

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address		FOR COURT USE ONLY	
AMY L. GOLDMAN E-mail: Marisol.jaramillo@lewisbrisbois.com 633 W. 5th Street, Suite 4000 Los Angeles, CA 90071 Telephone: 213.250.1800 Facsimile: 213.250.7900			
<input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:			
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION			
In re: M.S. Namazikhah, D.M.D., a Dental Corporation,		CASE NO.: 1:17-bk-13094-MB CHAPTER: 7	
Debtor(s).		NOTICE OF SALE OF ESTATE PROPERTY	
Sale Date: 06/27/2018		Time: 11:00 am	
Location: 21041 BURBANK BLVD, COURTROOM NO. 303 WOODLAND HILLS, CA 91367			

Type of Sale: ☒ Public ☐ Private

Last date to file objections: 06/13/2018

Description of property to be sold:

The estate's interest in certain dental office equipment and furniture. See attached Motion for an Order (1) Approving and Authorizing The Sale of The Estate's Interest in Certain Assets Under The Asset Purchase Agreement; (2) Approving The Proposed Overbid Procedure; and (3) Determining That Buyer is Entitled to §363(m) Protection

Terms and conditions of sale:

The proposed sale will be on an "as is" and "where is" basis, and without any representations and/or warranties except as set forth herein in the Asset Purchase Agreement, subject to Bankruptcy Court approval and overbid. The Trustee also seeks authority from this Court to solicit and consider overbids concerning the sale of the Assets at the hearing on the Motion. Finally, the Trustee requests that the Court find that the Buyer is a good faith purchaser, entitled to the protections afforded under section 323(m) of the Bankruptcy Code

Proposed sale price: \$ 7,500.00 See the Sale Motion for full details.

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 the Sale Motion for full details.

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

June 27, 2018
11:00 a.m.
United States Bankruptcy Court
Courtroom 303
21041 Burbank Blvd.
Woodland Hills, CA 91367

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

Amy L. Goldman, Chapter 7 Trustee
E-mail: Marisol.jaramillo@lewisbrisbois.com
633 W. 5th Street, Suite 4000
Los Angeles, CA 90071
Telephone: 213.250.1800
Facsimile: 213.250.7900

Date: 06/05/2018

1 AMY L. GOLDMAN
E-mail: Marisol.jaramillo@lewisbrisbois.com
2 633 W. 5th Street, Suite 4000
Los Angeles, CA 90071
3 Telephone: 213.250.1800
Facsimile: 213.250.7900
4

5 Chapter 7 Trustee
6
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8

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SAN FERNANDO VALLEY DIVISION

11 In re

12 M.S. Namazikhah, D.M.D., a Dental
13 Corporation,

14 Debtor.
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CASE NO. 1:17-bk-13094-MB

Chapter 7

**TRUSTEE'S MOTION FOR AN ORDER
(1) APPROVING AND AUTHORIZING
THE SALE OF THE ESTATE'S
INTEREST IN CERTAIN ASSETS
UNDER THE ASSET PURCHASE
AGREEMENT; (2) APPROVING THE
PROPOSED OVERBID PROCEDURE;
AND (3) DETERMINING THAT BUYER
IS ENTITLED TO §363(m)
PROTECTION; MEMORANDUM OF
POINTS AND AUTHORITIES;
DECLARATIONS OF AMY L.
GOLDMAN and MOHAMMAD SEDEGH
NAMAZIKHAH, D.M.D. IN SUPPORT
THEREOF**

[11 U.S.C. §363(b), (f) & (m); LBR 9013-1 &
6004; and FRBP 6004]

Hearing Date:

Date: June 27, 2018

Time: 11:00 a.m.

