

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>JOHN-PATRICK M. FRITZ (State Bar No. 245240) CARMELA T. PAGAY (State Bar No. 195603) LEVENE, NEALE, BENDER, YOO & GOLUBCHIK L.L.P. 2818 La Cienega Avenue Los Angeles, California 90034 Telephone: (310) 229-1234 Facsimile: (310) 229-1244 Email: JPF@LNBYG.COM; CTP@LNBYG.COM</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtor in Possession</p>	<p>FOR COURT USE ONLY</p>
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

<p>In re:</p> <p>TuffStuff Fitness International, Inc.,</p> <p style="text-align: center;">Debtor and Debtor in Possession.</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 8:23-bk-11905-TA CHAPTER: 11</p> <p style="text-align: center;">Amended NOTICE OF SALE OF ESTATE PROPERTY</p>
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<p>Sale Date: 05/31/2024</p>	<p>Time: 10:00 am</p>
<p>Location: Zoom at: Levene Neale Bender Yoo & Golubchik LLP, 2818 La Cienega Avenue, Los Angeles, CA 90034</p>	

Type of Sale: Public Private **Last date to file objections:** To Be Determined

Description of property to be sold: Substantially all assets of Debtor

Terms and conditions of sale: see attached form Asset Purchase Agreement

Proposed sale price: To Be Determined

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

Overbid procedure (if any): See attached sale procedures

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

Hearing on motion to approve sale free and clear of liens, claims encumbrances, and other interests will be set no later than 30 days after the auction takes place.

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

Richard M. Reyes, Jr. rreyes@tuffstufffitness.com, 818-930-2270

Michael N. Flynn, Michael.Flynn@riveron.com, 817.681.8860
324 South Beverly Drive #402 Los Angeles, CA 90212

John-Patrick M. Fritz, Esq., JPF@LNBYG.COM, 310-229-3395
Levene Neale Bender Yoo & Golubchik LLP, 2818 La Cienega Avenue, Los Angeles, CA 90034

Date: 05/23/2024

EXHIBIT "1"

1 JOHN-PATRICK M. FRITZ (State Bar No. 245240)
2 CARMELA T. PAGAY (State Bar No. 195603)
3 LEVENE, NEALE, BENDER,
4 YOO & GOLUBCHIK L.L.P.
5 2818 La Cienega Avenue
6 Los Angeles, California 90034
7 Telephone: (310) 229-1234
8 Facsimile: (310) 229-1244
9 Email: JPF@LNBYG.COM; CTP@LNBYG.COM

10 Attorneys for Chapter 11
11 Debtor and Debtor in Possession

12 **UNITED STATES BANKRUPTCY COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14 **SANTA ANA DIVISION**

15 In re:) Case No.: 8:23-bk-11905-TA
16)
17 TuffStuff Fitness International, Inc.,) Chapter 11 Case
18) Subchapter V
19 Debtor and Debtor in Possession.)
20) **NOTICE OF COURT APPROVED**
21) **SALE PROCEDURES FOR SALE OF**
22) **DEBTOR’S ASSETS FREE AND**
23) **CLEAR OF ALL LIENS, CLAIMS,**
24) **ENCUMBRANCES AND OTHER**
25) **INTERESTS PURSUANT TO 11 U.S.C. §**
26) **363**
27)
28)

29 **PLEASE TAKE NOTICE** that on April 24, 2024, the Court entered its *Order: (I)*
30 *Establishing Sale Procedures for Sale of Debtor’s Assets Free and Clear of All Liens, Claims*
31 *Encumbrances and Other Interests Pursuant to 11 U.S.C. § 363; and (II) Related Relief* (the
32 *“Order”*) [Doc. No. 191] approving the following sale procedures set forth in the *Motion for*
33 *Order: (I) Establishing Sale Procedures for Sale of Debtor’s Assets Free and Clear of All Liens,*
34 *Claims Encumbrances and Other Interests Pursuant to 11 U.S.C. § 363; and (II) Related Relief*
35 (the *“Motion”*) [Doc. No. 174] filed by TuffStuff Fitness International, Inc., a California
36 corporation (the *“Debtor”*), the debtor and debtor in possession in the above-captioned, chapter

1 11 bankruptcy case. On May 22, 2024, the Court entered an order amending the sale procedures.
2 [Doc. No. 212].

3 **COURT-APPROVED SALE PROCEDURES**

4 A. Auction: The assets will be offered at auction on May 31, 2024, commencing
5 at 10:00 a.m. Pacific Standard Time, at Levene, Neale, Bender, Yoo & Golubchik L.L.P.,
6 2818 La Cienega Avenue, Los Angeles, CA 90034. The auction will be conducted by Zoom
7 video conference, and the video link will be sent to Qualifying Bidders, as defined below. In
8 the event of a change in the time or location of the Auction, the Debtor will use its reasonable
9 best efforts to notify all Qualifying Bidders who have timely submitted Qualifying Bids by the
10 Auction Deadline (as such terms are defined below).

11 B. Bidding Process: The Debtor shall consider qualified bids for the
12 assets ("Qualifying Bids") at the Auction, but shall not consider proposed bids that are not
13 Qualifying Bids. In order for a proposed bid to be deemed a Qualifying Bid, a proposed bid
14 must meet each of the criteria set forth in the following subparagraphs 1 through 3:

15 1. Timing. Bids are due and must actually be received by the
16 Debtor no later than 6:00 p.m. Pacific Standard Time on May 28, 2024 (the "Bid Deadline").
17 Bids shall be submitted in writing by electronic mail to (i) Richard M. Reyes, Jr.
18 reyes@tuffstufffitness.com; (ii) Michael N. Flynn, Michael.Flynn@riveron.com; and (iii)
19 John-Patrick M. Fritz, Esq., JPF@LNBYG.COM.

20 2. Form and content of bid and related requirements: Each
21 potential bidder (a "Potential Bidder") must deliver to the Debtor the following: (i) an
22 executed asset purchase agreement in substantially the same form as the Asset Purchase
23 Agreement attached as **Exhibit 2** to the Motion (the "Form APA"); (ii) a deposit in an amount
24 equal to 10% of the Potential Bidder's opening bid to the Debtor's counsels' escrow account
25 in the form of wired funds; (iii) financial statements showing that the Potential Bidder has
26 ample and present ability to fulfill its obligations pursuant to the Form APA; (iv) assigned
27 statement acknowledging that the sale of the assets is as-is, where-is, with no due diligence
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1 contingencies or financing contingencies of any kind whatsoever; and (v) a signed statement
2 acknowledging the prohibition against collusive bidding.

3 A “Bid” is an asset purchase agreement in substantially the same form as the
4 Form APA from a Potential Bidder stating that: (i) the Potential Bidder offers to purchase the
5 assets upon the same or better terms and conditions as set forth in the Form APA, clearly
6 marked to show any and all amendments and modification to the Form APA, including, but
7 not limited to, purchase price and contact information of the Potential Bidder; (ii) the Potential
8 Bidder agrees to purchase the assets for at least the Minimum Bid Amount relating to the
9 assets; (iii) the Potential Bidder is prepared to enter into and consummate the transaction by
10 the Closing Date; and (iv) the offer is irrevocable until the later of (a) the Auction has taken
11 place and it not selected as either the Successful Bidder or Back-Up Bidder, in which case the
12 Deposit will be refunded unless otherwise forfeited as a result of a breach, or (b) a sale of the
13 assets has been consummated to another Successful Bidder or Back-Up Bidder.

14 3. Qualified Bidder: A “Qualified Bidder” is a Potential Bidder that
15 submits a Qualified Bid and, in the Debtor’s reasonable discretion, is determined to have
16 demonstrated the financial capability to consummate the purchase of the assets that is the
17 subject of its Qualified Bid.

18 C. Qualification and Disqualification of Bids: If the Debtor determines
19 that a Potential Bidder is not a Qualified Bidder, the Debtor will return the Deposit to the
20 Potential Bidder within a period of five (5) business days of such determination.

21 D. Auction If Qualifying Bids: If the Debtor determines that there is one
22 or more Qualifying Bid, the Debtor shall hold an Auction. The minimum bids shall be the
23 amount set forth in each Potential Bidder’s opening bid and at least \$100,000.00 (each, a
24 “Minimum Bid Amount”). The Debtor, in its reasonable business judgment, reserves its right
25 to refuse any Minimum Bid Amount that is not reasonably equivalent value for the assets and
26 that does not justify the administrative expense of conducting the process of the Auction.

