

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of Delaware	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Official Form 201

# Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/19

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Art Van Furniture, LLC

2. All other names debtor used in the last 8 years \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Include any assumed names, trade names, and *doing business as* names \_\_\_\_\_  
 \_\_\_\_\_

3. Debtor's federal Employer Identification Number (EIN) 38-1749205

4. Debtor's address	<b>Principal place of business</b>	<b>Mailing address, if different from principal place of business</b>
	<u>6500 East 14 Mile Road</u>	_____
	Number Street	Number Street
	_____	_____
	<b>P.O. Box</b>	
	<u>Warren, Michigan 48092</u>	_____
	City State Zip Code	City State Zip Code
	_____	_____
	<b>Macomb County</b>	<b>Location of principal assets, if different from principal place of business</b>
	County	_____
		Number Street
		_____
		City State Zip Code
		_____

5. Debtor's website (URL) www.artvan.com

6. Type of debtor

Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

Partnership (excluding LLP)

Other. Specify: \_\_\_\_\_

Debtor Art Van Furniture, LLC  
Name

Case number (if known) \_\_\_\_\_

**7. Describe debtor's business**

A. Check One:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. Check all that apply:

- Tax-exempt entity (as described in 26 U.S.C. § 501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .  
**4421 (Furniture Stores)**

**8. Under which chapter of the Bankruptcy Code is the debtor filing?**

Check One:

- Chapter 7
- Chapter 9
- Chapter 11. Check all that apply:
  - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625 (amount subject to adjustment on 4/01/22 and every 3 years after that).
  - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - A plan is being filed with this petition.
  - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- Chapter 12

**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- No
- Yes. District \_\_\_\_\_ When MM/DD/YYYY Case number \_\_\_\_\_
- If more than 2 cases, attach a separate list. District \_\_\_\_\_ When MM/DD/YYYY Case number \_\_\_\_\_

**10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?**

- No
- Yes. Debtor See Rider 1 Relationship Affiliate
- District District of Delaware When 03/08/2020
- Case number, if known \_\_\_\_\_ MM / DD / YYYY

Debtor Art Van Furniture, LLC  
Name

Case number (if known) \_\_\_\_\_

**11. Why is the case filed in this district?**

Check all that apply:

- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?**

- No
- Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

**Why does the property need immediate attention?** (Check all that apply.)

- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.  
What is the hazard? \_\_\_\_\_
- It needs to be physically secured or protected from the weather.
- It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- Other \_\_\_\_\_

**Where is the property?**

	Number	Street
	City	State
		Zip Code

**Is the property insured?**

- No
- Yes. Insurance agency \_\_\_\_\_  
Contact name \_\_\_\_\_  
Phone \_\_\_\_\_

**Statistical and administrative information**

**13. Debtor's estimation of available funds**

Check one:

- Funds will be available for distribution to unsecured creditors.
- After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

**14. Estimated number of creditors<sup>1</sup>**

- |                                  |  |  |
|----------------------------------|--|--|
| <input type="checkbox"/> 1-49    | <input type="checkbox"/> 1,000-5,000   | <input type="checkbox"/> 25,001-50,000             |
| <input type="checkbox"/> 50-99   | <input type="checkbox"/> 5,001-10,000  | <input checked="" type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000         |
| <input type="checkbox"/> 200-999 |  |  |

**15. Estimated assets**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000          | <input type="checkbox"/> \$1,000,001-\$10 million               | <input type="checkbox"/> \$500,000,001-\$1 billion     |
| <input type="checkbox"/> \$50,001-\$100,000    | <input type="checkbox"/> \$10,000,001-\$50 million              | <input type="checkbox"/> \$1,000,000,001-\$10 billion  |
| <input type="checkbox"/> \$100,001-\$500,000   | <input type="checkbox"/> \$50,000,001-\$100 million             | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion        |

<sup>1</sup> The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Debtor Art Van Furniture, LLC Case number (if known) \_\_\_\_\_  
Name

- 16. Estimated liabilities**
- |  |   |  |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000          | <input type="checkbox"/> \$1,000,001-\$10 million               | <input type="checkbox"/> \$500,000,001-\$1 billion     |
| <input type="checkbox"/> \$50,001-\$100,000    | <input type="checkbox"/> \$10,000,001-\$50 million              | <input type="checkbox"/> \$1,000,000,001-\$10 billion  |
| <input type="checkbox"/> \$100,001-\$500,000   | <input type="checkbox"/> \$50,000,001-\$100 million             | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion        |

**Request for Relief, Declaration, and Signatures**

**WARNING --** Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature of authorized representative of debtor**      The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 03/08/2020  
MM/ DD / YYYY

/s/ David Ladd  
 Signature of authorized representative of debtor

David Ladd  
 Printed name

Title Chief Financial Officer

**18. Signature of attorney**      /s/ Michael J. Barrie      Date 03/08/2020  
Signature of attorney for debtor      MM/DD/YYYY

Michael J. Barrie

Benesch, Friedlander, Coplan & Aronoff LLP

Firm name

Suite 801      222 Delaware Avenue  
 Number      Street

Wilmington  
 City

Delaware      19801  
 State      ZIP Code

(302)-442-7010  
 Contact phone

mbarrie@beneschlaw.com  
 Email address

4684      Delaware  
 Bar number      State

<b>Fill in this information to identify the case:</b>	
United States Bankruptcy Court for the:	
<b>District of Delaware</b>	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

**Rider 1**  
**Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of Delaware for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Art Van Furniture, LLC.

Art Van Furniture, LLC
Art Van Furniture of Canada, LLC
AV Pure Sleep Franchising, LLC
AVCE, LLC
AVF Franchising, LLC
AVF Holding Company, Inc.
AVF Holdings I, LLC
AVF Holdings II, LLC
AVF Parent, LLC
Levin Parent, LLC
LF Trucking, Inc.
Sam Levin, Inc.
Comfort Mattress, LLC







<b>Fill in this information to identify the case and this filing:</b>	
Debtor Name	<b>Art Van Furniture, LLC</b>
United States Bankruptcy Court for the:	<b>District of Delaware</b> (State)
Case number (If known):	

**Official Form 202**

**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration **List of Equity Security Holders, Corporate Ownership Statement, and Certification of Creditor Matrix**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

03/08/2020  
MM/ DD/YYYY

/s/ David Ladd

Signature of individual signing on behalf of debtor

David Ladd

Printed name

Chief Financial Officer

Position or relationship to debtor

<b>Fill in this information to identify the case:</b>
Debtor name <u>Art Van Furniture, LLC et al.</u>
United States Bankruptcy Court for the: <u>District of Delaware</u>
Case number (if known): _____

Check if this is an amended filing

Official Form 204

## Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	The Sussman Agency 29200 Northwestern Highway Suite 130 Southfield, MI 48094	Attn: Alan Sussman Title: President Phone: (248) 353-5300 Email: alan@thesussmanagency.com Fax: (248) 353-3800	Trade Payable				\$ 7,818,533
2	La-Z-Boy Chair Company One La-Z-Boy Drive Monroe, MI 48162	Attn: Darrell Edwards Title: Senior Vice President & Chief Operating Officer Phone: (734) 242-1444 Email: darrell.edwards@la-z-boy.com Fax: (734) 457-2005	Trade Payable				\$ 5,195,593
3	Sealy Mattress Company 1 Office Parkway Sealy Drive Trinity, NC 27370	Attn: Scott Thompson Title: Chief Executive Officer Phone: (336) 861-3500 Email: scott.thompson@tempursealy.com	Trade Payable				\$ 4,139,554
4	Kuka (HK) Trade Co., Limited RM 6 13A/F World Finance Ctr Harbour City South Twr 17 Canton Road Tsim Sha Tsui, Hong Kong	Phone: (+852) 2577-7721	Trade Payable				\$ 3,818,838
5	United Furniture Industries 5380 Highway 145 South Tupelo, MS 38801	Attn: Gene Pierce Title: Vice President of Manufacturing Phone: (662) 447-4135 Email: pierce@unitedfurnituresantarosa.com Fax: (662) 447-0103	Trade Payable				\$ 3,292,758
6	Flexsteel Industries Inc. 385 Bell Street Dubuque, IA 52001	Attn: Jerry Dittmer Title: President & Chief Executive Officer Phone: (563) 556-7730 Email: jdittmer@flexsteel.com Fax: (563) 556-8345	Trade Payable				\$ 3,026,863
7	Simmons Manufacturing Company, LLC 1 Concourse Parkway Northeast Suite 800 Atlanta, GA 30328	Attn: David Swift Title: Chairman & Chief Executive Officer Phone: (877) 399-9397 Email: dswift@sertasimmons.com	Trade Payable				\$ 2,907,759

Debtor Art Van Furniture, LLC et al,

Case number (if known) \_\_\_\_\_

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
8 Tempur-Pedic Inc. 1000 Tempur Way Lexington, KY 40511	Attn: Scott Thompson Title: Chairman, President & Chief Executive Officer Phone: (336) 861-3500 Email: scott.thompson@tempursey.com Fax: (859) 514-4422	Trade Payable				\$ 2,397,139
9 Southern Motion Inc. 298 Henry Southern Drive P.O. Box 1064 Pontotoc, MS 38863	Attn: Roger Bland Title: Chief Executive Officer Phone: (662) 488-4007 Email: rbland@southernmotion.com Fax: (662) 488-4000	Trade Payable				\$ 2,378,693
10 Stearns & Foster Company 1000 Tempur Way Lexington, KY 40511	Attn: Scott Thompson Title: Chairman, President & Chief Executive Officer Phone: (336) 861-3500 Email: scott.thompson@tempursey.com	Trade Payable				\$ 2,366,240
11 H M Richards Inc. 414 Co Road 2790 Guntown, MS 38849	Attn: Joe A. Tarrant Jr. Title: Vice President of Operations Phone: (662) 365-9485 Email: jtarrant@hmrichards.com Fax: (662) 365-9490	Trade Payable				\$ 2,063,173
12 Franklin Corporation 600 Franklin Drive Houston, MS 38851	Attn: Hassell Franklin Title: Chief Executive Officer Phone: (662) 456-4286 Email: hassellfranklin@franklincorp.com Fax: (662) 456-3156	Trade Payable				\$ 1,911,637
13 Kuehne & Nagel Inc. Exchange PI 10 Jersey City, NJ 07302-3920	Attn: Detlef Trefzger Title: Chief Executive Officer Phone: (210) 413-5500 Email: detlef.trefzger@kuehne-nagel.com Fax: (201) 413-5777	Trade Payable				\$ 1,896,522
14 Serta Restokraft Mattress Co. 38025 Jaykay Drive Romulus, MI 48174	Attn: Bob Malin Title: Vice President Phone: (734) 727-9000 Email: bmalin@serta.com Fax: (734) 326-1525	Trade Payable				\$ 1,749,982
15 England Furniture Inc. 145 England Drive New Tazewell, TN 37825	Phone: (423) 626-5211 Fax: (423) 626-9641	Trade Payable				\$ 1,732,285
16 Ashley Furniture Industries, Inc. 1 Ashley Way Arcadia, WI 54612-1218	Attn: Todd Wanek Title: President & Chief Executive Officer Phone: (608) 323-3377 Email: twanek@ashleyfurniture.com Fax: (608) 323-6139	Trade Payable				\$ 1,506,565
17 Simon Li Furniture 200 E. Commerce Avenue High Point, NC 27260	Attn: Simon Lichtenberg Title: Chief Executive Officer Phone: (336) 822 2710 Email: simonli@trayton.com	Trade Payable				\$ 1,504,196
18 Kingsdown Inc. 126 W. Holt Street Mebane, NC 27302-2622	Attn: Thomas McLean Title: Executive Vice President Phone: (919) 563-3531 Email: tmclean@kingsdown.com	Trade Payable				\$ 1,452,729
19 Fusion Furniture Inc. 957 Pontotoc County Industrial Pkwy Ecrú, MS 38841	Attn: Bo Robbins Title: President Phone: (662) 489-1296 Email: brobbins@fusionfurnitureinc.com	Trade Payable				\$ 1,326,778

Debtor Art Van Furniture, LLC et al.,

Case number (if known) \_\_\_\_\_

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
20	Elite Rewards 5111 Central Avenue St. Petersburg, FL 33710	Phone: (727) 290-2472	Trade Payable				\$ 1,323,676
21	Liberty Furniture Industries Inc. 6021 Greensboro Drive Atlanta, GA 30336	Attn: Jason Brian Title: Executive Vice President Phone: (404) 629-1003 Email: jasonbrian@libertyfurn.com	Trade Payable				\$ 1,140,744
22	Standard Furniture Manufacturing, LLC 801 US-31 Bay Minette, AL 36507	Attn: Tim Ussery Title: President Phone: (251) 937-6741 Email: tim.ussery@sfmco.com	Trade Payable				\$ 1,090,297
23	Ascion LLC 750 Denison Court Bloomfield Hills, MI 48302	Attn: Martin Rawls-Meehan Title: President & Chief Executive Officer Phone: (248) 409-5656 Email: martin@reverie.com Fax: (248) 409-5657	Trade Payable				\$ 1,089,345
24	A-America, Inc. 800 Milwaukee Avenue N. Algona, WA 98001	Attn: Fred G. Rohrbach Title: Chief Executive Officer Phone: (206) 575-3044	Trade Payable				\$ 1,034,630
25	Michael Nicholas Designs 2330 Raymer Avenue Fullerton, CA 92336	Attn: Mike Cimarusti Title: Chief Executive Officer Phone: (714) 562-8101 Email: mcimarusti@mndca.com	Trade Payable				\$ 946,875
26	Signal Restoration Services 2490 Industrial Row Drive Troy, MI 48084	Attn: Frank Torre Title: Managing Partner Phone: (248) 288-6300 Email: ftorre@signalrestoration.com	Trade Payable				\$ 946,567
27	New Classic Furniture 7351 McGuire Blvd. Fontana, CA 92336	Attn: Mitch Markowitz Title: Chief Executive Officer Phone: (909) 484-7676 Email: mitch.markowitz@newclassicfurniture.com Fax: (909) 484-2840	Trade Payable				\$ 834,149
28	Max Home LLC 101 Max Place Fulton, MS 38843	Attn: Larry Gentry Title: Chief Financial Officer Phone: (662) 862-9966 Fax: (662) 862-9969	Trade Payable				\$ 819,998
29	Jackson Furniture / Catnapper 1910 King Edward Avenue Cleveland, TN 37311	Attn: W. Ronald Jackson Title: President Phone: (423) 476-8544	Trade Payable				\$ 784,567
30	Bedgear, LLC 100 Bi-County Blvd. Suite 101 Farmingdale, NY 11735	Attn: Eugene Alletto Title: Chief Executive Officer Phone: (631) 414-7758 Email: ealletto@bedgear.com	Trade Payable				\$ 763,084

Note: Unsecured amounts contain projected estimates of pre-petition liability as of the Petition Date and are subject to change as accrued liabilities are invoiced.

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

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In re:	)	
	)	Chapter 7
	)	
ART VAN FURNITURE, LLC, <i>et al.</i> , <sup>1</sup>	)	Case No. 20-10553 (CSS)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	<b>Re: Docket No. 511</b>

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**ORDER APPROVING  
(I) SALE OF PURCHASED ASSETS TO LEVIN  
FURNITURE, LLC AND LEVIN TRUCKING, LLC  
FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES;  
(II) REJECTION OF CERTAIN UNEXPIRED LEASES OF NONRESIDENTIAL  
REAL PROPERTY; (III) ASSUMPTION OF CERTAIN ASSUMED CONTRACTS;  
AND (IV) GRANTING RELATED RELIEF**

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Upon the motion (the “Motion”)<sup>2</sup> of Alfred T. Giuliano, chapter 7 trustee (the “Trustee”) to the estates of the above-captioned debtors (collectively, the “Debtors”), pursuant to sections 105, 363, 365, and 554 of Title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), for entry of an order (this “Order”) authorizing the (i) sale of the Purchased Assets to Levin Furniture, LLC (the “Furniture Buyer”) and Levin Trucking, LLC (the “Trucking Buyer”, and together with the Furniture Buyer, the “Purchaser”) free and clear of all liens, claims, and encumbrances; (ii) the rejection of the leases of the Subject Stores (the “Rejected Leases”); (iii) assumption of Assumed Contracts; and (iv) granting related relief, all as more fully described in

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Art Van Furniture, LLC (9205); AVF Holding Company, Inc. (0291); AVCE, LLC (2509); AVF Holdings I, LLC (2537); AVF Holdings II, LLC (7472); AVF Parent, LLC (3451); Levin Parent, LLC (8052); Art Van Furniture of Canada, LLC (9491); AV Pure Sleep Franchising, LLC (8968); AVF Franchising, LLC (6325); LF Trucking, Inc. (1484); Sam Levin, Inc. (5198); and Comfort Mattress LLC (4463). The location of the Debtors’ service address in these chapter 11 cases is: 6500 East 14 Mile Road, Warren Michigan 48092.

<sup>2</sup> A capitalized term used but not defined herein shall have the meaning ascribed to it in the Motion or APA, as applicable.

the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court finding that it may enter a final order consistent with Article III of the United States Constitution; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion and the proposed sale having been provided; and the relief requested in the Motion being in the best interests of the Debtors, their estates, and their creditors; and the Court having reviewed the Motion; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court, and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. All objections and responses to the Motion, including all reservations of rights included therein that have not been overruled, withdrawn, waived, settled, continued, or resolved, are hereby overruled and denied
3. The form and manner of notice of the Motion and the proposed sale under the APA is hereby approved as providing good and sufficient notice to all creditors and parties in interest pursuant to the Bankruptcy Rules and the Local Rules.
4. The Asset Purchase Agreement (“APA”), in substantially the form attached hereto as **Exhibit 1**, and all of the terms and conditions thereof, are approved.

The relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and other parties in interest. Upon the record made at the Sale Hearing, the Trustee has demonstrated good, sufficient, and sound business purposes and justifications for the relief requested in the Motion. The Trustee's decision to enter into the APA and perform thereunder is a reasonable exercise of his business judgment.

5. The failure specifically to include any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety.

6. Pursuant to section 363(b) of the Bankruptcy Code, the Trustee, on behalf of the Debtors, is authorized to perform its obligations under and comply with the terms of the APA and consummate the Sale, pursuant to and in accordance with the terms and conditions of the APA.

7. The Trustee, on behalf of the Debtors, is authorized to execute and deliver, and empowered to perform under, consummate, and implement, the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA, and to take all further actions as may be reasonably required for the purpose of assigning, transferring, granting, conveying, and conferring the Purchased Assets to the Purchaser, or as may be necessary or appropriate to the performance of the obligations as contemplated by the APA.

