

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number Milbank, Tweed Hadley & McCloy LLP 601 S. Figueroa Street, 30th Floor Los Angeles, CA 90017 Tel: (213) 892-4000; FAX: (213) 629-5063 Attn: Haig M. Maghakian	FOR COURT USE ONLY FILED 04 APR -7 AM 1:15 CLERK, U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
In re: ILLUMINATIONS.COM, INC. <p style="text-align: center;">Debtor(s).</p>	CASE NO.: LA 04-10427-SB DEPUTY

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 4/26/04	Time: 10:00 a.m. (see attached Sale Procedures)
Location: Courtroom 1575, Edward R. Roybal Federal Building, 255 E. Temple St., Los Angeles, CA 90017	

Type of Sale: Public Private Last date to file objections: 4/13/04

Description of Property to be Sold: The Debtor has filed a motion (the "Sale Motion") seeking authority for the free and clear sale of all or substantially all of its assets (the "Proposed Sale"). The Sale Procedures approved by the Court allow bidders to bid on all or a portion of the Debtor's assets. The specific assets that will be subject to the Proposed Sale will be determined once the "highest and best bid" is selected and the Court approves the Proposed Sale.

Terms and Conditions of Sale: The terms and conditions of the Proposed Sale are set forth in a Form Asset Purchase Agreement that is attached hereto as Exhibit B. These terms and conditions are subject to change based on which bid is determined to be the "highest and best" and approved by the Court (see Sale Procedures attached hereto as Exhibit A). The final terms and conditions of the Proposed Sale will be reviewed by the Court.

Proposed Sale Price: There currently is no proposed sale price.

Overbid Procedure (If Any): The bidding procedures, including the procedures for conducting an auction, are set forth in the Sale Procedures approved by the Court on April 2, 2004, a copy of which is attached hereto as Exhibit A.

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

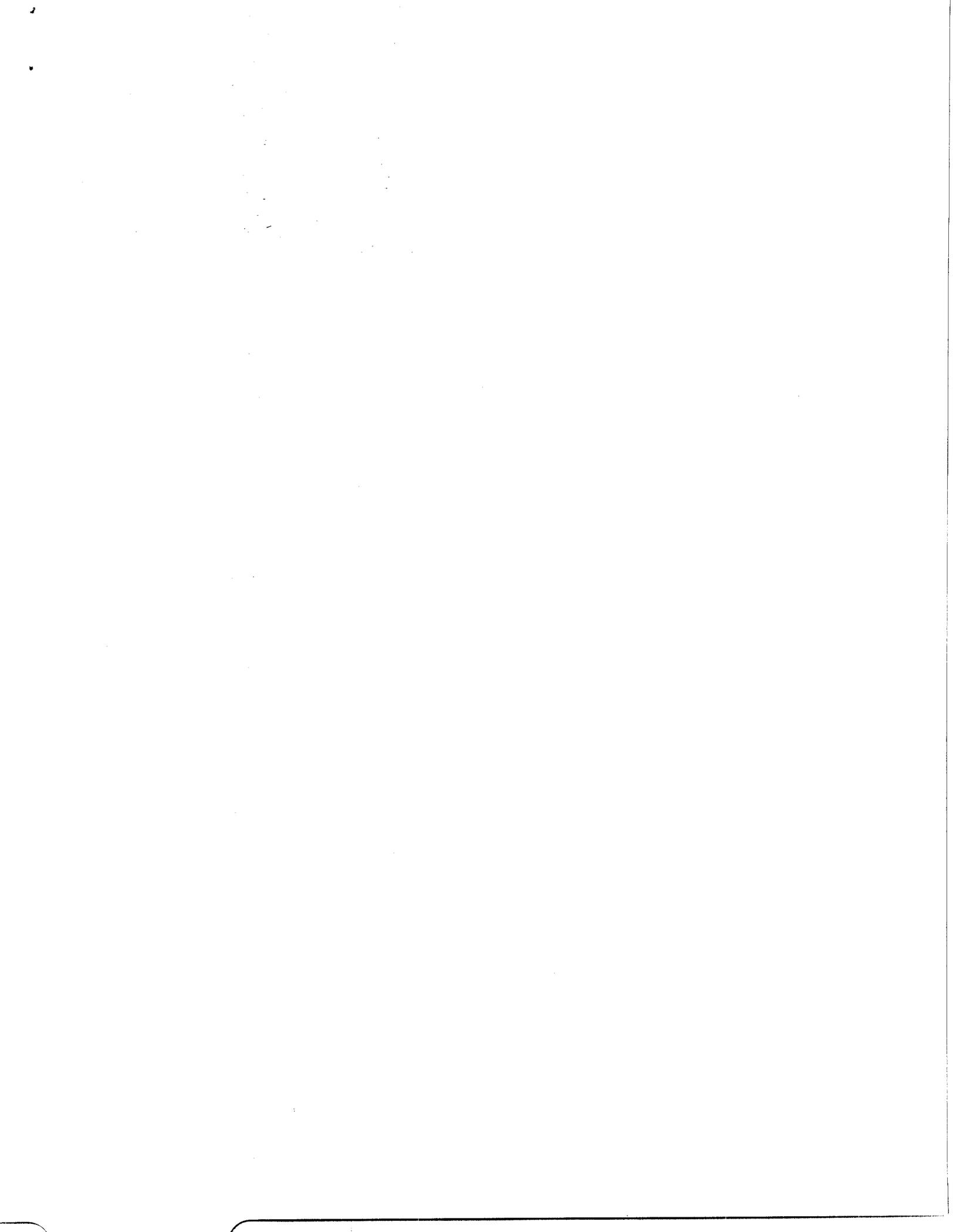
Contact Person for Potential Bidders (include name, address, telephone, fax and/or e:mail address):

Mark Velarde - Catalyst, LLC
 1601 N. Sepulveda Blvd., Suite 398
 Manhattan Beach, CA 90266
 Telephone: (310) 200-8354; FAX: (310) 496-1953
 E-mail: MV@ctlst.com

Date: 4/6/04

CLERK, U.S. BANKRUPTCY COURT
 CENTRAL DISTRICT OF CALIFORNIA
 04 APR -6 PM 3:11
 DEPUTY

"FILED"



ILLUMINATIONS.COM, INC.

