

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	:	Chapter 11
FRESH & EASY, LLC, ¹	:	Case No. 15-12220 (BLS)
Debtor.	:	Related to Docket No. 288
	:	Objection Deadline: February 24, 2017 at 5:00 p.m. (ET)

**NOTICE OF PROPOSED SALE OF MISCELLANEOUS ASSETS
PURSUANT TO THE MISCELLANEOUS ASSET SALE PROCEDURES**

PLEASE TAKE NOTICE that, on October 30, 2015, the above captioned debtor and debtor in possession (the “Debtor”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”).²

PLEASE TAKE FURTHER NOTICE that, on December 3, 2015, the Court entered an order (the “Miscellaneous Asset Sale Order”) (Docket No. 288), a copy of which is attached hereto as **Exhibit A** (without Exhibits), authorizing the Debtor to sell or transfer certain miscellaneous assets pursuant to the procedures set forth in the Miscellaneous Asset Sale Order.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Miscellaneous Asset Sale Order, the Debtor proposes to sell the following asset (the “Asset”) to Wandering Still Inc. (the “Purchaser”) pursuant to an agreement substantially in the form attached hereto as **Exhibit B** (the “Purchase Agreement”).

Description of the Asset(s).

The Asset consists of a Liquor License (No. 539659), as further described in Exhibit 1 to the Purchase Agreement.

Purchase Price.

The Purchase Price is Fifteen Thousand Dollars and No Cents (\$15,000).

¹ The last four digits of the Debtor’s federal taxpayer identification number are 8906. The Debtor’s mailing address is Howard Hughes Center, 6080 Center Drive, 6th Floor, Los Angeles, CA 90045.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Debtors’ Motion for Order Pursuant to Bankruptcy Code Sections 105(a), 363 and 554(a) and Bankruptcy Rules 2002 and 6004(h) Authorizing and Approving Procedures for the Sale or Abandonment of Miscellaneous Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (II) Granting Certain Related Relief (Docket No. 133).

Significant Terms and Conditions of the Purchase Agreement.

The significant terms and conditions of the sale are set forth in the Purchase Agreement.

Known Parties Holding Liens or Other Interest in the Asset(s).

Wells Fargo Bank, National Association, c/o Riemer & Braunstein LLP, Three Center Plaza, 6th Floor, Boston, MA 02108, Attn: Donald E. Rothman, Esq. (drothman@riemerlaw.com) and Paul T. Costa, Esq. (pcosta@riemerlaw.com)

Womble Carlyle Sandridge & Rice LLP, 222 Delaware Avenue, Suite 1501, Wilmington, DE 19801, Attn: Morgan L. Patterson, Esq. (mpatterson@wcsr.com)

California Department of Alcoholic Beverage Control Headquarters, 3927 Lennane Drive, Suite 100, Sacramento, CA 95834 (HQ.Direct@abc.ca.gov)

California State Board of Equalization, P.O. Box 942879, Sacramento, CA 94279

State of California Franchise Tax Board, 300 S. Spring Street, Suite 5704, Los Angeles, CA 90013-1265

Moulton Plaza, SPE, LLC, and Laguna Woods SPE, LLC, c/o: Moulton Plaza, SPE, LLC, 48 Tesla, Irvine, CA 92672 (Facsimile: 949.367.0165)

Peter Impala, Art Rodrigues and Associates, 709 E Colorado Blvd, Suite 200, Pasadena, CA 91101 (peter@aralicens.com)

PLEASE TAKE FURTHER NOTICE that this Notice is being provided in accordance with, and sets forth the information required under, the Miscellaneous Asset Sale Order.

PLEASE TAKE FURTHER NOTICE that the Debtor proposes to sell the Asset to Purchaser on an “as is, where is” basis, free and clear of all liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code (the “Proposed Sale”).

