

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION - DETROIT**

**In the Matter of:**

Zweite Stufe, Inc., *et.al.*,<sup>1</sup>

Debtors.

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Bankruptcy Case No. 16-53059  
Honorable Mark A. Randon  
Chapter 11

**MOTION FOR AUTHORIZATION TO CONVEY ROCHESTER  
PROPERTY PURSUANT TO 11 U.S.C. § 363 FREE AND CLEAR OF  
LIENS, CLAIMS AND ENCUMBRANCES, AND FOR AUTHORIZATION  
TO ASSUME AND ASSIGN LEASES PURSUANT TO 11 U.S.C. § 365 AND  
FED. R. BANKR. P. 2002 AND 6006**

Zweite Stufe, Inc. (the "Debtor") moves the Court for an order authorizing it (i) to sell certain assets at its Rochester locations free and clear of liens, claims, interests and encumbrances; (ii) to assume and assign certain leasehold interests; and (iii) remit proceeds of sale (minus a holdback) to Franchise Credit, LLC. In support of its motion (the "Motion"), the Debtor states as follows:

**JURISDICTION**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(a) and 157(a), and the order of reference filed in this district entered pursuant to 28 U.S.C. § 157(a).

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<sup>1</sup> The Debtors in these jointly administered cases include Zweite Stufe, Inc. (Bankr. Case No. 16-53059) and Wilise Corp. (Bankr. Case No. 16-53062).

2. This matter is a core proceeding under 28 U.S.C. § 157(b)(1). It involves the sale of property of the Debtor's estate pursuant to 28 U.S.C. § 157(b)(2)(N).

### **BACKGROUND**

3. On September 21, 2016 (the "Petition Date"), the Debtor commenced its Chapter 11 bankruptcy case by the filing of a voluntary petition under Title 11 of the United States Code (the "Bankruptcy Code"). The Debtor continues in possession of its assets as a debtor-in-possession under Chapter 11 of the Bankruptcy Code.

4. The Debtor is a party to leases (the "Leases") of the real property and improvements located at 1970 S. Rochester Road, Rochester Hills, MI and 1250 W Hamlin, Rochester Hills, MI (the "Locations"). Substantially all of the personal property owned by Debtor is located at 1250 W. Hamlin.

5. AMRESKO Commercial Finance, LLC, as agent for Franchise Credit, LLC ("FC"), claims a first-priority security interest and lien granted upon the personal property at the Locations.

6. Anything Electric, Inc., Ambient Temp, Inc., Freeman Construction, LLC, and Blackstone Corporation (together, the "Contractors") claim liens on certain tangible or intangible property located at or relating to the Locations arising from the provision of services and/or the installation of equipment at the Locations.

The amount, validity, and priority of the Contractors' liens are disputed by the Debtor and FC.

7. The Debtor has diligently marketed its assets and has negotiated with potential third parties regarding the sale of Debtor's assets at the Locations.

8. By this Motion, the Debtor seeks authorization to assume and assign the Leases of associated with the Locations and to sell its tangible and intangible assets relating to or used in connection with its operations at the Locations (collectively, the "Property").

9. The Debtor and Maaco ("Buyer") have signed a Letter of Intent and are negotiating the terms of an asset purchase agreement (the "APA"). The Debtor expects an APA to be finalized before the hearing on this Motion. A copy of the signed Letter of Intent is attached hereto as Exhibit 6-1.

10. The Debtor has agreed to sell the assets at the Locations to the Buyer for a total of \$115,000. See Ex. 6-1. Additionally, the Debtor has agreed to assume the Leases and then assign the Leases to the Buyer. A list of those Leases and the parties to the Leases, along with any cure amounts which will be paid at closing, is attached hereto as Exhibit 6-2.

11. The Letter of Intent executed by the parties reflects the following terms and conditions:

- a. Buyer would acquire all of the Debtor's right title and interest in and to substantially all of the assets relating to or used in connection with the operation of the Locations;
- b. The conveyance of the Locations and the assets contained therein would be free of all liabilities, obligations, liens and encumbrances except as agreed to by the parties;
- c. The Debtor will assume the Leases and assign the Leases to the Buyer;
- d. The purchase price would be \$115,000; and
- e. The transaction is subject to Court approval.

