

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Jeremy W. Faith (SBN 190647) MARGULIES FAITH, LLP 16030 Ventura Blvd., Suite 470 Encino, CA 91436 Phone: 818-705-2777 Fax: 818-705-3777 e-mail: Jeremy@MarguliesFaithLaw.com</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Jerry Namba, Chapter 7 Trustee</p>	<p>FOR COURT USE ONLY</p>
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - NORTHERN DIVISION**

<p>In re: VENTURA PRECISION MOLDING, INCORPORATED</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 9:12-bk-13151-RR CHAPTER: 7</p> <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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<p>Sale Date: 04/02/2013</p>	<p>Time: 10:00 am</p>
<p>Location: US Bankruptcy Court, Ctrm 201, 1415 State St., Santa Barbara, CA 93101</p>	

Type of Sale: Public Private **Last date to file objections:** 03/19/2013

Description of property to be sold: Equipment and Inventory described in Exhibit A to purchase agreement attached hereto.

Terms and conditions of sale: "as is" and "where is", without any representations or warranties - free and clear of liens and interests.

Proposed sale price: \$ 80,000.00

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 attachment hereto

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

April 2, 2013 at 10:00 a.m.

United States Bankruptcy Courthouse

Courtroom 201

1415 State Street

Santa Barbara, CA 93101

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

Jeremy W. Faith, Esq.

Margulies Faith, LLP

16030 Ventura Blvd., Suite 470

Encino, CA 91436

Phone: 818-705-2777

Fax: 818-705-3777

E-mail: Jeremy@MarguliesFaithLaw.com

Date: 03/08/2013

1 JEREMY W. FAITH (State Bar No. 190647)
MARGULIES FAITH, LLP
2 16030 Ventura Blvd., Suite 470
Encino, California 91436
3 Telephone: (818) 705-2777
Facsimile: (818) 705-3777
4 E-mail: Jeremy@MarguliesFaithLaw.com
E-mail: Meghann@MarguliesFaithLaw.com

5 Attorneys for Jerry Namba, Chapter 7 Trustee

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8 **UNITED STATES BANKRUPTCY COURT**
CENTRAL DISTRICT OF CALIFORNIA
9 **NORTHERN DIVISION**

10
11 In re

12 VENTURA PRECISION MOLDING,
INC.,

13 Debtor.

Case No.: 9:12-bk-13151-RR

Chapter: 7

14 **ADDENDUM TO 6004-2 NOTICE OF SALE**
OF ESTATE PROPERTY

15 Date: April 2, 2013
16 Time: 10:00 a.m.
17 Place: Courtroom 201
1415 State Street
18 Santa Barbara, CA 93101

19
20 Jerry Namba, the duly appointed and acting Chapter 7 trustee (“Trustee”) for the
21 bankruptcy estate of Ventura Precision Molding, Incorporated (the “Debtor”), has moved the
22 above-captioned Court for an order: (1) authorizing the Trustee to sell the estate’s interest in
23 certain equipment and inventory (the “Equipment”); and (2) approving the overbid procedure set
24 forth below (the “Motion”).

25 The Trustee seeks authority to sell the Estate and the Debtor’s right, title, and interest in
26 the Equipment free and clear of liens and interests. The Equipment consists of manufacturing
27 equipment and some inventory used by the Debtor in its business operations. An itemized list of
28 the Equipment is attached to the Asset Sale and Purchase Agreement appended hereto. The

1 Trustee has received an offer to purchase the Equipment from Marathon California Holdings, LP.
2 (“Buyer”) for \$80,000.00 (the “Purchase Price”). A true and correct copy of the Asset Sale and
3 Purchase Agreement (“Agreement”) is attached as Exhibit 1. If the Motion is approved, the
4 Trustee will sell the Equipment “as-is,” “where-is,” without any warranties or representations,
5 subject to overbid at the hearing.

6 **OVERBID PROCEDURES**

7 Furthermore, the Trustee has requested an order authorizing the following overbid
8 procedures:

- 9 1. Any person interested in submitting an overbid on the Equipment must attend the
10 hearing on the Motion or be represented by an individual with authority to participate
11 in the overbid process;
- 12 2. An overbid will be defined as an initial overbid of \$2,500 above the Purchase Price
13 with each additional bid in \$1,000 increments, which will be tendered at the time of
14 the overbid;
- 15 3. Overbidders (except for the Buyer) must deliver a deposit to Trustee’s counsel, at the
16 time of the hearing, by way of cashier’s check in the amount of \$8,000 made payable
17 to “Jerry Namba, Chapter 7 Trustee” (the “Deposit”);
- 18 4. Overbidders must purchase the Equipment on the same terms and conditions as the
19 Buyer;
- 20 5. The Deposit of the successful overbidder shall be forfeited if such party is thereafter
21 unable to complete the purchase of the Equipment within 14 days of entry of a final
22 order confirming the sale; and
- 23 6. In the event the successful overbidder cannot timely complete the purchase of the
24 Equipment, the Trustee shall be authorized to proceed with the sale to the next highest
25 overbidder.

26
27 Interested overbidders can obtain a full copy of the Motion by contacting counsel for the
28 Trustee Jeremy W. Faith at the contact information contained on the first page of this notice.

ASSET SALE AND PURCHASE AGREEMENT

This Asset Sale and Purchase Agreement ("Agreement") dated February 14, 2013, is between Jerry Namba, the Chapter 7 trustee and Marathon California Holdings, LP (the "Buyer").

