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| Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number Lisa S. Tahk (State Bar No. 218401) Peitzman, Weg & Kempinsky 1801 Avenue of the Stars, Suite 1225 Los Angeles, CA 90067 (310) 552-3100 - Phone; (310) 552-3101 - Facsimile | FOR COURT USE FILED 04 AUG 26 PM 3:47 CLERK, U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA |
| UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA | |
| In re: Industrial Parts Depot, Inc. Debtor(s). | BY <u>DJCO</u> DEPUTY CLERK CASE NO.: LA 04-12620 EC |

REVISED NOTICE OF SALE OF ESTATE PROPERTY

| | |
|-------------------------------------|------------------------|
| Sale Date: September 8, 2004 | Time: 5:00 p.m. |
| Location: N/a | |

Type of Sale: Public Private Last date to file objections: September 8, 2004

Description of Property to be Sold: See Attached Exhibit, A.

** Note: Exhibit A revises the Notice filed on August 23, 2004 by deleting a sale to M/S Cylinder Liners

Terms and Conditions of Sale: See Attached, Exhibit B

Proposed Sale Price: See Attached, Exhibit A

Overbid Procedure (If Any): None

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

No hearing required pursuant to May 4, 2004 Order attached hereto as Exhibit C.

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

Yossi Zekri, President of Industrial Parts Depot, Inc.
22231 South Normandie
Torrance, California 90501
310-602-5333-phone
yzekri@ipdparts.com

Date: 8/26/04

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aw

EXHIBIT A

| Buyer | Description | Sale Price |
|--------------------------|--|--------------------|
| H&L Tooth | <ul style="list-style-type: none">• Custom Draw Furnaces 1 & 2• Wheelabrator Tumbblast Horizontal Polishing Machine• Kelco Vertical Dust Collection Metal Bin• Custom Draw Furnaces # 3• Archdale Radial Arm Drill | \$7,500.00 |
| Steel Unlimited | <ul style="list-style-type: none">• Footburt 12" Capacity 4-Spindle Gang Drill• Jet 1-Ton Electric Hoist w/Magnetic Lift, On Wall Mount Jib• Jet 1 Ton Electric Hoist with Magnetic Lift With Jib• Jet 1 Ton Electric Hoist with Magnetic Lift on Checo Bolted Jib• Jet 1 Ton Electric Hoist With Magnetic Lift With Jib• Jet 1 Ton Electric Hoist w/ magnetic Lift, on Bolted Jib• Jet 1 Ton Electric Hoist with Magnetic Lift With Jib | \$4,500.00 |
| Manganal Sales | <ul style="list-style-type: none">• Footburt Mechanical 4-Spindle Gang Drill w/Roller Ball• Iwatani -Multi Torch PC-300• Vertical Red Air compressor from Hemet• Various Roller Conveyor Tables• Jet 1-Ton Air Hoist w/Magnetic Lift, On Wall Mount Jib | \$4,200.00 |
| Mopisan | <ul style="list-style-type: none">• Insight NDT UltraSonic Machine | \$50,000.00 |
| Machinery Network | <ul style="list-style-type: none">• Esab CM-250 Flame Cutter | \$17,500.00 |

TOTAL: \$83,700.00

EXHIBIT B

BILL OF SALE

This Bill of Sale is made as of _____, 2004 between

Industrial Parts Depot, Inc.
(the "Vendor")

and

(the "Purchaser")

1. The Purchaser and the Vendor have entered into this Bill of Sale (the "Bill of Sale"), pursuant to which the Vendor has agreed to sell, and Purchaser has agreed to purchase, all of the Vendor's right, title and interest, if any, in and to the Assets. See attached list.
2. "Assets" means the Vendor's right, title and interest, in and to the items listed in the attached addendum, and the documentation relating thereto.
3. The Vendor represents to the Purchaser that the Vendor is debtor in possession in Chapter 11 Case No. LA-04-12620-EC, pending before the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court"). This Bill of sale and the transaction contemplated hereby are subject to entry of an order of the Bankruptcy Court approving the sale of the Assets (the "Sale Order") to the Purchaser free and clear of liens, including any security interest in favor of Wells Fargo Bank, N.A.
4. The sale, transfer, assignment and conveyance of the Assets shall be effective, and title to and all risk associated with the Assets shall pass to the Purchaser, once the Vendor has received the Purchase Price.
5. The purchase price for the Assets is \$ _____ ("Purchase Price"). After entry of the Sale Order, the Purchase Price shall be due and payable in full upon shipment of the Assets.
6. It shall be the Purchaser's obligation to pay for delivery of any and all items. The Vendor agrees to assist the Purchaser with loading of the goods at the Vendor's Torrance facility.
7. The Purchase Price includes Sales Tax in the amount of \$ _____ that is applicable to the sale of the Assets to the Purchaser.
8. The Vendor hereby remises, releases and forever transfers and assigns to the Purchaser all of its right, title and interest in and to the Assets.

