

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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In re:	)	Chapter 11
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BLITZ U.S.A., Inc., <i>et al.</i> , <sup>1</sup>	)	Case No. 11-13603 (PJW)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	

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**NOTICE OF EXECUTORY CONTRACTS AND UNEXPIRED  
LEASES WHICH MAY BE ASSUMED AND ASSIGNED, PURSUANT  
TO SECTION 365 OF THE BANKRUPTCY CODE, IN CONNECTION  
WITH THE SALE OF CERTAIN OF THE DEBTORS' ASSETS  
AND THE PROPOSED CURE AMOUNTS WITH RESPECT THERETO**

PLEASE TAKE NOTICE THAT:

1. On February 7, 2012, the above captioned debtors and debtors in possession (collectively, the "Debtors") filed the **Debtors' Motion Pursuant to 11 U.S.C. §§ 105(a), 363, and 365, and Bankruptcy Rules 2002, 6004, and 6006 for (I) Entry of an Order (A) Establishing Bidding and Auction Procedures Related to the Sale of Certain of the Debtors' Assets; (B) Establishing Procedures for Approving Related Bid Protections; (C) Scheduling an Auction and Sale Hearing; (D) Establishing Notice Procedures for Determining Cure Amounts for Executory Contracts and Leases to be Assigned; and (E) Granting Certain Related Relief; and (II) Entry of an Order (A) Approving the Sale of Certain of the Debtors' Assets Free and Clear Of All Liens, Claims, Encumbrances and Interests; and (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases [Docket No. 230] (the "Motion")<sup>2</sup>** with the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware 19801 (the "Court").

2. Pursuant to the Motion, the Debtors seek the entry of an order (i) establishing bidding and auction procedures in connection with the sale of the Debtors' F3 Brands LLC business division assets (the "Assets"); (ii) establishing procedures for approval of bid protections, if any; (iii) scheduling an auction (the "Auction") and setting a date and time for

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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: LAM 2011 Holdings, LLC (8742); Blitz Acquisition Holdings, Inc. (8825); Blitz Acquisition, LLC (8979); Blitz RE Holdings, LLC (9071); Blitz U.S.A., Inc. (8104); and F3 Brands LLC (2604). The location of the Debtors' corporate headquarters and the Debtors' service address is: 404 26th Ave. NW Miami, OK 74354.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion. For a copy of the Motion, please contact the Debtors' claims and noticing agent, Kurtzman Carson Consultants LLC at (807) - 606 - 7519.



a sale hearing (the "Sale Hearing") for the sale of the Assets (the "Sale"), and approving the form and manner of notice thereof; (iv) establishing procedures (the "Proposed Notice Procedures") for noticing and determining cure amounts for executory contracts ("Executory Contracts") and unexpired nonresidential real property leases ("Real Property Leases") to be assumed and assigned in connection with the Sale; and (v) granting certain related relief. By the Motion, the Debtors further request that at the Sale Hearing, subject to the results of the Auction, this Court enter a sale order (i) approving and authorizing the Sale; and (ii) authorizing the assumption and assignment of certain Executory Contracts and real Property Leases.

3. In accordance with the Proposed Notice Procedures, the Debtors hereby file this notice (the "Cure Notice") identifying (i) those Executory Contracts and Real Property Leases which may be assumed and assigned to a Stalking Horse Bidder, if any, its designee(s) or such other Successful Bidder, on the Closing Date in connection with the Sale of the Assets and in accordance with the procedures proposed in the Motion; and (ii) the proposed cure amount (the "Cure Amount") for each Executory Contract and Real Property Lease identified on the Cure Notice.

4. You have been identified as a party to an Executory Contract or Real Property Lease that the Debtors may seek to assume and/or assign. The Executory Contract or Real Property Lease with respect to which you have been identified as a non-Debtor counterparty, and the corresponding proposed Cure Amount for such Executory Contract or Real Property Lease has been set forth on Exhibit 1 attached hereto. The Debtors' records reflect that other than the Cure Amount, there are no other defaults under the Executory Contract or Real Property Lease.