PLEASE TAKE FURTHER NOTICE that any objection to the Proposed Sale (an “Objection”) must: (i) be in writing; (ii) state with specificity the nature of the objection; and (iii) be served on (a) the Debtor, Fresh & Easy LLC, Howard Hughes Center, 6080 Center Drive, 6th Floor, Los Angeles, CA 90045; Attn: Catherine Schneider, Esq. (Catherine.Schneider@freshandeasy.com); (b) counsel to the Debtor, Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Attn: J. Kate Stickles, Esq. (kstickles@coleschotz.com) and Patrick J. Reilley, Esq. (preilley@coleschotz.com); (c) special counsel to the Debtor, Young Conaway Stargatt and Taylor, LLP, 1000 North King Street, Wilmington, DE 19801, Attn: Michael Nestor, Esq. (mnestor@ycst.com); (d) counsel to Wells Fargo, Riemer & Braunstein, LLP, Three Center Plaza, Boston, MA 02108, Attn: Donald E. Rothman, Esq. (drothman@riemerlaw.com) and Womble Carlyle Sandridge & Rice PLLC, 222

Delaware Avenue, Suite 1501, Wilmington, DE 19801, Attn: Morgan L. Patterson, Esq. (mpatterson@wcsr.com); (e) counsel to the Committee, Fox Rothschild LLP, 2000 Market Street, 20th Floor, Philadelphia, PA 19103-3222, Attn: Joshua T. Klein, Esq. (JKlein@foxrothschild.com) and Fox Rothschild, LLP, 919 North Market Street, Suite 300, P.O. Box 2323, Wilmington, DE 19899-2323, Attn: L. John Bird, Esq. (jbird@foxrothschild.com); and (f) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Hannah Mufson McCollum, Esq. (Hannah.McCollum@usdoj.gov), **so as to be received on or before February 24, 2017 at 5:00 p.m. (Eastern Time)** (the “Objection Deadline”).

PLEASE TAKE FURTHER NOTICE that if no Objections are received by the Debtor by the Objection Deadline, then the Debtor may proceed with the Proposed Sale in accordance with the terms of the Miscellaneous Asset Sale Order.

PLEASE TAKE FURTHER NOTICE that if no Objections are received by the Debtor by the Objection Deadline, then the Debtor will seek entry of a proposed order substantially in the form attached hereto as **Exhibit C**.

Dated: February 21, 2017

COLE SCHOTZ P.C.

/s/ J. Kate Stickle

Norman L. Pernick (No. 2290)

J. Kate Stickle (No. 2917)

Patrick J. Reilley (No. 4451)

500 Delaware Avenue, Suite 1410

Wilmington, Delaware 19801

Telephone: 302-652-3131

Facsimile: 302-652-3117

*Counsel to the Debtor and
Debtor in Possession*

EXHIBIT A

**MISCELLANEOUS ASSET SALE ORDER
(WITHOUT EXHIBITS)**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
	:	
FRESH & EASY, LLC, ¹	:	Case No. 15-12220 (BLS)
	:	
Debtor.	:	Related to Docket No. 133
	:	

**ORDER AUTHORIZING AND APPROVING PROCEDURES
FOR THE SALE OR ABANDONMENT OF MISCELLANEOUS ASSETS FREE AND
CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES
AND (II) GRANTING CERTAIN RELATED RELIEF**

Upon the motion (the "Motion"),² of the Debtor for entry of an order (this "Order"), pursuant to Bankruptcy Code Sections 105(a), 363 and 554(a) and Bankruptcy Rules 2002 and 6004(h), (i) authorizing and approving procedures for the sale or abandonment of Miscellaneous Assets free and clear of liens, claims, interests and encumbrances, and (ii) granting certain related relief; and due and sufficient notice of the Motion having been provided under the particular circumstances, and it appearing that no other or further notice need be provided; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this Court may enter a final order consistent with Article III of the United States Constitution; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and a hearing having been scheduled and, to the extent necessary, held to consider the relief requested in the Motion

¹ The last four digits of the Debtor's federal taxpayer identification number are 8906. The Debtor's mailing address is 20101 Hamilton Avenue, Suite 350, Torrance, CA 90502.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

(the "Hearing"); and upon all the proceedings had before the Court; and the Court having found and determined that the relief requested is in the best interests of the Debtor, its estate and creditors, and any parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is GRANTED to the extent set forth herein.
2. Pursuant to section 363(b) of the Bankruptcy Code and Bankruptcy Rule 2002(a)(2), the Debtor is authorized, but not required, to sell Miscellaneous Assets in accordance with the Miscellaneous Asset Sale Procedures:

