

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re

Case No. _____
Amended

**NOTICE OF INTENT TO SELL REAL OR
PERSONAL PROPERTY, COMPENSATE
REAL ESTATE BROKER, AND/OR PAY
ANY SECURED CREDITOR'S FEES AND
COSTS; MOTION FOR AUTHORITY TO
SELL PROPERTY FREE AND CLEAR OF
LIENS; AND NOTICE OF HEARING**

(Note: Do not use to sell personally
identifiable information about individuals.)

Debtor(s)

NOTICE IS GIVEN that _____, the _____
(debtor, trustee, etc.), intends to sell the property described below and moves for authority
to sell the property free and clear of liens under 11 U.S.C. § 363(f) and the guidelines set
forth in [Local Bankruptcy Form 363](#), *Procedures re: Motions for Sale of All or Substantially
All Assets*. The movant's name, address, and phone number are:

If you wish to object to any aspect of the sale or fees disclosed in paragraph 7 or 15, you
must:

1. Attend the hearing set in paragraph 16 below; and
By the deadline of May 11, 2020 (per Order Shortening Time - Dkt. 361)
2. ~~Within 21 days after the later of the date next to the signature below or the service
date in paragraph 17 below,~~ file with the clerk at 1050 SW 6th Ave. #700, Portland OR
97204 or 405 E 8th Ave. #2600, Eugene OR 97401:
 - a. a written objection stating the specific facts upon which the objection is based, and
 - b. a certificate of service of the objection on the movant.

This document constitutes the notice required by Local Bankruptcy Rule (LBR) 2002-1.
All sections must be completed.

1. The specific subsections of 11 U.S.C. § 363(f) movant relies on for authority to sell the
property free and clear of liens are:

2. Buyer's name & relation to debtor:

3. General description of the property (if real property, state street address here. Also attach legal description as an exhibit to the notice filed with the court):

4. A copy of the full property description or inventory may be examined or obtained at:

5. The property may be previewed at (include time and place):

6. Other parties to the transaction and their relationship to the debtor are:

7. The gross sale price is: \$ _____.

All liens on the property total \$ _____, of which movant believes a total of \$ _____ need not be paid as secured claims (because the lien is invalid, avoidable, etc., the lienholder consents to less than full payment, or part or all of the underlying debt is not allowable).

Secured creditor(s) also seek(s) reimbursement of \$ _____ for fees and costs.

Total sales costs will be: \$ _____.

All tax consequences have been considered, and it presently appears that the sale will result in net proceeds to the estate after payment of valid liens, fees, costs, and taxes of approximately: \$ _____.

8. The sale is is not (mark one) of substantially all of the debtor's assets. Terms and conditions of sale:

9. Competing bids must be submitted to the movant no later than _____ and must exceed the above offer by at least _____ and be on the same or more favorable terms to the estate.
10. Summary of all available information regarding valuation, including any independent appraisals:
11. If paragraph 7 indicates little or no equity for the estate, the reason for the sale is:

and expenses and taxes resulting from the sale will be paid as follows:

12. (Chapter 11 cases only) The reason for proposing the sale before confirmation of a plan of reorganization is:
13. The following information relates to lienholders (who are listed in priority order):

Name	Service Address (See FRBP 7004)	Approx. Lien Amount	Indicate Treatment at Closing (Fully Paid, Partially Paid, or Not Paid.)

14. Any liens not fully paid at closing will attach to the sale proceeds in the same order of priority they attach to the property. Any proceeds remaining after paying liens, expenses, taxes, commissions, fees, costs, or other charges as provided in this motion, must be held in trust until the court orders payment.
15. (If real property) The court appointed real estate broker, _____, will be paid _____.

16. A hearing on this motion and any objections to the sale or fees is scheduled as follows:
Date: _____ **Time:** _____ **Location:** _____

Testimony will be received if offered and admissible. If no timely objection is filed, the hearing may be canceled and an order submitted. Parties are encouraged to check the hearing calendar at <https://www.orb.uscourts.gov> after the objection deadline has passed.

17. I certify that on _____ this document was served, under FRBP 7004, on the debtor(s), trustee (if any), U.S. Trustee, each named lienholder at the address listed above, the creditors' committee chairperson (if any), and their attorneys; and (unless movant is a chapter 7 trustee) that it was also sent on that date, pursuant to FRBP 2002(a), to all creditors and all parties as listed in the court's records that were obtained on _____, a copy of which is attached to the document filed with the court.