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1 1. Assuming Qualified Bidders have submitted separate
2 Qualifying Bids for less than all of the assets, Debtor will conduct an Auction and no final bid
3 will be accepted until the entire Auction is complete.

4 2. At the Auction, bidding will begin at the applicable Minimum
5 Bid Amount or such higher amount that a Qualified Bidder may bid prior to the Auction. All
6 subsequent offers must exceed such amount by not less than \$50,000. Qualified Bidders may
7 bid in increments higher than \$50,000 – but all denominations shall be consistent with the
8 incremental amounts (i.e. an overbid of \$100,000 (2 * \$50,000) is acceptable, but an overbid
9 of \$75,000 is not acceptable). Bidding at the Auction shall continue until such time as the
10 highest and best bid is determined. The Debtor reserves the right to change the Minimum Bid
11 Amount at Auction in its reasonable business judgment based on the circumstances of the
12 Auction at the time.

13 3. The Auction will be conducted as follows: (i) Qualified Bidders
14 and/or their representatives may make a bid at the Auction in person (or by zoom
15 videoconference) with bidding starting at the amount of the Minimum Bid Amount or the
16 highest Qualifying Bid received for the assets; (ii) a certified shorthand reporter may be
17 present to create a record of the Auction; (iii) the Auction will be an open bid process, with all
18 bids stated orally and on the record; (iv) the Debtor may recess the Auction at any time; and
19 (v) Qualified Bidders may ask for a reasonable time for a recess during the bidding, which
20 requests the Debtor may grant in its discretion.

21 E. Selection of Winning Bid: Upon completion of the Auction, the
22 Debtor, in its discretion, shall select the Qualifying Bid that will maximize the value of the
23 assets, and is in the best interest of the Debtor, its bankruptcy estate and its creditors (the
24 “Successful Bid”). The Debtor will then submit the Successful Bid for approval by the
25 Bankruptcy Court to be heard on regular 21-day notice and no more than 30 days after the
26 conclusion of the Auction. The Deposit for a Qualified Bidder that submitted the Successful
27 Bid will be non-refundable upon the conclusion of the Auction. Upon the failure to
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1 consummate a sale because of a breach or failure on the part of a Qualified Bidder who
2 submitted the Successful Bid, the Debtor may select in its business judgment the next highest
3 or otherwise best Qualified Bidder to be the Successful Bidder as approved in a final sale
4 order, without further order of the Bankruptcy Court.

5 F. Back-up Bidders: At the conclusion of the Auction, the Debtor may
6 designate a “Back-up Bidder” or multiple Back-up Bidders. If a Back-up Bidder is selected,
7 such Back-up Bidder’s Deposit shall be released upon the later to occur of (a) the closing of a
8 transaction with the Successful Bidder, or other Back-up Bidder; or (b) thirty (30) days after
9 the entry of a final sale order. If the Successful Bidder does not close the transaction, then the
10 Back-up Bidder’s Deposit shall be non-refundable and the Debtor shall close the transaction
11 upon the terms of the Back-up Bidder’s last and highest bid at the Auction.

12 G. Closing: The closing of a sale to the Successful Bidder (the
13 “Closing”) shall be held in the office of counsel for the Debtor, or such other location as is
14 agreed to by the parties, no later than fifteen (15) days following the final sale order becoming
15 final and no longer appealable.

16 Dated: May 23, 2024

TuffStuff Fitness International, Inc.

17 By: /s/ John-Patrick M. Fritz
18 JOHN-PATRICK M. FRITZ
19 CARMELA T. PAGAY
20 LEVENE, NEALE, BENDER,
21 YOO & GOLUBCHIK L.L.P.
22 Attorneys for Chapter 11
23 Debtor and Debtor in Possession
24
25
26
27
28

EXHIBIT "2"

April 10, 2024

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement” or “APA”) is entered into by and between _____, (the “Purchaser”), and TuffStuff Fitness International, Inc., a Delaware corporation (the “Seller” or “Debtor”) (collectively, the “Parties” and each, a “Party”), as of _____, 2024, and is made with respect to the following facts:

RECITALS

A. On September 18, 2023, Debtor filed a voluntary petition under Subchapter V of Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), commencing the bankruptcy case *In re TuffStuff Fitness International, Inc.*, Case No. 8:23-bk-11905-TA (the “Bankruptcy Case”) in the United States Bankruptcy Court for the Central District of California, (the “Bankruptcy Court”), thereby creating an estate comprised of all legal or equitable interests of the Debtor in property as of the commencement of the Bankruptcy Case (the “Estate”).

B. On April 24, 2024, the Bankruptcy Court entered its Order: (I) Establishing Sale Procedures for Sale of Debtor’s Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests Pursuant to 11 U.S.C. § 363; and (II) Related Relief [Doc. 191] (“Procedures Order”), approving Debtor’s Motion for Order: (I) Establishing Sale Procedures for Sale of Debtor’s Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests Pursuant to 11 U.S.C. § 363; and (II) Related Relief [Doc. 174] (“Procedures Motion”).

C. On _____, 2024, the Debtor filed its Motion to Sell Substantially All of Its Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests [Doc. ____] (“Sales Motion”) seeking entry of an order authorizing the Debtor to consummate a transaction with the Purchaser chose at auction, or, alternatively, the highest back-up bidder chosen at an auction as set forth in the Procedures Motion and Sale Motion.

D. Subject to the terms and conditions of this Agreement, Purchaser wishes to purchase as a “going concern” purchaser, and Seller has agreed to sell, assign and transfer all of Seller’s right, title and interest in and to substantially all of the Seller’s assets (the “Assets”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Bankruptcy Court Approval. This Agreement shall not be deemed effective unless and until the Bankruptcy Court enters an order, reasonably acceptable to Purchaser (the “Sale Order”), approving this Agreement without material modification pursuant to Section 363 of the Bankruptcy Code, and the Sale Order becomes a Final Order (as defined below). If the Bankruptcy Court denies the motion seeking approval of this Agreement or approves this Agreement subject to material modifications or enters a Sale Order that is not reasonably acceptable to Purchaser or does not contain a finding that Purchaser or its designee is a good faith purchaser entitled to the protections of section 363(m) of the Bankruptcy Code, this Agreement shall be deemed null, void *ab initio*, and unenforceable, unless the Parties both agree in writing to proceed forward under this Agreement despite the material modifications. The date on which

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the Sale Order becomes a Final Order may be referred to hereinafter as the “Effective Date.” Unless stayed, the Sale Order shall be deemed a “Final Order” fifteen (15) calendar days after its entry, or on such earlier date after its entry as the Sale Order may provide or the Parties agree.

2. Asset Acquisition and Assignment. Subject to the terms contained herein, the Debtor agrees to sell, convey, assign and hypothecate on an AS IS, WHERE IS basis, without any representations or warranties, except as expressly set forth herein, and free and clear of any and all liens, claims, interests, and encumbrances to the fullest extent permitted under section 363(f) of the Bankruptcy Code, to the Purchaser (or its Permitted Assignee) for the consideration provided herein, any and all of the right, title and interest the Debtor and the Debtor’s Estate has in the Assets, in accordance with, and with all protections afforded by, sections 363 and 365 of the Bankruptcy Code, except for the Excluded Assets and Interests (defined *infra*), as follows:

- a. All industrial equipment and office equipment, including without limitation the equipment and other items identified on Schedule A hereto, and all associated manuals and tooling, rolling stock, racking and rolling cabinets, steel tables, tool room equipment, supplies and all other and various support equipment whether or not specifically listed to whatever extent they are the tangible personal property of the Debtor and in the possession of the Debtor (the “Equipment”).
- b. Inventory, including without limitation all raw materials, components, supplies, work in progress and finished goods or products, subject to any inventory fluctuations occurring in the ordinary course through the Closing Date¹ (the “Inventory”).
- c. All Debtor owned Intellectual property, including without limitation the intellectual property identified on Schedule B hereto, and all trademarks, service marks, marks, patents, copyrights, trade secrets, know-how, processes, methods, industrial designs and designs whether or not specifically listed, as well as any associated good will of the Debtor’s business (the “Intellectual Property”).
- d. Executory contracts and unexpired leases to be identified by Purchaser on or before the day before the Closing Date for assumption and assignment as of the Closing Date, and to be appended by the Closing Date as Schedule C hereto (the “Designated Contracts”).
- e. Accounts receivable of the Debtor (the “Accounts Receivable”).
- f. The Debtor’s books and records, including customer lists, which, for clarification purposes only, does not include any consumer records (the “Books and Records”).