- a. For sales of Miscellaneous Assets to a single buyer or related group of buyers involving \$25,000 or less in total consideration per location and for sales of Miscellaneous Assets from multiple locations involving the aggregate consideration of \$125,000 or less to a single buyer or related group of buyers:
 - i. The Debtor is authorized to consummate such transaction(s) if the Debtor determines in the reasonable exercise of its business judgment that such sales are in the best interests of its estate, without further order of the Court, *provided that*, after the Debtor enters into a contract or contracts (or bill of sale, letter agreement, or other legal document) contemplating a proposed sale, the Debtor shall file with the Court and serve by email (or overnight mail where email addresses are unavailable) a notice of the proposed sale, substantially in the form attached to the Proposed Order as Exhibit 1 (the "Sale Notice"), on (i) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"); (ii) proposed counsel to the Committee; and (iii) all known parties holding or asserting liens on or other interests in the assets that are the subject of the proposed sale and their respective counsel, including, without limitation, counsel to Wells Fargo Bank, N.A. (collectively, the "Interested Parties").
 - ii. The Sale Notice shall provide in reasonable detail: (a) a description of the assets that are the subject of the proposed sale and their locations; (b) the identity of the non-debtor party or parties to the proposed sale and any relationship of

the party or parties with the Debtor; (c) the identities of any parties known to the Debtor to hold liens on or other interests in the assets and a statement indicating that all such liens or interests are capable of monetary satisfaction; (d) the major economic terms and conditions of the proposed sale; and (e) instructions consistent with the terms described below regarding the procedures to assert objections to the proposed sale.

- iii. Any objection to the proposed sale of Miscellaneous Assets (an "Objection") shall: (i) be in writing; (ii) state with specificity the nature of the objection; and (iii) be served on (a) the Debtor, Fresh & Easy LLC, 20101 Hamilton Avenue, Suite 350, Torrance, CA 90502; Attn: Catherine Schneider, Esq. (Catherine.Schneider@freshandeasy.com); (b) proposed counsel to the Debtor, Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Attn: J. Kate Stickles, Esq. (kstickles@coleschotz.com); (c) proposed special counsel to the Debtor, Young Conaway Stargatt and Taylor, LLP, 1000 North King Street, Wilmington, DE 19801, Attn: Michael Nestor, Esq. (mnestor@ycst.com); (d) counsel to Wells Fargo, Reimer & Braunstein, LLP, Three Center Plaza, Boston, MA 02108, Attn: Donald E. Rothman, Esq. (drothman@riemerlaw.com) and Womble Carlyle Sandridge & Rice PLLC, 222 Delaware Avenue, Suite 1501, Wilmington, DE 19801, Attn: Steven K. Kortanek, Esq. (skortanek@wcsr.com); (e) proposed counsel to the Committee, Fox Rothschild LLP, 2000 Market Street, 20th Floor, Philadelphia, PA 19103-3222, Attn: Joshua T. Klein, Esq. (JKlein@foxrothschild.com) and Fox Rothschild, LLP, 919 North Market Street, Suite 300, P.O. Box 2323, Wilmington, DE 19899-2323, Attn: L. John Bird, Esq. (jbird@foxrothschild.com); and (f) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Hannah Mufson McCollum, Esq. (Hannah.McCollum@usdoj.gov), so as to be received within two (2) business days from the date of service of the Sale Notice (the "Notice Period"); *provided, however*, if the Notice Period expires on a weekend, the period shall be extended to the same time on the following Monday. If an Objection is not resolved on a consensual basis, the Debtor may schedule the proposed sale and Objection for hearing at the next available omnibus hearing date in this Chapter 11 Case.

