

Document Page 1 of 3
**In the United States Bankruptcy Court
for the Western District of Pennsylvania**

Motion to sell Basista OGM final

In Re:)	
John J. Basista,	)	Case No. 16-24231 JAD
Debtor,	)	Chapter 11
John J. Basista,	)	Docket No. ____
Movant,)	
vs.	)	Hearing Date and Time:
Livingston Financial, LLC, Royalty Lender,	)	January 2, 2018 at 10:00 a.m.
Ltd, Elina M. Dang, Liem Dang, Khanh Doan,	)	Responses due: December 12, 2017
Pennsylvania Department of Revenue,)	
Westmoreland County Adult Probation, and)	
Westmoreland County Clerk of Courts,)	
Respondents.)	

MOTION TO SELL

Debtor John J. Basista (“Debtor” or “Seller”) requests authorization to sell certain oil, gas, and mineral rights free and clear of liens, claims, and encumbrances for the following reasons:

1. Debtor filed a petition under chapter 13 on November 14, 2016. His case was converted to a chapter 11 on August 21, 2017.
2. Debtor is the owner of undivided thirty six total net mineral acres under a certain 216 acres (+/-) tract of land located at Brunazzi Road, Sewickley Township, Westmoreland County, PA, and identified as tax no. 58-06-00-0-008 (“Land”). An order was entered by the Court on November 9, 2017, approving the sale of the Debtor’s interest in the Land (“Land Sale”). The Land Sale is due to close by December 21, 2017.
3. The above described mineral rights to be sold by this Motion are more fully described in Exhibit “A” and shall hereinafter be referred to as the “Property”.
4. Debtor desires to sell the Property for \$80,000 to Lighthouse Point, LLC (“Buyer”) of 1 Foliate Way, Ladera Rach, CA 92694 pursuant to a certain agreement of sale which is attached hereto as Exhibit “A”.
5. Buyer is unrelated to Debtor and has acted in good faith with respect to the within sale in accordance with *In re Abbots Dairies of Pennsylvania, Inc.*, 788 F2d 143 (3rd Cir. 1986).
6. The Property has been marketed by a Court approved real estate agent, William Smith and Shale Consultants, LLC, d/b/a CX-Energy, 1373 Washington Pike, Suite 204, Bridgeville, PA 15017, since February 9, 2017. Based upon agent’s efforts Debtor believes that the proposed sale price represents the Property’s fair market value.
7. Debtor desires to sell the Property to the Buyer or another bidder who submits a higher and better offer free and clear of all liens and encumbrances.

8. The successful bidder shall have 60 days from the date the order approving this sale (“Sale Order”) to conduct any and all due diligence as explained in the Agreement.

9. The sale shall close not later than 75 days after the date of the Sale Order unless the time is extended by the Court.

10. The Property is or may be encumbered by the liens described below at items 1 to 12 in the order listed:

	Lien Holder or Claimant	Record Date	Lien Number	Claim (estimates)
	G. Short sale legal fees and expenses			5,000
	Broker fee			6,400
1	PA Inheritance tax, PA Estate tax, Federal estate tax, if any.			5,000
2	R. E. taxes / muni. liens			0
3	Westmoreland Co. Adult Probation	1/18/1994	354-1994	18,117
4	Livingston Fin. judgment lien	7/18/11 revived 1/2/16	15JU02075	20,000
5	PA Revenue statutory tax lien	4/3/2014	1706-14	3,500
6	Royalty Lender, LTC mortgage	4/9/2015	201504090010714	123,000
7	Westmoreland Co. Clerk of Court	8/4/2015	15EJ01651	400.00
8	Westmoreland Co. Clerk of Court	8/4/2015	15EJ01822	400.00
9	PA Revenue statutory tax lien	9/22/2015	4614-15	12,500
10	Elina M. Dang judgment lien	6/30/2016	15JU02075	58,190
11	Liem Dang / Khanh Doan judgment lien	6/30/2016	15JU02075	232,755
12	Dang/Doan Lis Pendins			Unknown

11. An inheritance tax return has not been filed by the Debtor for property he inherited from his mother which includes the Property being sold by this Motion. An inheritance tax is due in an unknown amount (the “Tax”). The Land Sale order provides funding to pay the Tax. It is anticipated that the Tax will be paid in full at the Land Sale closing. \$5,000 it to be held in escrow by the closing agent for this sale for an additional Tax escrow. The \$5,000 shall be used, if necessary, to pay the Tax if it is not paid in full from the Land Sale proceeds. If any of the Tax escrow is not needed to pay the Tax, the excess shall be prorated and distributed between Elina M. Dang (20%) and Liem Dang and Khanh Doan (80%).

12. It is anticipated that the liens described at items 1 to 3 and 5 to 10 described above in paragraph 10 will be paid in full at the Land Sale closing prior to the closing of this sale.

13. All liens of record are to be transferred to the proceeds from the sale of the Property (“Proceeds”) which shall be distributed at closing in the following order of priority to the extent funds are available:

- a. Current real estate taxes for 2017, if any are due, for the Property shall be prorated at closing;

