Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY
LEWIS BRISBOIS BISGAARD & SMITH LLP Annie Verdries, SBN 91049 Doah Kim, SBN 287071 650 Town Center Drive, #1400 Costa Mesa, CA 92626 ☐ *Individual appearing without attorney* ☒ *Attorney for:* Attorneys for Amy L. Goldman, Chapter 7 Trustee	

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION

In re: YKA INDUSTRIES, INC., a California corporation, Debtor(s).	CASE NO.: 1:15-bk-11434-VK CHAPTER: 7 **NOTICE OF SALE OF ESTATE PROPERTY**

Sale Date: September 10, 2015	**Time:** 2:00 p.m.
Location: United States Bankruptcy Court, Courtroom 301, 21041 Burbank Boulevard, Woodland Hills, CA 91367	

Type of Sale: ☐ Public ☒ Private **Last date to file objections:** 8/27, 2015

Description of property to be sold: See attached list of assets and asset purchase agreement.

Terms and conditions of sale: The Assets are being sold "as is" and where is, without any guaranty or warranty. See Trustee's Motion for Order (1) Approving Sale of Certain of the Debtor's Assets Under Asset Purchase Agreement; (2) Approving Overbid Procedure; (3) Determining That Buyer is Entitled To §363(m) Protection; Memorandum of Points and Authorities; Declarations of Amy L. Goldman, Annie Verdries and Andrew Krayndler in Support Thereof (the "Motion").

Proposed sale price: See attached. See the Motion for full details.

Overbid procedure (*if any*): See the Motion for full details.

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

September 10, 2015
2:00 p.m.
United States Bankruptcy Court
Courtroom 301
21041 Burbank Blvd., Woodland Hills, CA 91367

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

Annie Verdries
LEWIS BRISBOIS BISGAARD & SMITH LLP
650 Town Center Drive, Suite 1400
Costa Mesa, CA 92626
Telephone: 714.545.9200
Facsimile: 714.850.1030
annie.verdries@lewisbrisbois.com

Date: August 17, 2015

Proposed Sale Price

The Assets are being sold as is, where is, without any guaranty or warranty subject to all liens, except for the lien of the Franchise Tax Board and the Internal Revenue Service. The Trustee makes no opinion on the tax consequences of the proposed sale.

Sales price **$20,000.00**

Overbid Procedure

1. Each party participating in the overbid process must remit at or prior to the hearing on the Motion a deposit in the form of a cashier's check or money order made payable to the Trustee in the amount of ten thousand dollars ($10,000.00). The $10,000.00 deposit shall not be refundable if such party is the successful bidder and is thereafter unable to complete the purchase of the Assets according to the terms set forth herein. The initial over bid must be $5,000.00 more than that of the proposed Buyer;

2. Any party participating in the overbid process shall not be precluded from continuing to make bids after initially passing his/her/its turn or turns to overbid; and

3. The successful bidder (including Buyer) must pay the full amount of the successful bid to Trustee and close the sale transaction within two (2) calendar days after the entry of a final, non-appealable order granting the Motion. In the event that Buyer is not the successful bidder of the Sale Assets, the successful bidder shall then become the buyer under the same terms and conditions as set forth herein and shall waive all contingencies regarding the purchase of the Sale Assets. Furthermore, if the successful bidder cannot deliver the balance of the Purchase Price within the above-referenced period, Trustee shall be authorized to accept the offer made by the next highest bidder, if any, and the successful bidder's deposit shall be non-refundable.

SEE ATTACHED ASSET PURCHASE AGREEMENT

SALE ASSETS

OF YKA INDUSTRIES, INC.

1. all unfinished products, including wood, hardware, paint, varnish and solvents and related items owned by Seller;

2. the phone number, fax number, URL addresses, trademarks, copyrights, intellectual property or know-how of all other kinds, customer lists, and website of Seller;

3. Dodge Ram 2500 Plate 8G54075 Vin # 3D7KR28C67G738907, mileage (148,271), needs transmission;

4. UD 1400 Nissan Truck Plate 5V08339, mileage (254,627);

5. 2002 Chev. Plate 21559D1 Vin # 1GBHC24U12E144797, has electrical problems;

6. 1990 Isuzu Plate 5G55163 Vin # JALB4B1H6L7002455, mileage (249,171), needs transmission;