- iv. Any such sales shall be free and clear of all liens, claims, interests, and encumbrances (collectively, the "Liens") with such Liens attaching to the sale proceeds with the same validity, extent, and priority as immediately prior to the transaction.
 - v. The Debtor is authorized to take any actions that are reasonable and necessary to close the sales and obtain the proceeds thereof, including paying reasonable fees to third-party sales agents.
- b. For sales of Miscellaneous Assets to a single buyer or related group of buyers involving more than \$25,000 and up to \$100,000 in total consideration per location and for sales of Miscellaneous Assets from multiple locations involving the aggregate consideration of more than \$125,000 and up to \$400,000 to a single buyer or related group of buyers:
- i. The Debtor is authorized to consummate such transactions if the Debtor determines in the reasonable exercise of its business judgment that such sales are in the best interests of its estate, without further order of the Court, subject to the procedures set forth herein.
 - ii. Any such transactions shall be free and clear of all Liens with such Liens attaching to the sale proceeds with the same validity, extent, and priority as immediately prior to the transaction.
 - iii. The Debtor is authorized to take any actions that are reasonable and necessary to close the sale and obtain the proceeds thereof, including paying reasonable fees to third-party sales agents.
 - iv. The Debtor shall file a Sale Notice with the Court and serve the Sale Notice by email or overnight mail on the Interested Parties, at least seven (7) calendar days prior to closing such sale or effectuating such transfer.
 - v. The Sale Notice shall provide in reasonable detail: (a) a description of the assets that are the subject of the proposed sale and their locations; (b) the identity of the non-debtor party or parties to the proposed sale and any relationship of the party or parties with the Debtor; (c) the identities of any parties known to the Debtor to hold liens on or other interests in the assets and a statement indicating that all such liens or interests are capable of monetary satisfaction;

(d) the major economic terms and conditions of the proposed sale; and (e) instructions consistent with the terms described below regarding the procedures to assert objections to the proposed sale.

- vi. Any Objection to the proposed sale of Miscellaneous Assets shall: (i) be in writing; (ii) state with specificity the nature of the objection; and (iii) be served on (a) the Debtor, Fresh & Easy LLC, 20101 Hamilton Avenue, Suite 350, Torrance, CA 90502; Attn: Catherine Schneider, Esq. (Catherine.Schneider@freshandeasy.com); (b) proposed counsel to the Debtor, Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Attn: J. Kate Stickle, Esq. (kstickles@coleschotz.com); (c) proposed special counsel to the Debtor, Young Conaway Stargatt and Taylor, LLP, 1000 North King Street, Wilmington, DE 19801, Attn: Michael Nestor, Esq. (mnestor@ycst.com); (d) counsel to Wells Fargo, Reimer & Braunstein, LLP, Three Center Plaza, Boston, MA 02108, Attn: Donald E. Rothman, Esq. (drothman@riemerlaw.com) and Womble Carlyle Sandridge & Rice PLLC, 222 Delaware Avenue, Suite 1501, Wilmington, DE 19801, Attn: Steven K. Kortanek, Esq. (skortanek@wcsr.com); (e) proposed counsel to the Committee, Fox Rothschild LLP, 2000 Market Street, 20th Floor, Philadelphia, PA 19103-3222, Attn: Joshua T. Klein, Esq. (JKlein@foxrothschild.com) and Fox Rothschild, LLP, 919 North Market Street, Suite 300, P.O. Box 2323, Wilmington, DE 19899-2323, Attn: L. John Bird, Esq. (jbird@foxrothschild.com); and (f) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Hannah Mufson McCollum, Esq. (Hannah.McCollum@usdoj.gov), so as to be received by 5:00 p.m. (Prevailing Eastern Time) on the seventh (7th) day after service of the Sale Notice.
- vii. If no Objections are received by the Debtor by 5:00 p.m. (Prevailing Eastern Time) on the seventh (7th) calendar day after service of the Sale Notice, the Debtor may immediately consummate the sale.
- viii. If an Objection is timely received by the Debtor and cannot be resolved consensually, then the Miscellaneous Asset(s) may only be sold or transferred upon further order of the Court, after notice and a hearing, or resolution of the Objection.

3. Notwithstanding the Miscellaneous Asset Sales Procedures described above, for any sale of *de minimis* Miscellaneous Assets with a sale price equal to or less than \$500 (a "Miscellaneous Sale"), the Debtor is hereby authorized, without following the notice procedures required under the Miscellaneous Asset Sale Procedures or otherwise providing further notice or seeking further Court approval, to consummate the sale, and such *de minimis* Miscellaneous Sale shall be deemed final and fully authorized by the Court.

4. The Debtor must file a written report (a "Quarterly Report") with the Court and serve a copy of the Quarterly Report on the Interested Parties, beginning with the period ending on February 29, 2016, and at three-month intervals thereafter, no later than 30 days after the end of such period, concerning any such Miscellaneous Asset sales made during the period pursuant to the Miscellaneous Asset Sale Procedures, including the name(s) of the purchasing parties and the types and amounts of the sales.

5. No intellectual property, records, and/or customer lists shall be sold through the Miscellaneous Asset Sale Procedures.

