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(SPACE BELOW FOR FILING STAMP ONLY)

Attorneys for Debtor and Debtor-in-Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, NORTHERN DIVISION

In re) BK No. ND 03-10770-RR
TWIN CITIES AVANTI STORES,) Chapter 11
L.L.C.,)
Debtor.) NOTICE OF MOTION FOR ORDER
AUTHORIZING DEBTOR AND DEBTOR-
IN-POSSESSION TO SELL REAL AND
PERSONAL PROPERTY; TO PAY COSTS
OF SALE; TO SATISFY DIRECTLY
FROM ESCROW OBLIGATIONS SECURED
BY THE PROPERTY, INCLUDING THE
UNDISPUTED PORTION OF THE CLAIM
OF LASALLE BANK, N.A.; AND TO
SELL THE PROPERTY FREE AND
CLEAR OF ALL OTHER LIENS AND
CLAIMS; FOR WAIVER OF
BANKRUPTCY RULE 6004(g)
Date: July 9, 2003
Time: 10:00 a.m.
Place: 1415 State Street
Courtroom 201
Santa Barbara, CA

TO THE UNITED STATES TRUSTEE, CREDITORS, ALL PARTIES
REQUESTING SPECIAL NOTICE AND OTHER PARTIES IN INTEREST:
PLEASE TAKE NOTICE that at the time and place set forth
above, Twin Cities Avanti Stores, L.L.C. ("Avanti") will move the

1 Honorable Robin Riblet, United States Bankruptcy Judge, for an
2 order authorizing it to:

3 1. Sell the improved real property of this estate and gas
4 station and convenience store located thereon, together with the
5 personal property and inventory situated on the site, and certain
6 contracts, permits, and the like appurtenant thereto located at
7 11151 Douglas Drive, Champlin, Minnesota, Hennepin County, to
8 Sohail & Bisma, Inc., a Minnesota corporation, for \$303,000 cash,
9 allocated \$288,000 to land and buildings and \$15,000 to non-
10 inventory personal property and equipment plus inventory at
11 seventy-five percent (75%) of Debtor's retail price except for
12 cigarettes, gasoline, and fountain beverages at Debtor's cost;
13 and

14 2. Sell the improved real property of this estate and gas
15 station and convenience store located thereon, together with the
16 personal property and inventory situated on the site, and certain
17 contracts, permits, and the like appurtenant thereto located at
18 8500 Lexington Avenue NE, Circle Pines, Minnesota, Anoka County,
19 to Salim Ali, an individual, for \$403,000 cash, allocated
20 \$384,000 to land and buildings and \$19,000 to non-inventory
21 personal property and equipment plus inventory at seventy-five
22 percent (75%) of Debtor's retail price except for cigarettes,
23 gasoline and fountain beverages at Debtor's cost; and

24 3. In connection with each of the sales referred to above,
25 the Debtor proposes to disburse the sale proceeds as follows:

26 (a) Usual and customary costs of sale.
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1 (b) All real and personal property taxes assessed
2 against the properties by the Hennepin County Tax Collector, the
3 Anoka County Tax Collector, or the State of Minnesota;

4 (c) The amount of \$15,000 in full satisfaction of
5 LaSalle Bank's security interest in the personal property (except
6 inventory held for sale) located at 11151 Douglas Drive,
7 Champlin, Minnesota;

8 (d) The amount of \$19,000 in full satisfaction of
9 LaSalle Bank's security interest in the personal property (except
10 inventory held for sale) located at 8500 Lexington Avenue NE,
11 Circle Pines, Minnesota;

12 (e) The amount payable by the buyers for the inventory
13 held for sale to Twin Cities Stores, Inc. ("Twin Cities") in full
14 satisfaction of Twin Cities' interest in said inventory;

15 (f) The remaining balance to LaSalle Bank in full
16 satisfaction of LaSalle Bank's security interest in the real
17 properties.

18 Overbid Procedures

19 4. Any party wishing to overbid on either or both of the
20 properties referred to above, shall deposit a cashier's check for
21 \$50,000, per property, made payable to Twin Cities Avanti Stores,
22 LLC, Debtor-in-Possession, with counsel for the Debtor at or
23 prior to the hearing.

24 5. The sales shall be upon the same terms and conditions as
25 set forth in the proposed sales to Sohail & Bisma, Inc. and Salim
26 Ali, memorialized in the Purchase Agreements attached to the
27 Motion as Exhibits C and E. If any of the contingencies of the
28 sales to Sohail & Bisma, Inc. and Salim Ali have been satisfied or

1 waived prior to the hearing on the Motion, any overbids shall be
2 subject to said waivers and satisfactions.

3 6. Minimum bid will be 10% of the proposed sale price for
4 each property.

5 7. Subsequent overbids will be set by the court.

6 8. Successful bidders shall open escrow within three
7 business days following the hearing. The \$50,000 cashier's check
8 referred to in paragraph 4 above shall be deposited into escrow
9 as a portion of the purchase price.

10 9. The \$50,000 cashier's check referred to in paragraph 4
11 above shall be forfeited by the successful bidder if escrow has
12 not been opened as set forth above or the sale does not close in
13 a timely manner through no fault of the seller.

14 For further particulars, please see the Motion on file with
15 the court or contact the undersigned. A copy will be provided
16 upon request.

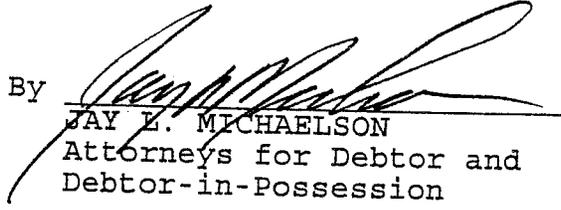
17 PLEASE TAKE FURTHER NOTICE that any party in interest
18 wishing to oppose the Motion shall file a written objection with
19 the court and serve the undersigned at the address set forth
20 above at least fourteen (14) days prior to the date of the
21 hearing and shall otherwise comply with Rule 9013-1(a)(7) of the

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1 Local Rules of the United States Bankruptcy Court for the Central
2 District of California.

3 DATED: May 28, 2003.

MICHAELSON, SUSI & MICHAELSON
A Professional Corporation

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7 BY 
8 JAY E. MICHAELSON
9 Attorneys for Debtor and
10 Debtor-in-Possession

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