8. Upon the closing of the Sale, the Sale of the Purchased Assets to the Purchaser shall vest the Purchaser with all right, title, and interest in the Purchased Assets, and, pursuant to section 363(f) of the Bankruptcy Code, the Sale shall be free and clear of any and all liens, claims, and encumbrances against the Purchased Assets, with such liens, claims (as defined

in section 101(5) of the Bankruptcy Code), interests, and encumbrances attaching to the proceeds of the Sale with the same validity, extent and priority as such liens, claims, and encumbrances had on the Purchased Assets immediately prior to the Sale, subject to any rights, claims and defenses of the Debtors and other parties in interest.

9. The assumption and assignment of the Assumed Contracts pursuant to the terms of the APA and this Order is integral to the Sale and is in the best interests of the Debtors, their estates, their creditors, and parties-in-interest, and represents the reasonable exercise of sound and prudent business judgment by the Trustee. The Trustee has met all requirements of section 365(b) of the Bankruptcy Code for each of the Assumed Contracts, and the Purchaser has provided adequate assurance of future performance under the relevant Assumed Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) and 365(f)(2)(B) of the Bankruptcy Code.

10. Each of the Assumed Contracts shall be assumed by the Trustee, on behalf of the Debtors' estates, effective as of the Closing Date under the APA, and assigned to the Purchaser free and clear of all liens, claims (as defined in section 101(5) of the Bankruptcy Code), and encumbrances, in accordance with section 363(f), against the Purchaser notwithstanding any provision in the Assumed Contracts or other restrictions prohibiting their assignment or transfer.

11. The Purchaser shall be responsible for and shall pay all Cure Amounts in connection with the assumption and assignment of any Assumed Contract to the Purchaser as of the Closing Date.

12. The transactions contemplated by the Purchase Agreement are undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided herein to

consummate the Sale shall not affect the validity of the Sale of the Purchased Assets to the Purchaser. The Purchaser, its affiliates, and their respective principals and advisors have proceeded in good faith and without collusion in all respects and are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

13. The consideration provided by the Purchaser for the Purchased Assets under the APA is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

14. The proceeds of the Purchased Assets shall be subject to the *Second Interim Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 372] and the payment provisions of paragraph 12 thereunder. Notwithstanding the foregoing, this provision shall not extend to the Customer Claim Advance, the Customer Claim Advance Fund or the Excess Funds (all as defined in the APA).

15. Upon the closing of the Sale, any and all respective rights and obligations of the Trustee and/or the Purchaser pursuant to the *Interim Order: (I) Authorizing Secured Post-Petition Financing Pursuant to 11 U.S.C. Section 105, 361, 364(c) and 364(d); (II) Scheduling a Final Hearing; and (III) Granting Related Relief* [Docket No. 137] (“Interim DIP Order”) are hereby deemed satisfied and extinguished in full. For the avoidance of doubt, upon the closing of the Sale, any claim or right that may exist for the Purchaser with respect to the Interim DIP Order is deemed waived upon closing of the Sale and any lien arising from the Interim DIP Order is hereby terminated and deemed extinguished without further order of this Court.

16. The Purchaser is hereby granted a first lien and senior security interest,

senior to all liens, claims and encumbrances in the Excess Funds (as defined in the APA) which shall be deemed properly perfected without the need for any subsequent filing in the federal, state or local governmental agencies.

17. Any Purchased Assets subject to the trademark infringement allegations asserted by JoFran Sales, Inc. will be caused by the Trustee, with the cooperation and assistance of the Purchaser, to be disposed of and shall not be transferred to Purchaser and shall not be resold, transferred for sale, or otherwise continue in the stream of commerce, other than as agreed between Jofran Sales, Inc. and the Trustee.

18. No bulk sale law or any similar law of any state or other jurisdiction shall apply in any way to the Sale and the transactions contemplated by the APA.

19. The Purchaser shall not have any liability for any obligation of the Debtors arising under or related to any of the Purchased Assets. Without limiting the generality of the foregoing, the Purchaser shall not be liable for any claims against the Debtors or any of their predecessors or affiliates solely by virtue of its acquisition of the Purchased Assets. By virtue of the Sale, the Purchaser and its affiliates, successors and assigns shall not be deemed or considered to, (a) be a legal successor, or otherwise be deemed a successor to any of the Debtors, (b) have, *de facto* or otherwise, merged with or into any or all Debtors, or (c) be a continuation or substantial continuation, or be holding itself out as a mere continuation, of any of the Debtors or their respective estates, businesses or operations, or any enterprise of the Debtors, in each case by any law or equity, and the Purchaser has not assumed nor is it in any way responsible for any liability or obligation of the Debtors or the Debtors' estates. The Purchaser shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor law, *de facto* merger or

substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date.

20. The Rejected Leases shall be deemed rejected, pursuant to section 365(a) of the Bankruptcy Code, upon the Trustee filing a notice with the Court, subsequent to the closing of the Sale, declaring that it has irrevocably surrendered the premises concerning a Rejected Lease (the date of such notice, the "Rejection Effective Date"). A Rejected Lease shall be deemed terminated effective as of the Rejection Effective Date. Notwithstanding the foregoing or anything to the contrary contained in this Order, the Motion, or the APA, the leases for the following Subject Stores are excluded from the definition of Rejected Leases and are unaffected by the relief granted herein: (a) 1801 Nagel Road, Avon, Ohio (Store No. 27), (b) 16960 Sprague Road, Middleburg Heights, Ohio (Store No. 30), (c) 6229 Promler Avenue, North Canton, Ohio (Store No. 28), (d) 7799 Mentor Avenue, Mentor, Ohio (Store No. 31), and (e) 124 Levin Way, Monroeville, Pennsylvania (Store No. 137).

21. Effective automatically upon the Rejection Effective Date of the Rejected Leases with the Releasing Landlords, (i) each Releasing Landlord fully and unconditionally releases and waives any and all claims against the Trustee, the Seller, the Debtors and its and their affiliates and their respective bankruptcy estates, and (ii) the Rejected Leases shall be deemed rejected and terminated as of the Rejection Date.

22. All claims by the Releasing Landlords against the Debtors, their estates, and the Trustee, including administrative expense claims arising under sections 365, 503(b), or any other applicable section of the Bankruptcy Code, are deemed waived and disallowed in their entirety.

23. Any of the Debtors' owned personal property assets located on the premises underlying a Rejected Lease shall be deemed abandoned, without further order of this Court, pursuant to section 554(a) of the Bankruptcy Code as of the Rejection Effective Date.

24. Notwithstanding anything in this Order or the APA to the contrary, the Trustee shall provide a copy to the Debtors' (a) ABL Lender, Wells Fargo Bank, and (b) Prepetition Term Loan Agent, Virtus Group LP, of the periodic accounting reports provided to the Purchaser pursuant to Section 6.13(j) of the APA.

25. Nothing in this Order shall limit, release, or affect any claims of Samalex Trust, including but not limited to claims arising under the rejection of its lease of non-residential real property, or any defense to such claims.

26. Notwithstanding anything in this Order or the APA to the contrary, no rights (if any) under certain implied licenses, or otherwise, for photographs produced by Pirrillo Digital Imaging, Inc. are being transferred to the Purchaser pursuant to this Order or the APA.

27. Notwithstanding anything in this Order or the APA to the contrary, no software or hardware licensed by the Debtors from Oracle America, Inc. ("Oracle") will be transferred without Oracle's prior written consent.

28. Notwithstanding anything in this Order or the APA to the contrary: (i) no rights under that certain (x) Vendor Buying Agreement between the Debtors and Tempur Sealy International, Inc. and its subsidiaries and affiliates (collectively, "Tempur Sealy"), (y) Multi-Line Retailer Agreement between the Debtors and Tempur Sealy, and (z) incentive agreement between the Debtors and Tempur Sealy (collectively, as amended, the "Tempur Sealy Agreements") are being transferred to the Purchaser pursuant to this Order or the Purchase Agreement; (ii) the Purchaser shall not be permitted to utilize, without the express permission of

Tempur Sealy, any intellectual property assets of Tempur Sealy including, but not limited to, Tempur-Pedic®, Sealy® and Stearns & Foster® trade names and trademarks (the “Tempur Sealy Marks”); provided, however, that the foregoing shall not (x) in any way preclude the Purchaser from selling any Purchased Assets that includes the Tempur Sealy Marks, or (y) obligate the Purchaser to remove any Tempur Sealy Marks from the Purchased Assets in connection with such sales or otherwise; provided further, however, that Purchaser shall not be permitted to include Tempur Sealy Marks in advertising or other promotions; (iii) Purchaser shall not be entitled to assert a claim against Tempur Sealy for indemnification, warranties, rebates, or incentives that may otherwise be due and owing to the Debtors pursuant to the Tempur Sealy Agreements; and (iv) Tempur Sealy reserves all of its rights and remedies under the Tempur Sealy Agreements against the Debtors and nothing in this Order or the Purchase Agreement shall abrogate Tempur Sealy’s rights under the Tempur Sealy Agreements against the Debtors; provided that Tempur Sealy shall not be entitled to assert any such rights against the Purchaser or any purchaser of any Purchased Assets, the Debtors shall not be entitled to assert any claim against the Purchaser or any purchaser of any Purchased Assets in connection with any assertion of rights by Tempur Sealy against the Debtors under the Tempur Sealy Agreements and neither the Purchaser nor any purchaser of any Purchased Assets shall have any liability to any person or entity, including without limitation, Tempur Sealy and the Debtors, under, or in connection with, the Tempur Sealy Agreements.

29. Notwithstanding anything in this Order or the APA to the contrary: (i) no rights under that certain (x) 2019 Vendor Buying Agreement dated January 17, 2019 between the Debtors and Serta Simmons Bedding Company and its subsidiaries and affiliates (collectively, “SSB”), (y) the Serta Simmons Bedding Authorized Dealer Terms and Conditions, effective as

of January 2019, and (z) the Beautyrest® Dealer Policies (collectively, as amended from time to time, the “SSB Agreements”) are being transferred to the Purchaser pursuant to this Order or the Purchase Agreement; (ii) the Purchaser shall not be permitted to utilize, without the express permission of SSB, any intellectual property assets of SSB including, but not limited to, Beautyrest® trade names and trademarks of SSB (the “SSB Marks”); provided, however, that the foregoing shall not (x) in any way preclude the Purchaser from selling any Purchased Assets that includes the SSB Marks, or (y) obligate the Purchaser to remove any SSB Marks from the Purchased Assets in connection with such sales or otherwise; provided further, however, that the Purchaser shall not be permitted to include SSB Marks in advertising or other promotions; (iii) the Purchaser shall not be entitled to assert a claim against SSB for indemnification, warranties, rebates, or incentives that may otherwise be due and owing to the Debtors pursuant to the SSB Agreements (if any); and (iv) SSB reserves all of its rights and remedies under the SSB Agreements against the Debtors and nothing in this Order or the Purchase Agreement shall abrogate SSB’s rights under the SSB Agreements against the Debtors; provided that SSB shall not be entitled to assert any such rights against the Purchaser or any purchaser of any Purchased Assets, the Debtors shall not be entitled to assert any claim against the Purchaser or any purchaser of any Purchased Assets in connection with any assertion of rights by SSB against the Debtors under the SSB Agreements and neither the Purchaser nor any purchaser of any Purchased Assets shall have any liability to any person or entity, including without limitation, SSB and the Debtors, under, or in connection with, the SSB Agreements; *provided, however,* that, for the avoidance of doubt, nothing herein is intended to exculpate the Purchaser or any purchaser of any Purchased Assets for use of the SSB Marks in violation of the limitations set forth in this paragraph.

30. Notwithstanding anything in this Order or the APA to the contrary: (i) no rights under certain vendor agreements (collectively, the “Serta Agreements”) between the Debtors and Serta Restokraft Mattress Company (“Serta”) are being transferred to the Purchaser pursuant to this Order or the Purchase; (ii) the Purchaser shall not be permitted to utilize, without the express permission of Serta, any intellectual property assets of Serta (the “Serta Marks”); provided, however, that the foregoing shall not (x) in any way preclude the Purchaser from selling any Purchased Assets that includes the Serta Marks, or (y) obligate the Purchaser to remove any Serta Marks from the Purchased Assets in connection with such sales or otherwise; provided further, however, that the Purchaser shall not be permitted to include Serta Marks in advertising or other promotions; (iii) the Purchaser shall not be entitled to assert a claim against Serta for indemnification, warranties, rebates, or incentives that may otherwise be due and owing to the Debtors pursuant to the Serta Agreements; and (iv) Serta reserves all of its rights and remedies under the Serta Agreements against the Debtors and nothing in this Order or the Purchase Agreement shall abrogate Serta’s rights under the Serta Agreements against the Debtors; provided that Serta shall not be entitled to assert any such rights against the Purchaser or any purchaser of any Purchased Assets, the Debtors shall not be entitled to assert any claim against the Purchaser or any purchaser of any Purchased Assets in connection with any assertion of rights by Serta against the Debtors under the Serta Agreements and neither the Purchaser nor any purchaser of any Purchased Assets shall have any liability to any person or entity, including without limitation, Serta and the Debtors, under, or in connection with, the Serta Agreements.

31. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

32. If any person or entity that has filed statements (including UCC-1

financing statements) or other documents or agreements evidencing Encumbrances on, or interests in, all or any portion of the Purchased Assets shall not have delivered to the Trustee, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of Encumbrances or any other documents necessary for the purpose of documenting the release of all Encumbrances or interests which the person or entity has or may assert, the Trustee is hereby authorized, and the Purchaser is hereby authorized on behalf of the Debtors' estates and the Trustee, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Purchased Assets.

33. This Order shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation 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 to or interest in any of the Purchased Assets.

34. The failure to specifically include any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that that APA be authorized and approved in its entirety; *provided, however*, that this Order shall govern if there is any inconsistency between the APA and this Order.

35. The Purchaser is a party in interest and shall have standing to appear and be heard on all issues related to or otherwise connected with this Order, the Sale or the APA.

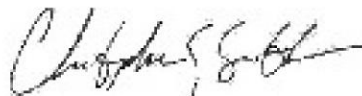
36. Within three (3) business days after entry of this Order, the Trustee will serve this Order on the counterparty to each Rejected Lease, or their counsel if known.

37. Notwithstanding any applicability of Bankruptcy Rules 6004, 6006, 7062, 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

38. The APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

39. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the APA, the Sale, implementation, interpretation and/or enforcement of this Order.

**Dated: May 27th, 2020**  
**Wilmington, Delaware**



**CHRISTOPHER S. SONTCHI**  
**UNITED STATES BANKRUPTCY JUDGE**

**Exhibit 1**

**APA**

ASSET PURCHASE AGREEMENT  
BY AND AMONG  
SAM LEVIN, INC., AND  
LF TRUCKING, INC., AS SELLERS  
and  
LEVIN FURNITURE, LLC, AND  
LEVIN TRUCKING, LLC, AS PURCHASERS

DATED AS OF MAY 20, 2020

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, is made as of May 20, 2020 (the "Execution Date"), and effective for all purposes, as of the Closing Date, is made by and among Sam Levin, Inc. a Pennsylvania corporation, Chapter 7 Debtor in one of the Bankruptcy Cases ("SLI"), and LF Trucking, Inc., a Pennsylvania corporation, Chapter 7 Debtor in one of the Bankruptcy Cases ("LFT") acting by and through Alfred T. Giuliano, solely in his capacity as Chapter 7 Trustee, and not in his individual capacity (SLI and LFT are each referred to as a "Seller", and collectively as the "Seller"), on the one hand, and Levin Furniture, LLC, a Pennsylvania limited liability company ("Furniture Buyer"), and Levin Trucking, LLC, a Pennsylvania limited liability company ("Trucking Buyer") (each of the Furniture Buyer and the Trucking Buyer are referred to as a "Purchaser", and collectively as the "Purchaser") (Seller and Purchaser are each a "Party", and collectively, the "Parties").

### RECITALS

A. SLI is engaged in the retail furniture business at and from the Subject Stores under the brands "Levin Furniture" and "Wolf Furniture" (such business operated at and from the Subject Stores, the "Retail Business").

B. LFT provides trucking services to the Retail Business including delivery of furniture sold by SLI to SLI's customers (such trucking services provided to the Retail Business, the "Trucking Business," and together with the Retail Business, the "Business").

C. On March 8, 2020 (the "Petition Date"), Art Van Furniture Holdings LLC and certain of its Affiliates (each, a "Debtor" and collectively, the "Debtors") filed with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") voluntary petitions for relief under Chapter 11 of title 11 of the United States Code (as amended, the "Bankruptcy Code"), thereby commencing cases that the Bankruptcy Court has ordered to be jointly administered under Case No. 20-10553 (CSS) (collectively, the "Bankruptcy Cases").

D. On April 6, 2020, the Bankruptcy Court entered an Order in the Bankruptcy Cases converting the Bankruptcy Cases to a Chapter 7 case under the Bankruptcy Code, and appointed Alfred T. Giuliano as the Chapter 7 Trustee (acting solely in such capacity, Mr. Giuliano is sometimes referred to herein as the "Trustee").

E. The Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, the Purchased Assets, and the Purchaser agrees to pay to the Seller the consideration set forth in this Agreement including the assumption by the Purchaser of the Assumed Liabilities, on the terms and conditions set forth in this Agreement and in accordance with sections 105, 363, and 365 and other applicable provisions of the Bankruptcy Code and applicable Bankruptcy Rules (collectively, the "Transaction").

F. The consummation of the Transaction is subject to Court Approval.

G. Each Seller has determined, after consideration of the available alternatives, in consultation with its legal and financial advisors, that a sale of the Purchased Assets through a private sale in the form of this Transaction is necessary to maximize value and is in the best interests of the Debtors and their Estates, creditors and other parties in interest.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

## **Article I** **Definitions**

1.1 Definitions. For purposes of this Agreement, certain defined terms used in this Agreement and not specifically defined in context are defined in this Section 1.1 as follows:

“ABL Lender” means Wells Fargo Bank, National Association, as administrative agent, issuing bank, collateral agent and lender under the Debtors’ Prepetition ABL Credit Facility.

“Affiliate” of any specified Person means (a) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person and (b) any equity holder of such Person holding 51% or more of the interests in such Person. For purposes of this definition, “control” when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Agreement” means this Agreement and includes all of the schedules and exhibits attached hereto.

“Bankruptcy Court” has the meaning set forth in the Recitals.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, as promulgated under Section 2075 of title 28 of the United States Code, and the Local Rules, as in effect on the Petition Date, together with all amendments and modifications thereto that were subsequently made applicable to the Bankruptcy Cases.

“Bill of Sale” means a bill of sale from each Seller in the form of Exhibit B attached hereto.

“Books and Records” has the meaning set forth in Section 2.1(xiii).

“Business” has the meaning set forth in the Recitals.

“Business Day” means any day other than Saturday or Sunday, or a day on which the banking institutions of the State of Delaware are authorized or obligated by Law or executive order to close.

“Cash and Cash Equivalents” means all cash (expressed in United States dollars) and cash equivalents (including marketable securities, checks, bank deposits and short term investments) of either Seller, including the amounts of any received but uncleared checks, drafts and wires issued prior to such time (excluding Prepaid Expenses), less the amounts of any outstanding checks, bank overdrafts or transfers at such time, determined in accordance with GAAP.