3. Excluded Assets and Interests. Notwithstanding anything stated in this Agreement,

¹ Capitalized terms shall have the meanings ascribed to them in this Agreement whether where first used or elsewhere.

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the following property, assets, possessions, rights and interests are expressly excluded from the Assets (the “Excluded Assets and Interests”), all of which will be retained by the Debtor:

- a. [To be identified by Qualified Bidder].
- b. Any non-Debtor owned intellectual property in the possession of the Debtor, including but not limited to, trademarks, service marks, marks, patents, copyrights, trade secrets, processes, and designs.
- c. Any cash-on-hand of the Debtor.
- d. Personal effects and belongings of all employees of the Debtor.

4. Overbid and Auction. The sale of the Assets to the Purchaser pursuant to this Agreement (the “Sale”) shall be subject to auction (the “Auction”) and sale procedures set forth in the Procedures Order. The Auction shall take place prior to the hearing on the Sale Motion (the “Sale Hearing”).

5. Consideration. As consideration for the sale, conveyance, assignment and/or hypothecation of the Assets by the Seller to the Purchaser, the Purchaser shall pay [TBC] and zero cents (\$X) (the “Purchase Price”) as follows:

Deposit. On or before May 15, 2024, the Purchaser shall pay the sum of 10% (the “Deposit”) of the Purchase Price via wire transfer to counsel for the Debtor, Levene, Neale, Bender, Yoo & Golubchik L.L.P., for the benefit of Debtor.

Payment shall be deemed made upon receipt. In the event this Agreement is terminated in accordance with Paragraph 10, *infra*, or the Purchaser is not the ultimate purchaser of the Assets, the Purchaser shall be entitled to the return of the Deposit in accordance with the terms set forth in the Procedures Motion and Procedures Order.

- a. **Residual Payment.** On the Closing Date, the Purchaser shall pay the balance of the Purchase Price plus any adjustments required by the results of the Auction, less the Deposit via wire transfer to counsel for the Debtor, Levene, Neale, Bender, Yoo & Golubchik L.L.P., for the benefit of Debtor.
- b. **Purchase Price Allocation.** Purchaser may elect, in its sole and absolute discretion, to allocate the Purchase Price amongst one or more of the Assets.

6. Sale Procedures. The Debtor has obtained approval of the following procedures for the Auction:

- a. **Due Diligence and Confidentiality.** Any interested party may, at their option, execute an NDA obtainable from Riveron RTS, LLC (“RTS”) and arrange for access to the data room (“Data Room”). Parties are encouraged to immediately contact Michael N. Flynn at RTS:

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Michael N. Flynn
Michael.Flynn@riveron.com
C: 817.681.8860

- b. **Auction:** The assets will be offered at auction on May 17, 2024, commencing at 10:00 a.m. Pacific Standard Time, at Levene, Neale, Bender, Yoo & Golubchik L.L.P., 2818 La Cienega Avenue, Los Angeles, CA 90034. The auction will be conducted by Zoom video conference, and the video link will be sent to Qualifying Bidders, as defined below. In the event of a change in the time or location of the Auction, the Debtor will use its reasonable best efforts to notify all Qualifying Bidders who have timely submitted Qualifying Bids by the Auction Deadline (as such terms are defined below).
- c. **Bidding Process:** The Debtor shall consider qualified bids for the assets (“Qualifying Bids”) at the Auction, but shall not consider proposed bids that are not Qualifying Bids. In order for a proposed bid to be deemed a Qualifying Bid, a proposed bid must meet each of the criteria set forth in the following subparagraphs i through iii:
- i. **Timing:** Bids are due and must actually be received by the Debtor no later than 6:00 p.m. Pacific Standard Time on May 15, 2024 (the “Bid Deadline”). Bids shall be submitted in writing by electronic mail to (i) Richard M. Reyes, Jr. rreyes@tuffstufffitness.com; (ii) Michael N. Flynn, Michael.Flynn@riveron.com; and (iii) John-Patrick M. Fritz, Esq., JPF@LNBYG.COM.
 - ii. **Form and content of bid and related requirements:** Each potential bidder (a “Potential Bidder”) must deliver to the Debtor the following: (i) an executed asset purchase agreement in substantially the same form as this Asset Purchase (the “Form APA”); (ii) a deposit in an amount equal to 10% of the Potential Bidder’s opening bid to the Debtor’s counsels’ escrow account in the form of wired funds; (iii) financial statements showing that the Potential Bidder has ample and present ability to fulfill its obligations pursuant to the Form APA; (iv) assigned statement acknowledging that the sale of the assets is as-is, where-is, with no due diligence contingencies or financing contingencies of any kind whatsoever; and (v) a signed statement acknowledging the prohibition against collusive bidding.

A “Bid” is an asset purchase agreement in substantially the same form as the Form APA from a Potential Bidder stating that: (i) the Potential Bidder offers to purchase the assets upon the same or better terms and conditions as set forth in the Form APA, clearly marked to show any and all amendments and modification to the Form APA, including, but not limited to, purchase price and contact information of the Potential Bidder; (ii) the Potential Bidder agrees to purchase the assets for at least the Minimum Bid Amount relating to the assets; (iii) the Potential Bidder is prepared to

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enter into and consummate the transaction by the Closing Date; and (iv) the offer is irrevocable until the later of (a) the Auction has taken place and it not selected as either the Successful Bidder or Back-Up Bidder, in which case the Deposit will be refunded unless otherwise forfeited as a result of a breach, or (b) a sale of the assets has been consummated to another Successful Bidder or Back-Up Bidder.

- iii. **Qualified Bidder:** A “Qualified Bidder” is a Potential Bidder that submits a Qualified Bid and, in the Debtor’s reasonable discretion, is determined to have demonstrated the financial capability to consummate the purchase of the assets that is the subject of its Qualified Bid.
- d. **Qualification and Disqualification of Bids:** If the Debtor determines that a Potential Bidder is not a Qualified Bidder, the Debtor will return the Deposit to the Potential Bidder within a period of five (5) business days of such determination.
- e. **Auction If Qualifying Bids:** If the Debtor determines that there is one or more Qualifying Bid, the Debtor shall hold an Auction. The minimum bids shall be the amount set forth in each Potential Bidder’s opening bid (each, a “Minimum Bid Amount”). The Debtor, in its reasonable business judgment, reserves its right to refuse any Minimum Bid Amount that is not reasonably equivalent value for the assets and that does not justify the administrative expense of conducting the process of the Auction.
 - i. Assuming Qualified Bidders have submitted separate Qualifying Bids for less than all of the assets, Debtor will conduct an Auction and no final bid will be accepted until the entire Auction is complete.
 - ii. At the Auction, bidding will begin at the applicable Minimum Bid Amount or such higher amount that a Qualified Bidder may bid prior to the Auction. All subsequent offers must exceed such amount by not less than \$50,000. Qualified Bidders may bid in increments higher than \$50,000 – but all denominations shall be consistent with the incremental amounts (i.e. an overbid of \$100,000 (2 * \$50,000) is acceptable, but an overbid of \$75,000 is not acceptable). Bidding at the Auction shall continue until such time as the highest and best bid is determined. The Debtor reserves the right to change the Minimum Bid Amount at Auction in its reasonable business judgment based on the circumstances of the Auction at the time.
 - iii. The Auction will be conducted as follows: (i) Qualified Bidders and/or their representatives may make a bid at the Auction in person (or by zoom videoconference) with bidding starting at the amount of the Minimum Bid Amount or the highest Qualifying Bid received for the assets; (ii) a certified shorthand reporter may be present to create a record of the Auction; (iii) the Auction will be an open bid process, with all bids stated orally and on the record; (iv) the Debtor may recess the Auction at any time; and (v) Qualified Bidders may ask for a reasonable time for a recess during the bidding, which

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requests the Debtor may grant in its discretion.