5. Objections, if any, to the proposed Cure Amount or the Stalking Horse Adequate Assurance Information<sup>3</sup> must be made in writing, filed with the Bankruptcy Court, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801, and served so as to be received by the Debtors, counsel for the Debtor on or before **4:00 p.m. (prevailing Eastern Time) on February 24, 2012** (the "Cure Objection Deadline"). Service should be made by mail to: (i) the Debtors' counsel by mail Richards Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, Delaware 19801, (Attn: Daniel J. DeFranceschi, Esq. and Paul N. Heath, Esq.), and (ii) the Debtors by mail, Blitz U.S.A., Inc., 404 26th Ave. NW Miami, OK 74354 (Attn: Rocky Flick). The objection must set forth (i) the basis for the objection, (ii) the exact amount the party asserts as the Cure Amount, and (iii) sufficient documentation to support the Cure Amount alleged.

6. If an objection is timely filed, a hearing with respect to the objection will be held before the Honorable Peter J. Walsh, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6<sup>th</sup> Floor,

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<sup>3</sup> The Debtors anticipate selecting a Stalking Horse Bidder on or before February 27, 2012. Within five (5) business days of the selection of the Stalking Horse Bidder, the Debtors will provide notice of same to all parties in interest and will provide Stalking Horse Adequate Assurance Information to all non-debtor parties to Executory Contracts and Real Property Leases. The notice will establish a deadline for filing any objection to the Adequate Assurance Information. In the event that the Successful Bidder is not the Stalking Horse Bidder, objections regarding adequate assurance of future performance may be raised at the Sale Hearing.

Courtroom 2, Wilmington, Delaware 19801, at the Sale Hearing or at a later hearing, as determined by the Debtors in consultation with the Court.

7. UNLESS YOU FILE AN OBJECTION TO THE PROPOSED CURE AMOUNT SET FORTH ON EXHIBIT 1 HERETO AND SERVE SUCH OBJECTION IN ACCORDANCE WITH THE INSTRUCTIONS AND DEADLINES SET FORTH HEREIN, YOU SHALL BE FOREVER BARRED FROM OBJECTING TO THE CURE AMOUNT SET FORTH ON EXHIBIT 1 AND FOREVER BARRED AND ESTOPPED FROM ASSERTING OR CLAIMING ANY CURE AMOUNT AGAINST THE DEBTORS, ANY SUCCESSFUL BIDDER OR ANY OTHER ASSIGNEE OF THE RELEVANT EXECUTORY CONTRACT OR REAL PROPERTY LEASE.

8. The presence of a contract or agreement listed on Exhibit 1 attached hereto does not constitute an admission that such contract or agreement is an executory contract or unexpired lease or that such contract will be assumed by the Debtors and assigned to any Successful Bidder. The Debtors reserve all of their rights, claims and causes of action with respect to the contracts and agreements listed on Exhibit 1 attached hereto.

Dated: February 10, 2012  
Wilmington, Delaware



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Daniel J. DeFranceschi (No. 2732)  
Paul N. Heath (No. 3704)  
Amanda R. Steele (No. 5530)  
RICHARDS, LAYTON & FINGER, P.A.  
One Rodney Square  
920 North King Street  
Wilmington, Delaware 19801  
Telephone: (302) 651-7700  
Facsimile: (302) 651-7701

