

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address DAVID B. GOLUBCHIK (SBN 185520) TODD A. FREALY (SBN 198780) LEVENE, NEALE, BENDER, YOO & GOLUBCHIK L.L.P. 2818 La Cienega Avenue Los Angeles, California 90034 Telephone: (310) 229-1234 Facsimile: (310) 229-1244 Email: DBG@LNBYG.COM; TAF@LNBYG.COM <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: John P. Pringle, Chapter 11 Trustee	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

In re: SIR TAJ, LLC Debtor(s).	CASE NO.: 2:24-10874-VZ CHAPTER: 11 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: 09/10/2024	Time: 11:00 am
Location: Courtroom 1368, 255 E. Temple St., Los Angeles, CA 90012	

Type of Sale: Public Private **Last date to file objections:** 08/27/2024

Description of property to be sold:
 32-room hotel in Beverly Hills known as the Sir Taj Hotel (the "Hotel"), located at 120 South Reeves Drive, Beverly Hills, CA 90212 and related assets.

Terms and conditions of sale: See Notice of Sale Motion and Bid Procedures Order attached hereto.
 Proposed sale price of \$14,000,000 subject to overbid.

Proposed sale price: \$ 14,000,000.00

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 Notice and Bid Procedures Order attached hereto.

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

Date: September 10, 2024
Time: 11:00 a.m.
Place: Courtroom 1368
U.S. Bankruptcy Court
255 E. Temple Street
Los Angeles, CA 90012

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

David Golubchik
Levene, Neale, Bender, Yoo & Golubchik L.L.P.
2818 La Cienega Ave.
Los Angeles, CA 90034
Tel: (310) 229-1234
Fax: (310) 229-1244
Email: dbg@lnbyg.com

Date: 08/20/2024

1 DAVID B. GOLUBCHIK (SBN 185520)
TODD A. FREALY (SBN 198780)
2 LEVENE, NEALE, BENDER, YOO & GOLUBCHIK L.L.P.
3 2818 La Cienega Avenue
Los Angeles, California 90034
4 Telephone: (310) 229-1234
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5 Email: DBG@LNBYG.COM; TAF@LNBYG.COM

6 Attorneys for John P. Pringle, Chapter 11 Trustee

7 **UNITED STATES BANKRUPTCY COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

9 In re

Case No. 2:24-10874-VZ

10 SIR TAJ, LLC,

Chapter 11

11 Debtor.

**NOTICE OF MOTION AND MOTION FOR AN
ORDER:**

12 **(1) APPROVING THE SALE OF REAL**
13 **PROPERTY FREE AND CLEAR OF ALL LIENS,**
CLAIMS, ENCUMBRANCES, AND INTERESTS;

14 **(2) APPROVING THE ASSUMPTION AND**
15 **ASSIGNMENT OF EXECUTORY CONTRACTS**
AND UNEXPIRED LEASES AND FIXING CURE
AMOUNTS;

16 **(3) FINDING THAT THE BUYER, OR**
17 **QUALIFIED OVERBIDDER, IS A GOOD FAITH**
PURCHASER;

18 **(4) AUTHORIZING AND APPROVING THE**
PAYMENT OF CERTAIN CLAIMS FROM SALE
PROCEEDS;

19 **(5) WAIVING THE FOURTEEN-DAY STAY**
20 **PERIOD SET FORTH IN BANKRUPTCY RULE**
6004(h); AND

21 **(6) PROVIDING RELATED RELIEF;**
22 **MEMORANDUM OF POINTS AND AUTHORITIES**
AND DECLARATIONS IN SUPPORT THEREOF

23 Hearing:

24 Date: September 10, 2024

Time: 11:00 a.m.