“Closing” means the closing of the purchase and sale of the Purchased Assets contemplated by this Agreement, following satisfaction or waiver of the conditions contained in Article VIII.

“Closing Date” means the date of execution of this Agreement by the Parties.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means any contract, lease, license, purchase order, sales order or other agreement or binding commitment, whether or not in written form.

“Court Approval” means the entry of the Sale Order by the Bankruptcy Court.

“Covered Allowed Claims” has the meaning set forth in Section 6.13 hereof.

“Covered Expenses” has the meaning set forth in Section 6.13 hereof.

“Cure Amounts” means all monetary liabilities, including pre-petition monetary liabilities, of Seller that must be paid or otherwise satisfied to cure all of Seller’s monetary defaults under the Assumed Contracts pursuant to Section 365 of the Bankruptcy Code at the time of the assumption thereof and assignment to Purchaser as provided hereunder as such amounts are determined by the Bankruptcy Court or approved pursuant to the assignment and assumption procedures provided for in the Sale Order.

“Customer Claim Advance” is defined in Section 6.13 hereof.

“Customer Deposits” means deposits made by customers of Subject Stores with respect to the sales of inventory made by SLI, which inventory remains undelivered to such customers as of the Closing of the Levin Stores; deposits made by customers with respect to purchases at or relating to the Excluded Stores shall not be deemed “Customer Deposits” hereunder.

“Debtors” has the meaning set forth in the Recitals.

“Default” means (a) a breach, default or violation, (b) the occurrence of an event that with or without the passage of time or the giving of notice, or both, would constitute a breach, default or violation or cause an Encumbrance to arise, or (c) with respect to any Contract, the occurrence of an event that with or without the passage of time or the giving of notice, or both, would give rise to a right of termination, cancellation, amendment, renegotiation or acceleration or a right to receive damages or a payment of penalties.

“Deposit” is defined in Section 3.1 hereof.

“Employees” means the individuals currently employed by the Seller performing job functions for the Business.

“Employee Plans” means all employee benefit plans (as defined in Section 3(3) of ERISA) and all other qualified and non-qualified pension and profit-sharing, incentive compensation, commission, deferred compensation, vacation, medical, dental, life, disability or other group insurance, severance, salary continuation, death benefit and other benefit or compensation plans, arrangements, agreements and payroll practices maintained by the Seller or to which the Seller is a party or is bound, or with respect to which payments or contributions are required to be made by the Seller, or in respect of which the Seller may otherwise have any liability.

“Encumbrance” means any lien, charge, assessment, liability, agreement, lease, judgment, claim, right, demand, security interest, mortgage, pledge, easement, reservation, restriction, covenant, encumbrance and other exception of any nature whatsoever.

“Equipment Valuation” means \$150,000.00.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Estate” means the estate created for the Debtor by Section 541 of the Bankruptcy Code upon the commencement of the Bankruptcy Case.

“Excluded Inventory” means all Inventory (i) consisting of Jofran Design Goods (to be destroyed by Purchaser in accordance with Section 6.12)<sup>1</sup>, (ii) located at the stores formally branded as “Wolf Furniture Stores,” and (iii) located at the Excluded Stores .

“Excluded Stores” means all stores other than the Subject Stores (including, without limitation, the Wolf Furniture stores) as further identified on Schedule 1.1(b).

“GAAP” means generally accepted accounting principles in effect in the United States, consistently applied.

“Governmental Authority” means any (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature, or any political subdivision thereof, (b) federal, state, local, municipal, foreign or other government or (c) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, body, contractor, agent or other entity and any court, arbitrator or other tribunal).

“Included Rolling Stock Value” means \$1,000,000.00.

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<sup>1</sup> A listing of the Jofran Design Good is attached hereto at Schedule 1.1(b); provided, however, the requirements of 6.12 shall control over all such Jofran Design Good inventory and not be limited by Schedule 1.1(b).

“Inventory” means all right, title and interest of the Seller with respect to the inventory owned by Seller as of the Closing with respect to the Subject Stores, including goods owned and held for sale or to be furnished under a Contract for service, and raw materials, work in process, or materials owned by Seller and used or consumed in the Business.

“Inventory Valuation” means \$13,696,002.42.

“Jofran Design Goods” means all Inventory of Seller identified by Seller that relates to the Jofran litigation at Adv. Proceeding No. 20-50546 in the Bankruptcy Cases.

“Law” means any statute, law, ordinance, regulation, order or rule of any Governmental Authority, including those covering environmental, energy, safety, health, transportation, bribery, record keeping, zoning, antidiscrimination, antitrust, wage and hour, and price and wage control matters, as well as any applicable principle of common law.

“Levin Stores” means all Levin Furniture and Levin Mattress stores located in Ohio and Pennsylvania, including, without limitation, the Subject Stores.

“Liability” means any direct or indirect liability, indebtedness, obligation, expense, claim, loss, damage, deficiency, guaranty or endorsement of or by any Person, absolute or contingent, accrued or unaccrued, matured or unmatured, known or unknown, due or to become due, liquidated or unliquidated.

“Ordinary Course” or “Ordinary Course of Business” means an action taken by any Person, where the action: (1) was taken in the ordinary course of business consistent with past custom and practice of the Person in question, and (2) did not require authorization of or by the board of directors or stockholders of such Person (or by any Person or group of Persons exercising similar authority), in each of the foregoing cases taking into account that each Seller is a Debtor and each Seller’s distressed financial and operating condition.

“Organizational Documents” means (a) any certificate or articles of incorporation, organization or formation, any bylaws or limited liability company or operating agreement, (b) any documents comparable to those described in clause (a) as may be applicable pursuant to any Law and (c) any amendment or modification to any of the foregoing.

“Person” means any individual, partnership, limited liability company, limited liability partnership, corporation, association, joint stock company, trust, joint venture, unincorporated organization or Governmental Authority.

“Prepaid Expenses” means any deposits or prepaid expenses of Seller but not customer deposits.

“Proceeding” means any lawsuit, litigation or arbitration (in each case, whether civil, criminal or administrative) by or before any Governmental Authority or arbitrator.

“Proprietary Rights” means all fictional business names, trade names, registered and unregistered trademarks, service marks, and applications used by the Seller including, but not limited to Levin Furniture and Levin Mattress; all patents and patent applications owned or used

by the Seller and all inventions and discoveries of the Seller that may be patentable; all copyrights of the Seller in both published works and unpublished works; and all know-how, trade secrets, confidential information, customer lists, software, technical information, data, process technology, plans, drawings, and blue prints owned, URLs, websites, webpages, social media accounts, Instagram accounts, Facebook accounts and pages and domain names, (including but not limited to email addresses and accounts identified as @levinfurniture.com or @levinmattress.com) specifications, documentations, reports, catalogs, literature, and any other forms of technology or proprietary information of any kind, including all rights therein and all applications for registration or registrations and goodwill associated therewith.

“Proprietary Rights Valuation” means an amount equal to \$250,000.00.

“Receivables” means all trade accounts receivable of Seller and proceeds thereof.

“Relevant Customer Claims” is defined in Section 6.13 hereof.

“Representatives” means, with respect to any Person, the directors, officers, members, managers, partners, shareholders, employees, financial advisors, attorneys, accountants, consultants, agents and other authorized representatives of such Person.

“Sale Motion” means the motion, in form and substance reasonably satisfactory to Seller and Purchaser, to be filed by Seller pursuant to, *inter alia*, sections 363 and 365 of the Bankruptcy Code to obtain the Sale Order and approve the transactions contemplated by this Agreement.

“Sale Order” means an Order of the Bankruptcy Court, in a form reasonably satisfactory to the Trustee, the ABL Lender and Purchaser, authorizing the sale to Purchaser and is in all material respects in the form and substance of Exhibit A attached hereto.

“Seller Wiring Instructions” is defined in Section 7.2(f)(ii) hereof.

“Smithton Warehouse” means that certain real property located at 301 Fitz Henry Road, Smithton, PA 15479.

“Specifically Excluded Claims” means any and all of each Seller’s or their respective Estate’s actions, claims, demands, rights, defenses, counterclaims, Proceedings, suits and causes of action of any value whatsoever, whether known or unknown, in law, equity or otherwise, against any creditor or other third party and the proceeds or benefits thereof, relating to the Levin Stores hereunder, including any and all actions which a trustee, debtor in possession or other appropriate party in interest may assert on behalf of the applicable Debtor or Estate under Chapter 5 of the Bankruptcy Code, including actions under one or more provisions of Sections 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code or under any other similar applicable federal, state or common law, and each Seller’s claims or causes of action for professional negligence and director and officer liability, but excluding (i) any claim expressly released in writing by the applicable Seller, and (ii) any claim against either Seller or any Affiliate of either Seller other than as expressly provided for in this Agreement;

“Subject Stores” means collectively (i) those stores identified on Schedule 1.1(a), which are branded as “Levin Furniture” and “Levin Mattress,” respectively, and (ii) the Smithton Warehouse.

“Tax” or “Taxes” means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, capital gain, intangible, environmental (pursuant to Section 59A of the Code or otherwise), custom duties, capital stock, franchise, unclaimed property or escheat, imputed underpayment, employee’s income withholding, foreign withholding, social security (or its equivalent), unemployment, disability, real property, personal property, sales, use, transfer, value added, registration, alternative or add-on minimum, estimated or other tax, including any interest, assessments, governmental charges, fines, penalties or additions to tax in respect of the foregoing, whether disputed or not, and any obligation to indemnify, assume or succeed to the liability of any other Person in respect of the foregoing, and the term “Tax Liability” shall mean any Liability with respect to Taxes.

“Tax Return” 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.

“Transaction Documents” means the Bill of Sale, the Assignment Agreement, the Assumption Agreement, the Intellectual Property Assignment, and any other agreements, certificates, or other documents executed in connection with this Agreement.

“Transfer Taxes” means sales, use, transfer, recording, documentary, stamp, registration and other similar Taxes or fees in connection with the purchase and sale of the Purchased Assets.

1.2 Interpretation; Headings. As used in this Agreement, (a) references to the plural include the singular, the singular the plural, the part the whole, (b) references to any gender, including the neuter gender, shall include all genders, (c) “including” has the inclusive meaning frequently identified with the phrase “but not limited to” or “including, without limitation” and (d) references to “hereunder” or “herein” relate to this Agreement. Each accounting term used herein that is not specifically defined herein shall have the meaning given to it under GAAP. The section and other headings contained in this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect. Section, subsection, Schedule and Exhibit references are to this Agreement unless otherwise specified.

## **Article II** **Purchase and Sale**

2.1 Purchase and Sale. Subject to the provisions of Section 2.2 below, at the Closing, each Seller shall sell, transfer, assign, convey and deliver to each respective Purchaser, and each respective Purchaser agrees to purchase from the applicable Seller, all of such Seller’s assets of every kind and type, tangible or intangible, real and personal, used exclusively in connection with the Business, to the extent located at or in the Subject Stores, free and clear of all Encumbrances

to the extent provided in the Sale Order, including, the following (collectively, but specifically excluding all Excluded Assets, the “Purchased Assets”):

(i) all tangible personal property, fixtures data processing hardware and software, fixtures, furniture, furnishings, appliances, and other tangible personal property of every kind and description and all replacement parts therefor located at the Subject Stores, including the items set forth on Schedule 2.1(a) (collectively, the “Equipment”)

(ii) all such rolling stock and vehicles of Seller (and all replacement parts therefor) that are specifically listed or identified on Schedule 2.1(b) attached hereto (collectively, the “Included Rolling Stock”);

(iii) all Inventory, excluding Excluded Inventory;

(iv) to the full extent transferable by Law, but subject to Section 2.2(xvi) hereof, all personnel and other records (including hard, electronic and microfiche copies), and all manuals, books and records, including personnel policies, files and manuals, accounting records and computer software, in each case, to the extent relating exclusively to the Subject Stores;

(v) to the full extent transferable by Law, all licenses, permits, registrations, certificates, consents, accreditations, approvals and franchises, together with assignments thereof, if required, and all waivers which it currently has, if any, of any requirements pertaining to such licenses, permits, registrations, certificates, consents, accreditations, approvals and franchises, in each case, to the extent relating exclusively to the Subject Stores;

(vi) all guarantees, warranties, indemnities and similar rights in favor of Seller related to the Purchased Assets, and all other rights, claims, and/or causes of action against any person related exclusively to the Purchased Assets or the Assumed Contracts, if any;

(vii) the Assumed Contracts (as defined herein);

(viii) all Prepaid Expenses under and to the extent relating to the Assumed Contracts;

(ix) to the full extent transferable by Law or pursuant to applicable contractual provision, all Proprietary Rights owned, leased, licensed or possessed by it and used exclusively in the operation of the Business, including the domain name [www.levinfurniture.com](http://www.levinfurniture.com), the names “Levin Furniture”, “Levin Mattress” and all derivatives thereof;

(x) to the full extent transferable by Law, all information relating solely to the Levin Stores regarding the Seller’s past, current and prospective customers and suppliers (including any and all lists thereof (including contact information), purchase and sale history, correspondence, complaints, and any and all other data, reports, and information of any kind kept or maintained by or on behalf of the Seller), pricing and cost information, and business and marketing plans and proposals;

(xi) all telephone and facsimile numbers and telephone directory listings related exclusively to the Subject Stores;

(xii) rights, to the extent assignable, under any agreements in favor of either Seller or for the benefit of either Seller with current or former Employees, contractors or third parties, with respect to non-competition, non-solicitation, or other restrictive covenants, regardless of whether any such Person accepts an offer of employment from the Purchaser or continues to perform services for the Purchaser; and

(xiii) subject to Section 2.2(xvi), below, all books, records, ledgers, files, documents, correspondence, lists, plans, drawings and specifications, creative materials, sales collateral, advertising and promotional materials, studies, reports, and other printed or written materials to the extent related to the Purchased Assets, including records to the extent related to inventory and maintenance of the Purchased Assets, whether in written or electronic form, other than employment records that may not be transferred pursuant to applicable Law (collectively, along with the assets described in Section 2.1(iv) above, the “Books and Records”).

The Parties agree that (i) SLI shall sell its respective Purchased Assets to the Furniture Buyer, and the Furniture Buyer shall purchase from SLI such Purchased Assets, and (ii) LFT shall sell its respective Purchased Assets to the Trucking Buyer, and the Trucking Buyer shall purchase from LFT such Purchased Assets. For the avoidance of all doubt, Purchaser hereby acknowledges and agrees that (i) notwithstanding anything to the contrary in this Agreement, to the extent that any Seller holds any asset (whether tangible or intangible) pursuant to a lease, rental agreement, license or other similar Contract (collectively, “Possessory Contracts”), Purchaser shall be entitled to possession of such asset at the Closing only if the applicable Possessory Contract is among the Assumed Contracts assumed by Seller and assigned to Purchaser at the Closing in accordance with the terms and provisions of this Agreement, and (ii) to the extent of any inconsistency or conflict between the provisions of this Section 2.1 and those of Section 2.2 below, the terms and provisions of Section 2.2 below shall govern and control.

2.2 Excluded Assets. Seller is not selling and Purchaser is not purchasing any assets of either Seller not enumerated in Section 2.1 above and the Purchased Assets shall in any event exclude all of the following assets of Seller (collectively, the “Excluded Assets”):

- (i) all Receivables;
- (ii) any Cash and Cash Equivalents of Seller;
- (iii) the Excluded Inventory;
- (iv) the Excluded Stores and the assets contained therein;
- (v) all of the Employee Plans;
- (vi) any rights of Seller under this Agreement;
- (vii) any Contract that is not an Assumed Contract;
- (viii) Seller’s Organizational Documents;
- (ix) the Bellewood Distribution Center and the assets contained therein;

(x) any and all of the Seller's or the Estate's actions, claims, demands, rights, defenses, counterclaims, Proceedings, suits and causes of action of any value whatsoever (including, without limitation, the Specifically Excluded Claims), whether known or unknown, in law, equity or otherwise, against any creditor or other third party and the proceeds or benefits thereof, including any and all actions which a trustee, debtor in possession or other appropriate party in interest may assert on behalf of the Debtor or the Estate under Chapter 5 of the Bankruptcy Code, including actions under one or more provisions of Sections 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code or under any other similar applicable federal, state or common law, and the Seller's claims or causes of action for professional negligence and director and officer liability, but excluding (i) any claim expressly released in writing by the Seller, and (ii) any claim against the Seller or any Affiliate of the Seller other than as expressly provided for in this Agreement;

(xi) any insurance policies and all insurance proceeds arising in connection with the ownership or operation of the Purchased Assets or the Business prior to the Closing Date;

(xii) all claims, rights, interests and proceeds with respect to refunds of Taxes for periods ending prior to the Closing Date and all rights to pursue appeals of the same;

(xiii) all Prepaid Expenses or cash deposits to the extent not relating to an Assumed Contract;

(xiv) all rolling stock and vehicles of Seller (and all replacement parts therefor) that are not specifically listed or identified on Schedule 2.1(b);

(xv) all books, records (including, without limitation, accounting records), ledgers, files, manuals, documents, correspondence, lists, plans, and other any data in any form which are (a) reasonably necessary for Seller and/or Trustee to conclude the administration of the Bankruptcy Cases, (b) subject to a litigation hold, or (c) covered by or subject to any attorney-client, work product or similar privilege;

(xvi) all other assets of Seller not expressly included among the Purchased Assets pursuant to Section 2.1 above; and

(xvii) the proceeds, benefits and other recoveries on account of the foregoing items in the foregoing subparagraphs (i) through (xvii).

2.3 Assumption of Liabilities. Subject to the terms, conditions, and other provisions of this Agreement, at and effective as of the Closing, the Purchaser shall assume the future payment and performance of (or, if otherwise stated in this Agreement, pay at the Closing) the following Liabilities (collectively, the "Assumed Liabilities"):

(a) all Liabilities under, arising from or relating to the Assumed Contracts with respect to (i) matters occurring thereunder on or after the Closing Date, and (ii) the Cure Amounts;

(b) all liabilities and obligations first arising after the Closing under or associated with Seller's privacy policy, solely arising from Purchaser's use of or dissemination of consumer information or customer lists procured which policy shall be adopted by Purchaser as of

the Closing (a full and complete copy of which Purchaser acknowledges having received from Seller); and

(c) all Liabilities agreed to be paid by the Purchaser pursuant to Section 3.2 of this Agreement.