PROPOSED SALE PROCEDURES

Illuminations.com, Inc., debtor in possession (the "Debtor" or the "Company"), is soliciting bids for the purchase of all or substantially all of its assets (the "Acquired Assets") free and clear of any liens, claims or encumbrances pursuant to a sale transaction (the "Proposed Sale") to be approved by the Bankruptcy Court presiding over the Company's pending chapter 11 case. The following procedures are applicable in connection with: (a) the solicitation, submission and consideration of such bids; and (b) if an acceptable bid is received, the Company's request that the Bankruptcy Court approve the "highest and best" proposal that emerges from that process:

1. The terms and conditions of the Proposed Sale shall be contained in an asset purchase agreement substantially in the form to be provided by the Debtor to potential bidders (the "Form APA"), with only such changes as are acceptable to the Debtor and approved by the Bankruptcy Court; provided, however, that the Debtor may consider offers from Qualified Bidders for less than all of the assets proposed to be sold under the Form APA or other form of agreement as long as such offers otherwise qualify as Qualified Bids under paragraph 6 below. If the Debtor receives an offer or offers for less than all of its assets, the Debtor reserves the right to seek approval of combinations of offers for various portions of assets. The Debtor also reserves the right not to proceed with a sale if it does not receive a bid or combination of bids that it deems, in its business judgment, to be acceptable.

2. The Debtor will file and serve a motion for an order seeking authorization of the Proposed Sale by April 2, 2004 (the "Sale Motion"). A copy of the Form APA will be attached to the Sale Motion. The Sale Motion will also contain an exhibit setting forth the Debtor's estimate of cure amounts under all of its executory contract and unexpired leases. Any party to any of the designated contracts and leases shall have until April 13, 2004 to file and to serve an objection to the Debtor's proposed assumption and assignment and to the proposed cure amount. Any such objection must be supported by either a declaration that complies with any applicable evidentiary rules or business records of the objecting party stating the amount the objecting party alleges is necessary to "cure" the contract(s) or lease(s). If no such objection is filed, the party shall be deemed to have consented to the assumption and assignment and shall be barred from contesting the cure amount proposed by the Debtor. Pursuant to paragraph 11 below, such party may, however, raise any objections to the proposed assumption and assignment based upon the identity of the assignee and the Debtor's ability to provide "adequate assurance of future performance" in accordance with the requirements of Bankruptcy Code section 365 prior to or at the hearing on the Sale Motion; provided, however, that if no such objection is raised prior to or at the hearing on the Sale Motion, such party shall be forever barred from asserting any such objection to the Debtor's assumption and assignment of such contract or lease.

3. The hearing on the Sale Motion (the "Sale Hearing") will be held on April 26, 2004, before the Honorable Samuel L. Bufford, United States Bankruptcy Judge, at

Courtroom 1575, Edward R. Roybal Federal Building, 255 East Temple Street, Los Angeles, California, after the Court has conducted, if necessary, the Auction (as defined below).

4. The Debtor will provide notice of the sale procedures, the Bid Deadline and the time and date of the Auction to all parties identified by the Debtor, its secured creditors or the Official Unsecured Creditors' Committee as potential bidders.

5. Any potential bidder (a "Potential Bidder") who executes a confidentiality agreement in form and substance satisfactory to the Debtor will be provided with a confidential information memorandum and permitted to conduct reasonable due diligence in connection with the Proposed Sale.

6. Any Potential Bidder who wishes to be deemed by the Debtor to be a "Qualified Bidder" must deliver to the Debtor: (i) audited financial statements for the past three years or such other form of financial information disclosure, preferably in electronic format, demonstrating the financial capability of the Potential Bidder to consummate the proposed transaction with the Debtor; and (ii) a deposit in an amount equal to 5% of the amount of such Potential Bidder's initial bid (or such other amount as may be acceptable to the Debtor in its discretion) in the form of a certified check from a U.S. bank reasonably acceptable to the Debtor or by wire transfer (at Potential Bidder's expense with receipt of funds confirmed) (the "Minimum Cash Deposit"), to be held in escrow by the Escrow Agent (as defined below) pending the outcome of the Sale Hearing.¹ In addition, each Potential Bidder should provide information sufficient to satisfy the "adequate assurance of future performance" requirement set forth in section 365 of the Bankruptcy Code in form and substance satisfactory to the Debtor. The Debtor recommends that each Potential Bidder consider providing the following information, preferably in electronic format, as proof of such "adequate assurance of future performance" in respect of any unexpired lease to be assumed and assigned to the Potential Bidder (the "Adequate Assurance Information"):

- a. The corporate or other legal name of the proposed assignee of the affected lease;
- b. The intended use of the premises by the proposed assignee;
- c. The proposed concept of the proposed assignee's business;
- d. The time necessary for any renovations prior to the re-opening of the premises;
- e. For any other store of the proposed assignee presently operating or proposed to be operated within 5 miles of each the premises, the trade name, concept, and location for any such store;

¹ Any Potential Bidder that makes a Minimum Cash Deposit but is not selected as the Winning Bidder shall receive a return of its Minimum Cash Deposit, with any interest earned thereon, within five (5) business days after the Sale Hearing.

- f. If the proposed assignee has no assets and/or operating history, and only to the extent the Potential Bidder desires the following information to be considered in determining adequate assurance of future performance under assigned leases and contracts, the identity(ies) of any guarantors, the issuer(s) of a letter or letters of credit and/or the provider(s) of other credit enhancement and, if applicable, financial information (as described in subparagraphs a through e above) for any guarantors; and
- g. The name, address, telephone and facsimile numbers for the individual(s) to whom notices must be sent pursuant to each lease

7. Unless otherwise agreed to by the Debtor, the required financial information and Minimum Cash Deposit must be provided no later than the Bid Deadline set forth in paragraph 9 below.

8. A Potential Bidder that satisfies the foregoing requirements and that is determined to be reasonably likely (based on availability of cash or financing, experience and other considerations) to be able to consummate timely a purchase of the assets proposed to be acquired if selected as the Winning Bidder shall be considered a qualified bidder ("Qualified Bidder").

9. Any Potential Bidder that desires to make a bid for the Acquired Assets, any portion thereof or any additional assets, shall deliver a copy of its initial bid in writing not later than 5:00 p.m. (PDT) on April 21, 2004 (the "Bid Deadline") to the Debtor as follows:

Illuminations.com, Inc.
1995 South McDowell Blvd.
Petaluma, CA 94954
Fax No.: 707-776-3454
Attn: Mark Velarde, Chief Restructuring Officer
Blair Lambert, Chief Financial Officer

With a copy to:

Reorganization Counsel for the Debtor
Milbank, Tweed, Hadley & McCloy LLP
601 S. Figueroa Street, 30th Floor
Los Angeles, CA 90017
Fax No.: 213-629-5063
Attn: Gregory Bray/Thomas Kreller

10. To be deemed a "Qualified Bid," a bid must be submitted timely and:
- (i) include a fully executed copy of the Form APA or such other documentation proposed by the bidder, along with a copy marked to show any changes to the Form APA proposed by the bidder;
 - (ii) include a letter providing that such bid is irrevocable until three business days following the

Sale Hearing, and if accepted by the Debtor prior thereto, fully irrevocable; (iii) include the financial information set forth in paragraph 6 above; and (iv) not be conditioned on any contingency including, without limitation, financing or the outcome of unperformed due diligence by the Qualified Bidder; provided, however, that the Debtor, in its discretion, may consider a bid to be a Qualified Bid notwithstanding the inclusion of contingencies if the Debtor concludes that any such contingencies will not give rise to a material risk that the bidder will be unable to timely consummate its proposed transaction if selected as the Winning Bidder (as defined below) and the bid may be conditioned upon the Bankruptcy Court's approval of the bid and assumption and assignment of any contracts or leases proposed in such bid.