### ARGUMENT

12. Section 363 of the Code empowers a debtor-in-possession, after notice and a hearing, to "use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). The standard for approving the sale of assets pursuant to Section 363(b)(1) of the Code is whether the proposed sale represents an exercise of sound business judgment by the debtor. See In re Schipper, 933 F.2d 513, 515 (7th Cir. 1991) (citing In re Lionel, 722 F.2d 1063, 1071 (2d Cir. 1983); In re Eng'g Prods. Co., Inc., 121 B.R. 246, 249 (Bankr. E.D. Wis. 1990)).

13. Courts consider the following factors to determine whether a proposed sale is an exercise of the debtor's sound business judgment: (a) whether a

sound business reason exists for the proposed sale; (b) whether fair and reasonable consideration is provided; (c) whether the sale has been proposed and negotiated in good faith; and (d) whether adequate and reasonable notice is provided. In re Eng'g Prods. Co., Inc., 121 B.R. at 247-49.

14. Here, the proposed sale of the Property satisfies each of the four factors recited above. First, the Debtor is relying on a well-founded business justification in deciding to sell the Property, because the Debtor has determined that the purchase price to be paid by the Buyer is the highest and best price that can be achieved for the Property. Second, the consideration being paid by Buyer is reasonable. The Debtor has negotiated the purchase price with the Buyer, but the transaction is still subject to higher and better offers. Third, the sale is proposed and has been negotiated at arm's length and in good faith. Finally, this Motion is subject to Court approval after notice to all interested parties.

15. As described above, the terms of the sale to Buyer have been thoroughly and extensively negotiated. Because the sale is the result of arms' length, good faith negotiations between the parties, and because the sale remains subject to higher and better offers, the Debtor requests that the Court find Buyer is a good faith purchaser for purposes of 11 U.S.C. § 363(m).

**A. A Sale Free and Clear of Liens, Claims and Encumbrances is Appropriate Pursuant to 11 U.S.C. § 363(f)(2), (3), and (4) of the Bankruptcy Code.**

16. A sale of property free and clear of liens, claims and encumbrances, with all liens, claims and encumbrances to attach to the proceeds from the sale, is appropriate, where, as here, certain entity holding an interest in the property at issue consent. 11 U.S.C. § 363(f)(2). Upon information and belief, FC will consent to the sale free and clear of its liens if all of the proceeds from the sale, other than a \$10,000 holdback, are remitted to FC.

17. With respect to the Contractors' liens, the Debtor seeks entry of an order pursuant to 11 U.S.C. § 363(f)(3) and (4). These sections authorize the sale of property free and clear of any interest in such property if such interest is in bona fide dispute or if the value of the lien is \$0. In this case, both the Debtor and FC challenge the scope, priority and validity of the Contractors' liens, thus placing the liens in bona fide dispute. In re Strieter, 2015 Bankr. LEXIS 1588 (Bankr.E.D. Mich. 2015); See also In re Octagon Roofing, 123 B.R. 583, 590 (Bankr. N.D. Ill. 1991) (citing In re Busick, 831 F.2d 745, 750 (7<sup>th</sup> Cir. 1987)). Additionally, since the Contractors are no doubt subordinate to the liens of FC and the purchase price is insufficient to pay FC's liens in full, a sale free and clear of the Contractors' liens is permitted. In re Milford Group, Inc., 150 B.R. 904 (Bankr. M.D. Pa. 1992); In re Terrace Gardens Park Partnership, 96 B.R. 707 (Bankr. W.D. Tex. 1989).

**B. The Purchaser is a good Faith Purchaser and is Entitled to Full Protection of Section 363(m) of the Bankruptcy Code, and the Transfer and Sale of the Assets Does Not Violate Section 363(n)**

18. Under section 363(m) of the Bankruptcy Code, the reversal or modification on appeal of an authorization of the sale of property pursuant to section 363 does not affect the validity of such sale to an entity that purchased the property in good faith. 11 U.S.C. § 363(m). Because the proposed sale has been negotiated at arm's-length and in good faith, the purchaser is entitled to the full protections of section 363(m). A party should have to show fraud or collusion between the buyer and the debtor-in-possession or trustee or other bidders in order to demonstrate a lack of good faith. See Kabro Assocs. Of West Islip, LLC v. Colony Hill Assocs. (In re Colony Hill Assoc.), 111 F.3d 269, 276 (2d Cir. 1997)("[t]ypically, the misconduct that would destroy a [buyer]'s good faith status at a judicial sale involves fraud, collusion between the [buyer] and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders"). See also In re Anglika Films, 57<sup>th</sup>, Inc., 1997 WL 283412, \*7 (S.D. N.Y. 1997); In re Bakalis, 220 B.R. 525, 537 (Bankr. E.D. N.Y. 1998).

