

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  RON BENDER (SBN 143364), rb@lnbyb.com JACQUELINE L. JAMES (SBN 198838), jjj@lnbyb.com CARMELA T. PAGAY (SBN 195603), ctp@lnbyb.com LEVENE, NEALE, BENDER, YOO & BRILL L.L.P. 10250 Constellation Boulevard, Suite 1700 Los Angeles, California 90067 Telephone: (310) 229-1234 Facsimile: (310) 229-1244  <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtor and Debtor in Possession	FOR COURT USE ONLY
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<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION</b>	
In re:  ELVIN WARDELL MOON,    Debtor(s).	CASE NO.: 2:11-bk-14354-BR CHAPTER: 11   <p style="text-align: center;"><b>NOTICE OF SALE OF ESTATE PROPERTY</b></p>

<b>Sale Date:</b> 01/16/2013	<b>Time:</b> 10:00 am
<b>Location:</b> United States Bankruptcy Court, Courtroom 1668, 255 E. Temple Street, Los Angeles, California 90012	

**Type of Sale:**  Public  Private      **Last date to file objections:** 01/02/2013

**Description of property to be sold:** \_\_\_\_\_  
 210 W. Barraque Street, Pine Bluff, Arkansas  
 \_\_\_\_\_  
 \_\_\_\_\_

**Terms and conditions of sale:** See Purchase and Sale Agreement attached as Exhibit 1 hereto for complete terms and conditions.  
 \_\_\_\_\_  
 \_\_\_\_\_

**Proposed sale price:** \$ 10,000.00

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

Overbid procedure (if any): See Proposed Overbidding Procedures attached as Exhibit 2 hereto.

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

January 16, 2013 at 10:00 a.m., United States Bankruptcy Court  
Courtroom 1668, 255 E. Temple Street, Los Angeles, CA 90012

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Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Jacqueline L. James, Esq.  
Levene, Neale, Bender, Yoo & Brill L.L.P.  
10250 Constellation Boulevard, Suite 1700  
Los Angeles, CA 90012  
Telephone: (310) 229-1234  
Facsimile: (310) 229-1244  
Email: [jjj@lnbyb.com](mailto:jjj@lnbyb.com)

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Date: 12/21/2012

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

# Real Estate Contract (Commercial)



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Form Serial Number: 0867568001345229813

**1. PARTIES:** Harold and Karen Terry

(individually, or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from EW Moon and Sharon Moon (individually or collectively, the "Seller"), the real property described in Paragraph 2 of this Real Estate Contract (the "Property").

**2. ADDRESS AND LEGAL DESCRIPTION:**

- 210 W. Barraque Street, Jefferson County, Pine Bluff, Arkansas

- Block 20 Lot 001, Old Town Addition

**3. PURCHASE PRICE:** Buyer shall pay the following to Seller for the Property (the "Purchase Price")  
\$ Ten Thousand Dollars (10,000.00) payable as follows:

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**4. CONVEYANCE:** Unless otherwise specified, conveyance of the Property shall be made to Buyer by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY, UNLESS OTHERWISE SPECIFIED IN PARAGRAPH 17. IT IS THE RESPONSIBILITY OF THE BUYER TO INDEPENDENTLY VERIFY AND INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF MINERAL RIGHTS AND ANY LEGAL RAMIFICATIONS THEREOF.** Seller warrants and represents only signatures set forth below are required to transfer legal title to the Property. Seller also warrants and represents that Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed, free from any liens, leaseholds or other interests.

**5. TITLE INSURANCE:** Buyer and Seller understand that Listing Firm and Selling Firm are not licensed title insurance agents as defined by Arkansas law and do not and cannot receive direct or indirect compensation from any Closing Agent regarding the closing process or the possible purchase of title insurance by one or more of Buyer and Seller. Regardless of the policy chosen, Buyer and Seller shall have the right to choose their Closing Agent(s). Within three days of acceptance, Seller shall furnish to Buyer a commitment for an American Land Title Association (ALTA) owner's title insurance policy in the amount of the Purchase Price issued by a company of Seller's choice authorized to insure title to real property in the State of Arkansas and which company is reasonably acceptable to Buyer.

