

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>CRAIG G. MARGULIES (SBN 185925) JEREMY W. FAITH (SBN 190647) NINA Z. JAVAN (SBN 271392) MARGULIES FAITH, LLP 16030 Ventura Boulevard, Suite 470 Encino, CA 91436 Telephone: (818) 705-2777 Facsimile: (818) 705-3777 Email: Craig@MarguliesFaithLaw.com Email: Jeremy@MarguliesFaithLaw.com Email: Nina@MarguliesFaithLaw.com</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Gospel Light Publications, Chapter 11</p>		<p>FOR COURT USE ONLY</p>	
<p>Debtor and Debtor in Possession UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - NORTHERN DIVISION</p>			
<p>In re:</p> <p>GOSPEL LIGHT PUBLICATIONS,</p> <p>Debtor(s).</p>		<p>CASE NO.: 9:15-bk-11586-PC</p> <p>CHAPTER: 11</p> <p>NOTICE OF SALE OF ESTATE PROPERTY</p>	

Sale Date: 09/22/2015	Time: 10:00 am
Location: U.S. Bankruptcy Court, 1415 State Street, Courtroom 201, Santa Barbara, California 93101	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** 09/08/2015

Description of property to be sold: Debtor's sixty-three percent (63%) membership interest in ZDL Holdings, LLC (the "Asset")

Terms and conditions of sale: Debtor is providing marketable title to the Asset. Except as specifically set forth in the Asset Purchase Agreement with proposed purchaser Pacific Resources International, LLC, the Debtor is providing the Asset on an "As-Is," "Where-Is" basis and "With All Faults." Proposed sale is subject to overbid.

Proposed sale price: \$ 175,000.00 (the "Purchase Price")

Overbid procedure (if any): Overbids must be provided to counsel for the Debtor no later than September 8, 2015 at 4:00 p.m. PST, along with a deposit of \$100,000.00. Overbids must be made in accordance with the Bid Procedures attached as Exhibit "1" in order for a potential overbidder to participate in the auction and sale. Overbids must exceed the sum of the Purchase Price plus at least \$10,000.00. The auction shall begin the highest overbid and subsequently continue in minimum increments of \$5,000.00.

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

September 22, 2015 at 10:00 a.m., U.S. Bankruptcy Court, 1415 State Street, Santa Barbara, CA 93101.

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

Margulies Faith, LLP, Attn: Craig G. Margulies, 16030 Ventura Blvd., Ste. 470, Encino, CA 91436,
craig@marguliesfaithlaw.com

Date: 08/27/2015

EXHIBIT 1

CRAIG G. MARGULIES (SBN 185925)
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[Proposed] Attorneys for Gospel Light Publications
Chapter 11 Debtor and Debtor in Possession

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

In re

GOSPEL LIGHT PUBLICATIONS,

Debtor and Debtor in
Possession.

Case No.: 9:15-bk-11586-PC

Chapter: 11

BID PROCEDURES

Gospel Light Publications, as debtor and debtor in possession (the "Debtor"), has filed a chapter 11 case pending in the United States Bankruptcy Court for the Central District of California and administered under Case No. 9:15-bk-11586-PC. By motion dated August 10, 2015 (the "Motion to Sell"),¹ the Debtor sought, among other things, approval of the process and procedures set forth below (the "Bid Procedures") through which it will determine the highest and best offer for the Debtor's sixty-three percent (63%) equity interest in ZDL Holdings, LLC, a North Carolina Limited Liability Company (the "ZDL Asset"). At the hearing on August 13, 2015, the Bankruptcy Court approved the Bid Procedures.

¹ Capitalized terms not otherwise defined herein shall have the same meaning as in the Motion to Sell.

1 The Court further ordered that a hearing on the Motion to Sell shall take place on
2 **September 22, 2015 at 10:00 a.m. PST**, during which the Bankruptcy Court shall conduct
3 the Sale Hearing, where the Debtor shall seek entry of the Sale Order authorizing and
4 approving the sale of the ZDL Asset (the "Sale") to the Purchaser or to one or more other
5 Qualified Bidders, which offer (or offers) that the Debtor determines to constitute the
6 highest and best offer.