25 Place: Courtroom 1368

U.S. Bankruptcy Court

255 E. Temple Street

26 Los Angeles, CA 90012

1 **TO THE HONORABLE VINCENT P. ZURZOLO, UNITED STATES**
2 **BANKRUPTCY JUDGE, SIR TAJ HOTEL, LLC AND ITS COUNSEL, ALL**
3 **CREDITORS AND OTHER PARTIES IN INTEREST:**

4 **PLEASE TAKE NOTICE** that on September 10, 2024 at 11:00 a.m., before the
5 Honorable Vincent P. Zurzolo, United States Bankruptcy Judge, located in Courtroom 1368 of
6 the United States Bankruptcy Court, located at 255 E. Temple Street, Los Angeles, California
7 90012, pursuant to 11 U.S.C. §§ 105(a), 363 and 365, Rule 6004 of the Federal Rules of
8 Bankruptcy Procedure (“Bankruptcy Rules”), and Local Bankruptcy Rules 6004-1(b) and 9013-
9 1(f), John P. Pringle, the duly appointed Chapter 11 Trustee (“Trustee”) for the bankruptcy estate
10 of Sir Taj, LLC, the debtor herein (“Debtor”), will and hereby does move the Court (“Motion”)
11 for entry of an order:

12 (a) pursuant to 11 U.S.C. §§ 363(b) and (f), approving the sale of the Sir Taj Hotel
13 real property located at 120 South Reeves Drive, Beverly Hills, CA 90212 (“Property”) to (a)
14 6830 Sunset, LLC, a California limited liability company, and/or its assignee(s) (the “Buyer”),
15 subject to overbid in the event of qualified bidders, who submitted the highest and best bid and is
16 the stalking horse bidder pursuant to the Court’s “Order Approving Bidding Procedures With
17 Respect to the Sale of the Sir Taj Hotel” which was entered on August 19, 2024 and attached to
18 the Motion as **Exhibit “3”** (the “Bid Procedures Order”), free and clear of any and all liens,
19 claims, encumbrances, and interests for a purchase price of \$14,000,000 in cash(the “Purchase
20 Price”), pursuant to the Purchase and Sale Agreement – Sir Taj Hotel (together with the Sale
21 Contract Addendum attached thereto, the “PSA”), a true and correct copy of which is attached to
22 the Motion as **Exhibit “1,”** and incorporated herein by reference or (b) any bidder that makes a
23 higher and better offer for the Property in accordance with the Bidding Procedures (an
24 “Overbidder”), with any such sale also being free and clear of any and all liens, claims,
25 encumbrances, and interests;

26 (b) pursuant to 11 U.S.C. § 363(m) finding that the Buyer or any Overbidder is a
27 “good faith” purchaser entitled to the protections afforded under 11 U.S.C. § 363(m);
28

1 (c) pursuant to 11 U.S.C. § 365, authorizing and approving the assumption and
2 assignment by the Trustee of that certain Parking Agreement dated as of March 12, 2023
3 between Beverly Wilshire Investment Company, LLC and Sir Taj, LLC, as identified on
4 Schedule 2.G. to the PSA, as well as payment of the “cure” amount estimated to be \$3,937.50;

5 (d) authorizing the Trustee to pay from the proceeds of the sale of the Property out of
6 escrow on closing (i) costs of sale, including escrow, title and brokers’ commissions; (ii)
7 undisputed portion of the secured claim of senior lender Wells Fargo Bank, National
8 Association, as Trustee, on behalf of the registered holders of CSAIL 2018-CX11 Commercial
9 Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2018-CX11 (the
10 “Wells Fargo”), in the amount of principal and contract interest only; and (iii) any other
11 customary fees allocated to the seller of the Property;

12 (e) waiving the 14-day stay period set forth in Rule 6004(h) of the Federal Rules of
13 Bankruptcy Procedure (“FRBP”) to enable the sale of the Property to close as quickly as
14 possible; and

15 (f) providing such other relief as is appropriate under the circumstances.

