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5  
6 Counsel for R. Todd Neilson, Chapter 7 Trustee for The  
Tulving Company, Inc.

7  
8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10 **SANTA ANA DIVISION**

11 In re:

12 THE TULVING COMPANY, INC., a  
California corporation,

13  
14 Debtor.

Case No.: 8:14-bk-11492-ES

Chapter 7

**EXHIBITS TO ORDER: (1) SCHEDULING  
AUCTION AND SALE HEARING IN  
CONNECTION WITH SALE OF  
DEBTOR'S CUSTOMER LISTS, PHONE  
NUMBERS, WEB ADDRESS, CERTAIN  
CUSTOMER FILES, AND RELATED  
PERSONAL PROPERTY OF THE  
ESTATE; (2) APPROVING SALE  
PROCEDURES; (3) APPROVING BREAK-  
UP FEE; (4) APPROVING NOTICE OF  
AUCTION AND SALE HEARING; AND  
(5) GRANTING RELATED RELIEF  
INCLUDING APPROVING  
OMBUDSMAN REPORT**

**[Relates to Docket No. 187]**

**Sale Procedures Hearing:**

Date: December 4, 2014  
Time: 10:30 a.m.  
Place: Courtroom 5A  
411 West Fourth Street  
Santa Ana, CA 92701

EXHIBIT 1

(Asset Purchase Agreement with Stalking Horse Bidder)

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ASSET PURCHASE AGREEMENT

*August*  
*1st* This Asset Purchase Agreement (the "**Agreement**") is made and entered into as of this day of ~~July~~, 2014 by and between R. Todd Neilson, solely in his capacity as chapter 7 trustee ("**Trustee**") for the estate of The Tolving Company, Inc., a California corporation ("**Debtor**") and Greatcollections.com LLC, a California limited liability company, d/b/a Great Collections ("**Purchaser**").

Seller confirms and acknowledges that:

A. On March 10, 2014, Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Central District of California, Santa Ana Division (the "**Bankruptcy Court**") bearing case number 14-11492 (the "**Case**"); and

B. On March 21, 2014, the Trustee was appointed as chapter 11 trustee of the Debtor's estate (the "**Estate**"), and on May 29, 2014, an order was entered by the Bankruptcy Court converting the Case to a chapter 7, and Notice of Appointment of the Trustee as the chapter 7 Trustee was filed on June 10, 2014; and

C. The Trustee, as representative of the Debtor's Estate (hereinafter, "**Seller**") desires to sell, transfer and assign to Buyer, and Buyer desires to acquire from Seller, pursuant to Section 363 of the Bankruptcy Code, the Property (as defined below in Section 1).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree that:

1. Sale of Property. Seller hereby sells, transfers, assigns, conveys and delivers to Buyer, all of Seller's right, title and interest in and to (i) the Debtor's customer lists that are in the Trustee's possession and more specifically described on Exhibit "A" hereto (the "**Customer Lists**"), (ii) certain customer sales journals in electronic format (QuickBooks) that are in the Trustee's possession and more specifically described on Exhibit "A" hereto (the "**Electronic Customer Files**"), (iii) the domain name more specifically identified on Exhibit "A" hereto (the "**Domain Name**") and any goodwill that may be symbolized thereby and any rights to sue for past infringement and to receive recoveries therefor, (iv) the business-related phone numbers more specifically identified on Exhibit "A" hereto (the "**Business Numbers**"), and (v) any rights relating to the foregoing items (i) through (iv) (together with preceding items (i) through (iv), the "**Property**"). The Customer Lists and Electronic Customer Files are in electronic format and shall be transferred to Buyer in such format.

2. Purchase Price. In consideration of the transfer of the Property to Buyer, Buyer has delivered a deposit ("**Buyer's Deposit**") to the Seller in the amount of Fifteen Thousand Dollars (\$15,000) to be applied against the purchase price of One Hundred Fifty Thousand Dollars (\$150,000) ("**Purchase Price**"), and upon close of sale, Buyer shall pay to Seller the remaining sum of One Hundred Thirty Five Thousand Dollars (\$135,000) in cash (the "**Cash Payment**").