2.4 Excluded Liabilities. Notwithstanding anything to the contrary contained in this Agreement, except for the Assumed Liabilities and payment of the Purchase Price (as defined below) and Purchaser's agreement pursuant to Section 6.13 hereof with respect to funding of the Customer Claim Advance (as defined in Section 6.13) to Seller at the Closing and the use and disbursement of such Customer Claim Advance in connection with the handling, resolution and disposition of customer claims as more particularly set forth in Section 6.13, the Purchaser shall not assume, agree to pay, discharge or satisfy, or otherwise have any responsibility, liability or obligation for any Liability of any Seller or any Affiliate of either Seller (collectively, except as provided in this sentence, the "Excluded Liabilities"). Excluded Liabilities shall also include: all obligations, claims or liabilities (whether known or unknown) with respect to the employees or former employees, or both (or their representatives) of Seller or any predecessor or Affiliate of Seller arising prior to the Closing Date, including, without limitation, payroll, vacation, sick leave, worker's compensation, unemployment benefits, pension benefits, severance benefits and severance plans, employee stock option or profit sharing plans, health care plans or benefits, or any other employee plans or benefits or other compensation of any kind to any employee, and obligations of any kind including, without limitation, any liability pursuant to the WARN Act for any action or inaction prior to the Closing; any obligation or liability arising under any Employee Benefit Plan, or any other employee benefit plan, program or arrangement at any time maintained, sponsored or contributed to by Seller or any predecessor or Affiliate of any Seller or any ERISA Affiliate, or with respect to which Seller or any predecessor or Affiliate of Seller or any ERISA Affiliate has any liability.

### **Article III** **Purchase Price and Deposit**

3.1 Purchase Price. In consideration of the sale, assignment, transfer, conveyance and delivery of the Purchased Assets to each Purchaser, as applicable, and in consideration for the agreements contained herein, Purchaser shall pay to Seller at the Closing, an aggregate amount (the "Purchase Price") equal to \$25,756,003.90 (subject to adjustment as set forth herein), consisting of:

- (a) \$13,696,002.42, which represents the Inventory Valuation; *plus*
- (b) \$1,400,000, which represents in the aggregate The Equipment Valuation; the Included Rolling Stock Value and the Proprietary Rights Valuation; *plus*
- (c) \$10,000,000, which represents the Customer Claim Advance *plus*
- (d) \$660,001.51, which represents additional consideration in the form of: obtaining waivers to be delivered to the Trustee of any rejection damages and post-petition claims associated with the leases for (i) the Smithton Warehouse (\$378,940.24), (ii) the property located at 510 Chestnut Commons, Elyria, OH 44035 (the "Elyria Store")

(\$30,560.67), and (iii) the property located at 10688 Perry Highway, Pittsburgh, PA 15090 (the "Pittsburgh Store") (\$250,500.60) (combined total of \$660,001.51) (collectively, the Smithton Warehouse, the Elyria Store and the Pittsburgh Store shall be referred to as the "Releasing Locations" and the landlord for each Releasing Location shall be referred to as a "Releasing Landlord").

Concurrently with the mutual execution and delivery of this Agreement, Purchaser shall deposit with the Trustee, by wire transfer made in accordance with such written wire transfer instructions as the Trustee may provide to Purchaser, a deposit in the amount of \$2,000,000.00 (the "Deposit"). The Trustee shall hold the Deposit in trust to be credited and applied toward payment of the Purchase Price at the Closing and otherwise for disposition in accordance with the terms and provisions of this Agreement in the event the Closing does not take occur.

3.2 Transfer Taxes. To the extent any Liability exists for any Transfer Taxes, including documentary stamp Taxes, imposed in connection with the purchase and sale of the Purchased Assets and the Assumed Liabilities or otherwise in connection with the consummation of the Transaction, the applicable Purchaser shall pay and be solely responsible for all such Transfer Taxes.

3.3 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets as determined by the Parties' mutual written agreement within sixty (60) days after the Closing (the "Allocation"). The Parties to this Agreement expressly agree that the Allocation shall be used by them for all purposes, including Tax, reimbursement and other purposes. Each Party to this Agreement agrees that it will (a) be bound by the Allocation for the purposes of determining any Taxes, (b) report the transaction completed pursuant to this Agreement in accordance with the Allocation, (c) timely complete and file the statement required by IRS Form 8594 consistent with such allocation, provide a copy of such form to the other party hereto and file a copy of such form with their federal income Tax Returns for the period that includes the Closing Date, and (d) that no such Party will take a position inconsistent with the Allocation on any applicable Tax Return in any Proceeding before any Governmental Authority except with the prior written consent of the other Parties hereto. In the event that the Allocation is disputed by any Governmental Authority, the Party receiving notice of the dispute will promptly notify the other Parties hereto. The Parties hereto will discuss the dispute prior to any resolution thereof. The Parties acknowledge that the Allocation as hereafter determined, will be on an arm's-length basis upon a good faith determination of the fair market value of the Purchased Assets.

#### **Article IV**

#### **Representations and Warranties of Seller**

Except as expressly set forth in the Disclosure Schedules attached to this Agreement pursuant to this Article IV and incorporated by reference herein, as of the Execution Date and as of the Closing Date, each Seller hereby represents and warrants to the Purchaser the following:

4.1 No Violations. Subject to Court Approval and the requirements of the Bankruptcy Case, to the actual knowledge of the Trustee, the execution and delivery of this Agreement and the performance by Seller of its obligations hereunder do not and will not give any third party the right to modify, terminate or accelerate any obligation under, (i) result in a violation of, or (ii)

require any authorization, consent, approval, exemption or other action by or notice to any Governmental Authority or other third party pursuant to, any Law, Contract, order, judgment or decree to which the Seller is subject or by which any of their respective assets are bound.

4.2 Broker's or Finder's Fee. Neither the Seller nor any Affiliate has employed, or is liable for the payment of any fee to, any finder, broker, consultant or similar Person in connection with the transactions contemplated under this Agreement for which Purchaser shall have any Liability.

4.3 Restriction on Certain Advertising Promotion. To the extent that there are Levin Furniture Stores in Ohio and Pennsylvania which are not among the Subject Stores, Seller shall use commercially reasonable efforts to prohibit any store liquidation from utilizing the name "Levin Furniture" or "Levin Mattress" in its advertisements or promotions, and shall also use commercially reasonable efforts to restrict the use of the term "Going Out of Business" associated therewith.

## **Article V**

### **Representations and Warranties of Purchaser**

As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereunder, each Purchaser hereby represents and warrants to Seller, as follows:

5.1 Organization, Qualification and Authority. Each Purchaser is a limited liability company duly organized, validly existing and in good standing under the Laws of the Commonwealth of Pennsylvania. Each Purchaser (i) has the full company power and authority to own, lease and operate its properties and assets as presently owned, leased and operated and to carry on its business as it is now being conducted, (ii) has the full right, power and authority to execute, deliver and carry out the terms of this Agreement and all documents and agreements necessary to give effect to the provisions of this Agreement and to consummate the transactions contemplated hereby, (iii) has duly authorized all necessary limited liability company action in connection with the execution, delivery and consummation of this Agreement and all other agreements and documents executed in connection herewith, (iv) is not required to take any other action on its part or on the part of any other person or entity to authorize the execution, delivery and consummation of this Agreement and all other agreements and documents executed in connection herewith, (v) shall be bound by this Agreement, and all other agreements and documents executed in connection herewith, upon due execution and delivery thereof, and such documents shall be enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by general principles of equity.

5.2 No Violations. Subject to Court Approval and the requirements of the Bankruptcy Case, the execution and delivery of this Agreement and the performance by each Purchaser of its respective obligations hereunder (i) do not and will not conflict with or violate any provision of its Organizational Documents, and (ii) do not and will not (A) conflict with or result in a breach of the terms, conditions or provisions of, (B) constitute a Default under, (C) result in the creation of any Encumbrance upon the membership interests of Purchaser pursuant to, (D) give any third party the right to modify, terminate or accelerate any obligation under, (E) result in a violation of, or (F)

require any authorization, consent, approval, exemption or other action by or notice to any Governmental Authority or other third party pursuant to any Law, statute, rule or regulation or any Contract, agreement, instrument, order, judgment or decree to which Purchaser is subject or by which any of its assets are bound.

5.3 Broker's or Finder's Fee. Purchaser has not employed and is not liable for the payment of any fee to any finder, broker, government official, consultant or similar person in connection with the transactions contemplated by this Agreement for which Seller shall have any Liability.

5.4 Litigation. There is no Proceeding pending or, to the knowledge of Purchaser, threatened, against such Purchaser relating to or affecting the transactions contemplated by this Agreement.

5.5 Financial Capability. Purchaser has sufficient cash on hand or access to sufficient committed cash to pay the entire Purchase Price as and when required by this Agreement and to otherwise consummate the Transaction.

## **Article VI** **Covenants of Parties**

### 6.1 Bankruptcy Matters.

(a) The Parties shall use commercially reasonable efforts to have the Bankruptcy Court enter the Sale Order by May 31, 2020.

(b) The Seller agrees to assume in the Bankruptcy Cases and assign to the applicable Purchaser any Contract that is designated by the Purchaser to the Seller on Schedule 6.1(b) attached to this Agreement, which schedule may be modified by Purchaser in its sole discretion to remove (but not add) contracts and leases at any time up to the Business Day immediately preceding the Bankruptcy Court hearing on the Sale Motion (collectively, the "Assumed Contracts"). Each real property leases pursuant to which either Seller is a tenant with respect to any Subject Store shall, pursuant to the Sale Order, be deemed rejected as of the fourteen (14) days after the date the Sale Order is entered (the "Rejection Date"), provided, however, Purchaser shall use its commercially reasonable best efforts to vacate all of the Subject Stores by May 31, 2020. The respective Purchaser shall assume all of the Assumed Contracts applicable to the Purchased Assets purchased by such Purchaser. Assumption and assignment of the Assumed Contracts shall include any ancillary or related agreements, or rights appurtenant thereto, pursuant to which the Seller has rights or licenses granted in connection with or under the Assumed Contracts, so long as such ancillary or related agreements do not create additional obligations of the Seller, the Trustee or the Purchaser beyond those set out in the Assumed Contracts (unless the Purchaser subsequently agrees to such obligations). The Purchaser shall be responsible for and shall pay all Cure Amounts in connection with the assumption and assignment of any Assumed Contract to the Purchaser. Pursuant to Section 365 of the Bankruptcy Code, and as requested by counterparties to the Assumed Contracts and required by the Bankruptcy Court, the Purchaser shall provide adequate assurance of future performance under and with respect to the Assumed Contracts. Upon the Closing Date, the Trustee and the Debtors and the Estates shall be released

from any further Liability under the Assumed Contracts as provided for under Section 365(k) of the Bankruptcy Code and the Sale Order and any and all claims related to the assumed leases.

(c) **Rejection of Leases; Waiver of Postpetition Claims.** The Sale Order shall provide that, effective automatically upon the Rejection Date, (i) each Releasing Landlord fully and unconditionally releases and waives any and all claims arising from the leases for the Releasing Locations against the Trustee, the Seller, the Debtors and its and their affiliates and their respective bankruptcy estates, and (ii) the lease for each Releasing Location shall be deemed rejected and terminated as of the Rejection Date.

6.2 **Pre-Closing Covenants.** The Parties agree as follows with respect to the period between the Execution Date and the Closing Date:

(a) Each of the Parties shall use its commercially reasonable efforts to take all actions and to do all things necessary, proper, or advisable in order to consummate and make effective the Transaction contemplated by this Agreement.

(b) From the Execution Date until the Closing Date, except as otherwise contemplated by this Agreement, authorized by an order of the Bankruptcy Court or to the extent the Purchaser shall otherwise consent in writing, and subject to the requirements of the Bankruptcy Case, the Seller shall make no transfers of any of the Purchased Assets other than in the Ordinary Course of Business.

(c) To the extent reasonably practicable, the Seller shall permit Representatives of the Purchaser to have reasonable access, at all reasonable times, upon reasonable written notice, and in a manner so as not to interfere with the normal business operations of the Seller, to all premises, properties, personnel, books, records, and Contracts of or pertaining to the Business and/or the Purchased Assets, and, to the extent in Seller's possession and control, shall furnish the Purchaser with all information of or pertaining to the Business and/or Purchased Assets as Purchaser may reasonably request.

(d) Upon obtaining actual knowledge of the same (which, in Seller's case, means the actual current knowledge of the Trustee), each Party shall give prompt written notice to the other Party of any event, occurrence, change, effect, development, circumstance, or condition hereafter arising or discovered, which would or would be reasonably expected to cause a material breach of any of the representations and warranties set forth in Article IV or Article V, as the case may be. No such notice shall be deemed to prevent or cure any misrepresentation, breach of warranty or breach of covenant, or have any effect for the purpose of determining the satisfaction of the conditions to Closing set forth in Article VII.

6.3 **Employee Matters.**

(a) The Purchaser will not assume or otherwise have any Liabilities for any contributions or benefits due with respect to any period prior to the Closing under any of the Seller's Employee Plans.

(b) Nothing in this Section 6.3, whether express or implied, confers upon any Employee or any other Person any rights or remedies, including any right to employment or recall,

or any right to claim any particular compensation, benefit or aggregation of benefits, of any kind or nature whatsoever.

6.4 Expenses. Except as provided in Section 9.2(b) below, each of the Parties shall pay all of its expenses relating to the Transaction contemplated by this Agreement, including the fees and expenses of its Representatives.

6.5 Tax Matters. The Seller shall be responsible for filing any and all Tax Returns and Tax documentation relating to the Business or the Seller's operations relating to periods prior to the Closing Date.

6.6 Tax Effects. None of the Parties (nor such Parties' counsel or accountants) has made or is making any representations to any other Party (nor such Party's counsel or accountants) concerning any of the Tax effects of the Transaction provided for in this Agreement as each Party represents that each has obtained, or may obtain, independent Tax advice with respect thereto and upon which it, if so obtained, has solely relied.

6.7 Misdirected Payments. The Parties covenant and agree to promptly remit to the other Party any payments received, which payments are on or in respect of accounts or notes receivable owned by (or are otherwise payable to) such other Party.

6.8 No Survival of Representations, Warranties and Covenants. The Seller and the Purchaser acknowledge and agree that all of the representations and warranties contained in Article IV and Article V shall expire as of the Closing and be of no further force or effect on and after the Closing.

6.9 As-Is Where-Is Sale; Seller's Disclaimers. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PURCHASER THAT, EXCEPT, SUBJECT TO THE PROVISIONS OF SECTION 6.8 ABOVE, FOR THE REPRESENTATIONS AND WARRANTIES OF THE SELLER SET FORTH IN ARTICLE IV OF THIS AGREEMENT, THE PURCHASED ASSETS ARE BEING SOLD BY THE SELLER AND PURCHASED BY THE PURCHASER IN THEIR THEN PRESENT LOCATION, QUANTITY AND CONDITION IN THE SUBJECT STORES AND THE SMITHTON WAREHOUSE. AT THE CLOSING, PURCHASER SHALL ACCEPT THE PURCHASED ASSETS "AS IS" AND "WHERE IS", "WITHOUT RECOURSE", AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT THE SELLER IS MAKING NO ADDITIONAL REPRESENTATIONS OR WARRANTIES TO THE PURCHASER OF ANY KIND, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, EACH SELLER HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE PROVISIONS OF THIS SECTION 6.9 SHALL SURVIVE THE EXPIRATION OR THE TERMINATION OF THIS AGREEMENT OR THE CLOSING (AS APPLICABLE).

6.10 Non-reliance. The Purchaser acknowledges that it is relying on its own investigation in entering into this Agreement and the transactions contemplated hereby. The Purchaser further acknowledges and agrees that in entering into this Agreement it has not relied and is not relying on any representations, warranties, or other statements whatsoever, whether

written or oral (from or by the Seller, their respective subsidiaries, affiliates, or any Person acting on their behalf) other than those expressly set out in this Agreement (or other related documents referenced herein) and that it will not have any right or remedy rising out of any representation, warranty, or other statement not expressly set out in this Agreement.

6.11 Further Assurances. The Parties hereto will from time to time (and, in each Seller's case, for so long as such Seller's Bankruptcy Case remains open) do and perform, at the sole cost or expense of the requesting Party, such additional acts and deliver such additional documents and instruments, in each case to the extent not inconsistent with the Parties respective rights and obligations pursuant to the other terms and provisions hereof, as may be required by applicable Law or as may be reasonably requested by any party to establish, maintain or protect such party's rights and remedies or to effect the intents and purposes of this Agreement or the other documents executed in connection with the transaction contemplated herein. Without limiting the foregoing, Seller agrees that for a period of sixty (60) days following the Closing, Seller shall permit Purchaser and its Representatives with reasonable access (during normal business hours and on at least one (1) Business Day's written notice) to Seller's systems on which any Purchased Assets consisting of Books and Records are maintained and/or stored for the purpose of enabling the Purchaser to (at no cost or expense to Seller) obtain and copy such Books and Records in a manner sufficient to enable Purchaser to transfer such Books and Records onto Purchaser's stand-alone data processing systems. Purchaser acknowledges that Seller shall have the right to monitor and supervise such activities and to condition Purchaser's access upon satisfaction of and compliance with reasonable confidentiality and security measures.

6.12 Disposition of Jofran Design Goods. Promptly following the Closing (and in no event later than ten (10) days thereafter), Purchaser shall, at Purchaser's sole cost and expense, destroy or dispose of all Jofran Design Goods located at the Subject Stores and/or the Smithton Warehouse (the "Applicable Jofran Goods"), all to the end that the Applicable Jofran Goods will be permanently and irrevocably removed from use as furniture and otherwise from the stream of commerce. Upon completion of such destruction and/or disposition of the Applicable Jofran Goods, Purchaser shall provide Seller with written confirmation thereof along with a reasonably detailed description of the manner in which the Applicable Jofran Goods were so disposed of and/or destroyed.