11. At the time a Potential Bidder submits its initial bid, the Potential Bidder will be required to designate those executory contracts and/or unexpired leases, copies of all of which are available for inspection in the Debtor's data room, that it does not want the Debtor to assume and assign to it.² As soon as practicable, the Debtor shall promptly notify the parties to each such executory contract and/or unexpired lease of the identity of any proposed assignee. Any party to any such contract or lease may object to such proposed assumption and assignment on the basis of lack of "adequate assurance of future performance", and the Court will consider such objections at the Sale Hearing. If such party does not raise an objection to proposed assumption and assignment for lack of "adequate assurance of future performance" prior to or at the Sale Hearing, such party shall forever be barred from asserting any objection to the Debtor's assumption and assignment of said contract. The procedures set forth in this paragraph do not apply to any objections to the cure amounts for executory contracts or unexpired leases. Any such objections to the cure amounts are governed by the procedures set forth in paragraph 2 above.

12. If more than one Qualified Bid is timely and properly submitted, the Debtor may conduct an auction (the "Auction") to determine the highest or otherwise best bid, as determined by the Debtor in its discretion and subsequently approved by the Court (the "Winning Bidder" and the "Winning Bid", respectively). If the Debtor chooses to proceed with the auction process, the Auction shall occur on April 26, 2004, commencing at 10:00 a.m. Pacific time, before the Honorable Samuel L. Bufford, United States Bankruptcy Judge, at Courtroom 1575, Edward R. Roybal Federal Building, 255 East Temple Street, Los Angeles, California. Once the Auction has begun, the Debtor shall be required to support the sale of the assets of the company through the auction process to the Winning Bidder. If only one Qualified Bid is received and that Qualified Bid is acceptable to the Debtor, that bid shall be deemed to be the Winning Bid and the Debtor will proceed to seek the Bankruptcy Court's approval of the Proposed Sale to the Winning Bidder without the need for any Auction. The Bankruptcy Court will consider any objections to the Proposed Sale at the Sale Hearing, including, but not limited to, which bid is the highest and best, whether assets can be sold free and clear of liens if the secured creditor objects, and claims by any party to executory contracts or unexpired leases proposed to be assumed and assigned of lack of "adequate assurance of future performance" by the proposed assignee.

² A bidder's identification of contracts and leases to be assumed will be binding on that bidder and the Debtor only if the bid that it accompanies is the Winning Bid.

13. The Auction will be conducted before the Honorable Samuel L. Bufford, United States Bankruptcy Judge, at Courtroom 1575, Edward R. Roybal Federal Building, 255 East Temple Street, Los Angeles, California on April 26, 2004 at 10:00 a.m. All Qualified Bidders shall be eligible to participate in the Auction. At the beginning of the Auction, the Debtor will announce which Qualified Bidder (or Qualified Bidders) has (or have) submitted the highest or otherwise best Qualified Bid (the "Best Prior Qualified Bid"). All Qualified Bidders then will be permitted to submit increased bids. Any increased bid made by a Qualified Bidder must be a Qualified Bid in an amount, when considered in conjunction with any other pertinent bids and the value of any other assets of the Debtor, has a value in an amount equal to at least \$100,000 greater than the value of the Best Prior Qualified Bid (the "Minimum Incremental Bid"); provided, however, that solely with respect to bids for less than substantially all of the Debtor's assets, the Minimal Incremental Bid may be in a reasonable amount less than \$100,000, which Minimal Incremental Bid may be set at the auction based upon existing bids and the value of the assets to which such bids apply.

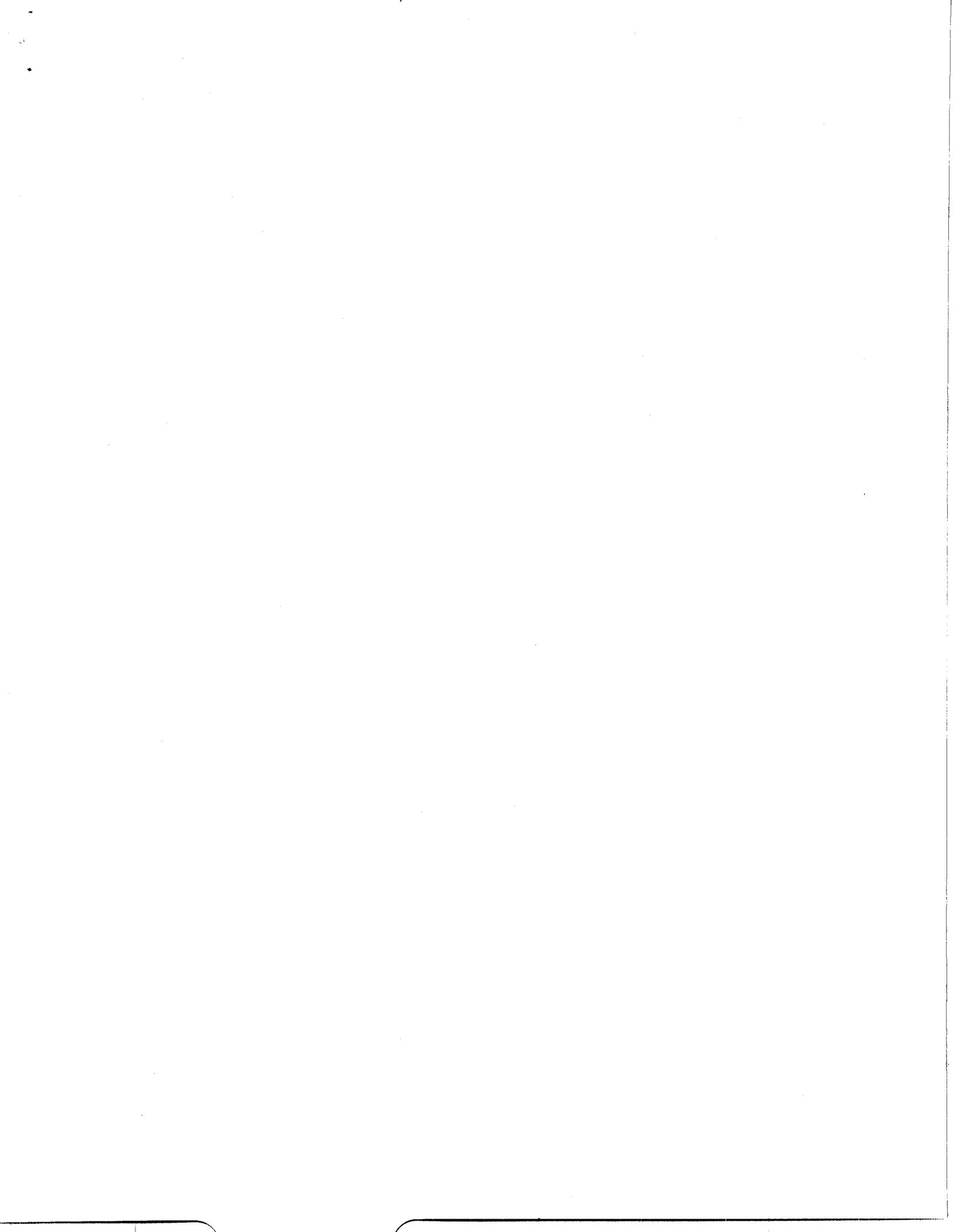
14. In considering which Qualified Bid to approve as the Winning Bid, the Debtor and the Court shall consider the value of the bid, based on the Debtor's business judgment, considering such factors as the net proceeds to be realized by the estate and the estimated value of the assets, if any, to be retained by the Debtor if the transactions contemplated in the Winning Bid are consummated, any risk and/or costs to the estate of delay interposed by the need for any regulatory filings or approvals or for any other reason, and any other factor relevant to a potential purchaser's ability to consummate a transaction in a timely fashion.

