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FOR COURT USE ONLY

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

In re: WILLIAM GINZBURG Debtor(s).	CASE NO.: 1:11-bk-11378 MT

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: February 29, 2012	**Time:** 11:00 a.m.
Location: U.S. Bankruptcy Court, Courtroom 302, 21041 Burbank Boulevard, Woodland Hills, CA 91367-6603	

Type of Sale: ☒ Public ☐ Private

Last date to file objections: February 15, 2012

Description of Property to be Sold: (1) Assignment of unexpired lease of non-residential real property at 13155 Mindanao Way, Suite D-5, Marina Del Rey, California 90202; (2) Assignment of unexpired lease of non-residential real property at 3130 Sepulveda Boulevard, Suite D & E, Los Angeles, California 90034; and (3) Bankruptcy Estate's corporate stock interest in Marina Dental Corporation (collectively, the "Assets")

Terms and Conditions of Sale: Subject to the Overbid Procedures, the Assets will be sold to the Debtor (or a newly-created entity of the Debtor) for $33,000.00 (which is nonrefundable except in the very limited circumstance that the Assets are sold to an overbidder). The Assets will be sold as a single package, such that the buyer must pay the full purchase price whether the Court approves the sale or transfer of one or all of the Assets. In other words, there will be no reductions in the total purchase price in the event the Court denies the assumption, assignment or sale of any of the Leases or the Stock.

To the extent the Court determines that any defaults exist under either of the Leases that must be cured prior to assumption and assignment (whatever the case may be), the successful buyer shall have the sole and exclusive responsibility to make any such cure payments and satisfy any other payment obligations (and otherwise resolve any disputes relating to the same, as well as in regard to any issues surrounding adequate assurance of future performance), and such payments shall not serve to reduce or discount the total purchase price for the Assets in any amount. The Trustee or Estate shall have no obligation in this regard.

Proposed Sale Price: 33,000.00

Overbid Procedure (If Any): Any party wishing to bid on the Assets shall advise the Trustee of their intent to bid on the Assets and the amount of their Overbid, which must be at least $5,000 more than the current selling price of $33,000.00, by no later than 5:00 p.m., Pacific Standard Time, on February 27, 2012 (the "Overbid Deadline"). Any overbidder must provide the Trustee with a cashier's check, payable to "David K. Gottlieb, Chapter 7 Trustee," in an amount that is at least 50% of the total amount of the Overbid (but only up to a maximum of $30,000.00) to serve as a deposit towards the total purchase price. This deposit must be delivered so that it is received by the Trustee's counsel by no later than the Overbid Deadline. Any Overbidder must also provide the Trustee with evidence of the proposed buyer's financial ability to pay the full amount of the Overbid so that such evidence is received by the Trustee's counsel by no later than the Overbid Deadline. In the event the Trustee receives multiple Overbids in the same amount, the Trustee will accept the Overbids in the order they are received and shall adivse the party who submitted such Overbid last that it must make a higher Overbid to be eligible to purchase the assets. All parties who have submitted timely bids and otherwise have satisfied the foregoing requirements will be able to participate in an auction to be conducted at the hearing on the Motion as is necessary. To the extent an Overbidder becomes the successful bidder, the Overbidder's deposit will be applied towards the total purchase price.

The successful Overbidder must tender the balance of the total purchase price to the Trustee via cashier's check within five calendar days following entry of the order approving the assignment and/or sale of any of the Assets to such Overbidder. To the extend an Overbidder is not the successful bidder, the Deposit will be refunded by the Trustee. Any Overbidder's tender of their deposit to the Trustee shall serve as that Overbidder's agreement with these proposed overbid procedures and the terms of the assignment and sale of the Assets discussed therein, including, but not limited to, the requirement to pay the full purchase price irrespective of whether the Court approves the assumption, assignment, and/or sale of less than all of the Assets.

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

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e:mail address):

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Date: February 2, 2012