19. Further, the transactions contemplated hereby do not constitute an avoidable transaction under section 363(n). Section 363(n) permits a debtor-in-possession to avoid a sale "if the sale price was controlled by agreement among potential bidders at such sale." No party to the negotiations of the sale, including the Debtor, believes that there is any indication of collusion in the instant

circumstances. Accordingly, the Purchaser should receive the protections afforded a good faith purchaser under section 363(m).

**C. The Proposed Assumption and Assignment of the Leases Complies with Section 365 of the Bankruptcy Code.**

20. Section 365 of the Code authorizes the Debtor to assume and assign the underlying Leases for the Locations, subject to approval of the Court, provided that monetary defaults under the leases are cured and the assignee provides adequate assurance of future performance.

21. A debtor's decision to assume or reject an executory contract or unexpired lease is entitled to the deferential business judgment standard. See Software Customizer v. Bullet Jet Charter (In re Bullet Jet Charter), 177 B.R. 593, 601 (Bankr. N.D. Ill. 1995). In determining whether assumption and assignment of a lease or executory contract is warranted, "[t]he bankruptcy court reviews the debtor's business judgment with respect to the proposed assumption to determine whether assumption would serve the reorganization or whether it would take away funds available to other creditors." ReGen Capital I, Inc. v. UAL Corp. (In re UAL Corp.), 635 F.3d 312, 319 (7th Cir. 2011).

22. Bankruptcy Rule 6006 requires that the Motion provide certain information, including the leases to be assumed and assigned, the parties thereto, the cure amounts, the identity of the assignee, and some form of adequate assurance of future performance by the assignee.



23. Here, the Debtor seeks authorization to assume and then assign the Leases relating to the Locations. The Debtor believes that the landlords will not oppose the assignment. In the event a landlord does not consent, the Debtor and/or the Buyer will submit evidence of the Buyer's financial condition to adequately assure future performance under the Leases.

24. Debtor was current on rent under both Leases and there were no monetary defaults under the Leases as of the Petition Date. As a result, Debtor asserts that the cure amount under both Leases is \$0.00. Debtor has served this Motion upon both Landlords.

#### **HOLDBACK AND REMITTANCE OF PROCEEDS TO FC**

25. FC has consented to Debtor withholding \$10,000 of sale proceeds to be held in escrow to fund Debtor's professional fees as allowed by the Court (the "Holdback") to be held in the Stevenson & Bullock, P.L.C. IOLTA Account.

26. FC's consent to the sale is contingent upon the Debtor remitting all proceeds of sale at closing to FC, other than the Holdback.

#### **NO PRIOR REQUEST**

27. No prior request for the relief sought in this Motion has been made to this or any other Court.

**WAIVER OF STAY IMPOSED BY RULE 6004(H) AND 6006(d)**

28. The Debtor hereby requests that the stays imposed by Fed. R. Bankr. P. 6004(h) and 6006(d) be modified so that any order granting this Motion becomes effective immediately.

**NOTICE**

29. This Motion was served on (i) the United States Trustee, (ii) each party claiming an interest in Property, (iii) the Rochester Landlords; (iv) all creditors identified on the court's creditor matrix, and (v) all parties requesting service through the court's ECF system. All other parties-in-interest were served notice of the Motion. The Debtor submits that this notice complies with FRBP 2002(a), 6004(a), 6004(c) and Local Rule 6004-1(b), and no further notice need be given.

**NO PRIOR NOTICE**

30. No prior motion for the relief requested herein has been made to this or any Court.

WHEREFORE, Debtor moves the Court for an order:

- (a) Authorizing the Debtor to assume and assign the Leases relating to the Locations to Buyer or a higher and better bidder;
- (b) Authorizing the Debtor to sell the assets contained at the Locations as well as any intangible assets relating thereto to the Buyer or a higher and better bidder;

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION - DETROIT

**In the Matter of:**

Zweite Stufe, Inc., *et.al.*,<sup>1</sup>

Debtors.