Where the title commitment shows special exceptions to title other than those standard exceptions contained in the ALTA commitment form, and where such special exceptions relate to restrictions, conditions, defects or other matters that would interfere with Buyer's use or adversely affect the value of the Property, then within Three days of delivery of the title commitment, Buyer shall deliver written notice thereof to Seller. Such notice shall state specifically those exceptions to which Buyer objects. All objections not specifically enumerated within such a timely delivered notice shall be deemed to be waived by Buyer.

Within Three days of Buyer's delivery of notice of objections to Seller, Seller may cure such objections or have the exceptions waived or removed by the title company issuing the commitment. If, within such Three day period, Seller fails to cure and/or waive such objections and exceptions, or within that period, Seller delivers written notice to Buyer that it will not so cure, then within Three days from delivery of such notice from Seller or the end of the period within which Seller may cure (whichever is applicable), Buyer shall have the option to:

- A. Terminate this Real Estate Contract by delivering written notice thereof to Seller, in which event all sums paid or deposited by Buyer shall be returned to Buyer; or
- B. Agree to purchase the Property as scheduled subject to such objections and exceptions with no reduction in the Purchase Price; or
- C. Agree to extend the Closing date for thirty days to give Seller additional time to cure such objections. If Buyer fails to deliver notice of termination or grant an extension of the Closing date within that period, the objections shall be deemed to be waived and the transaction shall close as scheduled.

Seller shall furnish the committed owner's title insurance policy as soon as practicable after Closing, and shall pay all expenses related to the owner's title insurance policy.

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**6. EARNEST MONEY:** Earnest money is in the amount of \$ \$500.00 ("Earnest Money") which shall apply toward Buyer's Purchase Price or transaction costs. If title requirements are not fulfilled or if those contingencies providing for an Earnest Money refund are not satisfied, Earnest Money shall be promptly refunded to Buyer. If Buyer fails to fulfill his obligations under this Real Estate Contract, or if after all conditions have been met Buyer fails to close this transaction, Earnest Money may, at the sole and exclusive option of Seller, be retained by Seller as liquidated damages. Alternatively, Seller may return Earnest Money and assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Buyer warrants, represents and acknowledges that the check tendered will be honored upon presentation to Buyer's bank, and that Buyer shall be in default of this Real Estate Contract if the check is not honored upon first presentation to Buyer's bank. Buyer understands that failure to tender Earnest Money as required by this Paragraph 6 shall constitute a breach of this Real Estate Contract. Buyer and Seller agree that in the event of any dispute concerning entitlement to Earnest Money, Listing Firm may interplead Earnest Money into a court of competent jurisdiction, and upon such interpleading of Earnest Money, both Listing Firm and Selling Firm shall be released from liability to Buyer and Seller. Listing Firm shall be reimbursed all costs and attorney's fees from the funds entered for interpleading.

- A. Earnest Money is tendered by Buyer in the form of  cash  check. If Earnest Money is tendered by check, it will be made payable to Listing Firm. Earnest Money will be deposited by Listing Firm no later than three (3) business days following the date this Real Estate Contract has been signed by Buyer and Seller.
- B. Earnest Money will be tendered by Buyer in the form of  cash  check. If Earnest Money is tendered by check, it will be made payable to Listing Firm. Earnest Money will be deposited by Listing Firm within three (3) business days following the date this Real Estate Contract has been signed by Buyer and Seller. (If Earnest Money is not to be tendered within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller, see Paragraph 17 for further explanation.)
- C. No Earnest Money will be tendered. References to Earnest Money in this Real Estate Contract shall not be applicable and are deemed deleted.

**7. NON-REFUNDABLE DEPOSIT** The Non-Refundable Deposit (Hereinafter referred to as the Deposit) is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this transaction. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal from market the aforementioned property in Paragraph 2.