7 **ZDL APA**

8 On August 4, 2015, the Debtor entered into an asset purchase agreement titled
9 "Ownership Interest Redemption Agreement" (the "ZDL APA") with Pacific Resources
10 International, LLC ("PRI" or the "Purchaser"), pursuant to which the Purchaser proposes to
11 acquire the ZDL Asset. Pursuant to the ZDL APA, the Purchaser will provide
12 consideration for the ZDL Asset (\$175,000.00) as provided in the ZDL APA (the
13 "Purchase Price"). The transaction contemplated by the ZDL APA is subject to
14 competitive bidding as set forth herein, and approval by the Bankruptcy Court pursuant to
15 sections 105, 363 and 365 of Title 11 of the United States Code (the "Bankruptcy Code").

16 **Assets for Sale or Disposition**

17 The Debtor is offering for sale the ZDL Asset as set forth in the ZDL APA. The ZDL
18 Asset is the Debtor's sixty-three percent (63%) membership interest in ZDL Holdings,
19 LLC, a North Carolina Corporation which does business in China publishing Christian
20 literature and providing consulting services.

21 **Participation Requirements**

22 In order to participate in the bidding process and to otherwise be considered for
23 any purpose hereunder, a person interested in the ZDL Asset (a "Potential Bidder") must
24 first deliver (unless previously delivered) to the Debtor and its counsel the following (the
25 "Participation Requirements");

- 26 1. Confidentiality Agreement. An executed confidentiality agreement in form and
27 substance acceptable to the Debtor and its counsel (a "Confidentiality Agreement");
28 and

1 2. Proof of Ability to Perform. Prior to or at the time of presentation of a Bid, written
2 evidence that the Debtor reasonably concludes demonstrates the Potential Bidder
3 has the necessary financial ability to close the contemplated transaction. Such
information may include, *inter alia*, the following:

- 4 a. the Potential Bidder's current bank statement evidencing proof of sufficient
5 funds;
6 b. contact names and numbers for verification of financing sources;
7 c. evidence of the Potential Bidder's internal resources and proof of any debt
8 or equity funding commitments that are needed to close the contemplated
9 transaction;
10 d. any such other form of financial disclosure or credit-quality support
11 information or enhancement reasonably acceptable to the Debtor
12 demonstrating that such Potential Bidder has the ability to close the
13 contemplated transaction.

14 **Designation as Qualified Bidder**

15 A "Qualified Bidder" is a Potential Bidder that delivers the documents described in
16 subparagraphs 1 and 2 above (under the heading "Participation Requirements"), and that
17 the Debtor determines is reasonably likely (i) to submit a *bona fide* offer that would result
18 in greater cash value being received for the benefit of the Debtor's creditors than under
19 the ZDL APA and (ii) to be able to consummate a sale if selected as a Successful Bidder.

20 Upon the receipt from a Potential Bidder of the information required under
21 subparagraphs 1 and 2 above, the Debtor shall determine, in its sole discretion, whether
22 the Potential Bidder is a Qualified Bidder and notify the Potential Bidder of the Debtor's
23 determination.

24 The Purchaser (together with any assigns) is a Qualified Bidder and is deemed to
25 satisfy all Bid Requirements (hereinafter defined).

26 **Access to Due Diligence Materials**

27 The Debtor will provide Potential Bidders with reasonable access to its books and
28 records as they relate to the ZDL Assets, key personnel, officers, accountants and legal

1 counsel for the purpose of conducting due diligence. The Debtor shall not be required to
2 provide confidential or proprietary information to a Potential Bidder if the Debtor believes
3 that such disclosure would be detrimental to the interests of the Debtor. Only Potential
4 Bidders that execute and deliver a Confidentiality Agreement are eligible to receive due
5 diligence access or additional non-public information. If the Debtor determines that a
6 Potential Bidder that has satisfied the Participation Requirements does not constitute a
7 Qualified Bidder, then such Potential Bidder's right to receive due diligence access or
8 additional non-public information shall terminate. The Debtor will designate an employee
9 or other representative to coordinate all reasonable requests for additional information and
10 due diligence access from such Qualified Bidders. The Debtor is not responsible for, and
11 will bear no liability with respect to, any information obtained by Qualified Bidders in
12 connection with the sale of the ZDL Asset.