3. Overbid. The sale of the Property to Buyer shall be subject to overbid at an auction, for which Seller shall seek an approval order from the Bankruptcy Court ("**Bid Procedures Order**") providing for the allowance of bid procedures, a break-up fee (payable by Seller solely from the proceeds of the sale of the Property to a Successful Bidder other than the Buyer), initial and subsequent minimum overbids, the selection of a winning bid ("**Successful Bid**") and a back-up bid, and providing that if no qualified competing bid is received, Buyer's bid shall be determined to be the Successful Bid for the purchase of the Property.

4. Bid Procedures Order. Seller shall request that the Bid Procedures Order include the following provisions: (a) the initial overbid for the Property must be at least \$15,000 in excess of the Purchase Price, (b) subsequent bid increments shall be set at \$10,000, (c) the return of Buyer's Deposit and payment of a break-up fee to Buyer in the amount of \$7,500 in the event that (i) Buyer is not in default under this Agreement, and (ii) the Property is thereafter sold to an alternate purchaser submitting the Successful Bid ("**Successful Bidder**") at the auction ("**Auction**") notwithstanding Buyer's willingness and ability to consummate the purchase of the Property, (d) the Estate shall retain the deposit(s) made by the Successful Bidder and/or the back-up bidder if either the Successful Bidder and/or the back-up bidder fails to close the sale within five (5) business days after entry of a Bankruptcy Court order approving the sale of the Property.

5. Back-Up Bidder Status. If an alternate sale transaction with a Successful Bidder other than Buyer is selected by Seller and approved by the Bankruptcy Court, this Agreement shall not automatically terminate, or if Buyer submitted another higher or otherwise better bid at the Auction that is accepted by Seller as the highest or otherwise best bid but is not ultimately the Successful Bid ("**Superseding Agreement**"), such Superseding Agreement between Seller and Buyer shall not terminate, and this Agreement or the Superseding Agreement, as the case may be, shall constitute a "back-up bid" which shall remain open for acceptance by Seller up to and including the earliest of: (i) the fourteenth (14<sup>th</sup>) day after the entry of the order of the Bankruptcy Court approving the alternate sale transaction, (ii) the date of the closing of the alternate sale transaction, or (iii) the date of the termination of the Agreement (or Superseding Agreement, if applicable) pursuant to Section 8 (the period in preceding clauses (i), (ii), or (iii), as applicable, the "**Back-Up Period**"). Buyer's designation as "back-up bidder" shall not modify any terms of this Agreement or the Superseding Agreement, as the case may be, subject to this Section 5. Upon the lapse of the Back-Up Period, if Seller does not elect to proceed with closing the transaction pursuant to this Agreement or the Superseding Agreement (as applicable), the Buyer's Deposit shall be promptly returned to Buyer.

6. Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Seller of higher and better competing bids (each a "**Competing Bid**"). From the date hereon and until the completion of the auction or as otherwise directed by the Bankruptcy Court, Seller is permitted to cause his representatives to initiate contact with, solicit or encourage the submission of any inquiries, proposals or offers by any person, in addition to Buyer, in connection with any sale or other disposition of the Property, provided that such person enters into a non-disclosure agreement in favor of Seller and perform any other acts which are required under the Bankruptcy Code, including supplying information relating to the Property to prospective buyers.