6.13 Advance by Purchaser for Reconciliation of Customer Claims. Included in the Purchase Price and all other amounts to be paid by Purchaser pursuant to this Agreement, at the Closing, Purchaser shall deposit with the Trustee by wire transfer an amount equal to \$10,000,000.00 (the "Customer Claim Advance") which shall be held in an interest bearing segregated account in a bank authorized by the Office of the United States Trustee for Region 3, in the name of the Trustee on behalf of the Debtor (the "Customer Claim Advance Fund"). The Customer Claim Advance Fund shall not be subject to the liens, claims, or encumbrances of any creditor of the Debtors, except as may be specifically provided in this Section 6, and shall be administered in accordance with the following procedures:

a. Following the Closing, a representative of the Purchaser and a representative of the Trustee shall jointly notify all customers (including those who have already filed a claim in the Debtors' bankruptcy cases) and who have made deposits for merchandise purchased from the Subject Stores, and who did not receive such merchandise

(the “Levin Deposit Customers”) that they may submit a claim to the Trustee (the “Resolution Request”) within thirty (30) days of the issuance of such notification. The wording of the notification shall be subject to the reasonable joint approval of the Parties and shall provide the requirements to submit a Resolution Request;

b. The Resolution Request shall provide the following information: (1) the date, the amount of the deposit made by such Levin Deposit Customer and a receipt of such deposit (or other proof sufficient that the deposit was made); (2) whether such deposit was made by credit card (and if so, the identity of the credit card company), finance company (and its identity), debit card (and if so, the identity of the debit card company), cash, or check; (3) whether such Levin Deposit Customer has requested reimbursement from its credit card company, debit card company, or its finance company, as the case may be; and (4) written confirmation that such reimbursement request has been approved or denied; and (5) the Levin Deposit Customer’s name, phone number, mailing address, email address (if applicable), and other contact information so that the Trustee and the Purchaser can contact the customer. The notice shall also indicate the following, to the extent the Levin Deposit Customer did not receive a refund from his or her credit card, debit card, or finance company, that a representative of the Purchaser (and Trustee if desired by the Trustee) will contact them (the “Remedies Discussion”) to review that the customer, at the customer’s option, may choose: (a) request that Purchaser fulfill their order by obtaining the previously ordered furniture and delivering the same to the Levin Deposit Customer giving credit of the full amount of such deposit to such order so long as the merchandise is available; or (b) request Purchaser provide the Levin Deposit Customer with store credit or gift card in an amount not less than the full amount of his or her deposit; or (c) a cash refund, which may not be in the full amount of their deposit, may not be issued to them until the earlier of end of the administration of the Bankruptcy Cases or one-hundred and eighty (180) days from the date that they file their Resolution Request. The Trustee shall be charged with administering the Customer Claim Advance and paying the same to the customer at the appropriate time during the pendency of the Bankruptcy Cases. A Levin Deposit Customer whose information satisfies the criteria as set forth in subparagraphs (b)(1)-(5) hereof shall be known as a “Program Eligible Customer”.

c. The Program Eligible Customer must send its written election (the “Election”) to the address or email address established by the Trustee within thirty (30) days of the Remedies Discussion, or they shall no longer be deemed to be a Program Eligible Customer, absent an agreement by Purchaser and the Trustee, in their reasonable discretion, to extend the date for returning the Election. The Election shall indicate that the customer withdraws any claim it filed in the Bankruptcy Cases or has against the Estates seeking reimbursement for any deposit.

d. Upon receipt of the Election back from a Program Eligible Customer, the Seller shall notify the Purchaser of the election from such Program Eligible Customer and shall provide a representative of the Purchaser with the relevant information from the Program Eligible Customer.

e. If the Program Eligible Customer chooses a cash refund, then the Seller shall issue a refund (which may not be a refund in full) to the Program Eligible Customer

upon the earlier of (1) one hundred and eighty (180) days from the date of the Closing or (2) the conclusion of the Bankruptcy Cases from the Customer Claim Advance Fund. Such refund shall be accompanied by a letter, in a form and substance reasonably acceptable to both the Trustee and the Purchaser.

f. The Seller may utilize amounts from the Customer Claim Advance to pay and/or reimburse itself for any Trustee's fees and the reasonable out of pocket costs and expenses incurred by Seller in the review, evaluation, investigation, negotiation, handling, payment and resolution of each Levin Customer Deposit, including, without limitation, the fees and expenses of the Trustee and his professionals) (collectively, "Covered Expenses"). Provided however, that such Covered Expenses shall be submitted to the Bankruptcy Court on regular notice. No such fees and expenses shall be paid until approved by the Bankruptcy Court after the opportunity for notice and hearing. For the avoidance of doubt, all Covered Expenses shall be payable solely from the Estate Recovery which shall reduce the Estate Recovery on a dollar for dollar basis and thereafter to the extent the Estate Recovery is insufficient from the Customer Claim Advance and not from any other assets of the Estates.

g. Seller shall use commercially reasonable efforts to promptly resolve all Levin Deposit Customer Claims. Upon the earlier of the (1) resolution of the last claim, or (2) one-hundred and eighty (180) days from the issuance of the notification described in subparagraph (a) above, subject to extension granted by the Bankruptcy Court or by agreement of Purchaser and Seller. All funds remaining in the Customer Claim Advance, (the "Excess Funds") which have not been paid in cash to Program Eligible Customers less an amount up to the sum of \$1,000,000 (the "Estate Recovery") to the extent it exists above satisfying the cash payments to the Program Eligible Customers and the Covered Expenses, shall be returned to the Purchaser. The Excess Funds are specifically earmarked for return to the Purchaser and the Purchaser is hereby granted a first lien and senior security interest in the Excess Funds. The Covered Expenses shall first be paid from the Estate Recovery, and to the extent the Estate Recovery is insufficient to pay the Covered Expenses, they shall be paid from Customer Claim Advance Fund prior to being paid to any customer. The Customer Claim Advance Fund shall be property of the Estates and distributed by the Trustee in the following order of priority: first, to both Program Eligible Customers who elect to receive cash and the Covered Expenses, and second, to the Estate Recovery, and third, to the Purchaser, which shall be a creditor of the Estates with rights of payment solely from the Excess Funds less the Covered Expenses. The Purchaser shall have no obligation to fund the Estate Recovery beyond the amounts provided for herein.

h. The Trustee shall hold the Estate Recovery and the Purchaser shall be deemed to have assumed unsecured claims limited up to an amount equal to the Estate Recovery, which shall be distributed by the Trustee in accordance with the priorities set forth in the Bankruptcy Code. Notwithstanding anything to the contrary, neither Party shall have any obligation, liability, or responsibility under this Section 6.13 once the Trustee returns the Excess Funds to Purchaser.

i. Purchaser shall be entitled to advertise (pursuant to advertisements approved by Trustee in his reasonable discretion) that Trustee and Purchaser are working

to honor all such Levin Customer Deposit claims resulting from transactions with the Debtors in the Subject Stores.

j. The Trustee shall provide Purchaser with a periodic accounting in reasonable detail, which shall reconcile and account for the Customer Claim Advance, the amount of Program Eligible Customers, and distributions made in accordance with this Section 6.

6.14 Rolling Stock Usage. The Purchaser shall be authorized to use the Included Rolling Stock post-Closing, and until the date title (the "Title Transfer Date") is transferred from Seller to the Purchaser for each Included Rolling Stock, Purchaser shall: (i) assume all liabilities related to the use, operation and maintenance of the Included Rolling Stock; (ii) obtain customary insurance coverage (the "Insurance Coverage") related to the use, operation and maintenance of the Included Rolling Stock for a business of the size and type of Purchaser, which insurance shall name the Trustee, the Seller and the Estates as a loss payee. Purchaser shall fully indemnify, defend and hold harmless the Trustee, the Seller and the Estates from any and all liabilities arising from, or related to, the use, operation or maintenance of the Included Rolling Stock. The Insurance Coverage shall be obtained from an insurance company and in an amount and type that is reasonably acceptable to the Trustee. For the avoidance of doubt, the Trustee makes no representations or warranties with respect to the condition of the Included Rolling Stock or the ability to utilize the Included Rolling Stock.

## **Article VII**

### **Closing Conditions**

7.1 Conditions to the Obligations of the Purchaser. The obligations of the Purchaser to effect the Transaction are subject to the satisfaction at or prior to the Closing of the following conditions, unless waived in writing by the Purchaser:

(a) except for those representations and warranties which are made as of a particular date, the representations and warranties of the Seller set forth in Article IV of this Agreement shall be true and correct in all material respects as of the Execution Date and as of the Closing Date as if made at and as of the Closing Date (except with respect to those representations and warranties which are qualified as to materiality, which shall be true and correct in all respects as of the Closing Date). The representations and warranties of the Seller set forth in Article V of this Agreement which are made as of a particular date shall be true and correct in all material respects as of such specific date;

(b) the Seller shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing;

(c) the Seller shall have executed, as applicable, and delivered to the Purchaser all of the documents and other items required to be delivered by the Seller at the Closing pursuant to Section 7.1(g) of this Agreement;

(d) no Proceeding shall be pending or threatened before any Governmental Authority that seeks to or does, and no Law shall be in effect that will, prevent consummation of the Transaction;

(e) the Court Approval shall have been obtained and be unstayed and in full force and effect;

(f) the assignment of the Assumed Contracts to the Purchaser shall have been authorized by the Court; and

(g) At Closing, Seller shall have delivered the following to Purchaser:

(i) a bill of sale executed by each Seller with respect to all of the Purchased Assets, substantially in the form attached to this Agreement as Exhibit B (the "Bill of Sale");

(ii) an assignment and assumption agreement executed by each Seller with respect to all of the Assumed Contracts, substantially in the form attached to this Agreement as Exhibit C (the "Assignment Agreement");

(iii) an assumption agreement executed by each Seller providing for the assumption of the Assumed Liabilities by each Purchaser, substantially in the form attached to this Agreement as Exhibit D (the "Assumption Agreement");

(iv) an assignment agreement executed by each Seller with respect to all of the Seller's interest in and to the Proprietary Rights, substantially in the form attached to this Agreement as Exhibit E (the "Intellectual Property Assignment");

(v) certificates of title for all Included Rolling Stock and any other titled Purchased Assets; and

(vi) a copy of the Sale Order as entered in the Bankruptcy Cases.

7.2 Conditions to the Obligations of the Seller. The obligations of the Seller to effect the Transaction are subject to the satisfaction at or prior to the Closing of the following conditions, unless waived in writing by the Seller, with the consent of the ABL Lender:

(a) except for those representations and warranties which are made as of a particular date, the representations and warranties of the Purchaser set forth in Article VI of this Agreement shall be true and correct in all material respects as of the Execution Date and as of the Closing Date as if made at and as of the Closing Date (except with respect to those representations and warranties which are qualified as to materiality, which shall be true and correct in all respects as of the Closing Date). The representations and warranties of the Purchaser set forth in Article VI of this Agreement which are made as of a particular date shall be true and correct in all material respects as of such specific date;

(b) the Purchaser shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing;

(c) the Purchaser shall have provided to the Trustee proof of insurance in accordance with Section 6.14;

(d) the Purchaser shall have executed, as applicable, and delivered to the Seller all of the documents and other items required to be delivered by the Purchaser at the Closing pursuant to Section 7.2(f) of this Agreement;

(e) no action shall be pending or threatened before any Government Entity that seeks to or does, and no Law shall be in effect that will, prevent consummation of the Transaction;

(f) the Court Approval shall have been obtained and be unstayed and in full force and effect; and

(g) at Closing, Purchaser shall have delivered the following to Seller:

(i) written confirmation that the Deposit shall be deemed delivered to Seller to be credited and applied toward payment of the Purchase Price;

(ii) the portion of the Purchase Price over and above the Deposit, which shall be delivered by wire transfer in accordance with such written wiring instructions as Trustee may provide to Purchaser (the "Seller Wiring Instructions") at least two (2) Business days prior to the Closing;

(iii) a certificate executed by a duly authorized officer of each Purchaser as to the satisfaction by each Purchaser of the conditions in this Section 7.2;

(iv) the Assignment Agreement executed by each Purchaser;

(v) the Assumption Agreement executed by each Purchaser; and

(vi) the Intellectual Property Assignment executed by each Purchaser.

7.3 Additional Documents. At the Closing, each Party shall execute and deliver such other instruments of transfer and/or assignment, certificates, bills of sale, evidence of filing and/or recording, and other documents as are required pursuant to the terms of this Agreement or applicable Law or are reasonably necessary or requested by the other Party to effectuate the Transaction.

## Article VIII

### Termination

8.1 Events of Termination. Any Party shall have the right to terminate this Agreement upon written notice to the other given at any time prior to the Closing if the Closing Date shall not have occurred (or the conditions precedent to Closing set forth in Article VII of this Agreement have not been satisfied or waived) on or before June 15, 2020 (the "Outside Closing Date");

provided, however, no Party who is then in breach of its obligations hereunder shall have the right to terminate this Agreement pursuant to this sentence or any other provision of this Section 8.1. This Agreement may otherwise be terminated and the Transaction contemplated hereby may be abandoned at any time prior to the Closing:

- (a) by mutual written consent of the Parties;
- (b) by the Seller, if there has been a material breach of any covenant or condition or any representation or warranty of a Purchaser and the Seller has notified the Purchaser of such breach in writing, and the breach has not been cured (if capable of being cured) within ten (10) days after delivery of such notice (and if not capable of being cured, immediately) but, in any event by no later than the Outside Date;
- (c) by the Purchaser, if there has been a material breach of any covenant or condition or any representation or warranty of the Seller and the Purchaser has notified the Seller of such breach in writing, and the breach has not been cured (if capable of being cured) within ten (10) days after delivery of such notice (and if not capable of being cured, immediately) but, in any event, by no later than the Outside Date;
- (d) by any Party, if there shall be any Law of any Governmental Authority that makes consummation of the Transaction illegal or otherwise prohibited or if any judgment, injunction, order or decree of any Government Entity prohibiting the Transaction is entered and such judgment, injunction, order or decree shall have become final and non-appealable; and
- (e) by any Party upon entry by the Bankruptcy Court of an order authorizing Seller to proceed with an alternative transaction.

8.2 Effect of Termination. In the event that this Agreement shall be terminated in accordance with Section 8.1 hereof, all further obligations of the Parties under this Agreement shall terminate without further Liability of any Party to any other Party hereunder except for those provisions that expressly survive the termination of this Agreement; provided, however, that no Party shall be released from Liability hereunder, subject to the express provisions of this Agreement, if this Agreement is terminated and the Transaction abandoned by reason of (i) the failure of such Party to have performed its obligations hereunder, or (ii) any knowing misrepresentation made by such Party of any matter set forth herein. Upon any termination of this Agreement other than a termination pursuant to Section 8.1(b), Purchaser shall be entitled to the return of the Deposit.

8.3 Liquidated Damages. In the event that this Agreement is terminated pursuant to Section 8.1(b) hereof, Seller shall be entitled to receive from the Trustee and retain the Deposit as liquidated damages and Seller's sole remedy against Purchaser in connection with such termination. Purchaser and Seller acknowledge and agree that it would be impracticable or extremely difficult to determine the actual monetary damages Seller would incur by reason of a termination of this Agreement pursuant to Section 8.1(b) hereof. Accordingly, the Parties (each sophisticated in its own right and/or represented by counsel who advised them of the implications of this Section 8.3) have agreed that an amount equal to the Deposit represents a fair and reasonable estimate under the circumstances of the likely damages Seller would incur by reason of a

termination resulting from Purchaser's breach hereunder. Seller shall be entitled to retain the Deposit as liquidated damages, not as a fine or penalty paid by Purchaser.

8.4 Specific Performance. Each of the Parties acknowledges and agrees that the other Party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their terms in any material respect or otherwise are breached in any material respect; it is and will continue to be difficult to ascertain the nature, scope and extent of such harm; and a remedy at law for such failure or breach will be inadequate. Accordingly, each of the Parties agrees that the other Party is entitled to seek specific enforcement and/or an injunction (including a temporary restraining order, preliminary injunction and/or or permanent injunctive relief) to prevent material breaches of the provisions of this Agreement and to enforce specifically this Agreement in any action instituted in any court of the United States or any state having jurisdiction over the Parties and the matter in addition to any other remedy to which it may be entitled, at law or in equity.

8.5 Sale Order. Notwithstanding anything to the contrary contained hereunder, no Seller shall have any obligation to sell, and no Purchaser shall have any obligation to purchase, the Purchased Assets and consummate the Transactions, unless and until entry of the Sale Order.

8.6 Transaction Subject to Higher or Better Offers. Notwithstanding anything to the contrary in this Agreement, Purchaser acknowledges that this Agreement and the Transaction are subject to higher or better offers for Alternative Transactions submitted to Seller or the Bankruptcy Court. If Seller receives a proposal, offer or inquiry for any Alternative Transaction, Seller shall in no way be prevented from pursuing and consummating any such Alternative Transaction. Notwithstanding the foregoing nothing herein is intended to, nor shall it extend the Outside Closing Date.

## **Article IX**

### **Miscellaneous**

9.1 Recitals. The Parties agree that the Recitals set forth above are incorporated in and made a part of this Agreement as if fully set forth herein. To the extent of any inconsistency between such Recitals and the other provisions of this Agreement, the terms and provisions of such other provisions of this Agreement shall govern and control.

9.2 Legal Fees and Costs. Each Party shall bear and be responsible for any and all fees, costs and expenses incurred by such Party (including all fees and expenses of its Representatives) in connection with the negotiation and consummation of the transactions contemplated by this Agreement, including any and all agreements entered into before and contemporaneous with this Agreement.

9.3 Entire Agreement. This Agreement (including all annexes, Schedules and exhibits hereto) and the Transaction Documents constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all other prior agreements (including the letter agreement among the parties executed March 4, 2020) and understandings, both written and oral,

that may have been made or entered into by or among any of the Parties or any of their respective Affiliates relating to the transactions contemplated hereby.

9.4 Notices. Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement shall be deemed to have been duly given or made for all purposes if made in writing and (a) hand delivered, (b) sent by a nationally recognized overnight courier, (c) sent by PDF, Scan, or telephone facsimile transmission (with prompt oral confirmation of receipt), or (d) sent by electronic mail, as follows:

If to Purchaser:

Levin Furniture, LLC  
Levin Trucking, LLC  
c/o Goldberg, Kamin & Garvin  
437 Grant St.  
1806 Frick Building  
Pittsburgh, PA 15219  
Attention: Jonathan M. Kamin, Esq.  
[jonathank@gkgattorneys.com](mailto:jonathank@gkgattorneys.com)

with a copy to:

Clark Hill, PLC  
301 Grant Street, 14<sup>th</sup> Floor  
Pittsburgh, PA 15219  
Attention: Jarrod J. Duffy, Esq.  
[jduffy@clarkhill.com](mailto:jduffy@clarkhill.com)

with a copy to:

Platzer, Swergold, Levine, Goldberg, Katz & Jaslow, LLP  
475 Park Avenue, South  
New York, NY 10016  
Attention: Cliff A. Katz, Esq.  
[ckatz@platzerlaw.com](mailto:ckatz@platzerlaw.com)

If to Seller:

Alfred T. Giuliano, Trustee  
Giuliano Miller & Co., LLC  
2301 E. Evesham Road  
Pavillion 800, Suite 210  
Voorhees, NJ 08043  
[atgiuliano@giulianomiller.com](mailto:atgiuliano@giulianomiller.com)

with copy to:

Pachulski Stang Ziehl & Jones LLP  
919 North Market Street, 17<sup>th</sup> Floor  
Wilmington, DE 19801  
Attention: Bradford J. Sandler, Esq.  
[bsandler@pszjlaw.com](mailto:bsandler@pszjlaw.com)

If to the ABL Lender:

Wells Fargo Capital Finance  
Retail Division  
Attention: Danielle Baldinelli  
[danielle.m.baldinelli@wellsfargo.com](mailto:danielle.m.baldinelli@wellsfargo.com)

with a copy to:

Morgan, Lewis & Bockius LLP  
101 Park Avenue  
New York, NY 10178  
Attention: Jennifer Feldsher, Esq.  
[jennifer.feldsher@morganlewis.com](mailto:jennifer.feldsher@morganlewis.com)

or at such other address as any party may specify by notice given to the other party in accordance with this Section. The date of giving of any such notice shall be the date of hand delivery, the date sent by electronic mail (provided the sender does not receive an undeliverable notice), and the day after delivery to the overnight courier service.

