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| <p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>AARON E. DE LEEST (State Bar No. 216832) adeleest@dgdgk.com DANNING, GILL, DIAMOND & KOLLITZ, LLP 1900 Avenue of the Stars, 11th Floor Los Angeles, California 90067-4402 Telephone (310) 277-0077 Facsimile (310) 277-5735</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Brad D. Krasnoff, Chapter 7 Trustee</p> | <p>FOR COURT USE ONLY</p> |
|--|---------------------------|

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

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| <p>In re:</p> <p>ULTRA CHEM USA, INC., a California corporation,</p> <p style="text-align: right;">Debtor(s).</p> | <p>CASE NO.: 2:15-bk-11329-BB CHAPTER: 7</p> <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p> |
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|---|------------------------------|
| <p>Sale Date: 07/22/2015</p> | <p>Time: 10:00 am</p> |
| <p>Location: Courtroom 1475, 255 E. Temple Street, Los Angeles, California 90012</p> | |

Type of Sale: Public Private **Last date to file objections:** 07/08/2015

Description of property to be sold: all of the Trustee's right, title and interest in and to certain chemicals and finished products, and equipment described in Exhibit "A" to the Purchase and Sale Agreement, attached hereto as Exhibit "1", along with the addendum thereto.

Terms and conditions of sale: The terms and conditions of the sale are memorialized in the Purchase and Sale Agreement, attached hereto as Exhibit "1". Without limitation, the sale is as-is and where-is with no warranty or recourse.

Proposed sale price: \$ 69,000.00

Overbid procedure (if any): Overbids must delivered to the Trustee no later than 24 hrs. prior to the hearing on the Motion. A deposit in the amount of \$70,000 is required. The minimum initial overbid amount shall be \$70,000 with subsequent bids in increments of \$1,000.

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

July 22, 2015
10:00 a.m.
Courtroom 1475
255 E. Temple Street
Los Angeles, California 90012

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Aaron E. de Leest, Esq.
adeleest@dgd.com
Danning, Gill, Diamond & Kollitz, LLP
1900 Avenue of the Stars, 11th Floor
Los Angeles, California 90067
Telephone: (310) 277-0077
Facsimile: (310) 277-5735

Date: 06/26/2015

EXHIBIT 1

PURCHASE AND SALE AGREEMENT

This agreement is intended to set forth a contract for the purchase by John Shieh (the "Buyer"), from Brad D. Krasnoff, Chapter 7 Trustee of the bankruptcy estate of Ultra Chem USA, Inc. (the "Seller" or "Trustee"), of the estate's right, title and interest in the equipment and inventory described in Exhibit "A" hereto (the "Property"). When executed below, this Purchase and Sale Agreement (the "Agreement") will constitute conclusive evidence of the contract for the sale and purchase of the Property and replace in its entirety any oral or written negotiations prior to or since then.

1. The purchase price for the Property shall be: (1) \$45,000, all cash (the "Cash Component"); and (2) a waiver of any and all claims for administrative rent due to Amcan Holding LP (the "Non-Cash Component"), which amount adds \$ 24,000 to the Cash Component part of the purchase price. A cashier's check for the Cash Component, along with an executed copy of this Agreement, shall be delivered to the Trustee, c/o Danning, Gill, Diamond & Kollitz, LLP, Attn: Aaron E. de Leest, 1900 Avenue of the Stars, 11th Floor, Los Angeles, California 90067-4402, upon acceptance of this Agreement by the Buyer. The Cash Component shall be held in a segregated account maintained by the Trustee pending Bankruptcy Court approval of this Agreement (the "Approval Order"). Upon the Effective Date (as defined below), the Cash Component shall be released and distributed to the Trustee. In the event the Approval Order is not entered by the Bankruptcy Court, the Cash Component shall be promptly returned to the Buyer.

2. The sale of the Property to any overbidder will be for an amount greater than the sum of: (a) the Cash Component; and (b) the Non-Cash Component. If a successful overbidder other than the Buyer is the best and highest bidder at the sale, and therefore becomes the purchaser, the Cash Component shall be refunded to the Buyer.

3. "Effective Date" shall be the first business day after the Approval Order becomes final, provided that no stay has been issued in support of an appeal. If a stay has been issued, then the Effective Date shall be the first day after resolution of the appeal when the stay expires.

4. Upon the Effective Date, Amcan Holding LP, shall waive and hereby does waive any and all claims that may have against the Debtor for administrative rent in relation to the Debtor's rental and prior occupancy of the commercial property located as 1462 E. Mission Blvd., Pomona, California 91766, which it represents and warrants totals approximately \$ 24,000 from January 29, 2015 until the close of the sale.