18. For further information, contact: _____

Date

Signature & Relation to Movant

Debtor's Taxpayer ID#(s) (last 4 digits)
(If debtor is movant)

**AGREEMENT FOR
SALE AND PURCHASE OF BUSINESS ASSETS**

This Agreement for Sale and Purchase of Business Assets (the “*Agreement*”) is dated May 1, 2020 (the “*Effective Date*”), and is entered into by and among Saxum Stone, LLC , a Washington limited liability company (“*Buyer*”); Amy Mitchell (“*Seller*”) as the trustee of the chapter 7 bankruptcy estates of Wall to Wall Tile & Stone-Oregon LLC, an Oregon limited liability company; Wall to Wall Tile & Stone, LLC, a Washington limited liability company; and Wall to Wall Tile & Stone-Idaho LLC, an Idaho limited liability company, jointly administered, case numbers 19-32600-dwh7, 19-32599-dwh7, and 19-32603-dwh7 (“*Debtors*”).

Background

A. Debtors operated businesses engaged in the manufacturing, sale, and installation of stone countertops and other interior surfaces out of three locations in Vancouver, Washington (warehouse, storage building and yard, and office), one location in Kent, Washington, and one location in Boise, Idaho (collectively, the “*Business*”). Seller, in her capacity as trustee of the Bankruptcy Case, owns equipment, inventory, contract rights, leasehold interests, accounts receivables, cash and cash equivalents, intangible assets, intellectual property, and miscellaneous assets used in connection with the Business.

B. On July 16, 2019, each Seller filed a petition for Chapter 11 bankruptcy in the United States Bankruptcy Court, District of Oregon (the “*Bankruptcy Court*”), Lead Case No. 19-32600-dwh11. On April 6, 2020 each of Debtor’s chapter 11 cases were converted to chapter 7 cases (“*Bankruptcy Case*”).

C. Buyer desires to acquire substantially all the assets used, useful, or intended to be used, in the Business.

Section 1

ASSETS PURCHASED; LIABILITIES ASSUMED

1.1. Assets Purchased. Subject to the terms and conditions set forth in this Agreement and the Sale Order, effective upon Closing, Seller hereby sells to Buyer and Buyer hereby purchases from Seller all of the Assets of the Estate useful in the Business, including, but not limited to accounts receivable, equipment, inventory, supplies, the real property leases listed in Schedule 1.2, software, licenses, Intellectual Property, books and records, tools, vehicles listed on Schedule 1.1, all claims, if any, against Buyer, its members, agents, attorneys, officers, and directors (“*Buyer Claims*”); provided, however, that the purchased assets do not include: a) cash; b) vehicle leases with Enterprise Fleet Management, Inc. (“*Enterprise*”); c) claims and causes of action, if any, against present or former insiders or otherwise listed in paragraphs 4 and 8 of the Conversion Declaration filed on April 20, 2020 as Lead Case Docket No. 356 (the “*Conversion Declaration*”) (other than claims against Buyer and Buyer’s members) or arising under or pursuant to Sections 544, 547, 548, 549 or 550 of the Bankruptcy Code, other than the Buyer Claims; d) Benefit Plans of the Seller; e) any vehicles not listed on Schedule 1.1 and any other items listed in paragraphs 3(i)-(j) of the Conversion Declaration; and f) claims pursuant to any insurance policy insuring the Debtors’ for general liability or for acts of officers and owners of

Debtors, other than the Buyer Claim (the “*Assets*”), free and clear of all mortgages, pledges, liens, security interests, options, claims (including but not limited to any claim for successor liability), charges, other encumbrances, interests, or restrictions of any kind (collectively, “*Liens*”).

1.2. Assumed Liabilities. Subject to the terms and conditions set forth in this Agreement and the Sale Order, Buyer assumes no liabilities of Seller other than the liabilities of a) the Assumed Leases listed in Schedule 1.2, and b) Seller’s obligation to remove all property and vacate from Kent, along with any other premises subject to leases that Buyer does not assume, by no later than May 30, 2020, or to make alternative arrangements with the respective landlord(s), provided, however, that Buyer assumes no liability to any landlord for Enterprise vehicles not removed from the premises by Enterprise. Buyer will pay and perform the Assumed Leases pursuant to the terms thereof, but only for the periods of time the Assumed Lease are in effect after the Closing Date.

Buyer will not assume or be responsible for any liabilities or obligations of Seller or Debtors other than as described in this subsection.

Section 2 ALLOCATION OF PURCHASE PRICE

The Purchase Price will be allocated among the Assets in accordance with an allocation schedule, which shall be prepared by Buyer and delivered to Seller within 60 days after the Closing Date, and Buyer and Seller will be bound by that allocation in reporting the transactions contemplated by this Agreement.

Section 3 PURCHASE PRICE

3.1. Purchase Price. The purchase price for the Assets is \$4,364,519 plus the pro-rata portion of rent paid by Seller from the Closing Date through the end of May under the Assumed Leases and for the remaining premises not subject to assumed leases (Kent and Vancouver), which is expected to be approximately \$64,394.60 if the Closing Date is May 15, 2020 (the “*Purchase Price*”), which shall be paid to the Seller on the Closing Date, less the amount of the deposit provided for in Section 3.3 and the adjustments described below.