The Deposit is not refundable to the Buyer unless failure to close is exclusively the fault of the Seller or if Seller cannot deliver marketable title to the Property. The Deposit will be credited to Buyer at closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding the Deposit. Buyer expressly acknowledges the Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be commingled with other monies of Seller, such sum not being held in an escrow, trust or similar account.

Buyer will pay to Seller the Deposit in the amount of \$ Zero

- A. Not Applicable
- B. Within \_\_\_\_\_ days following the date this Real Estate Contract has been signed by Buyer and Seller
- C. \_\_\_\_\_ Other: \_\_\_\_\_

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**8. SURVEY:** Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 8A of this Real Estate Contract, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any problems relative to any survey discrepancies that may exist or be discovered (or occur) after Closing.

- A. A new survey satisfactory to Buyer, certified to Buyer within thirty (30) days prior to Closing by a registered land surveyor,  showing property lines only  ALTA Certified Survey  showing all improvements, easements and any encroachments will be provided and paid for by:  
 Buyer  Seller  Equally split between Buyer and Seller.
- B. No survey shall be provided.
- C. Other

Specific Survey Requirements:

Should Buyer agree to accept the most recent survey provided by Seller, this survey is for information purposes only and Buyer will not be entitled to the legal benefits of a survey certified in Buyer's name

**9. PRORATIONS:** Taxes and special assessments due on or before Closing shall be paid by Seller. Any deposits on rental Property are to be transferred to Buyer at Closing. Insurance, general taxes and special assessments, rental payments and interest on any assumed loans shall be prorated as of Closing, unless otherwise specified herein.

**10. FIXTURES AND ATTACHED EQUIPMENT:** Unless specifically excluded herein, all fixtures and attached equipment, if any, are included in the Purchase Price.

**11. CLOSING:** Closing is the date and time at which Seller delivers the executed and acknowledged deed. Buyer and Seller agree the Closing date will be (month) Sept (day) 21, (year) 2012. The Closing date may be changed by written agreement of Buyer and Seller. If the sale is not consummated by the Closing date (or any written extension thereof), the parties shall have the remedies available to them in equity or at law, including the remedies available to them in Paragraph 6.

Buyer and Seller shall have the right to choose their Closing Agent(s) and are not relying on Listing Firm or Selling Firm to choose a Closing Agent. Should Buyer or Seller choose the services of a Closing Agent(s) other than Selling Firm or Listing Firm, then Buyer and Seller each jointly and severally agree to indemnify and hold Listing Firm and Selling Firm harmless for all intentional misconduct and negligent acts (including acts of omission) of the Closing Agent(s).

This Real Estate Contract shall serve as written closing instructions to the Closing Agent on behalf of the Buyer and Seller. The Closing Agent(s) is/are authorized to provide Seller's settlement statement to Listing Firm (in addition to Seller) and Buyer's settlement statement to Selling Firm (in addition to Buyer) prior to settlement so that Buyer, Seller, Listing Firm and Selling Firm shall have a reasonable opportunity to review prior to Closing.

Buyer and Seller shall each have the right to request that title insurer(s), if any, issue closing protection, to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Listing Firm and Selling Firm strongly advise Buyer and Seller to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

Unless otherwise agreed by Buyer and Seller, transaction costs will be paid by the party indicated below.

**Seller:**

- Title Examination or search fees
- Premium for owner's title insurance policy
- Preparation of conveyance documents One-half of escrow fees
- One-half of documentary stamps
- Other charges as customarily paid by Seller
- IRS Notification form

**Buyer:**

- Recording fees
- Premium for mortgagee's title insurance policy
- Preparation of loan documents
- One-half of escrow fees
- One-half of documentary stamps
- Other charges customarily paid by Buyer

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**12. POSSESSION:** Possession of the Property shall be delivered to Buyer. (Check one)

- A. Upon the Closing (Seller's delivery of executed and acknowledged Deed).
- B. Other, as follows:

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**13. SELLER PROPERTY DISCLOSURE:** (Check one)

- A. Buyer and Seller acknowledge that upon the authorization of Seller either Selling Firm or Listing Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract. The written disclosure prepared by Seller is dated (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are warranted to be true, correct, and complete to Seller's knowledge.
- B. Buyer hereby requests Seller to provide a written disclosure about the condition of the Property that is true and correct to Seller's knowledge within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the disclosure within the three (3) business days, Buyer may declare this Real Estate Contract null and void, with Buyer to receive a refund of the Earnest Money (if any). If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared null and void by Buyer, with Buyer to receive a refund of the Earnest Money (if any). Receipt of this disclosure neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract.
- C. Although a disclosure form may have been completed (or can be completed) by Seller, Buyer has neither received nor requested and does not desire from Seller a written disclosure concerning the condition of the Property prior to the execution of this Real Estate Contract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract. **BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.**
- D. Buyer understands no disclosure form is available and will not be provided by Seller. **BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT**

**14. ENVIRONMENTAL REPRESENTATION:** Seller hereby represents to Buyer that to Seller's knowledge (unless otherwise disclosed herein):

- A. The Property is not the subject of any judicial or administrative notice or action relating to hazardous waste or environmental contamination;
- B. Seller has received no notice of any claim or violation of any law or regulation having to do with environmental protection;
- C. No hazardous or toxic substances have been stored, processed, or disposed of on the Property during the period that Seller has owned the Property; and
- D. No underground storage tanks are located on the Property.

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### 15. TERMITE CONTROL REQUIREMENTS: (Check one)

- A. None
- B. Seller shall provide prior to Closing, at Seller's expense, a current termite control policy issued by a licensed operator, satisfactory to Buyer

### 16. BUYER'S DISCLAIMER OF RELIANCE:

A. BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING. BUYER CERTIFIES BUYER HAS NOT AND WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, YEAR BUILT, SIZE (INCLUDING WITHOUT LIMITATION THE SQUARE FEET IN IMPROVEMENTS LOCATED ON THE PROPERTY), QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER.

LISTING FIRM AND SELLING FIRM CANNOT GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING FIRM AND SELLING FIRM STRONGLY URGE STATUS OF TITLE TO THE PROPERTY, CONDITION OF PROPERTY, SQUARE FOOTAGE OF IMPROVEMENTS, QUESTIONS OF SURVEY AND ALL OTHER REQUIREMENTS OF BUYER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED BY BUYER OR A REPRESENTATIVE CHOSEN BY BUYER.

B. IN THE EVENT THAT THE INSPECTION, REPAIR AND SURVEY ADDENDUM IS USED, BUYER AGREES TO SIGN PAGE 4 OF THE INSPECTION, REPAIR AND SURVEY ADDENDUM PRIOR TO CLOSING IF BUYER ACCEPTS THE CONDITION OF THE PROPERTY AND INTENDS TO

### 17. OTHER:

Any earnest money to be escrowed with local title company, Not Dee Herring Real Estate.

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**18. CONTINGENCIES:** Buyer's offer to purchase the Property is expressly contingent upon Buyer's satisfaction of the contingencies checked below within the deadline indicated for each contingency. Buyer shall notify Seller in writing when the contingencies are satisfied. If Buyer fails to provide such written notice before the indicated deadline that a contingency checked below has been satisfied, then this Real Estate Contract shall be void and the Earnest Money shall be refunded to Buyer, and Buyer and Seller shall have no further obligation to each other.