16 **PLEASE TAKE FURTHER NOTICE** that, pursuant to the Bid Procedures Order, the
17 Court approved the following procedures to be utilized in connection with the bidding process
18 (“Bidding Procedures”):

19 (a) **Overbid Requirements.** Any party interested in submitting an overbid for the
20 Property (“Overbid”) must, not later than 12:00 p.m. (Prevailing Pacific time) on August 27,
21 2024 (“Overbid Deadline”), deliver such Overbid in writing to counsel for the Trustee (David B.
22 Golubchik, Esq., Levene, Neale, Bender, Yoo & Golubchik L.L.P., 2818 La Cienega Avenue,
23 Los Angeles, California 90034, Email: DBG@LNBYG.com, Facsimile: (310-229-1244), in
24 accordance with the requirements set forth below:

25 i. The purchase price for the Property in any Overbid must be in the sum of
26 at least \$14,500,000. Any Overbid must otherwise be on the same terms and conditions
27 set forth in the PSA except that the Overbid shall not contain any due diligence or
28 closing date requirements that are unacceptable to the Trustee. For the avoidance of

1 doubt, the Overbid amount of \$500,000 is inclusive of the Buyer's proposed Break-Up
2 Fee (defined below).

3 ii. Each party submitting an Overbid must, by the Overbid Deadline,
4 deliver to counsel for the Trustee:

5 (a) a deposit in the sum not less than Buyer's \$2,000,000 Deposit, in the form of a
6 cashier's check made payable to the Trustee, so that such deposit is actually
7 received by the Overbid Deadline, (b) proof of committed funds available to the
8 bidder sufficient to enable such bidder to consummate the sale of the Property,
9 which proof shall be in the form of a letter of credit, loan commitment or other
10 form acceptable to the Trustee in the Trustee's sole discretion, (c) a PSA (in PDF
11 and Word form) on the same terms and conditions set forth in the Buyer's PSA
12 except that the Overbid shall not contain any due diligence or closing date
13 requirements that are unacceptable to the Trustee, (d) a statement executed by
14 such party that there are no conditions precedent to the party's ability to enter into
15 a definitive agreement and that all necessary internal and shareholder approvals
16 have been obtained prior to submission of the Overbid, (e) an identification with
17 particularity of the unexpired leases the party wishes to assume, (f) a statement
18 containing sufficient information concerning the party's ability to provide
19 adequate assurance of future performance with respect to unexpired leases to be
20 assumed and assigned; and (g) any such other information reasonably requested
21 by the Trustee and/or the Debtor. For the avoidance of doubt, any Overbids
22 received after the Overbid Deadline will not be considered.

23 iii. In the event that the Trustee determines, at his sole discretion, that the
24 bidder fails to timely comply with the foregoing requirements stated in the foregoing
25 paragraph (a)(ii) the Trustee may disqualify such bidder from participating in the Auction.
26 In the event that the Trustee exercises his discretion and disqualifies a bidder from
27 participating in the Auction, the deposit made by such bidder (if any) shall be returned to
28 the bidder.

1 iv. For the avoidance of doubt, Trustee has determined that Buyer is a
2 Qualified Bidder for the purpose of participating in the sale process, including the
3 Auction.

4 (b) **Bidding At Auction.** If at least one bidder who the Trustee determines has
5 submitted a qualifying Overbid (a “Qualified Bidder”) appears at the Auction, the Trustee shall
6 designate what he determines, in his reasonable judgment, to be the best and highest Overbid
7 received for the Property to be the leading bid at the Auction. Thereafter, the Trustee shall
8 solicit better and higher bids for the Property, in bidding increments of at least \$50,000 in cash,
9 or the equivalent value of non-cash consideration, as determined by the Trustee in his sole
10 discretion, from the Qualified Bidder(s) participating in the Auction (including the Buyer, if it
11 chooses to participate) until the best and highest bid for the Property (the “Winning Bid”)
12 submitted by a Qualified Bidder (the “Winning Bidder”) has been determined by the Trustee.
13 The Qualified Bidder who submits the second best/highest bid for the Property at the Auction
14 shall be designated as a “Backup Bidder”, if such Qualified Bidder consents to act as the
15 Backup Bidder. The Auction will take place in Judge Zurzolo’s courtroom at the date and time
16 of this hearing on the Motion.

