
13 Plan) from revenue received by TPL in that year from and after the date of
14 entry of this Order.
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16 8. The provisions of the February 1 Order, a copy of which is attached hereto as Exhibit “A”,
17 are affected by this Order as follows:

18 Paragraph 1 preamble -- in full force and effect

19 Paragraph 1.a. -- performed

20 Paragraph 1.b. in full force and effect, as revised by paragraphs 2 - 4 of this Order

21 Paragraph 1.c. – revised by paragraph 4 of this Order

22 Paragraph 2 – in full force and effect

23 Paragraph 3 -- deleted and replaced with the following:

24 a. If TPL fails to make any payment required under this Order or the February 1,
25 2016 Order, in the amount and on or before the date it is due, then the Davis
26 Allowed Administrative Claim shall increase from \$375,000 to \$573,175.47 less
27 any payments received by Davis (the “Requested Amount”), and the Requested
28

1 Amount shall be allowed in full and due and payable immediately. In that event,
2 the Debtor and the Official Unsecured Creditors' Committee (the "Committee")
3 waive any right to challenge the Requested Amount.

4 b. Following a payment default, Davis or any other administrative claimant who
5 TPL has failed to pay, may serve a notice of default with regard to payments
6 owed to that administrative creditor, which must be served on TPL and its
7 corporate and bankruptcy counsel, Silicon Valley Law Group, and other
8 administrative claimants (Binder & Malter, LLP and Dorsey & Whitney and Mike
9 Davis). Upon service of such notice of default by Mike Davis, then Binder &
10 Malter and Dorsey & Whitney may also serve a notice declaring all amounts
11 owed to them immediately due and payable in full if the payment default to Davis
12 is not cured. TPL shall have five court days to cure the payment default (or obtain
13 a court order entered after a hearing as set forth below). If the payment default to
14 Davis is cured within said five day period, then 1) the Davis Requested Amount
15 shall return to the Davis Allowed Administrative Claim amount of \$375,000 less
16 payments made, 2) the claims of Binder & Malter and Dorsey & Whitney, if
17 accelerated as stated above, shall decelerate; and 3) payment obligations shall
18 return to those stated in Paragraphs 2 and 3, above. If the payment default to
19 Davis has not been cured by the sixth court day after default, the Requested
20 Amount, less any amounts received, shall become due and payable immediately,
21 and Davis (and any administrative claimant who provided notice as stated above)
22 may submit a declaration specifying the remaining balance owed and describing
23 the payment missed with a form of order to the bankruptcy court declaring the
24 amount owed due in full. TPL shall have two court days to file any response and
25 set a hearing. A hearing shall be set promptly subject to the availability of the
26 Court.

27 .Paragraph 4 – in full force and effect
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1 Paragraph 5 (a., b., and c.) – in full force and effect

2 Paragraph 6 – performed

3 Paragraph 7 – performed

4 Paragraph 8 – deleted and replaced by Paragraph 9 of this Order.

5 9. Davis has agreed and shall execute a release of TPL, the TPL Board, TPL’s counsel, the
6 Committee, the Committee’s individual members, and the Committee’s counsel and their
7 affiliates, officers, directors, employees, investors, shareholders, administrators, predecessor
8 and successor corporations, assigns, legal representatives, agents, successors in interest, and
9 partners, from all claims and causes of action other than the payment of claims as set forth
10 above and in the Plan, once all of Davis’ claims, both administrative and unsecured, have
11 been paid in full.

12 The foregoing resolution be and hereby is APPROVED as an order of the Court.

13 APPROVED:
14 GREENFIELD, DRAA & HARRINGTON LLP

15 Dated: September 27, 2016

16 By: /s/ Maureen Harrington
17 Maureen Harrington
18 Attorneys for Michael Davis

19 APPROVED:
20 BINDER & MALTER LLP, ADMINISTRATIVE
21 CLAIMANT

22 Dated: September 27, 2016

23 By: /s/ Robert G. Harris
24 Robert G. Harris, Partner

25 In Its Capacity as an Administrative Claimant
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APPROVED:

DORSEY & WHITNEY LLP, ADMINISTRATIVE
CLAIMANT

Dated: September 27, 2016

By: /s/ Robert Franklin
Robert Franklin
Administrative Claimant

***** END OF ORDER *****

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COURT SERVICE LIST

All ECF Recipients.