Contingencies (check all that apply):

- A. Obtain satisfactory financing, in Buyer's sole discretion, within 30 days after acceptance.
- B. Obtain satisfactory results of a feasibility study, in Buyer's sole discretion, within \_\_\_\_\_ days after acceptance.
- C. Obtain satisfactory results of a Property inspection, in Buyer's sole discretion, within \_\_\_\_\_ days after acceptance.
- D. Obtain satisfactory results of an environmental report, in Buyer's sole discretion, within \_\_\_\_\_ days after acceptance.
- E. Obtain satisfactory rezoning, platting, re-platting, or zoning verification, in Buyer's sole discretion, within \_\_\_\_\_ days after acceptance.
- F. \_\_\_\_\_  
within \_\_\_\_\_ days after acceptance.
- G. \_\_\_\_\_  
within \_\_\_\_\_ days after acceptance.
- H. \_\_\_\_\_  
within \_\_\_\_\_ days after acceptance.

Additional requirements related to any of above contingencies:

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## 19. AGENCY: (Check one)

- A. LISTING FIRM AND SELLING FIRM REPRESENT SELLER:** Buyer acknowledges that Listing Firm and Selling Firm and all licensees associated with those entities are the agents of Seller and that it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from Buyer, Selling Firm, which may be the same as Listing Firm, verbally disclosed that Selling Firm represents Seller.
- B. LISTING FIRM REPRESENTS SELLER AND SELLING FIRM REPRESENTS BUYER:** Buyer and Seller acknowledge that Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Listing Firm are employed by, represent, and are responsible to Seller. All licensees associated with Selling Firm are employed by, represent, and are responsible to Buyer. Buyer acknowledges Selling Firm verbally disclosed that Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed that Selling Firm represents Buyer.
- C. LISTING FIRM AND SELLING FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER:** Seller and Buyer hereby acknowledge and agree that Listing and Selling Firm are the same and all licensees associated with Listing and Selling Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and that Listing/Selling Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer agree:
  - (i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Buyer and Seller agree Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price Buyer is willing to pay that is higher than that offered in writing.
  - (ii) by selecting this option 19C, Buyer and Seller acknowledge that when Listing/Selling Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Firm.
  - (iii) to waive any claim now or hereafter arising out of any conflicts of interest from Listing/Selling Firm representing both parties. Buyer and Seller acknowledge Listing/Selling Firm verbally disclosed that Listing/Selling Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.
- D. SELLING FIRM REPRESENTS BUYER (NO LISTING FIRM):** Seller acknowledges that Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and that it is Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact, Selling Firm verbally disclosed that Selling Firm represents Buyer. Any reference to "Listing Firm" in this Real Estate Contract will be considered to mean Selling Firm, both Buyer and Seller acknowledging that all real estate agents involved in this Real Estate Contract only represent Buyer.

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**20. RISK OF LOSS:** If prior to Closing of this transaction the improvements on the Property shall be destroyed or materially damaged by fire or other casualty, this Real Estate Contract, at the option of Buyer shall be null and void. If Buyer shall elect, in the event of such loss, that the Real Estate Contract shall be performed, Buyer shall be entitled to the proceeds of insurance applicable to the loss for use in repairing said loss.

Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.

**21. GOVERNING LAW:** This Real Estate Contract shall be governed by the laws of the State of Arkansas.

**22. MERGER CLAUSE:** This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm.

**23. ASSIGNMENT:** This Real Estate Contract may not be assigned by Buyer unless written consent of Seller is obtained, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.

**24. ACCEPTANCE:** The term "acceptance" as used herein shall mean the later of the two dates on which this Real Estate Contract is signed by Seller or Buyer, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties hereto. If any date or deadline provided for herein falls on Saturday, Sunday, or a holiday, the applicable date shall be the next business day.

**25. TIME:** Buyer and Seller agree time is of the essence with regard to all times and dates set forth in this Real Estate Contract. Unless otherwise specified, days as it appears in this Real Estate Contract shall mean calendar days. Further, all times and dates set forth in this Real Estate Contract refer to Arkansas Central time and date.

**26. ATTORNEY'S FEES:** litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 26) that all prevailing parties shall be entitled to an award of their respective costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.

**27. COUNTERPARTS:** This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

**28. FIRPTA COMPLIANCE, TAX REPORTING:** Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with the FIRPTA and all other applicable laws. Buyer and Seller agree that nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045-4) to (i) be the "reporting person" under state and federal tax laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Agreement shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.

