

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Daniel J. Weintraub, SBN 132111 Nina Z. Javan, SBN 271392 WEINTRAUB & SELTH, APC 11766 Wilshire Boulevard, Suite 1170 Los Angeles, CA 90025 Telephone: (310) 207-1494 Facsimile: (310) 442-0660 Email: nina@wsrlaw.net</p> <p>General Bankruptcy Counsel for Chapter 11 Debtor and Debtor In Possession, VIKEN MANJIKIAN</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: VIKEN MANJIKIAN</p>	<p>FOR COURT USE ONLY</p>
<p align="center">UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION</p>	
<p>In re:</p> <p>VIKEN MANJIKIAN,</p> <p align="center">Debtor and Debtor In Possession.</p> <p align="right">Debtor(s).</p>	<p>CASE NO.: 2:17-bk-24801-BB CHAPTER: 11</p> <p align="center">NOTICE OF SALE OF ESTATE PROPERTY</p>

<p>Sale Date: 09/26/2018</p>	<p>Time: 10:00 am</p>
<p>Location: 255 E. Temple Street, 1539, Los Angeles, CA 90012</p>	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** 09/FG/2018

Description of property to be sold:

U3 * ^ A d q A ^ a } & A 4038 Sungate Drive, Palmdale, California 93551.

Terms and conditions of sale:

"AS-IS" and "WHERE-IS". Subject to overbidding, and without warranty or representations. Sale is to be free and clear of liens, interests, claims, and encumbrances, with such liens, interests, claims, and encumbrances to attach to the Sale proceeds with the same priority and rights of enforcement as previously existed. No conditions to closing other than entry of court order approving sale.

Proposed sale price: \$ 425,000.00

Overbid procedure (if any):

See attached "Exhibit A".

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

Date: September 26, 2018

Time: 10:00 a.m.

Location: U.S. Bankruptcy Court, Courtroom 1539, 255 E. Temple Street, Los Angeles, CA 90012

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

Nina Z. Javan, Esq.

WEINTRAUB & SELTH, APC

11766 Wilshire Boulevard, Suite 1170

Los Angeles, CA 90025

Telephone: (310) 207-1494

Facsimile: (310) 442-0660

Email: nina@wsrlaw.net

Date: 09/05/2018

EXHIBIT A

EXHIBIT A – OVERBID PROCEDURE

While the Debtor¹ is prepared to consummate the Sale of the Property to the Buyers pursuant to the Sale Agreement, he is obligated to seek the maximum price for the Property. Accordingly, the Debtor requests that the Court authorize him to implement the following bid procedures regarding the sale of the Property (*i.e.*, the “Bid Procedures”):

1. Present at Hearing: The Buyers and each Qualified Bidder (as defined below) must be present either physically or telephonically at the hearing on the Sale Motion (the “Sale Hearing”) or be represented by an individual or individuals with the authority to participate in the overbid process.
2. Notice of Overbid: Any party wishing to participate in the overbid process must become a “Qualified Bidder” by doing all of the following: (i) notify the Debtor’s counsel in writing directed to Nina Z. Javan via email addressed to nina@wsrlaw.net of his/her/its intention to do so not later than **5:00 p.m. PT on September 24, 2018**; (ii) provide an earnest money deposit (the Overbid Deposit, as defined below), made payable to the Debtor, to the Debtor’s counsel at or prior to the Sale Hearing; (iii) produce evidence of financial ability to close the transaction to the Debtor’s counsel at or prior to the Sale Hearing, with such evidence to be approved by the Debtor in his sole discretion; and (iv) agree in writing to be bound to the terms of the Sale Agreement, except for (i) price and (ii) the \$15,000.00 escrow credit provided to the Buyers, which shall not be provided to any Successful Bidder (as defined below) except the Buyers, with such agreement provided to Debtor’s counsel at or prior to the Sale Hearing. The Buyers are deemed to be Qualified Bidders.
3. Earnest Money Deposit: Each party participating in the overbid process (except for