- f. **Selection of Winning Bid:** Upon completion of the Auction, the Debtor, in its discretion, shall select the Qualifying Bid that will maximize the value of the assets, and is in the best interest of the Debtor, its bankruptcy estate and its creditors (the “Successful Bid”). The Debtor will then submit the Successful Bid for approval by the Bankruptcy Court to be heard on regular 21-day notice and no more than 30 days after the conclusion of the Auction. The Deposit for a Qualified Bidder that submitted the Successful Bid will be non-refundable upon the conclusion of the Auction. Upon the failure to consummate a sale because of a breach or failure on the part of a Qualified Bidder who submitted the Successful Bid, the Debtor may select in its business judgment the next highest or otherwise best Qualified Bidder to be the Successful Bidder as approved in a final sale order, without further order of the Bankruptcy Court.
- g. **Back-up Bidders:** At the conclusion of the Auction, the Debtor may designate a “Back-up Bidder” or multiple Back-up Bidders. If a Back-up Bidder is selected, such Back-up Bidder’s Deposit shall be released upon the later to occur of (a) the closing of a transaction with the Successful Bidder, or other Back-up Bidder; or (b) thirty (30) days after the entry of a final sale order. If the Successful Bidder does not close the transaction, then the Back-up Bidder’s Deposit shall be non-refundable and the Debtor shall close the transaction upon the terms of the Back-up Bidder’s last and highest bid at the Auction.
- h. **Closing:** The closing of a sale to the Successful Bidder (the “Closing”) shall be held in the office of counsel for the Debtor, or such other location as is agreed to by the parties, no later than fifteen (15) days following the final sale order becoming final and no longer appealable.

7. Purchaser Representations and Warranties. In conjunction with the sale, the Purchaser makes the following representations and warranties:

- a. The Purchaser is a corporation formed under the laws of [State]. The Purchaser is in good standing and is authorized to conduct business within the state of its organization.
- b. The Purchaser has obtained any and all corporate approvals necessary to execute this Agreement and consummate the Sale on the terms set forth herein.
- c. The Purchaser has sufficient funds to consummate the Sale and make all payments required under this Agreement within the time allotted for such payments.
- d. The Purchaser acknowledges that the Sale transaction involves the sale, conveyance, assignment and/or hypothecation of the Estate’s rights, title and interest in the Assets.
- e. Any omission or inaccuracy of any information and/or documentation

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provided by the Debtor and/or any of its agents shall not result in any claim by the Purchaser for damages or cause a material breach of this Agreement. The Purchaser has not relied upon such information and documentation in deciding to proceed with the Sale; rather, the Purchaser has conducted independent due diligence regarding the Assets and has decided to proceed with the acquisition of the Assets based on the information it obtained through its independent research and analysis of the Assets.

- f. The Purchaser represents and warrants that (i) it is not an insider of the Debtor or (ii) it has fully disclosed that it is an insider of the Debtor, as that term is defined in section 101(31) of the Bankruptcy Code.

8. Designation of Executory Contracts; Employees; New Lease.

- a. Purchaser shall identify those Designated Contracts that it proposes for Seller to assume and then assign to Purchaser to the extent permitted under the Bankruptcy Code, effective on and as of the Closing Date. Purchaser shall provide to Seller a preliminary list of Designated Contracts on or before the day before the Auction and a final list of Designated Contracts on or before the day before the Closing Date. All executory contracts that Purchaser does not timely designate in writing for assignment to and assumption by Purchaser by the Closing Date shall not be considered a Designated Contract.
- b. Seller may take into account the costs of assumption, cure and rejection for any of the Designated Contracts or non-designated contracts in determining the highest and best offer at the Auction. Purchaser shall pay any cure claims with respect to the Designated Contracts, provided, however, that Seller retains the sole and exclusive right to object to any such claim unless and until such objection right is specifically assigned from Seller to Purchaser. Amounts for cure of Designated Contracts paid by Purchaser are not proceeds of the Sale to which liens of secured creditors attach, as such cure payments are made directly from Purchaser to the non-debtor contract party.
- c. Between the date of the Auction and the Closing Date, (i) the Debtor shall cooperate with Purchaser to make the Debtor's employees available during normal business hours for interviews with Purchaser to discuss possible employment after the Closing Date and (ii) Purchaser may make offers of employment to certain employees of the Debtor (as identified by the Purchaser) on terms of employment reasonably acceptable to the Purchaser for employment on and after the Closing Date.²

9. Closing.

- a. **In General.** The closing date of the Sale shall be on a date mutually agreed upon by the Purchaser and the Debtor (the "Closing Date"); provided that, such date shall not be later than fifteen (15) days after the Effective Date without further approval of the Bankruptcy Court.

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- b. **Debtor Deliveries at Closing.** The Debtor shall deliver to the Purchaser, as applicable, such duly executed bills of sale, assignments and other instruments of assignment, transfer or conveyance, in form and substance reasonably satisfactory to the Purchaser, as the Purchaser may reasonably request or as may be otherwise necessary to evidence and effect the sale, assignment, transfer, conveyance and delivery of the Assets and to put the Purchaser in actual possession and control of the Assets.
- c. **Post-Closing Covenants.** The Parties agree as follows with respect to the period following the Closing Date:
 - i. If at any time after the Closing Date any further actions are necessary to carry out the purposes of this Agreement, each of the Parties shall make commercially reasonable efforts to take such further actions (including the execution and delivery of such further instruments and documents) as any other Party may reasonably request, all at the sole cost and expense of the requesting Party, and it being understood that the Debtor's obligation hereunder shall include reasonable efforts to facilitate licensing and/or sub-licensing arrangements that will give the Purchaser access to and the benefit of any non-Debtor owned property necessary or desirable for the continued operation of the business after the Closing Date by the Purchaser; and
 - ii. The Debtor shall continue operation of the business in the ordinary course for up to [TBC] while arrangements are made for a disruption-free transition to Purchaser or its Permitted Assignee, provided, however, that Purchaser shall pay (in addition to the Purchase Price) for the administrative expenses of Debtor and the Estate to carry on such operations during this time period.

10. Termination.

- a. This Agreement may be terminated by either Party hereto through the provision of written notice of termination to the other Party upon the occurrence of one or more of the following events:
 - i. The Bankruptcy Court fails to enter an order approving the sale within two weeks after the conclusion of the Sale Hearing.
 - ii. The Bankruptcy Court enters an order either (i) denying approval of this Agreement and the sale or (ii) approving this Agreement subject to material modifications which are not approved by the Parties in accordance with Paragraph 1 of this Agreement and/or that does not include a good faith finding pursuant to section 363(m) of the Bankruptcy Code;
 - iii. The Bankruptcy Court approves the sale of the Assets to a third party and, in the event the Purchaser is the Back-up Bidder, such third party consummates the acquisition of the Assets.
 - iv. The Closing Date shall not have occurred by August 31, 2024.

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- b. This Agreement may be terminated by the Debtor upon written notice to the Purchaser if the Purchaser breaches this Agreement and the Purchaser fails to cure any such breach in accordance with Paragraph 11.
- c. This Agreement may be terminated by Purchaser upon written notice to the Debtor if the Debtor breaches this Agreement.

11. Breach by Purchaser. In the event the Purchaser fails to close the Sale or timely perform any obligation under this Agreement solely as a result of Purchaser's acts or omissions, the Purchaser and the Debtor acknowledge that it would be impractical and extremely difficult to estimate the damages the Estate will suffer as a result of such breach. Therefore, the Purchaser and the Debtor hereby agree that a reasonable estimate of the damages that the Estate would suffer in the event that the Purchaser defaults is and will be an amount equal to the Deposit. Such amount shall be the full, agreed upon and sole amount of damages. This Agreement will thereupon be terminated upon notice provided in accordance with Paragraph 10(b), *supra*, and neither Party will have any further rights or obligations hereunder. Notwithstanding anything in this Agreement to the contrary, the Purchaser shall not be in default with respect to any of its obligations hereunder and the Debtor may not terminate this Agreement, unless and until (i) the Purchaser receives written notice from the Debtor specifying such default and the means/remedies to cure such default; and (ii) the Purchaser fails to cure such default within five (5) business days from the receipt of such notice, except that no such cure period shall apply to a default by the Purchaser that is the failure to close the Sale on the Closing Date, as may be extended by the written agreement of the Parties.