13 **Bidding Process**

14 The Debtor and its advisors shall: (i) determine whether a Potential Bidder is a
15 Qualified Bidder; (ii) coordinate the efforts of Bidders in conducting their due diligence
16 investigations, as permitted by the provisions above; (iii) receive offers from Qualified
17 Bidders; and (iv) negotiate any offers made to purchase the ZDL Asset (collectively, the
18 "Bidding Process"). The Debtor shall have the right to adopt such other rules for the
19 Bidding Process (including rules that may depart from those set forth herein) that will
20 better promote the goals of the Bidding Process, including modifications to bidding
21 requirements and applicable dates and deadlines.

22 **Bid Deadline**

23 The deadline for submitting bids by a Qualified Bidder shall be **September 8,**
24 **2015 at 4:00 p.m. (PST) (the "Bid Deadline")**, or such other date as determined by
25 the Debtor.

26 Prior to the Bid Deadline, a Qualified Bidder that desires to make an offer,
27 solicitation or proposal (a "Bid") shall deliver written copies of its Bid by electronic mail to
28 counsel for the Debtor, Margulies Faith, LLP, 16030 Ventura Blvd., Ste. 470, Encino,

California 91436, Attn: Craig Margulies, Craig@MarguliesFaithLaw.com. A Bid received after the Bid Deadline shall not constitute a Qualified Bid.

Bid Requirements

To be eligible to participate in the Auction, each Bid and each Qualified Bidder submitting such a Bid must be determined by the Debtor to satisfy each of the following conditions (the "Bid Requirements"):

Good Faith Deposit. Each Bid, other than a Bid submitted by the Purchaser, must be accompanied by a deposit (the "Good Faith Deposit") in the form of a certified check or cash payable to the order of the Debtor ("Gospel Light Publications, Debtor and Debtor in Possession") in an amount equal to one-hundred thousand dollars (\$100,000.00), and delivered to counsel for the Debtor, Margulies Faith, LLP, 16030 Ventura Blvd., Ste. 470, Encino, California 91436.

Minimum Overbid. The consideration proposed by the Bid may include only cash and/or other consideration acceptable to the Debtor. The aggregate consideration must equal or exceed the sum of the Purchase Price, plus \$10,000.00 (the "Initial Minimum Overbid Increment").

Irrevocable. A Bid must be irrevocable until the earlier of (a) closing of the transaction with the Successful Bidder, or (b) the date that the Sale Order has become final and nonappealable (the "Termination Date").

The Same or Better Terms. The Bid must be on terms that, in the Debtor's business judgment, are substantially the same or better than the terms of the ZDL APA. A Bid must include a commitment to close as soon as practicable after entry of the Sale Order.

Contingencies. A Bid may not be conditioned on obtaining financing or any internal approval or otherwise be subject to contingencies more burdensome than those in the ZDL APA, unless the Debtor in its discretion otherwise agrees.

Financing Sources. A Bid must contain written evidence of a commitment for financing or other evidence of the ability to consummate the sale satisfactory to the Debtor with appropriate contact information for such financing sources.

No Fees Payable to Qualified Bidder. A Bid may not request or entitle the Qualified Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment. Moreover, by submitting a Bid, a Bidder shall be deemed to waive the right to pursue a substantial contribution claim under section 503 of the Bankruptcy Code related in any way to the submission of its Bid or the Bid Procedures.

1 A Bid received from a Qualified Bidder before the Bid Deadline that, in the Debtor's
2 judgment, meets the above requirements and that satisfies the Bid Deadline requirement
3 above shall constitute a "Qualified Bid." In the event that any Potential Bidder is
4 determined by the Debtor not to be a Qualified Bidder, the Potential Bidder shall be
5 refunded its Good Faith Deposit on or before the date that is seven (7) days after the entry
6 of the Sale Order. The Debtor shall have the right to reject any and all bids that it believes
7 do not comply with the Bid Procedures. For purposes hereof, the ZDL APA shall
8 constitute a Qualified Bid and the Purchaser (together with any assigns) shall be deemed
9 to be a Qualified Bidder that has satisfied all Bid Requirements.

10 **Auction**

11 The Debtor will conduct an auction at the Sale Hearing to determine the highest and
12 best bid with respect to the ZDL Asset in the event that there is a Qualified Bidder in
13 addition to the Purchaser.

14 No later than the day prior to the commencement of the Sale Hearing, the Debtor
15 will notify all Qualified Bidders of (i) the highest and best Qualified Bid, as determined by
16 the Debtor in its discretion (the "Baseline Bid"); and (ii) provide copies of all submitted bids
17 to all Qualified Bidders. If no higher and better offer is approved at the Sale Hearing, then
18 the Purchaser will be deemed the Successful Bidder, the ZDL APA will be the Successful
19 Bid, and, at the Sale Hearing, the Debtor will seek approval of and authority to
20 consummate the Sale contemplated by the ZDL APA.

