

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address DAVID B. GOLUBCHIK (SBN 185520) EVE H.KARASIK (SBN 155356) JEFFREY S. KWONG (SBN 288239) DBG@LNBYB.com, EHK@LNBYB.com; JSK@LNBYB.com LEVENE, NEALE, BENDER, YOO & BRILL L.L.P. 10250 Constellation Boulevard, Suite 1700 Los Angeles, California 90067 <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtor	FOR COURT USE ONLY
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UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION	
In re: LIBERTY ASSET MANAGEMENT CORPORATION, Debtor(s).	CASE NO.: 2:16-bk-13575-TD CHAPTER: 11 NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 11/04/2016 (Sale hearing date, see below for Auction details).	Time: 11:00 am
Location: 255 E. Temple St., Courtroom 1345 Los Angeles, CA 90012	

Type of Sale: Public Private **Last date to file objections:** 10/21/2016

Description of property to be sold:

Real property and improvements located at (i) 1020 S. Baldwin Avenue, Arcadia, CA (APN 5778-006-010) (the "Baldwin Property") and (ii) 652 Fairview Avenue, Arcadia, California (APN 5778-006-005) (the "Fairview Property" and collectively with the Baldwin Property, the "Property"), along with assumption and assignment of the lease relating to the Property between Arcadia Pacific Investments, LLC and AMF Bowling Centers, Inc. dated March 31, 1999.

Terms and conditions of sale:

Auction to be held on October 21, 2016 at 10:00 a.m. at the offices of Debtor's counsel at the address noted above. Please see Exhibits "1" (Notice) and "2" (Bid Procedures) hereto for detailed information.

Proposed sale price: \$ 13,500,000.00

Overbid procedure (if any): Stalking Horse Bidder is TT Investment Los Angeles Fund I, LLC with \$13,500,000 bid. The initial bid increment is \$600,000 for an overbid of \$14,100,000, with \$50,000 incremental bids at Auction. Alternative Bids are due October 12, 2016. See Exhibit "2" attached hereto (Bid Procedures).

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

November 4, 2016 at 11:00 a.m.
United States Bankruptcy Court, Central District of California, Los Angeles Division
Courtroom 1345
255 East Temple Street
Los Angeles, California

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

Lulu Knowlton -- Keller Williams Realty, 2701 Ocean Park Blvd., #140, Santa Monica, CA 90405
Email: luluknowlton@kwrealty.com, luluxu518@yahoo.com; Tel: (310) 774-3886.

Date: 09/19/2016

EXHIBIT “1”

1 DAVID B. GOLUBCHIK (SBN 185520)
2 EVE H. KARASIK (SBN 155356)
3 JEFFREY S. KWONG (SBN 288239)
4 LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.
5 10250 Constellation Boulevard, Suite 1700
6 Los Angeles, California 90067
7 Telephone: (310) 229-1234; Facsimile: (310) 229-1244
8 Email: dbg@lnbyb.com, ehk@lnbyb.com, jsk@lnbyb.com.

6 Attorneys for Chapter 11 Debtor
7 and Debtor in Possession

8 **UNITED STATES BANKRUPTCY COURT**

9 **CENTRAL DISTRICT OF CALIFORNIA**

10 **LOS ANGELES DIVISION**

12 In re) Case No. 2:16-bk-13575-TD
13)
14 LIBERTY ASSET MANAGEMENT) Chapter 11
15 CORPORATION,)
16 Debtor.) **NOTICE OF (I) AUCTION AND (II)**
17) **HEARING ON MOTION FOR ENTRY OF**
18) **AN ORDER APPROVING (1) SALE OF**
19) **REAL PROPERTY FREE AND CLEAR**
20) **OF INTERESTS; AND (2) ASSUMPTION**
21) **AND ASSIGNMENT OF UNEXPIRED**
22) **REAL PROPERTY LEASE**
23) Auction Date:
24) DATE: October 21, 2016
25) TIME: 10:00 a.m.
26) PLACE: Levene, Neale, Bender Yoo
27) & Brill L.L.P.
28) 10250 Constellation Blvd., 17th Fl.
) Los Angeles, California 90067
) Sale Hearing Date:
) DATE: November 4, 2016
) TIME: 11:00 a.m.
) PLACE: Courtroom 1345
) 255 East Temple Street
) Los Angeles, California
)