7. 1994 GMC Plate 5H91742 Vin # 1GDT7H4J2RJ2RJ516096, mileage (160,026), has not been registered since 2008, key broken off in ignition;

8. 1993 Kenworth Plate 7X47204 Vin # 2XKDDE9X3PM930981, mileage (97,771), needs new tires, battery, electrical and engine;

9. 1998 Ford L7000 Plate 7A00750 Vin # 1FDNR72P9JVA15983, mileage (199,849);

10. 2000 Toyota P/U Plate 6E62133 Vin # 4TANL42N7YZ608422, mileage (241,544);

11. 2007 BIG TEX Trailer Plate on Registration 4JR7652 Vin # on Registration 16VPX142072H49186;

12. Cement Mixer;

13. 1 Dell Desktop, 1 ACER Desktop, 2 Brother fax machines, 1 Canon Copy Machine, 2 HP Laserjet Printer, 1 Canon Color printer.

14. Falcon Air, Compressor, Wood cart, Misc. wood, dust collector, Hendrickson panel saw, halsry wide belt sander, router table, Makita chop saw, bieselmeyer table saw, ritter drill press, ritter air clamp-model R-275, Edge bending tape, IDM edge Bender, Vorwook L110, Delta Dust Collector, Table Saw, Delta Band Saw, Powermatic Wood Shaper, Delta Press, Exterior Power Table Saw, BILM Minle Press, Hinges, Ritter Press, Ritter Sander, Wood Cart, misc. screws, slides, hinges, paint & stain, cabinets, sump pumps, compressor, table saw, chop saw, skill saw, 1 plainer, 1 minipress, 1 drill, 1 bending saw machine, 1 shaper, 3 tablesaws, 1

sanding machine, 3 industiral compressors, 3 vacuums, 1 panel saw, 1 edge bending, 1 edge foiler, 1 face frame maker, 2 jacksaw's, 1 forklift, 1 bench grinter, 4 portable jacksaw's, 3 portable compressors, 1 portable tablesaw.

15. All personal property chattel, negotiable instruments, and certficates of title for vehicles (not in Seller's possession) including pink slips for 1991 Dodge Plate 4G73233 Vin # 2B7J31Y3MK402183, 1988 Ford Plate 4K88510 Vin # 1FDNR72P9JVA15983, 1982 Mack Plate 5U45530, 1988 Isuzu Plate 4B19453.

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "***Agreement***") is made and entered into as of the 5th day of August, 2015, by and between LNA Builders, Inc. (the "***Buyer***"), and Amy Goldman, as Chapter 7 Trustee for the bankruptcy estate of YKA Industries, Inc. ("***YKA***") (the "***Seller***"). Capitalized terms not otherwise defined in this Agreement are defined in Article VII of this Agreement.

Recitals

A. YKA filed a voluntary chapter 11 bankruptcy case in the United States Bankruptcy Court for the Central District of California, Case No.: 1:15-bk-11434-VK (the "***Case***").

B. Amy Goldman was appointed Chapter 11 Trustee.

C. The Case was converted to one under Chapter 7 and Amy Goldman is the duly appointed Chapter 7 Trustee ("***Trustee***").

D. The Buyer wishes to purchase YKA's interest in the personal property consisting of the following (collectively, the "***Sale Assets***"):

1. all unfinished products, including wood, hardware, paint, varnish and solvents and related items owned by Seller;

2. the phone number, fax number, URL addresses, trademarks, copyrights, intellectual property or know-how of all other kinds, customer lists, and website of Seller;

3. Dodge Ram 2500 Plate 8G54075 Vin # 3D7KR28C67G738907, mileage (148,271), needs transmission;

4. UD 1400 Nissan Truck Plate 5V08339, mileage (254,627);

5. 2002 Chev. Plate 21559D1 Vin # 1GBHC24U12E144797, has electrical problems;

6. 1990 Isuzu Plate 5G55163 Vin # JALB4B1H6L7002455, mileage (249,171), needs transmission;

7. 1994 GMC Plate 5H91742 Vin # 1GDT7H4J2RJ2RJ516096, mileage (160,026), has not been registered since 2008, key broken off in ignition;

8. 1993 Kenworth Plate 7X47204 Vin # 2XKDDE9X3PM930981, mileage (97,771), needs new tires, battery, electrical and engine;

9. 1998 Ford L7000 Plate 7A00750 Vin # 1FDNR72P9JVA15983, mileage (199,849);

10. 2000 Toyota P/U Plate 6E62133 Vin # 4TANL42N7YZ608422, mileage (241,544);

11. 2007 BIG TEX Trailer Plate on Registration 4JR7652 Vin # on Registration 16VPX142072H49186;

12. Cement Mixer;

13. 1 Dell Desktop, 1 ACER Desktop, 2 Brother fax machines, 1 Canon Copy Machine, 2 HP Laserjet Printer, 1 Canon Color printer.

