| Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address | FOR COURT USE ONLY |
|---|---|
| Daniel A. Lev (CA Bar No. 129622)<br>dlev@sulmeyerlaw.com<br>SulmeyerKupetz, A Professional Corporation<br>333 South Hope Street, 35th Floor<br>Los Angeles, CA 90071<br>Telephone: 213.626.2311<br>Facsimile: 213.629.4520<br><br>☐ *Individual appearing without attorney*<br>☒ *Attorney for:* Howard M. Ehrenberg, Chapter 7 Trustee | |

**UNITED STATES BANKRUPTCY COURT**
**CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION**

| In re: | CASE NO.: 2:11-bk-42068-ER<br>CHAPTER: 7 |
|---|---|
| HASSEN IMPORTS PARTNERSHIP, a California limited partnership,<br><br>Debtor(s). | **NOTICE OF SALE OF ESTATE PROPERTY** |

| **Sale Date:** September 11, 2013 | **Time:** 10:00 a.m. |
|---|---|
| **Location:** 255 East Temple Street, Los Angeles, California 90012, Courtroom "1568" | |

**Type of Sale:** ☒ Public ☐ Private **Last date to file objections:** August 28, 2013

**Description of property to be sold:** 298 N. Azusa Avenue, West Covina, California 91791 (See Attachment)

**Terms and conditions of sale:** $7,750,000, cash, subject to qualified overbids (See Attachment)

**Proposed sale price:** $7,750,000, cash (See Attachment)

DLEV\ 2406355.1 8/20/2013 (11:01 AM) 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 Attachment

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

September 11, 2013
10:00 a.m.
255 East Temple Street
Courtroom "1568"
Los Angeles, California 90012

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

Daniel A. Lev, Esq.
**Sulmeyer**Kupetz, A Professional Corporation
333 South Hope Street, 35th Floor
Los Angeles, California 90071
Telephone: 213.626.2311

Date: August 21, 2013

## Bidding Procedures

### A. Properties Available for Sale

Howard M. Ehrenberg (the "Trustee"), the duly appointed, qualified, and acting Chapter 7 Trustee for the estate of the debtor Hassen Imports Partnership, a California limited partnership (the "Debtor"), intends to move for an order approving the sale (the "Sale") of the estate's interest in the following real properties:

1. 2000 E. Garvey Avenue South, West Covina, 91791 (the "Ford Property"), 1932 E. Garvey Avenue South, West Covina, California 91791 (the "Chevrolet Property"), and 1900 E. Garvey Avenue South, West Covina, California 91791 (the "Hummer Property") (the Ford Property, the Chevrolet Property, and the Hummer Property are collectively referred to herein as the "Auto-Mall Property")
2. 2539 E. Garvey Avenue North, West Covina, California 91791 (the "Mazda Property")
3. 298 N. Azusa Avenue, West Covina, California 91791 (the "Chrysler Property")
4. 137 W. San Bernardino Road, Covina, California 91723 (the "Fabrication Shop Property")
5. 777 E. Edna Place, Covina, California 91723 (the "Storage Lot Property")
6. 141 W. Geneva Place, Covina, California 91791 (the "Collision Center Property")
7. 129-137 W. Orange Street, Covina, California 91791 (the "Orange Street Property")
8. 401 N. Citrus Avenue, Covina, California 91791 (the "Gas Station Property")

The Auto-Mall Property, the Mazda Property, and the Chrysler Property are collectively referred to as the "Dealership Properties". The Fabrication Shop Property, the Storage Lot Property, the Collision Center Property, the Orange Street Property, and the Gas Station Property are collectively referred to as the "Non-Dealership Properties". The Dealership Properties and Non-Dealership Properties are collectively referred to as the "Properties".

The Properties will be sold free and clear of certain known and unknown liens, claims, interests, or encumbrances which may be asserted against the Properties prior to or at the Sale Hearing (as defined below), with such liens, claims, interests, or encumbrances, if any, attaching to the net sales proceeds in the same manner and with the same effect, if any, under applicable federal and state law. The Properties are being sold on an "as is" "where is" basis, with no warranties, recourse, contingencies or representations of any kind, except as may be provided for in the definitive purchase agreements for the Properties. The Trustee also will seek an order (i) confirming the Sale to the designated buyer or to the highest bidder appearing at the hearing, (ii) authorizing the Trustee to execute any and all documents that may be necessary to consummate the Sale, (iii) determining that the Successful Bidder (as defined below) is entitled to 11 U.S.C. § 363(m) protection, and (iv)

waiving the fourteen (14) day stay prescribed by Rule 6004(h) of the Federal Rules of Bankruptcy Procedure.