9. The Purchaser acknowledges that:
- (a) neither the Vendor nor its bankruptcy estate will have any personal or corporate liability of any kind, whether in contract or in tort.
 - (b) it is purchasing the Assets on an “as is, where is” and “without recourse” basis, it accepts the Assets in their current state and location and with **no representations, warranties or conditions, express or implied, being made by the Vendor to the Purchaser with respect to the condition, merchantability, location, description, quality, encumbrances or fitness for any particular purpose of the Assets, save and except as specifically set out in this Bill of Sale. The Purchaser waives, releases and renounces all warranties, obligations and liabilities of the Vendor, express or implied, arising by law or otherwise, with respect to any non-conformance or defect in any of the Assets or other thing delivered or assigned hereunder, including, without limitation, the condition of any of the Assets;**
 - (c) the Purchaser has conducted such inspections of the condition of the Assets as it deemed appropriate and has satisfied itself with regard to this matter;
 - (d) the description of the Assets is for the purpose of identification only and no representation, warranty or condition has or will be given by the Vendor concerning the accuracy, completeness or any other matter concerning the description of the Assets; and
 - (e) it is the Purchaser’s own and sole responsibility to obtain and pay the cost of any consents, permits, licences or authorizations necessary or desirable for the transfer of the Assets to the Purchaser or for the operation or use of the Assets.
10. This Bill of Sale shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
11. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
12. The Vendor and the Purchaser agree that any lawsuit arising with respect to this Bill of Sale or the transaction contemplated hereby (a “Claim Suit”) shall be commenced in the Bankruptcy Court so long as the Vendor’s Chapter 11 case is pending and, after the chapter 11 case is concluded, in a court of competent jurisdiction in the County of Los Angeles, California. The parties submit to the jurisdiction of those courts for the purpose of resolving any Claim Suit.
13. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Bill of Sale. Transmission by facsimile of an executed counterpart of this Bill of Sale shall be deemed to constitute due and sufficient delivery of such counterpart.
14. The parties have executed this Bill of Sale as of the date first written above.

INDUSTRIAL PARTS DEPOT, INC.
(Vendor)

By: _____

Name:

Title:

(Purchaser)

By: _____

Name:

Title:

LOGGED

04 APR 27 PM 1:45

CLERK OF COURT
CENTRAL DISTRICT OF CALIFORNIA

At sec

1 Lawrence Peitzman (State Bar No. 62379)
2 Scott F. Gautier (State Bar No. 211742)
3 Jonathan D. Gordon (State Bar No. 205541)
4 PEITZMAN, WEG & KEMPINSKY LLP
5 1801 Avenue of the Stars, Suite 1225
6 Los Angeles, CA 90067
7 Telephone: (310) 552-3100
8 Telecopier: (310) 552-3101

ENTERED
MAY - 4 2004
CLERK, U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY Deputy Clerk

FILED
MAY - 3 2004
CLERK, U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY Deputy Clerk

9 Reorganization Counsel for
10 Industrial Parts Depot, Inc.
11 Debtor and Debtor in Possession

12 UNITED STATES BANKRUPTCY COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14 LOS ANGELES DIVISION

15 In re
16 **INDUSTRIAL PARTS DEPOT, INC.,**
17 a California corporation,
18 Debtor.

19 Case No. LA 04-12620-EC
20 Chapter 11

21 **ORDER GRANTING MOTION OF DEBTOR
22 FOR ORDER: (1) APPROVING SALE OF
23 CERTAIN OF DEBTOR'S EQUIPMENT FREE
24 AND CLEAR OF ALL LIENS, CLAIMS,
25 ENCUMBRANCES AND OTHER INTERESTS
26 PURSUANT TO SECTION 363 OF THE
27 BANKRUPTCY CODE AND (2)
28 ESTABLISHING PROCEDURES FOR
FUTURE SALES OF DEBTOR'S EQUIPMENT
PURSUANT TO SECTIONS 102(1) AND 363
OF THE BANKRUPTCY CODE**

Continued Hearing:

Date: April 21, 2004
Time: 1:30 p.m.
Place: Courtroom 1639
Edward R. Roybal Federal Building
255 East Temple Street
Los Angeles, California