15. Following the Auction, counsel for the Debtor shall announce which, if any, party has been (or which parties have been) determined to be the Winning Bidder and shall also announce which party was (or which parties were) the next highest bid to the Winning Bidder, in each case subject to the Bankruptcy Court's approval (the "Alternate Winning Bidder"). By participating at the Auction, a Qualified Bidder shall be obligated to execute a new Form APA or other form of definitive documentation acceptable to the Debtor.

16. At the Sale Hearing, the Debtor shall seek approval of the sale of the Acquired Assets to the Winning Bidder in accordance with the Form APA or other form of definitive documentation acceptable to the Debtor executed by the Winning Bidder.

17. An escrow agent selected by the Debtor (the "Escrow Agent") shall hold all Minimum Cash Deposits paid by the Winning Bidder in escrow until approval of the Proposed Sale by the Court and the closing thereof. Unless otherwise agreed by the parties and approved by the Court, a Minimum Cash Deposit will be returned to a Winning Bidder only if the Proposed Sale to the Winning Bidder does not close for a reason other than the Winning Bidder's breach of any material obligation under the Form APA or other form of definitive documentation acceptable to the Debtor executed by the Winning Bidder. Except as otherwise provided by order of this Court, in the event the Debtor is unable for any reason to consummate a Proposed Sale to a Winning Bidder or to execute and deliver any and all closing documents, the Debtor's sole liability to such Winning Bidder shall be limited to the return to such Winning Bidder of its Minimum Cash Deposit.

18. All bidders shall be deemed to acknowledge that they have had an opportunity to review the assets that are the subject of their bids and the documents relating thereto prior to making offers, and that they rely solely upon their own independent reviews, investigations and inspections of the documents and the Debtor's assets in making offers.



ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into as of this [] day of April, 2004, by and between [], a [] ("Buyer"), and Illuminations.com, Inc., a Delaware corporation, ("Seller") as debtor and debtor-in-possession in the Case, as hereinafter defined.

RECITALS

- A. Seller is a multi-channel retailer of candles, candle accessories, home décor and gifts, which Seller sells through its retail stores, its sales website and its mail and phone order catalog business (collectively, the "Business").
- B. Seller wishes to sell, transfer and assign to Buyer substantially all the assets it uses in connection with the Business at the price and on the other terms and conditions specified in detail below and Buyer wishes to so purchase and acquire such assets from Seller.
- C. Seller has commenced case number LA 04-10427-SB (the "Case") under chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court"). The parties hereto contemplate that Buyer's purchase of substantially all of Seller's assets hereunder will occur pursuant to an order of the Bankruptcy Court authorizing Seller to consummate this Agreement and all transactions required or contemplated hereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Transfer of Assets.

1.1 Purchase and Sale of Assets. On the Closing Date, as hereinafter defined, in consideration of the covenants, representations and obligations of Buyer hereunder, and subject to the conditions hereinafter set forth, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and accept from Seller, all of Seller's right, title and interest as of the Closing Date in and to the following assets, wherever located (collectively, the "Property"):

1.1.1 Leases and Contracts. Seller's right, title and interest (i) as lessee under those real property leases described on **Exhibit "A-1"** to this Agreement (collectively, the "Real Property Leases"), (ii) as lessee under those equipment, personal property and intangible property leases, rental agreements, licenses, contracts, agreements and similar, arrangements described on **Exhibit "A-2"** to this Agreement (collectively, the "Other Leases"), and (iii) as a party to those other contracts, orders, purchase orders, licenses, contracts, agreements and similar arrangements described on **Exhibit "A-3"** (collectively, the "Other Contracts" and together with the Other Leases, the "Other Leases and Contracts").

1.1.2 Improvements. Any improvements (collectively, the "Improvements") located on the real property (collectively, the "Real Property") occupied and owned by Seller under the Real Property Leases.

1.1.3 Personal Property. All of those items of equipment and tangible personal property owned by Seller and listed in **Exhibit "B"** attached to this Agreement and any other tangible personal property acquired by Seller after the date hereof but prior to the Closing Date exclusively in connection with the Business (collectively, the "Personal Property"). As used in this Agreement, the Personal Property shall not include the Inventory.

1.1.4 Intangible Property. All intangible personal property owned or held by Seller and used exclusively in connection with the Business, in all cases only to the extent transferable, together with all books, records and like items pertaining exclusively to the Business (collectively, the "Intangible Property"), including, without limitation, the items identified on **Exhibit "C"** hereto. As used in this Agreement, Intangible Property shall in all events exclude (i) any materials containing privileged communications or information about employee, disclosure of which would violate an employee's reasonable expectation of privacy, and any other materials which are subject to attorney-client, attorney work product, or any other privilege, and (ii) Seller's corporate minute books, stock transfer books, corporate seal of Seller and any other books and records relating to its organization and existence, the Case and the Excluded Assets.

