ATTORNEY OR PART NAME, ADDRESS, TELEPHONE & FAX NUMBERS, AND CALIFORNIA STATE BAR NUMBER	FOR COURT USE ONLY
Michael S. Kogan (SBN 128500) **ERVIN, COHEN & JESSUP LLP**, 9401 Wilshire Blvd., 9th Floor Beverly Hills, CA 90212, (310) 273-6333; Fax (310) 859-2325	
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
In Re: **ORANGE COUNTY MOTORSPORTS, INC.** Debtor(s)	CASE NO.: **2:09-bk-45902-BR**

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: May 3, 2010	**Time:** 10:00 a.m.
Location: To be Determined, contact counsel listed above for location	

Type of Sale: X Public ☐ Private Last Date to File Objections:_____

Description of Property to be Sold: sale of substantially all of the Business assets of Orange County Motorsports, Inc. ("OCMI") (Case No. 2:09-bk-45902-BR), and Lawrence Hart dba LA Cycles and/or LA Yamaha ("Hart") (Case No. 2:09-bk-45932-BR) (Motorsport dealerships)_____

Terms and Conditions of Sale: as-is with no warranties whatsoever as to condition, subject to certain liens_____

Proposed Sale Price: See attached notice of hearing_____

Overbid Procedure (If Any): $100,000 initial bid greater than offer submitted to Court ($25,000 deposit to overbid)_____

If property is to be sold free and clear of liens or other interests, list date, time, and location of hearing: see attached notice (5/4/10 @ 9:30 a.m., Courtroom 1668)Contact Person for Potential Bidders (include name, address, telephone, fax and/or e-mail address):

Michael S. Kogan
Ervin, Cohen & Jessup LLP
9401 Wilshire Blvd., 9th Floor
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Attorneys for Debtor

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

In re **ORANGE COUNTY MOTORSPORTS, INC.,** **Debtor.**	**Case No. 2:09-bk-45902-BR** **Chapter 11** **NOTICE OF SALE HEARING AUTHORIZING THE SALE OF ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS, (2) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND CERTAIN PROCEDURES REGARDING DEADLINES FOR OVERBIDS** **Sale Approval Hearing:** **Date: May 4, 2010** **Time: 9:30 a.m.** **Place: Courtroom 1668**

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PLEASE TAKE NOTICE that on May 4, 2010, at 9:30 a.m., before the Honorable Barry Russell, United States Bankruptcy Judge in Courtroom 1668 of the United States Bankruptcy Court for the Central District of California, located at 255 East Temple Street, in Los Angeles, California (the "Court") will hear the Motion Of Debtor For Sale Of Property Free And Clear Of Liens, Claims Encumbrances And Interests, And Assumption And Assignment Of Executory Contracts (the "Motion") filed by Orange County Motorsports, Inc. ("OCMI") (Case No. 2:09-bk-45902-BR), and Lawrence Hart dba LA Cycles and/or LA Yamaha ("Hart") (Case No. 2:09-bk-45932-BR), debtors and debtors in possession herein (OCMI and Hart are collectively referred to as the "Debtors"). The Motion is based on the filed Memorandum of Points and Authorities, the Declaration of Lawrence Hart (the "Hart Declaration"), the asset purchase agreement attached thereto, the arguments and statements of counsel to be made at the hearing on the Motion, and other admissible evidence properly brought before the Court.

As set forth more fully in the Motion, and as supported by the declarations filed in support thereof, the Debtor has determined that the best way to maximize value for its creditors and the estate is a sale of the Debtor's business and certain related assets (the "Purchased Assets").[1] Over the course of the past year, the Debtor conducted an extensive marketing effort for the Purchased Assets. This effort culminated in the Debtor selecting Powersports West, Inc. ("Buyer") as the qualified party willing to acquire the Purchased Assets on the best available terms. The Debtor proceeded to negotiate an Asset Purchase Agreement with Buyer (the "APA"), **the terms of which were designed to provide sufficient proceeds to potentially enable the Debtor to satisfy all of its creditor obligations in full.**

At the hearing on the Motion, the Debtor will seek entry of an order, which will (the "Sale Order"): (a) authorize the sale of the Purchased Assets to the party submitting the highest and best qualified offer for the Purchased Assets (the "Successful Bidder") free and clear of all liens, claims, encumbrances and interests, other than those assumed by the Successful Bidder, (b) authorizing the assumption by the Debtor and the assignment to the Successful Bidder of certain

[1] Defined terms are as set forth in the Motion.