6. Sales to "insiders," as that term is defined in Bankruptcy Code section 101, are not approved by this Order.

7. Buyers shall take title to the assets free and clear of all liens, claims, encumbrances, and other interests, pursuant to section 363(f) of the Bankruptcy Code. All such liens, claims, encumbrances, and other interests shall attach to the proceeds of the sale to the extent the underlying security agreement provides for the continuation of such liens, claims, encumbrances, and other interests, with the same validity and priority as with respect to the assets.

8. Any holder of a Lien who did not object, or who withdrew its objection, to the sale of Miscellaneous Assets are deemed to have consented to such sale under section 363(f)(2) of the Bankruptcy Code.

9. The sale of any Miscellaneous Assets shall be deemed arm's-length transactions, and the purchasers of such assets shall be entitled to the protections of section 363(m) of the Bankruptcy Code.

10. Nothing in the Miscellaneous Asset Sale Procedures prevents the Debtor, in its sole discretion, from seeking the separate approval of this Court, at any time, of any proposed sale upon notice and a hearing, independent of the Miscellaneous Asset Sale Procedures.

11. The Debtor is hereby authorized pursuant to section 554(a) of the Bankruptcy Code to abandon Miscellaneous Assets in accordance with the following procedures (the "Miscellaneous Asset Abandonment Procedures"):

- i. The Debtor shall give written notice of the abandonment, substantially in the form attached to this Order as Exhibit 2 (the "Abandonment Notice"), by email or overnight mail to the Interested Parties.
- ii. The Abandonment Notice shall contain (i) a reasonably detailed description of the Miscellaneous Assets to be abandoned, (ii) the reasons for such abandonment, and (iii) any payments to be made by the Debtor in connection with such abandonment.
- iii. Interested Parties will have until 5:00 p.m. (Prevailing Eastern Time) on the seventh (7th) day after the date of service of the Abandonment Notice to object to the proposed abandonment. Any Objection to the Abandonment Notice must: (i) be in writing; (ii) state with specificity the nature of the objection; and (iii) be served on (a) the Debtor, Fresh & Easy LLC, 20101 Hamilton Avenue, Suite 350, Torrance, CA 90502; Attn: Catherine Schneider, Esq. (Catherine.Schneider@freshandeasy.com); (b) proposed counsel to the Debtor, Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Attn: J. Kate Stickles, Esq. (kstickles@coleschotz.com); (c) proposed special counsel to the Debtor, Young Conaway Stargatt and Taylor, LLP, 1000 North King Street, Wilmington, DE 19801, Attn: Michael Nestor, Esq. (mnestor@ycst.com);

(d) counsel to Wells Fargo, Reimer & Braunstein, LLP, Three Center Plaza, Boston, MA 02108, Attn: Donald E. Rothman, Esq. (drothman@riemerlaw.com) and Womble Carlyle Sandridge & Rice PLLC, 222 Delaware Avenue, Suite 1501, Wilmington, DE 19801, Attn: Steven K. Kortanek, Esq. (skortanek@wcsr.com); (e) proposed counsel to the Committee, Fox Rothschild LLP, 2000 Market Street, 20th Floor, Philadelphia, PA 19103-3222, Attn: Joshua T. Klein, Esq. (JKlein@foxrothschild.com) and Fox Rothschild, LLP, 919 North Market Street, Suite 300, P.O. Box 2323, Wilmington, DE 19899-2323, Attn: L. John Bird, Esq. (jbird@foxrothschild.com); and (f) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Hannah Mufson McCollum, Esq. (Hannah.McCollum@usdoj.gov). If no written objection from any Interested Party is received, then the Debtor is authorized to immediately proceed with the abandonment.

- iv. If a written objection to the Abandonment Notice is timely received from any Interested Party, then the relevant Miscellaneous Assets shall only be abandoned upon either the consensual resolution of the objection by the parties in question or further order of the Court after notice and a hearing.