Ctrm: 303

21041 Burbank Blvd.

Woodland Hills, CA 91367

26 TO THE HONORABLE MARTIN R. BARASH, UNITED STATES BANKRUPTCY
JUDGE:

27 AMY L. GOLDMAN, Chapter 7 Trustee ("Trustee" or "Movant") for the bankruptcy
28 estate ("Estate") of M.S. Namazikhah, D.M.D.; A Dental Corporation ("Debtor"). hereby moves

1 this Court for authority to the sell certain Debtor's assets further described herein (collectively, the
2 Assets) to Essential Endodontics, Inc. (the "Purchaser" or "Buyer") or to successful overbidder
3 approved by the Trustee, on an "as is" and "where is", without any representation or warranty
4 whatsoever, subject to any existing claims, liens, encumbrances and interests in such property
5 ("Motion"). The sale terms and conditions are memorialized in the Asset Purchase Agreement
6 dated March 21, 2018 (the "APA") attached as **Exhibit "A"** to the Trustee's Declaration
7 ("Goldman Declaration") annexed hereto. In support of the Motion, the Trustee respectfully
8 represents as follows:

9 This motion is predicated upon 11 U.S.C. §§ 105 and 363(b), (f) and (m) ("Bankruptcy
10 Code"), the Fed. R. Bankr. Proc. 2002 and 6004, and LBR 6004-1 and 9013-1. The Motion is
11 supported by the annexed Memorandum of Points and Authorities and the Goldman Declaration
12 and such other evidence and argument as may be presented at the sale hearing.

13 **I.**

14 **JURISDICTION**

15 This Court has jurisdiction over this Motion under 28 U.S.C. §§ 157 and 1334. This
16 matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A) and (N).

17 **II.**

18 **SUMMARY OF RELIEF SOUGHT**

19 The Trustee, through this Motion, seeks Court authority to sell the estate's interest in
20 various old dental equipment and personal property assets, pursuant to 11 U.S.C. §§ 363(b),
21 363(f), and 363(m), for the Purchase Price of Seven Thousand Five Hundred Dollars (\$7,500), of
22 which has fully been tendered by Purchaser to the Trustee in the form of two (2) separate
23 Cashier's Checks.

24 The proposed sale will be on an "as is" and "where is" basis, and without any
25 representations and/or warranties except as set forth herein in the APA, subject to Bankruptcy
26 Court approval. In addition, the Trustee requests that the Court find that the Purchaser is a good
27 faith purchaser within the meaning of 11 U.S.C. § 363(m).

28 The Trustee believes that the proposed sale is in the best interest of the estate and its

1 The Trustee believes that the proposed sale is in the best interest of the estate and its
2 creditors and should be approved as: (1) consideration for the sale is reasonable and (2) the Estate
3 will benefit as a result of the sale.

4 **MEMORANDUM OF POINTS AND AUTHORITIES**

5 **III.**

6 **STATEMENT OF FACTS**

7 1. The instant bankruptcy case (the "Bankruptcy Case") was commenced by the filing
8 of a voluntary petition for relief chapter 7 of the Bankruptcy Code on November 17, 2017
9 ("Petition Date"). Shortly thereafter, Amy L. Goldman was appointed to serve as the chapter 7
10 trustee of the Debtor's bankruptcy estate.

11 2. Prior to the Petition Date, the Debtor operated a dental practice at 16661 Ventura
12 Boulevard, Suite 606, Encino, CA 91436 and in connection with the operation of such dental
13 practice, acquired various equipment and personal property assets.

14 3. Debtor's Schedule B lists the assets as office furniture and equipment with a total
15 value of \$5,000. Upon conducting a preliminary analysis of the Assets, the Trustee has
16 determined that they may have sufficient value to benefit the estate's creditors if administered by
17 the Trustee.

18 4. Essential Endodontics, Inc. provided an offer to purchase the Assets for \$7,500.
19 The Trustee has accepted the offer from the Purchaser and the parties entered into an Asset
20 Purchase Agreement¹ dated March 21, 2018. A true and correct copy of the APA is attached as
21 Exhibit "A" to the Goldman Declaration annexed hereto.

22 5. The salient terms of the APA are as follows:

- 23 a. Purchaser is buying the estate's interest in the office furniture and equipment
24 listed in the APA in the sum of \$7,500 on an "as is", "where is" basis without
25 any guaranty or warranty except as to representations expressly made by the
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27 ¹ Capitalized terms not defined herein shall have the meaning ascribed in the APA.
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1 parties in the APA.

2 b. Purchaser shall tender the Earnest Money Deposit of \$3,750 to the Trustee upon
3 the execution of the Agreement.

4 c. The balance of the Purchase Price shall be payable in full, by cashier's check
5 delivered to the Trustee within thirty (30) days after the entry of a Court order
6 approving the Agreement and authorizing the sale of the Property to Purchaser.