1 **PLEASE TAKE NOTICE** that an auction (“Auction”) has been scheduled for **October**
2 **21, 2016 at 10:00 a.m. (Pacific)**, at the offices of counsel for Liberty Asset Management
3 Corporation, the debtor and debtor in possession in the above-captioned chapter 11 case (the
4 “Debtor”), Levene, Neale, Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd., 17th Floor,
5 Los Angeles, California, 90067, for the sale of the real property and improvements located at (i)
6 1020 S. Baldwin Avenue, Arcadia, CA (APN 5778-006-010) (the “Baldwin Property”) and (ii)
7 652 Fairview Avenue, Arcadia, California (APN 5778-006-005) (the “Fairview Property” and
8 collectively with the Baldwin Property, the “Property”) free and clear of all liens, claims and
9 interests. The Property is subject to the lease between Arcadia Pacific Investments, LLC and
10 AMF Bowling Centers, Inc. dated March 31, 1999 (the “Existing Lease”) and the Existing Lease
11 shall be assigned to the successful bidder at the Auction.

12 **PLEASE TAKE FURTHER NOTICE** that the Debtor has entered into that certain *Asset*
13 *Purchase Agreement*, as amended (the “APA”)¹ between the Debtor and TT Investment Los
14 Angeles Fund I, LLC (“TT Investment” or the “Buyer”) for the purchase of the Property and
15 assignment of the Existing Lease subject to overbid at the Auction. TT Investment is the stalking
16 horse bidder for the sale of the Property and the stalking horse bid amount is \$13,500,000. The
17 initial overbid increment for the sale of the Property is \$600,000 for an initial Alternative Bid of
18 \$14,100,000. Only parties that have submitted qualified Alternative Bids (as defined in the Bidding
19 Procedures Order) by no later than October 12, 2016 at 5:00 p.m. (prevailing Pacific Time) (the “Bid
20 Deadline”) may bid at the Auction. Any party that wishes to take part in this process and submit a bid
21 for the Property and the Existing Lease must submit their competing bid prior to the Bid Deadline and
22 in accordance with the Bidding Procedures Order. The Bidding Procedures Order is available upon
23 written request to Debtor’s counsel, whose contact information is listed in the upper left hand corner
24 of the first page of this Notice.

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27 ¹ Certain terms of the APA were amended by the *Order Granting Debtor’s Notice of Motion and Motion for*
28 *Entry of an Order Approving Bidding Procedures for Sale of Real Property and Improvement and*
Assumption and Assignment of Lease entered on September 13, 2016 [Doc. No. 214] (the “Bidding Procedures
Order”).

1 **PLEASE TAKE FURTHER NOTICE** that a hearing has been scheduled for **November**
2 **4, 2016 at 11:00 a.m. (Prevailing Pacific Time)** before the Honorable Thomas B. Donovan,
3 United States Bankruptcy Judge for the Central District of California, Los Angeles Division, in
4 Courtroom 1345 located at 255 East Temple Street, Los Angeles, California, on the following
5 motion (“Motion”)² filed by the Debtor:

6 **MOTION FOR ENTRY OF AN ORDER: (A) APPROVING SALE OF**
7 **PROPERTY FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS;**
8 **(B) APPROVING ASSUMPTION AND ASSIGNMENT OF EXISTING**
9 **LEASE; (C) ALLOWING SECURED CLAIM; AND (D) GRANTING**
10 **RELATED RELIEF; MEMORANDUM OF POINTS AND AUTHORITIES;**
11 **DECLARATION OF LAWRENCE PERKINS IN SUPPORT THEREOF**

12 **PLEASE TAKE FURTHER NOTICE** that the Motion requests the entry of an order:

13 (A) finding that the notice given by the Debtor in connection with the sale of the
14 Property and related requested relief, and the hearing on the Motion is adequate, sufficient, proper
15 and complies with all applicable provisions of the Bankruptcy Code, Federal Rules of Bankruptcy
16 Procedure, and Local Bankruptcy Rules for the United States Bankruptcy Court for the Central
17 District of California;