5. Except as specifically set forth herein, the sale is not contingent upon any events or conditions, including, without limitation, the inspection or acquisition of any financing by the Buyer.

6. The sale shall be "as is" and "where is" with no warranty or recourse whatsoever. It is acknowledged that Mr. Krasnoff is a party to this Agreement solely in his capacity as trustee. The Trustee has not seen, and will not see, the Property or determine its fitness for any particular use.

7. The sale will be free and clear of all liens, claims, and encumbrances against the Property, of which the Trustee believes there are none.

8. If for any reason, the Trustee is unable to carry out the sale of the Property, the sole remedy of the Buyer shall be the return of the Cash Component of the purchase price. In the event that the Trustee for any reason is unable to sell the Property, no liability or obligation shall accrue to the estate or to Trustee, either personally or in his capacity as Trustee, as a result of any such termination.

9. The Seller shall file a motion to confirm this sale with the Bankruptcy Court for the Central District of California (the "Bankruptcy Court"). Buyer acknowledges that sale of the Property is subject to notice to creditors, entry of an order approving the sale by the Bankruptcy Court, and higher and better bids through and including the hearing to approve the sale. The closing shall take place on the Effective Date. The Buyer shall be free to assign this contract to another, but in that event the Buyer shall remain liable hereunder in the event that the assignee fails to perform.

10. The sale is subject to the Trustee prevailing with respect to any objections to the proposed sale.

11. The Bankruptcy Court shall have jurisdiction to interpret and enforce the terms of this Agreement as a core matter. This Agreement shall be construed pursuant to the laws of the State of California and the United States Bankruptcy Code. The Buyer consents to the Bankruptcy Court's entry of a final judgment in the event of such dispute.

12. This Agreement is binding upon and shall inure to the benefit of the parties hereto, and their respective attorneys, agents, heirs, administrators, predecessors, successors and assigns.

13. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and other writings between the parties. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby.

14. This Agreement may be executed in counterparts. When each party has signed and delivered at least one such counterpart, each counterpart will be deemed an original and, when taken together with other signed counterparts, constitutes one Agreement, which is binding upon and effective as to all parties.

15. This Agreement shall expire if not executed by the Buyer and delivered to the Trustee's counsel, at the address set forth in Paragraph 1 above, together with delivery of the Cash Component, by 5:00 p.m. on May 15, 2015.

June
DATED: ~~May~~ 4, 2015



Brad D. Krasnoff, Chapter 7 Trustee,
"SELLER"

AGREED AND ACCEPTED:

DATED: May 15, 2015



John Shieh,
"BUYER"

DATED: May 15, 2015

AMCAN HOLDING LP


By: John Shieh
Its Authorized Partner

| Inventory | | | | |
|-----------------------|----------------------|--------------------------|-----------------------|-----------------------|
| | Packaged Size | Amount in gallons | Price per unit | Total |
| Stripper | Tote | 6803 | \$13.92 | \$94,697.76 |
| Degreaser | Tote | 6275 | \$14.25 | \$89,418.75 |
| Slam Dunk Poly 1 | Drums | 3300 | \$43.40 | \$143,220.00 |
| Quantum | Totes | 1590 | \$15.74 | \$25,026.60 |
| Quantum Poly 1 | Drums | 3465 | \$13.43 | \$46,534.95 |
| H.G. Silver Poly 1 | Drums | 1855 | \$12.83 | \$23,799.65 |
| Slam Dunk Poly 3 | Totes | 265 | \$43.40 | \$11,501.00 |
| Stripper Sol #1 | Drum | 165 | \$18.45 | \$3,044.25 |
| Sealer Poly 1 | Drum | 110 | \$14.90 | \$1,639.00 |
| Quantum Poly 3 | Drum | 55 | \$15.74 | \$865.70 |
| Quantum X Poly 5 | Drum | 2520 | \$35.95 | \$90,594.00 |
| Flex Gold Poly 5 | Drum | 2200 | \$37.48 | \$82,456.00 |
| Platinum Poly 5 | Drum | 1220 | \$40.95 | \$49,959.00 |
| Quantum X | Drum | 182 | \$17.25 | \$3,139.50 |
| Infinity X | Tote | 571 | \$13.30 | \$7,594.30 |
| Infinity HS | Tote | 265 | \$15.38 | \$4,075.70 |
| Org Laundry Spot | Tote | 5 | \$23.99 | \$119.95 |
| InOr Laundry Spot | Tote | 240 | \$25.50 | \$6,120.00 |
| Platinum | Tote | 843 | \$27.12 | \$22,862.16 |
| Quantum Poly 2 | Drum | 163 | \$31.85 | \$5,191.55 |
| M.P. Carpet Cleaner | Tote | 265 | \$16.72 | \$4,430.80 |
| P.S. Floor Cleaner | Tote | 265 | \$9.45 | \$2,504.25 |
| Sealer | Drum | 173 | \$11.23 | \$1,942.79 |
| D'Odor | Tote | 80 | \$24.51 | \$1,960.80 |
| Liquid Extract | Tote | 53 | \$17.22 | \$912.66 |
| Bathroom and Grout | Tote | 108 | \$15.15 | \$1,636.20 |
| Quantum X Poly 1 | Tote | 110 | \$12.83 | \$1,411.30 |
| Misc | Drums | 160 | \$10.99 | \$1,758.40 |
| NaOH | Pounds | 600 | \$2.99 | \$1,794.00 |
| Red Color | Pounds | 100 | \$14.00 | \$1,400.00 |
| High Gloss Bronze | Totes | 3180 | \$10.40 | \$33,072.00 |
| Oxylic Acid | Pounds | 72029 | \$4.99 | \$359,424.71 |
| ALFS | Pounds | 22100 | \$3.99 | \$88,179.00 |
| | | | | |
| | | | Total: | \$1,212,286.73 |
| | | | | |
| Finished Goods | | | | |
| Stripper | 4x1 | 48 | \$13.92 | \$668.16 |

