

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Anthony A. Friedman (SBN 201955) AAF@LNBYB.COM LEVENE, NEALE, BENDER, YOO & BRILL L.L.P. 10250 Constellation Blvd., 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: Hamid R. Rafatjoo, Chapter 11 Trustee	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - NORTHERN DIVISION**

In re: BODY SHAPING GYM, INC. Debtor(s).	CASE NO.: 9:13-bk-12995 PC CHAPTER: 11 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: 09/30/2015	Time: 10:00 am
Location: 1415 State Street, Santa Barbara, California - Courtroom 201	

Type of Sale: Public Private **Last date to file objections:** 09/16/2015

Description of property to be sold:
 The real property located at 2251 E. Gonzales Road, Ventura, California and the Debtor's gym business conducted on the property.

Terms and conditions of sale: See attachment.

Proposed sale price: \$ 6,900,000.00

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 30, 2015
10:00 am
United States Bankruptcy Court
Courtroom 201
1415 State Street
Santa Barbara, California

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

Anthony A. Friedman, Esq.
AAF@LNBYB.COM
LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.
10250 Constellation Blvd., Suite 1700
Los Angeles, California 90067
Telephone 310-229-1234
Facsimile 310-229-1244

Date: 09/09/2015

ATTACHMENT

The material terms of the Agreement (a full copy of the Agreement is attached to the Motion and can be requested from counsel for the Trustee) are as follows:

1. Buyer will purchase all of the Debtor's right, title and interest in the Property and the Business in consideration for a purchase price of \$6,900,000 (the "Purchase Price"), subject to overbid. The Buyer shall have the right to seek to assume the existing secured claim of the Bank, however, the assumption of which is not a contingency of this transaction.
2. Buyer will deposit \$250,000 into escrow, which will become non-refundable to Buyer provided that Buyer is the successful buyer of the Debtor's assets. The Trustee is currently in possession of the Buyer's deposit.
3. Buyer has waived all due diligence contingencies.
4. The sale will be subject to overbid with a closing not earlier than 15 days from entry of an order of the Bankruptcy Court approving the sale of the Property and Business.

In addition, Section 31 of the Agreement has established the Court approved stalking-horse/overbid related provisions as follows:

1. That Buyer be approved as the stalking-horse bidder;
2. If a bona fide competing bid for purchase of the Property and Business is accepted by the Trustee and approved by the Court so that the deposit associated with the bona fide competing bid is deemed nonrefundable, Buyer shall be entitled to a full refund of its deposit, and the Trustee will pay Buyer a one-time fee in the amount of 3% of the Purchase Price - \$207,000.00 (the "Breakup Fee"). The Breakup Fee shall be payable to Buyer upon the closing of the sale to another buyer.
3. The initial overbid over the Purchase Price shall be in an amount that is greater than the Purchase Price by at least \$50,000.00 plus the Breakup Fee. All subsequent overbids shall be at least \$25,000.00 over the immediate previous best offer. Buyer shall have the right to submit an overbid in response to any initial overbid or subsequent overbids.
4. The date set for initial overbids to be submitted to the Trustee shall be no less than seven (7) days prior to the date set for the hearing on the Motion (the "Overbid Deadline").
5. All parties seeking to submit overbids ("Overbidder") must qualify by (a) providing evidence satisfactory to the Trustee of their financial ability to consummate a sale, delivering to the Trustee a cashier's or certified check for an amount equal to the deposit paid by Buyer (\$250,000) and the Breakup Fee (\$207,000)(for a total of \$457,000) (the "Overbid Deposit") prior to the Overbid Deadline, which Overbid Deposit shall be deemed non-refundable to Overbidder in the event that the Court determines that the Overbidder is the successful purchaser of the assets, and (b) making representations substantially similar to Buyer's representations in the Agreement.

Additional Terms:

The Trustee has been advised that there are certain Americans with Disabilities Act ("ADA") compliance issues related to the Property, specifically, that the pool on the Property requires handicap access. The Trustee has obtained quotes to bring the pool into compliance and that the cost of doing so should not exceed \$15,000. Accordingly, in connection with the sale to Buyer (or any successful overbidder), the Trustee shall provide a credit at closing in an amount not to exceed \$15,000, with the Buyer's understanding that the Buyer (or any successful overbidder) shall be responsible for doing the work on the Property to bring the pool into compliance.

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 9, 2015**, 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:

- J Scott Bovitz bovitz@bovitz-spitzer.com
- Uchechi A Egeonuigwe uegeonuigwe@lrmmt.com, uegeonu@gmail.com,acooper@lrmmt.com
- Brian D Fittipaldi brian.fittipaldi@usdoj.gov
- Anthony A Friedman aaf@lnbyb.com
- David B Golubchik dbg@lnbyb.com, dbg@ecf.inforuptcy.com
- David S Kupetz dkupetz@sulmeyerlaw.com, dperez@sulmeyerlaw.com;dperez@ecf.inforuptcy.com;dkupetz@ecf.inforuptcy.com
- Jeffrey S Kwong jsk@lnbyb.com, jsk@ecf.inforuptcy.com
- Aram Ordubegian ordubegian.aram@arentfox.com
- Hamid R Rafatjoo hrafatjoo@venable.com, DGIge@venable.com;bclark@venable.com;kkhoang@venable.com
- Wayne R Terry wterry@hemar-rousso.com
- United States Trustee (ND) ustpreion16.nd.ecf@usdoj.gov

2. SERVED BY UNITED STATES MAIL: On **September 9, 2015**, 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 **September 9, 2015**, 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.

Served via Overnight Mail

Hon. Peter Carroll
United States Bankruptcy Court
1415 State Street, Suite 230 / Courtroom 201
Santa Barbara, California 93101-2511

Service information continued on attached page

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

September 9, 2015	Lisa Masse	/s/ Lisa Masse
<i>Date</i>	<i>Type Name</i>	<i>Signature</i>