7 d. The sale is subject to court approval after a noticed hearing. The bankruptcy
8 court shall retain jurisdiction to determine any dispute regarding, or to enforce
9 any terms of the APA.

10 6. The Trustee has received the Debtor's Earnest Money Deposit and balance of the
11 purchase Price in the sum of Seven Thousand Five Hundred dollars (\$7,500) which is to be
12 applied to the Purchase Price as specified in the APA.

13 7. The sale shall be free and clear of all liens, claims, encumbrances and interests if
14 any. Trustee is also requesting the Court to deem the Purchaser a good faith purchaser pursuant to
15 § 363 (m).

16 8. In an effort to attract additional offers, the Trustee will file a notice of sale of the
17 Property for purposes of the Court's posting on the bankruptcy court website for the Central
18 District of California and the sale will be subject to overbids as discussed below.

19 9. The Trustee respectfully submits that the proposed sale is in the best interest of the
20 estate and should be approved as: (1) consideration for the sale is reasonable and (2) the estate will
21 benefit as a result of the sale.

22 **III.**

23 **DISCUSSION**

24 A. **The Proposed Sale Should be Approved as Fair, Reasonable and in the Best Interest**
25 **of the Estate.**

26 Section 363 of the Bankruptcy Code and Fed. R. Bankr. Proc. 6004 authorize the Trustee
27 to sell estate property outside the ordinary course of business following a noticed hearing on terms
28

1 that are fair and reasonable and the result of an arms-length transaction. In accordance with Fed.
2 R. Bankr. Proc. 6004(f)(1), sale of property outside the ordinary course of business may be by
3 private sale or by public auction. Here, Trustee believes that the ability to select the highest bidder
4 at a Court-supervised auction enhances the chances of the estate to obtain the highest and best
5 price for the Property that benefits the estate.

6 Although § 363 does not set a standard for determining whether the sale of assets outside
7 of the ordinary course of business should be approved, bankruptcy courts usually consider several
8 factors, including: (1) whether a sufficient business reason exists for the sale; and (2) whether the
9 proposed sale is in the best interest of the estate, which in turn consists of the following factors: (a)
10 that terms of the sale are fair and reasonable; (b) that the proposed sale has been adequately
11 marketed; (c) that the proposed sale terms have been properly negotiated and proposed in good
12 faith; and (d) that the purchaser is involved in an arms-length transaction with the seller. See *In re*
13 *Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991) ("In approving any sale
14 outside the ordinary course of business, the court must not only articulate a sufficient business
15 reason for the sale, it must further find it is in the best interest of the estate, i.e., it is fair and
16 reasonable, that it has been given adequate marketing, that it has been negotiated and proposed in
17 good faith, and that it is an 'arms-length' transaction"); *Matter of Phoenix Steel Corp.*, 82 B.R.
18 334, 335-356 (Bankr. D. Del. 1987) (In determining whether a proposed sale of equipment is
19 proper under § 363, courts should consider whether the proposed sale is fair and equitable,
20 whether there was a good business reason for completing the sale, and whether the transaction is
21 proposed in good faith.); *In re Alves*, 52 B.R. 353, 355 (Bankr. D.R.I. 1985) (whether to approve a
22 sale under § 363 depends upon the integrity of sale and the best interest of bankruptcy estate). All
23 of the foregoing factors have been satisfied here.

24 1. *A valid business justification and sound business reason support the sale.*

25 The Ninth Circuit Bankruptcy Appellate Panel has applied a flexible, case by case
26 test to determine whether a sound business purpose justifies a proposed sale under § 363(b).
27 *Walters v. Sunwest Bank (In re Walters)*, 83 B.R. 14, 15-16 (BAP 9th Cir. 1988).

Here, the Trustee has satisfied all of the applicable elements discussed above concerning the proposed sale of the Property and the Trustee has good and sound reasons for the sale. Though the office furniture and equipment has been subjected to use, there is value to the purchaser in that they would need to expend greater funds to purchase newer equipment.

2. The proposed sale is in the best interest of the estate.

The estate's creditors will benefit upon the close of the sale. Trustee believes the offer presented by the Purchaser and the sale would yield funds that can be distributed to administrative and unsecured claimants on account of their allowed claims. Selling the Office furniture and equipment will not only allow for the estate to eliminate assets on an "as is," "where is" bases to recover money for creditors, but would help maximize the value of the Office furniture and equipment. For all of the reasons stated above, the Trustee submits the proposed sale of the Office furniture and equipment to Purchaser should be approved.

