

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Franklin C. Adams, Bar No. 85351 franklin.adams@bbklaw.com BEST BEST & KRIEGER, LLP 3390 University Avenue, Fifth Floor Riverside, CA 92502-1028 Telephone: (951) 686-1450 Facsimile: (951) 686-3083 franklin.adams@bbklaw.com</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Robert S. Whitmore, Chapter 7 Trustee for the Bankruptcy Estate of Gonzalez Shipping, Inc.</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>GONZALEZ SHIPPING, INC.</p> <p align="right">Debtor(s).</p>	<p>CASE NO.: 6:15-bk-12879-MH CHAPTER: 7</p> <p align="center">NOTICE OF SALE OF ESTATE PROPERTY</p>
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<p>Sale Date: September 16, 2015</p>	<p>Time: 11:00 a.m.</p>
<p>Location: UNITED STATES BANKRUPTCY COURT, COURTROOM #303, 3rd Floor, 3420 Twelfth Street, Riverside, California 92501</p>	

Type of Sale: Public Private **Last date to file objections:** September 2, 2015

Description of property to be sold: See description of property to be sold below and the property listed Upon the attached Exhibit 1

Terms and conditions of sale: SEE ATTACHED EXHIBIT 2

Proposed sale price: \$110,000 Subject to overbid starting at \$125,000. (See below and Exhibit 2)

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 Exhibit 2

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

United States Bankruptcy Court

Central District of California

Courtroom #303, 3rd Floor

3420 Twelfth Street

Riverside, California 92501

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

Franklin C. Adams

franklin.adams@bbklaw.com

3390 University Avenue, 3rd Floor

Riverside, California 92501

Telephone: (951) 686-1450

Facsimile: (951) 686-3083

Date: August 26, 2015

Description of Property to be Sold:

(1) tangible personal property of UPS Store #5143 (the "Personal Property") a description of which is attached hereto as Exhibit 1, located at 26025 Newport Road, Suite A in Menifee, California (the "Premises"); (2) the Franchise Agreement connected to UPS Store #5143; and (3) the fictitious business name "The UPS Store" connected with UPS Store #5143 (collectively the "Business"), on an "as is", without warranty or guarantee basis, for the purchase price of \$110,00, subject to overbid starting at \$125,000, at an auction requested to be held at the Sale Hearing, and subject to Court approval and modifications, if any, to proposed Buyers Scott Forrest and Denise Forrest, or their designee, or to the successful Buyer(s) at the Sale Hearing, with all liens and encumbrances and the Landlord's Cure Amount, less all payments made, to be paid from the proceeds of the sale as part of the sale escrow and with the specific finding that the successful Buyer(s) is/are a good faith purchaser(s) under 11 U.S.C. § 363(m). The terms and conditions of the sale are more fully set forth in the proposed Sale Agreement, which is attached to the Motion as Exhibit 1.

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

EXHIBIT “1”

Inventory of Equipment of the UPS Store #5143

Located at 26025 Newport Rd #A, Menifee, CA 92584

1. 2 Display cases for office and shipping retail supplies w/ locking pull down doors
2. 6 window box light fixtures for resale items (Fax, Shipping, notary, ...)
3. 2 Counter stations (attached to each other)
 - a. 2 150 lbs. scales w/display
 - b. 2 z-printers (UPS Labels)
 - c. 2 register printers (customer receipt)
4. 2 Fax / Scanner / Printer HP 8610
5. 2 Retail computer setup w/ receipt printers and credit card keypads (new in 2014 w/ chips processing)
6. Postage / email computer setup
 - a. Small Postage printer
 - b. Postage scale
7. Back-office computer setup (new in 2014)
 - a. Lexmark printer
8. Laptop live scan computer w/finger scanner & License scanner w/ portable backpack
9. Manual finger printing setup w/cards
10. 300 mailbox area setup with doors (5) on 8 unit system
11. Paper display
12. Comb Binding machine
13. Laminating machine
14. Electric hole punch
15. 3 Phones
16. Key cutting manual machine
17. Lg. Key display case and storage
18. Box Shelving (metal with wood shelves)
19. Cutting and Bubble table w/underneath storage
20. Office Table w/chair
21. Filing cabinets
22. Other cabinets sets (mailbox area, printer area, work areas)
23. Sm refrigerator
24. Sm microwave
25. Sm moving dolly
26. Vacuum cleaner
27. Shop vacuum
28. Foam Peanut Dispenser
29. Misc. cutters, tape dispensers (misc. packaging supplies store use)
30. Misc. office supplies for store use
31. Inventory boxes and other items

EXHIBIT “2”

1 **Exhibit 2 – Requested Auction Bidding and Other Sale Hearing Procedures**

2 Pursuant to the Trustee’s Motion for Order for Approval of Sale of Estate Property,
3 Subject to Overbid (the “Motion”), the Trustee requested the following auction bidding and other
4 procedures at the Sale Hearing.