17 (c) **Backup Bidder:** In the event that the Winning Bidder cannot timely complete the
18 purchase of the Property, the Trustee shall be authorized to proceed with the sale of the
19 Property to the Backup Bidder in accordance with the terms of the Backup Bidder’s last offer,
20 or such other terms as the Trustee and the Backup Bidder agree, and the orders of the
21 Bankruptcy Court without further notice, hearing or order of the Court.

22 (d) **Closing of Sale and Forfeiture of Deposits:** If the Winning Bidder fails to
23 timely consummate the sale of the Property, in accordance with the terms of such Winning
24 Bidder’s asset purchase agreement with the Trustee and the orders of the Bankruptcy Court, the
25 Winning Bidder will be deemed to have forfeited his/her/its deposit unless the Trustee agrees to
26 provide the Winning Bidder with an extension of time to close the sale. If the Winning Bidder
27 fails to timely close and forfeits his/her/its deposit, the Backup Bidder (if any) will be notified
28 and will then have the opportunity to close a sale of the Property, in accordance with the terms

1 of the Backup Bidder's last offer, or such other terms as the Trustee and the Backup Bidder
2 agree, and the orders of the Bankruptcy Court. If the Backup Bidder fails to timely consummate
3 the sale of the Property, in accordance with the terms of such Backup Bidder's asset purchase
4 agreement with the Trustee and the orders of the Bankruptcy Court, the Backup Bidder will be
5 deemed to have forfeited his/her/its deposit unless the Trustee agrees to provide such Backup
6 Bidder with an extension of time to close the sale. If the Winning Bidder closes on the purchase
7 of the Property, the deposit of the Backup Bidder will be returned to the Backup Bidder on the
8 closing by the Winning Bidder of his/her/its purchase of the Property in accordance with the
9 terms of such Backup Bidder's asset purchase agreement with the Trustee and the orders of the
10 Bankruptcy Court.

11 (e) **Break-Up Fee**: In the event the Buyer is not the Winning Bidder or a Backup
12 Bidder, upon close of escrow for the sale of the Property to such Winning Bidder, at closing,
13 Trustee shall pay to Buyer a break-up fee of 3% of the Buyer's last bid amount directly to
14 Buyer out of the sale proceeds (the "Break-Up Fee"). For the avoidance of doubt, if Buyer is
15 not the Winning Bidder or a Backup Bidder, Trustee will return Buyer's full Deposit at the
16 same time as all other Qualified Bidders who submit bids at the Auction that are not the
17 Winning Bidder or a Backup Bidder, but no later than five (5) business days after the Auction.

18 **PLEASE TAKE FURTHER NOTICE** that the Sale Motion is based upon (1) 11
19 U.S.C. §§ 105(a), 363(b), (f), and (m), 365, FRBP 2002 and 6004, (2) any applicable LBRs, (3)
20 the Memorandum of Points and Authorities and Declarations in support of the Sale Motion, as
21 well as the exhibits thereto (together, the "Memorandum, Declarations, and Exhibits"), which
22 Memorandum, Declarations, and Exhibits are attached to the Sale Motion, (4) this notice of the
23 Sale Motion (the "Notice"), (5) all other evidence duly admitted by the Court in connection with
24 consideration of the Sale Motion, (6) the record in this case, and (7) the arguments and
25 statements of counsel to be made at the hearing on the Sale Motion.

26 **PLEASE TAKE FURTHER NOTICE** that any party that wants to obtain a full copy
27 of the Sale Motion, and its annexed Memorandum, Declarations, and Exhibits, can do so by
28

1 making a request, in writing, to the Trustee’s counsel, whose contact information is set forth on
2 the first page of this Notice.

3 **PLEASE TAKE FURTHER NOTICE** that, pursuant to LBR 9013-1, any opposition
4 to the Motion must (1) be in writing and include all reasons and evidence in support of the
5 opposition and (2) be filed and served not later than 14 days before the scheduled hearing.

6 **PLEASE TAKE FURTHER NOTICE** that, pursuant to LBR 9013-1(h), the Court
7 may deem the failure of any party to file a timely opposition to the Motion to constitute consent
8 to the granting of the Motion and the relief requested therein.

