

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

In Re:)	
)	
LB VENTURES, LLC)	Chapter 11
)	Case No. 17-10084-JNF
DEBTOR)	
)	

AMENDED NOTICE OF INTENDED PRIVATE SALE OF ESTATE PROPERTY,
DEADLINE FOR SUBMITTING OBJECTIONS AND HIGHER OFFERS
AND HEARING DATE

_____ IS THE DATE OF THE PROPOSED SALE
December 15, 2017 IS THE DATE BY WHICH OBJECTIONS OR COUNTEROFFERS
MUST BE MADE

NOTICE IS HEREBY GIVEN, pursuant to 11 U.S.C. § 363 and Fed. R. Bankr. P. 2002(a)(2) and 6004, and MLBR 2002-5 and 6004-1, that the debtor, LB Ventures, LLC (the “Debtor”) intends to sell at private sale the Debtor’s right, title and interest in certain property of the estate.

PROPERTY TO BE SOLD:

All of the Debtor’s, right, title and interest in real property consisting of the parcel of land with the buildings thereon known and numbered as 433 Quincy Shore Drive, Quincy, Massachusetts (the “Property”).

THE OFFER:

The Debtor has received, and conditionally accepted, an offer to purchase the Property in the amount of NINE HINDRED THIRTY THOUSAND DOLLARS (\$930,000.00).

THE PROPOSED BUYER:

The Proposed Buyers are Xiu Ping Pan and Jiani Xu of Quincy, Massachusetts. The Proposed Buyers have no prior connection or relationship with the Debtor.

THE SALE DATE:

The sale shall take place, subject to Bankruptcy Court approval, on or after December 15, 2017. The Proposed Buyers have paid a deposit in the sum of \$46,500.00. The terms of the proposed sale are more particularly described in the *Motion to Sell Real Estate Free and Clear of Liens, Claims and Encumbrances* (hereinafter the "Motion to Sell") and the Purchase and Sale Agreement, filed with the Court on November 22, 2017. Copies of the Motion to Sell and the Purchase and Sale Agreement are available upon request from the undersigned.

SALE FREE AND CLEAR OF LIENS:

The Property will be sold free and clear of all liens, claims and encumbrances. Any perfected, enforceable and valid liens shall attach to the proceeds of the sale according to priorities established under applicable law.

COUNTEROFFERS OR OBJECTIONS:

Any objections to the sale and/or higher offers shall be filed in writing with the Clerk, United States Bankruptcy Court at the John W. McCormack Post Office and Court House, 5 Post Office Square, Suite 1150, Boston, Massachusetts 02109 on or before December 15, 2017 at 4:30 pm ("Objection Deadline"). A copy of any objection or higher offer also shall be served upon the undersigned. Any objection to the sale must state with particularity the grounds for the objection, and why the intended sale should not be authorized.

Through this Notice, higher offers for the Property are hereby solicited. Any higher offer must be accompanied by a cash deposit of \$46,500 in the form of a certified or bank check made

payable to the undersigned. Higher offers must be on the same terms and conditions provided in the Purchase and Sale Agreement, other than the purchase price. Higher offers must exceed the proposed purchase price of \$930,000 by no less than five percent (5%).

HEARING:

A hearing on the Motion to Sell, Objections or Higher Offers is scheduled to take place on December 19, 2017 at 10:45 a.m. before the Honorable Joan N. Feeney, United States Bankruptcy Court, Courtroom 1, 12th Floor, 5 Post Office Square, Boston, Massachusetts 02109. Any party who has filed an objection or higher offer is expected to be present at the hearing, failing which the objection will be overruled or the higher offer stricken. If no objection to the Motion to Sell or higher offer is timely filed, the Bankruptcy Court may, in its discretion, cancel the scheduled hearing and approve the sale without hearing.

At the hearing on the sale the Court may: 1) consider any requests to strike a higher offer; 2) determine further terms and conditions of the sale; 3) determine the requirements for further competitive bidding; and 4) require one or more rounds of sealed or open bids from the original offeror and any other qualifying offeror.

DEPOSIT:

The deposit will be forfeited to the estate if the successful purchaser fails to complete the sale by the date ordered by the Court. If the sale is not completed by the buyer approved by the Court, the Court, without further hearing, may approve the sale of the Property to the next highest bidder.

Any questions concerning the intended sale shall be addressed to the undersigned.

Respectfully submitted,
LB Ventues, LLC
By its attorney,

Dated: November 22, 2017

/s/ Nina M. Parker
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