9.5 Waivers and Amendments. This Agreement may be amended, superseded, canceled, renewed or extended and the terms hereof may be waived only by a written instrument signed by the Parties or, in the case of a waiver, by the Party waiving compliance.

9.6 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile, with the intention that delivery by such means shall have the same effect as delivery of an original counterpart.

9.7 Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. Should any clause, section or part of this Agreement be held or declared to be void or illegal for any reason, all other clauses, sections or parts of this Agreement shall nevertheless continue in full force and effect.

9.8 WAIVER OF JURY TRIAL. EACH PARTY HEREBY UNCONDITIONALLY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE TRANSACTION DOCUMENTS RELATED HERETO, ANY DEALINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR ANY RELATED TRANSACTION.

9.9 SUBMISSION TO JURISDICTION. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND ANY APPELLATE COURT ARISING THEREFROM, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE TRANSACTION OR ANY OF THE TRANSACTION DOCUMENTS ENTERED INTO IN CONNECTION HERewith OR FOR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH COURTS. EACH OF THE PARTIES AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND BINDING ON SUCH PARTY.

9.10 Assignment. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns. Neither this Agreement nor any rights or obligations hereunder shall be assignable by any party; provided, however, that Purchaser may, upon prior written notice to Seller and the ABL Lender, assign any of its rights and/or obligations (a) as security to any lender providing financing to Purchaser, and/or its Affiliates, (b) to an Affiliate of Purchaser, and (c) in connection with a sale of all or substantially all of the business of Purchaser and/or its Affiliates. For the avoidance of doubt, the Parties hereby acknowledge and agree that no assignment of any rights, obligations and/or interests hereunder shall be deemed to in any way relieve or otherwise reduce the assigning Party's obligations under this Agreement.

9.11 No Third-Party Beneficiaries. Except as otherwise specifically set forth in this Agreement nothing in this Agreement is intended to or shall create for or grant to any third party (including without limitation to any former, current or future employees or officers of any Party, any Affiliate or any labor union), any rights whatsoever, as a third party beneficiary or otherwise.

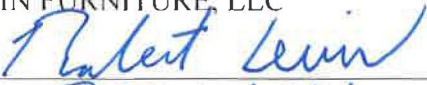
9.12 No Recourse to Trustee. The Purchaser expressly acknowledges and agrees that the Trustee is executing this Agreement and entering into the transaction contemplated herein solely in his capacity as Chapter 7 Trustee for the Estates and that in the event of any default in the performance of the obligations of either Seller or their respective Estates' under this Agreement or in the event that any other claim is asserted against any Seller or their respective Estates in connection with this Agreement or the transactions contemplated herein, the Trustee shall in no event have any personal liability whatsoever (whether in his individual capacity or otherwise), it being expressly understood and agreed that Purchaser's sole recourse, if any, in such event shall be to the assets of the Estates.

9.13 Preservation of Records. Seller and Purchaser agree that each of them shall preserve and keep the records held by them or their Affiliates relating to the Business, the Purchased Assets and the Assumed Liabilities until the closing of the Bankruptcy Cases and the liquidation and winding up of the Sellers' estates (but in no event later than four (4) years after the Closing Date except, in the case of Tax matters, until thirty (30) days following the expiration of the period of any applicable statute of limitations) and shall make such records available to the other party as may be reasonably required by such other party in connection with, among other things, any insurance claims by, actions or tax audits against or governmental investigations of Seller or Purchaser or any of their respective Affiliates or in order to enable the Seller or Purchaser to comply with their respective obligations under this Agreement or any other agreement, document or instrument contemplated hereby. In the event Seller or Purchaser wish to destroy such records at the end of such preservation period, such party shall first give sixty (60) days' prior written notice to the other party and such other party shall have the right at its option and expense, upon prior written notice given to such party within such sixty (60) day period, to take possession of the records within thirty (30) days after the date of such notice. Notwithstanding anything to the contrary in this Section 9.13, each Seller shall be relieved of any continuing obligations under this Section 9.13 concurrently with the closing of their Bankruptcy Cases so long as each Seller shall theretofore have given Purchaser thirty (30) days' prior written notice thereof (a "Case Closing Notice"); provided, Purchaser shall have had the right, at its option and sole expense, upon prior written notice given to Sellers within such thirty (30) day period, to take possession of Seller's records consisting of Purchased Assets within thirty (30) days after the date of such Case Closing Notice.

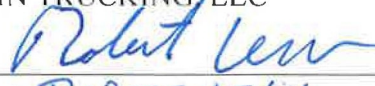
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**PURCHASER:**

LEVIN FURNITURE, LLC

By:   
Name: ROBERT LEVIN  
Title: AUTHORIZED SIGNATORY

LEVIN TRUCKING, LLC

By:   
Name: ROBERT LEVIN  
Title: AUTHORIZED SIGNATORY

**SELLER:**

SAM LEVIN, INC.

By: \_\_\_\_\_  
Name: Alfred T. Giuliano, solely in his capacity  
as Chapter 7 Trustee of Sam Levin, Inc.

LF TRUCKING, INC.

By: \_\_\_\_\_  
Name: Alfred T. Giuliano, solely in his capacity  
as Chapter 7 Trustee of LF Trucking, Inc.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**PURCHASER:**

LEVIN FURNITURE, LLC


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LEVIN TRUCKING, LLC


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

SAM LEVIN, INC.

By:  \_\_\_\_\_  
Name: Alfred T. Giuliano, solely in his capacity  
as Chapter 7 Trustee of Sam Levin, Inc.

LF TRUCKING, INC.

By:  \_\_\_\_\_  
Name: Alfred T. Giuliano, solely in his capacity  
as Chapter 7 Trustee of LF Trucking, Inc.

## Schedule 1.1(a)

## Subject Stores

Schedule 1.1(a): List of Subject Stores:					Marketing Area
Store Name	Street Address	City	State		
<b>Cleveland</b>					
<b>Flagship / Standard</b>					
32	Oakwood Village, OH (32)	23100 Broadway Ave	Oakwood Village	OH	Cleveland
27	Avon, OH (27)	1801 Nagel Rd	Avon	OH	Cleveland
31	Mentor, OH (31)	7799 Mentor Ave	Mentor	OH	Cleveland
29	Akron, OH (29)	3742 Brookwall Dr Suite 20	Akron	OH	Cleveland
28	North Canton, OH (28)	6229 Promler Ave	North Canton	OH	Cleveland
30	Middleburg Heights, OH (30)	16960 Sprague Rd	Middleburg Heights	OH	Cleveland
33	North Olmsted, OH (33)	23250 Lorain Rd	North Olmsted	OH	Cleveland
<b>Sleep</b>					
39	Elyria, OH (39)	510 Chestnut Commons	Elyria	OH	Cleveland
41	Canton, OH (41)	5119 W Tuscarawas St	Canton	OH	Cleveland
38	Sandusky, OH (38)	4917 Milan Road Plaza	Sandusky	OH	Cleveland
34	Strongsville, OH (34)	16105 Pearl Rd	Strongsville	OH	Cleveland
35	Mayfield Heights, OH (35)	6061 Mayfield Rd	Mayfield Heights	OH	Cleveland
37	Medina, OH (37)	3823 Pearl Rd	Medina	OH	Cleveland
36	Stow, OH (36)	1061 Graham Rd	Stow	OH	Cleveland
40	Solon, OH (40)	6130 Kruse Dr	Solon	OH	Cleveland
<b>Pittsburgh</b>					
<b>Flagship / Standard</b>					
141	Pleasant Hills, PA (141)	292 Curry Hollow Rd	Pleasant Hills	PA	Pittsburgh
137	Monroeville, PA (137)	124 Levin Way	Monroeville	PA	Pittsburgh
139	Greensburg, PA (139)	5280 Route 30	Greensburg	PA	Pittsburgh
136	Wexford, PA (136)	10688 Perry Hwy	Wexford	PA	Pittsburgh
<b>Sleep</b>					
147	Washington, PA (147)	56 Trinity Point Rd	Washington	PA	Pittsburgh
146	Pittsburgh, PA (146)	5438 Baum Blvd	Pittsburgh	PA	Pittsburgh
149	Pittsburgh, PA (149)	6528 Steubenville Pike	Pittsburgh	PA	Pittsburgh
145	Butler, PA (145)	620 Butler Crossing, Suite 5	Butler	PA	Pittsburgh

143	Cranberry Township, PA (143)	20012 Route 19 Bldg #3	Cranberry Township	PA	Pittsburgh
150	Indiana, PA (150)	1540 Oakland Ave	Indiana	PA	Pittsburgh
151	Monroeville, PA (151)	3820 William Penn Hwy	Monroeville	PA	Pittsburgh
148	Pittsburgh, PA (148)	956 Freeport Rd	Pittsburgh	PA	Pittsburgh
144	Mount Lebanon, PA (144)	1600 Washington Rd Suite 1	Mount Lebanon	PA	Pittsburgh

### Wheeling

#### Flagship / Standard

168	Saint Clairsville, OH (168)	67661 Mall Ring Rd	Saint Clairsville	OH	Wheeling
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### Youngstown

#### Flagship / Standard

169	Boardman, OH (169)	300 Boardman-Poland Rd (Rt 224)	Boardman	OH	Youngstown
171	Niles, OH (171)	836 Youngstown-Warren Rd (Rt 422)	Niles	OH	Youngstown
170	Hermitage, PA (170)	1340 N. Hermitage Rd (Rt 18)	Hermitage	PA	Youngstown

Schedule 1.1(b)

Excluded Stores

1. 1030 Baltimore Blvd, Suite 110, Westminster, MD 21157
2. 6415 Baltimore National Pike Catonsville, MD 21228
3. 1530 E Joppa Rd. Towson, MD 21286
4. 2400 E. Churchville Rd. (Campus Hills Shopping Center) Bel Air, MD 21015
5. 8038 Ritchie Hwy Pasadena, MD 21122
6. 900 Premium Outlets Boulevard (In the Premium Outlets) Hagerstown, MD 21740-9540
7. 1215 West Patrick St. Frederick, MD 21702-3905
8. 131 Fort Evans Rd. NE Leesburg, VA 20176
9. 3664 Washington Road, Pittsburgh, PA 15317
10. 400 Chauvet Drive, Pittsburgh, PA 15108
11. 600 W. Main Street, Mt. Pleasant, PA 15666

Schedule 2.1(a)

Equipment

All furniture, fixtures, and equipment located in the Subject Stores, and the Smithton Warehouse, which is owned by the Seller.

Schedule 2.1(b)

Rolling Stock

Rolling Stock: Schedule 2.1(b)

DATE OF PURCHASE	Plate	State Issued	Vehicle Count	Box Count	YEAR	MAKE	BODY	VIN NUMBER
<b>CARS</b>								
12/16/2014	JFR4878	PA			2014	Toyota	Camry (Hybrid)	4T1BD1FK4EU118494
12/16/2014	EJK3422	PA			2014	Toyota	Camry (Hybrid)	4T1BD1FK5EU115801
1/23/2008	FKK9153	OH			2008	Toyota	Prius	JTDKB20U183356064
11/21/2011	FLG5982	OH			2011	Toyota	Camry (Hybrid)	4T1BB3EK0BU143522
1/30/2015	KSW1277	PA			2015	Toyota	Prius	JTDKN3DU1F0416494
3/31/2015	GWV3320	PA			2015	Toyota	Camry (Hybrid)	4T1BD1FK0FU159139
3/31/2015	EHW3055	OH			2015	Toyota	Prius	JTDKN3DU7F1880609
6/18/2015	JTR9954	PA			2015	Toyota	Camry (Hybrid)	4T1BD1FK8FU145165
No Vehicle	No Vehicle	No Vehicle			No Vehicle	No Vehicle	No Vehicle	No Vehicle
<b>VANS</b>								
2/24/2006	PFG5098	OH			2006	Chevrolet	Express Cargo Van	1GCFG15XX61156521
9/30/2011	ZBC8963				2011	Ford	E150 VAN	1FTNE1EW2BDB33302
10/17/2011	PHL4367	OH			2011	Ford	E150 VAN	1FTNE1EW8BDA44947
10/17/2011	PHL4366	OH			2011	Ford	E150 VAN	1FTNE1EW1BDA37838
10/18/2011	ZBC8964				2011	Ford	E150 VAN	1FTNE1EW4BDB33303
10/15/2012	FIU8229	OH			2012	Ford	E150 VAN	1FTNE1EW5CDA37469
12/4/2012	PHX2327				2012	Ford	E150 VAN	1FTNE1EW2CDB20115
12/14/2012	ZCG2999				2012	Ford	E150 VAN	1FTNE1EW2CDA93773
3/12/2015	ZGR3385	PA			2015	Ford	Transit Van	1FTNE2CM6FKA25659
5/18/2018	ZLL4238	PA			2017	Ford	Transit Van	1FTYE2CM6HKB53254
7/18/2018	PKF7727	OH			2012	Chevrolet	E25 Van	1GCWGFCA0C1116004
8/10/2018	PKF7765	OH			2011	Chevrolet	E25 Van	1GCWGFCA4B1120314
8/27/2018	PKG7971	OH			2011	Chevrolet	E25 Van	1GCWGFBA8B1184342

**SWITCHERS**

6/7/2007	2001	Ottawa	Switcher	302578
3/13/2016	2011	Ottawa	Switcher	328336

**BOXES**

1-Jan-01	1	1999	26' Demountable Van Body (Box)	MPA98VB38232003
1-Jan-01	2	1999	26' Demountable Van Body (Box)	MPA98VB38232002
1-Jan-01	3	1999	26' Demountable Van Body (Box)	MPA99VB38232010
1-Jan-01	4	1999	26' Demountable Van Body (Box)	MPA99VB382320011
20-Nov-00	5		26' Demountable Van Body (Box)	No Plate - Use for Storage
1-Jan-01	6	1999	26' Demountable Van Body (Box)	No Plate - Use for Storage
20-Nov-00	7		26' Demountable Van Body (Box)	PA00VB51969003
20-Nov-00	8		26' Demountable Van Body (Box)	MPA00VB51969008
20-Nov-00	9		26' Demountable Van Body (Box)	PA00VB51969001
20-Nov-00	10		26' Demountable Van Body (Box)	PA00VB51969007
1-Jan-01	11	1999	26' Demountable Van Body (Box)	No Plate
31-Jul-02	12		26' Demountable Van Body (Box)	No Plate
31-Jul-02	13		26' Demountable Van Body (Box)	No Plate
31-Oct-04	14		26' Demountable Van Body (Box)	MPA03VB70518002
31-Oct-04	15		26' Demountable Van Body (Box)	MPA03VB70518003
31-Oct-04	16		26' Demountable Van Body (Box)	MPA03VB70518004
31-Jul-02	17		26' Demountable Van Body (Box)	No Plate
31-Jul-02	18		26' Demountable Van Body (Box)	No Plate
22-Jan-04	19		26' Demountable Van Body (Box)	No Plate
31-Oct-04	20		26' Demountable Van Body (Box)	MPA03VB70518008
29-Aug-05	22		26' Demountable Van Body (Box)	MPA03VB70518007
29-Aug-05	23		26' Demountable Van Body (Box)	MPA03VB70518012
29-Aug-05	24		26' Demountable Van Body (Box)	MPA04VB77168005
29-Aug-05	25		26' Demountable Van Body (Box)	MPA04VB77468006
29-Aug-05	26		26' Demountable Van Body (Box)	MPA05PA80196002
29-Aug-05	27		26' Demountable Van Body (Box)	MPA05VB80196001
29-Aug-05	28		26' Demountable Van Body (Box)	MPE05VB03553005

29-Aug-05	29		26' Demountable Van Body (Box)	MPE05VB03553013
22-Jan-04	30		26' Demountable Van Body (Box)	No Plate
19-Dec-08	31		26' Demountable Van Body (Box)	MPE05VB03553006
29-Aug-05	32		26' Demountable Van Body (Box)	MPE05VB0553014
29-Aug-05	33		26' Demountable Van Body (Box)	MPE05VB03553009
22-Jan-04	34		26' Demountable Van Body (Box)	No Plate
21-Jan-08	35		26' Demountable Van Body (Box)	MPE05BV03553002
21-Jan-08	36		26' Demountable Van Body (Box)	MPE05VB03553004
22-Jan-04	37		26' Demountable Van Body (Box)	No Plate
1-Jan-01	38	1999	26' Demountable Van Body (Box)	MPE05BV03553001
21-Jan-08	39		26' Demountable Van Body (Box)	MEP06VB03999001
1-Jan-01	40	1999	26' Demountable Van Body (Box)	MPE06VB03999003
22-Jan-04	41		26' Demountable Van Body (Box)	No Plate
21-Jan-08	42		26' Demountable Van Body (Box)	MPE06VB03999008
21-Jan-08	43		26' Demountable Van Body (Box)	MPE06VB03999015
21-Jan-08	44		26' Demountable Van Body (Box)	MPE06VB03999016
21-Jan-08	45		26' Demountable Van Body (Box)	MPAO6VB89317007
21-Jan-08	46		26' Demountable Van Body (Box)	MPAO6VB89317001
21-Jan-08	47		26' Demountable Van Body (Box)	MPE06VB03999006
21-Jan-08	48		26' Demountable Van Body (Box)	MPE06VB03999020
21-Jan-08	49		26' Demountable Van Body (Box)	MEP06VB03999007
21-Jan-08	50		26' Demountable Van Body (Box)	MPAO6VB89317004
21-Jan-08	51		26' Demountable Van Body (Box)	MPE06VB03999012
21-Jan-08	52		26' Demountable Van Body (Box)	MPAO6VB89317003
21-Jan-08	53		26' Demountable Van Body (Box)	MPAO6VB89317005
21-Jan-08	54		26' Demountable Van Body (Box)	MPE06VB03999011
22-Jan-04	55		26' Demountable Van Body (Box)	No Plate
1-Jan-01	56	1999	26' Demountable Van Body (Box)	MPA02VB6040032
1-Jan-01	57		26' Demountable Van Body (Box)	MPA02VB6040009
31-Jul-02	58		26' Demountable Van Body (Box)	MPA02VB6040019
30-Sep-11	59	2005	26' Demountable Van Body (Box)	MFL05VB28236 017
30-Sep-11	60	2005	26' Demountable Van Body (Box)	MPA05VB1274 013
30-Sep-11	61	2005	26' Demountable Van Body (Box)	MPA05VB81274 010
30-Sep-11	62	2005	26' Demountable Van Body (Box)	MPA05VB85566 002
30-Sep-11	63	2005	26' Demountable Van Body (Box)	MGA05VB29221 010
30-Sep-11	64	2005	26' Demountable Van Body (Box)	MFL05VB28236 021