12. Breach by the Debtor.

- a. In the event the Debtor breaches any provision of this Agreement and Purchaser chooses to terminate the Agreement pursuant to Paragraph 10(c), *supra*, the sole and exclusive remedy of the Purchaser shall be to return the Parties to the *status quo ante* through the rescission or termination of this Agreement and the return of the Deposit delivered to the Debtor by the Purchaser in conjunction with this Agreement or the proposed sale. The Purchaser shall not be entitled to pursue or obtain any further or additional monetary damages or legal or equitable remedies against the Debtor or the Estate if Purchaser chooses to terminate the Agreement.
- b. In the event the Debtor breaches any provision of this Agreement (other than its obligation to close when all other obligations and conditions to closing have been satisfied or waived) and Purchaser chooses not to terminate the Agreement but instead agrees to close the transaction notwithstanding the Debtor's breach, upon closing, the Purchaser shall not be entitled to pursue or obtain any further or additional monetary damages or legal or equitable remedies against the Debtor or the Estate.
- c. In the event the Debtor breaches this Agreement by refusing to close the transactions contemplated by this Agreement when all other obligations and conditions to closing have been satisfied or waived, and Purchaser chooses not to terminate this Agreement, Purchaser shall be entitled to specific performance of this Agreement; and the Purchaser shall not be entitled to pursue or obtain any

April 10, 2024

further or additional monetary damages or legal or equitable remedies against the Debtor or the Estate.³

13. **Assignment.** The Purchaser may not assign this Agreement, or any rights hereunder, without the prior written consent of the Debtor. Notwithstanding the foregoing, an assignment to an entity that is owned and controlled by the Purchaser or the members of the Purchaser, and that expressly assumes in writing all of the Purchaser's obligations hereunder (a "Permitted Assignee"), does not require the Debtor's written consent; *provided, however*, that any Permitted Assignee, concurrently with assuming the Purchaser's obligations under this Agreement, must make in writing the same representations and warranties (adapted as required for the type of entity and state of formation or incorporation) as the Purchaser has made under this Agreement, but if such Permitted Assignee fails to expressly do so, it shall be deemed to have made such representations and warranties by executing the assignment and assumption agreement with the Purchaser and the breach of any such representations and warranties shall have the same consequences as if the Purchaser had breached such representations and warranties. The Purchaser will give the Debtor written notice of any Permitted Assignee or any other proposed assignee at least five (5) business days prior to the Closing Date, and the Purchaser shall remain liable for any monetary obligation of any Permitted Assignee. No assignment will release the Purchaser from its obligations hereunder.

14. Miscellaneous Provisions.

- a. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any individual or entity or particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to individuals or entities or particular circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- b. **Waivers.** No waiver of any breach of this Agreement, or any covenant or provision herein, shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.
- c. **Successors and Assigns.** Subject to the limitations of Paragraph 13, *supra*, this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the Parties hereto.
- d. **Entire Agreement.** This Agreement (including all schedules and exhibits attached hereto) is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter hereof and supersedes all prior understandings (including any so-called "term sheets" or "letters of intent") with respect thereto.

April 10, 2024

- e. **No Third-Party Benefit.** Other than as expressly set forth in Paragraph 13.c., this Agreement is for the benefit of the Parties only and is not intended to and shall not confer any rights or benefits upon any other individual or entity.
- f. **Construction.** Paragraph headings are solely for convenience, and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural, the masculine includes the feminine and the neuter, and vice versa. Unless otherwise indicated, all references to Paragraphs (and subparagraphs) are to Paragraphs (and subparagraphs) of this Agreement. All exhibits and schedules referred to in this Agreement are attached and incorporated by this reference. In the event the date on which the Purchaser or the Debtor is required to take any action under the terms of this Agreement is not a business day, the action will be taken on the next succeeding business day.
- g. **Joint Authorship.** This Agreement is the product of negotiation and preparation by and among each Party hereto, and each Party acknowledges that it has had the opportunity to consult with independent counsel of its choosing. Accordingly, this Agreement and any ambiguities or uncertainties contained herein shall be equally and fairly interpreted and construed without reference to the identity of the individual or entity preparing this Agreement on the express understanding and agreement that the Parties participated equally in the negotiation and preparation of this Agreement or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code section 1654 and any successor or amended statute, which provides that in cases of uncertainty, language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist, and any and all similar rule(s) and/or statute(s).
- h. **Governing Law/Forum Selection.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW, AND IN THE ABSENCE OF APPLICABLE FEDERAL LAW, IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO THE CHOICE OF LAWS PRINCIPLES THEREOF. By executing this Agreement, each of the Parties hereto hereby (1) irrevocably and unconditionally agrees that any legal action, suit or proceeding with respect to any matter under or arising out of or in connection with this Agreement shall be brought in the Bankruptcy Court and (2) irrevocably accepts and submits itself to the exclusive jurisdiction of the Bankruptcy Court, generally and unconditionally, with respect to any such action, suit or proceeding, and consents to the entry of any final order or judgment by the Bankruptcy Court. If the Bankruptcy Court lacks the requisite jurisdiction or authority to adjudicate any such disputes, the Parties hereto hereby consent to the jurisdiction and venue of the United States District Court for the Central District of California to resolve any such disputes.
- i. **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Copies of signatures on documents transmitted by electronic means shall be valid. A Party may change the designated recipient or address(es) for the provision of notice(s) under this Agreement by transmitting a notice of address or recipient change by the means specified in this Paragraph. Any address or recipient change shall be deemed effective upon receipt. Any

April 10, 2024

notices transmitted prior to receipt of a notice of address or recipient change shall be deemed valid and effective.

Notices to Seller:

TuffStuff Fitness International, Inc.
155 N. Riverview Drive, Suite 100
Anaheim, CA 92808
Attention: Richard M. Reyes, Jr.

With a copy to:

Levene, Neale, Bender, Yoo & Golubchik L.L.P.
2818 La Cienega Avenue
Los Angeles, CA 90034
Attention: John-Patrick M. Fritz, Esq. and Carmela T. Pagay, Esq.

April 10, 2024

Notices to Purchaser:

[TBC]

•

With a copy to

[TBC]

Attn:

and to:

[COUNSEL]

In witness whereof, the Parties hereto have duly executed this Agreement as of the date first written above.

PURCHASER

[TBC]

By _____

Name: _____

Title: _____

Dated: _____

SELLER

TuffStuff Fitness International, Inc.

By _____

Name: Richard M. Reyes, Jr.

Title: President, CEO

Dated: _____

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 2818 La Cienega Avenue, Los Angeles, CA 90034

A true and correct copy of the foregoing document **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 **May 23, 2024** checked the CM/ECF docket for this bankruptcy case and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Melody G Anderson manderson@kjfesq.com
- Jonathan Boustani jboustani@btlaw.com, simoore@btlaw.com
- Caroline Renee Djang (TR) cdjang@buchalter.com, C190@ecfcbis.com;docket@buchalter.com;lverstegen@buchalter.com
- John-Patrick M Fritz jpf@lnbyg.com, JPF.LNBYB@ecf.inforuptcy.com
- Nancy S Goldenberg nancy.goldenberg@usdoj.gov
- Carmela Pagay ctp@lnbyg.com
- Allan D Sarver ADS@asarverlaw.com
- Sonia Singh ssingh@ecjlaw.com, aantonio@ecjlaw.com,dperez@ecjlaw.com
- United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov

Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**: On **May 23, 2024** 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.

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 **May 23, 2024**, 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.

May 23, 2024

J. Klassi

/s/ J. Klassi

Date

Printed Name

Signature

Label Matrix for local noticing
0973-8
Case 8:23-bk-11905-TA
Central District of California
Santa Ana
Thu May 23 14:31:00 PDT 2024

Trust North America, Inc. on behalf of
c/o Maurice Wutscher LLP
23611 Chagrin Blvd.
Suite 207
Beachwood, OH 44122-5540

INTERESTED PARTY
Ervin Cohen & Jessup LLP
Attn: Vanja Habekovic, Esq.
Attn: Sonia Singh, Esq.
9401 Wilshire Blvd., 12th Floor
Beverly Hills, CA 90212-2945

Levene Neale Bender Yoo & Golubchik LLP
2818 La Cienega Ave
Los Angeles, CA 90034-2618

Rexford Industrial Realty LP
Law Offices of Allan D. Sarver
16000 Ventura Blvd Suite 1000
Encino, CA 91436-2762

Riveron RTS, LLC
2515 McKinney Ave
Suite 1200
Dallas, TX 75201-2099

Tuffstuff Fitness International, Inc.
155 N. Riverview Dr., Suite 100
Anaheim, CA 92808-1225

Santa Ana Division
411 West Fourth Street, Suite 2030,
Santa Ana, CA 92701-4500

A Green Vision Landscapes
43362 Nola St
Hemet, CA 92544-1943

ACC Business
PO Box 105306
Atlanta, GA 30348-5306

APD Inc.
PO Box 460
Corona, CA 92878-0460

APPLIED LUBRICATION TECHNOLOGY, INC.
12 French Drive
Mono, ON L9W5W1
CANADA

ASC Staffing Group
14880 Monte Vista Ave
Chino, CA 91710-5749

ASGC, Inc.
1940 E Locust St STE E
Ontario, CA 91761-7674

Accurate Imaging Resources
31103 Rancho Viejo Rd #D250
San Juan Capistrano, CA 92675-1759

Action Fabrics & Upholstery Supplies
967 E Mission Blvd
Pomona, CA 91766-2150

Advanced Exercise
Atti: Andi Lindhal
861 Southpark Drive, #100
Littleton, CO 80120-5684