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contracts (the "Assumed Contracts"), (c) authorizing the assignment of certain obligations of the Debtor to the Successful Bidder (the "Assumed Obligations"), (d) finding that the Successful Bidder is a good faith purchaser, and (e) granting certain related relief.

The proposed Sale of the Assets pursuant to the procedures on the timeline described herein represents the best opportunity to maximize the value of the Debtor's estate for all interested parties. **Due to its inability to continue operations for an extended period of time, Debtors believe that, in the absence of the proposed Sale, the value of its Assets will significantly decline. The Debtor's ability to consummate the proposed Sale as soon as possible is essential to maximizing the value of the estate going forward, and without approval on an expatiated basis the Debtors may be forced to close the Business.**

Terms of the Sale

The Purchased Assets will be sold pursuant to the Motion for sale of the property (the "Sale"). The **full terms** of the sale of the Purchased Assets are set forth in the Agreement[2], which is attached to the Motion as Exhibit "A" and incorporated herein by this reference. The following is a summary of the Agreement, and to the extent of any conflict between this summary and the Agreement, the Agreement shall control. Some of the relevant terms are as follows:

1. **Dealership Assets**. Upon the terms and subject to the conditions in the Agreement, upon the consummation of the transactions contemplated by the Agreement (the "***Closing***", and the date of the Closing, the "***Closing Date***") Seller will sell to Buyer, and Buyer will purchase from Seller, the following Dealership Assets:

The Assets to be sold, which are more fully described in the definitive Agreement, primarily will include the following:

(a) All new and used vehicle inventory, equipment, parts, accessories, tools, products, goods, and office furniture and fixtures;

(b) All chattel paper, letters of credit, books and records (except as set forth below),

[2] Certain schedules to the APA are not being filed with this Motion due to confidentiality concerns. These schedules (4.6, 4.7, 4.12, 4.17(a), 4.18(a) and 6.2) will be made available to the Court, and parties in interest as needed, subject to appropriate measures to protect confidentiality.

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contract rights, policies, dealer reserve accounts, manufacturer's statements of origin or certificates of title or ownership related to vehicles, documents and general intangibles, including "Blue Sky" rights;

(c) Executory Contracts and Leases as defined and enumerated in the Agreement, including, without limitation the Dealer Agreements; and

(d) All other executory contracts and unexpired leases, if any, which have not been assumed by the Debtor and which Buyer desires to assume subject to Seller paying all cure costs under such executory contracts and unexpired leases.

To the extent there are other Assets not specifically listed above or excluded below which Buyer may desire to acquire and which are not enumerated herein or in the Agreement, Buyer may designate in its Agreement such additional Assets of the Debtor to be included in the Sale.

The following shall be excluded from the Assets to be sold by Debtors:

(a) All claims, rights, and causes of action created by the Bankruptcy Code in favor of Debtor, including those arising under 11 U.S.C. §§ 502, 510 and 541-553 of the Bankruptcy Code;

(b) All books and records that the Debtors are required to keep pursuant to the Bankruptcy Code; provided, however, that the Debtors will provide the purchaser(s) with access to the books and records or copies of the books and records as reasonably may be requested by the purchaser(s).

(c) All cash and cash equivalents held in bank accounts of any Seller, and all of Sellers' rights and interests in all such bank accounts.

(d) All deposits made in connection with the operation of the OTD Dealerships, including without limitation all deposits under Leases and for utilities.

(e) Sellers' rights to receive Tax and insurance premium prepayments and all rights to Tax refunds for periods prior to the Closing Date.