7. Representations and Warranties.



(i) Seller. Seller represents and warrants to Buyer that: (a) to Seller's knowledge, the Estate has good and marketable title to the Property, free and clear of any and all covenants, conditions, restrictions, liens, charges, encumbrances, options and adverse claims or rights whatsoever; (b) Subject to the approval of the Bankruptcy Court, Seller has the full right, power and authority to enter into this Agreement and to transfer, convey and sell the Property to Buyer; (c) to Seller's knowledge, the Customer Lists, Electronic Customer Files, Domain Name and Business Numbers comprise the complete customer lists, electronic customer sales journals, domain names and business numbers, respectively, that were possessed by the Debtor and, in respect to the Customer Lists and Electronic Customer Files, that were seized by the Secret Service and the Department of Justice and turned over to the Trustee; and (d) Seller is not a party to any contract, agreement or commitment to sell, convey, assign, transfer or otherwise dispose of any portion or portions of the Property (other than this Agreement). Notwithstanding anything contained in this Agreement to the contrary, Buyer acknowledges and agrees that Seller is not making any representations or warranties whatsoever, express or implied, beyond those expressly given by Seller in this Section 7 hereof. Buyer acknowledges and agrees that, except for the representations and warranties contained herein, the Property is being transferred, as to condition, on an "AS IS" basis and "WITH ALL FAULTS." Without in any way limiting the foregoing, Seller hereby disclaim any warranty (express or implied) of merchantability or fitness for any particular purpose as to any portion of the Property.

(ii) Buyer. Buyer represents and warrants to Seller that: (a) Buyer has all requisite corporate power and authority to enter into the Agreement and to carry out its obligations hereunder; (b) On the date of this Agreement and the date of closing of the transactions contemplated under this Agreement, Buyer has and will have sufficient funds available to consummate such transactions; (c) there are no legal or other proceedings pending or, to the Buyer's knowledge, threatened in writing against Buyer, which, if adversely determined, would reasonably be expected to prohibit the consummation of the transactions contemplated by this Agreement or materially delay or impair the ability of Buyer to perform its obligations under this Agreement; and (d) Buyer has conducted its own independent review and analysis of the Property, and in entering into this Agreement, Buyer has relied solely upon such investigation and analysis, and Buyer acknowledges that neither Seller, the Trustee, the Debtor nor any of their respective agents make or have made any representation or warranty, either express or implied, relating to the Property, except for the representations and warranties contained in this Agreement (which are subject to the limitations and restrictions contained herein).

5. Termination. This Agreement may be terminated at any time before closing (i) by mutual written consent of Seller and Buyer; (ii) automatically and without any action or notice by Seller or Buyer, immediately upon Seller's bankruptcy case being dismissed or consummation of an alternate sale of the Property to a party other than Buyer; (iii) by Seller, if Seller is not in material breach of the Agreement and there has been a material violation or breach by Buyer of any representation, warranty, or covenant contained in the Agreement that has not been waived by Seller, and Buyer has failed to cure such violation or breach within ten (10) calendar days following receipt of notification thereof by Seller; and (iv) by Buyer, if Buyer is not in material breach of the Agreement and there has been a material violation or breach by Seller of any representation, warranty, or covenant contained in the Agreement that has not been waived by Buyer, and Seller has failed to cure such violation or breach within ten (10) calendar days following receipt of notification thereof by Buyer.

6. Counterparts. This Agreement may be executed in any number of counterparts, and by the parties hereto on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument. Each counterpart may be delivered by facsimile transmission or portable data format (PDF), which transmission shall be deemed delivery of an originally executed document.

7. Successors and Assigns. This Agreement will be binding on, and will inure to the benefit of, the successors and permitted assigns of the Seller and Buyer.

8. Assignment. Neither this Agreement nor any rights and obligations hereunder may be transferred or assigned without the other party's prior written consent.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California, and, to the extent applicable, the Bankruptcy Code.

10. No Survival of Representations and Warranties. Seller and Buyer hereto agree that the covenants contained in this Agreement to be performed at or after the consummation of a sale shall survive, and Seller and Buyer shall be liable to the other after the date hereof for any breach thereof, but that no other representations and warranties shall survive.

11. Preservation of Records. Seller (or any subsequently appointed bankruptcy estate representative) and Buyer agree that each of them shall preserve and keep the records held by it or their respective affiliates relating to the Property prior to the date hereof until the earlier of (i) one (1) year from the date hereof or (ii) the date of entry of an order of the Bankruptcy Court closing or dismissing the Case, and shall make such records and personnel available to the other as may be reasonably required by such party in connection with, among other things, any estate claims or causes of action, any insurance claims by, legal proceedings or tax audits against or governmental investigations of Seller or Buyer or any of their affiliates or in order to enable Seller or Buyer to comply with their respective obligations under this Agreement and each other agreement, document or instrument contemplated hereby or thereby. In the event Seller, on the one hand, or Buyer, on the other hand, wish to destroy such records after that time, such party shall first give ninety (90) days' prior written notice to the other and such other party shall have the right at its option and expense, upon prior written notice given to such party within that ninety (90) day period, to take possession of the records within one hundred and eighty (180) days after the date of such notice.