3.2. Purchase Price Adjustment. The Purchase Price shall be adjusted as follows (“*Adjustments*”):

3.2.1. Accounts Receivable. The Purchase Price shall be reduced as of the close of business May 14, 2020 (“*Adjustment Date*”), as follows: A) For payments received by Seller on or prior to the Adjustment Date on account of invoices that were paid within the invoice payment terms, the Purchase Price will be reduced by 80% of the payments received. B) For payments received by Seller on or prior to the Adjustment Date on account of invoices that were paid 1-30 days late of the invoice due date, the Purchase Price will be reduced by 65% of the payments received. C) For payments received by Seller on or prior to the Adjustment Date on account of invoices that were paid 31-60 days late of the invoice due date the Purchase Price will be reduced by 50% of the

payments received. D) For payments received by Seller on or prior to the Adjustment Date on account of invoices that were paid 61-90 days late of the invoice due date, the Purchase Price will be reduced by 30% of the payments received. E) For payments received by Seller on or prior to the Adjustment Date on account of invoices that were paid more than 90 days late of the invoice due date, the Purchase Price will be not be reduced. For purposes of determining payment adjustment, the invoice aging is deemed to be the aging category as of March 30, 2020 (“*Aging Category Date*”).

3.2.2. Retention of Payments Received. Seller shall retain all payments received on account of payments paid by customers on or prior to the Adjustment Date. Buyer shall retain all payments received on account of payments paid by customers after the Adjustment Date. Payments retained by Buyer shall not be subject to the adjustment provisions of this Section.

3.3 Good Faith Deposit. By Monday, May 4, 2020, Buyer shall pay \$660,000 (approximately 15% of the Purchase Price) to Seller as a good faith deposit (“*Deposit*”). The Deposit shall be refunded to Buyer if this Agreement is terminated as provided for in Section 14, not approved by the Bankruptcy Court as provided for in Section 15, or the transaction provided for herein is not consummated by the Closing Date and Buyer is not in breach; provided, however, that the Deposit shall not be refunded to Buyer if the transaction provided for herein is terminated because Buyer is in breach of this Agreement.

3.4 Early Access. After the Effective Date and prior to Closing, Seller shall allow Buyer access to the Assets, books and records, and the premises subject to the Assumed Leases, including photos and videos created by the Seller or its agents post-conversion to document the assets within each of its business locations (including Kent) – all of which are being provided for the purpose of calculating the Adjustments provided for in Section 3.2 and for assurance to Buyer of the condition of the Assets prior to its payment of the Deposit.

Section 4

OTHER AGREEMENTS

4.1 Documents. At the Closing, (a) Seller will execute a Bill of Sale in the form of **Schedule 4(a)** transferring ownership of the Assets to Buyer (the “*Bills of Sale*”); (b) Seller will execute a Trademark Assignment in the form of **Schedule 4(b)** (the “*Trademark Assignment*”); and (c) Seller will deliver such other instruments and documents as may be reasonably requested by Buyer to convey the Assets to Buyer (together, with the Sale Order (as defined in Section 16.3), the “*Related Agreements*”).

4.2 Cooperation with Bailors. After Closing, Buyer will cooperate with the Debtors’ customers who fully paid for products that are completed and sitting in the Debtors’ facilities and other similarly situated parties (“*Bailors*”), who have assets, then under control of Buyer, which assets were not included in the Assets purchased (“*Bailments*”), for the transfer of possession of Bailments to Bailors. Buyer is not obligated to incur expenses in such transfer of possession, but shall allow reasonable access for Bailors to remove Bailments owned by Bailors. Bailors shall provide Buyer with reasonable notice prior to transfer of Bailments.

Section 5
SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer, as of the Effective Date and as of the Closing Date as follows.

5.1. Wells Fargo Consent. Seller has obtained the consent of Wells Fargo Bank, National Association (the "**Bank**") and Wells Fargo Equipment Finance, Inc. ("**WFEF**") to sell the Assets free and clear of the Bank and WFEF's liens and claims for the Purchase Price, subject to a carve-out in an amount separately negotiated between Seller and the Bank.

5.2. Required Consents. Except for the consent of the Bankruptcy Court in the Bankruptcy Case, and the consents provided for in Section 5.1, no consent, approval, order, or authorization of, or registration, declaration, or filing with, any governmental entity is required with respect to Seller in connection with the execution, delivery, or performance of this Agreement or the agreements referenced herein.

5.3. Title to and Condition of Assets.

5.3.1 Seller owns the Assets and has not sold, transferred, encumbered, leased, pledged, or disposed of any Assets other than as provided for in this Agreement.

5.3.2 The Assets constitute substantially all of the tangible and intangible assets owned by Seller (whether or not appearing on Debtors' balance sheets, books and records, or bankruptcy schedules) and all of the Assets used by or useful to Seller in the operation of the Business.