14. Falcon Air, Compressor, Wood cart, Misc. wood, dust collector, Hendrickson panel saw, halsry wide belt sander, router table, Makita chop saw, bieselmeyer table saw, ritter drill press, ritter air clamp-model R-275, Edge bending tape, IDM edge Bender, Vorwook L110, Delta Dust Collector, Table Saw, Delta Band Saw, Powermatic Wood Shaper, Delta Press, Exterior Power Table Saw, BILM Minle Press, Hinges, Ritter Press, Ritter Sander, Wood Cart, misc. screws, slides, hinges, paint & stain, cabinets, sump pumps, compressor, table saw, chop saw, skill saw, 1 plainer, 1 minipress, 1 drill, 1 bending saw machine, 1 shaper, 3 tablesaws, 1 sanding machine, 3 industiral compressors, 3 vacuums, 1 panel saw, 1 edge bending, 1 edge foiler, 1 face frame maker, 2 jacksaw's, 1 forklift, 1 bench grinter, 4 portable jacksaw's, 3 portable compressors, 1 portable tablesaw.

15. All personal property chattel, negotiable instruments, and certficates of title for vehicles (not in Seller's possession) including pink slips for 1991 Dodge Plate 4G73233 Vin # 2B7J31Y3MK402183, 1988 Ford Plate 4K88510 Vin # 1FDNR72P9JVA15983, 1982 Mack Plate 5U45530, 1988 Isuzu Plate 4B19453.

E. Buyer has deposited Five Thousand Dollars ($5,000.00) as an earnest money deposit (the "***Earnest Money Deposit***"). Upon the later of: (1) the execution of this Agreement; and (2) the entry of the Order Approving the sale to Buyer pursuant to this Agreement and pursuant to Section 363 of the Bankruptcy Code ("***Sale Order***"), such Earnest Money Deposit shall become non-refundable in the event Buyer does not complete the purchase pursuant to the terms of this Agreement while Seller is ready, able, and willing to complete the terms of this Agreement to Buyer. If an alternate bidder is designated as a purchaser pursuant to the Sale Order, the Earnest Money Deposit shall be immediately refundable to Buyer, and transferred to Buyer's counsel within 7 days from the date the auction is concluded. Trustee agrees to use her best effort to file a Motion to approve this purchase agreement, and have it heard on regular notice before the Bankruptcy Court prior to September 15, 2015. The Trustee shall use reasonable efforts to prosecute the 363 Motion to conclusion.

F. Buyer shall remove the Sale Assets from the premises located at 8848 Bradley Street, Sun Valley, Los Angeles, California 91352 within seven (7) days of closing. Buyer shall remove the Sale Assets from the premises located at 6103 Tyrone Avenue, Van Nuys, California

91401 within seven (7) days of Closing, or make arrangements with the landlord to allow the Sale Assets to remain on the premises. Any Sale Assets not removed by Buyer from 8848 Bradley Street, Sun Valley, Los Angeles California 91352 at Buyer's expense, as set forth above, will be deemed abandoned and may be disposed of by Trustee as Trustee deems fit, including, but not limited to, donating the items to charity or have them destroyed or taken to the dump. Any Sale Assets not removed by Buyer from 6103 Tyrone Avenue, Van Nuys, California or allowed to remain on premises in accordance with Landlord's permission, will be deemed abandoned to the Debtor, and will no longer be assets of the bankruptcy estate and may be disposed of by Debtor with Landlord's permission.

G. Buyer desires to purchase, and Seller desires to sell, the Sale Assets as is, where is, without any guaranty or warranty for the total sum of Twenty Thousand Dollars ($20,000.00) cash.