21 If there is an auction at the Sale Hearing, it shall be conducted according to the
22 following procedures:

23 **Participation at the Auction**

24 Only a Qualified Bidder that has submitted a Qualified Bid is eligible to participate
25 at the Auction. During the auction, bidding shall begin initially with the highest Baseline
26 Bid and subsequently continue in minimum increments of \$5,000.00, or such other
27 amount as determined by the Debtor. Except as otherwise set forth herein, the Debtor
28

1 may conduct the Auction in the manner it determines will result in the highest and best
2 offer for the ZDL Asset.

3 **The Debtor Shall Conduct the Auction**

4 The Debtor and its professionals shall direct and preside over the auction. At the
5 start of the auction, the Debtor shall describe the terms of the Baseline Bid. The
6 determination of which Qualified Bid constitutes the Baseline Bid shall take into account
7 any factors the Debtor reasonably deems relevant to the value of the Qualified Bid to the
8 estate (the "Bid Assessment Criteria"). All Bids made thereafter shall be "Overbids" and
9 shall be made and received on an open basis, and all material terms of each Bid shall be
10 fully disclosed to all other Qualified Bidders. The Debtor reserves the right to conduct the
11 auction in the manner designed to maximize value based upon the nature and extent of
12 the Qualified Bids received.

13 **Additional Procedures and Modifications**

14 The Debtor may adopt additional rules for the Auction at, or prior to, the Auction
15 that, in its reasonable discretion, will better promote the goals of the Auction. All such
16 additional rules will be provided to each of the Qualified Bidders at the Auction. Further,
17 at or before the Sale Hearing, the Debtor may impose such other terms and conditions to
18 the Sale and the Bid Procedures as the Debtor may reasonably determine to be in the
19 best interest of the Debtor's estate, its creditors and other parties in interest.

20 The Debtor may (a) determine which Qualified Bid, if any, is the highest and best
21 offer and (b) reject, at any time before entry of an order of the Bankruptcy Court approving
22 a Qualified Bid, any Bid that is (i) inadequate or insufficient, (ii) not in conformity with the
23 requirements of the Bankruptcy Code, the Bid Procedures, or the terms and conditions of
24 sale, or (iii) contrary to the best interest of the Debtor, its estate and creditors.

25 **Consent to Jurisdiction as Condition to Bidding**

26 All Qualified Bidders at the Sale Hearing shall be deemed to have consented to the
27 core jurisdiction of the Bankruptcy Court and waived any right to a jury trial in connection
28

1 with any disputes relating to the Auction, and the construction and enforcement of each
2 Qualified Bidder's Contemplated Transaction Documents, as applicable.

3 **Closing the Auction**

4 Upon conclusion of the bidding, the Auction shall be closed, and the Debtor shall (i)
5 identify the highest and best offer for the Purchased Assets (the "Successful Bid") and the
6 entity submitting such Successful Bid (the "Successful Bidder"), (ii) identify the next
7 highest or otherwise best offer after the Successful Bid (the "Back-up Bid") and the entity
8 submitting the Back-up Bid (the "Back-up Bidder"), and (iii) advise the Qualified Bidders of
9 such determination. Upon seven (7) days' prior notice by the Debtor, the Back-up Bidder
10 selected by the Debtor must immediately proceed with the closing of the transaction
11 contemplated by the Back-up Bid in the event that the transaction with the Successful
12 Bidder is not consummated for any reason. If the Purchaser's final bid is deemed to be
13 highest and best at the conclusion of the Auction, the Purchaser will be the Successful
14 Bidder, and such bid, the Successful Bid.

15 **Acceptance of Successful Bid**

16 The Debtor shall sell the ZDL Asset to the Successful Bidder upon the approval of
17 the Successful Bid by the Bankruptcy Court after the Sale Hearing. The Debtor's
18 presentation of a particular Qualified Bid to the Bankruptcy Court for approval does not
19 constitute the Debtor's acceptance of such Qualified Bid. The Debtor will be deemed to
20 have accepted a Qualified Bid only when the Qualified Bid has been approved by the
21 Bankruptcy Court at the Sale Hearing. All interested parties reserve their right to object to
22 the Debtor's selection of the Successful Bidder, and the Debtor reserves the right to
23 contest any such objection, including on the ground that the objector lacks standing.