9 Dated: August 20, 2024

JOHN P. PRINGLE, CHAPTER 11 TRUSTEE
FOR SIR TAJ, LLC

10
11 By: /s/ David B. Golubchik

12 David B. Golubchik
13 Todd A. Frealy
14 Levene, Neale, Bender, Yoo & Golubchik L.L.P.
15 Attorneys for John P. Pringle, Chapter 11 Trustee
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1 DAVID B. GOLUBCHIK (SBN 185520)
2 TODD A. FREALY (SBN 198780)
3 LEVENE, NEALE, BENDER, YOO & GOLUBCHIK L.L.P.
4 2818 La Cienega Avenue
5 Los Angeles, California 90034
6 Telephone: (310) 229-1234
7 Facsimile: (310) 229-1244
8 Email: DBG@LNBYG.COM; TAF@LNBYG.COM

9 Attorneys for John P. Pringle, Chapter 11 Trustee

FILED & ENTERED

AUG 19 2024

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY carranza DEPUTY CLERK

10 **UNITED STATES BANKRUPTCY COURT**

11 **CENTRAL DISTRICT OF CALIFORNIA**

12 **LOS ANGELES DIVISION**

13 In re:

14 SIR TAJ, LLC,

15 Debtor.

16 Case No.: 2:24-bk-10874-VZ

17 Chapter 11

18 **ORDER APPROVING BIDDING
19 PROCEDURES WITH RESPECT TO THE
20 SALE OF THE SIR TAJ HOTEL**

21 Date: August 13, 2024

22 TIME: 11:00 a.m.

23 PLACE: Courtroom 1368

24 U.S. Bankruptcy Court

25 255 E. Temple Street

26 Los Angeles, CA 90012

1 John P. Pringle, the chapter 11 trustee ("Trustee") for the bankruptcy estate ("Estate") of
2 Sir Taj, LLC, the debtor herein ("Debtor"), filed a motion entitled "Chapter 11 Trustee's Notice
3 of Motion and Motion for an Order Establishing Procedures for the Sale of the Sir Taj Hotel;
4 Memorandum of Points and Authorities; Declarations of John P. Pringle, Eddy Nevarez and Lulu
5 Knowlton in support thereof" ("Motion") [docket #170]. A hearing on the Motion was scheduled
6 to occur on August 13, 2024, at 11:00 a.m. in accordance with Local Bankruptcy Rule 6004-
7 1(b)(1). The Trustee provided notice of the Motion and served the Motion on all creditors and
8 parties in interest. No one filed any response to the Motion, and the Court issued a tentative
9 ruling granting the Motion and excusing appearances at the hearing on the Motion. Therefore,
10 good cause appearing, the Court hereby ORDERS:

- 11 1. Notice of the Motion was adequate and proper.
- 12 2. The Motion is granted.
- 13 3. The Trustee's Bidding Procedures for the sale of the Sir Taj Hotel, are as follows:
 - 14 a. **Overbid Requirements.** Any party interested in submitting an overbid
15 for the Property ("Overbid") must, not later than 12:00 p.m. (Prevailing Pacific time) on
16 August 27, 2024 ("Overbid Deadline"), deliver such Overbid in writing to counsel for
17 the Trustee (David B. Golubchik, Esq., Levene, Neale, Bender, Yoo & Golubchik
18 L.L.P., 2818 La Cienega Avenue, Los Angeles, California 90034, Email:
19 DBG@LNBYG.com, Facsimile: (310-229-1244), in accordance with the requirements
20 set forth below:
 - 21 i. The purchase price for the Property in any Overbid must be in the
22 sum of at least \$14,500,000. Any Overbid must otherwise be on the same terms
23 and conditions set forth in the PSA except that the Overbid shall not contain any
24 due diligence or closing date requirements that are unacceptable to the Trustee.
25 For the avoidance of doubt, the Overbid amount of \$500,000 is inclusive of the
26 Buyer's proposed Break-Up Fee (defined below).
 - 27 ii. Each party submitting an Overbid must, by the Overbid Deadline,
28 deliver to counsel for the Trustee:

1 (a) a deposit in the sum not less than Buyer's \$2,000,000 Deposit, in the form of a
2 cashier's check made payable to the Trustee, so that such deposit is actually
3 received by the Overbid Deadline, (b) proof of committed funds available to the
4 bidder sufficient to enable such bidder to consummate the sale of the Property,
5 which proof shall be in the form of a letter of credit, loan commitment or other
6 form acceptable to the Trustee in the Trustee's sole discretion, (c) a PSA (in PDF
7 and Word form) on the same terms and conditions set forth in the Buyer's PSA
8 except that the Overbid shall not contain any due diligence or closing date
9 requirements that are unacceptable to the Trustee, (d) a statement executed by
10 such party that there are no conditions precedent to the party's ability to enter into
11 a definitive agreement and that all necessary internal and shareholder approvals
12 have been obtained prior to submission of the Overbid, (e) an identification with
13 particularity of the unexpired leases the party wishes to assume, (f) a statement
14 containing sufficient information concerning the party's ability to provide
15 adequate assurance of future performance with respect to unexpired leases to be
16 assumed and assigned; and (g) any such other information reasonably requested
17 by the Trustee and/or the Debtor. For the avoidance of doubt, any Overbids
18 received after the Overbid Deadline will not be considered.

19 iii. In the event that the Trustee determines, at his sole discretion, that
20 the bidder fails to timely comply with the foregoing requirements stated in the
21 foregoing paragraph (a)(ii) the Trustee may disqualify such bidder from
22 participating in the Auction. In the event that the Trustee exercises his discretion
23 and disqualifies a bidder from participating in the Auction, the deposit made by
24 such bidder (if any) shall be returned to the bidder.

25 iv. For the avoidance of doubt, Trustee has determined that Buyer is
26 a Qualified Bidder for the purpose of participating in the sale process, including
27 the Auction.

28 b. **Bidding At Auction.** If at least one bidder who the Trustee determines

1 has submitted a qualifying Overbid (a “Qualified Bidder”) appears at the Auction¹, the
2 Trustee shall designate what he determines, in his reasonable judgment, to be the best
3 and highest Overbid received for the Property to be the leading bid at the Auction.
4 Thereafter, the Trustee shall solicit better and higher bids for the Property, in bidding
5 increments of at least \$50,000 in cash, or the equivalent value of non-cash
6 consideration, as determined by the Trustee in his sole discretion, from the Qualified
7 Bidder(s) participating in the Auction (including the Buyer, if it chooses to participate)
8 until the best and highest bid for the Property (the “Winning Bid”) submitted by a
9 Qualified Bidder (the “Winning Bidder”) has been determined by the Trustee. The
10 Qualified Bidder who submits the second best/highest bid for the Property at the Auction
11 shall be designated as a “Backup Bidder”, if such Qualified Bidder consents to act as the
12 Backup Bidder.

13 c. **Backup Bidder:** In the event that the Winning Bidder cannot timely
14 complete the purchase of the Property, the Trustee shall be authorized to proceed with
15 the sale of the Property to the Backup Bidder in accordance with the terms of the
16 Backup Bidder’s last offer, or such other terms as the Trustee and the Backup Bidder
17 agree, and the orders of the Bankruptcy Court. without further notice, hearing or order
18 of the Court.

19 d. **Closing of Sale and Forfeiture of Deposits:** If the Winning Bidder fails
20 to timely consummate the sale of the Property, in accordance with the terms of such
21 Winning Bidder’s asset purchase agreement with the Trustee and the orders of the
22 Bankruptcy Court, the Winning Bidder will be deemed to have forfeited his/her/its
23 deposit unless the Trustee agrees to provide the Winning Bidder with an extension of
24 time to close the sale. If the Winning Bidder fails to timely close and forfeits his/her/its
25 deposit, the Backup Bidder (if any) will be notified and will then have the opportunity
26

27 ¹ In the interest of time, the Trustee proposes that the Auction be held in Court at the time and
28 place of the sale hearing so that any issues may be promptly addressed by the Court.