23 23231 S. Normandie Ave.
24 Torrance, California 90501
25 Federal Tax I.D. No. 95-1867409

26 The Motion Of Debtor For Order (1) Approving Sale Of Certain Of Debtor's Equipment Free
27 And Clear Of All Liens, Claims, Encumbrances And Other Interests Pursuant To Section 363 Of The
28 Bankruptcy Code And (2) Establishing Proccdures For Future Sales Of Debtor's Equipment Pursuant
To Sections 102(1) And 363 Of The Bankruptcy Code (the "Motion"), filed by Industrial Parts Depot,

**ORIGINAL
STAMPED IN RED**

[Handwritten signature]

1 Inc., debtor and debtor in possession in the above-captioned case (the "Debtor"), first came on for
2 hearing before the Honorable Ellen Carroll, United States Bankruptcy Judge, on March 31, 2004, at
3 1:30 p.m. (the "Hearing") and was continued to April 21, 2004 at 1:30 p.m. by Order of the Court (the
4 "Continued Hearing"). The Continued Hearing was held at the scheduled time and place as indicated
5 in the caption. Appearances were made as reflected in the Bankruptcy Court's record. Capitalized
6 terms used herein shall have the meanings ascribed to them in the Motion, unless otherwise defined.

7 After consideration of the Motion and accompanying supporting papers, the arguments of
8 counsel, the files and records in this chapter 11 case, and sufficient cause appearing, it is hereby

9 **ORDERED THAT:**

10 A. The Motion is granted, as modified by this Order.

11 B. The Debtor is authorized to enter into and perform the Bills of Sale with Black Cat and
12 Cutting Edge (the "Buyers"), respectively, and to sell, assign and transfer the Equipment to the Buyers
13 pursuant to the respective Bill of Sale. The Equipment sold, assigned and transferred and delivered to
14 the Buyers shall be deemed to be ~~have~~ all of the Debtor's rights, title and interest in and to the
15 Equipment free and clear of all Liens of any and every kind whatsoever.

16 C. The following Sale Procedures are approved and may be used by the Debtor to dispose
17 of its equipment, excluding the equipment listed in Exhibit A attached hereto (the "Excluded
18 Equipment"):

19 1. **Notice.** Promptly after the Debtor and a prospective buyer have entered into a
20 bill of sale (the "Intended Sale"), the Debtor shall provide notice (the "Notice of Sale") of the material
21 terms of the Intended Sale to Wells Fargo, the counsel for the Official Committee of Unsecured
22 Creditors, the Office of the United States Trustee and those parties that have requested special notice
23 in this case (collectively referred to herein as the "Notice Parties"). The Notice Parties shall be served
24 with the Notice of Sale by facsimile and/or electronic mail. The Notice of Sale will specify the date
25 (the "Service Date") that the Notice Parties were served with the Notice of Sale. If practicable, a copy
26 of the bill of sale shall be included in the Notice of Sale.

1 the objecting parties shall attempt to resolve their disputes outside the purview of the Court. Should
2 the parties be unable to resolve the dispute within a reasonable period of time, the Debtor shall seek to
3 schedule a hearing with the Court on shortened notice.

4 5. **Disposition of Sale Proceeds.** In the event the Intended Sale is consummated,
5 the Debtor shall submit a payment to Wells Fargo in the amount required by the DIP Loan Agreement,
6 unless an order of the Court requires some other disposition of the sale proceeds.

7 D. This Order and the Sales Procedures contained herein are expressly limited to sales of
8 equipment of \$50,000 per individual sale and in the aggregate for all sales under this Order of
9 \$250,000. The Debtor must seek further authorization of this Court for any equipment sales, not in the
10 ordinary course of business, above these limits.

11 E. Nothing herein shall preclude the Debtor from transferring, selling, assigning or in any
12 way disposing of any of the Debtor's equipment, including the Excluded Equipment, according to
13 other procedures.

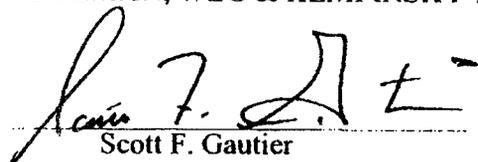
14
15 Dated: 5/3/04



16 **THE HONORABLE ELLEN CARROLL**

17 United States Bankruptcy Judge

18
19 Submitted by:
20 PEITZMAN, WEG & KEMPINSKY LLP



21
22 Scott F. Gautier

23 Reorganization Counsel for Industrial Parts Depot, Inc.
24 Debtor and Debtor in Possession