*Counsel to the Debtors and  
Debtors in Possession*

**Exhibit 1**

**SCHEDULE OF EXECUTORY CONTRACT CURE AMOUNTS**

Name	Address 1	Description	Cure Amount
GSI Company	7887 Washington Village Drive, Suite 300, Dayton, OH, 45459	F3 Brands UPC Bar Code License	\$0.00
Miami Butane Company	2008 N. Main, Miami, OK, 74354	F3 Brands Natural Gas Lease	\$0.00
Mutual Assurance Administrators	3121 Quail Springs Parkway, Oklahoma City, 73134	Workers Compensation Program Administrative Services Agreement	\$0.00
Premium Financing Specialists	13520 Wyandotte Street, Kansas City, MO, 64145	F3 Brands Insurance Security	\$0.00
Unisource	7472 Collections Ctr. Dr, Chicago, IL, 60693	Stapack RQ8	\$2,520.51
Unisource	7472 Collections Ctr. Dr, Chicago, IL, 60693	Equipment purchase	\$1,860.00
Washington Electronics	611 N Pine, Pittsburg, KS, 66762	Two way radios	\$0.00
Academy Ltd	1800 North Mason Road, Katy TX 77449	F3 Brands Vendor Agreement	\$0.00
Advance Stores Company Inc	5008 Airport Road, Roanoke, VA 24012	F3 Brands Vendor Agreement	\$0.00
Alliance Parts Warehouse LLC	600 Fiber Optic Drive, North Little Rock, AR 72117	F3 Brands Vendor Agreement	\$0.00
Amazon.Com Inc.	PO Box 12010-AZ, Hemet, CA 92546	F3 Brands Vendor Agreement	\$0.00
AutoZone Parts Inc. (USA)	PO Box 2198, Dept 8030, Memphis, TN 38101	F3 Brands Vendor Agreement	\$0.00
AutoZone Parts Inc. (Mexico)	PO Box 2198, Dept 8030, Memphis, TN 38101	F3 Brands Vendor Agreement	\$0.00
BI-Mart	220 S. Seneca Road, Eugene, OR 97402	F3 Brands Vendor Agreement	\$0.00
Bonggaars	1805 Zenith Drive, Sioux City, IA 51108	F3 Brands Vendor Agreement	\$0.00
Gander Mountain Company	180 East Fifth Street, Suite 1300, St. Paul, MN 55101	F3 Brands Vendor Agreement	\$0.00
Home Depot USA, Inc.	PO Box 12010-HD, Hemet, CA 92546	F3 Brands Vendor Agreement	\$0.00
Mills Fleet Farm	1300 South Lyndale Dr., PO Box 1199, Appleton, WI 54912	F3 Brands Vendor Agreement	\$0.00
Northern Tool & Equipment Company	PO Box 257, Dept. 67, Portland, MI 48875	F3 Brands Vendor Agreement	\$0.00
Orchard Supply Hardware LLC	PO Box 49027, San Jose, CA 95161	F3 Brands Vendor Agreement	\$0.00
Orgill Worldwide Distribution	3742 Tyndale Dr., Memphis, TN 38125	F3 Brands Vendor Agreement	\$0.00
Orscheln Farm & Home LLC	PO Box 220, Moberly, MO	F3 Brands Vendor Agreement	\$0.00
Pep Boys	PO Box 12010-PB, Hemet, CA 92546	F3 Brands Vendor Agreement	\$0.00
Sears Holdings Management Corp	3333 Beverly Road, Hoffman Estates, IL 60179	F3 Brands Vendor Agreement	\$0.00
Target	1000 Nicollet Mall TPN-1303, Minneapolis, MN 55403	F3 Brands Vendor Agreement	\$0.00
True Value Company	PO Box 12010-TV, Hemet, CA 92546	F3 Brands Vendor Agreement	\$0.00
United Marketing Inc.	1801 W 4th Street, Marion, IN 46952	F3 Brands Vendor Agreement	\$0.00
Wal-Mart Stores	702 SW 8th Street, Bentonville, AR 72716	F3 Brands Vendor Agreement	\$0.00
Fred's, Inc.	4300 New Getwell, Memphis, TN 38118	F3 Brands Vendor Agreement	\$0.00
House Hasson Hardware	3125 Water Plant Road, Knoxville, TN 37914	F3 Brands Vendor Agreement	\$0.00
Keystone Automotive Operations, Inc.	44 Tunkhannock Avenue, Exeter, PA 18643	F3 Brands Vendor Agreement	\$0.00
Kroger Co., The	1014 Vine St., Cincinnati, OH 45202	F3 Brands Vendor Agreement	\$0.00
Levin's Auto Supply	8141 Elder Creek Road, Sacramento, CA 95824	F3 Brands Vendor Agreement	\$0.00
Lowe's	PO Box 1000, Mooresville, NC 28115	F3 Brands Vendor Agreement	\$0.00
	3280 Virginia Beach Blvd., Virginia Beach, VA 23452	F3 Brands Vendor Agreement	\$0.00
Navy Exchange Service Command (Nexcom)	233 S. Patterson, PO Box 1897, Springfield, MO 65802	F3 Brands Vendor Agreement	\$0.00
O'Reilly Auto Parts		F3 Brands Vendor Agreement	\$0.00