

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Jason M. Rund Chapter 7 Trustee 270 Coral Circle El Segundo, California 90245 Telephone: (310) 640-1200 Facsimile: (310) 640-0200 Email: jrund@srlawyers.com <input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION	
In re: American Youth Symphony, Inc., Debtor(s).	CASE NO.: 2:24-bk-12576-BB CHAPTER: 7 NOTICE OF SALE OF ESTATE PROPERTY

Sale Date:	Time:
Location: No hearing required unless requested per Local Bankruptcy Rule 9013-1(o)	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** 09/13/2024

Description of property to be sold: Fox Model 900 Contrabassoon as set forth in Asset Purchase Agreement attached hereto.

Terms and conditions of sale: The sale is on an "as-is, where is" basis, without warranties, representations, or recourse subject to the Bankruptcy Court approval and overbid. Please refer to the attached Asset Purchase Agreement for a complete list of the terms and conditons governing the sale proposed herein.

Proposed sale price: \$ 18,500.00

Overbid procedure (if any): Please refer to Section IV of the Motion for Order Authorizing Sale, docket number 16, which can be obtained by emailing jrund@srlawyers.com.

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

Not applicable.

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

Jason M. Rund
Chapter 7 Trustee
270 Coral Circle
El Segundo, California 90245
Telephone: (310) 640-1200
Facsimile: (310) 640-0200
Email: jrund@srlawyers.com

Date: 08/27/2024

ASSET PURCHASE AGREEMENT

PARTIES: The parties to this Asset Purchase Agreement (“Agreement”) are The Mighty Quinn Brass and Winds, a corporation (hereafter referred to as the “Buyer”), and Jason M. Rund, solely in his capacity as the Chapter 7 Trustee for the bankruptcy estate of American Youth Symphony, Inc. (hereafter referred to as the “Trustee”).

1. RECITALS: This Agreement is made with reference to the following facts:

a. On April 3, 2024, the Debtor, American Youth Symphony, Inc., filed a petition to be a voluntary debtor under Chapter 7 of the Bankruptcy Code (“Petition Date”). The case is pending before the United States Bankruptcy Court for the Central District of California (the “Court”) and is titled American Youth Symphony, Inc., Case No. 2:24-12576-BB.

b. On the Petition Date, assets of the bankruptcy estate included an interest in the following asset: Fox Model 900 Contrabassoon, serial number 13 (the “Contrabassoon”).

c. Subject to Court approval, the Trustee wishes to sell to the Buyer and the Buyer wishes to purchase the Trustee’s rights, title and interest, if any, in Contrabassoon for \$18,500.00.

2. DESCRIPTION OF PROPERTY TO BE SOLD: The bankruptcy estate’s right, title and interest, if any, in the Contrabassoon.

3. PAYMENT: The Buyer shall pay the sum of \$18,500.00 made payable to “Bankruptcy estate of American Youth Symphony, Inc.” (the “Payment”) and deliver it to the Jason M. Rund, Chapter 7 Trustee at 270 Coral Circle, El Segundo, CA 90245 upon execution on or before August 30, 2024.

4. APPROVAL BY THE COURT: The effectiveness of this Agreement shall be subject to the Court’s approval. The Trustee shall file a motion for an order approving this Agreement. If this Agreement is not approved, the Trustee shall refund any funds paid by Buyer. This sale is subject to higher and better bids, if any, at the time the court approves the sale.

5. REPRESENTATIONS: The Trustee’s sale of Contrabassoon shall be on an “as is” basis, without any warranties, representations or recourse. The Trustee and the bankruptcy estate shall not be responsible for any costs or fees in connection with the Contrabassoon. Buyer shall pay all shipping costs by providing Trustee with a prepaid FedEx label.

6. TERMINATION OF AGREEMENT: If the Trustee has not received the executed Agreement and the Payment by August 30, 2024 or the Court refuses to approve this Agreement, then the parties agree that this Agreement shall terminate and be of no further force or effect.

7. MISCELLANEOUS:

a. The bankruptcy court shall retain exclusive jurisdiction over any dispute that arises from this Agreement. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

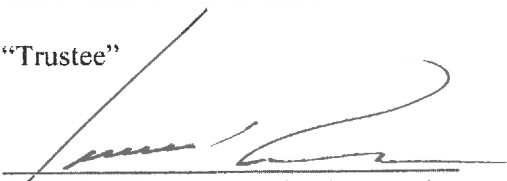
b. This Agreement is the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing.

c. Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party.


d. This Agreement may be executed in counterparts (including facsimiles or PDF), and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties.

This Agreement, consisting of two pages, is made and entered into on and as of August 21, 2024 in the State of California and is effective as of this date.

"Trustee"


Jason M. Rund, solely in his capacity
as Chapter 7 Trustee of the bankruptcy of
American Youth Symphony, Inc.

"Buyer"


The Mighty Quinn Brass and Winds
By: Matt Stoecker, CEO

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:
270 Coral Circle, El Segundo, CA 90245

A true and correct copy of the foregoing document entitled: **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 *(date)* 08/27/2024, 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:

United States Trustee (LA), ustpregion16.la.ecf@usdoj.gov
Counsel for Debtor: Eric Bensamochan eric@eblawfirm.us

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On *(date)* 08/27/2024, 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: American Youth Symphony, Inc., 841 Apollo St., Suite 344, El Segundo, CA 90245

☒ 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 *(date)* _____, 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.

☐ 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.

08/27/2024
Date

Laura Gitnick
Printed Name

/s/ Laura Gitnick
Signature