Agilis
4301 S Flamingo Rd
STE 106 PMB 64583
Davie, FL 33330-1902

Agustin L Garcia
2337 Pennsylvania Av
San Bernardino, CA 92407-6733

Aidan Hamilton
50 Applied Bank Blvd
Suite 300
Glenn Mills, PA 19342-1094

Allied Storage Containers
PO Box 519
Colton, CA 92324-0519

Alvaro Ortiz Olvera
14928 Orchid Avenue
Fontana, CA 92335-4224

Amada America Inc.
7025 Firestone Blvd
Buena Park, CA 90621-1869

Amada America, Inc
PO Box 31001-1436
Pasadena, CA 91110-0001

Amada Capital Corp
7025 Firestone Blvd
Buena Park, CA 90621-1869

American Ring
30450 Bruce Industrial Pkwy
Solon, OH 44139-3940

Anabel P Lara
4300 Holt Blvd
Apt# 104
Montclair, CA 91763-4109

Antonio Gonzalez
4134 Sierra Vista Drive
Chino Hills, CA 91709-3041

Arnulfo Isaac
346 N. Sunset Ave.
#165
La Puente, CA 91744-3520

Artemio Cabrera Campa
15241 Holly Drive
Fontana, CA 92335-5384

Arturo Lopez Zambrano
10722 Shire Place
Apt#2
Whittier, CA 90601-2536

11207 Remer Street
S. El Monte, CA 91733-4039

Attwood Corporation
25349 Network Place
Chicago, IL 60673-1253

Aurora Bearing Company
901 Aucutt Road
Montgomery, IL 60538-1338

Axalta Coating Systems LLC
PO Box 3490
Carol Stream, IL 60132-3490

Axalta Coating Systems, LLC
50 Applied Bank Blvd
Suite 300
Glenn Mills, PA 19342-1094

Aztec Forklift Repair
4651 Villa Woods Dr
Riverside, CA 92509-7104

BETTER BUSINESS BUREAU
2600 W Shaw Lane
Fresno, CA 93711-2767

BizFund LLC
2371 McDonald Ave. 2nd Floor
Brooklyn, NY 11223-4738

BizFund LLC
762 Orange St.
Wilmington, DE 19801

Blue Star Metals
3840 Wacker Dr
Mira Loma, CA 91752-1147

Borrmann Metal Center
110 W Olive Ave
Burbank, CA 91502-1895

Bryan Edward Wickman
952 Redhead Lane
Corona, CA 92878-4227

CAB assignee of Impulse (Qingdao) Health Tec
4340 Fulton Avenue, Third Fl.
Sherman Oaks, CA 91423-3925

CENTURY BUSINESS SERVICES INC
1675 Senic Ave STE 250
Costa Mesa, CA 92626-1451

CITY OF CHINO
PO Box 667
Chino, CA 91708-0667

COAST ALUMINUM, Inc
DEPT 710070 PO BOX 514670
Los Angeles, CA 90051-4670

COFACE North America Insurance Co
Lockbox 10116 PO BOX 70280
Philadelphia, PA 19176

CV Twins Trucking
15351 Manzana Ave
Paramount, CA 90723-4545

Cactus Mat Mfg. Co.
930 W Tenth St
Azusa, CA 91702-1936

Caleb Brooks
23401 Mount Ashland Court
Murrieta, CA 92562-5015

California Dep. of Tax and
Fee Administration
PO Box 942879
Sacramento, CA 94279-0001

California Franchise Tax Board
Bankruptcy Unit
PO Box 2952 MS-A340
Sacramento, CA 95812-2952

California Steel & Tube
Debra Pituch
16049 Stephen St
City of Industry CA 91745-1717

California Tool & Welding Supply
201 N Main St
Riverside, CA 92501-1025

Cammie Grider
c/o Law Off.of L.E. Fernandez, Inc.
3600 Lime Street
Suite 326
Riverside, CA 92501-2974

Cardinal Paint & Powder
PO Box 9296
So El Monte, CA 91733-0965

Carmen J Ramirez
1189 S Clifford Ave
Rialto, CA 92376-7401

Chemco Products Company
6401 Alondra Blvd
Paramount, CA 90723-3758

Claudia J Alvarado
1485 Sheridan Ave.
Pomona, CA 91767-4357

Commercial Lumber & Pallet Co Inc
PO Box 80405
City of Industry, CA 91716-8400

Complete Metal Design Inc
154 S Valencia Ave
Glendora, CA 91741-3262

Corporation Service Company
P.O. Box 2576
Springfield, IL 62708-2576

Crawford Inland Compressor
780 E Francis St UNIT F
Ontario, CA 91761-5552

Crown Graphics
13766 Redwood St STE B
Chino, CA 91710-5557

Culligan of Ontario
PO Box 2903
Wichita, KS 67201-2903

Custom Logistio
PO Box 2850
Northlake, IL 60164-7850

D & S SECURITY, INC (D&S)
2550 Corporate Place
Monterey Park, CA 91754-7637

D3YTK Drafting
13803 Woodpecker Rd
Victorville, CA 92394-7616

DAVID HERNANDEZ
16763 Dubesor St
La Puente, CA 91744-1520

David A Waddell
P.O. Box 577
Yarnell, AZ 85362-0577

David G Ortez Q.
16225 Arrow Blvd.
L-166
Fontana, CA 92335-8800

David S Hernandez
16763 Dubesor St
La Puente, CA 91744-1520

Dell Financial Service L.L.C.
c/o Streusand, Landon, Ozburn & Lemmon
1801 S MoPac Expressway, Suite 320
Austin, TX 78746-9817

Dell Technology
PO Box 5292
Carol Stream, IL 60197-5292

Denis O Reyes
1030 1/2 South Campus Ave
Ontario, CA 91761-3443

Dependable Highway Express
PO Box 58047
Los Angeles, CA 90058-0047

Diversified Transportation Services
19829 Hamilton Ave STE 150
Torrance, CA 90502-1341

EDI Express
1801 W Olympic Blvd
Pasadena, CA 91199-0001

EDI Express Inc
596 W 135th St
Gardena, CA 90248-1506

Eastmont Paint & Decorating
3027 W Beverly Blvd
Montebello, CA 90640-2214

Elan Sales Financial
PO Box 790428
St Louis, MO 63179-0428

(c)ERIC EMILIANO BARAJAS
1505 NORTH PARK BLVD APT Q208
SAN BERNARDINO CA 92407-5506

Ervin Cohen & Jessup
9401 Wilshire Blvd 12th Floor
Beverly Hills, CA 90212-2945

Essentra Components
PO Box 3384
Carol Stream, CA 60132-3384

Estco Enterprises, Inc
1549 Simpson Way
Escondido, CA 92029-1203

Estuardo Ayala
163 E. Grove St.
Rialto, CA 92376-5105

Eulalio Castaneda
1135 E. 7th St APT-3
Pomona, CA 91766-3717

Euler Hermes N. A. Insurance Co. as Agent fo
800 Red Brook Blvd, #400C
Owings Mills, MD 21117-5173

Euller Hermes Agent for Keystone Bro's
800 Redbrook Blvd 400C
Owings Mills MD 21117-5173

FASTENAL
PO Box 1286
Winona, MN 55987-7286

Fairfield Industries, Inc.
2105 W Jackson / PO Box 1930
Fairfield, IA 52556-0033

Fastenal Company
2001 Theurer Blvd.
Attn: Legal
Winona, MN 55987-9902

FedEx
PO Box 7221
Pasadena, CA 91109-7321

FedEx Corporate Services, Inc
3965 Airways Blvd, Module G, 3rd Floor
Memphis, TN 38116-5017

Fidencio Lopez-Campos
1660 West 23rd Street
San Bernardino, CA 92411-1124

Fitness Qachine Technicias
PO Box 40768
Nashville, TN 37204-0768

Flex-Mate/National Poly Films
1855 E 29th St #E
Signal Hill, CA 90755-1919

Freeman
PO Box 734596
Dallas, TX 75373-4596

GACGS
6002 Dogwood Circle
Tamarac, FL 33319-3069

Gates Mectrol, Inc
LOCK BOX 102203
Atlanta, GA 30368-2203

German Melendez
1440 W 29th St
Los Angeles, CA 90007-2901

Globaltranz Enterprises, LLC
PO Box 203285
Dallas, TX 75320-3285

Gold Coast Logistics
PO Box 840808
Dallas, TX 75284-0808

Grainger
DEPT 817022809
Palatine, IL 60038-0001

Grobstein Teeple
22832 Rockfield Blvd STE 245
Lake Forest, CA 92630

HOWARD N GOULD
127 Broadway STE 210
Santa Monica, CA 90401-2392

HUSCH BLACKWELL
PO Box 790379
St Louis, MO 63179-0379

High Precision Gas
10770 Painter Ave
Santa Fe Springs, CA 90670-4535

Howard N. Gould
127 Broadway, Suite 210
Santa Monica, CA , 90401
Malibu, CA 90265

Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112-2551

I.D. Services
1707 S Grove Ave UNIT C
Ontario, CA 91761-4539

INDUSPAC CALIFORNIA, INC
DEPT LA 24691
Pasadena, CA 91185-0001

INDUSTRIAL METAL SUPPLY CO.
8300 San Fernando Road
Sun Valley, CA 91352-3222

INTERNATIONAL EQUIPMENT COMPONENTS, INC.
2201 E Willow St UNIT D-104
Signal Hill, CA 90755-2148

IOU Central, Inc.
c/o Aubrey Thrasher, LLC
12 Powder Springs Street
Suite 240
Marietta, GA 30064-7205

(p) IOU FINANCIAL INC
600 TOWNPARK LN
100
KENNESAW GA 30144-3736

IPFS Corporation
30 Montgomery Street
Suite 501
Jersey City, NJ 07302-3821

Impulse (Qingdao) Health Tech Co., Ltd.
Huashan 2nd Road Jimo
Qingdao Shandong Province 266200
CHINA

13829 Magnolia Ave
Chino, CA 91710-7028

Inland Paper Company Inc
PO Box 3940
Ontario, CA 91761-0987

(p) INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Interport Freight Systems Inc.
12923 S Cerise Ave
Hawthorne, CA 90250-5520

JOSEPH T. RYERSON & SON, INC.
PO Box 100097
Pasadena, CA 91189-0003

Jason Khano
12 Powder Springs Street
Suite 240
Marietta, GA 30064-7205

Jessica Nay Plascencia Magdaleno
1518 McWethy Street
Rialto, CA 92376-4694

Jesus Ponce
10057 Pradera Ave
Montclair, CA 91763-3033

JoAnn Marie Reese
17344 Cavalcade Drive
Moreno Valley, CA 92555-7903

Jose A Lamas
PO Box 1405
Claremont, CA 91711-8405

Jose A Ponce
16524 Sir Barton Way
Moreno Valley, CA 92551-2533

Jose C Nieto
3060 Glenn Ave.
Los Angeles, CA 90023-2713

Jose D Penado
3124 Ashbrook Dr
Chino Hills, CA 91709-4215

Jose J Cuevas
1378 N San Antonio Ave
Upland, CA 91786-2750

Jose Jimenez Garcia
16857 Inyo St
La Puente, CA 91744-4924

Jose Lopez
540 N. Garfield Ave.
Apt. # E
Montebello, CA 90640-1685

Jose Perez Alvarado
322 South Shipman Avenue
La Puente, CA 91744-5725

Jose R Ramirez
12332 Marbel Avenue
Downey, CA 90242-2643

Jose R Simental
222 E Foothill Blvd
Apt# 67
Pomona, CA 91767-1442

Juan Pablo Barajas
527 North Mountain View Avenue
San Bernardino, CA 92401-1207

KEYSTON BROS
1100 S Grove Ave BLDG A UNIT 1
Ontario, CA 91761-4573

Kamparts, Inc.
5445 Schaefer Ave
Chino, CA 91710-6913

Keith J Larkin
3378 S 350 W
Bountiful, UT 84010-7910

Kenneth E Carter
2653 Sweetbriar Dr
Claremont, CA 91711-1859

Kimball, Tirey & St. John LLP
Attn: Cynthia Stelzer
7676 Hazard Center Dr., Suite 900-B
San Diego, CA 92108-4515

Kloekner Metals
PO Box 741824
Los Angeles, CA 90074-1824

LANDSBERG
PO Box 101144
Pasadena, CA 91189-0005

Lockhart Law Firm APC
41856 Ivy Street STE 201
Murrieta, CA 92562-8805

Loos & Co. Inc.
16B Mashamoquet Rd
Pomfret Center, CT 06259-1841

Lucas Industrial
PO Box 293
Cedar Hill, TX 75106-0293

Luis F Vidarte
5756 Elmwood Rd.
San Bernardino, CA 92404-3284

Lyon Alizna
205 Deerpath Rd
Hickory Creek, TX 75065-7509

Lyon Alizna
205 Deerpath Rd.
Lake Dallas, TX 75065-7509

METZ AIR CONTROL, INC.
13784 Monte Vista Ave
Chino, CA 91710-5562

MS Abrasive Cleaning Equipment, Inc.
PO Box 628 / 3900 Prospect Ave
UNIT H
Yorba Linda, CA 92886-1747

Madeira USA LLC
344 Hounsell Ave
Gilford, NH 03249-6922

Malmer Strapping Co., Inc.
8842 E Somerset Blvd
Paramount, CA 90723-4659

Manuel Antonio Martinez
5606 Denver Street
Montclair, CA 91763-3412

Marcos Rocha
4910 Verona St.
Los Angeles, CA 90022-3834

Maria O. Fernandez
2717 Arrow Hwy
Apt. 136
La Verne, CA 91750-5620

Mark Thuqsen
1595 Jacobs Forest Dr.
Conroe, TX 77384-3409

Maverick Abrasives
4340 E Miraloma Ave
Anaheim, CA 92807-1886

Mazuma Capital
274 W 12300 S
Draper, UT 84020-8080

McMaster Carr Supply Co.
PO Box 7690
Chicago, IL 60680-7690

(p)MCMASTER CARR SUPPLY CO
9630 NORWALK BLVD
SANTA FE SPRINGS CA 90670-2954

Mosehart-Schleeter Co., Inc.
PO Box 8
Houston, TX 77001-0008

NEXT POINT BEARING GROUP
PO Box 844266
Los Angeles, CA 90084-4266

Newport Transportation, Inc.
15229 Spectrum
Irvine, CA 92618-3425

Nordson Corporation
PO Box 802586
Chicago, IL 60680-2586

Nowell Steel & Supply Co., Inc.
10746 Springdale Ave.
Santa Fe Springs, CA 90670-3834

ODP Business Solutions, LLC
6600 N Military Trail
Attn; Bankruptcy Processing
Boca Raton, FL 33496-2434

Office Depot
PO Box 29248
Phoenix, AZ 85038-9248

One Benefit Source
8383 Wilshire Blvd. Suite 800
MEDICAL/EXPENSES)
Beverly Hills, CA 90211-2440

PM Linear Inc.
15330 Fairfield Ranch Rd UNIT E
Chino Hills, CA 91709-8823

PanTerra Networks, Inc.
1737 N First Street STE 230
San Jose, CA 95112-4522

Paramount Saw Corporation
16493 Paramount Blvd
Paramount, CA 90723-5427

Parr Lumber Company
PO Box 989
Chino, CA 91708-0989

Pete Asistin
10539 Rhodesia Ave
Sunland, CA 91040-2922

PO Box 371887
Pittsburgh, PA 15250-7887

ProActive Work Health Services
PO Box 17130
Los Angeles, CA 90017-0130

Prudential Overall Supply
PO Box 11210
Santa Ana, CA 92711-1210

QA LUBRICANTS INC.
12223 Highland Ave UNIT 106-372
Rancho Cucamonga, CA 91739-2574

QINGDAO GRAND FITNESS INT'L CO., LTD
40 Shandong Road
Qingdao Shandong Province 266071
CHINA

Quality Trim Inc.
3645 Clark Ave
St Louis, MI 63110-1205

RB Rubber Products Inc.
PO Box 734035
Chicago, IL 60673-4035

RBI Bearing, Inc.
109 N Ivy Ave STE D
Monrovia, CA 91016-2295

RIES Refrigeration
1200 Price St # C
Pomona, CA 91767-5808

RT Shelton
4065 E La Palma Ave # A
Anaheim, CA 92807-1740

Rafael Alvarez
581 North Lilac Avenue
Rialto, CA 92376-4928

Raul Ibanez
1660 S Cypress Ave
Ontario, CA 91762-5909

Ray Quinney & Nebeker P.C.
Attn: Stephen C. Tingey
26 South State St, Suite 1400
Salt Lake City, UT 84111