12. Any party who wishes to receive electronic notice of Sale Notices and/or Abandonments Notices shall make a request, in writing, to (a) the Debtor, Fresh & Easy LLC, 20101 Hamilton Avenue, Suite 350, Torrance, CA 90502; Attn: Catherine Schneider, Esq. (Catherine.Schneider@freshandeasy.com); (b) proposed counsel to the Debtor, Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Attn: J. Kate Stickles, Esq. (kstickles@coleschotz.com); and (c) proposed special counsel to the Debtor, Young Conaway Stargatt and Taylor, LLP, 1000 North King Street, Wilmington, DE 19801, Attn: Michael Nestor, Esq. (mnestor@ycst.com), and must provide, (i) the name, address, telephone number, and email address of the party requesting notice; and (ii) the party's interest in the Chapter 11 Case.

13. The Debtor is hereby authorized to take all actions as it deems reasonably necessary and appropriate to effectuate the relief granted pursuant to this Order in accordance with the Motion, including paying any necessary fees and expenses incurred in the sale or

abandonment of the Miscellaneous Assets (including, but not limited to, commission fees to agents, brokers, auctioneers and liquidators).

14. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

15. This Court shall retain jurisdiction over all matters arising from or related to the implementation or interpretation of this Order.

Dated: December 3, 2015
Wilmington, Delaware



The Honorable Brendan L. Shannon
Chief United States Bankruptcy Judge

EXHIBIT B

PURCHASE AGREEMENT

PURCHASE AGREEMENT

This PURCHASE AGREEMENT, dated as of _____, 2017, is executed and delivered by the undersigned Fresh & Easy, LLC (the "Seller"), in favor of Wandering Still Inc. (the "Purchaser", and together with the Seller, the "Parties").

WHEREAS, on October 30, 2015, Seller filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court").

WHEREAS, on December 3, 2015, the Court entered the *Order Authorizing and Approving Procedures for the Sale or Abandonment of Miscellaneous Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (II) Granting Certain Related Relief* [Docket No. 288] (the "Miscellaneous Asset Sale Order").

WHEREAS, Seller holds the rights to a liquor license issued by the State of California Department of Alcoholic Beverage Control (the "Liquor License Department" or "ABC") as described on Exhibit 1 hereto (the "Purchased Asset" or "Liquor License").

WHEREAS, Seller desires to sell and transfer, and the Purchaser desires to purchase and acquire, the Liquor License upon the terms and conditions hereinafter set forth.

WHEREAS, it is the Purchaser's intent to make an application to obtain the requisite approvals from the Liquor License Department and any applicable local authorities in order to effectuate a transfer of the Liquor License.

WHEREAS, pursuant to the Miscellaneous Asset Sale Order, Seller offered to enter into an agreement for the sale of Purchased Asset with Purchaser.

WHEREAS, pursuant to the Miscellaneous Asset Sale Order, Seller served a *Notice of Proposed Sale of Miscellaneous Assets Pursuant to the Miscellaneous Asset Sale Procedures* (the "Miscellaneous Asset Sale Notice") on the Interested Parties (as defined in the Miscellaneous Asset Sale Order).

WHEREAS, pursuant to the Miscellaneous Asset Sale Order, no objections were received on or before _____, 2017 at 5:00 p.m. (Eastern Time) (two (2) business days from the date of service of the Miscellaneous Asset Sale Notice) (the "Objection Deadline"); and therefore, Seller is authorized to consummate the sale to Purchaser without the need for a further order of the Court.

WHEREAS, Seller and Purchaser agree that the proposed transaction is the product of a good faith arm's-length negotiations between Seller and Purchaser.