B. The proposed sale is in good faith and thus, Purchaser should be afforded § 363(m) protection.

The sale of used dental office furniture and equipment is a niche market and finding the appropriate Purchaser can be difficult particularly since there is a limited market for this type of asset and the Purchaser already paid more than the scheduled value.

Section 363(m) protects the validity of a sale from the "reversal or modification on appeal of an authorization under subsection (b) or (c) of [§ 363] of a sale or lease of property" so long as the buyer "purchased or leased such property in good faith" and the appellant fails to obtain a stay of the sale. Although the Bankruptcy Code does not define "good faith," courts have found that the good faith requirement focuses primarily on the disclosure of all material terms of the sale and the absence of fraud or collusion between bidders. *See In re Abbotts Diaries*, 788 F.2d at 147-48; *see also In re Apex Oil Co.* 92 B.R. 847, 869-71 (Bankr. E.D. Mo. 1988). In *T.C. Investors, et al. v. Joseph, et al. (In re M Capital Corp.)*, 290 B.R. 743 (BAP 9th Cir. 2003), the Bankruptcy Appellate Panel held that a bankruptcy court may not make a finding of good faith in the absence of evidence, but may make such a finding if appropriate evidence is presented. Only "fraud,

1 collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly
2 unfair advantage of other bidders" leads to a determination that there was a lack of good faith in
3 the sale proceeding. *In re M Capital Corp.*, 290 B.R. 743, 748 n.3 (BAP 9th Cir. 2003) (citation
4 omitted). As explained in *In re Adams Apple*, 829 F.2d 1484, 1489 (9th Cir. 1987), in connection
5 with a sale to a creditor under § 363(m), "we presume the [creditor's] good faith and then inquire
6 to see whether the presumption can be overcome." *Id.* at 969-70.

7 As supported by the Goldman Declaration and the declaration of the Purchaser
8 Essential Endodontics, Inc., the parties have acted at all times in good faith. The Buyer has no
9 connection with the Trustee. Moreover, the APA was negotiated at arms-length; and the proposed
10 Purchase Price is fair consideration for the Property *Id.* Similarly, the sale is subject to potential
11 overbids. The terms of the sale are disclosed in the notice of hearing on the sale that describes the
12 material terms of the proposed sale and terms of the overbid procedures. Based on the foregoing,
13 Buyer (or successful bidder) should be deemed a good faith purchaser under § 363(m).

14 **C. The Sale of the Property Satisfies the Requirement Should Be Free and Clear of All**
15 **Liens, Claims, Interests, and Encumbrances Under 11 U.S.C. § 363(f)**

16 Section 363(f) of the Bankruptcy Code provides that a trustee may sell the property of the
17 estate "free and clear of any interest in such property if: (1) applicable nonbankruptcy law permits
18 sale of such property free and clear of such interest; (2) such entity consents; (3) such interest is a
19 lien and the price at which property is to be sold is greater than the aggregate value of all liens on
20 such property; (4) such interest is in bona fide dispute; or (5) such entity could be compelled, in a
21 legal or equitable proceeding, to accept a money satisfaction of such interest." 11 U.S.C. § 363(f).
22 The Trustee seeks authority to sell the Property free and clear of all disputed liens and/or interests,
23 with such interests to attach to the sale proceeds, if any, in order to avoid any delay in the sale of
24 the Property.

25 To the best of the Trustee's knowledge, there are no liens against the assets.

26 **D. The Proposed Overbid Procedure Will Not Prejudice Any Interested Party And May**
27 **Substantially Benefit The Estate**

1 While the Trustee is prepared to accept the offer for the Estate's interest in the Property as
2 set forth above, she is obliged to seek the maximum price for the Property. Accordingly, the
3 Trustee requests that the Court authorize her to implement an overbid procedure regarding the sale
4 of the Property per the following provisions:

5 (1) Any party wishing to participate in the overbid process must notify the Trustee of
6 his/her/its intention to do so no later than three (7) calendar days before the hearing on the Motion;