Agreement

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and the representations, warranties, covenants and agreements contained herein, the parties hereby agree as follows:

ARTICLE I
SALE AND PURCHASE OF ASSETS

1.1. Sale and Purchase of Assets. On the terms and subject to the conditions of this Agreement, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept delivery of the Sale Assets, as is, where is, without any warranty or guaranty. The Sale Assets will be sold free and clear of the liens of the Internal Revenue Service and the Franchise Tax Board, and all claims of the Bankruptcy estate.

1.2. Purchase Price. Subject to the terms and conditions of this Agreement, Buyer agrees to Pay Seller at the Closing the following: (i) Twenty Thousand Dollars ($20,000.00) ("***Purchase Price***"); less (ii) Five Thousand Dollars ($5,000.00) Earnest Money Deposit paid and which will be applied to the Purchase Price at the Closing.

ARTICLE II
CONDITIONS TO THE SELLER'S AND BUYER'S OBLIGATIONS

2.1. Conditions to Obligations of Both Parties. The following are conditions to the obligations of both the Seller and the Buyer. In the event that these conditions are not satisfied, this Agreement shall be deemed terminated and void. In such event, Seller shall immediately release to Buyer the Earnest Money Deposit.

(a) Court Approval. The Bankruptcy Court shall have entered the Sale Order pursuant to §§ 363 and 365 of the Bankruptcy Code approving Seller's sale of the Sale Assets to Buyer.

(b) Sale Order. The Sale Order deeming Buyer the successful high bid shall have been entered in the Bankruptcy Case, and shall not have been stayed or enjoined by any order of a court with jurisdiction to do so as of the Closing.

(c) Overbid Procedure. The sale may be subject to overbid. The initial overbid must be in an amount of no less than $25,000. Buyer shall have the right, but not the obligation, to submit an overbid in response to any initial overbid or subsequent overbids. Any party interested in making an overbid must qualify by providing evidence satisfactory to Seller of its financial ability to consummate a sale, delivering to Seller's counsel a cashier's or certified check for $10,000.00 prior to the hearing.

2.2. Conditions to Obligations of Buyer. The obligations of Buyer to carry out the transactions contemplated by this Agreement are subject to the Bankruptcy Court having entered a Sale Order which shall not have been stayed or enjoined by any order of a court with jurisdiction to do so as of the Closing. The Sale Order shall be consistent in all material respects with this Agreement.

ARTICLE III
CLOSING

3.1. Closing. Subject to the conditions set forth above, the closing of the transactions contemplated hereby (the "***Closing***") shall occur two (2) days from the date of the entry of the Sale Order (the "***Closing Date***").

3.2. Seller Deliverables. At the Closing, Seller shall deliver, or cause to be delivered, to Buyer any Conveyance Documents to be executed by Seller.

3.3. Buyer Deliverables. At the Closing, Buyer shall deliver, or cause to be delivered, to the Seller the Purchase Price, and the Conveyance Documents to be executed by Buyer.

ARTICLE IV
POST-CLOSING OBLIGATIONS

4.1. Further Assurances. Following the Closing, Seller and Buyer shall execute and deliver such documents, and take such other action as shall be reasonably requested by the other party hereto to carry out the transactions contemplated by this Agreement.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer that:

5.1. Authority, Approval and Enforceability. This Agreement has been duly executed and delivered by Seller and Seller has all requisite power and legal capacity to execute and deliver this Agreement and (i) to execute and deliver all Conveyance Documents; and (ii) to consummate the transactions contemplated hereby. Subject to Bankruptcy Court approval, this Agreement and each Conveyance Document to which Seller is a party constitutes, or upon execution and delivery will constitute, the legal, valid and binding obligation of Seller,

enforceable in accordance with its terms. To the knowledge of Seller, the execution, delivery and performance of this Agreement by Seller does not breach any material agreement applicable to Seller.

5.2. Title to Assets. Seller is selling the interest of the bankruptcy estate in the Sale Assets, and has full power and authority to transfer such interest to Buyer pursuant to Section 363 of the Bankruptcy Code subject only to approval by the Bankruptcy Court.