22-Jan-04	65		26' Demountable Van Body (Box)	MPA05VB81274004
30-Sep-11	66	2005	26' Demountable Van Body (Box)	MGA05VB29221 011
30-Sep-11	67	2005	26' Demountable Van Body (Box)	MPA05VB81274 029
22-Jan-04	68		26' Demountable Van Body (Box)	MPA06VB91300003
30-Sep-11	69	2005	26' Demountable Van Body (Box)	MPA05VB81274 015
30-Sep-11	70	2005	26' Demountable Van Body (Box)	MPA05VB81274017
30-Sep-11	71	2005	26' Demountable Van Body (Box)	MPA05VB81275 003
30-Sep-11	72	2005	26' Demountable Van Body (Box)	MFL05VB28236 013
30-Sep-11	73	2005	26' Demountable Van Body (Box)	MGA05VB29221 003
30-Sep-11	74	2005	26' Demountable Van Body (Box)	MFL05VB28236 015
30-Sep-11	75	2005	26' Demountable Van Body (Box)	MFL05VB28236 019
30-Sep-11	76	2005	26' Demountable Van Body (Box)	MGA05VB29221 012
30-Sep-11	77	2005	26' Demountable Van Body (Box)	MGA05VB29221014
30-Sep-11	78	2005	26' Demountable Van Body (Box)	MPA05VB81275 005
30-Sep-11	79	2005	26' Demountable Van Body (Box)	MGA05VB29221006
30-Sep-11	80	2005	26' Demountable Van Body (Box)	MPA05VB81274 021
30-Sep-11	81	2005	26' Demountable Van Body (Box)	MGA06VB29221 004
30-Sep-11	82	2005	26' Demountable Van Body (Box)	MGA05VB29221 001
22-Jan-04	83		26' Demountable Van Body (Box)	MFL05VB28263019
22-Jan-04	84		26' Demountable Van Body (Box)	MPA06VB91300002
31-Dec-11	85		26' Demountable Van Body (Box)	MPM11532001
30-Sep-11	86	2005	26' Demountable Van Body (Box)	MPM11532019
31-Dec-11	87		26' Demountable Van Body (Box)	MPM11532017
31-Dec-11	88		26' Demountable Van Body (Box)	MPM11532002
31-Dec-11	89		26' Demountable Van Body (Box)	MPM11532007
31-Dec-11	90		26' Demountable Van Body (Box)	MPM11532011
31-Dec-11	91		26' Demountable Van Body (Box)	MPM11532015
31-Dec-11	92		26' Demountable Van Body (Box)	MPM11532024
31-Dec-11	93		26' Demountable Van Body (Box)	MPM11532020
31-Dec-11	94		26' Demountable Van Body (Box)	MPM11532018
31-Dec-11	95		26' Demountable Van Body (Box)	MPM11532028
31-Dec-11	96		26' Demountable Van Body (Box)	MPM11532006
31-Dec-11	97		26' Demountable Van Body (Box)	MPM11532013
31-Dec-11	98		26' Demountable Van Body (Box)	MPM15432005
31-Dec-11	99		26' Demountable Van Body (Box)	MPM11532012
31-Dec-11	100		26' Demountable Van Body (Box)	MPM11532016

31-Dec-11	101	26' Demountable Van Body (Box)	MPM11532009
31-Dec-11	102	26' Demountable Van Body (Box)	MPM11532014
31-Dec-11	103	26' Demountable Van Body (Box)	MPM11532024
31-Dec-11	104	26' Demountable Van Body (Box)	MPM11532023
31-Dec-11	105	26' Demountable Van Body (Box)	MPM11532003
31-Dec-12	106	26' Demountable Van Body (Box)	MPE12VB05301-001
31-Dec-12	107	26' Demountable Van Body (Box)	MPE12VB05301-003
31-Dec-12	108	26' Demountable Van Body (Box)	MPE12VB05301-012
31-Dec-12	109	26' Demountable Van Body (Box)	MPE12VB05301-013
31-Dec-12	110	26' Demountable Van Body (Box)	MPE12VB05301-020
31-Dec-12	111	26' Demountable Van Body (Box)	MPE12VB05301-016
31-Dec-12	112	26' Demountable Van Body (Box)	MPE12VB05301-014
31-Dec-12	113	26' Demountable Van Body (Box)	MPE12VB05301-015
31-Dec-12	114	26' Demountable Van Body (Box)	MPE12VB05301-006
22-Jan-04	115	26' Demountable Van Body (Box)	No Plate
31-Dec-12	116	26' Demountable Van Body (Box)	MPE12VB05301-004
31-Dec-12	117	26' Demountable Van Body (Box)	MPE12VB05301-023
31-Dec-12	118	26' Demountable Van Body (Box)	MPE12VB05301-008
31-Dec-12	119	26' Demountable Van Body (Box)	MPE12VB05301-027
31-Dec-12	120	26' Demountable Van Body (Box)	MPE12VB05301-032
31-Dec-12	121	26' Demountable Van Body (Box)	MPE12VB05301-025
31-Dec-12	122	26' Demountable Van Body (Box)	MPE12VB05301-005
31-Dec-12	123	26' Demountable Van Body (Box)	MPE12VB05301-033
31-Dec-12	124	26' Demountable Van Body (Box)	MPE12VB05301-028
31-Dec-12	125	26' Demountable Van Body (Box)	MPE12VB05301-021
31-Dec-12	126	26' Demountable Van Body (Box)	MPE12VB05301-009
31-Dec-12	127	26' Demountable Van Body (Box)	MPE12VB05301-034
31-Dec-12	128	26' Demountable Van Body (Box)	MPE12VB05301-040
31-Dec-12	129	26' Demountable Van Body (Box)	MPE12VB05301-037
31-Dec-12	130	26' Demountable Van Body (Box)	MPE12VB05301-018
31-Dec-12	131	26' Demountable Van Body (Box)	MPE12VB05301-026
31-Dec-12	132	26' Demountable Van Body (Box)	MPE12VB05301-038
31-Dec-12	133	26' Demountable Van Body (Box)	MPE12VB05301-011
31-Dec-12	134	26' Demountable Van Body (Box)	MPE12VB05301-019
31-Dec-12	135	26' Demountable Van Body (Box)	MPE12VB05301-022
31-Dec-12	136	26' Demountable Van Body (Box)	MPE12VB05301-007



31-Dec-11		Rail Attached to Van Body	No number
31-Dec-11		Rail Attached to Van Body	No number
31-Dec-11		Rail Attached to Van Body	No number
31-Dec-11		Rail Attached to Van Body	No number
31-Dec-11		Rail Attached to Van Body	No number
<b>30-Sep-11</b>	<b>2005</b>	<b>26' Demountable Van Body (Box)</b>	<b>mfl05vb28236 009</b>
<b>31-Oct-11</b>		<b>26' Demountable Van Body (Box)</b>	
<b>31-Oct-11</b>		<b>26' Demountable Van Body (Box)</b>	<b>LK02209-01</b>
<b>31-Dec-11</b>		<b>26' Demountable Van Body (Box)</b>	<b>No Plate</b>
<b>31-Dec-11</b>		<b>26' Demountable Van Body (Box)</b>	<b>No Plate</b>
<b>31-Dec-11</b>		<b>Rail Attached to Van Body</b>	<b>No number</b>
<b>31-Dec-11</b>		<b>Rail Attached to Van Body</b>	<b>No number</b>
<b>31-Dec-11</b>		<b>Rail Attached to Van Body</b>	<b>No number</b>
<b>31-Dec-11</b>		<b>Rail Attached to Van Body</b>	<b>No number</b>
<b>31-Dec-11</b>		<b>Rail Attached to Van Body</b>	<b>No number</b>
<b>31-Dec-11</b>		<b>Rail Attached to Van Body</b>	<b>No number</b>
<b>22-Jan-04</b>		<b>26' Demountable Van Body (Box)</b>	<b>PA7051812</b>
<b>31-Oct-04</b>		<b>26' Demountable Van Body (Box)</b>	<b>PA771682</b>
<b>31-Oct-04</b>		<b>26' Demountable Van Body (Box)</b>	<b>PA771685</b>
<b>22-Dec-04</b>		<b>26' Demountable Van Body (Box)</b>	<b>PA 77168-4</b>
<b>29-Aug-05</b>		<b>26' Demountable Van Body (Box)</b>	<b>PA82905-1</b>
<b>29-Aug-05</b>		<b>26' Demountable Van Body (Box)</b>	<b>PA82905-4</b>
<b>29-Aug-05</b>		<b>26' Demountable Van Body (Box)</b>	<b>PA82905-7</b>
<b>29-Aug-05</b>		<b>26' Demountable Van Body (Box)</b>	<b>PA82905-10</b>
<b>29-Aug-05</b>		<b>26' Demountable Van Body (Box)</b>	<b>PA82905-13</b>

29-Aug-05

26' Demountable Van Body  
(Box)

No number

**TRAILERS**

22-Apr-05

22-Apr-05

1999 53' TRA

1999 53' TRA

1D9RS5325XG302037

1D9RS5327XG302038

Date Of Transfer	DATE OF PURCHASE	Plate	State Issued	Vehicle Count	YEAR	MAKE	BODY	VIN NUMBER	GROSS WT.	STATE	City	Zip code stored	Vehicle Number	Asset Number
LF Trucking (Owned)														
6/28/2007	9/29/2005					Trucktainer	Chassis Lift System	SN#DC26TTS14040805LF	0 PA	Pointe		15275		4222 - 1541
06/28/2007	6/14/2005	YVN8504			2006	Freightliner	M-2	1FVACWCS96HW22221	26000 PA	Pointe		15275	800237	4223 - 1545
8/15/2007	10/29/2003	PT-562L		Trailer	2004	BWS	53 FT	2B953VT2341004570	75,600 PA	Smithton		15479	882441	3818 - 1366
10/9/2007	12/30/2004	PT-564L		Trailer	2005	Trailmobile	Trailer	2MN01JAH651009898	80000-combined PA	Smithton		15479	893768	3832 - 1484
10/9/2007	12/30/2004	PT-565L		Trailer	2005	Trailmobile	Trailer	2MN01JAH851009899	80000-combined PA	Smithton		15479	893769	3828 - 1485
10/9/2007	12/30/2004	PT-568L		Trailer	2005	Trailmobile	Trailer	2MN01JAH051009900	80000-combined PA	Smithton		15479	893766	4217 - 1486
10/9/2007	12/30/2004	PT-567L		Trailer	2005	Trailmobile	Trailer	2MN01JAH251009901	80000-combined PA	Smithton		15479	893767	3834 - 1487
10/9/2007	12/30/2004	PT-566L		Trailer	2005	Trailmobile	Trailer	2MN01JAH451009902	80000-combined PA	Smithton		15479	893765	3829 - 1488
10/12/2007	2/5/2004					Trucktainer	Chassis Lift System	SN#DC26TTS10080104LF	0 PA	Pointe		15275		3820 - 1389
10/12/2007	2/5/2004	ZLL8019			2004	Freightliner	Chassis	1FVACWCSX4HN04773	26000 PA	Pointe		15275	893770	3823 - 1391
10/12/2007	2/5/2004			Lift System		Trucktainer	Chassis Lift System	SN#DC26TTS10060104LF	0 PA	Smithton		15479		4212 - 1387
10/12/2007	2/5/2004	ZFC1315		Truck	2004	Freightliner	Chassis	1FVACWCS34HN04775	26000 PA	Smithton		15479	893773	3825 - 1392
9/12/2007	12/9/2004					Trucktainer	Chassis Lift System	SN#DC26TTS12051104LF	0 PA	Wexford		15090		4216 - 1483
9/12/2007	12/9/2004	YXT5288			2005	Freightliner	M-2	1FVACWCS85HU54442	26,000 PA	Wexford		15090	893762	3835 - 1492
10/12/2007	2/5/2004		PA			Trucktainer	Chassis Lift System	SN#DC26TTS10090104LF	0 PA	Smithton		15479		4213 - 1390
10/12/2007	2/5/2004	ZKM2713	PA		2004	Freightliner	M-2	1FVACWCS54HN04776	26000 PA	Smithton		15479	893772	3824 - 1394
	1/18/2007		PA		2007	Demountable	Chassis Lift System	SN # DC26TTS17580407LF	0 PA	South Hills		15317		4196 - 20
	3/26/2007	ZCG6181	PA		2007	Hino	Chassis	5PVNJ8JV372S50424	26,000 PA	South Hills		15317	833941	4199 - 29
	5/25/2007		PA		2007	Demountable	Chassis Lift System	SN # DC26TTS17590407LF	0 PA	Smithton		15479		3797 - 30
	3/26/2007	ZJN8412	PA	Truck	2007	Hino	Chassis	5PVNJ8JV472S50626	26,000 PA	Smithton		15479	833940	3792 - 28
	1/31/2008	PT6627L		Trailer	2007	Demountable 53'	Trailer	2B953VT2671007113	80000-combined PA	Smithton		15479	8003343	3794 - 31
	1/31/2008	PT6628L		Trailer	2007	Demountable 53'	Trailer	2B953VT2671007114	80000-combined PA	Smithton		15479	8003342	4200 - 32
	10/1/2008					Trucktainer	Chassis Lift System	SN#DC26TTS19310908LF	- PA	Smithton		15479		3806 - 55
	10/31/2005	YYN4659			2009	Hino	M-2	5PVNJ8JV294S51832	26,000 PA	Smithton		15479	803390	3796 - 35
	10/2/2008					Trucktainer	Chassis Lift System	SN#DC26TTS19320908LF	- PA	Smithton		15479		3808 - 58
	10/31/2008	YY56974			2009	Hino	M-2	5PVNJ8JV494S51833	26,000 PA	Smithton		15479	803391	4201 - 36
	10/31/2008	YYE3113			2009	Hino	M-2	5PVNJ8JV794S51857	26,000 PA	Smithton		15479	803397	3813 - 56
	10/30/2008					Trucktainer	Chassis Lift System	SN#DC26TTS19411008LF	0 PA	Smithton		15479		3814 - 59
	10/31/2008	YY56977			2009	Hino	M-2	5PVNJ8JV094S51859	26,000 PA	Smithton		15479	803398	3801 - 43
	10/29/2008					Trucktainer	Chassis Lift System	SN#DC26TTS19431008LF	0 PA	Smithton		15479		4209 - 60
	10/31/2008	YYN4658			2009	Hino	M-2	5PVNJ8JV894S51866	26,000 PA	Smithton		15479	803400	4204 - 45
	10/31/2008					Trucktainer	Chassis Lift System	SN#DC26TTS19461008LF	0 OH	Avon		44011		3816 - 62
	10/31/2008	PJN5666			2009	Hino	M-2	5PVNJ8JVX94S51867	26,000 OH	Avon		44011	803401	3803 - 46
	10/31/2008					Trucktainer	Chassis Lift System	SN#DC26TTS19481108LF	0 OH	Middleburg		44130		3819 - 54
	10/31/2008	PJN5667			2009	Hino	M-2	5PVNJ8JV194S51871	26,000 OH	Middleburg		44130	803403	4205 - 48
	11/22/2008					Trucktainer	Chassis Lift System	SN#DC26TTS19531108LF	0 PA	Smithton		15479		4208 - 57
	10/31/2008	YXC5792			2009	Hino	M-2	5PVNJ8JV994S51844	26,000 PA	Smithton		15479	803392	3799 - 37
	11/22/2008					Trucktainer	Chassis Lift System	SN#DC26TTS19501108LF	0 PA	Smithton		15479		4210
	10/31/2008	ZJJ2143			2009	Hino	M-2	5PVNJ8JV494S51847	26,000 PA	Smithton		15479	803394	4202 - 39
12/30/2008	12/30/2008	PT9513M		Trailer	1999	Demountable	Flat-53' Trailer	1D9RS5326XG302046	80000-combined PA	Smithton		15479	8401070	3821 - 67
12/30/2008	8/29/2005	PT9515M		Trailer	2006	Demountable	Flat-53' Trailer	2B953VT2361005365	80000-combined PA	Smithton		15479	800232	3842 - 1523
12/30/2008	8/29/2005	PT9516M		Trailer	2006	Demountable	Flat-53' Trailer	2B953VT2561005366	80000-combined PA	Smithton		15479	800233	3839 - 1524
	1/19/2009	PT9522M		Trailer	2002	Demountable	Flat-53' Trailer	2B953VT2321003948	80000-combined PA	Smithton		15479	8010210	Not an Asset
	1/19/2009	PT9521M		Trailer	2002	Demountable	Flat-53' Trailer	2B953VT2521003952	80000-combined PA	Smithton		15479	8010209	Not an Asset
	12/30/2008	PT9523M		Trailer	2002	Demountable	Flat-53' Trailer	2B953VT2021003955	80000-combined PA	Smithton		15479	8010208	3817 - 65