Bankruptcy Case No. 16-53059  
Honorable Mark A. Randon  
Chapter 11

**ORDER GRANTING DEBTOR'S MOTION FOR AUTHORIZATION  
TO CONVEY PROPERTY PURSUANT TO 11 U.S.C. § 363 FREE AND  
CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES, AND FOR  
AUTHORIZATION TO ASSUME AND ASSIGN LEASES PURSUANT  
TO 11 U.S.C. § 365 AND FED. R. BANKR. P. 2002 AND 6006**

Upon the above-captioned Debtor's motion (the "Sale Motion")<sup>2</sup> for an order authoring the sale of certain Property free and clear of liens, claims, and encumbrances and to assume and assign leases related thereto; it appearing that the relief requested is in the best interest of the Debtor's estate, creditors and other parties-in-interest; it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); it appearing that venue of this proceeding and this Sale Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; notice of this Sale Motion and the opportunity for a hearing on this Sale Motion was appropriate under the particular circumstances and that no other

<sup>1</sup> The Debtors in these jointly administered cases include Zweite Stufe, Inc. (Bankr. Case No. 16-53059) and Wilise Corp. (Bankr. Case No. 16-53062).

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

or further notice need be given; and after due deliberation and sufficient cause appearing therefor, it is hereby found that:

**IT IS THEREFORE ORDERED.**

1. The Sale Motion is GRANTED in its entirety:
2. The Debtor is authorized to sell the Property to Buyer for \$115,000.00. pursuant to the Letter of Intent and final Asset Purchase Agreement, free and clear of all liens, and encumbrances pursuant to 11 U.S.C. § 363.
3. The Debtor is authorized to assume and assign lease to Buyer under 11 U.S.C. §365.
4. The Purchaser is a good faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all the protections afforded thereby.
5. All liens, claims and encumbrances against the Property, whether consensual or statutory are extinguished with respect to the property upon closing of the sale transaction, and will be attached to any proceeds of the sale of the property and will be transferred in accordance with the closing statement, subject to ordinary and customary adjustments.
6. Subject to a \$10,000 holdback for Debtor's professional fees to be held in the Stevenson & Bullock, P.L.C. IOLTA Account, all proceeds of sale shall be remitted to Franchise Credit, LLC.

7. Subject to the occurrence of the closing, this Order: (a) is and shall be effective as a determination that all liens, interests and claims of any kind or nature whatsoever existing as to the Property prior to closing have been unconditionally released, discharged and terminated, and that the conveyances described in this Order have been effected; and (b) shall be binding upon and shall govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deed, registers of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operations of law, the duties of their office, or contract, to accept, file register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Property.
8. Upon the occurrence of the closing, this Order may be recorded or filed with the Oakland County Register of Deeds to evidence the fact that all liens, mortgages, encumbrances and/or interests with respect to the Property have been released.
9. All federal, state and local government agencies or departments are ordered and directed to accept all filings necessary and appropriate to consummate the sale of the Property to Buyer including without limitation, filing in the

Oakland County Register of Deeds, State of Michigan, and other governmental agencies or departments.

10. Without limiting the right of the Debtor to file this Order as provided in paragraph 7 above, this Court retains jurisdiction to enforce and implement the terms and provisions of this Order, and of any agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to; (a) resolve any disputes arising under or related to the sale of the Property except as otherwise provided therein; and (b) interpret, implement and enforce the provision of this Order.
11. Debtor's creditors are authorized and directed on or before the closing to execute such documents and take all other actions as may be necessary to release their interest in, or claims against Property, if any, as such interest or claims may have been recorded or otherwise exist.
12. All of the provisions of this Order are non-severable and mutually dependent.
13. Notwithstanding the provisions of Fed. R. Bankr. P. 6004(h) and Rule 62(a) of the Federal Rules of Civil Procedures, this Order shall not be stayed for fourteen (14) days after the entry of hereof, but shall be effective and enforceable immediately upon entry hereof.

**EXHIBIT 2**

**NOTICE AND OPPORTUNITY TO RESPOND TO SALE MOTION**

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION - DETROIT**

**In the Matter of:**

Zweite Stufe, Inc., *et.al.*,<sup>1</sup>

Debtors.