5.4. Intellectual Property.

5.4.1 Identification of Intellectual Property. "**Intellectual Property**" includes, without limitation, trademarks, copyrights, trade secrets, and confidential business information, including ideas, research, and development, know-how, formulae, compositions, manufacturing, and production processes and techniques, methods, technical data, designs, drawings, specifications, customer lists and contact information, supplier lists and contact information, price lists, bid records and proposals, other pricing and cost information, sales, non-public marketing and promotional materials, catalogues and advertising literature, strategic plans, business plans, marketing plans, annual budgets, inventions, developments, discoveries, know-how, concepts and ideas (whether or not patentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications, and patent disclosures, and all rights, claims, benefits, and remedies under any laws and throughout the world with respect to any of the foregoing and any other proprietary rights in intangible forms of property.

5.4.2 Litigation and Claims. Seller is not aware of any pending or threatened suit, action, claim, arbitration, grievance, litigation, administrative or legal or other proceeding, or investigation, against any Debtor or Seller or its licensors contesting the validity of, or Seller's right to use, any of the Intellectual Property.

5.5. Full Disclosure. To the best of Seller's knowledge, the representations and warranties of Seller contained in this Agreement do not contain any untrue statement of a material fact or omit a material fact required to be stated therein or necessary to make the statements made, in light of the circumstances under which such statements were made, not false or misleading.

Section 6

BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller as follows:

6.1. Company Existence. Buyer has all requisite company power and authority to enter into this Agreement and the Related Agreements and to perform its obligations under them.

6.2. Authorization. The execution, delivery, and performance of this Agreement and the Related Agreements have been duly authorized and approved by the necessary members of Buyer. This Agreement and the Related Agreements, when approved by the Bankruptcy Court in the Sale Order, will constitute the legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with their respective terms. The execution and delivery by Buyer of this Agreement and the Related Agreements will not require any authorization, consent, approval, exemption, or other action by or notice to any court or administrative or governmental body, other than approval required by the Court in Seller's bankruptcy.

6.3. Brokers and Finders. Buyer has not employed any broker or finder in connection with the transactions contemplated by this Agreement and has taken no action that would give rise to a valid claim against any party for a brokerage commission, finder's fee, or other like payment.

6.4. No Conflict. The execution, delivery, and performance by Buyer of this Agreement and the Related Agreements to which Buyer is a party, the consummation of the transactions contemplated hereby and thereby, and the fulfillment of and compliance with the terms and conditions hereof and thereof, do not, with the passing of time or the giving of notice or both, (a) violate or conflict with any provision of Buyer's Articles of Organization; or (b) violate or conflict with, constitute a breach of or default under, result in the loss of any benefit under, permit the acceleration of any obligation under, or create in any party the right to terminate, modify, or cancel any agreement, contract, lease, license, instrument, or other arrangement to which Buyer is a party.

6.5. Required Consents. No consent, approval, order or authorization of, or registration, declaration, or filing with, any governmental entity is required with respect to Buyer in connection with the execution, delivery, or performance of this Agreement or the agreements referenced herein.

Section 7
COVENANTS OF SELLER

7.1. No Transfer Before Closing. Between the date of this Agreement and the Closing, Seller will not assign, sell, lease, encumber, pledge, dispose of, or otherwise transfer any interest in or dispose of any of the Assets, whether now owned or hereafter acquired.

7.2. Conditions. Seller will use Seller's best efforts to effectuate the transactions described herein and to fulfill all the conditions of Seller's obligations under this Agreement and the Related Agreements, and will do all acts and things as may be required to carry out Seller's obligations under this Agreement and the Related Agreements.

7.3. Business Names. Upon Buyer's request and before closure of the Bankruptcy Case, Seller, upon Buyer's request, will cause the change of Debtors' names as registered with the Secretary of State of Washington, Idaho, or Oregon to a name that does not include the words "Wall to Wall" and will execute and deliver all documents required of Seller to allow Buyer to adopt "Wall to Wall" as a registered trade name or assumed business name in all such states.

7.4. Transfer Taxes. All documentary, transfer, sales, use, stamp, registration, and other such Taxes, and all conveyance fees, recording charges, and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement (collectively, "**Transfer Taxes**") shall be borne by Buyer. Seller shall file all necessary Tax Returns and other documentation with respect to all such documentary, transfer, sales, use, stamp, registration, and other such Taxes and fees, and Buyer shall join in such filing to the extent required by applicable law.

Section 8
COVENANTS OF BUYER

Buyer will use its best efforts to effectuate the transactions described herein and to fulfill all the conditions of Buyer's obligations under this Agreement and the Related Agreements, and will do all acts and things as may be required to carry out Buyer's obligations under this Agreement and the Related Agreements.

