

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number Amy L. Golman, State Bar No. 134088 Scott Lee, State Bar No. 204564 LEWIS, D'AMATO, BRISBOIS & BISGAARD LLP 221 N. Figueroa Street, Suite 1200 Los Angeles, CA 90012-2601 Tel: (213) 250-1800 Fax: (213) 250-7900	FOR COURT USE ONLY <div style="text-align: right;"> <p><b>COPY FILED</b></p> <p>02 APR -5 PM 2:58</p> <p>CLERK OF BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA</p> </div>
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
In re: JEFFREY BRIAN JOHNSON aka JEFFREY JOHNSON aka JEFFREY B. JOHNSON,  <div style="text-align: right;">Debtor(s).</div>	CASE NO.:  LA: 01-31843-SB

### NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: April 16, 2002	Time: 11:00 a.m.
Location: 255 East Temple Street, Ctrm 1575, Los Angeles, CA 90012	

Type of Sale:  Public     Private    Last date to file objections: \_\_\_\_\_

Description of Property to be Sold: SEE ATTACHMENT 1

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\_\_\_\_\_

Terms and Conditions of Sale: On an "as is" basis

\_\_\_\_\_

\_\_\_\_\_

Proposed Sale Price: \$75,000.00 plus subordination of \$100,000.00 claim for the stock; \$65,000.00 for the Hawaiian Condominium

Overbid Procedure (If Any): SEE ATTACHMENT 2

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e:mail address):

Amy L. Goldman, Esq.  
Lewis, D'Amato, Brisbois & Bisgaard LLP  
221 N. Figueroa Street, Suite 1200  
Los Angeles, CA 90012-2601  
Tel: (213) 250-1800 Fax: (213) 250-7900

Date: April 3, 2002

ATTACHMENT 1 (Description Of Properties To Be Sold)

- 1) All of the estate's right, title and interest (estimated to be approximately 50%) in certain shares of Ted Johnson Propane Company and/or such related entity (the "Stock").
  
- 2) All of the estate's right, title and interest (estimated to be approximately ¼ interest) in a condominium located at 500 Lunalilo Home Road, Apt. 17A, Honolulu, Hawaii (the "Hawaiian Condominium").

ATTACHMENT 2 (Overbid Procedures)

A. The Stock

1. Each party (including buyer Ted Johnson Propane Company ("TJPC")) must be present either physically or telephonically at the hearing on the Motion or represented by an individual or individuals with the authority to participate in the overbid process;

2. The bidding to acquire all of the estate's right, title and interest in the Stock shall begin at ninety-seven thousand five hundred dollars (\$97,500.00)<sup>1/</sup>, with overbids being made in minimal increments of two thousand five hundred dollars (\$2,500.00);

3. The successful bidder for the Stock ("Bidder 1") shall acquire all of the estate's right, title and interest in the Stock under the same terms and conditions as TJPC, save and except for the purchase price (assuming that Bidder 1 is not TJPC); and

4. In the event that Bidder 1 cannot consummate the acquisition of the Stock within the time period set forth in the Agreement, the Trustee shall be authorized to accept the offer made by the second highest bidder under the same terms and conditions as Bidder 1, save and except for the purchase price.

B. The Hawaiian Condominium

1. Each party (including buyer Julie Ceseña ("Ceseña")) must be present either physically or telephonically at the hearing on the Motion or represented by an individual or individuals with the authority to participate in the overbid process;

2. The bidding to acquire all of the estate's right, title and interest in the Hawaiian Condominium shall begin at seventy thousand dollars (\$70,000.00), with overbids being made in minimal increments of two thousand five hundred dollars (\$2,500.00);

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<sup>1/</sup> This figure was arrived at by increasing TJPC's offer of \$75,000.00 by 30% in order to take into account TJPC's proposed subordination of its \$100,000.00 claim in the within bankruptcy case as such subordination will enhance the distribution to general unsecured creditors.

3. The successful bidder for the Hawaiian Condominium ("Bidder 2")<sup>2/</sup> shall acquire all of the estate's right, title and interest in the Hawaiian Condominium under the same terms and conditions as Ceseña, save and except for the purchase price (assuming that Bidder 2 is not Ceseña); and

4. In the event that Bidder 2 cannot consummate the acquisition of the Hawaiian Condominium within the time period set forth in the Agreement, the Trustee shall be authorized to accept the offer made by the second highest bidder under the same terms and conditions as Bidder 2, save and except for the purchase price.

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<sup>2/</sup> Bidder 1 and Bidder 2 could potentially be the same person and/or entity.