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Bankruptcy Case No. 16-53059  
Honorable Mark A. Randon  
Chapter 11

**NOTICE OF DEBTOR'S MOTION FOR AUTHORIZATION TO CONVEY  
ROCHESTER PROPERTY PURSUANT TO 11 U.S.C. § 363 FREE AND  
CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES, AND FOR  
AUTHORIZATION TO ASSUME AND ASSIGN LEASES PURSUANT TO  
11 U.S.C. § 365 AND FED. R. BANKR. P. 2002 AND 6006**

PLEASE TAKE NOTICE that on March 1, 2017, Debtor filed its Motion for Authorization to Convey Rochester Property Pursuant to 11 U.S.C. § 363 Free and Clear of Liens, Claims and Encumbrances, and for Authorization to Assume and Assign Leases Pursuant to 11 U.S.C. § 365 and Fed. R. Bankr. P. 2002 and 6006 (the "Sale Motion").

Your rights may be affected. You may wish to review the Motion and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

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<sup>1</sup> The Debtors in these jointly administered cases include Zweite Stufe, Inc. (Bankr. Case No. 16-53059) and Wilise Corp. (Bankr. Case No. 16-53062).



If you wish to object to the Court granting the relief sought in the Motion, or if you want the Court to otherwise consider your views on the Motion, within twenty-one (21) days of service of the Motion, **or such shorter time as the Court may hereafter order**, you or your attorney must:

1. File with the Court a written response or an answer, explaining your position at:

United States Bankruptcy Court  
211 West Fort Street  
Detroit, Michigan 48226

If you mail your response to the Court for filing, you must mail it early enough so the Court will receive it on or before the date stated above.

You must also mail a copy to:

Stevenson & Bullock, P.L.C.  
Attn.: Ernest M. Hassan, III  
26100 American Drive, Suite 500  
Southfield, Michigan 48034

-and-

Office of the United States Trustee  
211 West Fort Street, Suite 700  
Detroit, Michigan 48226

If a response or answer is timely filed and served, the clerk may schedule a hearing on the Motion and you will be served with a notice of the date, time, and location of the hearing.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Motion and may enter an Order granting the relief sought therein.

Respectfully submitted,

**STEVENSON & BULLOCK, P.L.C.**

By: /s/Ernest M. Hassan, III  
Ernest M. Hassan, III (P67815)  
Elliot G. Crowder (P76137)  
Counsel for Debtors  
26100 American Drive, Suite 500  
Southfield, MI 48034  
Phone: (248) 354-7906  
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Email: [ehassan@sbplclaw.com](mailto:ehassan@sbplclaw.com)  
Email: [ecrowder@sbplclaw.com](mailto:ecrowder@sbplclaw.com)

Dated: 3/1/2017

**EXHIBIT 3**

**CERTIFICATE OF SERVICE FOR SALE MOTION**

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION – DETROIT**

**IN THE MATTER OF:**  
Zweite Stufe, Inc., *et al.*,<sup>1</sup>

Bankruptcy Case No. 16-53059  
Honorable Mark A. Randon  
Chapter 11

Debtors.

**CERTIFICATE OF SERVICE**

Ernest M. Hassan, III certifies that on March 1, 2017 a copy of the **Motion for Authorization to Convey Rochester Property Pursuant to 11 U.S.C. § 363 Free and Clear of Liens, Claims and Encumbrances, and for Authorization to Assume and Assign leases Pursuant to 11 U.S.C. § 365 and Fed. R. Bankr. P. 2002 and 6006 and all exhibits attached thereto** was served upon all parties listed below, electronically and/or by depositing same in a United States Postal Box located in Southfield, Michigan, with postage fully prepaid thereon.

|   |   |
|---|---|
| OFFICE OF THE U.S. TRUSTEE  | Zweite Stufe, Inc.<br>Wilise Corp.<br>1266 Yorkshire Road<br>Grosse Pointe Park, MI 48230   |
| Jason W. Bank<br><a href="mailto:jbank@kerr-russell.com">jbank@kerr-russell.com</a><br><a href="mailto:ssmith@kerr-russell.com">ssmith@kerr-russell.com</a> | William C. Blasses<br><a href="mailto:wblasses@kerr-russell.com">wblasses@kerr-russell.com</a>  |
| David Ross Ienna<br><a href="mailto:david@fairmaxlaw.com">david@fairmaxlaw.com</a>  | Howard Marc Spector<br><a href="mailto:hspector@spectorjohnson.com">hspector@spectorjohnson.com</a><br><a href="mailto:sshank@spectorjohnson.com">sshank@spectorjohnson.com</a>           |
| Ronald J. Vander Veen<br><a href="mailto:rjvv@holland-law.com">rjvv@holland-law.com</a>   | Frances Belzer Wilson<br><a href="mailto:fwilson@dmms.com">fwilson@dmms.com</a><br><a href="mailto:sdewey@dmms.com">sdewey@dmms.com</a><br><a href="mailto:brr@dmms.com">brr@dmms.com</a> |
| Thomas John Kelly, Jr.<br><a href="mailto:tkelly@wolfsonbolton.com">tkelly@wolfsonbolton.com</a>  |   |

