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Signed and Filed: April 26, 2010

DENNIS MONTALI
U.S. Bankruptcy Judge

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Debtor and Debtor in Possession

9 UNITED STATES BANKRUPTCY COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN FRANCISCO DIVISION

12 In re:
13 Heller Ehrman LLP,
14 Debtor.

Case No.: 08-32514

Chapter 11

**ORDER APPROVING SALE OF
FURNITURE, FIXTURES,
EQUIPMENT AND ARTWORK TO
FORMER WASHINGTON, D.C.
LANDLORD FREE AND CLEAR OF
LIENS, CLAIMS, ENCUMBRANCES
AND OTHER INTERESTS**

Date: April 23, 2010
Time: 10:30 a.m.
Place: U. S. Bankruptcy Court
235 Pine Street, 22nd Floor
San Francisco, CA
Judge: Honorable Dennis Montali

22 THIS MATTER came before the Court upon consideration of the *Motion to Sell Furniture,*
23 *Fixtures, Equipment and Artwork Free and Clear of Liens, Claims, Encumbrances and Other*
24 *Interests* (the "Motion") [Docket No. 1068], filed on April 14, 2010 by Heller Ehrman LLP (the
25 "Debtor") for entry of an order pursuant to Bankruptcy Code sections 363(b) and 363(f)(4)
26 approving the Debtor's transfer of furniture, fixtures, equipment and artwork (the "Personal
27 Property") located at 1717 Rhode Island Avenue, N.W., Washington, D.C. free and clear of liens,
28 claims and interests as more specifically set forth below. Appearances were made as reflected in

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1 the record. Based upon the Court's review and consideration of the Motion, the other records and
2 pleadings filed in the Debtor's Chapter 11 case, and the statements of counsel at the hearing on the
3 Motion, and good cause appearing therefor,

4 **IT IS HEREBY ORDERED:**

- 5 1. The Motion is GRANTED;
- 6 2. The Debtor is authorized to execute the Bill of Sale (the "Bill of Sale"), which is
7 attached as **Exhibit 1** to the *Supplemental Declaration of Teddy M. Kapur in Support of Motion to*
8 *Sell Furniture, Fixtures, Equipment and Artwork Free and Clear of Liens, Claims Encumbrances*
9 *and other Interests* [Docket No. 1083], filed on April 21, 2010;
- 10 3. Pursuant to 363(f) of the Bankruptcy Code, the Debtor's delivery of the Bill of Sale
11 to MEPT St. Matthews LLC (the "Former Landlord") shall vest in the Former Landlord all right,
12 title, and interest of the Debtor and the bankruptcy estate to the Personal Property, free and clear of
13 the liens, claims, encumbrances, and other interests, if any, of the following parties: Bank of
14 America, NT&SA, for itself or as agent for CitiBank, N.A.; Williams Lea, Inc.; 333 Bush
15 Associates NF L.P, and its successor, Brookfield Real Estate Financial Partners LLC; Columbia
16 Center Property LLC; and Silicon Valley Bank, and/or parties who have filed Requests for Special
17 Notice in the bankruptcy case (collectively, the "Affected Interests");
- 18 4. This Order is and shall be effective as a determination that, upon and subject to the
19 delivery of the Bill of Sale by the Debtor, all Affected Interests have been and hereby are adjudged
20 and declared to be unconditionally released as to the Personal Property;
- 21 5. The Former Landlord has not agreed to assume any liabilities of the Debtor by virtue
22 of its acquisition of the Personal Property;
- 23 6. The Debtor is authorized to execute any such releases, termination statements,
24 assignments, consents or instruments on behalf of any third party, including holders of any liens
25 that are necessary or appropriate to effectuate or consummate the transactions contemplated by the
26 Agreement to Acquire Title to Personal Property Located at 1717 Rhode Island Avenue, N.W.,
27 Washington, D.C. and Settlement Agreement (the "Settlement Agreement"), which is attached as
28 **Exhibit A** to the *Declaration of Peter J. Benvenuti in Support of Motion to Sell Furniture,*

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Fixtures, Equipment and Artwork Free and Clear Of Liens, Claims, Encumbrances and Other Interests; and

7. The Settlement Agreement and any related documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties without further order of the Court, provided that such modification, amendment or supplement does not have a material adverse effect on the Debtor's bankruptcy estate.

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

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