- b. 50% of real estate taxes for tax years pre-dating 2017, if any are due, shall be paid by the Debtor;
- c. Buyer shall pay all recording costs and real estate transfer taxes which are due;
- d. Realtor commission in the amount of \$6,400.00 shall be paid to Shale Consultants, LLC whose retention has been approved by the Court;
- e. Costs of local newspaper and legal journal advertizing in the amount of \$_____ to be paid to Gary W. Short.
- f. Court approved attorney's fees of Debtor's counsel, Gary W. Short, in the amount of \$_____ plus copy and postage expenses of \$_____ (an itemization of service and expenses was filed with the Court);
- g. The balance owed to Livingston Financial, LLC on its judgment lien to the extent its claim was not paid in full from the proceeds from the Land Sale;
- h. The balance owed on a Pennsylvania Department of Revenue ("Revenue") tax lien recorded in Westmoreland County, Pennsylvania on April 3, 2014 at no. 1706-14 as per a pay off statement to be provided by Revenue to the extent the claim was not paid in full from the proceeds from the Land Sale;
- i. The claim of Royalty Lender, Ltd. ("Royalty") in the amount of \$123,000 as of October 1, 2017 with interest at 6% on the judgment amount (\$107,297.99) from October 1, 2017 through closing less credits for all royalty payments received by Royalty on or after October 1, 2017 through closing to the extent the claim was not paid in full from the proceeds from the Land Sale.
- j. The balance owed, if any, on two claims of the Westmoreland County Clerk of Court, which are noted of record at 15EJ01651 and 15EJ01822.
- k. The balance owed on a Revenue tax lien recorded in Westmoreland County, PA on September 22, 2015 at no. 4614-15 as per a pay off statement to be provided by Revenue to the claim was not paid from the proceeds from the Land Sale.
- l. The remaining of the sale proceeds, if any, shall be prorated between the balance owed on the judgment of Elina M. Dang judgment lien entered on June 30, 2016 at 15 JU 02075 and the balance owed on the judgment of Liem Dang and Khanh Doan judgment lien entered on June 30, 2016 at 15 JU 02075.

WHEREFORE, the Debtor requests that sale of the Property free and clear of all liens, claims and encumbrances pursuant to 11 U.S.C. §363 be approved as set forth in the attached order.

Respectfully submitted,

/s/ Gary W. Short

Gary W. Short, Esquire (PA Bar I.D. No. 36794)
Counsel for the Debtor
212 Windgap Road, Pittsburgh, PA 15237
Tele. (412) 765-0100 / Fax (412) 536-3977
E-mail garyshortlegal@gmail.com

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("*Agreement*") is made this 20 day of November, 2017 ("*Effective Date*"), by and between John J. Basista, having an address of 408 Brunazzi Rd, Irwin, PA 15642 (hereinafter, "*Seller*"), and Lighthouse Point, LLC ("*Buyer*"), a California Limited Liability Company and/or assignee(s), having a principal place of business located at 1 Foliate Way, Ladera Ranch, 92694.

RECITALS

WHEREAS, Seller currently owns the oil and gas rights and oil and gas mineral rights, which is the oil, gas, associated hydrocarbons and/or oil and gas producing minerals and associated rights ("*OGM Rights*"), in and under the premises more fully described in "Exhibit A" attached herein and incorporated into this Agreement ("*Property*").

WHEREAS, Buyer now desires to purchase the OGM Rights from Seller and Seller desires to sell, bargain and convey the OGM Rights to Buyer;

NOW THEREFORE, in consideration of the mutual covenants, conditions and considerations contained in this Agreement, and intending to be legally bound, the Buyer and Seller agree as follows:

TERMS

1. **CONVEYANCE.** Seller shall convey to Buyer all of the Seller's undivided rights, title and interests, whether legal or equitable and whether vested or contingent, in and to the OGM Rights. OGM Rights to be conveyed include, but are not limited to fee oil, gas, and associated hydrocarbon mineral interests in and under the property described in Exhibit A; rights to receive lease signing bonus payments, delay rental payments, extension payments, shut-in payments or any rights or payments due and owing from oil and gas leases associated with the Property; royalty interests, executory rights, overriding royalty interests, production payments, fee royalty interests (collectively "Production Payments"). Production Payments include but are not limited to funds held in escrow by any oil and gas lessees at of the date of Closing, such as payments owed for production which has occurred prior to Closing but which has yet to be paid by lessee to Seller at the time of Closing.
2. **DUE DILIGENCE.** This sale is contingent on all proper and required notice being given by Seller regarding said sale to all lien holders and creditors of record/and or named in the Seller's bankruptcy case #16-24231. This sale is expressly contingent on the property being conveyed by Seller free and Clear of all liens and encumbrances and this sale being approved by the Bankruptcy Court.

Buyer shall have sixty (60) days from the date of Court Approval of this Sale to conduct any and all due diligence to confirm Seller's title to the OGM Rights to Buyer's sole satisfaction. Due diligence includes, but is not limited to a coal study, oil and gas title review, lien assessment and review of any existing oil and gas leases, review of well



EXHIBIT "A"

*Purchase and Sale Agreement between
John J. Basista and Lighthouse Pointe LLC*

Page 2 of 4

production data obtained from government records, royalty payment stubs, and assessment of geologic or regulatory barriers to shale gas development, which includes, but is not limited to, shale faults and storage fields. Buyer will notify Seller in writing of difficulties encountered with due diligence and shall be granted one **fifteen (15) day** extension if necessary. Any additional due diligence extensions must be agreed upon in writing by Buyer and Seller.