7 (2) Each party participating in the overbid process (except for the Buyer, who already
8 paid a Deposit into escrow) must remit to the Trustee, prior to the hearing on the Motion, a deposit
9 in the form of a cashier's check or money order made payable to the Trustee, solely in her capacity
10 as Chapter 7 Trustee, in the amount of \$7,500. The deposit shall not be refundable if such party is
11 the successful bidder and is thereafter unable to complete the purchase of the Property per the
12 terms of the proposed sale after entry of an order approving this Motion;

13 (3) Each party (including the Buyer) must be present either physically or telephonically
14 at the hearing on the Motion, or represented by an individual or individuals with the authority to
15 participate in the overbid process;

16 (4) Any initial overbid for the Property must be in an amount not less than \$500;

17 (5) Subsequent minimum bid increments shall be set at not less than \$25;

18 (6) Any party participating in the overbid process shall not be precluded from
19 continuing to make bids after initially passing his/her/its turn or turns to overbid;

20 (7) The successful bidder must pay the full amount of the successful bid to the Trustee
21 within fifteen (15) calendar days after the entry of an order granting the Motion. In the event that
22 the Buyer is not the successful bidder of the Property, the successful bidder shall then become the
23 buyer under the same terms and conditions as set forth in the Agreement and shall waive all
24 contingencies regarding the purchase of the Property. Furthermore, if the successful bidder cannot
25 deliver the balance of the overbid sale price within fifteen (15) calendar days after the entry of an
26 order granting the Motion, the Trustee shall be authorized to accept the offer made by the next
27 highest bidder and the successful bidder's deposit shall be non-refundable.

1 E. **The Trustee Requests That the Court Waive the Fourteen-Day Stay Set Forth in**
2 **Bankruptcy Rule 6004(h).**

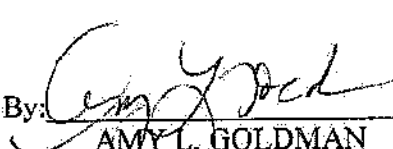
3 Bankruptcy Rule 6004(h) provides, among other things, that an order authorizing the sale
4 of property is stayed until the expiration of fourteen days after entry of the order, unless the Court
5 orders otherwise. In an effort to avoid prolonging the closing date of the sale, the Trustee requests
6 that the Court waive the fourteen-day stay to permit the Trustee to proceed immediately to close
7 the sale of the Property upon entry of an order granting the proposed sale. The Office equipment
8 and furniture is the only asset remaining to be liquidated in the bankruptcy estate. Trustee further
9 seeks authority from the Court to execute any instrument necessary to effectuate the transfer of the
10 estate's rights to the AR to the purchaser pursuant to Fed. R. Bankr. Proc. 6004(f)(2).

11 IV.

12 **CONCLUSION**

13 Based on the foregoing, the Trustee respectfully requests that the Court enter an Order: (1)
14 granting the within Motion; (2) approving the proposed overbid procedure set forth herein; (3)
15 authorizing the sale of the estate's interest in the Property to the Buyer pursuant to 11 U.S.C.
16 §363(b) and in accordance with the terms of the Asset Purchase Agreement; (3) approving the
17 terms and conditions of the sale of the estate's interest in the Property set forth in this Motion and
18 PSA; (4) authorizing the Trustee to execute the Asset Purchase Agreement and all related
19 documents and/or take further action to consummate the sale of the property. (5) finding that the
20 successful Buyer is a good faith purchaser within the meaning of 11 U.S.C. §363(m); (6)
21 approving the form and manner of notice provided by the Trustee; (7) waiving the 14-day stay of
22 FRBP 6004; and (8) granting all other appropriate relief as the Court deems proper.

23
24 DATED: June 4, 2018

25 By: 
26 AMY L. GOLDMAN
27 Chapter 7 Trustee
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DECLARATION OF AMY L. GOLDMAN

I, AMY L. GOLDMAN, hereby declare as follows:

1. I am the duly appointed, qualified and acting Chapter 7 Trustee (the "Trustee") for the bankruptcy estate (the "Estate") of M.S. Namazikhah, D.M.D., A Dental Corporation ("Debtor").

2. Except as otherwise stated herein, I have personal knowledge of the matters discussed below, and if called as a witness, I could and would competently testify thereto. The facts stated herein are true and correct to the best of my own knowledge, except as to such matters as may be stated upon information or belief, which I believe to be true.

