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REPLY TO: LOS ANGELES OFFICE

March 6, 2009

XYZ Bank  
1234 Main Street  
Anytown, USA 90000

**Re: Loan No.: 1234567890 (the "Loan")**

Ladies and Gentlemen:

We have acted as counsel to XYZ, LLC, (herein referred to as "Buyer"), ABC, LLC, ("Sole Member"), ABC Family Trust, a California Trust (the "Trust"), BBBB (herein referred to as "Indemnitor") in connection with Buyer's purchase of certain real property located in Los Angeles County, California, together with all improvements, fixtures and personal property located thereon (the "Property") from SSSSSS., LLC ("Seller") and assumption of the above Loan secured in part by the Property and other collateral as contemplated by that certain Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate dated August 12, 2008, by and between Seller and Michael Zugsmith and Curtin Security Company, Inc. (as the same has been amended and assigned, the "Sale and Purchase Agreement").

This opinion is being furnished to you in connection with that certain Consent and Assumption Agreement with Limited Release (the "Consent"), dated March \_\_, 2009, by and among Buyer, Indemnitor, Seller, XYZ Bank ("Lender"), and certain other parties, to be recorded or filed in Los Angeles County, California.

In connection with the foregoing, we have made such investigations of law and fact as we have deemed necessary or appropriate to render our opinion, including, but not limited to, a review of the following:

1. Sale and Purchase Agreement;
2. Assignment of Sale and Purchase Agreement by and between MMMMMMM and Buyer, dated March \_\_\_\_, 2009 (the "Assignment");
3. Certificate of Formation of ABC LLC;
4. Certificate of Formation of XYZ LLC;

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5. Limited Liability Company Agreement of ABC LLC dated March 2, 2009;
6. Limited Liability Company Agreement of XYZ dated February 20, 2009;
7. Articles of Organization of Sole Member, dated February 13, 2003;
8. Operating Agreement of Sole Member, dated March 2, 2009;
9. The Family Trust Agreement;
10. The "Loan Documents" as defined in the Consent (herein, the "Loan Documents");
11. The Consent;
12. The Guaranty, dated as of March \_\_\_\_\_, 2009, executed by the trustees of the Trust ("Guaranty"); and
13. The Environmental Indemnity Agreement, dated as of March 6, 2009, executed by Buyer, ("Indemnity");
14. Tenants in Common Agreement dated March \_\_\_\_\_, 2009 executed by Buyer;
15. Personal Guarantee Agreement dated as of March \_\_\_\_\_, 2009 executed by MMMMMMMMM andBBBBBBBBB individually and as trustees of the Trust;
16. Escrow Agreement Regarding TIC Expenses dated March \_\_\_\_\_, 2009 executed by Buyer and Lender;
17. UCC Financing Statements Amendments attached hereto to be filed in the Los Angeles County, California real estate records;
18. New UCC Financing Statements attached hereto to be filed in the Los Angeles County, California real estate records.

The documents listed as items 11-16 above are referred to collectively as the "Loan Assumption Documents."

Based on the foregoing, we are of the opinion that:

1. Each of XYZ LLC and ABC LLC is a duly organized limited liability company validly existing and in good standing under the laws of the State of Delaware, and is qualified to transact business in the State of California.

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2. Each of ABC LLC and XYZ has all legal power and authority to enter into, deliver and perform the agreements and covenants contained in the Sale and Purchase Agreement, the Assignment, and the Loan Assumption Documents, and to consummate its portion of the transactions contemplated thereby, and all necessary action has been taken by each Buyer to authorize the execution, delivery and performance of the Sale and Purchase Agreement, Assignment, and the Loan Assumption Documents. The Sale and Purchase Agreement has been duly executed and delivered by each Buyer or its predecessor in interest, and the Assignment and the Loan Assumption Documents have been duly executed and delivered by each Buyer.

3. The Trust is a validly created trust under the laws of the State of California.

4. Sole Member is a duly organized limited liability company validly existing and in good standing under the laws of the State of California and has the power and authority to be the sole member of ABC and to execute the Loan Assumption Documents on behalf of XYZ.

5. The entities and/or persons executing the Sale and Purchase Agreement, the Assignment, and the Loan Assumption Documents on behalf of each Buyer (and Sole Member in its capacity as Sole Member of ABC) are duly authorized by all requisite action by the managers and members of each Buyer (and sole member in its capacity as sole member of XYZ) to execute and deliver the Sale and Purchase Agreement, the Assignment, and the Loan Assumption Documents.

6. Each Indemnitor that is an individual is of legal age and is not under any legal disability or duress. Each Indemnitor has all legal power and authority to enter into, deliver and perform the agreements and covenants contained in the Loan Assumption Documents to which they are a party and to consummate its portion of the transactions contemplated thereby, and all necessary action has been taken by each Indemnitor to authorize the execution, delivery and performance of the Loan Assumption Documents to which Indemnitor is a party. All persons executing the Loan Assumption Documents to which the Trust is a party on behalf of the Trust are duly authorized to do so. The Loan Assumption Documents to which Indemnitor is a party have been duly executed and delivered by each Indemnitor.

7. The Sale and Purchase Agreement, the Assignment, and the Loan Assumption Documents to which Buyer is a party are in full force and effect, constitute the valid and legally binding obligations of each Buyer, and are enforceable against each Buyer in accordance with their respective terms. The Loan Documents are in full force and effect, constitute the valid and legally binding obligations of each Buyer, and are enforceable against each Buyer in accordance with their respective terms. The Loan Assumption Documents to which Indemnitor is a party are legal, valid and binding instruments, enforceable against each Indemnitor in accordance with their respective terms.