Section 9
CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

Buyer shall not be obligated to consummate the transactions hereunder unless the following conditions are satisfied:

9.1. This Agreement shall have been approved by the Bankruptcy Court as presented and without modification, unless otherwise agreed by Buyer on terms satisfactory to Buyer and Seller in their respective sole discretions. The Bankruptcy Court must have entered the Sale Order approving this Agreement and authorizing Seller to perform Seller's obligations under this Agreement.

9.2. Seller shall have complied with the covenants set forth in Section 7.

9.3. The Closing Date is not later than May 18, 2020.

Section 10
CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

The obligation of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, or waiver by Seller, at or prior Closing, of each of the following conditions:

10.1. All of Buyer's representations and warranties made in this Agreement shall be true and accurate in all respects.

10.2. The Bankruptcy Court shall have entered the Sale Order.

Section 11
BUYER'S ACCEPTANCE

Buyer represents and acknowledges that it has entered into this Agreement on the basis of its own examination, personal knowledge, and opinion of the value of the business and the representations and warranties made by Seller in this Agreement. Buyer has not relied on any representations made by Seller other than those specified in this Agreement. Buyer further acknowledges that Seller has made no agreement or promise to repair or improve any of the leasehold improvements, equipment, or other personal property being sold to Buyer under this Agreement and that Buyer takes all such property in an "as is, where is" condition, except as otherwise provided in this Agreement. In other words, Buyer is purchasing Seller's Assets wherever the Assets are located.

Section 12
RISK OF LOSS

The risk of loss, damage, or destruction to any of the Assets will be borne by Seller before the Closing. In the event of such loss, damage, or destruction to any of the Assets, then the Purchase Price will be adjusted by an amount agreed on by Buyer and Seller, or as determined by the Bankruptcy Court, in an amount equal to the fair market value of the lost, damaged, or destroyed Asset as of the Closing Date.

Section 13
CLOSING

13.1. **Time and Place.** The transactions will be consummated (the "**Closing**") effective immediately and automatically, without further action by any party, upon entry of the Sale Order in the Bankruptcy Case, which the parties anticipate to be May 15, 2020 but no later than May 18, 2020 (the "**Closing Date**").

13.2. **Obligations of Seller at Closing.** Upon the Closing, Seller will deliver to Buyer the following:

- (a) The Bills of Sale;

(b) The Trademark Assignment;

(c) Possession of the Assets that are located at the Seller's business locations, including: 1) passwords and login credentials to all digital systems, computers, applications, programs, software, websites, affinity programs, and hand-held devices, 2) keys and combinations to all physical locks for vehicles, buildings doors, files, cabinets, and safes, and 3) alarm codes, 4) operating manuals for all equipment, and 5) policy, procedure, and process manuals, instructions, and methods;

(d) The Related Agreements;

(e) Assignment and assumption agreements relating to Assumed Liabilities.

(f) Such other certificates and documents as may be called for by the provisions of this Agreement.

13.3. Buyer's Obligations at Closing. Upon the Closing, Buyer will deliver to Seller the following:

(a) Any certificates and documents as may be called for by the provisions of this Agreement;

(b) Executed assignment and assumption agreements relating to Assumed Liabilities; and

(c) Payment of the Purchase Price.

Section 14

TERMINATION OF AGREEMENT

14.1. Right of Parties to Terminate. Buyer may only terminate this Agreement, if Seller breaches this Agreement or the Sale Order has not been entered on or before May 18, 2020.

14.2. Effect of Termination. If Buyer decides to terminate this Agreement pursuant to Section 14.1, it will promptly give written notice to Seller of such decision. In the event of a termination of this Agreement, the parties to this Agreement will be released from all liabilities and obligations arising under this Agreement with respect to the matters contemplated by this Agreement, other than for damages arising from a breach of this Agreement.

Section 15

BANKRUPTCY PROVISIONS

15.1. Seller and Buyer acknowledge that this Agreement and the sale of the Assets are subject to Bankruptcy Court approval. Seller must demonstrate that Seller has taken reasonable steps to obtain the highest or otherwise best offer possible for the Assets, including but not limited to, giving notice of the transaction contemplated by this Agreement to creditors and certain other interested parties. Further, Seller and Buyer acknowledge that, in the event that a

qualified bid is received, the Bankruptcy Court will, most likely, order an auction process for the sale of the Assets.

15.2. Seller will file with the Bankruptcy Court a motion (the “*Sale Motion*”) seeking the Bankruptcy Court’s issuance of an order (the “*Sale Order*”) approving the sale of the Assets free and clear of liens, claims, interests, and encumbrances, scheduling an auction, if necessary, and hearing to consider the sale, and establishing other dates and deadlines.