WHEREAS, pursuant to paragraph 7 of the Miscellaneous Asset Sale Order, Purchaser shall take title to the Purchased Asset free and clear of all liens, claims, encumbrances and other interests, pursuant to section 363(f) of the United States Bankruptcy Code.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Description of Asset. The asset included in this Purchase Agreement consists only of the Purchased Asset.
2. Sale and Assignment of Asset. In consideration of the sum of Fifteen Thousand Dollars and No Cents (\$15,000) (the "Purchase Price"), to be delivered in full to the Liquor License Escrow Holder (defined below) within two (2) business days following the Court's entry of an order approving the sale, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser all of Seller's rights, title and interests in and to the Purchased Asset.
3. Liquor License Escrow. Following execution of this Purchase Agreement and the Court's entry of the order approving the sale, Seller shall place the Liquor License into escrow with a liquor license escrow holder ("Liquor License Escrow Holder") to be mutually agreed upon by Seller and Purchaser, which escrow may be evidenced by an escrow agreement executed by Seller, Purchaser, and such Liquor License Escrow Holder. Promptly following the opening of escrow with the Liquor License Escrow Holder, Purchaser shall arrange for Liquor License Escrow Holder to record notice of the proposed transfer with the applicable county recorder's office and, following the expiration of the requisite notice period, complete the application for the transfer of the Liquor License and provide all application documents necessary to effectuate the transfer to Seller for execution. The Parties anticipate that such application shall be submitted to the Liquor License Department within thirty (30) days following the opening of escrow with the Liquor License Escrow Holder, and agree to take all commercially reasonable steps required of them to insure such application is made before such time. The Seller and Purchaser both agree that "time is of the essence" with respect to the taking of all of the foregoing actions. As noted below, Seller shall not be responsible for any of Purchaser's costs relating to or arising out of the license transfer, applications, management agreements or issuance of new Liquor Licenses and temporary or interim licenses or permits by the Liquor License Department. Upon approval of the transfer of the Liquor License by the Liquor License Department, the Purchase Price shall be paid by the Liquor License Escrow Holder to Seller or its designated assignee via wire transfer of immediately available funds to an account designated by Seller and Seller shall convey the applicable Liquor License to Purchaser as of such date. Upon disapproval of the transfer of the Liquor License by the Liquor License Department, the Purchase Price shall be refunded by the Liquor License Escrow Holder to Purchaser via wire transfer of immediately available funds to an account designated by Purchaser.
4. Fees and Costs. In addition to the Purchase Price, the Purchaser shall be responsible for all aspects of the transfer of the Liquor License, including preparation and submission of any and all applications and documentation, satisfaction of any and all regulatory requirements, including obtaining all applicable governmental authority consents or approvals to the sale and transfer of the Liquor License, payment of all filing fees, application fees (including application, transfer, annual renewal and similar fees imposed by the ABC), publication fees, Purchaser's attorney fees, regulatory fees and other fees and costs associated with the transfer of the Liquor License. For the avoidance of doubt, any fees or costs paid to or for the benefit of the Liquor License Escrow Holder by Seller under the escrow agreement executed by the Parties

shall be reimbursed to Seller by Purchaser, notwithstanding any provision of such escrow agreement.

5. Terms of Transaction. Seller makes no representations or warranties whatsoever express or implied, with respect to any matter relating to the Purchased Asset or whether such asset is currently in good standing, including income to be derived or expenses to be incurred in connection with the Purchased Asset, the condition of any tangible Purchased Asset, the value of the Purchased Asset (or any portion thereof), the transferability of the Purchased Asset (or any portion thereof), the merchantability or fitness of the Purchased Asset (or any portion thereof) for any particular purpose, the location or existences of the Purchased Asset, or any other matter or thing relating to the Purchased Asset. Without in any way limiting the forgoing SELLER HEREBY DISCLAIMS ANY WARRANTY (EXPRESS OR IMPLIED) OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO THE PURCHASED ASSET. On or prior to the date of the transfer of the Purchased Asset, the Purchaser has conducted an independent inspection and investigation of the good standing of the Purchased Asset under applicable law and whether such Purchased Asset may be assigned or transferred by Seller to Purchaser and all such other matters relating to or affecting or comprising the Purchased Asset and all such other matters relating to or affecting or comprising the Purchased Asset as Purchaser deemed necessary or appropriate and that in proceeding with the contemplated sale of the Purchased Asset, Purchaser is doing so based solely upon such independent investigations. Accordingly, Purchaser accepts the Purchased Asset “AS IS,” “WHERE IS,” and “WITH ALL FAULTS” and without representation, warranty or guarantee that such Purchased Asset is in good standing under applicable law or may be assigned or transferred pursuant to applicable law.

6. Failure of Transaction. Nothing contained in this Purchase Agreement shall be deemed to be a representation on the part of Seller that the ABC will approve the transfer of the Liquor License to Purchaser, or that new, interim or temporary licenses or permits will be issued to Purchaser or that Purchaser is qualified to hold a liquor license in the State of California or any applicable licensing jurisdiction therein, or that Purchaser’s applications will be approved by the ABC. In the event the Purchaser fails to obtain approval of the transfer by the ABC, the Liquor License Escrow Holder shall return the Purchase Price to Purchaser as set forth herein, but Seller shall retain all applicable remedies at law and in equity against Purchaser in the event the transfer was not approved because of the fault of Purchaser.