**29. EXPIRATION:** This Real Estate Contract expires if not accepted in writing by Seller on or before (month) Aug. (day) 22<sup>nd</sup> (year) 2012 at 5:00  (a.m.)  (p.m.).

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Form #ARA15, Rev. 110110

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THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2012.

FORM SERIAL NUMBER: 0867568001345229813

The above Real Estate Contract is executed by Buyer on  
(month) AUG. (day) 17, (year) 2012, at 4:00  (a.m.)  (p.m.).

### Dee Herring Real Estate

Selling Firm

Signature: Donna "Dee" Herring

*Donna "Dee" Herring*

Signature: [Signature]

*Harold Terry*

Printed Name: Donna "Dee" Herring

Principal or Supervising Broker

Printed Name: Harold Terry

Buyer

Signature: Donna "Dee" Herring

*Donna "Dee" Herring*

Signature: \_\_\_\_\_

Printed Name: Donna "Dee" Herring

Selling Agent

Printed Name: Karen Terry

Buyer

The above Real Estate Contract is executed by Seller on  
(month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_  (a.m.)  (p.m.).

### Dee Herring Real Estate

Listing Firm

Signature: Donna "Dee" Herring

*Donna "Dee" Herring*

Signature: \_\_\_\_\_

Printed Name: Donna "Dee" Herring

Principal or Supervising Broker

Printed Name: EW Moon

Seller

Signature: Donna "Dee" Herring

*Donna "Dee" Herring*

Signature: \_\_\_\_\_

Printed Name: Donna "Dee" Herring

Listing Agent

Printed Name: Sharon Moon

Seller

The above offer was  rejected  counter offered (Form Serial Number \_\_\_\_\_)  
on (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_  (a.m.)  (p.m.).

Seller's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

## GENERAL ADDENDUM TO REAL ESTATE CONTRACT 0867568001345229813

1. Buyers acknowledge that: (a) they has been advised that the Seller Elvin W. Moon is a debtor in possession in a Chapter 11 bankruptcy case (Case No. 2:11-bk-14354-BR) pending in the United States Bankruptcy Court for the Central District of California Los Angeles Division (the "Bankruptcy Court"); (b) they have been advised that Seller Sharon Moon is not in bankruptcy; (c) the acceptance of the offer made by Buyers (the "Offer") to Elvin W. Moon and Sharon Moon (the "Sellers") and the purchase and sale of the real property described in the Offer (the "Property") is subject to the Bankruptcy Court's approval; (d) the Court may require further marketing of the Property; and (e) the sale of the Property will be subject to overbidding (i.e. the opportunity for others to make higher and better offers). The Offer once accepted by the Sellers will be referred to herein as the "Purchase Agreement".)
2. Notwithstanding anything that may be otherwise reflected in the Purchase Agreement, the sale shall be "as-is" and "where is" with no warranties or representations or recourse whatsoever. If any state or local ordinance laws require that the Property be brought into compliance, the Buyers, at their sole expense, shall comply with and pay for, such requirements. The Buyers acknowledge that they are each familiar with the Property and that the Buyers have previously viewed the Property.
3. Notwithstanding anything that may be otherwise reflected in the Offer, the Buyers shall have a due diligence contingency period as described in Paragraph 4 of this General Addendum. Once that period expires, the sale of the Property will be without any further contingencies of the Buyers with the exception of the financing contingency (if any) described in Paragraph 18 of the Offer.
4. The Buyers, at their sole expense, shall have until September 10, 2012 at 5:00 p.m. (the "End of the Due Diligence Period"), to conduct and obtain the results of all investigations, appraisals, and tests and complete all due diligence which the Buyers believe to be required with respect to the purchase of the Property. At any time prior to and including the End of the Due Diligence Period, the Buyers may advise the Sellers in writing of their election to withdraw from, or terminate, the Purchase Agreement and receive a full refund of their Earnest Money (the "Due Diligence Contingency").
5. In the event that the Buyers fail to tender such a writing to the Sellers informing the Sellers of Buyers' election to withdraw from, or terminate, the Purchase Agreement, by the End of the Due Diligence Period, the Due Diligence Contingency will be considered waived, and the Initial Deposit shall become non-refundable unless the Bankruptcy Court fails to approve the sale of the Property to the Buyers.

