

1 David M. Stern (State Bar No. 67697)  
Michael L. Tuchin (State Bar No. 150375)  
2 Colleen M. Keating (State Bar No. 261213)  
Jonathan M. Weiss (State Bar No. 281217)  
3 KLEE, TUCHIN, BOGDANOFF & STERN LLP  
1999 Avenue of the Stars, Thirty-Ninth Floor  
4 Los Angeles, California 90067  
Telephone: 310-407-4000  
5 Facsimile: 310-407-9090  
Email: dstern@ktbslaw.com;  
6 mtuchin@ktbslaw.com  
ckeating@ktbslaw.com;  
7 jweiss@ktbslaw.com

8 *Attorneys for R. Todd Neilson, Chapter 11*  
9 *Trustee*

10 UNITED STATES BANKRUPTCY COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12 LOS ANGELES DIVISION

13 In re  
14 STATE FISH CO., INC. and  
CALPACK FOODS, LLC,  
15  
16 Debtors.

Case Nos. 2:15-bk-11084-SK  
2:15-bk-11085-SK  
Jointly Administered  
Chapter 11

**NOTICE OF FILING OF FIRST  
AMENDMENT TO ASSET PURCHASE  
AGREEMENT**

**[Relates to Docket No. 392]**

17  
18  
19  
20 THIS FILING APPLIES TO:

**[No Hearing Required]**

- 21  ALL DEBTORS  
22  SPECIFIED DEBTOR  
23  STATE FISH CO., INC.  
24  CALPACK FOODS, LLC  
25  
26  
27  
28

1 **TO HON. SANDRA R. KLEIN, UNITED STATES BANKRUPTCY JUDGE; THE OFFICE**  
2 **OF THE UNITED STATES TRUSTEE; THE OFFICIAL COMMITTEE OF UNSECURED**  
3 **CREDITORS; AND OTHER PARTIES IN INTEREST:**

4 **PLEASE TAKE NOTICE** that State Fish Co., Inc. and Calpack Foods, LLC, debtors in  
5 the above-captioned jointly administered bankruptcy cases (collectively, “Sellers”), and QSR  
6 International Holdings, LLC (“Buyer” and, together with Sellers, the “Parties”), are parties to that  
7 certain *Asset Purchase Agreement*, dated as of June 19, 2015 (the “APA”). The APA has been  
8 filed at Docket No. 392, Exhibit 5. Capitalized terms used but not otherwise defined herein shall  
9 have the meanings ascribed to them in the APA.

10 **PLEASE TAKE FURTHER NOTICE** that in light of the Buyer’s desire to obtain a  
11 Phase II environmental site assessment and Structural Observations Report in respect of the  
12 Specified Owned Real Property, the Parties have determined to amend the APA by entering into  
13 that certain *Amendment No. 1 to Asset Purchase Agreement* (the “First Amendment”) in order to  
14 (i) extend certain dates and deadlines set forth in the APA, (ii) increase the amount of the  
15 Supplemental Expense Reimbursement, and (iii) expand the list of Specified Owned Real Property  
16 Reports in the APA and clarify the time within which such reports must be delivered by Buyer to  
17 Sellers. The First Amendment is attached hereto as Exhibit 1.

18  
19 DATED: July 9, 2015

Respectfully submitted,

20 KLEE, TUCHIN, BOGDANOFF & STERN LLP

21 By: /s/ Jonathan M. Weiss

22 Jonathan M. Weiss

23 *Attorneys for R. Todd Neilson, Chapter 11 Trustee*

24  
25  
26  
27  
28

## 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 1999 Avenue of the Stars, Thirty-Ninth Floor, Los Angeles, CA 90067.

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF FILING OF FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT** will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) July 9, 2015 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

SEE ATTACHED SERVICE LIST

Service information continued on attached page.

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) \_\_\_\_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page.

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) July 9, 2015, 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.

VIA PERSONAL DELIVERY

Hon. Sandra R. Klein  
United States Bankruptcy Court  
255 E. Temple Street, Suite 1575  
Los Angeles, CA 90012

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.