B. Bidding Procedures Applicable To Individual Sales Of Dealership Properties and Non-Dealership Properties

i. Sale Motion

The Trustee contemplates filing a motion seeking approval of the initial bid (the "Initial Bid") (where a stalking horse buyer has been selected and identified) (the "Sale Motion") by no later than August 21, 2013, which is twenty-one (21) days prior to September 11, 2013 (the "Sale Date"), the date reserved by the Court for a hearing on the Sale Motion. Concurrently upon filing the Sale Motion, the Trustee will cause to be served upon all interested parties the order setting forth the court-approved bidding procedures (the "Bidding Procedures Order"), the Sale Motion, and other exhibits deemed appropriate by the Trustee.

ii. Sale

a. Continued Marketing and Access to Information

Through the Sale Date, the Trustee will continue to solicit interest in the Dealership Properties and Non-Dealership Properties and provide information to prospective bidders (each a "Potential Bidder") through his employed real estate brokers, CBRE, Inc. ("CBRE") and Jones Lang LaSalle Americas, Inc. ("JLL"). In order to participate in the process, a Potential Bidder will be provided reasonable access to the Dealership Properties and Non-Dealership Properties, as well as the Trustee's due diligence materials and virtual data room in order to conduct due diligence on the Properties. The Trustee's professionals will also be available to answer any questions regarding the information in the due diligence materials or other reasonably requested information.

b. Bidding Process

The Trustee shall use commercially reasonable good faith efforts to (i) determine whether any entity or person is a Qualified Bidder (as defined below), (ii) coordinate the efforts of Qualified Bidders in conducting their respective due diligence investigations regarding the Dealership Properties and Non-Dealership Properties, (iii) receive bids from Qualified Bidders, (iv) negotiate any bid made in connection with the purchase/sale of the Dealership Properties and Non-Dealership Properties, and (v) conduct an Auction, if necessary (collectively, the "Bidding Process"). Any entity or person who wishes to participate in the Bidding Process must be a Qualified Bidder. The Trustee shall not be obligated to furnish any information of any kind whatsoever relating to the Dealership Properties and Non-Dealership Properties to any Potential Bidder, as defined below, who fails first to satisfy parts "(a)" and "(b)" of the definition below of Qualified Bidder (defined below). The Trustee shall have the right to adopt such other rules for the Bidding Process that are not materially inconsistent with any of the provisions of the respective purchase agreements, these Bidding Procedures, or any Bankruptcy Court order that, in the Trustee's

sole judgment, promote a fair, open, and competitive Bidding Process. Any such adoption shall be stated on the record of the Auction.

c. Qualified Bidders and Bid Deadline

A Qualified Bidder that desires to make a bid shall deliver by mail, hand delivery or facsimile a written copy of its bid, such that the bid is received by the Trustee and his counsel of record by not later than 3:00 p.m. (PST), two (2) Business Days prior to the Sale Hearing (the "Bid Deadline"). Only Qualified Bidders that have submitted Qualified Bids prior to the Bid Deadline (as it may be extended in compliance with these Bidding Procedures) shall be entitled to bid at the Sale Hearing. The Trustee may extend the Bid Deadline once or successively, but is not obligated to do so. If the Trustee extends the Bid Deadline, he shall promptly notify all Potential Bidders of the extension. If no Qualified Bid (other than that of any designated stalking horse bidder) has been received by the Trustee by the Bid Deadline, the identified stalking horse bidder shall be deemed the successful bidder (the "Successful Bidder"), there shall be no Auction and the Trustee shall use commercially good faith efforts to seek approval of the sale at the Sale Hearing.

d. Participation Requirements

Unless otherwise ordered by the Court for cause shown or in the Trustee's good faith business judgment, to participate in the Bidding Process, each Potential Bidder must deliver the following (unless previously delivered) to the Trustee:

(i) An executed confidentiality agreement in form and substance satisfactory to the Trustee; and

(ii) The most current audited and latest unaudited financial statements (collectively, the "Financials") of the Potential Bidder, or such other evidence reasonably acceptable to the Trustee of the Potential Bidder's ability to fully and timely perform if its bid were to be accepted by the Trustee and approved by the Bankruptcy Court.