(f) All of Sellers' accounts receivable.

The Consideration to the Debtors for the Sale is $1,300,000.00 which shall be allocated between the bankruptcy estates by subsequent Court order, subject to adjusts based upon inventory on hand at the Closing. **The Buyer will assume the flooring obligations to the Secured**

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Creditors for the vehicles it purchases, subject to agreement on the terms of such assumption.

The Sale Procedures

In general, the Sale Procedures provide the opportunity for qualified parties to submit overbids for the Purchased Assets. If any such qualified overbids are received, then the Debtors will conduct an auction prior to the hearing on the approval of the Sale (the "Sale Hearing"). If no qualified overbids are received, then the Debtors will proceed to seek approval for the Sale to Buyer at the Sale Hearing. The following is a description of the key terms of the proposed Sale Procedures:

Due Diligence. Potential bidders will have up to and including the Offer Deadline (defined below) to conduct due diligence, subject to the execution of a satisfactory confidentiality agreement. Any diligence will be coordinated by the Debtor's reorganization counsel. Due diligence access may include such management meetings as may be scheduled by the Debtors, access to an online data room, and such other matters which a potential bidder may reasonably request and as to which the Debtors, in their sole discretion and in consultation with its advisors, may agree. Each potential bidder will be deemed to acknowledge and represent that it has had an opportunity to inspect and examine the Debtor's business and to conduct any and all due diligence prior to making its Offer, that it has relied solely upon its own independent review, investigation and/or inspection of any documents in making its Offer and that it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Debtor's business or the completeness of any information provided in connection with the bidding process.

Offer Deadline: Any person or entity, other than Buyer, interested in purchasing the Purchased Assets (a "Potential Purchaser") must deliver an offer (each such offer, an "Offer") to Michael S. Kogan, c/o Ervin Cohen & Jessup LLP, 9401 Wilshire Blvd., 9th Floor, Beverly Hills, California 90212, mkogan@ecjlaw.com, so that such Offer is actually received by no later than **April 29, 2010**, including any such extension as agreed by the Debtor and Buyer or ordered by the Court (the "Offer Deadline"). The Debtor will circulate to Buyer and its counsel, copies of all

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Offers upon receipt.

Qualified Offers: In order for an Offer to be considered at the Sale Hearing (each such offer eligible for consideration at the Sale Hearing, a "Qualified Offer"), the Offer must be timely submitted in advance of the Offer Deadline and must, at a minimum, provide that: (a) the Potential Purchaser will purchase the Purchased Assets and assume the Assumed Liabilities upon substantially the same terms and conditions set forth in the APA, together with all exhibits thereto; (b) such Potential Purchaser is prepared to enter into and consummate the Sale transaction following the entry of an order by the Bankruptcy Court granting the Debtor's request, in conjunction with the Motion, for approval of the sale of the Purchased Assets to the Potential Purchaser; (c) such Offer is not subject to, or conditioned on, and does not contain any material contingencies to the validity, effectiveness, and/or binding nature of the Offer, including, without limitation, contingencies for financing, due diligence, or inspection, other than those set forth in the APA; (d) such Potential Purchaser is prepared to abide by the Sale Procedures; (e) the total consideration to be paid to the Debtors is equal to or greater than $1,400,000; (f) the payment shall be paid in all cash on the Closing Date; and (g) the Potential Purchaser shall submit an agreement signed by an authorized signatory of such party, together with a copy of such agreement marked to show changes from the APA.

In addition, to be considered as a Qualified Offer, each Offer must be accompanied by: (i) a certified or bank cashier's check, representing a good faith deposit (a "Bid Deposit"), in the amount of $25,000, payable to the order of the Debtors; (ii) written evidence of one or more commitments for financing or other evidence of the Potential Purchaser's ability to consummate the Sale; (iii) the identity of each entity that will be participating in such Offer, including any proposed designee(s) and sufficient financial and other information regarding both the Potential Purchaser and all other parties participating in the Offer to satisfy the requirements enumerated in sections 363(m), 363(n), 365(b) and 365(f)(2) of the Bankruptcy Code; and (iv) written evidence that the Potential Purchaser (or any other entity or affiliate participating in the Offer or proposed to participate in the Sale) has obtained authorization and approval from its Board of Directors (or comparable governing body) and any third parties from whom consent may be required with

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respect to the submission of its Offer, or a representation that no such authorization and approval is required.

