

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Franklin C. Adams, CSB #: 85351 franklin.adams@bbkllaw.com Best Best & Kriger, LLP 3390 University Avenue, 5th Floor Riverside, California 92502 Telephone: (951) 686-1450 Facsimile: (951) 686-3083</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for Proposed Attorneys for Arturo Cisneros, Chapter 7 Trustee for the Bankruptcy Estate of</p>	<p>FOR COURT USE ONLY</p>
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION**

<p>In re:</p> <p>DJA CORP., dba BA TREVI ZONE.</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 6:14-bk-14117-MJ CHAPTER: 7</p> <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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<p>Sale Date: May 13, 2014</p>	<p>Time: 11:00 a.m.</p>
<p>Location: Courtroom #301, 3rd Floor. U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, California 92501</p>	

Type of Sale: Public Private **Last date to file objections:** May 12, 2014 at 12:00 noon

Description of property to be sold: (i) all of the personal property of the Debtor's estate ("Estate") which is subject that certain security interest of Commonwealth Business Bank (hereinafter "Commonwealth") under the Commonwealth Loan Documents (defined below), including such personal property that has been leased by Debtor to California Sunflower, LLC (collectively, the "Sale Property"), and (ii) the Estate's right, title and interest in California Department of Alcoholic Beverage Control License No. 453071 (the "ABC License").

Terms and conditions of sale: AS IS WITH ALL FAULTS, WHEREVER LOCATED, FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS, LEASES AND OTHER ENCUMBRANCES

Proposed sale price: See attached.

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 attached.

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

Date: May 13, 2014. Time: 11:00 am

United States Bankruptcy Court

Courtroom: #301, 3rd Floor

3420 Twelfth Street

Riverside, California 92501

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

Arturo Cisneros, Chapter 7 Trustee for the Bankruptcy Estate of DJA

Corp., dba BA Trevi Zone

3403 Tenth Street, Suite #714

Riverside, California 92501

(951) 328-3124

Date: May 8, 2014

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

In re. DJA Corp., dba BA Trevi Zone

Case No: 6:14-bk-14117-MJ
Chapter 7

Attachment to Notice of Sale of Estate Property:

Proposed Sale Price:

I. C. PURCHASE PRICE

1. Inland Pacific Company's ("IPC") proposed purchase price for the Sale Property is comprised of (i) a credit bid of a portion of the Allowed Claims in the amount of \$180,000; (ii) a waiver of claims against the Estate for administrative rent, storage fees or otherwise with respect to storage of the Sale Property at the Premises; (iii) a waiver of IPC's unsecured claim resulting from Debtor's defaults under the lease for the Premises and agreements executed in connection therewith; and (iv) a waiver of IPC's deficiency claim with respect to the Allowed Claims, if any (the "Purchase Price"). The Trustee is informed and believes that the Purchase Price has an aggregate value to the Estate in excess of \$200,000.

2. The Purchase Price shall be subject only to qualified overbids, and IPC reserves the right to increase its bid with either additional credit or new cash in the event the Purchase Price is exceed by a qualified overbid. To be deemed qualified by the Trustee, any overbid must take the aggregate value of the Purchase Price into account.

3. Buyer's Deposit is non-refundable in the event the Purchase Price is the highest bid but Buyer cannot timely complete the sale as provided within the Purchase Agreement. Buyer's Deposit shall be promptly returned to IPC in the event that (i) IPC provides written notice to the Trustee that it is unable for any reason to acquire Commonwealth's interest in the Commonwealth Loan Documents; (ii) the Trustee fails to select IPC as the highest and best bidder for the Sale Property; (iii) the Court fails to approve the sale to IPC in accordance with the terms of the Purchase Agreement on the date first set by the Court for hearing this motion; or (iv) if the Trustee does not otherwise perform his obligations as required by the Agreement. The Buyer's Deposit or Carve Out Amount will be paid to the Estate upon entry of an order

approving the sale of the Sale Property to IPC where IPC is the successful bidder.

4. IPC's proposed purchase price for the ABC License is \$15,000, with pre-sale liens attaching to the proceeds of such sale.

II. OVERBID PROCEDURE:

1. The Court will approve the sale to the highest and best bidder as selected and determined by the Trustee.

2. Potential overbidders for the Sale Property must bid an initial amount of the Purchase Price plus \$25,000, PLUS the Overbidder's Deposit (defined below) by cashier's check made payable to Arturo Cisneros, Trustee delivered to the Trustee at the time of or before the sale hearing set by the Court. Potential overbidders should be advised in advanced that there is a consensual lien of Joan DeFazio securing an obligation to her of approximately \$750,000 as well as numerous Federal and State Tax Liens totally approximately \$579,000. The Trustee will take into account the amount of the overbid, the amount of the Allowed Claims and the Commonwealth Obligations, and the amount due to Ms. DeFazio in determining which bid is the highest and best bid. The Trustee will accept the bid which, in his sole discretion and in exercising his business judgment, represents the highest and best bid when considering all of the relevant factors known to him regarding the Sale Property and the Debtor. Overbids must be in writing and be received by the Trustee at least one business days prior to the hearing.

3. Overbids must be accompanied by certified funds in the amount of \$50,000.00 (the "Overbidder's Deposit").

4. If the Overbidder is not the successful purchaser, he shall be entitled to a refund of his deposit.

5. In the event the successful overbidder fails to close escrow by reason of the successful overbidder's failure to immediately and unconditionally pay the Purchase Price as increased by overbid in cash or certified funds at the close of escrow, the Overbidder's Deposit shall be non-refundable, said forfeiture shall be construed as liquidated damages, and the Trustee shall be released from his obligation to sell the Sale Assets to the successful overbidder.

6. The overbidder must seek to acquire the Sale Property on the terms and conditions not less favorable to the Estate than the terms and conditions to which IPC has agreed to purchase the Sale Property as set forth in the Purchase and Sale Agreement, including, without limitation, the provision that the bidder must be obligated to perform within the same time frame that IPC would be obligated to perform under the Purchase Agreement.

7. In the event the Buyer does perform, and IPC elects not to increase its bid in an amount in excess of the overbid, the Overbidder's Deposit shall be credited to the purchase price.

8. The Buyers Deposit and any unsuccessful Overbidder's Deposit that is otherwise refundable shall be refunded within ten (10) days of the final bidding round, without further court order.

9. With respect to the sale of the ABC License free and clear of liens with liens attaching to the proceeds, the overbid amount shall be \$1,000 above IPC's proposed purchase price of \$15,000. Any overbidder shall qualify themselves at the time of the hearing by providing a cashier's check for the full amount of the overbid.