A "Qualified Bidder" is a Potential Bidder (a) that delivers the documents described in subparagraphs "(i)" and "(ii)" above, prior to or simultaneous with the submission of a bid, (b) whose Financials or other evidence of financial wherewithal demonstrate, to the Trustee's reasonable satisfaction, the Potential Bidder's financial capability to fully and timely consummate a transaction regarding the acquisition of the respective property, and (c) that submits a competing bid on the same terms as those set forth in the respective purchase agreement or on other terms such that, in either case, following the closing of the transaction contemplated by such competing bid, the Trustee shall receive: (i) cash consideration payable to the Trustee at closing in an amount that is not less than the identified Initial Bid plus the minimum incremental bid, and (b) remains subject to Bankruptcy Court approval (a bid that satisfies this subpart "(b)" being a "Minimum Competing Offer"); and (c) whose bid is accompanied by a good faith cash or cash equivalent deposit (the "Good Faith Deposit").

Each Qualified Bidder must disclose all of its pre-petition and post-petition relationships with other bidders, the Trustee, major creditors or equity security holders of Hassen Imports Partnership and/or any of its partners, officers, directors, or agents. Only a Qualified Bidder is entitled to bid at the Auction. City Ventures, LLC ("City Ventures") is deemed to be a Qualified Bidder. Each Potential Bidder, whether a Qualified Bidder or not, and its affiliates or joint venturers, shall be deemed to have submitted to the exclusive jurisdiction of the Bankruptcy Court with respect to all matters relating to their bids, the Auction, and the purchase/sale of the Dealership Properties and Non-Dealership Properties.

e. Minimum Competing Offer Amounts and Good Faith Deposits

The following are the minimum bid and good faith deposit amounts for each Minimum Competing Offer:

| Property | Minimum Competing Offer | Deposit |
|---|---|---|
| Auto-Mall Property | $16,750,000 | $750,000 |
| Chrysler Property | $7,750,000 | $250,000 |
| Mazda Property | $4,250,000 | $100,000 |
| Fabrication Shop Property | $6,179,250 | $1,000,000 |
| Storage Lot Property | $2,100,000 | $400,000 |
| Collision Center Property | $2,378,250 | $500,000 |
| Orange Street Property | $420,000 | $200,000 |
| Gas Station Property | $210,000 | $100,000 |

f. Due Diligence

To obtain due diligence access, each Qualified Bidder must direct its request in writing by mail or facsimile to the Trustee, who shall coordinate all reasonable requests for additional information and due diligence access from Qualified Bidders. The Trustee, to the extent available without any duty of inquiry and discovery, will use commercially reasonable good faith efforts to afford each Qualified Bidder such additional due diligence information requested by such Qualified Bidder as the Trustee determines to be reasonable and appropriate. Upon request, the Trustee shall deliver (unless previously delivered) to any Qualified Bidder copies of all documents delivered to any other Qualified Bidder. The Trustee shall not be obligated to furnish any due diligence information after the Bid Deadline (as defined below), and no conditions relating to the completion of due diligence shall be permitted to exist after the Bid Deadline. Furthermore, the Trustee expressly disclaims (i) any representation, warranty, covenant, guaranty, agreement or assurance as to any materials provided to any Qualified Bidder as contemplated herein, including, without limitation, any representation or warranty as to the accuracy or completeness of any such materials, and (ii) any liability of whatsoever kind and nature with respect to the materials provided to any Qualified Bidder as contemplated herein. A Qualified Bidder who submits a Minimum Competing Offer does so with the knowledge that it conducted, or had the opportunity to conduct, its due diligence prior to the Sale Hearing.

g. Bid Requirements

A bid is a written irrevocable offer from a Qualified Bidder stating that such Qualified Bidder is prepared to close upon a competing bid (i) upon the terms and conditions substantially in the form set forth in the respective purchase agreement, marked to show those amendments and modifications to the respective purchase agreement that the Qualified Bidder proposes, in form and substance acceptable to the Trustee, or (ii) on such other terms (other than the terms relating to a designated stalking horse bidder's rights to any Expense Reimbursement) as may be set forth in the bid documents, in form and substance acceptable to the Trustee (in either case, including such amendments and modifications made at the Sale Hearing as may be acceptable to the Trustee, the "Marked Agreement").