3. This declaration is made in support of the motion ("Motion") for authority to sell to Essential Endodontics, Inc. ("Buyer") the Estate's rights, title and interest in certain Office equipment and furniture (the "Property") to which the Debtor is entitled for \$7,500.00 ("Purchase Price") pursuant to the Asset Purchase Agreement entered into as of March 21, 2018 (the "APA") attached hereto as **Exhibit "A."**

4. Among the potential assets of this bankruptcy estate currently known to me include, without limitation, the Property. The debtor's principal has offered to purchase the Property for more than the value listed in the schedules.

5. Upon appraising the Property, I have determined that it may have sufficient equity to benefit the estate's creditors if administered by me.

6. Pursuant to the Asset Purchase Agreement, I agree to sell the Property to Essential Endodontics, Inc. for the purchase price of \$7,500.00

7. The sale would yield funds that can be distributed to claimants on account of their allowed claims. This is the only asset remaining to be liquidated in the bankruptcy estate.

8. While I am prepared to accept the offer for the Estate's interest in the Property as set forth above, I request that the Court authorize me to implement an overbid procedure regarding the sale of the Property, as specified in the Motion, to seek the maximum price for the Property.

9. In the exercise of my business judgment, I believe that the Property should be sold

1 and that the sale, as proposed in the APA attached hereto as Exhibit "A" is reasonable and in the
2 best interests of the Estate.

3 I declare under penalty of perjury under the laws of the United States of America
4 that the foregoing is true and correct to the best of my knowledge, information and belief.

5 Executed this 4th day of May, 2018 at Los Angeles, California.

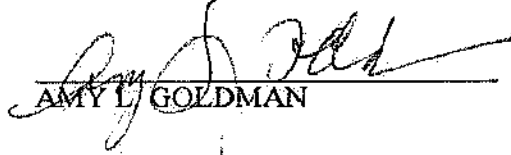
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EXHIBIT "A"

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "**Agreement**") is made as of March 21, 2018 between Amy L. Goldman, solely in her capacity as Chapter 7 Trustee for the bankruptcy estate of M.S. Namazikhah, D.M.D., A Dental Corporation ("**Seller**"), on the one hand, and Essential Endodontics, Inc. ("**Purchaser**"), on the other hand.

RECITALS

A. M.S. Namazikhah, D.M.D., A Dental Corporation ("**Debtor**") is the debtor in a Chapter 7 bankruptcy case currently pending in the United States Bankruptcy Court for the Central District of California, San Fernando Valley Division, as Case No. 1:17-bk-13094-MB (the "**Bankruptcy Case**"). The Bankruptcy Case was commenced by the filing of a voluntary petition for relief under Chapter 7 of Title 11 of the United States Code on November 17, 2017 (the "**Petition Date**").

B. On or shortly after the Petition Date, Amy L. Goldman was appointed as the Chapter 7 Trustee for the bankruptcy estate of the Debtor (the "**Estate**").

C. Prior to the Petition Date, the Debtor operated a dental practice at 16661 Ventura Boulevard, Suite 606, Encino, CA 91436 and in connection with the operation of such dental practice, acquired various equipment and personal property assets.

D. As of the Petition Date, the Debtor was no longer operating a dental practice.

E. Seller desires to sell and Essential Endodontics, Inc. desires to purchase, certain assets belonging to the Estate upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing facts and recitals, the terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

ARTICLE 1. PURCHASE AND SALE

1.1. Purchase of Assets. Seller agrees to sell, transfer and assign to Essential Endodontics, Inc., and Essential Endodontics, Inc. agrees to purchase from Seller, on an "AS IS, WHERE IS" basis and without any representations or warranties whatsoever all of the Estate's rights, title and interests, if any, in the following assets (collectively, the "**Assets**"):

- (a) Waiting Room Furniture,
- (b) 3 Chairs,
- (c) 3 Dental Units,
- (d) 3 Computers,
- (e) Telephones,
- (f) X-ray Machines and

(g) Sensor.

1.2. Purchase Price and Payment. The purchase price of the Assets is Seven Thousand Five Hundred Dollars (\$7,500) (the "**Purchase Price**"). The balance of the Purchase Price shall be payable in full, by cashier's check delivered to the Trustee within thirty (30) days after the entry of a Court order approving this Agreement and authorizing the sale of the Property to Purchaser.