12. Bankruptcy Court Approval. Notwithstanding payment of the Buyer's Deposit or any other cash payment by Buyer, the sale, transfer, assignment, conveyance and delivery of the Property by Seller to Buyer and the Seller's obligations hereunder are subject to the approval of the Bankruptcy Court. In the event that the Bankruptcy Court does not approve this Agreement, Seller will return the Buyer's Deposit and any cash payment to Buyer.

13. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent by facsimile (with written confirmation of transmission)

or electronic mail (and no notice of failure of delivery was received within a reasonable time after such message was sent) or (iii) one business day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses, facsimile numbers and e-mail addresses (or to such other address, facsimile number or e-mail address as a party hereto may have specified by notice given to the other party hereto pursuant to this provision):

If to Seller, to:

R. Todd Neilson, chapter 7 Trustee  
c/o Berkeley Research Group, LLC  
2049 Century Park East, Suite 2525  
Los Angeles, California 90067  
Telecopier: (310) 299-4750  
E-mail: TNeilson@brg-expert.com

With a copy (which shall not constitute notice) to:

Pachulski Stang Ziehl & Jones LLP  
10100 Santa Monica Boulevard, 11th Floor  
Los Angeles, CA 90067-4100  
Attention: Linda F. Cantor  
Telecopier: (310) 201-0760  
E-mail: lcantor@pszjlaw.com

If to Buyer, to:

Great Collections  
2030 Main Street, Suite 620  
Irvine, CA 92614  
Attn: Ian Russell  
E-mail: [ian@greatcollections.com](mailto:ian@greatcollections.com)

With a copy (which shall not constitute notice) to:

Armen R. Vartian  
1601 N. Sepulveda Blvd. #581  
Manhattan Beach, CA 90266  
Telecopier: (866) 427-3820  
E-mail: armen@vartianlaw.com

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**IN WITNESS WHEREOF**, Seller and Buyer have executed this Assignment as  
of the date first written above.

**SELLER:**

**R. Todd Neilson, solely in his capacity as  
chapter 7 Trustee of the Estate of The  
Tulving Company, Inc.**

By: \_\_\_\_\_  
Name: R. Todd Neilson, chapter 7 Trustee

**BUYER:**


By:  \_\_\_\_\_  
Name: Ian Russell  
Its: Managing Member



Exhibit A

- A. Customer List - January 2011 through Petition Date  
Containing the following (Approx. 12,600 - Names, real property addresses, telephone numbers and email addresses)
  
- B. Customer Files - January 2011 through Petition Date  
Containing the following (Name, Product and Quantity sold/purchased, amount paid/received and date)
  
- C. Domain Name  
[www.Tulving.com](http://www.Tulving.com)
  
- D. Business Telephone Numbers  
800-995-1708  
949-722-0112  
949-722-0114  
949-722-0290  
949-722-0291  
949-722-0292  
949-722-0293  
949-722-0294  
949-722-0295  
949-722-0296 (Fax)

**ADDENDUM TO ASSET PURCHASE AGREEMENT**

This Addendum to Asset Purchase Agreement (this "*Addendum*") is made and entered into as of this 26 day of October, 2014 by and between R. Todd Neilson, solely in his capacity as chapter 7 trustee ("*Trustee*") for the estate of The Tulving Company, Inc., a California corporation ("*Debtor*") and Greatcollections.com LLC, a California limited liability company, d/b/a Great Collections ("*Purchaser*" and together with the Trustee, the "*Parties*"). This Addendum modifies and supplements that certain Asset Purchase Agreement dated as of August 1, 2014 (the "*Original Agreement*" and as modified and supplemented by the Addendum, the "*Agreement*") by and between the Trustee and Purchaser. Capitalized terms used, but not specifically defined, in this Addendum are intended to have the meanings given to such terms in the Original Agreement.