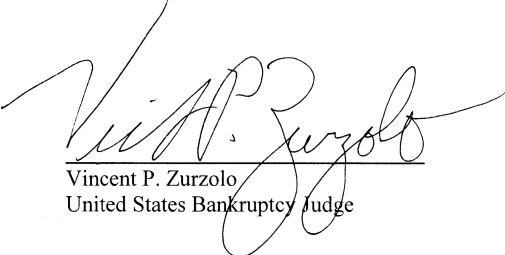
1 to close a sale of the Property, in accordance with the terms of the Backup Bidder's last
2 offer, or such other terms as the Trustee and the Backup Bidder agree, and the orders of
3 the Bankruptcy Court. If the Backup Bidder fails to timely consummate the sale of the
4 Property, in accordance with the terms of such Backup Bidder's asset purchase
5 agreement with the Trustee and the orders of the Bankruptcy Court, the Backup Bidder
6 will be deemed to have forfeited his/her/its deposit unless the Trustee agrees to provide
7 such backup bidder with an extension of time to close the sale. If the Winning Bidder
8 closes on the purchase of the Property, the deposit of the Backup Bidder will be
9 returned to the Backup Bidder on the closing by the Winning Bidder of his/her/its
10 purchase of the Property in accordance with the terms of such Backup Bidder's asset
11 purchase agreement with the Trustee and the orders of the Bankruptcy Court.

12 e. **Break-Up Fee:** In the event the Buyer is not the Winning Bidder or a
13 Backup Bidder, upon close of escrow for the sale of the Property to such Winning
14 Bidder, at closing, Trustee shall pay to Buyer a break-up fee of 3% of the Buyer's last
15 bid amount directly to Buyer out of the sale proceeds (the "**Break-Up Fee**"). For the
16 avoidance of doubt, if Buyer is not the Winning Bidder or a Backup Bidder, Trustee
17 will return Buyer's full Deposit at the same time as all other Qualified Bidders who
18 submit bids at the Auction that are not the Winning Bidder or a Backup Bidder, but no
19 later than five (5) business days after the Auction.

20 ORDERED.

21 #####

22
23
24 Date: August 19, 2024

25 
26 Vincent P. Zurzolo
27 United States Bankruptcy Judge
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SUPPLEMENTAL PROOF OF SERVICE OF DOCUMENT

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I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 2818 La Cienega Avenue, Los Angeles, CA 90034.

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 **August 20, 2024**, 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:

- Michael G D'Alba mgd@lnbyg.com
- Alan W Forsley alan.forsley@flpllp.com, awf@fklawfirm.com, awf@fl-lawyers.net, addy@flpllp.com
- Todd A. Frealy taf@lnbyg.com
- Amir Gamliel amir-gamliel-9554@ecf.pacerpro.com, cmallahi@perkinscoie.com; DocketLA@perkinscoie.com
- David B Golubchik dbg@lnbyg.com, dbg@lnbyg.com
- Stella A Havkin stella@havkinandshrago.com, shavkinesq@gmail.com
- Michael D Kwasigroch attorneyforlife@aol.com
- Judy M Lam JLAM@MAYNARDNEXSEN.COM, mdunn@maynardnexasen.com
- Marc A Lieberman marc.lieberman@flpllp.com, addy@flpllp.com, andrea@flpllp.com
- Kelly L Morrison kelly.l.morrison@usdoj.gov
- David L Prince dlp@redchamber.com
- John P Pringle (TR) brenfro@rpmlaw.com, jpp@trustesolutions.net; jpringle@rpmlaw.com
- United States Trustee (LA) ustprejon16.la.ecf@usdoj.gov

2. SERVED BY UNITED STATES MAIL: On **August 20, 2024**, 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 **August 20, 2024**, 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.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

August 20, 2024	Rebecka Merritt	/s/ Rebecka Merritt
Date	Type Name	Signature