Real Good Locksmith
1080 Oak Glen Ln
Colton, CA 92324-4549

Reed Rubber Products, Inc.
3901 Union Blvd Ste 106
St Louis, MO 63115-1139

Reliance Steel Company Div. 74
c/o: Global Collect Corp
22817 Ventura Bl, No. 200
Woodland Hills, CA 91364-1202

Rexford Industrial Realty
PO Box 740028
Los Angeles, CA 90074-0028

Rexford Industrial Realty, Inc.
11620 Wilshire Blvd Ste 1000
Los Angeles, CA 90025-6821

Rexford Industrial Realty, LP
PO BOX 740028
Los Angeles, CA 90074-0028

Ricardo S Mora
1627 North Encina Avenue
Rialto, CA 92376-2910

Ricardo T Hernandez
1425 W . 12th St
Apt# 252
Los Angeles, CA 90015-4507

Richard M Reyes
40107 Pasadena Drive
Temecula, CA 92591-7510

Roberto Rodriguez
1363 N. Sierra Way
San Bernardino, CA 92405-4917

Rodolfo Alm
1135 E. 7th Street
Apt. 19
Pomona, CA 91766-3727

Rogelio Morales
1855 E. Riverside
230
Ontario, CA 91761-7270

Ronald B. Rich
Ronald B. Rich & Associates
30665 Northwestern Highway
Suite 280
Farmington Hills, MI 48334-3147

Rosa Mendoza
1413 Fredricks Lane
Upland, CA 91786-7011

Roselia Chaires
10016 Santa Anita Av
Montclair, CA 91763-3427

SBC TAX COLLECTOR
172 W Third Street - First Floor
PROPERTY TAX - CHINO LOCATION
San Bernardino, CA 92415-0320

SCOT INDUSTRIES, INC.
PO Box 910018
Dallas, TX 75391-0018

SO CAL BOLT & SUPPLY CO.
1846 W 11th Street STE K
Upland, CA 91786-3595

SRP Computer Solutions, Inc.
101 S Kraemer Blvd STE 100
Placentia, CA 92870-6109

STAPLES
Dept 11 - 0006162515
PO BOX 9001036
Louisville, KY 40290-1036

SULLIVAN CURTIS MONROE
PO Box 19763
Irvine, CA 92623-9763

SUSPA, INC
DEPT 771506
Detroit, MI 48277-0001

San Bernardino County
Office of The Tax Collector
268 W Hospitality Ln 1st Fl
San Bernardino, CA 92415-0900

San Bernardino County Fire Protection Di
157 W Fifth St SECOND FLOOR
San Bernardino, CA 92415-0225

Santiago Soto
640 San Angelo Ave.
La Puente, CA 91746-1843

Saw Service of America
8210 Industry Ave
Pico Rivera, CA 90660-4894

Shandong Relax Health Industry Co., Ltd
No 6 Tianshan Er Road
Tongji Industrial Area, Jimo 266228
CHINA

Shanna M. Kaminski
P.O. Box 247
Grass Lake, MI 49240-0247

SoCalGas
PO Box 30337
Los Angeles, CA 90030-0337

SoCalGas
PO Box C
Monterey Park, CA 91754-0932

South Coast Air Quality Mgmt
21865 Copley Drive
Diamond Bar, CA 91765-4182

(p) SOUTHERN CALIFORNIA EDISON COMPANY
1551 W SAN BERNARDINO ROAD
COVINA CA 91722-3407

Spectrum
1600 Dublin Road
Columbus, OH 43215-2098

TMA Worldwide, Inc.
4038 Aitken Dairy Road
Rocklin, CA 95677-4027

TOP GUN PAINT & BODY
450 S Wineville
Ontario, CA 91761-8650

TREK GLOBAL
1515 NW Bolen St
LA Center, WA 98629-3149

TRUMPF INC
1111 Hyde Rd
Farmington, CT 06032

TSYS/TRANSFIRST
12202 Airport Way STE 100
Broomfield, CO 80021-2596

Ted Johnson Propane
5140 Elton St
Baldwin Park, CA 91706-1889

Terry's Testing, Inc.
16280 Canon Lane
Chino Hills, CA 91709-5200

The Custom Companies, Inc.
PO Box 3270
Northlake, IL 60164-8270

The Hitt Companies, Inc.
3231 W Mac Arthur Blvd
Santa Ana, CA 92704-6801

The Momentum Group
PO Box 51042
Los Angeles, CA 90074-1042

Tiger Pak
PO Box 829764
Philadelphia, PA 19182-9764

Tiger Trucking Inc
PO Box 250276
Glendale, CA 91225-0276

Tool & Die Plating Co.
7635 S Baldwin Place
Whittier, CA 90602-1090

Tyler Brooks
155 N. Riverside Dr., Suite 100
Anaheim, CA 92808-1225

U.S. BANK EQUIPMENT FINANCE
PO Box 790448
St Louis, MO 63179-0448

USA Global Logistics, LLC
255 Madsen Drive
Bloomingdale, IL 60108-2638

Uline
12575 Uline Dr
Pleasant Prairie WI 53158-3686

Uline
PO Box 88741
Chicago, IL 60680-1741

United Cargo Management, Inc
19401 S Main St STE 202
Gardena, CA 90248-4601

United States Trustee (SA)
411 W Fourth St., Suite 7160
Santa Ana, CA 92701-4500

VARIA WASTE ENVIRONMENTAL INC
PO Box 2745
Santa Fe Springs, CA 90670-0745

VIP RUBBER COMPANY, INC
540 S Cypress Street
La Habra, CA 90631-6127

Veolia WTS Services USA, Inc.
PO Box 742132
Los Angeles, CA 90074-2132

Ver Sales, Inc.
2509 N Naomi St
Burbank, CA 91504-3236

Vernon Capital Group .
c/o Corportion Service Company
801Adlai Stevenspn Drive '
Springfield, IL 62703-4261

Victor Cacari
6164 Easton St
Los Angeles, CA 90022-4513

W.W. Grainger, Inc.
401 S Wright Rd
Janesville, WI 53546-8729

WASTE MANAGEMENT OF THE INLAND EMPIRE
PO Box 541065
Los Angeles, CA 90054-1065

WELLS FARGO
PO Box 77101
Minneapolis, MN 55480-7101

WESTCOAST INDUSTRIES
PO Box 12047
Marina Del Rey, CA 90295-3047

WEX Bank
PO Box 4337
Carol Stream, IL 60197-4337

WebFund LLC
99 Wall Street, Suite 1540
New York, NY 10005-4301

Wells Fargo Bank, N.A.
800 Walnut Street MAC F0005-055
Des Moines, IA 50309-3891

West Coast Gasket Co.
300 Ranger Ave
Brea, CA 92821-6217

ZAL INDUSTRIAL
4905 Telegraph Rd
Los Angeles, CA 90022-3835

Zenon Mota
11513 Seaport Circle
Moreno Valley, CA 92557-5515

Carmela Pagay
Levene, Neale, Bender, Yoo & Golubchik L
2818 La Cienega Avenue
Los Angeles, CA 90034-2618

Caroline Renee Djang (TR)
Buchalter
18400 Von Karman Avenue
Ste 800
Irvine, CA 92612-0514

John-Patrick M Fritz
Levene, Neale, Bender, Yoo & Golubchik L
2818 La Cienega Avenue
Los Angeles, CA 90034-2618

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

IOU Financial
600 TownPark Lane, Suite 100
Kennesaw, GA 30144

Internal Revenue Service
PO Box 21126
Philadelphia, PA 19114

McMaster-Carr Supply Co
9630 Norwalk Blvd
Santa Fe Springs CA 90670

Southern California EDISON
PO Box 300
Rosemead, CA 91772

Addresses marked (c) above for the following entity/entities were corrected
as required by the USPS Locatable Address Conversion System (LACS).

Eric Emiliano Barajas
1505 Northpark Boulevard West
APT. 208
San Bernardino, CA 92407

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Courtesy NEF

(u)Hahn Fife & Company, LLP

(u)SG EQUIPMENT FINANCE USA CORP. d/b/a TRUMP

(u)Chris Leonard

(u)NOTE: HIGHLIGHTED ITEMS ARE UTILILTIES

(d)Nowell Steel and Supply Co., Inc.
10746 Springdale Ave
Santa Fe Springs, CA 90670-3834

(d)Reliance Steel Company Div. 74
c/o: Global Collect Corp.
22817 Ventura Bl. No. 200
Woodland Hills, CA 91364-1202

(d)So Cal Bolt & Supply Inc.
1846 W 11TH STREET
SUITE K
Upland, CA 91786-3595

End of Label Matrix
Mailable recipients 268
Bypassed recipients 8
Total 276