3. **NOTICE OF CLOSING.** Following Buyer's completion of its due diligence, if Buyer, in Buyer's sole discretion, determines that Seller has good and marketable title to the OGM Rights, and Buyer's due diligence requirements are met, Buyer shall deliver to Seller a written notice ("**Notice**") confirming Buyer's intent to purchase the OGM Rights and schedule a closing for the purchase and sale of the OGM Rights at a time and place mutually convenient to both Buyer and Seller ("**Closing**"). In no event shall the Closing occur later than ten (10) days after the date of the Notice.
4. **TITLE CURATIVE.** Should a title defect exist Buyer shall have the option to: a) terminate this contract by providing notice to Seller; b) if only a "partial" defect exists, rendering a portion of the Property with marketable title and a portion with unmarketable title, Buyer may close only on the portion of the Property that has marketable title and may proportionately reduce the Purchase Price.
5. **PURCHASE PRICE AND CLOSING.** At Closing, Buyer shall pay to Seller by way of cash, or immediately available funds, the "Purchase Price" listed on "Exhibit A"; and Seller shall deliver to Buyer a mineral deed ("**Deed**") and/or assignment ("**Assignment**") granting to Buyer an undivided interest in the OGM Rights, and/or the proscribed interest in and to any and all lease rights and Production Payments sold pursuant to this Agreement.
6. **PROPORTIONATE REDUCTION.** Buyer and Seller agree that, in the event that Seller is unable to successfully convey the aggregate total of net mineral acres in and under the Property listed on Exhibit A by the time agreed upon under this Agreement, then the Purchase Price shall be reduced by an amount equal to the consideration attributable that amount of undeliverable net mineral acres and this Agreement shall otherwise remain in full force and effect as to the remaining amount of deliverable net mineral acres.
7. **WARRANTIES:** With the exceptions of the aforementioned representations, Seller is selling these OGM Rights "as is" without certification of title, however Seller agrees to warrant up to the purchase price by special warranty deed, meaning that Seller warrants that the mineral title is good to the best of his/her knowledge during Seller's period of ownership, and that Seller has not otherwise sold the OGM Rights. Seller will provide Buyer with a special warranty mineral deed at Closing. All other due diligence and title certification will be at the discretion of Buyer at Buyer's cost. **Buyer shall pay any and all deed filing costs or realty transfer taxes.**
8. **PAYMENT OF LIENS AT CLOSING:** Seller agrees that at closing, should Buyer be unable to secure necessary releases or subordinations from lien holders, Buyer may make direct payment on Seller's behalf from Seller's funds to any lien holders with liens that

Initials: 

Purchase and Sale Agreement between
John J. Basista and Lighthouse Pointe LLC

Page 3 of 4

may encumber the property and that must be satisfied in order for Buyer to take marketable title to the Property. Seller authorizes Buyer and/or the Closing/Escrow Agent contracted by Buyer to contact any lien holders directly on Seller's behalf in order to obtain payoff figures and to coordinate payment of liens at Closing. Seller's funds may be held in escrow at Closing and until such time as liens have been paid and releases filed at the appropriate public office.

9. REMEDIES: In the event of breach of contract and failure to close by Seller, Seller agrees and acknowledges that Buyer may request specific performance and/or monetary damages for breach of contract, which includes but is not limited to costs of title, litigation and attorneys fees. In the event of breach this agreement or a lis pendens against the Property may be recorded by Buyer.

10. BINDING AND COMPLETE CONTRACT: This Agreement shall inure to the benefit of and be binding upon Buyer and Seller and their respective successors and assigns. This Agreement is fully assignable. However, no assignment by a party shall relieve that party of any duties or obligations under this Agreement. This Agreement constitutes the complete agreement between the Buyer and Seller. This Agreement shall only be modified or amended by a writing signed by both Buyer and Seller. In no event shall the Buyer and Seller orally agree to modify any term or provision contained herein.

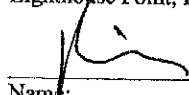
EXECUTION

The Buyer and Seller have caused this Agreement to be executed as of the above-referenced Effective Date.

BY BUYER:

Lighthouse Point, LLC.

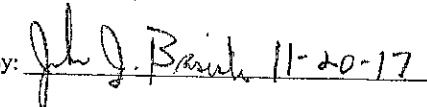
By:


Name:
Managing Member

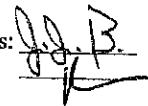
BY SELLER:

John J. Basista

By:


11-20-17

Initials:



*Purchase and Sale Agreement between
John J. Basista and Lighthouse Pointe LLC*

Page 4 of 4

EXHIBIT A

This exhibit is made part of, and incorporated into, that certain Purchase and Sale Agreement entered into on November 20, 2017, by and between John J. Basista, and Lighthouse Point, LLC.

Seller intends to sell the OGM Rights concerning the subject Property/Properties listed as follows:

PROPERTY DESCRIPTION: The OGM Rights are located in the geological formations in and under the following Property/Properties:

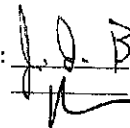
Approximately 216.10 GROSS Acres, More or Less, situate Sewickley Township, Westmoreland County, Pennsylvania, more further described in Will Volume 65-07-02131; 2005-1844 recorded in Westmoreland County, Pennsylvania public records.

Parcel Number 58-06-00-0-008-00-0

TOTAL NET MINERAL ACRES SUBJECT TO THIS AGREEMENT: 36 (Thirty-Six) whether actually more or less.

COAL & COALBED METHANE: Coal and Coalbed Methane is NOT included in this transaction.

PURCHASE PRICE: Buyer will pay to Seller **Two Thousand Two Hundred Twenty-Two dollars 22/100 (\$2,222.22)** per net mineral acre for the aggregate purchase price of **Eighty Thousand dollars (\$80,000.00)** ("*Purchase Price*").

Initials: J. J. B.


Proposed Order Page 1 of 3
In the United States Bankruptcy Court
for the Western District of Pennsylvania

Motion to sell Basista OGM

In Re:)	
John J. Basista,	)	Case No. 16-24231 JAD
Debtor,	)	Chapter 11
John J. Basista,	)	Docket No. ____
Movant,)	
vs.	)	Hearing Date and Time:
Livingston Financial, LLC, Royalty Lender,	)	January 2, 2018 at 10:00 a.m.
Ltd, Elina M. Dang, Liem Dang, Khanh Doan,	)	Responses due: December 12, 2017
Pennsylvania Department of Revenue,)	
Westmoreland County Adult Probation, and)	
Westmoreland County Clerk of Courts)	
Respondents.)	