1.3. Deposit. Purchaser shall deliver a deposit in the sum of Three Thousand Seven Hundred Fifty Dollars (\$3,750) (the "**Deposit**") by cashier's check delivered to the Trustee (the Deposit has already been tendered to the Seller).

ARTICLE 2. MISCELLANEOUS PROVISIONS

2.1. Upon entry of final order approving this agreement, the sale of the equipment shall be deemed final.

2.2. This Agreement shall not be effective until a final, non-appealable order approving this Agreement has been entered by the Bankruptcy Court. The Trustee has agreed to take all reasonable steps necessary to obtain Bankruptcy Court approval. For purposes of this Agreement, an order shall be final fifteen (15) calendar days after entry, provided that prior to such date no appeal of the order was filed and no stay pending appeal was granted and remains in effect.

2.3. Each party executing this Agreement is duly authorized to enter into and execute this Agreement in such capacity, subject only to Paragraph 3.1 hereof.

2.4. Entire Agreement. This Agreement and contain the entire understanding between the parties hereto and supersedes any prior understanding, memoranda or other written or oral agreements between them respecting the within subject matter, including, without limitation, any prior proposals and correspondence. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed herein. No agreement by a party to delete or substitute proposed terms or provisions during the negotiation of this Agreement shall in any way be used or held against that party.

2.5. Choice of Law, Jurisdiction and Venue. This Agreement shall be governed by and construed under, and the legal relations between the parties hereto shall be determined by the law of the State of California and applicable federal law. The Bankruptcy Court shall retain jurisdiction to resolve any disputes arising under this Agreement.

2.6. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

2.7. Headings. The headings contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

2.8. Fair Meaning. This Agreement shall be construed according to its fair meaning, the language used shall be deemed the language chosen by the parties to express their mutual intent, and no presumption or rule of strict construction will be applied against any party.

2.9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument enforceable in accordance with its terms. This Agreement may be executed by telecopied signatures and any such signature shall be valid and binding. Each party providing a telecopied signature shall use its best efforts to deliver, as soon as practicable, an original signature.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Asset Purchase Agreement as of the date set forth above.

PURCHASER:

SELLER:

ESSENTIAL ENDODONTICS, INC.

By: M.S. Namazikhah

Title: President

Address: 16661 Ventura Blvd #606
Encino CA 91436

Amy L. Goldman
AMY L. GOLDMAN solely in her capacity as Chapter 7 Trustee for the Bankruptcy Estate of M.S. Namazikhah, D.M.D., A Dental Corporation

DECLARATION OF
MOHAMMAD SADEGH NAMAZIKHAH, D.M.D.

I, **MOHAMMAD SADEGH NAMAZIKHAH, D.M.D.**, hereby declare and state
as follows:

1. I am over the age of eighteen. I have personal knowledge of the information
contained herein and if called upon to testify, I could and would competently testify thereto.

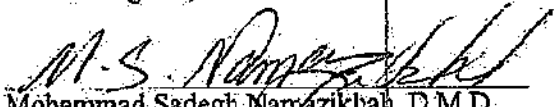
10. I am the Chief Executive Officer of Essential Endodontics, Inc., the proposed buyer
of the Estate's rights, title and interest in certain Office equipment and furniture (the "Property"),
and I have been authorized by Essential Endodontics, Inc. to make this declaration on its behalf.

11. Essential Endodontics, Inc. does not have any relation to the Chapter 7 Trustee,
Amy L. Goldman, her agents and employees, or any judge of the United States Bankruptcy Court
for the Central District of California, the United States Trustee, or any person currently employed
in the Office of the United States Trustee.

12. The price Essential Endodontics, Inc. has agreed to pay the Trustee was reached
during an arms-length negotiation with the Trustee. To my knowledge, Essential Endodontics,
Inc. received no special treatment from the Trustee.

I declare under penalty of perjury under the laws of the United States of America
that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed this 31 day of May, 2018 at Los Angeles, California.


Mohammad Sadegh Namazikhah, D.M.D.
Chief Executive Officer Essential
Endodontics, Inc.

