

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>AARON E. DE LLEEST (State Bar No. 216832) adeleest@dgdgk.com DANNING, GILL, DIAMOND & KOLLITZ, LLP 1900 Avenue of the Stars, 11th Floor Los Angeles, California 90067-4402 Telephone (310) 277-0077 Facsimile (310) 277-5735</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Brad D. Krasnoff, Chapter 7 Trustee</p>	<p>FOR COURT USE ONLY</p>
---	---------------------------

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

<p>In re:</p> <p>NORBERTO CUELLAR,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 2:15-bk-26000-ER CHAPTER: 7</p> <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
---	--

<p>Sale Date: 04/05/2016</p>	<p>Time: 10:00 am</p>
<p>Location: Courtroom 1568, 255 E. Temple Street, Los Angeles, California 90012</p>	

Type of Sale: Public Private **Last date to file objections:** 03/22/2016

Description of property to be sold: all of the Trustee's right, title and interest in a parcel of real property commonly known as 1010 E. Washington Blvd., Pasadena, California 91104, subject to a commercial lease dated March 2, 2010.

Terms and conditions of sale: The terms and conditions of the sale are memorialized in the Purchase and Sale Agreement, attached hereto as Exhibit "1". Without limitation, the sale is as-is and where-is with no warranty or recourse. There are no contingencies except for Court approval. The sale is subject to a commercial lease dated March 2, 2010.

Proposed sale price: \$ 530,000.00

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): Overbids must delivered to the Trustee on the signed overbid form attached to the Trustee's sale motion at or prior to the hearing on the motion. A deposit in the amount of \$53,000 is required. Any person tendering an overbid must also sign an environmental indemnity agreement in the form attached to the Trustee's sale motion. The minimum initial overbid amount shall be \$540,000 with subsequent bids in increments of \$1,000.

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

April 5, 2016
10:00 a.m.
Courtroom 1568
255 E. Temple Street
Los Angeles, California 90012

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

Aaron E. de Leest, Esq.
adeleest@dgd.com
Danning, Gill, Diamond & Kollitz, LLP
1900 Avenue of the Stars, 11th Floor
Los Angeles, California 90067
Telephone: (310) 277-0077
Facsimile: (310) 277-5735

Date: 03/15/2016

EXHIBIT 1

PURCHASE AND SALE AGREEMENT

This agreement is intended to set forth a contract for the purchase by Samer N. Rabadi (the "Buyer") from Brad D. Krasnoff, Chapter 7 Trustee (the "Trustee") for the estate of Norberto Cuellar (the "Seller"), of the parcel of commercial real property commonly known as 1010 E. Washington Blvd., Pasadena, California 91104, Assessor's Parcel No. 5740-002-029 (the "Property"). When executed below, this agreement (the "Counter-Offer") will constitute conclusive evidence of the contract for the sale and purchase of the Property and replace in its entirety the "Commercial Property Purchase Agreement and Joint Escrow Instructions" dated February 5, 2016 (collectively the "Offer"), and any oral or written negotiations prior to or since then.

1. The purchase price for the Property shall be \$530,000. The initial deposit shall be \$53,000 (10% of the purchase price). A cashier's check in that sum, along with an executed copy of this Counter-Offer, shall be delivered to the Seller and made payable to "Brad D. Krasnoff, the Chapter 7 trustee" upon acceptance of this Counter-Offer by the Buyer. Escrow instructions corresponding to the terms of this agreement shall be signed by the parties within five (5) business days after the date of execution of this agreement. First American Title Company (4 First American Way, Santa Ana, California 92707) shall serve as escrow and title company.

2. The Buyer understands that the Seller is a Trustee appointed to administer a bankruptcy estate. The Seller has not and will not inspect the Property or determine its condition, fitness or use for any particular purposes. The sale shall be "as is" and "where is" with no warranty or recourse whatsoever, free and clear of all liens, claims and interests, except as set forth in paragraph 6. Transfer of the Property shall be by Trustee's Quitclaim Deed. It is acknowledged that Mr. Krasnoff is a party to this agreement solely in his capacity as Trustee. The Buyer may assign this agreement to another, but the Buyer shall be responsible for any breach of this agreement by the assignee.