ORDER OF COURT

AND NOW, this _____ day of _____, 2018, upon consideration of the Debtor’s Motion to Sell (“Motion”) whereby the Debtor John J. Basista seeks authorization to sell his undivided thirty six total net mineral acres under a certain 216 acres (+/-) tract of land located at Brunazzi Road, Sewickley Township, Westmoreland County, PA, and identified as tax no. 58-06-00-0-008 (hereinafter the “Property”) for \$80,000 pursuant to a certain agreement of sale which is attached to the Motion as Exhibit “A” (the “Agreement”) free and clear of all claims and encumbrances and after notice and hearing, the Court finds that:

1. Service of the Notice of Hearing, Motion, and Order setting hearing on the Motion for sale of property free and divested of liens of the above-named Respondents, was effective on the following secured creditors whose liens are recited in the Motion for public sale at:

Real estate taxes (payoff unknown)	Livingston Financial, LLC P.O. Box 987 Itasca, IL 60143 (Appx. pay off \$20,000)	PA Dept. of Revenue Bankruptcy Division Harrisburg, PA 17128 (Appx. payoff \$3,500)
PA Dept. of Revenue Bankruptcy Division PO BOX 280946 Harrisburg, PA 17128 (Appx. payoff \$12,500)	Royalty Lender, LTD POB 25014 Dallas, TX 75225 (Appx. payoff \$123,000)	Elina M. Dang 111 Carlisle Avenue NW Port Charlotte, FL 33952 (Appx. payoff \$58,190)
Liem Dang Khanh Doan 305 Countrybrook Drive Venetia, PA 15637 (Appx. payoff \$232,755)	Commonwealth of Pennsylvania Office of Chief Counsel P.O. BOX 281061 Harrisburg, PA 17128-1061 (Appx. payoff \$5,000)	Westmoreland Co. Adult Prob. West. County Courthouse 2 N Main St #204 Greensburg, PA 15601 (Appx. payoff \$18,117)
West. Co. Clerk of Court West. County Courthouse 2 N Main St #204 Greensburg, PA 15601 (Appx. payoff \$800)		

2. Sufficient general notice of said hearing and sale, together with the confirmation hearing thereon, was given to the creditors and parties in interest by the Debtor as shown by the certificate of service duly filed and that the named parties were duly served with the Motion.

3. The motion and hearing were advertised in the Pittsburgh Post-Gazette on _____ and in the Pittsburgh Legal Journal on _____ as shown on the proof of publication which has been or will be filed with the Court and on the Court’s EASI site.

4. At the sale hearing the highest and best offer received was that of the above Purchaser and no objections to sale were made which would result in cancellation of the sale.

5. The price of \$_____ offered by _____
_____ is a full and fair price for the Property.

6. The Purchaser has acted in good faith with respect to the within sale in accordance with *In re Abbots Dairies of Pennsylvania, Inc.*, 788 F2d 143 (3rd Cir. 1986).

Now therefore, IT IS ORDERED, ADJUDGED AND DECREED that the Debtor is authorized to sell his interest in the Property pursuant to the Agreement;

IT IS FURTHER ORDERED the sale of the Property is hereby **CONFIRMED** to

_____ the "Purchaser" of _____,

for _____ DOLLARS (_____), free and divested of liens and claims with all lien and claims transferred to the proceeds of sale, and that the Debtor is authorized and directed to make, execute and deliver to the Purchaser the necessary deed and/or other documents required to transfer title to the Property purchased upon compliance with the terms of sale;

IT IS FURTHER ORDERED, the above recited liens and claims, be, and hereby are, transferred to the proceeds of sale, if and the extent they may be determined to be valid liens against the Property, that the within decreed sale shall be free, clear and divested of said liens and claims;

IT IS FURTHER ORDERED, the following liens, expenses, and costs shall immediately be paid at the time of closing in the order of priority set forth below. **Failure of the closing agent to timely make and forward disbursements required by this Order** will subject the closing agent to monetary sanctions, including among other things, a fine or imposition of damages, after notice and hearing, for failure to comply with the above terms of this Order,

IT IS FURTHER ORDERED that some of the liens described below are projected to have been paid in full or in part from the sale of the surface rights of a certain 216 acres (+/-) tract of land located at Brunazzi Road, Sewickley Township, Westmoreland County, PA, ("Land") and identified as tax no. 58-06-00-0-008 ("Land Sale"). To the extent the liens described below are not paid in full from the Land Sale proceeds, the Proceeds from this sale shall be distributed at closing in the following order of priority:

- a. Current real estate taxes for 2017, if any are due, for the Property shall be prorated at closing;
- b. 50% of real estate taxes for tax years pre-dating 2017, if any are due, shall be paid by the Debtor;
- c. Buyer shall pay all recording costs and real estate transfer taxes which are due;
- d. Realtor commission in the amount of \$6,400.00 shall be paid to William Smith and Shale Consultants, LLC, d/b/a CX-Energy, 1373 Washington Pike, Suite 204, Bridgeville, PA 15017, the Debtor's court approved real estate agent;
- e. Costs of local newspaper and legal journal advertizing in the amount of \$_____ to be paid to Gary W. Short.
- f. Court approved attorney's fees of Debtor's counsel, Gary W. Short, in the amount of \$_____ plus copy and postage expenses of \$_____ (an itemization of