24 **"As Is, Where Is"**

25 The sale of the ZDL Asset shall be on an "as is, where is" basis and without
26 representations or warranties of any kind, nature, or description by the Debtor, its agents
27 or its estate except to the extent set forth in the ZDL APA or the purchase agreement of
28 another Successful Bidder. The Purchaser and each Qualified Bidder shall be deemed to

1 acknowledge and represent that it has had an opportunity to conduct any and all due
2 diligence regarding the ZDL Asset prior to making its offer, that it has relied solely upon its
3 own independent review, investigation and/or inspection of any documents and/or the ZDL
4 Asset in making its bid, and that it did not rely upon any written or oral statements,
5 representations, promises, warranties or guaranties whatsoever, whether express,
6 implied, by operation of law or otherwise, regarding the ZDL Asset, or the completeness of
7 any information provided in connection therewith or the Auction, except as expressly
8 stated in these Bid Procedures or, (i) as to the Purchaser, the terms of the sale of the ZDL
9 Asset shall be set forth in the ZDL APA, or (ii) as to another Successful Bidder, the terms
10 of the sale of the ZDL Asset shall be set forth in the applicable purchase agreement.

11 **Free of Any and All Interests**

12 Except as otherwise provided in the ZDL APA or another Successful Bidder's
13 purchase agreement and subject to the approval of the Bankruptcy Court, all of Debtor's
14 right, title and interest in and to the ZDL Asset subject thereto shall be sold free and clear
15 of all pledges, liens, security interests, encumbrances, claims, charges, options and
16 interests thereon and there against (collectively, the "Interests"), in accordance with
17 section 363(f) of the Bankruptcy Code, with such Interests to attach to the net proceeds of
18 the sale of the ZDL Asset.

19 **Sale Hearing**

20 The Sale Hearing shall be conducted by the Bankruptcy Court at **10:00 a.m. PST**
21 **on September 22, 2015**, before the Honorable Peter H. Carroll, United States Bankruptcy
22 Judge, at the United States Bankruptcy Court for the Central District of California, 1415
23 State Street, Courtroom 201, Santa Barbara, California. The Sale Hearing may be
24 adjourned from time to time, without further notice.

25 If the Successful Bidder fails to consummate an approved sale by the Termination
26 Date, the Debtor shall be authorized, but not required, to deem the Back-up Bid, as
27 disclosed at the Sale Hearing, the Successful Bid, and the Debtor shall be authorized, but
28

1 not required, to consummate the sale with the Qualified Bidder submitting such Bid
2 without further order of the Bankruptcy Court.

3 **Return of Good Faith Deposit**

4 Any Good Faith Deposit of the Successful Bidder shall be applied to the purchase
5 price of such transaction at Closing. Good Faith Deposits of Qualified Bidders other than
6 the Successful Bidder and Back-up Bidder shall be held in a non-interest-bearing account
7 until seven (7) days after entry of the Sale Order, and thereafter returned to the respective
8 bidders. If a Successful Bidder (including any Back-up Bidder that has become the
9 Successful Bidder) fails to consummate an approved sale because of a breach or failure
10 to perform on the part of such Successful Bidder, the Debtor shall be entitled to retain the
11 Successful Bidder's Good Faith Deposit as its liquidated damages resulting from such
12 Successful Bidder's breach or failure to perform.

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., Ste. 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)* 08/27/2015, 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:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On *(date)* 08/27/2015, 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.

Chambers Copy: Honorable Peter H. Carroll, U.S. Bankruptcy Court, Ste. 230, 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.

08/27/2015
Date

Victoria Castrellon
Printed Name

/s/Victoria Castrellon
Signature

ADDITIONAL SERVICE LIST (if needed):

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)

ATTORNEY FOR DEBTOR: Jeremy Faith Jeremy@MarguliesFaithlaw.com,
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Victoria@MarguliesFaithlaw.com;Brian@MarguliesFaithlaw.com

ATTORNEY FOR CREDITOR VARILEASE FINANCE, INC.: Richard A Solomon richard@sgsslaw.com

OUST: United States Trustee (ND) ustpreregion16.nd.ecf@usdoj.gov