Buyer will be deemed to have submitted a Qualified Offer by virtue of having executed the APA and provided the Deposit. The Debtors reserve the right to waive or modify the requirements of a Qualified Offer as the Debtors deem necessary to further the best interests of the Debtor's creditors and the estate.

Assumed Contracts: Pursuant to the APA, the Debtors agreed to assume and assign to Buyer certain Assumed Contracts, subject to: (i) approval by the Bankruptcy Court; (ii) any other necessary approvals (i.e., Assumed Contracts that cannot be assigned under applicable non-bankruptcy law absent the other party's consent, and which restriction on assignment cannot be waived under the Bankruptcy Code); (iii) payment by the Debtors of the costs required pursuant to sections 365(b)(1) (A) and 365(b)(1)(B) of the Bankruptcy Code (the "Cure Costs") as determined by an order entered by the Bankruptcy Court (which order shall not have been stayed or appealed) or the agreement of the Debtors and the counter-party to such Assumed Contract; and (iv) Buyers provision of sufficient evidence of adequate assurance of future performance under the applicable Assumed Contract(s), as required pursuant to sections 365(b)(1)(c) and 365(f)(2)(B) of the Bankruptcy Code.

The current list of Assumed Contracts is set forth in Schedule 2.1 to the APA. Pursuant to the APA, Buyer may, in its sole discretion, remove any Assumed Contract(s) from Schedule 2.1 by providing to the Debtors written notice prior to the Closing, of the Assumed Contracts to be removed. Upon receipt of such notice, the Debtor will file with the Court, and serve on the counter-parties to such removed contracts, a notice of removal. Unless otherwise ordered by the Court upon proper notice, the Debtors will not assume any contract as to which a removal notice is filed.

Buyer also will have the right to add additional Assumed Contracts to Schedule 2.1 by providing to the Debtor written notice of the Assumed Contracts to be added. Attached hereto as Exhibit "A" is a list of the Cure Costs, if any, that the Debtors believe to be owed for each Assumed Contract listed on Schedule 2.1 as of the date the Sale Notice is mailed. The Debtor will

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mail a supplemental notice to the counter-parties to any Assumed Contract added to Schedule 2.1 after the mailing of the Sale Notice and on or before the Assumed Contract Deadline, which supplemental notice will list the Cure Costs, if any, that the Debtor believes to be owed for each such Assumed Contract.

Each counter-party to an Assumed Contract will have up to fourteen (14) days prior to the Sale Hearing (the "Objection Deadline") to object on any grounds, including the amount of the Cure Costs, to the assumption and assignment of the Assumed Contract to which it is a party. All counter-parties who do not file with the Court and serve on the counsel for the Debtors, counsel for Buyer, and the Office of the United States Trustee, on or before the Objection Deadline, an objection to the assumption and assignment of an Assumed Contract or the Cure Costs will be deemed to have consented to the assumption and assignment of such Assumed Contract and the Cure Costs set forth in the Sale Notice or supplemental notice.

After the Assumed Contract Deadline, Buyer may request that the Debtor assume and assign to Buyer additional contracts or agreements not listed on Schedule 2.1 as of the Assumed Contract Deadline (the "Additional Assumed Contracts"), provided that: (i) unless assumption and assignment of an Additional Assumed Contract is necessary to obtain regulatory approval for the Sale, the Debtor will not be obligated to, but may, in its reasonable discretion, seek to assume and assign such Additional Assumed Contracts; (ii) if the Debtor chooses to seek to assume and assign any such Additional Assumed Contract (or such assumption and assignment is necessary to obtain regulatory approval for the Sale) and does not seek approval for the assumption and assignment of such Additional Assumed Contracts at the Sale Hearing, then the Debtors will seek such approval at a hearing to be scheduled subsequent to the Sale Hearing and prior to the Closing Date; and (iii) the Debtor's obligation to assume and assign to Buyer any and all Additional Assumed Contracts will be subject to the same conditions as are applicable to the Assumed Contracts.