18 (B) authorizing the Debtor to sell the Property and improvements to the Buyer (or to a
19 successful overbidder), free and clear of all liens, claims and interests, pursuant to the terms and
20 conditions set forth in the APA with the liens of Shanghai Commercial Bank, Ltd, the Buyer, and
21 Huesing Holdings to attach to the sale proceeds with the same validity and priority as such liens
22 had prepetition;

23 (C) authorizing the Debtor to assume and assign the Existing Lease to the Buyer (or to
24 a successful overbidder);

25 (D) finding that the Buyer (or a successful overbidder) is a good faith buyer entitled to
26 all of the protections afforded by Section 363(m) of the Bankruptcy Code;

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28 ² All capitalized terms not specifically defined herein shall have the meanings ascribed to them in the Motion.

1 (E) authorizing the Debtor to execute and deliver any and all documents that may be
2 reasonably necessary to consummate the sale of the Property;

3 (F) allowing the Buyer Claim and the Adjusted Buyer Claim as an allowed secured
4 claim for the Buyer subject to reduction to the agreed amount of \$900,000 if the Buyer is the
5 successful bidder, or if the sale of otherwise occurs pursuant to the Motion on or before
6 November 30, 2016, and if the Buyer provides sufficient evidence to support allowance of the
7 Buyer Claim such that the Debtor in its reasonable discretion can confirm the validity (including
8 amount), priority and enforceability of the Buyer Claim and the Adjusted Buyer Claim by
9 September 30, 2016;

10 (G) allowing the Debtor to pay the secured claim of Shanghai Commercial Bank, Ltd.
11 from the sale proceeds, allowing the Debtor to pay the Adjusted Buyer Claim from the sale
12 proceeds if the condition set forth in the last clause of the preceding paragraph (F) is satisfied and
13 the Buyer is the successful bidder, or the Buyer is not the successful bidder, but the closing of the
14 sale of the Property pursuant to the Motion occurs on or before November 30,2016, allowing the
15 Debtor to pay the Adjusted Buyer Claim from the sale proceeds if the condition set forth in the
16 last clause of the preceding paragraph (F) is satisfied but the Buyer is not the successful bidder,
17 and authorizing the Debtor to establish an escrow of the sale proceeds in the amount of the
18 disputed secured claim of Huesing Holdings;

19 (H) waiving the 14-day stay periods set forth in Bankruptcy Rules 6004(h) and
20 6006(d); and

21 (I) granting such other relief as the Court deems just and proper under the
22 circumstances.

23 **PLEASE TAKE FURTHER NOTICE** that any objection to the entry of an order
24 granting the Motion must be in writing in accordance with Local Bankruptcy Rule 9013-1(f)(1),
25 filed with the Bankruptcy Court, and served upon the following parties:

26 (a) Levene, Neale, Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd., Suite
27 1700, Los Angeles, California 90067 (Attn: David B. Golubchik, Esq., Eve H.
28 Karasik, Esq. and Jeffrey S. Kwong, Esq.), counsel to the Debtor;

1 (b) Office of the United States Trustee for the Central District of California, Los
2 Angeles Division, 915 Wilshire Blvd., Suite 1850, Los Angeles, CA 90017 (Attn:
3 Queenie Ng, Esq.);

4 (c) Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Blvd., Suite 1300, Los
5 Angeles, California 90067 (Attn: Jeremy Richards, Esq. and Gail S. Greenwood,
6 Esq.), counsel to the Official Committee of Unsecured Creditors formed in the
7 Debtor's case; and

8 (d) Richardson Maloney, counsel to the Buyer, 2321 Rosecrans Avenue, Suite 3225,
9 El Segundo, CA 90245 (Attn: Theodore Maloney).

10 with a courtesy copy delivered to Chambers, so that such objections are filed with the Court and
11 received by said parties no later than fourteen (14) days before the hearing on the Motion. Pursuant
12 to Local Bankruptcy Rule 9013-1(h), the failure to file a timely opposition or response to the
13 Motion may be deemed by the Court to be consent to the granting of the relief requested in the
14 Motion.

15 **PLEASE TAKE FURTHER NOTICE** that if any party desires a copy of the Motion and
16 all supporting pleadings filed by the debtor, such copy will be promptly provided upon written
17 request to the Debtor's counsel, whose contact information is set forth in the upper left hand
18 corner of the first page of this Notice.