A bid (as evidenced by the Marked Agreement and any related documentation) will constitute a Qualified Bid only if such bid:

(a) is not conditioned on obtaining financing or any internal approval, or on the outcome or review of due diligence (such Qualified Bid may, however, be subject to the accuracy in all material respects at the closing of specified representations and warranties or the satisfaction in all material respects at the closing of specified conditions, none of which shall be more burdensome than those set forth in the respective purchase agreement);

(b) is irrevocable through the conclusion of the Sale Hearing;

(c) does not request or entitle the bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment;

(d) acknowledges and represents that the bidder (i) has conducted, or had the opportunity to conduct, its due diligence with respect to the respective property and the transaction structure set forth in the respective purchase agreement, (ii) in making its bid, has relied solely on its own independent review, investigation and/or inspection of same, and (iii) did not rely on any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied or by operation of law or otherwise regarding same, or the completeness of any information provided in connection therewith at the Sale Hearing, except as expressly stated in the Marked Agreement or these Bidding Procedures; and

(e) fully discloses the identity of each entity that will be bidding or otherwise participating in connection with such bidding, and all terms of any such participation that, in the reasonable business judgment of the Trustee, are relevant to such bid.

A bid received from a Qualified Bidder before the Bid Deadline that meets the above requirements shall constitute a "Qualified Bid" provided, however, that the Trustee may

request that a Qualified Bidder amend its bid to address any failure to comply with any of the requirements listed in this paragraph.

h. "As Is, Where Is"

Except as otherwise provided in the respective purchase agreements or the Marked Agreement, as the case may be, the sale of the Dealership Properties and Non-Dealership Properties shall be on an "as is, where is" basis and without representations or warranties of any kind, nature or description by the Trustee. Except as otherwise provided in any Marked Agreement, all of the Trustee's right, title and interest in the Dealership Properties and Non-Dealership Properties shall be sold, subject to approval by order of the Bankruptcy Court entered after the Sale Hearing, free and clear all liens, claims, adverse claims of ownership, and other interests (collectively, "Encumbrances"), other than those permitted or arising under the respective purchase agreements representing Conditions of Title, in accordance with, among other provisions, Sections 105, 363, 365, 1123 and/or 1129 of the Bankruptcy Code, with such Encumbrances (other than the Encumbrances representing or in connection with the Conditions of Title), if any, to attach to the net proceeds of the sale with the same priority as existed with respect to the Dealership Properties and Non-Dealership Properties.

i. Auction

If any Qualified Bid (other than those of City Ventures) is received by the Bid Deadline, then the Trustee shall conduct the Auction at the Sale Hearing for the right to become the Successful Bidder. If no Qualified Bid, other than those of City Ventures, is received by the Bid Deadline, then the Trustee will not conduct the Auction and at the Sale Hearing shall designate City Ventures' bids as the Successful Bids for the purposes of these Bidding Procedures. At least one (1) business day prior to the date of the Sale Hearing, the Trustee shall (i) notify all Qualified Bidders of the Qualified Bid that, as determined in the Trustee's sole discretion, constitutes the highest or otherwise best Qualified Bid (the "Baseline Bid"), and (ii) deliver to Qualified Bidders a copy of each Qualified Bid that he has received. The Auction shall commence on September 11, 2013, at 10:00 a.m., and shall take place in Courtroom "1568" of the United States Bankruptcy Court, Central District of California, 255 E. Temple Street, Los Angeles, California 90012, or such other time or place as the Trustee may direct in writing to all Qualified Bidders.

The Auction shall be conducted in accordance with the following procedures: (i) only the Trustee and his counsel, CBRE, JLL, City Ventures, and other Qualified Bidders (and their advisors) who have timely submitted Qualified Bids will be permitted to attend the Auction, (ii) only a Qualified Bidder who has submitted a Qualified Bid will be eligible to participate in the Auction, (iii) all Qualified Bidders must be present at the Auction in person or through a qualified representative, (iv) unless specified by the Trustee, no Qualified Bidder will be permitted more than thirty (30) minutes to respond to the previous bid, and (v) any Qualified Bidder who is absent from the Auction for more than thirty (30) consecutive minutes while the Auction is in progress is presumed to have affirmatively withdrawn from the Auction. A record of the proceedings at the Auction shall be recorded

by a certified court reporter, and a transcript of such proceedings shall be made available by the Trustee to any party in interest, upon request.