7. Binding on Successors and Assigns. This Purchase Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective heirs, legal representatives, and permitted successors and assigns, including any liquidating trust created or trustees appointed in any proceedings under chapter 7 or chapter 11 of the Bankruptcy Code relating to the Seller.

[REMAINDER INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Purchase Agreement to be executed as of the date first written above.

SELLER:

FRESH & EASY, LLC

By: _____
Amir Agam
Chief Restructuring Officer

PURCHASER:

WANDERING STILL INC.

By: _____
Name
Title

EXHIBIT 1

Description of the Purchased Asset

**Fresh & Easy, LLC
Asset Listing - Store #1019 Laguna Hills, CA**

Store #	Store Location	Store Address	City	State	License #	Asset Description
1019	Moulton & Ridge Route	23719 Moulton Parkway	Laguna Hills	CA	539659	Full Liquor License

EXHIBIT C

PROPOSED ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	:	
In re:	:	Chapter 11
	:	
FRESH & EASY, LLC, ¹	:	Case No. 15-12220 (BLS)
	:	
Debtor.	:	Related to Docket Nos. 288, ____ and ____
	:	

**[PROPOSED]
ORDER AUTHORIZING AND APPROVING
THE SALE OF LIQUOR LICENSE NO. 539659**

This matter having come before the Court on the Debtor’s Certification of Counsel with Respect to Proposed Order Authorizing and Approving the Sale of Liquor License No. 539659 (the “Certification of Counsel”); and the Court having previously entered the Order Authorizing and Approving Procedures for the Sale or Abandonment of Miscellaneous Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (II) Granting Certain Related Relief [Docket No. 288] (the “Miscellaneous Asset Sale Order”);² and the Debtor, in accordance with the Miscellaneous Asset Sale Order, having filed the Notice of Proposed Sale of Miscellaneous Assets Pursuant to the Miscellaneous Asset Sale Procedures [Docket No. ____] (the “Notice of Sale”) seeking to sell that Liquor License (the “Liquor License No. 539659”) identified in Exhibit 1 to the Purchase Agreement, attached hereto as Exhibit A; and as evidenced by the Certification of Counsel, and the Affidavit of Service [Docket No. ____], the Debtor, in accordance with the Miscellaneous Asset Sale Order, having served the Interested Parties with

¹ The last four digits of the Debtor’s federal taxpayer identification number are 8906. The Debtor’s mailing address is Howard Hughes Center, 6080 Center Drive, 6th Floor, Los Angeles, CA 90045.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Miscellaneous Asset Sale Order or the Notice of Proposed Sale of Miscellaneous Assets Pursuant to the Miscellaneous Asset Sale Procedures, as applicable.

the Notice of Sale; and service having been compliant with the requirements of the Miscellaneous Asset Sale Order and is good, sufficient and appropriate under the circumstances and no other or further notice need be provided; and the Debtor having provided the Interested Parties a reasonable opportunity to object and to be heard with respect to the Notice of Sale and no objections having been asserted by the deadline set forth in the Notice of Sale; and this Court having jurisdiction over this matter in accordance with 28 U.S.C. §§ 157 and 1334; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested and provided for herein is in the best interest of the Debtor, its estate, and its creditors; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. Pursuant to section 363 of the Bankruptcy Code and the Miscellaneous Asset Sale Order, the Purchase Agreement is approved and the Debtor is authorized to sell, assign, transfer, convey and deliver to Wandering Still Inc. Liquor License No. 539659, on the terms set forth in the Purchase Agreement without the need for any further order of the Court.

2. The Debtor is authorized and empowered to take all actions necessary or appropriate to implement the relief granted herein as provided under the Miscellaneous Asset Sale Order.

3. This Order shall be binding upon, and inure to the benefit of, the Debtor and Wandering Still Inc. and their respective heirs, legal representatives, and permitted successors and assigns, including any liquidating trust created or trustees appointed in any proceedings under chapter 7 or chapter 11 of the Bankruptcy Code relating to the Debtor.

4. The Court shall retain exclusive jurisdiction to resolve any dispute arising from or relating to the transaction or this Order.

Dated: _____, 2017

The Honorable Brendan Linehan Shannon
Chief United States Bankruptcy Judge

EXHIBIT A

Purchase Agreement