| | | | | |
|---------------------|-------------|-------------|---------------|--------------------|
| Strip X | 4x1 | 88 | \$16.47 | \$1,449.36 |
| Strip X | 5 Gal | 160 | \$16.47 | \$2,635.20 |
| Cleaner/Conditioner | 4x1 | 5 | \$14.73 | \$73.65 |
| Cleaner/Conditioner | 5 Gal | 110 | \$14.73 | \$1,620.30 |
| Clean | 4x1 | 97 | \$16.72 | \$1,621.84 |
| Clean | 5 Gal | 80 | \$16.72 | \$1,337.60 |
| Quantum | 4x1 | 184 | \$15.74 | \$2,896.16 |
| S.H.D. Degreaser | 4x1 | 172 | \$14.25 | \$2,451.00 |
| D-Odor | 4x1 | 44 | \$24.51 | \$1,078.44 |
| Infinity HS | 4x1 | 140 | \$15.37 | \$2,151.80 |
| Low Lustre | 4x1 | 44 | \$14.99 | \$659.56 |
| H.G. Silver | 4x1 | 192 | \$17.25 | \$3,312.00 |
| Q-128 | 4x1 | 64 | \$14.66 | \$938.24 |
| P.S. Floor Cleaner | 4x1 | 72 | \$9.45 | \$680.40 |
| Quantum X | 5 Gal | 120 | \$17.25 | \$2,070.00 |
| Concrete Sealer | 4x1 | 202 | \$25.53 | \$5,157.06 |
| Concrete Sealer | 5 Gal | 25 | \$25.53 | \$638.25 |
| C.C. Neutralizer | 4x1 | 12 | \$10.48 | \$125.76 |
| F.C. Neutralizer | 4x1 | 8 | \$10.48 | \$83.84 |
| Liquid Extract | 4x1 | 68 | \$17.22 | \$1,170.96 |
| Glass and Surface | 4x1 | 32 | \$14.30 | \$457.60 |
| Infinity X | 4x1 | 4 | \$13.30 | \$53.20 |
| Infinity X | 5 Gal | 15 | \$13.30 | \$199.50 |
| P.S. Heavy Duty | 5 Gal | 20 | \$9.53 | \$190.60 |
| Infinity | 4x1 | 4 | \$13.44 | \$53.76 |
| Sealer | 4x1 | 44 | \$11.23 | \$494.12 |
| P.S. Sealer | 4x1 | 96 | \$11.23 | \$1,078.08 |
| Slam Dunk Plus | 5 Gal | 125 | \$43.40 | \$5,425.00 |
| Org Laundry Spot | 32oz | 10 | \$23.99 | \$239.90 |
| InOrg Laundry Spot | 32oz | 10 | \$25.50 | \$255.00 |
| Heavy Duty Cleaner | 5 Gal | 90 | \$14.73 | \$1,325.70 |
| Foaming Degreaser | 5 Gal | 90 | \$13.03 | \$1,172.70 |
| High Gloss Bronze | 5 Gal | 720 | \$10.40 | \$7,488.00 |
| | | | Total: | \$51,252.74 |
| | | | | |
| | | | | |
| Packaging Materials | | | | |
| Ribbon Mixer | | \$11,599.00 | | |
| Ribbon Mixer | | \$8,369.00 | | |
| Air Compressor | | \$750.00 | | |
| Mixing Tank | 8000 Liters | \$1,350.00 | | |