At the Auction, Qualified Bidders (including City Ventures) will be permitted to increase their bids. The bidding shall start at the amount of the Baseline Bids. The Trustee shall announce prior to each subsequent round of bidding the minimum incremental overbids. All bids at the Auction shall be made on the record. As the Auction proceeds, the Trustee, in consultation with his financial and legal advisors, shall review each Qualified Bid on the basis of its financial and contractual terms and the factors relevant to the transaction process and the best interests of the estate of the Debtor, including those factors affecting the speed and certainty of consummating the transaction, and immediately prior to the conclusion of the Auction (i) identify the Successful Bid, and (ii) identify the next highest or otherwise best offer after the Successful Bid (the "Next Highest Bid"). The Trustee reserves the right to request additional financial information from a Qualified Bidder if deemed reasonably necessary to evaluate the ability of the Qualified Bidder to consummate the contemplated transaction.

The following are the minimum incremental bids for each property once a Minimum Competing Offer and Baseline Bid has been received:

| Property | Minimum Incremental Bid |
|---|---|
| Auto-Mall Property | $100,000 |
| Chrysler Property | $50,000 |
| Mazda Property | $50,000 |
| Fabrication Shop Property | $30,000 |
| Storage Lot Property | $10,000 |
| Collision Center Property | $10,000 |
| Orange Street Property | $2,000 |
| Gas Station Property | $1,000 |

If the bidder identified by the Trustee as the Next Highest Bidder agrees to maintain its status as a back-up bidder, then it also must agree that its Next Highest Bid will remain irrevocable and subject to acceptance by the Trustee, and the Trustee will retain its Good Faith Deposit, until the earlier of (i) the closing and effectiveness of the transaction contemplated in the Successful Bid, or (ii) five (5) Business Days following the termination of the Marked Agreement evidencing the Successful Bid. If the bidder initially identified by the Trustee as the Next Highest Bidder does not agree to such terms, then the Trustee, in his sole discretion, may identify the next highest or otherwise best bid as the Next Highest Bid, and may continue to do so until such a bidder who has submitted such a bid agrees to become the Next Highest Bidder.

j. Acceptance of Successful Bid

In the event that an Auction is held, the Trustee intends to enter into the transaction contemplated by the respective purchase agreement or by the Marked Agreement, as applicable, with the Successful Bidder, whether such entity is City Ventures, or another

Qualified Bidder. The Trustee and the Successful Bidder shall close the transactions contemplated by the respective purchase agreements (or the applicable Marked Agreement) in the manner set forth in the respective purchase agreements (or the applicable Marked Agreement). In the event that the Successful Bidder fails to close the transactions contemplated in the respective purchase agreement (or the applicable Marked Agreement), then the Trustee shall be authorized to close with the Next Highest Bidder without notice to any other party or further court order. If the Trustee decides to close with the Next Highest Bidder, the Trustee and the Next Highest Bidder shall have an additional fifteen (15) calendar days to close.

k. Return of Good Faith Deposit

The Good Faith Deposits of all Qualified Bidders shall be held by the Trustee in one or more interest-bearing escrow accounts or, with respect to those of City Ventures, in a manner consistent with the City Ventures purchase agreements and these Bidding Procedures, but shall not become property of the Debtor's estate absent further order of the Bankruptcy Court or pursuant to the terms and conditions of the City Ventures purchase agreements (or the applicable Marked Agreement). Good Faith Deposits made by Qualified Bidders, other than those made by the Successful Bidder and any Next Highest Bidder who agrees to maintain its status as a back-up bidder, together with any and all interest that may have accrued thereon, shall be returned to such Qualified Bidder within fifteen (15) Business Days following the conclusion of the Auction. If the Successful Bidder (or a Next Highest Bidder who agrees to maintain its status as a back-up bidder) timely closes by the closing date set forth in the respective purchase agreement or, if applicable, a Marked Agreement, then its Good Faith Deposit shall be credited towards the amount due at closing. If the Successful Bidder (or a Next Highest Bidder who agrees to maintain its status as a back-up bidder) fails to timely close by the closing date set forth in the respective purchase agreement or, if applicable, a Marked Agreement, then its Good Faith Deposit shall be disposed of as provided in the respective purchase agreement or such Marked Agreement.

l. Modifications

The Trustee may extend or alter any deadline contained herein if it will better promote the goals of the Bidding Process. At or before the Sale Hearing, the Bankruptcy Court or the Trustee may impose such other terms and conditions as it may determine to be in the best interests of the Debtor's estate, its creditors and other parties in interest.