- g. Due to an inheritance tax return not having been filed by the Debtor for property he inherited from his mother which includes the Property being sold by this Motion, an inheritance tax is due in an unknown amount (the "Tax"). It is anticipated that the Tax will be paid in full at the Land Sale closing. Nevertheless \$5,000 shall be held in escrow by the closing agent for as a Tax escrow. The tax escrow shall be used, if necessary, to pay the Tax if it is not paid in full from the Land Sale proceeds. If any of the tax escrow is not needed to pay the Tax, the excess shall be prorated and distributed between Elina M. Dang (20%) and Liem Dang and Khanh Doan (80%).
- h. The balance owed to Livingston Financial, LLC on its judgment lien to the extent its claim was not paid in full from the proceeds from the Land Sale;
- i. The balance owed on a Pennsylvania Department of Revenue ("Revenue") tax lien recorded in Westmoreland County, Pennsylvania on April 3, 2014 at no. 1706-14 as per a pay off statement to be provided by Revenue to the extent the claim was not paid in full from the proceeds from the Land Sale;
- j. The balance owed, if any, on a claims by the Westmoreland County Clerk of Court, which are noted of record at 15EJ01651 and 15EJ01822
- k. The claim of Royalty Lender, Ltd. ("Royalty") in the amount of \$123,000 as of October 1, 2017 with interest at 6% on the judgment amount (\$107,297.99) from October 1, 2017 through closing less credits for all royalty payments received by Royalty on or after October 1, 2017 through closing to the extent the claim was not paid in full from the proceeds from the Land Sale.
- m. The balance owed on a Revenue tax lien recorded in Westmoreland County, Pennsylvania on September 22, 2015 at no. 4614-15 as per a pay off statement to be provided by Revenue to the claim was not paid from the proceeds from the Land Sale.
- n. The remaining of the sale proceeds, if any, shall be prorated between the balance owed on the judgment of Elina M. Dang judgment lien entered on June 30, 2016 at 15 JU 02075 and the balance owed on the judgment of Liem Dang and Khanh Doan judgment lien entered on June 30, 2016 at 15 JU 02075.

FURTHER ORDERED:

If a dispute as to a payoff arises at closing which is not provided for by this order and cannot be resolved, the amount in dispute shall be escrowed with Debtor's counsel pending further order of Court;

The closing shall occur within seventy five (75) days of this Order and , **within five (5) days following the closing**, the Movant shall file a report of sale with a settlement statement attached. This Sale Confirmation Order survives any dismissal or conversion of the within case.

Within five (5) days of the date of this Order, the Movant shall serve a copy of the within Order on each Respondent and its attorney of record , if any, upon any attorney or party who has answered the Motion or appeared at the hearing, the attorney for the Debtor, the Purchaser, and the attorney for the Purchaser, if any, and file a certificate of service

Chief Judge Jeffery A. Deller
United States Bankruptcy Court

Certificate of Service Page 1 of 2
In the United States Bankruptcy Court
for the Western District of Pennsylvania

Motion to sell Basista OGM

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John J. Basista,)	Case No. 16-24231 JAD
)	Chapter 11
Debtor,)	Docket No. ____
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Movant,)	January 2, 2018 at 10:00 a.m.
vs.)	Responses due: December 12, 2017
Livingston Financial, LLC, Royalty Lender,)	
Ltd, Elina M. Dang, Liem Dang, Khanh Doan,)	
Pennsylvania Department of Revenue,)	
Westmoreland County Adult Probation, and)	
Westmoreland County Clerk of Courts)	
Respondents.)	

CERTIFICATE OF SERVICE

I, the undersigned, certify that I served or caused to be served, on the 24th day of November, 2017, a copy of the **NOTICE OF HEARING WITH RESPONSE DEADLINE ON THE MOTION TO SELL AND MOTION TO SELL** upon each of the following persons and parties in interest at the addresses shown:

Method of Service: First Class U.S. Mail, postage prepaid.

Royalty Lender, Ltd.
c/o Dirk David, President
PO Box 25014
Dallas, Texas 75225

Royalty Lender, Ltd.
c/o Marshall Merritt, General Partner
PO Box 25014
Dallas, Texas 75225

Royalty Lender, Ltd.
c/o Mark A. Eck, Esq.
Meyer Darragh Buckler Bebeneck & Eck
600 Grant Street, Suite 4850
Pittsburgh, PA 15219

Elina N. Dang
111 Carlisle Avenue NW
Port Charlotte, FL 33952

Liem Dang
305 Countrybrook Drive
Venetia, PA 15637

Khanh Doan
305 Countrybrook Drive
Venetia, PA 15637

Livingston Financial LLC
c/o World Credit Recovery LLC
1200 N. Arlington Heights Road, Ste. 420
Itasca, IL 60143

Livingston Financial, LLC
P.O. Box 987
Itasca, IL 60143

Westmoreland County Adult Probation
Westmoreland County Courthouse
2 N Main St #204
Greensburg, PA 15601

Westmoreland County Clerk of Courts
Westmoreland County Courthouse
2 N Main St #203
Greensburg, PA 15601

John D. Eddy, Esq.
564 Forbes Avenue
Pittsburgh, PA 15219
John D. Eddy, Esq.
564 Forbes Avenue
Pittsburgh, PA 15219

PA Dept. of Revenue
Bankruptcy Division
PO BOX 280946
Harrisburg, PA 17128

Robert C. Edmundson, Esquire
Office of the Attorney General
Financial Enforcement Section
5th Floor, Manor Complex
564 Forbes Avenue
Pittsburgh, PA 15219

PA Department of Revenue
Office of Chief Counsel
P.O. BOX 281061
Harrisburg, PA 17128-1061

John J. Basista
PO BOX 152
Sutersville, PA 15083

and the parties identified on the attached mailing matrix.