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: 633 W. 5th Street, Suite 4000, Los Angeles, California 90071

A true and correct copy of the foregoing document entitled (specify): **TRUSTEE'S MOTION FOR AN ORDER (1) APPROVING AND AUTHORIZING THE SALE OF THE ESTATE'S INTEREST IN CERTAIN ASSETS UNDER THE ASSET PURCHASE AGREEMENT; (2) APPROVING THE PROPOSED OVERBID PROCEDURE; AND (3) DETERMINING THAT BUYER IS ENTITLED TO §363(m) PROTECTION; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF AMY L. GOLDMAN IN SUPPORT THEREOF** 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) June 5, 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:

CHAPTER 7 TRUSTEE...Amy L Goldman (TR) marisol.jaramillo@lewisbrisbois.com, AGoldman@lq7technology.com
ATTORNEY FOR DEBTOR...Charles Shamash cs@locs.com, generalbox@locs.com
UNITED STATES TRUSTEE...United States Trustee (SV) ustpreion16.wh.ecf@usdoj.gov

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) June 5, 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.

☒ 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) June 5, 2018, 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.

June 5, 2018
Date

Nancy Jasso
Printed Name

Signature

SERVICE LIST

In re: M.S. Namazikhah, D.M.D. a Dental Corporation
1:17-bk-13094-MB

BY US MAIL:

DEBTOR:

M.S. Namazikhah, DMD
A Dental Corporation
16661 Ventura Blvd., Suite 606
Encino, CA 91436-1982

THE HONORABLE VICTORIA KAUFMAN

United States Bankruptcy Court
Central District of California
21041 Burbank Blvd., Suite 354
Woodland Hills, CA 91387

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:
633 West 5th Street, Suite 4000, Los Angeles, CA 90071

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) 06/05/2018, 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:
CHAPTER 7 TRUSTEE Amy L Goldman (TR) marisol.jaramillo@lewisbrisbois.com, AGoldman@iq7technology.com
ATTORNEY FOR DEBTOR •Charles Shamash cs@locs.com, generalbox@locs.com
UNITED STATES TRUSTEE United States Trustee (SV) ustpreion16.wh.ecf@usdoj.gov

☐ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL:**

On (date) 06/05/2018, 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.

☒ 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.

06/05/2018 NANCY JASSO
Date Printed Name

Signature

SERVICE LIST

In re: M.S. Namazikhah, D.M.D. a Dental Corporation
1:17-bk-13094-MB

BY US MAIL:

DEBTOR:

M.S. Namazikhah, DMD
A Dental Corporation
16661 Ventura Blvd., Suite 606
Encino, CA 91436-1982

THE HONORABLE MARTIN R. BARASH

United States Bankruptcy Court
Central District of California
21041 Burbank Blvd., Suite 303
Woodland Hills, CA 91387

American Express
PO Box 0001
Los Angeles, CA 90096-8000

American Express National Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

Capital One
P.O. Box 30285
Salt Lake City, UT 84130-0285

Capital One
P.O. Box 105474
Atlanta, GA 30348-5474

Ghorbanian DDS, Inc.
c/o Mohammad Ali Talaie, Esq.
800 West 6th Street, Suite 1200
Los Angeles, CA 90017-2715

Employment Development Department
Bankruptcy Group MIC 92E
PO BOX 826880
Sacramento, CA 95814

FRANCHISE TAX BOARD
BANKRUPTCY SECTION MS A340
PO Box 2952
Sacramento, CA 95812-2952

Internal Revenue Service
300 North Los Angeles Street
Stop 5027
Los Angeles, CA 90012-3479

Kosmas Pappas, D.D.S.
c/o Catanzarite Law Corporation
2331 West Lincoln Avenue
Anaheim, CA 92801-5103

Wells Fargo Bank
WF Busines Direct
P.O. Box 348750
Sacramento, CA 95834-8750

Internal Revenue Services
CENTRALIZED INSOLVENCY OPERATIONS
PO Box 7346
Philadelphia, PA 19101-7346

Wells Fargo Bank

Payment Remittance Center
P.O. Box 54349
Los Angeles, CA 90054-0349

Kosmas Pappas, D.D.S.

10106 Adams Avenue
Huntington Beach, CA 92646-4907

Wells Fargo Bank, N.A.

Small Business Lending Division
P.O. Box 29482
Phoenix, AZ 85038-9482