5 1. Auction Bidding. The Trustee requested that the sale of UPS Store #5143 be
6 subject to auction bidding at the Sale Hearing, that the auction bidding be held in open court at
7 the Sale Hearing, and that the results of the auction bidding be subject to approval by the Court.

8 2. Overbid Deposit. The Trustee requested that any party wishing to bid (the
9 “Bidder”) at the Sale Hearing shall deliver a minimum of two (2) business days prior to the Sale
10 Hearing: (1) a certified check made payable to “R.S. Whitmore, Trustee” in an amount not less
11 than One Thousand and No/100 Dollars (\$1,000.00) (the “Overbid Deposit”), which shall be
12 considered as non-refundable to such party unless the Trustee (i) fails to pursue the sale of UPS
13 Store #5143 to such party as contemplated by the proposed Sale Agreement or (ii) fails to convey
14 UPS Store #5143 to such party as provided in the proposed Sale Agreement and such failure
15 constitutes a default by the Trustee; (2) proof that Bidder has reached an agreement with Landlord
16 for the lease of the Premises; (3) proof that the Bidder has secured the consent of UPS/MBE as a
17 franchisee; (4) proof of a signed Letter Agreement with the Trustee on the same or substantially
18 the same terms as set forth in proposed Sale Agreement attached to the Motion as Exhibit 1; and
19 (5) the Bidder’s Confirmation of the Bidder’s qualifications, as described below, to counsel for
20 the Trustee addressed as follows:

21 Mr. Franklin C. Adams
22 Best Best & Krieger LLP
23 3390 University Avenue, Fifth Floor
Riverside, CA 92501

24 Any party failing to comply with the requirements of the Overbid Deposit and the
25 Bidder’s Confirmation shall be barred from participating in the auction.

26 3. Initial Minimum Overbid Amount and Minimum Incremental Bid Amount. The
27 Trustee requested that the Court establish the “Initial Minimum Overbid Amount” which shall in
28 no event be less than One Hundred and Twenty Five Thousand and No/100 Dollars

1 (\$125,000.00).

2 4. Discretion to Accept Bids in the Best Interests of the Estate. The Trustee
3 requested authority to review each of the bids received at the Sale Hearing and to select the bid or
4 combination of bids for UPS Store #5143 which would be the most beneficial to the Bankruptcy
5 Estate, subject to approval by the Court. The Trustee further requested that at the Sale Hearing,
6 the Court shall approve the successful Buyer(s).

7 5. Bidder's Confirmation and Due Diligence. The Trustee requested that each
8 potential bidder may conduct due diligence on UPS Store #5143 prior to the Sale Hearing, that all
9 due diligence must be concluded prior to the Sale Hearing, and that each party wishing to bid at
10 the Sale Hearing shall execute and deliver to the Trustee's counsel a written statement advising
11 the Trustee's counsel and the Court that: (1) such potential bidder has conducted all the
12 diligence such potential bidder desires to conduct and has approved the same; (2) such potential
13 bidder agrees to purchase UPS Store #5143 on the same terms and conditions provided in the
14 proposed Sale Agreement (subject to any variations to the proposed Sale Agreement that may be
15 required by the Court or permitted by Trustee in his reasonable judgment); (3) such potential
16 bidder acknowledges and agrees that the sale of UPS Store #5143 is made on an "AS IS"
17 "WHERE IS" basis with no representations or warranties of any kind, expressed or implied; and
18 (4) such potential bidder agrees to be bound by the Final Closing Consideration as set by the
19 Court and has the ability to pay such Final Closing Consideration, together with evidence
20 satisfactory to the Trustee of an ability to pay the final purchase price following the Sale Hearing
21 (the "Bidder's Confirmation"). The Bidder's Confirmation must be delivered together with the
22 Overbid Deposit a minimum of two (2) business days prior to the Sale Hearing to the Trustee's
23 counsel as set forth above.

24 6. Objections. The Trustee requested that if the Court sets any further dates for
25 objections to the Motion, any reply thereto, the Sale Hearing, or any other dates, that any such
26 dates be consistent with the deadline for Closing, which is October 31, 2015.

27 7. Consistency with Local Rules. The Trustee requested that the Court shall make a
28 good faith finding under 11 U.S.C. § 363(m) that the above-requested procedures are consistent

1 with the local rules and guidelines.

2 8. Additional Procedures. The Trustee requested that the Court shall establish such
3 other procedures as may be necessary or desirable for the orderly administration of the
4 Bankruptcy Estate, including without limitation, any procedures posted by the Court.

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