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|-------------|-------------|-------------|---------------|-----------------------|
| Mixing Tank | 8000 Liters | \$1,350.00 | | |
| Mixing Tank | 8000 Liters | \$1,350.00 | | |
| Empty Drums | 53 Gallon | 100 | \$69.00 | \$6,900.00 |
| Empty Totes | 265 Gallon | 50 | \$120.00 | \$6,000.00 |
| | | | | |
| | | \$37,668.00 | | |
| | | | Total: | \$1,301,207.47 |

FIRST ADDENDUM TO PURCHASE AND SALE AGREEMENT

This addendum to the Purchase and Sale Agreement (the "Sale Agreement") is made by and between Brad D. Krasnoff, Chapter 7 Trustee of the bankruptcy estate of Ultra Chem USA, Inc. (the "Seller" or "Trustee"), John Shieh (the "Buyer"), and Amcan Holdings, LP, as follows:

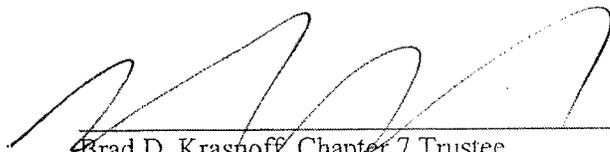
The Sale Agreement provides at paragraphs 1 and 4 that Amcan Holding LP is the party waiving its claims against the Debtor for administrative rent in relation to the Debtor's prior occupancy of the property located at 1462 E. Mission Blvd., Pomona, California 91766. The reference to Amcan Holding LP was in error. The correct name of the Debtor's former landlord and the party agreeing to waive its claim is Amcan Holdings, LP.

The Sale Agreement is hereby amended at paragraph 1 to read that the purchase price includes "a waiver of any and all claims for administrative rent due to Amcan Holdings, LP."

The Sale Agreement is further amended at paragraph 4 to read that "Upon the Effective Date, Amcan Holdings, LP, shall waive and hereby does waive any and all claims that it may have against the Debtor for administrative rent in relation to the Debtor's rental and prior occupancy of the commercial property located as 1462 E. Mission Blvd., Pomona, California 91766, which it represents and warrants totals \$24,000 from January 29, 2015 until the close of the sale."

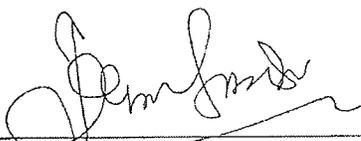
AGREED AND ACCEPTED:

DATED: June 25, 2015



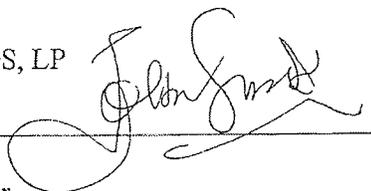
Brad D. Krasnoff, Chapter 7 Trustee

DATED: June 22, 2015



John Shieh

DATED: June 22, 2015

AMCAN HOLDINGS, LP


By: John Shieh
Its Authorized Partner

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 1900 Avenue of the Stars, 11th Floor, Los Angeles, CA 90067-4402.

A true and correct copy of the foregoing document entitled (*specify*): NOTICE OF SALE OF ESTATE PROPERTY will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On June 26, 2015, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Attys. for Debtor Dennis D Burns dburns3@san.rr.com
Courtesy NEF Cathrine M Castaldi ccastaldi@brownrudnick.com
Attys. for Trustee Eric P Israel eisrael@dgd.com, danninggill@gmail.com; eisrael@ecf.inforuptcy.com
Trustee Brad D Krasnoff (TR) jmcDaniel@dgd.com, bkrasnoff@ecf.epiqsystems.com
Courtesy NEF Meghan C Sherrill meghan.sherrill@troutmansanders.com
Attys. for Canon Financial Services, Inc. Nicola G Suglia nsuglia@fleischerlaw.com
United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov
Attys. for American Express Bank FSB Gilbert B Weisman notices@becket-lee.com

Service information continued on attached page.

2. SERVED BY UNITED STATES MAIL: On June 26, 2015, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Debtor
Ultra Chem USA, Inc.
1462 E. Mission Blvd
Pomona, CA 91766

Buyer
John Shieh
20254 Edgemont Pl.
Walnut, CA 91789-4613

Service information continued on attached page.

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on June 26, 2015, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

BY PERSONAL DELIVERY (by ALSSI on June 26, 2015)
The Honorable Sheri Bluebond
U.S. Bankruptcy Court
Roybal Federal Building
255 E. Temple Street, Bin outside of Suite 1482
Los Angeles, CA 90012

Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

June 26, 2015

Beverly Lew

Date

Printed Name

Signature