6. As soon as practically possible following the removal or waiver of the Due Diligence Contingency (described in Paragraph 4 above) and of any financing contingency (referenced in Paragraph 18 of the Offer), or sooner at Sellers' option, the Sellers shall file a motion with the Bankruptcy Court on regular (21-day) notice to creditors seeking the entry of an order of the Bankruptcy Court approving the Purchase Agreement and authorizing the purchase and sale of the Property to Buyers.
7. Notwithstanding anything that may be otherwise reflected in the Purchase Agreement, the Buyers and the Sellers agree that the closing of escrow shall occur by no later than fifteen (15) calendar days following the entry of an order of the Bankruptcy Court approving the purchase and sale of the Property to Buyers. In the event that Buyers are unable to close escrow within fifteen (15) calendar days after the entry of the Sale Order, the Buyers shall be required to pay the Sellers one hundred fifty dollars (\$50.00) per day for the extension of the closing deadline for up to ten (10) calendar days. Thereafter, the Seller shall have absolute discretion to both terminate the Purchase Agreement and escrow and retain the liquidated damages described in this Purchase Agreement, or to provide another extension.
8. The Sellers may decline, at their option, to consummate the sale of the Property for any reason, including without limitation: (a) the dismissal or closure of the bankruptcy case; (b) the conversion of the Debtor's Chapter 11 case to Chapter 7 or Chapter 13; (c) the inability to subordinate liens on the Property to the expenses of administration; (d) the inability to obtain approval of the sale by the Bankruptcy Court; or (e) the inability to sell the Property free and clear of liens. The Sellers reserve the right, in their sole discretion, to determine not to consummate, and to terminate, the sale of the Property by serving a notice of such intention to terminate the Purchase Agreement on the Buyers.
9. No liability or obligations shall accrue to the estate or to the Sellers, either personally or in their capacity as Trustees of their bankruptcy estate, as a result of any such termination. The Buyers' sole remedy, in the event that escrow fails to close as a result of Sellers' inability to close escrow or decision to terminate the Purchase Agreement, shall be a refund of the Earnest Money in full.
10. In the event that the Bankruptcy Court does not approve the Purchase Agreement and/or the purchase and sale of the Property to Buyers, the Purchase Agreement shall be considered null and void.
11. Notwithstanding anything otherwise reflected in the Offer, in the event that the Buyers fail to perform by reason of the Buyers' default, Sellers shall be entitled to: (1) retain the Earnest Money, (2) retain any fees earned under this Purchase Agreement as a result of Buyers' failure to close escrow on time as required by this Agreement, and (3) retain and/or receive an three percent (3%) of the Purchase Price in addition to the foregoing all as liquidated damages.
12. At Sellers' option, the Bankruptcy Court shall have jurisdiction to interpret and enforce the terms of the Purchase Agreement.

DEE HERRING REAL ESTATE

Signature: Dee Herring Date: 9/5/12

Printed Name: Donna "Dee" Herring  
Principal Broker

Signature: Harold D Terry Date: 9/5/12

Printed Name: Harold Terry  
Buyer

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Buyer

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: EW Moon  
Seller

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Sharon Moon  
Seller

This General Addendum, upon its execution by both parties, incorporates by reference all provisions of the above referenced Real Estate Contract not expressly modified herein.