Respectfully submitted,
/s/ Gary W. Short
Gary W. Short, Esquire (PA Bar I.D. No. 36794)
212 Windgap Road, Pittsburgh, PA 15237
Tele. (412) 765-0100 / Fax (412) 536-3977
E-mail garyshortlegal@gmail.com

Label Matrix for local noticing
0315-2

Advantage Assets II, Inc.
1000 N. West Street, S1200

American InfoSource LP as agent for
Verizon

Case 16-24231-JAD
WESTERN DISTRICT OF PENNSYLVANIA
Pittsburgh
Fri Nov 24 11:21:48 EST 2017

Bryn Mawr, PA 19010

PO Box 248838
Oklahoma City, OK 73124-8838

Bank Of America
Nc4-105-03-14
Po Box 26012
Greensboro, NC 27420-6012

John J. Basista
408 Brunazzi Road
Irwin, PA 15642-4960

CNHcapital
Attn:Bankruptcy
Po Box 292
Racine, WI 53401-0292

Capital One
Po Box 30285
Salt Lake City, UT 84130-0285

Jennifer L. Cerce
Maiello Brungo & Maiello
Southside Works
424 S. 27th Street, Ste 210
Pittsburgh, PA 15203-2380

Citi-citgo
Citicorp Cr Srvs/Centralized Bankruptcy
Po Box 790040
S Louis, MO 63179-0040

Citibank Sears
Citicorp Credit Srvs/Centralized Bankrup
Po Box 790040
Saint Louis, MO 63179-0040

Citibank/Shell Oil
Citicorp Srvs/ Centralized Bankruptcy
Po Box 790040
St Louis, MO 63179-0040

Clerk of Court Westmoreland County, PA
Westmoreland County Courthouse
2 North Main Street, No. 203
Greensburg, PA 15601-2405

Cnh Capital America Ll
Attn:Bankruptcy
Po Box 292
Racine, WI 53401-0292

Commonwealth of Pennsylvania
Department of Revenue
Bureau of Compliance, Bankr Div
Dept 280946
Harrisburg, PA 17128-0946

Credit One Bank Na
Po Box 98873
Las Vegas, NV 89193-8873

Elina Dang
111 Carlisle Avenue NW
Port Charlotte, FL 33952-9023

Liem Dang
306 County Brooke Drive
Venetia, PA 15367

Daryl Dermotta
PO Box 276
Rilton, PA 15678-0276

Khanh L. Doan
305 Country Brooke Drive
Venetia, PA 15367-1075

Mark Eck
Meyer Darragh Beckler Bebenek & Eck
600 Grant Street
U.S. Steel Tower
Suite 4850
Pittsburgh, PA 15219-2801

Robert C. Edmundson
Office of Attorney General
564 Forbes Avenue
5th Floor, Manor Complex
Pittsburgh, PA 15219-2992

Elina N. Dang
c/o John D. Eddy, Esquire
564 Forbes Avenue, Penthouse
Pittsburgh, PA 15219-2908

Fingerhut
6250 Ridgewood Rd
St Cloud, MN 56303-0820

(p)FORD MOTOR CREDIT COMPANY
P O BOX 62180
COLORADO SPRINGS CO 80962-2180

Four Seasons Investments, LLC
PO Box 213
Wynnewood, PA 19096-0213

Fst Premier
601 S Minneapolis Ave
Sioux Falls, SD 57104

G M A C
Po Box 535160
Pittsburgh, PA 15253-5160

IC Systems, Inc
444 Highway 96 East
St Paul, MN 55127-2557

Internal Revenue Service
Special Procedures Division
P.O. Box 628
Bankruptcy Section
Pittsburgh, PA 15230

Internal Revenue Service
POB 7346
Philadelphia, PA 19101-7346

Brian M. Kile
Grenen & Birsic PC
One Gateway Center, 9th Floor
Pittsburgh, PA 15222

Robert W. Koehler
564 Forbes Avenue
Manor Complex, Penthouse
Pittsburgh, PA 15219-2908

Livingston Financial, LLC
c/o James C. Warmbrodt
436 Seventh Ave. Ste. 2500
Pittsburgh, PA 15219-1842

LVNV Funding
Po Box 10497
Greenville, SC 29603-0497

LVNV Funding, LLC its successors and assigns
assignee of Citibank (South Dakota),
N.A.
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

LVNV Funding, LLC its successors and assigns
assignee of FNBM, LLC
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

Elsie R. Lampl
435 South Maple Avenue
Greensburg, PA 15601-3220

Liem Dang and Khanh L. Doan
c/o John D. Eddy, Esquire
564 Forbes Avenue, Penthouse
Pittsburgh, PA 15219-2908

Lien Dang
c/o John D. Eddy
Eddy, DeLuca avina & Townsend
564 Forbes Avenue
Pittsburgh, PA 15219-2908

Norwin School District
c/o Maiello Brungo & Maiello, LLP
100 Purity Road
Suite 3
Pittsburgh, PA 15235-4441

Office of Attorney General Department of Rev
Robert C. Edmundson
564 Forbes Avenue
Pittsburgh, PA 15219-2908

Office of the United States Trustee
Liberty Center.
1001 Liberty Avenue, Suite 970
Pittsburgh, PA 15222-3721

PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

Pennsylvania Department of Human Services
625 Forster Street
Harrisburg, PA 17120-0701

Pennsylvania Department of Revenue
Bankruptcy Division PO BOX 280946
Harrisburg, PA 17128-0946

Pennsylvania Dept. of Revenue
Department 280946
P.O. Box 280946
ATTN: BANKRUPTCY DIVISION
Harrisburg, PA 17128-0946

Premier Bankcard, Llc
c o Jefferson Capital Systems LLC
Po Box 7999
Saint Cloud Mn 56302-7999

Quantum3 Group LLC as agent for
CF Medical LLC
PO Box 788
Kirkland, WA 98083-0788