5.3. Good Faith and Full Disclosure. Prior to Bankruptcy Court approval of the Sale Motion, Seller will have disclosed to the Bankruptcy Court all material facts known by Seller relating to this Agreement. To Seller's knowledge as of the date of this Agreement there is no known basis for the Bankruptcy Court's refusal to approve this Agreement or for the § 363 sale to be reversed or modified. As disclosed in this Agreement, an insider and former principal officer of the Debtor, Andrew Krayndler, is a shareholder, director, and officer of the Buyer.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller that:

6.1. Qualification. Andrew Krayndler is the principal of the Buyer and is an individual who worked with the stockholder and former manager, Joseph Krayndler, for the Seller, and for the last three years, worked as manager for the Seller. Buyer is the son of Joseph Krayndler. Joseph Krayndler is deceased. He has an estate being administered by Erika Krayndler, his widow. The Joseph Krayndler estate asserts an ownership interest in 6103 Tyrone Avenue, Van Nuys.

6.2. Authority, Approval and Enforceability. This Agreement has been duly executed and delivered by Buyer and Buyer has all requisite power and legal capacity to execute and deliver this Agreement and all Conveyance Documents executed and delivered or to be executed and delivered by Buyer in connection with the transactions provided for hereby, to consummate the transactions contemplated hereby and by the Conveyance Documents, and to perform its obligations hereunder and under the Conveyance Documents, including, without limitation, the ability to fund the Purchase Price as set forth herein. The execution and delivery of this Agreement and the Conveyance Documents and the performance of the transactions contemplated hereby and thereby have been duly and validly authorized and approved by all action necessary on behalf of Buyer. This Agreement and each Conveyance Document to which Buyer is a party constitutes, or upon execution and delivery will constitute, the legal, valid and binding obligation of Buyer, enforceable in accordance with its terms.

6.3. Good Faith and Full Disclosure. Prior to Bankruptcy Court approval of this Agreement and the § 363 sale, Buyer and Seller will have disclosed to the Bankruptcy Court all material facts relating to this Agreement. There is no collusion pertaining to this Agreement and the § 363 sale. Buyer is and will remain a good faith purchaser within the meaning of 11 U.S.C. § 363(m). Buyer has and will have no agreements, understandings or contracts with, and has not had and will not have any negotiations with, any other bidder at the § 363 sale. To the best of

Buyer's knowledge, there is no basis for the Bankruptcy Court's refusal to approve this Agreement or for the § 363 sale to be reversed or modified.

6.4. Condition of Sale Assets. Buyer's principal, Andrew Krayndler, based on his active involvement with Seller, is familiar with the items being acquired by him and the condition thereof. Buyer's principal, Andrew Krayndler, on behalf of Debtor, has assisted Trustee in determining that the Sale Assets are assets in which the bankruptcy estate has an interest and has provided information to Seller regarding the condition of the Sale Assets as set forth under Recitals above.

ARTICLE VII
DEFINITIONS

Capitalized terms used in this Agreement are used as defined in this Article IX or elsewhere in this Agreement.

"***Agreement***" This term shall mean this Asset Purchase Agreement, as from time to time amended, restated or replaced.

"***Bankruptcy Court***" This term shall refer to the United States Bankruptcy Court for the Central District of California.

"***Person***" This term shall mean any individual, partnership, joint venture, firm, corporation, association, limited liability company, trust or other enterprise or any governmental or political subdivision or any agency, department or instrumentality thereof.

"***Sale Order***" This term shall refer to the Order approving the sale of the Sale Assets.

ARTICLE VIII
MISCELLANEOUS

8.1 Termination. This Agreement may be terminated at any time prior to Closing by

(a) the mutual written consent of the Seller and Buyer;;

(b) either the Buyer or the Purchaser, if the other Party shall have breached or failed to perform in any material respect any of its respective representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (i) would give rise to the failure of a condition set forth in this Agreement, and (ii) cannot be or has not been cured within ten (10) days after the giving of written notice to the breaching Party, as applicable;

(d) either the Seller or the Buyer in the event that any Order permanently restrains, enjoins or otherwise prohibits or makes illegal the consummation of the transactions contemplated hereby, upon notification of the non-terminating Party by the terminating Party;

(e) Buyer, at any time after the close of the Auction provided for in Section 2.1 if the Seller does not select this Agreement as the winning bid at such Auction; and

(f) Buyer, if at any time the Bankruptcy Court enters an Order authorizing the sale to any Person, other than Purchaser, of all or substantially all of the Property.

8.2 Costs and Expenses. Each of the parties to this Agreement shall bear its own expenses incurred in connection with the negotiation, preparation, execution and closing of this Agreement and the transactions contemplated hereby.