3. The Buyer shall have twenty-one (21) calendar days from the date of execution hereof to perform and complete all contingencies, inspections, investigations, financing, tests and reviews of reports and complete all due diligence which the Buyer believes to be required for the purchase of the Property, including but not limited to any geological or soil tests and zoning (the "Due Diligence Date") at Buyer's cost. The Buyer at the end of the due diligence period may advise the Seller in writing of his election to withdraw from this agreement and receive a full refund on the deposit; otherwise, silence shall be deemed acceptance. The Seller shall file a motion to confirm this sale with the Bankruptcy Court for the Central District of California (the "Bankruptcy Court") after expiration of the Due Diligence Date. The Buyer acknowledges that sale of the Property is subject to notice to creditors, entry of an order approving the sale by the Bankruptcy Court, and higher and better bids through and including the hearing to approve the sale. Payment of any and all real estate broker's commissions is also subject to notice to creditors and approval by the Bankruptcy Court. The closing shall take place not more than thirty (30) but not less than fifteen (15) calendar days after the date of entry of the order approving the sale.

4. The Buyer shall sign an environmental indemnity agreement in a form acceptable to the Trustee, which will be provided to the Buyer within seven (7) calendar days of opening escrow and to be approved by the Buyer by the Due Diligence Date.

5. The Trustee shall seek a determination that the Buyer is a good faith purchaser for purposes of 11 U.S.C. § 363(m) and the Buyer shall cooperate and provide evidence to the Trustee to support such a determination. The sale is not contingent upon the Trustee obtaining a good faith determination under 11 U.S.C. § 363(m).

6. The Seller shall convey and the Buyer shall accept the marketable title to the Property that will be insured by First American Title Company, or other title company of the Seller's choice, without material exception including free and clear of all liens, subject only to the terms of the within contract of sale and the commercial lease between the Debtor and the Buyer dated March 2, 2010 (the "Lease"). The Seller shall pay the costs of the policy of title insurance. The Buyer shall be free to assign this contract to another, but in that event the Buyer shall remain liable hereunder in the event that the assignee for any reason fails to perform. The Buyer, as the tenant under the Lease, waives any damages or cure rights.

7. All allowable assessments and real property taxes shall be prorated through the closing date to the applicable accounts of the Seller and the Buyer. The sale shall be free and clear of all real property taxes enforceable against the Property through the date of closing of the sale. Escrow fees shall be split between the Buyer and the Seller, and the Seller shall pay any real property transfer tax.

8. The Buyer shall be responsible for all governmental requirements, including compliance with local ordinances, zoning and permits.

9. The Seller is represented by Derrick Paine, and Associates (the "Seller's Brokers"). The Buyer is also represented by Derrick Paine, and Associates (the "Buyer's Broker"). The Seller's Broker and the Buyer's Broker are collectively referred to as the "Brokers." At the closing of the sale, subject to Court approval, the Seller will pay a real estate broker's commission aggregating 6% of the net price of the Property to the Brokers as follows: 3.0% to Derrick Paine, and Associates as the Seller's Broker; 3.0% to Derrick Paine, and Associates as the Buyer's Broker. No commission shall be due or payable except from the cash proceeds of an actual sale of the Property to the Buyer.

10. In the event of any material change in the condition of the Property from the date of acceptance of this Counter-Offer, if the Buyer demands repair of any actual damage to the property, the Seller may, at his sole option, elect to terminate this agreement, make repairs at the estate's expense, assign any insurance proceeds for the Property or credit the cost of repair into escrow.

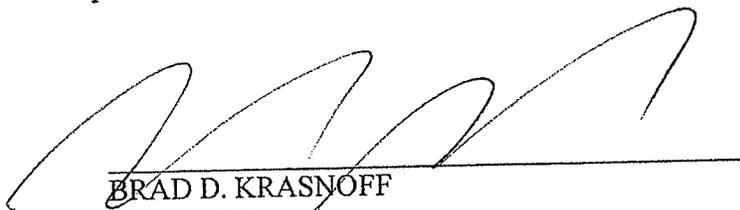
11. The Buyer's sole remedy in the event that escrow fails to close as a result of the Seller's inability to close escrow shall be a refund of the deposit in full. In the event the Buyer fails to perform by reason of the Buyer's default, the deposit of \$53,000 may be retained by the Seller as liquidated damages without further legal action.

 [Buyers' initials]

12. The Bankruptcy Court for the Central District of California shall have jurisdiction to interpret and enforce the terms of this agreement. This agreement shall be construed pursuant to the laws of the State of California and the United States Bankruptcy Code.

13. This Counter-Offer shall expire if not accepted on or before close of business on February 17, 2016.

DATED: February 16, 2016



BRAD D. KRASNOFF
Chapter 7 Trustee

“SELLER”

AGREED AND ACCEPTED:

DATED: February 17, 2016



SAMER N. RABADI
“BUYER”