¹ Unless otherwise defined, all capitalized terms herein shall have the same meaning as in the “*Notice of Motion and Motion for Order: 1) Approving Sale of Real Property Located at 41038 Sungate Drive, Palmdale, CA 93551, Free and Clear of All Liens, Interests, Claims, and Encumbrances Pursuant to 11 U.S.C. § 363(b) and (f); 2) Approving Bid Procedures; and 3) Determining That Buyers Are Entitled to Protection Pursuant to 11 U.S.C. § 363(m); Memorandum of Points and Authorities; Declarations of Viken Manjikian and Mohammad Sandhu in Support Thereof*” filed on September 5, 2018.

the Buyers, who have already paid the Deposit to escrow), must remit to the Debtor's counsel, at or prior to the Sale Hearing payment in the form of a cashier's check or money order (no other form of payment shall be accepted) payable to "Viken Manjikian, Chapter 11 Debtor In Possession" in the amount of Twelve Thousand, Seven Hundred and Fifty Dollars (\$12,750.00) (the "Overbid Deposit"). The Overbid Deposit shall not be refundable if the Qualified Bidder submitting such Overbid Deposit is the Successful Bidder (as defined below) and is thereafter unable to complete the purchase of the Property per the terms of the proposed Sale within fifteen (15) calendar days after entry of the Sale Order.

4. Initial Overbid: The Debtor proposes that the initial overbid for the Property be not less than Four Hundred and Twenty-Five Thousand (\$425,000.00), with subsequent overbids being made in minimum increments of Five Thousand Dollars (\$5,000.00).
5. Successful Bidder subject to terms of Sale Agreement: The Qualified Bidder(s) presenting the successful (highest and best) bid at the Sale Hearing shall be referred to as the "Successful Bidder." In the event that the Successful Bidder is not the Buyers, the Successful Bidder shall then become the buyer under the Sale Agreement under the same terms and conditions as the Sale Agreement, except that (i) the Successful Bidder shall pay the amount of the successful bid, rather than the price set forth in the Sale Agreement; and (ii) a Successful Bidder other than the Buyers shall not be entitled to a \$15,000.00 credit toward costs of sale. Under these circumstances, the Sale Agreement with the Buyers would no longer be effective, and the Buyer would be entitled to full refund of the Deposit. The Qualified Bidder with the next highest and/or best bid (the "Backup Bid") would become the "Backup Bidder." In the event the Successful Bidder is unable to consummate the Sale, the Backup Bidder would be required to proceed with the Sale in the amount of the Backup Bid, and would be bound to the terms of the Sale Agreement in the same manner as any Successful Bidder who is not the Buyers.

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:

11766 Wilshire Blvd., Suite 1170, Los Angeles, CA 90025

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)* 09/05/2018, 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)* 09/05/2018, 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.

JUDGE: Hon. Sheri Bluebond, U.S. Bankruptcy Court, 255 E. Temple Street, Suite 1534, Los Angeles, CA 90012

☐ 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.

09/05/2018
Date

Brian Reed
Printed Name

/s/Brian Reed
Signature

ADDITIONAL SERVICE INFORMATION (if needed):

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

COURTESY NEF (INTERESTED PARTY): Todd S Garan chl1ecf@aldridgepite.com, TSG@ecf.inforuptcy.com;tgaran@aldridgepite.com

ATTORNEY FOR DEBTOR: Nina Z Javan nina@wsrlaw.net, brian@wsrlaw.net

ATTORNEY FOR OUST: Kenneth G Lau kenneth.g.lau@usdoj.gov

ATTORNEY FOR DEBTOR: James R Selth jim@wsrlaw.net, jselth@yahoo.com; brian@wsrlaw.net; vinnet@ecf.inforuptcy.com

OUST: United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov

ATTORNEY FOR DEBTOR: Daniel J Weintraub dan@wsrlaw.net, vinnet@ecf.inforuptcy.com;brian@wsrlaw.net

ATTORNEY FOR CREDITORS SARKIS AND ALICE MANJIKIAN: Blake J Lindemann Blake@lawbl.com, Nataly@lawbl.com

ATTORNEY FOR CREDITOR DAIMLER TRUST: Randall P Mroczynski randym@cookseylaw.com