1.1.5 Inventory. All supplies, goods, materials, work in process, inventory and stock in trade owned by Seller exclusively for use or sale in the ordinary course of the Business (collectively, the "Inventory").

1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the Property shall not include (i) all cash, including checks received prior to the close of business on the Closing Date, whether or not deposited or cleared prior to the close of business on the Closing Date, commercial paper, certificates of deposit and other bank deposits, register cash, petty cash, cash equivalents, accounts receivable arising out of the operation of the Business prior to the Closing Date, payment intangibles and all causes of action relating or pertaining to the foregoing (collectively, the "Receivables"); (ii) Inventory transferred, used or sold by Seller in the ordinary course of the Business or sold out of its retail stores prior to the Closing Date; (iii) any lease, rental agreement, contract, agreement, license or similar arrangement not described on **Exhibits "A-1", "A-2", or "A-3"**; (iv) any right, property or asset listed on **Exhibit "D"** hereto; (v) all preference or avoidance claims and actions of Seller, including, without limitation, any such claims and actions arising under Sections 544, 547, 548, 549, 550, 551, 552 and 553 of the United States Bankruptcy Code; (vi) Seller's rights under this Agreement and all cash and non-cash consideration payable or deliverable to Seller pursuant to the terms and provisions hereof; (vii) insurance proceeds, claims and causes of action with respect to or arising in connection with (A) any lease or contract which is not assigned to Buyer at the Closing, or (B) any item of tangible or intangible property not acquired by Buyer at the Closing, (viii) life insurance policies of officers and other employers of Seller and all other insurance policies relating to the operation of the Business, (ix) any rights (including indemnification) and claims and recoveries under litigation of Seller against third parties arising out of or relating to events prior to the Closing Date, (x) all employee benefit plans, employment agreements and similar arrangements (written or oral) maintained by Seller relating to employee health, welfare and benefits with respect to any employee of Seller, (xi) all shares of capital stock of Seller, (xii) all right, title and interest in the plant, property and equipment of Seller located at the Kentucky distribution center, (xiii) all of Seller's right, title and interest in the "Illume"

trademark and (xiv) any claim right, or interest of Seller in or any refund, rebate, abatement or other recovery or credits for all taxes of any kind, including, without limitation, all federal, state, local or foreign income, payroll, employee withholding, unemployment insurance, social security, use, franchise, workers' compensation or other tax of the same or of a similar nature, together with any interest due thereon or penalty rebate arising therefrom.

1.3 Instruments of Transfer. The sale, assignment, transfer, conveyance and delivery of the Property to Buyer and the assumption of liabilities provided herein by Buyer shall be made by assignments, bills of sale, and other instruments of assignment, transfer and conveyance provided for in Section 3 below and such other instruments as may reasonably be requested by Buyer or Seller. None of the foregoing documents shall increase in any material way the obligations imposed by this Agreement upon Seller or Buyer.

2. Consideration.

2.1 Purchase Price.

2.1.1 The consideration to be paid by Buyer to Seller for the Property (the "Purchase Price") shall be [_____].

2.1.2 Prior to the mutual execution and delivery of this Agreement (the date of such mutual execution and delivery is sometimes referred to herein as the "Execution Date"), Buyer shall have deposited into escrow (the "Escrow") with an escrow agent or company (the "Escrow Holder") designated by Seller in cash an amount equal to \$[_____] (the "Deposit"). The Deposit shall become nonrefundable upon the earlier of (x) the approval of Buyer as the approved Buyer at the hearing on the Sale Motion (as defined in Section 8.3 below), or (y) the termination of the transaction contemplated by this Agreement by reason of Buyer's default (a "Buyer Default Termination"). At the Closing, the Deposit (and any interest accrued thereon) shall be delivered to Seller and credited toward payment of the Purchase Price in the manner specified in Section 2.1.3 below. In the event the Deposit becomes non-refundable by reason of a Buyer Default Termination, Escrow Holder shall immediately disburse the Deposit and all interest accrued thereon to Seller to be retained by Seller for its own account. The foregoing shall not be deemed to limit in any respect any remedies under law or equity to which Seller may be entitled in respect of any breach of this Agreement by Buyer. If the transactions contemplated herein terminate by reason of (A) Seller's material default hereunder, (B) the failure of a condition to Buyer's obligation to purchase the Property, or (C) Seller shall have accepted or selected and the Bankruptcy Court shall have approved the bid or bids of any person or persons other than Buyer or any of its affiliates to purchase all or a significant portion of the business and assets of Seller, the Escrow Holder shall return to Buyer the Deposit (together with all interest thereon). The Escrow Holder's escrow fees and charges shall be paid by Buyer.

2.1.3 On the Closing Date, Buyer shall (i) pay and deliver to Seller, by wire transfer, the Purchase Price less the Deposit (and interest accrued thereon) and (ii) instruct the Escrow Holder to deliver the Deposit (and any interest accrued thereon) to Seller on the Closing Date, by wire transfer.

2.2 Assumed Liabilities. Buyer shall, effective as of the Closing Date, assume and perform all liabilities and obligations (i) accruing under the Real Property Leases and under the Other Leases and Contracts on or after the Closing Date or otherwise accruing or required to be performed with respect to any of the Property on or after the Closing Date; provided, that Buyer shall pay all cure amounts (collectively, the "Cure Obligations") owing under any of the Real Property Leases and Other Leases and Contracts as of the Closing Date which the Bankruptcy Court may order to be paid as a condition to Buyer's assumption and assignment of any Real Property Lease or Other Leases or Contracts and (ii) all obligations of Seller for replacement of, or refund for, damaged, defective or returned goods, to the extent such goods are subject to full return privileges for the supplier thereof. Buyer shall indemnify, defend (with counsel reasonably satisfactory to Seller), protect, and save and hold Seller harmless from and against any and all claims or demands asserted by any person or entity in connection with the liabilities and obligations assumed by Buyer pursuant to this Section 2.2. Other than liabilities and obligations of Seller expressly assumed by Buyer hereunder, Buyer is not assuming and shall not be liable for any liabilities or obligations of Seller.

3. Closing Transactions.

3.1 Closing. The Closing of the transactions provided for herein (the "Closing") shall take place at the offices of Milbank, Tweed, Hadley & McCloy LLP, 601 South Figueroa Street, 30th Floor, Los Angeles, California 90017.

3.2 Closing Date. The Closing shall be held as promptly as practicable following the satisfaction or waiver of each of the conditions set forth in Sections 4.1 and 4.2 hereof but in no event later than _____, 2004 (the "the "Closing Date"). However, the parties may mutually agree to an extended Closing Date. Until this Agreement is either terminated or the parties have agreed upon an extended Closing Date, the parties shall diligently continue to work to satisfy all conditions to Closing.

