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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
(SAN FRANCISCO DIVISION)

MTGLQ INVESTORS, L.P., A Delaware  
Limited Partnership  
  
Plaintiff,  
  
v.  
  
ALAMEDA CHEMICAL & SCIENTIFIC,  
INC., A CALIFORNIA CORPORATION;  
ALAMEDA CHEMICAL & SCIENTIFIC OF  
ARIZONA, INC., A CALIFORNIA  
CORPORATION; ALAMEDA CHEMICAL &  
SCIENTIFIC OF IDAHO, INC., A  
CALIFORNIA CORPORATION; ALAMEDA  
CHEMICAL & SCIENTIFIC OF SOUTHERN  
CALIFORNIA, INC., A CALIFORNIA  
CORPORATION; HIGH TECHNOLOGY  
PACKAGING, INC., A CALIFORNIA  
CORPORATION; MILLER LAND, CATTLE  
& WINE #2 LIMITED LIABILITY  
COMPANY, A CALIFORNIA LIMITED  
LIABILITY COMPANY; MILLER LAND,  
CATTLE & WINE #3 LIMITED LIABILITY  
COMPANY, A CALIFORNIA LIMITED  
LIABILITY COMPANY; MILLER LAND,  
CATTLE & WINE #4 LIMITED LIABILITY  
COMPANY, A CALIFORNIA LIMITED  
LIABILITY COMPANY; RONALD F.  
MILLER, INDIVIDUALLY; and L. ELAINE  
MILLER, INDIVIDUALLY,  
  
Defendants.

Case No. 09-04270 EDL

**ORDER AUTHORIZING THE SALE OF  
CERTAIN PROPERTY OF THE  
RECEIVERSHIP ESTATE AND  
APPROVING A CERTAIN ASSET SALE  
AGREEMENT ENTERED INTO BY THE  
RECEIVER**

1 On January 18, 2011, Kyle Everett (“Receiver”), the receiver in the above-entitled action,  
2 petitioned this Court for an order (1) authorizing the sale of the Sale Assets described below and  
3 (2) approving the terms of that certain Purchase and Sale Agreement relating to the sale of  
4 property located at 7071 W. Frye Road, Chandler, Arizona.

5 Appearances at the hearing are as noted in the record. Having considered the Motion and  
6 all related and supplemental pleadings, any opposition thereto, and the arguments of counsel,

7 **THE COURT FINDS THAT:**

8 A. Notice of the Motion was proper and adequate.

9 B. The Buyer described below has acted in good faith and is entitled to the protections  
10 of 28 U.S.C. §§ 2001 and 2004.

11 Based on the foregoing and the findings and conclusions stated orally in the record, and  
12 good cause appearing therefore,

13 **IT IS HEREBY ORDERED THAT:**

14 1. The Notice of the Motion and the hearing thereon, including, but not limited to, the  
15 Receiver's publication of the notice, is approved as proper and adequate under the circumstances.

16 **SALE OF ASSETS APPROVED:**

17 2. The Motion is granted and the assets to be sold are that certain real property located  
18 at 7071 W. Frye Road, Chandler, Arizona, together with the buildings and improvements located  
19 thereon and the rights and appurtenances pertaining thereto and all personal property including  
20 machinery, equipment, fixtures, furniture, vehicles and other personal property, if any, located  
21 thereon and owned by the corporate defendants (collectively, the “Chandler Facility”).

22 3. The Receiver is authorized to sell the Chandler Facility to ArmorWorks  
23 Enterprises, LLC (“Armor”) pursuant to the terms of the Purchase and Sale Agreement and Joint  
24 Escrow Instructions (the “Chandler PSA”) entered into by and between Armor and the Receiver  
25 dated October 25, 2010. The terms of the Chandler PSA are hereby approved.

26 4. The Receiver may assent to non-material changes to the Chandler PSA without  
27 further order of the Court. In addition, the Receiver is authorized to sign, on behalf of the  
28 Corporate Defendants (as that term is defined in the Sale Motion) any amendments to the

1 Chandler PSA that may be necessary to ensure that the title holder to the personal property  
2 covered by the Chandler PSA is a party to it.

3 5. Terms not otherwise defined in this Order shall have the meanings ascribed to them  
4 in the Chandler PSA.

5 **SALE PROCEDURE APPROVED:**

6 6. The Receiver is authorized to sell the Chandler Facility through a private sale  
7 pursuant to 28 U.S.C. § 2001(b).

8 7. The Court finds that the proposed sale complies with 28 U.S.C. § 2001(b)

9 8. The Chandler Facility is to be sold “as is” with the Receiver making no  
10 representations or warranties, express or implied, at law or in equity, with respect to the title,  
11 condition of assets, value of assets, or any other representations or warranties other than those  
12 contained in the Chandler PSA.

13 9. The Chandler Facility shall be deemed sold free and clear of liens, with the liens, if  
14 any, attaching to the proceeds of the sale.

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16 Dated: \_January 18, 2011

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20 ELIZABETH D. LAPORTE  
21 UNITED STATES MAGISTRATE JUDGE  
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