The Parties acknowledge and agree that:

1. Customer Privacy Policy: The Trustee is informed that, during at least some periods and at least in some instances prior to the commencement of the Case pending before the Bankruptcy Court, the Debtor had posted on its business website a policy (the "*Privacy Policy*") that certain private information ("*Customer Information*") of the Debtor's prepetition customers ("*Customers*") would not be sold to third parties.

2. Purchaser's Customer Privacy Policy: Purchaser acknowledges and agrees that, in respect to any and all personally identifiable information (as defined in 11 U.S.C. § 101(41A)) of and relating to Customers that may be sold and transferred to Purchaser under the Agreement (subject to approval by the Bankruptcy Court), the Purchaser shall fully abide by and implement the Privacy Policy, as if the Purchaser were in the Debtor's capacity, solely in respect to the Customer Information. For the avoidance of doubt, subject to the Bankruptcy Court's approval of the Agreement, the Purchaser is not a third party for purposes of the Privacy Policy.

3. Effect of Addendum: To the extent of any inconsistency between the terms of this Addendum and those of the Original Agreement, the terms of this Addendum shall govern and control. Except to that extent, the Original Agreement and its terms shall be unchanged hereby and shall govern and control.

4. Counterparts: This Addendum may be executed in any number of counterparts, and by the parties hereto on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Addendum, but all the counterparts shall together constitute but one and the same instrument. Each counterpart may be delivered by facsimile transmission or portable data format (PDF), which transmission shall be deemed delivery of an originally executed document.

5. Bankruptcy Court Approval: This Addendum and the sale and transactions contemplated hereunder and under the Agreement are subject to the approval of the Bankruptcy Court.

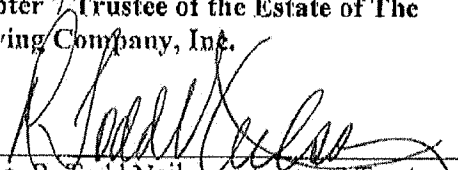
***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]***

Handwritten signature and initials in the bottom right corner of the page.

**IN WITNESS WHEREOF**, Seller and Buyer have executed this Addendum as  
of the date first written above.


**SELLER:**

**R. Todd Neilson, solely in his capacity as  
chapter 7 Trustee of the Estate of The  
Tulving Company, Inc.**

By:   
Name: R. Todd Neilson, chapter 7 Trustee

**BUYER:**

**Greatcollections.com LLC, a California  
limited liability company, d/b/a Great  
Collections**

By:   
Name: Ian Russell  
Its: Managing Member

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Exhibit 2  
(Sale Notice)

1 Linda F. Cantor (CA Bar No. 153762)  
Jason S. Pomerantz (CA Bar No. 157216)  
2 PACHULSKI STANG ZIEHL & JONES LLP  
10100 Santa Monica Blvd., 13<sup>th</sup> Floor  
3 Los Angeles, California 90067  
Telephone: 310-277-6910  
4 Facsimile: 310-201-0760  
E-mail: lcantor@pszjlaw.com

5  
6 Counsel for R. Todd Neilson, Chapter 7 Trustee for The  
Tulving Company, Inc.

7  
8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10 **SANTA ANA DIVISION**

11 In re:

12 THE TULVING COMPANY, INC., a  
California corporation,

13  
14 Debtor.

Case No.: 8:14-bk-11492-ES

Chapter 7

**NOTICE OF AUCTION AND SALE  
HEARING IN CONNECTION WITH  
SALE OF DEBTOR'S CUSTOMER LISTS,  
PHONE NUMBERS, WEB ADDRESS,  
CERTAIN CUSTOMER FILES, AND  
RELATED PERSONAL PROPERTY OF  
THE ESTATE FREE AND CLEAR OF  
ALL LIENS, CLAIMS, ENCUMBRANCES  
AND INTERESTS**

**Auction:**

Date: December 16, 2014

Time: 10:00 a.m.