3.3 Seller's Deliveries to Buyer at Closing. On the Closing Date, subject to satisfaction of the conditions precedent set forth in Section 4.1, Seller shall make the following deliveries to Buyer:

3.3.1 An Assignment and Assumption Agreement substantially in the form attached hereto as **Exhibit "E"**, duly executed by Seller, pursuant to which Seller assigns the Real Property Leases and the Other Leases and Contracts (the "Assignment Agreement").

3.3.2 A bill of sale, duly executed by Seller, in the form attached hereto as **Exhibit "F"**, pursuant to which Seller transfers the Property other than the Real Property Leases and the Other Leases and Contracts to Buyer (the "Bill of Sale").

3.4 Buyer's Deliveries to Seller at Closing. On the Closing Date, subject to satisfaction of the conditions precedent set forth in Section 4.2, Buyer shall make or cause to be made the following deliveries to Seller:

3.4.1 That portion of the Purchase Price to be delivered by Buyer directly to Seller at the Closing in accordance with Section 2.1.3 (and Buyer shall cause Escrow Holder to deliver the Deposit and accrued interest thereon to Seller in accordance with Section 2.1.3)

3.4.2 The Assignment Agreement, duly executed by Buyer.

3.5 Prorations. Rent, current taxes and other items of expense (including, without limitation, any prepaid insurance under the Real Property Leases or Other Leases and Contracts, or any of them, but excluding Cure Obligations) and income relating to or attributable to the Business and/or the Real Property Leases or the Other Leases and Contracts shall be prorated between Seller and Buyer as of the Closing Date. All such obligations due in respect of periods prior to the Closing Date shall be paid in full or otherwise satisfied by Seller, and all obligations due in respect of periods on and after the Closing Date shall be paid in full or otherwise satisfied by Buyer. Rent shall be prorated on the basis of a thirty (30) day month. Buyer shall pay to Seller in cash on the Closing Date the amount of any security or similar deposits theretofore made by or on behalf of Seller with the landlords or other contracting parties under the Real Property Leases and the Other Leases and Contracts and the amount of any other deposits made by or on behalf of Seller relating to the Real Property or the property to which the Other Leases and Contracts relate.

3.6 Sales, Use and Other Taxes. Any sales, use, purchase, transfer, fixed asset, stamp, documentary stamp, use or other taxes which may be payable by reason of the sale of the Property under this Agreement or the transactions contemplated herein shall be borne and timely paid by Buyer, and Buyer shall indemnify, defend (with counsel reasonably satisfactory to Seller), protect, and save and hold Seller harmless from and against any and all claims, charges, interest or penalties assessed, imposed or asserted in relation to any such taxes.

3.7 Possession. Right to possession of the Property shall transfer to Buyer on the Closing Date. Seller shall transfer and deliver to Buyer on the Closing Date such keys, lock and safe combinations and other similar items as Buyer shall require to obtain immediate and full occupation and control of the Property, and shall also make available to Buyer at Seller's then existing locations all documents in Seller's possession that are required to be transferred to Buyer by this Agreement.

4. Conditions Precedent to Closing.

4.1 Conditions to Seller's Obligations. Seller's obligation to make the deliveries of Seller set forth in Section 3 on the Closing Date shall be subject to the satisfaction or waiver by Seller of each of the following conditions:

4.1.1 All of the representations and warranties of Buyer contained in Section 6 shall continue to be true and correct as of the Closing Date in all material respects, all covenants and obligations to be performed by Buyer on or prior to the Closing Date shall have been performed in all material respects, and Buyer shall have certified the foregoing to Seller in writing.

4.1.2 Buyer shall have executed and delivered to Seller the Assignment Agreement and each other document reasonably requested by Seller pursuant to Section 1.3.

4.1.3 Seller shall have received the total Purchase Price.

4.1.4 Buyer shall have delivered to Seller appropriate evidence of all necessary corporate action by Buyer in connection with the transactions contemplated hereby, including, without limitation: (i) certified copies of resolutions duly adopted by Buyer's directors approving the transactions contemplated by this Agreement and authorizing the execution, delivery, and performance by Buyer of this Agreement; and (ii) a certificate as to the incumbency of officers of Buyer executing this Agreement and any instrument or other document delivered in connection with the transactions contemplated by this Agreement.

4.1.5 Seller shall have determined that it will not incur any liability under the Worker Adjustment and Retraining Notification Act in connection with the consummation of this transaction.

4.1.6 All applicable waiting periods relating to the Hart-Scott-Rodino Antitrust Improvements Act of 1976 shall have expired or been terminated and any proceedings that may have been filed or instituted thereunder shall have been satisfactorily concluded.

4.1.7 No action, suit or other proceedings shall be pending before any court, tribunal or governmental authority seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain substantial damages in respect thereof, or involving a claim that consummation thereof would result in the violation of any law, decree or regulation of any governmental authority having appropriate jurisdiction.

4.1.8 The Bankruptcy Court shall have entered the Approval Order as contemplated by and defined in Section 8.3 below, and the Approval Order shall not have been stayed as of the Closing Date.

4.2 Conditions to Buyer's Obligations. Buyer's obligation to make the deliveries of Buyer set forth in Section 3 on the Closing Date shall be subject to the satisfaction or waiver by Buyer of each of the following conditions:

4.2.1 All representations and warranties of Seller contained in Section 5 shall continue to be true and correct on the Closing Date in all material respects, all covenants and obligations to be performed by Seller on or prior to the Closing Date shall have been performed in all material respects, and Seller shall have certified the foregoing to Buyer in writing.

4.2.2 Seller shall have executed and delivered to Buyer the Assignment Agreement, the Bill of Sale, and each other document reasonably requested by Buyer pursuant to Section 1.3.

4.2.3 All applicable waiting periods relating to the Hart-Scott-Rodino Antitrust Improvements Act of 1976 shall have expired or been terminated and any proceedings that may have been filed or instituted thereunder shall have been satisfactorily concluded.

4.2.4 The Bankruptcy Court shall have entered the Approval Order in accordance with Section 8.3 below, and the Approval Order shall not have been stayed as of the Closing Date.

4.3 Termination. If any of the above conditions is neither satisfied nor waived on or before the Closing Date, then any party who is not then in default hereunder may terminate this Agreement by delivering to the other written notice of termination. Any waiver of a condition shall be effective only if such waiver is stated in writing and signed by the waiving party; provided, however, that the consent of a party to the Closing shall constitute a waiver by such party of any conditions to Closing not satisfied as of the Closing Date.

5. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer:

5.1 Validity of Agreement. Upon obtaining the Approval Order, this Agreement shall constitute the valid and binding obligation of Seller enforceable in accordance with its terms.

5.2 Organization, Standing and Power. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Subject to the applicable provisions of bankruptcy law, Seller has all requisite corporate power and authority to own, lease and operate its properties, to carry on its business as now being conducted and, subject to Seller's obtaining the Approval Order, to execute, deliver and perform this Agreement and all writings relating hereto.

5.3 No Conflicts or Violations. Upon obtaining the Approval Order, the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and the performance of, fulfillment of and compliance with the terms and conditions hereof by Seller do not and will not: (i) conflict with or result in a breach of the articles of incorporation or the by-laws of Seller; (ii) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any court or governmental authority; or (iii) violate or conflict with or constitute a default under any agreement, instrument or writing of any nature to which Seller is a party or by which Seller or its assets or properties may be bound.

6. Buyer's Representations and Warranties. Buyer hereby makes the following representations and warranties to Seller:

6.1 Validity of Agreement. All action on the part of Buyer necessary for the authorization, execution, delivery and performance of this Agreement by Buyer, including, but not limited to, the performance of Buyer's obligations hereunder, has been duly taken. This Agreement, when executed and delivered by Buyer, shall constitute the valid and binding obligation of Buyer enforceable in accordance with its terms.

6.2 Organization Standing and Power. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of [_____]. Buyer has all requisite corporate power and authority to own, lease and operate its properties, to carry on its business as now being conducted and to execute, deliver and perform this Agreement and all writings relating hereto.

6.3 No Conflicts or Violations. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and the performance of, fulfillment of and compliance with the terms and conditions hereof by Buyer do not and will not: (i) conflict with or result in a breach of the articles of incorporation or by-laws of Buyer; (ii.) violate any

statute, law, rule or regulation, or any order, writ, injunction or decree of any court or governmental authority; or (iii) violate or conflict with or constitute a default under any agreement, instrument or writing of any nature to which Buyer is a party or by which Buyer or its assets or properties may be bound.

6.4 Financing. Buyer has sufficient funds available to consummate the transactions contemplated hereby - THERE IS NO FINANCING CONTINGENCY WITH RESPECT TO THIS TRANSACTION.

7. "AS IS" Transaction. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 5 ABOVE, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE PROPERTY, THE PHYSICAL CONDITION OF ANY PERSONAL PROPERTY COMPRISING A PART OF THE PROPERTY OR WHICH IS THE SUBJECT OF ANY OTHER LEASE OR CONTRACT TO BE ASSUMED BY BUYER AT THE CLOSING, THE ENVIRONMENTAL CONDITION OR OTHER MATTERS RELATING TO THE PHYSICAL CONDITION OF ANY REAL PROPERTY OR IMPROVEMENTS WHICH ARE THE SUBJECT OF ANY REAL PROPERTY LEASE TO BE ASSUMED BY BUYER AT THE CLOSING, THE ZONING OF ANY SUCH REAL PROPERTY OR IMPROVEMENTS, THE VALUE OF THE PROPERTY (OR ANY PORTION THEREOF), THE TRANSFERABILITY OF PROPERTY, THE TERMS, AMOUNT, VALIDITY OR ENFORCEABILITY OF ANY ASSUMED LIABILITIES, THE TITLE OF THE PROPERTY (OR ANY PORTION THEREOF), THE MERCHANTABILITY OR FITNESS OF THE PERSONAL PROPERTY OR ANY OTHER PORTION OF THE PROPERTY FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE PROPERTY OR ANY PORTION THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED, OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PROPERTY. BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE PROPERTY AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE PROPERTY AS BUYER DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE PROPERTY, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 5, BUYER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, BUYER WILL ACCEPT THE PROPERTY AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

8. Access To Records And Conduct Prior to Closing; Bankruptcy Court Approval.

8.1 Access to Records and Properties of Seller. From and after the date of this Agreement until the Closing Date, Seller shall, upon reasonable advance notice, afford to Buyer's officers, independent public accountants, counsel, lenders, consultants and other representatives who shall be bound as "Representatives" under the confidentiality agreements

heretofore signed by Buyer, reasonable access during normal business hours to the Property and all records pertaining to the Property or the Business. Buyer, however, shall not be entitled to access any materials containing privileged communications or information about employees, disclosure of which might violate an employee's reasonable expectation of privacy. Buyer expressly acknowledges that nothing in this Section 8.1 is intended to give rise to any contingency or condition to Buyer's obligations to proceed with the transactions contemplated herein.

8.2 Operation of Seller's Business Pending Closing. Unless Buyer otherwise consents, during the period prior to the Closing Date, Seller shall operate the Business, subject to the orders and direction of the Bankruptcy Court, as currently operated and only in the ordinary course of the Business and, consistent with such operation, shall use commercially reasonable efforts to preserve intact the Business and its relationships with employees and persons having dealings with it.

8.3 Bankruptcy Court Approval. Seller has filed a motion with the Bankruptcy Court (the "Sale Motion") requesting entry of an order (the "Approval Order") which (i) approves the sale of the Property to an approved bidder (the "Approved Bidder") on terms and conditions acceptable to Seller and authorizes Seller to proceed with this transaction, (ii) includes a specific finding that the Approved Bidder is a good faith purchaser of the Property, (iii) states that the sale of the Property to the Approved Bidder shall be free and clear of all interests and encumbrances whatsoever (except as expressly provided in this Agreement), and (iii) approves Seller's assumption and assignment of the Real Property Leases and Other Leases and Contracts (collectively, the "Section 365 Contracts") pursuant to Section 365 of the United States Bankruptcy Code, subject to the Approved Bidders agreement to pay any cure amounts payable to the other parties to the Section 365 Contracts as a condition to such assumption and assignment. In no event shall the Approved Bidder have the right to terminate this transaction by reason of the failure to assign all of the Section 365 Contracts. Seller shall use reasonable efforts to obtain entry of the Approval Order. Both Approved Bidder and Seller's obligations to consummate the transactions contemplated in this Agreement shall be conditioned upon the Bankruptcy Court's entry of the Approval Order.