19 Dated: September 19, 2016

LIBERTY ASSET MANAGEMENT
CORPORATION

21

By: /s/ Eve H. Karasik

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DAVID B. GOLUBCHIK

23

EVE H. KARASIK

24

JEFFREY S. KWONG

25

LEVENE, NEALE, BENDER,

26

YOO & BRILL L.L.P.

27

Attorneys for Chapter 11

28

Debtor and Debtor in Possession

EXHIBIT “2”

1 DAVID B. GOLUBCHIK (State Bar No. 185520)
EVE H. KARASIK (State Bar No. 155356)
2 JEFFREY S. KWONG (State Bar No. 288239)
3 LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.
10250 Constellation Boulevard, Suite 1700
4 Los Angeles, California 90067
Telephone: (310) 229-1234
5 Facsimile: (310) 229-1244
6 Email: DBG@LNBYB.com; EHK@LNBYB.COM; JSK@LNBYB.COM



7 Attorneys for Debtor and Debtor in Possession

8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **LOS ANGELES DIVISION**

10 In re) Case No. 2:16-bk-13575-TD
11)
11 LIBERTY ASSET MANAGEMENT) Chapter 11
12 CORPORATION)
13 Debtor and Debtor in Possession.) **ORDER GRANTING DEBTOR'S NOTICE**
14) **OF MOTION AND MOTION FOR ENTRY**
15) **OF AN ORDER APPROVING BIDDING**
16) **PROCEDURES FOR SALE OF REAL**
17) **PROPERTY AND IMPROVEMENTS AND**
18) **ASSUMPTION AND ASSIGNMENT OF**
19) **LEASE**
20) Hearing
21) Date: August 31, 2016
22) Time: 11:00 a.m.
23) Place: Courtroom 1345
24) 255 E. Temple Street
25) Los Angeles, CA
26)
27)
28)

1 At the above-referenced date, time and location, the Honorable Thomas B. Donovan,
2 United States Bankruptcy Judge for the Central District of California, held a hearing (the
3 "Hearing") on the Debtor's *Notice Of Motion And Motion For Entry Of An Order Approving*
4 *Bidding Procedures For Sale Of Real Property And Improvements And Assumption And*
5 *Assignment Of Lease* (the "Motion") in connection with the Chapter 11 bankruptcy case of
6 Liberty Asset Management Corporation, the above-captioned debtor and debtor in possession
7 herein (the "Debtor"). Appearances at the Hearing were made as set forth on the record of the
8 Court.

9 Upon consideration of the Motion, and the Memorandum of Points and Authorities and
10 Declaration of Lawrence Perkins submitted in support of the Motion, all other pleadings filed by
11 parties in interest in advance of the Hearing, including the Objection to the Motion filed by the
12 Official Unsecured Creditors' Committee (the "Committee") and the Debtor's Reply to the
13 Objection, the statements and representations of counsel made on the record at the Hearing, and
14 the entire record of the Debtor's case, and finding that (i) good and sufficient notice of the relief
15 sought in the Motion has been given under the circumstances in and no further notice is
16 required, (ii) the Bidding Procedures¹ were negotiated in good faith and at arm's length and (iii)
17 the Bidding Procedures are reasonably designed to maximize value to be achieved from the
18 disposition of the Assets, and good cause appearing therefor,

19 **IT IS HEREBY ORDERED AS FOLLOWS:**

20 1. The Motion is granted;
21 2. The Bidding Procedures set forth below are approved and shall govern all bids
22 relating to the Property and the Existing Lease:

- 23 a. **Stalking Horse APA.** The APA is approved as the stalking horse asset
24 purchase agreement and the Buyer as the stalking horse buyer. In order to
25 obtain the benefit of the bidding protections and procedures established by
26 this Order for the Buyer as the stalking horse buyer, the Buyer must provide

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28 ¹ Capitalized terms used and not defined herein have the meanings set forth in the Motion.