Sale Hearing: If the Debtors receive one or more Qualified Offers from parties other than Buyer, then the Debtors propose to conduct an auction for the Purchased Assets (the "Auction") on May 3, 2010, at a location to be determined by the Debtors with appropriate notice timely disclosed by the Debtor to the parties submitting Qualified Offers (each, a "Qualified Bidder"). If

the Debtors do not receive any Qualified Offers from parties other than Buyer, then Debtors propose not to conduct the Auction; instead, Buyer's agreement with the Debtors as set forth in the APA will be deemed to be the Successful Bid (as defined below).

Parties interested in purchasing the Purchased Assets must have submitted a Qualified Bid in order to be permitted to participate in and/or make any statements on the record at the Auction. All Qualified Bidders must appear in person at the Auction, or through a duly authorized representative. Each Qualified Bidder shall have the right to continue to improve its Offer at the Auction. The Debtors will conduct the Auction in such format and subject to such rules as the Debtors determine will result in the highest, best or otherwise financially superior Successful Bid (as defined below) for the Purchased Assets; provided that (a) the Auction is conducted in a manner consistent with the Bankruptcy Code, (b) the Debtors announce the format and rules of the Auction to all Qualified Bidders prior to the commencement of the Auction, (c) minimum initial bid will be no less than Ten Thousand Dollars ($10,000) greater than the total consideration set forth in the Qualified Offer determined, in the Debtor's sole discretion, to be the highest and best Qualified Offer, and (d) for purposes of evaluating bids at the Auction (if any) the bids of any party other than the Buyer shall be reduced by the amount of the Expense Reimbursement (as defined below), and (e) overbidding must take place and conclude at the Auction. At the conclusion of the Auction, and on the record kept at the Auction, and subject to this Court's approval at the Sale Hearing to be conducted following the Auction, the highest and best offer for the Purchased Assets (the "Successful Bid") shall be selected by the Debtors, in its sole discretion.

At the Sale Hearing, the Debtors will confirm the results of the Auction (if one is held) and request that the Court approve the Sale to the party submitting the Successful Bid (the "Successful Bidder").

Expense Reimbursement: In recognition of Buyer's expenditure of time, energy and resources in connection with the proposed Sale, the Court approved that Buyer will be entitled to a Expense Reimbursement (the "Expense Reimbursement") solely in the event that: the Agreement is terminated under any subsection of Section 10.6 of the Agreement other than subsections 10.6(a), (g) and (k).

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The Court approved that the amount of the Expense Reimbursement, if any, will be Sixty Thousand Dollars ($65,000). The Court also approved that, until the Expense Reimbursement to which Buyer is entitled, if any, is indefeasibly paid, such Expense Reimbursement will constitute an administrative claim against the Debtor's bankruptcy estate pursuant to Section 503(b) of the Bankruptcy Code with priority over all other administrative, priority and general unsecured claims. The Expense Reimbursement to which Buyer is entitled, if any, would be paid from the proceeds of the Sale (if such a sale occurs), free and clear of any lien or claim, and otherwise from the assets of the estates.