RECITALS

A. Ventura Precision Molding Incorporated (the "Debtor") filed a Voluntary Petition under Chapter 7 of the Bankruptcy Code on August 21, 2012. Thereafter, Jerry Namba was appointed as the Chapter 7 Trustee for the bankruptcy estate (the "Trustee"). The case is pending in the United States Bankruptcy Court for the Central District of California, Case No. 9:12-bk-13151-RR.

B. The Debtor owns certain equipment and inventory as itemized on Exhibit A hereto (collectively, the "Equipment").

C. Subject to the terms and conditions of this Agreement, the Trustee has agreed to sell the Equipment to the Buyer.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants, conditions, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Trustee hereby agrees to sell, convey, transfer, assign and deliver to the Buyer, and the Buyer agrees to purchase from the Trustee on an "as-is" "where-is" basis, without any representations or warranties of any kind, all of the bankruptcy estate's right, title and interest in and to the Equipment.

2. The Buyer shall pay to the Trustee the sum of \$80,000 for the Equipment (the "Purchase Price"). The sale is subject to overbid.

3. In the event that there are no overbidders, or if the Buyer is the successful overbidder, the Buyer must pay the Purchase Price to the Trustee upon the conclusion of the overbidding, in the form of a cashier's check made payable to Jerry Namba, Chapter 7 Trustee.

4. The Buyer acknowledges that this Agreement is subject to approval of the Bankruptcy Court on notice to the Debtor's creditors. The Buyer waives any administrative claim against the Debtor's Bankruptcy Estate. The Trustee agrees to promptly seek approval of this Agreement. Should the Bankruptcy Court refuse to approve this Agreement, this Agreement shall be null and void.

5. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and legal representatives. Neither

this Agreement, nor any right hereunder, may be assigned by any party hereto, nor may any party hereto delegate any of its obligations hereunder, without the written consent of the other party hereto. Any nonpermitted assignment or attempted assignment shall be void.

6. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and approved by the parties hereto.

7. Should any one or more of the provisions of this Agreement, or of any agreement entered into pursuant to this Agreement be determined to be illegal or unenforceable, all other provisions of this Agreement and of each such other agreement entered into pursuant to this Agreement, shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.

8. This Agreement contains the sole agreement of the parties relating to the Equipment. Upon execution, the provisions and terms of this Agreement shall supersede all prior agreements, representations, and negotiations between the parties, whether written or oral. No party shall be liable or bound to any other party in any manner except as specifically set forth in this Agreement.

9. All times provided for in this Agreement for the performance of any act will be strictly construed, time being of the essence.

10. The parties acknowledge that they have had an opportunity to seek legal counsel in connection with the negotiation and execution of this Agreement, and acknowledge being notified of their respective rights to seek counsel.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

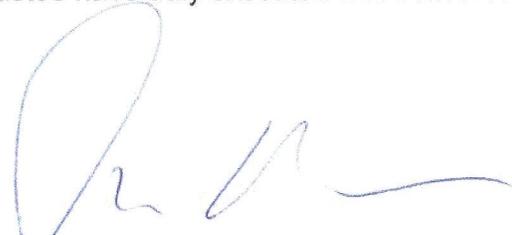
12. The Bankruptcy Court for the Central District of California sitting without a jury shall have jurisdiction to hear and resolve any disputes related to this Agreement.

13. If any legal action or other proceeding is brought by the Buyer or Trustee for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any other provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

14. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together, and shall constitute one and the same instrument. A facsimile copy of a signed execution page shall constitute due execution of this Agreement and shall be binding upon the executing party.

IN WITNESS WHEREOF, the Buyer and Trustee have duly executed and delivered this Agreement as of the date first above written.

SELLER:



JERRY NAMBA
Chapter 7 Trustee

BUYER:

Marathon California Holdings, LP

By  _____

Its General Partner _____

Exhibit A

<u>Quantity</u>	<u>Item Description</u>	<u>Year</u>
3	220 TON MOLDING MACHINE, 20 OUNCE BARREL	1993-1996
1	85 TON MOLDING MACHINE, 6 OUNCE BARREL	1992
2	85 TON MOLDING MACHINE, 4.5 OUNCE BARREL	1992-1996
2	55 TON MOLDING MACHINE, 3 OUNCE BARREL	1996
5	MATERIAL DRYER, 100 #	1992-1996
3	MATERIAL DRYER, 200 #	1996
6	MOLD HEATER	1992-1996
1	OIL HEATER	2005
1	HAAS VF-3 MILLING MACHINE	1997
1	GROMAX 75 AMP EDM MACHINE	1997
1	BRIDGEPORT MILLING MACHINE	REBUILT 1996
1	LOGAN LATHE	No Date
1	CHEVALIER 6 X 18 SURFACE GRINDER	1997
1	SUNNEN HONE	Unknown
1	NISSAN FORKTRUCK 4400 # CAPACITY	2000
1 Lot	MISCELLANEOUS TOOLS, FIXTURES AND PARTS	n/a

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:
16030 Ventura Blvd., Suite 470, Encino, CA 91436

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)* 03/08/2013, 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:
Jeremy Faith Jeremy@MarguliesFaithlaw.com, Helen Helen@MarguliesFaithlaw.com
Jerry Namba (TR) jnambaepiq@earthlink.net, jnamba@ecf.epiqsystems.com
Lawrence C Noble lawrence@noble4law.com
United States Trustee (ND) ustpreion16.nd.ecf@usdoj.gov

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On *(date)* 03/08/2013, 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.

Honorable Robin L. Riblet, 1415 State Street., Suite 103, Santa Barbara, CA 93101

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.

03/08/2013
Date

Helen Cardoza
Printed Name

/s/ Helen Cardoza
Signature