8.3 Notices. Any notice, request, instruction, correspondence or other document to be given hereunder by any party hereto to another (herein collectively called "***Notice***") shall be in writing and delivered personally or mailed by registered or certified mail, postage prepaid and return receipt requested, and by email, as follows:

IF TO BUYER:

Andrew Krayndler, Chief Executive Officer
LNA Builders, Inc.
c/o Pierre J. Rodnunsky
5959 Topanga Canyon
Blvd Ste #220
Woodland Hills, CA 91367
Email: drew krayndler
[drewkrayndler@yahoo.com]

IF TO SELLER:

Amy Goldman, Chapter 7 Trustee
633 West 5th Street, Suite 4000
Los Angeles, CA 90071
Email: gabriela.garcia@lewisbrisbois.com and
amy.goldman@lewisbrisbois.com

With Copies to:

Blake J. Lindemann, Esq.
433 N. Camden Drive, 4th Floor
Beverly Hills, CA 90210
Email: blake@lawbl.com

With Copies to:

Annie Verdries
Lewis Brisbois Bisgaard & Smith LLP
650 Town Center Drive, Suite 1400
Costa Mesa, CA 92626
Email: annie.verdries@lewisbrisbois.com

Each of the above addresses for notice purposes may be changed by providing appropriate notice hereunder. Notice given by personal delivery or registered mail shall be effective upon actual receipt. Notice given by telecopier shall be deemed

effective two (2) business days after it is sent. Notice by mail is deemed effective three (3) business days after it is deposited in the U.S. Mail. All Notices by telecopier shall be confirmed by the sender thereof promptly after transmission in writing by registered mail or personal delivery. Anything to the contrary contained herein notwithstanding, notices to any party hereto shall not be deemed effective with respect to such party until such Notice would, but for this sentence, be effective both as to such party and as to all other persons to whom copies are provided above to be given.

8.4 Governing Law. This Agreement will be interpreted in accordance with the laws of the State of California and the Bankruptcy Code and Applicable Federal Rules of Bankruptcy Procedure.

8.5 Survival. Any provision of this Agreement which contemplates performance or the existence of obligations after the Closing Date, and any and all representations and warranties set forth in this Agreement, shall not be deemed to be merged into or waived by the execution and delivery of the instruments executed at the Closing, but shall expressly survive the Closing and shall be binding upon the party or parties obligated thereby in accordance with the terms of this Agreement and to pay the Purchase Price under Article I of this Agreement shall survive until paid.

8.6 Retention of Jurisdiction by Bankruptcy Court. This Agreement shall be subject to the jurisdiction of the Bankruptcy Court. The Bankruptcy Court shall retain jurisdiction to hear and determine any disputes regarding this Agreement or to enforce the terms of this Agreement.

8.7 Entire Agreement; Amendments and Waivers. This Agreement, together with all attachments hereto, the Sale Order, and any other orders of the Bankruptcy Court, constitute the entire agreement between and among the parties hereto pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein or contemplated hereby. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

8.8 Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns; but neither this Agreement nor any of the rights, benefits or obligations hereunder shall be assigned, by operation of law or otherwise, by any party hereto without the prior written consent of the other party. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties hereto and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.

8.9 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures by scanned and e-mailed image or facsimile transmission shall have the same force and effect as original signatures. Photocopies, scanned and e-mailed images and facsimile copies of such signed counterparts may be used in lieu of the originals for any reason.

8.10 References and Construction.

8.10.1 Whenever required by the context, and as used in this Agreement, the singular number shall include the plural and pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identification of the person may require. References to monetary amounts, specific named statutes and generally accepted accounting principles are intended to be and shall be construed as references to United States dollars, statutes of the United States of the stated name and United States generally accepted accounting principles, respectively, unless the context otherwise requires.

8.10.2 The provisions of this Agreement shall be construed according to their fair meaning and neither for nor against any party hereto irrespective of which party caused such provisions to be drafted. Each of the parties acknowledge that it has been represented by an attorney in connection with the preparation and execution of this Agreement.

8.11 Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys, fees and costs.

SIGNATURES CONTAINED ON FOLLOWING PAGE

EXECUTED as of the date first written above.

BUYER:

LNA BUILDERS, INC.

By: _____
Andrew Krayndler
Title: Chief Executive Officer

SELLER:

Amy Goldman, Chapter 7 Trustee for the bankruptcy estate of YKA Industries, Inc.

By _____
Amy Goldman