<sup>1</sup> The Debtors in these jointly administered cases include Zweite Stufe, Inc. (Bankr. Case No. 16-53059) and Wilise Corp. (Bankr. Case No. 16-53062).

Ernest M. Hassan, III certifies that on March 1, 2017 a copy of the **Notice of Motion for Authorization to Convey Rochester Property Pursuant to 11 U.S.C. § 363 Free and Clear of Liens, Claims and Encumbrances, and for Authorization to Assume and Assign leases Pursuant to 11 U.S.C. § 365 and Fed. R. Bankr. P. 2002 and 6006** was served electronically and/or by depositing same in a United States Postal Box located in Southfield, Michigan, with postage fully prepaid thereon addressed to all parties listed on the Debtors' creditor matrices.

Respectfully submitted,

**STEVENSON & BULLOCK, P.L.C.**

By: /s/Ernest M. Hassan, III  
Ernest M. Hassan, III(P67815)  
Elliot G. Crowder (P76137)  
Counsel for Debtors  
26100 American Drive, Suite 500  
Southfield, MI 48034  
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Email: [ecrowder@sbplclaw.com](mailto:ecrowder@sbplclaw.com)

Dated: March 1, 2017

**EXHIBIT 6-1**  
**LETTER OF INTENT**



Howard Marc Spector, Attorney  
Direct 214.365.5377  
Fax 214.237.3380  
hmspector@spectorjohnson.com

**SPECTOR JOHNSON**  
ATTORNEYS AT LAW

Spector & Johnson, P.L.L.C.  
A Partnership of Professional Corporations  
12770 Coit Road, Suite 1100  
Dallas, Texas 75251

February 28, 2017

**VIA EMAIL**

Elliot G. Crowder  
Stevenson & Bullock, P.L.C.  
26100 American Drive  
Suite 500  
Southfield MI 48034

Ernest J. Hassan III  
Stevenson & Bullock, P.L.C.  
26100 American Drive  
Suite 500  
Southfield MI 480

Re: *Zweite Stufe, Inc., et al*; Case Number 16-53059

Gentleman:

As you know, I represent Maaco Franchising, LLC (“**Maaco**”). On behalf of Maaco, this letter is a renewed offer to purchase the equipment and other tangible personal property (collectively, the “**Assets**”) located at 1250 W. Hamlin Road, Rochester Hills, Michigan for a payment by Maaco in the amount of \$115,000.00 (the “**Purchase Price**”).

The Purchase Price would need to be utilized to satisfy any cure obligations of the Debtor under the leases (the “**Leases**”) of the 2 Rochester Hills locations (*i.e.* 1970 S. Rochester Road, Rochester Hills, MI and 1250 W. Hamlin, Rochester Hills, MI) so that the Debtor can assume and assign the Leases to Maaco’s designated franchisee.

This offer is conditioned on the following:

- a) Due diligence (which is primarily an inspection of the equipment and the leased premises) satisfactory to Maaco through March 15, 2017;
- b) A court order under 11 U.S.C. §§ 363, 365 approving the sale of the Assets to Maaco free and clear of all liens, claims, and encumbrances, and assigning the Leases to Maaco or its designee;
- c) Maaco having entered into a franchise agreement with a franchisee acceptable to Maaco on or before March 31, 2017; and
- d) Closing to occur on or before March 31, 2017.

Please call me with any questions.

Sincerely,

Howard Marc Spector

**EXHIBIT 6-2**

**LEASES**



| Location                                    | Lease                          |
|---|--------------------------------|
| 1970 S. Rochester Road, Rochester Hills, MI | Turner Kimball Rental, LLC     |
| 1250 W Hamlin, Rochester Hill, MI           | Rochester-Hamlin Retail Center |