15.3. The Sale Motion shall include a request that the proposed Sale Order include, among other things:

(a) That this Agreement was negotiated at arm’s length, and Buyer has acted in good faith and without collusion or fraud of any kind;

(b) Buyer is not an “insider” or “affiliate” of any Seller as those terms are defined in the Bankruptcy Code;

(c) Neither Seller nor Buyer has engaged in any conduct that would prevent the application of Section 363(m) of the Bankruptcy Code or cause the application of Section 363(n) of the Bankruptcy Code with respect to the consummation of the transactions contemplated in this Agreement;

(d) Buyer is purchasing the Assets in good faith within the meaning of Section 363(m) of the Bankruptcy Code and is entitled to the protections afforded by Section 363(m) of the Bankruptcy Code;

(e) Notice of the sale (and any required sale procedures) is sufficient to comply with the notice requirements of the Bankruptcy Code;

(f) All objections to the sale free and clear of liens, claims, interests, and encumbrances have been withdrawn or overruled, and Buyer therefore purchases the Assets free and clear of all liens, claims, interests, and encumbrances;

(g) Buyer is released from any potential liability in connection with the purchase of the Assets, including all claims for successor liability, other than Assumed Liabilities; and

(h) The fourteen-day stay provision of Bankruptcy Rule 6004 is waived.

15.4. Seller has served a copy of the Sale Motion on all parties entitled to notice under the Bankruptcy Code or as otherwise required by the Bankruptcy Court, and, without limiting the preceding, have also served a copy of the Sale Motion on all entities that claim any interest in or lien upon the Assets, and on all entities that expressed to Seller an interest in purchasing the Assets.

15.5. In order for a bid to be considered a “qualified bid” by Seller, the bidder must:

(a) demonstrate the ability to pay initial and any subsequent bids in cash at Closing; and

(b) execute an asset purchase agreement, in a form substantially similar to this Agreement with a Purchase Price of not less than \$250,000, no later than two (2) days prior to the hearing on the Sale Motion.

Section 16

MISCELLANEOUS PROVISIONS

16.1. Amendment. This Agreement may be modified pursuant to the Buyer and Seller's written consent or as set forth in the Sale Order.

16.2. Assignment. Neither party may assign this Agreement or delegate its duties without the prior written consent of the other party, which will not be unreasonably withheld. Any attempt to assign without the other party's consent will be void and will give the non-assigning party the right to immediately cancel and terminate this Agreement.

16.3. Attorney's Fees. In any dispute arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonably incurred attorney's fees and other expenses, together with all other amounts provided by law, including in any appellate or bankruptcy proceeding.

16.4. Binding Effect. This Agreement will be binding on and inure to the benefit of the parties and their respective representatives, successors, and permitted assigns.

16.5. Counterparts. This Agreement may be executed in counterparts. Signatures delivered electronically will be effective as originals.

16.6. Entire Agreement. This Agreement and the Related Agreements represent the entire agreement between the parties as to their subject matter and supersede all prior agreements, representations, or negotiations.

16.7. Interpretation. This Agreement has been presented to and approved by the Bankruptcy Court. No rule of construction or interpretation that disfavors the drafting party will apply to the interpretation of this Agreement. Instead, this Agreement will be interpreted according to the fair meaning of its terms.

16.8. Governing Law. This Agreement will be governed by and construed according to the laws of the State of Oregon, without reference to its conflict-of-laws principles.

16.9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties and their successors and permitted assigns. This Agreement is not intended to, and will not, confer any right upon any other person or entity except as set forth in the Sale Order.

16.10. Notices. Any notice or consent required or permitted under this Agreement must be in writing and will be effective upon the earliest of: (a) personal delivery; (b) one Business Day after being deposited with an overnight courier (such as UPS or FedEx); or

(c) three Business Days after being deposited with the U.S. Postal Service, certified mail, return receipt requested; in each case addressed as follows:

To Buyer:

Saxum Stone, LLC
1523B SE Cutter LN
Vancouver, WA 98661

Attn: Tony Klincke

with a copy to:

Law Office of Shawn P. Ryan
620 S.W. Main St., Suite 612
Portland, OR 97205

Attn: Shawn P. Ryan

To Seller:

Amy Mitchell, Trustee
PO Box 2289
Lake Oswego, OR 97035

Attn: Amy Mitchell

with a copy to:

Leonard Law Group
1 SW Columbia, Ste. 1010
Portland, OR 97204

Attn: Justin Leonard

16.11. Severability. Each provision of this Agreement is severable. If any provision is unenforceable, then the Agreement will be reformed to the narrowest extent necessary to render it enforceable consistent with the parties' original intentions.

16.12. Venue; Jury Waiver. All disputes arising out of or relating to this Agreement will be subject to the exclusive jurisdiction of the Bankruptcy Court or, if the Bankruptcy Case is closed, then the State and Federal courts in Portland, Oregon. The parties waive any right to trial by jury in any such proceedings.

16.13. Definitions.

16.13.1 "*Assets of the Estate*" means all assets owned by Debtors on the date the Bankruptcy Case was converted to chapter 7 and that are included as "property of the estate" as defined in 11 U.S.C. Section 541.