Sale Order: At the Sale Hearing, the Debtors will seek entry of a Sale Order providing relief related to the approval of the Sale, including but not limited to: (i) approving the Successful Bid and all related agreements, and authorizing the Debtors to perform any and all obligations thereunder and to consummate the Sale; (ii) approving the Sale as a valid transfer of the Purchased Assets for reasonably equivalent value; (iii) providing that the Sale of the Purchased Assets will be free and clear of all liens, claims, encumbrances and interests, including any claims that might be asserted under any contract, whether or not assumed by the Debtors, under applicable law; (iv) providing that the Successful Bidder is not a successor to the Debtors and, as such, shall not be subject to any successor liability; (v) approving the notice of the Sale and confirming that the Sale Procedures have been satisfied; (vi) enjoining parties from pursuing certain claims against the Successful Bidder in connection with the Sale; (vii) providing that the Successful Bidder is entitled to the protections of a good faith purchaser; and (viii) providing that the terms of the Sale Order and the Successful Bid will control, notwithstanding subsequent events or orders in the Debtor's case, including confirmation of a plan, conversion to a case under chapter 7 or dismissal of the Debtor's case.

Manufacturer Agreements. In order to effectuate the Sale, the Debtors must convey to the Buyer the Debtor's interest in the Manufacturers Dealer Sales and Service Agreement and related addendums and agreements (collectively, the "Manufacturers Agreements") and assign them to the Buyer. The Debtor does not expect the Manufacturers to withhold approval of the assignment, however, the Court can compel such assignment. In assuming the Manufacturers

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NOTICE OF SALE HEARING AUTHORIZING THE SALE OF ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS, (2) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND CERTAIN PROCEDURES REGARDING DEADLINES FOR OVERBIDS

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Agreements, the Seller will promptly cure defaults, if any, as required by Section 365(b) of the Bankruptcy Code, and will provide adequate assurance of future performance by the Buyer to whom the Manufacturers Agreements are being assigned

If one of the Manufacturers does not approve the Successful Bidder or such approval is not obtained within the timetable set forth in the APA or in the discretion of the Debtors, this matter can be put on before the Court on expedited notice to counsel for the Manufacturer(s) to determine whether Debtor's Dealer Agreement with the Manufacturer(s) is assumable and assignable to the Successful Bidder pursuant to the terms of 11 U.S.C. § 365(b) over the objection of the Manufacturer(s).

FOR COMPLETE DETAILS OF THE OVERBID PROCEDURE AND SALES PROCEDURES AND OTHER DETAILS OF THE SALE ANY INTERESTED PARTY SHOULD CONSULT THE MOTION.

Any party desiring a copy of the Motion, Memorandum of Points and Authorities, the Agreement, and Declaration of Lawrence Hart may review the file at the Court or contact the attorneys for the Debtor for a copy.

Anyone who wishes to oppose the Motion must do so in a writing that complies with the rules of practice and procedure before the United States Bankruptcy Court for the Central District of California, and pursuant to Local Bankruptcy Rule 9013-1(1)(g), and must ensure that such opposition is filed with the Court no later than fourteen (14) days prior to the hearing on the Motion. Any such opposition must also be served on counsel to the Debtor at the following address:

Michael S. Kogan
Ervin, Cohen & Jessup LLP
9401 Wilshire Boulevard
9th Floor
Beverly Hills, California 90212

and on the United States Trustee. Any opposition not so filed and served may be deemed to constitute consent to the relief requested in the Motion and a waiver of the right to be heard at the

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hearing on the Motion.

DATED: April 23, 2010

ERVIN COHEN & JESSUP LLP

By: /s/ Michael S. Kogan
Michael S. Kogan
Attorneys for Debtors

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In re: Orange County Motorsports Inc. Debtor(s).	CHAPTER: 11 CASE NUMBER: 2:09-bk-45902-BR

NOTE: When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 9401 Wilshire Boulevard, 9th Floor, Beverly Hills, California 90212

A true and correct copy of the foregoing document described as NOTICE OF SALE OF ESTATE PROPERTY will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On _____, 2010, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

☐ Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL(indicate method for each person or entity served)**:** On April 23, 2010, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed. *U.S. MAIL*

Hon. Barry Russell, U.S. Bankruptcy Court, 255 E. Temple St., #1660, Los Angeles, CA 90012

☐ Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____, 2010, I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

April 23, 2010	KIMBERLY ANTHONY	
Date	*Type Name*	*Signature*

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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.