July 9, 2015

*Date*

Jonathan M. Weiss

*Printed Name*

*/s/ Jonathan M. Weiss*

*Signature*

ADDITIONAL SERVICE INFORMATION (if needed):

TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

- **Paul M Brent** snb300@aol.com
- **Martin J Brill** mjb@lnbrb.com
- **Alexandre I Cornelius** aicornelius@costell-law.com, jgalliver@costell-law.com;mharris@costell-law.com;cevans@costell-law.com;ladelson@costell-law.com;jlcostell@costell-law.com
- **Caroline Djang** cdjang@rutan.com
- **Amir Gamliel** agamliel@perkinscoie.com, cmallahi@perkinscoie.com
- **Sasha M Gurvitz** sgurvitz@ktbslaw.com
- **Michael J Hooi** mhooi.ecf@srbp.com, gnorthwood@srbp.com
- **Marsha A Houston** mhouston@reedsmith.com
- **Eric P Israel** eisrael@dgdk.com, danninggill@gmail.com;eisrael@ecf.inforuptcy.com
- **Colleen M Keating** ckeating@ktbslaw.com
- **Dare Law** dare.law@usdoj.gov, ron.maroko@usdoj.gov
- **R. Todd Neilson (TR)** rneilson@brg-expert.com, sgreenan@brg-expert.com;rneilson@ecf.epiqsystems.com;ntroszak@brg-expert.com
- **Queenie K Ng** queenie.k.ng@usdoj.gov, dare.law@usdoj.gov
- **Jeffrey N Pomerantz** jpomerantz@pszjlaw.com
- **Daniel H Reiss** dhr@lnbyb.com, dhr@ecf.inforuptcy.com
- **Christopher O Rivas** crivas@reedsmith.com
- **Victor A Sahn** vsahn@sulmeyerlaw.com, agonzalez@sulmeyerlaw.com, agonzalez@ecf.inforuptcy.com;asokolowski@sulmeyerlaw.com;vsahn@ecf.inforuptcy.com
- **Israel Saperstein** is@sapersteinlawfirm.com, is@sapersteinlawfirm.com
- **Norman D Schoenfeld** lsi@liquiditysolutions.com
- **Zev Shechtman** zshechtman@dgdk.com, danninggill@gmail.com;zschechtman@ecf.inforuptcy.com
- **Jonathan Shenson** jshenson@shensonlawgroup.com
- **Evan D Smiley** esmiley@swelawfirm.com, gcruz@swelawfirm.com
- **Alan D Smith** adsmith@perkinscoie.com, DocketLA@perkinscoie.com, nsaldinger@perkinscoie.com, bcosman@perkinscoie.com
- **Richard A Solomon** richard@sgsslaw.com
- **Howard Steinberg** steinbergh@gtlaw.com, laik@gtlaw.com;LALitDock@GTLAW.com
- **Philip E Strok** pstrok@swelawfirm.com, gcruz@swelawfirm.com
- **John N Tedford** jtedford@dgdk.com, DanningGill@gmail.com;jtedford@ecf.inforuptcy.com
- **Scott J Tepper** scottjtepper@msn.com, scottjtepper@gmail.com
- **United States Trustee (LA)** ustpreion16.la.ecf@usdoj.gov
- **Jonathan M Weiss** jweiss@ktbslaw.com
- **Steven Werth** swerth@sulmeyerlaw.com, asokolowski@sulmeyerlaw.com;sleep@sulmeyerlaw.com;sleep@ecf.inforuptcy.com;asokolowski@ecf.inforuptcy.com;swerth@ecf.inforuptcy.com

# **EXHIBIT 1**

**AMENDMENT NO. 1 TO  
ASSET PURCHASE AGREEMENT**

This AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT (this "Amendment"), dated as of July 8, 2015, is entered into by and between State Fish Co., Inc. and Calpack Foods, LLC (collectively, "Sellers"), on the one hand, and QSR International Holdings, LLC ("Buyer" and, together with Sellers, the "Parties"), on the other hand, each Seller being a Debtor under Case No. 2:15-bk-11084-SK (Jointly Administered) (the "Cases") in the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court").