16.13.2 "*Benefit Plan*" means (a) all "employee pension benefit plans" and "employee benefit plans," as defined in Sections 3(2) and (3) of ERISA; (b) nonqualified deferred compensation plan (as defined in Section 409A of the Code); or (c) employment, severance, change-in-control, bonus, incentive, equity compensation, fringe benefit, retirement, and any other compensatory plan, program, agreement, contract or arrangement of any kind (whether or not subject to ERISA, written or oral, qualified or nonqualified, funded or unfunded, foreign or domestic, currently effective or terminated), and any trust, escrow, insurance contract, or other funding mechanism related thereto now in effect or required in the future as a result of the transaction, under which any present or former employee, independent contractor, officer or director of Debtors or any ERISA Affiliate has any present or future right to benefits, which is or was sponsored or maintained by Debtors or any ERISA Affiliate, or with respect to which Debtors or any ERISA Affiliate has had or could reasonably be expected to have any liability.

16.13.3 "*Business Day*" means any day that banks in Portland, Oregon, are generally open for business, notwithstanding any "stay at home order" or similar directive from the Governor of the State of Oregon or other federal or state directive closing businesses for the purpose of securing public health.

16.13.4 “*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder, all as in effect from time to time.

16.13.5 “*ERISA Affiliate*” means any entity that would be deemed a “single employer” with any Seller or its Affiliates under Section 414 of the Code or under “common control” with any Seller or its Affiliates under Section 4001(b)(1) of ERISA.

16.13.6 “*Including*” (whether or not capitalized, along with variants thereof) means “including, without limitation.”

16.13.7 “*Law*” means any law, statute, rule, code, executive order, ordinance, regulation, ruling or judgment of any governmental entity or any order, writ, injunction or decree, whether preliminary or final, entered by any governmental entity.

16.13.8 “*Losses*” means any and all claims, liabilities, obligations, damages, losses, costs, expenses, penalties, fines, interest and judgments (at equity or at Law, including statutory and common) and damages whenever arising or incurred (including amounts paid in settlement, costs of investigation, reasonable attorneys’ fees and expenses and the allocated fees and expenses of in-house counsel).

16.13.9 “*Tax*” or “*Taxes*” means, with respect to any person or entity, all (a) United States federal, state, or local or non-United States taxes, duties, levies, or other similar governmental charges, including all income taxes (including any tax on or based upon net income, gross income, or income as specially defined, or earnings, profits, or selected items of income, earnings, or profits), profits, capital gains, gross receipts, capital stock, occupation, property, excise, severance, value added, alternative minimum, environmental, customs, social security (or similar), sales, use, ad valorem, transfer, franchise, license, withholding, payroll, employment, or windfall profits taxes, alternative or add-in minimum taxes, social security (or similar) unemployment, disability, escheat and other taxes, duties, fees, levies, or other similar governmental charges of any kind whatsoever, whether disputed or not, together with all estimated taxes, deficiency assessments, additions to tax, penalties, and interest; and (b) any liability for the payment of any amount of a type described in clause (a) arising as a result of being or having been a member of any consolidated, combined, unitary, or other group or being or having been included or required to be included in any Tax Return related thereto or as a result of any tax sharing, tax indemnity, or tax allocation agreement or any other express or implied agreement to assume Taxes of any other person or entity or indemnify any person or entity.

16.13.10 “*Tax Returns*” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

* * * *

[Signature page follows]

BUYER: Saxum Stone, LLC:



Tony Klincke, Member

SELLER: Bankruptcy Estates of Wall to Wall Tile & Stone-Oregon LLC, an Oregon limited liability company; Wall to Wall Tile & Stone, LLC, a Washington limited liability company; and Wall to Wall Tile & Stone-Idaho LLC, an Idaho limited liability company

Amy Mitchell, Trustee

Label Matrix for local noticing
0979-3
Case 19-32600-dwh7
District of Oregon
Portland
Fri May 1 16:45:15 PDT 2020

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Wyatt Merrow
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La Center, WA 98629-4126