C. Bidding Procedures Applicable To Aggregate Sales Of Dealership Properties And Non-Dealership Properties

At the conclusion of the Auction of the Dealership Properties and Non-Dealership Properties on a parcel-by-parcel basis, the Trustee shall offer the Dealership Properties and Non-Dealership Properties as two separate aggregate sales to Qualified Bidders. Therefore, except where noted below, the foregoing Bidding Procedures shall govern the separate aggregate bids for the Dealership Properties and Non-Dealership Properties.

i. Minimum Competing Offer Amount and Good Faith Deposit for Non-Dealership Properties

The minimum competing aggregate offer (the "Minimum Competing Aggregate Offer") for the Non-Dealership Properties shall be $11,287,500 ($6,179,250 for the Fabrication Shop Property + $2,100,000 for the Storage Lot Property + $2,328,250 for the Collision Center Property + $420,000 for the Orange Street Property + $210,000 for the Gas Station Property). The Good Faith Deposit for an aggregate bid for the Non-Dealership Properties shall be $2,200,000 ($1,000,000 for the Fabrication Shop Property + $400,000 for the Storage Lot Property + $500,000 for the Collision Center Property + $200,000 for the Orange Street Property + $100,000 for the Gas Station Property). In the event the total gross amount of sales proceeds for the Non-Dealership Properties exceeds $11,287,500 after the conclusion of the individual Auction sales, the minimum incremental aggregate bid for the Non-Dealership Properties shall be no less than $110,000 over the aggregate amount of sales proceeds.

ii. Minimum Competing Offer Amount and Good Faith Deposit for Dealership Properties

The Minimum Competing Aggregate Offer for the Dealership Properties shall be $28,750,000 ($16,750,000 for the Auto-Mall Property + $7,750,000 for the Chrysler Property + $4,250,000 for the Mazda Property). The Good Faith Deposit for an aggregate bid for the Dealership Properties shall be $1,100,000 ($750,000 for the Auto-Mall Property + $250,000 for the Chrysler Property + $100,000 for the Mazda Property). In the event the total gross amount of sales proceeds for the Dealership Properties exceeds $28,750,000 after the conclusion of the individual Auction sales, the minimum incremental aggregate bid for the Dealership Properties shall be no less than $200,000 over the aggregate amount of sales proceeds.

D. Subsequent Bidding At Conclusion Of Aggregate Sales Of Non-Dealership Properties

If, at the conclusion of the Aggregate Sales of the Non-Dealership Properties, the Trustee deems the Aggregate Offer for the Non-Dealership Properties to be the highest and best offer, the Successful Bidders for the Non-Dealership Properties on a parcel-by-parcel basis shall be afforded the opportunity to overbid the Successful Aggregate Bidder on a parcel-by-parcel basis in accordance with the established Minimum Incremental Bids. Bidding shall continue until there are no more bids, at which time the Trustee will seek approval of the Aggregate Bid or the parcel-by-parcel bids as the Successful Bid(s).

E. Subsequent Bidding At Conclusion Of Aggregate Sales Of Dealership Properties

If, at the conclusion of the Aggregate Sales of the Dealership Properties, the Trustee deems the Aggregate Offer for the Dealership Properties to be the highest and best offer, the Successful Bidders for the Dealership Properties on a parcel-by-parcel basis shall be afforded the opportunity to overbid the Successful Aggregate Bidder on a parcel-by-parcel

basis in accordance with the established Minimum Incremental Bids. Bidding shall continue until there are no more bids, at which time the Trustee will seek approval of the Aggregate Bid or the parcel-by-parcel bids as the Successful Bid(s).

F. Closing Requirements Of Successful Aggregate Bidder For Dealership Properties And/Or Non-Dealership Properties

If an Aggregate Offer for the Dealership Properties and/or the Non-Dealership Properties is accepted by the Trustee and approved by the Court, and the Successful Bidder is delayed in closing or cannot close as to a particular parcel of property (for whatever reason) the Successful Aggregate Bidder shall be required to timely close on the other properties which are the subject of the Aggregate Offer in the manner set forth in the respective purchase agreements (or the applicable Marked Agreement).