Place: Pachulski Stang Ziehl & Jones LLP  
10100 Santa Monica Blvd. 13<sup>th</sup> Floor  
Los Angeles, California 90067

**Bid Deadline:**

December 15, 2014 at 5:00 p.m. (Pacific)

**Sale Approval Hearing:**

Date: December 18, 2014

Time: 10:30 a.m.

Place: Courtroom 5A  
411 West Fourth Street  
Santa Ana, CA 92701

1           **PLEASE TAKE NOTICE** that on November 6, 2014, R. Todd Neilson, Chapter 7 Trustee  
2 (the "Trustee") for The Tulving Company, Inc. (the "Debtor"), filed the *Motion for Order: (1)*  
3 *Scheduling Auction and Sale Hearing in Connection With Sale of Debtor's Customer Lists, Phone*  
4 *Numbers, Web Address, Certain Customer Files, and Related Personal Property of the Estate; (2)*  
5 *Approving Sale Procedures; (3) Approving Break-Up Fee; (4) Approving Notice of Auction and*  
6 *Sale Hearing; and (5) Granting Related Relief Including Approving Ombudsman Report* [Docket  
7 No.187] (the "Procedures Motion"), and the *Motion for Order: (1) Approving Asset Purchase*  
8 *Agreement; (2) Approving Sale of Estate's Property (Debtor's Customer Lists, Phone Numbers,*  
9 *Web Address, Certain Customer Files, and Related Personal Property) Free and Clear of All*  
10 *Liens, Claims, Encumbrances, and Interests; and (3) Granting Related Relief Including With*  
11 *Respect to Approval of Ombudsman's Fees and Expenses and Distribution of Sale Proceeds on*  
12 *Account of Such Amounts* [Docket No. 186] (the "Sale Approval Motion").<sup>1</sup> On \_\_\_\_\_,  
2014, the United States Bankruptcy Court for the Central District of California, Santa Ana  
Division (the "Bankruptcy Court") entered the *Order: (1) Scheduling Auction and Sale Hearing in*  
13 *Connection With Sale of Debtor's Customer Lists, Phone Numbers, Web Address, Certain*  
14 *Customer Files, and Related Personal Property of the Estate, Free and Clear of Liens, Claims*  
15 *and Encumbrances; (2) Approving Sale Procedures; (3) Approving Break-Up Fee; (4) Approving*  
16 *Notice of Auction and Sale Hearing; and (5) Granting Related Relief* [Docket No. \_\_\_\_\_] (the  
17 "Procedures Order"), which order approved certain procedures related matters as set forth in the  
18 Procedures Motion. A copy of the Procedures Order is attached hereto.

19           **PLEASE TAKE FURTHER NOTICE** that, as set forth in the Procedures Order, the offer  
20 of Greatcollections.com LLC d/b/a Great Collections (the "Stalking Horse Bidder"), in the amount  
21 of \$150,000 cash, has been selected by the Trustee as the "Stalking Horse Bid" for the purchase of  
22 certain intellectual property consisting of customer lists including over 12,600 customer names,  
23 customer lists, business-related telephone and fax number(s), a domain name, certain customer  
24 sales journals, and other related personal property (as more specifically described in the APA, the  
25 "Property"). In order to solicit the highest and best offer for the Property, the Trustee has served or  
26 will serve a copy of the Procedures Motion and Sale Approval Motion on potential bidders for the  
27 Property, and will conduct an Auction (if applicable) in accordance with the Sale Procedures and  
28 the Procedures Order. If the Trustee receives at least one Qualified Bid from a Qualified Bidder  
other than the Stalking Horse Bidder prior to the Bid Deadline, then the Trustee shall conduct an  
auction (the "Auction") to consider all Qualified Bids.

**PLEASE TAKE FURTHER NOTICE** that any person or entity interested in submitting a  
Qualified Bid on the Property, other than the Stalking Horse Bid, must deliver a bid, in accordance  
with the Procedures Order, to Trustee's counsel, Pachulski Stang Ziehl & Jones LLP, 10100 Santa  
Monica Blvd., Suite 1300, Los Angeles, CA 90067-1225, Attn: Linda F. Cantor, Esq., fax (310)  
201-0760, e-mail: [lcantor@pszjlaw.com](mailto:lcantor@pszjlaw.com), such that the bid is actually received no later than  
**December 15, 2014, at 5:00 p.m.** (Pacific time). Any party desiring additional, relevant  
information should contact the Trustee's counsel.