Quantum3 Group LLC as agent for
Sadino Funding LLC
PO Box 788
Kirkland, WA 98083-0788

Royalty Lender, LTC
POB 25014
Dallas, TX 75225-1014

Royalty Lender, Ltd.
8235 Douglas Avenue, Suite 1030
Dallas, TX 75225-6010

S&T Bank
355 North Fifth Street
Indiana, PA 15701-1940

S&T Bank
355 North 5th Street
Indiana, PA 15701-1940

S&T Bank
800 Philadelphia Street
Indiana, PA 15701-3908

S&T Bank
c/o Brian M. Kile, Esquire
Grenen & Birsic, PC
One Gateway Center, 9th Floor
Pittsburgh, PA 15222

Gary William Short
212 Windgap Road
Pittsburgh, PA 15237-1271

William Smith
Shale Consultants, LLC
d/b/a CX-Energy
408 Brunazzi Rd.
Irwin, PA 15642-4960

Synchrony Bank/ JC Penneys
Po Box 965064
Orlando, FL 32896-5064

Synchrony Bank/Walmart
Po Box 965064
Orlando, FL 32896-5064

TekCollect Inc
Po Box 1269
Columbus, OH 43216-1269

UPMC Community Medicine
PO Box 1123
Minneapolis MN 55440-1123

University of Pittsburgh Physicians
PO Box 1123
Minneapolis MN 55440-1123

Verizon
500 Technology Dr
Suite 500
Weldon Spring, MO 63304-2225

Westmoreland County Tax Claim Bureau
Westmoreland County Courthouse
2 North Main Street, No. 406
Greensburg, PA 15601-2417

World Credit Fund III, LLC
1200 N. Arlington Heights Road
Suite 420
Itasca, IL 60143-3110

Norma Hildenbrand, on Behalf of the United S
Office of the United States Trustee
Suite 970 Liberty Center
1001 Liberty Avenue
Pittsburgh, PA 15222-3714

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Ford Credit
National Bankruptcy Service Center
Po Box 62180
Colorado Springs, CO 80962

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Daryl Dermotta
PO Box 276
Rilton, PA 15678-0276

(d)Norwin School District
c/o Maiello Brungo & Maiello, LLP
100 Purity Road, Suite 3
Pittsburgh, PA 15235-4441

(d)PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

(d)Pennsylvania Dept. of Human Services
625 Forster Street
Harrisburg, PA 17120-0701

(u)Royalty Lender, Ltd.

End of Label Matrix
Mailable recipients 65
Bypassed recipients 5
Total 70

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("*Agreement*") is made this 20 day of November, 2017 ("*Effective Date*"), by and between John J. Basista, having an address of 408 Brunazzi Rd, Irwin, PA 15642 (hereinafter, "*Seller*"), and Lighthouse Point, LLC ("*Buyer*"), a California Limited Liability Company and/or assignee(s), having a principal place of business located at 1 Foliate Way, Ladera Ranch, 92694.

RECITALS

WHEREAS, Seller currently owns the oil and gas rights and oil and gas mineral rights, which is the oil, gas, associated hydrocarbons and/or oil and gas producing minerals and associated rights ("*OGM Rights*"), in and under the premises more fully described in "Exhibit A" attached herein and incorporated into this Agreement ("*Property*").

WHEREAS, Buyer now desires to purchase the OGM Rights from Seller and Seller desires to sell, bargain and convey the OGM Rights to Buyer;

NOW THEREFORE, in consideration of the mutual covenants, conditions and considerations contained in this Agreement, and intending to be legally bound, the Buyer and Seller agree as follows:

TERMS

1. **CONVEYANCE.** Seller shall convey to Buyer all of the Seller's undivided rights, title and interests, whether legal or equitable and whether vested or contingent, in and to the OGM Rights. OGM Rights to be conveyed include, but are not limited to fee oil, gas, and associated hydrocarbon mineral interests in and under the property described in Exhibit A; rights to receive lease signing bonus payments, delay rental payments, extension payments, shut-in payments or any rights or payments due and owing from oil and gas leases associated with the Property; royalty interests, executory rights, overriding royalty interests, production payments, fee royalty interests (collectively "Production Payments"). Production Payments include but are not limited to funds held in escrow by any oil and gas lessees at of the date of Closing, such as payments owed for production which has occurred prior to Closing but which has yet to be paid by lessee to Seller at the time of Closing.
2. **DUE DILIGENCE.** This sale is contingent on all proper and required notice being given by Seller regarding said sale to all lien holders and creditors of record/and or named in the Seller's bankruptcy case #16-24231. This sale is expressly contingent on the property being conveyed by Seller free and Clear of all liens and encumbrances and this sale being approved by the Bankruptcy Court.

Buyer shall have sixty (60) days from the date of Court Approval of this Sale to conduct any and all due diligence to confirm Seller's title to the OGM Rights to Buyer's sole satisfaction. Due diligence includes, but is not limited to a coal study, oil and gas title review, lien assessment and review of any existing oil and gas leases, review of well

EXHIBIT "A"

*Purchase and Sale Agreement between
John J. Basista and Lighthouse Pointe LLC*

Page 2 of 4

production data obtained from government records, royalty payment stubs, and assessment of geologic or regulatory barriers to shale gas development, which includes, but is not limited to, shale faults and storage fields. Buyer will notify Seller in writing of difficulties encountered with due diligence and shall be granted one **fifteen (15) day** extension if necessary. Any additional due diligence extensions must be agreed upon in writing by Buyer and Seller.