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the following information by the dates set forth below:

- i. September 30, 2016 – deadline for the Buyer to provide a declaration under penalty of perjury disclosing all professional and business connections and affiliations between Ted Hsu and his related entities, on one hand, and the Debtor and its related principals and entities, on the other hand;
- ii. September 30, 2016 – deadline for the Buyer to provide a declaration under penalty of perjury disclosing the source of funds to be utilized for the balance of the Purchase Price, and reaffirmation and representation that none of these funds come either directly or can be traced from the Debtor or Debtor-related transactions or investments;
- iii. October 12, 2016 – deadline for the submission of written evidence from a third party reasonably satisfactory to the Debtor that demonstrates that the Buyer has sufficient funds available to close the sale transaction provided for in the APA and this Order in a timely manner; and
- iv. If the Buyer fails to provide any of the information required by Subparagraphs 2(a) (i) – (iii) of this Order by the respective dates set forth in those Subparagraphs, the Buyer shall have forfeited the Breakup Fee and the Expense Reimbursement and any other bidding protections provided by this Order, and will be required to perform and close the sale transaction provided for in the APA and this Order.

b. Alternative Bid Requirements. Any party interested in submitting an Alternative Bid must deliver such Alternative Bid by the Alternative Bid Deadline in accordance with the requirements set forth below:

- i. The purchase price for the Property and the Existing Lease in any Alternative Bid must be in the sum of at least \$600,000 over the

1 Purchase Price, or \$14,100,000. Any Alternative Bid must otherwise
2 be on the same or better material terms and conditions than as set forth
3 in the APA, or as the Bankruptcy Court may determine are in the best
4 interest of creditors and the estate.

5 ii. Only Qualified Bidders may tender an Alternative Bid. For the
6 purposes of this provision, a Qualified Bidder shall be any party that,
7 within seven (7) business days prior to the Auction, i.e., October 12,
8 2016, (as provided in Paragraph 6 below) delivers to LNBYB: (I) a
9 good funds deposit in an amount equal to three percent (3%) of the
10 Alternative Bid; (II) written evidence from a third party reasonably
11 satisfactory to the Debtor of its financial ability to perform the
12 obligations under the APA before, on, and after the closing; (III) a
13 form of a proposed purchase and sale agreement for the Alternative
14 Bid, together with a redline reflecting changes from the APA; and (IV)
15 a written statement signed by the Alternate Bidder agreeing that such
16 Alternate Bidder, if successful at the hearing on the Sale Motion, shall
17 be bound by the terms of its APA. No Alternative Bids that are
18 contingent as to due diligence or financing shall be considered. If the
19 Debtor determines, in its sole discretion, that the proof of funds or
20 other submission provided by the bidder to Debtor is unacceptable, the
21 Debtor may, in its sole discretion, disqualify such proposed bidder
22 from participating in Auction. In the event that the Debtor exercises
23 its discretion and disqualifies a bidder from participating in the
24 Auction, the deposit made by such bidder (if any) shall be returned to
25 the bidder.

26 c. **Bidding At Auction.** If at least one Qualified Bidder who has submitted
27 an Alternative Bid appears at the Auction, the Debtor shall designate what it
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1 determines, in its reasonable judgment, to be the best and highest bid received
2 for the Property to be the leading bid at the Auction. Thereafter, the Debtor
3 shall solicit better and higher bids for the Property, in bidding increments of at
4 least \$50,000 from the Qualified Bidders participating in the Auction
5 (including the Buyer, if it chooses to participate) until the best and highest bid
6 for the Property has been determined by the Debtor. The Qualified Bidders
7 will not be permitted to credit bid secured debt, including Buyer Debt or
8 Adjusted Buyer Debt at the Auction.

9 **d. Backup Bidder:** The qualified bidder who submits the second
10 best/highest bid for the Property at the Auction shall be designated as the
11 backup bidder. In the event that Buyer or the successful overbidder cannot
12 timely complete the purchase of the Property, the Debtor shall be authorized
13 to proceed with the sale of the Property to the Backup Bidder without further
14 notice, hearing or order of the Court. In the event the Debtor intends to
15 proceed with a closing with respect to any bid designated by the Bankruptcy
16 Court as a “backup” bid at the hearing on the Sale Motion, the Debtor shall
17 provide to the party whose bid was designated as a “backup” bid not less than
18 three (3) calendar days’ prior written notice of the date set for the closing with
19 respect to such “backup” bid.