RECITALS

WHEREAS, Buyer and Sellers are parties to that certain Asset Purchase Agreement, dated as of June 19, 2015 (the "Purchase Agreement");

WHEREAS, the Parties have determined that it is in their respective best interests to amend the Purchase Agreement as specified herein; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties hereby agree as follows:

AGREEMENT

1. The definition of "Specified Owned Real Property Reports" in Section 1.1 of the Purchase Agreement is hereby amended by deleting the definition of such term in its entirety and substituting the following therefor:

"Specified Owned Real Property Reports" means, collectively, each of the following relative to the Specified Owned Real Property: (i) title report, (ii) preliminary zoning report, (iii) survey, (iv) Phase I environmental site assessment, (v) Phase II environmental site assessment, (vi) Structural Observations Report, and (vii) physical condition reports."

2. The definition of "Supplemental Expense Reimbursement" in Section 1.1 of the Purchase Agreement is hereby amended by deleting the text "\$25,000" in such definition and substituting the text "\$60,000" therefor.

3. Section 4.4(b)(iii) of the Purchase Agreement is hereby amended by deleting the text "ninety (90)" and substituting the text "one hundred twenty (120)" therefor

4. Section 4.4(c)(ii) of the Purchase Agreement is hereby amended by deleting the text "seventy (70)" and substituting the text "one hundred (100)" therefor.

5. Section 4.4(c)(iii) of the Purchase Agreement is hereby amended by deleting the text "prior to July 8, 2015" and substituting the text "on or before August 10, 2015" therefor.

6. Section 8.12 of the Purchase Agreement shall be amended by inserting the following text at the end of such section:

“For the avoidance of doubt, Buyer shall provide Sellers with the Phase II environmental site assessment and Structural Observations Report within two (2) business days of Buyer's receipt of such reports, and Buyer shall use best efforts to obtain the Phase II environmental site assessment and Structural Observations Report by August 7, 2015.”

7. Except as expressly set forth in this Amendment, the Purchase Agreement shall remain in full force and effect and shall not be deemed to have been modified or amended by this Amendment. Each of the Parties understands and agrees that by executing and delivering this Amendment the other Parties do not hereby waive any of their respective rights or remedies under the Purchase Agreement.

8. This Amendment, together with the Purchase Agreement, constitutes the entire understanding of the Parties with respect to the subject matter hereof, and any other prior or contemporaneous agreements, whether written or oral, with respect thereto are expressly superseded hereby.

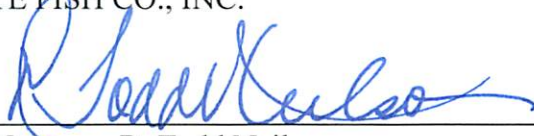
9. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Any signature delivered by facsimile or electronic mail shall be deemed to be an original signature hereunder.

*[Signature pages follow]*

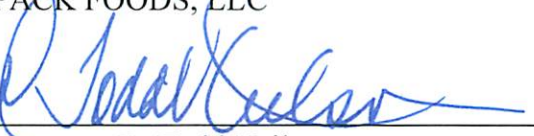
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, effective as of the date first written above.

**SELLERS:**

STATE FISH CO., INC.

By:   
Name: R. Todd Neilson  
Title: Chapter 11 Trustee

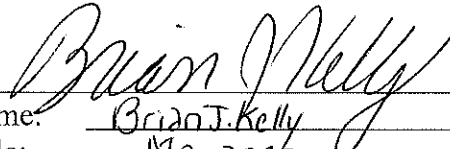
CALPACK FOODS, LLC

By:   
Name: R. Todd Neilson  
Title: Chapter 11 Trustee



**BUYER :**

QSR INTERNATIONAL HOLDINGS, LLC

By:   
Name: Brian J. Kelly  
Title: Manager