3. **NOTICE OF CLOSING.** Following Buyer's completion of its due diligence, if Buyer, in Buyer's sole discretion, determines that Seller has good and marketable title to the OGM Rights, and Buyer's due diligence requirements are met, Buyer shall deliver to Seller a written notice ("**Notice**") confirming Buyer's intent to purchase the OGM Rights and schedule a closing for the purchase and sale of the OGM Rights at a time and place mutually convenient to both Buyer and Seller ("**Closing**"). In no event shall the Closing occur later than ten (10) days after the date of the Notice.
4. **TITLE CURATIVE.** Should a title defect exist Buyer shall have the option to: a) terminate this contract by providing notice to Seller; b) if only a "partial" defect exists, rendering a portion of the Property with marketable title and a portion with unmarketable title, Buyer may close only on the portion of the Property that has marketable title and may proportionately reduce the Purchase Price.
5. **PURCHASE PRICE AND CLOSING.** At Closing, Buyer shall pay to Seller by way of cash, or immediately available funds, the "Purchase Price" listed on "Exhibit A"; and Seller shall deliver to Buyer a mineral deed ("**Deed**") and/or assignment ("**Assignment**") granting to Buyer an undivided interest in the OGM Rights, and/or the proscribed interest in and to any and all lease rights and Production Payments sold pursuant to this Agreement.
6. **PROPORTIONATE REDUCTION.** Buyer and Seller agree that, in the event that Seller is unable to successfully convey the aggregate total of net mineral acres in and under the Property listed on Exhibit A by the time agreed upon under this Agreement, then the Purchase Price shall be reduced by an amount equal to the consideration attributable that amount of undeliverable net mineral acres and this Agreement shall otherwise remain in full force and effect as to the remaining amount of deliverable net mineral acres.
7. **WARRANTIES:** With the exceptions of the aforementioned representations, Seller is selling these OGM Rights "as is" without certification of title, however Seller agrees to warrant up to the purchase price by special warranty deed, meaning that Seller warrants that the mineral title is good to the best of his/her knowledge during Seller's period of ownership, and that Seller has not otherwise sold the OGM Rights. Seller will provide Buyer with a special warranty mineral deed at Closing. All other due diligence and title certification will be at the discretion of Buyer at Buyer's cost. **Buyer shall pay any and all deed filing costs or realty transfer taxes.**
8. **PAYMENT OF LIENS AT CLOSING:** Seller agrees that at closing, should Buyer be unable to secure necessary releases or subordinations from lien holders, Buyer may make direct payment on Seller's behalf from Seller's funds to any lien holders with liens that

Initials: 

Purchase and Sale Agreement between
John J. Basista and Lighthouse Pointe LLC

Page 3 of 4

may encumber the property and that must be satisfied in order for Buyer to take marketable title to the Property. Seller authorizes Buyer and/or the Closing/Escrow Agent contracted by Buyer to contact any lien holders directly on Seller's behalf in order to obtain payoff figures and to coordinate payment of liens at Closing. Seller's funds may be held in escrow at Closing and until such time as liens have been paid and releases filed at the appropriate public office.

9. REMEDIES: In the event of breach of contract and failure to close by Seller, Seller agrees and acknowledges that Buyer may request specific performance and/or monetary damages for breach of contract, which includes but is not limited to costs of title, litigation and attorneys fees. In the event of breach this agreement or a lis pendens against the Property may be recorded by Buyer.

10. BINDING AND COMPLETE CONTRACT: This Agreement shall inure to the benefit of and be binding upon Buyer and Seller and their respective successors and assigns. This Agreement is fully assignable. However, no assignment by a party shall relieve that party of any duties or obligations under this Agreement. This Agreement constitutes the complete agreement between the Buyer and Seller. This Agreement shall only be modified or amended by a writing signed by both Buyer and Seller. In no event shall the Buyer and Seller orally agree to modify any term or provision contained herein.

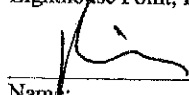
EXECUTION

The Buyer and Seller have caused this Agreement to be executed as of the above-referenced Effective Date.

BY BUYER:

Lighthouse Point, LLC.

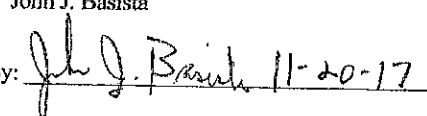
By:


Name:
Managing Member

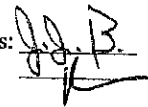
BY SELLER:

John J. Basista

By:


11-20-17

Initials:



*Purchase and Sale Agreement between
John J. Basista and Lighthouse Pointe LLC*

Page 4 of 4

EXHIBIT A

This exhibit is made part of, and incorporated into, that certain Purchase and Sale Agreement entered into on November 20, 2017, by and between John J. Basista, and Lighthouse Point, LLC.

Seller intends to sell the OGM Rights concerning the subject Property/Properties listed as follows:

PROPERTY DESCRIPTION: The OGM Rights are located in the geological formations in and under the following Property/Properties:

Approximately 216.10 GROSS Acres, More or Less, situate Sewickley Township, Westmoreland County, Pennsylvania, more further described in Will Volume 65-07-02131; 2005-1844 recorded in Westmoreland County, Pennsylvania public records.

Parcel Number 58-06-00-0-008-00-0

TOTAL NET MINERAL ACRES SUBJECT TO THIS AGREEMENT: 36 (Thirty-Six) whether actually more or less.

COAL & COALBED METHANE: Coal and Coalbed Methane is NOT included in this transaction.

PURCHASE PRICE: Buyer will pay to Seller **Two Thousand Two Hundred Twenty-Two dollars 22/100 (\$2,222.22)** per net mineral acre for the aggregate purchase price of **Eighty Thousand dollars (\$80,000.00)** ("*Purchase Price*").

Initials: J. J. B.