G. Contact Information

Any interested parties may contact the following for further information:

Daniel A. Lev, Esq.
dlev@sulmeyerlaw.com
**Sulmeyer**Kupetz
A Professional Corporation
333 South Hope Street, Thirty-Fifth Floor
Los Angeles, California 90071-1406
Telephone: 213.626.2311
Facsimile: 213.629.4520

# 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: 333 South Hope Street, Thirty-Fifth Floor, Los Angeles, California 90071

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*) August 21, 2013, 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:

- James H Broderick — City of West Covina — Jbroderick@ssd.com, stephen.owens@ssd.com, christopher.petersen@ssd.com, juanita.vasquez@ssd.com, jordan.kroop@ssd.com
- Howard Camhi — Dighton America, Inc. — hcamhi@ecjlaw.com, kanthony@ecjlaw.com
- Carol Chow — Hassen Imports Partnership — CChow@Stutman.com
- Donald H Cram — Courtesy NEF — dhc@severson.com
- Howard M Ehrenberg (TR) — Chapter 7 Trustee — ehrenbergtrustee@sulmeyerlaw.com, ca25@ecfcbis.com;C123@ecfcbis.com
- Marina Fineman — Hassen Imports Partnership — mfineman@stutman.com
- Ben G Gage — Courtesy NEF — bgage@cookseylaw.com
- Kim P. Gage — Corepointe Capital Finance LLC — kgage@cookseylaw.com
- Lauren N Gans — West Covina Ford — lgans@shensonlawgroup.com
- Barry S Glaser — Los Angeles County Treasurer & Tax Collector — bglaser@swjlaw.com
- Robert P Goe — Robert P. Goe — kmurphy@goeforlaw.com, rgoe@goeforlaw.com, mforsythe@goeforlaw.com
- Marsha A. Houston — Courtesy NEF — mhouston@reedsmith.com
- Jordan A Kroop — Courtesy NEF — jordan.kroop@squiresanders.com, karen.graves@squiresanders.com, jordan.kroop@squiresanders.com, kimberly.hutchison@squiresanders.com
- Daniel A Lev — Howard M. Ehrenberg, Chapter 7 Trustee — dlev@sulmeyerlaw.com, asokolowski@sulmeyerlaw.com
- Halvor R Melom — United States of America, IRA — halvor.r.melom@irscounsel.treas.gov
- Susan I Montgomery — Dighton America, Inc. — susan@simontgomerylaw.com
- Michael S Neumeister — Hassen Imports Partnership — mneumeister@stutman.com
- Aram Ordubegian — Courtesy NEF — ordubegian.aram@arentfox.com
- Christine M Pajak — Hassen Imports Partnership — cpajak@stutman.com
- Lisa M Peters — Chrysler Realty Corporation — lisa.peters@kutakrock.com
- Christopher J Petersen — City of West Covina — cjpetersen@blankrome.com
- Gary Prudian — Courtesy NEF — gprudian@manningleaver.com
- Christopher O Rivas — Howard M Ehrenberg (TR) — crivas@reedsmith.com
- Jonathon Shenson — West Covina Ford — jshenson@shensonlawgroup.com
- Cathy Ta — City of Covina, CA — cathy.ta@bbklaw.com, Arthur.Johnston@bbklaw.com, lisa.spencer@bbklaw.com

- John N Tedford — Courtesy NEF — jtedford@dgdk.com
  danninggill@gmail.com
- United States Trustee (LA) — ustpregion16.la.ecf@usdoj.gov
- Helen H Yang — City of West Covina — hyang@ssd.com
- Hatty K Yip — United States Trustee (LA) — hatty.yip@usdoj.gov

☐ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**
On (*date*) August 21, 2013, 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.

The Honorable Ernest Robles
U.S. Bankruptcy Court
Bin outside of Chambers for Courtroom "1568"
255 East Temple Street
Los Angeles, CA 90012

☐ 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*) _____, 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.

☐ 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.

| August 21, 2013 | Denise Walker | /s/ Denise Walker |
|---|---|---|
| *Date* | *Printed Name* | *Signature* |

DLEV\ 2406355.1 8/21/2013 (3:50 PM) This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.