**PLEASE TAKE FURTHER NOTICE** that the Trustee will conduct an Auction (if  
applicable) of the Property at **10:00 a.m. (Pacific Time) on December 16, 2014**, at the offices of

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<sup>1</sup> Capitalized terms not defined herein have the meaning ascribed to such term in the Procedures Motion, the  
Procedures Order or the Sale Approval Motion, as applicable.

1 Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Blvd., 13<sup>th</sup> Floor, Los Angeles,  
2 California 90067, or at such other location and date/time as may be later announced by the Trustee.  
3 Only parties that have timely submitted Qualified Bids (and who have been informed by the  
4 Trustee of such status) will be permitted to participate in and/or make any statements on the record  
at the Auction. All Qualified Bidders must appear in person at the Auction, or through a duly  
authorized representative.

5 **PLEASE TAKE FURTHER NOTICE** that the hearing to consider approval of the Sale of  
6 the Property to the Stalking Horse Bidder or other Successful Bidder at the Auction, as applicable,  
7 free and clear of all liens, claims, and encumbrances pursuant to Bankruptcy Code section 363, will  
8 be held before the Honorable Erithe Smith, United States Bankruptcy Judge, 411 West Fourth Street,  
9 Courtroom 5A, Santa Ana, CA 92701, on **December 18, 2014 at 10:30 a. m. (Pacific time)**, or at  
10 such other time thereafter as counsel may be heard. The Sale Hearing may be adjourned from time  
11 to time without further notice to creditors or parties in interest other than by announcement of the  
12 adjournment in open court on the date scheduled for the Sale Hearing. As set forth in the Sale  
13 Approval Motion, Objections, if any, to the Sale and the Sale Approval Motion, were required to: (a)  
14 be in writing; (b) comply with the Bankruptcy Rules and Local Rules; and (c) be filed with the clerk  
15 of the Bankruptcy Court and served upon (i) the Trustee's counsel, Linda Cantor, Esq., Pachulski,  
16 Stang, Ziehl & Jones LLP, Suite 1300, Los Angeles, CA 90067, fax: 310-201-0760,  
17 [lcantor@pszjlaw.com](mailto:lcantor@pszjlaw.com), (ii) the Stalking Horse Bidder's counsel, Armen Vartian, 1601 N. Sepulveda  
Blvd. #581, Manhattan Beach, CA 90266, fax: 866-427-3820, [armen@vartianlaw.com](mailto:armen@vartianlaw.com), and (iii) the  
Office of the United States Trustee, so as to be received no later than **December 4, 2014 at 5:00  
p.m. (Pacific time)**; provided, however, that to the extent the Successful Bidder at the Auction is an  
entity other than the Stalking Horse Bidder, any supplemental or further objections to the sale to the  
Successful Bidder shall be filed and served so as to be received no later than **December 17, 2014 at  
5:00 p.m. (Pacific time)**. UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN  
ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE  
BANKRUPTCY COURT AND THE BANKRUPTCY COURT MAY GRANT THE RELIEF  
REQUESTED WITHOUT FURTHER HEARING AND NOTICE.

18 **PLEASE TAKE FURTHER NOTICE** that this Notice is subject to the full terms and  
19 conditions of the Procedures Motion, the Procedures Order and the Sale Procedures which shall  
20 control in the event of any conflict, and the Trustee strongly encourages parties in interest to review  
such documents in their entirety, which are available upon written request from undersigned counsel.

21 Dated: \_\_\_\_\_, 2014

PACHULSKI STANG ZIEHL & JONES LLP

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23 By: /s/ Linda F. Cantor  
Linda F. Cantor (SBN 153872)

24 Attorneys for R. Todd Neilson, Chapter 7 Trustee  
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