Zachary Bachman
1500 E Riverside Dr Apt 507
Austin, TX 78741-1163

Zachary Bingle
3510 Yeoman Ave
Vancouver, WA 98660-1179

Zachary Johnson
2420 Hayden Way
Boise, ID 83705-4527

Zachary McCord
12724 104th Ave Ct
Apt B202
Puyallup, WA 98374-5658

Zachary Moore
2103 NW 115th St
Vancouver, WA 98685-3660

Zackery Bishop
608 E 17th St
Vancouver, WA 98663-3428

Zoe Abrahms
11422 71st Pl S
Seattle, WA 98178-3005

juan Villagrana
4710 Plomondon St
Apt 100
Vancouver, WA 98661-6191

matthew Kleven
11900 NE 103rd St
Apt L121
Vancouver, WA 98662-1637

michael Fleming
2317 NW 168th Ave
Vancouver, WA 98684

otoniel Sanchez
21004 International Blvd
Seattle, WA 98198-5951

ALBERT N KENNEDY
888 SW 5th Ave #1600
Portland, OR 97204-2030

AVA L SCHOEN
888 SW 5th Ave #1600
Portland, OR 97204-2030

Amy E Mitchell
POB 2289
Lake Oswego, OR 97035-0074

MICHAEL W FLETCHER
888 SW 5th Ave #1600
Portland, OR 97204-2030

TIMOTHY J CONWAY
888 SW 5th Ave #1600
Portland, OR 97204-2030

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).

Cascade Natural Gas Corporation
POB 5600
Bismarck, ND 58506-5600

City of Portland
Revenue Division
111 SW Columbia St., Ste. 600
Portland, OR 97201

Clark County Treasurer
POB 5000
Vancouver, WA 98666-5000

Edward Hostmann Inc
325 2nd St #301
Lake Oswego, OR 97034

Focus North America, inc.
1005 W. 8th St.
Vancouver, WA 98660

Pacific Power
POB 26000
Portland, OR 97256-0001

Serverlogic Corporation
9900 SW Greenburg Rd
Suite #110
Portland, OR 97223

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

Alvine Baldridge
11900 NE 18th St
BN251
Vancouver, WA 98684

Benjamin Lyons
2404 SE 161st Ct
F-45
Vancouver, WA 98683

Cody Connel
14138 NE Sandy Blvd
P 4
Portland, OR 97230

Grant Evans
11900 NE 18th Street
Apt Ak85
Vancouver, WA 98684

Joseph Horine
4701 NE 72nd Ave
Apt G97
Vancouver, WA 98661

Mychael Kane
2700 W Powell Blvd
#B209
Gresham, OR 97030

Nathan Tegarden
206 NE 126th Ave
Apt E62
Vancouver, WA 98684

Tammy Watson
2716 SE 169th Ave
T187
Vancouver, WA 98683

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

(u)B & W Warehouse LLC

(u)Baffco Enterprises, LLC

(d)ODR Bkcy
955 Center NE #353
Salem, OR 97301-2555

(u)Official Committee Of Unsecured Creditors

(u)R&H Construction Co.

(u)Saxum Stone, LLC

(d)US Attorney General
Department of Justice
10th & Constitution NW
Washington, DC 20530-0001

(u)Wells Fargo Bank, N.A.

(u)Wells Fargo Equipment Finance, Inc.

(d)Alexander Martin
361 South Wooddale Avenue
Eagle, ID 83616-7711

(d)Batholite Natural Stone, Inc
302 Wellspring Ct
Hockessin, DE 19707-2096

(d)Beckart Environmental Inc
6900 46th Street
Kenosha, WI 53144-1779

(u)Bramagran
Aracui - Castelo/Es
POB 121
02936

(d)Bryce Meyer
POB 2184
Sumner, WA 98390-0480

(d)CFO Selections LLC
310 - 120th Ave NE #101
Bellevue, WA 98005-3013

(d)Connor Steffen
1715 W. 4th st
Kuna, ID 83634-1277

(d)Dalton Lantos
8701 East Mill Plain Boulevard
#20
Vancouver, WA 98664-2573

(d)Edgebanding Services, Inc.
828 W. Cienega Ave.
San Dimas, CA 91773-2459

(d)Executive Engagements International, LLC
301 W. Platt Street
Suite 613
Tampa, FL 33606-2292

(d)Jeremy Keplinger
POB 61663
Vancouver, WA 98666-1663

(d)Jonathan Messica
8927 180 St. E
Puyallup, WA 98375-9675

(d)Juan Albarran
POB 2002
Apt 36
Vancouver, WA 98668-2002

(d)Juan Rebolledo Angel
17929 Northeast 192nd Avenue
Brush Prairie, WA 98606-7805

(d)Logan Piper
POB 1995
Woodland, WA 98674-1900

(d)ODR Bkcy
955 Center St NE
Salem OR 97301-2555

(d)Rogers Machinery Company, Inc.
PO BOX 230429
PORTLAND, OR 97281-0429

(u)Saudi Marble And Granite
Siteen Street, Malaz
POB: 25531
Riyadh, 11476

(d)Steven Overton
409 SE cascade dr
Vancouver, WA 98664-2601

(d)Wells Fargo Equipment Finance, Inc.
600 South 4th Street, Mac N9300-100
Minneapolis, MN 55415-1526

(u)Charlene Hiss

(u)Tony Klincke

(d)Tyler Kruckenberg
28700 NE Lewisville Hwy
Battle Ground, WA 98604-7536

End of Label Matrix	
Mailable recipients	855
Bypassed recipients	32
Total	887