20 **e. Sale Hearing Notice:** The Debtor shall provide notice of the hearing on
21 the Sale Motion to all of the Debtor’s creditors, interest holders of record, the
22 IRS, all state/local taxing authorities in jurisdictions where the Debtor has or
23 may have any tax liability, all non-debtor parties to executory contracts to be
24 assumed by the Buyer, all non-debtor parties to permits held by the Debtor,
25 other potential purchasers identified by the Debtor, and any other parties
26 interest required to receive notice pursuant to Bankruptcy Rule 2002.

27 **f. Closing of Sale and Forfeiture of Deposits:** The winning bidder will
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1 have until the second business day that is fourteen (14) days after the date of
2 entry of the order approving the Sale Motion to consummate the sale of the
3 Property. If the winning bidder fails to do so, the winning bidder will be
4 deemed to have forfeited its deposit unless the Court or the Debtor agrees to
5 provide the winning bidder with an extension of time to close the sale. If the
6 winning bidder fails to close and forfeits its deposit, the Back-up Bidder will
7 be notified and will have not less than three (3) calendar days after the date of
8 the notification that the winning bidder failed to close, to close its purchase of
9 the Property or will be deemed to have forfeited its deposit unless the Court or
10 the Debtor agrees to provide such Back-up Bidder with an extension of time
11 to close the sale. The deposit of the Back-up Bidder will be retained by the
12 Debtor following the conclusion of the Auction and will be returned to the
13 Back-up Bidder on the closing by the winning bidder of its purchase of the
14 Property, unless the Back-up Bidder has forfeited its deposit pursuant to the
15 terms and conditions set forth herein.

16 **g. Breakup Fee:** Subject to Section 2(a) of this Order, in the event that the
17 winning bidder of the Property following the Auction is a party other than the
18 Buyer, the Buyer shall be entitled to the payment of a Breakup Fee in the sum
19 of three percent (3%) of the Purchase Price or \$405,000 and an Expense
20 Reimbursement up to a maximum of \$150,000 for reasonable and actual
21 expenses incurred by the Buyer in connection with the proposed sale
22 transaction, both to be paid to the Buyer at the closing of the sale in the event
23 that the winning bidder of the Property following the Auction is a party other
24 than the Buyer. The Break-Up Fee and the Expense Reimbursement are
25 allowed super-priority administrative expense claims against the Debtor under
26 section 503 and 507(b) of the Bankruptcy Code in the Debtor's Bankruptcy
27 Case.

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1 **h. Termination Date:** In the event the sale transaction fails to close by
2 November 30, 2016, the Debtor and the Buyer shall have the right to
3 terminate the sale transaction

4 3. In the event, the Buyer fails to provide sufficient evidence to support allowance
5 of the Buyer Claim such that the Debtor in its reasonable discretion cannot confirm the validity
6 (including amount), priority and enforceability of the Buyer Claim and the Adjusted Buyer
7 Claim by September 30, 2016, or after the Debtor has used best efforts to prosecute the
8 allowance of the Buyer Claim and the Adjusted Buyer Claim, the Court does not allow the Buyer
9 Claim or the Adjusted Buyer Claim for whatever reason, the Buyer is obligated to close the sale
10 transaction if it is the successful bidder and all other conditions to the Buyer closing are satisfied,
11 but any discount of the Buyer Claim to the amount of the Adjusted Buyer Claim provided in the
12 APA shall be void.

13 4. The Debtor and the Committee may file pleadings and documents to supplement
14 the Sale Motion with respect to the allowance or disallowance of the Buyer Claim and the
15 Adjusted Buyer Claim after the September 30, 2016 deadline for the Buyer to provide sufficient
16 evidence to support the allowance of the Buyer Claim and the Adjusted Buyer Claim set forth in
17 Paragraph 3 above.

18 5. The outside closing date of October 31, 2016 set forth in Sections 5.2(c)(iii), 13.8,
19 13.9(f), 14.5(h), 15.1, and 15.2(b) of the APA, as well as other sections of the APA, is hereby
20 changed to be November 30, 2016. The November 30, 2016 date is the deadline to approve
21 allowance of the Buyer Claim and the Adjusted Buyer Claim so that the Debtor receives the
22 benefit of the reduction in the Buyer Claim amount to the Adjusted Buyer Claim amount.