2/3/2009	12/30/2008	PT9525M		Trailer	1999	Demountable	Flat-53' Trailer	1D9RS5325XG302037	80000-combined	PA	Smithton	15479	8401069	4211 - 66
	9/4/2009	AF71102	PA	Tractor	2010	Freightliner	Single Axle Tractor	1FUBGDDR7ALAP7786	54000-combined	PA	Smithton	15479	8011187	4256 - 70
	9/4/2009	AG09284	PA	Tractor	2010	Freightliner	Single Axle Tractor	1FUBGDDR9ALAP7787	54000-combined	PA	Smithton	15479	8011188	4257 - 71
	12/31/2011						Chassis Lift System	SN# DC26TTSWR21241211LF	0					4729
	9/21/2011	ZBV5510	PA	Truck	2011	Hino	268A	5PVNJ89JV4B4S53099	26,000	PA	Smithton	15479	8400445	4703
	12/31/2011						Chassis Lift System	SN# DC26TTSWR21231211LF	0					4728
	12/31/2011	PHP4493	OH	Truck	2012	Hino	268A	5PVNJ8JV8C4S53267	26,000	OH	Oakwood	44146	8400580	4721
	12/31/2011						Chassis Lift System	SN# DC26TTSWR21281211LF	0					4732
	12/31/2011	PHS1915	OH	Truck	2012	Hino	268A	5PVNJ8JV9C4S53293	26,000	OH	Canton	44720	8400582	4722
	12/31/2011						Chassis Lift System	SN# DC26TTSWR21271211LF	0					4735
	12/31/2011	PHP4491	OH	Truck	2012	Hino	268A	5PVNJ8JV1C4S53305	26,000	OH	Akron	44333	8400583	4723
	12/31/2011						Chassis Lift System	SN# DC26TTSWR21261211LF	0					4731
	12/31/2011	PHP4492	OH	Truck	2012	Hino	268A	5PVNJ8JVXB4S52720	26,000	OH	Canton	44720	8400581	4724
	12/31/2011						Chassis Lift System	SN# DC26TTSWR21291211LF	0					4733
	12/31/2011	PHS1916	OH	Truck	2012	Hino	268A	5PVNJ8JV7B4S53100	26,000	OH	Akron	44333	8400584	4725
	12/31/2011						Chassis Lift System	SN# DC26TTSWR21251211LF	0					4730
	12/31/2011	ZMW0965	PA	Truck	2011	Hino	268A	5PVNJ8JV2B4S52761	26,000	PA	Smithton	15479	8400446	4726
	9/30/2011	PT9709N	OH	Trailer	2005	Demountable	Flat-53' Trailer	2B953VT2851005229	80000-combined	PA	Smithton	15479	8400434	4625
	9/30/2011	PT968B5	OH	Trailer	2005	Demountable	Flat-53' Trailer	2B953VT2451005230	80000-combined	PA	Smithton	15479	8400435	4626
	9/30/2011	PT6998W	PA	Trailer	2007	Demountable	Flat-53' Trailer	2B953VT2971007171	80000-combined	PA	Smithton	15479	8400436	4627
	12/31/2011	PT4150Z	PA	Trailer	2012	Demountable	Flat-53' Trailer	2B953BB23C1001915	80000-combined	PA	Smithton	15479	8400437	4742
	12/31/2011	PT9720N	PA	Trailer	2012	Demountable	Flat-53' Trailer	2B953CC25C1001916	80000-combined	PA	Smithton	15479	8400438	4740
	12/31/2011	PT0445Y	PA	Trailer	2012	Demountable	Flat-53' Trailer	2B953CC27C1001917	80000-combined	PA	Smithton	15479	8400439	4741
	12/31/2011	PT354D4	PA	Trailer	2012	Demountable	Flat-53' Trailer	2B953CC29C1001918	80000-combined	PA	Smithton	15479	8400440	4736
	12/31/2011	PT4170Z	PA	Trailer	2012	Demountable	Flat-53' Trailer	2B953CC20C1001919	80000-combined	PA	Smithton	15479	8400441	4737
	12/31/2011	PT3823S	PA	Trailer	2012	Demountable	Flat-53' Trailer	2B953CC27C1001920	80000-combined	PA	Smithton	15479	8400442	4738
	12/31/2011	PT5318Z	PA	Trailer	2012	Demountable	Flat-53' Trailer	2B953CC29C1001921	80000-combined	PA	Smithton	15479	8400443	4739
	12/31/2011	PT7778X	PA	Trailer	2012	Demountable	Flat-53' Trailer	2B953CC20C1001922	80000-combined	PA	Smithton	15479	8400444	4734
	5/1/2012	ZMW0973	PA	Truck	2012	Mitsubishi	FE180	JL6CRH1A9CK013841	26,000				8400683	4901
	12/19/2012	PT137D3	PA	Trailer	2013	Demountable	Flat-53' Trailer	2B953VT28D1001552	80000-combined	PA	Smithton	15479	8401068	5089
	02/29/2013						Chassis Lift System	DC26TTSWR22730613LF						9164
	6/21/2013	ZJY8420	PA	Truck	2013	Hino	268A	5PVNJ8JVXD4S55426	26,000	PA	Monroeville	15146	8401345	8166
	6/29/2013						Chassis Lift System	DC26TTSWR22720613FL						9163
	6/21/2013	ZDF0922	PA	Truck	2013	Hino	268A	5PVNJ8JV6D4S55438	26,000	PA	Wexford	15090	8401346	8164
	6/29/2013						Chassis Lift System	DC26TTSWR22740613LF						9165
	3/13/2013	ZDF0921	PA	Truck	2013	Hino	268A	5PVNJ8JV2D4S55548	26,000	PA	Smithton	15479	8401344	8165
	4/19/2013	AG11771	OH	Tractor	2014	Freightliner	Cascadia	1FUBGDD63ELFP4054	33,000	OH	Oakwood	44146	8401294	7166
	5/7/2013	AG15689	PA	Tractor	2014	Freightliner	Cascadia	1FUBGDD67ELFR6378	33,000	PA	Smithton	15479	8401343	8163
	8/28/2014	AG29252	PA	Tractor	2015	Freightliner	Cascadia	3AKBGDD57FDGK6593	33,000	PA	Smithton	15479	8402108	24173
	9/23/2014	AG29251	PA	Tractor	2015	Freightliner	Cascadia	3AKBGDD59FDGK6594	33,000	PA	Smithton	15479	8402109	24172
	9/23/2014	AG29249	PA	Tractor	2015	Freightliner	Cascadia	3AKBGDD50FDGK6595	33,000	PA	Smithton	15479	8402110	24174
	9/23/2014	AG30931	PA	Tractor	2015	Freightliner	Cascadia	3AKBGDD54FDGK6597	33,000	PA	Oakwood	15479	8402112	24176
	9/5/2014	PIR5493	OH	Truck	2015	Hino	268A	SN# DC26TTS23970714LF 5PVNJ8JV8F4S57761	0 26,000	OH	Oakwood	44146	8402360	24163
	9/5/2014	PIR5492	OH	Truck	2015	Hino	268A	SN# DC26TTS23980714LF 5PVNJ8JV3F4S57764	0 26,000	OH	Oakwood	44146	8402361	24164
	9/5/2014	PIT2685	OH	Truck	2015	Hino	268A	SN# DC26TTS24080814LF 5PVNJ8JV0F4S57771	0 26,000	OH	Oakwood	44146	8402362	24167

9/5/2014	PKF8549	OH	Truck	2015	Hino	Chassis Lift System 268A	SN# DC26TTS24060814LF 5PVNJ8JV6F4S57788	26,000 OH	Mentor	44060	8402363	24170
9/5/2014	PIU2077	OH	Truck	2015	Hino	Chassis Lift System 268A	SN# DC26TTS24040814LF 5PVNJ8JVXF4S57809	26,000 OH	Middleburg	44130	8402365	24171
9/5/2014	PIU2078	OH	Truck	2015	Hino	Chassis Lift System 268A	SN# DC26TTS24070814LF 5PVNJ8JV2F4S57819	26,000 OH	Middleburg	44130	8402366	24169
9/5/2014	PIU2089	OH	Truck	2015	Hino	Chassis Lift System 268A	SN# DC26TTS24030814LF 5PVNJ8JV4F4S57823	26,000 OH	North Olmsted	44070	8402367	24168
9/5/2014	PT2684	OH	Truck	2015	Hino	Chassis Lift System 268A	SN# DC26TTS24050814LF 5PVNJ8JV1F4S57830	26,000 OH	Avon	44011	8402368	24166
9/18/2015	PT0387X	OH	Trailer	2015	Demountable	Flat-53' Trailer	2B953VT28F1001554	80000-combined PA	Middleburg	44130	8403367	24166
11/5/2015	PJD3580	OH	Truck	2016	Freightliner	Chassis Lift System 268A	SN# 002548 1FVACWDT6GHHH05051	26,000 OH	Middleburg	44130	8403368	31168
8/31/2016	PT8154A	PA	Trailer	2017	Demountable	Flat-53' Trailer	2B953VT28H1001766	80000-combined PA	Smithton	15479	8404044	38164
10/21/2016	AG56455	OH	Tractor	2017	Freightliner	Cascadia	1FUBGDDR2HLJE6743	33,000 OH	Oakwood	44146	8403949	40163
10/21/2016	AG56456	PA	Tractor	2017	Freightliner	Cascadia	1FUBGDDR4HLJE6744	33,000 PA	Smithton	15479	8403951	40164
12/31/2016	ZJW0912	PA	Truck	2017	Freightliner	Chassis Lift System M2	SN#002682 3ALACWDT7HDJE6742	26,000 PA	Smithton	15479	8403952	40165
12/31/2016	PJQ2209	OH	Truck	2017	Freightliner	Chassis Lift System M2	SN# 002679 3ALACWDT5HDJE6741	26,000 OH	Avon	44011	8403950	40166
4/13/2017	AG65574	PA	Tractor	2018	Freightliner	Cascadia	1FUBGDDR5JLJT5391	80000-combined PA			8404673	43163
4/13/2017	AG65567	PA	Tractor	2018	Freightliner	Cascadia	1FUBGDDR5JLJT5392	80000-combined PA			8404674	43164
6/30/2017	ZJW9035	PA	Truck	2017	Hino	195	JHSDM2H4HK005450	17,950 PA	Smithton	15479	8400776	42167
9/30/2017	ZKN6922	PA	Lift System Truck	2018	Freightliner	Chassis Lift System M2106	SN# 002770 1FVACWFB7JHJT5393	26,000 PA	South Hills	15317	8404675	44165
9/30/2017	ZKN6926	PA	Lift System Truck	2018	Freightliner	Chassis Lift System M2106	SN# 002772 1FVACWFB9JHJT5394	26,000 PA	South Hills	15317	8404676	45164
9/30/2017	ZKN6925	PA	Lift System Truck	2018	Freightliner	Chassis Lift System M2106	SN# 002771 1FVACWFB0JHJT5395	26,000 PA	Wexford	15090	8404677	44166
9/30/2017	ZKM2712	PA	Lift System Truck	2018	Freightliner	Chassis Lift System M2106	SN# 002769 1FVACWFB2JHJT5396	26,000 PA	Wexford	15090	8404678	44164
9/30/2017	ZKN6923	PA	Lift System Truck	2018	Freightliner	Chassis Lift System M2106	SN# 002768 1FVACWFB4JHJT5397	26,000 PA	Greensburg	15601	8404679	44163
5/20/2019	PT 338G4	PA	Trailer	1999	Great Dane	53' Trailers	1GRAA0627XB013150	80000-combined PA	Smithton		8405832	
5/20/2019	PT 338G5	PA	Trailer	2000	Great Dane	53' Trailers	1GRAA0622TB093913	80000-combined PA	Smithton		8405833	
5/20/2019	PT 338G6	PA	Trailer	2004	Strick	53' Trailers	1S12E95374ES00290	80000-combined PA	Smithton		8405834	
5/20/2019	PT 338G7	PA	Trailer	2004	Strick	53' Trailers	1S12E95374ES00291	80000-combined PA	Smithton		8405835	
5/24/2019	PT 220H6	PA	Trailer	1994	Wabash-Nation	53' Trailers	1JJV53211RL039732	80000-combined PA	Smithton		8405821	
5/24/2019	PT 220H4	PA	Trailer	2000	Great Dane	53' Trailers	1GRAA0627YS034212	80000-combined PA	Smithton		8405828	
5/24/2019	PT 220H5	PA	Trailer	2006	Vanguard	53' Trailers	5VBVA53256M602467	80000-combined PA	Smithton		8405836	
5/24/2019	PT 221H0	PA	Trailer	1986	Lufkin	53' Trailers	1L01A4820G1071493	80000-combined PA	Smithton		storage	
5/24/2019	PT 221H1	PA	Trailer	1989	Great Dane	53' Trailers	1GRAA9627KB025523	80000-combined PA	Smithton		storage	
5/24/2019	PT 220H9	PA	Trailer	1994	Wabash-Nation	53' Trailers	1JJV532U2RL239738	80000-combined PA	Smithton		8405822	
5/24/2019	PT 221H2	PA	Trailer	1994	Wabash-Nation	53' Trailers	1JJV532U2RL239724	80000-combined PA	Smithton		8405823	
5/24/2019	PT 221H3	PA	Trailer	2000	Great Dane	53' Trailers	1GRAA0620YB084501	80000-combined PA	Smithton		8405824	
5/24/2019	PT 221H4	PA	Trailer	2002	Great Dane	53' Trailers	1GRAA062X2B016701	80000-combined PA	Smithton		8405825	
5/24/2019	PT 220H1	PA	Trailer	1989	Great Dane	53' Trailers	1GRAA0620YS034214	80000-combined PA	Smithton		8405826	
5/24/2019	PT 221H5	PA	Trailer	2000	Great Dane	53' Trailers	1GRAA0623YS034207	80000-combined PA	Smithton		8405827	
5/24/2019	PT 221H6	PA	Trailer	2002	Great Dane	53' Trailers	1GRAA0629TS034213	80000-combined PA	Smithton		8405829	
5/24/2019	PT 220H2	PA	Trailer	1998	Great Dane	53' Trailers	1GRAA0624WB159701	80000-combined PA	Smithton		8405830	
5/24/2019	PT 221H8	PA	Trailer	2006	Stoughton	53' Trailers	1DW1A53256S915302	80000-combined PA	Smithton		8405831	
5/24/2019	PT 220H3	PA	Trailer	2006	Vanguard	53' Trailers	5VBVA53226M602474	80000-combined PA	Smithton		8405837	
5/24/2019	PT 221H7	PA	Trailer	2007	Vanguard	53' Trailers	5VBVA53227M701734	80000-combined PA	Smithton		8405838	
	PT 666F0	PA	Trailer	2007	Wabash-Nation	53' Trailers	1JJV532W57L101674	80000-combined PA	Smithton		8405599	

	PT 665F9	PA	Trailer	2007	Wabash-Nation	53' Trailers	1JJV532W27L052322	80000-combined	PA	Smithton	8405601	
	PT 665F9	PA	Trailer	2007	Wabash-Nation	53' Trailers	1JJV532W37L101673	80000-combined	PA	Smithton	8405600	
			Tractor	2007	International		2HSCDAH27C524963	80000-combined	PA	Smithton	8405819	
			Tractor	2007	International		2HSCDAH47C524964	80000-combined	PA	Smithton	8405820	
			Tractor	2007	International		2HSCDAH87C467006	80000-combined	PA	Smithton	8405818	
			Trailer	1994	Wabash-Nation		1JJV532U1RL239732				Storage	
6/13/2019	ZNR3455	PA	Lift System Truck	2020	Freightliner	Chassis Lift System M2106	SN# 003002 3ALACWD28LDLU2645	26,000	PA	Wexford	8405709	57167
6/13/2019	ZNR3454	PA	Lift System Truck	2020	Freightliner	Chassis Lift System M2106	SN# 003003 3ALACWD2XLDLU2646	26,000	PA	Canton	8405707	57168
6/13/2019	ZNR3456	PA	Lift System Truck	2020	Freightliner	Chassis Lift System M2106	SN# 003004 3ALACWD21LDLU2647	26,000	PA	Pointe	8405708	57169
6/28/2019	ZNR3452	OH	Lift System Truck	2020	Freightliner	Chassis Lift System M2106	SN# 003012 3ALACWD23LDLU2648	26,000	OH	Monroeville	44720 8405710	58166 57165
6/28/2019	ZNR3453	OH	Lift System Truck	2020	Freightliner	Chassis Lift System M2106	SN# 003013 3ALACWD25LDLU2649	26,000	OH	Canton	44720 8405711	58167 57165

Schedule 6.1(b)

Assumed Contracts

1. The Lease for the Smithton Warehouse
2. JDA / Blue Yonder

## Schedule 6.12

## Schedule of Jofran Inventory

Location	(Multiple Items)		
Sum of_COST	Column Labels		
Row Labels	DC	LVF	Grand Total
(LD)JOF,1511-72B (REIGN)	494.80		494.80
(LD)JOF,1512-70(REIGN-70)	284.50		284.50
(LD)JOF,1511-72T (REIGN) (HDWE)	586.10		586.10
CM,(MANADAL)1706-DR	842.94	3,652.74	4,495.68
CM,(MANADAL)1706-TT	719.70	1,679.30	2,399.00
CM,(REIGN)1511-TT	2,895.36	1,781.76	4,677.12
CM,1511-TV50 (REIGN-50)	7,884.48	2,135.38	10,019.86
CM,1511-TV60(REIGN-60)	574.59	2,489.89	3,064.48
CM,1511-TV70(REIGN-70)	1,436.96	2,463.36	3,900.32
CM,1706-BDTV(MANADAL)	148.04	1,776.48	1,924.52
JOF,1511-72T (REIGN) (HDWE)	151.20		151.20
<b>Grand Total</b>	<b>16,018.67</b>	<b>15,978.91</b>	<b>31,997.58</b>

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 7
ART VAN FURNITURE, LLC, <i>et al.</i> , <sup>1</sup>	Case No. 20-10553 (CSS)
Debtors.	Jointly Administered
	Re: Docket No. 377

**ORDER GRANTING APPLICATION OF ALFRED T. GIULIANO, CHAPTER 7 TRUSTEE, PURSUANT TO BANKRUPTCY CODE SECTIONS 327(A) AND 328(a), BANKRUPTCY RULES 2014(a) AND 2016, AND LOCAL RULE 2014-1 FOR AUTHORITY TO EMPLOY AND RETAIN GIULIANO, MILLER & COMPANY, LLC AS ACCOUNTANTS AND FINANCIAL ADVISORS TO CHAPTER 7 TRUSTEE, EFFECTIVE AS OF APRIL 7, 2020**

Upon consideration of the Application (the “Application”)<sup>2</sup> of Alfred T. Giuliano, the chapter 7 trustee (the “Trustee”) of the estates of the above-captioned debtors (collectively, “Debtors”), pursuant to sections 327(a) and 328(a) of the Bankruptcy Code for authority to employ and retain Giuliano, Miller & Company, LLC (“GMCO”) as accountants and financial advisors to the Trustee, effective as of April 7, 2020, the Court having reviewed the Application, and the Declaration of Donna M. Miller (the “Declaration”); the Court finding that: (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012, and that this Court may enter a final order consistent with Article III of the United States Constitution; (b) notice of the Application and the hearing was sufficient under the circumstances; (c) based on the information available to GMCO to date and the disclosures

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, include: Art Van Furniture, LLC (9205); AVF Holding Company, Inc. (0291); AVCE, LLC (2509); AVF Holdings I, LLC (2537); AVF Holdings II, LLC (7472); AVF Parent, LLC (3451); Levin Parent, LLC (8052); Art Van Furniture of Canada, LLC (9491); AV Pure Sleep Franchising, LLC (8968); AVF Franchising, LLC (6325); LF Trucking, Inc. (1484); Sam Levin, Inc. (5198); and Comfort Mattress LLC (4463). The location of the Debtors’ service address in these chapter 11 cases is: 6500 East 14 Mile Road, Warren Michigan 48092.

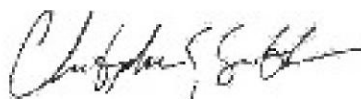
<sup>2</sup> Capitalized terms not defined herein shall have the meanings ascribed to them in the Application.

GMCO has made to date, GMCO neither has nor represents any interest materially adverse to the interests of the Debtors' estates, any other parties in interest, or in connection with the Debtors' cases; (d) the Court having determined that GMCO is a "disinterested person" pursuant to § 101(14) of the Bankruptcy Code; and (e) the Court having determined that the legal and factual bases set forth in the Application and the Declaration establish just cause for the relief granted herein; and it appearing to the Court that the said Application should be approved, it is HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. The Trustee is hereby authorized to retain and employ GMCO as accountants and financial advisors pursuant to sections 327 and 328 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rule 2014-1, effective as of April 7, 2020.
3. GMCO shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' cases in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and any applicable procedures and orders of this Court.
4. GMCO is authorized to render professional services to the Trustee as described in the Application.
5. GMCO shall provide notice to the Court of any adjustments of its hourly rates, and shall serve such notice upon the U.S. Trustee, the Debtors, and the Trustee.
6. The Trustee and GMCO are authorized and empowered to take all actions necessary to implement the relief granted in this Order.
7. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

8. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

**Dated: May 22nd, 2020**  
**Wilmington, Delaware**



**CHRISTOPHER S. SONTCHI**  
**UNITED STATES BANKRUPTCY JUDGE**