FROM

DEE HERRING REAL ESTATE

Signature: *Dee Herring* Date: 9/5/12

Printed Name: Donna "Dee" Herring  
Principal Broker

Signature: *Harold Terry* Date: 9/5/12

Printed Name: Harold Terry  
Buyer

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Buyer

Signature: *EW Moon* Date: 9/12/12

Printed Name: EW Moon  
Seller

Signature: *Sharon Moon* Date: 9/12/12

Printed Name: Sharon Moon  
Seller

This General Addendum, upon its execution by both parties, incorporates by reference all provisions of the above referenced Real Estate Contract not expressly modified herein.

**PROPOSED OVERBID PROCEDURES FOR PURCHASE OF**

**210 W. BARRAQUE STREET, PINE BLUFF, ARKANSAS**

1. Anyone interested in submitting an overbid with respect to the purchase of the Property must attend the hearing on the Motion or be represented by an individual at the hearing (either in person or telephonically) with authority to participate in the overbid process.

2. An overbid will be defined as an initial bid of \$12,000 (the "Initial Overbid") or higher with each additional overbid to be in \$1,000 increments.

3. Overbidders, except for the Stalking Horse Bidder, must deliver to the Debtor's attorneys, Levene, Neale, Bender, Yoo & Brill LLP, Attention Jacqueline L. James, by **5:00 p.m.** (Pacific Time) **on January 11, 2013:**

a. a written offer to purchase the Property for the amount of the Initial Overbid or higher;

b. a cashier's check made payable to "Elvin Wardell Moon, debtors and debtors in possession" in the amount of \$2,000 (the "Deposit") and

c. a preauthorization letter from a lending institution, a bank statement showing available cash, or other evidence of the financial wherewithal of the overbidder to purchase the Property for the amount of the overbid.

4. Overbidders must offer to purchase the Property pursuant to the same terms and conditions as the Stalking Horse Bidder or better.

5. The Deposit of the Successful Bidder will be forfeited if such party is thereafter unable to complete the purchase of the Property within 30 days of the entry of the order approving and authorizing the sale.

6. In the event the Successful Bidder cannot timely complete the purchase of the Property, the Debtor shall be authorized to proceed with the sale to the next highest overbidder.

7. If there are any qualified overbidders, an auction of the Property shall be held during the hearing on the Motion (on **January 16, 2013 at 10:00 a.m.**) at which time the Court shall determine the highest and best bid for the Property.

## 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:  
10250 Constellation Boulevard, Suite 1700, Los Angeles, California 90067

A true and correct copy of the foregoing document entitled: **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 stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 12/21/2012, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (date) \_\_\_\_\_, I served the following persons and/or entities at the last known addresses 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 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.

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) 12/21/2012, I served the following persons and/or entities by personal delivery, overnight mail service, 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, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Hon. Barry Russell  
Roybal Federal Building  
255 E. Temple Street, #1660  
Los Angeles, CA 90012

Service information continued on attached page

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

12/21/2012  
Date

Katie Finn  
Printed Name

/s/ Katie Finn  
Signature

In re Moon/2:11-bk-14354-BR

NOTICE OF SALE OF ESTATE PROPERTY

CONTINUED PROOF OF SERVICE

VIA NEF

- Ron Bender rb@lnbyb.com
- Jonathan S Dabbieri dabbieri@sullivanhill.com,  
hill@sullivanhill.com;mcallister@sullivanhill.com;stein@sullivanhill.com;vidovich@sul  
livanhill.com
- Todd S Garan ecfcacb@piteduncan.com
- Jacqueline L James jlj@lnbyb.com
- Stuart I Koenig Skoenig@cmkllp.com
- Elan S Levey elan.levey@usdoj.gov, lousa.lin@usdoj.gov
- Ron Maroko ron.maroko@usdoj.gov
- Christopher M McDermott ecfcacb@piteduncan.com
- Krikor J Meshefejian kjm@lnbrb.com
- Mark A Olson molson@archernorris.com
- Cassandra J Richey cmartin@pprlaw.net
- Ramesh Singh claims@recoverycorp.com
- Lindsey L Smith lls@lnbyb.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Gilbert B Weisman notices@becket-lee.com
- Beth Ann R Young bry@lnbyb.com