23 6. The Alternative Bid Deadline for submitting an Alternative Bid is October 12,
24 2016 at 5:00 p.m. Prevailing Pacific Time.

25 7. The Auction will take place at the offices of Levene, Neale, Bender, Yoo & Brill
26 L.L.P., 10250 Constellation Blvd., 17th Floor on October 21, 2016 at 10:00 a.m. (prevailing
27 Pacific time).

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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, CA 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 **September 19, 2016**, 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:

- **Kyra E Andrassy** kandrassy@swelawfirm.com, csheets@swelawfirm.com;gcruz@swelawfirm.com;hdavis@swelawfirm.com
- **Alexandre I Cornelius** aicornelius@costell-law.com, ssaad@costell-law.com;mharris@costell-law.com;jstambaugh@costell-law.com;ladelson@costell-law.com;jlcostell@costell-law.com
- **Lei Lei Wang Ekvall** lekvall@swelawfirm.com, csheets@swelawfirm.com;gcruz@swelawfirm.com;hdavis@swelawfirm.com
- **Julie A Esposito** cesarjuliem@yahoo.com, sensberg@aol.com
- **John D Fiero** jfiero@pszjlaw.com, ocarpio@pszjlaw.com
- **John-Patrick M Fritz** jpf@lnbyb.com, JPF.LNBYB@ecf.inforuptcy.com
- **Barry S Glaser** bglaser@swesq.com, erhee@swesq.com
- **David B Golubchik** dbg@lnbyb.com, dbg@ecf.inforuptcy.com
- **Gail S Greenwood** ggreenwood@pszjlaw.com, efitzgerald@pszjlaw.com
- **David S Henshaw** david@henshawlaw.com, info@henshawlaw.com
- **Eve H Karasik** ehk@lnbyb.com
- **Jeffrey S Kwong** jsk@lnbyb.com, jsk@ecf.inforuptcy.com
- **Ian Landsberg** ian@landsberg-law.com, casey@landsberg-law.com;lisa@landsberg-law.com;diana@landsberg-law.com;yesi@landsberg-law.com;ilandsberg@ecf.inforuptcy.com
- **Robert S Lawrence** rlawrence@callahan-law.com, mwalters@callahan-law.com
- **Patricia H Lyon** phlyon@frenchlyontang.com, mwoodward@frenchlyontang.com
- **David W. Meadows** david@davidwmeadowslaw.com
- **Charles Alex Naegele** alex@canlawcorp.com, alexnaegelelaw@gmail.com
- **Victoria Newmark** vnewmark@pszjlaw.com
- **Queenie K Ng** queenie.k.ng@usdoj.gov
- **Laura Palazzolo** laura.palazzolo@berliner.com, sabina.hall@berliner.com
- **Uzzi O Raanan** uor@dgdk.com, DanningGill@gmail.com;uraanan@ecf.inforuptcy.com
- **Jeremy V Richards** jrichards@pszjlaw.com, bdassa@pszjlaw.com;imorris@pszjlaw.com
- **Mark Romeo** romeolaw@msn.com
- **Robert M Saunders** rsaunders@pszjlaw.com, rsaunders@pszjlaw.com
- **Lindsey L Smith** lls@lnbyb.com, lls@ecf.inforuptcy.com
- **David A Trinh** dtrinh@trinhlawfirm.com, kim@trinhlawfirm.com
- **United States Trustee (LA)** ustpreion16.la.ecf@usdoj.gov
- **James S Yan** jsyan@msn.com

1 **2. SERVED BY UNITED STATES MAIL:** On **September 19, 2016**, I served the following persons
2 and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a
3 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.

4 *None.*

Service information continued on attached page

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6 **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,
7 on **September 19, 2016**, I served the following persons and/or entities by personal delivery, overnight
8 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.

9 **Served via Attorney Service**

10 Hon. Thomas B. Donovan
11 United States Bankruptcy Court
12 Edward R. Roybal Federal Building
255 E. Temple Street, Ctrm 1345
Los Angeles, CA 90012

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

14 September 19, 2016 Stephanie Reichert /s/ Stephanie Reichert
15 *Date* *Type Name* *Signature*

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