9. Miscellaneous.

9.1 Attorneys' Fees. In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

9.2 Reasonable Access to Records and Certain Personnel. So long as the Case is pending: (i) Buyer shall permit Seller, including, without limitation, the Chief Restructuring Officer of Seller and any of his staff members, Seller's counsel and other professionals employed in the Case reasonable access to the financial and other books and records relating to the Property or the Business (whether in documentary or data form) for the purpose of the continuing administration of the Case (including, without limitation, the pursuit of any

avoidance, preference or similar action), which access shall include (a) the right of such professionals to copy, at Seller's expense, such documents and records as they may request in furtherance of the purposes described above, and (b) Buyer's copying and delivering to Seller or its professionals such documents or records as they may request, but only to the extent Seller or its professionals furnishes Buyer with reasonably detailed written descriptions of the materials to be so copied and Seller reimburses Buyer for the reasonable costs and expenses thereof); and (ii) Buyer shall provide Seller and such professionals (at no cost to Seller) with reasonable access to the management of Seller during regular business hours to assist Seller in the continuing administration of the Case, provided that such access does not unreasonably interfere with Buyer's business operations.

9.3 Notices. Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing, or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing. Mailed notices shall be addressed as set forth below, but each party may change his address by written notice in accordance with this paragraph.

To Seller: [_____

Attn: _____]

With a copy to: [_____

Attn: _____]

To Buyer: [_____

Attn: _____]

With a copy to: [_____

Attn: _____]

9.4 Entire Agreement. This instrument and the documents to be executed pursuant hereto contain the entire agreement between the parties relating to the sale of the Property. Any oral representations or modifications concerning this Agreement or any such other document shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

9.5 Modification. This Agreement may be modified, amended or supplemented only by a written instrument duly executed by all the parties hereto.

9.6 Closing Date. All actions to be taken at the Closing pursuant to this Agreement shall be deemed to have occurred simultaneously, and no act, document or transaction shall be

deemed to have been taken, delivered or effected until all such actions, documents and transactions have been taken, delivered or effected,

9.7 Severability. Should any term, provision or paragraph of this Agreement be determined to be illegal or void or of no force and effect, the balance of the Agreement shall survive except that, if Buyer cannot acquire and Seller cannot sell substantially all of the Property, either party may terminate this Agreement, and it shall be of no further force and effect, unless both parties agree in writing to the contrary.

9.8 Captions. All captions and headings contained in this Agreement are for convenience of reference only and shall not be construed to limit or extend the terms or conditions of this Agreement.

9.9 Further Assurances. Each party hereto will execute, acknowledge and deliver any further assurance, documents and instruments reasonably requested by any other party hereto for the purpose of giving effect to the transactions contemplated herein or the intentions of the parties with respect thereto.

9.10 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

9.11 Brokerage Obligations. Seller and Buyer each represent and warrant to the other that such party has incurred no liability to any broker or agent with respect to the payment of any commission, fees or expenses regarding the consummation of the transaction contemplated hereby. It is agreed that any claims for commissions, fees or other compensation, including, without limitation, brokerage fees, finder's fees, or commissions are ever asserted against Buyer or Seller in connection with this transaction, all such claims shall be handled and paid by the party whose actions form the basis of such claim and such party shall indemnify, defend (with counsel reasonably satisfactory to the party entitled to indemnification), protect, and save and hold the other harmless from and against any and all such claims or demands asserted by any person, firm or corporation in connection with the transaction contemplated hereby.

9.12 Payment of Fees and Expenses. Except as provided in Sections 9.1 and 9.11, each party to this Agreement shall be responsible for, and shall pay, all of its own fees and expenses, including those of its counsel, incurred in the negotiation, preparation and consummation of the Agreement and the transactions contemplated hereby.

9.13 Survival. Except for covenants and agreements hereunder to be performed after the Closing Date, none of the respective representations, warranties, covenants and agreements of Seller and Buyer herein, or in any certificates or other documents delivered prior to or at the Closing, shall survive the Closing.

9.14 Assignments. This Agreement shall not be assigned by either party hereto without the prior written consent of the other party hereto.

9.15 Binding Effect. Subject to the provisions of Section 9.14 above, this Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

9.16 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9.17 Good Faith. All parties hereto agree to do all acts and execute all documents required to carry out the terms of this Agreement and to act in good faith with respect to the terms and conditions contained herein before and after Closing.

9.18 Construction. In the interpretation and construction of this Agreement, the parties acknowledge that the terms hereof reflect extensive negotiations between the parties and that this Agreement shall not be deemed, for the purpose of construction and interpretation, drafted by either party hereto.

9.19 Counterparts. This Agreement may be signed in counterparts. The parties further agree that this Agreement may be executed by the exchange of facsimile signature pages.

9.20 Time is of the Essence. Time is of the essence in this Agreement, and all of the terms, covenants and conditions hereof.

9.21 Bankruptcy Court Jurisdiction. BUYER AND SELLER AGREE THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT HERETO; AND/OR (ii) THE PROPERTY AND/OR ASSUMED LIABILITIES, AND BUYER EXPRESSLY CONSENTS TO AND AGREES NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the day and year first above written.

[_____,
a _____

By: _____
Name: _____
Its: _____]

Illuminations.com, Inc.

By: _____
Name: _____
Its: _____]

Exhibits "A-1" through "E"

[TO BE ATTACHED]

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 601 South Figueroa Street, 30th Floor, Los Angeles, California 90017.

On April 6, 2004, I served the documents described as

NOTICE OF SALE OF REAL ESTATE PROPERTY

on the interested parties in this action listed on the attached "Service List" according to the method of service indicated herein:

- **VIA FEDERAL EXPRESS:** Following ordinary business practices at the Los Angeles, California office of Milbank, Tweed, Hadley & McCloy LLP, by placing the sealed envelope(s) for collection and retrieval by Federal Express on that same day. I am readily familiar with the firm's practice for collection and processing of correspondence for retrieval by Federal Express. Under that practice, such correspondence would be retrieved by Federal Express on that same day, with fees thereon fully prepaid at Los Angeles, California, in the ordinary course of business.
- **VIA E-MAIL TRANSMISSION:** By electronic mail at the electronic mail addresses set forth on the attached "Service List."
- **VIA FACSIMILE:** By transmitting via facsimile the document(s) listed above to the fax number(s) set forth on the attached "Service List."
- X** **VIA FIRST CLASS MAIL:** Following ordinary business practices at the Los Angeles, California office of Milbank, Tweed, Hadley & McCloy LLP, by placing the document(s) listed above in sealed envelope(s) for collection and mailing with the United States Postal Service on that same day. I am readily familiar with the firm's practice for collection and processing of correspondence for mailing. Under that practice, such correspondence would be deposited with the United States Postal Service on that same day, with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business.
- X** (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on April 6, 2004, at Los Angeles, California.



Dana Creed

SERVICE LIST
In re ILLUMINATIONS.COM, INC.
Case No. LA 04-10427-SB

United States Trustee Office

United States Trustee
725 South Figueroa Street, 26th Floor
Los Angeles, CA 90017

Counsel to Official Creditors Committee

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